

**AI-39060**

**1.**

**CC CONSENT**

**Meeting Date:** 06/04/2013

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: EXECUTIVE OFFICE

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Information

CAPTION

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

BACKGROUND

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Attachments

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Form Review

Form Started By: Monica Badillo

Started On: 06/03/2013 03:22 PM

Final Approval Date: 06/03/2013

**Approval of Check Register as Summarized Below**  
**June 4th, 2013**

Bank Account	Fund	Start Ck #	End Ck #		Amount
01	General Fund	380797	381131		563,060.28
02	Special Revenue	385045	385175		493,065.82
04	Capital Projects	14972	14992		532,293.40
05	Trust & Agency	22820	22840		50,247.83
15	Urban Special	28315	28325		39,127.71

Total checks **1,677,795.04**

**Ach Withdrawals for:**

Trust & Agency Funds	ITEMS:	7	1,228,163.04
Proprietary Funds	ITEMS:	1	698,349.71

Total withdrawals: **1,926,512.75**

**Bank Internal Transfer for:**

General Fund	ITEMS:	6	3,781,653.04
Special Revenue Funds	ITEMS:	8	8,662,759.98
Trust & Agency Funds	ITEMS:	1	115.38
Proprietary Funds	ITEMS:	2	35,768.72

Total transfers: **12,480,297.12**

Total electronic payments: **14,406,809.87**

**Grand Total:** **16,084,604.91**

**ACH Withdrawals**

Date	To	For	From	Amount
06/03/13	IRS Tax Payment	Regular PP11	Trust & Agency Fund	1,079,555.43
06/03/13	IRS Tax Payment	Urban County PP11	Trust & Agency Fund	10,757.80
06/03/13	IRS Tax Payment	Pay Cards PP11	Trust & Agency Fund	11,717.83
06/03/13	IRS Tax Payment	Elected Officials PP10	Trust & Agency Fund	49,042.21
05/30/13	Bank of America	Tx Dept of Criminal Just.	Trust & Agency Fund	26,940.15
06/03/13	TXSDU	E.Officials Child Support pp10	Trust & Agency Fund	600.00
05/31/13	TXSDU	Child Support pp11	Trust & Agency Fund	49,549.62
<b>Total Trust &amp; Agency</b>				<b>1,228,163.04</b>
05/31/13	Blue Cross Blue Shield	Health Insurance Claims	Proprietary Fund	698,349.71
<b>Total Proprietary</b>				<b>698,349.71</b>
<b>Total ACH Withdrawal</b>				<b>1,926,512.75</b>

**Bank Internal Transfers**

Date	To	For	From	Amount
05/30/13	Payroll Fund	Regular PP11	General Fund	2,188,761.15
05/30/13	Trust & Agency Fund	Regular PP11	General Fund	1,358,914.82
05/30/13	Payroll Fund	Pay Cards PP11	General Fund	23,149.49
05/30/13	Trust & Agency Fund	Pay Cards PP11	General Fund	13,745.08
05/30/13	Payroll Fund	Elected Officials PP10	General Fund	105,150.51
05/30/13	Trust & Agency Fund	Elected Officials PP10	General Fund	91,931.99
<b>Total General</b>				<b>3,781,653.04</b>
05/30/13	Payroll Fund	Regular PP11	Special Revenue Fund	964,302.11
05/30/13	Trust & Agency Fund	Regular PP11	Special Revenue Fund	601,256.43
05/30/13	Payroll Fund	Paycards PP11	Special Revenue Fund	13,473.08
05/30/13	Trust & Agency Fund	Paycards PP11	Special Revenue Fund	7,454.66
05/30/13	Payroll Fund	Urban County PP11	Special Revenue Fund	31,914.89
05/30/13	Trust & Agency Fund	Urban County PP11	Special Revenue Fund	21,306.08
05/30/13	Payroll Fund	Manual Payroll Ck PP11	Special Revenue Fund	115.38
05/31/13	General Fund	State Comptroller	Special Revenue Fund	7,022,937.35
<b>Total Special Revenue</b>				<b>8,662,759.98</b>
05/30/13	Special Revenue Fund	Regular PP11	Trust & Agency Fund	115.38
<b>Total Trust &amp; Agency</b>				<b>115.38</b>
05/30/13	Payroll Fund	Regular PP11	Proprietary	22,533.00
05/30/13	Trust & Agency Fund	Regular PP11	Proprietary	13,235.72
<b>Total Proprietary</b>				<b>35,768.72</b>
<b>Total Bank Transfers</b>				<b>12,480,297.12</b>
<b>Grand Total</b>				<b>14,406,809.87</b>

## A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
01	00380797	250.00	06/04/13	319317 AHLMAN, LUCAS E	C
01	00380798	8,515.00	06/04/13	201979 ALEMAN, JAIME	C
01	00380799	5,885.00	06/04/13	23019 ALEXANDER, MARK	C
01	00380800	3,522.50	06/04/13	375454 ALEXANDER, PAMELA S.	C
01	00380801	2,072.50	06/04/13	200115 LAW OFFICES OF EDUARDO ANAYA, P.C.	C
01	00380802	200.00	06/04/13	329134 BARBOSA, ALBERTO	C
01	00380803	350.00	06/04/13	400467 BUSTOS, HECTOR	C
01	00380804	3,390.00	06/04/13	297895 CANCHE, RUDY JR.	C
01	00380805	2,400.00	06/04/13	205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C.	C
01	00380806	1,700.00	06/04/13	315532 CARLOS E. ORTEGON, P.C.	C
01	00380807	500.00	06/04/13	404373 CAVAZOS, CHRISTOPHER P.	C
01	00380808	602.50	06/04/13	188921 DAVID E CAZARES P.C.	C
01	00380809	1,000.00	06/04/13	348147 EDNA ESCANAME CEDILLO	C
01	00380810	5,495.00	06/04/13	319848 COLEGIO, ROBERTO	C
01	00380811	1,450.00	06/04/13	299375 LAURA MARTINEZ COLUNGA	C
01	00380812	3,020.00	06/04/13	222232 LAW OFFICE OF M. TERESA CORONADO	C
01	00380813	545.00	06/04/13	398519 DE LA GARZA, RAFAEL III	C
01	00380814	3,457.50	06/04/13	181552 DELLA FAY PEREZ, PLLC	C
01	00380815	1,290.00	06/04/13	208809 ESQUIVEL, ROEL	C
01	00380816	200.00	06/04/13	333034 FLORES, ABIEL	C
01	00380817	845.00	06/04/13	345571 FLORES, ALFONSO RICARDO	C
01	00380818	1,781.90	06/04/13	249378 OSCAR RENE FLORES, P.C.	C
01	00380819	525.00	06/04/13	365041 RENE A FLORES	C
01	00380820	275.00	06/04/13	362964 SYLVIA VEGA FLORES	C
01	00380821	1,600.00	06/04/13	294772 GALVAN, MONICA M.	C
01	00380822	635.00	06/04/13	387592 CARLOS MOCTEZUMA GARCIA	C
01	00380823	492.50	06/04/13	217743 LAW OFFICE OF DALINDA B. GARCIA	C
01	00380824	2,022.50	06/04/13	241873 JAIME ROEL GARCIA	C
01	00380825	625.00	06/04/13	406864 GARZA GARCIA, PLLC	C
01	00380826	2,725.00	06/04/13	145882 ABEL GARZA ATTORNEY AT LAW	C
01	00380827	3,790.00	06/04/13	287989 LAW OFFICE OF MELINDA D. GARZA	C
01	00380828	2,740.00	06/04/13	159298 GARZA, ROGELIO	C
01	00380829	2,640.00	06/04/13	19062 GOMEZ, JOSE ANTONIO	C
01	00380830	1,295.00	06/04/13	181188 GONZALES, FRANCISCO E. JR.	C
01	00380831	125.00	06/04/13	330507 LAW OFFICE OF JOSE G. GONZALEZ	C
01	00380832	2,670.00	06/04/13	251607 LAW OFFICE OF NOEL GONZALEZ	C
01	00380833	805.00	06/04/13	400785 GUERRA, JUAN FRANCISCO	C
01	00380834	1,200.00	06/04/13	350095 HERNANDEZ, AGUSTIN JR	C
01	00380835	785.00	06/04/13	179094 JEANNE E. HOLMES, P.C.	C
01	00380836	200.00	06/04/13	404217 JARVIS, JASON C.	C
01	00380837	840.00	06/04/13	390232 LAW OFFICE OF CARLOS R. GALVAN	C
01	00380838	1,025.00	06/04/13	123307 LAW OFFICE OF ELBA ROCHA, PLLC	C
01	00380839	702.50	06/04/13	301752 LAW OFFICE OF ELOY R. GARCIA, JR.	C
01	00380840	850.00	06/04/13	92096 SEPULVEDA, ELOY	C
01	00380841	700.00	06/04/13	319309 LAW OFFICE OF TRACI LYNN EVANS	C
01	00380842	300.00	06/04/13	114383 LONGORIA, DANIEL Q.	C
01	00380843	897.50	06/04/13	370991 LONGORIA, OSCAR LEE JR.	C
01	00380844	1,450.00	06/04/13	353582 LOPEZ, TEODULO L. JR.	C
01	00380845	250.00	06/04/13	368903 MICHAEL D. TUTTLE, PLLC	C
01	00380846	492.50	06/04/13	159336 LAW OFFICE OF VERONICA MONCIVAIS	C
01	00380847	2,382.50	06/04/13	251127 LAW OFFICE OF MELISSA RIOS MONTES	C
01	00380848	2,820.00	06/04/13	226297 MORALES-MARTINEZ, NEREYDA	C
01	00380849	500.00	06/04/13	382647 JORGE MUNOZ	C
01	00380850	600.00	06/04/13	245364 NITSCH, PATRICK A.	C
01	00380851	485.00	06/04/13	296201 PALACIOS & ASSOCIATES, P.C.	C

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01	00380852	667.50	06/04/13	402320 PENA LAW GROUP, PLLC	C
01	00380853	860.00	06/04/13	143456 LAW OFFICE OF GEORGE PITCHFORD	C
01	00380854	1,115.00	06/04/13	209783 RAMIREZ, CARMEN B.	C
01	00380855	375.00	06/04/13	373702 THE LAW OFFICE OF DENNIS RAMIREZ P.L.L.C	C
01	00380856	1,400.00	06/04/13	291749 RAMIREZ, JOSE ALBINO	C
01	00380857	710.00	06/04/13	159328 RAMIREZ, LUIS R.	C
01	00380858	1,105.00	06/04/13	95982 RAMIREZ, MARIO	C
01	00380859	835.00	06/04/13	145246 LAW OFFICE OF RUBEN RAMIREZ	C
01	00380860	550.00	06/04/13	407399 REGALADO, LUCY	C
01	00380861	380.00	06/04/13	182273 REYES, DANIEL R.	C
01	00380862	1,022.50	06/04/13	360279 THE LAW OFFICE OF SAMUEL REYES	C
01	00380863	1,902.50	06/04/13	255599 RODRIGUEZ, BERTHA ISABEL	C
01	00380864	1,910.00	06/04/13	10871 RODRIGUEZ, EMILIO JR.	C
01	00380865	935.00	06/04/13	256463 RODRIGUEZ, JOHN J.	C
01	00380866	300.00	06/04/13	353477 SAHADI, JAMES M.	C
01	00380867	250.00	06/04/13	258776 MICHAEL R. SALINAS, ATTORNEY AT LAW	C
01	00380868	770.00	06/04/13	205079 SANCHEZ, SAN JUANITA	C
01	00380869	1,370.00	06/04/13	311553 THE SANCHEZ LAW FIRM	C
01	00380870	3,722.50	06/04/13	212725 SOLIS, JAVIER E.	C
01	00380871	555.00	06/04/13	368067 TIJERINA LAW FIRM PC	C
01	00380872	250.00	06/04/13	320102 LAW OFFICE OF LAURO B. TREJO III	C
01	00380873	670.00	06/04/13	222518 LAW OFFICE OF GREGORIO TREVINO	C
01	00380874	450.00	06/04/13	383678 THE VARGAS LAW FIRM	C
01	00380875	510.00	06/04/13	251186 THE VASQUEZ LAW FIRM, PC	C
01	00380876	350.00	06/04/13	204927 VASQUEZ, LIBRADO KENO	C
01	00380877	510.00	06/04/13	181536 LAW OFFICE OF OSCAR VEGA	C
01	00380878	2,720.00	06/04/13	372722 LAW OFFICE OF THOMAS G. WAYLAND	C
01	00380879	135.00	06/04/13	295973 LAW OFFICE OF LENNARD K WHITTAKER	C
01	00380880	275.00	06/04/13	400165 WILLIAM R. GARZA & ASSOCIATES, PLLC	C
01	00380881	7,215.00	06/04/13	398390 THE LAW OFFICE OF JUAN R. ZAMORA	C
01	00380882	196.00	06/04/13	258385 DISH	C
01	00380883	19,360.00	06/04/13	400386 JOHNSON GRAYSON AUTOMOTIVE INC.	C
01	00380884	263.30	06/04/13	153842 NICO PRODUCE CO, INC	C
01	00380885	7,749.28	06/04/13	277223 RELIANT, DEPT 0954	C
01	00380886	1,874.40	06/04/13	319449 STAPLES ADVANTAGE	C
01	00380887	1,156.63	06/04/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00380888	57.00	06/04/13	387479 ALONZO, SENALDA	C
01	00380889	2,398.27	06/04/13	343277 CITIBANK	C
01	00380890	57.00	06/04/13	316512 COLLINS, ALBERT ALLEN	C
01	00380891	572.45	06/04/13	304468 CRUZ, SERGIO	C
01	00380892	57.00	06/04/13	362697 DE LA CRUZ, ROXANNA	C
01	00380893	35.61	06/04/13	290076 FLORES, GERARDO	C
01	00380894	548.66	06/04/13	184799 GARCIA, NORMA G.	C
01	00380895	207.00	06/04/13	364037 GARCIA, RICARDO R.	C
01	00380896	10.68	06/04/13	311561 GARZA, JOSE J.	C
01	00380897	25.78	06/04/13	222186 GOMEZ, ADAN	C
01	00380898	93.41	06/04/13	293016 GONZALEZ, LEONOR	C
01	00380899	57.00	06/04/13	410128 HINOJOSA, JOSE	C
01	00380900	117.00	06/04/13	278939 HODGE, JAMES	C
01	00380901	720.00	06/04/13	283983 HYATT REGENCY HOTEL	C
01	00380902	496.95	06/04/13	354899 KAMAL, SOFIA	C
01	00380903	57.00	06/04/13	410101 MARTINEZ, RAMIRO	C
01	00380904	348.45	06/04/13	287873 MOODY GARDENS, INC	C
01	00380905	548.55	06/04/13	287873 MOODY GARDENS, INC	C
01	00380906	548.55	06/04/13	287873 MOODY GARDENS, INC	C

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FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
01	00380907	57.00	06/04/13	246654 MORENO, AARON	C
01	00380908	12.07	06/04/13	410314 MUNOZ, MERLEN P.	C
01	00380909	200.00	06/04/13	198773 NAPM RIO GRANDE VALLEY	C
01	00380910	200.00	06/04/13	198773 NAPM RIO GRANDE VALLEY	C
01	00380911	200.00	06/04/13	198773 NAPM RIO GRANDE VALLEY	C
01	00380912	200.00	06/04/13	198773 NAPM RIO GRANDE VALLEY	C
01	00380913	200.00	06/04/13	198773 NAPM RIO GRANDE VALLEY	C
01	00380914	200.00	06/04/13	198773 NAPM RIO GRANDE VALLEY	C
01	00380915	57.00	06/04/13	410098 ORTIZ, LEOBARDO	C
01	00380916	158.00	06/04/13	399213 PEREZ, CHRISTINA LORRAINE	C
01	00380917	57.00	06/04/13	410110 PUENTE, JAIME	C
01	00380918	57.00	06/04/13	381934 SANCHEZ, DAVID TRINIDAD	C
01	00380919	150.00	06/04/13	66273 SECRETARY OF STATE ELECTIONS DIVISION	C
01	00380920	168.00	06/04/13	391115 SOLIS, CESAR	C
01	00380921	275.00	06/04/13	244171 TDCAA	C
01	00380922	275.00	06/04/13	244171 TDCAA	C
01	00380923	275.00	06/04/13	244171 TDCAA	C
01	00380924	275.00	06/04/13	244171 TDCAA	C
01	00380925	275.00	06/04/13	244171 TDCAA	C
01	00380926	275.00	06/04/13	244171 TDCAA	C
01	00380927	225.00	06/04/13	183059 TEXAS ASSOCIATION OF COUNTIES	C
01	00380928	450.00	06/04/13	217581 TEXAS COURT REPORTERS ASSOCIATION	C
01	00380929	50.00	06/04/13	292176 TEXAS STATE UNIVERSITY/SAN MARCOS	C
01	00380930	50.00	06/04/13	292176 TEXAS STATE UNIVERSITY/SAN MARCOS	C
01	00380931	50.00	06/04/13	292176 TEXAS STATE UNIVERSITY/SAN MARCOS	C
01	00380932	50.00	06/04/13	292176 TEXAS STATE UNIVERSITY/SAN MARCOS	C
01	00380933	50.00	06/04/13	292176 TEXAS STATE UNIVERSITY/SAN MARCOS	C
01	00380934	50.00	06/04/13	292176 TEXAS STATE UNIVERSITY/SAN MARCOS	C
01	00380935	50.00	06/04/13	292176 TEXAS STATE UNIVERSITY/SAN MARCOS	C
01	00380936	50.00	06/04/13	292176 TEXAS STATE UNIVERSITY/SAN MARCOS	C
01	00380937	50.00	06/04/13	292176 TEXAS STATE UNIVERSITY/SAN MARCOS	C
01	00380938	366.24	06/04/13	314609 TOWNEPLACE SUITES BY MARRIOTT	C
01	00380939	230.50	06/04/13	409480 TREVINO, ALYSSA E.	C
01	00380940	117.00	06/04/13	271977 ZAMARRIPA, ALFREDO R.	C
01	00380941	261.25	06/04/13	211532 A SIGN LANGUAGE COMPANY	C
01	00380942	261.25	06/04/13	211532 A SIGN LANGUAGE COMPANY	C
01	00380943	27.68	06/04/13	89885 ACTION HYDRAULIC HOSES, ETC.	C
01	00380944	647.95	06/04/13	363588 AGUA SPECIAL UTILITY DISTRICT	C
01	00380945	176.54	06/04/13	363588 AGUA SPECIAL UTILITY DISTRICT	C
01	00380946	43.00	06/04/13	410519 AGUILAR, DERCY	C
01	00380947	41.81	06/04/13	369152 ALANIZ, DINA	C
01	00380948	129.00	06/04/13	399140 ALARM SECURITY GROUP LLC	C
01	00380949	15.00	06/04/13	237159 AMERICAN INCOME LIFE INSURANCE CO.	C
01	00380950	154.50	06/04/13	314927 AMIGO BOLT & SUPPLY	C
01	00380951	46.29	06/04/13	1961 ANDERSON EQUIPMENT CO INC	C
01	00380952	450.00	06/04/13	389447 ANDY TAYLOR & ASSOCIATES, P.C.	C
01	00380953	32.06	06/04/13	391891 APPLIED INDUSTRIAL TECHNOLOGIES	C
01	00380954	63,911.98	06/04/13	302465 ARGUINDEGUI OIL CO II LTD	C
01	00380955	82.32	06/04/13	151521 AT&T	C
01	00380956	1,104.87	06/04/13	328626 AT&T	C
01	00380957	2,617.50	06/04/13	328626 AT&T	C
01	00380958	428.81	06/04/13	328626 AT&T	C
01	00380959	161.89	06/04/13	278378 AT&T LONG DISTANCE	C
01	00380960	57.35	06/04/13	278378 AT&T LONG DISTANCE	C
01	00380961	1,200.00	06/04/13	2666 ATLAS, HALL & RODRIGUEZ, L.L.P	C

## A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
01	00380962	892.00	06/04/13	252905 BAY AREA HEALTHCARE GROUP, LTD	C
01	00380963	25.00	06/04/13	410411 BELTRAN, JOSE OCTAVIANO	C
01	00380964	93.57	06/04/13	3778 BEVERLY'S HARDWARE	C
01	00380965	440.63	06/04/13	3816 BILL BUNTON AUTO SUPPLY & MACHINE INC.	C
01	00380966	685.00	06/04/13	4057 BORDER ENGINE REBUILDERS & DIESEL SVCS	C
01	00380967	214.68	06/04/13	357898 BORDER STATES ELECTRIC SUPPLY	C
01	00380968	115.42	06/04/13	4081 BORDERLAND HARDWARE OF MERCEDES, INC.	C
01	00380969	100.00	06/04/13	410144 BULL DOG FIRE & SAFETY LLC	C
01	00380970	30,000.00	06/04/13	189324 BURTON MCCUMBER & CORTEZ, LLP	C
01	00380971	199.50	06/04/13	124346 C & S SAFETY SUPPLY	C
01	00380972	92.17	06/04/13	43265 CAMCO WHEEL & AXLE	C
01	00380973	165.03	06/04/13	179272 CANON FINANCIAL SERVICES INC.	C
01	00380974	70.00	06/04/13	401013 CAPETILLO, MARY NANCY, CSR, CRR	C
01	00380975	5.00	06/04/13	410209 CARDONA, FERNANDO	C
01	00380976	4,818.88	06/04/13	261726 CARRIER SALES AND DISTRIBUTION, LLC	C
01	00380977	.10	06/04/13	410446 CARRIZALES, EFREN RICARDO	C
01	00380978	9,708.08	06/04/13	355143 CASO DOCUMENT MANAGEMENT	C
01	00380979	99.00	06/04/13	410330 CASTRO, FRANCISCO	C
01	00380980	228.77	06/04/13	347213 CAVAZOS, LICHE MONIQUE	C
01	00380981	6.33	06/04/13	153915 CDW GOVERNMENT INC.	C
01	00380982	80.85	06/04/13	150207 CENTRAL FENCE & SUPPLY, LTD	C
01	00380983	3,200.00	06/04/13	9113 CITY OF DONNA	C
01	00380984	3,352.30	06/04/13	10197 CITY OF EDINBURG	C
01	00380985	71.84	06/04/13	10197 CITY OF EDINBURG	C
01	00380986	632.21	06/04/13	6696 CITY OF PHARR	C
01	00380987	400.00	06/04/13	234303 COHRS, RICHARD	C
01	00380988	4,271.56	06/04/13	214442 COMMERCIAL KITCHEN	C
01	00380989	.81	06/04/13	410403 CONTRERAS, GRISELDA A	C
01	00380990	2,956.55	06/04/13	270563 CPL RETAIL ENERGY, LP	C
01	00380991	342.52	06/04/13	270563 CPL RETAIL ENERGY, LP	C
01	00380992	67.20	06/04/13	270563 CPL RETAIL ENERGY, LP	C
01	00380993	645.00	06/04/13	355372 CTC DISTRIBUTING, LTD	C
01	00380994	104.97	06/04/13	152498 DANNY'S PAWN & SPORTING GOODS	C
01	00380995	570.00	06/04/13	86525 DELTA SPECIALTIES SUPPLY	C
01	00380996	13,104.00	06/04/13	8869 DIAZ FLOORS & INTERIORS INC.	C
01	00380997	108.98	06/04/13	228389 DIRECTV	C
01	00380998	154.99	06/04/13	228389 DIRECTV, INC.	C
01	00380999	41.62	06/04/13	258385 DISH	C
01	00381000	195.00	06/04/13	326577 E.R. PAINT SHOP	C
01	00381001	156.23	06/04/13	9741 ECHO HOTEL/EDINBURG	C
01	00381002	279.50	06/04/13	227153 SANTOY INVESTMENTS LLC	C
01	00381003	13.20	06/04/13	248444 EL FENIX BAKERY	C
01	00381004	169.95	06/04/13	11304 ESCOBARS AUTO ELECTRIC, INC.	C
01	00381005	718.10	06/04/13	311928 FASTENAL COMPANY	C
01	00381006	378.27	06/04/13	11908 FEDEX	C
01	00381007	14.57	06/04/13	332852 FERGUSON ENTERPRISES, INC #116	C
01	00381008	50.40	06/04/13	188158 FILTERS FIRST D/B/A AIR FILTER COMPANY	C
01	00381009	52.42	06/04/13	289612 FLOWERS BAKING CO. OF SAN ANTONIO, LLC	C
01	00381010	270.86	06/04/13	13129 FRENCH-ELLISON TRUCK CENTER	C
01	00381011	1,382.23	06/04/13	321826 G & K SERVICE INC.	C
01	00381012	4.00	06/04/13	410500 GALVAN, AUDREY NICOLE	C
01	00381013	220.00	06/04/13	410217 GARZA, JOAQUIN	C
01	00381014	498.64	06/04/13	13897 GATEWAY PRINTING	C
01	00381015	1,326.69	06/04/13	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00381016	1,740.45	06/04/13	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C

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01	00381017	113.85	06/04/13	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00381018	1,592.25	06/04/13	169242 GCR TIRE CENTER TDS	C
01	00381019	149.48	06/04/13	14788 GOODYEAR AUTO SERVICE CENTER	C
01	00381020	6,979.37	06/04/13	244899 GUERRA, LEEDS, SABO & HERNANDEZ, PLLC	C
01	00381021	10.00	06/04/13	410489 GUERRERO, ROBERTO	C
01	00381022	1,210.44	06/04/13	15253 GULF COAST PAPER CO.	C
01	00381023	443.50	06/04/13	15261 GULF DATA PRODUCTS	C
01	00381024	115.00	06/04/13	15369 GUTHRIE'S LOCKSMITH & SAFE SHOP	C
01	00381025	14,943.57	06/04/13	242101 H & V EQUIPMENT, INC.	C
01	00381026	60,119.00	06/04/13	16357 HIDALGO CO. DISTRICT CLERK	C
01	00381027	722.98	06/04/13	291374 HOME DEPOT CREDIT SERVICES	C
01	00381028	853.00	06/04/13	352608 IDENTISYS	C
01	00381029	119.06	06/04/13	245216 INSCO DISTRIBUTING, INC.	C
01	00381030	234.23	06/04/13	179442 IVAN'S AUTOMOTIVE	C
01	00381031	508.96	06/04/13	309125 J & M HYDRAULICS	C
01	00381032	1,063.41	06/04/13	254576 J.L. CAZARES, D.D.S. P.A.	C
01	00381033	2,749.88	06/04/13	262447 JOHNSON SUPPLY	C
01	00381034	261.45	06/04/13	253324 JOHNSTONE SUPPLY-PHARR	C
01	00381035	129.80	06/04/13	119784 LABATT FOOD SERVICE	C
01	00381036	200.00	06/04/13	410381 LACK'S VALLEY STORE	C
01	00381037	545.00	06/04/13	115851 LASER LUX	C
01	00381038	6,316.84	06/04/13	261513 LAW OFFICE OF ROLANDO L. RIOS	C
01	00381039	25.00	06/04/13	410357 LERMA, ROSA MARIA	C
01	00381040	698.00	06/04/13	237507 LEXISNEXIS	C
01	00381041	5,751.00	06/04/13	288772 LONE STAR UNIFORMS, INC.	C
01	00381042	200.00	06/04/13	410365 LOPEZ, RODOLFO B.	C
01	00381043	11,836.37	06/04/13	367176 MAACO COLLISION	C
01	00381044	519.80	06/04/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00381045	31,820.56	06/04/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00381046	7,705.63	06/04/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00381047	35.49	06/04/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00381048	47.86	06/04/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00381049	23.06	06/04/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00381050	66.36	06/04/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00381051	16.03	06/04/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00381052	16.03	06/04/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00381053	44.74	06/04/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00381054	220.00	06/04/13	347612 MARCO ANTONIO MUNIZ	C
01	00381055	.10	06/04/13	410420 MARROQUIN, SAN JUANITA	C
01	00381056	375.00	06/04/13	23728 MCALLEN FIRE DEPT.	C
01	00381057	45.92	06/04/13	224529 MCCOY'S BUILDING SUPPLY	C
01	00381058	38.35	06/04/13	125334 MINGO'S CAR KLINIC & DETAILING	C
01	00381059	1,650.00	06/04/13	170321 MIRTA ZORRILLA, M.D. P.A.	C
01	00381060	2,349.00	06/04/13	25097 MISSION HOSPITAL, INC	C
01	00381061	177.00	06/04/13	275506 MOBILE RELAYS PARTNERS, LTD.	C
01	00381062	495.06	06/04/13	388467 MODEL LAUNDRY, LLC	C
01	00381063	13.56	06/04/13	407488 MOLINA, PATRICIA ANN	C
01	00381064	710.00	06/04/13	72745 MONTALVO INSURANCE AGENCY, INC.	C
01	00381065	835.10	06/04/13	356158 MOORE MEDICAL LLC	C
01	00381066	100.00	06/04/13	410233 MORIN, ERIC M.	C
01	00381067	1.00	06/04/13	410390 NILO, BENITA LAURA LONGORIA	C
01	00381068	88.72	06/04/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00381069	1,071.01	06/04/13	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
01	00381070	350.00	06/04/13	410527 PEREZ, EMILIO	C
01	00381071	1,100.00	06/04/13	14966 GREGORIO PINA, III, PH.D.	C

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01	00381072	276.56	06/04/13	332755 PRECISION DELTA CORP	C
01	00381073	400.00	06/04/13	410292 PRUNEDA, ISAURO	C
01	00381074	35.00	06/04/13	91987 PUEBLO TIRES LTD	C
01	00381075	9,000.00	06/04/13	52272 RAMIREZ, JOSE JR.	C
01	00381076	1.00	06/04/13	410225 RAMIREZ, ROSALVA	C
01	00381077	86.31	06/04/13	277223 RELIANT, DEPT 0954	C
01	00381078	485.50	06/04/13	399566 RICOH USA, INC.	C
01	00381079	835.00	06/04/13	399566 RICOH USA, INC.	C
01	00381080	1,544.00	06/04/13	399566 RICOH USA, INC.	C
01	00381081	236.50	06/04/13	233846 ROCHESTER ARMORED CAR CO., INC.	C
01	00381082	99.00	06/04/13	410349 RODRIGUEZ BENITO MONTELONGO	C
01	00381083	100.00	06/04/13	410497 RUIZ, ELIZABETH ANN	C
01	00381084	1,697.90	06/04/13	269123 RUSH TRUCK CENTERS OF TEXAS, LP	C
01	00381085	207.54	06/04/13	304131 SAENZ HARDWARE	C
01	00381086	857.50	06/04/13	392723 SALINAS AIR CONDITIONING SERVICES	C
01	00381087	16.74	06/04/13	268674 SAM'S CAFE	C
01	00381088	1,250.00	06/04/13	33359 SAN JUAN FIRE DEPARTMENT	C
01	00381089	50.00	06/04/13	410470 SANCHEZ, MARIE RENEE	C
01	00381090	50.00	06/04/13	410373 SANDILANDS, MIGUEL THOMAS	C
01	00381091	12.43	06/04/13	251933 SANTOS, GRACIELA	C
01	00381092	723.66	06/04/13	34282 SHERWIN-WILLIAMS COMPANY	C
01	00381093	50.00	06/04/13	410454 SILVA, MARIA VICTORIA GONZALEZ	C
01	00381094	95.70	06/04/13	34479 SIRCHIE ACQUISITION COMPANY LLC	C
01	00381095	100.00	06/04/13	410462 SOLIS, MARIA GUADALUPE	C
01	00381096	118.50	06/04/13	34754 SOUTH HI WAY GARAGE INC.	C
01	00381097	6,765.55	06/04/13	210501 SPRINT	C
01	00381098	4,734.63	06/04/13	319449 STAPLES ADVANTAGE	C
01	00381099	112.95	06/04/13	133655 SUPERIOR ALARMS	C
01	00381100	122.86	06/04/13	336319 SUPERIOR OIL EXPRESS	C
01	00381101	50.08	06/04/13	410152 TEXAS FIRE GUARD, LLC	C
01	00381102	2,450.00	06/04/13	369039 TEXAS LAND RECLAMATION LLC	C
01	00381103	1,230.00	06/04/13	223638 TEXAS TARPS	C
01	00381104	90.09	06/04/13	231924 TIME WARNER CABLE	C
01	00381105	945.43	06/04/13	302007 TIRE CENTERS, LLC	C
01	00381106	240.00	06/04/13	355011 TREE OF LIFE NURSERY	C
01	00381107	4,400.46	06/04/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00381108	6,257.17	06/04/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00381109	510.86	06/04/13	155284 UNITED PARCEL SERVICE	C
01	00381110	940.75	06/04/13	39837 VALLEY BOTTLE WATER CO.	C
01	00381111	13,194.36	06/04/13	370789 VALLEY INITIATIVE FOR DEVELOPMENT &	C
01	00381112	570.52	06/04/13	251577 VERIZON SOUTHWEST	C
01	00381113	415.96	06/04/13	251577 VERIZON SOUTHWEST	C
01	00381114	2,431.66	06/04/13	287024 VERIZON WIRELESS	C
01	00381115	1,471.94	06/04/13	208078 VIDEO SOUND & LIGHT ENTERPRISES INC.	C
01	00381116	103.96	06/04/13	399680 VILLARREAL, MARKUS D/B/A LA PESCA	C
01	00381117	810.26	06/04/13	40991 W. W. GRAINGER INC.	C
01	00381118	63.21	06/04/13	268755 WELDINGHOUSE, INC.	C
01	00381119	204.60	06/04/13	179701 WESLACO FORD, LLP	C
01	00381120	1,512.00	06/04/13	41548 WEST PUBLISHING CORPORATION	C
01	00381121	15.00	06/04/13	319082 WHAT-A-WASH CARWASH	C
01	00381122	80.00	06/04/13	254207 WILLACY COOP	C
01	00381123	180.70	06/04/13	42129 XEROX CORPORATION	C
01	00381124	26.63	06/04/13	42129 XEROX CORPORATION	C
01	00381125	296.67	06/04/13	42129 XEROX CORPORATION	C
01	00381126	1,803.34	06/04/13	42129 XEROX CORPORATION	C

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Bank	Check No	Amount	Date	Vendor	Type
01	00381127	153.12	06/04/13	42129 XEROX CORPORATION	C
01	00381128	291.43	06/04/13	42129 XEROX CORPORATION	C
01	00381129	2,152.69	06/04/13	42129 XEROX CORPORATION	C
01	00381130	211.84	06/04/13	42129 XEROX CORPORATION	C
01	00381131	.10	06/04/13	410438 ZAMARRON, ROSA MARIA	C
<b>Total Bank No 01</b>		<b>563,060.28</b>			
02	00385045	11,240.00	06/04/13	154024 QUINTANILLA, HEADLEY AND ASSOCIATES, INC	C
02	00385046	18,165.60	06/04/13	372862 SAMES, INC.	C
02	00385047	2,610.00	06/04/13	2666 ATLAS, HALL & RODRIGUEZ, L.L.P	C
02	00385048	2,800.60	06/04/13	293989 A & J MARTINEZ, LP	C
02	00385049	550.00	06/04/13	227609 ABSOLUTE SERVICES	C
02	00385050	5,400.00	06/04/13	403156 AGUILERA PROPERTIES LLC	C
02	00385051	2,850.00	06/04/13	230839 ALANIZ, FELIX JR.	C
02	00385052	31.27	06/04/13	328626 AT&T	C
02	00385053	4,800.00	06/04/13	296945 BARBOZA, MIGUEL JR	C
02	00385054	4,185.00	06/04/13	405450 BS PROPERTIES, L.L.C.	C
02	00385055	784.65	06/04/13	172219 CANO PRODUCE CO., INC.	C
02	00385056	3,125.00	06/04/13	354082 CANTU REALTY, LLC	C
02	00385057	186.27	06/04/13	153915 CDW GOVERNMENT INC.	C
02	00385058	20,219.56	06/04/13	153915 CDW GOVERNMENT INC.	C
02	00385059	1,425.30	06/04/13	343277 CITIBANK	C
02	00385060	25,000.00	06/04/13	6599 CITY OF MCALLEN	C
02	00385061	157.96	06/04/13	134686 CITY OF MERCEDES	C
02	00385062	61.47	06/04/13	6696 CITY OF PHARR	C
02	00385063	1,389.96	06/04/13	409510 ASDN	C
02	00385064	55.00	06/04/13	253294 DE LUNA, RENE	C
02	00385065	1,175.67	06/04/13	258385 DISH	C
02	00385066	2,550.00	06/04/13	201065 DR RALPH H. JACKSON	C
02	00385067	492.72	06/04/13	275875 EAN HOLDINGS, LLC	C
02	00385068	136.50	06/04/13	336459 EARTHGRAINS BAKING CO'S INC.	C
02	00385069	98.75	06/04/13	322709 EXQUISITA DISTRIBUTORS, L.P.	C
02	00385070	107.02	06/04/13	289612 FLOWERS BAKING CO. OF SAN ANTONIO, LLC	C
02	00385071	51.89	06/04/13	313157 GARCIA, NORMA A.	C
02	00385072	261.65	06/04/13	122637 GARZA, RICHARD	C
02	00385073	48.65	06/04/13	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00385074	10,927.70	06/04/13	267066 GBB RENTAL	C
02	00385075	4,027.50	06/04/13	359211 GONZALEZ, AMANDO O.	C
02	00385076	2,157.14	06/04/13	15253 GULF COAST PAPER CO.	C
02	00385077	1,174.12	06/04/13	15253 GULF COAST PAPER CO.	C
02	00385078	3,739.25	06/04/13	296627 HENRY SCHEIN, INC.	C
02	00385079	539.00	06/04/13	129763 OAK FARMS - SAN ANTONIO	C
02	00385080	320.00	06/04/13	187933 J.A. LOPEZ, M.D. & ASSOC.	C
02	00385081	4,251.55	06/04/13	19941 KALIFA'S WESTERN WEAR, INC.	C
02	00385082	800.36	06/04/13	119784 LABATT FOOD SERVICE	C
02	00385083	411.66	06/04/13	119784 LABATT FOOD SERVICE	C
02	00385084	3,828.50	06/04/13	376922 LLOYD GOSSELINK ROCHELLE & TOWNSEND, P.C	C
02	00385085	58.20	06/04/13	333557 LOPEZ, SANDRA	C
02	00385086	785.20	06/04/13	312231 OFFICE DEPOT, INC.	C
02	00385087	40.68	06/04/13	210463 HOLLON OIL CO D/B/A OIL CAN HARRY'S	C
02	00385088	124.20	06/04/13	202398 OMNI AUSTIN HOTEL-SOUTHPARK	C
02	00385089	123.76	06/04/13	201936 OMNI SAN ANTONIO	C
02	00385090	78.00	06/04/13	388017 PATRICK, ARNOLD K.	C
02	00385091	443.00	06/04/13	284203 PHYSICIANS LABORATORY SERVICES LLC	C
02	00385092	987.11	06/04/13	381438 QUICKSERIES PUBLISHING INC.	C

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02	00385093	7,377.30	06/04/13	202762 RICHARD A. GARZA	C
02	00385094	214.34	06/04/13	233846 ROCHESTER ARMORED CAR CO., INC.	C
02	00385095	24.57	06/04/13	322695 RON HOOVER COMPANIES OF DONNA INC.	C
02	00385096	78.00	06/04/13	372471 RUBIO, ALICIA	C
02	00385097	1,226.50	06/04/13	211109 SAFEGUARD UNIVERSAL B.F. & S.	C
02	00385098	4,927.60	06/04/13	190845 SALINAS, LAURA	C
02	00385099	271.00	06/04/13	398730 SMITH, GLENASE	C
02	00385100	2,550.00	06/04/13	401269 SOUTH TEXAS INTERPRETERS FOR	C
02	00385101	145.53	06/04/13	185108 SOUTHWESTERN MOTOR TRANSPORT, INC.	C
02	00385102	6,187.50	06/04/13	397806 SPI VENTURES, LLP	C
02	00385103	41.52	06/04/13	319449 STAPLES ADVANTAGE	C
02	00385104	1,524.19	06/04/13	319449 STAPLES BUSINESS ADVANTAGE	C
02	00385105	127.69	06/04/13	251283 STERICYCLE, INC	C
02	00385106	112.95	06/04/13	133655 SUPERIOR ALARMS	C
02	00385107	4,009.84	06/04/13	114243 SYSCO INC.	C
02	00385108	111.00	06/04/13	171751 TEXAS COMM. ON ENVIRONMENTAL QUALITY	C
02	00385109	2,218.84	06/04/13	231924 TIME WARNER CABLE	C
02	00385110	1,200.00	06/04/13	356018 TRAINING STRATEGIES, INC.	C
02	00385111	544.00	06/04/13	214272 TRAVEL ADVISORS INT.	C
02	00385112	217.80	06/04/13	214272 TRAVEL ADVISORS INT.	C
02	00385113	1,717.70	06/04/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
02	00385114	275.01	06/04/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
02	00385115	1,297.44	06/04/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
02	00385116	349.00	06/04/13	409502 U.S. EQUAL EMPLOYMENT OPPORTUNITY COMM.	C
02	00385117	11.30	06/04/13	123706 VELA, JESUS	C
02	00385118	492.03	06/04/13	287024 VERIZON WIRELESS	C
02	00385119	144.34	06/04/13	328308 ZAVALA, RICARDO	C
02	00385120	2,380.00	06/04/13	194336 THE UNIVERSITY OF TEXAS-PAN AMERICAN	C
02	00385121	595.00	06/04/13	194336 THE UNIVERSITY OF TEXAS-PAN AMERICAN	C
02	00385122	1,655.68	06/04/13	1961 ANDERSON EQUIPMENT CO INC	C
02	00385123	38,179.67	06/04/13	302465 ARGUINDEGUI OIL CO II LTD	C
02	00385124	134.40	06/04/13	54755 ARGUS SECURITY SYSTEMS	C
02	00385125	403.86	06/04/13	337412 AUTOZONE	C
02	00385126	401.93	06/04/13	3816 BILL BUNTON AUTO SUPPLY & MACHINE INC.	C
02	00385127	91.80	06/04/13	4081 BORDERLAND HARDWARE OF MERCEDES, INC.	C
02	00385128	530.31	06/04/13	4537 BURTON AUTO SUPPLY, INC	C
02	00385129	823.00	06/04/13	179272 CANON FINANCIAL SERVICES INC.	C
02	00385130	164.46	06/04/13	153915 CDW GOVERNMENT INC.	C
02	00385131	24,651.00	06/04/13	355372 CTC DISTRIBUTING, LTD	C
02	00385132	125.00	06/04/13	247774 D & R GLASS ETC INC.	C
02	00385133	465.00	06/04/13	406341 D & R GLASS ETC. INC.	C
02	00385134	6,688.00	06/04/13	86525 DELTA SPECIALTIES SUPPLY	C
02	00385135	124.99	06/04/13	228389 DIRECTV	C
02	00385136	68.62	06/04/13	258385 DISH	C
02	00385137	836.17	06/04/13	324493 DOGGETT HEAVY MACHINERY SERVICES LLC	C
02	00385138	55.74	06/04/13	11304 ESCOBARS AUTO ELECTRIC, INC.	C
02	00385139	389.98	06/04/13	248649 FLEETPRIDE	C
02	00385140	90.35	06/04/13	321826 G & K SERVICE INC.	C
02	00385141	500.00	06/04/13	57622 GARZA, ALMA A.	C
02	00385142	739.53	06/04/13	15253 GULF COAST PAPER CO.	C
02	00385143	175.33	06/04/13	405078 INDUSTRIAL DISTRIBUTION GROUP	C
02	00385144	538.39	06/04/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00385145	107.06	06/04/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00385146	265.00	06/04/13	349461 METALLIC ARTS	C
02	00385147	749.26	06/04/13	24996 MISSION AUTO ELECTRIC, INC.	C

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Bank	Check No	Amount	Date	Vendor	Type
02	00385148	688.90	06/04/13	275506 MOBILE RELAYS PARTNERS, LTD.	C
02	00385149	277.07	06/04/13	294144 MSC INDUSTRIAL SUPPLY CO.	C
02	00385150	464.73	06/04/13	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
02	00385151	44,700.50	06/04/13	220779 PHILPOTT MOTORS	C
02	00385152	384.00	06/04/13	156876 RAM TRUCK SERVICE, INC.	C
02	00385153	33.57	06/04/13	277223 RELIANT, DEPT 0954	C
02	00385154	22.88	06/04/13	277223 RELIANT, DEPT 0954	C
02	00385155	22.73	06/04/13	277223 RELIANT, DEPT 0954	C
02	00385156	572.57	06/04/13	277223 RELIANT, DEPT 0954	C
02	00385157	35.80	06/04/13	277223 RELIANT, DEPT 0954	C
02	00385158	178.80	06/04/13	283797 ROMCO EQUIPMENT CO.	C
02	00385159	112.78	06/04/13	269123 RUSH TRUCK CENTERS OF TEXAS, LP	C
02	00385160	91.80	06/04/13	304131 SAENZ HARDWARE	C
02	00385161	2,448.00	06/04/13	409405 SOUTH PADRE BOAT YARD INC.	C
02	00385162	3,706.10	06/04/13	210501 SPRINT	C
02	00385163	1,392.48	06/04/13	319449 STAPLES ADVANTAGE	C
02	00385164	120.00	06/04/13	246565 STARR COUNTY SHERIFF'S OFFICE	C
02	00385165	54,500.00	06/04/13	264474 TEXAS DEPARTMENT OF PUBLIC SAFETY	C
02	00385166	196.01	06/04/13	231924 TIME WARNER CABLE	C
02	00385167	3,910.71	06/04/13	302007 TIRE CENTERS, LLC	C
02	00385168	73.80	06/04/13	39837 VALLEY BOTTLE WATER CO.	C
02	00385169	280.20	06/04/13	40991 W. W. GRAINGER INC.	C
02	00385170	1,157.36	06/04/13	78344 WEAKS MARTIN IMPLEMENT CO., INC.	C
02	00385171	518.78	06/04/13	42129 XEROX CORPORATION	C
02	00385172	77.25	06/04/13	199362 ANRIGE, INC.	C
02	00385173	5,070.00	06/04/13	234443 R. GUTIERREZ ENGINEERING CORPORATION	C
02	00385174	68,599.30	06/04/13	396133 REIM CONSTRUCTION	C
02	00385175	39,325.76	06/04/13	396133 REIM CONSTRUCTION	C
<b>Total Bank No 02</b>		<b>493,065.82</b>			
04	00014972	3,062.80	06/04/13	366307 ACT PIPE & SUPPLY, INC.	C
04	00014973	2,817.35	06/04/13	172472 RABA KISTNER, INC.	C
04	00014974	1,263.85	06/04/13	355585 RGV HYDROMULCHING	C
04	00014975	1,000.00	06/04/13	376787 ALISEDA, DEBORAH CRANE	C
04	00014976	215,928.14	06/04/13	347647 CAS COMPANIES LP	C
04	00014977	169,689.23	06/04/13	347647 CAS COMPANIES LP	C
04	00014978	940.25	06/04/13	270563 CPL RETAIL ENERGY	C
04	00014979	16,115.87	06/04/13	376035 D. WILSON CONSTRUCTION COMPANY	C
04	00014980	600.00	06/04/13	334146 GARZA, MELBA ILEANA	C
04	00014981	62,376.50	06/04/13	237302 ARTURO GUAJARDO, JR., COUNTY CLERK	C
04	00014982	20,103.00	06/04/13	237302 ARTURO GUAJARDO, JR., COUNTY CLERK	C
04	00014983	450.00	06/04/13	381004 HLH APPRAISAL SERVICES	C
04	00014984	10,000.00	06/04/13	280046 L & G CONSULTING ENGINEERS, INC.	C
04	00014985	3,292.78	06/04/13	280046 L & G CONSULTING ENGINEERS, INC.	C
04	00014986	770.00	06/04/13	275026 L & R PRECAST CONCRETE WORKS, INC.	C
04	00014987	600.00	06/04/13	304646 LOREDO, BILLY A.	C
04	00014988	17,480.00	06/04/13	73806 MAGIC VALLEY CONCRETE, LTD	C
04	00014989	1,000.00	06/04/13	90921 RAMIREZ, RENE	C
04	00014990	1,000.00	06/04/13	145246 RAMIREZ, RUBEN	C
04	00014991	3,203.63	06/04/13	229245 SIERRA TITLE OF HIDALGO COUNTY, INC.	C
04	00014992	600.00	06/04/13	410080 TUTTLE, MICHAEL D.	C
<b>Total Bank No 04</b>		<b>532,293.40</b>			
05	00022820	32.18	05/31/13	349453 PRE-PAID LEGAL SERVICES, INC	C
05	00022821	950.00	05/31/13	7498 COUNTY & MUNICIPAL CREDIT UNION	C
05	00022822	139.30	05/31/13	7498 COUNTY & MUNICIPAL CREDIT UNION	C

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
05	00022823	6.00	05/31/13	157228 HIDALGO CO. UNITED WAY	C
05	00022824	1,285.00	05/31/13	7498 COUNTY & MUNICIPAL CREDIT UNION	C
05	00022825	63.00	05/31/13	157228 HIDALGO CO. UNITED WAY	C
05	00022826	13,033.52	05/31/13	158275 BOUDLOCHE, CINDY	C
05	00022827	27,463.49	05/31/13	7498 COUNTY & MUNICIPAL CREDIT UNION	C
05	00022828	1,343.00	05/31/13	157228 HIDALGO CO. UNITED WAY	C
05	00022829	853.68	05/31/13	167479 TEXAS GUARANTEED STUDENT LOAN CORPORATIO	C
05	00022830	203.53	05/31/13	285269 DEPT. OF CHILD SUPPORT SERVICES	C
05	00022831	698.52	05/31/13	220566 MICHIGAN STATE DISBURSEMENT UNIT	C
05	00022832	406.15	05/31/13	387525 SCADU	C
05	00022833	867.36	05/31/13	336653 SERVICE EMPLOYEES INTERNATIONAL UNION	C
05	00022834	115.01	05/31/13	201324 U.S. DEPARTMENT OF EDUCATION	C
05	00022835	150.35	05/31/13	406279 U.S. DEPARTMENT OF THE TREASURY	C
05	00022836	94.15	05/31/13	406376 UNITED STUDENT AID FUNDS, INC.	C
05	00022837	140.61	05/31/13	276537 UNITED STUDENT AID FUNDS, INC.	C
05	00022838	500.63	05/31/13	335975 MID ATLANTIC CAPITAL CORPORATION	C
05	00022839	45.35	05/31/13	336653 SERVICE EMPLOYEES INTERNATIONAL UNION	C
05	00022840	1,857.00	06/04/13	191167 SOUTH TEXAS COLLEGE	C

**Total Bank No 05 50,247.83**

15	00028315	5,743.37	06/04/13	370029 ADVOCACY RESOURCE CENTER FOR HOUSING	C
15	00028316	381.60	06/04/13	401374 AIM MEDIA TEXAS OPERATING, LLC	C
15	00028317	11,835.00	06/04/13	2666 ATLAS, HALL & RODRIGUEZ, L.L.P	C
15	00028318	3,227.97	06/04/13	344168 BOYS & GIRLS CLUB OF EDINBURG RGV, INC.	C
15	00028319	5,002.03	06/04/13	375446 CATHOLIC CHARITIES OF THE RGV	C
15	00028320	4,828.08	06/04/13	77356 FIRST NATIONAL BANK OF EDINBURG	C
15	00028321	590.20	06/04/13	344834 HIDALGO COUNTY TREASURER	C
15	00028322	1,269.46	06/04/13	343951 LA UNION DEL PUEBLO ENTERO	C
15	00028323	2,050.00	06/04/13	390526 LEFEVRE ENVIRONMENTAL & MANAGEMENT	C
15	00028324	450.00	06/04/13	213055 SOUTH TEXAS LAND INVESTIGATIONS	C
15	00028325	3,750.00	06/04/13	41998 WOMEN TOGETHER FOUNDATION INC.	C

**Total Bank No 15 39,127.71**

Total Hand Checks (Including Hand Voids)	.00
Total Computer Checks (Including Computer Voids)	1,677,795.04
Total ACH Checks (Including Voids)	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00
<b>Grand Total:</b>	<b>1,677,795.04</b>

Batch Yr	Batch No	Amount
13	003721	7,192.50
13	003722	30,514.40
13	003723	31,455.00
13	003724	20,595.00
13	003725	15,882.50
13	003726	16,097.50
13	003743	42,693.69
13	003745	1,348.00
13	003747	145.30
13	003752	12,143.18
13	003755	66,925.82
13	003762	43,389.59
13	003763	7,144.00
13	003765	65,964.81
13	003776	22,581.56

A/P Summary Check Register

FPREG01A

<u>Bank</u>	<u>Check No</u>	<u>Amount</u>	<u>Date</u>	<u>Vendor</u>	<u>Type</u>
				13	003777 16,437.22
				13	003779 2,675.68
				13	003781 15,336.17
				13	003782 10,940.42
				13	003784 950.00
				13	003786 8,300.99
				13	003788 80,442.64
				13	003789 638,221.71
				13	003794 244,100.55
				13	003796 16,087.06
				13	003797 112,497.69
				13	003800 323.66
				13	003804 15,664.55
				13	003809 55,415.81
				13	003812 4,606.57
				13	003817 32.18
				13	003818 39,127.71
				13	003819 2,610.00
				13	003820 29,405.60
				13	003830 545.98

AI-39036

2. A.

**CC CONSENT**

**Meeting Date:** 06/04/2013

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

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Information

CAPTION

2013 - Pct. 1 Sanitation (1100)

BACKGROUND

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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:

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Attachments

LIT

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Obdett Calzada	05/31/2013 02:16 PM
Veronica Lopez	Obdett Calzada	05/31/2013 02:22 PM
Veronica Ortiz	Veronica Ortiz	05/31/2013 02:35 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Katia Garcia		Started On: 05/31/2013 01:33 PM
	Final Approval Date: 05/31/2013	

DATE: May 31, 2013

2013

Transfer

DEPARTMENT HEAD: Commissioner A.C. Cuellar, Jr.

AI-39036



DEPARTMENT NAME: Hidalgo County Precinct No. 1  
Sanitation

ACCOUNT NUMBER: 3-1100-432-00-121-001-0-XXX

Contact Person: Katia Garcia

Ph#: (956) 968-8733 Ext. 1022

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
343	LAUNDRY & CLEANING	550	PRINTING & BINDING	\$86.60
346	HAULING & FREIGHT SRV	550	PRINTING & BINDING	\$500.00
630	FOOD	550	PRINTING & BINDING	\$301.40
<b>TOTAL</b>				<b>\$888.00</b>

REASON: **Transfer needed to cover anticipated expenditures.**

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39034

2. B.

CC CONSENT

Meeting Date: 06/04/2013

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct.1 CRC

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-466-00-121-050-0-XXX

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available \$150 as of 5/31/13

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/31/2013 11:31 AM
Veronica Ortiz	Veronica Ortiz	05/31/2013 02:30 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Katia Garcia		Started On: 05/31/2013 11:22 AM
	Final Approval Date: 05/31/2013	

DATE: May 31, 2013

**2013**  
Transfer



DEPARTMENT HEAD: Commissioner A.C. Cuellar, Jr.

DEPARTMENT NAME: Hidalgo County Precinct No. 1  
CRC

ACCOUNT NUMBER: 3-1100-466-00-121-050-0-XXX

Contact Person: Katia Garcia Ph#: (956) 968-8733 Ext. 1022

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).

<b>FROM</b> OBJECT CODE	OBJECT DESCRIPTION	<b>TO</b> OBJECT CODE	OBJECT DESCRIPTION	<b>AMOUNT</b>
605	CLOTHING & UNIFORMS	671	BLDGS & OTHER STRUCTURES R&M	\$150.00
<b>TOTAL</b>				<b>\$150.00</b>

REASON:  
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-38884**

**2. C.**

**CC CONSENT**

**Meeting Date:** 06/04/2013

Submitted For: Carlos Jasso

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

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**Information**

**CAPTION**

2013 - Pct. #2 Administration (1200)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-005-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Funding available in the amount of \$ 746.49 as of 5/21/2013

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**Attachments**

LIT

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Obdett Calzada	05/22/2013 11:15 AM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Yolanda Cisneros		Started On: 05/21/2013 02:20 PM
	Final Approval Date: 05/31/2013	

DATE: May 21, 2013

**2013**  
Intradepartmental Transfer



DEPARTMENT HEAD: Raul Silguero, Chief Administrator

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 3-1200-431-00-122-005-0-XXX

Contact Person: Carlos Jasso, Accountant III Ph#: (956) 292-7000 ext. 2006

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
671	Buildings and other structures R &M supplies	439	Other R &M services	500.00
<b>TOTAL</b>				<b>500.00</b>

REASON:  
Transfer is needed for anticipated expenditures

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-38886**

**2. D.**

**CC CONSENT**

**Meeting Date:** 06/04/2013

Submitted For: Carlos Jasso

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

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**Information**

**CAPTION**

2013 - Pct. #2 Parks (1100)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2013

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

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Funds available as of 5/28/13.

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**Attachments**

lit

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Obdett Calzada	05/22/2013 11:15 AM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Yolanda Cisneros		Started On: 05/21/2013 02:29 PM
	Final Approval Date: 05/31/2013	

**DATE:** May 21, 2013

**2013**

Intradepartmental Transfer



**DEPARTMENT HEAD:** Raul Silgueron, Chief Administrator

**DEPARTMENT NAME:** Hidalgo County Precinct No. 2

**ACCOUNT NUMBER:** 3-1100-452-00-122-008-0-XXX

**Contact Person:** Carlos Jasso, Accountant III **Ph#:** (956) 292-7000 ext. 2006

**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).

<b>FROM</b> OBJECT CODE	OBJECT DESCRIPTION	<b>TO</b> OBJECT CODE	OBJECT DESCRIPTION	<b>AMOUNT</b>
540	Advertising	601	Office and computer supplies	200.00
339	Other professional services	439	Other R & M services	5,000.00
339	Other professional services	442	Equipment and vehicles rental	500.00
<b>TOTAL</b>				<b>5,700.00</b>

**REASON:**  
Transfer is needed for anticipated expenditures

\_\_\_\_\_  
**DEPARTMENT HEAD SIGNATURE**

\_\_\_/\_\_\_/\_\_\_  
**DATE**

\_\_\_\_\_  
**APPROVED COMMISSIONERS' COURT**

\_\_\_\_\_  
**ATTEST COUNTY CLERK**

AI-38861

2. E.

**CC CONSENT**

**Meeting Date:** 06/04/2013

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

Department: COMM. PCT. #3

Information

CAPTION

2013 - Pct. #3 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-452-00-123-008-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/23/13.

Attachments

lit

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Obdett Calzada	05/21/2013 11:54 AM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Norma Ceballos		Started On: 05/20/2013 03:37 PM
	Final Approval Date: 05/31/2013	

# INTRA-DEPARTMENTAL TRANSFER

DATE: May 20, 2013

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 3-1100-452-00-123-008-0-

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
619	Pct #3-Parks- Other Misc. Supplies	432	Pct #3-Parks- Equip & Veh R&M Srv.	\$ 1,000.00
<b>TOTAL</b>				<b>\$ 1,000.00</b>

REASON: Expected Expenses

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
TTEST COUNTY CLER

**AI-38858**

**2. F.**

**CC CONSENT**

**Meeting Date:** 06/04/2013

Submitted By: Daisy Zarate, J.P. 3, 2

Department: J.P. 3, 2

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**Information**

**CAPTION**

2013 - J.P. Pct. #3 Pl. 2 (1100)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-066-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Funding available as of 5/24/13.

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**Attachments**

FED 2013 SPI CONF.

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Obdett Calzada	05/21/2013 11:54 AM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Daisy Zarate		Started On: 05/20/2013 11:18 AM
	Final Approval Date: 05/31/2013	

DATE: May 15, 2013

DEPARTMENT HEAD: Judge Ismael "Melo" Ochoa

DEPARTMENT NAME: Pct.3, Pl.2

ACCOUNT NUMBER: 3-1100-412-00-066-001-0-



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
583	TRAVEL OUT OF COUNTY	584	REGISTRATION FEE	\$ 250.00
TOTAL				\$ 250.00

REASON: FOR THE FURTHER EDUCATION OF THE COURT COORDINATOR AND ONE OF THE ASST. COURT COORDINATOR.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /  
DATE

ATTEST COUNTY CLERK

AI-38819

2. G.

CC CONSENT

Meeting Date: 06/04/2013

Submitted By: Nilda Cavazos, PURCHASING  
DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

2013 - Purchasing (1100)

BACKGROUND

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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 5/23/13.

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Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/16/2013 03:14 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Nilda Cavazos		Started On: 05/16/2013 02:34 PM
	Final Approval Date: 05/31/2013	



**AI-38814**

**2. H.**

**CC CONSENT**

**Meeting Date:** 06/04/2013

Submitted For: Eddie Olivarez

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

Department: HEALTH & HUMAN SERVICES DEPT.

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Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

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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 5/23/13.

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Attachments

LIT

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Obdett Calzada	05/16/2013 03:13 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Mike Escaname		Started On: 05/16/2013 09:25 AM
	Final Approval Date: 05/31/2013	

Date: May 16, 2013  
 Department Head: Eduardo Olivarez, Chief Administrative Officer  
 Department Name: Hidalgo County Health & Human Services Department  
 Account Number: 3-1293-441-00-340-005-0-  
 Budget Line Item Transfer(s) \_\_\_\_\_

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	
3-1293-441-00-340-005-0-741	H.D. ADM-VEHICLES	3-1293-441-00-340-005-0-743	H.D. ADM-OFFICE FURN & EQUIP	\$ 1,750.00
			Amount	\$ 1,750.00

**Revenue Account**  
 Amount Requested: \$ 1,750.00

Reason: Needed to cover anticipated expenditures.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
 APPROVED COMMISSIONER'S COURT                      DATE                      ATTEST COUNTY CLERK

AI-38896

2. I.

CC CONSENT

Meeting Date: 06/04/2013

Submitted For: Norma Longoria

Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

2013 - WIC B/F PRG (1292)

BACKGROUND

L/T

3.1292.441.00.350.002.3.xxx

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1292-441-00-350-002-3-xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 5/31/2013.

Attachments

1. Salary Analysis- Actual

2. LIT revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/23/2013 01:32 PM
Budget & Management	Obdett Calzada	05/28/2013 05:00 PM
Obdett Calzada	Obdett Calzada	05/31/2013 01:23 PM
Auditor's Office	Obdett Calzada	05/31/2013 02:36 PM
Obdett Calzada	Obdett Calzada	05/31/2013 02:44 PM
Auditor's Office	Monica Badillo	05/31/2013 04:37 PM
Obdett Calzada	Obdett Calzada	05/31/2013 04:58 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Margarita Gonzalez		Started On: 05/21/2013 06:06 PM
Final Approval Date: 05/31/2013		

WIC (1292) BREASTFEEDING GRANT  
 Salaries Analysis Worksheet  
 as of 05/31/2013

Acct No: 3-1292-441-00-350-002-3-XXX

Object Code	Acct. Description	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Salaries & Fringes
113	Regular Full-Time	\$23,183.01	9.5	\$220,238.60	\$277,957.90	\$57,719.31
220	FICA	\$1,773.51	9.5	\$16,848.35	(\$1,947.13)	(\$18,795.48)
230	Retirement	\$2,434.19	9.5	\$23,124.81	(\$6,788.52)	(\$29,913.33)
TOTAL		\$23,183.01	-	\$313,759.27	\$333,348.81	\$19,589.54

DATE: 05/21/13  
WIC DIRECTOR: NORMA LONGORIA  
DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM  
ACCOUNT NUMBER: 3.1292.441.00.350.002.3 Breastfeeding Grant  
SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO			
ACCOUNT NUMBER	Account Name		ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
3.1292.441.00.350.002.3	113 F/T Employees	→	2.1292.441.00.350.002.3	230 Retirement	29,920.00
3.1292.441.00.350.002.3	113 F/T Employees	→	2.1292.441.00.350.002.3	220 FICA	18,800.00
Total:					48,720.00

REASON: To encumber cost that is needed

AI-38947

2. J.

**CC CONSENT**

**Meeting Date:** 06/04/2013

Submitted For: Norma Longoria

Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

2013 - WIC ADM (1292)

BACKGROUND

Line item Transfer:

to encumber cost for Building R&M & Equipment R&M Services and In county travel and Postage.

3.1292.441.00.350.001.3.431

3.1292.441.00.350.001.3.432

3.1292.441.00.350.001.3.581

3.1292.441.00.350.001.3.535

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1292-441-00-350-001-3-xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 5/31/2013.

Attachments

LIT WIC Adm

Salary Analysis (113)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/28/2013 04:31 PM
Obdett Calzada	Obdett Calzada	05/31/2013 01:17 PM
Auditor's Office	Obdett Calzada	05/31/2013 01:50 PM
Obdett Calzada	Obdett Calzada	05/31/2013 01:52 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Margarita Gonzalez		Started On: 05/23/2013 06:27 PM
Final Approval Date: 05/31/2013		

DATE: 05/23/13  
 WIC DIRECTOR: NORMA LONGORIA  
 DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM  
 ACCOUNT NUMBER: 3.1292.441.00.350.001.3. WIC  
 SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with the Local Government Code

FROM		TO		
ACCOUNT NUMBER	Account Name	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
3.1292.441.00.350.001.3	441 Land & Building Rentals	→ 3.1292.441.00.350.001.3	431 Bldg & Other Struc.R&M Srv	5,000.00
3.1292.441.00.350.001.3	441 Land & Building Rentals	→ 3.1292.441.00.350.001.3	432 Equip & Veh. R&M Srv	5,000.00
3.1292.441.00.350.001.3	441 Land & Building Rentals	→ 3.1292.441.00.350.001.3	581 Travel In County	5,000.00
3.1292.441.00.350.001.3	113 Reg F/T Employees	→ 3.1292.441.00.350.001.3	535 Postage	5,000.00
Total:				20,000.00

REASON: To encumber cost for Bldg& Other Struc R&M. and Equip & Vehicle R&M. County travel and Postage

WIC ADMIN (1292)  
 Salaries Analysis Worksheet  
 as of 05/31/2013

Acct No: 3-1292-441-00-350-001-3-XXX

Object Code	Acct. Description	2013 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Salaries & Fringes
113	Regular Full-Time	\$6,212,086.00	\$238,926.38	9.5	\$2,269,800.65	\$2,477,710.07	\$207,909.42
TOTAL		\$8,898,581.08	\$345,806.98		\$3,282,406.72	\$3,405,856.64	\$123,449.92

AI-38778

2. K.

CC CONSENT

Meeting Date: 06/04/2013

Submitted For: Rosa E. Trevino, J.P. Pct. 2, Pl. 2      Submitted By: Janie Alejos, EXECUTIVE OFFICE  
Department: EXECUTIVE OFFICE

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Information

CAPTION

2013 - Justice of the Peace, Pct. #2, Pl. 2 (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-064-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/16/13.

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Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/16/2013 03:10 PM
Olga Garza	Olga Garza	05/31/2013 10:59 AM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Janie Alejos		Started On: 05/15/2013 10:22 AM
	Final Approval Date: 05/31/2013	

DATE: MAY 14, 2013

DEPARTMENT HEAD: ROSALBA E. TREVINO

DEPARTMENT NAME: JP PCT. 2 PL. 2

ACCOUNT NUMBER: 3-1100-412-00-004-001-0



Contact Person: RACHEL BUENO

PH: (956) 787-1986

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		AMOUNT
441	LANDS BLDG. RENTALS	534	REGISTRATION FEES	\$20.00
441	LANDS BLDG. RENTALS	533	TRAVEL OUT OF COUNTY	800.00
			TOTAL	1,320.00

REASON: NEED TO ATTEND LEGISLATIVE UPDATE SEMINAR AND VITAL STATISTICS SEMINAR. LAWS ARE CHANGING 8/31/2013.

*Rachel Bueno*  
 DEPARTMENT HEAD SIGNATURE

05, 14, 2013  
 DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-38878**

**2. L.**

**CC CONSENT**

**Meeting Date:** 06/04/2013

Submitted For: Celestino Avila Jr.

Submitted By: Joe Espinoza, CONSTABLE PCT.  
#1

Department: CONSTABLE PCT. #1

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**Information**

**CAPTION**

2013 - Constable Pct. #1 (1100)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2013

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

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Funds available as of 5/23/13.

---

**Attachments**

Line Item Border animal

**Form Review**

**Inbox**  
Budget & Management  
Auditor's Office

**Reviewed By**  
Obdett Calzada  
Monica Badillo

**Date**  
05/22/2013 11:14 AM  
05/31/2013 05:25 PM  
Started On: 05/21/2013 11:54 AM

Form Started By: Joe Espinoza

Final Approval Date: 05/31/2013



DATE: May 21, 2013

DEPARTMENT HEAD: Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct 1 - (291)

ACCOUNT NUMBER: 3-1100-421-00-291-001-0-xxx

Contact Person: Joe F. Espinosa Ph# 956-447-3775

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:			
OBJECT CODE	OBJECT NAME	→	OBJECT CODE	OBJECT NAME	AMOUNT
604	Medical and Lab Suppl	→	339	Other Profession Services	\$500.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
<b>TOTAL</b>					<b>\$500.00</b>

REASON(s): For payment on services rendered from Border Animal Hospital.

Joe F. Espinosa Chief Deputy  
DEPARTMENT HEAD SIGNATURE / DESIGNEE

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT      DATE      ATTEST COUNTY CLERK

AI-38929

2. M.

CC CONSENT

Meeting Date: 06/04/2013

Submitted For: Chief Campos

Submitted By: Roxanne De La Cruz,  
CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

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Information

CAPTION

2013 - Constable Pct. #2 (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2013

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

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 5/23/13.

---

Attachments

revised

Form Review

**Inbox**  
Budget & Management  
Auditor's Office

**Reviewed By**  
Obdett Calzada  
Monica Badillo

**Date**  
05/23/2013 01:38 PM  
05/31/2013 05:25 PM  
Started On: 05/23/2013 11:05 AM

Form Started By: Roxanne De La Cruz

Final Approval Date: 05/31/2013

## INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 5-23-13

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	583	Out-of-County employee travel	\$ 1,500.00
<b>TOTAL</b>				<b>\$ 1,500.00</b>

Addition funding needed to cover Constable Martin Cantu and Chief Deputy Armando Campos travel to attend the 69<sup>th</sup> Annual JPCA of Texas conference in June 25-29th.

REASON: \_\_\_\_\_

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

  /  /    
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-38950**

**2. N.**

**CC CONSENT**

**Meeting Date:** 06/04/2013

Submitted For: Jaime E. Gonzalez

Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

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**Information**

**CAPTION**

2013 - Public Defender's Juvenile Section (1282)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2013

ACCT. #: 3-1282-412-30-085-004-3-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Funds available as of 5/29/13.

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**Attachments**

Juvenile Section

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Obdett Calzada	05/28/2013 04:31 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Patti Loya		Started On: 05/24/2013 10:02 AM
	Final Approval Date: 05/31/2013	

# INTRADEPARTMENTAL TRANSFER REQUEST

**DATE:** May 22, 2013

**2013**  
Transfer

**DEPARTMENT HEAD:** Jaime E. Gonzalez

**DEPARTMENT NAME:** Public Defender's

**ACCOUNT NUMBER:** 3-1282-412-30-085-004-3

**SUBJECT:** Intradepartmental transfer(s)



**Contact:** Patti Loya  
**Ph#:** 956-292-7040 Ext. 5433

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
584	Registration Fees	583	Out-of-County Travel	\$ 580.00
<b>TOTAL</b>				<b>\$ 580.00</b>

**REASON:**

Travel so attorneys may travel to receive required CLE's

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-38805

2. O.

CC CONSENT

Meeting Date: 06/04/2013

Submitted For: Jaime E. Gonzalez

Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

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Information

CAPTION

2013 - Public Defender's (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2013

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

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/23/13.

---

Attachments

Line Item Transfer

Form Review

**Inbox**  
Budget & Management  
Auditor's Office

**Reviewed By**  
Obdett Calzada  
Monica Badillo

**Date**  
05/16/2013 03:12 PM  
05/31/2013 05:25 PM  
Started On: 05/16/2013 08:44 AM

Form Started By: Patti Loya

Final Approval Date: 05/31/2013

DATE: May 16, 2013

2013  
Transfer



DEPARTMENT HEAD: Jaime E. Gonzalez

DEPARTMENT NAME: Public Defender's office

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

Contact Person: Patti Loya Ph#: 956-292-7040 Ext. 5433

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
831	Court Costs & Investigations	810	Dues & Memberships	300.00
<b>TOTAL</b>				<b>300.00</b>

REASON: 2013 Attorneys Membership Dues

DEPARTMENT HEAD SIGNATURE

5.16.13

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38883

2. P.

CC CONSENT

Meeting Date: 06/04/2013

Submitted By: Roy Cazares, DISTRICT  
ATTORNEY

Department: DISTRICT ATTORNEY

---

Information

CAPTION

2013 - District Attorney's Office / Civil Litigation (1100)

BACKGROUND

Monies will be used to pay for the application fee required in order to practice in Federal Court.

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Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-080-013-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/28/13.

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Attachments

DACL-03-2013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/22/2013 11:14 AM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Roy Cazares		Started On: 05/21/2013 02:14 PM
	Final Approval Date: 05/31/2013	

## INTRA-DEPARTMENTAL TRANSFER

DATE: May 28, 2013  
 DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney  
 DEPARTMENT NAME: District Attorney's Office  
 ACCOUNT NUMBER: 3-1100-412-00-080-013-0-XXX - DA's Civil Litigation  
**Subject:** Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C

CONTACT PERSON: Roy Cazares PHONE: (956) 318-2300 ext. 758

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO		
OBJECT CODE	ACCOUNT (OBJECT) NAME		OBJECT CODE	OBJECT NAME	AMOUNT
831	Court Cost & Investigation	➔	811	Licenses & Permits	\$ 352.00
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
<b>TOTAL</b>					<b>\$ 352.00</b>

REASON:

Monies will be used to pay for the application fee required in order to practice law in federal court.



\_\_\_\_\_  
 ROY CAZARES FOR RENE GUERRA  
 CRIMINAL DISTRICT ATTORNEY

\_\_\_\_\_  
 APPROVED COMMISSIONERS' COURT

/ /  
 DATE

\_\_\_\_\_  
 ATTEST COUNTY CLERK

AI-38916

2. Q.

**CC CONSENT**

**Meeting Date:** 06/04/2013

Submitted By: Virginia Rodriguez, SHERIFF  
DEPT.

Department: SHERIFF DEPT.

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Information

CAPTION

2013 - Sheriff's Office / Jail (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2013

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

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/28/13.

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Attachments

lit

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/22/2013 03:16 PM
Budget & Management	Obdett Calzada	05/22/2013 05:00 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Virginia Rodriguez		Started On: 05/22/2013 03:10 PM
	Final Approval Date: 05/31/2013	

**DATE:** 6/3/2013

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

**DEPARTMENT NAME:** Hidalgo County Sheriff's Office

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

**SUBJECT: Budget Line-Item Transfer (s)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-423-21-280-002-0-	630-FOOD	3-1100-423-21-280-002-0-	431--BLDG & OTHER STUCTIONE R&M SERVICE	10,000.00
3-1100-423-21-280-002-0-	432-EQUIP & VECHICLE R&M SERVICE	3-1100-423-21-280-002-0-	431--BLDG & OTHER STUCTIONE R&M SERVICE	10,000.00
<b>TOTAL</b>				<b>\$20,000.00</b>

**REASON:** FUNDS ARE NEEDED FOR EXPENSES FOR REMAINDER OF FISCAL YEAR.

\_\_\_\_\_  
**DEPARTMENT HEAD SIGNATURE**

\_\_\_\_\_  
**APPROVED COMMISSIONERS' COURT**

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
**DATE**

\_\_\_\_\_  
**ATTEST COUNTY CLERK**

AI-38876

2. R.

CC CONSENT

Meeting Date: 06/04/2013

Submitted By: Pete Lobato, 139TH DISTRICT COURT

Department: 139TH DISTRICT COURT

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Information

CAPTION

2013 - 139th District Court (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-003-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/23/13.

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Attachments

LIT

Form Review

**Inbox**  
Budget & Management  
Auditor's Office

**Reviewed By**  
Obdett Calzada  
Monica Badillo

**Date**  
05/21/2013 01:22 PM  
05/31/2013 05:25 PM  
Started On: 05/21/2013 10:10 AM

Form Started By: Pete Lobato

Final Approval Date: 05/31/2013

**INTRADPARTMENTAL TRANSFER**

**DATE:** May 21, 2013

**DEPARTMENT HEAD:** HON. BOBBY FLORES

**DEPARTMENT NAME:** 139TH DISTRICT COURT

**ACCOUNT NUMBER:** 3-1100-412-00-003-001-0-XXX

**SUBJECT: Intradepartmental Transfer**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
890	Other	583	Travel out of county	5,790.00
<b>TOTAL</b>				<b>5,790.00</b>

**REASON:** funding needed for out of state travel for judge  
   
 

\_\_\_\_\_  
 DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
 CC DATE

\_\_\_\_\_  
 APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
 ATTEST COUNTY CLERK

AI-39051

3. A.

CC CONSENT

Meeting Date: 06/04/2013

Submitted For: Sergio Cruz

Submitted By: Erika Zamora, BUDGET &  
MANAGEMENT

Department: BUDGET & MANAGEMENT

---

Information

CAPTION

Pct. 3 Rd Maint. (1200):

Approval of 2013 interdepartmental transfer from CW Adm-Contingency to Pct. 3 Rd Maint. in the amount of \$37,000.00.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2013

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

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available in CW ADM-Contingency(1200) as of 6/3/13.

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Attachments

Interdept transfer

Form Review

**Inbox**

Auditor's Office

Form Started By: Erika Zamora

**Reviewed By**

Monica Badillo

**Date**

05/31/2013 05:25 PM

Started On: 05/31/2013 05:04 PM

Final Approval Date: 05/31/2013

DATE: June 4, 2013

DEPARTMENT HEAD: Sergio Cruz

**2013**  
Transfer



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

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
<b>FROM</b>		
3-1200-431-00-125-030-0- 899	CW ADM CONTINGENCY	(37,000.00)
<b>TO</b>		
3-1200-431-00-123-005-0- 748	PCT 3 RD MAINT OTHER EQUIPMENT	37,000.00
TOTAL BUDGET INCREASE (DECREASE)		<b>0.00</b>

REASON: **To fund purchase of 10 mobile storage units for each department at Pct 3.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST, COUNTY CLERK

COMMISSIONERS COURT

**AI-38813**

**4. A.**

**CC CONSENT**

**Meeting Date:** 06/04/2013

Submitted For: Co. Records Mgmt Fund 1238

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

**Information**

**CAPTION**

Co. Records Mgmt Fund (1238):

Approval of interfund transfer from Co. Wide Adm.-Contingency (1100) to Co. Records Mgmt (1238) in the amount of \$1,149.36.

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2013

ACCT. #: 3-1XXX-XXX-0X-XXX-XXX-0-XXX

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

**BUDGETARY IMPACT:**

Funds available as of 5-16-13.

**Attachments**

Revised 38813

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Ivan Cantu (Originator)	Ivan Cantu	05/16/2013 09:32 AM
Budget & Management	Obdett Calzada	05/16/2013 03:15 PM
Obdett Calzada	Obdett Calzada	05/31/2013 02:33 PM
Auditor's Office	Obdett Calzada	05/31/2013 04:24 PM
Obdett Calzada	Obdett Calzada	05/31/2013 04:28 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Ivan Cantu		Started On: 05/16/2013 08:58 AM
	Final Approval Date: 05/31/2013	

DATE: June 4, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Co. Records Mgmt

ACCOUNT NUMBER: 3-1XXX-X91-01-000-X0X-0-XXX

CONTACT PERSON: Ivan Cantu PHONE: (956) 292-7025 ext. 5425

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

2013 Interfund Transfer



Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-415-00-115-002-0- 899	Co. Wide Adm.- Contingency	(1,149.36)
3-1100-491-01-000-238-0- 891	Transfers Out- Co. Records Mgmt/Preserv.	1,149.36
3-1238-391-01-000-100-0- 000	Transfers In- General Fund	1,149.36
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>1,149.36</b>

REASON: To fund the negative budgeted fund balance in Fund 1238 Co. Records Mgmt/Preservation, as requested by Auditor's office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-38979

5. A.

**CC CONSENT**

**Meeting Date:** 06/04/2013

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

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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

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Attachments

Pct 2 & 4 Cert Plat & Utility Status 06-04-13

Pct 2 & 4 Water Service Availability 06-04-13

Pct 3 Cert Plat & Utility Status 06-04-13

Pct 3 Water Service Availability 06-04-13

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Obdett Calzada	05/30/2013 09:11 AM
Manuel Chapa	Manuel Chapa	05/30/2013 09:52 AM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Irma Castillo		Started On: 05/29/2013 10:57 AM
	Final Approval Date: 05/31/2013	

PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	María De Los Angeles Castillo C/O Yonari Alcalá	4-12089
2.	Jose L. Garza	4-6465
3.	Lucio Vazquez	4-11859
4.	Abel Villarreal	4-11885
COMM. COURT: June 4, 2013		



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> 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: 4-12089  
02-04-13

### 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: Castillo  
Paloma Del Valle

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

Name: Yonari Alcala

Address: 1802 Pecador  
Edinburg TX  
78541

Water Supplier: NA

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

Phone: 956-800-8952 Account/ESI No.: 10032789448205198  
[ ] Temporary Pole [  ] Permanent Service

regarding the land described as: Paloma Del Valle #3 lot #211.

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

- A plat has been prepared;
- 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;
- 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;
- 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;
- electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 7-11-07);  
 (verified by Maria Cepeda);  
 (verified by Maria Cepeda);  
 (verified by Maria Cepeda);  
 (verified by Maria Cepeda);

[Signature] Planning Department Authorized Signature      [Signature] Hidalgo County Judge      \_\_\_\_\_ Date

ATTEST: \_\_\_\_\_  
 Hidalgo County Clerk      \_\_\_\_\_ Date



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

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956-973-7850

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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: 4-12089

### 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:

Made los Angeles Castiello

c/o Name: Yonari Alcalá

Address: 1802 Pecador

Edinburg TX 78541

Phone: 956 800 8952

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

Paloma Del Valle Ph III Lot # 211

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Made los Angeles Castiello

c/o Yonari Alcalá

Requesting Party (Signature)

05/22/13  
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease

- Rent Receipt
- Affidavit
- Other (describe) PMT

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

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

05/22/13  
Date

[Signature]  
County Official

# Chapter 232 Texas LGC Application

APPLICATION NO:  
4-12089  
Feb. 4, 2013

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

P3112-03-000-0211-00

[ 1 ] OWNER: ALCALA, JORGE  
  
7012 TAPADILLO DR  
EDINBURG TX, 78541  
Telephone No. 328-3390

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
PALOMA DEL VALLE #3 LOT 211

LOCATION: 0 M.CRISTO & SEMINARY

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: PUBLI

[ 3 ] WATER SYSTEM: N AL

[ 9 ] CONSTRUCTION TYPE: WOOD

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

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

[ 5 ] SIZE OF STRUCTURE: 990 Sq. Ft.

[ 11 ] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

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

**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 10'. 18' ABOVE CNTR LINE OF ST

## FOR COUNTY USE ONLY APPLICATION FEES

Manuel 02/04/13  
Prepared by Date

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . \$30.00

Rodolfo Rios 02/04/13  
Approved by Date

Light [ ] Water [ ]

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

Community No.: 480334

Certification of Elevation  
Required:  YES  NO  BFE

Maria Castillo 02-4-13  
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.

WARRANTY DEED WITH VENDOR'S LIEN

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

Date: January 9, 2013

Grantor: Paloma Del Valle II, Ltd.

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

Grantee: Jorge Luis Alcala and Maria De Los Angeles Castillo

Grantee's Mailing Address including County: 7012 Tapadillo Dr.  
Edinburg, Texas 78541  
Hidalgo

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of NINETEEN THOUSAND NINE HUNDRED NINETY AND 79/100 DOLLARS (\$19,990.79) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to David Crook, Attorney at Law, Trustee.

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

**Property (including any improvements):** Lot 211 of Paloma Del Valle Phase III Subdivision, according to the map recorded in Volume 53, Pages 133-136, Hidalgo County Map Records, Hidalgo County, Texas. SAVE AND EXCEPT all of the Oil, Gas and other Minerals.

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

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

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

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

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

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

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

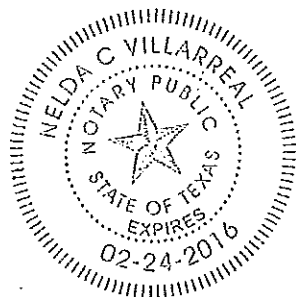
Paloma Del Valle II, Ltd.  
By: Jane Cross Enterprises, Inc.  
General Partner

BY: *Jane Cross*  
Jane Cross, President

ACKNOWLEDGMENT

STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

This instrument was acknowledged before me on January 9, 2013, by Jane Cross, President of Jane Cross Enterprises, Inc., as general partner of Paloma Del Valle II, Ltd., a Texas limited partnership, on behalf of said limited partnership.



*Nelda C. Villarreal*  
Notary Public, State of Texas

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



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> 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: 4-6465

### 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: Jose L Garza

Address: 15513 Davis Rd  
Edinburg TX

Phone: 9563697295

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

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:

LOT 157 Evergreen valley phase 2

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 3-15-05);

(verified by Jorge Castillo);

5/22/13 Robert...  
(verified by Robert...);

5/22/13 Ruben...  
(verified by Ruben...);

(verified by Jorge Castillo);

Jorge Castillo  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

## County of Hidalgo

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

Precinct No.1 Substation  
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956-973-7850

Precinct No.3 Substation  
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: \_\_\_\_\_

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

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

**PARTY MAKING REQUEST:**

Name: Jose L Garza

Address: 15513 Davis Rd  
Edinburg TX

Phone: 956 369 7295

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

Evergreen valley Lot 157 phase 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

Jose L Garza  
Requesting Party (Signature)

5/22/2013  
Date

**ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:**

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

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

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

5/29/13  
Date

Raul E. Sesin  
County Official

**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: November 15, 2006

Grantor: Evergreen Valley Inc., a Texas Corporation  
Grantor's Mailing Address:  
3714 S. Exp. 281  
Edinburg, Texas 78539

1691098

Grantee: Jose L. Garza  
Grantee's Phone Number: (956) 380-2549  
Grantee's Mailing Address (including county):  
507 N. 10th Ave.  
Edinburg, Texas 78541  
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-Three Thousand Hundred Dollars and 00/100's(\$23,700.00), 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) 157, 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 there from. If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

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

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

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

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

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

Evergreen Valley Inc., a Texas Corporation

BY: *Herb Scurlock III*  
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the November 15, 2006, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

*Cynthia L. Martinez*  
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Evergreen Valley Inc.  
3714 S. Exp. 281  
Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO: 4-6465 Jun. 5, 2007

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

E8250-02-000-0157-00

[1] OWNER: GARZA, JOSE I 507 N. 10 AVE EDINBURG, TX 78541 Telephone No.

[7] LEGAL DESC./NAME OF SUBDIVISION EVERGREEN VALLEY PH 2 LOT 157

LOCATION: 0 VAL VERDE & MILE 20

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: OTHE

[9] CONSTRUCTION TYPE: BLOC

[4] PURPOSE OF APPLICATION: NFW RESIDENCE X-51 RESIDENTIAL

[10] EST. COST OF CONST.: \$110,000

[5] SIZE OF STRUCTURE: 2,800 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES NO

[6] USE OF BUILDING: RESIDENTIAL

Special Conditions: No construction allowed over any easements. MUST COMPLY W. ALL COUNTY SETBACKS AND REGULATIONS FRONT 50' SIDE 6' REAR 35' SIDE 6'

FOR COUNTY USE ONLY APPLICATION FEES

OTHER TOTAL AMOUNT \$0.00

Light [X] Water [X]

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

Community No.:

Certification of Elevation Required: YES NO BFE

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

Prepared by [Signature] Date 6/5/07

Approved by Humberto Garza Date 6/11/07

Signature of Owner or Applicant [Signature] Date 6/5/07

[ NOTICE ]

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

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



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> 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: 4-11859

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

10/05/12

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service _____	Final Service <i>[Signature]</i>
Inspection/Permit No:	Authorized Signature _____	Authorized Signature 49471
Date Approved:	1 / 1	5 / 17 / 13

Name: LUCIO VAZQUEZ  
CIRCLE NORTH

Address: 213 LOS CERRITOS  
EDINBURG TX  
78541

Water Supplier: NAWS

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

Phone: 361-237-6525  Temporary Pole  Permanent Service

Account/ESI No.: 273585-001

regarding the land described as: LOS CERRITOS NO. 2 LOT #04

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

- A plat has been prepared;
- 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;
- 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;
- 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;
- electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 3-29-95);  
*[Signature]*  
 (verified by [Signature]);  
*[Signature]* 5/17/11  
 (verified by [Signature]);  
*[Signature]* 5/17/07  
 (verified by [Signature]);  
*[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

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

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

Precinct 1 2 3 4  
Application No: 4-11859

### 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: LUCIO-VAZQUEZ

Address: 213-LOS-CERRITOS-

CIRCLE-NORTH-EDINBURG-TX-78541

Phone: \_\_\_\_\_

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

Los Cerritos NO. 2 LOT #04

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X Lucio Vazquez  
Requesting Party (Signature)

5-1-12 2013  
Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

Date

05/22/15

County Official

[Signature]

**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.**

**WARRANTY DEED**

Date: **January 3, 2013**

2373454

Grantor: **Alonso J. Hernandez Gonzalez and wife, Elsa Hernandez**

Grantor's Mailing Address (including county):

**2503 Santiago St.  
Edinburg, Texas 78541  
Hidalgo County, Texas**

Grantee: **Lucio Vazquez and wife, Araceli Vazquez**

Grantee's Mailing Address (including county):

**6335 Adventure Ave.  
Edinburg, Texas 78542  
Hidalgo County, Texas**

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

**Lot Four (4), LOS CERRITOS SUBDIVISION UNIT NO. 2., Hidalgo County Texas, as per map or plat thereof recorded in Volume 30, Page 21, Map Records, Hidalgo County, Texas.**

Reservations from and Exceptions to Conveyance and Warranty:

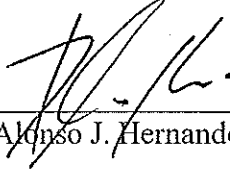
1. All prior mineral reservations of record;
2. All Oil, Gas and Mineral Leases of record, if any;
3. All rules, regulations, rights of way and easements in favor of the water district within which property is located;
4. All easements and restrictions of record and all visible easements; and
5. Standby fees, taxes and assessments by any taxing authority for the year 2012.

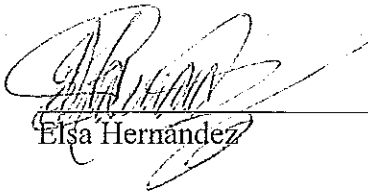
Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and

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.

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

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

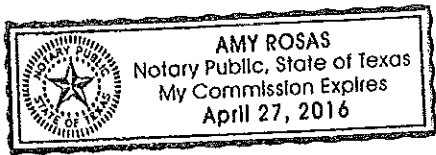
  
\_\_\_\_\_  
Alonso J. Hernandez Gonzalez

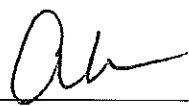
  
\_\_\_\_\_  
Elsa Hernandez

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 14<sup>th</sup> day of January, 2013 by Alonso J. Hernandez Gonzalez and wife, Elsa Hernandez.



  
\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:  
Lucio Vazquez and wife, Araceli Vazquez  
6335 Adventure Ave.  
Edinburg, Texas 78542**

Chapter 232 Texas LGC Application

APPLICATION NO:

4-11859

Oct. 5, 2012

COUNTY OF HIDALGO  
PLANNING DEPARTMENT

1304 S. 25th Ave EDINBURG TX 78539  
TEL 318-2840 FAX 318-2844

L5827-02-000-0004-00

[ 1 ] OWNER: HERNANDEZ, ALONSO J.

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
LOS CERRITOS UT 2 LOT 4

2503 SANTIAGO  
EDINBURG, TX 78542

Telephone No. 533-7711

LOCATION: 0 490 & 281

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: INSTA

[ 3 ] WATER SYSTEM: OTHE

[ 9 ] CONSTRUCTION TYPE: WOOD

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

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

[ 5 ] SIZE OF STRUCTURE: 623 Sq. Ft.

[ 11 ] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

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

Special Conditions: No construction allowed over any easements.

MUST COMPLY W/ALL REGULATIONS AS PER COUNTY  
STATE CITY FEMA & SETBACKS. FRONT 30' SIDE 10'  
REAR 25' . 18" ABOVE CNTR LINE OF ST.

FOR COUNTY USE ONLY  
APPLICATION FEES

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . \$30.00

Light [ ] Water [ ]

Flood Zone: NO  
Panel No. /Suffix: 0225 B Pct: 4

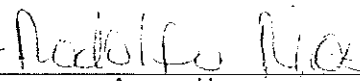
Community No.: 480334

Certification of Elevation  
Required:  YES  NO  BFE

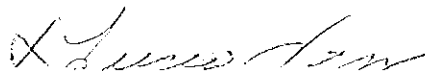
- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures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

  
Prepared by

10/05/12  
Date

  
Approved by

10/04/12  
Date

  
Signature of Owner or Applicant

10-05-12  
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.



# PLANNING DEPARTMENT

Rev. 02-19-10

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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. Segin, P.E., CFM  
Planning Administrator

Application No: 4-11805

### 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: ABEL VILLARREAL

Address: 22812 N. Sharp Rd.  
Edinburg TX 78541

Phone: 239-0130

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

Water Supplier: NORTH ALAMO WATER SERV.

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

Account/ESI No.: 233108-001  
 Temporary Pole  Permanent Service

regarding the land described as European Valley Est. #2 lot 199

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 3-15-05)  
 (verified by Raul Castillo)  
 (verified by [Signature])  
 (verified by [Signature])  
 (verified by Raul Castillo)

Raul E. Segin  
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 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

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

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

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

Precinct 1 2 3 4  
Application No: 4-11885

### 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: ABEL VILLARREAL  
Address: 22812 N. SHARP RD.  
EVERGREEN VALLEY EST. LOT 199 PHASE II  
Phone: 239-0130

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

Evergreen Valley Est. #2 Lot 199

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

[Signature]  
Requesting Party (Signature)

5-24-13  
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:

5/24/13  
Date

[Signature]  
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

4-11885

Oct. 23, 2012

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

E8250-02-000-0199-00

[ 1 ] OWNER: VILLARREAL, ABEL & ELISE

22812 N. SHARP RD.
EDINBURG, TX. 78539

Telephone No. 239-0130

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION

EVERGREEN VALLEY EST PH2
LOT 199 4/18/08 NA/F AG
5/15/09MV233108-1/F AGLIGHT

LOCATION: 0 SHARP & DAVIS

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: INSTA

[ 3 ] WATER SYSTEM: N AL

[ 9 ] CONSTRUCTION TYPE: WOOD

[ 4 ] PURPOSE OF APPLICATION: NEW RESIDENCE

25- RESIDENTIAL NEW SINGLE DWELLING

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

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

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

[ 11 ] SPECIAL FLOOD HAZARD AREA: YES NO

Special Conditions: No construction allowed over any easements.

MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' SIDE'S 6' REAR 150' FINISH FLOOR OF ELEV
18" TOP OF STREET.

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER

TOTAL AMOUNT \$30.00

Light [X]

Water [X]

Flood Zone: NO
Panel No. /Suffix:

030510

Pct: 4

Community No.:

400504

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.

Flow Castillo
Prepared by

10/23/12
Date

Rudy Rico
Approved by

10/22/12
Date

[Signature]
Signature of Owner or Applicant

Date

[ NOTICE ]

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

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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: December 5, 2005

Grantor: Evergreen Valley Inc., a Texas Corporation  
Grantor's Mailing Address:  
3714 S. Exp. 281  
Edinburg, Texas 78539

Grantee: Abel Villarreal & Elise Villarreal  
Grantee's Phone Number: (956)384-9293  
Grantee's Mailing Address (including county):  
1215 E. Loeb St.  
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 FortyTwo Thousand Four Hundred Fifty Dollars and no/100's(\$42,450.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 199, 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;

and other minerals previously reserved or conveyed by any parties having  
lines, drainage swale requirements, and other matters shown on the plat of Evergreen  
as shown on the plat thereof, recorded in Volume 47, Pages 85-97, Map records of Hidalgo County,

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

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

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

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

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

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

Evergreen Valley Inc., a Texas Corporation

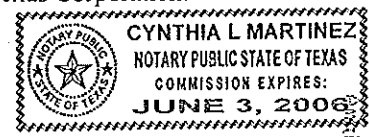
BY: *Herb Scurlock III*  
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the December 5, 2005, by Herb Scurlock III, Secretary of Evergreen Valley  
Inc., a Texas Corporation, on behalf of said Texas Corporation.

*Cynthia L Martinez*  
Notary Public, State of Texas



AFTER RECORDING RETURN TO:  
Evergreen Valley Inc.  
3714 S. Exp. 281  
Edinburg, Texas 78539  
Special Warranty Deed  
Page 2

Filed for Record in:  
Hidalgo County  
by  
Eddy Trevino  
County Clerk  
On: Dec 13, 2005 at 11:55A  
As a Recording  
Document Number: 153215  
Total Fees: 20.00  
Receipt Number - 727016  
By: Belis Rodriguez, Deputy

*11*

*[Handwritten signature]*

PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY		
	APPLICANT	APPLICATION NO.
1.	Raul H. Gonzalez	4-12432
	COMM. COURT: June 4, 2013	



# PLANNING DEPARTMENT

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> 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

RECEIVED  
BY: PR Rev. 02-19-10  
MAY 21 2013  
HIDALGO COUNTY  
PLANNING DEPT.  
Precinct 1 2 3 4

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

Application No: 4-12832


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

Upon the application of:

Name: Raul H. Gonzalez

Address: 2205 N.I st.  
McAllen Tx. 78501

Phone: (956) 854-0923

Approved by Environmental Health:	Temporary Service  Authorized Signature	Final Service
Inspection/Permit No:	<u>Temp. Electricity</u>	Authorized Signature
Date Approved:	<u>5/20/13</u>	<u>   /   /</u>

Water Supplier: Shakyland Water Supply

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

Account/ESI No.: 329548 322005  
 Temporary Pole  Permanent Service

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

The S. 112 of the West 112  
of Lot 106, Ramseyer Gardens Subdivision, Unit No. 2,  
Hidalgo County, Texas, North Monte Cristo, & Big 5 Rd.  
78540

[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 May 20, 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.~~

  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10

Main Office  
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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

Precinct 1 2 3 4

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

Application No: 4-12438

### 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

Raul Gonzalez

Known to me [or proved to me in the oath of \_\_\_\_\_ or through  
U.S. Passport (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:  
the S. 1/2 of the West 1/2 of lot 106 Ramseyer Gardens Unit No. 2  
Big 5 Road North 11, Edinburg, TX."

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

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

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

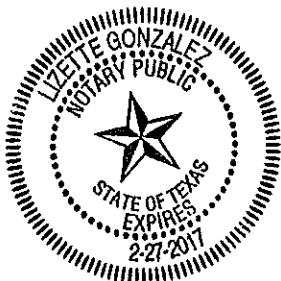
- 3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

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

Raul Gonzalez (Signature)

SUBSCRIBED AND SWORN TO before me on May 20, 2013, to certify which, witnesses my hand and seal of office.



Lizette Gonzalez  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:  
4-12432  
May. 17, 2013

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

R0800-02-000-0106-02

[ 1 ] OWNER: GONZALEZ, RAUL  
2205 N. I ST  
MCALLEN, TX. 78501  
Telephone No. 854-0923

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
RAMSEYER GARDEN #2 LOT 106-S1/  
W1/2 2.865 AC NET  
3/12/13AG WATER

LOCATION: 0 BIG 5 & MONTECRISTO

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: EXIST

[ 3 ] WATER SYSTEM: SHAR

[ 9 ] CONSTRUCTION TYPE: WOOD

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

[ 10 ] EST. COST OF CONST.: \$75,000

[ 5 ] SIZE OF STRUCTURE: 3,750 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 15' FINISH FLOOR OF ELEV.  
18" NATURAL GROUND

FOR COUNTY USE ONLY  
APPLICATION FEES

How J. Castillo 5/17/13  
Prepared by Date

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . \$30.00

Erwin Ceballos 5/9/13  
Approved by Date

Light [X] Water [X]  
Flood Zone: NO Panel No. /Suffix: 0325 D Pct: 4  
Community No.: 118334  
Certification of Elevation Required:  YES  NO  BFE

Rafael 5/17/13  
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.

EDWARDS ABSTRACT  
AND TITLE CO. GF # 00919411

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: December 21, 2011

Grantor: JORGE SALDANA, a single person

Grantor's Mailing Address (including county): 902 W. Water Street  
Rio Grande City, Texas 78582  
Starr County, Texas

Grantee: RAUL GONZALEZ

Grantee's Mailing Address (including county): 2205 N. I Street  
McAllen, Texas 78501  
Hidalgo County, Texas

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

Property (including any improvements):

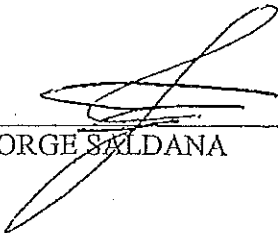
The South 1/2 of the West 1/2 of Lot One Hundred Six (106), Ramseyer Gardens Subdivision, Unit No. 2, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 11, Page 31, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in VOLUME 2273, PAGE 868, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

All the oil, gas and other minerals, in, under or that may be produced from the land are excepted herefrom in instrument(s) dated November 8, 1985, recorded in Volume 2273, Page 868, Official Records, and dated February 4, 1955, recorded in Volume 833, Page 372, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

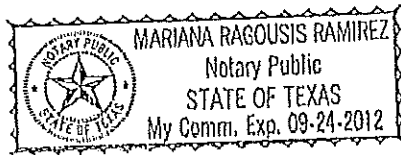
Oil, Gas and Mineral Lease(s) dated July 31, 1979, recorded in Volume 384, Page 351, Volume 384, Page 355, Volume 384, Page 843, Volume 384, Page 847, Volume 384, Page 851, and Volume 384, Page 864, Oil and Gas Records, dated September 25, 1979, recorded in Volume 385, Page 42, Oil and Gas Records, dated September 10, 1978, recorded in Volume 385, Page 282, and Volume 386, Page 238, Oil and Gas Records; dated September 10, 1979, recorded in

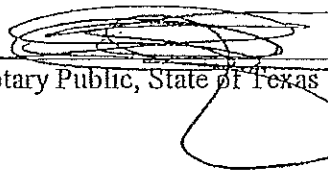
  
\_\_\_\_\_  
JORGE SALDANA

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 21 of December,  
2011, by JORGE SALDANA.



  
\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
RAUL GONZALEZ  
2205 N. I Street  
McAllen, Texas 78501

PREPARED BY:  
Lewis, Monroe & Peña  
Attorneys At Law  
3111 W. Freddy Gonzalez Drive  
Edinburg, Texas 78539  
GF#: 774179; VC:bc

<b>PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT &amp; UTILITY STATUS</b>		
	<b>APPLICANT</b>	<b>APPLICATION NO.</b>
1.	FAVIOLA TIJERINA	3-13732
2.	BRENDA RODRIGUEZ HERRREA	3-13744
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: JUNE 4, 2013	



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> 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: 313732  
5/23/13

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer
Date Approved:	1 / 1	5/29/13

Name: Faviola Tijerina

Address: 501 Turtle Dr  
mission, TX  
78572

Water Supplier: Mud#1

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

Phone: 960-3875  
Account/ESI No.: 100327894  
[ ] Temporary Pole [x] Permanent Service

regarding the land described as: Villa-Ramirez East Ph4 Lot 431

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

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

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

(Date approved 8/27/03;

(verified by Sandra Canter  
Sandra Canter

(verified by Sandra Canter

(verified by Sandra Canter

(verified by Sandra Canter  
Sandra Canter  
Date

Sandra Canter 5/23/13  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

ATTEST: \_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10

Main Office  
1304 South 25<sup>th</sup> 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: 3-13732

5/23/13

### 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: Faviola Tijerina  
Address: 501 Turtle Dr  
Mission, TX 78572  
Phone: 960-3875

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

Villa-Rama East Ph4 Lot 431

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Faviola Tijerina  
Requesting Party (Signature)

5/23/13  
Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) copy of permit

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

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

5/23/13  
Date

Sandra Onte  
County Official

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS \$  
\$ KNOWN ALL MEN BY THESE PRESENTS:  
COUNTY OF HIDALGO \$

THAT THE UNDERSIGNED, Rick Martin Individually and dba Villa Rama East, whose address is 7208 W. Expressway 83, Mission, Hidalgo County, Texas 78572, hereinafter referred to as "Grantor", for and in consideration for the sum of \$10.00 cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, and the further consideration of the execution and delivery by the grantee of that one certain promissory note of even date herewith in the principal sum of \$ 20,495.00 payable to the order of Grantor as therein specified 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 Jack A. Martin, TRUSTEE, has Granted, sold, and CONVEYED and by there presents

does hereby GRANT, SELL and CONVEY unto Jesus E. Lozano & Faviola T. Tijerina whose address is 501 Turtle DR.

Mission County, Hidalgo, Texas herein referred to as "Grantee", the real property (including any improvements) described as follows:

Lot 431 Villa Rama East Subdivision Phase 4  
Hidalgo County, Texas

This conveyance, however, is made and accepted subject to any and all reservations, exceptions, leases, easements, restrictions, rights, uses and regulations of records or visible taxes for this year and any subsequent years and save and except all water rights and oil, gas and other minerals.

As a material part of the consideration for this deed, Grantor and Grantees are taking the property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the property is fit for a particular purpose. Grantees acknowledge that Grantees are not relying upon any presentation, statement or other assertion with respect to the property condition but is relying upon Grantees' examination of the property. Grantees take the property under the express understanding there are no express or implied warranties (except for limited warranties of title set forth in this document).

This conveyance is made subject to the prior lien deed of trust lien recorded in the official records of Hidalgo County, Texas, upon which The First State Bank & Trust Company, Mission, Texas, is the original beneficiary secures payment of a promissory note. Grantee in this Deed does not assume payment of that note. Payee of the wraparound note is obligated to pay all the installments on that note as they fall due. In the event of default in payment of that note, Grantee shall have the right to cure any such default as long as Grantee is not in default in payment of the wraparound note given to this Grantor or in performance of the covenants of the Deed of Trust securing it. If Grantee cures a default in payment of the note, Grantee may receive credit on the wraparound note given to this grantor for all amounts so paid as of the date of the payment in the manner that Grantee directs.

TO HAVE AND TO HOLD the above described premises, subject to the above exceptions together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises, subject to the above exceptions unto the said Grantee, Grantee's heirs, executors, administrators,

successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof when the claim is by, through or under the Grantor.

But it is expressly agreed that the Vendor's Lien as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereafter, when this deed shall become absolute, but not otherwise.

EXECUTED this 20 day of June, 2012.

GRANTORS: 

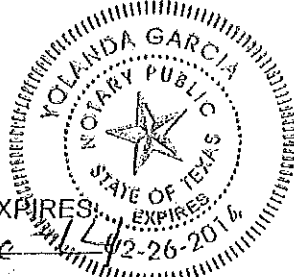
Villa-Rama East Sub. A dba of Rick Martin aka Richard A. Martin

AFTER RECORDING RETURN TO:

RAM INVESTMENTS  
7208 W. EXPRESSWAY 83  
MISSION, TEXAS 78572

THE STATE OF TEXAS \$  
\$  
COUNTY OF HIDALGO \$

The foregoing instrument was acknowledge before me on the 20 day of June, 2012, by Rick Martin.



Yolanda Garcia  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME OF NOTARY  
Yolanda Garcia

MY COMMISSION EXPIRES 02-26-2016

The undersigned GRANTEE hereby accepts and consents to the deed attached hereto including, but not limited to, the provision concerning title exceptions and "AS IS" condition contained therein, and acknowledges that same is in conformity with Grantee's intent, any agreements and representations made to GRANTEE or, if not, GRANTEE hereby amends any agreement and representations to conform this deed and the terms and provisions of same shall control in the event of any conflict and GRANTEE acknowledges this deed constitutes complete compliance to all agreements and representation, if any, of GRANTOR to the complete satisfaction of GRANTEE regarding the property described in the attached deed.

Dated this the 20 day of June, 2012.

GRANTEE(S)

X Jesus Lozano

X Favola Ayelina

Chapter 232 Texas LGC Application

APPLICATION NO:  
3-13732  
May. 23, 2013

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

V3440-04-000-0431-00

[ 1 ] OWNER: LOZANO, JESUS E  
TIJERINA, FAVIOLA T  
501 TURTLE DR  
MISSION, TX 78572  
Telephone No. 960-3875

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
VILLA-RAMA EAST PH 4 LOT 431  
C-01

[ 2 ] CONTRACTOR: SELF

LOCATION: 7303 EXP 83 & SHOWERS

[ 3 ] WATER SYSTEM: OTHE

[ 8 ] SEWAGE: PUBLI

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

[ 9 ] CONSTRUCTION TYPE: BLOC

[ 5 ] SIZE OF STRUCTURE: 2,215 Sq. Ft.

[10] EST. COST OF CONST.: \$60,000

[ 6 ] USE OF BUILDING: NEW RES ZONE C

[11] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

**Special Conditions: No construction allowed over any easements.**  
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.  
FRONT 25' SIDES 6' REAR 15'  
18 INCHES ABOVE TOP OF CURB.

FOR COUNTY USE ONLY  
APPLICATION FEES

Sandra Carter 5/23/13  
Prepared by Date

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . \$30.00

R. Carter 5/17/13  
Approved by Date

Light [X] Water [ ]  
Flood Zone: NO Panel No. /Suffix: 0400c Pct: 3  
Community No.: C/80334  
Certification of Elevation Required:  YES  NO  BFE

X-Louisba Tijerina 5/23/13  
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.



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> 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: 3-13744  
5/28/13

### 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: Brenda Rodriguez  
Herrera  
Address: 2212 Time Dr  
Mission, TX  
78574  
Phone: 215-1524

Approved by Environmental Health:	Temporary Service	Final Service
Inspection/Permit No:	Authorized Signature	<u>Constantino</u> Authorized Signature
Date Approved:	<u>1 1</u>	<u>5/28/13</u>

Water Supplier: Sharyland  
Utility Provider:  J.M.V.E.C.  HAEP  
Account/ESI No.: 100327294  
 Temporary Pole  Permanent Service

regarding the land described as:

Quality Estates Lot 12

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

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

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court;
- 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 1-9-07);

(verified by Sandra Carste);

(verified by Sandra Carste);

(verified by Sandra Carste);

(verified by Sandra Carste);

Sandra Carste 5/28/13  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10

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

Precinct 1 234

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

Application No: 3-13744

### 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: Brenda Rodriguez Herrera  
Address: 2212 Time Dr  
Mission, TX 78574  
Phone: 215-1524

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

Quality Estates Lot 12

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Brenda C. Herrera  
Requesting Party (Signature)

5/24/13  
Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) copy of permit

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

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

5/28/13  
Date

Sandra Carter  
County Official

**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

1728903

Date: February 22, 2007

Grantor: Quality Fruit, Inc., a Texas Corporation  
Grantor's Mailing Address:  
P.O. Box 720883  
McAllen, Texas 78504

Grantee: Brenda C. Rodriguez and David Herrera

Grantee's Mailing Address (including county):  
804 South 25 1/2 Street East  
McAllen, Texas 78501  
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-Four Thousand Five Hundred Dollars and No Cents (\$24,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note").

The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 12, Quality Estates Subdivision, as shown by the map or plat thereof recorded in Volume 52, Pages 36-38, Map Records of Hidalgo County, Texas

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 Quality Estates Subdivision, as shown on the plat thereof, recorded in Volume 52, Pages 36-38, of the Map records of Hidalgo County, Texas.

**The Property shall be held, sold and transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses, privileges, charges and liens hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest therein and shall inure to the benefit of each Owner:**

1. All lots may be used for commercial or residential purposes.

**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.

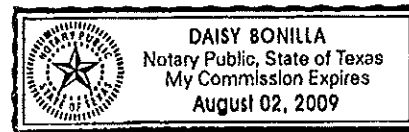
By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and 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.

Quality Fruit, Inc., a Texas Corporation

BY: *Laura Coffman*  
Laura Coffman, Corporate Agent

(Acknowledgment)



State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 2nd day of February, 2007, by Laura Coffman, as Corporate Agent of Quality Fruit, Inc., a Texas Corporation.

*Daisy Bonilla*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Quality Fruit, Inc.  
P.O. Box 720883  
McAllen, Texas 78504

# Chapter 232 Texas LGC Application

APPLICATION NO:  
3-13744  
May. 28, 2013

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

Q2010-00-000-0012-00

[ 1 ] OWNER: RODRIGUEZ, BRENDA  
C/O RODRIGUEZ, MAYRA  
2212 TIME DR  
MISSION, TX 78574  
Telephone No. 215-1524

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
QUALITY ESTATES LOT 12  
X-44

[ 2 ] CONTRACTOR: SELF

LOCATION: 0 9 ML & MOOREFIELD RD

[ 3 ] WATER SYSTEM: SHAR

[ 8 ] SEWAGE: EXIST

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

[ 9 ] CONSTRUCTION TYPE: META

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

[ 10 ] EST. COST OF CONST.: \$500

[ 6 ] USE OF BUILDING: RES MH ZONE X

[ 11 ] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

**Special Conditions: No construction allowed over any easements.**  
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.  
FRONT 25' SIDES 6' REAR 15'  
18 INCHES ABOVE TOP OF CURB.

### FOR COUNTY USE ONLY APPLICATION FEES

Sandra Carter 5/28/13  
Prepared by Date

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . \$30.00

H. Garza 5/28/13  
Approved by Date

Light [X] Water [X]  
Flood Zone: NO  
Panel No. /Suffix: 0300D Pct: 3  
Community No.: 480334  
Certification of Elevation  
Required:  YES  NO  BFE

X [Signature] 5 28 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.

PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY		
	APPLICANT	APPLICATION NO.
1.	JUAN JOSE VALLES	3-13678
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: JUNE 4, 2013	



# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10

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956-973-7850

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

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

Precinct 1 2 3 4

Application No: 3-13678  
5/10/13

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

Upon the application of:

Name: Juan Jose Valles

Address: 1705 N. Chicago  
St

Alton, TX 78573

Phone: 432-9095

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		<u>T350</u>
Date Approved:	<u>1 / 1</u>	<u>5/24/13</u>

Water Supplier: Shary land

Utility Provider:  M.V.E.C.  AEP<sup>(5c)</sup>

Account/ESI No.: NA  
 Temporary Pole  Permanent Service

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

Tierra Estates Lot 54

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

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

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

-OR-

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

Sandra Carter 5/24/13  
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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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: 3-13678

5/10/13

### 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

Juan Jose Valles

Known to me [or proved to me in the oath of Texas Driver License or through TDL# 15361694 (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:

Tierra Estates Lot 54"

[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."

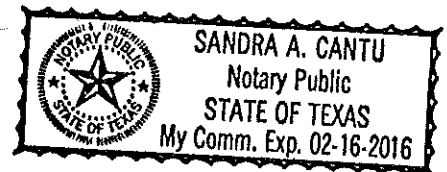
-OR-

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."

Juan J Valles (Signature)

SUBSCRIBED AND SWORN TO before me on May 24, 2013, to certify which, witnesses my hand and seal of office.

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



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

**Warranty Deed with Vendor's Lien**

**Date:** June 24, 2011

**Grantor:** AIDA TAPIA, joined herein proforma by my husband, JOSE A. MACHADO, as the property herein conveyed constitutes no part of our homestead and is my sole and separate property, and THELMA S. CABRERA, a widow

**Grantor's Mailing Address:** 10871 Quill Garden Lane  
Houston, TX 77075  
Harris County

**Grantee:** JUAN JOSE VALLES

**Grantee's Mailing Address:** 1803 Chicago St.  
Alton, TX 78574  
Hidalgo County

**Consideration:** Cash and a note of even date executed by Grantee and payable to the order of AIDA TAPIA in the principal amount of SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to LOUIS C. BROWN, trustee.

**Property (including any improvements):**

Lots 53 and 54, TIERRA ESTATES SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 23, Page 80, Map Records of Hidalgo County, Texas.

**Reservations from Conveyance:**  
None

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2011, which Grantee assumes and agrees to pay.

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

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.

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

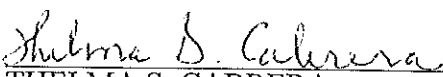
When the context requires, singular nouns and pronouns include the plural.

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

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

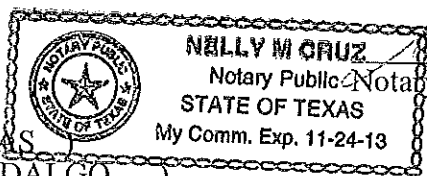
  
AIDA TAPIA

  
JOSE A. MACHADO

  
THELMA S. CABRERA

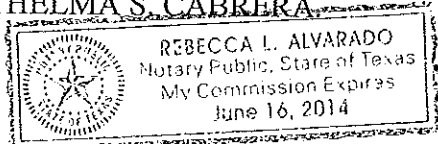
STATE OF TEXAS )  
COUNTY OF HARRIS )

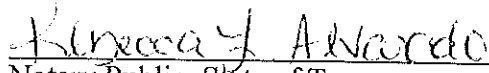
This instrument was acknowledged before me on 28, June, 2011, by AIDA TAPIA and husband, JOSE A. MACHADO.



STATE OF TEXAS )  
COUNTY OF HIDALGO )

This instrument was acknowledged before me on JUNE 27, 2011, by THELMA S. CABRERA.



  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:  
LOUIS C. BROWN, ATTORNEY  
1207 Conway  
Mission, TX 78572  
Tel: (956) 585-4864  
Fax: (956) 585-0214  
File No.: 6-11-21222

AFTER RECORDING RETURN TO:  
LOUIS C. BROWN, ATTORNEY  
1207 Conway  
Mission, TX 78572  
Tel: (956) 585-4864  
Fax: (956) 585-0214

Chapter 232 Texas LGC Application

APPLICATION NO:

3-13678

May. 10, 2013

COUNTY OF HIDALGO  
PLANNING DEPARTMENT

PO DRAWER B EDINBURG TX 78539  
TEL 318-2840 FAX 318-2844

T5270-00-000-0054-00

[ 1 ] OWNER: VALLES JUAN JOSE  
1705 N CHICAGO ST  
ALTON TX 78573  
Telephone No. 432-9095

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
TIERRA ESTATES LOT 54

[ 2 ] CONTRACTOR: SELF

LOCATION: 0 6 MILE & CONWAY

[ 3 ] WATER SYSTEM: SHAR

[ 8 ] SEWAGE: INSTA

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

[ 9 ] CONSTRUCTION TYPE: BLOC

[ 5 ] SIZE OF STRUCTURE: 1,421 Sq. Ft.

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

[ 6 ] USE OF BUILDING: RES. CONST

[ 11 ] SPECIAL FLOOD HAZARD AREA: YES  
NO

Special Conditions: No construction allowed over any easements.  
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS  
FRONT:25' BACK:15' SIDE:6' SIDE:6'  
18" ABOVE NAT GROUND. FLOODZONE:X25

FOR COUNTY USE ONLY  
APPLICATION FEES

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . \$30.00

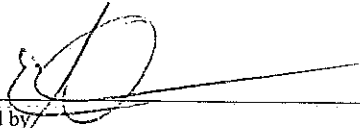
Light [X] Water [X]

Flood Zone: NO  
Panel No. /Suffix: \_\_\_\_\_ Pct: 0

Community No.: 02950

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 5-10-13

Arto Garza  
Approved by \_\_\_\_\_ Date 5-10-13

X Juan J Valle  
Signature of Owner or Applicant \_\_\_\_\_ Date 5-10-13

[ 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-38906**

**6. A.**

**CC CONSENT**

**Meeting Date:** 06/04/2013

Submitted By: Norma Martinez, DISTRICT  
CLERK

Department: DISTRICT CLERK

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**Information**

**CAPTION**

District Clerk:  
Approval of monthly fee report for the month of April 2013

**BACKGROUND**

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**Attachments**

April 2013 Fee Report - District Clerk

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Obdett Calzada	05/22/2013 11:22 AM
Olga Garza	Olga Garza	05/31/2013 02:48 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Norma Martinez		Started On: 05/22/2013 11:16 AM
	Final Approval Date: 05/31/2013	

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 1 OF 3

FOR THE MONTH OF APRIL 2013

DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))		# OF CASES	
DIVORCE & FAMILY LAW CASES	# 356	Cases To Report	= \$ 15,777.38
PARTIAL PAYMENT			1100-207-20-000-051-0-000 \$ 15,777.38
OTHER THAN DIVORCE/FAMILY	# 860	Cases To Report	= \$ 42,735.36
PARTIAL PAYMENT			1100-207-20-000-052-0-000 \$ 42,735.36
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))			
DIVORCE & FAMILY LAW CASES	# 388	Actions To Report	= \$ 1,939.65
PARTIAL PAYMENT			
OTHER THAN DIVORCE/FAMILY	# 996	Actions To Report	= \$ 9,822.07
PARTIAL PAYMENT			1100-207-20-000-050-0-000 \$ 11,761.72
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05	# 2	Cases To Report	= \$ 74.00
PARTIAL PAYMENT			
JUDICIAL SUPPORT FEE (LGC 133.154) @\$42.00AFTER 1/1/08	# 1207	Cases To Report	= \$ 50,357.13
PARTIAL PAYMENT			1100-207-20-000-055-0-000 \$ 50,431.13
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07 @\$15.00			1100-341-10-090-011-0-000 \$ 3,944.88
CLERK COST (GC 51.317(b)(1)&(b-1))	\$ 61,115.80		
OTHER CLERK COST (GC51.317-319)	\$ 49,568.53		
TIME PAYMENT (LGC 133.103) @\$10.00			\$ 1,910.95
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))			\$ 41,538.63
OTHER FEES:			
REGISTRY ADMINISTRATION FEE (LGC 117.055)			\$ 500.00
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)			\$ 4,879.76
NSF CHECK FEE (LGC 118.141)			\$ 40.00
STOP PAYMENT CHARGE (LGC 118.141 (b)(1)-(2))			\$ 20.00
TOTAL CLERK'S FEES			1100-341-10-090-001-0-000 \$ 159,573.68
INTEREST EARNED FOR THE MONTH OF APRIL 2013			1100-361-11-000-005-0-000 \$ -
COURT FEES:			1100-341-10-090-007-0-000 \$ 193.67
DISTRICT ATTORNEY (CCP 102.008)			1100-341-10-090-008-0-000 \$ -
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)			1100-341-10-000-003-0-000 \$ -
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @\$150.00			1100-341-10-090-002-0-000 \$ 477.74
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @\$ 2.50			1100-207-20-000-005-0-000 \$ 2,388.68
TIME PAYMENT (LGC 133.103) @ \$12.50			1100-341-10-090-003-0-000 \$ 2,962.00
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@\$2.00			1100-207-20-000-001-0-000 \$ 5,057.70
APPELLATE JUD. SYS. FUND (GC 22.2141) @\$5.00			1100-341-10-090-004-0-000 \$ -
MASTER COURT FEES (14.82gFC) @\$7.00			1100-341-10-090-006-0-000 \$ 22,441.96
JURY FEES (CCP 102.004) @\$30.00			1100-341-10-090-013-0-000 \$ 1,675.00
PASSPORT EXECUTION FEE @\$25.00			1100-341-10-090-014-0-000 \$ 400.00
PASSPORT PHOTO FEE @\$15.00			1100-341-10-090-015-0-000 \$ 6,820.81
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ \$5.00			1100-341-10-090-016-0-000 \$ 4,923.91
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)			
SHERIFF FEES (CCP 102.011) \$ 24,656.16			1100-342-10-090-001-0-000 \$ 30,464.23
SHERIFF FEES (HCSO) \$ 5,808.07			1100-342-10-291-000-0-000 \$ -
CONSTABLE FEES(CCP 102.011)			1100-342-10-292-000-0-000 \$ 361.80
		PCT. 1	1100-342-10-293-000-0-000 \$ 2,056.02
		PCT. 2	1100-342-10-294-000-0-000 \$ 3,770.65
		PCT. 3	1100-342-10-295-000-0-000 \$ -
		PCT. 4	1100-351-20-090-001-0-000 \$ 21,052.87
		PCT. 5	1200-351-10-090-000-0-000 \$ 78,239.70
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)			1200-352-10-090-001-0-000 \$ -
FINES (LGC 113.004)			1225-341-10-080-000-0-000 \$ 6,500.00
BOND FORFEITURES (CCP 22.16)			1241-341-10-090-001-0-000 \$ 6,781.34
PRE-TRIAL DIVERSION PROGRAM FEES (CCP 102.0121 (a))			
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)			
# CIVIL FILINGS X \$5.00 = \$ 5,863.19			
# FELON CONV. X \$5.00 = \$ 918.15			
# MISD CONV. X \$3.00 = \$ -			
COUNTY RECORDS PRESERVATION (GC 51.708)			1238-341-10-090-001-0-000 \$ 11,805.45
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)			1238-341-20-090-001-0-000 \$ 11,214.82
# CIVIL FILINGS X \$5.00 = \$ 7,093.41			
# CRIM CONV. X \$22.50 = \$ 4,121.41			
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))			1235-341-10-090-000-0-000 \$ 7,495.84
# CIVIL FILINGS X \$5.00 = \$ 7,080.60			
# CRIM FILINGS X \$2.50 = \$ 415.24			
COURT REPORTER SERVICE FEE (GC 51.601) @\$15.00			1239-341-10-090-001-0-000 \$ 15,410.23
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @\$5.00			1240-341-10-090-001-0-000 \$ -
LAW LIBRARY FEES (LGC 323.023) @\$30.00			1247-341-10-090-001-0-000 \$ 35,539.14
OTHER COURT FEES:			
CRIMINAL CLERK FEE (CCP ART. 102.005)			\$ 7,453.87
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)			\$ 152.00
CRIME STOPPERS - ADULT PROBATION DEPT			\$ -
MOTHERS AGAINST DRUNK DRIVING			\$ 22.00
WOMEN TOGETHER EMERGENCY SHELTER			\$ -
ESTRELLA'S HOUSE			\$ -
ATTORNEY AD-LITEM			\$ -
SUBTOTAL			\$ 7,627.87
LESS: LAW ENFORCEMENT LAB COSTS			\$ (152.00)
LESS: CRIME STOPPERS			\$ -
LESS: MOTHERS AGAINST DRUNK DRIVING			\$ (22.00)
LESS: WOMEN TOGETHER EMERGENCY SHELTER			\$ -
LESS: ESTRELLA'S HOUSE			\$ -
LESS: ATTORNEY AD-LITEM			\$ -
TOTAL OTHER COURT FEES			1100-341-10-090-005-0-000 \$ 7,453.87

Handwritten signature and date: *NO 5/16/13*

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 2 OF 3

FOR THE MONTH OF APRIL 2013

1/1/04  
 CONSOLIDATED COURT COST(LGC133.102) FEL@\\$133.00 A&B MISD@\\$83.00 MISD@\\$40.00 1100-207-20-000-015-0-000 \$ 23,300.23  
 9/1/97-12/31/03 (CCP 102.075(a))  
 FEL@\\$80.00 A&B MISD@40.00 MISD@\\$17.00

CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ \$20.00 MISD @ \$10.00	1100-207-20-000-003-0-000	\$ -
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @\$30.00	1100-207-20-000-006-0-000	\$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @\$25.00	1100-207-20-000-008-0-000	\$ -
LAW ENFORCE EDUC. FUND(GC 415.062)	PRIOR 8/26/93@ \$1.00, 8/30/93-8/31/95 @\$1.50 9/1/95-8/31/97@\$3.50	1100-207-20-000-011-0-000	\$ -
CRIME STOPPERS (CCP 102.013) @ \$2.00	9/1/89-8/31/97 @\$2.00	1100-207-20-000-014-0-000	\$ -
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	\$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/87-8/31/01 @\$0.25, 9/1/01-12/31/03 @\$0.50	1100-207-20-000-007-0-000	\$ 5.44
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @\$5.00	1100-207-20-000-009-0-000	\$ 66.35
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @\$20.00 MISD @\$15.00 9/1/93-12/31/03 FEL @\$45.00 MISD @\$35.00	1100-207-20-000-017-0-000	\$ 582.42
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @\$1.00, 8/31/99-12/31/03 @\$2.00	1100-207-20-000-027-0-000	\$ 24.58
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ \$0.50	1100-207-20-000-029-0-000	\$ 4.24

STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)  
 DPS: @ \$35.00 1100-207-20-000-019-0-000 \$ 645.74  
 TABC: @ \$35.00 1100-207-20-000-020-0-000 \$ -  
 P&W: @ \$35.00 1100-207-20-000-021-0-000 \$ -  
 DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) \$250.00, GC 411.1471(a)(3) \$50.00) 1100-207-20-000-030-0-000 \$ 1,414.52  
 JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ \$20.00 1100-207-20-000-033-0-000 \$ -  
 JURY SERVICE FUND (SB 1704) @ \$4.00 1100-207-20-000-053-0-000 \$ 658.83  
 JUDICIAL SUPPORT FEE - STATE-(LGC 133.105) @\$3.40 1100-207-20-000-054-0-000 \$ 845.35  
 JUDICIAL SUPPORT FEE - COUNTY-(LGC 133.105) @\$0.60 1100-341-10-090-009-0-000 \$ 98.63  
 STATE TRAFFIC FEE (TRC 542.4031) AFTER 9/1/03 @ \$30.00 1100-207-20-000-035-0-000 \$ -  
 NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 0 cases AFTER 9/1/03 @ \$28.00 1100-207-20-000-037-0-000 \$ 28.00  
 EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021) AFTER 1/1/06 @ \$30.00 1100-341-10-090-010-0-000 \$ -  
 DRUG COURT FEE-STATE (CCP 102.017B) AFTER 6/15/07 1100-207-20-000-058-0-000 \$ 3,966.09  
 EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49) AFTER 9/1/04 @ \$100.00 1100-207-20-000-038-0-000 \$ 1,746.05  
 INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107) AFTER 1/1/08 @ \$ 2.00 1100-207-20-000-059-0-000 \$ 282.39  
 DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020) AFTER 1/1/10 @ \$34.00 1100-207-20-000-063-0-000 \$ 2,228.80  
 DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020) AFTER 1/1/10 @ \$50.00 1100-207-20-000-064-0-000 \$ -  
 COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169) AFTER 1/1/10 @ \$4.00 1255-341-10-090-000-0-000 \$ 454.57  
 COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186) AFTER 1/1/06 @ \$100.00 1234-341-10-090-000-0-000 \$ 464.13  
 MENTAL HEALTH EXPERTS COMPENSATION 1100-360-00-000-000-0-000 \$ -  
 RESTITUTION FEE / STATE(CCP 42.037) AFTER 1/1/06 @ \$6.00 \$ -  
 RESTITUTION FEE / COUNTY(CCP 42.037) AFTER 1/1/06 @ \$6.00 \$ -  
 FAILURE TO APPEAR - STATE (TRANS. CODE 706.006-.007) AFTER 7/5/11 @ \$20.00 1100-207-20-000-066-0-000 \$ 1,000.33  
 FAILURE TO APPEAR - DISTRICT CLERK (TRANS. CODE 706.006-.007) AFTER 7/5/11 @ \$4.00 1100-341-10-090-017-0-000 \$ 198.07  
 FAILURE TO APPEAR - OMNI BASE (TRANS. CODE 706.006-.007) AFTER 7/5/11 @ \$6.00 1100-202-00-000-019-0-000 \$ 292.60  
 DUE TO GENERAL (95' COMPTROLLER AUDIT) 1100-360-00-000-000-0-000 \$ -  
**TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER 1100-227-30-000-019-0-000 \$608,018.93**

TOTAL CASH RECEIVED \$615,684.57  
 LESS: AMOUNT PAID TO COUNTY TREASURER \$608,018.93  
 AMOUNT DUE TO COUNTY TREASURER \$ -  
 AMOUNT OVERPAID TO COUNTY TREASURER \$ -  
 OTHER DISBURSEMENTS \$ 1,567.00  
 TOTAL DISBURSEMENTS \$609,585.93  
**NET AMOUNT AVAILBLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT \$ 6,098.64**

PROOF:

AMOUNT RECEIVED: \$ 6,810.64  
 AMOUNT LIQ.: \$ (886.00)  
 CRIME STOPPERS (ADULT PROBATION): \$ -  
 LAW ENFORCEMENT LAB COSTS (DPS): \$ 152.00  
 MOTHERS AGAINST DRUNK DRIVING \$ 22.00  
 WOMEN TOGETHER EMERGENCY SHELTER \$ -  
 ESTRELLA'S HOUSE \$ -  
 ATTORNEY AD-LITEM \$ -  
 ADULT PROBATION: \$ -  
 SHORTAGE/OVERAGE \$ -

NET AMOUNT \$ 6,098.64

*YCOM 5/16/12*

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 3 OF 3

FOR THE MONTH OF APRIL 2013

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	04/15/13	40874	\$ 110,844.10	164223
CIVIL2)	04/17/13	40879	\$ 94,494.70	164308
CIVIL3)	04/25/13	40909	\$ 114,318.30	164624
CIVIL4)	05/07/13	40918	\$ 89,088.02	164842
CIVIL5)	05/07/13	40916	\$ 33,828.00	164843
CIVIL6)		0	\$ -	0
CIVIL7)		0	\$ -	0
CIVIL8)		0	\$ -	0
CIVIL9)		0	\$ -	0
CRM1)	04/15/13	40873	\$ 23,077.00	164222
CRM2)	04/15/13	40872	\$ 14,988.00	164221
CRM3)	04/17/13	40880	\$ 24,578.25	164307
CRM4)	04/18/13	40895	\$ 12,143.50	164309
CRM5)	04/23/13	40903	\$ 29,185.25	164428
CRM6)	04/23/13	40905	\$ 13,548.47	164429
CRM7)	05/01/13	40911	\$ 19,844.25	164621
CRM8)	05/01/13	40910	\$ 11,399.84	164622
CRM9)	05/07/13	40917	\$ 16,681.25	164841
CRM10)			\$ -	

TOTAL AMOUNT OF REMITTANCES

\$ 608,018.93  
=====

PREPARED BY: V. Hernandez 5/6/13  
BOOKKEEPER DATE

REVIEWED BY: Thomas D. Murt 5/6/13  
ACCOUNTANT DATE

YMB 5/15/13  
INTERNAL AUDIT

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Mildred Venturo 5/20/13  
DISTRICT CLERK SIGNATURE DATE

THIS REPORT IS DUE IN THE COUNTY AUDITOR BEFORE THE FIFTH (5) WORKING DAY OF THE FOLLOWING MONTH.

AI-38882

7. A.

CC CONSENT

Meeting Date: 06/04/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Agua Special Utility District:

- 1. Propose to install a 6" sewer line with PVC casing along El Pinto Road.

North Alamo Water Supply:

- 1. La Frontera Estates Phase IV"

- a). Bore an 8" waterline with 16" PVC casing 2,100 feet East of FM 493 on the North side of Ponciano Drive.
- b). Bore an 8" waterline with 16" PVC casing 50 feet West of Soderquist Road on the North side of Ponciano Drive.
- c). Bore an 8" waterline with 16" PVC casing 50 feet West of Victoria Road on the North side of Lott Road.
- d). Bore an 8" waterline with 16" PVC casing 50 feet North of Lott Road from West to East of Victoria Road.
- e). Bore an 8" waterline with 16" PVC casing 50 feet North of Ponciano Drive from West to East of Soderquist Road.
- f). Lay an 8" waterline on the 5' R.O.W. starting 950' South of Lott Road and ending 1,350' South of Lott Road on the West side of Victoria Road.

BACKGROUND

Attachments

Pipeline Permit

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Obdett Calzada	05/23/2013 01:30 PM
Olga Garza	Olga Garza	05/31/2013 11:24 AM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Rebecca Gomez		Started On: 05/21/2013 02:03 PM
	Final Approval Date: 05/31/2013	

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 4th day of June, 2013 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Agua Special Utility District hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 6 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

1. Propose to install a 6" sewer line with PVC casing along El Pinto Road.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 6 inch line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permittee has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 4th day of June, 2013 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

1. La Frontera Estates Phase IV: a) Bore an 8" waterline with 16" PVC casing 2,100 feet East of FM 493 on the North side of Ponciano Drive. b) Bore an 8" waterline with 16" PVC casing 50 feet West of Sodequist Road on the North side of Ponciano Drive. c) Bore an 8" waterline with 16" PVC casing 50 feet West of Victoria Road on the North side of Lott Road. d) Bore an 8" waterline with 16" PVC casing 50 feet North of Lott Road from West to East of Victoria Road. e) Bore an 8" waterline with 16" PVC casing 50 feet North of Ponciano Drive from West to East of Soderquist Road, f) Lay an 8" waterline on the 5' R.O.W. starting 950' South of Lott Road and ending 1,350' South of Lott Road on the West side of Victoria Road.

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permittee has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

**AI-38989**

**8. A.**

**CC CONSENT**

**Meeting Date:** 06/04/2013

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: EXECUTIVE OFFICE

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**Information**

**CAPTION**

Approval of 457 Plan hardship withdrawal request for employee #089761

**BACKGROUND**

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**Attachments**

form

**Form Review**

**Inbox**  
Budget & Management  
Auditor's Office

**Reviewed By**  
Obdett Calzada  
Monica Badillo

**Date**  
05/30/2013 09:19 AM  
05/31/2013 05:25 PM  
Started On: 05/29/2013

Form Started By: Monica Badillo

Final Approval Date: 05/31/2013

### SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type  
Plan Name

Participant Name

Address

Social Security No.  
SECTION II - Hardship Withdrawal

I understand that this withdrawal will be due to financial hardship. I understand that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

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

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

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

Hardship Requested \$ 300.00 Year-to-date deferrals \_\_\_\_\_

Total amount deferred since you initially joined the plan \$ \_\_\_\_\_

Have you ever taken a hardship before? Yes If so what was the amount taken \$ 350.00

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

PARTICIPANT SIGNATURE X Date 5/29/13

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

AUTHORIZED PLAN REPRESENTATIVE X Date \_\_\_\_\_  
~~SECTION III - Distribution Procedure~~

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

Fax request to:  
Simpkins & Associates  
(872) 980-7133

AI-38864

9. A.

CC CONSENT

Meeting Date: 06/04/2013

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

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Information

CAPTION

Account Number	Payer	Amount
S5305.00.000.0024.00	Law Office of Alfred T. Denham	\$4,645.88

BACKGROUND

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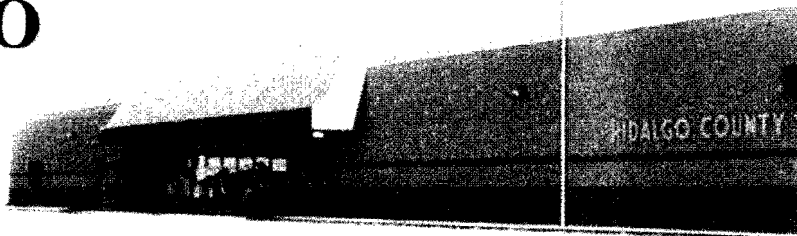
Attachments

ComCourt06042013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/21/2013 01:23 PM
Olga Garza	Olga Garza	05/31/2013 11:17 AM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Norma Briones		Started On: 05/20/2013 03:51 PM
	Final Approval Date: 05/31/2013	

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

May 20, 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(are) 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,

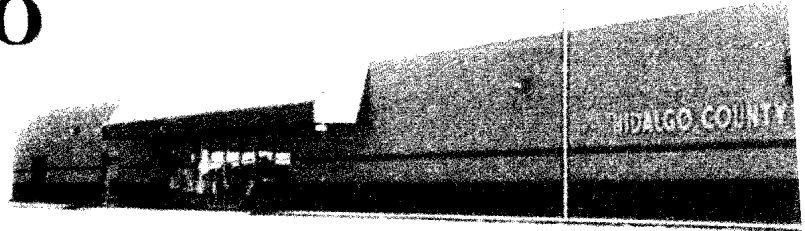
Pablo (Paul) Villarreal, Jr., RTA

nlr

Enclosure

cc: Raymundo Eufracio, CPA  
Hidalgo County Auditor

*Office of Tax Assessor - Collector*  
**COUNTY of HIDALGO**



*Pablo "Paul" Villarreal, Jr. RIA*  
Assessor and Collector

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

ACCOUNT NUMBER	PAYER	AMOUNT
S5305.00.000.0024.00	Law Office of Alfred T. Denham	\$4,645.88



**PABLO (PAUL) VILLARREAL JR., RTA**  
**Hidalgo County Tax Assessor - Collector**  
 PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157  
 Fax No.: 956-318-2733

Print Date: 04/10/2013

**AUDITED BY: THE HIDALGO  
 COUNTY AUDITOR'S OFFICE**  
 DATE: 04/5/13

**LAW OFFICE OF ALFRED T. DENHAM**  
**OPERATING ACCOUNT**  
 3700 N. 10TH ST., STE. 100  
 MCALLEN, TX 78501

*Handwritten:* 8.05/11/13

<b>Account Number</b> S5305-00-000-0024-00 † HCAD No. 672963 A
<b>Legal Description of the Property</b> SPANISH OAK ESTATES LOT 24 4908 REDWOOD AVE 78501 OWNER: DEMHAM ALFRED T †

**2012 OVERAGE AMOUNT \$4,645.88**

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 51: SHARYLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

**APPLICATION FOR PROPERTY TAX REFUND**

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of \$500. Please allow 60 days for processing.

<b>Step 1: Identify the Payer requesting the refund if different than shown above</b>	Name	Relationship to Property Owner
	Mailing Address	Daytime Telephone Number
	City, State, Zip Code	
<b>Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.</b>	I paid the taxes for year <u>2012</u> and am the party entitled to the refund.	
<b>Step 3: Mark the reason for the refund and provide a brief explanation</b>	Overpaid the account <input checked="" type="checkbox"/>	
	Duplicate payment <input type="checkbox"/>	
	Paid in error (explain) <input type="checkbox"/>	
<b>Step 4: Provide payment information</b> Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer	\$4645.88
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	\$4645.88
<b>Step 5: How should the refund be processed?</b>	Mail to Property Owner <input type="checkbox"/>	
	Mail to Payer at address in Step 1 <input checked="" type="checkbox"/>	
	Transfer this amount to account <input type="checkbox"/>	For tax year
	Escrow for next year 's taxes <input type="checkbox"/>	
<b>Step 6: Sign the application form. Unsigned applications will not be processed.</b> Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE <i>Alfred T. Denham</i>	Date of application <u>4-24-13</u>
	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	
<b>AUDITORS USE ONLY:</b>	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied    By: <i>[Signature]</i>	Date: <u>5/17/13</u>
<b>TAX OFFICE USE ONLY:</b>	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied    By: <i>Paul Villarreal</i>	Date: <u>5-10-13</u> †

This application must be completed, signed, and submitted with supporting documentation to be valid.

5/13

AI-38866

9. B.

CC CONSENT

Meeting Date: 06/04/2013

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

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Information

CAPTION

Account Number	Payer	Amount
C7883.99.000.0004.21	Conn Appliances	\$5,232.89
C7883.99.000.0004.21	Conn Appliances	\$2,958.02
G7000.99.000.001A.00	Conn's	\$2,903.21
G7000.99.000.001A.00	Conn's	\$5,640.54

BACKGROUND

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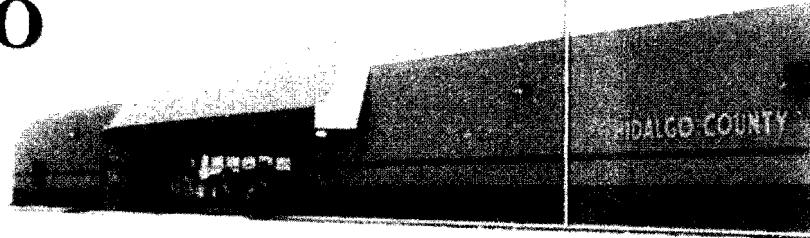
Attachments

ComCourt06042013(2)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/21/2013 01:24 PM
Manuel Chapa	Manuel Chapa	05/23/2013 02:16 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Norma Briones		Started On: 05/20/2013 03:55 PM
	Final Approval Date: 05/31/2013	

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

May 20, 2013

The Honorable Ramon Garcia  
Hidalgo County Commissioners  
Edinburg, Texas 78539

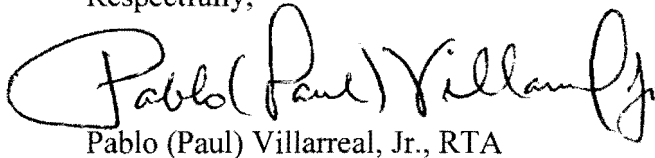
Re: See attached list

Gentlemen:

The Hidalgo County District Court has ordered a correction to the tax roll as allowed by Property Tax Code Section 42.43. This correction decreased the tax liability of the property owner(s). Since taxes had been previously paid, our office determined that the tax roll correction resulted in a tax refund over \$2,500.00 dollars due to the taxpayer(s). 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 recommended by the County Auditor.

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

Respectfully,

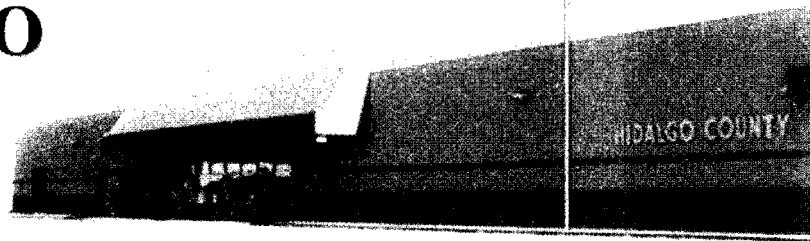
  
Pablo (Paul) Villarreal, Jr., RTA

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
C7883.99.000.0004.21	Conn Appliances	\$5,232.89
C7883.99.000.0004.21	Conn Appliances	\$2,958.02
G7000.99.000.001A.00	Conn's	\$2,903.21
G7000.99.000.001A.00	Conn's	\$5,640.54

# APPLICATION FOR TAX REFUND

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>


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



<b>Step 1: Owner's name and address</b>	Owner's name <b>CONN APPLIANCES #41 / CAI LP</b>	
	Present mailing address (number and street) <b>3295 COLLEGE ST STE A</b>	
	City, town or post office, state, ZIP code <b>BEAUMONT, TX 77701</b>	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **INVENTORY FURNITURE FIXTURES VEHICLES &**

<b>Step 2: Describe the property</b>	<b>EQUIPMENT AT 724 EAST EXPRESSWAY 83 ( SEPT 1<sup>ST</sup>) / NEW ACCT 2005</b>	
	Address or location of property: <b>761877</b>	
	Account number of property: <b>C7883.99.000.0004.21</b>	Tax receipt number: <b>OR 20089015</b>

<b>Step 3: Give the tax payment information</b>	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	2011	01/26 / 2012	\$ 32,069.26 <i>l</i>	\$ 5,232.89
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 5,232.89 <i>l</i>
Taxpayer's reason for refund (attach supporting documentation): <b>COURT ORDER # C-2581-11-B</b>					
<b>NB</b>					

<b>Step 4: sign the form</b>	"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 	Date of application for tax refund
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.		

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
	Authorized officer sign here 	Date	DATE: <i>5-14-13</i> <i>5/17/13</i>
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here 	Date	<i>5-10-13</i>

5/13

# APPLICATION FOR TAX REFUND

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>


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

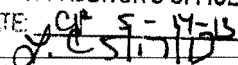
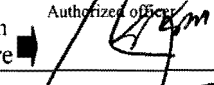
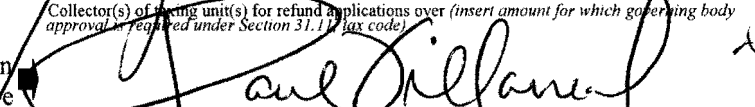
<b>Step 1: Owner's name and address</b>	Owner's name <b>CONN APPLIANCES #41 / CAI LP</b>	
	Present mailing address (number and street) <b>3295 COLLEGE ST STE A</b>	
	City, town or post office, state, ZIP code <b>BEAUMONT, TX 77701</b>	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **INVENTORY FURNITURE FIXTURES VEHICLES &**

<b>Step 2: Describe the property</b>	EQUIPMENT AT 724 EAST EXPRESSWAY 83 ( SEPT 1 <sup>ST</sup> ) / NEW ACCT 2005	
	Address or location of property:  <b>761877</b>	
	Account number of property: <b>C7883.99.000.0004.21</b>	Tax receipt number: <b>OR 22856192</b>

<b>Step 3: Give the tax payment information</b>	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	01/31 / 2013	\$ 27,612.35	\$ 2,958.02
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 2,958.02
Taxpayer's reason for refund (attach supporting documentation): <b>COURT ORDER # C-2581-11-B</b>					
<b>NB</b>					

<b>Step 4: sign the form</b>	"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 	Date of application for tax refund
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.		

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		EDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <b>5-17-13</b> 
	Authorized officer sign here 	Date <b>5/17/13</b>	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.117, tax code) sign here 	Date <b>5-10-13</b>	

5/13

# APPLICATION FOR TAX REFUND

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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


<b>Step 1: Owner's name and address</b>	Owner's name <b>CONN'S # 106 / CONN APPLIANCES INC</b>	
	Present mailing address (number and street) <b>P.O. BOX 2358</b>	
	City, town or post office, state, ZIP code <b>BEAUMONT, TX 77704</b>	Phone (area code and number)

<b>Step 2: Describe the property</b>	Legal description (or attach copy of the tax bill or tax receipt): <b>INVENTORY SUPPLIES FURNITURE FIXTURES*</b>	
	<b>EQUIPMENT &amp; VEHICLES ( SEPT 1<sup>ST</sup> INVEN)/ NEW ACCT 2009</b>	
	Address or location of property: <b>774850*</b>	
	Account number of property: <b>G7000.99.000.001A.00 *</b>	Tax receipt number: <b>OR 19808685</b>

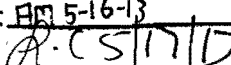
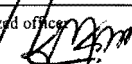
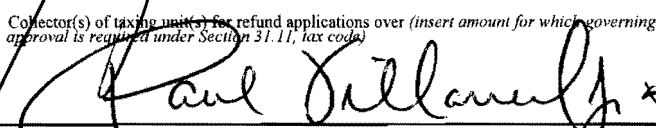
<b>Step 3: Give the tax payment information</b>	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2011 *	12/29 / 2011	\$ 26,888.37	\$ 2,903.21
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 2,903.21*

Taxpayer's reason for refund (attach supporting documentation): **COURT ORDER # C-2581-11-B**

**NB**

<b>Step 4: sign the form</b>	"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 	Date of application for tax refund

**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.**

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <b>5-16-13</b> 
	Authorized officer sign here 	Date	<b>5/17/13</b>
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here 	Date	<b>5-10-13*</b>

5/13

# APPLICATION FOR TAX REFUND

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

<b>Step 1: Owner's name and address</b>	Owner's name <b>CONN'S # 106 / CONN APPLIANCES INC</b>	
	Present mailing address (number and street) <b>P.O. BOX 2358</b>	
	City, town or post office, state, ZIP code <b>BEAUMONT, TX 77704</b>	Phone (area code and number)


Legal description (or attach copy of the tax bill or tax receipt): **INVENTORY SUPPLIES FURNITURE FIXTURES**

<b>Step 2: Describe the property</b>	EQUIPMENT & VEHICLES ( SEPT 1 <sup>ST</sup> INVEN)/ NEW ACCT 2009	
	Address or location of property: <b>774850 ✕</b>	
	Account number of property: <b>G7000.99.000.001A.00 ✕</b>	Tax receipt number: <b>OR 22856188</b>

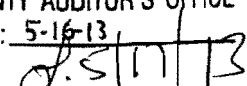
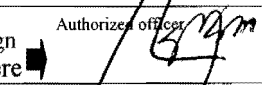
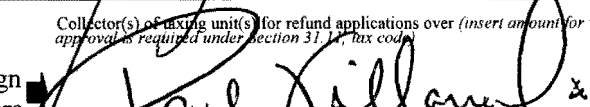
<b>Step 3: Give the tax payment information</b>	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2012 ✕	01/31	/ 2013	\$ 26,535.40
2.			/	\$	\$
3.			/	\$	\$
4.			/	\$	\$
5. TOTAL			/	\$	\$ 5,640.54 ✕

Taxpayer's reason for refund (attach supporting documentation): **COURT ORDER # C-2581-11-B**

**NB**

<b>Step 4: sign the form</b>	"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 	Date of application for tax refund

**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.**

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <b>5-16-13</b> 
	Authorized officer sign here 	Date <b>5/17/13</b>	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.14, tax code) sign here 	Date <b>5-10-13 ✕</b>	

5/13

AI-38865

9. C.

CC CONSENT

Meeting Date: 06/04/2013

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
A5527.01.000.0028.00	Wells Fargo	\$7,265.27
H0900.99.035.0011.11	Fred's Pharmacy / Santos Gonzalez	\$11,579.65
L3192.02.000.0001.00	International Bank of Commerce	\$14,567.80
S1700.02.018.0007.00	Jose Luis Gonzalez	\$14,872.14
S1700.02.018.0007.00	Don Hugo Produce, Inc.	\$15,024.88
S2950.00.000.0062.00	Hunt Realty Investments, Inc.	\$5,908.78
S2950.00.000.0062.00	Hunt Valley Industrial I Lp	\$5,910.14
S2950.00.000.0062.00	Hunt Realty Investments, Inc.	\$5,874.02
S6456.02.000.038B.00	First National Bank	\$3,090.68
W0100.00.051.0007.00	United Contracting, Inc.	\$4,972.78

BACKGROUND

Attachments

ComCourt06042013(1)

Form Review

**Inbox**  
 Budget & Management  
 Obdett Calzada  
 Auditor's Office

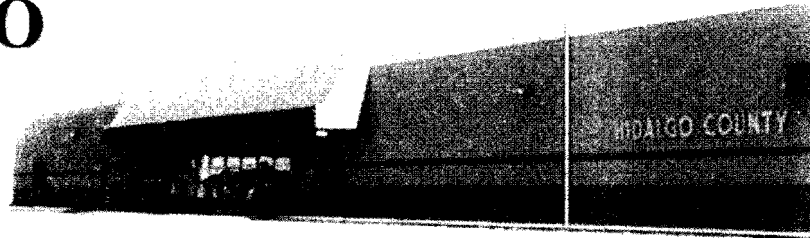
**Reviewed By**  
 Obdett Calzada  
 Obdett Calzada  
 Monica Badillo

**Date**  
 05/21/2013 01:24 PM  
 05/30/2013 11:47 AM  
 05/31/2013 05:25 PM  
 Started On: 05/20/2013 03:54 PM

Form Started By: Norma Briones

Final Approval Date: 05/31/2013

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

May 20, 2013

The Honorable Ramon Garcia  
Hidalgo County Commissioners  
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

The Hidalgo County Appraisal District has made a correction to the tax roll as allowed by Property Tax Code Section 26.15. This correction decreased the tax liability of the property owner(s). Since taxes had been previously paid, our office determined that the tax roll correction resulted in a tax refund over \$2,500.00 dollars due to the taxpayer(s). 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 recommended by the County Auditor.

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

Respectfully,

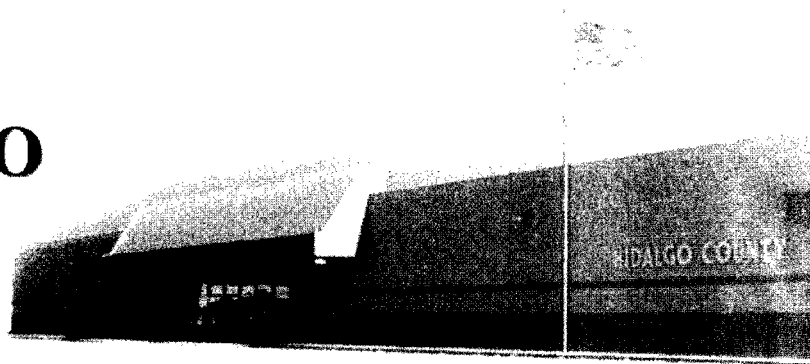
Pablo (Paul) Villarreal, Jr., RTA

nlr

Enclosure

cc: Raymundo Eufrazio, CPA  
Hidalgo County Auditor

Office of Tax Assessor - Collector  
**COUNTY of HIDALGO**



*Pablo "Paul" Villarreal, Jr. RTA*  
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Edinburg, Texas 78540-0178  
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ACCOUNT NUMBER	PAYER	AMOUNT
A5527.01.000.0028.00	Wells Fargo	\$7,265.27
H0900.99.035.0011.11	Fred's Pharmacy/ Santos Gonzalez	\$11,579.65
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S1700.02.018.0007.00	Jose Luis Gonzalez	\$14,872.14
S1700.02.018.0007.00	Don Hugo Produce, Inc.	\$15,024.88
S2950.00.000.0062.00	Hunt Realty Investments, Inc.	\$5,908.78
S2950.00.000.0062.00	Hunt Valley Industrial I Lp	\$5,910.14
S2950.00.000.0062.00	Hunt Realty Investments, Inc.	\$5,874.02
S6456.02.000.038B.00	First National Bank	\$3,090.68
W0100.00.051.0007.00	United Contracting, Inc.	\$4,972.78

# APPLICATION FOR TAX REFUND

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

<b>Step 1: Owner's name and address</b>	Owner's name <b>BRAVO MIGUEL &amp; ALICIA S *</b> <b>PAID BY WELLS FARGO</b>
	Present mailing address (number and street) <b>421 YELLOWHAMMER</b>
	City, town or post office, state, ZIP code <b>MCALLEN, TX 78504</b>

Legal description (or attach copy of the tax bill or tax receipt): **ARBOLEDAS PH I LOTS 28 & 29 \***

<b>Step 2: Describe the property</b>	<b>0.3578 ACRES</b>
	Address or location of property: <b>421 YELLOWHAMMER AVE</b>
	<b>612955 *</b>
	Account number of property: <b>A5527.01.000.0028.00 *</b> OR Tax receipt number: <b>22050459</b>

<b>Step 3: Give the tax payment information</b>	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 *	12-28 / 2012	\$ 7265.27	\$ 7265.27
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 7265.27 *

Taxpayer's reason for refund (attach supporting documentation): **SUPPLEMENT 8 - VETERAN CHANGE**

**JN**

<b>Step 4: sign the form</b>	"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 <b>sign here</b>	Date of application for tax refund

**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.**

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <b>5-17-13</b>
	Authorized official <b>sign here</b>	Date	<b>5/17/13</b>
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 41.11 Tax code) <b>sign here</b>	Date	<b>5-8-13 *</b>

5/8

# APPLICATION FOR TAX REFUND

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

<b>Step 1: Owner's name and address</b>	Owner's name <input checked="" type="checkbox"/> <b>FRED'S PHARMACY/SANTOS GONZALEZ</b>
	Present mailing address (number and street) <b>2245 AUSTIN AVE</b>
	City, town or post office, state, ZIP code <b>MCALLEN, TX 78501</b>

Phone (area code and number)	
------------------------------	--

<b>Step 2: Describe the property</b>	Legal description (or attach copy of the tax bill or tax receipt): <b>INVENTORY FURNITURE FIXTURES EQUIPMENT &amp; VEHICLES AT 2245 AUSTIN STREET/NEW ACCT 2001</b>
	Address or location of property: <b>2245 AUSTIN ST &amp; 23<sup>RD</sup> ST</b>
	<b>624820</b>
	Account number of property: <b>H0900.99.035.0011.11</b> OR Tax receipt number: <b>14309477/14440530</b>

<b>Step 3: Give the tax payment information</b>	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	2008	09-09	/ 2009	\$ 8037.57
2. ALL ENTITIES	2008	10-28	/ 2009	\$ 3837.77	\$ 3837.77
3.			/	\$	\$
4.			/	\$	\$
5. TOTAL			/	\$	\$ 11579.65

Taxpayer's reason for refund (attach supporting documentation): **SUPPLEMENT 8 -HS REMOVED**

**OVER 65 REMOVED/VALUE DECREASED/FREEZE CHANGE**

**JN**

<b>Step 4: sign the form</b>	"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	Date of application for tax refund

**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.**

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
	Authorized officer sign here	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <b>5-13-13</b> <i>J.C.S. / 5/17/13</i>
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here	Date <b>5-8-13</b>

# APPLICATION FOR TAX REFUND

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

Step 1: Owner's name and address	Owner's name <b>COMERCIALIZADORA FALCON LLC</b> † <b>PAID BY INTERNATIONAL BANK OF COMMERCE</b> †
	Present mailing address (number and street) <b>501 N BRIDGE ST, STE 894</b>
	City, town or post office, state, ZIP code <b>HIDALGO, TX 78557</b>


Legal description (or attach copy of the tax bill or tax receipt): **LAS FUENTES VILLAGE #2 LOT 1**

Step 2: Describe the property	Address or location of property: <b>4210 N MAIN ST 3.5500 ACRES</b>
	<b>522530</b>
	Account number of property: <b>L3192.02.000.0001.00</b> OR Tax receipt number: <b>522530</b>



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	12-26	/ 2012	\$ 71156.69
2.			/	\$	\$
3.			/	\$	\$
4.			/	\$	\$
5. TOTAL			/	\$	\$ 14567.80 †

Taxpayer's reason for refund (attach supporting documentation): **SUPPLEMENT 8 - VALUE DECREASE**

**JN**

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 	Date of application for tax refund

**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 AUDITOR'S OFFICE DATE <b>5-14-13</b> <b>J.C. SANTIAGO</b>
	Authorized officer sign here 	Date <b>5/17/13</b>
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here 	Date <b>5-8-13</b>

# APPLICATION FOR TAX REFUND

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

<b>Step 1: Owner's name and address</b>	Owner's name <b>AGS 2812 LLC</b> <b>PAID BY JOSE LUIS GONZALEZ</b>
	Present mailing address (number and street) <b>18211 NIELSEN DR</b>
	City, town or post office, state, ZIP code <b>TINLEY PARK, IL 60487</b>


<b>Step 2: Describe the property</b>	Legal description (or attach copy of the tax bill or tax receipt): <b>SANTA CRUZ GARDENS#2 E6.71 AC IRRG TR-LT 2, E3.78AC TRIANGEL TR LOT 3, ALL LOTS 4,5,6,7 &amp; LTS 10,11,12,13, &amp; 14 BLK 18 66.27 AC GR 63.91</b>
	Address or location of property: <b>AC NET DELETE FOR</b> <b>LEGAL ACRES: 63.9100</b>
	<b>796520</b>
	Account number of property: <b>S1700.02.018.0007.00</b> <b>OR</b> <b>20131006</b> Tax receipt number:

<b>Step 3: Give the tax payment information</b>	<b>Name Of Taxing Unit from Which Refund is Requested</b>	<b>Year for Which Refund is Requested</b>	<b>Date of the Tax Payment</b>	<b>Amount of Taxes Paid</b>	<b>Amount of Tax Refund Requested</b>
	1. ALL ENTITIES	2011	01-27 / 2012	\$ 14872.14	\$ 14872.14
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 14872.14



Taxpayer's reason for refund (attach supporting documentation): **SUPPLEMENT 8 - VALUE DECREASE**

*Apply to # 845461*

JN

<b>Step 4: sign the form</b>	"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 	Date of application for tax refund

**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.**

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <i>OR 5-14-13</i> <i>J. Estep/13</i>
	Authorized officer sign here 	<i>[Signature]</i>	Date <i>5/17/13</i>
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here 	<i>[Signature]</i>	Date <i>5-8-13</i>

# APPLICATION FOR TAX REFUND

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

<b>Step 1: Owner's name and address</b>	Owner's name <b>AGS 2812 LLC</b> PAID BY DON HUGO PRODUCE, INC. <i>df</i>
	Present mailing address (number and street) <b>18211 NIELSEN DR</b>
	City, town or post office, state, ZIP code <b>TINLEY PARK, IL 60487</b>

<b>Step 2: Describe the property</b>	Legal description (or attach copy of the tax bill or tax receipt): <b>SANTA CRUZ GARDENS#2 E6.71 AC IRRG TR-LT 2, E3.78AC TRIANGEL TR LOT 3, ALL LOTS 4,5,6,7 &amp; LTS 10,11,12,13, &amp; 14 BLK 18 66.27 AC GR 63.91</b>
	Address or location of property: <b>AC NET DELETE FOR LEGAL ACRES: 63.9100</b>
	<b>796520</b>
	Account number of property: <b>S1700.02.018.0007.00</b> OR Tax receipt number: <b>22749460</b>

<b>Step 3: Give the tax payment information</b>	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	01-30 / 2013	\$ 15024.88	\$ 15024.88
	2.			/	\$	\$
	3.			/	\$	\$
	4.			/	\$	\$
	5. TOTAL			/	\$	\$ 15024.88 <i>€</i>
Taxpayer's reason for refund (attach supporting documentation): <b>SUPPLEMENT 8 - VALUE DECREASE</b>						
<i>Apply to # 845461 <sup>2</sup></i>						
<b>JN</b>						

<b>Step 4: sign the form</b>	"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 <b>sign here</b> <i>[Signature]</i>	Date of application for tax refund
<b>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.</b>		

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
	Authorized officer <b>sign here</b> <i>[Signature]</i>	Date	DATE: <i>5-14-13</i> <i>2.0511113</i>
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) <b>sign here</b> <i>[Signature]</i>	Date	<i>5-8-13</i>

**APPLICATION FOR TAX REFUND**

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

<b>Step 1: Owner's name and address</b>	Owner's name <b>CITY OF MISSION</b> <i>PAID BY HUNT REALTY INVESTMENTS, INC.</i>
	Present mailing address (number and street) <b>1201 E 8<sup>TH</sup> STREET</b>
	City, town or post office, state, ZIP code <b>MISSION, TX 78572</b>

<b>Step 2: Describe the property</b>	Legal description (or attach copy of the tax bill or tax receipt): <b>JOHN H SHARY W 6.01 AC BNG AN IRR TR-</b>
	<b>W180.70' LOT 62 6.01NET</b>
	Address or location of property: <b>260783</b>
	Account number of property: <b>S2950.00.000.0062.00</b> OR Tax receipt number: <b>15551779</b>

<b>Step 3: Give the tax payment information</b>	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	2009	01-27 / 2010	\$ 16713.42	\$ 5908.78
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 5908.78 <i>✓</i>

Taxpayer's reason for refund (attach supporting documentation): **SUPPLEMENT 8**

**JN**

<b>Step 4: sign the form</b>	"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 <i>[Signature]</i>	Date of application for tax refund

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.

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <i>05-14-13</i> <i>5-17-13</i>
	Authorized officer <i>[Signature]</i>	sign here <i>[Signature]</i>	Date <i>5/17/13</i>
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code)	sign here <i>[Signature]</i>	Date <i>5-8-13</i>

510

# APPLICATION FOR TAX REFUND


Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>



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

<b>Step 1: Owner's name and address</b>	Owner's name <b>CITY OF MISSION <math>\lambda</math> PAID BY HUNT VALLEY INDUSTRIAL I LP <math>\lambda</math></b>
	Present mailing address (number and street) <b>1201 E 8<sup>TH</sup> STREET</b>
	City, town or post office, state, ZIP code <b>MISSION, TX 78572</b>
	Phone (area code and number)

<b>Step 2: Describe the property</b>	Legal description (or attach copy of the tax bill or tax receipt): <b>JOHN H SHARY W 6.01 AC BNG AN IRR TR-</b>
	<b>W180.70' LOT 62 6.01NET</b>
	Address or location of property: <b>280 783</b>
	Account number of property: <b>S2950.00.000.0062.00</b> OR Tax receipt number: <b>17541597</b>

<b>Step 3: Give the tax payment information</b>	<b>Name</b>	<b>Year</b>	<b>Date</b>	<b>Amount</b>	<b>Amount</b>
	<b>Of Taxing Unit from Which Refund is Requested</b>	<b>for Which Refund is Requested</b>	<b>of the Tax Payment</b>	<b>of Taxes Paid</b>	<b>of Tax Refund Requested</b>
	1. ALL ENTITIES	2010	01-13 / 2011	\$ 5910.14	\$ 5910.14
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
5. TOTAL		/	\$	\$ 5910.14 $\lambda$	
Taxpayer's reason for refund (attach supporting documentation): <b>SUPPLEMENT 8-VALUE DECREASED</b>					
<b>JN</b>					

<b>Step 4: sign the form</b>	"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 <b>sign here</b> 	Date of application for tax refund
<b>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.</b>		

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		<b>AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE</b>
	Authorized officer <b>sign here</b> 	Date <b>5/17/13</b>	<b>DATE: 05-17-13</b> <b>5-17-13</b>
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) <b>sign here</b> 	Date <b>5-8-13</b>	

**APPLICATION FOR TAX REFUND**

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

<b>Step 1: Owner's name and address</b>	Owner's name <b>CITY OF MISSION PAID BY HUNT REALTY INVESTMENTS, INC.</b>
	Present mailing address (number and street) <b>1201 E 8<sup>TH</sup> STREET</b>
	City, town or post office, state, ZIP code <b>MISSION, TX 78572</b>
	Phone (area code and number)

	Legal description (or attach copy of the tax bill or tax receipt): <b>JOHN H SHARY W 6.01 AC BNG AN IRR TR-*</b>
<b>Step 2: Describe the property</b>	<b>W180.70' LOT 62 6.01NET</b>
	Address or location of property:
	<b>260783*</b>
	Account number of property: <b>S2950.00.000.0062.00*</b> OR Tax receipt number: <b>20182451</b>

<b>Step 3: Give the tax payment information</b>	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	2011*	01-30 / 2012	\$ 5874.02	\$ 5874.02
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 5874.02*
Taxpayer's reason for refund (attach supporting documentation): <b>SUPPLEMENT 8</b>					
<b>JN</b>					

<b>Step 4: sign the form</b>	"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 <b>sign here</b> [Signature]	Date of application for tax refund
	<b>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.</b>	

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <b>05-10-13</b> <b>J.C 5/17/13</b>
	Authorized officer <b>sign here</b> [Signature]	Date <b>5/17/13</b>	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) <b>sign here</b> [Signature]	Date <b>5-8-13*</b>	

5/8

# APPLICATION FOR TAX REFUND

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

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

<b>Step 1: Owner's name and address</b>	Owner's name <b>CESPEDES CONSTRUCTION LLC ( PAID BY: FIRST NATIONAL BANK)</b>
	Present mailing address (number and street) <b>3223 PAGE AVE</b>
	City, town or post office, state, ZIP code <b>EDINBURG, TX 78539</b>


Legal description (or attach copy of the tax bill or tax receipt): **STONNY BROOK PH 2 LOT 38B 4**

<b>Step 2: Describe the property</b>	Address or location of property: <b>815308 4</b>
	Account number of property: <b>S6456.02.000.038B.00 4</b>
	Tax receipt number: <b>22206783</b>

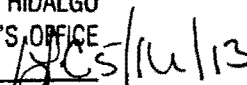


<b>Step 3: Give the tax payment information</b>	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2012 4	12/28	/ 2012 *	\$ 3775.27
2.			/	\$	\$
3.			/	\$	\$
4.			/	\$	\$
5. TOTAL			/	\$	\$ 3090.68 4

Taxpayer's reason for refund (attach supporting documentation): **SUPPLEMENT 8 - VALUE DECREASE**

**JN**

<b>Step 4: sign the form</b>	"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 	Date of application for tax refund

**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.**

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <b>5/15-10-13</b> 
	Authorized officer sign here 	Date <b>5/17/13</b>	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here 	Date <b>5-8-13 4</b>	

5/18

# APPLICATION FOR TAX REFUND

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

<b>Step 1: Owner's name and address</b>	Owner's name <b>SACRAMENTO LAND INVESTMENTS LLC * PAID BY UNITED CONTRACTING, INC.</b>
	Present mailing address (number and street) <b>4616 N CONWAY AVE</b>
	City, town or post office, state, ZIP code <b>MISSION, TX 78573</b>


Legal description (or attach copy of the tax bill or tax receipt): **WEST ADDN. TO SHARYLAND W 1220' LOT 51-7 \***

<b>Step 2: Describe the property</b>	<b>18.49 AC GR 17.67 AC NET</b>
	Address or location of property: <b>319068*</b>
	Account number of property: <b>W0100.00.051.0007.00 *</b> OR Tax receipt number: <b>20172127</b>



<b>Step 3: Give the tax payment information</b>	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	2011*	01-30	/ 2012	\$ 5509.30
2.			/	\$	\$
3.			/	\$	\$
4.			/	\$	\$
5. TOTAL			/	\$	\$ 4972.78 *

Taxpayer's reason for refund (attach supporting documentation): **SUPPLEMENT 8-AG EXCL INCREASE**

**JN**

<b>Step 4: sign the form</b>	"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 <b>sign here</b> 	Date of application for tax refund

**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.**

<b>Step 5: Tax refund Determination</b>	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <b>5-13-13</b> <b>J.C.S. 5/17/13</b>
	Authorized officer <b>sign here</b> 	Date <b>5/17/13</b>	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) <b>sign here</b> 	Date <b>5-8-13*</b>	

5/8

AI-38921

10. A.

**CC CONSENT**

**Meeting Date:** 06/04/2013

Submitted For: Irene Montoya

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

**CAPTION**

Request for approval of one (1) applicant in the City of Mercedes under the HOME Owner-Occupied Housing Rehabilitation Program.

**BACKGROUND**

The following family is being recommended for approval to receive assistance under the HOME Owner-Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Melquiades & Guadalupe Zepeda Deferred Loan – Elderly Reconstruction	ME 50-11-05	Mercedes Precinct #1	HOME 2011	Lot 21, Block 1, Garden Park Addition to the City of Mercedes, Hidalgo County to the City of Mercedes, Hidalgo County

Attachments

Agenda backup

Form Review

**Inbox**  
Budget & Management  
Auditor's Office

**Reviewed By**  
Obdett Calzada  
Monica Badillo

**Date**  
05/23/2013 01:37 PM  
05/31/2013 05:25 PM  
Started On: 05/22/2013 03:59 PM

Form Started By: Mary Flores

Final Approval Date: 05/31/2013

# Housing Rehab Program

**ENTITY:** City of Mercedes

**PROJECT:** Approval for Assistance under the HOME Owner Occupied Housing Rehabilitation Program.

**FUNDING YEAR:** HOME 2011

**SYNOPSIS:**

The family is being recommended for applicant approval under the HOME Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since July 2007, and has met all of the program requirements for assistance under the HOME Owner-Occupied Housing Rehabilitation Program. The following is a profile of the project

**Melquiades & Guadalupe  
Zepeda  
ME #50-11-05**

Family of two (2)  
Applicant's age is 67 spouse age is 65  
Title Search: No Abstract & Liens  
Flood Zone: No – Zone B  
Insurance: N/A  
Structures: 1  
Taxes: current  
Assets & Deposits: N/A  
Debt to Income Ratio: N/A  
Pay Back: No - Deferred Loan- Elderly  
Number of Bedrooms: 2  
Square Feet: 864  
Total annual household income: \$ 13,032.00  
HUD Income Limits (family of 2): \$ 32,350.00  
**Deferred Loan-Elderly**

Existing Dwelling: 1 bedrooms frame home, built in 1973

**RECOMMENDATION:**

The HOME Staff recommends approval for assistance under the HOME Owner-Occupied Housing Rehabilitation Program by the County Commissioner's Court.

AI-38918

11. A.

CC CONSENT

Meeting Date: 06/04/2013

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Discussion, consideration and approval to process the City of Edinburg's "The Shoppes at Rio Grande Valley" 2012 TIRZ payment, in the amount of \$161,344.93 pursuant to the interlocal agreement between the City of Edinburg, Hidalgo County, and the Reinvestment Zone No. 1, City of Edinburg.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-311-11-000-000-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

tirz

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/23/2013 11:58 AM
Manuel Chapa	Manuel Chapa	05/23/2013 04:41 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Maria Medina		Started On: 05/22/2013 03:26 PM
	Final Approval Date: 05/31/2013	

**INTERLOCAL AGREEMENT**

between the

**CITY OF EDINBURG, TEXAS**

and

**HIDALGO COUNTY, TEXAS**

relating to

**REINVESTMENT ZONE NUMBER ONE  
CITY OF EDINBURG, TEXAS**

**November 08, 2011**

## INTERLOCAL AGREEMENT

THE STATE OF TEXAS                       §  
COUNTY OF HIDALGO                      §

*THIS INTERLOCAL AGREEMENT* (this "*Agreement*"), dated as of November 08, 2011, is made by and between the **CITY OF EDINBURG, TEXAS** (the "*City*"), a municipal corporation of the State of Texas, acting by and through its governing body, the City Council, and **HIDALGO COUNTY, TEXAS** (the "*County*"), acting by and through its governing body, the Commissioners Court.

### RECITALS

*WHEREAS*, the City and the County, together with the Edinburg Economic Development Corporation, a non-profit corporation created by the City and organized pursuant to Section 4A of the Development Corporation Act of 1979, - Article 5190.6, V.A.T.C.S. (the "*EEDC*"), the City of Edinburg, Texas Local Government Corporation, a non-profit corporation organized under Subchapter D of Chapter 431 of the Texas Transportation Code, as amended, and First Hartford Realty Corporation, a Delaware corporation (the "*Developer*"), entered into an Economic Development Agreement, dated as of February 20, 2007 (the "*Original Agreement*"), which set forth the respective parties rights and obligations in connection with the development and construction by the Developer of a retail shopping center project described therein (now generally known as "*The Shoppes at Rio Grande Valley*", and referenced herein as the "*Project*," ) and the potential reimbursements to be provided to the Developer by the City, the County and the EEDC; and

*WHEREAS*, in compliance with the terms of the Economic Development Agreement, on September 4, 2007, the City Council of the City adopted Ordinance No. 07-3211 which created a tax increment reinvestment zone pursuant to Chapter 311, Texas Tax Code, as amended ("*Chapter 311*"), known as **REINVESTMENT ZONE NUMBER ONE, CITY OF EDINBURG, TEXAS** (the "*Reinvestment Zone*"); and

*WHEREAS*, in accordance with Section 4.1 of the Economic Development Agreement, the City and the County agreed to contribute into the "Tax Increment Fund" (as defined in the Economic Development Agreement) 100% and 88%, respectively, of their "Tax Increment" (as defined in the Economic Development Agreement) related to the Reinvestment Zone until the expiration of the Reinvestment Zone; and

*WHEREAS*, the Original Agreement was amended by that certain First Amendment to Economic Development Agreement with First Hartford Realty Corporation Regarding City of Edinburg, Texas Reinvestment Zone Number One and the Development Known Generally as "The Shoppes at Rio Grande Valley", dated and effective as of August 16, 2011 (the "**First Edinburg Interlocal Agreement**")

**Amendment**") and by that certain Second Amendment to Economic Development Agreement with First Hartford Realty Corporation Regarding City of Edinburg, Texas Reinvestment Zone Number One and the Development Known Generally as "The Shoppes at Rio Grande Valley", dated and effective as of November 08, 2011 (the "**Second Amendment**"); and

*WHEREAS*, the Original Agreement, as amended by the First Amendment and the Second Amendment, is referred to herein as the "**Development Agreement**", and

*WHEREAS*, this Agreement is made pursuant to Chapter 311 and Chapter 791, Texas Government Code, as amended, to further evidence the participation of the City and the County in the Reinvestment Zone;

### **AGREEMENT**

*NOW, THEREFORE*, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County hereby agree as follows:

**Section 1. DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings set out below:

"*Agreement*" is defined in the preamble of this Agreement.

"*Captured Appraised Value*" has the meaning ascribed by Chapter 311.012, Texas Tax Code.

"*Chapter 311*" is defined in the recitals of this Agreement.

"*City*" is defined in the preamble of this Agreement.

"*City's Tax Increment Participation*" shall mean an amount of the City's ad valorem tax levy on the Captured Appraised Value, which the City agreed to contribute to the Reinvestment Zone pursuant to Section 4.1 of the Economic Development Agreement and confirms such agreement pursuant to Sections 3 and 4 of this Agreement.

"*County*" is defined in the preamble of this Agreement.

"*County's Tax Increment Participation*" means the amount of the County's ad valorem tax levy on the Captured Appraised Value, which the County agreed to contribute to the Reinvestment Zone pursuant to Section 4.1 of the Economic Development Agreement.

"*Developer*" is defined in the recitals of this Agreement.

"*Development Agreement*" is defined in the recitals of this Agreement.

"*EEDC*" is defined in the recitals of this Agreement.

"*First Amendment*" is defined in the recitals of this Agreement.

"*Original Agreement*" is defined in the recitals of this Agreement.

"*Plan*" means the project plan and reinvestment zone financing plan for the Reinvestment Zone which adopted by the board of directors of the Reinvestment Zone and approved by the City Council of the City, and attached hereto as Exhibit "B".

"*Project*" is defined in the recitals of this Agreement.

"*Reinvestment Zone*" is defined in the recitals of this Agreement.

"*Reinvestment Zone Area*" shall mean the area of the City which has been included in the Reinvestment Zone as shown on Exhibit "A" hereto.

"*Second Amendment*" is defined in the recitals of this Agreement.

"*Tax Increment*" has the meaning ascribed by Chapter 311, Texas Tax Code, and includes taxes levied and collected, respectively, by the City and the County for itself.

"*Tax Increment Base*" means the total appraised value of all real property taxable by the City or the County, as the case may be, and located in the Reinvestment Zone as of January 1, 2008, the year in which the Reinvestment Zone was designated.

"*Tax Increment Fund*" is defined in the recitals of this Agreement.

"*Tax Increment Participation*" means the amount the City and the County, respectively, agreed to contribute to the Tax Increment Fund pursuant to the Development Agreement.

Terms used herein and not otherwise defined shall have the meanings ascribed to them in Chapter 311, Texas Tax Code.

**SECTION 2. PURPOSE FOR PARTICIPATING IN THE ZONE.** The City and the County agreed to participate in the Reinvestment Zone for the purposes set forth in the Development Agreement, including for development in the Reinvestment Zone Area in accordance with the Plan, for their mutual benefit and the benefit of their citizens.

**SECTION 3. OBLIGATIONS OF CITY AND COUNTY.** (a) **Tax Increment Participation**. For and in consideration of the agreements of the parties set forth herein, the City and the County confirm their agreement in the Development Agreement to participate in the

Reinvestment Zone by the City contributing its Tax Increment Participation of 100% of its Tax Increment and the County contributing its Tax Increment Participation of 88% of its Tax Increment into the Tax Increment Fund as specified in the Development Agreement, each year during the term of this Agreement on the Captured Appraised Value of real property within the Reinvestment Zone. The remaining 12% of the County's Tax Increment shall be retained by the County. The current tax rates of the City and the County are subject to change and any such change will change the amount of Tax Increment to the extent of any change in their tax rates.

(b) **Payment Dates.** The City and the County shall not be obligated to pay their respective Tax Increment Participation from other City or County taxes or revenues or until the City or County Tax Increment Participation is actually collected. The City's and the County's obligation to contribute its payment into to the Tax Increment Fund, as provided in this Agreement shall accrue as the City and the County, respectively, collects its Tax Increment. The City and the County hereto agree that all ad valorem property taxes collected each year by the City and the County, respectively, that are attributable to real property in the Reinvestment Zone shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the Tax Increment Base have been collected, then the remaining ad valorem taxes collected shall constitute the Tax Increment. The City agrees to deposit its first payment into the Tax Increment Fund on or before May 1, 2012. The County agrees to deposit its first Tax Increment Payment to the Tax Increment Fund once (i) all tax accounts have been coded by the Hidalgo County Appraisal District, (ii) the Hidalgo County Tax Office has received the list of tax accounts, (iii) collection reports have been provided to the Auditor's Office, and (vi) the County has received the information required under Section 311.016 of the Tax Code, or, if later, on May 1, 2012. The amount of the first payment by the City and the County into the Tax Increment Fund shall be based on the Tax Increments that were received up to January 31, 2012, but only for tax years 2008, 2009, and 2010. For subsequent payments, the City and the County each agrees to contribute its respective yearly Tax Increment Payment to the Tax Increment Fund annually not later than the 90<sup>th</sup> day after the delinquency date for the City's and County's respective property taxes (or the first business day thereafter) following the end of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31<sup>st</sup> following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date. Under no circumstances shall the County be required to participate in the Zone with taxes attributable to periods after September 4, 2037.

(c) **Resolution of Calculation Conflicts.** Pursuant to Chapter 311 of the Texas Tax Code, in the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by the County, the Hidalgo County Auditor will make the final determination as to the amount of any Tax Increment owed by the County under this Agreement. The annual Captured Appraised Value for the real property contained within the Reinvestment Zone shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Offices' verification of collections in regards to the real property contained with the Reinvestment Zone.

(c) **No Additional Obligation.** (i) This Agreement is intended to acknowledge the obligations regarding the Tax Increment Fund in the Development Agreement and provide related procedures but is not intended and shall not be deemed to increase the obligation of the County with respect to the Tax Increment Fund or the Reinvestment Zone beyond the obligations set forth in the Development Agreement. In the event the County's obligations to make payment to the Tax Increment Fund pursuant to the Development Agreement terminates, the County shall have no further obligation under this Agreement.

(ii) Except for contributing its respective Tax Increment payments to the Tax Increment Fund as set out in the Development Agreement, the County shall not have any obligation or responsibility for any costs or expenses associated with the development of the Reinvestment Zone or the implementation of the Plan, including, without limitation, any obligation to pay or repay any bond or other debt issued by another entity, or relating to the Reinvestment Zone or any costs associated with the operation of Reinvestment Zone, the Project or any other projects relating thereto.

**SECTION 4. TERM OF AGREEMENT.** This Agreement shall become effective as of the date of the final signature hereto, and shall remain in effect through the earlier of (i) the date on which all of bonds payable in whole or in part from the City's Tax Increment Participation and the County's Tax Increment Participation collected on the Captured Appraised Value of the real property within the Reinvestment Zone, and the interest on such bonds have been paid in full, and (ii) September 4, 2037, which date is thirty (30) years from the effective date of the City ordinance creating the Reinvestment Zone, or any earlier date on which the Reinvestment Zone is terminated in accordance with the Development Agreement (but in no event earlier than the date on which all bonds payable in whole or in part from the City's and the County's Tax Increment Participation collected on the Captured Appraised Value of the real property within the Reinvestment Zone have been paid in full or legally defeased).

The first payment of increment taxes by the City and the County under this Agreement shall be for those taxes as levied in the year 2008, 2009, and 2010.

**Section 5. MISCELLANEOUS.** (a) **Severability.** In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the County or the City in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

(b) **Entire Agreement.** This Agreement together with the Development Agreement, embodies the entire agreement of the parties with respect to the subject matter hereof, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

(c) **Written Amendment.** Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

(d) **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed below, or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

**City**

**Hidalgo County**

J.J. Rodriguez  
City Manager  
City of Edinburg  
P.O. Box 1079  
210 W. McIntyre  
Edinburg, Texas 785409

Ramon Garcia  
Hidalgo County Judge  
Hidalgo County Courthouse  
P. O. Box 1356  
Edinburg, Texas 78540

(e) **Non-Waiver.** Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

(f) **Successors.** This Agreement shall bind and benefit the parties and their legal successors. This Agreement is not assignable without the written the prior written permission of the other parties hereto. This Agreement does not create any personal liability on the part of any officer or agent of the City or the Reinvestment Zone or any officer, agent or employee of the County.

(g) **No Waiver of Immunity.** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

(i) **Approvals.** Upon execution of this Agreement by the authorized representatives of the City, the County, the EEDC, and the LGC, each of the City, the County, the EEDC, and the LGC represents that this Second Amendment has been duly approved by its respective governing body.

(j) **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in the State courts located in Hidalgo County, Texas.

*[The remainder of this page intentionally left blank]*

IN WITNESS HEREOF, the City and the County have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF EDINBURG, TEXAS

\_\_\_\_\_  
Mayor

Attest:

[Signature]  
City Secretary



Gonzalez Palacios, LLP  
Attorneys at Law

BY: [Signature]  
City Attorney

HIDALGO COUNTY, TEXAS

[Signature]  
County Judge

Attest:

[Signature]  
County Clerk

Approved by Commissioners' Court  
on 11/8/11 [Signature]

APPROVED AS TO FORM:  
ATLAS & HALL, L.L.P.

By: [Signature]  
Stephen L. Crain

ACKNOWLEDGED AND AGREED:

**FIRST HARTFORD REALTY CORPORATION,**

a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Edinburg Interlocal Agreement

Title: \_\_\_\_\_

**EDINBURG ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Name: Richard H. Garcia  
Title: Board President

**CITY OF EDINBURG, TEXAS  
LOCAL GOVERNMENT  
CORPORATION**

By: \_\_\_\_\_  
Name: Ella S. Garcia, Jr.  
Title: Vice-President



**EXHIBIT A**

**Reinvestment Zone Area**

# LOWEN CENTER SUBDIVISION

BEING A RESUBDIVISION OF A  
 127.693 ACRES TRACT BEING OUT OF  
 LOTS 29, 30, 31, 34 & 36  
 OF THE  
 VON L. P. & M. S. WOODS SUBDIVISION, NO. 4  
 M.L. WOODS SUBDIVISION, NO. 4  
 CITY OF EDINBURG  
 HIDALGO COUNTY, TEXAS

STATE OF TEXAS  
 COUNTY OF HIDALGO  
 I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THE SUBDIVISION OF THE LAND HEREIN DESCRIBED IS IN ACCORDANCE WITH THE PLANNING AND ZONING COMMISSION'S RECOMMENDATION AND THE CITY OF EDINBURG'S ORDINANCES.

FILED IN BOOK 1, PAGE 1, 1983  
 DATE FILED 07/26/83  
 COUNTY CLERK, HIDALGO COUNTY, TEXAS

THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THE SUBDIVISION OF THE LAND HEREIN DESCRIBED IS IN ACCORDANCE WITH THE PLANNING AND ZONING COMMISSION'S RECOMMENDATION AND THE CITY OF EDINBURG'S ORDINANCES.

CHAIRMAN, PLANNING COMMISSION  
 DATE \_\_\_\_\_  
 THIS PLAN APPROVED BY THE HIDALGO COUNTY EMILITATION DISTRICT NO. 2 ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

ATTEN:  
 \_\_\_\_\_  
 PROJECT BOSS

WITNESSETH  
 \_\_\_\_\_  
 COUNTY CLERK

HIDALGO COUNTY PLANNING DISTRICT NO. 1  
 \_\_\_\_\_  
 DATE \_\_\_\_\_

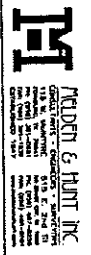
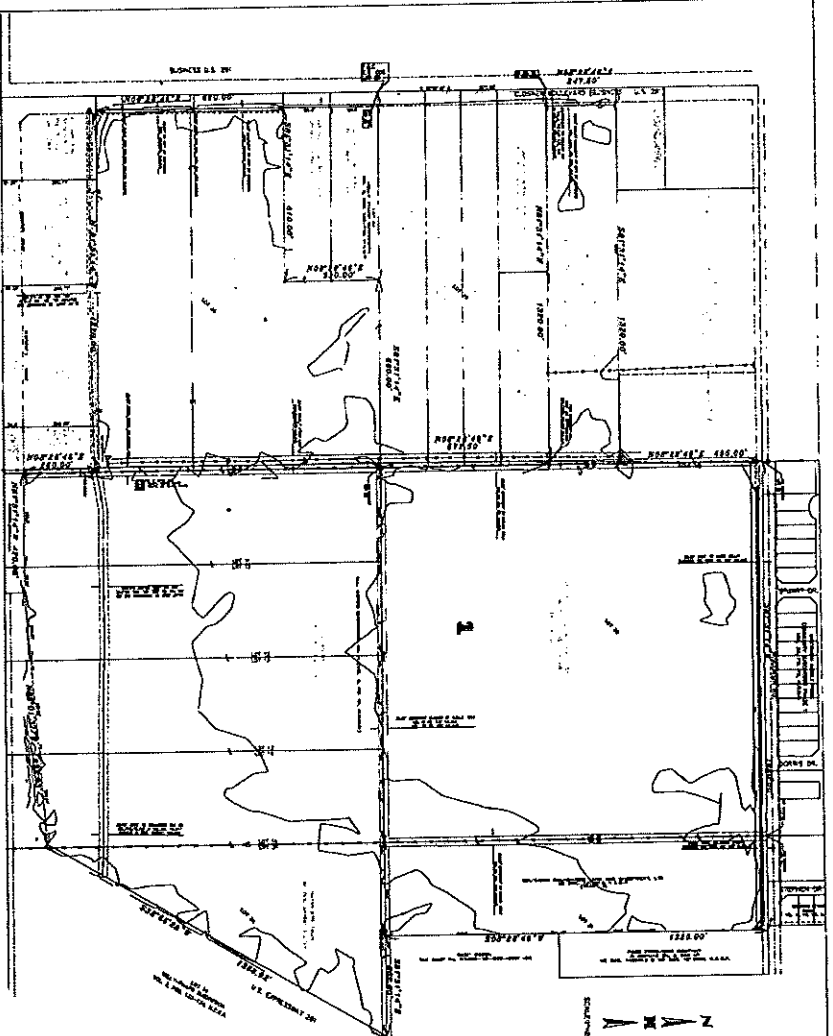
STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_  
 I, \_\_\_\_\_, PRESIDENT OF THE BOARD OF DIRECTORS OF THE LOWEN CENTER SUBDIVISION, DO HEREBY CERTIFY THAT THE SUBDIVISION OF THE LAND HEREIN DESCRIBED IS IN ACCORDANCE WITH THE PLANNING AND ZONING COMMISSION'S RECOMMENDATION AND THE CITY OF EDINBURG'S ORDINANCES.

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_  
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STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_  
 I, \_\_\_\_\_, PRESIDENT OF THE BOARD OF DIRECTORS OF THE LOWEN CENTER SUBDIVISION, DO HEREBY CERTIFY THAT THE SUBDIVISION OF THE LAND HEREIN DESCRIBED IS IN ACCORDANCE WITH THE PLANNING AND ZONING COMMISSION'S RECOMMENDATION AND THE CITY OF EDINBURG'S ORDINANCES.



**LEGEND**  
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 ● 30' ROAD FROM ROAD

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**EXHIBIT B**

**Plan**

## Project Budget

**ENGINEER'S ESTIMATE-QUANTITY FORM  
EDINBURG HARTFORD SHOPS (PUBLIC QTY) J.N. 05172**

PHASE: PUBLIC  
ACREAGE: 127.993  
ENTITY: Edinburg  
LOTS: 1  
WATER SUPPLIER: CITY OF EDINBURG

\_\_\_\_\_  
X \_\_\_\_\_ NO DESIGN COMPLETED  
PRELIMINARY DESIGN  
\_\_\_\_\_  
FINAL DESIGN

<b>WATER IMPROVEMENTS: On site PUBLIC</b>		Quantity	Unit	Unit Price	Item Total
1.	12" PVC C900 SDR18	5,477	LF	\$ 25.00	\$ 136,925.00
2.	10" PVC C900 SDR18	3,080	LF	\$ 16.00	\$ 49,280.00
3.	8" PVC C900 SDR18	10,107	LF	\$ 13.00	\$ 131,391.00
4.	6" PVC C900 DR18	400	LF	\$ 8.00	\$ 3,200.00
5.	12" Gate valve w/box	8	EA	\$ 1,500.00	\$ 12,000.00
6.	10" Gate valve w/box	6	EA	\$ 1,200.00	\$ 7,200.00
7.	8" Gate valve w/box	21	EA	\$ 900.00	\$ 18,900.00
8.	2" Flush valve	1	EA	\$ 635.00	\$ 635.00
9.	Fire hydrant w/6" valve	49	EA	\$ 2,640.00	\$ 129,360.00
10.	12" Tapping tee & valve	2	EA	\$ 3,100.00	\$ 6,200.00
11.	8" Tapping tee & valve	1	EA	\$ 2,100.00	\$ 2,100.00
12.	2" Copper Dual service connect.-across	49	EA	\$ 1,350.00	\$ 66,150.00
13.	8" Tee	5	EA	\$ 402.00	\$ 2,010.00
14.	12" Tee	2	EA	\$ 402.00	\$ 804.00
15.	12"x8" Tee	6	EA	\$ 800.00	\$ 4,800.00
16.	10"x8" Tee	4	EA	\$ 800.00	\$ 3,200.00
17.	12" Cross	2	EA	\$ 800.00	\$ 1,600.00
18.	12" 90 degree elbow	3	EA	\$ 330.00	\$ 990.00
19.	12" 45 degree elbow	2	EA	\$ 330.00	\$ 660.00
20.	10" 90 degree elbow	2	EA	\$ 330.00	\$ 660.00
21.	10" 45 degree elbow	3	EA	\$ 330.00	\$ 990.00
22.	8" 90 degree elbow	2	EA	\$ 330.00	\$ 660.00
23.	8" 45 degree elbow	10	EA	\$ 330.00	\$ 3,300.00
24.	12"x10" Reducer	2	EA	\$ 400.00	\$ 800.00
25.	12"x8" Reducer	2	EA	\$ 300.00	\$ 600.00
26.	10"x8" Reducer	2	EA	\$ 400.00	\$ 800.00
27.	Bore 20" Steel casing	170	LF	\$ 50.00	\$ 8,500.00
28.	Valve markers	36	EA	\$ 85.00	\$ 3,060.00
29.	Meter boxes	49	EA	\$ 500.00	\$ 24,500.00
Total Water Improvements:					\$ 621,275.00

**SANITARY SEWER IMPROVEMENTS: PUBLIC**

1.	10" PVC SDR26 (12'-14' cut)	1,385 LF	\$	24.00	\$	33,240.00
2.	10" PVC SDR26 (10'-12' cut)	1,360 LF	\$	20.25	\$	27,540.00
3.	10" PVC SDR26 (8'-10' cut)	1,360 LF	\$	18.25	\$	24,820.00
4.	10" PVC SDR26 (6'-8' cut)	1,360 LF	\$	15.75	\$	21,420.00
5.	10" PVC SDR26 (0'-6' cut)	1,200 LF	\$	14.00	\$	16,800.00
6.	8" PVC SDR26 (10'-12' cut)	600 LF	\$	18.55	\$	11,130.00
7.	8" PVC SDR26 (8'-10' cut)	900 LF	\$	16.00	\$	14,400.00
8.	8" PVC SDR26 (6'-8' cut)	900 LF	\$	13.25	\$	11,925.00
9.	8" PVC SDR26 (0'-6' cut)	1,050 LF	\$	11.50	\$	12,075.00
10.	Manhole (10'-12' cut)	4 EA	\$	2,875.00	\$	11,500.00
11.	Manhole (8'-10' cut)	3 EA	\$	2,300.00	\$	6,900.00
12.	Manhole (6'-8' cut)	5 EA	\$	1,902.00	\$	9,510.00
13.	Manhole (0'-6' cut)	5 EA	\$	1,625.00	\$	8,125.00
14.	Cleanout	9 EA	\$	350.00	\$	3,150.00
15.	Single service connection-across	50 EA	\$	345.00	\$	17,250.00
16.	Trench excavation protection	8,000 LF	\$	2.00	\$	16,000.00
17.	Lift Station Upgrade A-1-D	1 LS	\$	65,000.00	\$	65,000.00
Total Sanitary Sewer Improvements:						\$ 310,785.00

**DRAINAGE IMPROVEMENTS: PUBLIC LINE OUTFALL TO TRENTON**

1.	48" Storm sewer (12'-10' cut)	2,758 LF	\$	55.00	\$	151,690.00
2.	42" Storm sewer (8'-10' cut)	512 LF	\$	50.00	\$	25,600.00
3.	36" Storm sewer (8'-10' cut)	1,336 LF	\$	45.00	\$	60,120.00
4.	30" Storm sewer (6'-8' cut)	142 LF	\$	43.00	\$	6,106.00
5.	Manhole (10'-12' cut)	2 EA	\$	5,000.00	\$	10,000.00
6.	Manhole (8'-10' cut)	1 EA	\$	3,000.00	\$	3,000.00
7.	Type "A" curb inlet (0'-6' cut)	2 EA	\$	2,085.00	\$	4,170.00
8.	Type "CC" grated inlet	1 EA	\$	1,850.00	\$	1,850.00
9.	Headwall/down drain	1 EA	\$	2,088.00	\$	2,088.00
10.	Paving Repair Stuart drive	1,104 LF	\$	27.00	\$	29,808.00
11.	Trench excavation protection	4,700 LF	\$	1.50	\$	7,050.00
12.	Detention Area Excavation	131,267 CY	\$	1.50	\$	196,900.50
Total Drainage Improvements: PUBLIC LINE						\$ 498,382.50

**EROSION CONTROL:**

1.	Silt fence (erosion control)	14,035 LF	\$	3.25	\$	45,613.75
2.	Inlet (erosion control)	95 EA	\$	100.00	\$	9,500.00
3.	Temporary construction entrance	2 EA	\$	1,530.00	\$	3,060.00
Total Erosion Control:						\$ 58,173.75

**MISCELLANEOUS IMPROVEMENTS:**

1.	4" PVC Sch 40 gray conduit pipe	18,664 LF	\$	7.25	\$	135,314.00
2.	90 degree electrical turn ups	100 EA	\$	15.00	\$	1,500.00
3.	Performance & Payment Bonds	2.50%	\$	1,488,616.25	\$	37,215.41
4.	Transformer or pull box pads- (commercial only)	30 EA	\$	500.00	\$	15,000.00
5.	4" sleeves (irrigation, communications, othe	10,000 LF	\$	7.25	\$	72,500.00
6.	Power Pole Relocate on Wisconsin	6 EA	\$	30,000.00	\$	180,000.00
Total Miscellaneous Improvements:						\$ 441,529.41

**TOTAL UTILITY IMPROVEMENTS:**

\$ 1,930,145.66

**PAVING IMPROVEMENTS:****PAVING IMPROVEMENTS: WISCONSIN RD. ADD'L LANE HVY. DTY.**

1.	Excavation & grading	3,576 SY	\$	1.90	\$	6,794.40
2.	8" 5% Lime treated subgrade	3,576 SY	\$	1.50	\$	5,364.00
3.	Lime	56 TNS	\$	125.00	\$	7,000.00
4.	10" Compacted crushed caliche base w/prime coat	3,576 SY	\$	5.50	\$	19,668.00
5.	2" Hot mix asphaltic concrete w/tack coat	3,095 SY	\$	6.00	\$	18,570.00
6.	18" Curb & gutter	1,582 LF	\$	6.50	\$	10,283.00
7.	6' Valley gutter	150 LF	\$	28.25	\$	4,237.50
8.	4"x5' wide concrete sidewalks	8,306 SF	\$	5.50	\$	45,683.00
9.	Striping	1 LS	\$	2,500.00	\$	2,500.00

**Total Paving Improvements: WISCONSIN RD. ADD'L. LANE HVY. DTY.**

\$ 120,099.90

**PAVING IMPROVEMENTS: BUS. 281 ADD'L LANE HVY. DTY.**

1.	Excavation & grading	1,519 SY	\$	1.90	\$	2,886.10
2.	8" 5% Lime treated subgrade	1,519 SY	\$	1.50	\$	2,278.50
3.	Lime	24 TNS	\$	125.00	\$	3,000.00
4.	12" Compacted crushed caliche base w/prime coat	1,519 SY	\$	6.50	\$	9,873.50
5.	3" Hot mix asphaltic concrete w/tack coat	1,248 SY	\$	7.00	\$	8,736.00
6.	18" Curb & gutter	622 LF	\$	6.50	\$	4,043.00
7.	6' Valley gutter	352 LF	\$	28.25	\$	9,944.00
8.	4"x5' wide concrete sidewalks	3,697 SF	\$	5.50	\$	20,333.50
9.	Striping	1 LS	\$	2,500.00	\$	2,500.00
10.	Traffic Signal	2 LS	\$	135,000.00	\$	270,000.00

Total Paving Improvements: BUS. 281 ADD'L. LANE HVY. DTY. \$ 333,594.60

**PAVING IMPROVEMENTS: TRENTON RD. CONCRETE ISLANDS**

1.	Excavation & grading	4,331 SY	\$	1.90	\$	8,228.90
2.	8" 5% Lime treated subgrade	4,331 SY	\$	1.50	\$	6,496.50
3.	Lime	54 TNS	\$	125.00	\$	6,700.00
4.	12" Compacted crushed caliche base w/prime coat	4,331 SY	\$	6.50	\$	28,151.50
5.	Concrete Island	3,333 SY	\$	99.00	\$	329,967.00
6.	18" Curb & gutter	3,593 LF	\$	6.50	\$	23,354.50
7.	4"x5' wide concrete sidewalks	3,697 SF	\$	5.50	\$	20,333.50
8.	Striping	1 LS	\$	2,500.00	\$	2,500.00
9.	Traffic Light	1 LS	\$	135,000.00	\$	135,000.00

Total Paving Improvements: CONCRETE ISLANDS \$ 560,731.90

**SUB TOTAL PAVING IMPROVEMENTS:** \$ 1,014,426.40

**MISCELLANEOUS IMPROVEMENTS:**

1.	Performance & Payment Bonds	1.50%	\$	1,014,426.40	\$	15,216.40
2.	Demolition & disposal of brush. buildings & irrigation structures	1 LS	\$	11,275.00	\$	11,275.00

Total Miscellaneous Improvements: \$ 26,491.40

**TOTAL PAVING IMPROVEMENTS:** \$ 1,040,917.80

**SUB-TOTAL IMPROVEMENTS:** \$ 2,971,063.45

**OTHER IMPROVEMENTS AND FEES:**

1.	Street lights (MVEC or AEP)	49 EA	\$ 1,200.00	\$ 58,800.00
2.	City inspection fee	2.00%	\$ 2,971,063.45	\$ 59,421.27
3.	Engineering: design & construction staking	8.00%	\$ 2,971,063.45	\$ 237,685.08
4.	Miscellaneous Improvements			
	a. Sidewalk EXWY. 281, TRENTON	12,993 SF	\$ 5.50	\$ 71,461.50
	b.. Buyout N.A.W.S.C.	1 LS	\$ 175,094.42	\$ 175,094.42
	c.. Buyout N.A.W.S.C. Add'l Service Area	1 LS	\$ 150,000.00	\$ 150,000.00
	d. Street intersection signs	11 EA	\$ 150.00	\$ 1,650.00
9.	TCEQ Permit Fee	1 LS	\$ 200.00	\$ 200.00
10.	Contingency	5%	\$ 2,971,063.45	\$ 148,553.17
13.	Subgrade & caliche compaction test cores on caliche & asphalt of paving imp. & utilities -*to be paid prior to Pre-construction	1%	\$ 2,971,063.45	\$ 29,710.63
14.	Tap fees:			
	a. Water - inside City limits (2")	49 SERV	\$ 2,110.00	\$ 103,390.00
	c. Sewer - inside City limits (6")	49 SERV	\$ 70.00	\$ 3,430.00
15.	Buffer fences	14,035 LF	\$ 12.00	\$ 168,420.00

Total Other Improvements & Fees: \$ 1,207,816.07

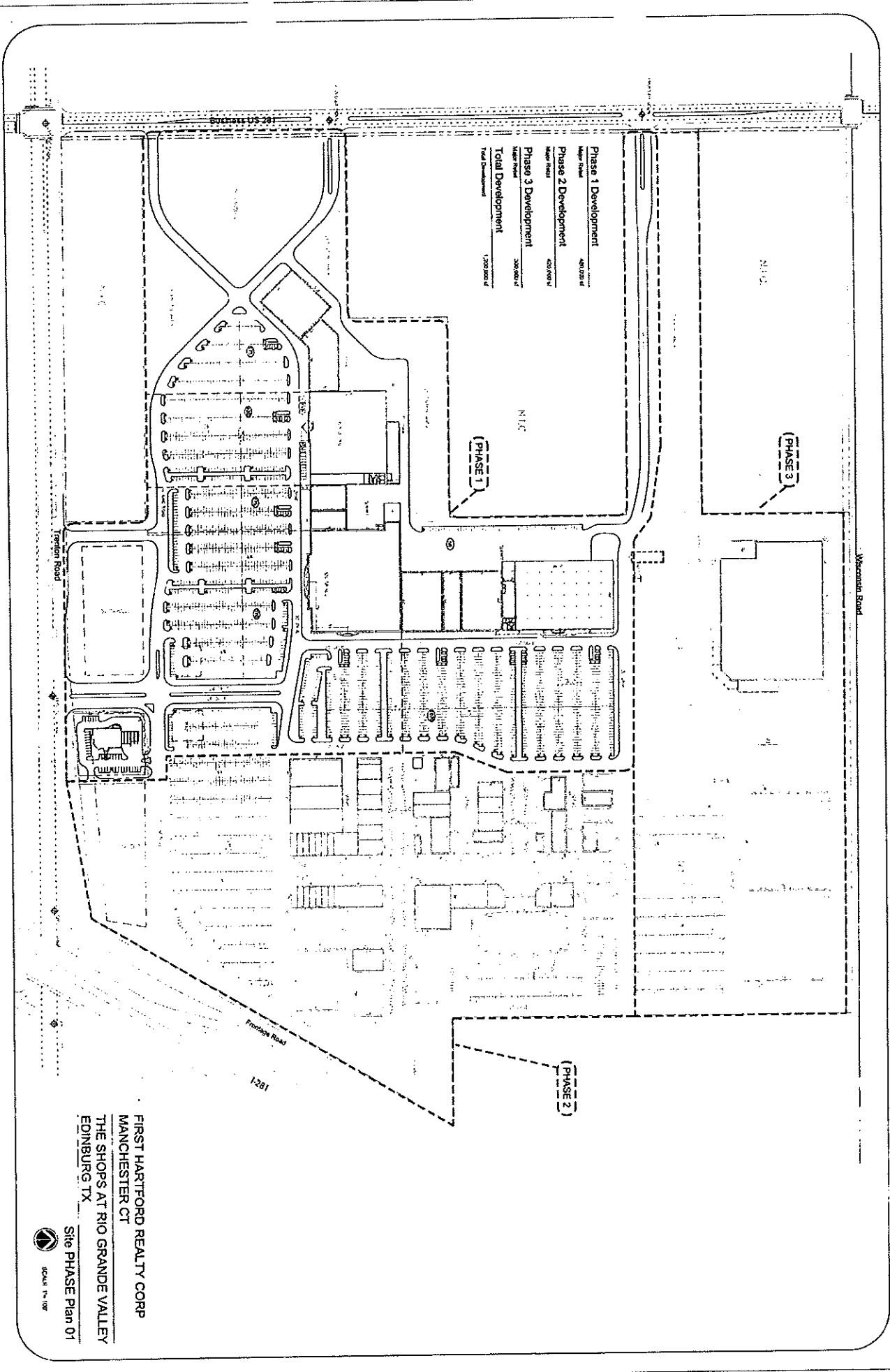
**TOTAL IMPROVEMENTS:** \$ 4,178,879.52  
t:fsub\05172\

Estimated by: R. DE JESUS

Checked by: FLK

Based on quantity dated 10/24/06

**Description of Construction Phases**



<b>Phase 1 Development</b>	461,028 sq ft
Major Road	
<b>Phase 2 Development</b>	423,000 sq ft
Major Road	
<b>Phase 3 Development</b>	200,000 sq ft
Major Road	
<b>Total Development</b>	1,284,028 sq ft

FIRST HARTFORD REALTY CORP  
 MANCHESTER CT  
 THE SHOPS AT RIO GRANDE VALLEY  
 EDINBURG TX

Site PHASE Plan 01  
 SCALE: 1" = 100'

## Construction Schedule

## **Exhibit E.**

### **Description of construction phases**

On or before March 31, 2010 Developer will cause the construction of at least 267,000 square feet of retail space for occupation by retail tenants within the TIF zone.

On or before March 31, 2011, Developer will cause the construction of at least 534,000 square feet of retail space within the TIF Zone.

On or before March 31, 2012, Developer will cause the construction of at least 800,000 square feet of retail space within the TIF Zone.

## Description of Public Infrastructure

Proposal

Revised:

6/5/2001

ENGINEER'S ESTIMATE-QUANTITY FORM  
PROJECT NAME

PHASE: \_\_\_\_\_ NO DESIGN COMPLETED  
ACREAGE: \_\_\_\_\_ PRELIMINARY DESIGN  
ENTITY: \_\_\_\_\_ FINAL DESIGN  
LOTS: \_\_\_\_\_

WATER IMPROVEMENTS: On site		Quantity	Unit	Unit Price	Item Total
1.	12" PVC C900 SDR18		LF	\$ 14.00	\$ -
2.	10" PVC C900 SDR18		LF	\$ 11.00	\$ -
3.	8" PVC C900 DR18		LF	\$ 8.00	\$ -
4.	6" PVC C900 DR18		LF	\$ 7.50	\$ -
5.	4" PVC C900 SDR18		LF	\$ 5.50	\$ -
6.	12" Gate valve w/box		EA	\$1,000.00	\$ -
7.	10" Gate valve w/box		EA	\$ 750.00	\$ -
8.	8" Gate valve w/box		EA	\$ 550.00	\$ -
9.	6" Gate valve w/box		EA	\$ 500.00	\$ -
10.	4" Gate valve w/box		EA	\$ 450.00	\$ -
11.	2" Flush valve		EA	\$ 400.00	\$ -
12.	Fire hydrant w/6" valve		EA	\$1,500.00	\$ -
13.	8" Tapping tee & valve		EA	\$ 900.00	\$ -
14.	Dual service connection-adjacent		EA	\$ 270.00	\$ -
15.	Dual service connection-across		EA	\$ 290.00	\$ -
	with casing				
16.	Single service connection-adjacent		EA	\$ 260.00	\$ -
17.	Single service connection-across		EA	\$ 280.00	\$ -
	with casing				
18.	8" Tee		EA	\$ 150.00	\$ -
19.	6" Tee		EA	\$ 140.00	\$ -
20.	8" 90 degree elbow		EA	\$ 120.00	\$ -
21.	8" 45 degree elbow		EA	\$ 100.00	\$ -
22.	6" 90 degree elbow		EA	\$ 90.00	\$ -
23.	6" 45 degree elbow		EA	\$ 90.00	\$ -
24.	8" Cap		EA	\$ 75.00	\$ -
25.	6" Cap		EA	\$ 75.00	\$ -
26.	6"x8" Reducer		EA	\$ 150.00	\$ -
27.	6"x2" Reducer		EA	\$ 150.00	\$ -
28.	Bore and encase 12" casing		LF	\$ 48.00	\$ -
29.	Bore and encase 16" casing		LF	\$ 70.00	\$ -
30.	Valve markers		EA	\$ 15.00	\$ -
Total Water Improvements:					\$ -

SANITARY SEWER IMPROVEMENTS:

1.	8" PVC SDR 26 (10'-12' cut)		LF	\$ 12.00	\$ -
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Proposal

2.	8" PVC SDR35 (8'-10' cut)	LF	\$ 10.00	\$ -
3.	8" PVC SDR35 (6'-8' cut)	LF	\$ 8.00	\$ -
4.	8" PVC SDR35 (0'-6' cut)	LF	\$ 7.00	\$ -
5.	6" PVC SDR35 (6'-8' cut)	LF	\$ 6.50	\$ -
6.	6" PVC SDR35 (0'-6' cut)	LF	\$ 5.00	\$ -
7.	Manhole (10'-12' cut)	EA	\$1,500.00	\$ -
8.	Manhole (8'-10' cut)	EA	\$1,050.00	\$ -
9.	Manhole (6'-8' cut)	EA	\$ 900.00	\$ -
10.	Manhole (0'-6' cut)	EA	\$ 800.00	\$ -
11.	Cleanout	EA	\$ 350.00	\$ -
12.	Dual service connection-adjacent	EA	\$ 270.00	\$ -
13.	Dual service connection-across	EA	\$ 290.00	\$ -
14.	Single service connection-adjacent	EA	\$ 260.00	\$ -
15.	Single service connection-across	EA	\$ 280.00	\$ -
16.	Trench excavation protection	LF	\$ 1.00	\$ -
<b>Total Sanitary Sewer Improvements:</b>				\$ -
<b>DRAINAGE IMPROVEMENTS:</b>				
1.	36" Storm sewer ( 8' -10' cut)	LF	\$ 42.00	\$ -
2.	30" Storm sewer ( 6'- 8' cut)	LF	\$ 30.00	\$ -
3.	1/2"x24" ID steel pipe (6'-8' cut)	LF	\$ 60.00	\$ -
4.	24" Storm sewer ( 0'-6' cut)	LF	\$ 24.00	\$ -
5.	18" Storm sewer ( 0'- 6' cut)	LF	\$ 20.00	\$ -
6.	Manhole (6'-8' cut)	EA	\$1,000.00	\$ -
7.	Manhole (0'-6' cut)	EA	\$ 900.00	\$ -
8.	Type "A" curb inlet (0'-6' cut)	EA	\$1,200.00	\$ -
9.	Type "B" grated inlet	EA	\$1,000.00	\$ -
10.	Type "CC" grated inlet	EA	\$1,200.00	\$ -
11.	Headwall/down drain	EA	\$ 800.00	\$ -
12.	Trench excavation protection	LF	\$ 1.00	\$ -
<b>Total Drainage Improvements:</b>				\$ -
<b>MISCELLANEOUS IMPROVEMENTS:</b>				
1.	Electrical trenching	LF	\$ 1.00	\$ -
2.	4" PVC Sch 40 gray conduit pipe	LF	\$ 4.50	\$ -
3.	Performance & Payment Bonds	LS	\$1,500.00	\$ -
<b>Total Miscellaneous Improvements:</b>				\$ -
<b>TOTAL UTILITY IMPROVEMENTS:</b>				\$ -
<b>PAVING IMPROVEMENTS:</b>				
1.	Excavation & grading	SY	\$ 1.15	\$ -
2.	5% Lime treated subgrade	SY	\$ 1.00	\$ -
3.	Lime	TNS	\$ 85.00	\$ -
4.	10" Compacted crushed caliche			

Proposal

	base w/prime coat	SY	\$ 3.20		
5.	8" Compacted crushed caliche base w/prime coat	SY	\$ 3.20	\$ -	
6.	1 1/2" Hot mix asphaltic concrete w/tack coat	SY	\$ 3.20	\$ -	
7.	2" Hot mix asphaltic concrete w/tack coat	SY	\$ 3.75	\$ -	
8.	18" Curb & gutter	LF	\$ 4.20	\$ -	
9.	20" Curb & gutter	LF	\$ 5.00	\$ -	
10.	6' Valley gutter	LF	\$ 20.00	\$ -	
11.	3' Valley gutter	LF	\$ 15.00	\$ -	
12.	18" RCP culvert	LF	\$ 20.00	\$ -	
13.	Safety end treatment	EA	\$ 500.00	\$ -	
14.	4"x5' wide concrete sidewalks	SF	\$ 1.85	\$ -	
15.	Lot grading	LS	\$5,000.00	\$ -	
16.	Type III Barricades	EA	\$ 600.00	\$ -	
<b>Total Paving Improvements:</b>				\$ -	
<b>MISCELLANEOUS IMPROVEMENTS:</b>					
1.	Performance & Payment Bonds	LS	\$1,500.00	\$ -	
2.	Demolition & disposal of brush, buildings & irrigation structures	LS	\$5,000.00	\$ -	
<b>Total Miscellaneous Improvements:</b>				\$ -	
<b>TOTAL PAVING IMPROVEMENTS:</b>				\$ -	
<b>SUB-TOTAL IMPROVEMENTS:</b>				\$ -	
<b>OTHER IMPROVEMENTS &amp; FEES:</b>					
1.	Street lights	EA	\$ 500.00	\$ -	
2.	City inspection fee	2 %	\$ -	\$ -	
3.	Street intersection signs	EA	\$ 250.00	\$ -	
4.	Fire hydrant markers	EA	\$ 15.00	\$ -	
5.	Engineering:				
	plat development	LS	\$6,000.00	\$ -	
	design & construction staking	8 %	\$ -	\$ -	
	lot staking	EA	\$ 25.00	\$ -	
6.	Park fees	DWELL	\$ 250.00	\$ -	
7.	Filing fees & Exclusions	LS	\$1,500.00	\$ -	
8.	Reimbursements & Escrows:*				
	a. Water				
	b. Sewer				
	c. Drainage				
	d. Paving				
	e. Sidewalk				
	f. Buyout				
9.	Contingency	5 %	\$ -	\$ -	

Proposal

10.	Feasibility study	LS	\$ 500.00	\$ -
11.	ESA	LS	\$1,800.00	\$ -
12.	Subgrade & caliche compaction test cores on caliche & asphalt	LS	\$2,500.00	\$ -
Total Other Improvements & Fees:				\$ -
<b>TOTAL ALL IMPROVEMENTS:</b>				\$ -
f:\forms\Quantity revised				
*Does not include reimbursements, if any.				
Acres for Phase _____ : Cost per acre			#VALUE!	
Lots for Phase _____ : Cost per lot			#VALUE!	
Estimated by: _____				
Checked by: _____			Based on quantity dated _____	



Proposal

(Enter total L.F. of street in the 18" curb cell)					
Make sure to make changes in cells wired clip					
Item	Sq. Ft.	Total	Unit	TXDOT UNITS	
				Total	Unit
Excavation	443,900	49,322	S.Y.		
Caliche	443,900	49,322	S.Y.	16,441	C.Y.
Lime	443,900	818	Tons		

Proposal

H.M.A.C.	386,000	42,889	S.Y.	4,718	Tons
18" Curb	9,650	19,300	L.F.		
<b>TOTAL AFTER 5.0% ADDED</b>					
Excavation	51,788	SY			
Caliche	51,788	SY			
Lime	859	TON			
H.M.A.C.	45,033	SY			
18" Curb	20,265	LF			

Revised: 6/5/2001

**ENGINEER'S ESTIMATE-QUANTITY FORM**  
**PROJECT NAME**

PHASE: \_\_\_\_\_ NO DESIGN COMPLETED  
 ACREAGE: \_\_\_\_\_ PRELIMINARY DESIGN  
 ENTITY: \_\_\_\_\_ FINAL DESIGN  
 LOTS: \_\_\_\_\_

**WATER IMPROVEMENTS: On site**                      Quantity      Unit      Unit Price      Item Total

1.	12" PVC C900 SDR18		LF	\$ 14.00	\$ -
2.	10" PVC C900 SDR18		LF	\$ 11.00	\$ -
3.	8" PVC C900 DR18		LF	\$ 8.00	\$ -
4.	6" PVC C900 DR18		LF	\$ 7.50	\$ -
5.	4" PVC C900 SDR18		LF	\$ 5.50	\$ -
6.	12" Gate valve w/box		EA	\$1,000.00	\$ -
7.	10" Gate valve w/box		EA	\$ 750.00	\$ -
8.	8" Gate valve w/box		EA	\$ 550.00	\$ -
9.	6" Gate valve w/box		EA	\$ 500.00	\$ -
10.	4" Gate valve w/box		EA	\$ 450.00	\$ -
11.	2" Flush valve		EA	\$ 400.00	\$ -
12.	Fire hydrant w/6" valve		EA	\$1,500.00	\$ -
13.	8" Tapping tee & valve		EA	\$ 900.00	\$ -
14.	Dual service connection-adjacent		EA	\$ 270.00	\$ -
15.	Dual service connection-across		EA	\$ 290.00	\$ -
	with casing				
16.	Single service connection-adjacent		EA	\$ 260.00	\$ -
17.	Single service connection-across		EA	\$ 280.00	\$ -
	with casing				
18.	8" Tee		EA	\$ 150.00	\$ -
19.	6" Tee		EA	\$ 140.00	\$ -
20.	8" 90 degree elbow		EA	\$ 120.00	\$ -
21.	8" 45 degree elbow		EA	\$ 100.00	\$ -
22.	6" 90 degree elbow		EA	\$ 90.00	\$ -
23.	6" 45 degree elbow		EA	\$ 90.00	\$ -
24.	8" Cap		EA	\$ 75.00	\$ -
25.	6" Cap		EA	\$ 75.00	\$ -
26.	6"x8" Reducer		EA	\$ 150.00	\$ -
27.	6"x2" Reducer		EA	\$ 150.00	\$ -
28.	Bore and encase 12" casing		LF	\$ 48.00	\$ -
29.	Bore and encase 16" casing		LF	\$ 70.00	\$ -
30.	Valve markers		EA	\$ 15.00	\$ -

Total Water Improvements: \_\_\_\_\_ \$ -

**SANITARY SEWER IMPROVEMENTS:**

1.	8" PVC SDR 26 (10'-12' cut)		LF	\$ 12.00	\$ -
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2.	8" PVC SDR35 (8'-10' cut)	LF	\$ 10.00	\$ -
3.	8" PVC SDR35 (6'-8' cut)	LF	\$ 8.00	\$ -
4.	8" PVC SDR35 (0'-6' cut)	LF	\$ 7.00	\$ -
5.	6" PVC SDR35 (6'-8' cut)	LF	\$ 6.50	\$ -
6.	6" PVC SDR35 (0'-6' cut)	LF	\$ 5.00	\$ -
7.	Manhole (10'-12' cut)	EA	\$1,500.00	\$ -
8.	Manhole (8'-10' cut)	EA	\$1,050.00	\$ -
9.	Manhole (6'-8' cut)	EA	\$ 900.00	\$ -
10.	Manhole (0'-6' cut)	EA	\$ 800.00	\$ -
11.	Cleanout	EA	\$ 350.00	\$ -
12.	Dual service connection-adjacent	EA	\$ 270.00	\$ -
13.	Dual service connection-across	EA	\$ 290.00	\$ -
14.	Single service connection-adjacent	EA	\$ 260.00	\$ -
15.	Single service connection-across	EA	\$ 280.00	\$ -
16.	Trench excavation protection	LF	\$ 1.00	\$ -
Total Sanitary Sewer Improvements:				\$ -
<b>DRAINAGE IMPROVEMENTS:</b>				
1.	36" Storm sewer ( 8' -10' cut)	LF	\$ 42.00	\$ -
2.	30" Storm sewer ( 6' - 8' cut)	LF	\$ 30.00	\$ -
3.	1/2"x24" ID steel pipe (6'-8' cut)	LF	\$ 60.00	\$ -
4.	24" Storm sewer ( 0'-6' cut)	LF	\$ 24.00	\$ -
5.	18" Storm sewer ( 0'- 6' cut)	LF	\$ 20.00	\$ -
6.	Manhole (6'-8' cut)	EA	\$1,000.00	\$ -
7.	Manhole (0'-6' cut)	EA	\$ 900.00	\$ -
8.	Type "A" curb inlet (0'-6' cut)	EA	\$1,200.00	\$ -
9.	Type "B" grated inlet	EA	\$1,000.00	\$ -
10.	Type "CC" grated inlet	EA	\$1,200.00	\$ -
11.	Headwall/down drain	EA	\$ 800.00	\$ -
12.	Trench excavation protection	LF	\$ 1.00	\$ -
Total Drainage Improvements:				\$ -
<b>MISCELLANEOUS IMPROVEMENTS:</b>				
1.	Electrical trenching	LF	\$ 1.00	\$ -
2.	4" PVC Sch 40 gray conduit pipe	LF	\$ 4.50	\$ -
3.	Performance & Payment Bonds	LS	\$1,500.00	\$ -
Total Miscellaneous Improvements:				\$ -
<b>TOTAL UTILITY IMPROVEMENTS:</b>				\$ -
<b>PAVING IMPROVEMENTS:</b>				
1.	Excavation & grading	SY	\$ 1.15	\$ -
2.	5% Lime treated subgrade	SY	\$ 1.00	\$ -
3.	Lime	TNS	\$ 85.00	\$ -
4.	10" Compacted crushed caliche			

	base w/prime coat	SY	\$ 3.20		
5.	8" Compacted crushed caliche base w/prime coat	SY	\$ 3.20	\$ -	
6.	1 1/2" Hot mix asphaltic concrete w/tack coat	SY	\$ 3.20	\$ -	
7.	2" Hot mix asphaltic concrete w/tack coat	SY	\$ 3.75	\$ -	
8.	18" Curb & gutter	LF	\$ 4.20	\$ -	
9.	20" Curb & gutter	LF	\$ 5.00	\$ -	
10.	6' Valley gutter	LF	\$ 20.00	\$ -	
11.	3' Valley gutter	LF	\$ 15.00	\$ -	
12.	18" RCP culvert	LF	\$ 20.00	\$ -	
13.	Safety end treatment	EA	\$ 500.00	\$ -	
14.	4"x5' wide concrete sidewalks	SF	\$ 1.85	\$ -	
15.	Lot grading	LS	\$5,000.00	\$ -	
16.	Type III Barricades	EA	\$ 600.00	\$ -	
<b>Total Paving Improvements:</b>				\$ -	
<b>MISCELLANEOUS IMPROVEMENTS:</b>					
1.	Performance & Payment Bonds	LS	\$1,500.00	\$ -	
2.	Demolition & disposal of brush, buildings & irrigation structures	LS	\$5,000.00	\$ -	
<b>Total Miscellaneous Improvements:</b>				\$ -	
<b>TOTAL PAVING IMPROVEMENTS:</b>				\$ -	
<b>SUB-TOTAL IMPROVEMENTS:</b>				\$ -	
<b>OTHER IMPROVEMENTS &amp; FEES:</b>					
1.	Street lights	EA	\$ 500.00	\$ -	
2.	City inspection fee	2 %	\$ -	\$ -	
3.	Street intersection signs	EA	\$ 250.00	\$ -	
4.	Fire hydrant markers	EA	\$ 15.00	\$ -	
5.	Engineering:				
	plat development	LS	\$6,000.00	\$ -	
	design & construction staking	8 %	\$ -	\$ -	
	lot staking	EA	\$ 25.00	\$ -	
6.	Park fees	DWELL	\$ 250.00	\$ -	
7.	Filing fees & Exclusions	LS	\$1,500.00	\$ -	
8.	Reimbursements & Escrows:*				
	a. Water				
	b. Sewer				
	c. Drainage				
	d. Paving				
	e. Sidewalk				
	f. Buyout				
9.	Contingency	5 %	\$ -	\$ -	

Tab

10.	Feasibility study	LS	\$ 500.00	\$ -
11.	ESA	LS	\$1,800.00	\$ -
12.	Subgrade & caliche compaction test cores on caliche & asphalt	LS	\$2,500.00	\$ -
Total Other Improvements & Fees:				\$ -
<b>TOTAL ALL IMPROVEMENTS:</b>				\$ -
f:\forms\Quantity revised				
*Does not include reimbursements, if any.				
Acres for Phase _____ : Cost per acre			#VALUE!	
Lots for Phase _____ : Cost per lot			#VALUE!	
Estimated by: _____				
Checked by: _____			Based on quantity dated _____	

The image shows a large rectangular area filled with a grid of horizontal and vertical lines. The grid is composed of approximately 30 horizontal rows and 10 vertical columns, creating a series of small, empty rectangular cells. This layout is typical of a ledger or a data table. The lines are thin and black, and the overall appearance is that of a blank sheet of graph paper or a pre-printed form.

<b>(Enter total L.F. of street in the 18" curb cell)</b>					
<b>Make sure to make changes in cells w/red clip TXDOT UNITS</b>					
<u>Item</u>	<u>Sq. Ft.</u>	<u>Total</u>	<u>Unit</u>	<u>Total</u>	<u>Unit</u>
Excavation	443,900	49,322	S.Y.		
Caliche	443,900	49,322	S.Y.	16,441	C.Y.
Lime	443,900	818	Tons		

H.M.A.C.	386,000	42,889	S.Y.	4,718	Tons
18" Curb	9,650	19,300	L.F.		

TOTAL AFTER 5.0% ADDED

Excavation	51,788	SY
Caliche	51,788	SY
Lime	859	TON
H.M.A.C.	45,033	SY
18" Curb	20,265	LF

AI-39012

11. B.

CC CONSENT

Meeting Date: 06/04/2013

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Discussion, consideration and approval to process the City of Mission 2012 TIRZ payment, in the amount of \$1,838,694.17, pursuant to the interlocal agreement between the City of Mission, Hidalgo County, and the Reinvestment Zone No. 1, City of Mission.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-311-11-000-000-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact.

Attachments

tirz

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 04:08 PM
Olga Garza	Olga Garza	05/31/2013 04:28 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Maria Medina		Started On: 05/30/2013 10:21 AM
	Final Approval Date: 05/31/2013	

THE STATE OF TEXAS  
COUNTY OF HIDALGO

AGREEMENT

I. PARTIES

(439)  
5808650

A. Address

THIS AGREEMENT ("Agreement") is made by and between the CITY OF MISSION, TEXAS ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in the County of Hidalgo, acting by and through its governing body, the City Council; HIDALGO COUNTY ("County"), located at 100 E. Cano, Edinburg Texas 78539; and the REINVESTMENT ZONE NUMBER ONE, CITY OF MISSION, TEXAS (the "Reinvestment Zone"), a reinvestment zone created by the City of Mission pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors. This Agreement is made pursuant to Section 311.013 of the Texas Tax Code, which Section permits a taxing unit to enter into agreements to pay into the tax increment fund any of its tax increment produced from property located in a reinvestment zone.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other parties, are as follows:

<u>City</u>	<u>County</u>	<u>The Reinvestment Zone</u>
City Manager or Designee City of Mission, Texas 900 Doherty Mission, Texas 78752	Hidalgo County Attention County Judge 100 E. Cano, 2 <sup>nd</sup> Floor Edinburg, Texas 78539	Reinvestment Zone Number One, City of Mission, Texas Attention: Chairman c/o Mission Economic Development Authority PO Box 968 Mission, Texas 78573-0968

201  
E. 8th Street  
Mission TX 79701

X6

B. Index

The City, the County and the Reinvestment Zone hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

<u>Section/Description</u>	<u>Page</u>
I. PARTIES	1
II. DEFINITIONS	5
III. BACKGROUND	6
IV. OBLIGATIONS OF THE COUNTY	6
V. OBLIGATIONS OF CITY AND THE REINVESTMENT ZONE	8
VI. TERM AND TERMINATION	8
VII. MISCELLANEOUS	8

Exhibit "A" - City of Mission Ordinance No. 2683

Exhibit "B" - City of Mission Resolution No. 1022

C. Parts Incorporated

All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

IN WITNESS WHEREOF, the City, the County and the Reinvestment Zone have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF MISSION, TEXAS,  
a home rule municipality

HIDALGO COUNTY

[Signature] 4/8/02  
City Mayor Date

[Signature]  
County Judge Date

ATTEST:

[Signature] 3/19/02  
Commissioner Date

[Signature] 4-9-02  
City Secretary Date

[Signature] 3/19/02  
Commissioner Date

(SEAL)

COUNTERSIGNED:

[Signature] 3-26-2002  
Commissioner Date

[Signature] 4/8/02  
City Manager Date

[Signature]  
Commissioner Date

APPROVED AS TO FORM:

[Signature] 4/8/02  
City Attorney Date

APPROVED AS TO FORM:

[Signature]  
By: [Signature] 3-26-02  
Attorney Date

X6-B

REINVESTMENT ZONE NUMBER ONE.  
CITY OF MISSION, TEXAS

By: [Signature]  
Title: Chairman, Board of Directors, Date

ATTEST/SEAL:

By: [Signature]  
Title: Secretary, Board of Directors, Date

[The remainder of this page is intentionally left blank.]

XG-C

## II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below.

"Administrative Costs" means the costs of organizing the Reinvestment Zone, the costs of operating the Reinvestment Zone and the imputed administrative costs associated with the Reinvestment Zone incurred by the City in connection with the implementation of the project plan.

"Agreement" means this agreement between the City, the County and the Reinvestment Zone.

"Agreement Term" is defined in Section VI.

"Captured Appraised Value" means the captured appraised value of the Reinvestment Zone as defined by Chapter 311, Texas Tax Code.

"City" is defined in Section I of this Agreement and includes its successors and assigns.

"Countersignature Date" means that date shown as the date countersigned by the City Manager on the signature page of this Agreement.

The "County" is defined in Section I of this Agreement and includes its successors and assigns.

The "County Tax Increment Participation" means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Reinvestment Zone pursuant to Subsections A and B of Section IV of this Agreement.

"Project Plan" means the project plan and reinvestment zone financing plan for the Reinvestment Zone adopted by the board of directors of the Reinvestment Zone and approved by the City Council of the City.

"Reinvestment Zone" means Reinvestment Zone Number One, City of Mission, Texas created by the City on September 24, 2001, by Ordinance No. 2683, attached as Exhibit A" and as enlarged by the City on December 10, 2001, by Resolution No. 1022, attached as Exhibit "B" and includes its successors and assigns.

"Tax Increment Fund" means the tax increment fund created by the City in the City Treasury for the Reinvestment Zone.

Otherwise, the terms used herein shall have the meanings ascribed to them in Chapter 311, Texas Tax Code, as applicable.

### III. BACKGROUND

The City created and enlarged the Reinvestment Zone by Ordinance No. 2683, adopted September 24, 2001 and by Resolution No. 1022, adopted December 10, 2001, for the purposes of development and redevelopment in the area of the Reinvestment Zone. The City will deposit tax increments produced in the Reinvestment Zone in the Tax Increment Fund. The County desires to participate in the Reinvestment Zone in consideration for the agreements set forth below.

The County received written notice from the City of the City's intent to establish the Reinvestment Zone. Such notice was not received more than sixty (60) days before the public hearing on the creation of the Reinvestment Zone, however, the County has agreed to waive this requirement as provided for in 311.003(e) of the Texas Tax Code.

### IV. OBLIGATIONS OF THE COUNTY

#### A. Tax Increment Participation by the County

For and in consideration of the agreements of the parties set forth herein, and subject to the remaining subsections of this section, the County agrees to participate in the Reinvestment Zone by contributing the below listed amounts of the tax increment produced in the Reinvestment Zone attributable to the County to the Tax Increment Fund during the term of this Agreement (the "County Tax Increment Participation").

The amount in the years 2002 through 2030 is the amount of taxes collected by the County in each of such years at a County tax rate of \$0.5095100 per \$100 valuation on the Captured Appraised Value. If the County tax rate is less than \$0.5095 during such period, then the County Tax Increment Participation is the total amount of taxes collected by the County at the actual tax rate of the County on

the Captured Appraised Value. Taxes collected during such period by result of a County tax levy at a tax rate greater than \$0.5095 shall be retained by the County.

The County's Tax Increment Participation and obligation to participate in the Reinvestment Zone shall be restricted to its tax increment collected on the Captured Appraised Value in the Reinvestment Zone in the amount shown above. The County shall not be obligated to pay its County Tax Increment Participation from other County taxes or revenues or until the County Tax Increment Participation in the Reinvestment Zone is actually collected. The obligation to pay the County Tax Increment Participation shall accrue as taxes representing the County tax increment are collected and payment shall be due on the first day of each calendar quarter.

As provided for in '311.013(d), the County is not required to pay a tax increment into the tax increment fund of the Reinvestment Zone after September 24, 2004 unless the following conditions exist or have been met prior to September 24, 2004:

- (1) bonds have been issued for the Reinvestment Zone under '311.015 of the Texas Tax Code;
- (2) the City has acquired property in the Reinvestment Zone pursuant to the project plan; or
- (3) construction of improvements pursuant to the project plan has begun in the Reinvestment Zone.

**B. Expansion of the Investment Zone**

The obligation of the County to participate in the Reinvestment Zone is limited to the area described in Exhibit "A" and Exhibit "B" attached hereto. The County's participation shall not extend to the tax increment on any additional property added to the Reinvestment Zone by the City unless the County approves the participation.

**C. Board of Directors**

The County has the right to appoint one (1) member on the Reinvestment Zone Board of

Directors:

## V. OBLIGATIONS OF CITY AND THE REINVESTMENT ZONE

A copy of the Reinvestment Zone Project Plan and any amendments thereto shall be provided to the County before any such plan is finally approved by the Reinvestment Zone.

## VI. TERM AND TERMINATION

### A. Agreement Term

This Agreement shall become effective as of the date of the final signature hereto, and shall remain in effect until December 31, 2030. The first payment of the County Tax Increment Participation shall be for those taxes levied by the County in the year 2002 and the last payment by the County under this Agreement is for those taxes levied by the County in the year 2030.

### B. Early Termination

The City shall not adopt an ordinance terminating the Reinvestment Zone earlier than the duration of the Zone established in Ordinance No. 2683, without the prior consent of the County, provided that the Reinvestment Zone may otherwise terminate by operation of law.

### C. Disposition of Tax Increments

Upon termination of the Reinvestment Zone, if all public improvements in the Project Plan have been constructed and financed and if all Reinvestment Zone debt is paid in full, the City and the Reinvestment Zone shall pay to the County all monies remaining in the Tax Increment Fund that are attributable to the County Tax Increment Participation.

## VII. MISCELLANEOUS

### A. Severability

X10-C

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the County, the City or the Reinvestment Zone in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on the County's contributions or participation, then this Agreement shall be void as to the County and the County shall have no liability for any incremental or other payments as may otherwise be provided for in this Agreement.

**B. Entire Agreement**

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

**C. Written Amendment**

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

**D. Notices**

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed in Section I of this Agreement or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

**E. Non-Waiver**

XG-H

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

**F. Assignment**

No party shall assign this Agreement at law or otherwise without the prior written consent of the other parties.

No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

**G. Successors**

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City or of any trustee, officer, agent or employee of the County.

**H. No Waiver of Immunity**

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

X<sub>6</sub>-I

AI-38973

12. A.

CC CONSENT

Meeting Date: 06/04/2013

Submitted By: Flora Vazquez, HEALTH  
BENEFITS

Department: HEALTH BENEFITS

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Information

CAPTION

Self-Insured (2202):

Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of May 1-15, 2013, in the amount of \$ 63,391.21 and requesting approval of wire transfer.

BACKGROUND

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Attachments

Invoice

By Org

claim

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:07 AM
Olga Garza	Olga Garza	05/31/2013 02:14 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Flora Vazquez		Started On: 05/29/2013 09:35 AM
	Final Approval Date: 05/31/2013	

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

May 16, 2013

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

L HIDAL.WC1  
Invoice Number: 91594

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Loss Replenishment

Re: Workers Compensation

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Tristar Risk Management hereby certifies that the attached billings for Losses Paid 63,391.21  
5/1-5/15/13 (Check#513780-513979) are in accordance with our contract with Hidalgo County  
Exhibit A, dated July 1st

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**TOTAL CURRENT CHARGES** \$ 63,391.21

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**Previous Balance Due** \$ 95,228.29

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Payments and Credits

05/02/13 Payment received - thank you 54,616.99CR  
05/16/13 Payment received - thank you 40,611.30CR

**Total Payments and Credits** \$ 95,228.29CR

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**Total Balance Due** \$ 63,391.21

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Due Upon Receipt

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

### Custom Payment Total

Hidalgo County WC losses paid 5/1-5/15/13

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
<b>Alternate Organization 1 : Headstart</b>										
<b>Alternate Organization 1 Total:</b>									70	6,445.35
<b>Alternate Organization 1 : Hidalgo County</b>										
<b>Alternate Organization 1 Total:</b>									338	56,945.86
<b>Grand Total:</b>									408	63,391.21

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

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)  
 TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying  
 account in the amount of \$ 63,391.21

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

Losses Paid for Period: 05/01-15/2013

(Check# 513780-513979)

1). Hidalgo County	\$	<u>56,945.86</u>
2). Hidalgo County Headstart Program	\$	<u>6,445.35</u>
3). Community Service Agency		<u>                    </u>
4). Drainage District #1	\$	<u>                    -</u>
	\$	<u><u>63,391.21</u></u>

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this  
 payment on the Commissioner's Court Agenda of June 4, 2013

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: \$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank  
 (estimate) \$ 86,608.79

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

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

*M. Lora Vazquez*  
 Employee Benefits Director

5-29-13  
 Date

*[Signature]*  
 Budget Officer

05/29/2013  
 Date

\_\_\_\_\_  
 Commissioner's Court Approval

\_\_\_\_\_  
 Date

AI-38829

13. A.

CC CONSENT

Meeting Date: 06/04/2013

Submitted For: Martha L. Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of the following invoices as submitted by L&G Engineering Laboratory amid Work Authorization #3-PO#682857 under Contract #C-11-289-11-15 for professional construction material testing services for the "Construction Of Constable Precinct One Building" project with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed for said following invoices:

Invoice #13-2-000019-\$4,942.25

Invoice #13-3-000020-\$1,271.33

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1336-421-00-220-042-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 682857 available balance as of 5-31-13 \$22,785.06

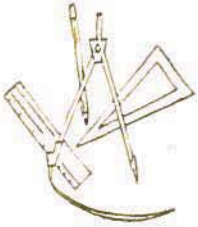
Attachments

Invoice #13-2-000019

Invoice #13-3-000020

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/23/2013 10:31 AM
Budget & Management	Obdett Calzada	05/23/2013 01:27 PM
Manuel Chapa	Manuel Chapa	05/31/2013 03:35 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Vangie Garcia		Started On: 05/16/2013 05:09 PM
	Final Approval Date: 05/31/2013	



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

May 14, 2013

Mr. Rene Salinas, CM  
G.A.S. Enterprise  
P.O. Box 309  
Elsa, TX 78543

**RE: Constable's Office Bldg. – Hidalgo County. Pct. 1**

Dear Mr. Salinas:

As per our meeting on May 2, 2013 with Hidalgo County Auditors Office, included herein are the two missing original invoices for the above referenced project. As per the Auditor's request, please review, approve and forward to the Facilities Management Department for further processing.

If you have any questions, feel free to contact me at 956-565-0760.

Sincerely,



Ricardo A. Gil  
General Manager

Attachments

CC: Project File

**INVOICE**  
**ROUTING AND SIGNATURE SHEET**

A. General Information

Project Name: Constable's Office Building, Precinct 1

Billed By: L & G Engineering Laboratory

Invoice No. 13-2-000019

Date Submitted: 2/26/13

**GOOD SERVICES RECEIVED BY:**  
Daniel Flores ON 2/26/13  
**INVOICE RECEIVED BY:**  
Shonda Dominy ON 5/16/13



B. Routing Instructions

1. Invoice will be submitted to Construction Manager (CM).
2. CM will review and assign signature and date in Section C.
3. Documents will be forwarded to Purchasing for routing to Facilities Management Department for signature and date.
4. Once all signatures above are processed, Purchasing will submit a completed copy to CM

C. Signatures

 REVIEWED/CONFIRMED/APPROVED 2/26/13  
Construction Manager Date

 5/14/13  
Acknowledge Receipt – Purchasing Dept. Date

 5/16/13  
Facilities Management Dept. Date



# L&G Engineering Laboratory

## Construction Material Testing Geotechnical Engineering

# INVOICE

Invoice Date: 02/26/2013  
Invoice No: 13-2-000019

2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

Client Address: Hidalgo County Pct. #1 (Gen.)

1902 Joe Stephens Drive  
Weslaco, TX. 78596

Account No.: L155

Project No: L1551201

Project Desc.: Constable's Office Bldg.- Hidalgo Cnty Pct. 1

Due Date: UPON RECEIPT

Budget/Remaining: \$30,405.38 / \$16,092.23

PO: 682857

===== Invoice Summary by Billing Code =====

	<u>Unit Rate</u>	<u>Qty</u>	<u>Extension</u>
920:92033 - Air Content (Pressure Method)	\$22.82	6.00	\$136.92
920:92034 - Comp. Strength of Cyl. Specimen	\$15.22	8.00	\$121.76
920:92036 - Grout Compressive Strength	\$31.78	8.00	\$254.24
920:92041 - Mortar Cube Compressive Strength	\$31.06	5.00	\$155.30
940:94047 - Eng. Tech. (Concrete / Lab)	\$58.41	4.00	\$233.66
940:94050 - Eng. Tech. (Concrete)	\$58.41	30.25	\$1,766.91
940:94054 - Engineering Specialist	\$114.30	5.75	\$657.34
940:94055 - Engineer / P.E.	\$152.47	5.50	\$838.64
940:94056 - Eng. Spec. (Insp.)	\$114.30	2.00	\$228.60
950:95058 - Vehicle Trip Charge	\$0.50	60.00	\$30.00
950:95061 - Test Report	\$22.56	23.00	\$518.88
<b>Total for this Invoice:</b>			<b>\$4,942.25</b>

===== Invoice Detail by Report =====

<u>Report No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Code</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
R025-28	12/28/2012	2.00	920:92034 - Comp. Strength of Cyl. Specimen	Each	\$15.22	\$30.44
R025-28	12/28/2012	0.50	940:94047 - Eng. Tech. (Concrete / Lab)	Each	\$58.41	\$29.21
R025-28	12/28/2012	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R025-28	12/28/2012	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R025-28	12/28/2012	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R025-28 for a Subtotal of:						\$148.91

REMIT TO:2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

Net 30 Days

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH  
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

## Construction Material Testing Geotechnical Engineering

2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

===== Invoice Detail by Report =====

<u>Report No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Code</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
R026-28	12/28/2012	2.00	920:92034 - Comp. Strength of Cyl. Specimen	Each	\$15.22	\$30.44
R026-28	12/28/2012	0.50	940:94047 - Eng. Tech. (Concrete / Lab)	Each	\$58.41	\$29.21
R026-28	12/28/2012	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R026-28	12/28/2012	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R026-28	12/28/2012	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R026-28 for a Subtotal of:						\$148.91
R027-28	12/28/2012	2.00	920:92034 - Comp. Strength of Cyl. Specimen	Each	\$15.22	\$30.44
R027-28	12/28/2012	0.50	940:94047 - Eng. Tech. (Concrete / Lab)	Each	\$58.41	\$29.21
R027-28	12/28/2012	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R027-28	12/28/2012	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R027-28	12/28/2012	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R027-28 for a Subtotal of:						\$148.91
R028-28	12/28/2012	2.00	920:92034 - Comp. Strength of Cyl. Specimen	Each	\$15.22	\$30.44
R028-28	12/28/2012	0.50	940:94047 - Eng. Tech. (Concrete / Lab)	Each	\$58.41	\$29.21
R028-28	12/28/2012	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R028-28	12/28/2012	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R028-28	12/28/2012	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R028-28 for a Subtotal of:						\$148.91
R029	01/22/2013	2.50	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$146.03
R029	01/22/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R029	01/22/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R029	01/22/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R029 for a Subtotal of:						\$235.29
R030	01/22/2013	1.00	920:92033 - Air Content (Pressure Method)	Each	\$22.82	\$22.82
R030	01/22/2013	4.00	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$233.64
R030	01/22/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58

REMIT TO: 2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

Net 30 Days

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH  
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

## Construction Material Testing Geotechnical Engineering

2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

===== Invoice Detail by Report =====

<u>Report No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Code</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
R030	01/22/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R030	01/22/2013	10.00	950:95058 - Vehicle Trip Charge	Each	\$0.50	\$5.00
R030	01/22/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R030 for a Subtotal of:						\$350.72
R031	01/25/2013	1.00	920:92033 - Air Content (Pressure Method)	Each	\$22.82	\$22.82
R031	01/25/2013	4.00	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$233.64
R031	01/25/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R031	01/25/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R031	01/25/2013	10.00	950:95058 - Vehicle Trip Charge	Each	\$0.50	\$5.00
R031	01/25/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R031 for a Subtotal of:						\$350.72
R032-28	01/22/2013	3.00	920:92041 - Mortar Cube Compressive Strength	Each	\$31.06	\$93.18
R032-28	01/22/2013	0.75	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$43.81
R032-28	01/22/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R032-28	01/22/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R032-28	01/22/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R032-28 for a Subtotal of:						\$226.25
R033-28	01/29/2013	3.00	920:92036 - Grout Compressive Strength	Each	\$31.78	\$95.34
R033-28	01/29/2013	0.50	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$29.21
R033-28	01/29/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R033-28	01/29/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R033-28	01/29/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R033-28 for a Subtotal of:						\$213.81
R034	01/30/2013	1.50	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$87.62
R034	01/30/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R034	01/30/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12

REMIT TO: 2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

Net 30 Days

# L&G Engineering Laboratory

## Construction Material Testing Geotechnical Engineering

# INVOICE

Invoice Date: 02/26/2013

Invoice No: 13-2-000019

Page 4 of 7

2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

===== Invoice Detail by Report =====

<u>Report No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Code</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
R034	01/30/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R034 for a Subtotal of:						\$176.88
R035	01/30/2013	1.00	920:92033 - Air Content (Pressure Method)	Each	\$22.82	\$22.82
R035	01/30/2013	3.00	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$175.23
R035	01/30/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R035	01/30/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R035	01/30/2013	10.00	950:95058 - Vehicle Trip Charge	Each	\$0.50	\$5.00
R035	01/30/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R035 for a Subtotal of:						\$292.31
R036	01/25/2013	1.00	920:92036 - Grout Compressive Strength	Each	\$31.78	\$31.78
R036	01/25/2013	0.25	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$14.60
R036	01/25/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R036	01/25/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R036	01/25/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R036 for a Subtotal of:						\$135.64
R037	02/01/2013	1.00	920:92033 - Air Content (Pressure Method)	Each	\$22.82	\$22.82
R037	02/01/2013	4.00	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$233.64
R037	02/01/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R037	02/01/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R037	02/01/2013	10.00	950:95058 - Vehicle Trip Charge	Each	\$0.50	\$5.00
R037	02/01/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R037 for a Subtotal of:						\$350.72
R038	01/30/2013	1.00	920:92041 - Mortar Cube Compressive Strength	Each	\$31.06	\$31.06
R038	01/30/2013	0.25	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$14.60
R038	01/30/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R038	01/30/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12

REMIT TO: 2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

Net 30 Days

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH  
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

## Construction Material Testing Geotechnical Engineering

2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

===== Invoice Detail by Report =====

<u>Report No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Code</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
R038	01/30/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
<i>Report Number R038 for a Subtotal of:</i>						\$134.92
R039	01/30/2013	1.00	920:92036 - Grout Compressive Strength	Each	\$31.78	\$31.78
R039	01/30/2013	0.25	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$14.60
R039	01/30/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R039	01/30/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R039	01/30/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
<i>Report Number R039 for a Subtotal of:</i>						\$135.64
R040	02/06/2013	1.00	920:92033 - Air Content (Pressure Method)	Each	\$22.82	\$22.82
R040	02/06/2013	4.00	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$233.64
R040	02/06/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R040	02/06/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R040	02/06/2013	10.00	950:95058 - Vehicle Trip Charge	Each	\$0.50	\$5.00
R040	02/06/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
<i>Report Number R040 for a Subtotal of:</i>						\$350.72
R041	02/01/2013	1.00	920:92036 - Grout Compressive Strength	Each	\$31.78	\$31.78
R041	02/01/2013	0.50	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$29.21
R041	02/01/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R041	02/01/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R041	02/01/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
<i>Report Number R041 for a Subtotal of:</i>						\$150.25
R042	02/08/2013	1.00	920:92033 - Air Content (Pressure Method)	Each	\$22.82	\$22.82
R042	02/08/2013	4.00	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$233.64
R042	02/08/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R042	02/08/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R042	02/08/2013	10.00	950:95058 - Vehicle Trip Charge	Each	\$0.50	\$5.00

REMIT TO: 2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

Net 30 Days

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH  
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

## Construction Material Testing Geotechnical Engineering

2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

===== Invoice Detail by Report =====

<u>Report No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Code</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
R042	02/08/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
<i>Report Number R042 for a Subtotal of:</i>						\$350.72
R043	02/06/2013	2.00	940:94047 - Eng. Tech. (Concrete / Lab)	Each	\$58.41	\$116.82
R043	02/06/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R043	02/06/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R043	02/06/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
<i>Report Number R043 for a Subtotal of:</i>						\$206.08
R044	02/06/2013	1.00	920:92041 - Mortar Cube Compressive Strength	Each	\$31.06	\$31.06
R044	02/06/2013	0.25	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$14.60
R044	02/06/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R044	02/06/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R044	02/06/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
<i>Report Number R044 for a Subtotal of:</i>						\$134.92
R045	02/06/2013	1.00	920:92036 - Grout Compressive Strength	Each	\$31.78	\$31.78
R045	02/06/2013	0.25	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$14.60
R045	02/06/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R045	02/06/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R045	02/06/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
<i>Report Number R045 for a Subtotal of:</i>						\$135.64
R046	02/08/2013	1.00	920:92036 - Grout Compressive Strength	Each	\$31.78	\$31.78
R046	02/08/2013	0.25	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$14.60
R046	02/08/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R046	02/08/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R046	02/08/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
<i>Report Number R046 for a Subtotal of:</i>						\$135.64
R048	02/15/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R048	02/15/2013	2.00	940:94056 - Eng. Spec. (Insp.)	Hour	\$114.30	\$228.60

REMIT TO: 2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

Net 30 Days

# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

## INVOICE

Invoice Date: 02/26/2013  
Invoice No: 13-2-000019

Page 7 of 7

2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

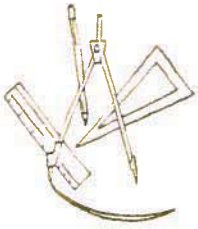
===== Invoice Detail by Report =====

<u>Report No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Code</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
R048	02/15/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
<i>Report Number R048 for a Subtotal of:</i>						\$279.74
<b>Total for this Invoice:</b>						<b>\$4,942.25</b>

REMIT TO:2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

Net 30 Days

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH  
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

February 26, 2013

Mr. Rene Salinas, CM  
G.A.S. Enterprise  
P.O. Box 309  
Elsa, TX 78543

**RE: Constable's Office Bldg. – Hidalgo County. Pct. 1**

Dear Mr. Salinas:

Included for your use with this letter are test reports **R025-28** thru **R048** for **Construction Material Testing** performed on the above referenced project.

L&G Engineering Laboratory appreciates the opportunity to serve your material testing needs on this project and we look forward to working with you in the future.

If you have any questions, feel free to contact me at 956-565-0760.

Sincerely,

Ricardo A. Gil  
General Manager

Attachments

CC: Allsite Construction, Mr. Mel Ortiz



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83  
900 S. Stewart Rd. Ste. 6  
3388 US Hwy 277

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 583-7117  
Carrizo Springs, TX (888) 565-9813

## CONCRETE COMPRESSION TEST REPORT

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R025-28  
Sample Date: 12/28/2012  
Date Reported: 01/25/2013

Client PO: 682857

Page 1 of 1

Placement Location: 10ft N x 10ft E of SW Corner Pad  
 Mix ID: 3038-N Supplier: Magic Valley Concrete  
 Specified Strength: 3,000 P.S.I. @ 28 days  
 Specified Slump: 5 Slump: 5.0"  
 Specified Air Content: N/A Air Content: 2.7%  
 Weather Conditions: Calm & Fresh Air Temp.: 61°f  
 Time Batched: 3:15 am Time Sampled: 4:27 am Concrete Temp.: 60°f  
 Plant Ticket No: 245011 Truck No: 0053 CY: 20  
 Water: 0 gal.

### Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Break Type	Comp. Strength (psi)	Average Strength (psi)	% of Design
1	A	01/04/2013	7	70,620	Type 5	2,500		83.33%
	B	01/04/2013	7	75,255	Type 3	2,660	2,580	88.67%
	C	01/25/2013	28	93,060	Type 3	3,290		109.67%
	D	01/25/2013	28	95,880	Type 3	3,390	3,340	113.00%



### Remarks/Comments:

6 x 12 in. Cylinders

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



**CONCRETE COMPRESSION  
TEST REPORT**

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R026-28  
Sample Date: 12/28/2012  
Date Reported: 01/25/2013

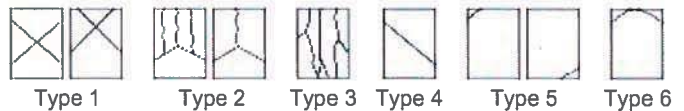
Client PO: 682857

Page 1 of 1

Placement Location: 25ft N x 20ft e of SW Corner Pad  
Mix ID: 3038-N Supplier: Magic Valley Concrete  
Specified Strength: 3,000 P.S.I. @ 28 days  
Specified Slump: 5 Slump: 4.75"  
Specified Air Content: N/A Air Content: 2.1%  
Weather Conditions: Calm & Fresh Air Temp.: 61°f  
Time Batched: 3:43 am Time Sampled: 4:50 am Concrete Temp.: 61°f  
Plant Ticket No: 245015 Truck No: 0049 CY: 80  
Water: 0 gal.

**Compressive Strength Data**

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Break Type	Comp. Strength (psi)	Average Strength (psi)	% of Design
2	A	01/04/2013	7	63,790	Type 3	2,260		75.33%
	B	01/04/2013	7	64,780	Type 3	2,290	2,270	76.33%
	C	01/25/2013	28	92,915	Type 5	3,290		109.67%
	D	01/25/2013	28	85,285	Type 3	3,020	3,150	100.67%



**Remarks/Comments:**

6 x 12 in. Cylinders

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83  
900 S. Stewart Rd. Ste. 6  
3388 US Hwy 277

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 583-7117  
Carrizo Springs, TX (888) 565-9813

## CONCRETE COMPRESSION TEST REPORT

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R027-28  
Sample Date: 12/28/2012  
Date Reported: 01/25/2013

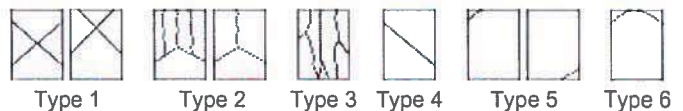
Client PO: 682857

Page 1 of 1

Placement Location: 35ft N x 30ft w of SE Corner Pad  
 Mix ID: 3038-N Supplier: Magic Valley Concrete  
 Specified Strength: 3,000 P.S.I. @ 28 days  
 Specified Slump: 5 Slump: 4.0"  
 Specified Air Content: N/A Air Content: 1.8%  
 Weather Conditions: Clear & Fresh Air Temp.: 60°f  
 Time Batched: 5:48 am Time Sampled: 6:40 am Concrete Temp.: 58°f  
 Plant Ticket No: 237468 Truck No: 0741 CY: 120  
 Water: 0 gal.

### Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Break Type	Comp. Strength (psi)	Average Strength (psi)	% of Design
3	A	01/04/2013	7	88,750	Type 3	3,140		104.67%
	B	01/04/2013	7	86,205	Type 5	3,050	3,090	101.67%
	C	01/25/2013	28	111,745	Type 5	3,950		131.67%
	D	01/25/2013	28	127,730	Type 3	4,520	4,230	150.67%



### Remarks/Comments:

6 x 12 in. Cylinders

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83  
900 S. Stewart Rd. Ste. 6  
3388 US Hwy 277

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 583-7117  
Carrizo Springs, TX (888) 565-9813

## CONCRETE COMPRESSION TEST REPORT

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R028-28  
Sample Date: 12/28/2012  
Date Reported: 01/25/2013

Client PO: 682857

Page 1 of 1

Placement Location: 5ft N x 5ft W of SE Corner Pad  
 Mix ID: 3038-N Supplier: Magic Valley Concrete  
 Specified Strength: 3,000 P.S.I. @ 28 days  
 Specified Slump: 5 Slump: 3.75"  
 Specified Air Content: N/A Air Content: 2.4%  
 Weather Conditions: Fresh & Calm Air Temp.: 61°F  
 Time Batched: 7:29 am Time Sampled: 8:20 am Concrete Temp.: 57°F  
 Plant Ticket No: 237472 Truck No: 0741 CY: 166  
 Water: 0 gal.

### Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Break Type	Comp. Strength (psi)	Average Strength (psi)	% of Design
4	A	01/04/2013	7	92,780	Type 3	3,280		109.33%
	B	01/04/2013	7	98,685	Type 2	3,490	3,390	116.33%
	C	01/25/2013	28	120,205	Type 3	4,250		141.67%
	D	01/25/2013	28	125,375	Type 3	4,430	4,340	147.67%



### Remarks/Comments:

6 x 12 in. Cylinders

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



**MORTAR SITE VISIT  
TEST REPORT**

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R029  
Sample Date: 01/22/2013  
Date Reported: 01/22/2013

Client PO: 682857

Page 1 of 1

On January 22, 2012, a representative of L&G Engineering Laboratory was dispatched to Constable's Office to perform inspection on the placement of Mortar on Bldg. Walls.

Specimen Number 1 was obtained and tested at 11:00 AM, and the following were determined:

**Concrete Temperature:** 68°f

**Ambient Temperature:** 73°f

From Specimen Number 1, a total of 3 test specimens were cast for Compressive Strength Testing at intervals of 7 and 28 days.

On January 23, 2012, a representative of L&G Engineering Laboratory was dispatched to the referenced project to collect the specimens cast on the placement of Mortar on Bldg. Walls. The specimens were delivered to the laboratory where they were stripped, labeled, and placed in a curing tank for testing at intervals of 7 and 28 days.

Test Methods (If Applicable): ASTM C-231, ASTM C-143, ASTM C-1064, ASTM C-31, ASTM C-172

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

Rick Gil

---

From: Rene Salinas [gas107@aol.com]  
Sent: Tuesday, January 22, 2013 9:11 AM  
To: Rick Gil  
Subject: Constable's Office Precinct No. 1

R029

As per our conversation earlier, please have an inspector on site to conduct the mortar and block fill testing at 11:00 AM today.

Thank You

Rene Salinas, President  
G.A.S. Enterprises, Inc.  
PO Box 309, Elsa, Texas 78543  
(956) 262-7106 Fax: (956) 262-7107  
Cellular: (956) 239-3592



**GROUT SITE VISIT  
TEST REPORT**

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R030  
Sample Date: 01/22/2013  
Date Reported: 01/22/2013

Client PO: 682857

Page 1 of 1

On January 22, 2013, a representative of L&G Engineering Laboratory was dispatched to Constable's Office to perform inspection on the placement of Grout on Bldg. Walls.

Specimen Number 1 was obtained and tested at 11:35 AM, and the following were determined:

<b>Concrete Temp:</b> <u>64°f</u>	<u>N/A</u> Specification	<b>Entrapped/Entrained Air Content:</b> <u>4.2%</u>	<u>N/A</u> Specification
<b>Ambient Temp:</b> <u>74°f</u>	<u>N/A</u> Specification	<b>Slump:</b> <u>9 1/2 inches</u>	<u>N/A</u> Specification

From Specimen Number 1, a total of 4 test specimens were cast for Compressive Strength Testing at intervals of 7 and 28 days.

On January 23, 2013, a representative of L&G Engineering Laboratory was dispatched to the referenced project to collect the test specimens cast on the placement of Grout on Bldg. Walls. The specimens were delivered to the laboratory where they were stripped, labeled, and placed in a curing tank for testing at intervals of 7 and 28 days.

Test Methods (If Applicable): ASTM C-231, ASTM C-143, ASTM C-1064, ASTM C-31, ASTM C-172

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

Rick Gil

From: Rene Salinas [gas107@aol.com]  
Sent: Tuesday, January 22, 2013 9:11 AM  
To: Rick Gil  
Subject: Constable's Office Precinct No. 1

RD 30

As per our conversation earlier, please have an inspector on site to conduct the mortar and block fill testing at 11:00 AM today.

Thank You

Rene Salinas, President  
G.A.S. Enterprises, Inc.  
PO Box 309, Elsa, Texas 78543  
(956) 262-7106 Fax: (956) 262-7107  
Cellular: (956) 239-3592



**GROUT SITE VISIT  
 TEST REPORT**

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
 Client: Hidalgo County Pct. #1 (Gen.)  
 Contractor: Allsite Construction

L&G Project Number: L1551201  
 L&G Report Number: R031  
 Sample Date: 01/25/2013  
 Date Reported: 01/25/2013

Client PO: 682857

Page 1 of 1

On January 25, 2013, a representative of L&G Engineering Laboratory was dispatched to Constables Office to perform inspection on the placement of Grout on Bldg. Walls (West Wall).

Specimen Number 2 was obtained and tested at 1:35 PM, and the following were determined:

<b>Concrete Temp:</b> <u>84°f</u>	<u>N/A</u> Specification	<b>Entrapped/Entrained Air Content:</b> <u>1.4%</u>	<u>N/A</u> Specification
<b>Ambient Temp:</b> <u>82°f</u>	<u>N/A</u> Specification	<b>Slump:</b> <u>9 1/2 inches</u>	<u>N/A</u> Specification

From Specimen Number 2, a total of 4 test specimens were cast for Compressive Strength Testing at intervals of 7 and 28 days.

On January 26, 2013, a representative of L&G Engineering Laboratory was dispatched to the referenced project to collect the test specimens cast on the placement of Grout on Bldg. West Wall. The specimens were delivered to the laboratory where they were stripped, labeled, and placed in a curing tank for testing at intervals of 7 and 28 days.

Test Methods (If Applicable): ASTM C-231, ASTM C-143, ASTM C-1064, ASTM C-31, ASTM C-172

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
 (1-cc copy)  
 1-cc Allsite Construction Attn: Mel Ortiz  
 2-cc GAS Enterprises Attn: Rene Salinas, CM  
 1-cc Laboratory

Respectfully Submitted,  
 L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



Rick Gil

---

From: Rene Salinas [gas107@aol.com]  
Sent: Thursday, January 24, 2013 2:56 PM  
To: Rick Gil  
Subject: Constables Office Precinct No 1

RO31

As per our conversation, please have a testing lab tech at the jobsite tomorrow at 1:00 for block fill testing.

Thank You

Rene Salinas, President  
G.A.S. Enterprises, Inc.  
PO Box 309, Elsa, Texas 78543  
(956) 262-7106 Fax: (956) 262-7107  
Cellular: (956) 239-3592



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83  
900 S. Stewart Rd. Ste. 6  
3388 US Hwy 277

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 583-7117  
Carrizo Springs, TX (888) 565-9813

## MORTAR COMPRESSIVE STRENGTH TEST REPORT

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R032-28  
Sample Date: 01/22/2013  
Date Reported: 02/19/2013

Client PO: 682857

Page 1 of 1

Placement Location: 8ft N 1 Course up / first door entry from SW Corner of West Wall  
 Mix ID: N/A Supplier: \_\_\_\_\_  
 Specified Strength: 1,500 P.S.I. @ 28 days  
 Specified Slump: N/A Slump: \_\_\_\_\_  
 Specified Air Content: N/A Air Content: NA  
 Weather Conditions: Clear & Fresh Air Temp.: 73°f  
 Time Batched: 10:35 am Time Sampled: 10:40 am Concrete Temp.: 68°f  
 Plant Ticket No: N/A Truck No: N/A CY: N/A  
 Water: 2 gal.

### Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Comp. Strength (psi)	Average Strength (psi)	% of Design
1	1	01/29/2013	7	12,175	3,044	3,044	202.93%
	2	02/19/2013	28	11,190	2,798		186.53%
	3	02/19/2013	28	11,880	2,970	2,884	198.00%

### Remarks/Comments:

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83  
900 S. Stewart Rd. Ste. 6  
3388 US Hwy 277

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 583-7117  
Carrizo Springs, TX (888) 565-9813

## GROUT COMPRESSIVE STRENGTH TEST REPORT

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R033-28  
Sample Date: 01/29/2013  
Date Reported: 02/19/2013

Client PO: 682857

Page 1 of 1

Placement Location: Bldg. Pad Wall / 12ft N / 8 Course up from SE Corner of East Wall  
 Mix ID: 813060230 Supplier: Alamo Concrete Product  
 Specified Strength: 3,000 P.S.I. @ 28 days  
 Specified Slump: 11 Slump: 9.5"  
 Specified Air Content: N/A Air Content: 4.2%  
 Weather Conditions: Clear & Fresh Air Temp.: 74°f  
 Time Batched: 10:14 am Time Sampled: 11:35 am Concrete Temp.: 64°f  
 Plant Ticket No: 26837 Truck No: 7229 CY: 9  
 Water: 0 gal.

### Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Comp. Strength (psi)	Average Strength (psi)	% of Design
1	1	02/05/2013	7	34,905	3,320	3,320	110.67%
	2	02/26/2013	28	63,920	5,680		189.33%
	3	02/26/2013	28	56,930	5,330	5,500	177.67%

### Remarks/Comments:

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



**MORTAR SITE VISIT  
TEST REPORT**

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R034  
Sample Date: 01/30/2013  
Date Reported: 01/30/2013

Client PO: 682857

Page 1 of 1

On January 30, 2013, a representative of L&G Engineering Laboratory was dispatched to Constable's Office to perform inspection on the placement of Mortar on Bldg. Walls.

Specimen Number 2 was obtained and tested at 12:45 PM, and the following were determined:

**Concrete Temperature:** 65°f

**Ambient Temperature:** 69°f

From Specimen Number 2, a total of 3 test specimens were cast for Compressive Strength Testing at intervals of 7 and 28 days.

On January 31, 2013, a representative of L&G Engineering Laboratory was dispatched to the referenced project to collect the specimens cast on the placement of Mortar on Bldg. Walls. The specimens were delivered to the laboratory where they were stripped, labeled, and placed in a curing tank for testing at intervals of 7 and 28 days.

Test Methods (If Applicable): ASTM C-231, ASTM C-143, ASTM C-1064, ASTM C-31, ASTM C-172

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

Rick Gil

---

From: Rene Salinas [gas107@aol.com]  
Sent: Tuesday, January 29, 2013 2:31 PM  
To: Rick Gil  
Subject: Constable's Office Precinct No. 1

R034

We will need an inspector out tomorrow at the jobsite at 12:00 for block fill inspection.

Please acknowledge receipt of this e-mail.

Thank You

Rene Salinas, President  
G.A.S. Enterprises, Inc.  
PO Box 309, Elsa, Texas 78543  
(956) 262-7106 Fax: (956) 262-7107  
Cellular: (956) 239-3592



**GROUT SITE VISIT  
TEST REPORT**

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R035  
Sample Date: 01/30/2013  
Date Reported: 01/30/2013

Client PO: 682857

Page 1 of 1

On January 30, 2013, a representative of L&G Engineering Laboratory was dispatched to Constable's Office to perform inspection on the placement of Grout on Bldg Walls.

Specimen Number 3 was obtained and tested at 1:15 PM, and the following were determined:

<b>Concrete Temp:</b> <u>70°f</u>	<u>N/A</u> Specification	<b>Entrapped/Entrained Air Content:</b> <u>2%</u>	<u>N/A</u> Specification
<b>Ambient Temp:</b> <u>69°f</u>	<u>N/A</u> Specification	<b>Slump:</b> <u>10 inches</u>	<u>11</u> Specification

From Specimen Number 3, a total of 4 test specimens were cast for Compressive Strength Testing at intervals of 7 and 28 days.

On January 31, 2013, a representative of L&G Engineering Laboratory was dispatched to the referenced project to collect the specimens cast on the placement of Grout on Bldg Walls. The specimens were delivered to the laboratory where they were stripped, labeled, and placed in a curing tank for testing at intervals of 7 and 28 days.

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

Rick Gil

---

From: Rene Salinas [gas107@aol.com]  
Sent: Tuesday, January 29, 2013 2:31 PM  
To: Rick Gil  
Subject: Constable's Office Precinct No. 1

R035

We will need an inspector out tomorrow at the jobsite at 12:00 for block fill inspection.

Please acknowledge receipt of this e-mail.

Thank You

Rene Salinas, President  
G.A.S. Enterprises, Inc.  
PO Box 309, Elsa, Texas 78543  
(956) 262-7106 Fax: (956) 262-7107  
Cellular: (956) 239-3592



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83  
900 S. Stewart Rd. Ste. 6  
3388 US Hwy 277

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 583-7117  
Carrizo Springs, TX (888) 565-9813

## GROUT COMPRESSIVE STRENGTH TEST REPORT

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R036  
Sample Date: 01/25/2013  
Date Reported: 02/01/2013

Client PO: 682857

Page 1 of 1

Placement Location: Bldg. Pad 6ft N, 15 Course up from SW Corner (West Wall)  
 Mix ID: 813060230 Supplier: Alamo Concrete Product  
 Specified Strength: 3,000 P.S.I. @ 28 days  
 Specified Slump: 11 Slump: 9.5"  
 Specified Air Content: N/A Air Content: 1.4%  
 Weather Conditions: Sunny & Windy Air Temp.: 82°f  
 Time Batched: 12:09 pm Time Sampled: 1:35 pm Concrete Temp.: 84°f  
 Plant Ticket No: 6244 Truck No: 7238 CY: 8  
 Water: 0 gal.

### Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Comp. Strength (psi)	Average Strength (psi)	% of Design
2	1	02/01/2013	7	31,270	2,950	2,950	98.33%

### Remarks/Comments:

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

**GROUT SITE VISIT  
TEST REPORT**

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R037  
Sample Date: 02/01/2013  
Date Reported: 02/01/2013

Client PO: 682857

Page 1 of 1

On February 1, 2013, a representative of L&G Engineering Laboratory was dispatched to Constable's Office to perform inspection on the placement of Grout on North & West Perimeter Wall.

Specimen Number 4 was obtained and tested at 1:40 PM, and the following were determined:

<b>Concrete Temp:</b> <u>754°f</u>	<u>N/A</u> Specification	<b>Entrapped/Entrained Air Content:</b> <u>2.7%</u>	<u>N/A</u> Specification
<b>Ambient Temp:</b> <u>81°f</u>	<u>N/A</u> Specification	<b>Slump:</b> <u>4 3/4 inches</u>	<u>N/A</u> Specification

From Specimen Number 4, a total of 4 test specimens were cast for Compressive Strength Testing at intervals of 7 and 28 days.

On February 2, 2013, a representative of L&G Engineering Laboratory was dispatched to the referenced project to collect the specimens cast on the placement of Grout on North & West Perimeter Wall. The specimens were delivered to the laboratory where they were stripped, labeled, and placed in a curing tank for testing at intervals of 7 and 28 days.

Test Methods (If Applicable): ASTM C-231, ASTM C-143, ASTM C-1064, ASTM C-31, ASTM C-172

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory



Ricardo A. Gil, Lab Manager

Rick Gil

---

From: Rene Salinas [gas107@aol.com]  
Sent: Friday, February 01, 2013 10:55 AM  
To: Rick Gil  
Subject: Constables Office Precinct No. 1

2037

Please send an inspector for block fill inspection at the jobsite at 1:00 pm today.

Thank You

Rene Salinas, President  
G.A.S. Enterprises, Inc.  
PO Box 309, Elsa, Texas 78543  
(956) 262-7106 Fax: (956) 262-7107  
Cellular: (956) 239-3592



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83  
900 S. Stewart Rd. Ste. 6  
3388 US Hwy 277

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 583-7117  
Carrizo Springs, TX (888) 565-9813

## MORTAR COMPRESSIVE STRENGTH TEST REPORT

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R038  
Sample Date: 01/30/2013  
Date Reported: 01/30/2013

Client PO: 682857

Page 1 of 1

Placement Location: Electrical Room, West Wall, 16 Course Up  
 Mix ID: N/A Supplier: \_\_\_\_\_  
 Specified Strength: 1,500 P.S.I. @ 28 days  
 Specified Slump: N/A Slump: \_\_\_\_\_  
 Specified Air Content: N/A Air Content: NA  
 Weather Conditions: Cloudy & Windy Air Temp.: 69°f  
 Time Batched: 12:15 pm Time Sampled: 12:20 pm Concrete Temp.: 65°f  
 Plant Ticket No: N/A Truck No: N/A CY: N/A  
 Water: 0 gal.

### Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Comp. Strength (psi)	Average Strength (psi)	% of Design
2	1	02/06/2013	7	12,065	3,016	3,016	201.07%

### Remarks/Comments:

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



**GROUT COMPRESSIVE STRENGTH  
 TEST REPORT**

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
 Client: Hidalgo County Pct. #1 (Gen.)  
 Contractor: Allsite Construction

L&G Project Number: L1551201  
 L&G Report Number: R039  
 Sample Date: 01/30/2013  
 Date Reported: 02/06/2013

Client PO: 682857

Page 1 of 1

Placement Location: Office Room 129, West Wall, 22 Course Up  
 Mix ID: 813060230 Supplier: Alamo Concrete Product  
 Specified Strength: 3,000 P.S.I. @ 28 days  
 Specified Slump: 11 Slump: 10.0"  
 Specified Air Content: N/A Air Content: 2.0%  
 Weather Conditions: Cloudy & Windy Air Temp.: 69°f  
 Time Batched: 10:31 am Time Sampled: 12:45 pm Concrete Temp.: 70°f  
 Plant Ticket No: 26972 Truck No: 7253 CY: 8  
 Water: 0 gal.

**Compressive Strength Data**

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Comp. Strength (psi)	Average Strength (psi)	% of Design
3	1	02/06/2013	7	68,850	6,440	6,440	214.67%

**Remarks/Comments:**

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
 (1-cc copy)  
 1-cc Allsite Construction Attn: Mel Ortiz  
 2-cc GAS Enterprises Attn: Rene Salinas, CM  
 1-cc Laboratory

Respectfully Submitted,  
 L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



**GROUT SITE VISIT  
TEST REPORT**

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R040  
Sample Date: 02/06/2013  
Date Reported: 02/06/2013

Client PO: 682857

Page 1 of 1

On February 6, 2013, a representative of L&G Engineering Laboratory was dispatched to Constable's Office to perform inspection on the placement of Grout on Cell Fill.

Specimen Number 5 was obtained and tested at 1:25 PM, and the following were determined:

<b>Concrete Temp:</b> <u>83°f</u>	<u>N/A</u> Specification	<b>Entrapped/Entrained Air Content:</b> <u>2.25%</u>	<u>N/A</u> Specification
<b>Ambient Temp:</b> <u>84°f</u>	<u>N/A</u> Specification	<b>Slump:</b> <u>8 3/4 inches</u>	<u>N/A</u> Specification

From Specimen Number 5, a total of 4-6x12 cylindrical test specimens were cast for Compressive Strength Testing at intervals of 7 and 28 days.

On February 7, 2013, a representative of L&G Engineering Laboratory was dispatched to the referenced project to collect the test specimens cast on the placement of Grout on Cell Fill. The specimens were delivered to the laboratory where they were stripped, labeled, and placed in a curing tank for testing at intervals of 7 and 28 days.

Test Methods (If Applicable): ASTM C-231, ASTM C-143, ASTM C-1064, ASTM C-31, ASTM C-172

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

Rick Gil

---

From: Rene Salinas [gas107@aol.com]  
Sent: Wednesday, February 06, 2013 10:24 AM  
To: Rick Gil  
Subject: Constable's Building Precinct No. 1

R040

As per our conversation, we will need an inspector out at the jobsite today at 1:00 pm for block fill testing.

Thank You

Rene Salinas, President  
G.A.S. Enterprises, Inc.  
PO Box 309, Elsa, Texas 78543  
(956) 262-7106 Fax: (956) 262-7107  
Cellular: (956) 239-3592



**GROUT COMPRESSIVE STRENGTH  
 TEST REPORT**

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
 Client: Hidalgo County Pct. #1 (Gen.)  
 Contractor: Allsite Construction

L&G Project Number: L1551201  
 L&G Report Number: R041  
 Sample Date: 02/01/2013  
 Date Reported: 02/08/2013

Client PO: 682857

Page 1 of 1

Placement Location: North & West Perimeter Wall (27 Course)  
 Mix ID: 813060230 Supplier: Alamo Concrete Products  
 Specified Strength: 3,000 P.S.I. @ 28 days  
 Specified Slump: N/A Slump: \_\_\_\_\_  
 Specified Air Content: N/A Air Content: 2.7%  
 Weather Conditions: Partly Cloudy Air Temp.: 81°F  
 Time Batched: 1:30 pm Time Sampled: 1:40 pm Concrete Temp.: 75°F  
 Plant Ticket No: 27061 Truck No: 7246 CY: 4  
 Water: 0 gal.

**Compressive Strength Data**

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Comp. Strength (psi)	Average Strength (psi)	% of Design
4	1	02/08/2013	7	53,205	13,300	13,300	443.33%

**Remarks/Comments:**

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
 (1-cc copy)  
 1-cc Allsite Construction Attn: Mel Ortiz  
 2-cc GAS Enterprises Attn: Rene Salinas, CM  
 1-cc Laboratory

Respectfully Submitted,  
 L&G Engineering Laboratory

\_\_\_\_\_  
 Ricardo A. Gil, Lab Manager



**GROUT SITE VISIT  
TEST REPORT**

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R042  
Sample Date: 02/08/2013  
Date Reported: 02/08/2013

Client PO: 682857

Page 1 of 1

On February 8, 2013, a representative of L&G Engineering Laboratory was dispatched to Constables Office to perform inspection on the placement of Grout on Janitorial Rm, Salley Port, Narcotics Rm, & Rstrm.

Specimen Number 6 was obtained and tested at 1:58 PM, and the following were determined:

<b>Concrete Temp:</b> <u>86°f</u>	<u>95</u> Specification	<b>Entrapped/Entrained Air Content:</b> <u>2.8%</u>	<u>N/A</u> Specification
<b>Ambient Temp:</b> <u>84°f</u>	<u>N/A</u> Specification	<b>Slump:</b> <u>9 1/2 inches</u>	<u>N/A</u> Specification

From Specimen Number 6, a total of 4-6x12 cylindrical test specimens were cast for Compressive Strength Testing at intervals of 7 and 28 days.

On February 9, 2013, a representative of L&G Engineering Laboratory was dispatched to the referenced project to collect the test specimens cast on the placement of Grout on Janitorial Rm, Salley Port, Narcotics Rm. & Rstrm. The specimens were delivered to the laboratory where they were stripped, labeled, and placed in a curing tank for testing at intervals of 7 and 28 days.

Test Methods (If Applicable): ASTM C-231, ASTM C-143, ASTM C-1064, ASTM C-31, ASTM C-172

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83  
900 S. Stewart Rd. Ste. 6  
3388 US Hwy 277

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 583-7117  
Carrizo Springs, TX (888) 565-9813

## MORTAR SITE VISIT TEST REPORT

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R043  
Sample Date: 02/06/2013  
Date Reported: 02/06/2013

Client PO: 682857

Page 1 of 1

On February 6, 2013, a representative of L&G Engineering Laboratory was dispatched to Constables Office to perform inspection of Mortar on Block.

Specimen Number 3 was obtained and tested at 2:30 PM, and the following were determined:

**Concrete Temperature:** 83°f

**Ambient Temperature:** 84°f

From Specimen Number 3, a total of 3 test specimens were cast for Compressive Strength Testing at intervals of 7 and 28 days.

On February 7, 2013, a representative of L&G Engineering Laboratory was dispatched to the referenced project to collect the test specimens cast on the placement of Blocks. The specimens were delivered to the laboratory where they were stripped, labeled, and placed in a curing tank for testing at intervals of 7 and 28 days.

Test Methods (If Applicable): ASTM C-231, ASTM C-143, ASTM C-1064, ASTM C-31, ASTM C-172

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

Rick Gil

---

From: Rene Salinas [gas107@aol.com]  
Sent: Wednesday, February 06, 2013 10:24 AM  
To: Rick Gil  
Subject: Constable's Building Precinct No. 1

2043

As per our conversation, we will need an inspector out at the jobsite today at 1:00 pm for block fill testing.

Thank You

Rene Salinas, President  
G.A.S. Enterprises, Inc.  
PO Box 309, Elsa, Texas 78543  
(956) 262-7106 Fax: (956) 262-7107  
Cellular: (956) 239-3592



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83  
900 S. Stewart Rd. Ste. 6  
3388 US Hwy 277

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 583-7117  
Carrizo Springs, TX (888) 565-9813

## MORTAR COMPRESSIVE STRENGTH TEST REPORT

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R044  
Sample Date: 02/06/2013  
Date Reported: 02/06/2013

Client PO: 682857

Page 1 of 1

Placement Location: \_\_\_\_\_  
 Mix ID:     N/A     Supplier: \_\_\_\_\_  
 Specified Strength: \_\_\_\_\_  
 Specified Slump:     N/A     Slump: \_\_\_\_\_  
 Specified Air Content:     N/A     Air Content:     NA      
 Weather Conditions: \_\_\_\_\_ Partly Cloudy & Hot Air Temp.: \_\_\_\_\_  
 Time Batched:     2:00 pm     Time Sampled:     2:10 pm     Concrete Temp.: \_\_\_\_\_  
 Plant Ticket No:     N/A     Truck No:     N/A     CY:     N/A      
 Water:     0 gal.    

### Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Comp. Strength (psi)	Average Strength (psi)	% of Design
3	1	02/13/2013	7	6,730	1,682	1,682	

### Remarks/Comments:

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



**GROUT COMPRESSIVE STRENGTH  
 TEST REPORT**

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
 Client: Hidalgo County Pct. #1 (Gen.)  
 Contractor: Allsite Construction

L&G Project Number: L1551201  
 L&G Report Number: R045  
 Sample Date: 02/06/2013  
 Date Reported: 02/13/2013

Client PO: 682857

Page 1 of 1

Placement Location: Narcotics Room, West Wall, 16 Course Up  
 Mix ID: 813060230 Supplier: Alamo Concrete Products  
 Specified Strength: 3,000 P.S.I. @ 28 days  
 Specified Slump: N/A Slump: 8.75"  
 Specified Air Content: N/A Air Content: 2.3%  
 Weather Conditions: Partly Cloudy & Hot Air Temp.: 84°F  
 Time Batched: 12:05 pm Time Sampled: 1:25 pm Concrete Temp.: 83°F  
 Plant Ticket No: 27168 Truck No: 7254 CY: 4  
 Water: 0 gal.

**Compressive Strength Data**

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Comp. Strength (psi)	Average Strength (psi)	% of Design
5	1	02/13/2013	7	38,520	3,720	3,720	124.00%

**Remarks/Comments:**

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
 (1-cc copy)  
 1-cc Allsite Construction Attn: Mel Ortiz  
 2-cc GAS Enterprises Attn: Rene Salinas, CM  
 1-cc Laboratory

Respectfully Submitted,  
 L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



**GROUT COMPRESSIVE STRENGTH  
 TEST REPORT**

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
 Client: Hidalgo County Pct. #1 (Gen.)  
 Contractor: Allsite Construction

L&G Project Number: L1551201  
 L&G Report Number: R046  
 Sample Date: 02/08/2013  
 Date Reported: 02/15/2013

Client PO: 682857

Page 1 of 1

Placement Location: Janitorial Rm, Sally Port, Narcotics & Rstrm.  
 Mix ID: 813060230 Supplier: Alamo Concrete  
 Specified Strength: 3,000 P.S.I. @ 28 days  
 Specified Slump: 11 Slump: 9.5"  
 Specified Air Content: N/A Air Content: 2.8%  
 Weather Conditions: Cloudy, Windy, & Cool Air Temp.: 84°f  
 Time Batched: 11:59 am Time Sampled: 1:58 pm Concrete Temp.: 86°f  
 Plant Ticket No: 27201 Truck No: 7241 CY: 8  
 Water: 0 gal.

**Compressive Strength Data**

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Comp. Strength (psi)	Average Strength (psi)	% of Design
6	1	02/15/2013	7	19,060	1,800	1,800	60.00%

**Remarks/Comments:**

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
 (1-cc copy)  
 1-cc Allsite Construction Attn: Mel Ortiz  
 2-cc GAS Enterprises Attn: Rene Salinas, CM  
 1-cc Laboratory

Respectfully Submitted,  
 L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



# **L&G Engineering Laboratory**

**Construction Material Testing  
Geotechnical Engineering**

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760  
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117  
3388 US Hwy 277 Carrizo Springs, TX (888) 565-9813

## **PROJECT SITE VISIT OBSERVATION REPORT TEST REPORT**

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R047  
Sample Date: 02/13/2013  
Date Reported: 02/14/2013

---

Client PO: 682857

Page 1 of 1

On February 13, 2013 a representative of Robles Consulting, LLC was dispatched to the Hidalgo County Pct. No. 1 Constable's Office building to perform Welding Inspection. An inspection was performed and several items were found to be un-satisfactory. A report of the findings is attached herein.

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

---

Ricardo A. Gil, Lab Manager

**Robles Consulting, LLC** an AWS Affiliate Company Member  
P.O. Box 1231  
Rio Hondo, TX 78583  
(956) 748-0176 Fax, (956) 245-6774 Cell  
roblesconsulting@yahoo.com

Job: L&G-001  
County: Hidalgo  
File: 01.213101  
Ref. No. **L1551201**

## WELDING INSPECTION REPORT

Consulting Engineer: **L & G Engineering**  
Address: **2100 W. Expressway 83**  
City: **Mercedes, Texas 78570**

Project Name: **Constable's Office Building Precinct 1**  
**Hidalgo County**  
Prime Contractor: **Holchemont Inc.**

Date Inspected: **02/13/13**

Contractor: **Southern Steel Fabricators**

Location: **Weslaco, Texas**

**Documents Reviewed:**

Electrode to Specification:  Yes  No  N/A  
Welders Qualified:  Yes  No  N/A  
Reviewed Drawings:  Yes  No  N/A

**CWI Present:** Continuous  Periodic   
Weld Procedures Followed:  Yes  No  N/A  
Verified Joint Fit-up:  Yes  No  N/A  
Reviewed WPS:  Yes  No  N/A

**Weld Types Observed:**

Fillet Welds 1/8"  3/16"  1/4"  5/16"  3/8" Seam Welds  5/8" Arc Spot Welds  Other   
Groove Welds CJP  PJP  Moment Connections   
Electrode Type Used: E7018, E6011

Welding Process: SMAW

**Structural Weld Location Observed:**

Perimeter Angle to Joists <input checked="" type="checkbox"/>	Joists to Girders <input type="checkbox"/>	Joists to Beams <input checked="" type="checkbox"/>
Joists to CMU Embeds <input checked="" type="checkbox"/>	Joists to Tilt Panel Embeds <input type="checkbox"/>	Joist Seats to Tilt Panel Embeds <input type="checkbox"/>
Tilt Panels to Footings <input type="checkbox"/>	Tilt Panel to Panel Connections <input type="checkbox"/>	Outriggers to Joist and Embeds <input checked="" type="checkbox"/>
Girders to Girder Seats <input type="checkbox"/>	Continuous Angle to Embeds <input type="checkbox"/>	Angle Braces at Joists <input type="checkbox"/>
Columns to Baseplate Embeds <input checked="" type="checkbox"/>	Girders to Column Cap Plates <input type="checkbox"/>	Horizontal/X-Bridging to Joist <input checked="" type="checkbox"/>
Joist to Joist Seats <input type="checkbox"/>	K - Bracing to Gusset Plates <input type="checkbox"/>	Bridging Anchored/Welded at Ends <input checked="" type="checkbox"/>

**Deck Weld Pattern Observed:**

Deck Type: 20 ga. G90 Weld Pattern: N/A Fasteners per Span: 4ea. No. 10 Tek  
Deck to Joists  Deck to Chord Angle  Weld Washers: Yes  No   
Deck to Outriggers  Deck Fastening  Deck Fastening Pattern: 36/7 No.12 Tek

**Reference Gridlines/Buildings:** Inspection of roof deck area at gridlines 2to13@C-H was performed. Inspection of fastening at 36/7 pattern to intermediates was performed. Inspection of 4 each No. 10 Tek screws used at side laps equally spaced between spans was performed. Fastening was acceptable to specs. Inspection of bridging welded to joists top chords and only tacked at bottom chords and joists welded to cmu embeds and beams W16, W18 was performed. Numerous welds were not chipped as per code at gridlines 2to13@C-H. It was observed that bridging was not anchored at ends. Inspection of 3"x3"x1/4" perimeter chord deck angle and 2.5K1 outriggers welded to joists was not accessible for inspection due to roof deck placement. It was observed that perimeter chord deck angle was not anchored to cmu along all the perimeter. Inspection of columns welded to base plates (1 col. req. weld) was performed. Inspection of RTU 3"x3"x1/4" frame curbs welded to joists interior top chord with no bearing to joist top chord was performed. Welds were not chipped clean. Visible porosity, craters, undercut, undersized weld and lack of fusion was observed. Inspection of A325 3/4" bolts at column to beam connection was performed. Two bolts were missing at one column connection. Bolt inspection was unacceptable. Welds inspected were unacceptable to visual inspection acceptance criteria as set forth by AWS D1.1 Structural Welding Code - Steel.

**Comments:** This report is for the purpose of determining conformance with the contract documents and is not for the purpose of making repair or fit for purpose recommendations, unless specified or RFI approved.

**Applicable Code, Standards:** AWS D1.1 , 2010 AWS D1.3 , 2008 API 1104  ASME Section IX

**Reference Section:** Section 6 Table 6.1 Visual Acceptance Criteria and Section 5.30 Weld Cleaning

Inspected By: **Raul L. Robles, CWI, CWE**

**AWS Certified Welding Inspector**

**Credential Verification:**

Call American Welding Society at  
1-800-443-9353, ext. 470

for Affiliate Company Member, ext. 260



Raul L Robles  
CWI 02070431  
QC1 EXP. 7/1/2014

Acceptable

Unacceptable

Rick Gil

R047

From: Rene Salinas [gas107@aol.com]  
Sent: Monday, February 11, 2013 10:41 AM  
To: Rick Gil  
Subject: Constable's Building Precinct No. 1

Please schedule a weld inspection anytime today for the above referenced project.

Thank You

Rene Salinas, President  
G.A.S. Enterprises, Inc.  
PO Box 309, Elsa, Texas 78543  
(956) 262-7106 Fax: (956) 262-7107  
Cellular: (956) 239-3592



# **L&G Engineering Laboratory**

**Construction Material Testing  
Geotechnical Engineering**

2100 W. Expressway 83  
900 S. Stewart Rd. Ste. 6  
3388 US Hwy 277

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 583-7117  
Carrizo Springs, TX (888) 565-9813

## **PROJECT SITE VISIT OBSERVATION REPORT TEST REPORT**

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R048  
Sample Date: 02/15/2013  
Date Reported: 02/15/2013

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Client PO: 682857

Page 1 of 1

On February 15, 2013, a representative of Robles Consulting, LLC was dispatched to Hidalgo County Pct. No 1 Constable's Office building to perform a re-inspection of a previously performed inspection (2/13/13). Items previously found to be un-satisfactory were re-inspected and found to be satisfactory. A report of the findings is attached herein.

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)

1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

---

Ricardo A. Gil, Lab Manager

Robles Consulting, LLC an AWS Affiliate Company Member  
P.O. Box 1231  
Rio Hondo, TX 78583  
(956) 748-0176 Fax, (956) 245-6774 Cell  
roblesconsulting@yahoo.com

Job: L&G-001  
County Hidalgo  
File: 01.213201  
Ref. No. L1551201

## WELDING INSPECTION REPORT

Consulting Engineer: **L & G Engineering**  
Address: **2100 W. Expressway 83**  
City: **Mercedes, Texas 78570**

Project Name: **Constable's Office Building Precinct 1**  
**Hidalgo County**  
Prime Contractor: **Holchemont Inc.**

Date Inspected: **02/15/13**

Contractor: **Southern Steel Fabricators**

Location: **Weslaco, Texas**

**Documents Reviewed:**

Electrode to Specification:  Yes  No  N/A  
Welders Qualified:  Yes  No  N/A  
Reviewed Drawings:  Yes  No  N/A

CWI Present: Continuous  Periodic   
Weld Procedures Followed:  Yes  No  N/A  
Verified Joint Fit-up:  Yes  No  N/A  
Reviewed WPS:  Yes  No  N/A

**Weld Types Observed:**

Fillet Welds 1/8"  3/16"  1/4"  5/16"  3/8" Seam Welds  5/8" Arc Spot Welds  Other   
Groove Welds CJP  PJP  Moment Connections

Electrode Type Used: E7018, E6011

Welding Process: SMAW

**Structural Weld Location Observed:**

Perimeter Angle to Joists  Joists to Girders   
Joists to CMU Embeds  Joists to Tilt Panel Embeds   
Tilt Panels to Footings  Tilt Panel to Panel Connections   
Girders to Girder Seats  Continuous Angle to Embeds   
Columns to Baseplate Embeds  Girders to Column Cap Plates   
Joist to Joist Seats  K - Bracing to Gusset Plates

Joists to Beams   
Joist Seats to Tilt Panel Embeds   
Outriggers to Joist and Embeds   
Angle Braces at Joists   
Horizontal/X-Bridging to Joist   
Bridging Anchored/Welded at Ends

**Deck Weld Pattern Observed:**

Deck Type: 20 ga. G90 Weld Pattern: N/A  
Deck to Joists  Deck to Chord Angle   
Deck to Outriggers  Deck Fastening

Fasteners per Span: 4ea. No. 10 Tek  
Weld Washers: Yes  No   
Deck Fastening Pattern: 36/7 No.12 Tek

**Reference Gridlines/Buildings:** Inspection of roof deck area at gridlines 1to2@D-F was performed. Inspection of fastening at 36/7 pattern to intermediates was performed. Inspection of 4 each No. 10 Tek screws used at side laps equally spaced between spans was performed. Fastening was acceptable to specs. Inspection of bridging welded to joists top chords and bottom chords and joists welded to cmu embeds was performed. Bridging was welded to anchor clips and anchored to cmu. Inspection of perimeter chord angle welded to joists was performed. Re-inspection of gridlines 2to13@C-H was performed. Bridging was welded and anchored at ends. Re-inspection of 3"x3"x1/4" perimeter chord deck angle and 2.5K1 outriggers welded to joists was performed. Re-inspection of perimeter chord deck angle was now anchored to cmu along all the perimeter. Re-inspection of columns welded to base plates was performed. Re-inspection of RTU 3"x3"x1/4" frame curbs were corrected by placing new angle to allow bearing and welding on joists top chords. Welds were now cleaned and all previous defects repaired. Re-inspection of A325 3/4" bolts at column to beam connections was performed. Previous missing bolts at column connection were installed. Bolt inspection was acceptable. Welds inspected were acceptable to visual inspection acceptance criteria as set forth by AWS D1.1 Structural Welding Code - Steel and specified WPS.

**Comments:** This report is for the purpose of determining conformance with the contract documents and is not for the purpose of making repair or fit for purpose recommendations, unless specified or RFI approved.

**Applicable Code, Standards:** AWS D1.1 , 2010 AWS D1.3 , 2008 API 1104  ASME Section IX

**Reference Section:** Section 6 Table 6.1 Visual Acceptance Criteria and Section 5.30 Weld Cleaning

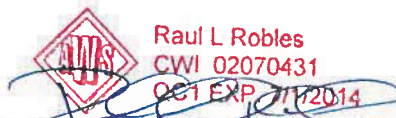
Inspected By: **Raul L. Robles, CWI, CWE**

**AWS Certified Welding Inspector**

**Credential Verification:**

Call American Welding Society at  
1-800-443-9353, ext. 470

for Affiliate Company Member, ext. 260



Acceptable

Unacceptable

R048

Rick Gil

---

From: Rene Salinas [gas107@aol.com]  
Sent: Friday, February 15, 2013 8:21 AM  
To: Rick Gil  
Subject: Constable's Office Precinct No. 1

A Re-Inspection is needed today for the welding at the above referenced project.  
Thank You

Rene Salinas, President  
G.A.S. Enterprises, Inc.  
PO Box 309, Elsa, Texas 78543  
(956) 262-7106 Fax: (956) 262-7107  
Cellular: (956) 239-3592

**INVOICE**  
**ROUTING AND SIGNATURE SHEET**

A. General Information

Project Name: Constable's Office Building, Precinct 1

Billed By: L & G Engineering Laboratory

Invoice No. 13-3-000020

Date Submitted: 3/25/13



**GOOD SERVICES RECEIVED BY:**  
Daniel Flores ON 3/26/13  
**INVOICE RECEIVED BY:**  
Shonda Domingon 5/16/13

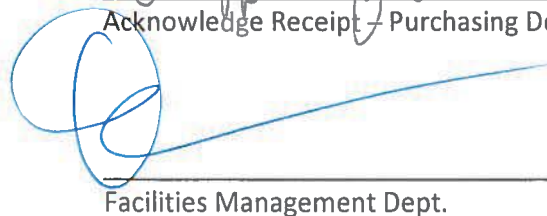
B. Routing Instructions

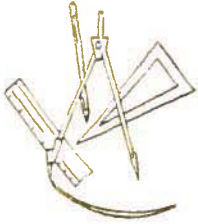
1. Invoice will be submitted to Construction Manager (CM).
2. CM will review and assign signature and date in Section C.
3. Documents will be forwarded to Purchasing for routing to Facilities Management Department for signature and date.
4. Once all signatures above are processed, Purchasing will submit a completed copy to CM

C. Signatures

 REVIEWED/CONFIRMED/APPROVED 3/25/13  
Construction Manager Date

 5/16/13  
Acknowledge Receipt - Purchasing Dept. Date

 5/16/13  
Facilities Management Dept. Date



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

March 26, 2013

Mr. Rene Salinas, CM  
G.A.S. Enterprise  
P.O. Box 309  
Elsa, TX 78543

**RE: Constable's Office Bldg. – Hidalgo County. Pct. 1**

Dear Mr. Salinas:

Included for your use with this letter are test reports **R036-28** thru **R045-28** for **28-day Concrete Compressive Strength Testing** performed on the above referenced project. Unless otherwise noted all test results meet or exceed requirements.

L&G Engineering Laboratory appreciates the opportunity to serve your material testing needs on this project and we look forward to working with you in the future.

If you have any questions, feel free to contact me at 956-565-0760.

Sincerely,

Ricardo A. Gil  
General Manager

Attachments

CC: Allsite Construction, Mr. Mel Ortiz

# L&G Engineering Laboratory

## Construction Material Testing Geotechnical Engineering

**INVOICE**  
Invoice Date: 03/25/2013  
Invoice No: 13-3-000020

Page 1 of 3

2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

Client Address: Hidalgo County Pct. #1 (Gen.)  
1902 Joe Stephens Drive  
Weslaco, TX. 78596

Account No.: L155  
Project No: L1551201  
Project Desc.: Constable's Office Bldg.- Hidalgo Cnty Pct. 1

Due Date: UPON RECEIPT  
Budget/Remaining: \$30,405.38 / \$16,092.23  
PO: 682857

===== Invoice Summary by Billing Code =====

	<u>Unit Rate</u>	<u>Qty</u>	<u>Extension</u>
920:92036 - Grout Compressive Strength	\$31.78	10.00	\$317.80
920:92041 - Mortar Cube Compressive Strength	\$31.06	4.00	\$124.24
940:94050 - Eng. Tech. (Concrete)	\$58.41	3.50	\$204.47
940:94054 - Engineering Specialist	\$114.30	1.75	\$200.06
940:94055 - Engineer / P.E.	\$152.47	1.75	\$266.84
950:95061 - Test Report	\$22.56	7.00	\$157.92
<b>Total for this Invoice:</b>			<b>\$1,271.33</b>

===== Invoice Detail by Report =====

<u>Report No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Code</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
R036-28	01/25/2013	2.00	920:92036 - Grout Compressive Strength	Each	\$31.78	\$63.56
R036-28	01/25/2013	0.50	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$29.21
R036-28	01/25/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R036-28	01/25/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R036-28	01/25/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R036-28 for a Subtotal of:						\$182.03
R038-28	01/30/2013	2.00	920:92041 - Mortar Cube Compressive Strength	Each	\$31.06	\$62.12
R038-28	01/30/2013	0.50	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$29.21
R038-28	01/30/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R038-28	01/30/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12

REMIT TO:2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

Net 30 Days

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH  
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

# L&G Engineering Laboratory

## Construction Material Testing Geotechnical Engineering

# INVOICE

Invoice Date: 03/25/2013  
Invoice No: 13-3-000020

Page 2 of 3

2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

===== Invoice Detail by Report =====

<u>Report No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Code</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
R038-28	01/30/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R038-28 for a Subtotal of:						\$180.59
R039-28	01/30/2013	2.00	920:92036 - Grout Compressive Strength	Each	\$31.78	\$63.56
R039-28	01/30/2013	0.50	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$29.21
R039-28	01/30/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R039-28	01/30/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R039-28	01/30/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R039-28 for a Subtotal of:						\$182.03
R041-28	02/01/2013	2.00	920:92036 - Grout Compressive Strength	Each	\$31.78	\$63.56
R041-28	02/01/2013	0.50	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$29.21
R041-28	02/01/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R041-28	02/01/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R041-28	02/01/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R041-28 for a Subtotal of:						\$182.03
R044-28	02/06/2013	2.00	920:92041 - Mortar Cube Compressive Strength	Each	\$31.06	\$62.12
R044-28	02/06/2013	0.50	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$29.21
R044-28	02/06/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R044-28	02/06/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R044-28	02/06/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R044-28 for a Subtotal of:						\$180.59
R045-28	02/06/2013	2.00	920:92036 - Grout Compressive Strength	Each	\$31.78	\$63.56
R045-28	02/06/2013	0.50	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$29.21
R045-28	02/06/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R045-28	02/06/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R045-28	02/06/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R045-28 for a Subtotal of:						\$182.03
R046-28	02/08/2013	2.00	920:92036 - Grout Compressive Strength	Each	\$31.78	\$63.56

REMIT TO: 2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

Net 30 Days

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH  
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT



# L & G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

## INVOICE

Invoice Date: 03/25/2013  
Invoice No: 13-3-000020

Page 3 of 3

2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

===== Invoice Detail by Report =====

<u>Report No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Code</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
R046-28	02/08/2013	0.50	940:94050 - Eng. Tech. (Concrete)	Each	\$58.41	\$29.21
R046-28	02/08/2013	0.25	940:94054 - Engineering Specialist	Each	\$114.30	\$28.58
R046-28	02/08/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$152.47	\$38.12
R046-28	02/08/2013	1.00	950:95061 - Test Report	Each	\$22.56	\$22.56
Report Number R046-28 for a Subtotal of:						\$182.03
<b>Total for this Invoice:</b>						<b>\$1,271.33</b>

REMIT TO:2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

Net 30 Days

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH  
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83  
900 S. Stewart Rd. Ste. 6  
3388 US Hwy 277

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 583-7117  
Carrizo Springs, TX (888) 565-9813

## GROUT COMPRESSIVE STRENGTH TEST REPORT

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R036-28  
Sample Date: 01/25/2013  
Date Reported: 02/22/2013

Client PO: 682857

Page 1 of 1

Placement Location: Bldg. Pad 6ft N, 15 Course up from SW Corner (West Wall)  
 Mix ID: 813060230 Supplier: Alamo Concrete Product  
 Specified Strength: 3,000 P.S.I. @ 28 days  
 Specified Slump: 11 Slump: 9.5"  
 Specified Air Content: N/A Air Content: 1.4%  
 Weather Conditions: Sunny & Windy Air Temp.: 82°f  
 Time Batched: 12:09 pm Time Sampled: 1:35 pm Concrete Temp.: 84°f  
 Plant Ticket No: 6244 Truck No: 7238 CY: 8  
 Water: 0 gal.

### Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Comp. Strength (psi)	Average Strength (psi)	% of Design
2	1	02/01/2013	7	31,270	2,950	2,950	98.33%
	2	02/22/2013	28	49,940	4,460		148.67%
	3	02/22/2013	28	54,710	4,820	4,640	160.67%

### Remarks/Comments:

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83  
900 S. Stewart Rd. Ste. 6  
3388 US Hwy 277

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 583-7117  
Carrizo Springs, TX (888) 565-9813

## MORTAR COMPRESSIVE STRENGTH TEST REPORT

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R038-28  
Sample Date: 01/30/2013  
Date Reported: 02/27/2013

Client PO: 682857

Page 1 of 1

Placement Location: Electrical Room, West Wall, 16 Course Up  
 Mix ID: N/A Supplier: \_\_\_\_\_  
 Specified Strength: 1,500 P.S.I. @ 28 days  
 Specified Slump: N/A Slump: \_\_\_\_\_  
 Specified Air Content: N/A Air Content: NA  
 Weather Conditions: Cloudy & Windy Air Temp.: 69°f  
 Time Batched: 12:15 pm Time Sampled: 12:20 pm Concrete Temp.: 65°f  
 Plant Ticket No: N/A Truck No: N/A CY: N/A  
 Water: 0 gal.

### Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Comp. Strength (psi)	Average Strength (psi)	% of Design
2	1	02/06/2013	7	12,065	3,016	3,016	201.07%
	2	02/27/2013	28	10,785	2,696		179.73%
	3	02/27/2013	28	9,390	2,348	2,522	156.53%

### Remarks/Comments:

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83  
900 S. Stewart Rd. Ste. 6  
3388 US Hwy 277

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 583-7117  
Carrizo Springs, TX (888) 565-9813

## GROUT COMPRESSIVE STRENGTH TEST REPORT

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R039-28  
Sample Date: 01/30/2013  
Date Reported: 02/27/2013

Client PO: 682857

Page 1 of 1

Placement Location: Office Room 129, West Wall, 22 Course Up  
 Mix ID: 813060230 Supplier: Alamo Concrete Product  
 Specified Strength: 3,000 P.S.I. @ 28 days  
 Specified Slump: 11 Slump: 10.0"  
 Specified Air Content: N/A Air Content: 2.0%  
 Weather Conditions: Cloudy & Windy Air Temp.: 69°f  
 Time Batched: 10:31 am Time Sampled: 12:45 pm Concrete Temp.: 70°f  
 Plant Ticket No: 26972 Truck No: 7253 CY: 8  
 Water: 0 gal.

### Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Comp. Strength (psi)	Average Strength (psi)	% of Design
3	1	02/06/2013	7	68,850	6,440	6,440	214.67%
	2	02/27/2013	28	74,360	6,550		218.33%
	3	02/27/2013	28	69,902	6,000	6,280	200.00%

### Remarks/Comments:

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



**GROUT COMPRESSIVE STRENGTH  
 TEST REPORT**

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
 Client: Hidalgo County Pct. #1 (Gen.)  
 Contractor: Allsite Construction

L&G Project Number: L1551201  
 L&G Report Number: R041-28  
 Sample Date: 02/01/2013  
 Date Reported: 03/01/2013

Client PO: 682857

Page 1 of 1

Placement Location: North & West Perimeter Wall (27 Course)  
 Mix ID: 813060230 Supplier: Alamo Concrete Products  
 Specified Strength: 3,000 P.S.I. @ 28 days  
 Specified Slump: N/A Slump: \_\_\_\_\_  
 Specified Air Content: N/A Air Content: 2.7%  
 Weather Conditions: Partly Cloudy Air Temp.: 81°f  
 Time Batched: 1:30 pm Time Sampled: 1:40 pm Concrete Temp.: 75°f  
 Plant Ticket No: 27061 Truck No: 7246 CY: 4  
 Water: 0 gal.

**Compressive Strength Data**

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Comp. Strength (psi)	Average Strength (psi)	% of Design
4	1	02/08/2013	7	53,205	13,300	13,300	443.33%
	2	03/01/2013	28	56,470	14,120		470.67%
	3	03/01/2013	28	44,085	11,020	12,570	367.33%

**Remarks/Comments:**

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
 (1-cc copy)  
 1-cc Allsite Construction Attn: Mel Ortiz  
 2-cc GAS Enterprises Attn: Rene Salinas, CM  
 1-cc Laboratory

Respectfully Submitted,  
 L&G Engineering Laboratory

\_\_\_\_\_  
 Ricardo A. Gil, Lab Manager



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83  
900 S. Stewart Rd. Ste. 6  
3388 US Hwy 277

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 583-7117  
Carrizo Springs, TX (888) 565-9813

## MORTAR COMPRESSIVE STRENGTH TEST REPORT

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R044-28  
Sample Date: 02/06/2013  
Date Reported: 03/06/2013

Client PO: 682857

Page 1 of 1

Placement Location: \_\_\_\_\_  
 Mix ID: N/A Supplier: \_\_\_\_\_  
 Specified Strength: \_\_\_\_\_  
 Specified Slump: N/A Slump: \_\_\_\_\_  
 Specified Air Content: N/A Air Content: NA  
 Weather Conditions: Partly Cloudy & Hot Air Temp.: \_\_\_\_\_  
 Time Batched: 2:00 pm Time Sampled: 2:10 pm Concrete Temp.: \_\_\_\_\_  
 Plant Ticket No: N/A Truck No: N/A CY: N/A  
 Water: 0 gal.

### Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Comp. Strength (psi)	Average Strength (psi)	% of Design
3	1	02/13/2013	7	6,730	1,682	1,682	
	2	03/06/2013	28	11,605	2,901		
	3	03/06/2013	28	10,385	2,596	2,748	

### Remarks/Comments:

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

## GROUT COMPRESSIVE STRENGTH TEST REPORT

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
 Client: Hidalgo County Pct. #1 (Gen.)  
 Contractor: Allsite Construction

L&G Project Number: L1551201  
 L&G Report Number: R045-28  
 Sample Date: 02/06/2013  
 Date Reported: 02/13/2010

Client PO: 682857

Page 1 of 1

Placement Location: Narcotics Room, West Wall, 16 Course Up  
 Mix ID: 813060230 Supplier: Alamo Concrete Products  
 Specified Strength: 3,000 P.S.I. @ 28 days  
 Specified Slump: N/A Slump: 8.75"  
 Specified Air Content: N/A Air Content: 2.3%  
 Weather Conditions: Partly Cloudy & Hot Air Temp.: 84°f  
 Time Batched: 12:05 pm Time Sampled: 1:25 pm Concrete Temp.: 83°f  
 Plant Ticket No: 27168 Truck No: 7254 CY: 4  
 Water: 0 gal.

### Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Comp. Strength (psi)	Average Strength (psi)	% of Design
5	1	02/13/2013	7	38,520	3,720	3,720	124.00%
	2	03/06/2013	28	75,900	6,490		216.33%
	3	03/06/2013	28	60,850	5,520	6,010	184.00%

**Remarks/Comments:**

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
 (1-cc copy)  
 1-cc Allsite Construction Attn: Mel Ortiz  
 2-cc GAS Enterprises Attn: Rene Salinas, CM  
 1-cc Laboratory

Respectfully Submitted,  
 L&G Engineering Laboratory



\_\_\_\_\_  
 Ricardo A. Gil, Lab Manager



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83  
900 S. Stewart Rd. Ste. 6  
3388 US Hwy 277

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 583-7117  
Carrizo Springs, TX (888) 565-9813

## GROUT COMPRESSIVE STRENGTH TEST REPORT

Project Description: Constable's Office Bldg.- Hidalgo Cnty Pct. 1  
Client: Hidalgo County Pct. #1 (Gen.)  
Contractor: Allsite Construction

L&G Project Number: L1551201  
L&G Report Number: R046-28  
Sample Date: 02/08/2013  
Date Reported: 03/08/2013

Client PO: 682857

Page 1 of 1

Placement Location: Janitorial Rm, Sally Port, Narcotics & Rstrm.  
 Mix ID: 813060230 Supplier: Alamo Concrete  
 Specified Strength: 3,000 P.S.I. @ 28 days  
 Specified Slump: 11 Slump: 9.5"  
 Specified Air Content: N/A Air Content: 2.8%  
 Weather Conditions: Cloudy, Windy, & Cool Air Temp.: 84°f  
 Time Batched: 11:59 am Time Sampled: 1:58 pm Concrete Temp.: 86°f  
 Plant Ticket No: 27201 Truck No: 7241 CY: 8  
 Water: 0 gal.

### Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Comp. Strength (psi)	Average Strength (psi)	% of Design
6	1	02/15/2013	7	19,060	1,800	1,800	60.00%
	2	03/08/2013	28	68,670	6,020		200.67%
	3	03/08/2013	28	65,990	5,890	5,950	196.33%

### Remarks/Comments:

Orig: Hidalgo County Pct. #1 (Gen.) (Weslaco, TX)  
(1-cc copy)  
1-cc Allsite Construction Attn: Mel Ortiz  
2-cc GAS Enterprises Attn: Rene Salinas, CM  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

**AI-38849**

**13. B.**

**CC CONSENT**

**Meeting Date:** 06/04/2013

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. 6 in the amount of \$56,229.92 as submitted by Holchemont, LTD, awarded vendor for the "Construction Of A New Constable Building Precinct One Offices" and as certified for 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. #: 3-1336-421-00-220-042-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Available funds as of 05/31/13. (PO #680750).

**Attachments**

**PAY APP #6**

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Darlene Betancourt	05/23/2013 10:31 AM
Budget & Management	Obdett Calzada	05/23/2013 01:28 PM
Olga Garza	Olga Garza	05/31/2013 02:27 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Vangie Garcia		Started On: 05/17/2013 04:36 PM
	Final Approval Date: 05/31/2013	

# APPLICATION AND CERTIFICATION FOR PAYMENT

**OWNER:**  
 COUNTY OF HIDALGO  
 801 S BUS HWY 281  
 DUNBURG, TEXAS 78539  
**FROM CONTRACTOR:**  
 POLCHEMONT, LTD.  
 00 N. MAIN ST.  
 MCALLEN, TEXAS 78501-4327

**PROJECT: HIDALGO CO PCT 1**  
 NEW CONSTABLES' OFFICE  
 1900 Joe Stephens  
  
**VIA ARCHITECT:**  
 Alcocer Garcia & Associates  
 1333 Jasmine  
 McAllen, TX 78501

**APPLICATION NO: 06 Rev**

**Distribution to:**

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

**PERIOD TO: Apr. 30, 2013**

**PROJECT NOS: 1207-PCT-19**

**CONTRACT DATE: Aug. 7, 2012**

## OWNER-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.

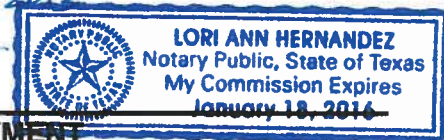
<b>ORIGINAL CONTRACT SUM</b>	<b>GOOD SERVICES RECEIVED BY:</b>	<b>\$</b>	<b>724,000.00</b>
Net change by Change Orders	<i>Denici Flores ON 4/30/13</i>	<b>\$</b>	<b>47,697.86</b>
<b>CONTRACT SUM TO DATE (Line 1 + 2)</b>	<b>INVOICE RECEIVED BY:</b>	<b>\$</b>	<b>771,697.86</b>
<b>TOTAL COMPLETED &amp; STORED</b>	<i>Shabada Dominguez ON 5/16/13</i>	<b>\$</b>	<b>579,240.58</b>
DATE (Column G on G703)			
<b>RETAINAGE:</b>			
a. <u>5</u> % of Completed Work		<b>\$</b>	<b>28,962.03</b>
(Column D + E on G703)			
b. <u>0</u> % of Stored Material		<b>\$</b>	<b>\$0.00</b>
(Column F on G703)			
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		<b>\$</b>	<b>28,962.03</b>
<b>TOTAL EARNED LESS RETAINAGE</b>		<b>\$</b>	<b>550,278.55</b>
(Line 4 Less Line 5 Total)			
<b>LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)</b>		<b>\$</b>	<b>494,048.63</b>
<b>CURRENT PAYMENT DUE</b>		<b>\$</b>	<b>56,229.92</b>
<b>BALANCE TO FINISH, INCLUDING RETAINAGE</b>		<b>\$</b>	<b>221,419.31</b>
(Line 3 less Line 6)			

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: 14 May 13

State of: TEXAS County of: HIDALGO  
 Subscribed and sworn to before me this 14th day of May 2013  
 Notary Public: Lori Ann Hernandez  
 My Commission expires:



## 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** ..... \$ 56,229.92

(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: [Signature] Date: 5-16-13

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	\$48,547.86	(\$850.00)
<b>TOTALS</b>	<b>\$48,547.86</b>	<b>(\$850.00)</b>
<b>NET CHANGES by Change Order</b>	<b>\$47,697.86</b>	

**HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES**

**AIA DOCUMENT G703**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 6-Rev

Contractor's signed certification is attached.

APPLICATION DATE: 30-Apr-13

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 30-Apr-13

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		\$1,986.11		\$1,986.11	39.72%	\$3,013.89	\$99.31
2	Plumbing Allowance	\$2,800.00					0.00%	\$2,800.00	\$0.00
3	Insurance & PPBond	\$18,916.86	\$18,916.86	\$0.00		\$18,916.86	100.00%	\$0.00	\$945.84
4	GC Fee	\$44,157.00	\$28,702.05	\$4,415.70		\$33,117.75	75.00%	\$11,039.25	\$1,655.89
5	General Conditions	\$57,578.14	\$48,941.42	\$2,878.91		\$51,820.33	90.00%	\$5,757.81	\$2,591.02
6	Bld. Pad. - Excavation	\$1,500.00	\$1,500.00	\$0.00		\$1,500.00	100.00%	\$0.00	\$75.00
7	Bld. Pad - Fill	\$4,831.00	\$4,831.00	\$0.00		\$4,831.00	100.00%	\$0.00	\$241.55
8	Concrete Materials	\$11,620.00	\$11,620.00	\$0.00		\$11,620.00	100.00%	\$0.00	\$581.00
9	Concrete Rebar SOG	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100.00%	\$0.00	\$500.00
10	Concrete Rebar Masonry	\$9,118.00	\$9,118.00	\$0.00		\$9,118.00	100.00%	\$0.00	\$455.90
11	Concrete Accessories	\$1,900.00	\$1,900.00	\$0.00		\$1,900.00	100.00%	\$0.00	\$95.00
12	Concrete Labor SOG	\$10,300.00	\$10,300.00	\$0.00		\$10,300.00	100.00%	\$0.00	\$515.00
13	Concrete Labor Flat Work	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100.00%	\$0.00	\$250.00
14	Termite Treatment	\$571.00	\$571.00	\$0.00		\$571.00	100.00%	\$0.00	\$28.55
15	Masonry Materials	\$22,000.00	\$22,000.00	\$0.00		\$22,000.00	100.00%	\$0.00	\$1,100.00
16	Masonry Labor	\$22,600.00	\$18,700.00	\$0.00		\$18,700.00	82.74%	\$3,900.00	\$935.00
17	Structural Steel Erection	\$5,924.00	\$5,924.00	\$0.00		\$5,924.00	100.00%	\$0.00	\$296.20
18	Structural Steel Materials	\$11,590.00	\$11,590.00	\$0.00		\$11,590.00	100.00%	\$0.00	\$579.50
19	Structural Steel Joists & Deck	\$13,664.00	\$13,664.00	\$0.00		\$13,664.00	100.00%	\$0.00	\$683.20
20	Canopy Labor	\$2,500.00	\$2,500.00	\$0.00		\$2,500.00	100.00%	\$0.00	\$125.00
21	Canopy Materials	\$3,777.00	\$3,777.00	\$0.00		\$3,777.00	100.00%	\$0.00	\$188.85
22	Rough Carpentry Labor	\$3,500.00	\$3,500.00	\$0.00		\$3,500.00	100.00%	\$0.00	\$175.00
23	Rough Carpentry Materials	\$4,100.00	\$4,100.00	\$0.00		\$4,100.00	100.00%	\$0.00	\$205.00
24	Doors & HM Frames	\$9,900.00	\$6,930.00	\$2,970.00		\$9,900.00	100.00%		\$495.00
25	Door & HM Frame Labor	\$2,500.00	\$1,500.00	\$500.00		\$2,000.00	80.00%	\$500.00	\$100.00
26	Finish Hardware	\$10,967.00	\$8,225.25	\$0.00		\$8,225.25	75.00%	\$2,741.75	\$411.26
27	Finish Hardware Labor	\$3,000.00	\$1,200.00	\$0.00		\$1,200.00	40.00%	\$1,800.00	\$60.00
28	Overhead Doors Materials	\$3,500.00		\$0.00		\$0.00	0.00%	\$3,500.00	\$0.00
29	Overhead Doors Labor	\$1,167.00		\$0.00		\$0.00	0.00%	\$1,167.00	\$0.00
30	Glass & Glazing Materials	\$2,000.00		\$0.00		\$0.00	0.00%	\$2,000.00	\$0.00
31	Glass & Glazing Labor	\$1,656.00		\$0.00		\$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:			6-Rev		
Contractor's signed certification is attached.				APPLICATION DATE:			30-Apr-13		
In tabulations below, amounts are stated to the nearest dollar.				PERIOD TO:			30-Apr-13		
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					
32	Tile Flooring	\$20,000.00		\$5,781.60	\$0.00	\$5,781.60	28.91%	\$14,218.40	\$289.08
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	\$11,700.00	\$0.00		\$11,700.00	74.59%	\$3,985.00	\$585.00
41	Gyp Assemblies Labor	\$14,302.00	\$10,080.00	\$0.00		\$10,080.00	70.48%	\$4,222.00	\$504.00
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		\$1,750.00		\$1,750.00	100.00%	\$0.00	\$87.50
46	Restroom Accessories Labor	\$800.00				\$0.00	0.00%	\$800.00	\$0.00
47	Wet Fire Sprinkler Materials	\$12,000.00	\$11,500.00	\$0.00		\$11,500.00	95.83%	\$500.00	\$575.00
48	Wet Fire Sprinkler Labor	\$6,284.00	\$5,700.00	\$0.00		\$5,700.00	90.71%	\$584.00	\$285.00
49	HVAC Duct Materials	\$18,020.00	\$18,020.00	\$0.00		\$18,020.00	100.00%	\$0.00	\$901.00
50	HVAC Labor	\$33,532.00	\$8,810.00	\$18,000.00		\$26,810.00	79.95%	\$6,722.00	\$1,340.50
51	HVAC Equip Materials	\$5,073.00	\$5,073.00	\$0.00		\$5,073.00	100.00%	\$0.00	\$253.65
52	HVAC Equip Labor	\$2,500.00	\$2,500.00	\$0.00		\$2,500.00	100.00%	\$0.00	\$125.00
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	\$15,000.00	\$0.00		\$15,000.00	93.75%	\$1,000.00	\$750.00
56	Plumbing Fixtures	\$5,500.00				\$0.00	0.00%	\$5,500.00	\$0.00
57	Electrical Materials	\$63,566.00	\$44,052.00	\$8,811.00	\$0.00	\$52,863.00	83.16%	\$10,703.00	\$2,643.15
58	Generator	\$42,202.00	\$41,332.00	\$0.00		\$41,332.00	97.94%	\$870.00	\$2,066.60
59	Electrical Labor	\$31,943.00	\$25,617.00	\$4,673.00		\$30,290.00	94.83%	\$1,653.00	\$1,514.50
60	Fire Alarm	\$15,000.00	\$3,375.00	\$4,050.00		\$7,425.00	49.50%	\$7,575.00	\$371.25
61	Security Alarm	\$7,500.00		\$2,000.00		\$2,000.00	26.67%	\$5,500.00	\$100.00
62	Roofing Materials	\$32,000.00	\$32,000.00	\$0.00		\$32,000.00	100.00%	\$0.00	\$1,600.00



**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 \$ 56,229.92 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: May 14, 2013

Holchemont, Ltd.

(Company name)

[Handwritten Signature]  
Signature

Manager

Title

SUBSCRIBED AND SWORN TO BEFORE ME this the 14<sup>th</sup> day of May, 2013

[Handwritten Signature]  
NOTARY PUBLIC, in and for the State of Texas



My Commission Expires: January 18, 2016

**Contractor's Certification for Payment Application 6**

Project No. 2012-028-05-09-MSS

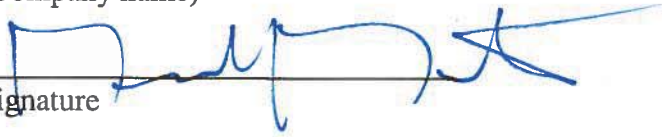
PO# 680750

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: April 23, 2013

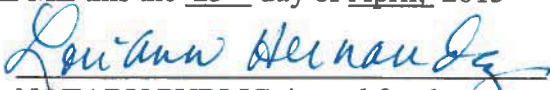
Holchemont, Ltd.  
(Company name)

Signature 

Manager  
Title

SUBSCRIBED AND SWORN TO BEFORE ME this the 23<sup>rd</sup> day of April, 2013





NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: January 18, 2016

AI-38891

13. C.

CC CONSENT

Meeting Date: 06/04/2013

Submitted For: Martha L. Salazar

Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval for payment of invoice # 3328 in the amount of \$ 4,429.56 submitted by project engineer, Ramiro Gutierrez Engineering Corporation, Contract C-12-314-01-29 (wa#3), in connection with engineering services for Thomas Rd. (Jackson-McColl) construction staking.

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:

Account available balance as of 5-31-13 \$104,873.88

PO# 690212 available balance as of 5-31-13 \$10,000.00

Attachments

INV#3328

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/23/2013 10:28 AM
Budget & Management	Obdett Calzada	05/23/2013 01:31 PM
Manuel Chapa	Manuel Chapa	05/31/2013 02:56 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Carlos Jasso		Started On: 05/21/2013 03:58 PM
Final Approval Date: 05/31/2013		



**Professional Engineers & Land Surveyors**

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956-782-2557 • (FAX) 956-782-2558

Engineering Firm F - 486 • Surveying Firm #101650-00

Invoice Number 3328

Date 5/9/2013

Due on receipt

# Invoice

Hidalgo County Precinct No. 2  
Hector "Tito" Palacios  
300 W. Hall Acres  
Suite G  
Pharr, TX 78577

**Project: Thomas Rd (Jackson-McColl) Const Staking**

Project No.: ENG13.103  
Contract No.: C-12-314-01-29(WA#3)  
PO No. 690212

Const. Cost \_\_\_\_\_  
% of Const. Cost \_\_\_\_\_  
Billing Fee 10,000.00

<u>Phase</u>	<u>Phase Fee</u>	<u>% Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Construction Management and Staking Services	10,000.00	44.30%	4,429.56 <i>f</i>		4,429.56 <i>f</i>

PO # <u>690212</u>
<u>3</u> -1200-431-00-122- <u>083</u> -0- <u>731</u>
Req # <u>233370</u>

INVOICE RECEIVED BY:  
*Elizbeth Casas* ON 5/9/13  
GOODS/SERVICES RECEIVED BY:  
*Hector Tito Palacios* ON 5/9/13

**Balance Due** \$4,429.56 *f*

ENG13.103

Thomas Road (Jackson-McColl)  
Construction Management & Staking Hourly Charges

Breakdown by Position/Title

Position/Title	Total Hours Worked	Contract Hourly Rate	Overhead Multiplier	Monthly Salary Paid	Fee Earned (Salary + 10%)
Principal	2.5	\$ 291.41	1.0000	\$ 728.53	\$ 801.38
Project Manager	0.0	\$ 208.15	1.0000	\$ -	\$ -
Senior Engineer	0.0	\$ 149.87	1.0000	\$ -	\$ -
Engineer/RPLS	0.0	\$ 116.57	1.0000	\$ -	\$ -
Graduate Engineer	0.0	\$ 99.91	1.0000	\$ -	\$ -
Senior Engineering Tech	13.5	\$ 86.60	1.0000	\$ 1,169.10	\$ 1,286.01
CADD-Design Technician	0.0	\$ 69.28	1.0000	\$ -	\$ -
Clerical	0.0	\$ 63.28	1.0000	\$ -	\$ -
Survey Crew	15.0	\$ 141.95	1.0000	\$ 2,129.25	\$ 2,342.18
				<b>Total Due</b>	<b>\$ 4,429.56</b>

May 9, 2013

Hector "Tito" Palacios  
County Commissioner  
Hidalgo County Precinct No. 2  
300 W. Hall Acres, Suite G  
Pharr, TX 78577

RE: Thomas Rd (Jackson-McColl) Construction Management & Staking – Invoice  
ENG13.103

Dear Commissioner Palacios:

Enclosed is an invoice for the construction management and staking services performed to date on this project. This project is billed on an hourly basis per position/title. I am providing a breakdown of the hours on the attached worksheet.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.  
Accounting Manager

Attachments

cc: File



AI-38894

13. D.

CC CONSENT

Meeting Date: 06/04/2013

Submitted For: Martha L. Salazar

Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval for payment of Invoice # 3327 in the amount of \$ 2,948.64 submitted by project engineer, Ramiro Gutierrez Engineering Corporation, Contract C-11-310-01-24 (wa#5) (sa#2), in connection with engineering services for Minnesota Drain Construction Staking.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1342-431-00-122-058-0-733

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$737.16 will be utilize to pay a portion of the invoice  
PO# 679326 (PO Increase attached)

FISCAL YEAR: 2013

ACCT. #: 3-1342-431-00-122-058-0-841

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$2,211.48 will be utilize to pay a portion of the invoice  
PO# 679326 (PO increase attached)

Attachments

Invoice # 3327

PO Increase

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/23/2013 10:28 AM
Budget & Management	Obdett Calzada	05/23/2013 01:32 PM
Olga Garza	Olga Garza	05/31/2013 04:08 PM
Olga Garza	Olga Garza	05/31/2013 04:09 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Carlos Jasso		Started On: 05/21/2013 04:25 PM
Final Approval Date: 05/31/2013		



**Professional Engineers & Land Surveyors**

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956-782-2557 • (FAX) 956-782-2558

Engineering Firm F - 456 • Surveying Firm #101650-00

Invoice Number 3327

Date 5/9/2013

Due on receipt

# Invoice

Hidalgo County Precinct No. 2  
Hector "Tito" Palacios  
300 W. Hall Acres  
Suite G  
Pharr, TX 78577

**Project: Minnesota Drain Const. Staking**

Project No.: ENG11.105  
Contract No.: C-11-310-01-24(WA#5)(SA#2)  
PO No. 679326

Const. Cost \_\_\_\_\_  
% of Const. Cost \_\_\_\_\_  
Billing Fee NTE 20,000.00

Phase	Phase Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Construction Management and Staking Services	20,000.00	89.57%	17,912.94	14,964.30	2,948.64

PO # 679326  
3-1312-431-00-122-058-0-733  
Req # 220408  
\$737.16

PO # 679326  
3-1312-431-00-122-058-0-841  
Req # 220408  
\$2,211.48

INVOICE RECEIVED BY:  
Elizabeth Palacios ON 5/9/13  
GOODS/SERVICES RECEIVED BY:  
Hector Tito Palacios ON 5/9/13

**Balance Due** \$2,948.64

ENG11.105

Minnesota Drain  
Construction Management & Staking Hourly Charges

Breakdown by Position/Title

Position/Title	Total Hours Worked	Contract Hourly Rate	Overhead Multiplier	Monthly Salary Paid	Fee Earned (Salary + 10%)
Principal	4.0	\$ 291.41	1.0000	\$ 1,165.64	\$ 1,282.20
Project Manager	0.0	\$ 208.15	1.0000	\$ -	\$ -
Senior Engineer	0.0	\$ 149.87	1.0000	\$ -	\$ -
Engineer/RPLS	0.0	\$ 116.57	1.0000	\$ -	\$ -
Graduate Engineer	0.0	\$ 99.91	1.0000	\$ -	\$ -
Senior Engineering Tech	0.0	\$ 86.60	1.0000	\$ -	\$ -
CADD-Design Technician	6.5	\$ 69.28	1.0000	\$ 450.32	\$ 495.35
Clerical	0.0	\$ 63.28	1.0000	\$ -	\$ -
Survey Crew	7.5	\$ 141.95	1.0000	\$ 1,064.63	\$ 1,171.09
				<b>Total Due</b>	<b>\$ 2,948.64</b>

May 9, 2013

Hector "Tito" Palacios  
County Commissioner  
Hidalgo County Precinct No. 2  
300 W. Hall Acres, Suite G  
Pharr, TX 78577

RE: Minnesota Drain Construction Management & Staking – Invoice  
ENG11.105

Dear Commissioner Palacios:

Enclosed is an invoice for the construction management and staking services performed to date on this project. This project is billed on an hourly basis per position/title. I am providing a breakdown of the hours on the attached worksheet.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.  
Accounting Manager

Attachments

cc: File

# R. Gutierrez Engineering Corporation

# Transmittal Form

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

FROM: Jaime Jaimez, Jr.  
SUBJECT: Minnesota Drain Const. Mgmt & Staking  
PROJECT NO.: ENG11.105  
DATE: May 9, 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 checked="" type="checkbox"/> OTHER: INVOICE
<input type="checkbox"/> BID TABULATION	<input type="checkbox"/> CONTRACT DOCUMENTS	<input type="checkbox"/> RECORD DRAWINGS	<input type="checkbox"/> 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	5/9/2013	Invoice 3327 with Hourly Breakdown
1	5/9/2013	Cover Letter

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 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 APPORVAL
<input type="checkbox"/> AS REQUESTED	<input checked="" 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

**RECEIVED**

**MAY 10 2013**



COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
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Copy Distribution: file Received by: Elizabeth Culas

# PURCHASE ORDER INCREASE COUNTY OF HIDALGO

Department: Hidalgo County Pct.2  
 Contact Name: Marcie Jackson  
 Telephone No.: (956)787-1891

Purchase Order No.: 679326  
 Increase No. 2 for this Purchase Order  
 Procurement Method:  
 Contract # C-11-310-01-24  
 Cooperative Awarded Vendor  
 (TBPC State Award, TCPN, TASB-Buyboard)  
 Quotes over \$1,000.00 (verbal quotes)  
 Quotes over \$5,000.00  
 (attach written quotes)

Vendor No.: 234443  
 Vendor Name: R. GUTIERREZ ENGINEERING CORPORATION  
 Address: 130 E. PARK  
PHARR, TEXAS 78577

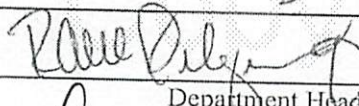
Increase Purchase Order for the following items:

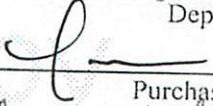
Quantity	NIGP#	Description	Unit Price	Amount
		<i>Amount of Original Purchase Order</i>		<b>\$10,000.00</b>
1	92536	ENGINEER TO PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES AND CONSTRUCTION STAKING SERVICES FOR THE CONSTRUCTION OF MINNESOTA DRAIN PROJECT.		\$10,000.00
1	92536	03/11/13 CONSTRUCTION MANAGEMENT & STAKING SERVICES SUPPLEMENTAL AGREEMENT NO. 1 APPROVED CC 12/18/12 B#002667 ERC		\$5,000.00
1	92536	<i>AMOUNT OF INCREASE REQUEST-</i>	\$5,000.00	\$5,000.00
		<i>TOTAL AMOUNT</i>		<b>\$20,000.00</b>

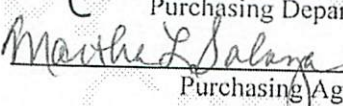
Account Number: 3-1342-431-00-122-058-0-733

*AUA - 233,643.61*  
*L19 - 51,588.68*

Reason: Increase is needed to fund completion of project.

Authorization:  Department Head Date 4/17/2013

Reviewed By:  Purchasing Department Date 5/13/13

Approved By:  Purchasing Agent Date 5/13/13

Approved By: \_\_\_\_\_ County Auditor Date \_\_\_\_\_

**RECEIVED**  
 MAY 15 2013  


AI-38935

13. E.

CC CONSENT

Meeting Date: 06/04/2013

Submitted For: Daniel Flores for Facilities Mgmt. Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval of an "order" granting exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a) (7) "an item that can be obtained from only one source", (C) electric power, gas water, and other utility services;
2. Approval of the Sole Source Declaration with authority for Hidalgo County Facilities Management to continue to purchase waste collection services from "Waste Connections of Texas Rio Grande Valley" inasmuch as said provider is the contracted vendor for the City of Progreso.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-419-40-220-001-0-421

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 05/31/13.

Attachments

SOLE SOURCE-CITY CONTRACT WITH Waste Connections

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/30/2013 02:18 PM
Budget & Management	Obdett Calzada	05/30/2013 04:07 PM
Olga Garza	Olga Garza	05/31/2013 03:08 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Yolanda Velasquez		Started On: 05/23/2013 02:05 PM
Final Approval Date: 05/31/2013		



# Purchasing Department

County Of Hidalgo

## MEMORANDUM

### “SOLE SOURCE DECLARATION”

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent *mls*

DATE: MAY 29, 2013

RE: “Sole Source Declaration”- Solid Waste Collection and Disposal Service –  
City of Progreso

---

The City of Progreso in 2003, awarded a contract for the provision of waste collection services to LEALCO, INC., d/b/a ABC Waste Collection now doing business as “Waste Connections of Texas Rio Grande Valley” and continues to be the contractor for the City of Progreso. The work under this agreement consists of commercial, industrial, construction, and residential solid waste collection and disposal, including all the supervision, material, equipment, labor and all other items necessary to complete said work.

Hidalgo County Facilities Management Department maintains the building for Community Resource Center in Progreso located at 1015 & 5 Mile South Business 83, within the City of Progreso, TX

Hidalgo County must comply with City's contract award with Waste Connections of Texas Rio Grande Valley.

Therefore, for all the facts contained herein, Waste Connections of Texas Rio Grande Valley, is the Sole Source for the provision of waste collection services and the Hidalgo County Department of Facilities Managements requires the purchase of said services as long as Waste Connections of Texas is the contracted provider for the City of Progreso.



WASTE CONNECTIONS OF TEXAS

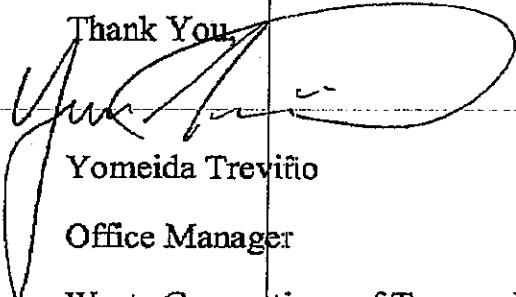
Main 956.316.0333 ♦ Fax 956.316.0113 ♦ 1222 North Clossner ♦ Edinburg, Texas 78539

4/25/2013

To Whom it May Concern,

This letter is to confirm that Waste Connections of Texas Rio Grande Valley currently has a contract with the City of Progreso. The contract states that all residents and businesses within the city limits of Progreso must use services provided by Waste Connections of Texas Rio Grande Valley. Please feel free to contact us at (956) 316-0333 for any questions.

Thank You,

  
Yomeida Treviño

Office Manager

Waste Connections of Texas – RGV



AMENDMENT NO. 1

to the

EXCLUSIVE FRANCHISE CONTRACT

between the

THE CITY OF PROGRESO, TEXAS

And

LEALCO, INC. d/b/a ABC WASTE COLLECTION

THE STATE OF TEXAS }  
COUNTY OF HIDALGO }

THIS Amendatory Agreement is made and entered into this 28<sup>th</sup> day of January, 2003 between the CITY OF PROGRESO in Hidalgo County, Texas (the "CITY") and LEALCO, INC., a Texas Corporation, doing business as ABC WASTE COLLECTION, (the "CONTRACTOR").

WITNESSETH:

WHEREAS, on or about December 3, 1997, the Parties entered into an Exclusive Franchise Contract under which the CONTRACTOR would provide municipal solid waste collection, removal and disposal services to residents of the CITY ("Contract"); and

WHEREAS, the CITY has now entered into a Household Waste Collection Services Agreement (the "Collection Services Contract") with Military Highway Water Supply Corporation ("MHWSC") under which MHWSC will bill and collect solid waste collection fees on behalf of the CITY from its residential water customers which receive solid waste collection services from the CITY, which makes it necessary to amend the Contract as it relates to billing and collection; and

WHEREAS, it is in the best interest of both parties to amend the Contract as it relates to billing and collection.

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree that the Contract shall be amended as follows:

1.0 Section 12.08 shall be amended to read as follows:

"Point of Contact: All dealings, contacts, etc., between the CONTRACTOR and the CITY shall be by the CONTRACTOR to the City Manager, and by the CITY to JUAN GONZALEZ, Manager, ABC Waste Collection, P. O. Box 473, Mission, TX 78573, Telephone: (956) 581-6226, Facsimile: (956) 581-6868."

2.0 Section 13.01 shall be amended to read as follows:

"13.01

a. Residential Billing and Collection. The CITY has entered into a Collection Services Contract with Military Highway Water Supply Corporation ("MHWSC") to bill and collect solid waste collection fees on behalf of the CITY from its residential water customers which receive solid waste collection services from the CITY. Therefore, for Residential Units the CONTRACTOR will not perform billing and collection services. The CITY will provide the CONTRACTOR with a list of Residential Units, Shops and Professional Units (hereinafter referred to collectively as "Residential Units") to be served by CONTRACTOR, and the CITY will advise CONTRACTOR MONTHLY of any additions or deletions to this list. Following the end of the month in which service is provided to Residential Units pursuant to Section 11.00, and within ten (10) days after payment is received by the CITY from MHWSC, the CITY will pay the CONTRACTOR for each Residential Unit on the list (and served) for that month at the rates shown in Schedule A attached hereto. The rates shown in Schedule A are subject to adjustment in accordance with Section 13.03 or approval by the CITY.

b. Commercial and Industrial Unit Billing and Collection. The CONTRACTOR shall submit statements to and collect from all Commercial and Industrial Units for services provided by the CONTRACTOR pursuant to Section 11.00 at the rate shown in Schedule A attached hereto. Appropriate sales tax shall be added to the listed rates. The rate shown in Schedule A is subject to adjustment in accordance with Section 13.03 or approval by the CITY. These customers will be billed quarterly, in advance, for the services provided. CONTRACTOR will have the responsibility of collecting any and all applicable sales tax or other similar tax which may be imposed and be due for the services rendered to Commercial and Industrial Units under this Contract and for reporting and payment thereof to the State of Texas and any other governmental entity which may impose a sales tax or similar tax upon the services to be rendered.

c. Discontinuance of service by CONTRACTOR:

(1) CONTRACTOR shall discontinue garbage collection service at any Commercial and Industrial Unit that falls more than 30 days past due. CONTRACTOR shall notify the CITY of service termination and past due status.

CONTRACTOR shall have the right to pursue said delinquent accounts in an appropriate legal manner.

(2) Upon notice from the CITY to do so, CONTRACTOR shall discontinue garbage collection service to any Residential Unit and the solid waste container at that Residential Unit may be removed by CONTRACTOR. Such service shall not be resumed until the CITY notifies the CONTRACTOR to resume such service."

3.0 The text and heading of Section 13.02, Discontinuance of service by Contractor shall be deleted, and the word "[RESERVED]" shall be substituted.

4.0 Section 13.04, Franchise fee, shall be amended by deleting Subsection "a." and the remaining Subsections are re-designated as "a." and "b."

5.0 Schedule A to the Contract shall be amended by changing the rate per month for 96 gallon containers to read "\$9.00" and by changing the rate per month for small 1-1/2 cubic yard (300 gallon) containers to read "\$ 30.00."

6.0 Save and except as amended hereby, the sentences, phrases, articles, sections, paragraphs and subparagraphs of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Amendment No. 1 effective on the date first above written.

CITY OF PROGRESO, TEXAS

By: \_\_\_\_\_

Mayor Omar Vela

ATTEST:

Sarah Castle

LEALCO, INC. d/b/a ABC WASTE COLLECTION

By: \_\_\_\_\_

Merge Wayne - DVP

CONTRACTOR shall have the right to pursue said delinquent accounts in an appropriate legal manner.

(2) Upon notice from the CITY to do so, CONTRACTOR shall discontinue garbage collection service to any Residential Unit and the solid waste container at that Residential Unit may be removed by CONTRACTOR. Such service shall not be resumed until the CITY notifies the CONTRACTOR to resume such service."

3.0 The text and heading of Section 13.02, Discontinuance of service by Contractor shall be deleted, and the word "[RESERVED]" shall be substituted.

4.0 Section 13.04, Franchise fee, shall be amended by deleting Subsection "a." and the remaining Subsections are re-designated as "a." and "b."

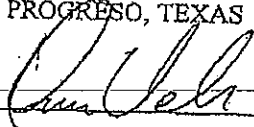
5.0 Schedule A to the Contract shall be amended by changing the rate per month for 96 gallon containers to read "\$9.00" and by changing the rate per month for small 1-1/2 cubic yard (300 gallon) containers to read "\$ 30.00."

6.0 Save and except as amended hereby, the sentences, phrases, articles, sections, paragraphs and subparagraphs of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Amendment No. 1 effective on the date first above written.

CITY OF PROGRESO, TEXAS

By: \_\_\_\_\_



Mayor Omar Vela

ATTEST:



LEALCO, INC. d/b/a ABC WASTE COLLECTION

By: \_\_\_\_\_

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13.01

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- b. Sales Tax

13.02 Discontinuance of Service by Contractor





receptacle by vectors, having a mouth with a diameter greater than or equal to that of the base, having two wheels, which is designed to be lifted and emptied mechanically for use at residential units. The weight of a cart and its contents shall not exceed 110 pounds.

- 6.05 Commercial Container: Metal receptacle designed to be lifted and emptied mechanically for use at Commercial and Industrial Units.
- 6.06 Commercial and Industrial Unit: All premises, locations, or entities, public or private, requiring refuse collection within the corporate limits of the City not a Residential Unit.
- 6.07 Commercial and Industrial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a producer at a commercial and industrial unit.
- 6.08 Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 6.09 Contract Documents: The general specifications, the contractor's proposal, the contract, and any other addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- 6.10 Dead Animals: Animals or portions thereof equal to or greater than 10 lbs in weight that have expired from any cause, except those slaughtered or killed for human use.
- 6.11 Disposal Site: A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.
- 6.12 Garbage: Any and all dead animals of less than 10 lbs. in weight except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste, animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, or Stable Matter.



6.21 Small 1-1/2 cubic yard container: A metal or plastic receptacle designed to be lifted and emptied mechanically for use primarily at small businesses, professional shops and upon request at residential units.

6.22 Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

7.00 INDEMNITY: The Contractor will indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this Contract arising out of a willful or negligent act of omission of the Contractor, its officers, agents, servants and employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

8.00 INSURANCE: The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance as provided for herein. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation	Statutory
Employer's Liability	\$500,000.00
Bodily Injury Liability Except Automobile	\$500,000.00 each occurrence \$1,000,000.00 aggregate
Property Damage Liability	\$500,000.00 each occurrence

Except Automobile

\$500,000.00 aggregate

Automobile Bodily Injury  
Liability

\$500,000.00 each person  
\$1,000,000.00 each occurrence

Automobile Property Damage  
Liability

\$500,000.00 each occurrence

9.00 **LICENSES:** The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) necessary to perform the services required of Contractor by this Contract.

10.00 **SCOPE OF WORK:** The work under this Contract shall consist of all the supervision, materials, equipment, labor, and other items necessary to complete said work in accordance with this Contract. The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different act of God over which the Contractor has no control. In the event of such a flood, hurricane or other act of God, the Contractor and the individual customer will negotiate the payment to be made to the Contractor.

10.01 **Storms and Other Disasters:** In case of a storm, flood, hurricane or other disaster or other Acts of God, the City shall grant the Contractor reasonable variance from regular schedules and routes.

In case of a storm or other disaster or other Acts of God where it is necessary for the Contractor to perform services beyond the scope of this Contract, the Contractor and the individual customer shall negotiate the amounts to be paid to the Contractor.

11.00 **TYPE OR COLLECTION:**

11.01 **Service Provided:**

a. **Residential Service:**

(1) Contractor shall provide, at Contractor's sole expense one (1) cart to each billed residential unit. In the event that the cart so provided is lost, misplaced, stolen, or for any other reason cannot be used as intended by this Contract, then a replacement cart will be provided by Contractor, the cost of which shall be billed to the respective residential unit by the Contractor under the billing process hereinafter described. In the event a cart is stolen, no

replacement, as described herein, will be made until the individual customer furnishes a copy of the police report to Contractor evidencing that the theft has been reported to the appropriate police department. The cost of a subsequent cart shall be equal to Contractor's cost. No charge shall be made by Contractor for the replacement of a cart if the need for replacement is due to the act or acts of the Contractor or its employees.

(2) Contractor shall provide collection service for the collection of Residential Garbage (except bulky waste) to each Residential Unit one (1) time per week on a day or days designated by the Contractor. Carts shall be placed at curbside by 7:00 a.m. on the designated collection day. The collection process employed by Contractor shall be the mechanical lifting and emptying of the cart into Contractor's waste disposal unit. No other process shall be required and no residential garbage will be collected if not contained within the cart for mechanized collection.

(3) If a residential unit requests Contractor to provide a small 1- 1/2 cubic yard container in lieu of a Cart, Contractor shall provide to the requesting residential unit one small 1-1/2 cubic yard container, under the same terms and conditions as if a Cart were furnished, except for the rate charged per month and that the container shall be placed in an accessible, outside location, on a hard surface, according to individual agreement. Contractor may decline to collect refuse in containers not so placed.

(4) A residential unit requiring a larger container may request Contractor to furnish a larger container, the size of which is to be determined by the needs of the respective unit, and, in this event, the account will be treated, considered and charged as commercial unit collection service.

b. Small Business or Professional Shop Service: Service to small businesses or professional shops which require collection service reasonably similar to Residential Service [not to exceed limitations as outlined in Schedule A and as outlined in Paragraph 11.01 a. (2) or 11.01 a. (3)], shall be serviced by the Contractor once weekly. Businesses exceeding such limitations shall be provided container service as for Commercial and Industrial accounts as provided in Paragraph 11.01-c. below.

c. Commercial and Industrial Service: Service to Commercial and Industrial Units whose needs exceed Small Business or Professional Shop Service

shall be provided service on the following basis.

- (1) Contractor shall provide Commercial Container collection service for the collection of Commercial and Industrial Refuse to Commercial and Industrial Units according to individual agreement. Commercial and Industrial Units may select from the container services offered by Contractor so long as it adequately services their needs.
  - (2) According to individual agreement, collection containers shall be provided by Contractor to Commercial and Industrial Units and/or multiple family dwellings requesting such containers. All containers shall be kept in good repair and appearance at all times.
  - (3) According to individual agreement, rolloffs shall be provided by Contractor to Residential, Commercial and Industrial Units and to other parties requiring rolloffs.
- d. The Contractor may from time to time provide for the special collection of Dead Animals (exceeding 10 lbs. in weight), tires and construction debris at its sole discretion and upon such terms as Contractor shall specify. In the event that residents may desire pick up of excessive or unusual items, or service not contemplated by this contract, such residents should make independent arrangements with the Contractor. Contractor shall have no obligation whatsoever to collect Hazardous Waste, Infectious Waste or Special Waste.

Debris from lot clearing and construction operations, rock, brush, tree limbs, waste, scrap, building materials, or other trash resulting from construction or major remodeling, resulting from a general cleanup of vacant or improved property just prior to its occupancy, or resulting from sizeable amounts of trees, brush and debris cleared from property in preparation for construction, will not be removed by the Contractor as a part of regular service but may be done for the owner on payment of an extra charge as agreed to between the owner and the Contractor with such payments being made directly to the Contractor.

11.02 Location of Containers and Carts:

- a. Location of Carts for Collection: Each cart must be placed at curbside locations for collection with the lid opening facing the street (i.e. the lid opens from the street side not the curb side). Curbside refers to that portion of right-of-way adjacent to paved or traveled City Roadways. Carts shall be placed as close to the roadway as practicable without

interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any carts not so placed at curbside or any residential refuse not in said cart.

b. Contractor shall provide containers for commercial and industrial units whenever customers request their use. Each container shall be placed in an accessible, outside location on a hard surface according to individual agreement. Contractor may decline to collect refuse in containers not so placed.

11.03 City Annual Clean-up: Unless prohibited by State or Federal Law and/or regulations, Contractor will furnish to the City, at the City's annual clean-up site, a rolloff container, at no charge, for the collection and disposal of packing crates and bulky waste.

12.00 COLLECTION OPERATION:

12.01 Hours of Operation:

a. Collection for Residential Units shall not start before 7:00 a.m. or continue after 7:00 p.m. of the same day. Exception to collection hours shall be effected only on the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

b. Collection for Commercial and Industrial Units shall take place according to individual agreement.

12.02 Routes of Collection:

a. Residential Unit collection routes shall be established by the Contractor. Contractor shall submit to the City the proposed collection routes and schedules within thirty (30) days from the effective date of this Contract. In the event the Contractor desires to change any pickup routes or schedules, Contractor shall give 10 days written notice to the City and to the residents effected by such changes.

b. Commercial and Industrial Unit routes, which includes all container collection routes, shall be established by the Contractor at its sole discretion.

12.03 Holidays:

The following holidays will be observed by the Contractor and services will not be furnished on these days:

- New Year's Day (January 1)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Last Thursday in November)
- Christmas Day (December 25)

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week in the week of said Holiday. Should the Contractor elect to suspend service on any of these days, customers shall be notified by Contractor as of the last scheduled day preceding the Holiday.

12.04 Equipment: The Contractor shall maintain and operate its collection system and equipment in order to render competent and efficient service subject to the terms of this Contract. All equipment, including motor vehicles and trucks necessary for the performance of this franchise shall, at the beginning of the period, be in good condition and repair. The trucks used in collection of garbage shall be all metal, with completely enclosed "packer" type bodies that are designed and manufactured for the collection of garbage and rubbish. Said collection vehicles shall be painted and numbered and shall have Contractor's name and telephone number painted in letters of a contrasting color on each side of the vehicle in a size and type so as to be easily readable from a distance of 50 feet. All vehicles shall be kept in a clean and sanitary condition and shall be cleaned inside and outside at least once each week.

12.05 Collection Complaints: Contractor shall be notified promptly of all complaints and these shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegation is verified, shall arrange for the collection thereof within 24 hours after the complaint is received.

12.06 Contractor shall maintain an office or such other facilities through which it may be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 9:00 a.m. to 5:00 p.m. on regular collection days.

12.07 Disposal of Garbage and Refuse: All garbage and refuse collected for disposal by the Contractor shall be hauled to the landfill or other disposal site and all of said materials shall be disposed of in compliance with the laws of the Federal Government and State of Texas and/or the rules, regulations and standards established or to be established by the Federal Government and the Texas Natural Resources Conservation Commission to include the Texas Air Control Board.

12.08 Point of Contact: All dealings, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City Manager, and by the City to CARLOS G. LEAL, JR., President.

13.00 BASIS AND METHOD OF PAYMENT:

13.01

a. Collection: The Contractor shall submit statements to and collect from all Residential Units and from all Commercial and Industrial Units for services provided by the Contractor pursuant to Section 11.00 at the rate shown in Schedule A attached hereto. Appropriate sales tax shall be added to the listed rates. The rate shown in Schedule A is subject to adjustment in accordance with Section 13.03 or approval by City.

All customers will be billed quarterly, in advance, for the services provided.

b. Sales Tax: Contractor shall have the sole responsibility to collect from all Residential Units, all Commercial and Industrial Units and all customers, any and all applicable sales tax or other similar tax which may be imposed and be due for the services rendered under this Contract and for the reporting and payment thereof to the State of Texas and any other governmental entity which may impose a sales tax or similar tax upon the services to be rendered under this Contract.

13.02 Discontinuance of service by Contractor: Contractor shall discontinue garbage collection service at any unit that falls more than 30 days past due. Contractor shall notify City of service termination and past due status. Contractor shall have the right to pursue said delinquent accounts in an appropriate legal manner.

13.03 Modification to Rates:

a. The fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward to reflect changes in the cost of operations, as reflected by fluctuations in the







may be. Upon request, the Contractor shall furnish to the City reports of the results of all complaints and investigations received and actions taken by Contractor.

22.00 **FORCE MAJEURE:** Neither the Contractor nor the City shall be liable for the failure to wholly perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor.

23.00 **NONDISCRIMINATION:** Contractor shall not discriminate against any person because of race, sex, age, creed, religion or national origin.

24.00 **REPEALER:** All Ordinances, parts of Ordinances and/or Resolutions in conflict herewith are expressly repealed.

25.00 **AUTHORIZATION:** The Mayor of the City is authorized to execute this Contract on behalf of the City of Progreso, Texas.

26.00 **VENUE:** Any suit arising under this Contract must be brought in Hidalgo County, Texas.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents hereby affix our signatures and seals at Progreso, Texas, as of the date hereinabove written. This Contract is executed in multiple originals.

CITY OF PROGRESO a Municipal Corporation  
of HIDALGO COUNTY, TEXAS

BY: *Arturo Valdez*  
MAYOR ARTURO VALDEZ

ATTEST:

(seal)  
*Elizabeth Juarez*  
City Secretary, ELIZABETH JUAREZ



AI-38975

13. F.

**CC CONSENT**

**Meeting Date:** 06/04/2013

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Request for approval of the following:

1. Application for Payment No.2 Retainage Release in the amount of \$29,253.59 from Sascon, Inc. contracted vendor for Lakeview Subdivision (Pct.4) as submitted by Hidalgo County Planning Department (C-CAP-11-123-05-23)
2. Certificate of Construction Completion submitted by project engineer Hidalgo County Planning Department Raul Sesin reflecting the completion date of August 31, 2012 for Lakeview Subdivision. (C-CAP-11-123-05-23)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1312-206-00-000-042-0-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

P.O.#665327

Project has been completed in accordance to the Certificate of Construction and certified by the engineer.

Attachments

Application for Payment No.2 Retainage Release Lakeview Subdivision  
Certificate of Construction

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/29/2013 05:34 PM
Budget & Management	Obdett Calzada	05/30/2013 09:09 AM
Obdett Calzada	Obdett Calzada	05/30/2013 02:06 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Marcie Jackson		Started On: 05/29/2013 09:39 AM
	Final Approval Date: 05/31/2013	

**APPLICATION FOR PAYMENT NO.2 RETAINAGE RELEASE**

To: Hidalgo County Precinct No.4 (OWNER)  
 From: Sascon, Inc. (CONTRACTOR)  
 Contract: C-CAP-11-123-05-23  
 Project: Lakeview Subdivision  
 Owner's Contract No. C-CAP-11-123-05-23 Engineer's Project No. \_\_\_\_\_  
 For Work accomplished through the date of: August 31, 2012

1. Original Contract Price:	\$	292,535.85
2. Net change by Change Order and Written Agreements(+or-):	\$	-
3. Current Contract Price (1 plus 2):	\$	292,535.85
4. Total completed and stored to date:	\$	292,535.85
5. Retainage (per Agreement):		
<u>10%</u> of completed Work:	\$	29,253.59
_____ of stored material		
Total Retainage:	\$	-
6. Total completed and stored to date less retainage (4 minus 5)	\$	292,535.85
7. Less previous Application for Payments:	\$	263,282.26
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$	29,253.59

Accompanying Documentation:

*As per 5/28/13*

**REQ# 195947 P.O.# 665327**  
**3-1312-206-00-000-042-0-000 → \$29,253.59**  
**RNTG PAYBLE-SASCON, INC-PCT4-LAKEVIEW**

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

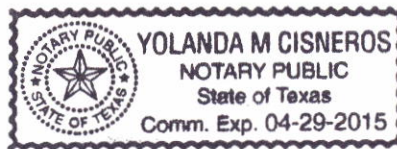
Date 5/28/13

SASCON Inc  
 CONTRACTOR

State of TEXAS  
 County of Hidalgo  
 Subscribed and sworn to before me this 28<sup>th</sup>  
 day of MAY 2013

By: Carol Bloss

Yolanda M. Cisneros  
 Notary Public  
 My Commission expires: 4/29/2015



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 5/28/13

Hidalgo County Planning Dept.  
 ENGINEER

By: [Signature]




Sascon, Inc.  
 10/17/2011  
 8/31/2012  
 Lakeview Subdivision

Contractor Name  
 Starting Date  
 Project Ending Date  
 Engineers / County Project Description

Application No.: 2 Retainage Release  
 Application Date: May 22, 2013  
 Period To:  
 Engineers / County Project No.: J.E. Saenz & Associates, Inc.

Item Code	Description	Unit	Original Schedule Value			Revised Rates	First Month			Second Month			Balance To Finish		
			Quant	Dollars	Original Rates		Monthly Quant	QTY to Date	Item Cost (Monthly)	Monthly Quant	QTY to Date	Item Cost (Monthly)	Total to Date	Quant	Dollars
<b>(905) ROADWAY</b>															
100	Preparing ROW	STA	37.65	11,295.00	\$ -	0.0	37.65	11,295.00	0	0	0	0	37.65	11,295.00	-
152	6" Road Grader Work	SY	11488.00	25,273.60	\$ -	0.0	11488.00	8000.00	0	0	0	0	11488.00	25,273.60	-
152	Roadside Ditch	LF	7530.00	7,530.00	\$ -	0.0	7530.00	5000.00	0	0	0	0	7,530.00	7,530.00	-
247	6" FI Base BS (DC) (TY D Grd 6 CL III)	SY	10787.00	75,509.00	\$ -	0.0	10787.00	0.00	0	0	0	0	10,787.00	75,509.00	-
260	4% Lime Treated for base coarse	TON	79.00	23,700.00	\$ -	0.0	79.00	23,700.00	0	0	0	0	79.00	23,700.00	-
275	4% Cement for road grader work	TON	75.00	22,500.00	\$ -	0.0	75.00	22,500.00	0	0	0	0	75.00	22,500.00	-
310	Prime Coat (MC-30)	GAL	2017.00	8,572.25	\$ -	0.0	2017.00	8,572.25	0	0	0	0	2,017.00	8,572.25	-
340	Asph Conc ACP Surface (TY "D") (1.5") w/prime coat	SY	10087.00	80,696.00	\$ -	0.0	10087.00	80,696.00	0	0	0	0	10,087.00	80,696.00	-
500	Mobilization	LS	1.00	3,000.00	\$ -	0.0	1.00	3,000.00	0	0	0	0	1.00	3,000.00	-
502	Barricades, Signs and Traffic Handling	LS	3.00	1,500.00	\$ -	0.0	3.00	1,500.00	0	0	0	0	3.00	1,500.00	-
530	Turnouts (Asphalt, Concrete, Pavement) (PB-1)	EA	2.00	3,200.00	\$ -	0.0	2.00	3,200.00	0	0	0	0	2.00	3,200.00	-
5249	Temp Sedmt Cont Fence	LF	452.00	2,260.00	\$ -	0.0	452.00	2,260.00	0	0	0	0	452.00	2,260.00	-
5249	Temp Sedmt Cont Fence (Remove)	LF	452.00	2,260.00	\$ -	0.0	452.00	2,260.00	0	0	0	0	452.00	2,260.00	-
<b>Total Roadway</b>				<b>267,295.85</b>				<b>267,295.85</b>						<b>267,295.85</b>	
<b>(906) DRAINAGE</b>															
530	Driveways (Asphalt, Concrete, Pavement)	SY	420.00	9,240.00	\$ -	0.0	420.00	9,240.00	0	0	0	0	420.00	9,240.00	-
556	15" RCP storm drain CL III	LF	390.00	7,800.00	\$ -	0.0	390.00	7,800.00	0	0	0	0	390.00	7,800.00	-
556	18" RCP storm drain CL III	LF	84.00	4,200.00	\$ -	0.0	84.00	4,200.00	0	0	0	0	84.00	4,200.00	-
556	Safety End Treatment	EA	4.00	4,000.00	\$ -	0.0	4.00	4,000.00	0	0	0	0	4.00	4,000.00	-
			0.00	-	\$ -	0.0	0.00	-	0	0	0	0	-	0.00	-
			0.00	-	\$ -	0.0	0.00	-	0	0	0	0	-	0.00	-
			0.00	-	\$ -	0.0	0.00	-	0	0	0	0	-	0.00	-
			0.00	-	\$ -	0.0	0.00	-	0	0	0	0	-	0.00	-
			0.00	-	\$ -	0.0	0.00	-	0	0	0	0	-	0.00	-
			0.00	-	\$ -	0.0	0.00	-	0	0	0	0	-	0.00	-
			0.00	-	\$ -	0.0	0.00	-	0	0	0	0	-	0.00	-
			0.00	-	\$ -	0.0	0.00	-	0	0	0	0	-	0.00	-
<b>Total Drainage</b>				<b>25,240.00</b>				<b>25,240.00</b>						<b>25,240.00</b>	
<b>TOTAL BASE AMOUNTS:</b>				<b>292,535.85</b>				<b>292,535.85</b>						<b>292,535.85</b>	

Print Name: Raul E. Saenz, P.E. Date: 5/28/13  
 Signature: 

<b>CERTIFICATE OF CONSTRUCTION COMPLETION</b>
---

THIS IS TO CERTIFY THAT ON 31<sup>st</sup> DAY OF August, 2012 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: May 23, 2011  
 OWNER: Hidalgo County  
 CONSTRUCTION CONTRACTOR: Sascon, Inc.  
 OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Road & Drainage Construction for Lakeview Subdivision

CONTRACT NO: C-CAP-11-123-05-23  
 Located in or near the City/Precinct Of Hidalgo County Precinct No.4

THIS IS TO CERTIFY”

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

None

2. That the sum of \$0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a “Certificate of Release” starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	<u>\$ 292,535.85</u>
Present Amount of Contract	<u>\$ 292,535.85</u>
Total Amount of earned to Date	<u>\$ 292,535.85</u>
Less: previous payments	<u>\$ 263,282.26</u>
Balance	<u>\$ 29,253.59</u>
Authorized deductions	<u>\$ 0.00</u>
AMOUNTY OF FINAL PAYMENT	<u>\$ 29,253.59</u>

6. That the final payment in the amount of \$ 29,253.59 is now due and payable.

  
\_\_\_\_\_  
Engineer's Signature

**CONCURRED BY:**

SASCON Inc  
Contractor's Name

By: Carol Bloss  
Title: Vice President, Sascon, Inc.

**CONCURRED BY:**

\_\_\_\_\_  
Ramon Garcia

By: Ramon Garcia  
Title: Hidalgo County Judge

AI-38824

13. G.

CC CONSENT

Meeting Date: 06/04/2013

Submitted For: Martha L. Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of the following invoices as submitted by G.A.S. Enterprises, Inc. under Contract #C-11-201-11-29-PO#667949 for Construction Management Services for the "Design and Construction Of A New Constable Building" for Precinct One with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

Invoice #13 for period: 12/27/12 to 01/26/13-\$468.46

Invoice #14 for period: 01/27/13 to 02/26/13-\$468.46

Invoice #15 for period: 02/27/13 to 03/26/13-\$468.46

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1336-421-00-00-220-042-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO 667949 for G.A.S. Enterprises, Inc.

Amount available as of 5/30/2013 \$6,537.30

Less Invoices (13,14 and 15) in a total of \$1,405.38

Amount o/s pending to be paid \$5,131.92

Attachments

Invoice Information 13,14 & 15

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/23/2013 10:31 AM
Budget & Management	Obdett Calzada	05/23/2013 01:27 PM
Obdett Calzada	Obdett Calzada	05/31/2013 02:26 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Vangie Garcia		Started On: 05/16/2013 04:15 PM
	Final Approval Date: 05/31/2013	

# INVOICE FOR CONSTRUCTION MANAGEMENT SERVICES

REQUEST FOR PAYMENT NO: Thirteen (13)

FOR PERIOD: 12/27/12 TO 1/26/13

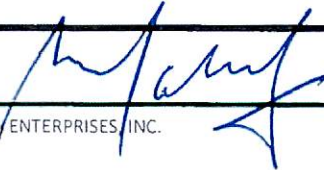
TO OWNER: COUNTY OF HIDALGO, TEXAS  
C/O HIDALGO COUNTY PURCHASING DEPARTMENT  
EDINBURG, TEXAS 78539

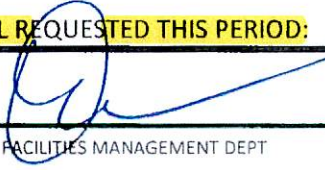
PROJECT: PRECINCT ONE: NEW CONSTABLE BUILDING FOR PRECINCT NO 1  
CONTRACT NO.: C-11-201-11

FROM: G.A.S. ENTERPRISES, INC.  
635 W. EDINBURG AVE  
ELSA, TEXAS 78543

P.O.#: 667949

SCOPE OF SERVICES	TOTAL AMOUNT	MONTH	MONTHLY DRAW	CUMULATIVE AMOUNT DRAW	REMAINING AMOUNT BALANCE	REQUESTED THIS PERIOD
Basic Services @ 6% of Architect's Estimate of \$653,730.00	\$39,223.80	12	\$0.00	\$39,223.80	\$0.00	\$0.00
Amend Contract 12/18/12 to 6% of \$724,000.00	\$4,216.20	13	\$468.46	\$468.46	\$3,747.74	\$468.46
<b>TOTAL REQUESTED THIS PERIOD:</b>						<b>\$468.46</b>

 4/24/13  
G.A.S. ENTERPRISES, INC. DATE

  
FACILITIES MANAGEMENT DEPT DATE

GOOD SERVICES RECEIVED BY:  
Nancy Flores ON 12/19 11/25/13  
INVOICE RECEIVED BY:  
Nancy Flores ON 5/14/13

## CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 13 FOR PERIOD: 12/27/12 TO 1/26/13

DATE OF REPORT: 1/27/13 EST. % OF COMPLETION: 18%

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): Behind

### OBSERVATIONS:

12/27/12:

1. Response from Rick Gil w/ L&G – Will submit all test reports to City of Weslaco per req.
2. Spoke to Juan DeLeon w/IT Dept re: Info needed by City of Weslaco Code Enforce.
3. Spoke to Raul Sesin re: Conduit exit from Bldg. for Parking Lot light poles

12/28/12:

1. Meeting w/George Garcia, PA, re: FDC line; riser locations; sewer line sizing
2. Rec'd spec sheets on the card readers and door hardware

1/4/13:

Rec'd copy of Contract Amendment between County & G.A.S.

1/7/13:

1. Met with George Garcia to discuss Knox Box for Bldg & 6' reflective sign
2. Met w/ George Garcia & GC @ jobsite – discussed progress of Project

1/9/13:

1. Meeting w/George Garcia, Constable Avila, GC – re: progress of Project, discussed  
Discrepancy of #8 parking lot lights

CONTINUED

ATTACHMENTS: No

REPORT BY: Rene Salinas

## CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 13 FOR PERIOD: 12/27/12 TO 1/26/13

DATE OF REPORT: 1/27/13 EST. % OF COMPLETION: \_\_\_\_\_

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): \_\_\_\_\_

**OBSERVATIONS:**

CONTINUED

Page 2

2. Sent PDF File to Weslaco Code Enforcement for review of drawings by PA re: room changes & placement of generator

1/10/13:

Discussed parking lot light poles w/George Garcia

1/13/13:

1. Called meeting w/all participants to discuss status of Project w/new Comm. A.C. Cuellar for 1/17/13

2. Requested up-dated Schedule of Work from Holchemont

1/16/13:

Holchemont provided revised Schedule of Work

CONTINUED

**INFORMATION OR ACTION REQUIRED:**

**ATTACHMENTS:**

**REPORT BY:**

## CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 13 FOR PERIOD: 12/27/12 TO 1/26/13

DATE OF REPORT: 1/27/13 EST. % OF COMPLETION: \_\_\_\_\_

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): \_\_\_\_\_

**OBSERVATIONS:**

CONTINUED

Page 3

1/17/13:

1. Resent email dated 12/27/12 to Weslaco Code Enforcement re: re-location of Door #3 & generator due to non-response

2. Meeting w/Comm. A.C. Cuellar cancelled by his staff. Re-scheduled for 1/22/13

1/18/13:

1. Request by Holchemont for status of changes. Forwarded to George Garcia for response to Holchemont

2. Email from Weslaco Code Enforcement - ok'd relocation of Door #3 & submitted info re: generator placement

3. Al Perez, CM Assist., visisted jobsite, noticed that Holchemont was ready to begin w/north wall & not re-located Door #3 as directed. Perez called me and both George

CONTINUED

**INFORMATION OR ACTION REQUIRED:**

ATTACHMENTS: N/A

REPORT BY: \_\_\_\_\_

## CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 13 FOR PERIOD: 12/27/12 TO 1/26/13

DATE OF REPORT: 1/27/13 EST. % OF COMPLETION: \_\_\_\_\_

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): \_\_\_\_\_

**OBSERVATIONS:**

CONTINUED

Page 4

Garcia & myself proceeded to direct Holchemont to desist. Holchemont did not

1/21/13:

1. George Garcia submitted email to Holchemont to stop North wall going up.

Holchemont responded

2. 1/22/13 meeting with Comm. Cuellar cancelled due to death in family

1/22/13:

Holchemont submitted letter from AEP requesting info for main power pole – Forwarded

to George Garcia

1/23/13:

1. Communication w/Purchasing re: Changes to the work.

2. Meeting w/Constable Avila re: Holchemont disregard of moving Door #3

CONTINUED

**INFORMATION OR ACTION REQUIRED:**

**ATTACHMENTS:**

**REPORT BY:**

# CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 13 FOR PERIOD: 12/27/12 TO 1/26/13

DATE OF REPORT: 1/27/13 EST. % OF COMPLETION: \_\_\_\_\_

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): \_\_\_\_\_

**OBSERVATIONS:**

CONTINUED

Page 5

1/24/13:

1. George Garcia notified Purchasing re: Change Order #1

2. Meeting w/Holchemont re: Camera heights, boxes for access controls, AEP easement for line & transformer

GOOD SERVICES RECEIVED BY:  
~~ON~~  
INVOICE RECEIVED BY:  
~~UN~~

INFORMATION OR ACTION REQUIRED:

ATTACHMENTS:

REPORT BY:

## INVOICE FOR CONSTRUCTION MANAGEMENT SERVICES

REQUEST FOR PAYMENT NO: Fourteen (14)

FOR PERIOD: 1/27/13 TO 2/26/13

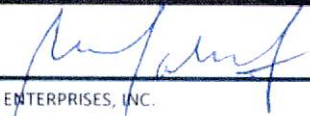
TO OWNER: COUNTY OF HIDALGO, TEXAS  
C/O HIDALGO COUNTY PURCHASING DEPARTMENT  
EDINBURG, TEXAS 78539

PROJECT: PRECINCT ONE: NEW CONSTABLE BUILDING FOR PRECINCT NO 1  
CONTRACT NO.: C-11-201-11

FROM: G.A.S. ENTERPRISES, INC.  
635 W. EDINBURG AVE  
ELSA, TEXAS 78543

P.O.#: 667949

SCOPE OF SERVICES	TOTAL AMOUNT	MONTH	MONTHLY DRAW	CUMULATIVE AMOUNT DRAW	REMAINING AMOUNT BALANCE	REQUESTED THIS PERIOD
Basic Services @ 6% of Architect's Estimate of \$653,730.00	\$39,223.80	12	\$0.00	\$39,223.80	\$0.00	\$0.00
Amend Contract 12/18/12 to 6% of \$724,000.00	\$4,216.20	14	\$468.46	\$936.92	\$3,279.28	\$468.46
<b>TOTAL REQUESTED THIS PERIOD:</b>						<b>\$468.46</b>

 4/24/13  
G.A.S. ENTERPRISES, INC. DATE

\_\_\_\_\_  
FACILITIES MANAGEMENT DEPT DATE

## CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 14 FOR PERIOD: 1/27/13 TO 2/26/13

DATE OF REPORT: 2/27/13 EST. % OF COMPLETION: 55%

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): Behind

### OBSERVATIONS:

1/29/13:

Met w/George Garcia re: final disposition of Door #3 & Window #1

1/30/13:

1. Spoke to George Garcia to start process re: Change Order #1

2. Constable Avila selected mortar for rose colored CMU - Lambert SW #219

1/31/13:

Rec'd proposal from GC to install FDC line. Responded to GC & George to disregard proposal due to being in Civil work

2/4/13:

Requested GMES to re-stake northwest corner of property

2/5/13:

1. Requested PA to report on status of change orders

2. Project Status Meeting at Precinct 1 Meeting Room to up-date Comm. Cuellar & staff

2/7/13:

1. Tile selections made for restrooms

CONTINUED

ATTACHMENTS: No

REPORT BY: Rene Salinas

**CONSTRUCTION MANAGER'S MONTHLY REPORT**

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 14 FOR PERIOD: 1/27/13 TO 2/26/13

DATE OF REPORT: 2/27/13 EST. % OF COMPLETION: \_\_\_\_\_

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): \_\_\_\_\_

**OBSERVATIONS:**

CONTINUED

Page 2

2/11/13:

Meeting at Purchasing re: Holchemont's Pay App

2/15/13:

1. Welding inspection not pass. Re-inspected by L&G – Passed

2. Rec'd cost estimate from George Garcia re: covered walkway & carports

2/20/13:

Inspection submitted to Purchasing re: Change Order #1 & #2

2/21/13:

1. Meeting w/Constable Avila at 9:00 AM to discuss Change Order #1 & #2

2. Meeting w/Vangie @ approx. 11:00 AM to discuss Change Order #1 & #2 & what

CONTINUED

**INFORMATION OR ACTION REQUIRED:**

**ATTACHMENTS:**

**REPORT BY:**

# CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 14 FOR PERIOD: 1/27/13 TO 2/26/13

DATE OF REPORT: 2/27/13 EST. % OF COMPLETION: \_\_\_\_\_

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): \_\_\_\_\_

**OBSERVATIONS:**

CONTINUED

Page 3

process to initiate

3. Send email to Holchemont for not work to be done @ Rooms 107 thru 110. Constable

Avila called me to inform that walls at Rm 107-110 were being raised. Sent email to

Holchemont to cease work on those walls

4. Issued re-cap of meeting w/Vangie

2/22/13:

1. Request to George Garcia regarding pricing for changes at Rms 107,108,109,110

2. Discussed Change Order #2 w/George & yesterday's meeting w/Vangie regarding

CO #2

3. Requested again from Vangie directioan for processing Change Order 1 & 2

CONTINUED

**INFORMATION OR ACTION REQUIRED:**

**ATTACHMENTS:**

**REPORT BY:**

## CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 14 FOR PERIOD: 1/27/13 TO 2/26/13

DATE OF REPORT: 2/27/13 EST. % OF COMPLETION: \_\_\_\_\_

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): \_\_\_\_\_

**OBSERVATIONS:**

CONTINUED

Page 4

2/25/13:

George Garcia submitted CCD #1

2/26/13:

1. Met w/George at 8:00 AM to review CCD #1

2. Met w/Holchemont @ jobsite (Weekly Progress Meeting) discussed AEP easement

3. Asked Raul Sesin to update status of AEP easement & he responded that City of

Weslaco was in review process

**INFORMATION OR ACTION REQUIRED:**

**ATTACHMENTS:**

**REPORT BY:**



## CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 15 FOR PERIOD: 2/27/13 TO 3/26/13

DATE OF REPORT: 3/27/13 EST. % OF COMPLETION: 70%

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): Behind

### OBSERVATIONS:

3/27/13:

1. Completion of items comprising Field Directive No. 1 (FD1) & proposed Change Order

#2. FD1 will transfer into CO 1

2. Informed by Holchemont that condition at top of CMU at east exterior wall resulted in an opening

3. Response by Purchasing re: processing of Change Orders

4. Directive from PA for Holchemont to proceed with FD1

5. Holchemont still not sure of placement of generator pad

2/28/13:

1. Met w/George at jobsite to analyze opening at east top wall

2. Email from Vangie re: various problems w/Holchemont regarding their pay apps

3/1/13:

Contacted Weslaco Code Enforcement re: regs for generator placement

3/4/13:

1. Transmittal #87 from Holchemont re: Ext. Door #3. CM analysis - Holchemont

CONTINUED

ATTACHMENTS: No

REPORT BY: Rene Salinas

## CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 15 FOR PERIOD: 2/27/13 TO 3/26/13

DATE OF REPORT: 3/27/13 EST. % OF COMPLETION: \_\_\_\_\_

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): \_\_\_\_\_

**OBSERVATIONS:**

CONTINUED

Page 2

disregarded field directive to relocate Door #3

2. Status of RFI log

3/5/13:

1. Written response from Weslaco Code Enforcement re: placement of generator pad -

Forwarded to PA to do drawing and submit to GC (cc'd GC)

2. Meeting w/Weslaco Fire Marshal, Tom Dimas, at jobsite re: FDC work & certification of

trade. Sent email to Raul Sesin to contact Fire Marshal & confirm

3. Fire Marshal was provided revised drawings to floorplan changes

3/6/13:

Rec'd email from Fire Marshal Dimas to re-cap meeting of 3/5. Forwarded to Raul Sesin

CONTINUED

**INFORMATION OR ACTION REQUIRED:**

**ATTACHMENTS:**

**REPORT BY:**

## CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 15 FOR PERIOD: 2/27/13 TO 3/26/13

DATE OF REPORT: 3/27/13 EST. % OF COMPLETION: \_\_\_\_\_

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): \_\_\_\_\_

**OBSERVATIONS:**

CONTINUED

Page 3

3/7/13:

Notified by Raul Sesein that AEP had approved location of easement for electrical line & transformer and had been submitted to Weslaco for review and approval

3/11/13:

1. Weekly Progress Meeting at 9:00 AM

2. Met w/PA and Holchemont @ 2:00 pm, discussed changes per Field Directive #1 when we got to issue re: relocation of Door #3, Mr. Montalvo became agitated and abruptly left the meeting. Vangie was informed of this meeting

3/12/13:

Rec'd Transmittals #91, #92, #93 from Holchemont

CONTINUED

**INFORMATION OR ACTION REQUIRED:**

**ATTACHMENTS:**

**REPORT BY:**

## CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 15 FOR PERIOD: 2/27/13 TO 3/26/13

DATE OF REPORT: 3/27/13 EST. % OF COMPLETION: \_\_\_\_\_

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): \_\_\_\_\_

**OBSERVATIONS:**

CONTINUED

Page 5

2. Initial contact w/Oscar Garza, Liaison Coord. & requested meeting. Informed

Constable Avila

3/21/13:

Initial meeting w/Oscar Garza, designated Liaison Coord. @ Purchasing Dept.

3/25/13:

Meeting at Purchasing w/Oscar Garza. Then went to jobsite

3/26/13:

1. Rec'd from George Garcia revised floor plans for all changes relative to CCD #1

2. Communication w/Oscar Garcia to clarify who is responsible for pending parking

lot conduit

**INFORMATION OR ACTION REQUIRED:**

**ATTACHMENTS:**

**REPORT BY:**

AI-38997

13. H.

CC CONSENT

Meeting Date: 06/04/2013

Submitted For: Ray Eufrazio, CPA, HCAuditor

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting clarification through an "Amendment" to Sole Source Declaration for Weidenhammer (CC 12-18-2012) to reflect and include a sub-contractor, specifically, Excel Software Professionals, Ltd.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-21-170-001-0-336

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Amount available for requisition# 235355 as of 5-31-13 \$1,800.00 for EXCEL SOFTWARE PROFESSIONALS, LTD.

Attachments

Weidenhammer Documentation

AMENDED SOLE SOURCE DECLARATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/30/2013 02:10 PM
Budget & Management	Obdett Calzada	05/30/2013 04:07 PM
Manuel Chapa	Manuel Chapa	05/31/2013 01:33 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Marty Salazar		Started On: 05/29/2013 04:14 PM
	Final Approval Date: 05/31/2013	



Ref. 235355



**Excel Software Professionals, Ltd.**

6860 Exchequer Dr  
Baton Rouge, LA 70809

225.756.5496

# Proposal

**Proposal Date:** 4/18/2013

**Proposal #:** 3288

**Project:**

**Bill To:**

Hidalgo County Auditors Office  
Attn: Alex Mortera  
100 E. Cano  
Edinburg, TX 78539

Description	Qty / Gross	Rate	Total
1. Allowance for setup of alio test area and review with customer the setup process and steps for maintaining the test area.	8	150.00	1,200.00T
2. Allowance for customer followup questions/issues after test area setup.	4	150.00	600.00T
Out-of-state sale, exempt from sales tax		0.00%	0.00
<b>Total</b>			<b>\$1,800.00</b>

*[Signature]*  
4/22/13

**Fwd: Req. 235355**

**From :** Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Wed, May 29, 2013 01:29 PM

**Subject :** Fwd: Req. 235355

 3 attachments

**To :** josephine.ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, victor garza <victor.garza@da.co.hidalgo.tx.us>, michael garza <michael.garza@da.co.hidalgo.tx.us>

**Cc :** darlene bentancourt <darlene.bentancourt@co.hidalgo.tx.us>, Tanya De Lira <tanya.delira@co.hidalgo.tx.us>, Maria Medina <maria.medina@auditor.co.hidalgo.tx.us>, Linda Fong <linda.fong@auditor.co.hidalgo.tx.us>

Counselors:

Attached for your review is a sole source declaration approved by CC in Dec. 2012. I need clarification on an issue that has arisen from a requisition from the Hidalgo County Auditor's Office for some services required on the ALIO system. However, the requisition is for a company (Excel Shofware Professionals, Ltd.) that has a "sub-contractor" relationship with the sole sourced vendor, Weidenhammer. Does the information through the Auditor suffice to place an item on CC to "amend" the existing sole source declaration for Weidenhammer to include this company? Please respond.

Thanks,  
Marty

PS We would include the explanation below as part of the "clarifying/amendment" to the Sole Source Declaration.

**From:** "Maria Medina" <maria.medina@auditor.co.hidalgo.tx.us>

**To:** "Liza Lopez" <liza.lopez@co.hidalgo.tx.us>

**Cc:** "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>, "Matilde Faz" <matilde.faz@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>

**Sent:** Wednesday, May 29, 2013 11:44:50 AM

**Subject:** Req. 235355

Please give me status on this requisition. Are we still lacking information? NIGP codes are in and Linda emailed information regarding their relationship to Weidenhammer on May 23.

Thank you for your prompt response. Have a great Wednesday!

**Maria D. (Susie) Medina**

Administrative Assistant  
Hidalgo County Auditor's Office  
2808 S. Bus. Hwy. 281  
Edinburg, TX 78539  
956-318-2511 ext. 4602  
[maria.medina@auditor.co.hidalgo.tx.us](mailto:maria.medina@auditor.co.hidalgo.tx.us)

**From :** Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Sat, May 25, 2013 04:01 PM

**Subject :** Fwd: ESP Memo

 2 attachments

**To :** Tanya De Lira <tanya.delira@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

**Cc :** Linda Fong <linda.fong@auditor.co.hidalgo.tx.us>

Ladies:

Find the AI where we "sole sourced" Weidenhammer. Then, Ms. Darlene, assign a clarification AI to one of the C/Mgrs. so as to "clarify" the sole source by adding this exclusive Certified Business Associate to Weidenhammer.

Thanks,  
Marty

**From:** "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>

**To:** "Martha L. Salazar" <martha.salazar@co.hidalgo.tx.us>

**Cc:** "matilde faz" <matilde.faz@co.hidalgo.tx.us>, "liza lopez" <liza.lopez@co.hidalgo.tx.us>, "Maria \"Susie\" Medina" <maria.medina@auditor.co.hidalgo.tx.us>

**Sent:** Thursday, May 23, 2013 9:11:46 AM

**Subject:** FW: ESP Memo

Please see email below from Weidenhammer regarding their relationship with ESP. Let me know if this will suffice.

Linda Fong  
First Assistant Auditor  
Hidalgo County Auditor's Office

**From:** Alejandro Mortera [mailto:alejandromortera@auditor.co.hidalgo.tx.us]

**Sent:** Thursday, May 23, 2013 8:47 AM

**To:** Linda Fong

**Subject:** FW: ESP Memo

This is the response I received from Ms. Kathy Dean and she would like to know if we need what she wrote below in a letter.


**From:** Kathy Dean [<mailto:kdean@hammer.net>]  
**Sent:** Thursday, May 23, 2013 8:14 AM  
**To:** Alejandro Mortera  
**Subject:** RE: ESP Memo

Hello Alex,

Excel Software Professionals (ESP) is a Certified Business Associate (CBA) with Weidenhammer and is approved to provide Services and Support for our alio customers in Texas and Louisiana. Hidalgo first started the Web migration process back in September 2011 before we had asked ESP to assist with support for our Texas and Louisiana customers, so Weidenhammer has been handling those services. However, any new training requests that come in from Texas and Louisiana customers are generally offered to the CBA first.

Please let me know if you need this in a letter. I can certainly do that for you.

Thank you!  
 Kathy

Kathy Dean  
  
 Education Solutions Division  
 935 Berkshire Boulevard  
 Wyomissing, PA 19610  
 Phone: 800-914-9879 or 610-378-1149, ext. 8227  
 Fax: 610-396-4820  
[kdean@hammer.net](mailto:kdean@hammer.net)  
 Visit us on the Web at <http://www.hammer.net>



**From:** Alejandro Mortera [<mailto:alejandro.mortera@auditor.co.hidalgo.tx.us>]  
**Sent:** Tuesday, May 21, 2013 6:10 PM  
**To:** Kathy Dean  
**Subject:** ESP Memo

Hello Ms. Dean,

We have a requisition for ESP for some contract work on the system that is on hold because our Purchasing Department has a question regarding who is contracted to do maintenance or changes to our system. The issue was reported to Weidenhammer but ESP will do the actual work. The quote for the work was submitted by ESP. Since the maintenance agreement is with Weidenhammer, our Purchasing Department is requesting a memo or document that describes the relationship between Weidenhammer and ESP. Let me know if you have any questions.

 **image001.jpg**  
 2 KB [View](#) [Download](#)

 **image002.png**  
 18 KB [View](#) [Download](#)

[Download all attachments](#)

**From :** Tanya De Lira <[tanya.delira@co.hidalgo.tx.us](mailto:tanya.delira@co.hidalgo.tx.us)>  
**Subject :** Weidenhammer Sole Sourced  
**To :** Martha Salazar <[martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)>

Wed, May 29, 2013 11:53 AM

[1 attachment](#)

As per your request!!!

Tanya De Lira  
 Hidalgo County Purchasing Department  
 2812 S. Business Hwy 281  
 Edinburg, Texas 78539  
 O 956 292 7000 x 4878  
 F 956 292 7612

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 **Weidenhammer.pdf**  
251 KB [View](#) [Download](#)

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 **Req. 235355 Excel Software Professionals.pdf**  
675 KB

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*Handwritten text, possibly a signature or date, is visible in the lower center of the page.*

**AI-35522**

**Purchasing Department 19. E. 1.**

**CC REGULAR**

**Meeting Date:** 12/18/2012

**Submitted For:** Martha Salazar

**Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Information**

**CAPTION**

a. Requesting clarification and approval to amend the Sole Source Declaration (previously approved by CC on December 20, 2011-AI#30195) with Weidenhammer Systems Corporation for the continuous services of the Alio maintenance and support agreement services as well as any future purchases of equipment, license, software, maintenance and support services for Auditor's Office Alio in place through the life term of the equipment/software/hardware/maintenance/support services in place; and

b. Approval to pay the annual maintenance and support renewal fees in the amount of \$38,270.00 for fiscal year 01/01/13-12/31/13 including the signing of required documents by County Judge or Court Member.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2013

**ACCT. #:** 3-1100-415-21-170-001-0-336

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

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

**BUDGETARY IMPACT:**

2013 Budgeted amount is \$41,000.00.

**Attachments**

Previous Agenda

Renewal Documentation

**CORRESPONDENCE**

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	12/13/2012 12:56 PM
Budget & Management	Obdett Calzada	12/13/2012 02:05 PM
Erika Zamora	Erika Zamora	12/14/2012 02:49 PM
Auditor's Office	Monica Badillo	12/14/2012 05:37 PM
Form Started By: Vangie Garcia		Started On: 11/30/2012 10:52 AM
Final Approval Date: 12/14/2012		

AI-30195

20. A. 8.

CC REGULAR

Meeting Date: 12/20/2011

Submitted For: Martha L. Salazar

Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7)-"Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies" in connection with the "Maintenance and Support Services Agreement" with Weidenhammer Systems Corporation;

b. Approval of a "Sole Source Declaration" with authority to purchase and enter into a 12 month renewal maintenance and support services agreement with Weidenhammer Systems Corporation as required by the Auditor's Office in the amount of \$37,151.00 for fiscal year 01/01/12-12/31/2012 including the signing of required documents by County Judge or Court Member.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-415-21-170-001-0-336

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

2012 Budget \$41,000.

Attachments

- Government Code
- Renewal Agreement
- 2012 Budget
- Sole Source Memo

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/15/2011 09:54 AM
Budget & Management	Merlen P. Munoz	12/15/2011 09:55 AM
Erika Zamora	Erika Zamora	12/15/2011 04:14 PM
Auditor's Office	Angela Garcia	12/16/2011 01:30 PM
Form Started By: Blanca Mayorga		Started On: 12/14/2011 03:42 PM
Final Approval Date: 12/16/2011		

Chapter 271.

(b) The requirements established by Subsection (a) apply to contracts for which payment will be made from current funds or bond funds or through time warrants. Contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271). Contracts for which payment will be made through anticipation notes are subject to the competitive bidding provisions of The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271) in the same manner as certificates of obligation.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, § 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003.

§ 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source,

including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and



PURCHASING DEPARTMENT  
County Of Hidalgo

## MEMORANDUM

“SOLE SOURCE DECLARATION”

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent *mls*

DATE: December 14, 2011

RE: “Sole Source Declaration” – Weidenhammer Systems Corporation

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The Hidalgo County Auditor's Office/Department possesses and utilizes the current financial account system since 2001's upgrade approved by Hidalgo County Commissioners Court which includes a Software License, Maintenance and Support Agreement.

In 2007 the original vendor information Design, Inc. was acquired by Weidenhammer Systems Corporation. Maintenance Renewal for the financial accounting system has continued under Weidenhammer as they have proprietary ownership of the license and software used by Hidalgo County Auditor;

Therefore, the Hidalgo County Auditor's Office requires the continued renewal of the Software License, Maintenance and Support Agreement with Weidenhammer Systems Corporation.



RECEIVED BY  
alio Maintenance Renewal COUNTY AUDITOR

2012 SEP 25 AM 9 42

MR ALEJANDRO MORTERA  
HIDALGO COUNTY AUDITOR'S OFFICE  
ATTN ALEJANDRO MORTERA  
2808 S BUSINESS HWY 281  
EDINBURG, TX 78539

Current Contract End Date: 12/31/12

On behalf of the Weidenhammer Education Solutions Team, thank you for your continued confidence in our administrative software solutions. Our Team has grown in numbers over this past year, and as a result we have been able to provide your district with numerous releases as we strive to deliver superior products and support. We are sending you this letter because your annual application support contract is about to expire. To ensure that support for your administrative software products remains uninterrupted, we encourage you to renew this support.

Weidenhammer's Maintenance Renewal Authorization provides a summary description of Alio applications for which you receive support. This signed Alio Maintenance Renewal Authorization needs to be returned to the attention of Shelly Stoffer, Sr. Administrator, prior to your contract end date. Completed forms can be faxed to (610) 396-4846.

Additionally, please review the enclosed Memo concerning our new Extended maintenance plans.

**Note: Please verify the contact information is correct. If any of this information is incorrect, please mark the change(s) on the Alio Maintenance Renewal Authorization Sheet so we can update our Call Tracking System.**

Product Description	Maintenance Renewal Fee
HUMAN RESOURCE SYSTEM	\$11,347.00
SALARY ADMINISTRATION	\$2,212.00
SALARY ADMIN/POSITION CONTROL	\$2,435.00
FINANCIAL ACCOUNTING SYSTEM	\$11,265.00
BUDGETARY PREPARATION SYSTEM	\$3,317.00
CHECK RECONCILIATION SYSTEM	\$480.00
ORACLE DB STANDARD EDITION	\$980.00
FIXED ASSET INVENTORY SYSTEM	\$2,318.00
ORACLE APP ENTERPRISE EDITION	\$3,916.00
<b>Total</b>	<b>\$38,270.00</b>

Thank you for partnering with Weidenhammer for your administrative software solutions needs. I want to personally assure you of our utmost efforts to ensure the success of our partnership. Moreover, we are hopeful of maintaining a long and mutually beneficial relationship.

In closing, allow me to thank you for the confidence expressed in Weidenhammer. If, at any time, you have questions or need the assistance of myself or our staff, please do not hesitate to call.

Very truly yours,

Samuel Morgan, Director  
Weidenhammer Systems Corporation



**M E M O**

**TO:** Weidenhammer alio® Clients  
**FROM:** Sam Morgan, Vice President  
Education Solutions Division  
**DATE:** June 18, 2012  
**SUBJECT:** **INTRODUCING NEW EXTENDED MAINTENANCE PLANS FOR  
2012 - 2013**

Weidenhammer is pleased to announce the addition of four new Extended Maintenance plans for fiscal year 2012-2013!

Our **Basic** annual maintenance plan offering remains the same as last year. As always, it includes phone support and free recorded web training sessions for fiscal and calendar year end.

In addition to phone support and free recorded web training sessions for year end, our new **Bronze** Plan includes the ability to register one person to go to our user conference, including registration fees, hotel, airfare from a major airport in your State, and meals once the conference starts.

Our new **Silver** plan is the same as the Bronze plan, above; however, instead of 1 person, you may register 2 people to attend our user conference.

Our new **Gold** plan is the same as the Bronze plan, but allowing you to register 4 people to attend our user conference.

Our new **Platinum** plan is the same as the Bronze plans, but allowing you to register 6 people to attend our user conference.

We trust that you will recognize the value in these new offerings and make it easier for some of you to attend our user conference.

Please review your Maintenance Renewal Authorization and record your selection on the authorization. The authorization should be signed, dated, and mailed to Weidenhammer with your selection.

If you have any questions, please contact me at extension 8637, or (800) 245-7895.

Thank you!

SCANNED

SEP 25 2012

INITIALS: 



## alio Maintenance Renewal Authorization

MR ALEJANDRO MORTERA  
HIDALGO COUNTY AUDITOR'S OFFICE  
ATTN ALEJANDRO MORTERA  
2808 S BUSINESS HWY 281  
EDINBURG, TX 78539

**Current Contract End Date: 12/31/12**

### Maintenance Renewal Summary

**Please read, sign and fax this form back to Weidenhammer at 610-396-4846 in order to renew your Maintenance Agreement. Note: If you require our invoice to include your purchase order number on it, then please fax your PO along with this form.**

Specified below is a summary description of the Maintenance Renewal for which Weidenhammer Systems Corporation (WSC) is requesting authorization to invoice your District.

**Note: Please verify that the contact information is correct. If any of this information is incorrect, please mark the change(s) on this sheet so we can update our Call Tracking System.**

**Additionally, we ask that you check the appropriate box below for your new Extended Maintenance election.**

<b>Product Description</b>	<b>Maintenance Renewal Fee</b>
HUMAN RESOURCE SYSTEM	\$11,347.00
SALARY ADMINISTRATION	\$2,212.00
SALARY ADMIN/POSITION CONTROL	\$2,435.00
FINANCIAL ACCOUNTING SYSTEM	\$11,265.00
BUDGETARY PREPARATION SYSTEM	\$3,317.00
CHECK RECONCILIATION SYSTEM	\$480.00
ORACLE DB STANDARD EDITION	\$980.00
FIXED ASSET INVENTORY SYSTEM	\$2,318.00



## alio Maintenance Renewal Authorization

ORACLE APP ENTERPRISE EDITION \$3,916.00

**Total** **\$38,270.00**

Plan	AMOUNT	
Basic	0	
Bronze	\$2,545	
Silver	\$5,090	
Gold	\$10,180	
Platinum	\$15,270	

WE HAVE READ AND AGREE TO THE RENEWAL INFORMATION AND CONDITIONS OF THE PROJECT DESCRIBED ABOVE AND AUTHORIZE WEIDENHAMMER SYSTEMS CORPORATION TO INVOICE US FOR THIS ONGOING CIMS SUPPORT. WE RECOGNIZE THAT BY SIGNING THIS DOCUMENT, WE INDICATE OUR DESIRE TO PARTICIPATE IN THE UPCOMING ANNUAL SUPPORT/ENHANCEMENT PLAN.

---

Authorized Signature

---

Print name, title, and date:



# Weidenhammer

935 Berkshire Blvd.  
Wyomissing, PA 19810  
(610) 378-1149

Fax (610) 378-9409

RECEIVED BY  
COUNTY AUDITOR

2011 DEC 6 AM 9 40

HIDALGO COUNTY AUDITOR'S OFFICE  
ATTN ALEJANDRO MORTERA  
2808 S BUSINESS HWY 281  
EDINBURG, TX 78539

### Invoice

Invoice # 133342  
Date 12/06/2011

Customer: 816

PO# RENEWAL		
HUMAN RESOURCE SYSTEM	01/01/12 - 12/31/12	11016.00
SALARY ADMINISTRATION	01/01/12 - 12/31/12	2147.00
SALARY ADMIN/POSITION CONTROL	01/01/12 - 12/31/12	2364.00
FINANCIAL ACCOUNTING SYSTEM	01/01/12 - 12/31/12	10936.00
BUDGETARY PREPARATION SYSTEM	01/01/12 - 12/31/12	3220.00
CHECK RECONCILIATION SYSTEM	01/01/12 - 12/31/12	466.00
ORACLE DB STANDARD EDITION	01/01/12 - 12/31/12	951.00
FIXED ASSET INVENTORY SYSTEM	01/01/12 - 12/31/12	2250.00
ORACLE APP ENTERPRISE EDITION	01/01/12 - 12/31/12	3801.00
37151.00		

Terms

Payment Expected By 01/05/2012

Total Amount of Invoice \$37,151.00



# Weidenhammer

## Alto Maintenance Renewal

RECEIVED  
COUNTY AUDITOR  
2011 SEP 26 PM 3 59

MR ALEJANDRO MORTERA  
HIDALGO COUNTY AUDITOR'S OFFICE  
ATTN ALEJANDRO MORTERA  
2808 S BUSINESS HWY 281  
EDINBURG, TX 78539

Contract End Date: 12/31/11

Dear MR ALEJANDRO MORTERA,

On behalf of the Weidenhammer Education Solutions Team, thank you for your continued confidence in our administrative software solutions. Our Team has grown in numbers over this past year, and as a result we have been able to provide your district with numerous releases as we strive to deliver superior products and support. We are sending you this letter because your annual application support contract is about to expire. To ensure that support for your administrative software products remains uninterrupted, we encourage you to renew this support.

Weidenhammer's Maintenance Renewal Authorization provides a summary description of Alto applications for which you receive support. This signed Alto Maintenance Renewal Authorization needs to be returned to the attention of Shelly Grier, Sr. Administrator, prior to your contract end date. Completed forms can be faxed to (610) 396-4846.

**Note: Please verify the contact information is correct. If any of this information is incorrect, please mark the change(s) on the Alto Maintenance Renewal Authorization Sheet so we can update our Call Tracking System.**

Product Description	Maintenance Renewal Fee
HUMAN RESOURCE SYSTEM	\$11,016.00
SALARY ADMINISTRATION	\$2,147.00
SALARY ADMIN/POSITION CONTROL	\$2,364.00
FINANCIAL ACCOUNTING SYSTEM	\$10,936.00
BUDGETARY PREPARATION SYSTEM	\$3,220.00
CHECK RECONCILIATION SYSTEM	\$466.00
ORACLE DB STANDARD EDITION	\$951.00
FIXED ASSET INVENTORY SYSTEM	\$2,250.00
ORACLE APP ENTERPRISE EDITION	\$3,801.00
<b>Total</b>	<b>\$37,151.00</b>


Thank you for partnering with Weidenhammer for your administrative software solutions needs. I want to personally assure you of our utmost efforts to ensure the success of our partnership. Moreover, we are hopeful of maintaining a long and mutually beneficial relationship.

In closing, allow me to thank you for the confidence expressed in Weidenhammer. If, at any time, you have questions or need the assistance of myself or our staff, please do not hesitate to call.

Very truly yours,

  
Samuel Morgan, Director  
Weidenhammer Systems Corporation

SCANNED

SEP 27 2011  
INITIALS 



# Weidenhammer

## Alio Maintenance Renewal Authorization

RECEIVED BY  
COUNTY AUDITOR

2011 SEP 26 PM 3 59

MR ALEJANDRO MORTERA  
HIDALGO COUNTY AUDITOR'S OFFICE  
ATTN ALEJANDRO MORTERA  
2808 S BUSINESS HWY 281  
EDINBURG, TX 78539

Contract End Date: 12/31/11

### Maintenance Renewal Summary

Please read, sign and fax this form back to Weidenhammer at 610-396-4848 in order to renew your Maintenance Agreement. Note: If you require our invoice to include your purchase order number on it, then please fax your PO along with this form.

Specified below is a summary description of the Maintenance Renewal for which Weidenhammer Systems Corporation (WSC) is requesting authorization to invoice your District.

Note: Please verify that the contact information is correct. If any of this information is incorrect, please mark the change(s) on this sheet so we can update our Call Tracking System.

Product Description	Maintenance Renewal Fee
HUMAN RESOURCE SYSTEM	\$11,016.00
SALARY ADMINISTRATION	\$2,147.00
SALARY ADMIN/POSITION CONTROL	\$2,364.00
FINANCIAL ACCOUNTING SYSTEM	\$10,936.00
BUDGETARY PREPARATION SYSTEM	\$3,220.00
CHECK RECONCILIATION SYSTEM	\$466.00
ORACLE DB STANDARD EDITION	\$951.00
FIXED ASSET INVENTORY SYSTEM	\$2,250.00
ORACLE APP ENTERPRISE EDITION	\$3,801.00
<b>Total</b>	<b>\$37,151.00</b>

WE HAVE READ AND AGREE TO THE RENEWAL INFORMATION AND CONDITIONS OF THE PROJECT DESCRIBED ABOVE AND AUTHORIZE WEIDENHAMMER SYSTEMS CORPORATION TO INVOICE US FOR THIS ONGOING CIMS SUPPORT. WE RECOGNIZE THAT BY SIGNING THIS DOCUMENT, WE INDICATE OUR DESIRE TO PARTICIPATE IN THE UPCOMING ANNUAL SUPPORT/ENHANCEMENT PLAN.

Authorized Signature \_\_\_\_\_

Print name, title, and date: \_\_\_\_\_



# Weidenhammer

Information ingenuity.

November 30, 2010

Mr. Alejandro Mortera  
Hidalgo County Auditor's Office  
2808 South business Highway 281  
Edinburg, TX 78539


**Subject: Confirmation of Sole Source Compliance by Vendor**

Dear Ms Mitchell:

Please acknowledge this document as verification that Weidenhammer Systems Corporation is the owner of the alio suite of products for Business Administrative Software.

As such, Weidenhammer is the owner of the copyright and the sole source for procurement of alio software, support, enhancements and documentation.

Very truly yours,



Shelly D. Grier, Sr. Administrator  
Weidenhammer Systems Corporation

CO AUDITOR  
1100-415-21-170-001

Object #	Object Code Description	2011 Original Budget	2012 Budget Request	2012 Adopted Budget
111	OFFICIALS	\$114,442.00	\$0.00	\$0.00
112	DEPARTMENT HEADS AND FOREMEN	\$0.00	\$114,442.00	\$114,442.00
113	PERMANENT FULL TIME EMPLOYEES	\$1,880,996.00	\$1,872,181.00	\$1,872,181.00
115	LONGEVITY PAY	\$9,300.00	\$10,620.00	\$10,620.00
117	SUPPLEMENTAL PAY	\$11,500.00	\$17,000.00	\$17,000.00
118	AUTO ALLOWANCE	\$6,000.00	\$6,000.00	\$6,000.00
211	HEALTH INSURANCE	\$162,000.00	\$187,380.00	\$187,380.00
212	LIFE INSURANCE	\$1,215.00	\$1,215.00	\$1,215.00
220	SOCIAL SECURITY CONTRIBUTIONS (FICA)	\$154,702.00	\$154,548.59	\$154,548.59
230	RETIREMENT CONTRIBUTIONS	\$194,136.00	\$201,014.18	\$201,014.18
250	UNEMPLOYMENT COMPENSATION	\$10,112.00	\$10,101.22	\$10,101.22
336	COMPUTER SERVICES	\$40,000.00	\$41,000.00	\$41,000.00
342	INFORMATION AND CREDIT SERVICES	\$75.00	\$1,400.00	\$1,400.00
350	OTHER CONTRACTED SERVICES	\$1,000.00	\$1,000.00	\$1,000.00
432	EQUIPMENT REPAIR & MAINTENANCE SERVICE	\$3,000.00	\$3,000.00	\$3,000.00
442	RENTAL OF EQUIPMENT AND VEHICLES	\$6,000.00	\$100.00	\$100.00
529	SURETY AND NOTARY BONDS	\$500.00	\$75.00	\$75.00
531	TELEPHONE AND TELEGRAPH	\$16,000.00	\$16,000.00	\$16,000.00
532	MOBILE PHONE	\$1,200.00	\$1,000.00	\$1,000.00
535	POSTAGE AND EXPRESS MAIL CHARGES	\$2,000.00	\$2,000.00	\$2,000.00
540	ADVERTISING	\$5,000.00	\$5,000.00	\$5,000.00
550	PRINTING AND BINDING	\$3,000.00	\$3,000.00	\$3,000.00
581	IN-COUNTY EMPLOYEE TRAVEL	\$1,500.00	\$1,500.00	\$1,500.00
583	OUT-OF-COUNTY EMPLOYEE TRAVEL	\$15,000.00	\$14,000.00	\$14,000.00
584	REGISTRATION FEES	\$15,000.00	\$14,000.00	\$14,000.00
601	OFFICE SUPPLIES	\$22,000.00	\$22,000.00	\$22,000.00
607	CLEANING AND SANITATION SUPPLIES	\$75.00	\$75.00	\$75.00
631	BOTTLED WATER	\$1,000.00	\$1,000.00	\$1,000.00
640	BOOKS AND PERIODICALS	\$5,000.00	\$5,000.00	\$5,000.00
661	MINOR OFFICE EQUIPMENT	\$6,000.00	\$6,000.00	\$6,000.00
665	MINOR COMPUTER EQUIPMENT	\$0.00	\$5,000.00	\$5,000.00
667	MINOR SOFTWARE	\$2,000.00	\$2,000.00	\$2,000.00
745	COMPUTER EQUIPMENT	\$5,000.00	\$0.00	\$0.00
780	CAPITAL LEASES	\$0.00	\$6,200.00	\$6,200.00
810	DUES AND MEMBERSHIPS	\$3,000.00	\$3,000.00	\$3,000.00
	TOTALS	\$2,697,753.00	\$2,727,851.98	\$2,727,851.98
	SALARY EXPENSES	\$2,544,403.00	\$2,574,501.98	\$2,574,501.98
	OPERATING EXPENSES	\$153,350.00	\$153,350.00	\$153,350.00

## Blanca Mayorga

---

**From:** Maria Medina [maria.medina@auditor.co.hidalgo.tx.us]  
**Sent:** Tuesday, December 06, 2011 2:47 PM  
**To:** 'Blanca Mayorga'  
**Subject:** Obj. 336 for 2012  
**Attachments:** 2012 County Auditor's Budget.PDF

Miss Blanca,

Linda would like the Item for Weidenhammer, alio Maintenance Renewal, to be placed on the next agenda so the invoice can be paid. She asked me to send you the info where we have the monies available for 2012 and that we will submit for a requisition in early 2012.

Thank you.

*Maria (Susie) Medina*  
Administrative Assistant II  
Hidalgo County Auditor's Office  
Phone: (956) 318-2511 ext. 4602  
Fax: (956) 318-2577

## Evangelina Garcia

---

**From:** Maria Medina [mailto:maria.medina@auditor.co.hidalgo.tx.us]  
**Sent:** Friday, November 30, 2012 11:35 AM  
**To:** 'Evangelina Garcia'  
**Subject:** FW: alio Maintenance Renewal

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**From:** Linda Fong [mailto:linda.fong@auditor.co.hidalgo.tx.us]  
**Sent:** Friday, November 30, 2012 11:31 AM  
**To:** 'Maria Medina'  
**Subject:** RE: alio Maintenance Renewal

The 2013 approved budget for account 3-1100-415-21-170-001-0-336 is \$41,000.00.

---

**From:** Maria Medina [mailto:maria.medina@auditor.co.hidalgo.tx.us]  
**Sent:** Friday, November 30, 2012 11:03 AM  
**To:** Linda Fong  
**Subject:** FW: alio Maintenance Renewal

Please let me know how to respond.

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]  
**Sent:** Friday, November 30, 2012 10:59 AM  
**To:** 'Maria Medina'  
**Subject:** FW: alio Maintenance Renewal

Maria:

Quick question, the account used last time does not have any funding, can you please tell me if this was budgeted for 2013 and how much.

Thanks

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]  
**Sent:** Friday, November 30, 2012 10:50 AM  
**To:** 'Maria Medina'  
**Subject:** RE: alio Maintenance Renewal

Ok will place an agenda item to take care of this.

Thanks

---

**From:** Maria Medina [mailto:maria.medina@auditor.co.hidalgo.tx.us]  
**Sent:** Friday, November 30, 2012 10:13 AM  
**To:** 'Evangelina Garcia'  
**Subject:** RE: alio Maintenance Renewal

Thank you.

---

**From:** Evangelina Garcia [<mailto:evangelina.garcia@co.hidalgo.tx.us>]  
**Sent:** Friday, November 30, 2012 10:10 AM  
**To:** 'Maria Medina'  
**Cc:** 'Linda Fong'; [alejandro.mortera@auditor.co.hidalgo.tx.us](mailto:alejandro.mortera@auditor.co.hidalgo.tx.us)  
**Subject:** RE: alio Maintenance Renewal

Good Morning Maria:  
Let me see what I can do and keep you posted.

Thank you

---

**From:** Maria Medina [<mailto:maria.medina@auditor.co.hidalgo.tx.us>]  
**Sent:** Thursday, November 29, 2012 11:05 AM  
**To:** Evangelina Garcia  
**Cc:** 'Linda Fong'; 'Alejandro Mortera'  
**Subject:** alio Maintenance Renewal

Good morning Vangie,

The attached is usually placed as an agenda item by the Purchasing Dept.; last year, Blanca Mayorga placed it for CCT approval. The original will be left with your receptionist shortly.

If you have any questions, please do not hesitate to contact Linda or myself. Thank you and have a great Thursday!

*Maria D. (Susie) Medina*  
*Administrative Assistant*  
*Hidalgo County Auditor's Office*  
*2808 S. Bus. Hwy. 281*  
*Edinburg, TX 78539*  
*956-318-2511 ext. 4602*  
[maria.medina@auditor.co.hidalgo.tx.us](mailto:maria.medina@auditor.co.hidalgo.tx.us)



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

**MEMORANDUM**  
**"AMENDED"**  
**"SOLE SOURCE DECLARATION"**

TO: Hidalgo County Commissioner's Court  
FROM: Martha L. Salazar, CPPB *mls*  
DATE: June 4, 2013  
RE: "Sole Source Declaration"-Weidenhammer Systems Corporation

The Hidalgo County Auditor's Office/Department possesses and utilizes the current financial account system since 2001's upgrade approved by Hidalgo County Commissioners Court which includes a Software License, Maintenance and Support Agreement.

In 2007 the original vendor information Design, Inc. was acquired by Weidenhammer Systems Corporation. Maintenance Renewal for the financial accounting system has continued under Weidenhammer as they have proprietary ownership of the license and software used by Hidalgo County Auditor.

In addition, Weidenhammer has a Certified Business Associate (CBA) vendor Excel Software Professionals, Ltd (ESP) that assist clients with needs (i.e. software license, maintenance, support & related services) for Weidenhammer.

Therefore, the Hidalgo County Auditor's Office requires the continued renewal of the software license, maintenance and support agreement with Weidenhammner Systems and its CBA, Excel Software Professionals, Ltd.

This declaration will remain in effect through the life term of the equipment, software, hardware, maintenance and support services.

AI-38749

13. I.

CC CONSENT

Meeting Date: 06/04/2013

Submitted For: Martha L. Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to exercise the County's option to renew the letter of engagement services with Arbitrage Compliance Specialists, Inc. the second (2nd) year of the three (3)-one (1) year extension as provided in RFQ NO: 2011-070-03-16-VYG for the "Arbitrage Calculation Services" with the same rates, terms and condition.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-19-115-020-0-339

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Requisition #236980 has been created so as to utilize the services as needed throughout the year. Requisition available balance as of 05/17/13: \$6,500.00.

Attachments

COUNTY LETTER OF ENGAGEMENT DOCUMENTATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/23/2013 10:30 AM
Budget & Management	Obdett Calzada	05/23/2013 01:23 PM
Manuel Chapa	Manuel Chapa	05/30/2013 08:20 AM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Vangie Garcia		Started On: 05/13/2013 03:07 PM
	Final Approval Date: 05/31/2013	



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626 / Fax: (956) 318-2629

May 13, 2013

Arbitrage Compliance Specialists, Inc.  
Attn: Doug Pahnke  
5975 South Quebec Street, #205  
Centennial, CO 80111

Via Email: Doug@RebateByACS.com

Re: **Extension Of Letter Of Engagements:**  
**E-12-139-05-15-Hidalgo County (Original Contract C-11-070-06-21)**  
**E-12-139A-05-15-(Drainage District No. 1 (Original Contract C-11-070A-06-21))**

Dear Mr. Pahnke:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the letter of engagement services, the second (2<sup>nd</sup>) year of the three (3)-one (1) year as provided under RFQ NO: 2011-070-03-16-VYG for Hidalgo County and Hidalgo County Drainage District No. 1. Extension will be at the same rates, terms and conditions.

Please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of Tuesday, May 28, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m., Wednesday, May 15, 2013 or sooner, via facsimile to (956) 956-318-2629 or email to: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us) so as to meet the agenda request form deadlines.

By: \_\_\_\_\_ Date: \_\_\_\_\_

***Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.***

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,  
**Vangie Y. Garcia, Contract's Manager**  
Hidalgo County Purchasing Department

June 1, 2011

Hidalgo County, Texas  
2802 South Business Hwy. 281  
Edinburg, Texas 78539



### **ENGAGEMENT LETTER FOR ARBITRAGE COMPLIANCE SERVICES**

The purpose of this letter is to propose the engagement of Arbitrage Compliance Specialist, Inc. ("ACS") to prepare arbitrage compliance computations as required by the United States Treasury, Internal Revenue Service ("IRS") for all tax-exempt debt issues of **Hidalgo County ("County")**. The engagement will include all services as indicated in ACS' response to RFQ NO: 2011-070-03-16-VYG-Arbitrage Calculation Services Scope provided as Exhibit A for reference. 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. Calculations performed under this agreement will be performed at ACS' office and the results of the calculations will be delivered by ACS to the County. This agreement shall become effective at the date of acceptance by the County and remain in effect until canceled. The County can terminate this Engagement with or without cause, with thirty (30) days written notice prior to cancelation. Listed below are the associated fees to complete this engagement:

### **FEE SCHEDULE**

<b>Arbitrage Rebate Fee Schedule – Per Issue</b>	
One Year Report (computation period of up to one year).....	\$1,350
Two Year Report (computation period of up to two years) .....	\$1,875
Three Year Report (computation period of up to three years).....	\$2,400
Four Year Report (computation period of up to four years) .....	\$2,925
Five Year Report (computation period of up to five years).....	\$3,450
<b>Miscellaneous Fee Schedule – Per Issue</b>	
Recovery of Overpayment.....	\$3,000
<b>Pre-calculation and post-calculation services:</b>	
On-site ACS team to transition the contract	Included
Training of the County's staff on strategies to help lower arbitrage rebate liabilities	Included
<b>Arbitrage rebate calculation services:</b>	
Yield reduction calculations	Included
Spending exception calculations	Included
Transferred proceeds analysis	Included
Universal Cap analysis	Included
Debt service testing	Included
Commingled funds	Included
Preparation of Form 8038-T	Included
Comprehensive discussions of the findings of each arbitrage calculation	Included
Attend the County's Board meetings	Included
<b>Legal services:</b>	
IRS audit support	Included
Pre-issuance election advice	Included

HEADQUARTERS: 5975 S. Quebec St. #205 • Centennial, Colorado 80111

☎ 800-672-9993 ☎ 800-756-6505 ☎ 303-756-5100 ☎ 303-756-0901 🌐 www.rebatebyacs.com

LOCATIONS NATIONWIDE: AZ • CA • CO • FL • ID • NV • OK • OR • PA • TN • TX • UT • WA

In conjunction with this engagement, we will provide the applicable report(s) opining to the arbitrage compliance liability for the tax-exempt debt and related services.

We appreciate the opportunity to provide assistance to help you comply with your IRS arbitrage compliance requirements. As always, if we may be of further assistance or if you have any questions, please do not hesitate to call us at (800)672-9993 x7526.

Very truly yours,

Arbitrage Compliance Specialists, Inc.



Doug Pahnke, Director, Vice President

Please acknowledge acceptance of this engagement by signing and faxing this letter in its entirety to Arbitrage Compliance Specialists, Inc. at (800) 756-6505 or scanning and e-mailing to [arbitrage@rebatebyacs.com](mailto:arbitrage@rebatebyacs.com).

  
Accepted by - Signature \_\_\_\_\_ Date \_\_\_\_\_

Ramon Garcia

County Judge

Approved by Commissioners' Court

Accepted by - Print Name

Title

on 6-21-11 rw

Hidalgo County

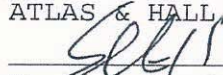
Organization

ATTEST:

  
Arturo Guajardo, Jr., County Clerk

Approved As To Form:

ATLAS & HALL, L.L.P.

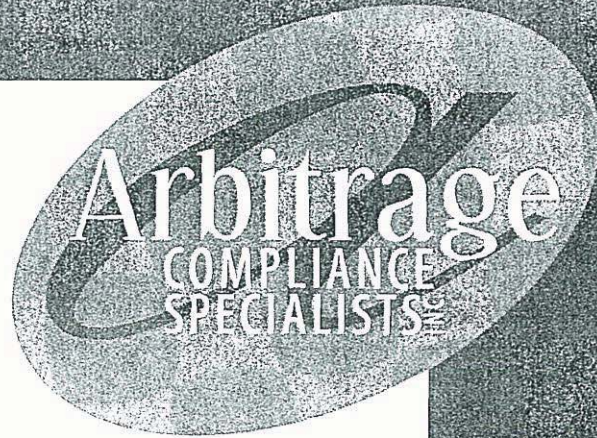
  
Stephen L. Crain

Approved By Commissioners Court: June 21, 2011

## **Exhibit A**

**Arbitrage Compliance Specialists Response to RFQ NO: 2011-070-03-16-VYG-Arbitrage Calculation Services**

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REQUEST FOR QUALIFICATIONS FOR  
ARBITRAGE CALCULATION SERVICES  
HIDALGO COUNTY AND  
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1  
2011-070-03-16-VYG

DUE: MARCH 16, 2011, 9:30 A.M.

PREPARED BY:  
ARBITRAGE COMPLIANCE SPECIALISTS, INC.  
2500 CITY WEST BOULEVARD #300  
HOUSTON, TEXAS 77042-3014

[www.RebateByACS.com](http://www.RebateByACS.com)  
1-800-672-9993



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Professional Liability Insurance	Tab 1

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March 10, 2011

Ms. Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
New Administration Building  
2802 South Highway Business 281  
Edinburg, Texas 78539

Dear Ms. Salazar and Members of the Selection Committee:

Arbitrage Compliance Specialists, Inc. ("ACS") is pleased to present this proposal to provide Arbitrage Calculation Services to Hidalgo County and Hidalgo County Drainage District No. 1 (the "County"). All calculations will be completed in accordance with Section 148(f) of the Internal Revenue Code, as amended, and Treasury Regulations (the "Tax Code") and with the scope of services listed in the Request for Qualifications for Arbitrage Calculation Services, RFQ No: 2011-070-03-16-VYG (the "RFQ").

The County will be receiving RFQ responses from firms such as BLX, First Southwest, and the Bank of New York. Each firm's response will state that their firm is the most experienced arbitrage firm in the country – and ACS is no different. When evaluating our response please keep in mind that arbitrage calculations require extensive knowledge of governmental accounting, accounting allocation rules, as well as legal interpretations of the Tax Code. Simply put, an arbitrage calculation is a type of tax calculation and therefore, the most qualified professional to complete the tax calculation is a CPA. When reviewing the RFQ responses, please pay special attention to the individuals who will be performing the arbitrage calculations. You will find that many of the individuals within the organizations are not CPAs – yet these firms will state that they are the most qualified to compute a tax calculation.

What sets our firm apart from our competitors is that the County's calculations will be completed by a tax attorney and CPA who has over 24 years of experience in computing arbitrage liabilities. This means that the calculations are completed by a professional who is trained in accounting as well as tax law; the perfect combination for arbitrage calculations. Since our firm specializes solely in arbitrage calculations, our fees are often **30-40% less** than our competitors' fees. In addition, our firm provides services prior to issuance and after the bonds are final that are not offered by our competitors. A few highlights of our arbitrage compliance program are listed below:

- ACS provides an on-site team to collect all of the necessary documentation to transition the calculations to our firm at no cost to the County.
- Bond planning legal assistance
- IRS audit assistance
- On-site arbitrage and bond accounting rules training
- ACS will create an arbitrage rebate policy manual for the County's use (highly recommended by the IRS).

If you have any questions or would like to discuss the details of our proposal, you may contact me at (800) 672-9993 extension 7526.

Best regards,

Arbitrage Compliance Specialists, Inc.

  
\_\_\_\_\_  
Doug Pahnke, Director, Vice President

2500 City West Boulevard, Suite 300 • Houston • Texas • 77042  
Phone: (800) 672-9993 • Fax: (800) 756-6505 • E-mail: [doug@rebatebyacs.com](mailto:doug@rebatebyacs.com)  
California | Colorado | Florida | New Jersey | Pennsylvania | Tennessee | Texas | Washington



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## 1. UNDERSTANDING OF THE PROJECT

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It is our understanding that the County is seeking a qualified arbitrage calculation service provider to perform arbitrage rebate, yield restriction/yield reduction, and spending exception calculations for the County's tax-exempt debt issues in compliance with the Tax Code. Calculations are to be performed on each fifth year filing date and on the final maturity date of each debt issue. Calculations will include construction/capitalized interest funds, cost of issuance funds, reserve funds, overfunded debt service funds, escrow funds and transferred proceeds.

ACS is to provide on-site services to include an initial organizational meeting, record retention training, and Tax Code training. ACS is to provide IRS audit/inquiry support by our team of CPAs and on-staff tax attorney.

The contract will be supported by our Houston, Texas office that will provide the following services:

- On-site ACS team to transition the contract
- IRS audit support
- Comprehensive discussions of the findings of each arbitrage calculation
- Pre-issuance election advice
- Training of the County's staff on strategies to help lower arbitrage rebate liabilities
- Attend the County's Board meetings

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## 2. FIRM'S QUALIFICATIONS

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### *Firm's history and number of years performing arbitrage calculations*

**Providing arbitrage rebate calculations since 1986:** Our strong, debt-free financial positioning, coupled with a very low employee turnover ratio is indicative of a financially stable firm that will be able to service the County for decades to come. ACS has 14 employees that are dedicated to arbitrage rebate including a tax attorney, CPAs, financial managers, Directors, and technical computer hardware/software managers.

**Advisor to the United States Congress on arbitrage rebate:** Janet P. Sacks, Managing Director, President, started her arbitrage rebate career in 1986 while working for Price Waterhouse, the third largest accounting firm in the Country at that time. Due to her extensive expertise in governmental debt, Janet was requested by the United States Congress to take part in the Beryl Anthony Public Finance Commission. This bipartisan Commission resulted in the formulation of the arbitrage rebate calculation methodology we use today. Having been one of the first arbitrage rebate providers in the Country, ACS has grown to be known as the expert among experts, regularly providing arbitrage rebate interpretation, consultation and advice to clients as well as to professionals within the industry.

ACS is a privately held corporation whose practice has been calculating arbitrage liabilities for tax-exempt debt issuers since the inception of the 1986 Tax Code. Selecting our firm to begin this engagement with the County should instill confidence that each and every tax-exempt debt issue will be supported by the most qualified arbitrage rebate calculation firm in the Country. All calculations are opined by a licensed tax attorney and completed by seasoned accountants who are trained and educated in tax law interpretation, accounting methodologies, and arbitrage rebate minimization strategies. Our firm pledges the entirety of our accounting and legal expertise to ensure that the County will pay the lowest amount of arbitrage rebate liability allowable while adhering to the rules and regulations set forth in the Tax Code.

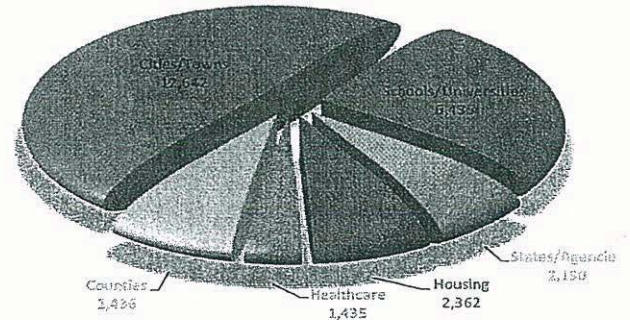
ACS provides services for over 1,500 municipalities across the United States and currently works with clients with active tax-exempt debt issues ranging from 1 to 250 bonds. We have absolute confidence that our firm possesses the available resources necessary to exceed the County's expectations. Since 1986, our practice has completed over 30,000 calculations for fixed rate and variable rate tax-exempt debt issues with varying investment structures such as swaps, letter



of credit agreements, guaranteed investment contracts, remarketing agreements, repurchase agreements, reimbursement agreements, flex repos, and forward delivery agreements.

30,000 CALCULATIONS COMPLETED SINCE 1986

**Legal expertise:** ACS is highly sought out by issuers and legal counsel throughout the Country. Our firm has distinctive legal and accounting experience with the arbitrage rebate regulations dating back to the inception of the 1986 Tax Code. ACS retains *on-staff* legal tax counsel services. As an added benefit to our clients, ACS' legal tax counsel services are included in our arbitrage rebate services at *no additional cost*.



**On-site training:** ACS is committed to providing initial and ongoing support to our clients. The services that ACS will provide to the County at *no additional cost* before and after the arbitrage rebate calculations are performed are listed below:

- ACS team to transition the contract
- IRS audit support
- Comprehensive discussions of the findings of each arbitrage calculation
- Pre-issuance election advice
- Training of the County's staff on strategies to help lower arbitrage rebate liabilities
- Training of the County's staff on the accounting rules allowable under the Tax Code
- Attend the County's board meetings

**IRS audit assistance:** ACS has developed an unmatched, comprehensive knowledge of how the existing tax regulations are interpreted as well as how new financial instruments may be treated by the IRS. As an independent firm specializing **solely** in the field of arbitrage compliance, ACS is not involved in providing bond counsel services, financial advisory services, or investment services to municipalities, and therefore, the IRS has regarded our calculations as extremely reliable and free from any internal or external influence. We have developed a thorough understanding of the IRS' enforcement philosophy and tactics and we include initial preventative audit-proofing in our work product. ACS will defend our clients *at no additional charge* in the event of an IRS audit.

**ACS' custom arbitrage rebate calculation system:** The type of calculation method used will vary between different types of funds, i.e. project funds, debt service funds, reserve funds, and cost of issuance funds. ACS utilizes its integrated tax law and accounting expertise throughout the whole arbitrage rebate compliance process to select the accounting method that will compute the lowest permissible liability as allowed by law. The Tax Code allows numerous allocation methods in calculating arbitrage rebate. A few of the methods are listed below:

**Project Funds:**

- First in first out
- Last in first out
- Ratable allocations
- Specific tracing

**Debt Service Residual Extraction:**

- 100%
- Average excess
- Year end excess
- Excess over maximum annual debt service

**Commingled Funds:**

- Values of the debt issues
- Remaining maximum annual debt service
- Original principal

A majority of arbitrage firms use Microsoft Excel or an off-the-shelf arbitrage calculation software product to perform the arbitrage calculations. ACS has evaluated these systems and found that they are prone to errors and are severely restricted in the ability to compute arbitrage liabilities under various accounting methods. **ACS' custom arbitrage rebate software and experienced professionals will calculate the lowest allowable arbitrage rebate liability in the industry.** The Tax Code allows the use of dozens of different accounting and allocation methods, and ACS' custom-built software allows our accountants the ability to run and rerun the calculation under each of these methods. This unique and efficient system continually saves our clients millions of dollars each year in potential arbitrage payments.



**Bond deadline tracking system:** Key information from each debt issue is entered into our database system to track IRS filing deadlines and election requirements to ensure timely reporting. Information included in this system will be provided as an Arbitrage Rebate Summary as detailed below and illustrated on Page 17 of this response.

<b>Bond facts</b>	<b>Completed and future reports</b>	<b>Notes/Recommendations</b>
<ul style="list-style-type: none"><li>• Internal control number</li><li>• Debt issue name</li><li>• Issuance date</li><li>• Final maturity</li><li>• Subject to rebate</li><li>• Subject to yield restriction</li></ul>	<ul style="list-style-type: none"><li>• Description of report</li><li>• Type of report</li><li>• Report end date</li><li>• Liability</li></ul>	<ul style="list-style-type: none"><li>• Accounting modifications</li><li>• Liability reserves: 90% or 100%</li><li>• Spending exception elections</li><li>• Spending goals</li><li>• Yield restriction limits</li></ul>

### **Legal experience and expertise**

**Ira B. Sacks, CPA, Tax Attorney, Director:** ACS is highly sought out by issuers and legal counsel throughout the Country because our firm has unique legal and accounting experience with the 1986 Tax Code. Ira is both a CPA and tax attorney and is regarded by the bond community as an “attorney for attorneys.” Ira’s extensive education and background includes Bachelor Degrees in Accounting, Finance, and Computer Science and Masters Degrees in Law, Taxation, and Business. ACS retains *on-staff* legal tax counsel services. As an added benefit to our clients, ACS’ legal tax counsel services are included in our arbitrage rebate services at *no additional cost*.

**Member of the National Association of Bond Lawyers (NABL):** Rebate compliance is a serious business and the Tax Code is a volatile and complex set of rules and regulations subject to frequent changes and constant re-interpretation. With the Tax Code evolving on a daily basis, it is imperative that an arbitrage rebate firm keep abreast of proposed regulations as well as current interpretations of the Tax Code. As a member of NABL, ACS is informed on a daily basis of all proposed and ultimately finalized changes to the Tax Code as well as the current IRS enforcement focus.

**Independent tax counsel services:** Arbitrage calculations require that that elections made within the bond issuance documents are analyzed to ensure that the Tax Code is properly applied. As a truly independent firm, not providing bond counsel or financial advisory services, our legal opinions and arbitrage calculations are regarded by the SEC and the IRS to be extremely reliable and free from influence. In audits conducted on our arbitrage calculations, the IRS has found our calculations to be 100% accurate. Throughout our firm’s history, we have not had any adverse findings by the IRS. Audits and inquiries have been quickly closed, saving our clients extensive costs that are often associated with an audit.

**Unmatched understanding of the Tax Code:** ACS’ experience in the arbitrage rebate industry, combined with our ability to offer on-the-spot legal advice, makes our firm stand out from our competitors. ACS has developed an unmatched, comprehensive knowledge of tax regulations, existing tax regulation interpretation, and the skills for determining how new financial instruments will be handled by the IRS to keep our clients in compliance with the Tax Code.

### **Legal opinion**

**Opinion issued by in-house tax attorney:** Ira B. Sacks, CPA, Tax Attorney, Director personally certifies the legal opinion that the calculations were completed in accordance with the Tax Code and may be relied upon by the County in determining any liability payments to the United States Treasury.

**Legal opinion:** A majority of arbitrage rebate firms rely upon outside legal counsel services or subsidiary law firms with offices hundreds of miles away from the arbitrage rebate calculation office. To provide a creditable opinion, Tax Counsel is not only required to understand the financing of the bond transaction but is also required to understand how the funds were allocated and accounted in the arbitrage calculation. Arbitrage rebate calculations involve documents and data that



often reach into the thousands of pages. Such data creates interdependencies between bonds as in cases of common reserve and debt services funds. This can lead to additional documentation that may be overlooked if the legal opinion and rebate calculation are originating from separate locations. To ensure accuracy in our reports, ACS' legal opinion and arbitrage rebate calculations are performed in the same centralized office.

*ACS provides a legal and CPA opinion with every arbitrage report; assuring that the work performed is consistent with the current federal tax and other applicable laws.*

**Office locations**

*~ Providing Arbitrage Services Since 1986 ~*

**Office locations:** ACS has office locations throughout the nation in such states as: California, Colorado, Florida, New Jersey, Pennsylvania, Tennessee, Texas, and Washington. We understand that arbitrage rebate compliance is not part of the daily routine for the County's employees, and therefore, the County's contract will be supported by our Houston, Texas office. ACS is committed to providing initial and ongoing training of the County's staff to aid in the understanding of the Tax Code.

**Day-to-day support:**

Mr. Doug Pahnke, Director, Vice President  
 2500 City West Boulevard #300  
 Houston, Texas 77042-3014  
 P: (713) 899-1380  
 E: doug@rebatebyacs.com

**a. Description of Personnel**

Below is a list of the proposed project team for the County. All team members will report to Ira Sacks in a textbook heirarchical reporting structure. Follow-up communication will be provided via phone, fax and email. ACS believes in providing on-site periodic consultation visits with each of our clients and we feel communication is the key to enhancing our client relationships. By visiting with each client we are better suited to assess each client's current rebate compliance needs, and provide a budget structure to accomplish this compliance. We also present the most current information about the arbitrage compliance market, such as current IRS practices and reinterpretations of the Tax Code. Below is a list of the proposed project team for the County.

Ira Sacks, CPA, Tax Attorney, Director <i>24 Years of Arbitrage Experience</i>	Ira will perform the initial legal review of the debt issuance and be available to the team as a legal expert throughout the calculation process.
Carol Huller, Director <i>19 Years of Arbitrage Experience</i>	Carol will perform the arbitrage calculations utilizing her arbitrage rebate minimization experience to ensure the lowest possible rebate liability permitted by the Tax Code.
Doug Pahnke, Director <i>11 Years of Arbitrage Experience</i>	Doug will be the County's day-to-day contact for the term of the contract. He will be monitoring the County's debt issues on our master database system and will keep the County abreast of the calculation progress.
Janet P. Sacks, Director <i>24 Years of Arbitrage Experience</i>	Janet will perform the final review of the completed calculations ensuring compliance with the Tax Code.
Stacia Perrizo, Senior Manager <i>9 Years of Arbitrage Experience</i>	Stacia will be responsible for report language and invoice review throughout the contract period.



## **b. Most Recent and Similar Projects for the Team Assigned to the County**

**ACS' experience and expertise:** The typical arbitrage rebate engagement for most types of debt issues has some common elements and scope of services. ACS expertly handles all types of debt issues and complexities, such as: fixed rate bonds, variable rate bonds, short-term instruments, notes, forward purchase agreements, transferred proceeds allocation calculations, student loan bond issues, commercial paper, tax anticipation notes, tax revenue anticipation notes, bond anticipation notes, single family and multi-family housing bonds, cash funded reserves, uncommingling and accounting methodology as it relates to arbitrage compliance, investment valuation as it relates to arbitrage compliance, feasibility analysis of rebate exceptions, spending exception calculations for 6-month, 18-month and 2-year, and yield restriction calculations.

ACS proudly provides services for 1,500 clients across the United States. Additionally, ACS works with 535 clients in the State of Texas alone. ACS' vast experience working with Texas issuers is unmatched in the arbitrage industry. In fact, our first client dating back to 1986 was the YMCA of Greater Houston. By providing arbitrage rebate services in Texas for over 24 years, ACS has developed working relationships with Texas-based financial advisors, bond counsel firms and investment firms. Listed below are a few narrative descriptions of work performed by our firm:

### **Experience with Fixed Rate Bonds: City of Mission, Texas**

**Arbitrage compliance environment:** The City of Mission issues various types of short and long term tax-exempt debt. A large portion of their debt pool consists of fixed rate general obligation bonds issued for the purpose of infrastructure improvements as well as refundings of prior debt issues. Fixed rate debt issues are comprised of different principal maturities bearing interest at fixed rates.

**ACS' assistance:** ACS calculates the bond yields for each of the fixed rate debt issues to result in the most correct arbitrage liability. Over the course of our engagement with the City of Mission, ACS has performed annual and filing year calculations, spending exception calculations and yield restriction/yield reduction calculations resulting from our bond yield calculations. We have also reviewed investment and accounting information and methods, performed allocation of common debt service funds, and provided various related consulting services.

### **Experience with Cash Reserves: City of Pearland, Texas**

**Arbitrage compliance environment:** The City of Pearland's Common Reserve Fund is administered by a cash funded parity reserve fund which secures all issues. This common reserve is invested and accounted for collectively without regard to the source of the funds therein (a "commingled reserve").

**ACS' assistance:** ACS has provided all arbitrage compliance calculations for the City of Pearland for over 10 years. ACS determines the allowable allocation methodologies under the Tax Code to allocate the reserve ratably among each parity issue. ACS has performed an analysis of the allowable methods and models performance scenarios under these methods to determine which method produces the most favorable rebate results over the long run. This analysis requires reallocation of the reserve to each issue and calculation of arbitrage rebate for each issue. ACS has worked on 60-debt issues for the City of Pearland with a par value totaling \$950 Million.

### **Experience with Water Drainage and Improvement District Bonds**

**Arbitrage compliance environment:** Water drainage and improvement bonds issued by districts managed by a board of directors with the assistance of consultants.

**ACS' assistance:** ACS currently works with over 350 Municipal Utility Districts in the state of Texas. ACS manages 1,465 bonds with a par value that exceeds \$6.3 Billion. ACS manages these districts to ensure that each of these 1,465



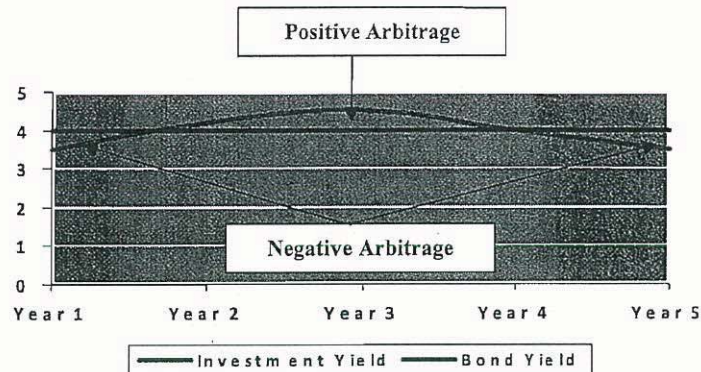
bonds are compliant with the arbitrage rebate and yield restriction requirements. The law firms that ACS has been engaged by on behalf of the districts are listed below:

Fulbright & Jaworski LLP  
 Smith, Murdaugh, Little & Bonham, L.L.P.  
 David M. Marks, P.C.  
 Jeanne H. McDonald, PC  
 Bacon & Wallace, L.L.P.  
 Paul A. Philbin & Assoc., P.C.  
 Michael A. Cole, P.C.

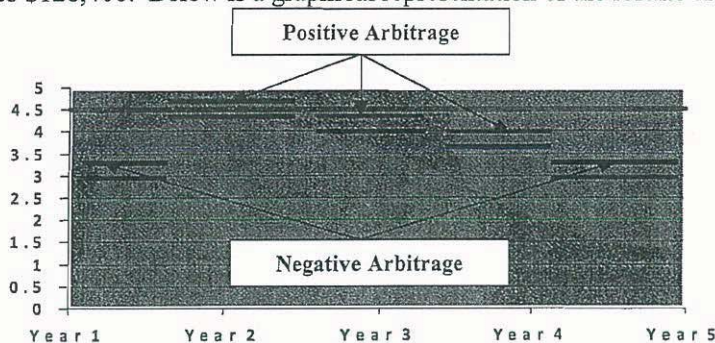
Schwartz, Page, and Harding  
 Coats, Rose, Yale, Ryman & Lee, P.C.  
 Winstead P.C.  
 Terrie Sechrist P.C.  
 Strawn & Richardson, PC  
 Young & Brooks  
 Johnson Radcliffe Petrov & Bobbitt PLLC

**Experience with Variable Rate Bonds**

**Variable rate bond computational system:** Through our extensive knowledge of the Tax Code, ACS has developed a complex bond year slicing model used solely by our firm. ACS' bond year slicing model matches the bond yield and the investment yield in short incremental time spans that result in significantly lowering or eliminating an arbitrage rebate liability. An arbitrage rebate position for a variable rate bond using a standard computation process is graphically shown below:



In the graph above, the **black line** depicts the bond yield/interest cost of the bond. A variable rate debt issue's interest cost is in constant flux throughout the debt issue's life cycle. Only after combining all interest costs over a specified period of time does a cumulative single rate emerge. In the graph above, the bond yield was calculated to be an average 4% over this five year period. The **red line** depicts the rate of return on the investments. The difference between the red line and the black line is the computed arbitrage, or in this case, payment due to the IRS. In this real life example, the calculation resulted in a \$650,000 liability. The bond yield and the interest rate earned on investments do not move in perfect harmony, yet there is a significant amount of correlation between the two rates. ACS' proprietary bond year slicing model breaks down the five year period into smaller blocks of time to significantly reduce or eliminate the difference between the bond yield and the investment yield. The result of using ACS' Bond Year Slicing Model lowered the liability from \$650,000 to \$128,400. Below is a graphical representation of the results of the bond year slicing model.





## Client references

One reference of particular interest is the City of Mission. ACS was selected as the City's arbitrage calculation provider in 2009 and transitioned the contract seamlessly from the City's location, therefore saving the City time and money.

### City of Mission, Texas

Ms. Janie Flores, Finance Director  
1201 East 8<sup>th</sup> Street  
Mission, Texas 78572  
P: (956) 580-8683  
E: jflores@mission.lib.tx.us

#### Description of work:

- Bond management – 37 debt issues
- Forensic accounting
- Recordkeeping management
- Arbitrage rebate reports
- Reserve fund allocations
- Construction fund allocations

#### Contract details:

- Contract period November 2009 – current

### City of San Antonio, Texas (Water System)

Mr. Sergio Molina, Manager Finance  
P.O. Box 2449  
San Antonio, Texas 72298-2449  
P: (210) 233-3814  
E: semolina@saws.org

#### Description of work:

- Bond management – 28 debt issues
- Recordkeeping management
- On-site data and record retrieval
- On-site training
- Arbitrage rebate reports

#### Contract details:

- Contract period September 2009 – current

### City of Sugar Land, Texas

Mr. William Pena, CPA, Project Accountant  
2700 Town Center Boulevard  
Sugar Land, Texas 77479  
P: (281) 275-2779  
E: smp@sugarlandtx.com

#### Description of work:

- Bond management – 166 debt issues
- Forensic accounting
- Recordkeeping management
- Arbitrage rebate reports
- Reserve fund allocations
- Construction fund allocations

#### Contract details:

- Contract period 1998 – current

### City of Pearland, Texas

Ms. Claire Manthei, Director of Finance  
3519 Liberty Drive, 2<sup>nd</sup> Floor  
Pearland, Texas 77581-5416  
P: (281) 652-1671  
E: cbogard@ci.pearland.tx.us

#### Description of work:

- Bond management – 82 debt issues
- Forensic accounting
- Recordkeeping management
- Arbitrage rebate reports
- Reserve fund allocations
- Construction fund allocations

#### Contract details:

- Contract period 1998 – current

### City of Conroe, Texas

Mr. Steve Williams, Director of Finance  
300 West Davis, Suite 230  
Conroe, Texas 77305  
P: (936) 522-3050  
E: swilliams@cityofconroe.org

#### Description of Work:

- Bond management – 37 debt issues
- 5-year arbitrage rebate calculations
- Yield restriction reports
- Filing reports to the IRS
- Spending exception calculations

#### Contract details:

- Contract period July 2005 – current

### The Woodlands Joint Powers Agency, Texas

Ms. Sandy Treon, Accounting Manager  
P.O. Box 7580  
The Woodlands, Texas 77387  
P: (281) 367-1271 x230  
E: sandy@wjpa.org

#### Description of Work:

- Bond management – 60 debt issues
- Forensic accounting
- Recordkeeping management
- On-site data and record retrieval
- On-site training
- Arbitrage rebate reports

#### Contract details:

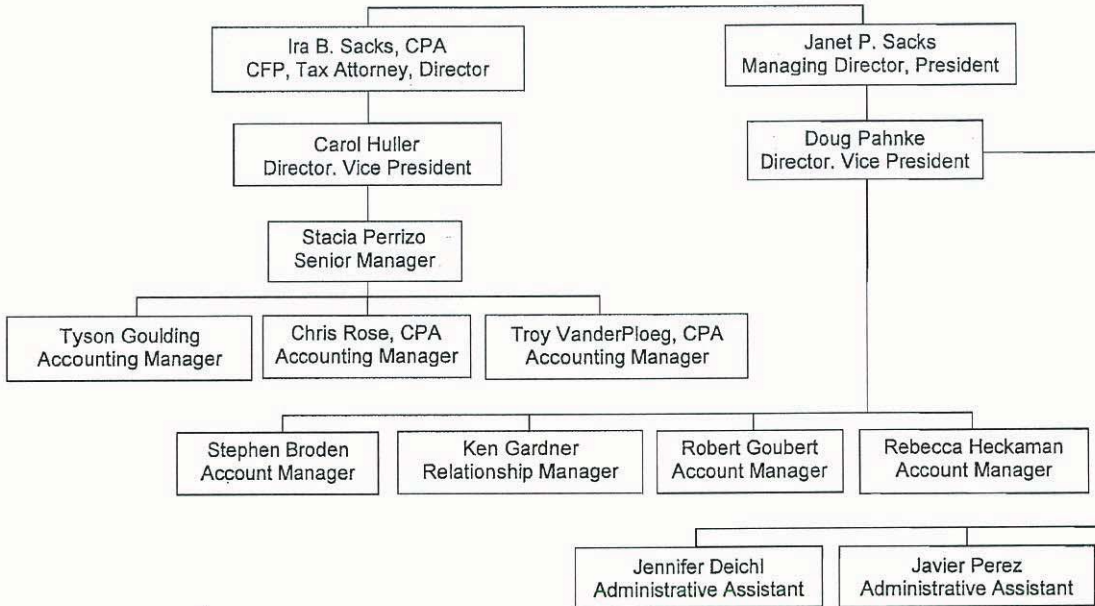
- Contract period August 2005 – current



### 3. PERSONNEL AND STAFFING

#### a. Organizational Chart

Key employees assigned to the County are highlighted in yellow.



#### b. Summary of Work Performed by Each Staff Member

ACS has selected 4 key team members from our 14 person staff to provide arbitrage consulting and compliance services to the County as listed below:

##### *Day-to-day contact*

ACS staff member: Mr. Doug Pahnke, Director, Vice President  
 Experience: 11 years

Mr. Pahnke was selected as the day-to-day contact for the County. He is available to attend the County's management meetings and provide on-site training seminars. These seminars will include one-on-one meetings with the County's accounting staff to discuss project progress and selecting the most beneficial accounting method in the early stages of the bond issuance with a goal of lowering the County's arbitrage rebate liabilities.

##### *Pre-calculation analysis and calculation completion*

ACS staff member: Mr. Ira Sacks, CPA, Tax Attorney, Director  
 Experience: 24 years

Pre-calculation analysis: Mr. Sacks will identify the relevant regulations and elections for each debt issue that will be used to compute the lowest arbitrage rebate liability as allowed by the Tax Code.

Calculation completion: Mr. Sacks will reconcile investment detail to each debt issue's source/use statement to ensure all gross proceeds have been accounted. We always include all funds that are subject to rebate in our



calculations including: cost of issuance funds, project funds, escrow funds, transferred proceeds, capitalized interest funds, reserve funds and debt service funds. The calculation will detail the rebatable arbitrage earned.

**Report language and invoice review**

ACS staff member: Ms. Stacia Perrizo, Senior Manager  
 Experience: 9 years

Ms. Perrizo will review the report language to ensure compliance with the Tax Code and will review the final invoicing to ensure compliance with the County’s contract.

**Technical review**

ACS staff member: Ms. Janet P. Sacks, Managing Director, President  
 Experience: 24 years

Each ACS report is subjected to a rigorous review process to ensure the accuracy of our work. ACS’ report and related documentation is examined for a final technical review to ensure the most favorable treatment of the Tax Code has been applied.

**c. Contingency Plan for Alternative Staffing**

ACS believes in promoting within our firm and all higher-level employees have served in the capacity of all of the positions below their current position. If an employee is on vacation, sick, or has an emergency, ACS reassigns their duties to the employee’s supervisor. In the case of a Director reassignment, the backup would be to another Director. Listed below is ACS’ alternative staffing plan for the County:

Employee Assigned	Tasks	Alternative Replacement
Doug Pahnke	Day-to-day support	Robert Goubert
Stacia Perrizo	Report and invoice proofing	Doug Pahnke
Ira B. Sacks	Legal interpretation	Janet P. Sacks
Ira B. Sacks	Arbitrage accountant	Carol Huller

**d. Staff Resumes**

Collectively, our firm’s directors have educational backgrounds that include Masters’ Degrees in Accounting, Business, Law, and Taxation as well as having the distinction of holding Certified Public Accountant Licenses. We have built our practice around a solid, unmatched foundation of accounting expertise, tax law interpretation, and arbitrage rebate minimization strategy. Resumes of the proposed project team are listed below:



24 Years  
 Arbitrage Experience

**IRA B. SACKS, CPA, CFP, TAX ATTORNEY, DIRECTOR**

Holds Masters Degrees in Jurisprudence, Taxation, and Business, Bachelor of Science Degrees in Accounting, Finance and Computer Science | Credited with the development and implementation of an industry-first, arbitrage rebate calculation software system | Renowned analytical acumen in selecting and applying a specific set of the Tax Code to minimize a client’s rebate liability | Regularly provides arbitrage rebate interpretation, consultation and advice to IRS and SEC officials and NABL | Current member of NABL and subcommittee member of the General Tax Matters Committee



11 Years  
Arbitrage Experience

**DOUG PAHNKE , DIRECTOR, VICE PRESIDENT**

Holds Bachelor of Science Degrees in Marketing and Finance, Masters Degree in Computer Science | Nationally recognized expert of the Tax Code | Coordinates the firm's IRS Audit Defense Team of accountants, legal counsel and arbitrage rebate employees to ensure favorable outcome for clients | Highly regarded instructor on topic of arbitrage compliance to government organizations, auditing firms and accounting firms throughout the nation | Adept at applying years of government accounting acumen to resolve problems and recreate incomplete, aged accounting records | CPA Candidate



19 Years  
Arbitrage Experience

**CAROL HULLER, DIRECTOR, VICE PRESIDENT**

Holds Bachelor of Science Degree | Extensive knowledge of interest rate swaps, parity reserve allocations, expenditure allocation analysis, bond year slicing optimization, universal cap compliance, variable rate bonds, and transferred proceeds analysis | Highly regarded as an expert among experts, regularly providing arbitrage rebate interpretation, consultation and advice to clients and to professionals within the arbitrage rebate industry | Develops sophisticated cash flow models analyzing past and future investment earnings and eliminating client's risk of IRS fines and penalties



20 Years Experience  
in Public Finance  
and Government

**KEN GARDNER, RELATIONSHIP MANAGER**

Holds Bachelor of Science Degree from Seton Hall University in Business Administration/ Economics | Certificate in Government from Rutgers University | Certificate in Supervisory Management from the National Certified Public Managers Program | Brings over 10 years of experience in public finance, bond compliance and issuance representing clients from the State, County, Authority, Municipal, School District, and Hospital levels as well as over 10 years experience in government as an elected official and government employee | Served as Council President and Fire Commissioner in Woodbridge, New Jersey | Served as a manager of School Facilities Finance for the New Jersey Department of Education



24 Years  
Arbitrage Experience

**JANET P. SACKS, MANAGING DIRECTOR, PRESIDENT**

Holds Masters Degrees in both Accounting and Finance | Industry Pioneer and original member of the Beryl Anthony Commission of Public Finance, the Congressional Committee responsible for the overhaul of 1986 Tax Code | Highly regarded in the field of arbitrage compliance and speaker for national agencies including the Internal Revenue Service, the Securities Exchange Commission, NABL, numerous government organizations as well as state and local Government Finance Officer's Associations | Reviews all calculations to ensure they are in compliance with the Tax Code



9 Years  
Arbitrage Experience

**STACIA PERRIZO, SENIOR MANAGER**

Holds Bachelor of Arts Degree | Brings an excellent foundation from her years of financial audit experience as Internal Financial Auditor for the Marriott Corporation | Member of the IRS Audit Defense team since 2002 | Primary focus is on the production and review of arbitrage rebate analysis, training new accountants, and analyzing financial trends to reduce or eliminate potential arbitrage rebate | Expertise in complex analytical work, including arbitrage rebate minimization strategies, common reserve allocations, and yield period optimizations



9 Years  
Arbitrage Experience

**ROBERT GOUBERT, ACCOUNT MANAGER**

Brings a solid foundation in budgeting, forecasting, and profit/loss analyses as Profit Manager with the Marriott Corporation | Skilled at applying years of experience and government accounting knowledge to resolve problems and recreate incomplete, forensic accounting records | Highly regarded instructor on a national level covering arbitrage minimization, accounting requirements, investment tracking systems, and IRS audit-proofing procedures for GFOA, school business officials, and auditing firms | Responsible for training new account managers and overseeing team's report production as well as managing client relations



2 Years  
Arbitrage Experience

**TROY VANDERPLOEG, CPA, ACCOUNTING MANAGER**

Holds Bachelor of Science Degree in Finance and Master of Science Degree in Accounting | Extensive knowledge of interest rate swaps, parity reserve allocations, expenditure allocation analysis, universal cap compliance, variable rate bonds, and transferred proceeds analysis | Develops sophisticated cash flow models analyzing past and future investment earnings and eliminating client's risk of IRS fines and penalties | Troy enters the initial information into our arbitrage software for a senior level staff member to complete the calculations



2 Years  
Arbitrage Experience

**STEPHEN BRODEN, ACCOUNT MANAGER**

Holds Bachelor of Science Degree in Financial Management | Brings six years of experience in finance, accounting, and investments as a Bank Manager for Wachovia Bank | Works very closely with client's staff concerning investment practices, debt structures and accounting requirements to ensure compliance with the Tax Code, with a focus on minimizing costly rebate liabilities | Excels in developing and maintaining business relationships with clients | Excels in developing a full understanding of the client's debt programs



4 Years  
Arbitrage Experience

**TYSON GOULDING, ACCOUNTING MANAGER**

Holds Bachelor of Science Degree in Accounting | Extensive knowledge of interest rate swaps, parity reserve allocations, expenditure allocation analysis, universal cap compliance, variable rate bonds, and transferred proceeds analysis | Develops sophisticated cash flow models analyzing past and future investment earnings and eliminating client's risk of IRS fines and penalties | Tyson enters the initial information into our arbitrage software for a senior level staff member to complete the calculations | CPA Candidate



2 Years  
Arbitrage Experience

**CHRIS ROSE, CPA, ACCOUNTING MANAGER**

Holds both Bachelor of Science and Master of Science Degrees in Accounting | Extensive knowledge of interest rate swaps, parity reserve allocations, expenditure allocation analysis, universal cap compliance, variable rate bonds, and transferred proceeds analysis | Develops sophisticated cash flow models analyzing past and future investment earnings and eliminating client's risk of IRS fines and penalties | Chris enters the initial information into our arbitrage software for a senior level staff member to complete the calculations

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**4. REQUIRED CERTIFICATIONS AND SUBMITTAL**

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Ira B. Sacks	Attorney License	11490
Ira B. Sacks	Certified Public Accountant License	6950
Ira B. Sacks	Preparer Tax Identification Number*	P0124703
Troy Vanderploeg	Certified Public Accountant License	28963
Christopher Rose	Certified Public Accountant License	29050

**\*New registration requirements for arbitrage rebate providers:** Prior to December 31, 2010, the arbitrage rebate industry did not have governmental oversight. Regardless of an individual's education or qualifications, the individual was allowed to perform arbitrage calculations. Because of this lack of qualification in the arbitrage industry, the United States Treasury required firms to be registered with the IRS as of January 1, 2011. A registered arbitrage provider is required to have either a CPA's license, attorney's license, or must satisfy minimal testing requirements in order to legally calculate and submit arbitrage rebate and/or yield restriction payments to the IRS. Ira B. Sacks received his qualification through his CPA and Tax Attorney Licenses. *In reviewing the responses from other vendors, the County should take note of the qualifications of the individual(s) that have received their tax professional Preparer Tax Identification Number ("PTIN") and determine how many years of actual arbitrage rebate experience the individuals have.*

*Many arbitrage rebate firms were in a rush to employ an individual by December 31, 2010 that would qualify for a PTIN. Such firms may have hired an attorney or a CPA with little to no experience in calculating arbitrage rebate in order to satisfy the new registration requirement.*

**Professional liability insurance is included in Tab 1 of this response.**



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## 5. SCOPE OF SERVICES

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ACS performs pre-calculation work on all rebate computations, assuring that the relevant regulatory and technical expertise necessary to identify the lowest, legally permissible arbitrage rebate liability is applied.

**No cost contract transition team:** As part of the arbitrage rebate service contract, ACS' contract transition team will copy the necessary bond documents and completed arbitrage reports at the County's location. ACS provides this no cost service because we understand that switching from one vendor to another can create additional work for the County's staff. The County's involvement will be limited to directing ACS personnel to the location of the bond transcript books. Transitioning an arbitrage contract for 13 bonds can take upwards of 16 labor hours and by allowing our firm to transition the contract, the County will forgo the labor cost and inconvenience of copying the documents required to transition to our firm. ACS' transition team will require approximately 100 square feet of working space and the use of a copier for approximately one day to complete this transition. Our team is very conscientious and will not disrupt County personnel during the course of copying the necessary documents. Our calculations will incorporate the findings compiled by the County's previous provider in order to create a comprehensive arbitrage rebate report. Transition costs and other hardships typically placed on the County will be eliminated.

### *Arbitrage compliance programs*

**On-site training:** We understand that arbitrage compliance is not part of the daily routine of the County's employees; therefore, the County's contract will be supported by our Houston, Texas office. The on-site services that ACS will provide to the County are:

- No cost contract transition team will be provided
- Comprehensive discussions of the findings of each arbitrage calculation
- Training of the County's staff on strategies to help lower arbitrage liabilities
- Training of the County's staff on the accounting rules allowable under the Tax Code
- Attend board meetings

**Yield restriction requirements:** ACS monitors each debt issue to ensure that it satisfies both the construction fund yield restriction requirements as well as the refunding escrow yield restriction requirements.

**Full or partial payment advice:** The arbitrage rebate regulations require that at least 90% of the liability is paid when due. However, if less than 100% of the liability is paid, the remaining unpaid liability may continue to increase due to the future value factor used to compute arbitrage rebate. ACS will evaluate if making a payment less than 100% of the liability due is in the best interest of the County. ACS will review certain factors such as: unspent fund balances, current earnings rates, and the future value factor.

### *Computational requirements*

**Legal analysis of bond documents:** Our in-house tax attorney will analyze each bond structure to determine which bonds are subject to rebate, yield restriction, and applicable exceptions. ACS will issue a legal opinion to the County stating our findings. We will then determine IRS filing deadlines, extensions, and election requirements and enter this information into our database tracking system to ensure timely reporting.

**Bond yield:** ACS will compute the bond yield on each debt issuance to ensure accuracy. The Tax Code only allows one method to calculate the bond yield on fixed rate bonds; however, the Tax Code allows numerous methods to calculate the yield on variable rate bonds. As discussed on Page 6 of this response, ACS has developed a variable rate bond yield slicing model utilized to significantly reduce or eliminate arbitrage rebate payments for variable rate bonds. Our bond year slicing model has saved our clients millions in potential arbitrage rebate and yield restriction payments.



**Gross proceeds:** The ACS accountant will reconcile the investment detail to each debt issue's source/use statement to ensure all gross proceeds have been accounted. We always include all funds that are subject to rebate in our calculations including: cost of issuance funds, project funds, escrow funds, transferred proceeds, capitalized interest funds, reserve funds and debt service funds.

**Investment records:** As a national provider of arbitrage rebate services, ACS currently works with investment firms throughout the Country. ACS will contact the respective investment firm directly and have the investment statements sent to our firm for storage. Our statement storage program alleviates the need for our clients to track down old statements, copy them and mail them to our firm. Upon receipt of the monthly statements, ACS will review the data for completeness. If ACS discovers any inconsistencies, we will contact the County to discuss the entries while the transactions are still current and easily reconciled in the County's records. As correcting entries become aged, reversing those entries becomes more difficult and therefore requires more of the County's personnel time than is necessary.

**Yield on the investments:** Investment yield is calculated for each investment to assist in evaluating if each investment was attributing to a positive arbitrage rebate liability or negative arbitrage rebate liability. Rate of return information will identify which investments are underperforming and may be exchanged for higher yielding investments to maximize the overall rate of return on the investment portfolio. Rate of return is also calculated for all investments in aggregate.

**Unmatched understanding of the Tax Code:** ACS' experience in the arbitrage rebate industry, combined with our ability to offer on-the-spot legal advice, makes our firm stand out from our competitors. ACS has developed an unmatched, comprehensive knowledge of tax regulations, existing tax regulation interpretation, and the skills for determining how new financial instruments will be handled by the IRS to keep our clients in compliance with the Tax Code. The Tax Code is riddled with legal uncertainties and ambiguities. These ambiguities are not made easier since arbitrage rebate regulations have undergone four major changes, as indicated in bold type in *Figure 1* below, and numerous minor regulatory changes since 1986.

- Figure 1:**
- 1986 Arbitrage Rebate Requirements, Section 148, issued 8/31/86**
  - 1989 Temporary Regulations, issued 5/15/89**
    - Amended on 4/25/91
  - 1989 Spending Exception Regulations
  - 1992 Final and Proposed Regulations, issued 5/18/92**
    - Amended on 9/30/92
    - Amended on 10/5/92
  - 1993 Final Regulations, issued 7/1/93**
  - 1998 Amendment to Small Issuer Exception, issued 1/1/98
  - 2002 Amendment to Small Issuer Exception, issued 1/1/02
  - 2007 Amendment to Safe Harbor Rules, issued 1/1/07
  - 2009 Amendment to Computational Credits, issued 1/1/09

Arbitrage rebate calculations are dependent upon the year of issuance and the set of regulations that were effective at the time of issuance. Therefore, a thorough knowledge of each and every regulatory change since that time is mandatory to accurately compute the lowest permissible liability as allowed by law. Ira Sacks' daily involvement in the arbitrage calculation process ensures that the arbitrage exemptions and elections are correctly applied to compute the lowest permissible arbitrage rebate liability.

**Perform computations every five years and upon maturity:** Data is entered into our rebate calculation software and the rebate, yield restriction/yield reduction or spending exception/penalty calculations are performed. Throughout the data entry phase, the ACS accountant confers with our tax attorney concerning any unusual circumstances surrounding the data. Compliance with the Tax Code is essential to the calculations and services ACS performs for our clients. Each calculation will be performed on our proprietary arbitrage rebate software.



**Methodology in completing calculations:** As an integral and important part of ACS' arbitrage rebate services, we utilize our vast and extensive experience by first identifying various allowable alternative methods, which may lower the rebate liability on each bond issue and then research, evaluate and apply the most advantageous option. As an example, there are numerous accounting and allocation rules such as: pro-rata, first-in, first-out, last-in, first-out, or specific tracing of funds, all contained within the Tax Code. These methods provide a degree of flexibility in allowable treatments of investment/expenditure of bond proceeds that serve as our input into the rebate calculation process. ACS will use its years of experience and large knowledgebase to apply these rules and select the best method or combination of methods to minimize the County's aggregate rebate liability.

Each report and related supporting documentation will be subject to examination by ACS' tax attorney for final technical review to ensure the most favorable treatment of the Tax Code. ACS' reports include an executive summary, investment information as well as recommendations as outlined below:

**Executive summary:**

- CPA certified and legal professional opinion that the calculations were completed in accordance with the Tax Code and may be relied upon by the County in determining the liability payments to the United States Treasury.
- Investment yield – the overall cumulative yield for all investments.
- Arbitrage rebate liability
  - 100% arbitrage rebate liability
  - 90% arbitrage rebate liability – the Tax Code only requires that at least 90% of the liability be paid upon reaching a filing date.
  - Bond yield – to ensure accuracy in our reports, ACS will recalculate the bond yield using the source documents received since the entire arbitrage rebate calculation is based on the bond yield.

**Investment information:**

- Investment yield is calculated for each investment to assist in evaluating if each investment was attributing to a positive arbitrage rebate liability or negative arbitrage rebate liability.
- Rate of return information will identify which investments are underperforming and may be exchanged for higher yielding investments to maximize the overall rate of return on the investment portfolio.
- Rate of return is also calculated for all investments in aggregate.

**Recommendations:**

- Future filing due dates
- Accounting method modifications – ACS will provide recommendations on alternative accounting methods that may be employed to reduce the arbitrage rebate liability.
- Liability reserves – amount of funds to be reserved for upcoming arbitrage filings
  - ACS will analyze the current fund balances, investment yields, yield trends, and future value factors and provide recommendations on whether to submit 100% of the arbitrage liability or 90% of the liability.
- Spending exception elections
- Yield restriction limits

**IRS reporting requirements**

**Complete Form 8038-T and reports:** ACS will prepare and distribute a signature ready IRS Form 8038-T for payment of arbitrage rebate or yield restriction to include detailed filing instructions. The forms and returns will be attached to the supporting calculations and will include transferred proceeds allocations.

**Provide a written report:** Each report will include supporting documentation and will include a legal professional opinion that the calculation methodology used is consistent with current tax laws and regulations and may be relied upon by the County in determining the liability payments to the United States Treasury.



**Determine correction/penalty amount:** If a correction amount is due, ACS will determine that amount due to include any penalty amount. In the history of our firm, ACS has not missed a deadline that resulted in a correction or penalty amount due.

**Recovery requests/IRS refunds:** ACS has completed hundreds of refund requests for clients. Requesting a refund from the IRS requires an extensive amount of documentation to be gathered and formatted to expedite processing the refund. Since the IRS completes a mini-audit on both the past completed arbitrage rebate reports as well as the bond structuring, the information submitted to the IRS needs to be evaluated by ACS carefully before presenting the information to the IRS. For example, bond structuring investments have recently been scrutinized by both the IRS and the SEC concerning swap agreements and cancellations, forward purchase agreements, escrow funds supported by open market securities, and guaranteed investment agreements. These investment and hedge transactions were often not sold for market rates and created arbitrage positions that placed the municipalities' debt at risk of losing their tax-exempt statuses. Before submitting a refund to the IRS, ACS will identify the risk level of submitting bond information to the IRS and discuss our findings with the County. ACS' goal is to not only calculate the lowest arbitrage rebate but to also keep the County out of harm's way in regard to the IRS and SEC inquires.

**Record retention:** ACS will retain all records received by the County for the life of the bond plus three years.

**IRS audits:** ACS has been assisting our clients with audits for over 24 years. We not only deliver initial preventative "audit-proofing" in our work product for clients, but also provide all necessary IRS follow-up procedures as outlined below:

**Step One:** Determine if the audit was random or targeted

- On-staff tax attorney reviews audit details
- If the audit was targeted, ACS would research the NABL database to determine if other audits were issued under similar circumstances.
- Evaluate the finding from similar audits

**Step Two:** Determine the risk to the County

- ACS will evaluate:
  - Investments, swaps, repurchase agreements, guaranteed investment contracts, or other financial instruments that have been known to evoke IRS attention.
  - The structure of the debt issue.
  - The accuracy of past arbitrage providers' calculations (if applicable).

**Step Three:** ACS will formulate the answers to the IRS audit and act as legal representative to shield the County from direct exposure to the IRS inquiry to ensure that all responses are properly formulated to reduce the County's exposure to penalties.

**Step Four:** If ACS determines the bond under audit may have exposure, ACS' legal and accounting team will confer with the County's Bond Counsel, Financial Advisors and other related parties to strategize on how to lower the amount of the exposure to the minimum level. If allowable, ACS will re-compute the arbitrage rebate or yield restriction liability and perform other calculations deemed necessary to assist the County in reducing or eliminating any financial penalties that the IRS may impose.

***Who better to defend the County in an IRS audit than a firm that has both 24 years of accounting and legal acumen in the arbitrage rebate industry?***



**Bond tracking system:** Key information from each debt issue is entered into our database system to track IRS filing deadlines and election requirements to ensure timely reporting. Information included in this system will be provided as an Arbitrage Rebate Summary as detailed below:

**ARBITRAGE REBATE SUMMARY**

City of XYZ  
Friday, July 16, 2010

Arbitrage Compliance Specialists, Inc.  
Phone: (800) 672-9993  
Fax: (800) 756-6505  
www.rebateyacs.com



Cpt#	PAR	Bond Issue	BOND FACTS				COMPLETED				FUTURE	
			Date Issued	Final Maturity	Subject to Rebate	Subject to Project Yield Restriction	Report Description	Type	End Date	Liability	Type	End Date
1.00	\$5,507,370.65	Unlimited Tax Refunding Bonds, Series 1989	11/21/89	03/01/00	Yes	No	Arbitrage Rebate Calculation	Final	03/01/00	(\$102,005.83)		
2.00	\$1,875,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 1993	05/19/93		No	No						
3.00	\$1,465,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 1994	10/20/94		No	No						
4.00	\$2,760,000.00	Unlimited Tax Refunding Bonds, Series 1996	09/11/96	03/01/08	Yes	No	Arbitrage Rebate Calculation	Final	03/01/08	(\$58,145.80)		
5.00	\$3,060,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2000	09/20/03		No	No						
6.00	\$5,515,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2001	05/22/01	02/01/26	Yes	No	Arbitrage Rebate Calculation	05th Year	08/22/05	(\$134,861.13)	10th Year	06/21/11
6.10	\$3,160,000.00	Bond Anticipation Note, Series 2001	12/11/01	09/19/02	Yes	No	Arbitrage Rebate Calculation	Final	09/19/02	(\$4,944.60)		
7.00	\$6,340,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2002	09/19/02	02/01/27	Yes	Yes	Arbitrage Rebate Calculation	05th Year	09/19/07	(\$173,782.04)	10th Year	08/11/12
							Project Yield Restriction Calculation	05th Year	09/19/07	(\$14,445.53)		
7.10	\$10,110,000.00	Bond Anticipation Note, Series 2002	09/23/02	09/10/03	No	No	Arbitrage Rebate Calculation	05th Year	11/20/07	(\$50,814.31)	10th Year	11/20/12
8.00	\$2,655,000.00	Unlimited Tax Refunding Bonds, Series 2002	11/20/02	03/01/17	Yes	No	Arbitrage Rebate Calculation	05th Year	09/10/06	(\$389,714.21)	10th Year	09/10/13
9.00	\$18,440,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2003	09/10/03	03/01/28	Yes	No	Arbitrage Rebate Calculation	05th Year	11/04/09	(\$139,446.48)	10th Year	11/04/13
9.10	\$9,865,000.00	Bond Anticipation Note, Series 2003	10/20/03	10/01/04	No	Yes						
10.00	\$21,250,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2004	11/04/04	03/01/28	Yes	Yes	Arbitrage Rebate Calculation	05th Year				
10.50	\$12,835,000.00	Bond Anticipation Note, Series 2004A	12/01/04	11/20/05	No	Yes						
10.75	\$10,368,716.83	Refunding Bond Anticipation Note, Series 2004	10/01/04	11/20/04	No	No						
11.00	\$33,780,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2005	08/04/05	02/01/20	Yes	Yes	Arbitrage Rebate Calculation	05th Year			05th Year	08/04/10
12.00	\$16,850,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2005	06/22/08	03/01/20	Yes	Yes	Arbitrage Rebate Calculation	05th Year			05th Year	06/22/11



### *Additional services provided to the County*

**Providing an efficient, cost-effective means of calculating rebate:** In addition to providing arbitrage calculation fees of approximately 30-40% lower than the industry average, ACS will provide services to cover the entire life cycle of each debt issue starting with the preliminary planning stage of a debt issue and ending with investment records storage for three years after the bonds have matured. The additional services ACS will provide are listed below:

- **No cost transition team:** ACS will provide a transition team to copy the bond documents and prior calculations at the County's location. The County's involvement will be limited to directing ACS personnel to the location of the bond transcript books. This process will be performed at *no cost to the County*.
- **Automatic distribution of bond documents through the closing process:** As debt is issued in the future, ACS will work directly with the County's bond counsel to receive documents directly, eliminating the need for the County's personnel to copy the documents.
- **Monthly data transmissions:** Upon receipt from the investment firm, ACS will review the data for completeness. If ACS discovers any inconsistencies, we will contact the County to discuss the entries while the transactions are still current and easily reconciled in the County's records. As correcting entries become aged, reversing those entries becomes more difficult to implement and therefore requires more of the County's personnel time than is necessary.
- **On-site training classes:** ACS is committed to providing initial and ongoing training of the County's staff to aid in the understanding of arbitrage rebate. Our support and training includes comprehensive discussions of each arbitrage calculation, training on strategies to help lower arbitrage rebate, and training concerning the rules of arbitrage rebate accounting.
- **Pre-issuance advice:** ACS has performed over 30,000 arbitrage rebate and yield restriction calculations for tax-exempt debt issues over the past 24 years. Over this time, we have seen complications that can arise based on elections made by municipalities during the pre-issuance stage of the debt. Such complications have the potential to create high arbitrage rebate liabilities. We find that in many cases, the arbitrage rebate payments may have been reduced or eliminated if these issuers had consulted with ACS during the pre-issuance stage of the debt issue. ACS' practice is committed to providing pre-issuance election advice to our clients to assist in lowering or eliminating arbitrage rebate payments made to the IRS.
- **Create an arbitrage rebate policy manual:** In 2008, the IRS announced that a review of tax-exempt debt issuers' arbitrage compliance policies would be added to their audit processes. In response, ACS' tax attorney and team of accountants developed a comprehensive policy manual that includes a summarized explanation of the arbitrage rebate requirements as well as a model of best practices to ensure compliance with the Tax Code. The policy manual is provided to all of our clients and is tailored to meet the specific accounting structure and process flow of each client.



# CERTIFICATE OF LIABILITY INSURANCE

ARBIT-1 OP ID: AP

DATE (MM/DD/YYYY)

06/18/12

<b>PRODUCER</b> Western Group Inc - Montrose 540 East Main PO Box 788 Montrose, CO 81402 Alex Perez		970-249-6661	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b> Arbitrage Compliance Specialistst, Inc. 5975 S Quebec St // Sulte 205 Greenwood Village, CO 80111		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: State Auto Insurance	41653
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BOP261747000	07/18/12	07/18/13	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMPIOP AGG	\$ 4,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BOP261747000	07/18/12	07/18/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Those usual to the Insured's operations

## CERTIFICATE HOLDER

**HILDAGO**

County of Hildago  
 Purchasing Department  
 2812 South Highway Bus 281  
 Edinburg, TX 78539

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Alex Perez

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/13/2013

PRODUCER  
Pinnacol Assurance  
7501 E Lowry Blvd  
Denver, CO 80230-7006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Arbitrage Compliance Specialists Inc  
5975 S. Quebec St. #205  
Greenwood Village, CO 80111

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	Pinnacol Assurance	41190
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIERS PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP(Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY:                      AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
<b>A</b>		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below	3358559	08/01/2012	08/01/2013	<input checked="" type="checkbox"/> W/C STATU- <input type="checkbox"/> OTHER TORY LIMITS E.L EACH ACCIDENT                      \$1,000,000 E.L DISEASE - EA EMPLOYEE            \$1,000,000 E.L DISEASE - POLICY LIMIT            \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

1455135  
County of Hildago  
Purchasing Department  
2812 South Highway  
Bus 281  
Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

**Timothy Hurd**  
Underwriter

ACORD CORPORATION 1988

## CERTIFICATE HOLDER COPY

County of Hidalgo  
Purchasing Department  
2812 South Highway  
Bus 281  
Edinburg, TX 78539

### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



## CERTIFICATE OF INSURANCE

**TO:** Purchasing Department  
County of Hildago  
2812 South Highway Bus 281  
Edinburg TX 78539

**This is to certify that the described insurance is in force at this date with:  
Colony Specialty Insurance Company**

**NAMED AND ADDRESS OF INSURED:**

Arbitrage Compliance Specialists, Inc.  
5975 S. Quebec Street, #205  
Centennial CO 80111

**TYPE OF INSURANCE:** Accountants Professional Liability

**AMOUNT OF COVERAGE**

\$2,000,000 Limit of Liability, Each Claim  
\$2,000,000 Limit of Liability, Aggregate  
\$5,000 Deductible, Each Claim  
\$5,000 Deductible, Annual Aggregate

**POLICY PERIOD**

**Effective Date** 01/06/2013  
**Expiration Date** 01/06/2014

**POLICY NUMBER** IAC10887 - 03

**This certificate is furnished to you as a matter of information only and confers no rights upon the Certificate holder. The issuance of the Certificate does not make the person or organization to whom it is issued an additional Insured, nor does it modify in any manner the Policy between the Insured and the Insurers. Any amendment, change or extension of such Policy can only be effected by special endorsement attached thereto.**

**In the event of cancellation of the aforementioned Policy by the undersigned, the undersigned will endeavor to give 30 days written notice to the party to whom this Certificate is issued, but failure to give such notice shall impose no obligation upon the undersigned.**

**DATE:** December 12, 2012

A handwritten signature in cursive script, appearing to read "Michael J. Chavacola", written over a horizontal line.

**Authorized Representative**



Hidalgo County Purchasing Department  
New Administration Building  
2812 S. Business Highway 281  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

February 21, 2011

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: **HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**  
Request For Qualifications:  
“Arbitrage Calculation Services-Hidalgo County and Hidalgo County Drainage District No. 1”

**RFQ No: 2011-070-03-16-VYG**

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

\_\_\_\_\_  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/vyg

Enclosures



Hidalgo County Purchasing Department  
New Administration Building  
2812 S. Business Highway 281  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

## REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

**HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**  
**"ARBITRAGE CALCULATION SERVICES"**  
**RFQ No: 2011-070-03-16-VYG**

1. Request For Qualifications Letter.
2. Request for Qualifications, Legal Notice, consisting of 9 pages.
3. Requirements, Exhibit A and Additional Specifications, consisting of 10 pages.
4. Evaluation Criteria, Exhibit B, consisting of 3 pages.
5. Insurance Requirements, Exhibit C, consisting of 4 pages.
6. Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 1 page.
7. Participant's Affidavit, Exhibit E, consisting of 1 page.
8. Vendor Application and Request for Taxpayers Identifications Number (W-9) form, consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
\_\_\_\_\_  
Martha L. Salazar, CPPB, Purchasing Agent

February 21, 2011  
\_\_\_\_\_  
Date

<b>RFQ No: 2011-070-03-16</b>	<b>Contract's Manager: Vangie Y. Garcia</b>	<b>Tel. No: (956) 318-2626</b>
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## **REQUEST FOR QUALIFICATIONS**

**Hidalgo County and Hidalgo County Drainage District No. 1**  
Edinburg, Texas

**ARBITRAGE CALCULATION SERVICES**  
**MARCH 16, 2011**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Hwy. Business 281 - Administration Building  
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

**LEGAL NOTICE**

**RFQ NO: 2011-070-03-16-VYG**

1. **Sealed Statements of Qualifications** will be received for "**ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO.1**", in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Submitters may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.
2. One (1) original and seven (7) copies of all RFQs are required, with the submitters name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "**REQUEST FOR QUALIFICATIONS NO: 2011-070-03-16-VYG-ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**" and in County's Purchasing Department, 2802 S. Hwy. Business 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, March 16, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ: 2011-070-03-16-VYG-ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 .**

Hidalgo County and Hidalgo County Drainage District No.1 reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County and Drainage District.

**WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN** Wednesday, March 9, 2011 *at 5:00 p.m.* Responses will be sent to all applicants via facsimile by Friday, March 11, 2011 at 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. 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 submitter, or to reject all RFQs and re-advertise.
4. For work to be performed at a County-owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Submitter should take field dimensions and note all circumstances which affect the RFQ.
5. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

6. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Submitters shall acknowledge receipt of all addenda as a part of their RFQ.
7. County reserves the right to accept or reject any or all RFQs.
8. Costs are to be net F.O.B. destination, County Prepaid.
9. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
10. 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 an RFQ 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.
11. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
12. DELIVERY INSTRUCTIONS: (IF APPLICABLE)
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
  - . If you need additional information call the office listed below:  
Hidalgo County Purchasing Department  
Martha L. Salazar, CPPB, Purchasing Agent  
(956) 318-2626
13. BILLING AND PAYMENT INSTRUCTIONS:
  - . Invoices must include:
    - a) Name and address of successful submitter
    - b) Name and address of receiving department or official
    - c) Purchase Order Number (if any)

d) Notation - **"ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1"**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Discount payments will be considered when offered.

Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office (**For Hidalgo County**)

Ray Eufrazio, County Auditor

2808 S. Business Hwy. 281

Edinburg, TX 78539

956-318-2511

**Hidalgo County Drainage District No.1**

**Godfrey Garza**

**1902 North Doolittle Road**

**Edinburg, Texas 78542**

14. Schedule of Events

**RFQ Acceptance, 9:30 A.M.**

**March 16, 2011**

Award of Contract

\_\_\_\_\_, 2011

Commence Work or Deliver Products

\_\_\_\_\_, 2011

15. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~

~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- . ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- . ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- . ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

16. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

17. **Disclosure of Conflict of Interest:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE Proposer.**

18. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
19. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
20. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
- . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
  - . Be able to comply with the required or proposed delivery schedule;

- . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
21. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
22. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
23. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the requirements.
24. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark

infringement, and the like, arising out of the goods or services provided by successful proposer.

25. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for QUALIFICATIONS shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
26. 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.
27. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
28. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
29. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications for  
Hidalgo County and Hidalgo County Drainage District No. 1  
**“ARBITRAGE CALCULATION SERVICES”**  
**RFQ NO: 2011-070-03-16-VYG**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Hwy. Business 281 - Administration Building  
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Submitter acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Submitter understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Submitter: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**REQUIREMENTS**

**HIDALGO COUNTY and**  
**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

**REQUEST FOR QUALIFICATIONS**

**"ARBITRAGE CALCULATION SERVICES"**  
**RFQ NO:2011-070-03-16-VYG**

Hidalgo County is inviting statements of qualifications from qualified arbitrage firms to provide arbitrage calculation services. The County of Hidalgo is seeking to enter into an arbitrage calculation services contract(s) with **a qualified state-(Texas) arbitrage consulting firm(s)**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **“HIDALGO COUNTY-ARBITRAGE CALCULATION SERVICES REQUEST FOR QUALIFICATIONS”** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M. March 16, 2011**. **ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director’s may, at their option, utilize the **“ARBITRAGE CALCULATION SERVICES”** selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director’s of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

Deliver Submittal to:

RFQ NO: 2011-070-03-16-VYG

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
New Administration Building  
2812 So. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
New Administration Building  
2802 So. Business Hwy 281  
Edinburg, Texas 78539

**The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.**

The following outlines the Request For Qualifications:

**SECTION I GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of:** 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539.

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, March 9, 2011, at 5:00 P.M.** at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, March 11, 2011, at 5:00 P.M.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**DISCLOSURE OF CONFLICT OF INTEREST:**

Effective February 17, 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 complete 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.**

**PROPOSER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-COLLUSION:**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

**NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF BIDS:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFQ DELIVERY:** Hidalgo County requires submitters, when hand delivering qualifications, to make sure that is it stamped with date and time by the County Purchasing Department staff.

**SIGNING OF QUALIFICATIONS:**

In order to be considered all submittals **must** be signed. **Please sign the original in [blue ink](#).**

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF CONTRACT:**

It is intended that the term of the contract will be for an initial period of one (1) year with the County's option to renew for three (3)-one (1) year terms, under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

All costs and expenses associated with the preparation and submission for (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**DAVIS BACON ACT: (IF APPLICABLE)**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

## **SECTION II RFQ REQUIREMENTS**

**Request For Qualifications and Proposal:**

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

**Contents:**

The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

**Understanding of the Project:**

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**Firm(s) Qualifications:**

The County of Hidalgo is seeking to contract with a competent firm(s), registered and licensed to practice in the State of Texas, that has/have had experience in, but not limited to, the following areas:

- Qualified firm must have a minimum of (5) years experience with arbitrage rebate compliance services;
- Qualified firm must have an office located in Texas;
- A description of the firm's personnel and their most recent similar projects.
- A minimum of at least five (5) such projects with federal, state or local governments in the past three (3) years.

- A minimum of three (3) client references for whom the same type work was performed (list must include name, address, telephone number, date and project description) should be included for reference purposes.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

**Personnel and Staffing:**

The participant should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**Required Certifications and Submittal:**

This section will contain any licenses and certifications as required by Hidalgo County, the State of Texas, etc. The firm(s) should add copies of their Professional Liability Insurance. Hidalgo County requires limits as described and detailed in Exhibit “C”-Insurance Requirements contained herein

**SCOPE OF SERVICES:**

The firm selected will be required to perform all services, duties customarily and usually performed with respect to the type of work listed above for services the County of Hidalgo. **(Please refer to Additional Specifications and Requirements).**

**PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL:**

The fee will be negotiated based on the scope of work and services.

**PART III-SELECTION AND SCHEDULES**

**SELECTION PROCEDURES/EVALUATION SYSTEM:**

The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

- A. Hidalgo County Commissioner’s Court and/or an Evaluation Committee (selected and/or designated by (Commissioner’s Court) will review, score and evaluate the written Statements of Qualifications (SOQ’s) received in response to this Hidalgo County request for qualifications.
- B. After the SOQ’s have been reviewed, scored and evaluated, a grid will be presented to Commissioner’s Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of the RFQ.

**NEGOTIATION PROCESS:** The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFQ's.

**TERMINATION OF SERVICES:** Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with thirty (30) day's written notice prior to cancellation.

**Hidalgo County and Hidalgo County Drainage District No. 1**  
**Arbitrage Calculation Services**  
**RFQ NO: 2011-070-03-16-VYG**

**Additional Specifications and Requirements**

**SCOPE OF SERVICES:**

The firm selected will be required to perform arbitrage calculations for Hidalgo County and Hidalgo County Drainage District's current certificates of obligation issues and any new issues that may be added during the term of the contract.

Hidalgo County's outstanding issues currently include:

1.	Certificates of Obligation, Series 2001	\$25,675,000.00
2.	Certificates of Obligation, Series 2002	\$20,910,000.00
3.	Certificates of Obligation, Series 2004	\$32,250,000.00
4.	Refunding Bonds, Series 2005	\$51,640,000.00
5.	Certificates of Obligation, Series 2006	\$38,770,000.00
6.	Refunding Bonds, Series 2006	\$ 2,180,000.00
7.	Refunding Bonds, Series 2007	\$26,415,000.00
8.	Certificates of Obligation, Series 2009	\$24,280,000.00
9.	Certificates of Obligation, Series 2009A	\$ 6,995,000.00
10.	Certificates of Obligation, Series 2009B&C	\$12,225,000.00
11.	Certificates of Obligation, Series 2010A&B	\$27,850,000.00

Hidalgo County Drainage District No. 1 outstanding issues currently include:

1.	Unlimited Tax Improvement Bonds, Series 2007	\$28,000,000.00
2.	Unlimited Tax Improvement Bonds, Series 2008	\$72,000,000.00

**1. Arbitrage Compliance Program**

Firm will establish a program to ensure Hidalgo County and Hidalgo County Drainage District No. 1 is in compliance with all arbitrage rebate requirements contained in Section 148 of the Internal Revenue Code of 1986 (as revised) and related Treasury Regulations. As part of this compliance program the Firm will serve as a resource to all parties involved, explaining the requirements of the Code and Regulations and providing practical solutions to problems as they occur. The Firm will provide constant interaction with the County and the Drainage District provide the following additional services:

- Assist the County and the Drainage District in understanding the computational and reporting requirements of the Code and Regulations as they currently exist and facilitate their understanding of changes as they occur.
- Be knowledgeable of the rules regarding expiration of temporary periods and be prepared to assist County and the Drainage District in monitoring yield-restricted funds, which may be invested.
- Assist the County and the Drainage District, on a rebate installment date, in evaluating whether a full or partial payment of the rebate liability should be paid.

## **2. Computational Requirements**

Firm will compute the arbitrage rebate that is most advantageous to Hidalgo County and Hidalgo County Drainage District No. 1 using computational methods that comply with arbitrage regulations.

- Review all applicable bond documents including tax or arbitrage certificate, official statement and other related documents.
- Compute the arbitrage yield on the bonds in accordance with the regulations and revise such computations in the event that events occur subsequent to delivery of the bonds, which would require recomputation.
- Identify, and separately account for, all “Gross Proceeds” (as last term is defined in the Treasury Regulations) of the bond issue, including those requiring allocation analyses due to “transferred proceeds” and/or “commingled funds” circumstances.
- Obtain the necessary information related to investments, including expenditure detail; or investment detail; and/or interest earnings.
- Compute the yield on the earnings of the gross proceeds of the issue.
- Firm must be familiar with all of the various regulations to determine which regulations to apply in order to compute the lowest lawful arbitrage liability amount.
- Perform computations of rebatable arbitrage at least once every five years and as of the date all bonds of the issue are retired.
- Provide an executive summary and opinion identifying the methodology employed, major assumptions, conclusions, and any recommendations for changes in record keeping and investment policy. The opinion provided must state that all work performed is consistent with Federal Tax Law and other applicable law.

## **3. Internal Revenue Service Reporting Requirements**

Firm will serve as the interface between the County, Drainage District and the Internal Revenue Service. Firm must be knowledgeable of the reporting and documentation requirements associated with compliance of the arbitrage rules and perform the following duties:

- Complete Internal Revenue Service Form 8038-T and any other necessary reports so that only a signature is required prior to filing on either an installment computation date or final installment date.
- Provide a written report supporting the computations to the County and the Drainage District.
- Determine the correction amount and the penalties associated with any installment failure as required.

- Assist in applying for permitted refunds for certain overpayments in the event the County [and the Drainage District](#) overpays the amount of rebatable arbitrage for an issue.
- Maintain complete records supporting the computations of rebatable arbitrage for a period of not less than six years after the final maturity of all bonds of an issue.
- Assist the County [and the Drainage District](#), as necessary, in responding to any inquiries or audits by the Internal Revenue Service related to the computations performed by the rebate calculation agent.
- Maintain a tickler system, which monitors critical deadlines, calculation due dates, rebate exception dates, and expiration of temporary periods.

**EXHIBIT B**  
**SELECTION CRITERIA**

**HIDALGO COUNTY**  
**REQUEST FOR QUALIFICATIONS**

**ARBITRAGE CALCULATION SERVICES**

**RFQ No. 2011-070-03-16-VYG**

## **EVALUATION CRITERIA**

### **HIDALGO COUNTY “ARBITRAGE CALCULATION SERVICES” RFQ NO: 2011-070-03-16-VYG**

#### **RFQ Evaluation Criteria**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

#### **1. Firm's Qualification/Experience of Firm (0-40)**

The firm's should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. The provider shall designate experienced legal staff to completely and efficiently perform the work.

#### **2. Firm's Understanding Project and Approach to Scope of Service (0-35)**

The firm shall designate availability of specialized legal expertise related to arbitration calculation services to or within the firm in order to completely and efficiently perform the arbitration services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

#### **3. Firm's References and Similar Engagements (0-25)**

The firm should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

**SOQ EVALUATION FORM**  
**"ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY"**  
**RFQ NO:2011-070-03-16-VYG**

**SOQ- EVALUATION FORM**

**Point Range**

**Score**

**1. Firm's Qualifications/Experience of Firm**

**0-40**

\_\_\_\_\_

The firm should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. The provider shall designate experienced legal staff to completely and efficiently perform the work.

Comments/Rationale for Points: \_\_\_\_\_

**2. Firm's Understanding of Project and Approach to Scope of Service**

**0-35**

\_\_\_\_\_

The firm shall designate availability of specialized legal expertise related to arbitration calculation services to or within the firm in order to completely and efficiently perform the arbitration services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

Comments/Rationale for Points: \_\_\_\_\_

**3. Firm's References and Similar Engagements**

**0-25**

\_\_\_\_\_

The firm should provide as much background information as to its experience in providing similar services to County, City or any other governmental agencies. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

Comments/Rationale for Points: \_\_\_\_\_

**TOTAL SCORE:**

\_\_\_\_\_

FIRM: \_\_\_\_\_

Name of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

# EXHIBIT “C”

## Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

**ACORD****CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE	\$
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AUTO ONLY AGG	\$
						\$
C	<b>EXCESS LIABILITY</b>				EACH OCCURENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATU- OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	<b>OTHER</b>					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER: \_\_\_\_\_

CANCELLATION

**Hidalgo County**  
**Attn: Purchasing Department**  
**2812 S Highway Bus. 281**  
**Edinburg, Texas 78539**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ \_\_\_\_\_

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**Notice to Proposer:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.



**THIS FORM MUST ACCOMPANY YOUR PACKET**



# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the **APPLICABLE:**

1. Licenses: \_\_\_\_\_

2. Bonds: \_\_\_\_\_

3. Certificates: \_\_\_\_\_

4. Permits: \_\_\_\_\_

5. Other: \_\_\_\_\_

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

**\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

**1** Name of person who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**PROPOSER'S AFFIDAVIT**  
**Exhibit "E"**

<b>PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING</b>
--

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, \_\_\_\_\_, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

---

Signature/Title: \_\_\_\_\_

---

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_, 20\_\_\_\_



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County’s procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a “Certified HUB Contractor/Vendor” the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:                   •  Yes •  No  
If yes, by whom?: •  Texas Building & Procurement Commission       •  Other \_\_\_\_\_  
Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?: •  Yes •  No

---

**LIST OF CERTIFIED HUB SUBCONTRACTORS**  
(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_% (List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): •  Texas Building & Procurement Commission •  Other \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (    ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): •  Texas Building & Procurement Commission •  Other \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (    ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

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HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable): •  Texas Building & Procurement Commission •  Other \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (    ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

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## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification  
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

**AI-38808**

**13. J.**

**CC CONSENT**

**Meeting Date:** 06/04/2013

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 contract, etc.) as attached hereto for: "Hidalgo County (all funding sources) for Collection of Used Oil, Filters and antifreeze" Bid No. 2013-038-MEG including the re-advertising of project in the event bids are received and project is still required.

**BACKGROUND**

Proposed scheduled

1st advertisement June 8, 2013

2nd advertisement June 15, 2013

Bid Opening June 26, 2013

**Fiscal Impact**

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

No Budgetary Impact for Expenditures. Revenue Only

**Attachments**

Memo & Exhibit A

Draft Contract & Legal Approval

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Darlene Betancourt	05/23/2013 10:30 AM
Budget & Management	Obdett Calzada	05/23/2013 01:24 PM
Manuel Chapa	Manuel Chapa	05/31/2013 02:43 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Elena Gomez		Started On: 05/16/2013 08:48 AM
	Final Approval Date: 05/31/2013	

# MEMORANDUM

**To:** Martin Ramirez, Coordinator  
Hidalgo Co. Environmental Compliance Department

**From:** Elena Gomez, Buyer II  
Hidalgo County Purchasing Department

**Date:** April 22, 2013

**Re:** Bid No. 2013-038-00-00-MEG Approval of Specifications for Hidalgo County  
"Collection of Used Oil, filters, and antifreeze"

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by marking APPROVE (or) DISAPPROVE and signing below. If you mark DISAPPROVE, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY: \_\_\_\_\_ YES / \_\_\_\_\_ NO / X Other

(Specify) County will generate revenue - No Fiscal impact to County.

BUDGET ACCOUNT #: \_\_\_\_\_

Mart Ramirez Martin Ramirez 05/14/13  
AUTHORIZED SIGNATURE PRINTED NAME DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT,  
VIA FAX TO (956) 292-7612 or e-mail: [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) by no later  
than Wednesday May 1, 2013 at 5:00p.m.**

Enclosures

EXHIBIT "A"  
HIDALGO COUNTY (all funding sources)  
"USED OIL, OIL FILTER AND ANTIFREEZE"  
RFB NO.: 2013-038-00-00-MEG

**SCOPE OF WORK:**

Hidalgo County desires to contract for collection and recycling/disposal services for used oil, used oil filter, anti-freeze, and absorbent (including drip pads, rags, oil contaminated soil, and/or granular oil absorbents) at six (6) locations throughout Hidalgo County. The Contractor will collect used oil, used oil filters, anti-freeze and absorbents a minimum of once per month or on an as needed basis. If the County contacts the Contractor to request a pick up at any of the facilities, the contractor will collect the materials within 24 hours of the notification by the county.

<b>Locations to be serviced</b>					
	<i>Place</i>		<i>Address</i>	<i>Ph.</i>	<i>POC</i>
1	Precinct 1	Maintenance Shop	1902 Joe Stephens Ave. Weslaco, Texas 78596	968-8733	Oscar Garcia
2	Precinct 2	County Wide Main. Shop	301 E. State St. Pharr, Texas 78577	787-1891	Roque Cavazos
3	Precinct 3	Road & Bridge Main. Shop	8310 W. Mile 7 Road Mission, Texas 78574	585-4509	Saul Ramirez
4	Precinct 4	Main. Shop &	1102 N. Doolittle Edinburg, Texas		Roman Rodriguez
5		Citizen Solid Waste collection Center	1051 N. Doolittle Road Edinburg, Texas	383-3112	
6	Sheriff's Office	Main. Shop	711 El Cibolo Road Edinburg, Texas	383-8114	Richard Ozuna

**SPECIFICATIONS:**

Contractor shall provide all necessary labor, supervision, equipment and supplies for the removal and disposal of used oil, oil filters, antifreeze and absorbents generated by Hidalgo County facilities. The Contractor will provide Hidalgo County with necessary documentation showing they are operating in compliance with state and federal laws and regulations governing the handling, transport and disposal or recycling of used oil, used oil filters, and anti-freeze, and absorbents.

The Contractor shall pay Hidalgo County for the used oil it collects at County facilities. This project will be accepted on a fixed price per gallon during the term of specified herein. The county will be provided with an explanation of the methods used to determine the price per gallon by the contractor. The County will be provided with analytical testing results if they are used to set price per gallon of used oil. Collection and disposal of used oil filters, antifreeze and absorbents will be provided at no charge to Hidalgo County as part of this contract.

**Containers**

The contractor shall provide containers equipped with secondary containment equaling 110% of the container capacity and closeable lids for collection of used oil. Containers should be in good condition, free of large dents, and be free of rust on the outside surface. Lids and sliding doors should be maintained to open and close freely without binding or hanging. Contractor will insure that there is maintained clean and in good working order.

The contractor will also provide appropriate containers such as 55-gallon drums or equivalent in good condition with closeable lids for used oil filters, anti-freeze and absorbents. All containers used by contractor will meet federal and state standards for use with used oil along with used oil filters, antifreeze, and absorbents. All containers will be provided by the contractor at no cost to the county. Full containers of used oil filters, antifreeze, and absorbents will be collected and replaced by an empty container of same capacity

EXHIBIT "A"  
HIDALGO COUNTY (all funding sources)  
"USED OIL, OIL FILTER AND ANTIFREEZE"  
RFB NO.: 2013-038-00-00-MEG

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within 24 hours of a pick up request by the County.

Manifests or Invoices

The contractor will provide the county sequentially numbered manifests or invoices for each collection of used oil, used oil filters, anti-freeze and absorbents at each county facility. The manifest or invoice must have the following information:

- Contractor's Name, address, and phone number
- Contractor's TCEQ and EPA Identification Numbers
- Driver's name, Signature, and Valid drivers' license number for receipt of materials
- Name of Hidalgo County facility and address
- Name and signature of Hidalgo County facility personnel releasing materials
- Types of materials Collected (used oil, used oil filters, antifreeze and/or absorbents)
- Quantity Collected in gallons or containers (must indicate size of container)
- Collection Date and Time
- Disposal/Recycling facility name, address, telephone number, TCEQ/EPA identification number and,
- Name and signature of person receiving materials

Contractor Responsibility while Collecting, Loading, or Unloading at County Facilities

The contractor will be responsible for implementing procedures to protect county property from spills of oil, fuel and/or any other hazardous materials while collecting used oil, used oil filters, antifreeze, and absorbents. They will be responsible for cleanup and appropriate corrective actions to remediate any impacts to county property due to their operations.

**TERMS & CONDITIONS:**

1. The term of the contract is one (1) year initial period. With no options to extend
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest qualified bidder(s) and/or meeting all specifications.
4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
  1. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendor's ability.
6. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
7. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.

EXHIBIT "A"  
HIDALGO COUNTY (all funding sources)  
"USED OIL, OIL FILTER AND ANTIFREEZE"  
RFB NO.: 2013-038-00-00-MEG

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8. After contract 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 procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.
9. Hidalgo County reserves the right to **award to one or MULTIPLE bidders** per department (Pct location) if the County determines it is in it's best interest to do so.
10. Any contract awarded to a successful bidder will be in effect until:
  - (a) The contract expires
  - (b) Delivery acceptance of products and/or performance of services ordered, or
  - (c) Terminated by County with thirty (30) day's written notice prior to cancellation.
11. 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
12. All billing must be submitted to the designated department: (See following table)
13. Hidalgo County reserves the right to add or delete sites and/or fire extinguishers /equipment and/or services during the term of the contract under the same rates and conditions.
14. 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.
15. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

**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

EXHIBIT "A"  
HIDALGO COUNTY (all funding sources)  
"USED OIL, OIL FILTER AND ANTIFREEZE"  
RFB NO.: 2013-038-00-00-MEG

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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 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.

**ADDITIONAL INFORMATION:**

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) by NO LATER THAN Tuesday, 2013 BY 5:00 P.M.** Responses will be sent to all applicants via facsimile or e-mail by no later **than FRIDAY, 2013 BY 5:00 P.M.**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**SERVICE CONTRACT**  
**C-13-038-00-00**

THIS CONTRACT is made and entered into this \_\_Day of , **2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and \_\_\_\_\_ "Company").

WHEREAS, Company responded to advertised notices for bids for **“USED OIL, OIL FILTER AND ANTIFREEZE”**, as more particularly described in Exhibit “A”(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor’s Bid”) respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective \_\_\_\_\_, **2013** and ending on \_\_\_\_\_, **2014**. Hidalgo County at its sole discretion elect the option to extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having

jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties

hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo  
Attn: County Judge  
302 W. University Drive  
Edinburg, Texas 78539**

If to Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. 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 without cause by County with thirty day's written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors,

administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledge 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.

WITNESS our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2013.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:**\_\_\_\_\_

**By:**\_\_\_\_\_

**Printed Name:**\_\_\_\_\_

**Title:**\_\_\_\_\_

**APPROVED AS TO FORM:**  
Office of Criminal District Attorney

**By:** \_\_\_\_\_  
Josephine Ramirez Solis  
*Assistant Criminal District Attorney*  
County Affairs Section

**APPROVED BY COMMISSIONES COURT:** \_\_\_\_\_

**DRAFT**

**EXHIBIT "A"**  
**REQUEST FOR BIDS (RFB)**  
**PROCUREMENT PACKET**

**DRAFT**

**EXHIBIT "B"**  
**VENDOR'S BID**

**DRAFT**

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

**DRAFT**

Zimbra

evangelina.garcia@co.hidalgo.tx.us

**RE: Draft Contract-Used Oil, Oil Filter And Antifreeze-RFB**

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

Mon, May 06, 2013 11:57 AM  
1 attachment

**Subject :** RE: Draft Contract-Used Oil, Oil Filter And Antifreeze-RFB

**To :** 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

**Cc :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

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

Marty/Vangie,

I made one more change to the signature line. Please see attached. Otherwise, its ready to go.

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](mailto: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](mailto:josephine.ramirez@da.co.hidalgo.tx.us) AND DELETE THE COMMUNICATION.**  
\*\*\*\*\*

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Monday, May 06, 2013 11:47 AM  
**To:** josephine.ramirez  
**Subject:** Fwd: Draft Contract-Used Oil, Oil Filter And Antifreeze-RFB

Ms. Josie:  
Read Vangie's comments below and re-sign the attached document, please.  
Thanks,  
Marty

AI-38818

13. K.

CC CONSENT

Meeting Date: 06/04/2013

Submitted For: Martha Salazar

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County Sheriff's Office- "Pest Control Services for all Sheriff's Office Facilities (Jail-Law Enforcement-Academy-Etc.). RFB No.: 2013-146-00-00-SGS. Including the re-advertising of project on the event no Bid responses are received and/or are rejected and project is still required.

BACKGROUND

- 1. Current contract expires on: December 31, 2013
- 2. New contract will commence on: January 01, 2014
- 3. Proposed schedule of events:
  - 1st advertisement: June 08, 2013
  - 2nd advertisement: June 15, 2013
  - Bid Opening date: June 26, 2013

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-423-21-280-002-0-425

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Account available balance as of 5-31-13 \$0.00

Funding possible from 2014 Budget since current contract expires on Dec. 31, 2013

PO# 685439 bal. 3,000 (open encumbrance - current vendor)

Attachments

approval, specs, draft contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/23/2013 10:32 AM
Budget & Management	Obdett Calzada	05/23/2013 01:25 PM
Manuel Chapa	Manuel Chapa	05/31/2013 03:15 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Sandy Suarez		Started On: 05/16/2013 02:33 PM
	Final Approval Date: 05/31/2013	



Hidalgo County Purchasing Department  
 2812 S. Business Highway 281  
 New Administration Building  
 Edinburg, Texas 78539  
 (956) 318-2626/ Fax: (956) 318-2629

# MEMORANDUM

(Approval of Specifications)

**TO:** Guadalupe "Lupe" Trevino, Sheriff  
 Hidalgo County Sheriff's Office

**ATTN:** Lt. Richard Ozuna/ Juan Tapia, Procurement Specialist

Via email: [richard.ozuna@hidalgo.org](mailto:richard.ozuna@hidalgo.org)  
[juan.tapia@hidalgo.org](mailto:juan.tapia@hidalgo.org)

**FROM:** Sandy Suarez, Buyer II  
 Hidalgo County Purchasing Department

**DATE:** April 23, 2013

**RE:** Approval of Specifications for: RFB No.: 2013-146-00-00-SGS-HIDALGO COUNTY SHERIFF'S OFFICE)- "Pest Control Services for all Sheriff's Office Facilities (Jail-Law Enforcemen-Academy-Etc)"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE**, **DISAPPROVE** (or) **APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 3-1100-423-21-230-0020-425

	<i>Rene Garza</i>	17CSO	4/30/13
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) by no later than Tuesday, April 30, 2013 @ 4:00 P.M.

Enclosures

EXHIBIT "A"  
Hidalgo County Sheriff's Office  
"Pest Control Services for All Sheriff's Office Facilities"  
(Jail-Law Enforcement-Academy-etc)  
RFB No.: 2013-146-00-00-SGS

**DRAFT**

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**SPECIFICATIONS**

**SCOPE OF SERVICES:**

Hidalgo County Sheriff's Office is seeking to enter into contract with a qualified bidder(s) to provide regularly scheduled Pest Control Services. Under this contract, pest control is the use of properly registered pesticides and/or the use of approved devices at scheduled times and at pre-planned intervals to provide adequate and acceptable levels of insect and rodent population control at the County's premises; covered by this contract.

**REQUIREMENTS/SPECIFICATIONS:**

The Vendor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified in Exhibit "A" herein including, but not limited to: all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, other building portions, all outer perimeters of buildings and any part not specifically described herein.

Full treatment pest control services will include inspection and treatment for rats, mice, roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, millipedes and yellow jackets plus any other pests not specifically excluded from the contract both inside and outside. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by County personnel, the Vendor will respond within 24 hours after notification to correct the situation.

When necessary to install rodent bait boxes, the Vendor will supply a written report to the County which indicates the box location, date of installation, and removal.

Services will be performed by the Vendor on a monthly basis schedule and during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.

Chemicals cannot be stored and/or left unattended at any time on County premises.

**VENDOR RESPONSIBILITIES:**

Vendor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.

The Vendor is to coordinate all work with the Hidalgo County Sheriff's Office for the area being treated and with an inspection and service schedule at the start of the treatment program. A County representative must sign a service ticket to authenticate that service was performed at each building.

A copy of this signed statement must be included with each monthly invoice.

EXHIBIT "A"  
Hidalgo County Sheriff's Office  
"Pest Control Services for All Sheriff's Office Facilities"  
(Jail-Law Enforcement-Academy-etc)  
RFB No.: 2013-146-00-00-SGS

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The Vendor is responsible for the implementation of the pest control programs required by this contract. The Vendor is responsible for providing pesticide applicators that have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control programs required by this contract.

The Vendor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by this contract are located.

The Vendor shall report to Hidalgo County Sheriff's any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.

The Vendor shall provide one call-back service per month at no additional charge to Hidalgo County Sheriff's Office. Call-back service will be in request by Hidalgo County Sheriff's Office when previous treatment fails to control the pests specified herein.

**BID AWARD:**

All bidders are hereby notified that Hidalgo County shall consider all factors it believes to be relevant in selecting the bid that provides the best interest to Hidalgo County including, but not limited to the following:

- A.) The overall lowest bid price.
- B.) The reputation of the bidder
- C.) The quality of the bidder's goods and/or services.
- D.) The bidder's past performance.

Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications/requirements.

**VENDOR QUALIFICATIONS:**

Vendor must have been in the commercial structural pest control business for a minimum of three years and maintain a current business license from the Texas Structural Pest Control Board.

Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician when requested by Hidalgo County when requested by the Hidalgo County Sheriff's Office. Hidalgo County reserves the right to request documentation at any time during the service period.

**SERVICE SCHEDULE :**

At mutually agreeable dates, the vendor shall meet with the Sheriff's to review and approve scheduling prior to beginning of work. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work. Upon completion of all meetings, vendor shall prepare Hidalgo County Purchasing an approved service schedule for all departments in a spreadsheet type format outlining the dates and times service will be performed. Revisions may be made in the event a building is added or deleted from the services.

EXHIBIT "A"  
Hidalgo County Sheriff's Office  
"Pest Control Services for All Sheriff's Office Facilities"  
(Jail-Law Enforcement-Academy-etc)  
RFB No.: 2013-146-00-00-SGS

**DRAFT**

**WORK HOURS:**

All scheduled service shall be performed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

**SPECIAL SERVICE DUE TO RE-INFESTATION:**

Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County Sheriff's Office. Vendor shall respond to request for special service within 24 hours of notification and shall be provided at no additional cost to Hidalgo County until the infestation is under control or eliminated.

**EMERGENCY SERVICE DUE TO RE-INFESTATION:**

Emergency services due to re-infestation, defined as only those services which Hidalgo County considers to be hazardous or detrimental to employee health or negatively affect Hidalgo County Sheriff's Office operations, shall be provided under the regular monthly service at no additional cost to Hidalgo County. Vendor shall respond to the request for emergency service and be on-site within four (4) hours of notification by Hidalgo County when request is made between the hours of 8:00 AM and 5:00 PM. Emergency service will only be requested when the above definition is met, otherwise the re-infestation will be requested as a special service.

Inside and outside treatment shall include the placement of rat or rodent control bait in and around the building as required. Technician shall place bait in areas or devices that will prevent ingestion by other pets and not accessible to the public. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.

Vendor shall determine the type and quantity of chemicals and compounds and ensure that they are used in strict conformance with the manufacturer's instructions and specifically approved for areas in which they are to be used.

Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals and bait traps used in performance of the service. If chemicals are changed the Vendor must provide the Sheriff's Office with new MSDS sheets.

Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Hidalgo County Representative. Vendor shall remove from the premises and dispose of all chemical containers and packaging used in performance of the service and properly dispose of dead rodents and pest in strict accordance with all applicable federal, state and local laws and regulations.

**CONTRACT PRICE:**

An individual Bid Price must be submitted for each building listed. Prices must be firm for the entire contract period and each consecutive contract period. Prices shall include travel cost.

Additional sites will be priced based on **square footage**.

EXHIBIT "A"  
Hidalgo County Sheriff's Office  
"Pest Control Services for All Sheriff's Office Facilities"  
(Jail-Law Enforcement-Academy-etc)  
RFB No.: 2013-146-00-00-SGS

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**BUILDING RESTRICTIONS:**

Parking:

Vendor shall make arrangements with the authorized Hidalgo County Sheriff's Office Representative prior to offloading equipment at the job site. Vendor shall park only in parking spaces designated by the authorized Hidalgo County Sheriff's Office Representative.

Restrooms:

Restrooms shall not be used for washing of tools and equipment or the mixing and preparation of chemicals. Vendor shall coordinate the mixing and preparation of chemicals with the representative.

Access:

Vendor shall make prior arrangements with the authorized representative for access to the building(s) for performance of the service.

**TERMS & CONDITIONS:**

1. Term of contract is for a three (3) year period with County's option to extend the contract for an additional one (1) year under the same rates terms and conditions.
2. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term
3. County may seek purchases from state awarded vendors or any cooperative purchasing programs, whenever it is in the 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. Hidalgo County reserves the right to add or delete locations during the term of the contract.
7. Hidalgo County reserves the right to award to one or MULTIPLE vendors if the County determines it is in the best interest to do so.
8. Vendor (s) will provide and maintain all the required Insurances as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

EXHIBIT "A"  
Hidalgo County Sheriff's Office  
"Pest Control Services for All Sheriff's Office Facilities"  
(Jail-Law Enforcement-Academy-etc)  
RFB No.: 2013-146-00-00-SGS

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9. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
  
10. 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.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) by NO LATER THAN WEDNESDAY, MONTH 00, 2013 BY 5:00 P.M.** Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY, MONTH 00, 2013 BY 5:00 P.M.

**DRAFT**

EXHIBIT "A"  
Hidalgo County Sheriff's Office  
"Pest Control Services for All Sheriff's Office Facilities"  
(Jail-Law Enforcement-Academy-etc)  
RFB No.: 2013-146-00-00-SGS

**HIDALGO COUNTY SHERIFF'S OFFICE**  
(Entire Surrounding Buildings)  
El Cibolo Road  
Edinburg, Texas 78539

**NOTE: THE FOLLOWING ARE APPROXIMATE SERVICE LOCATIONS/SITES  
WHICH SHOULD INCLUDE, BUT NOT LIMITED TO:**

<b>JAIL (Approximately 270,000 Sq. Ft.)</b>		
9 Inmate Dormitory Living Areas	Pipe Chases	<b><u>BILLING ADDRESS:</u></b> 701 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez 956-381-7800
3 Public Lobbies		
3 Visitation Areas		
Employee Training Rooms		
Staff Dining		
Kitchen Area		
Inmate Processing Area		
Infirmary		
Administration Staff Offices		
<b>LAW ENFORCEMENT CENTER (Approximately 30,000 Sq. Ft.)</b>		
Administration		<b><u>Billing Address:</u></b> 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
<b>MOTORPOOL (Approximately 10,000 Sq. Ft.)</b>		
Administration		<b><u>Billing Address:</u></b> 713 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
<b>SHERIFF TRAINING ACADEMY (Approximately 14,400 Sq. Ft.)</b>		
Administration		<b><u>Billing Address:</u></b> 715 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
<b>CSI Garage (Approximately 875 Sq. Ft.)</b>		
Law Enforcement		<b><u>Billing Address:</u></b> 713 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114

EXHIBIT "A"  
Hidalgo County Sheriff's Office  
"Pest Control Services for All Sheriff's Office Facilities"  
(Jail-Law Enforcement-Academy-etc)  
RFB No.: 2013-146-00-00-SGS

<b>SHOOTING RANGE OFFICE</b>	
Administration	<b><u>Billing Address:</u></b> 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
<b>TOWER CONTROL</b>	
Booth	<b><u>Billing Address:</u></b> 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
<b>SHERIFF ANNEX BUILDING</b>	
Administration	<b><u>Billing Address:</u></b> 413 N. 14 <sup>th</sup> & Loeb Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
<b>EAST SUB-STATION (Approximately 12, 250 Sq Ft)</b>	
Administration	<b><u>Billing Address:</u></b> 3003 E. Mile 11 North Weslaco, Texas 78596 Contact Person: Sgt Daniel Casarez (956) 383-8114

**DRAFT**

**EXHIBIT "A"**  
**Hidalgo County Sheriff's Office**  
**"Pest Control Services for All Sheriff's Office Facilities"**  
**(Jail-Law Enforcement-Academy-etc)**  
**RFB No.: 2013-146-00-00-SGS**

**HIDALGO COUNTY SHERIFF'S OFFICE**  
**(Entire Surrounding Buildings)**  
**El Cibolo Road**  
**Edinburg, Texas 78539**

**NOTE: THE FOLLOWING ARE APPROXIMATE SERVICE LOCATIONS/SITES WHICH SHOULD INCLUDE, BUT NOT LIMITED TO?**

<b>JAIL (APPROXIMATELY 300,000 SQ. FT.)</b>	
<p>9 Inmate Dormitory Living Areas                  3 Public Lobby                  3 Visitation Areas                  Employee Training Rooms                  Staff Dining                  Kitchen Area                  Inmate Processing Area                  Infirmary                  Administration Staff Offices</p>	<p><b>BILLING ADDRESS:</b>                  701 El Cibolo Road                  Edinburg, Texas 78539                  Contact Person: Captain Rene Gonzalez                  Sgt. DANIEL CASAZER                  956-381-7800</p>
<b>LAW ENFORCEMENT CENTER (APPROXIMATELY 30,000 SQ. FT.)</b>	
<p>Administration</p>	<p><b>Billing Address:</b>                  711 El Cibolo Road                  Edinburg, Texas 78539                  Contact Person: A. Martinez                  (956) 383-8114</p>
<b>MOTORPOOL (APPROXIMATELY 10,000 SQ. FT.)</b>	
<p>Administration</p>	<p><b>Billing Address:</b>                  713 El Cibolo Road                  Edinburg, Texas 78539                  Contact Person: A. Martinez                  (956) 383-8114</p>
<b>SHERIFF TRAINING ACADEMY (APPROXIMATELY 14,400 SQ. FT.)</b>	
<p>Administration</p>	<p><b>Billing Address:</b>                  715 El Cibolo Road                  Edinburg, Texas 78539                  Contact Person: A. Martinez                  (956) 383-8114</p>
<b>CSI Garage (Approximately 875 sq. ft.)</b>	
<p><del>To be Constructed</del>                  Law Enforcement</p>	<p>713 El Cibolo Rd                  etc                  ✓</p>

3  
 Add. →  
 3 Public Lobby  
 - Pipe  
 Chases

270,000 sq. ft.

EXHIBIT "A"  
Hidalgo County Sheriff's Office  
"Pest Control Services for All Sheriff's Office Facilities"  
(Jail-Law Enforcement-Academy-etc)  
RFB No.: 2013-146-00-00-SGS

SHOOTING RANGE OFFICE	
Administration	<b>Billing Address:</b> 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: A. Martinez (956) 383-8114
TOWER CONTROL	
Booth	<b>Billing Address:</b> 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: A. Martinez (956) 383-8114
SHERIFF ANNEX BUILDING	
Administration	<b>Billing Address:</b> 413 N. 14 <sup>th</sup> & Loeb Edinburg, Texas 78539 Contact Person: A. Martinez (956) 383-8114

Add  
EAST SUBSTATION  
3003 E. MILE 11 NORTH  
Weslaco, Tx.

<b>Bid No: 2013-146-00-00-SGS</b>	<b>Buyer: Sandy Suarez</b>	<b>Tel. No: (956) 318-2626 ext. 4860</b>
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**REQUEST FOR BIDS**

**HIDALGO COUNTY SHERIFF'S OFFICE**

**“PEST CONTROL SERVICES FOR ALL SHERIFF'S  
OFFICE FACILITIES  
(Jail-Law Enforcement–Academy-Etc)”**

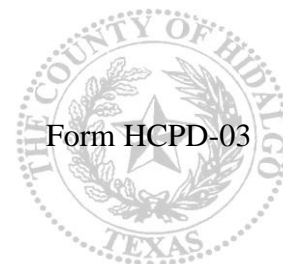
**BID OPENING DATE:**

**Month 00, 2013**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281 - New Administration Building  
Edinburg, Texas 78539

956 318-2626



1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy-Etc.)"** 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-2013-146-00-00-SGS HIDALGO COUNTY SHERIFF'S OFFICE - "PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy-Etc.)"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MONTH 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 REQUEST FOR BIDS-2013-146-00-00-SGS RFB- HIDALGO COUNTY SHERIFF'S OFFICE – "PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy-Etc.)"**. 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 SHERIFF'S OFFICE – “PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy-Etc.)”** 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, CPA, County Auditor  
2809 S. Bus. Hwy 281  
Edinburg, Texas 78539  
(956) 318-2511

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<b><u>MONTH 00, 2013</u></b>
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 judgement 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.

For

**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES**  
**(Jail-Law Enforcement -Academy-Etc.)"**  
**BID NO.: 2013-146-00-00-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281 – New 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: \_\_\_\_\_



Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County Sheriff's Office** following a request for Services by its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on \_\_\_\_\_, **2013** and expiring on \_\_\_\_\_, **2014** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of

such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo  
Attn: County Judge  
1615 South Closner, Suite J  
Edinburg, Texas 78539

If to Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2013.

**APPROVED AS TO FORM**  
Atlas, Hall & Rodriguez, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

By: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**COMPANY:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT “A”**  
**REQUEST FOR BIDS (RFB) PROCUREMENT PACKET**

DRAFT

**EXHIBIT "B"**  
**VENDOR'S BID and TAB SHEET**

DRAFT

**EXHIBIT “C”**  
**INSURANCE REQUIREMENTS**

DRAFT

Zimbra

leticia.saenz@co.hidalgo.tx.us

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**RE: Review & Approve -Draft Service Contract and Specs-Pest Control Services-Sheriff's Office****From** : Steve Crain <scrain@atlashall.com>

Thu, May 16, 2013 12:23 PM

**Subject** : RE: Review & Approve -Draft Service Contract and Specs-Pest Control Services-Sheriff's Office

1 attachment

**To** : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The draft contract is fine. We do not review specifications.

---

**From**: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]**Sent**: Thursday, May 16, 2013 11:23 AM**To**: Steve Crain; Marynel Trevino**Cc**: Martha Salazar; Darlene H. Betancourt; Sandy Suarez**Subject**: Review & Approve -Draft Service Contract and Specs-Pest Control Services-Sheriff's Office

Good morning, Mr. Crain-

Please review and approve as to form for the purposes of the procurement process the "Draft Service Contract and Draft Specs for Project: #2013-146-00-00-SGS- "Pest Control Services" (attached hereto) for the Sheriff's Office.

Please advise.

Thank you.

**Leticia H. Saenz, CPPB/Contracts Manager**

*Hidalgo County Purchasing Department*

*2812 South Business Highway 281*

*Edinburg, Texas 78539*

*P(956) 318-2626 F(956) 318-2629*

*Email: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us)*

| ...DON'T WORRY...BE HAPPY... |

AI-38889

13. L.

CC CONSENT

Meeting Date: 06/04/2013

Submitted For: PURCHASING DEPT

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval for removal of asset # 42579 (TOS TDP-D2-US XGA 2500 LUMENS PROJECTOR) and asset # 041243 (BRETTFORD X8X 300 SERIES TR SCREEN) from Hidalgo County Indigent Defense inventory list. (SEE ATTACHMENTS)

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Fiscal impact is reflected in value of equipment detailed in police report attached herein.

Attachments

Depreciation Report

Police Report w/ Supplement

42579 TOS Projector

041243 Bretford Screen

PO for Bretford Screen

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/23/2013 10:32 AM
Budget & Management	Obdett Calzada	05/23/2013 01:31 PM
Obdett Calzada	Obdett Calzada	05/31/2013 02:04 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Monica Badillo		Started On: 05/21/2013

Final Approval Date: 05/31/2013

HIDALGO COUNTY, TEXAS  
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION  
DEPRECIATION FORM

Prepared By: Omar Salinas  
Requested By: Indigent Defence  
Date: 5/9/2012

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
42579	TOS TDP-D2-US XGA 2500 LUMENS PROJECTOR	\$2,426.53	10/26/2004	2004	9/14/2007	7	3	\$242.65	\$2,183.88	\$311.98	\$935.95	\$1,247.93
041243	BRETFORD X8X 300 SERIES TR SCREEN	\$399.00	12/28/2005	2005	9/14/2007	7	3	\$39.90	\$359.10	\$51.30	\$153.90	\$205.20



HIDALGO COUNTY SHERIFF'S DEPT  
**OFFENSE** INCIDENT REPORT

CASE NUMBER **07-33048**

OFFENSE	OFFENSE <b>THEFT</b>		HOW REPORTED (CIRCLE ONE) SELF INITIATED FLAGGED DOWN <b>CALLLED FOR SERVICE</b> OTHER		CODE <b>31.03 P.C.</b>	<input checked="" type="checkbox"/> FELONY <input type="checkbox"/> MISDEMEANOR	
	OFFENSE				CODE	<input type="checkbox"/> FELONY <input type="checkbox"/> MISDEMEANOR	
	DATE OFFENSE REPORTED <b>9/14/2007</b>	TIME OFFENSE REPORTED <b>1400/2:00</b>	AM/PM <b>PM</b>	DAY(S) OF OCCURRENCE <b>S M T W T F S</b>		OFFENSE CODES	
	LOCATION OF OFFENSE (STREET ADDRESS) <b>HIDALGO COUNTY COURTHOUSE, INSIDE THE AUDITORIUM ON THE 1ST FLOOR.</b>				<input checked="" type="checkbox"/> Bus. <input type="checkbox"/> School <input type="checkbox"/> Residence <input checked="" type="checkbox"/> Other	FBI CODE <b>23990004</b>	UCR CODE <b>6G</b>
SECTOR <b>WS - 4</b>		SUBD.CODE <b>COURTHOUSE</b>		<input checked="" type="checkbox"/> Preliminary <input type="checkbox"/> Impound <input type="checkbox"/> Gang Related <input type="checkbox"/> Supplement <input type="checkbox"/> Juvenile <input type="checkbox"/> Mental Comm. <input type="checkbox"/> Arrest <input checked="" type="checkbox"/> Adult <input type="checkbox"/> Warrant Serve <input type="checkbox"/> Family Violence <input type="checkbox"/> Recovered Stolen <input type="checkbox"/> Other			
				EDINBURG, TEXAS			

VICTIMS	VICTIM/WITNESS NAME <b>DAVID SINDER (COMPLIANCE MONITOR)</b>				ADDRESS <b>100 N. CLOSNER, ANNEX-1 EDINBURG, TEXAS</b>				RES. PHONE	
	DRIVER'S LICENSE				SOCIAL SECURITY NO.					
	DATE OF BIRTH	SEX <b>M</b>	RACE	EYES	HT.	WT.	HAIR	EMPLOYER/SCHOOL	BUSINESS/SCHOOL ADDRESS	BUS. PHONE <b>318-2372</b>
	VICTIM/WITNESS NAME <b>HIDALGO COUNTY INDIGENT DEFENSE PROGRAM</b>				ADDRESS <b>100 N. CLOSNER, ANNEX-1 EDINBURG, TEXAS</b>				RES. PHONE	
DRIVER'S LICENSE				SOCIAL SECURITY NO.						
DATE OF BIRTH	SEX	RACE	EYES	HT.	WT.	HAIR	EMPLOYER/SCHOOL	BUSINESS/SCHOOL ADDRESS	BUS. PHONE <b>318-2372</b>	
VICTIM/WITNESS NAME				ADDRESS				RES. PHONE		
DRIVER'S LICENSE				SOCIAL SECURITY NO.						
DATE OF BIRTH	SEX	RACE	EYES	HT.	WT.	HAIR	EMPLOYER/SCHOOL	BUSINESS/SCHOOL ADDRESS	BUS. PHONE	

OFFICER	DIVISION NOTIFIED	DATE	TIME	AM/PM	DIVISION INVESTIGATOR					
	PHOTOGRAPHS TAKEN <input type="checkbox"/> YES <input type="checkbox"/> NO	DATE TAKEN	PHOTOGRAPHER			EVIDENCE CONTROL OFFICER				
	DISPOSITION OF EVIDENCE									
	TIME DISPATCHED <b>1400/2:00 P.M.</b>		TIME 10-23 <b>1400/2:00 P.M.</b>			TIME 10-8 <b>1430/2:30 P.M.</b>				
REPORTING OFFICER <b>DEPUTY MICHAEL ANZALDUA</b>			EMP.# <b>3585</b>	DIVISION <b>COURT HOUSE (SAM-6)</b>			PARTNER	EMP.#	DIVISION	
APPROVED BY			EMP.#			DIVISION				



HIDALGO COUNTY SHERIFF'S DEPT  
**OFFENSE** INCIDENT REPORT

CASE NUMBER **07-33048**

SUSPECT / VEHICLE INFORMATION	SUSPECT'S NAME		D.L. SSN	ALIAS/AKA		DATE OF BIRTH	AGE	SEX	RACE	
	HEIGHT	WEIGHT	HAIR	EYES	SUSPECT'S ADDRESS		HAND USE LEFT <input type="checkbox"/> RIGHT <input type="checkbox"/> UNKNOWN <input type="checkbox"/>			
	SCARS, MARKS & TATTOOS				CLOTHING		FACIAL HAIR			
	BUILD	GLASSES	HOME PHONE NUMBER		INTOXICATED YES NO	PLACE OF EMPLOYMENT				
	DEMEANOR					BUSINESS PHONE #		OTHER		
	SUSPECT'S NAME		D.L. SSN	ALIAS/AKA		DATE OF BIRTH	AGE	SEX	RACE	
	HEIGHT	WEIGHT	HAIR	EYES	SUSPECT'S ADDRESS		HAND USE LEFT <input type="checkbox"/> RIGHT <input type="checkbox"/> UNKNOWN <input type="checkbox"/>			
	SCARS, MARKS & TATTOOS				CLOTHING		FACIAL HAIR			
	BUILD	GLASSES	HOME PHONE NUMBER		INTOXICATED YES NO	PLACE OF EMPLOYMENT				
	DEMEANOR					BUSINESS PHONE #		OTHER		
LICENSE NO.		STATE	YEAR	MAKE	MODEL	COLOR	OTHER			
VEHICLE MARKS / DAMAGE / DECALS / COMMENTS					VIN					

OFFENSE INFORMATION	TYPE PREMISE		OBJECT OF ATTACK		POINT OF ENTRY	
	<b>COURTHOUSE</b>		<b>PROPERTY</b>			
	METHOD OF ENTRY		<input type="checkbox"/> Forcible Entry <input type="checkbox"/> No Forcible Entry		METHOD OF ATTACK	
	WEAPON TYPE		USE OF WEAPON		METHOD OF DEPARTURE	
EVIDENCE OBTAINED						
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FINGERPRINTS	WEAPON/TOOL	VEHICLE	HAIR	STAINS	COMPOSITE	BLOOD/SEMEN
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER PRINTS	PHOTOS	CLOTHING	CONTROLLED SUBSTANCE	CURRENCY	OTHER	

NARRATIVE	<b>ON FRIDAY, SEPTEMBER 14, 2007, I, DEPUTY MICHAEL ANZALDUA #3585, WAS DISPATCHED BY</b>
	<b>COURTHOUSE SECURITY TO THE INDIGENT DEFENSE PROGRAM OFFICE IN REFERENCE TO A THEFT (OF</b>
	<b>PROPERTY), AT THE HIDALGO COUNTY COURTHOUSE, EDINBURG, TEXAS.</b>





HIDALGO COUNTY SHERIFF'S DEPT  
**OFFENSE** INCIDENT REPORT

PAGE 3 OF 3

CASE NUMBER

**07-33048**

*Deputy's observation/ action I;*

- \* was approached by Mr. Salinas from the Hidalgo County purchasing department that he needed to file a supplement report.*
- \* was advised by Mr. Salinas he filed his primary report in 2007 for a theft of a screen projector.. (96 X 96 inches)*
- \* was advised by Mr. Salinas he noticed the model name was incorrect.*
- \* was provided with the correct name of the screen projector which is a Bretford model.*
- \* provided Mr. Salinas with the same case number 07-33048. (supplement report)*
- \* No further action taken.*

Tag No 42579 Description TOS TDP-D2-US XGA 2500 LUMENS PROJECTOR Tag Id 109292 Asset Total 2,426.53

Header | Items | Transfers | History

Asset Type 612 OTHER EQUIP-PROJECTORS/OVERH  Depreciate Asset?

Location 093 INDIGENT DEFENSE Room No Sub Location

Condition A Excellent Condition

Bar Code Replacement Cost Old Tag No 48956

Insured Code Insured Value

Comment Created With Purchase Order Asset Extract on 11/15/2004 09:23 am [Edit](#)

Date Changed 03-07-2005 Asset Status PR

**Copy Asset Information**

Tag No

Tag No 42579 Description TOS TDP-D2-US XGA 2500 LUMENS PROJECTOR Tag Id 109292 Asset Total 2,426.53

Header | Items | Transfers | History

Asset Type 612 OTHER EQUIP-PROJECTORS/OVERH  Depreciate Asset?

Location 093 INDIGENT DEFENSE Room No Sub Location

Condition A Excellent Condition

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Comment Created With Purchase Order Asset Extract on 11/15/2004 09:23 am [Edit](#)

Date Changed 03-07-2005 Asset Status PR

**Copy Asset Information**

Tag No

Tag No 42579 Description TOS TDP-D2-US XGA 2500 LUMENS PROJECTOR Tag Id 109292 Asset Total 2,426.53

Header | Items | Transfers | History

**NOTE: These records are automatically created when the asset location or room is changed.**

Location	Room No	Date Transferred	Date Received	User Id	Comments

Tag No: 041243 Description: BRETTFORD X8X 300 SERIES TR SCREEN Tag Id: 81257 Asset Total: 470.75

Header: Items Transfers History

Asset Type: 630 OTHER EQUIP-OTHER  Depreciate Asset?

Location: 7777 UNDER 1000 EXCEPT 9999 and 9800 Room No: Sub Location:

Condition:

Bar Code: Replacement Cost: .00 Old Tag No:

Insured Code: Insured Value: .00

Comment: Edit

Date Changed: 02-17-2004 Asset Status:

Scan/Inventory Date:

Copy Asset Information: Tag No:

Tag No: 041243 Description: BRETTFORD X8X 300 SERIES TR SCREEN Tag Id: 81257 Asset Total: 470.75

Header: Items Transfers History

Item No	Description	Received	Est Life	Quantity	Unit Price	Extended Cost
1	BRETTFORD X8X 300 SERIES TR SCREEN	09-30-2003		1.000	470.75	470.75

Manufacturer: Year: Model No: Serial No: License No: Class: Fuel: Client Id No:

PO NO: PO Date: Vendor: Invoice No: Check Key:

Disp Code: Disp Date:  Disposal Processed: Last Date Depr: Disp Override: Accum Depr:

Comment: Salvage Value: Cur Amt Depr: .00

Responsibility 1: Responsibility 2:

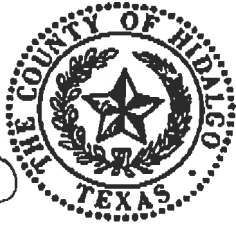
Account Number: Amount:

Tag No: 041243 Description: BRETTFORD X8X 300 SERIES TR SCREEN Tag Id: 81257 Asset Total: 470.75

Header: Items Transfers History

**NOTE: These records are automatically created when the asset location or room is changed.**

Location	Room No	Date Transferred	Date Received	User Id	Comments
093		12/09/2005 03:43 PM	12/09/2005 03:43 PM	FAS	Created By Trigger
0093		06/01/2004 11:16 AM	06/01/2004 11:16 AM	EHERNANDEZ	Created By Trigger
009		05/28/2004 03:49 PM	05/28/2004 03:49 PM	EHERNANDEZ	Created By Trigger
9		04/30/2004 12:37 PM	04/30/2004 12:37 PM	FAS	Created By Trigger



# Purchase Order COUNTY OF HIDALGO

PO#: 514494

DATE: 06-11-03

Page No 1

VENDOR: 153915

REQ: 00028108

SHIP TO: 398th District Court  
100 N. Clossner, 2nd Floor  
Edinburg TX 78539


CDW GOVERNMENT INC.  
75 REMITTANCE DRIVE  
SUITE 1515  
CHICAGO IL 60675-1515

CONTACT: ISIDRO SEPULVE

Special Instructions: REQ #

**VENDOR NOTES**

- DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
- TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
- THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
- 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.
- PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	INFOCUS LP790 CDW-450874 MFG#LP790HB	3,750.00	3,750.00
1	EACH	25' CABLE CDW-282676MFG#P2N028X26	19.00	19.00
1	EACH	SCREEN CDW-393555 MFG#3088M (041243)	399.00	399.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	Total	4,168.00
		***** For Hidalgo County use only 3-1290-412-00-009-003-3-601 19.00 3-1290-412-00-009-003-3-748 399.00 3-1290-412-00-009-003-3-749 3,750.00		
				

Authorized by: Martin R. Salazar /mm

REQUISITIONER: Type on shaded area only

**PURCHASE REQUISITION**  
County of Hidalgo

REQUISITION TO THE COUNTY JUDGE

I hereby certify that there is an available balance in my approved budget for the current year sufficient to pay for the items requested and, that the items are absolutely necessary for the discharge of my official duties.

*[Signature]*  
MDU

VENDOR NUMBER
PURCHASE ORDER
VENDOR NUMBER
PURCHASE ORDER
VENDOR NUMBER
PURCHASE ORDER
VENDOR NUMBER
PURCHASE ORDER
VENDOR NUMBER
PURCHASE ORDER

DEPARTMENT: *Delaware Program*  
 REQUESTED BY: *Travis Spaldade Jr.*  
 DELIVER TO: *Mc H Assessor Annex 1*  
 Requisition Number: *63267*      Date Requested: *4/24/13*  
 Account Number: *63267*      Account Est.:

3-R90413-00-009-003.3

QUANTITY	UNIT	ITEMS	UNIT PRICE	AMOUNT														
1		Inkows LP790 MDU.456874		3750 <sup>00</sup>	3750 <sup>00</sup>	749												
1		MFG # LP790HB		819 <sup>00</sup>	819 <sup>00</sup>	601												
1		25" Galv MDU.382676		399 <sup>00</sup>	399 <sup>00</sup>	748												
1		MFG # F2 N028X25																
1		Screen MDU.393555																
		MFG # 3088M																

Complete Description and need for which Material or Services is Required:

151717

TOTALS	7468 <sup>00</sup>																	
TERMS																		
DELIVERY																		
BUYER																		
DATE																		
APPROVED BY PURCHASING AGENT																		
DATE																		

PURCHASING DEPARTMENT (WHITE COPY)

AUDI. OR (YELLOW COPY)

DEPARTMENT (D COPY)

Zimbra

omar.salinas@co.hidalgo.tx.us

bretford screen

From : Juan Camargo <juancam@cdwg.com>

Thu, May 02, 2013 01:31 PM

Subject : bretford screen

5 attachments

To : 'omar.salinas@co.hidalgo.tx.us' <omar.salinas@co.hidalgo.tx.us>

Have leasing questions? Let us know how can we help.
Note: Leasing is available to businesses only. Leasing is not available to individuals.

800.800.4239
Mon-Fri 7am-7:30pm CT

Send E-Mail
Answer within 2 hours.

Leasing FAQs



Bretford 300 Series Screen
Mfg Part: 3088M | CDW Part: 39355 | UNSPSC: 45111803



Main Features

Product Overview

Technical Specs

Product Overview

Main Features
8ft x 8ft

Series 300 screens feature magnetic leg lock, an extra heavy-duty roller, a die cast handle, a steel slat with tensioning mechanism, and several screen surface options

Technical Specifications

Specifications are provided by the manufacturer. Refer to the manufacturer for an explanation of the print speed and other ratings.

Table with 2 columns: Specification (Height, Length, Weight, Width) and Value (3.5 in, 8.3 ft, 44.1 lbs, 3.5 in)

Service & Support

1 year warranty

Header

PC
3088M
1
Bretford Basics Series 300

Miscellaneous

Black, Matte white
Fabric, Steel
Projection screen

Projection Screen

96 in
96 in

Service

1 year
Limited warranty

Support Details Full Contract Period:
Support Details Type:

5/2/2013 1:30:13 PM

Juan Camargo

Account Manager | CDW-G
Phone: 866.405.6241 | Fax: 312.705.6472 |



image001.jpg
12 KB



image002.gif
2 KB

BRETTFORD



image003.png
7 KB



image004.jpg
1 KB



image005.jpg
1 KB

Zimbra

omar.salinas@co.hidalgo.tx.us

Read: Re: invoice#

From : Juan Camargo <juancam@cdwg.com>  
Subject : Read: Re: invoice#  
To : Omar Salinas <omar.salinas@co.hidalgo.tx.us>

Thu, May 02, 2013 01:28 PM  
1 attachment

Your message

To: Juan Camargo  
Subject: Re: Read: Re: invoice#  
Sent: Thursday, May 02, 2013 1:25:53 PM (UTC-06:00) Central Time (US & Canada)

was read on Thursday, May 02, 2013 1:28:13 PM (UTC-06:00) Central Time (US & Canada).

Unknown <multipart/report>  
0 B

From : Juan Camargo <juancam@cdwg.com>  
Subject : RE: Read: Re: invoice#  
To : 'Omar Salinas' <omar.salinas@co.hidalgo.tx.us>

Thu, May 02, 2013 01:28 PM  
3 attachments

Omar,

That is Bretford item.

Thanks,

Juan Camargo  
Account Manager | CDW-G  
Phone: 866.405.6241 | Fax: 312.705.6472 |



From: Omar Salinas [mailto:omar.salinas@co.hidalgo.tx.us]  
Sent: Thursday, May 02, 2013 1:26 PM  
To: Juan Camargo  
Subject: Re: Read: Re: invoice#

Sir,  
Can you find a description for: CDW-39355 and or MFG#3088M

The numbers are on the PO. Need to know if it is a Belkin or Bretford.

Thank you

From: "Juan Camargo" <juancam@cdwg.com>  
To: "Omar Salinas" <omar.salinas@co.hidalgo.tx.us>  
Sent: Thursday, May 2, 2013 1:19:59 PM  
Subject: Read: Re: invoice#

Your message

To: Juan Camargo  
Subject: Re: invoice#  
Sent: Thursday, May 02, 2013 1:05:48 PM (UTC-06:00) Central Time (US & Canada)

was read on Thursday, May 02, 2013 1:19:59 PM (UTC-06:00) Central Time (US & Canada).



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FACSIMILE TRANSMITTAL SHEET

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TO:	Omar Salinas	FROM:	David Sinder
COMPANY:		DATE:	
FAX NUMBER:	292-7612	TOTAL NO. OF PAGES INCLUDING COVER:	3
PHONE NUMBER:		SENDER'S REFERENCE NUMBER:	
RE:		YOUR REFERENCE NUMBER:	

---

URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

---

NOTES/COMMENTS:

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AI-38877

13. M.

CC CONSENT

Meeting Date: 06/04/2013

Submitted For: Marty Salazar

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval of the following items with Weatherproofing Technologies, Inc./Tremco, Inc. awarded vendor for "Hidalgo County -Roof Repairs to former Administration Building" (PO 685385):

1. Application for payment No. 92916569 in the amount of \$82,694.65;
2. Application for payment No. 92916573 (final) in the amount of \$9,188.29;
3. "Certificate of Construction Completion" reflecting the date of March 15, 2013.

BACKGROUND

Project approved 09/11/12 AI#33962

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1336-419-40-220-043-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 685385 available balance as of 5-31-13 \$91,882.94

Attachments

Tremco Invoice -Old Admin Roof

Completion Certification Letter and Final Invoice from Tremco

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/23/2013 10:32 AM
Budget & Management	Obdett Calzada	05/23/2013 01:30 PM
Manuel Chapa	Manuel Chapa	05/31/2013 04:46 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM
Form Started By: Moises Salazar		Started On: 05/21/2013
Final Approval Date: 05/31/2013		



WEATHERPROOFING TECHNOLOGIES, INC.

TREMCO  
3735 GREEN ROAD, BEACHWOOD, OH 44122-5730 (216)292-5000

ACCOUNT NUMBER 6040795

SHIP TO

COUNTY OF HIDALGO, TEXAS  
ADMINISTRATION BUILDING  
100 EAST CANO STREET  
EDINBURG TX 78539

INVOICE NO. 92916569	INVOICE DATE 03/26/2013	DUE DATE 04/25/2013
-------------------------	----------------------------	------------------------

CUST. P.O. 685385
----------------------

ORDER NUMBER 35019585
--------------------------

TERMS Net 30
-----------------

SHIPPED FROM	SHIP DATE
--------------	-----------

ROUTING - IF SPECIFIED	DELIVERY NO.
------------------------	--------------

CHARGE TO

COUNTY OF HIDALGO  
PO Box 1356  
EDINBURG TX 78540

(PLEASE MAKE ANY CORRECTIONS TO ABOVE INFORMATION)  
NO RETURN MERCHANDISE UNLESS AUTHORIZED BY OUR REPRESENTATIVE

REPRESENTATIVES Linsteadt, Steve; Naber, Dave	FREIGHT (F.O.B.: SHIPPING POINT) PPA PREPAID AND ADD
---	---

RECEIPT OF THIS ORDER SHALL BE ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED ON THE FRONT AND BACK HEREOF. (V 6.20A1)

QTY	FORMULA NO. AND DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
1	CON PR CONTRACTING PATCH & REPAIR  COUNTY OF HIDALGO-151492 HIDALGO COUNTY ADMIN BUILDING ROOF REPAIRS PO 685385 PROGRESS BILLING #1 3-26-13 D.KADAS 216-292-5055 Service Order:9284668		1	EA	82,694.6
If you would prefer to receive your invoices by email or fax, please contact Customer Service.					

An **RPM** Company

SUBTOTAL	82,694.6
LOCAL TAX	0.00
COUNTY TAX	0.00
STATE TAX	0.00
SALES TAX	0.00
SHIPPING	0.00
<b>TOTAL DUE</b>	<b>82,694.6</b>

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

COUNTY OF HIDALGO  
PO Box 1356  
EDINBURG TX 78540

ACCOUNT NUMBER: 6040795  
CUST. P.O.: 685385  
TERMS: Net 30

SUBTOTAL 82,694.65  
SALES TAX 0.00  
SHIPPING 0.00  
**TOTAL DUE 82,694.65 USD**

INVOICE NO. 92916569	INVOICE DATE 03/26/2013
-------------------------	----------------------------

IF THIS ORDER IS SALES TAX EXEMPT AND WE HAVE CHARGED SALES TAX, MARK BOX AND RETURN A COMPLETED, SIGNED SALES TAX EXEMPTION CERTIFICATE WITH YOUR REMITTANCE. THANK YOU.

COMMENTS: Mail check to address shown or call to pay by ACH, Check-by-Phone, Check-by-Fax, or wire transfer. Credit card accepted at time of purchase.

Tremco/Weatherproofing Technologies, Inc.  
P.O. BOX 931111  
CLEVELAND, OH 44193-0511

An **RPM** Company

Thank you for your payment. We appreciate your business.

*[Handwritten signature]*  
4/2/13

TO OWNER: County of Hidalgo PROJECT: Admin Building Roof APPLICATION NO: 1

3100 South Bus 281 Edinburg, TX 78540 Repairs

FROM CONTRACTOR: VIA ARCHITECT:

Lot: Tremco Incorporated 3735 Green Road Beachwood, OH 44122 Construction Mgr: Ivan Trinidad

CONTRACT FOR: PO NUMBER: 685385 PO DATE: 12/28/2012

PERIOD TO: 3/31/2013

Distribution to:  OWNER  ARCHITECT  CONTRACTOR

*[Handwritten Signature]* 4/2/13

**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	\$	91,882.94
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	91,882.94
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	91,882.94

5. RETAINAGE:		
a. 0 % of Completed Work	\$	0.00
b. 0 % of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	9,188.29

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	82,694.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	82,694.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	9,188.29

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Weatherproofing Technologies Inc.

By: *[Signature]*  
 State of: Ohio  
 Subscribed and sworn to before me on \_\_\_\_\_  
 Notary Public: *[Signature]*  
 My Commission expires: November 7, 2017

**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 ..... \$ \_\_\_\_\_

(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.)  
 CONSTRUCTION MANAGER:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 1  
APPLICATION DATE: 31-Mar-13

PERIOD TO: 31-Mar-13

In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
<i>County of Hidalgo Admin Building</i>									
1	Roof A - Repairs	\$9,195.43		\$9,195.43		\$9,195.43	100%	\$0.00	\$919.54
3	Roof B - Repairs	\$3,766.73		\$3,766.73		\$3,766.73	100%	\$0.00	\$376.67
4	Roof C - Repairs	\$26,820.01		\$26,820.01		\$26,820.01	100%	\$0.00	\$2,682.00
5	Roof D - Repairs	\$32,859.39		\$32,859.39		\$32,859.39	100%	\$0.00	\$3,285.94
6	Roof E - Repairs	\$9,740.93		\$9,740.93		\$9,740.93	100%	\$0.00	\$974.09
7	Tremcare Roofs A-E	\$9,500.45		\$9,500.45		\$9,500.45	100%	\$0.00	\$950.05
<b>GRAND TOTALS</b>		\$91,882.94	\$0.00	\$91,882.94	\$0.00	\$91,882.94	100%	\$0.00	\$9,188.29

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

*[Handwritten Signature]*  
4/2/13



A Subsidiary of Tremco Incorporated

May 1, 2013

Mr. Moises Salazar  
Hidalgo County  
2802 South Business Hwy 281  
Edinburg, TX 78539

**Re: Letter of Project Completion**

Mr. Salazar,

In reference to the project:

Roof Repair Services for Hidalgo County Former Administration Building  
TCPN Contract # 4812  
PO# 685385 – Amount: \$91,882.94

The scope of work for the above project has been successfully and properly completed. The project was completed and ready for approval on March 15, 2013. The work is 100% complete has been reviewed and accepted by WTI, Tremco and Hidalgo County.

Should you have any questions regarding this information, please contact us for clarification. Thank you for your consideration and for the opportunity to assist you.

Respectfully,

A handwritten signature in black ink, appearing to read "Ivan Trinidad", with a long horizontal flourish extending to the right.

Ivan Trinidad  
Sr. Construction Manager

Tremco Inc. | 3735 Green Road | Beachwood, Ohio 44122  
512.535.2416 office | 216.212.8365 cell | 866.308.0665 Efax | [itrinidad@wtiservices.com](mailto:itrinidad@wtiservices.com)

Handwritten notes at the bottom of the page, including "5/13/13" and "DORADO" written multiple times in various orientations.



WEATHERPROOFING TECHNOLOGIES, INC.

TREMCO  
3735 GREEN ROAD, BEACHWOOD, OH 44122-5730 (216)292-5000

ACCOUNT NUMBER 6040795

SHIP TO

COUNTY OF HIDALGO, TEXAS  
ADMINISTRATION BUILDING  
100 EAST CANO STREET  
EDINBURG TX 78539

CHARGE TO

COUNTY OF HIDALGO  
PO Box 1356  
EDINBURG TX 78540

INVOICE NO. 92916573	INVOICE DATE 03/26/2013	DUE DATE 04/25/2013
CUST. P.O. 685385		
ORDER NUMBER 35019585		
TERMS Net 30		
SHIPPED FROM		SHIP DATE
ROUTING - IF SPECIFIED		DELIVERY NO.

(PLEASE MAKE ANY CORRECTIONS TO ABOVE INFORMATION)  
NO RETURN MERCHANDISE UNLESS AUTHORIZED BY OUR REPRESENTATIVE

REPRESENTATIVES Linsteadt, Steve; Naber, Dave

FREIGHT (F.O.B.: SHIPPING POINT)  
PPA PREPAID AND ADD

QTY	FORMULA NO. AND DESCRIPTION	UNIT QTY	PRICE	AMOUNT
1	CON PR CONTRACTING PATCH & REPAIR  COUNTY OF HIDALGO-151492 HIDALGO COUNTY ADMIN BUILDING ROOF REPAIRS PO 685385 FINAL BILLING 3-26-13 D.KADAS 216-292-5055 Service Order:9284668	1 EA		9,188.2
If you would prefer to receive your invoices by email or fax, please contact Customer Service.				

An **RPM** Company

SUBTOTAL	9,188.29
LOCAL TAX 0.00	COUNTY TAX 0.00
STATE TAX 0.00	SALES TAX 0.00
SHIPPING	0.00
<b>TOTAL DUE</b>	<b>9,188.29</b>

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

COUNTY OF HIDALGO  
PO Box 1356  
EDINBURG TX 78540

ACCOUNT NUMBER: 6040795  
CUST. P.O.: 685385  
TERMS: Net 30

SUBTOTAL 9,188.29  
SALES TAX 0.00  
SHIPPING 0.00

**TOTAL DUE 9,188.29 USD**

INVOICE NO. 92916573	INVOICE DATE 03/26/2013
-------------------------	----------------------------

IF THIS ORDER IS SALES TAX EXEMPT AND WE HAVE CHARGED SALES TAX, MARK BOX AND RETURN A COMPLETED, SIGNED SALES TAX EXEMPTION CERTIFICATE WITH YOUR REMITTANCE. THANK YOU.

COMMENTS:

Mail check to address shown or call to pay by ACH, Check-by-Phone, Check-by-Fax, or wire transfer. Credit card accepted at time of purchase.

MYERSES

Tremco/Weatherproofing Technologies, Inc.  
P.O. BOX 931111  
CLEVELAND, OH 44193-0511

An **RPM** Company

Thank you for your payment. We appreciate your business.

*[Handwritten Signature]*  
4/2/13

TO OWNER: County of Hidalgo PROJECT: Admin Building Roof APPLICATION NO: Retainage

3100 South Bus 281 Edinburg, TX 78540 Users: Repairs

FROM CONTRACTOR: VIA ARCHITECT: PERIOD TO: 3/31/2013

Tremco Incorporated Beachwood, OH 44122 Construction Mgr: Ivan Trinidad

CONTRACT FOR: PO NUMBER: 685385

PO DATE: 12/28/2012

Distribution to:  OWNER  ARCHITECT  CONTRACTOR

### 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.

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.

1. ORIGINAL CONTRACT SUM \$ 91,882.94  
 2. Net change by Change Orders \$  
 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 91,882.94  
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 91,882.94

5. RETAINAGE: a. 0 % of Completed Work \$ 0.00  
 b. 0 % of Stored Material \$ 0.00  
 Total Retainage (Lines 5a + 5b or Column F on G703)

Total in Column I of G703) \$ 0.00  
 6. TOTAL EARNED LESS RETAINAGE \$ 91,882.94  
 (Line 4 Less Line 5 Total)  
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 82,694.65  
 8. CURRENT PAYMENT DUE \$ 9,188.29  
 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTRACTOR: Weatherpro Technologies Inc.

By: *Stephanie A. Whynior* STEPHANIE A. WHYNIOR, NOTARY PUBLIC, My Commission Expires November 7, 2017



### 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 ..... \$ \_\_\_\_\_

(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.)  
 CONSTRUCTION MANAGER:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

APPLICATION NO: Retainage

APPLICATION DATE: 31-Mar-13

PERIOD TO: 31-Mar-13

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	D		E	F	G	H	I
			WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
<i>County of Hidalgo Admin Building</i>									
1	Roof A - Repairs	\$9,195.43	\$9,195.43			\$9,195.43	100%		\$919.54
3	Roof B - Repairs	\$3,766.73	\$3,766.73			\$3,766.73	100%		\$376.67
4	Roof C - Repairs	\$26,820.01	\$26,820.01			\$26,820.01	100%		\$2,682.00
5	Roof D - Repairs	\$32,859.39	\$32,859.39			\$32,859.39	100%		\$3,285.94
6	Roof E - Repairs	\$9,740.93	\$9,740.93			\$9,740.93	100%		\$974.09
7	Tremcare Roofs A-E	\$9,500.45	\$9,500.45			\$9,500.45	100%		\$950.05
<b>GRAND TOTALS</b>		\$91,882.94	\$91,882.94		\$0.00	\$91,882.94	100%	\$0.00	\$9,188.29

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Documents Authenticity

*[Handwritten Signature]*  
4/2/13

# AIA<sup>®</sup> Document G706<sup>™</sup> – 1994

## Contractor's Affidavit of Payment of Debts and Claims

<b>PROJECT:</b> <i>(Name and address)</i> County of Hidalgo, Administration Building 100 East Cano St. Edinburg, TX 78539	<b>ARCHITECT'S PROJECT NUMBER:</b> N/A	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>SURETY:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> County of Hidalgo 3100 South Bus 281 Edinburg, TX 78540	<b>CONTRACT FOR:</b> Minor roof repairs	
	<b>CONTRACT DATED:</b> December 28, 2012	

**STATE OF:** Ohio  
**COUNTY OF:** Cuyahoga


The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.  
Indicate Attachment  Yes  No

**CONTRACTOR:** *(Name and address)*  
Weatherproofing Technologies, Inc.  
3735 Green Road  
Beachwood, OH 44122

BY:   
*(Signature of authorized representative)*  
Rick Mosholder, Bid and Proposal  
Manager  
*(Printed name and title)*

*The following supporting documents should be attached hereto if required by the Owner:*

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:  
*April 30, 2013*  
*Gretchen Mack*  
Notary Public: Gretchen Mack  
My Commission Expires: March 21, 2017



**GRETCHEN MACK  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
March 21, 2017**

 **AIA** Document G706A™ – 1994

**Contractor's Affidavit of Release of Liens**

<b>PROJECT:</b> <i>(Name and address)</i> County of Hidalgo, Administration Building 100 East Cano St. Edinburg, TX 78539	<b>ARCHITECT'S PROJECT NUMBER:</b> N/A	<b>OWNER:</b> <input checked="" type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> County of Hidalgo 3100 South Bust 281 Edinburg, TX 78540	<b>CONTRACT FOR:</b> Minor roof repairs	<b>ARCHITECT:</b> <input type="checkbox"/>
	<b>CONTRACT DATED:</b> December 28, 2012	<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
		<b>SURETY:</b> <input type="checkbox"/>
		<b>OTHER:</b> <input type="checkbox"/>

**STATE OF:** Ohio  
**COUNTY OF:** Cuyahoga

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*  
Weatherproofing Technologies, Inc.  
3735 Green Road  
Beachwood, OH 44122

BY:



*(Signature of authorized representative)*

Rick Mosholder, Bid and Proposal  
Manager

*(Printed name and title)*

Subscribed and sworn to before me on this date:

*April 30, 2013*  
*Gretchen Mack*

Notary Public: Gretchen Mack

My Commission Expires: March 21, 2017



GRETCHEN MACK  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires:  
March 21, 2017

AI-38868

13. N.

CC CONSENT

Meeting Date: 06/04/2013

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 contract, etc.) as attached hereto for: "Hidalgo County-Vending Machine Services" Bid No. 2013-066-SMA including the re-advertising of project in the event bids are received and project is still required.

BACKGROUND

- 1. Draft contract document was reviewed and modified by legal counsel 05/17/13
- Proposed scheduled
- 1st advertisement 06/08/13
- 2nd advertisement 06/15/13
- Bid Opening 06/26/13

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact, project will generate revenue (monthly commission).

Attachments

draft contract, legal notice, specifications

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/23/2013 10:32 AM
Budget & Management	Obdett Calzada	05/23/2013 01:29 PM
Obdett Calzada	Obdett Calzada	05/30/2013 01:47 PM
Auditor's Office	Monica Badillo	05/31/2013 05:25 PM

Form Started By: Sandra Montalvo

Started On: 05/20/2013

Final Approval Date: 05/31/2013

**Bid No: 2013-066-00-00-SMA**

**Buyer: Sandra Montalvo**

**Tel. No: (956) 318-2626 Ext. 4865**

# **REQUEST FOR BIDS**

**HIDALGO COUNTY**

**“Vending Machine Services”**

**BID OPENING DATE:**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

Physical Address: 2802 S. Business Hwy. 281 -New Administration Building

Mailing/Postal Address: 2812 S. Business Hwy. 281

Edinburg, Texas 78539



956 318-2626

Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY-VENDING MACHINE SERVICES”** 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 believe 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-2013-066-00-00-SMA-HIDALGO COUNTY-VENDING MACHINE SERVICES** and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, , 2013.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFB No. 2013-066-00-00-SMA-HIDALGO COUNTY-“VENDING MACHINE SERVICES”**

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 ninety (90) days from the scheduled time to open bids.
8. 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.
9. County reserves the right to accept or reject any or all bids.
10. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes possession)
11. 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.
12. 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.
13. 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.
14. **DELIVERY INSTRUCTIONS:**
  - No deliveries accepted after 3:00 P.M., Monday-Friday.
  - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626
15. **PREPARATION OF INVOICE/PAYMENT INSTRUCTION (if applicable):**
  - Remittal of payment:
    - 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-VENDING MACHINE SERVICES**" Descriptive



**18. 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.

**19. 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. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

20. 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.
21. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. 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.
23. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- a) Meet schedules;
  - b) Pay any required fees or taxes; or
  - c) Otherwise perform in accordance with the specifications.
26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
27. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at

County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

DRAFT

BID  
for  
**HIDALGO COUNTY**  
**“VENDING MACHINE SERVICES”**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical address: 2802 S. Business Hwy. 281-New Administration Building  
Mailing address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "B"**  
**Hidalgo County**  
**"Vending Machine Services"**  
**Bid No. 2013-066-00-00-SMA**  
**Bid Form**

The undersigned bidder hereby proposes to furnish all transportation, equipment, supplies, materials and perform all necessary labor to complete all work stipulated herein, required by, and in conformity with the proposed contract documents and specifications attached hereto and other documents referred to therein for and in consideration of prices as follows:

Vendor shall provide a list of type and vend price for snack items, chips, pastries, candies and drinks on the form below. Bidder must complete the following section in its entirety and sign and date where indicated.

**VENDOR AGREES TO PAY HIDALGO COUNTY \_\_\_\_\_% COMMISSION RATE (monthly gross sales)**

<b>PRODUCT CATEGORY</b>	<b>PRICE</b>
<b>1. COLD BEVERAGE MACHINES</b>	
<b>SODA AND NON-CARBONATED DRINKS</b>	
12 oz. Soft Drinks (cans) 20 oz Soft Drinks (bottle)	\$ 12 oz can
Brands: _____ _____	\$ 20 oz bottle
<b>WATER</b>	
12 oz bottled water 20 oz bottled water	\$ 12 oz cans
Brands: _____ _____	\$ 20 oz bottles
<b>SPORTS DRINKS</b>	
12 oz sports drink 20 oz sports drink	\$ 12 oz can
Brands: _____ _____	\$ 20 oz bottles
<b>JUICES</b>	
_____oz can _____oz bottle	\$ oz can
Brands: _____ _____	\$ oz bottle

**EXHIBIT "B"**  
**Hidalgo County**  
**"Vending Machine Services"**  
**Bid No. 2013-066-00-00-SMA**  
**Bid Form**

<b>2. SNACK ITEMS</b>	
<b>CHIPS (small &amp; large bags)</b> Brands: _____ _____	\$ <span style="float: right;">small bag</span>
_____	\$ <span style="float: right;">large bag</span>
<b>COOKIES</b> Brands: _____ _____	\$ <span style="float: right;">each</span>
<b>CRACKERS</b> Brands: _____ _____	\$ <span style="float: right;">each</span>
<b>POPCORN</b> Brands: _____ _____	\$ <span style="float: right;">each</span>
<b>PASTRIES:</b> Brands: _____ _____	\$ <span style="float: right;">each</span>
<b>GUM &amp; MINTS</b> Brands: _____ _____	\$ <span style="float: right;">each</span>
<b>CANDY BARS &amp; OTHER BARS:</b> Brands: _____ _____	\$ <span style="float: right;">each</span>

**EXHIBIT "B"**  
Hidalgo County  
"Vending Machine Services"  
Bid No. 2013-066-00-00-SMA  
Bid Form

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**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:** \_\_\_\_\_



of this Contract, and any extension thereof, the services in accordance with the Request for Bids (RFB) Procurement Packet (the "Services"). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these Services from other sources other than the Company and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **three (3) years**, commencing, \_\_\_\_\_, **2013, and** expiring, \_\_\_\_\_, **2016**, and may be extended at the sole discretion of the County for an **additional two (2) one (1) year terms under the same rates, terms and conditions**. County also reserves the right to continue this Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Services provided for in this Contract, the Company agrees to pay **commission payments on a monthly basis** to the County as described in **Exhibit "A", Request for Bids (RFB) Procurement Packet, Specifications, #C-D, Page 4 of 9**, attached hereto and incorporated by reference herein; said commissions shall be payable to the Hidalgo County Treasurer's Office, 2810 South Business Highway 281, Edinburg, Texas 78539, and are due on or before the tenth (10<sup>th</sup>) day of each month for the proceeding calendar month's commission.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage prior to providing the Services.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that

County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:                      The County of Hidalgo  
   Attn: County Judge  
   100 E. Cano  
   Edinburg, Texas 78539

If to Company:                      \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County with or without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

**WITNESS** our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2013.

*Approved by Commissioners' Court: \_\_\_\_\_, 2013*

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Hon. Ramon Garcia, County Judge

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**COMPANY:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:  
Office of Criminal District Attorney**

By: \_\_\_\_\_  
Josephine Ramirez Solis  
Assistant District Attorney

**EXHIBIT “A”**  
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

DRAFT

**EXHIBIT “B”**  
VENDOR’S BID / TABULATION

DRAFT

**EXHIBIT “C”**  
INSURANCE REQUIREMENTS

DRAFT

AI-39011

13. O.

CC CONSENT

Meeting Date: 06/04/2013

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

1. Acceptance and approval of **WORK AUTHORIZATION No. 1** in the amount of **\$14,862.56** submitted by L&G Engineering Laboratory, LLC, in connection to Contract #C-12-225-11-06 for: "Geo Technical Services" for projects located within Hidalgo County Precinct No. 4 (on an as needed basis) under Contract#C-12-225-11-06- **PROJECT: SUNFLOWER PARK RECREATIONAL FACILITY IMPROVEMENT at PRECINCT 4.**
2. Requesting acceptance and approval of payment for **Invoice# 11324431 (\$ 5,167.50)** submitted by L&G Consulting Engineers, Inc. in connection to Contract# C-11-234-09-13 (WA#1-PO#663995) for "Job Specific" PROJECT: "FM 1925 (Kenyon Rd. to FM 907) (Alamo Rd. Extension)" located in Hidalgo County Precinct No. 4;
3. Requesting acceptance and approval of payment for **Invoice# 11324432 (\$ 22,005.30)** 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;
4. Requesting acceptance and approval of payment for **Invoice# 13-5-000024 (\$ 1,545.30)** submitted by L&G Engineering Laboratory in connection to Contract# C-12-122-06-12 (WA#2-PO#690629) for "Job Specific" PROJECT: "FM 1017 Road Expansion" within Hidalgo County Precinct No. 4.
5. Requesting acceptance and approval of payment for **Invoice# 11324430 (\$ 35,026.07)** submitted by L&G Consulting Engineers, Inc. in connection to Contract#C-12-126-10-16 (WA#1-PO#688820) for:"Job Specific" PROJECT: "Extension of 10th Street (SH 107 to FM 1925)" within Hidalgo County Precinct No. 4.
6. Requesting acceptance and approval of payment for **Invoice# M173457 (\$ 600.00)** submitted by HALFF ASSOCIATES INC. in connection to Contract #C-13-098-04-16 (WA#1-PO# 691376) for: "Job Specific" PROJECT: "US 281 and SH 186 (Linn-San Manuel) Beautification Project" located within Hidalgo County Precinct No. 4

BACKGROUND

1. WA#1-C-12-225-11-06-L&G Engineering Laboratory
2. Inv#11324430-L&G Consulting Engineers, Inc.(C-12-126-10-16 -WA#1-PO#688820)
3. Inv#11324431-L&G Consulting Engineers, Inc. (C-11-234-09-13 -WA#1-PO#663995)
4. Inv#11324432-L&G Consulting Engineers, Inc. (C-11-234-09-13 -WA#2-PO#684964)
5. Inv#13-5-000024-L&G Engineering Laboratory (C-12-122-06-12 -WA#2-PO#690629)
6. Inv#M173457-Halff Associates Inc (C-13-098-04-16 -WA#1-PO# 691376)

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Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: various

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

**BUDGETARY IMPACT:**

1. Req#237294 Acct# 3-1100-452-00-124-009-0-334 for Work Authorization No.1 in the amount of \$14,862.56.
2. PO# 663995 Acct# 3-1341-431-00-124-076-0-841 for Inv# 11324431 in the amount of \$5,167.50.
3. PO# 684964 Acct# 3-1342-431-00-124-076-0-841 for Inv# 11324432 in the amount of \$22,005.30.
4. PO# 690629 Acct# 3-1342-431-00-124-122-0-841 for Inv# 13-5-000024 in the amount of \$1,545.30.
5. PO# 688820 Acct# 3-1341-431-00-124-030-0-841/731/711 for Inv# 11324430 in the amount of \$35,026.07.
6. PO# 691376 Acct# 3-1100-452-00-124-009-0-334 for Inv# M173457 in the amount of \$600.00.

All accounts have funds available to cover payments as of 6/3/2013.

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Attachments

WA#1-C-12-225-11-06-L&G Eng Laboratory (Sunflwr Prk)Pct 4

Inv# 11324430-L&G Eng Lab

Inv# 11324431-L&G Eng Lab

Inv# 11324432-L&G Eng Lab

Inv# 13-5-000024-L&G Eng

Inv# M173457-Half Assoc Inc

Form Review

**Inbox**  
Auditor's Office

**Reviewed By**  
Monica Badillo

**Date**  
05/31/2013 05:25 PM  
Started On: 05/30/2013 10:19 AM

Form Started By: Letty Saenz

Final Approval Date: 05/31/2013

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-12-225-11-06**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. 1**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide **Geotechnical Engineering Services for the Sunflower Park Recreational Facility Improvement Project located in Hidalgo County Precinct No. Four (4)**

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

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

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **\$14,862.56**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 1 shall be funded through funding source:

Account No. \_\_\_\_\_

Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

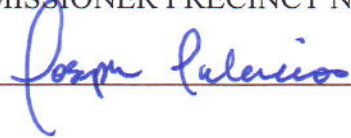
**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. **# 1**.

HIDALGO COUNTY  
COMMISSIONER PRECINCT NO. 4:

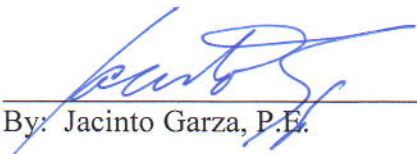
BY: 

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_, 2013 as indicated below and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

THE ENGINEER:  
L&G ENGINEERING LABORATORY, LLC

THE OWNER:  
HIDALGO COUNTY

  
By: Jacinto Garza, P.E.

\_\_\_\_\_  
Hon. Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

- ATTACHMENT "A" - Service to be provided by the Owner
- ATTACHMENT "B" - Services to be provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

**ATTACHMENT "A"**  
**Scope of Services (Owner)**

***PROJECT:*** Sunflower Park Recreational Facility Improvement Project in Hidalgo County Precinct No. Four (4)

***SERVICES TO BE PROVIDED BY OWNER***

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Documents, Plans and Specifications** for the **Sunflower Park Recreational Facility Improvement Project in Precinct No. 4 Project.**

**ATTACHMENT "B"**  
**Scope of Services**

**PROJECT: Geotechnical Engineering Services for the Sunflower Park Recreational Facility Improvement Project in Hidalgo County Pct. No. 4.**

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **The County of Hidalgo** with **Geotechnical Engineering Services**.

The Scope of Work is identified as follows:

- **Geotechnical Engineering Services**

L&G Engineering will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

**Geotechnical Engineering Services**

**Geotechnical Drilling Services**

**L&G Engineering** will provide drilling services for **Hidalgo County Pct. No. 4**. Soil samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer than No. 200. Unconfined Compressive Strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, will be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

## Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

**Hidalgo County Pct. No. 4** will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and
- Clearing the boring locations for underground utilities.

**Hidalgo County Pct. No. 4** will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

## **Schedule**

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

**ATTACHMENT "C"**  
**Work Schedule**

***PROJECT:*** Geotechnical Engineering Services for the Sunflower Park Recreational Facility Improvement Project in Hidalgo County Pct. No. 4.

***Work Schedule***

**L&G Engineering Laboratory** will provide **Hidalgo County Pct. # 4** with **Geotechnical Engineering Services** as outlined in **Contract Agreement C-12-225-11-06**.

**ATTACHMENT "D"**  
**Cost Proposal**

***PROJECT:*** Geotechnical Engineering Services for the Sunflower Park Recreational Facility Improvement Project in Hidalgo County Pct. No. 4.

**See Attached**

Attachment D  
 Geotechnical Field and Laboratory Services  
 Sunflower Park Recreational Facility Improvement Project  
 Prepared for Hidalgo County Pct. No. 4

	SERVICES	UNITS	UNITS	UNIT COST	TOTAL COST
<b>I.</b>	<b>Project Management / Review/Report</b>				
	A. Engineer (Principal) (Senior Project Manager)	Hours	4	\$ 154.76	\$ 619.04
	B. Engineer (Principal)(Geotechnical)	Hours	8	\$ 154.76	\$ 1,238.08
	C. EIT/Engineer in Training-(Bear. Cap/PVR/Found. Capacity)	Hours	24	\$ 116.01	\$ 2,784.24
<b>II.</b>	<b>Utility Clearances / Boring Locates</b>				
	A. Technician/Soils (Logger) (Locate Borings)(Util Clr)	Hours	3	\$ 46.44	\$ 139.32
		LS			
		Cost			
		Mile			
	B. Mileage (Logger)(Soil Tech)	Mile	60	\$ 0.51	\$ 30.60
<b>III.</b>	<b>Field Exploration</b>				
A	Mobilization/Demobilization				
	1. Mobilization (Drill Rig and Crew)	Daily	2	\$ 430.82	\$ 861.64
B	Field Exploration				
	1. Soil Boring/Solid Stem (w SPT)	Feet	60	\$ 30.17	\$ 1,810.20
	Soil Boring/Mud Rotary (w SPT)	Feet	60	\$ 30.17	\$ 1,810.20
	2. Texas Cone Penetration Tests	Ea.			\$ -
	3. Technician (Soils)(Logger)	Hour	16	\$ 46.44	\$ 743.04
	4. Technician (Soils)(Logger)24 Hr. Water Level Observations	Hour	3	\$ 46.44	\$ 139.32
	5. Piezometers	Each			
	6. Vehicle Charge (Support Truck)	Mile	60	\$ 1.61	\$ 96.60
	7. Mileage (Logger)(Soil Tech)	Mile	120	\$ 0.51	\$ 61.20
C					
<b>IV</b>	<b>Engineering Data Analysis / Report</b>				
	1. Engineering Specialist (Soil Classification)	Hours	6	\$ 116.01	\$ 696.06
	2. Engineering Specialist (Boring Logs)	Hours	6	\$ 116.01	\$ 696.06
	3. Moisture Content	Ea.	42	\$ 10.30	\$ 432.60
	4. Atterberg Limits of Soils	Ea.	20	\$ 77.33	\$ 1,546.60
	5. Finer #200 Sieve	Ea.	18	\$ 53.85	\$ 969.30
	6. Unconfined Compression Testing	Ea.	2	\$ 48.48	\$ 96.96
	7. Admin/Clerical/Report Reproduction	Hr.	2	\$ 45.75	\$ 91.50
<b>Project Total</b>					<b>\$ 14,862.56</b>



# County of Hidalgo Pct. 4

Commissioner Joseph Palacios  
1051 N. Doolittle Road  
Edinburg Texas 78542-0337


## MEMO

DATE: May 03, 2013  
TO: PURCHASING DEPARTMENT  
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER  
FROM: HIDALGO COUNTY PCT. #4  
REF: WORK AUTHORIZATION #1  
C-12-126-10-16

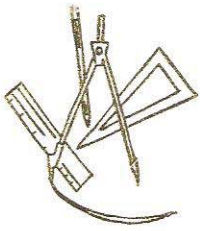
HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # 11324430 WORK AUTHORIZATION #1 IN THE AMOUNT OF \$35,026.07 FOR L&G Consulting Engineers, Inc. BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER # 688820 ACCOUNT # 3-1341-431-00-124-030-0-841/731/711

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE,  
THANK YOU.

VERONICA LOPEZ   
BUDGET ANALYST II

CC: COUNTY FILES  
ATTACHMENTS: Inv. # 11324430  
PO# 688820



May 1, 2013

Commissioner Joseph Palacios  
 Hidalgo County Precinct 4  
 1051 N. Doolittle Rd  
 Edinburg, TX 78542

**RE: 10<sup>th</sup> Street Extension - Work Authorization No. 1 - Limits: SH 107 to FM 1925  
 PO#688820 - L&G Project#120901**

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of April 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 environmental assessment with TxDOT, public involvement, schematic, design, ROW mapping, compensable utilities management oversight, for the 10<sup>th</sup> Street Extension Project from SH 107 to FM 1925. The following is a narrative of the progress report for this work authorization.

**Work Authorization#1**

FC 11005 – PHASE I – COMPENSABLE UTILITIES		% Complete
L&G Engineering has identified all of the compensable utilities on the preliminary Schematic of record with the Railroad Commission. We have verified their physical existence on the ground and confirmed them through aerial imagery. We have begun the adjustment coordination process with the Utility Companies (initial correspondence, request for proof of property interest, etc...) and are receiving reports for the utility companies and adjusting the maps accordingly.	L&G	100%
<b>FC 11006 – DESIGN SCHEMATIC</b>		
L&G continues to develop the schematic in preparation for the public meeting. We have developed multiple alignment options to be vetted through the NEPA process. We have finalized all horizontal & vertical data to be presented to the public.	L&G	75%
<b>FC 11007 – PRELIMINARY RIGHT OF WAY</b>		
L&G Staff have generated all of the property owners along both sides of the project as identified on the appraisal district. From the carson maps and county records we have identified the subdivisions of record and plotted the existing ownership of the existing 10 <sup>th</sup> extension. The preliminary schematic shows all property owners along the corridor. In addition we have utilized this date to estimate the total number of parcels needed to acquire as requested by the auditor's office. This information will be used for the Public Meeting Notices and shown on the Schematic.	L&G	100%
<b>FC 12001 – ENVIRONMENTAL REPORTS</b>		
L&G Environmental Staff has coordinated the development of the project alternative alignments with the city, county, and engineering staff. L&G has developed an alternatives analysis of the alignments and a matrix of the potential project impacts. Impacts to vegetation and endangered species are being evaluated and quantified with respect to state and federal laws and will be included in the draft Biological Impact Evaluation that is being developed for submittal to TxDOT.	L&G	40%

MAY 02 2013

<b>FC 12002 – PUBLIC INVOLVEMENT</b>		
L&G Environmental staff is developing documents and exhibits for the upcoming public meeting. Project related advertisements, handouts, and mail outs have been developed. L&G continues to coordinate the date and location of the public involvement activities with the city, county, and school district to secure a location in the vicinity of the proposed project. Additionally L&G is coordinating with the TxDOT Pharr District for the review of the documents relating to the public involvement activities.	L&G	55%
<b>FC 12008 – ENGINEER FOR PUBLIC MEETINGS</b>		
The Engineering Staff has generated a number of layouts, Preliminary Schematic, Hydrologic Map, Cost Estimates and existing and proposed Typical Sections for the work done to date. We are finalizing all of the maps in preparation for the upcoming public meeting.	L&G	55%
<b>FC 12070 – ARCHEOLOGICAL &amp; HISTORICAL RESEARCH SUB</b>		
No work has been completed on this task to date.	Amaterra	0%
<b>FC 13002 – RIGHT OF WAY MAPPING</b>		
No work has been completed on this task to date.	L&G	0%
<b>FC 16101 – HYDROLOGICAL MAP</b>		
L&G Engineers have developed a DTM model of the project area and generated a contour map identifying all of the low spots within the project. The limits of the Areas that will be draining into the roadway have been identified and mapped and the needed outfalls have been designated. We have labeled the drainage areas on the Hydrologic map and have preliminary flow rates identified for each area. We have finalized all of the data on the map to be shown to the public and will have the HCDD#1 approve our outfall.	L&G	90%

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

**RECEIVED**  
 MAY 02 2013

BY: ZZ

**L & G Consulting Engineers Inc**  
**2100 W. Expressway 83**  
**Mercedes, TX 78570**  
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #: 11324430**  
**INVOICE DATE: 04/30/13**

**BILL TO: 84**

Hidalgo County Pct #4  
 c/o Commission Joseph Palacios  
 1051 N. Doolittle Rd.  
 Edinburg, TX 78541


**JOB: 120901**

10th Street Extension Project  
 WA#1 - P.O.#688820  
 C-12-126-10-16

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of April 2013.						
11005-Ph. I Comp Uti	86,761.53	73,747.30	13,014.23	86,761.53	100.0	
11006-Design Schem	118,815.08	89,111.31		89,111.31	75.0	29,703.77
11007-Prelim ROW	20,017.05	17,014.49	3,002.56	20,017.05	100.0	
12001-EA Reports	95,024.83	28,507.45	9,502.48	38,009.93	40.0	57,014.90
12002-Pub Involment	20,019.67	7,006.88	4,003.94	11,010.82	55.0	9,008.85
12008-Engr/Pub Mtgs	20,005.84	10,002.92	1,000.29	11,003.21	55.0	9,002.63
12070-Arch & Hist	23,256.70				0.0	23,256.70
13002-ROW Mapping	207,906.22				0.0	207,906.22
16101-Hydro Map	30,017.18	22,512.89	4,502.57	27,015.46	90.0	3,001.72
TOTALS:	621,824.10	247,903.24	35,026.07	282,929.31	45.5	338,894.79

ORIGINAL CONTRACT SUM \$ 621,824.10  
 CHANGE BY CHANGE ORDER \$ 0.00  
 CONTRACT SUM TO DATE \$ 621,824.10  
 TOTAL COMPLETED TO DATE \$ 282,929.31  
 LESS PREVIOUS INVOICES \$ 247,903.24

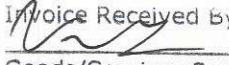
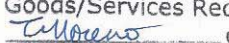
CURRENT PAYMENT DUE \$ 35,026.07

  
 PROJECT MANAGER'S SIGNATURE

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 MAY 02 2013

BY: 

3-1341-431-00-124-080-0-841  
 Pct. # 387 731  
 Fur. Rec. # 232402 711  
 P.O. # 688820

Invoice Received By:  on 5/2/13  
 Goods/Services Received By:  on 5/2/13





# County of Hidalgo Pct. 4

Commissioner Joseph Palacios  
1051 N. Doolittle Road  
Edinburg Texas 78542-0337

## MEMO

DATE: May 03, 2013  
TO: PURCHASING DEPARTMENT  
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER  
FROM: HIDALGO COUNTY PCT. #4  
REF: WORK AUTHORIZATION #1  
C-11-234-09-13

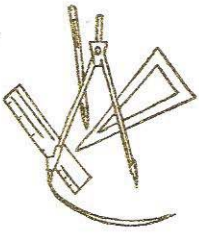
HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # 11324431 WORK AUTHORIZATION #1 IN THE AMOUNT OF \$5,167.50 FOR L & G CONSULTING ENGINEERS, INC. BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER # 663995 ACCOUNT # 3-1336-431-00-124-076-0-841

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE,  
THANK YOU.

VERONICA LOPEZ *VL*  
BUDGET ANALYST II

CC: COUNTY FILES  
ATTACHMENTS: Inv. # 11324431  
PO# 663995



May 1, 2013

Commissioner Joseph Palacios  
Hidalgo County Precinct 4  
1051 N. Doolittle Rd  
Edinburg, TX 78542

**RE: FM 1925 - Work Authorization No. 1 - Limits: Kenyon Road to FM 907  
PO#663995 - L&G Project#110601**

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of April 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 roadway schematic, hydrological map, and schematic surveys, coordinate environmental assessment with TxDOT limited public involvement for environmental assessment, compensable utilities management oversight, and right-of-way acquisition services for the FM 1925 project (Phase I) from Kenyon Road to FM 907. The following is a narrative of the progress report for this work authorization.

### Work Authorization#1

Task Description	Agency	% Complete
<b>FC 11006 – DESIGN SCHEMATIC</b>		
This task is complete.	L&G	100%
<b>FC 11007 – PRELIMINARY ROW INFO</b>		
This task is complete.	L&G	100%
<b>FC 12001 – ENVIRONMENTAL REPORTS</b>		
This task is complete.	L&G	100%
<b>FC 12002 – PUBLIC INVOLVEMENT</b>		
This task is complete.	L&G	100%
<b>FC 13002 – RIGHT OF WAY MAPPING</b>		
This task is complete.	L&G	100%
<b>FC 13020 – ROW MAP/SUB</b>		
This task is complete.	RODS	100%
<b>FC 16101 – HYDROLOGICAL MAP</b>		
This task is complete.	L&G	100%

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BY: *ZZ*

<b>FC 60700 – COMPENSABLE UTILITIES</b>			<b>% Complete</b>
This task is complete.		<b>L&amp;G</b>	<b>100%</b>
<b>FC 60000 – ROW ACQUISITION ADMINISTRATION</b>			
L&G Engineering visits the project site, conducts inspections, meets with project members, conducts utility investigations and updates ownership data. A preliminary property ownership status report has been completed and is reviewed and revised on a continuous basis. L&G Engineering Consulting Engineers ROW office at 900 S. Stewart Rd, Mission, Texas 78572 has been established. The office is open during normal County & State working hours with available personnel to answer questions. At least one staff member is a current commissioned notary public. Personnel are available for meeting as determined by the County. Meetings continue to be held with TxDOT to discuss any issues as necessary.		<b>L&amp;G</b>	<b>85%</b>
<b>FC 60100 – TITLE SERVICES</b>			
This task has not begun.		<b>L&amp;G</b>	<b>0%</b>
<b>FC 60200 – APPRAISAL SERVICES</b>			
This task has not begun.		<b>L&amp;G</b>	<b>0%</b>
<b>FC 60220 – APPRAISAL SERVICES/SUB</b>			
This task has not begun.		<b>Leonel</b>	<b>0%</b>
<b>FC 60300 – APPRAISAL REVIEW</b>			
This task has not begun.		<b>L&amp;G</b>	<b>0%</b>
<b>FC 60330 – APPRAISAL REVIEW/SUB</b>			
This task has not begun.		<b>HLH</b>	<b>0%</b>
<b>FC 60400 – PARCEL NEGOTIATION</b>			
This task has not begun.		<b>L&amp;G</b>	<b>0%</b>
<b>FC 60500 – CLOSING SERVICES</b>			
This task has not begun.		<b>L&amp;G</b>	<b>0%</b>
<b>FC 60600 – APPRAISAL UPDATE</b>			
This task has not begun.		<b>L&amp;G</b>	<b>0%</b>

**Supplemental #1 to Work Authorization #1**

<b>FC 11006 – DESIGN SCHEMATIC</b>			<b>% Complete</b>
The schematic has been approved by TxDOT. This task is complete.		<b>L&amp;G</b>	<b>100%</b>
<b>FC 11007 – PRELIMINARY ROW INFO</b>			
This task is complete.		<b>L&amp;G</b>	<b>100%</b>
<b>FC 12001 – ENVIRONMENTAL REPORTS</b>			
Currently the biological impact evaluation is being reviewed by Texas Parks and Wildlife Department (TPWD). In anticipation of the upcoming approval, L&G Environmental staff has begun the development of the Administratively Complete Environmental Assessment Reevaluation Document. L&G staff is evaluating potential impacts to roadway noise, socioeconomics, floodplains and other environmental concerns that will be included in the upcoming submittal to TxDOT.		<b>L&amp;G</b>	<b>60%</b>

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MAY 02 2013

BY: 22

<b>FC 12007 – ARCHEOLOGICAL &amp; HISTORICAL RESEARCH MANAGEMENT</b>		<b>% Complete</b>
L&G Engineering has coordinated the Right-of-Entry process, recorded the needed documentation, and developed exhibits to TxDOT and AmaTerra regarding where access has been provided by the public. L&G has coordinated with property owners and provided documentation to AmaTerra where access has been provided with special provisions that are property specific. Additionally, L&G has developed a work schedule for the completion of the archeological and historical surveys.	L&G	80%
<b>FC 12070 – ARCHEOLOGICAL &amp; HISTORICAL RESEARCH/SUB</b>		
Ama Terra has completed the Project Coordination Requests (PCR) and is awaiting approval from TxDOT & ROE to continue their field work.	AmaTerra	39.8%
<b>FC 13002 – RIGHT OF WAY MAPPING</b>		
This task is complete.	L&G	100%
<b>FC 16101 – HYDROLOGICAL MAP</b>		
This task is complete.	L&G	100%

<b>FC 60000 – ROW ACQUISITION ADMINISTRATION</b>		<b>% Complete</b>
L&G Engineering visits the project site, conducts inspections, and meets with project members. Property owners have been identified using appraisal tax rolls and Texas Land Records.  An L&G Engineering Consulting Engineers ROW office at 900 S. Stewart Road, Suite 10 in Mission Texas has been established.  The office is open during normal County and State working hours with available personnel to answer questions. At least one staff member is a current commissioned notary public. Personnel are available for meeting as determined by the County. Meetings with the affected property owners with TxDOT and County are held as needed to discuss any issues.	L&G	85%
<b>FC 60100 – TITLE SERVICES</b>		
This task has not begun.	L&G	0%
<b>FC 60200 – APPRAISAL SERVICES</b>		
This task has not begun.	L&G	0%
<b>FC 60220 – APPRAISAL SERVICES/SUB</b>		
This task has not begun.	Leonel	0%
<b>FC 60300 – APPRAISAL REVIEW</b>		
This task has not begun.	L&G	0%
<b>FC 60330 – APPRAISAL REVIEW/SUB</b>		
This task has not begun.	HLH	0%
<b>FC 60400 – PARCEL NEGOTIATION</b>		
This task has not begun.	L&G	0%
<b>FC 60500 – CLOSING SERVICES</b>		
This task has not begun.	L&G	0%

**RECEIVED**  
MAY 02 2013

BY: 

<b>FC 60600 – APPRAISAL UPDATE</b>		
This task has not begun.	<b>L&amp;G</b>	<b>0%</b>
<b>FC 60700 – COMPENSABLE UTILITIES</b>		
L&G has identified the utilities within the project limits and has begun the coordination process. Utility letters have been mailed to the different utility companies and identified on our design files. A project utility meeting was conducted and proof of property interest has been requested.	<b>L&amp;G</b>	<b>75%</b>

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,

*[Handwritten signature]*  
 Robert Macheska, P.E.  
 Project Manager

**RECEIVED**  
 MAY 02 2013  
 BY: *VZ*

**L & G Consulting Engineers Inc**  
**2100 W. Expressway 83**  
**Mercedes, TX 78570**  
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #: 11324431**  
**INVOICE DATE: 04/30/13**

**BILL TO: 84**

Hidalgo County Pct #4  
 c/o Commission Joseph Palacios  
 1051 N. Doolittle Rd.  
 Edinburg, TX 78541

**JOB: 110601**

FM 1925 Project  
 Limits: Kenyon Rd to FM 907  
 PO#663995

<u>DESCRIPTION</u>	<u>CONTRACT</u>	<u>PREVIOUS APPLICATIONS</u>	<u>CURRENT COMPLETED</u>	<u>TOTAL COMPLETED</u>	<u>% COMPL</u>	<u>BALANCE TO FINISH</u>
Engineering services for the month of April 2013.						
11006-Design Schem	57,600.00	57,600.00		57,600.00	100.0	
11007-Prelim ROW Req	20,000.00	20,000.00		20,000.00	100.0	
12001-EA Reports	35,000.00	35,000.00		35,000.00	100.0	
12002-Pub Involment	20,000.00	20,000.00		20,000.00	100.0	
13002-ROW Mapping	4,500.00	4,500.00		4,500.00	100.0	
13020-ROW Map/Sub	52,500.00	52,500.00		52,500.00	100.0	
16101-Hydro Map	30,000.00	30,000.00		30,000.00	100.0	
60700-Comp Utilities	22,500.00	22,500.00		22,500.00	100.0	
60000-Row Acq. Admin	73,500.00	62,475.00		62,475.00	100.0	
60100-Title Services	9,000.00				85.0	11,025.00
60200-Appraisal Srv	10,500.00				0.0	9,000.00
60220-Appraisal/Sub	30,000.00				0.0	10,500.00
60300-Appraisal Rvw	6,375.00				0.0	30,000.00
60330-Appr. Rev/Sub	5,625.00				0.0	6,375.00
60400-Parcel Negtion	48,000.00				0.0	5,625.00
60500-Clng Srvs Fee	3,000.00				0.0	48,000.00
60600-Aprsal Update	1,500.00				0.0	3,000.00
TOTALS:	429,600.00	304,575.00	0.00	304,575.00	70.9	125,025.00
11006-Design Schem	5,040.00	5,040.00		5,040.00	100.0	
11007-Prelim ROW Req	12,000.00	12,000.00		12,000.00	100.0	
12001-EA Reports	50,000.00	25,000.00	5,000.00	30,000.00	60.0	20,000.00
12007-Arch & Hist	1,675.00	1,172.50	167.50	1,340.00	80.0	335.00
12070-Arc & Hist/Sub	18,325.00	7,297.70		7,297.70	39.8	11,027.30
13002-ROW Map	25,000.00	25,000.00		25,000.00	100.0	
16101-Hydro Map	5,000.00	5,000.00		5,000.00	100.0	
60000-ROW Admin	24,500.00	20,825.00		20,825.00	85.0	3,675.00
60100-Title Services	3,000.00				0.0	3,000.00
60200-Appraisal Srv	3,500.00				0.0	3,500.00
60220-Appraisal/Sub	10,000.00				0.0	10,000.00
60300-Appraisal Rev	1,750.00				0.0	1,750.00
60330-Appr. Rev/Sub	2,250.00				0.0	2,250.00
60400-Parcel Negtion	17,500.00				0.0	17,500.00
60500-Clng Srvs Fee	1,000.00				0.0	1,000.00

**L & G Consulting Engineers Inc**  
**2100 W. Expressway 83**  
**Mercedes, TX 78570**  
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #: 11324431**  
**INVOICE DATE: 04/30/13**  
**PAGE: 2**

**BILL TO: 84**

Hidalgo County Pct #4  
 c/o Commission Joseph Palacios  
 1051 N. Doolittle Rd.  
 Edinburg, TX 78541

**JOB: 110601**

FM 1925 Project  
 Limits: Kenyon Rd to FM 907  
 PO#663995

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
60600-Apprsal Update	500.00				0.0	500.00
60700-Comp. Utilites	40,000.00	30,000.00		30,000.00	75.0	10,000.00
TOTALS:	650,640.00	435,910.20	5,167.50	441,077.70	70.9	209,562.30

ORIGINAL CONTRACT SUM	\$	429,600.00
CHANGE BY CHANGE ORDER	\$	221,040.00
CONTRACT SUM TO DATE	\$	650,640.00
TOTAL COMPLETED TO DATE	\$	441,077.70
LESS PREVIOUS INVOICES	\$	435,910.20
CURRENT PAYMENT DUE	\$	5,167.50

  
 PROJECT MANAGER'S SIGNATURE

**RECEIVED**  
 MAY 02 2013

BY: 

3-1136-131-00-1240760-841  
 Pct. # 1365  
 Pur. Req. # 203051  
 P.O. # 663995 *MAP*

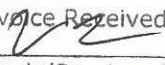
Invoice Received By:  on 5/3/13  
 Goods/Services Received By: *Toni Moore* on 5/3/13

EXHIBIT C  
 WORK SCHEDULE

FIRM	2011			2012			2013									
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN
<b>TASK AND DESCRIPTION</b>																
Work Authorization No. 1																
Obtain Right of Entry (Surveying)																
Existing Right-Of-Way Layout																
Hydrologic Map																
Utility Coordination																
Coordination with Irrigation District																
Schematic & Environmental Due Diligence																
Develop Schematic with Outfalls																
Meet w/TXDOT & Revise Schematic as per Comments																
TXDOT & County approves Schematic																
Meet with Affected Property Owners (Limited PI)																
Prepare Re-Evaluation Document																
Submit Final Draft Document																
Agency Review & Revisions																
Approval by TXDOT/FHWA - FONSJ																
ROW Mapping (Approx. 15 Parcels)																
Develop ROW Map, Parcel Sketches & Field Notes																
TXDOT Review																
Revisions as per TXDOT Comments																
TXDOT Approve ROW Map																
TXDOT L&G																
ROW Acquisition (Approve 15 Parcels)																
Project Administration																
Coordination with County and TXDOT																
Title Commitments																
Appraisal Reports																
Appraisal Review Reports																
Approved Update Reports																
Approved Values by TXDOT																
Acquisition Negotiation Offers																
Title Curative Process																
Title Commitment Updates																
Payments for Parcels																
L&G Condemnation Support Process																
Eminent Domain Proceedings by County																
Title Insurance Policies																
Consummation of Outstanding Cases																

NOTE: THIS SCHEDULE ASSUMES THAT A FULL RE-EVALUATION OF THE FONSJ 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.

L&G ENGINEERING TASK  
 TXDOT TASK  
 COUNTY TASK

APPROVED BY: [Signature]  
 DATE: MAY 02 2013



# County of Hidalgo Pct. 4

Commissioner Joseph Palacios  
1051 N. Doolittle Road  
Edinburg Texas 78542-0337

## MEMO

DATE: May 03, 2013  
TO: PURCHASING DEPARTMENT  
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER  
FROM: HIDALGO COUNTY PCT. #4  
REF: WORK AUTHORIZATION #2  
C-11-234-09-13

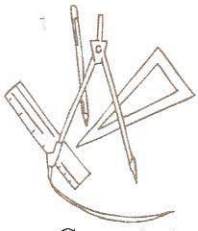
HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # 11324432 WORK AUTHORIZATION #2 IN THE AMOUNT OF \$22,005.30 FOR L & G CONSULTING ENGINEERS, INC. BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT 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.

VERONICA LOPEZ *VL*  
BUDGET ANALYST II

CC: COUNTY FILES  
ATTACHMENTS: Inv. # 11324432  
PO# 684964



May 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 April 2013.

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C - Work Schedule

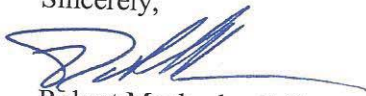
This work authorization consists of engineering services required for the preparation of the surveys, PS&E, utilities adjustments and construction management for the FM 1925 project (Part II of Phase I) from Kenyon Road East to FM 907 (Old Alamo Road.). The following is a narrative of the progress report for this work authorization.


**Work Authorization#2**

		% Complete
<b>FC 15001 - ROADWAY DESIGN SURVEY</b>		
The surveyor has provided the survey data which has been reviewed by L&G. L&G has coordinated the tie-downs of the existing utility lines with the surveyor. This task is complete.	L&G	100%
<b>FC 15010 - ROADWAY DESIGN SURVEY/SUB</b>		
The surveyor has provided all of the topographic survey data (2D, 3D, DTM & ASCII) and has begun to tie down the utility lines' vertical data. This task is complete.	RODS	100%
<b>FC 16001 - PS&amp;E DESIGN</b>		
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. We continue to finalize the design.	L&G	75%
<b>FC 16205 - SIGNAL DESIGN</b>		
L&G has developed the intersection layouts for the needed signal designs.	L&G	60%
<b>FC 16307 - UTILITIES (PERMITTED)</b>		
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 has incorporated these lines into our U&D plan sheets. We have requested exposures from the utility companies and are having our surveyor tie down the elevations. We continue to finalize the permitted adjustments.	L&G	75%
<b>32001 - CONSTRUCTION MANAGEMENT</b>		
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

RECEIVED  
MAY 02 2013  
BY: 

**L & G Consulting Engineers Inc**  
**2100 W. Expressway 83**  
**Mercedes, TX 78570**  
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #: 11324432**  
**INVOICE DATE: 04/30/13**

**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 April 2013.						
15001-Rdwy Dsgn Surv	41,218.00	41,218.00		41,218.00	100.0	
15010-Rdwy Survy/Sub	26,792.00	24,112.80	2,679.20	26,792.00	100.0	
16001-Rdwy Design	348,018.00	243,612.60	17,400.90	261,013.50	75.0	87,004.50
16205-Signal Design	72,019.00	43,211.40		43,211.40	60.0	28,807.60
16307-Utl(Permitted)	38,504.00	26,952.80	1,925.20	28,878.00	75.0	9,626.00
32001-Const. Mgmt	74,009.00				0.0	74,009.00
<b>TOTALS:</b>	<b>600,560.00</b>	<b>379,107.60</b>	<b>22,005.30</b>	<b>401,112.90</b>	<b>66.8</b>	<b>199,447.10</b>

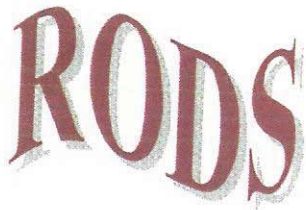
ORIGINAL CONTRACT SUM \$ 600,560.00  
 CHANGE BY CHANGE ORDER \$ 0.00  
 CONTRACT SUM TO DATE \$ 600,560.00  
 TOTAL COMPLETED TO DATE \$ 401,112.90  
 LESS PREVIOUS INVOICES \$ 379,107.60  
  
 CURRENT PAYMENT DUE \$ 22,005.30

  
 PROJECT MANAGER'S SIGNATURE

**RECEIVED**  
 MAY 02 2013  
 BY: 22

3 -1342-431-00-124076-0-841  
 Pct. #  
 Pur. Req. # 227054  
 P.O. # 684964 *WAB*

Invoice Received By: [Signature] on 5/2/13  
 Goods/Services Received By: ione Morens on 5/2/13



**Surveying, Inc.**

April 29, 2013

Mr. Jacinto Garza, P.E.  
L & G Engineering, Inc.  
2100 W. Expressway 83  
Mercedes, TX 78570

RE: February 2013 Status Report – Invoice: 13549  
FM 1925, Hidalgo County, TX  
RODS Surveying, Inc. Project No. 199-20816-004A  
Work Authorization #4  
Service Period 2/25/2013 to 4/28/2013

Dear Mr. Garza:

The status of the FM 1925 project is outlined as follows:

FNC 150: Design Survey Services

100% complete

- Found and Verified Existing Control
- Placed a call to DIGTESS for utility markings (Tickets Attached)
- All Field Work Completed
- The CADD 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

RECEIVED  
MAY 02 2013

BY:

**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

Invoice No. 13549  
 Invoice Date: 4/29/2013

Project: FM 1925 (from Kenyon Rd to FM 907 in Hidalgo County)  
 WA No. 4 FC 150

Hidalgo County Pct No. 4  
 North Alamo Rd Realignment  
 RODS Project No: 199-20816-004A  
 Service Period: 2/25/2013 - 4/28/2013

Project Stage	Contract Amount	Current Amount as of 4/28/2013	Sub-Total	Less Previously Invoiced	Total Amount Due For This Period	% Complete 4/28/2013	Remaining Balance
Design Surveys	\$ 26,792.00	\$ 2,679.20	\$ 26,792.00	\$ 24,112.80	\$ 2,679.20	100%	\$ -
<b>TOTAL</b>	\$ 26,792.00	\$ 2,679.20	\$ 26,792.00	\$ 24,112.80	\$ 2,679.20	100%	\$ -

**TOTAL DUE THIS INVOICE: \$ 2,679.20**

**APPROVED**  
 By Robert at 2:41 pm, Apr 30, 2013

*Handwritten signature*

543  
 110602  
 15010 - 2679.20

**RECEIVED**  
 MAY 02 2013  
 BY: *Handwritten initials*





# County of Hidalgo Pct. 4

Commissioner Joseph Palacios  
1051 N. Doolittle Road  
Edinburg Texas 78542-0337

## MEMO

DATE: May 29, 2013  
TO: PURCHASING DEPARTMENT  
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER  
FROM: HIDALGO COUNTY PCT. #4  
REF: WORK AUTHORIZATION #2  
C-12-122-06-12

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # 13-5-000024 WORK AUTHORIZATION #2 IN THE AMOUNT OF \$1,545.30 FOR L & G Engineering Laboratory, LLC BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER # 690629 ACCOUNT # 3-1342-431-00-124-122-0-841

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE,  
THANK YOU.

VERONICA LOPEZ   
BUDGET ANALYST II

CC: COUNTY FILES  
ATTACHMENTS: Inv. # 13-5-000024  
PO# 690629

# L & G Engineering Laboratory

## Construction Material Testing Geotechnical Engineering

**INVOICE**  
 Invoice Date: 05/29/2013  
 Invoice No: 13-5-000024

Page 1 of 2

**RECEIVED**  
 MAY 29 2013

BY: *[Signature]*

2100 W. Expressway 83  
 Mercedes, TX 78570  
 Office (956) 565-0760 Fax (956) 565-6746

Client Address: Hidalgo County Pct. #4  
 1102 N. Doolittle Rd.  
 Edinburg, TX. 78539

Account No.: L130  
 Project No: L1301301  
 Project Desc.: FM 1017 Rd. Expansion

Due Date: UPON RECEIPT  
 Budget/Remaining: \$5,647.67 / \$1,086.23  
 PO: 690629

===== Invoice Summary by Billing Code =====

	<u>Unit Rate</u>	<u>Qty</u>	<u>Extension</u>
910:91011 - Field Density (Nuclear Method)	\$23.21	13.00	\$301.73
940:94048 - Eng. Tech. (Soils / SP.)	\$46.44	12.50	\$580.50
940:94054 - Engineering Specialist	\$116.01	1.25	\$145.00
940:94055 - Engineer / P.E.	\$154.76	1.25	\$193.45
950:95058 - Vehicle Trip Charge	\$0.51	412.00	\$210.12
950:95061 - Test Report	\$22.90	5.00	\$114.50
<b>Total for this Invoice:</b>			<b>\$1,545.30</b>

===== Invoice Detail by Report =====

<u>Report No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Code</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
R009	04/19/2013	5.00	910:91011 - Field Density (Nuclear Method)	Each	\$23.21	\$116.05
R009	04/19/2013	2.50	940:94048 - Eng. Tech. (Soils / SP.)	Hour	\$46.44	\$116.10
R009	04/19/2013	0.25	940:94054 - Engineering Specialist	Hour	\$116.01	\$29.00
R009	04/19/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$154.76	\$38.69
R009	04/19/2013	82.00	950:95058 - Vehicle Trip Charge	Mile	\$0.51	\$41.82
R009	04/19/2013	1.00	950:95061 - Test Report	Each	\$22.90	\$22.90
Report Number R009 for a Subtotal of:						\$364.56
R010	05/03/2013	2.00	940:94048 - Eng. Tech. (Soils / SP.)	Hour	\$46.44	\$92.88
R010	05/03/2013	0.25	940:94054 - Engineering Specialist	Hour	\$116.01	\$29.00
R010	05/03/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$154.76	\$38.69
R010	05/03/2013	82.00	950:95058 - Vehicle Trip Charge	Mile	\$0.51	\$41.82

REMIT TO: 2100 W. Expressway 83  
 Mercedes, TX 78570  
 Office (956) 565-0760 Fax (956) 565-6746

Net 30 Days

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH  
 PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

# L & G Engineering Laboratory

## Construction Material Testing Geotechnical Engineering

2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

**INVOICE**  
Invoice Date: 05/29/2013  
Invoice No: 13-5-000024

Page 2 of 2

**RECEIVED**  
MAY 29 2013  
BY: *VZ*

===== Invoice Detail by Report =====

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension	
R010	05/03/2013	1.00	950:95061 - Test Report	Each	\$22.90	\$22.90	
						Report Number R010 for a Subtotal of:	\$225.29
R011	05/07/2013	3.00	910:91011 - Field Density (Nuclear Method)	Each	\$23.21	\$69.63	
R011	05/07/2013	3.00	940:94048 - Eng. Tech. (Soils / SP.)	Hour	\$46.44	\$139.32	
R011	05/07/2013	0.25	940:94054 - Engineering Specialist	Hour	\$116.01	\$29.00	
R011	05/07/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$154.76	\$38.69	
R011	05/07/2013	82.00	950:95058 - Vehicle Trip Charge	Mile	\$0.51	\$41.82	
R011	05/07/2013	1.00	950:95061 - Test Report	Each	\$22.90	\$22.90	
						Report Number R011 for a Subtotal of:	\$341.36
R012	05/08/2013	2.00	910:91011 - Field Density (Nuclear Method)	Each	\$23.21	\$46.42	
R012	05/08/2013	2.50	940:94048 - Eng. Tech. (Soils / SP.)	Hour	\$46.44	\$116.10	
R012	05/08/2013	0.25	940:94054 - Engineering Specialist	Hour	\$116.01	\$29.00	
R012	05/08/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$154.76	\$38.69	
R012	05/08/2013	82.00	950:95058 - Vehicle Trip Charge	Mile	\$0.51	\$41.82	
R012	05/08/2013	1.00	950:95061 - Test Report	Each	\$22.90	\$22.90	
						Report Number R012 for a Subtotal of:	\$294.93
R013	05/10/2013	3.00	910:91011 - Field Density (Nuclear Method)	Each	\$23.21	\$69.63	
R013	05/10/2013	2.50	940:94048 - Eng. Tech. (Soils / SP.)	Hour	\$46.44	\$116.10	
R013	05/10/2013	0.25	940:94054 - Engineering Specialist	Hour	\$116.01	\$29.00	
R013	05/10/2013	0.25	940:94055 - Engineer / P.E.	Hour	\$154.76	\$38.69	
R013	05/10/2013	84.00	950:95058 - Vehicle Trip Charge	Mile	\$0.51	\$42.84	
R013	05/10/2013	1.00	950:95061 - Test Report	Each	\$22.90	\$22.90	
						Report Number R013 for a Subtotal of:	\$319.16
						<b>Total for this Invoice:</b>	<b>\$1,545.30</b>

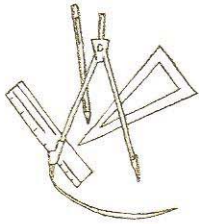
Invoice Received By: *VZ* on 5/29/13

Goods/Services Received By:  
~~3-1342 91-00-124-122 0-841~~  
 Pct. # 502  
 Pur. Req. # 233758  
 P.O. # 690629

REMIT TO: 2100 W. Expressway 83  
Mercedes, TX 78570  
Office (956) 565-0760 Fax (956) 565-6746

Net 30 Days

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH  
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

May 28, 2013

Commissioner Joseph Palacios  
Attn: Roman Rodriguez  
Hidalgo County, Pct. #4  
1102 N. Doolittle Rd.  
Edinburg, Texas 78539

**RE: FM 1017 Rd. Expansion**

Dear Mr. Rodriguez:

Included for your use with this letter are test reports **R009** thru **R013** for **Construction Material Testing** performed on the above referenced project. Unless otherwise noted, all test results meet or exceed requirements.

L&G Engineering Laboratory appreciates the opportunity to serve your material testing needs on this project and we look forward to working with you in the future.

If you have any questions, feel free to contact me at 956-565-0760.

Sincerely,

Ricardo A. Gil  
General Manager

Attachments

CC: Project File



**FIELD DENSITIES  
 TEST REPORT**

Project Description: FM 1017 Rd. Expansion  
 Client: Hidalgo County Pct. #4

L&G Project Number: L1301301  
 L&G Report Number: R009  
 Sample Date: 04/19/2013  
 Date Reported: 04/19/2013

Client PO: 690629

Page 1 of 1

Material Description Salvaged Base

Required % Proctor 95 Moisture Tolerance -2+3

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
SVB MD1	7.9	117.5

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (inch)
1	FM 1017 Sta. 138-50 20ft S. from CL	SVB MD1	8.1%	122.2 pcf	104.0% (Pass)	8"
2	FM 1017 Sta. 133+50 22ft S from CL	SVB MD1	7.3%	124.1 pcf	105.6% (Pass)	8"
3	FM 1017 Sta. 129+50 23ft S from CL	SVB MD1	6.9%	119.0 pcf	101.3% (Pass)	8"
4	FM 1017 Sta. 126+00 20ft S from CL	SVB MD1	6.9%	119.5 pcf	101.7% (Pass)	8"
5	FM 1017 Sta. 120+45 22ft S from CL	SVB MD1	9.6%	116.8 pcf	99.4% (Pass)	8"

Remarks: Test results are in general compliance with the project specifications except as noted.  
 Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #4 (Gen.) (Hidalgo County Pct. #4)  
 (Edinburg, TX) Attn: Raul Sesin  
 (1-cc copy)  
 1-cc Laboratory

Respectfully Submitted,  
 L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

**Rick Gil**

---

**From:** Roman Rodriguez [roman.rodriguez@co.hidalgo.tx.us]  
**Sent:** Thursday, April 18, 2013 3:45 PM  
**To:** Rick Gil  
**Cc:** Celia Almaguer  
**Subject:** DENSITY TESTING 1017 ROAD EXPANSION PROJECT.

RICK,  
PCT. # 4 IS REQUESTING DENSITY TESTING ON 2000 L.F. OF FILL. (4 SHOTS)  
THE TESTING IS FOR THE SECTION THAT IS ON THE SOUTH SIDE STARTING ON THE  
WEST SIDE GOING EASTBOUND.  
IF POSSIBLE CAN WE BE SCHEDULED FOR TOMARROW AT 2:00P.M.

DIRECTOR

PCT. # 4

THANKS,  
ROMAN RODRIGUEZ  
ROAD & BRIDGE

HIDALGO COUNTY



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83  
900 S. Stewart Rd. Ste. 6  
3388 US Hwy 277

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 583-7117  
Carrizo Springs, TX (888) 565-9813

## REPORT OF SITE VISIT TEST REPORT

Project Description: FM 1017 Rd. Expansion  
Client: Hidalgo County Pct. #4

L&G Project Number: L1301301  
L&G Report Number: R010  
Sample Date: 05/03/2013  
Date Reported: 05/03/2013

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Client PO: 690629

Page 1 of 1

On May 3, 2013, a representative of L&G Engineering Laboratory was dispatched to FM 1017 Project Site to perform proof rolling. Hidalgo County Pct. #4 proof rolled from Sta. 153+00 thru Sta. 140+00 on the Eastbound shoulder lane with a water truck weighing 54,600 tons. There were no soft spots.

Test Methods (If Applicable): ASTM C-231, ASTM C-143, ASTM C-1064, ASTM C-31, ASTM C-172

Orig: Hidalgo County Pct. #4 (Gen.) (Hidalgo County Pct. #4)  
(Edinburg, TX) Attn: Raul Sesin  
(1-cc copy)  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

---

Ricardo A. Gil, Lab Manager

## Rick Gil

---

**From:** Roman Rodriguez [roman.rodriguez@co.hidalgo.tx.us]  
**Sent:** Friday, May 03, 2013 8:05 AM  
**To:** Rick Gil  
**Cc:** reynaldollanes  
**Subject:** Density testing request

Pct.#4 is requesting density testing on F.M. 1017 road expansion project, this is the last section on the southeast side and testing is for sub-grade , we are requesting 3 shots for approx. 1200 ft.

We will be ready for testing at 2:00 p.m today (5/3/13) Thank You, Roman Rodriguez

Sent from my iPhone



**FIELD DENSITIES  
 TEST REPORT**

Project Description: FM 1017 Rd. Expansion  
 Client: Hidalgo County Pct. #4

L&G Project Number: L1301301  
 L&G Report Number: R011  
 Sample Date: 05/07/2013  
 Date Reported: 05/07/2013

Client PO: 690629

Page 1 of 1

Material Description	Salvaged Base		
Required % Proctor	95	Moisture Tolerance	-2+3
	Proctor No	Optimum % Moisture	Opt. Density, LB/CF
	SVB MD1	7.9	117.5

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (inch)
1	FM 1017 Sta. 140+00 Eastbound Shoulder	SVB MD1	6.6%	115.4 pcf	98.2% (Pass)	8"
2	FM 1017 Sta. 143+00 Eastbound Shoulder	SVB MD1	9.5%	120.5 pcf	102.6% (Pass)	8"
3	FM 1017 Sta. 147+00 Eastbound Shoulder	SVB MD1	6.6%	124.0 pcf	105.5% (Pass)	8"

Remarks: Test results are in general compliance with the project specifications except as noted.  
 Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #4 (Gen.) (Hidalgo County Pct. #4)  
 (Edinburg, TX) Attn: Raul Sesin  
 (1-cc copy)  
 1-cc Laboratory

Respectfully Submitted,  
 L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

## Rick Gil

---

**From:** Roman Rodriguez [roman.rodriguez@co.hidalgo.tx.us]  
**Sent:** Tuesday, May 07, 2013 11:57 AM  
**To:** Rick Gil  
**Subject:** Re: Density testing on 1017

Thank You Sir !

Sent from my iPhone

On May 7, 2013, at 11:53 AM, "Rick Gil" <rgil@lgengineers.com> wrote:

> I have forwarded your request to Rey Llanes, our  
> dispatcher.....thanks

>

> Ricardo A. Gil  
> General Manager  
> L&G Engineering Laboratory, LLC  
> 2100 W. Expressway 83  
> Mercedes, Texas 78570

>

> Phone: 956-565-0760  
> Fax: 956-565-6746  
> Cell: 956-463-2008  
> rgil@lgengineers.com

>

>

> -----Original Message-----

> From: Roman Rodriguez [mailto:roman.rodriguez@co.hidalgo.tx.us]  
> Sent: Tuesday, May 07, 2013 11:30 AM  
> To: Rick Gil  
> Subject: Density testing on 1017

>

> Pct. #4 is requesting density testing for sub-grade on a small piece  
> of road that was flooded with this last rain, we will need 1 shot on  
> this section and the section will be ready at 2:00p.m today 5/7/13.

> Thank You Roman Rodriguez  
> Hidalgo County Pct. # 4

>

> Sent from my iPhone

>



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83  
900 S. Stewart Rd. Ste. 6  
3388 US Hwy 277

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 583-7117  
Carrizo Springs, TX (888) 565-9813

## FIELD DENSITIES TEST REPORT

Project Description: FM 1017 Rd. Expansion  
Client: Hidalgo County Pct. #4

L&G Project Number: L1301301  
L&G Report Number: R012  
Sample Date: 05/08/2013  
Date Reported: 05/08/2013

Client PO: 690629

Page 1 of 1

Material Description	Salvage Base MD #1		
Required % Proctor	95	Moisture Tolerance	-2+3
	Proctor No	Optimum % Moisture	Opt. Density, LB/CF
	SVB MD1	7.9	117.5

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (inch)
1	FM 1017 Sta. 148+00 Eastbound Shoulder	SVB MD1	7.1%	115.7 pcf	98.5% (Pass)	8"
2	FM 1017 Sta. 151+00 Eastbound Shoulder	SVB MD1	8.6%	118.4 pcf	100.8% (Pass)	8"

Remarks: Test results are in general compliance with the project specifications except as noted.  
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #4 (Gen.) (Hidalgo County Pct. #4)  
(Edinburg, TX) Attn: Raul Sesin  
(1-cc copy)  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

## Rick Gil

---

**From:** Roman Rodriguez [roman.rodriguez@co.hidalgo.tx.us]  
**Sent:** Wednesday, May 08, 2013 7:02 AM  
**To:** Rick Gil  
**Subject:** Density testing on F.M 1017

Good morning Rick,  
Pct. #4 is requesting density testing on sub grade for F.M. 1017 on the South.East side of the road .  
Crew will be ready today (5/8/13) at 2:30p.m.  
Thank You Roman Rodriguez  
Hidalgo County Pct.#4

Sent from my iPhone



**FIELD DENSITIES  
 TEST REPORT**

Project Description: FM 1017 Rd. Expansion  
 Client: Hidalgo County Pct. #4

L&G Project Number: L1301301  
 L&G Report Number: R013  
 Sample Date: 05/10/2013  
 Date Reported: 05/10/2013

Client PO: 690629

Page 1 of 1

<b>Material Description</b>	Slavage Base MD1		
<b>Required % Proctor</b>	95	<b>Moisture Tolerance</b>	-2+3
	<b>Proctor No</b>	<b>Optimum % Moisture</b>	<b>Opt. Density, LB/CF</b>
	SVB MD1	7.9	117.5

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (inch)
1	FM 1017 Sta. 140+20 23ft S of CL / Final Lift	SVB MD1	10.9%	116.2 pcf	98.9% (Pass)	8"
2	FM 1017 Sta. 145+00 22ft S of CL / Final Lift	SVB MD1	8.1%	117.1 pcf	99.7% (Pass)	8"
3	FM 1017 Sta. 150+00 20ft S of CL / Final Lift	SVB MD1	7.7%	116.4 pcf	99.1% (Pass)	8"

Remarks: Test results are in general compliance with the project specifications except as noted.  
 Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #4 (Gen.) (Hidalgo County Pct. #4)  
 (Edinburg, TX) Attn: Raul Sesin  
 (1-cc copy)  
 1-cc Laboratory

Respectfully Submitted,  
 L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

**Rick Gil**

---

**From:** Roman Rodriguez [roman.rodriguez@co.hidalgo.tx.us]

**Sent:** Wednesday, May 08, 2013 4:00 PM

**To:** Rick Gil

**Subject:** DENSITY TESTING ON F.M. 1017

GOOD AFTERNOON RICK,  
PCT. # 4 IS REQUESTING DENSITY TESTING ON SUB-GRADE FOR THE F.M. 1017 ROAD  
EXPANSION PROJECT, THE TESTING WILL BE DONE ON THE LAST SECTION OF THE  
SOUTH EAST SIDE OF F.M. 1017.  
IT SHOULD BE BE ABOUT 3 SHOTS.  
AND THE CREW WILL BE READY FOR TESTING ON FRIDAY (5/10/13) AT 11:30A.M.

THANKS, ROMAN RODRIGUEZ  
HIDALGO COUNTY PCT. # 4



## County of Hidalgo Pct. 4

Commissioner Joseph Palacios  
1051 N. Doolittle Road  
Edinburg Texas 78542-0337

### MEMO

DATE: May 29, 2013  
TO: PURCHASING DEPARTMENT  
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER  
FROM: HIDALGO COUNTY PCT. #4  
REF: WORK AUTHORIZATION #1  
C-13-098-04-16

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # M173457 WORK AUTHORIZATION #1 IN THE AMOUNT OF \$600.00 FOR Half Associates Inc. BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER # 691376 ACCOUNT # 3-1100-452-00-124-009-0-334

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE,  
THANK YOU.

VERONICA LOPEZ  
BUDGET ANALYST II

CC: COUNTY FILES  
ATTACHMENTS: Inv. # M173457  
PO# 691376

# INVOICE

# HALFF

ENGINEERS • ARCHITECTS • SCIENTISTS • PLANNERS • SURVEYORS

**REMITTANCE ADDRESS:**

P.O. Box 910259  
Dallas, TX 75391-0259  
www.halff.com



Hidalgo County Commissioner's Court  
1051 North Doolittle Road  
Edinburg, TX. 78542  
  
Attention: Mr. Jesse Ozuna

Invoice Date : 05/22/2013  
Invoice # : M173457  
Project : 29426  
Invoice Group : \*\*  
Client Code : HIDAL5

Project Name : Hidalgo Co\Prct#4 San Manuel Linn

For Professional Services Rendered through: 5/12/2013

Re:Electrical Engineering Services  
San Manuel Linn Rest Stop  
San Manuel, TX  
Contact #C-13-098-04-16  
PO#: 691376

\*\* Please contact Maribel Martinez at (956-664-0286)  
with any questions regarding this invoice.

Phase / Task / Name	Fee	Previous Amount	% Complete	Current Amount	Total Fee Earned
DE01 -- Electrical Engineering	6,000.00	5,400.00	100.00	600.00	6,000.00
<b>Totals:</b>	<b>6,000.00</b>	<b>5,400.00</b>	<b>100.00</b>	<b>600.00</b>	<b>6,000.00</b>
Total Fee Earned To Date					6,000.00
Less Previous Billings					5,400.00
<b>Amount Due this Invoice</b>					<b>600.00</b>

3 -1100 -452-00-124-009-0-334  
Pct. # 606  
Pur. Req. # 235011  
P.O. # 691376

Invoice Received By: [Signature] on 5/28/13  
Goods/Services Received By: [Signature] on 5/29/13

TERMS: DUE UPON RECEIPT

**ORIGINAL**