AI-39177 **1.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

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

Attachments

ck register

Form Review

Form Started By: Monica Badillo Started On: 06/10/2013 03:47 PM

Final Approval Date: 06/10/2013

Approval of Check Register as Summarized Below

June 11th, 2013

Bank Account	Fund	Start Ck #	End Ck #		Amount
01	General Fund	381132	381556		2,738,971.42
02	Special Revenue	385176	385310		194,996.15
04	Capital Projects	14993	15005		246,569.48
05	Trust & Agency	22841	22846		198,643.74
07	Proprietary	5767	5769		14,992.42
15	Urban Special	28326	28348		249,123.54
			Total checks		**3,643,296.75**

Ach Withdrawals for:

Trust & Agency Funds	ITEMS:	2	8,033.07
Proprietary Funds	ITEMS:	1	63,391.21
	Total withdrawals:		71,424.28
	Total electronic payments:		71,424.28
	Grand Total:		**3,714,721.03**

ACH Withdrawals

Date	To	For	From	Amount
06/04/13	Esimpkins	457 Reg. P/R PP11	Trust & Agency Fund	8,008.07
06/06/13	Esimpkins	457 Elected Officials PP10	Trust & Agency Fund	25.00
			Total Trust & Agency	8,033.07
06/04/13	TriStar Risk Mgnt	Workers Compensation	Proprietary Fund	63,391.21
			Total Proprietary	63,391.21
			Total ACH Withdrawal	71,424.28
			Grand Total	71,424.28

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
01	00381132	2,750.00	06/11/13	201979 ALEMAN, JAIME	C
01	00381133	960.00	06/11/13	200115 LAW OFFICES OF EDUARDO ANAYA, P.C.	C
01	00381134	3,807.50	06/11/13	66702 ARIZPE, SOFIA	C
01	00381135	440.00	06/11/13	2526 ARTURO R. CANTU, ATTORNEY AT LAW	C
01	00381136	590.00	06/11/13	329134 BARBOSA, ALBERTO	C
01	00381137	485.00	06/11/13	319104 CHRISTOPHER RYAN BRASURE	C
01	00381138	702.50	06/11/13	400467 BUSTOS, HECTOR	C
01	00381139	1,100.00	06/11/13	297895 CANCHE, RUDY JR.	C
01	00381140	570.00	06/11/13	367028 CANTU-DELBOSQUE & ASSOCIATES, P.C.	C
01	00381141	2,200.00	06/11/13	205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C.	C
01	00381142	2,810.00	06/11/13	315532 CARLOS E. ORTEGON, P.C.	C
01	00381143	410.00	06/11/13	404373 CAVAZOS, CHRISTOPHER P.	C
01	00381144	1,422.50	06/11/13	188921 DAVID E CAZARES P.C.	C
01	00381145	400.00	06/11/13	348147 EDNA ESCANAME CEDILLO	C
01	00381146	100.00	06/11/13	406481 CHUGANI, HITESH K.	C
01	00381147	1,250.00	06/11/13	319848 COLEGIO, ROBERTO	C
01	00381148	2,282.50	06/11/13	299375 LAURA MARTINEZ COLUNGA	C
01	00381149	860.00	06/11/13	222232 LAW OFFICE OF M. TERESA CORONADO	C
01	00381150	317.50	06/11/13	396575 CRUZ, AUDRA	C
01	00381151	200.00	06/11/13	398519 DE LA GARZA, RAFAEL III	C
01	00381152	400.00	06/11/13	370428 DE LUNA, MARCO A.	C
01	00381153	2,497.50	06/11/13	181552 DELLA FAY PEREZ, PLLC	C
01	00381154	710.00	06/11/13	213837 DIAZ, MELINDA	C
01	00381155	650.00	06/11/13	322555 ESPINOSA, PILAR V.	C
01	00381156	175.00	06/11/13	208809 ESQUIVEL, ROEL	C
01	00381157	4,095.00	06/11/13	333034 FLORES, ABIEL	C
01	00381158	1,610.00	06/11/13	345571 FLORES, ALFONSO RICARDO	C
01	00381159	412.50	06/11/13	249378 OSCAR RENE FLORES, P.C.	C
01	00381160	1,825.00	06/11/13	365041 RENE A FLORES	C
01	00381161	1,552.50	06/11/13	362964 SYLVIA VEGA FLORES	C
01	00381162	1,252.50	06/11/13	241873 JAIME ROEL GARCIA	C
01	00381163	5,255.00	06/11/13	348805 GARZA & PENA, PLLC	C
01	00381164	515.00	06/11/13	145882 ABEL GARZA ATTORNEY AT LAW	C
01	00381165	400.00	06/11/13	395641 GARZA, JOSE M.	C
01	00381166	2,040.00	06/11/13	287989 LAW OFFICE OF MELINDA D. GARZA	C
01	00381167	4,660.00	06/11/13	159298 GARZA, ROGELIO	C
01	00381168	3,125.00	06/11/13	19062 GOMEZ, JOSE ANTONIO	C
01	00381169	2,395.00	06/11/13	181188 GONZALES, FRANCISCO E. JR.	C
01	00381170	4,475.00	06/11/13	251607 LAW OFFICE OF NOEL GONZALEZ	C
01	00381171	445.00	06/11/13	8311 GORENA, DAVID R.	C
01	00381172	2,060.00	06/11/13	385158 GUERRA, ARMANDO M.	C
01	00381173	250.00	06/11/13	400785 GUERRA, JUAN FRANCISCO	C
01	00381174	1,450.00	06/11/13	383651 GUERRERO, FRANCISCO II	C
01	00381175	1,460.00	06/11/13	179094 JEANNE E. HOLMES, P.C.	C
01	00381176	275.00	06/11/13	404217 JARVIS, JASON C.	C
01	00381177	1,300.00	06/11/13	390232 LAW OFFICE OF CARLOS R. GALVAN	C
01	00381178	537.50	06/11/13	123307 LAW OFFICE OF ELBA ROCHA, PLLC	C
01	00381179	4,020.00	06/11/13	92096 SEPULVEDA, ELOY	C
01	00381180	3,475.00	06/11/13	319309 LAW OFFICE OF TRACI LYNN EVANS	C
01	00381181	500.00	06/11/13	385174 LAW OFFICES OF DAVID LEE MCGEE P.C.	C
01	00381182	1,095.00	06/11/13	114383 LONGORIA, DANIEL Q.	C
01	00381183	1,350.00	06/11/13	254673 LOPEZ, GREGORIO R.	C
01	00381184	1,800.00	06/11/13	371122 LOPEZ, NEREIDA	C
01	00381185	870.00	06/11/13	353582 LOPEZ, TEODULO L. JR.	C
01	00381186	350.00	06/11/13	282669 LAW OFFICE OF ROBERTO MEZA, JR.	C

Bank	Check No	Amount	Date	Vendor	Type
01	00381187	2,075.00	06/11/13	396265 ROLAND MILLER, JR.	C
01	00381188	350.00	06/11/13	159336 LAW OFFICE OF VERONICA MONCIVAIS	C
01	00381189	992.50	06/11/13	265543 LAW OFFICE OF DANIEL MORA, III	C
01	00381190	4,565.00	06/11/13	107743 MORALES, ALFREDO JR.	C
01	00381191	4,647.50	06/11/13	226297 MORALES-MARTINEZ, NEREYDA	C
01	00381192	825.00	06/11/13	382647 JORGE MUNOZ	C
01	00381193	672.50	06/11/13	245364 NITSCH, PATRICK A.	C
01	00381194	1,000.00	06/11/13	411167 PABLO GARZA III, P.C.	C
01	00381195	1,235.00	06/11/13	296201 PALACIOS & ASSOCIATES, P.C.	C
01	00381196	1,247.50	06/11/13	332232 PALACIOS & LOVE, ATTORNEYS AT LAW	C
01	00381197	925.00	06/11/13	404268 CALVILLO LAW FIRM, PLLC	C
01	00381198	2,640.00	06/11/13	209783 RAMIREZ, CARMEN B.	C
01	00381199	1,420.00	06/11/13	291749 RAMIREZ, JOSE ALBINO	C
01	00381200	500.00	06/11/13	159328 RAMIREZ, LUIS R.	C
01	00381201	850.00	06/11/13	152013 RAMIREZ, REGINALDO	C
01	00381202	847.50	06/11/13	145246 RAMIREZ, RUBEN	C
01	00381203	950.00	06/11/13	407399 REGALADO, LUCY	C
01	00381204	785.00	06/11/13	182273 REYES, DANIEL R.	C
01	00381205	665.00	06/11/13	360279 THE LAW OFFICE OF SAMUEL REYES	C
01	00381206	1,212.50	06/11/13	98655 GARZA, RICHARD	C
01	00381207	7,325.00	06/11/13	255599 RODRIGUEZ, BERTHA ISABEL	C
01	00381208	3,397.50	06/11/13	10871 RODRIGUEZ, EMILIO JR.	C
01	00381209	800.00	06/11/13	256463 RODRIGUEZ, JOHN J.	C
01	00381210	450.00	06/11/13	248614 SAENZ, DAVID	C
01	00381211	2,450.00	06/11/13	409537 SAENZ, FERNANDO	C
01	00381212	400.00	06/11/13	353477 SAHADI, JAMES M.	C
01	00381213	1,097.50	06/11/13	258776 MICHAEL R. SALINAS, ATTORNEY AT LAW	C
01	00381214	1,875.00	06/11/13	205079 SANCHEZ, SAN JUANITA	C
01	00381215	3,280.00	06/11/13	311553 THE SANCHEZ LAW FIRM	C
01	00381216	350.00	06/11/13	408247 SCHUETTE, ABIGAIL R.	C
01	00381217	1,750.00	06/11/13	400335 SOLIS, ROGELIO	C
01	00381218	1,250.00	06/11/13	332992 MARK M. TALBOT	C
01	00381219	2,312.50	06/11/13	368067 TIJERINA LAW FIRM PC	C
01	00381220	725.00	06/11/13	320102 LAW OFFICE OF LAURO B. TREJO III	C
01	00381221	250.00	06/11/13	222518 LAW OFFICE OF GREGORIO TREVINO	C
01	00381222	6,832.50	06/11/13	320196 VALDEZ, ROOSEVELT ROY	C
01	00381223	857.50	06/11/13	383678 THE VARGAS LAW FIRM	C
01	00381224	785.00	06/11/13	204927 VASQUEZ, LIBRADO KENO	C
01	00381225	300.00	06/11/13	181536 LAW OFFICE OF OSCAR VEGA	C
01	00381226	862.50	06/11/13	51764 VILLARREAL, E.A., JR.	C
01	00381227	910.00	06/11/13	295973 LAW OFFICE OF LENNARD K WHITTAKER	C
01	00381228	200.00	06/11/13	404381 WIESEHAN, ERIC	C
01	00381229	450.00	06/11/13	345121 WILLIAMSON LAW FIRM	C
01	00381230	1,732.50	06/11/13	326585 WISE, MIGUEL D.	C
01	00381231	157.64	06/11/13	389102 GARZA, HERLINDA	C
01	00381232	35.00	06/11/13	411370 OROZCO, DOLORES	C
01	00381233	142.38	06/11/13	287105 QUINTANILLA, FRANCISCA	C
01	00381234	14,347.00	06/11/13	184012 SOUTHWEST KEY PROGRAMS, INC.	C
01	00381235	100.00	06/11/13	326003 TOBY DRISCOLL	C
01	00381236	406.31	06/11/13	260363 T-MOBILE	C
01	00381237	874.04	06/11/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00381238	75.98	06/11/13	287024 VERIZON WIRELESS	C
01	00381239	483.11	06/11/13	388009 ALVAREZ, RICHARD	C
01	00381240	1,200.00	06/11/13	347876 AMERICAN INSTITUTE FOR JUSTICE INC.	C
01	00381241	50.75	06/11/13	340073 BRADLEY, WESLEY	C

Bank	Check No	Amount	Date	Vendor	Type
01	00381242	108.00	06/11/13	347655 CHAVANA, NEIDA	C
01	00381243	2,039.70	06/11/13	343277 CITIBANK	C
01	00381244	250.00	06/11/13	230995 COUNTY & DISTRICT CLERK'S ASSOCIATION	C
01	00381245	250.00	06/11/13	230995 COUNTY & DISTRICT CLERK'S ASSOCIATION	C
01	00381246	268.97	06/11/13	289841 DE LOS SANTOS, EMILIO	C
01	00381247	247.52	06/11/13	373451 DRURY PLAZA HOTEL-RIVERWALK	C
01	00381248	247.52	06/11/13	373451 DRURY PLAZA HOTEL-RIVERWALK	C
01	00381249	247.52	06/11/13	373451 DRURY PLAZA HOTEL-RIVERWALK	C
01	00381250	247.52	06/11/13	373451 DRURY PLAZA HOTEL-RIVERWALK	C
01	00381251	247.52	06/11/13	373451 DRURY PLAZA HOTEL-RIVERWALK	C
01	00381252	108.00	06/11/13	233226 FLORES, RODOLFO	C
01	00381253	168.00	06/11/13	81434 GARCIA, DANIEL	C
01	00381254	164.47	06/11/13	339032 LA QUINTA INN & SUITES	C
01	00381255	432.53	06/11/13	320595 MIRELES, EVA	C
01	00381256	168.00	06/11/13	186821 MONTEMAYOR, JUAN III	C
01	00381257	311.42	06/11/13	297321 FIGUEROA-MUNOZ, ADELITA	C
01	00381258	108.00	06/11/13	410322 PALACIOS, GUILLERMO	C
01	00381259	116.82	06/11/13	399213 PEREZ, CHRISTINA LORRAINE	C
01	00381260	564.50	06/11/13	126152 RAMIREZ, MARIO E. JR. JUDGE	C
01	00381261	24.00	06/11/13	223794 STORZ, BARBARA C.	C
01	00381262	135.00	06/11/13	223794 STORZ, BARBARA C.	C
01	00381263	420.00	06/11/13	36471 TEXAS AGRILIFE EXTENSION SERVICE	C
01	00381264	432.53	06/11/13	118397 VILLARREAL, PABLO JR.	C
01	00381265	261.25	06/11/13	211532 A SIGN LANGUAGE CO.	C
01	00381266	190.00	06/11/13	211532 A SIGN LANGUAGE COMPANY	C
01	00381267	534.08	06/11/13	402990 ACTIVE DATA SOLUTIONS, LLC	C
01	00381268	.15	06/11/13	411124 AGUILAR, MARIA F.	C
01	00381269	10.00	06/11/13	410543 ALANIS, EDITH	C
01	00381270	.10	06/11/13	411302 ALEJANDRO, ANTONIO	C
01	00381271	110.00	06/11/13	318973 ALLIED WASTE SERVICES #863	C
01	00381272	90.00	06/11/13	411337 ALONZO, CELESTINO I.	C
01	00381273	72.40	06/11/13	314927 AMIGO BOLT & SUPPLY	C
01	00381274	150.28	06/11/13	1864 AMIGO IMPLEMENT CO., INC	C
01	00381275	105.00	06/11/13	199362 ANRIGE, INC.	C
01	00381276	77.25	06/11/13	199362 ANRIGE, INC.	C
01	00381277	.90	06/11/13	411027 ANZALDUA, EDUARDO	C
01	00381278	27,410.75	06/11/13	302465 ARGUINDEGUI OIL CO II LTD	C
01	00381279	576.78	06/11/13	151521 AT&T	C
01	00381280	575.71	06/11/13	151521 AT&T	C
01	00381281	177.97	06/11/13	328626 AT&T	C
01	00381282	150.05	06/11/13	328626 AT&T	C
01	00381283	149.92	06/11/13	328626 AT&T	C
01	00381284	40.06	06/11/13	151521 AT&T TELECONFERENCE SERVICE	C
01	00381285	19,600.00	06/11/13	342009 AUTOPSY SVCS & EXPERT TESTIMONY, PLLC	C
01	00381286	49.99	06/11/13	337412 AUTOZONE	C
01	00381287	.15	06/11/13	411043 BECERRA, JESUS F.	C
01	00381288	4.00	06/11/13	410772 BELTRAN, HERMINIA GONZALEZ	C
01	00381289	.10	06/11/13	411264 BERAZA, SUSANA	C
01	00381290	533.00	06/11/13	410780 BERMUDEZ, JAVIER	C
01	00381291	4,475.50	06/11/13	402559 BORDEN DAIRY COMPANY	C
01	00381292	2,087.46	06/11/13	357898 BORDER STATES ELECTRIC SUPPLY	C
01	00381293	247.37	06/11/13	4081 BORDERLAND HARDWARE OF MERCEDES, INC.	C
01	00381294	50.00	06/11/13	411213 BOTELLO, JUAN J.	C
01	00381295	4,916.66	06/11/13	229903 BREATH TEST SERVICES	C
01	00381296	35.18	06/11/13	4537 BURTON AUTO SUPPLY, INC	C

Bank	Check No	Amount	Date	Vendor		Type
01	00381297	76.04	06/11/13	4537	BURTON AUTO SUPPLY, INC.	C
01	00381298	.15	06/11/13	410934	CANCINO, ANGIE JANINNE	C
01	00381299	122.10	06/11/13	179272	CANON FINANCIAL SERVICES INC.	C
01	00381300	214.54	06/11/13	405736	CANON SOLUTIONS AMERICA, INC.	C
01	00381301	.10	06/11/13	411248	CARRION, DULCE	C
01	00381302	.15	06/11/13	411051	CASTILLA, GERARDO I.	C
01	00381303	74.90	06/11/13	411140	CASTORENA, RAQUEL	C
01	00381304	1,800.00	06/11/13	411191	CAVAZOS, DIEGO CLETIS R.	C
01	00381305	1,807.83	06/11/13	153915	CDW GOVERNMENT INC.	C
01	00381306	165.67	06/11/13	5762	CENTRAL PLUMBING & ELECTRIC SUPPLY CO.	C
01	00381307	161,344.93	06/11/13	6513	CITY OF EDINBURG	C
01	00381308	425.04	06/11/13	10197	CITY OF EDINBURG	C
01	00381309	78.80	06/11/13	100137	CITY OF ELSA	C
01	00381310	458.65	06/11/13	6637	CITY OF MISSION	C
01	00381311	23.33	06/11/13	6637	CITY OF MISSION	C
01	00381312	1,838,694.17	06/11/13	6637	CITY OF MISSION	C
01	00381313	208.93	06/11/13	169447	CITY OF WESLACO	C
01	00381314	377.00	06/11/13	397946	CLOW, MARTHA RN, CP/CA SAFE	C
01	00381315	179.36	06/11/13	270563	CPL RETAIL ENERGY, LP	C
01	00381316	270.75	06/11/13	270563	CPL RETAIL ENERGY, LP	C
01	00381317	.15	06/11/13	411078	CRUZ, ESTHER	C
01	00381318	2,750.00	06/11/13	355372	CTC DISTRIBUTING, LTD	C
01	00381319	22,185.00	06/11/13	380644	DAVIS, CARLA	C
01	00381320	784.00	06/11/13	86525	DELTA SPECIALTIES SUPPLY	C
01	00381321	2,506.40	06/11/13	315354	DEPARTMENT OF INFORMATION RESOURCES	C
01	00381322	2,581.09	06/11/13	315354	DEPARTMENT OF INFORMATION RESOURCES	C
01	00381323	49.24	06/11/13	406619	DIRECT ENERGY MARKETING, INC.	C
01	00381324	94.99	06/11/13	228389	DIRECTV	C
01	00381325	.10	06/11/13	411256	DOMINGUEZ, YOLANDA C.	C
01	00381326	227.15	06/11/13	275875	EAN HOLDINGS, LLC	C
01	00381327	18,725.00	06/11/13	10014	EDINBURG VOL FIRE DEPT	C
01	00381328	4.00	06/11/13	410632	ESPINOZA, ARNOLDO	C
01	00381329	312.00	06/11/13	216526	EVIDENT, INC.	C
01	00381330	12.00	06/11/13	410888	EXCELLENT REALTY INC.	C
01	00381331	37.10	06/11/13	322709	EXQUISITA DISTRIBUTORS, L.P.	C
01	00381332	105.77	06/11/13	311928	FASTENAL COMPANY	C
01	00381333	50.00	06/11/13	353795	FBI - LEEDA	C
01	00381334	112.63	06/11/13	11908	FEDEX	C
01	00381335	101.00	06/11/13	410942	FERGUSON, CHRISTOPHER	C
01	00381336	319.70	06/11/13	344699	FIESTA CHEVROLET, INC.	C
01	00381337	1,481.82	06/11/13	77356	FIRST NATIONAL BANK OF EDINBURG	C
01	00381338	.10	06/11/13	410950	FLORES, VICTORIA	C
01	00381339	70.96	06/11/13	289612	FLOWERS BAKING CO. OF SAN ANTONIO, LLC	C
01	00381340	70.45	06/11/13	13129	FRENCH-ELLISON TRUCK CENTER	C
01	00381341	24.50	06/11/13	321826	G & K SERVICE INC.	C
01	00381342	20.00	06/11/13	410705	GALLEGOS, MARIO	C
01	00381343	10.00	06/11/13	410853	GARCIA, MANUEL	C
01	00381344	1,185.37	06/11/13	13897	GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00381345	4,038.69	06/11/13	13897	GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00381346	154.70	06/11/13	13897	GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00381347	359.37	06/11/13	13897	GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00381348	56.21	06/11/13	13897	GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00381349	458.47	06/11/13	169242	GCR TIRE CENTER TDS	C
01	00381350	14.50	06/11/13	169242	GCR TIRE CENTER TDS	C
01	00381351	1,795.83	06/11/13	210471	GOMEZ, AGUSTIN	C

Bank	Check No	Amount	Date	Vendor	Type
01	00381352	60.00	06/11/13	156019 GONZALES, VERONICA	C
01	00381353	99.00	06/11/13	410594 GONZALEZ, ARTURO	C
01	00381354	100.00	06/11/13	410624 GUERRA, CRISTELIA	C
01	00381355	74.90	06/11/13	410675 GUERRERO, MARIVEL	C
01	00381356	819.77	06/11/13	15253 GULF COAST PAPER CO.	C
01	00381357	920.07	06/11/13	15261 GULF DATA PRODUCTS	C
01	00381358	60.00	06/11/13	15369 GUTHRIE'S LOCKSMITH & SAFE SHOP	C
01	00381359	.15	06/11/13	410985 GUTIERREZ, LUIS A.	C
01	00381360	847.07	06/11/13	252468 HACIENDA FORD	C
01	00381361	1,177.11	06/11/13	296627 HENRY SCHEIN, INC.	C
01	00381362	3.00	06/11/13	410713 HERNANDEZ, JESUS	C
01	00381363	50.00	06/11/13	410829 HERNANDEZ, JOSE IGNACIO RAMOS	C
01	00381364	99.00	06/11/13	410799 HERNANDEZ, MARTHA CAMPOS	C
01	00381365	204.09	06/11/13	299103 HID CO HEALTH & HUMAN SERVICES DEPT.	C
01	00381366	150.00	06/11/13	263621 HIDALGO COUNTY LAW LIBRARY	C
01	00381367	203.00	06/11/13	410659 HOBBS, JIMMY RAIN	C
01	00381368	201.63	06/11/13	291374 HOME DEPOT CREDIT SERVICES	C
01	00381369	397.18	06/11/13	233021 HOME DEPOT CREDIT SERVICES	C
01	00381370	.15	06/11/13	410926 HUERTA, MARLENE	C
01	00381371	36.00	06/11/13	410730 IBARRA, JESUS MARTINEZ	C
01	00381372	95.00	06/11/13	352608 IDENTISYS	C
01	00381373	1,129.74	06/11/13	405078 INDUSTRIAL DISTRIBUTION GROUP	C
01	00381374	13,338.87	06/11/13	379093 INSIGHT PUBLIC SECTOR, INC.	C
01	00381375	9,750.00	06/11/13	342246 METROPLEX CONTROL SYSTEMS, INC.	C
01	00381376	6,150.00	06/11/13	207055 IVAN G. MELENDEZ, M.D.	C
01	00381377	44.58	06/11/13	179442 IVAN'S AUTOMOTIVE	C
01	00381378	50.00	06/11/13	411159 JIMENEZ, ELSA	C
01	00381379	155.49	06/11/13	262447 JOHNSON SUPPLY	C
01	00381380	221.90	06/11/13	253324 JOHNSTONE SUPPLY-PHARR	C
01	00381381	655.00	06/11/13	167436 JUSTICES OF THE PEACE AND CONSTABLES	C
01	00381382	23,900.00	06/11/13	411388 KILGORE & KILGORE, PLLC	C
01	00381383	725.74	06/11/13	119784 LABATT FOOD SERVICE	C
01	00381384	85.00	06/11/13	410845 LARA, ORLANDO	C
01	00381385	551.00	06/11/13	237507 LEXISNEXIS	C
01	00381386	33.25	06/11/13	21598 LODICO ELECTRONIC SERVICE	C
01	00381387	157.50	06/11/13	325554 LOFTIN EQUIPMENT CO., INC.	C
01	00381388	100.00	06/11/13	410756 LOPEZ, DAVID JR.	C
01	00381389	20.00	06/11/13	410691 LOPEZ, JOSE ALBERTO BRIONES	C
01	00381390	258.89	06/11/13	349798 LOWE'S	C
01	00381391	10.00	06/11/13	410551 LUCIO, FAUSTINO	C
01	00381392	4,680.31	06/11/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00381393	317.08	06/11/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00381394	125.00	06/11/13	410969 MARTINEZ, JACOB	C
01	00381395	.63	06/11/13	410837 MARTINEZ, JULIANA	C
01	00381396	.10	06/11/13	411310 MARTINEZ, URBANO P.	C
01	00381397	74.90	06/11/13	411060 MATA, ZELMA M.	C
01	00381398	669.13	06/11/13	23493 MATT'S CASH & CARRY	C
01	00381399	35,770.00	06/11/13	407577 MCCLINTOCK, ALAN	C
01	00381400	503.34	06/11/13	224529 MCCOY'S BUILDING SUPPLY	C
01	00381401	693.25	06/11/13	114154 MCM SPORTING GOODS, INC.	C
01	00381402	1,071.27	06/11/13	238996 MED-AID PHARMACY	C
01	00381403	10.00	06/11/13	410870 MEDINA, ESMERELDA A.	C
01	00381404	200.15	06/11/13	125334 MINGO'S CAR KLINIC & DETAILING	C
01	00381405	.10	06/11/13	411221 MIRELES, MARCOS L.	C
01	00381406	171.61	06/11/13	24996 MISSION AUTO ELECTRIC, INC.	C

Bank	Check No	Amount	Date	Vendor	Type
01	00381407	2,925.00	06/11/13	25054 MISSION FIRE DEPARTMENT	C
01	00381408	259.75	06/11/13	388467 MODEL LAUNDRY, LLC	C
01	00381409	407.83	06/11/13	72745 MONTALVO INSURANCE AGENCY, INC.	C
01	00381410	13.00	06/11/13	411035 MORALES, MARGARITA M.	C
01	00381411	201.96	06/11/13	294144 MSC INDUSTRIAL SUPPLY CO.	C
01	00381412	306.55	06/11/13	153842 NICHO PRODUCE CO, INC	C
01	00381413	54.00	06/11/13	410390 NILO, BENITA LAURA LONGORIA	C
01	00381414	692.83	06/11/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00381415	231.68	06/11/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00381416	36.72	06/11/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00381417	89.85	06/11/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00381418	41.53	06/11/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00381419	31.11	06/11/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00381420	255.45	06/11/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00381421	5.25	06/11/13	343587 NORTH AMERICAN WESTERN DATA SYSTEMS	C
01	00381422	276.00	06/11/13	182834 NTC DRUG TESTING SERVICES, INC.	C
01	00381423	20.00	06/11/13	410683 NUNEZ, MARIANO DOMINGUEZ	C
01	00381424	.15	06/11/13	411086 NUNEZ, SANDRA	C
01	00381425	1,212.68	06/11/13	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
01	00381426	2,266.01	06/11/13	312231 OFFICE DEPOT	C
01	00381427	313.50	06/11/13	296201 PALACIOS & ASSOCIATES, P.C.	C
01	00381428	10.00	06/11/13	230014 PALACIOS, HECTOR	C
01	00381429	2.00	06/11/13	410640 PALOMO, MARTINA SALINAS	C
01	00381430	99.25	06/11/13	410810 PALOMO, NORMA I.	C
01	00381431	22.60	06/11/13	380393 PENA, AMANDA	C
01	00381432	50.00	06/11/13	410608 PENA, LILAH KOREN CERVANTES	C
01	00381433	.10	06/11/13	411230 PERALES, MIRELDA R.	C
01	00381434	790.00	06/11/13	97373 PEREZ FENCE INC.	C
01	00381435	.15	06/11/13	411094 PEREZ, CINTHIA V.	C
01	00381436	.10	06/11/13	411272 PEREZ, KARLA K.	C
01	00381437	70,000.00	06/11/13	344478 PITNEY BOWES RESERVE	C
01	00381438	2,262.00	06/11/13	350893 PJ TECHNOLOGIES, INC.	C
01	00381439	460.00	06/11/13	28908 POSTMASTER-US POSTAL SERVICE	C
01	00381440	652.40	06/11/13	332755 PRECISION DELTA CORP	C
01	00381441	3.00	06/11/13	410535 PRIETO, ELIZABETH	C
01	00381442	35.00	06/11/13	299715 RAUL LONGORIA RADIATOR SHOP	C
01	00381443	4,912.95	06/11/13	277223 RELIANT, DEPT 0954	C
01	00381444	50.00	06/11/13	410861 REYES, CONCEPCION	C
01	00381445	58.00	06/11/13	381586 RICANA LLC	C
01	00381446	476.75	06/11/13	399566 RICOH USA, INC.	C
01	00381447	4,271.50	06/11/13	399566 RICOH USA, INC.	C
01	00381448	7,475.06	06/11/13	216607 RIO HYDRAULIC, LLC	C
01	00381449	975.00	06/11/13	191604 RIVERA'S MACHINERY INC.	C
01	00381450	.15	06/11/13	411108 ROBLES, ULISES H.	C
01	00381451	236.50	06/11/13	233846 ROCHESTER ARMORED CAR CO.,INC.	C
01	00381452	75.00	06/11/13	411329 RODRIGUEZ, AHOLIBAMA C.	C
01	00381453	.10	06/11/13	411299 RODRIGUEZ, LAURIE L.	C
01	00381454	.15	06/11/13	410993 RODRIGUEZ, ZULEMA	C
01	00381455	.15	06/11/13	411000 ROSTRO, JORGE	C
01	00381456	460.04	06/11/13	269123 RUSH TRUCK CENTERS OF TEXAS, LP	C
01	00381457	.10	06/11/13	410977 RUVALCABA, ELISA	C
01	00381458	365.75	06/11/13	304131 SAENZ HARDWARE	C
01	00381459	6,020.00	06/11/13	211109 SAFEGUARD UNIVERSAL B.F. & S.	C
01	00381460	149.00	06/11/13	410586 SALAZAR, AARON YBARRA	C
01	00381461	100.00	06/11/13	410721 SALAZAR, JORDAN	C

Bank	Check No	Amount	Date	Vendor	Type
01	00381462	50.00	06/11/13	410560 SALAZAR, JUAN ENRIQUE	C
01	00381463	3.00	06/11/13	410578 SALAZAR, RODOLFO	C
01	00381464	149.71	06/11/13	280615 SAN MARCOS FAMILY MEDICINE, PA	C
01	00381465	216.00	06/11/13	399981 SANCHEZ, ROBERT	C
01	00381466	.15	06/11/13	411116 SANDOVAL, ELE	C
01	00381467	19.65	06/11/13	34088 SHARYLAND WATER SUPPLY CORP	C
01	00381468	14.00	06/11/13	34088 SHARYLAND WATER SUPPLY CORP	C
01	00381469	49.88	06/11/13	34282 SHERWIN-WILLIAMS COMPANY	C
01	00381470	298.00	06/11/13	287199 SHI GOVERNMENT SOLUTIONS, INC.	C
01	00381471	80.00	06/11/13	387878 HERMANSEN, AMY	C
01	00381472	340.00	06/11/13	387878 HERMANSEN, AMY	C
01	00381473	96.56	06/11/13	34479 SIRCHIE ACQUISITION COMPANY LLC	C
01	00381474	126.38	06/11/13	320676 SLAYTON, MARIA	C
01	00381475	256.46	06/11/13	192767 SLIK PITT CARWASH & LUBE	C
01	00381476	10.00	06/11/13	410748 SOSA, PEDRO CALDERON JR.	C
01	00381477	287.72	06/11/13	34754 SOUTH HI WAY GARAGE INC.	C
01	00381478	394.35	06/11/13	34797 SOUTH TEXAS COMMUNICATIONS, INC.	C
01	00381479	12.00	06/11/13	35173 SPIKES MOTOR COMPANY	C
01	00381480	8,494.35	06/11/13	319449 STAPLES ADVANTAGE	C
01	00381481	600.98	06/11/13	114243 SYSCO INC.	C
01	00381482	.15	06/11/13	411019 TENORIO, JULIANA	C
01	00381483	750.00	06/11/13	264474 TEXAS DEPARTMENT OF PUBLIC SAFETY	C
01	00381484	175.00	06/11/13	369039 TEXAS LAND RECLAMATION LLC	C
01	00381485	1,500.00	06/11/13	37036 TEXAS LAWYERS' INSURANCE EXCHANGE	C
01	00381486	250.00	06/11/13	317942 THE EMBLEM AUTHORITY	C
01	00381487	27,201.00	06/11/13	383287 THE LIBRARY CORPORATION	C
01	00381488	.10	06/11/13	411280 TREVINO, MARTHA E.	C
01	00381489	2,150.00	06/11/13	411175 TREVINO, RODOLFO	C
01	00381490	172.50	06/11/13	214264 TRI-COUNTY COMMUNICATIONS, LTD	C
01	00381491	3,425.61	06/11/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00381492	478.88	06/11/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00381493	35.83	06/11/13	155284 UNITED PARCEL SERVICE	C
01	00381494	90.00	06/11/13	39721 VALLEY ARMATURE & ELECTRIC CO. INC.	C
01	00381495	545.67	06/11/13	39837 VALLEY BOTTLE WATER CO.	C
01	00381496	7,638.84	06/11/13	370789 VALLEY INITIATIVE FOR DEVELOPMENT &	C
01	00381497	127.00	06/11/13	410802 VELA, JESUS	C
01	00381498	20.00	06/11/13	410900 VENEGAS, PERFECTO	C
01	00381499	100.00	06/11/13	410764 VIDAL, VICTOR	C
01	00381500	.15	06/11/13	410918 VIDALES, JOSE NETZAHUAL	C
01	00381501	1,225.17	06/11/13	411183 VILLALPANDO, DOMINGO	C
01	00381502	100.00	06/11/13	410616 VILLANUEVA, ZEFERINO JR.	C
01	00381503	251.86	06/11/13	213543 VILLARREAL, AURORA	C
01	00381504	.22	06/11/13	402486 VILLARREAL, VERONICA A.	C
01	00381505	.40	06/11/13	411132 VILLEDA, NORBERTO M.	C
01	00381506	485.54	06/11/13	40991 W. W. GRAINGER INC.	C
01	00381507	681.32	06/11/13	40991 W. W. GRAINGER, INC.	C
01	00381508	411.22	06/11/13	266213 CHARNSTROM CO	C
01	00381509	73.07	06/11/13	179337 WASTE MANAGEMENT OF TEXAS, INC.	C
01	00381510	87.85	06/11/13	179337 WASTE MANAGEMENT OF TEXAS, INC.	C
01	00381511	68.00	06/11/13	78344 WEAKS MARTIN IMPLEMENT CO., INC.	C
01	00381512	20.41	06/11/13	268755 WELDINGHOUSE, INC.	C
01	00381513	21,575.00	06/11/13	6726 WESLACO FIRE DEPT	C
01	00381514	15.00	06/11/13	319082 WHAT-A-WASH CARWASH	C
01	00381515	280.40	06/11/13	42129 XEROX CORPORATION	C
01	00381516	399.90	06/11/13	225789 AKZO NOBEL COATINGS INC.	C

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01	00381517	12,618.01	06/11/13	328626 AT&T	C
01	00381518	3,052.61	06/11/13	328626 AT&T	C
01	00381519	4,282.86	06/11/13	90476 BOB BARKER COMPANY, INC	C
01	00381520	145.00	06/11/13	250562 DANABY RENTALS, INC.	C
01	00381521	5,696.00	06/11/13	8869 DIAZ FLOORS & INTERIORS INC.	C
01	00381522	329.08	06/11/13	250899 DOCTORS HOSPITAL AT RENAISSANCE	C
01	00381523	573.21	06/11/13	321826 G & K SERVICE INC.	C
01	00381524	1,249.30	06/11/13	15253 GULF COAST PAPER CO.	C
01	00381525	581.50	06/11/13	15261 GULF DATA PRODUCTS	C
01	00381526	214.10	06/11/13	336084 HUBERT COMPANY	C
01	00381527	183.40	06/11/13	253324 JOHNSTONE SUPPLY-PHARR	C
01	00381528	7,000.00	06/11/13	404403 L. V. MOBILE IMAGING, LLC	C
01	00381529	647.30	06/11/13	380717 LOPEZ BROTHERS DISTRIBUTION	C
01	00381530	206.73	06/11/13	409707 MCALLEN HOSPITALIST GROUP PLL	C
01	00381531	4,610.95	06/11/13	266264 MCALLEN HOSPITALS, L.P.	C
01	00381532	375.00	06/11/13	275123 MID-VALLEY PEST CONTROL	C
01	00381533	264.32	06/11/13	388467 MODEL LAUNDRY, LLC	C
01	00381534	34.47	06/11/13	350702 MORTERA, ALEJANDRO	C
01	00381535	2,899.03	06/11/13	312231 OFFICE DEPOT	C
01	00381536	166.54	06/11/13	361003 RAY FULP ORTHOPEDICS, PA	C
01	00381537	60.00	06/11/13	371807 REGION 1 REPAIR	C
01	00381538	32.34	06/11/13	390542 RENAISSANCE MEDICAL IMAGING	C
01	00381539	140.49	06/11/13	403997 RFC RADIOLOGY ASSOCIATES, LLC	C
01	00381540	1,013.00	06/11/13	31003 RIO GRANDE PLUMBING SUPPLY INC.	C
01	00381541	1,020.00	06/11/13	213012 ROBERTO C. RUIZ, M.D.	C
01	00381542	7,261.59	06/11/13	201839 SHAVER FOODS, LLC	C
01	00381543	1,141.50	06/11/13	319449 STAPLES ADVANTAGE	C
01	00381544	150.00	06/11/13	133655 SUPERIOR ALARMS	C
01	00381545	984.58	06/11/13	349526 ULTRABAC SOFTWARE	C
01	00381546	12.90	06/11/13	155284 UNITED PARCEL SERVICE	C
01	00381547	106.45	06/11/13	39837 VALLEY BOTTLE WATER CO.	C
01	00381548	798.31	06/11/13	219797 VALLEY E.M.S., INC.	C
01	00381549	2,369.24	06/11/13	40991 W. W. GRAINGER INC.	C
01	00381550	16,828.37	06/11/13	369195 WESTWOOD PHARMACY CLINICAL SERVICES	C
01	00381551	1,868.37	06/11/13	42129 XEROX CORPORATION	C
01	00381552	34,955.62	06/11/13	347647 CAS COMPANIES LP	C
01	00381553	4,636.18	06/11/13	347647 CAS COMPANIES LP	C
01	00381554	2,270.47	06/11/13	281735 COOK-JOYCE, INC.	C
01	00381555	5,630.00	06/11/13	178462 HINOJOSA ENGINEERING, INC.	C
01	00381556	6,982.68	06/11/13	280046 L & G CONSULTING ENGINEERS, INC.	C
Total Bank No 01		**2,738,971.42**			
02	00385176	701.76	06/11/13	130036 AGUILAR, JAVIER	C
02	00385177	2,320.00	06/11/13	299014 AMAYA, JERRY	C
02	00385178	86.64	06/11/13	381462 AREVALO, ROGELIO	C
02	00385179	809.05	06/11/13	4561 BUSTER LIND PRODUCE	C
02	00385180	409.55	06/11/13	172219 CANO PRODUCE CO., INC.	C
02	00385181	167.89	06/11/13	10197 CITY OF EDINBURG	C
02	00385182	33.56	06/11/13	10197 CITY OF EDINBURG	C
02	00385183	8,928.94	06/11/13	397733 CITY OF PALMHURST	C
02	00385184	14,557.59	06/11/13	165212 CITY OF PALMVIEW	C
02	00385185	2,351.46	06/11/13	169447 CITY OF WESLACO	C
02	00385186	230.10	06/11/13	169447 CITY OF WESLACO	C
02	00385187	1,661.60	06/11/13	403954 COLORADO BOXED BEEF CO.	C
02	00385188	198.88	06/11/13	370827 COMPEAN, MARIO	C

Bank	Check No	Amount	Date	Vendor	Type
02	00385189	243.83	06/11/13	275875 EAN HOLDINGS, LLC	C
02	00385190	182.00	06/11/13	336459 EARTHGRAINS BAKING CO'S INC.	C
02	00385191	98.75	06/11/13	322709 EXQUISITA DISTRIBUTORS, L.P.	C
02	00385192	534.00	06/11/13	187348 FRED PRYOR SEMINARS / CAREERTRACK	C
02	00385193	89.00	06/11/13	187348 FRED PRYOR SEMINARS / CAREERTRACK	C
02	00385194	36.16	06/11/13	320153 GARCES, RAQUEL BENITEZ	C
02	00385195	299.50	06/11/13	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00385196	5,751.00	06/11/13	203017 GLOBAL KNOWLEDGE TRAINING, LLC	C
02	00385197	321.63	06/11/13	14788 GOODYEAR AUTO SERVICE CENTER	C
02	00385198	355.52	06/11/13	120014 GUERRERO, RICARDO	C
02	00385199	2,631.79	06/11/13	296627 HENRY SCHEIN, INC.	C
02	00385200	607.20	06/11/13	285757 HOLIDAY INN AIRPORT	C
02	00385201	686.00	06/11/13	129763 OAK FARMS - SAN ANTONIO	C
02	00385202	168.12	06/11/13	284149 JEAN'S RESTAURANT SUPPLY #2	C
02	00385203	65.00	06/11/13	62294 LA JOYA I.S.D.	C
02	00385204	232.30	06/11/13	407852 LIFELOC TECHNOLOGIES, INC.	C
02	00385205	17.33	06/11/13	143731 LONE STAR OVERNIGHT	C
02	00385206	200.70	06/11/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00385207	738.31	06/11/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00385208	2,040.11	06/11/13	201995 MED-AID PHARMACY	C
02	00385209	592.89	06/11/13	201995 MED-AID PHARMACY	C
02	00385210	794.35	06/11/13	356158 MOORE MEDICAL LLC	C
02	00385211	500.00	06/11/13	349542 RONALDO MUNOZ	C
02	00385212	821.05	06/11/13	153842 NICHO PRODUCE CO, INC	C
02	00385213	2,000.00	06/11/13	392731 PALM VALLEY FAMILY COUNSELING CENTER	C
02	00385214	71.00	06/11/13	381594 PENA, GUSTAVO	C
02	00385215	1,342.00	06/11/13	406643 PLOURDE, MARIA C. D/B/A MOMMIE'S ONLY	C
02	00385216	400.00	06/11/13	29815 RAMIREZ, RAMIRO R. PHD.	C
02	00385217	150.00	06/11/13	403113 RECOVERY HEALTHCARE CORPORATION	C
02	00385218	416.31	06/11/13	277223 RELIANT, DEPT 0954	C
02	00385219	8,245.50	06/11/13	277223 RELIANT, DEPT 0954	C
02	00385220	535.41	06/11/13	277223 RELIANT, DEPT 0954	C
02	00385221	104.90	06/11/13	222097 SAUCEDO, ESTEVAN	C
02	00385222	440.90	06/11/13	17701 SILVA, ISRAEL JR.	C
02	00385223	657.00	06/11/13	191167 SOUTH TEXAS COLLEGE	C
02	00385224	69,551.00	06/11/13	184012 SOUTHWEST KEY PROGRAMS, INC.	C
02	00385225	47.36	06/11/13	210501 SPRINT	C
02	00385226	176.73	06/11/13	319449 STAPLES ADVANTAGE	C
02	00385227	4,803.95	06/11/13	319449 STAPLES BUSINESS ADVANTAGE	C
02	00385228	165.56	06/11/13	319449 STAPLES BUSINESS ADVANTAGE	C
02	00385229	135.00	06/11/13	133655 SUPERIOR ALARMS	C
02	00385230	432.27	06/11/13	114243 SYSCO INC.	C
02	00385231	1,393.00	06/11/13	326003 TOBY DRISCOLL	C
02	00385232	648.82	06/11/13	260363 T-MOBILE	C
02	00385233	70.00	06/11/13	237299 TDCJ-CASHIER'S OFFICE	C
02	00385234	48.59	06/11/13	293369 TIJERINA, JUAN	C
02	00385235	1,653.61	06/11/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
02	00385236	1,434.13	06/11/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
02	00385237	43.58	06/11/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
02	00385238	461.47	06/11/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
02	00385239	562.27	06/11/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
02	00385240	81.88	06/11/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
02	00385241	1,511.05	06/11/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
02	00385242	33.17	06/11/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
02	00385243	95.58	06/11/13	251577 VERIZON SOUTHWEST	C

Bank	Check No	Amount	Date	Vendor	Type
02	00385244	122.75	06/11/13	251577 VERIZON SOUTHWEST	C
02	00385245	373.92	06/11/13	251577 VERIZON SOUTHWEST	C
02	00385246	155.49	06/11/13	287024 VERIZON WIRELESS	C
02	00385247	97.42	06/11/13	179337 WASTE MANAGEMENT OF TEXAS, INC.	C
02	00385248	88.14	06/11/13	328308 ZAVALA, RICARDO	C
02	00385249	213.00	06/11/13	242497 CEPEDA, MARTIN	C
02	00385250	1,639.50	06/11/13	343277 CITIBANK	C
02	00385251	522.46	06/11/13	237302 GUAJARDO, ARTURO JR.	C
02	00385252	495.02	06/11/13	283983 HYATT REGENCY HOTEL	C
02	00385253	495.02	06/11/13	283983 HYATT REGENCY HOTEL	C
02	00385254	367.25	06/11/13	201405 LA QUINTA INN	C
02	00385255	513.46	06/11/13	246883 MUNIZ, ANNETTE C.	C
02	00385256	495.00	06/11/13	180351 PUBLIC AGENCY TRAINING COUNCIL, INC.	C
02	00385257	750.00	06/11/13	198412 ACE COURT REPORTING SERVICE & DIGITAL	C
02	00385258	125.44	06/11/13	363588 AGUA SPECIAL UTILITY DISTRICT	C
02	00385259	1,565.76	06/11/13	1961 ANDERSON EQUIPMENT CO INC	C
02	00385260	630.00	06/11/13	199362 ANRIGE, INC.	C
02	00385261	967.23	06/11/13	302465 ARGUINDEGUI OIL CO II LTD	C
02	00385262	263.76	06/11/13	337412 AUTOZONE	C
02	00385263	324.68	06/11/13	3778 BEVERLY'S HARDWARE	C
02	00385264	367.78	06/11/13	4537 BURTON AUTO SUPPLY, INC	C
02	00385265	537.27	06/11/13	4537 BURTON AUTO SUPPLY, INC.	C
02	00385266	1,447.20	06/11/13	153915 CDW GOVERNMENT INC.	C
02	00385267	61.47	06/11/13	6696 CITY OF PHARR	C
02	00385268	228.91	06/11/13	270563 CPL RETAIL ENERGY, LP	C
02	00385269	1,902.15	06/11/13	86525 DELTA SPECIALTIES SUPPLY	C
02	00385270	15.26	06/11/13	315354 DEPARTMENT OF INFORMATION RESOURCES	C
02	00385271	11.27	06/11/13	315354 DEPARTMENT OF INFORMATION RESOURCES	C
02	00385272	431.97	06/11/13	324493 DOGGETT HEAVY MACHINERY SERVICES LLC	C
02	00385273	200.00	06/11/13	174181 GOMEZ, NOE	C
02	00385274	1,288.48	06/11/13	311928 FASTENAL COMPANY	C
02	00385275	29.05	06/11/13	321826 G & K SERVICE INC.	C
02	00385276	662.00	06/11/13	231266 G & S GLASS LLC	C
02	00385277	900.00	06/11/13	57622 GARZA, ALMA A.	C
02	00385278	381.10	06/11/13	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00385279	424.54	06/11/13	15253 GULF COAST PAPER CO.	C
02	00385280	630.91	06/11/13	242101 H & V EQUIPMENT, INC.	C
02	00385281	101.88	06/11/13	233021 HOME DEPOT CREDIT SERVICES	C
02	00385282	1,373.21	06/11/13	405078 INDUSTRIAL DISTRIBUTION GROUP	C
02	00385283	360.00	06/11/13	282693 LEXISNEXIS	C
02	00385284	1,281.30	06/11/13	21598 LODICO ELECTRONIC SERVICE	C
02	00385285	175.14	06/11/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00385286	132.90	06/11/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00385287	534.86	06/11/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00385288	4,005.33	06/11/13	256951 MARTIN MARIETTA MATERIALS	C
02	00385289	202.87	06/11/13	23493 MATT'S CASH & CARRY	C
02	00385290	840.00	06/11/13	202916 MO-VAC ENVIRONMENTAL	C
02	00385291	256.07	06/11/13	388467 MODEL LAUNDRY, LLC	C
02	00385292	106.59	06/11/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
02	00385293	97.18	06/11/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
02	00385294	994.20	06/11/13	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
02	00385295	17.50	06/11/13	91987 PUEBLO TIRES LTD	C
02	00385296	33.72	06/11/13	277223 RELIANT, DEPT 0954	C
02	00385297	386.25	06/11/13	398047 RGV TOWERS, LLC	C
02	00385298	582.00	06/11/13	399566 RICOH USA, INC.	C

Bank	Check No	Amount	Date	Vendor	Type
02	00385299	132.71	06/11/13	216607 RIO HYDRAULIC, LLC	C
02	00385300	2,175.60	06/11/13	269123 RUSH TRUCK CENTERS OF TEXAS, LP	C
02	00385301	80.00	06/11/13	407046 SOLIS, JESUS A.	C
02	00385302	323.65	06/11/13	319449 STAPLES ADVANTAGE	C
02	00385303	3,643.80	06/11/13	406465 U.S. DEPARTMENT OF JUSTICE	C
02	00385304	335.34	06/11/13	230537 ULINE, INC.	C
02	00385305	92.93	06/11/13	39837 VALLEY BOTTLE WATER CO.	C
02	00385306	426.74	06/11/13	287024 VERIZON WIRELESS	C
02	00385307	390.98	06/11/13	40991 W. W. GRAINGER INC.	C
02	00385308	146.14	06/11/13	179337 WASTE MANAGEMENT OF TEXAS, INC.	C
02	00385309	15.00	06/11/13	319082 WHAT-A-WASH CARWASH	C
02	00385310	7,852.00	06/11/13	363251 DOS LAND SURVEYING	C
Total Bank No 02		**194,996.15**			
04	00014993	49,786.62	06/11/13	125717 FRONTERA MATERIALS, INC.	C
04	00014994	2,340.73	06/11/13	312797 L & G ENGINEERING LABORATORY, LLC	C
04	00014995	13,780.01	06/11/13	403709 AL3 ENTERPRISES, LLC	C
04	00014996	4,880.00	06/11/13	343854 DOS LOGISTICS, INC.	C
04	00014997	6,537.30	06/11/13	208744 G.A.S. ENTERPRISES, INC.	C
04	00014998	410.00	06/11/13	73806 MAGIC VALLEY CONCRETE, LTD	C
04	00014999	55,248.00	06/11/13	224278 RIO VALLEY PIPE, LLC	C
04	00015000	11,422.63	06/11/13	229245 SIERRA TITLE OF HIDALGO COUNTY, INC.	C
04	00015001	20,336.63	06/11/13	229245 SIERRA TITLE OF HIDALGO COUNTY, INC.	C
04	00015002	54,459.26	06/11/13	229245 SIERRA TITLE OF HIDALGO COUNTY, INC.	C
04	00015003	1,197.26	06/11/13	229245 SIERRA TITLE OF HIDALGO COUNTY, INC.	C
04	00015004	15,982.50	06/11/13	262366 STARR TELECOMMUNICATIONS, ETC.	C
04	00015005	10,188.54	06/11/13	363308 VALLEY LAND TITLE COMPANY LTD	C
Total Bank No 04		**246,569.48**			
05	00022841	12,667.36	06/11/13	217972 ALLSTATE WORKPLACE DIVISION	C
05	00022842	347.00	06/11/13	403091 AMERICAN KIDNEY FUND	C
05	00022843	73,075.67	06/11/13	298611 HUMANADENTAL INSURANCE CO.	C
05	00022844	62,791.61	06/11/13	406694 TRANSAMERICA LIFE INSURANCE COMPANY	C
05	00022845	29,299.96	06/11/13	368059 UNUM LIFE INSURANCE COMPANY OF AMERICA	C
05	00022846	20,462.14	06/11/13	406708 VISION SERVICE PLAN INSURANCE COMPANY	C
Total Bank No 05		**198,643.74**			
07	00005767	14,250.00	06/11/13	289493 TRISTAR RISK MANAGEMENT	C
07	00005768	726.67	06/11/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
07	00005769	15.75	06/11/13	39837 VALLEY BOTTLE WATER CO.	C
Total Bank No 07		**14,992.42**			
15	00028326	27,179.63	06/11/13	400742 2GS, LLC.	C
15	00028327	7.35	06/11/13	406309 AGUEROS, AMANDA	C
15	00028328	835.75	06/11/13	401374 AIM MEDIA TEXAS OPERATING, LLC	C
15	00028329	10,000.00	06/11/13	189324 BURTON MCCUMBER & CORTEZ, LLP	C
15	00028330	1,589.18	06/11/13	402656 CAMP UNIVERSITY	C
15	00028331	15,194.05	06/11/13	255521 CHILDREN'S ADVOCACY CENTER OF HIDALGO	C
15	00028332	17,639.60	06/11/13	134686 CITY OF MERCEDES	C
15	00028333	35.60	06/11/13	384445 DEL BOSQUE, ROJELIO JR	C
15	00028334	16,254.05	06/11/13	399868 FACILITIES-USA, LLC	C
15	00028335	53,220.97	06/11/13	344834 HIDALGO COUNTY TREASURER	C
15	00028336	3,120.36	06/11/13	343951 LA UNION DEL PUEBLO ENTERO	C
15	00028337	14,971.23	06/11/13	390526 LEFEVRE ENVIRONMENTAL & MANAGEMENT	C
15	00028338	5,044.30	06/11/13	226645 LIBRARY INTERIORS OF TEXAS, LLC	C
15	00028339	78.40	06/11/13	78913 LOWER R.G.V. DEVELOPMENT COUNCIL	C
15	00028340	48.03	06/11/13	344648 MARTINEZ, FRANCISCO M.	C

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
15	00028341	8,108.40	06/11/13	218367 METRO ELECTRIC, INC.	C
15	00028342	3,102.10	06/11/13	300551 PARK PLACE RECREATION DESIGNS LTD	C
15	00028343	57,951.20	06/11/13	343714 PROYECTO AZTECA	C
15	00028344	2,975.55	06/11/13	277223 RELIANT ENERGY SOLUTION	C
15	00028345	33.90	06/11/13	401293 SALINAS, BRANDY R.	C
15	00028346	8,670.70	06/11/13	344443 SENIOR COMMUNITY OUTREACH SERVICES, INC.	C
15	00028347	95.99	06/11/13	287024 VERIZON WIRELESS	C
15	00028348	2,967.20	06/11/13	41998 WOMEN TOGETHER FOUNDATION INC.	C
Total Bank No 15		**249,123.54**			

Total Hand Checks (Including Hand Voids)	.00
Total Computer Checks (Including Computer Voids)	3,643,296.75
Total ACH Checks (Including Voids)	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00
Grand Total:	**3,643,296.75**

Batch Yr	Batch No	Amount
13	003727	11,747.50
13	003824	2,128,517.74
13	003828	32,236.91
13	003838	5,477.21
13	003845	18,447.50
13	003846	17,880.00
13	003847	26,977.50
13	003848	41,407.50
13	003849	18,342.50
13	003852	266,639.23
13	003856	17,791.46
13	003861	24,400.71
13	003862	101,502.66
13	003865	80,742.20
13	003870	6,606.28
13	003871	83,503.87
13	003872	15,779.08
13	003878	256,769.08
13	003880	31,332.80
13	003885	17,185.00
13	003888	13,782.11
13	003889	91,205.93
13	003890	52,127.35
13	003902	23,948.00
13	003904	9,823.09
13	003916	249,123.54

AI-39160 **2. A.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted For: Sergio Cruz, Budget Officer Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Courthouse Security (1241)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1241-421-23-125-032-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 06/07/2013.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/07/2013 03:29 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Ana Galvan Started On: 06/07/2013 02:29 PM

Final Approval Date: 06/07/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: June 7, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Management for Courthouse Security

ACCOUNT NUMBER: 3-1241-421-23-125-032-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	**Description**	**TO** Object Code	**Description**	**Amount**
611	Police Supplies	679	Other Repair & Maintenance Supplies	$ 104.10
			TOTAL	**$ 104.10**

REASON: Transfer is needed to pay invoice from correct object code.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-39063 **2. B.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted For: Yvonne Ramon Submitted By: Melanie Esparza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2013 - Elections Department (1283)

BACKGROUND

2013 - Chapter 19 LIT

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1283-414-00-130-018-2-xxx

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

BUDGETARY IMPACT:

Funding available as of 6/4/13.

Attachments

Elections LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/04/2013 09:46 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Melanie Esparza Started On: 06/03/2013 04:08 PM

Final Approval Date: 06/07/2013

DATE: June 3, 2013

2013
Transfer

AI- 39063

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
336	**2012 Chapter 19-Computer SRV**	**601**	**2012 Chapter 19-Office & Computer Suppl**	**$5,000.00**
			TOTAL	**$5,000.00**

REASON:
Transfer needed to pay for ShoreTel phones and headsets.

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39005 **2. C.**

CC CONSENT

Meeting Date: 06/11/2013

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

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-461-00-380-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 5/30/2013.

Attachments

Transfer Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:34 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Nora Linda Cruz Started On: 05/29/2013 05:23 PM

Final Approval Date: 06/07/2013

DATE: May 29, 2013

DEPARTMENT HEAD: Barbara Storz

DEPARTMENT NAME: TEXAS A&M AGRILIFE EXTENSION

ACCOUNT NUMBER: 3-1100-461-00-380-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
442	Equipment & Vehicle Rental	671	Repair & Maint. Supplies Bldng&Struc	953.36
			TOTAL	953.36

REASON: **To properly classify expenditures for paint and other supplies needed for kitchen project.**

Barbara C. Storz

DEPARTMENT HEAD SIGNATURE

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

AI-39032 **2. D.**

CC CONSENT

Meeting Date: 06/11/2013

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

Department: CONSTABLE PCT. #4

Information

CAPTION

2013 - Constable Pct. #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-294-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/7/13.

Attachments

LIT531

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/31/2013 11:30 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Nayla Munoz Started On: 05/31/2013 10:30 AM

Final Approval Date: 06/07/2013

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: May 31, 2013

DEPARTMENT HEAD: J. E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

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

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
672	Equip & Veh	**583**	Travel Out of County	**$900.00**
550	Printing & Binding	**583**	Travel Out of County	**$0.80**
611	Police Supplies	**583**	Travel Out of County	**$0.07**
668	Police Weapons & BP Vests	**583**	Travel Out of County	**$3.00**
346	Hauling & Frieght	**583**	Travel Out of County	**$11.27**
584	Registration Fees	**583**	Travel Out of County	**$164.95**
613	Safety Supplies	**583**	Travel Out of County	**$49.00**
605	Clothing & Uniforms	**583**	Travel Out of County	**$500.00**
342	Info & Credit Services	**583**	Travel Out of County	**$75.45**
			TOTAL	**$1,704.54**

REASON: Transfer is needed to cover expenditures for out of county travel.

JOEL RIVERA *for Constable J. E. Guerra*

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-39003 **2. E.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted By: Dora Lopez, 92ND DISTRICT COURT

Department: 92ND DISTRICT COURT

Information

CAPTION

2013 - 92nd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-001-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/3/13.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:26 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Dora Lopez Started On: 05/29/2013 04:47 PM

Final Approval Date: 06/07/2013

INTRADEPARTMENTAL TRANSFER

DATE: May 29, 2013

DEPARTMENT HEAD: Hon. Ricardo Rodriguez

DEPARTMENT NAME: 92nd District Court

ACCOUNT NUMBER: 3-1100-412-00-001-001-0-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	
439	R&M Services - Other	431	R&M Services - Buildings & Other Stru.	300.00
			TOTAL	300.00

REASON: pay outstanding invoice for Starr Telecomm.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39002 **2. F.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted For: Norma L. Longoria Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

2013 - WIC (1292)

BACKGROUND

Line Item Transfers into:
3.1292.441.00.350.014.3.550 (printing)
3.1292.441.00.350.014.3.601 (office supplies)

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1292-441-00-350-014-3-xxx

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

BUDGETARY IMPACT:

Funds available as of 5/30/13.

Grant will end June 29, 2013.

Attachments

NPAOP Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:25 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Margarita Gonzalez Started On: 05/29/2013 04:47 PM

Final Approval Date: 06/07/2013

DATE:	05/29/13
WIC DIRECTOR:	NORMA LONGORIA
DEPARTMENT NAME:	WIC
ACCOUNT NUMBER:	3.1292.441.00.350.014.3 NPAOP
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 Name		ACCOUNT NO.(S)		ACCOUNT NAME	AMOUNT
3.1292.441.00.350.014.3	603 Nut.Ed. Supplies	→	3.1292.441.00.350.014.3	550	Printing	1,505.00
3.1292.441.00.350.014.3	603 Nut.Ed. Supplies	→	3.1292.441.00.350.014.3	601	Office Supplies	354.00
3.1292.441.00.350.014.3	584 Registration	→	3.1292.441.00.350.014.3	601	Office Supplies	471.00
3.1292.441.00.350.014.3	581 In County Travel	→	3.1292.441.00.350.014.3	601	Office Supplies	131.00
3.1292.441.00.350.014.3	583 Out Of County Travel	→	3.1292.441.00.350.014.3	601	Office Supplies	260.00
3.1292.441.00.350.014.3	605 Uniforms	→	3.1292.441.00.350.014.3	601	Office Supplies	94.00
3.1292.441.00.350.014.3	532 Wireless Device	→	3.1292.441.00.350.014.3	601	Office Supplies	122.06
					TOTAL:	2,937.06

Reason: To encumber cost for items that are needed.

AI-39062 **2. G.**

CC CONSENT

Meeting Date: 06/11/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1293-441-00-340-012-3-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/4/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/04/2013 09:45 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Mike Escaname Started On: 06/03/2013 04:04 PM

Final Approval Date: 06/07/2013

Date: June 3, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-012-3-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1293-441-00-340-012-3-747	IMM DIV LOCAL-SOFTWARE	3-1293-441-00-340-012-3-667	IMM DIV LOCAL-MINOR SOFTWARE	$ 6,960.80
			Amount	$ 6,960.80

Revenue Account
Amount Requested: $ 6,960.80

Reason: Line item transfer needed to cover deficit balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-38945 **2. H.**

CC CONSENT

Meeting Date: 06/11/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-441-00-340-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 5/29/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/28/2013 04:30 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Mike Escaname Started On: 05/23/2013 04:23 PM

Final Approval Date: 06/07/2013

Date: May 23, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 3-1100-441-00-340-001-0 Administration
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1100-441-00-340-001-0-601	HEALTH ADM-OFFICE & COMPUTER SUPPLIES	3-1100-441-00-340-001-0-671	HEALTH ADM-BLDG&OTHR STRUC R&M SUPPL	$ 300.00
3-1100-441-00-340-001-0-601	HEALTH ADM-OFFICE & COMPUTER SUPPLIES	3-1100-441-00-340-001-0-679	HEALTH ADM-OTHER R&M SUPPLIES	$ 100.00
3-1100-441-00-340-001-0-630	HEALTH ADM-FOOD	3-1100-441-00-340-001-0-609	HEALTH ADM-AGRI & LANDSCAPING SUPPL	$ 5.00
3-1100-441-00-340-001-0-661	HEALTH ADM-MINOR OFFICE FURN & EQUIP	3-1100-441-00-340-001-0-609	HEALTH ADM-AGRI & LANDSCAPING SUPPL	$ 30.02
			Amount	$ 435.02

Revenue Account
Amount Requested: $ 435.02

Reason: Funds needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-39001 **2. I.**

CC CONSENT

Meeting Date: 06/11/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1293-441-00-340-013-3-XXX

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

BUDGETARY IMPACT:

Funds available as of 6/7/2013.

Attachments

Sal Proj

39001 LIT- Revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:26 AM
Obdett Calzada	Obdett Calzada	06/07/2013 02:18 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Mike Escaname Started On: 05/29/2013 04:31 PM

Final Approval Date: 06/07/2013

PHEP FY 13

GRANT ENDING 08/31/2013

Projection of Salaries and Fringes for the remainder of the PHEP FY 13 period ending 08/31/13

		*COST PER PAY PERIOD	REMAINING PAY PERIODS	COST FOR REMAINING PDS	BUDGET BALANCE 5/31/2013	BUDGET BALANCE 5/31/2013	ANTICIPATED SURPLUS (DEFICIT)
					100%	90%	
Salaries-F/T	113	$ 17,987.48	7.5	$ 134,906.10	$ 162,857.79	$ 146,572.01	$ 11,665.91
Sub-Total Pay							**$ 11,665.91**
Health Insurance	211	$ 1,892.96	7.5	$ 14,197.20	$ 18,647.77	$ 16,782.99	$ 2,585.79
Life Insurance	212	$ 24.56	3	$ 73.68	$ 121.37	$ 109.23	$ 35.55
Fica	220	$ 1,382.54	7.5	$ 10,369.05	$ 15,071.57	$ 13,564.41	$ 3,195.36
Retirement	230	$ 1,888.67	7.5	$ 14,165.03	$ 18,136.31	$ 16,322.68	$ 2,157.65
Unemployment Comp.	250	$ 179.87	7.5	$ 1,349.06	$ 1,861.69	$ 1,675.52	$ 326.46
Worker's Comp	260	$ 179.87	7.5	$ 1,349.06	$ 3,356.95	$ 3,021.26	$ 1,672.19
Sub-Fringes							**$ 9,973.02**
		$ 23,535.96		**$ 176,409.18**	**$ 220,053.45**	**$ 198,048.11**	**$ 21,638.93**

Notes:

Health Insurance is paid twice per month.

Life Insurance is paid once per month.

This grant's categorical budget includes the 10% match. The available balance is calculated using only 90% of the budgeted amounts to account for the 10% match that is included in the budgeted amounts.

Pay Periods Remaining at 06/01/2013:

1	pp 12	6/14/2013	
2	pp 13	6/28/2013	
3	pp 14	7/12/2013	
4	pp 15	7/26/2013	
5	pp 16	8/9/2013	
6	pp 17	8/23/2013	
7	pp 18	9/6/2013	
8	pp 19	9/20/2013	5 days only

PHEP Summary Exp Report -->

PHEP Detail Exp Report ----->

Adjustment Due to Vacancy as of 05/20/13:

Existing Employee Vacating Slot Effective Date: 05/20/13 through 08/31/13:

15 weeks times 5 days per week = 75 days,

75 days times 8 hrs per day = 600 hours,

600 hours @ $19.85 / hr = 11,910.00

Health Insurance 1,041.00 ($347.00 * 3 months)

Prepared by Mike Escaname
Health Human Services Dept.
04/03/2013

Life Insurance	6.75	($2.25 * 3 months)
FICA	911.12	7.65%
Retirement	1,229.11	10.32%
Unemployment	119.10	1%
Workers Comp	119.10	1%
	15,336.18	

Prepared by Mike Escaname
Health Human Services Dept.
04/03/2013

Date: May 29, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-013-3- TDH PHPSB
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1293-441-00-340-013-3-113	TDH PHPSB-REG F/T EMPLOYEES	3-1293-441-00-340-013-3-431	TDH PHPSB-REPAIR & MAINTENANCE SERVICES - BUILDINGS & OTHER STRUCTURES	$8,802.00
3-1293-441-00-340-013-3-113	TDH PHPSB-REG F/T EMPLOYEES	3-1293-441-00-340-013-3-748	TDH PHPSB-OTHER EQUIPMENT	$2,300.00
3-1293-441-00-340-013-3-211	TDH PHPSB-HEALTH INSURANCE	3-1293-441-00-340-013-3-672	TDH PHPSB-REPAIR & MAINTENANCE SUPPLIES - EQUIPMENT & VEHICLES	$2,500.00
3-1293-441-00-340-013-3-220	TDH PHPSB-FICA	3-1293-441-00-340-013-3-748	TDH PHPSB-OTHER EQUIPMENT	$2,900.00
3-1293-441-00-340-013-3-260	TDH PHPSB-WORKERS COMP	3-1293-441-00-340-013-3-665	TDH PHPSB-MINOR COMPUTER EQUIPMENT	$1,650.00
3-1293-441-00-340-013-3-607	TDH PHPSB HOUSEHOLD&JANITORIAL SUPPLIES	3-1293-441-00-340-013-3-619	TDH PHPSB-OTHER MISC SUPPL	$500.00
			Amount	$ 18,652.00

Revenue Account
Amount Requested: $ 18,652.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-38963 **2. J.**

CC CONSENT

Meeting Date: 06/11/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1293-441-00-340-005-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 5/29/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/28/2013 04:35 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Mike Escaname Started On: 05/28/2013 09:40 AM

Final Approval Date: 06/07/2013

Date: May 28, 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		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1293-441-00-340-005-0-741	H.D. ADM-VEHICLES	3-1293-441-00-340-005-0-665	H.D. ADM-MINOR COMPUTER EQUIPMENT	$ 1,000.00
			Amount	$ 1,000.00

Revenue Account
Amount Requested: $ 1,000.00

Reason: Needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-38962 **2. K.**

CC CONSENT

Meeting Date: 06/11/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1293-441-00-340-012-3-xxx

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

BUDGETARY IMPACT:

Funding available as of 5/29/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/28/2013 04:34 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Mike Escaname Started On: 05/27/2013 08:44 AM

Final Approval Date: 06/07/2013

Date: May 27, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-012-3-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1293-441-00-340-012-3-601	IMM DIV LOCAL-OFFICE & COMPUTER SUPPLIES	3-1293-441-00-340-012-3-619	IMM DIV LOCAL-OTHER MISCELLANEOUS SUPPLIES	$ 1,000.00
			Amount	$ 1,000.00

Revenue Account
Amount Requested: $ 1,000.00

Reason: Line item transfer needed to fund anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-39166 **2. L.**

CC CONSENT

Meeting Date: 06/11/2013

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

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct. #1 Sanitation

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-432-00-121-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/7/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/07/2013 03:55 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Katia Garcia Started On: 06/07/2013 03:43 PM

Final Approval Date: 06/07/2013

DATE: January 3, 2013

2013
Transfer

AI-39166

DEPARTMENT HEAD: Commissioner A.C. Cuellar

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
601	OFFICE & COMPUTER SUPPLIES	583	OUT-OF-COUNTY EMPLOYEE TRAVEL	$150.00
			TOTAL	$150.00

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-39065 **2. M.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct. #1 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1312-431-00-121-495-1-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/4/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/04/2013 09:47 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Marcie Jackson Started On: 06/03/2013 04:26 PM

Final Approval Date: 06/07/2013

DATE: June 3, 2013

2013
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program
Precinct 1 BCAP (1312)

ACCOUNT NUMBER: 3-1312-431-00-121-495-1-XXX

AI-39065 06/11/12

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
312	NORTH CAPISALLO-INDIRECT COST	731	NORTH CAPISALLO-ROADS	$ 8.39
339	NORTH CAPISALLO-OTHER PROF SRV	731	NORTH CAPISALLO-ROADS	$ 1,254.77
540	NORTH CAPISALLO-ADVERTISING	731	NORTH CAPISALLO-ROADS	$ 433.80
899	NORTH CAPISALLO-CONTINGENCY	731	NORTH CAPISALLO-ROADS	10,802.21
			TOTAL	$ 12,499.17

REASON:
Transfer is needed for completion of project.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38944 **2. N.**

CC CONSENT

Meeting Date: 06/11/2013

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

Department: COMM. PCT. #3

Information

CAPTION

2013 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-432-00-123-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 5/29/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/28/2013 04:14 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Norma Ceballos Started On: 05/23/2013 04:14 PM

Final Approval Date: 06/07/2013

INTRA-DEPARTMENTAL TRANSFER

DATE: May 23, 2013

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 3-1100-432-00-123-001-0

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
664	Pct #3 Sanitation- Other Minor Equipment	672	Pct #3 Sanitation - Equip & Veh R&M Supplies	$ 2,000.00
671	Pct #3 Sanitation- Building &Other Struc R&M Supplies	672	Pct #3 Sanitation - Equip & Veh R&M Supplies	$ 2,000.00
673	Pct #3 Sanitation - R&M Supplies R&B	672	Pct #3 Sanitation - Equip & Veh R&M Supplies	$ 3,000.00
432	Pct #3 Sanitation - Equip & Veh. R&M Serv.	672	Pct #3 Sanitation - Equip & Veh R&M Supplies	$ 4,000.00
			TOTAL	$ 11,000.00

REASON: Daily Operating expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38960 **2. O.**

CC CONSENT

Meeting Date: 06/11/2013

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 5/29/13.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/28/2013 04:34 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Norma Ceballos Started On: 05/24/2013 03:59 PM

Final Approval Date: 06/07/2013

INTRA-DEPARTMENTAL TRANSFER

DATE: May 24, 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:

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.	$ 2,000.00
619	Pct #3-Parks- Other Misc. Supplies	532	Pct #3-Parks- Wireless Divices	$ 750.00
			TOTAL	**$ 2,750.00**

REASON: Expected Expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39138 **2. P.**

CC CONSENT

Meeting Date: 06/11/2013

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. #4 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-124-005-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 06/06/13.

412 --> 607 $89.95

Attachments

Pct 4 ADM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/06/2013 01:17 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Veronica Lopez Started On: 06/06/2013 11:17 AM

Final Approval Date: 06/07/2013

DATE: June 10, 2013

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
ADM

ACCOUNT NUMBER: 3-1200-431-00-124-005-0-XXX

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

2013
Intradepartmental Transfer

39138

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
412	Pct 4 ADM- Cable/Satellite TV	607	Pct 4 ADM- Hsehld & Janitorial Supplies	$89.95
			TOTAL	**$89.95**

REASON:
Transfer needed to fund Pct. 4 ADM expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39137 **2. Q.**

CC CONSENT

Meeting Date: 06/11/2013

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

Department: COMM. PCT. #4

Information

CAPTION

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 06/06/13.

442 --> 604 $997.91

Attachments

Pct 4 Rd Maint

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/06/2013 01:17 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Veronica Lopez Started On: 06/06/2013 11:04 AM

Final Approval Date: 06/07/2013

DATE: June 10, 2013

DEPARTMENT HEAD: Joseph Palacios

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

ACCOUNT NUMBER: 3-1200-431-00-124-007-0-XXX

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

2013
Intradepartmental Transfer

39137

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
442	PCT 4 Rd Maint- Equip & Veh Rentals	604	PCT 4 Rd Maint- Medical & Lab Suppl	$997.91
			TOTAL	$997.91

REASON:
Transfer needed to cover Pct 4 Rd Maint expenditures.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39066 **2. R.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct. #4 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1312-431-00-124-752-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/4/13.

Attachments

revised transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/04/2013 09:47 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Marcie Jackson Started On: 06/03/2013 04:44 PM

Final Approval Date: 06/07/2013

DATE: June 3, 2013

2013
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for PCT. NO. 4 BCAP- (1312)

ACCOUNT NUMBER: 3-1312-431-00-124-752-0-899

AI-39066 06/11/13

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
899	TRENTON TERRACE-CONTINGENCY	540	TRENTON TERRACE-ADVERTISING	$1,300.00
899	TRENTON TERRACE-CONTINGENCY	731	TRENTON TERRACE-ROADS	$6,200.00
			TOTAL	$7,500.00

REASON:
Transfer needed for completion of project.

DEPARTMENT HEAD SIGNATURE

___/___/___
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39130 **2. S.**

CC CONSENT

Meeting Date: 06/11/2013

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. #4 CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-466-00-124-077-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 06/07/11.

601 --> 619 $125.67

Attachments

CRC LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/07/2013 01:54 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Veronica Lopez Started On: 06/05/2013 04:45 PM

Final Approval Date: 06/07/2013

DATE: June 10, 2013

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
CRC

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

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

2013
Intradepartmental Transfer

AI- 39130

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	PCT4 CRC- Office & Comp Supplies	619	PCT4 CRC- Other Misc Supplies	$125.67
			TOTAL	**$125.67**

REASON:
Transfer needed to cover Pct 4 CRC other minor equipment.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39057 **3. A.**

CC CONSENT

Meeting Date: 06/11/2013

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

Department: COMM. PCT. #1

Information

CAPTION

Pct#1 C.O.'s (1342):
Approval of 2013 interdepartmental transfer within C.O.2010A&B Fund 1342 from program (041) to program (106) in the amount of $87,677.15.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-121-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available $110,184.16 as of 6/3/13.

Attachments

Interdept. Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/04/2013 09:48 AM
Olga Garza	Olga Garza	06/06/2013 11:34 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Katia Garcia Started On: 06/03/2013 02:29 PM

Final Approval Date: 06/07/2013

DATE: June 3, 2013

2013
TRANSFER
AI-39057

DEPARTMENT HEAD: Commissioner A.C. Cuellar

DEPARTMENT NAME: Hidalgo County Precinct No.1

ACCOUNT NUMBER: 3-1342-431-00-121-XXX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
3-1342-431-00-121-041-0-731	CO2010A&B-PCT1 ROADS-ROADS	($87,677.15)
TO		
3-1342-431-00-121-106-0-731	CO2010A&B-PCT1 M9N(M2W-M3W)ICA WSLCO-ROADS	$63,127.55
3-1342-431-00-121-106-0-841	CO2010A&B-PCT1 M9N(M2W-M3W)ICA WSLCO-AID TO GOVT	$24,549.60
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:
Transfer from CO2010A&B-PCT1 ROADS into PCT1 MILE9N to cover anticipated expenditures as per Interlocal Agreement with the City of Weslaco for the Mile 9N Road project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-39092 **3. B.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted For: Pct. 2 Sanitation Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 2 Sanitation (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Pct. 2 Sanitation in the amount of $1,257.58 to fund waste disposal expenditures for the month of April 2013.

BACKGROUND

Refer to PO #685630

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds available as of 6-6-13.

Attachments

Pct. 2 Sanitation interdept transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	06/05/2013 11:54 AM
Budget & Management	Obdett Calzada	06/05/2013 01:19 PM
Obdett Calzada	Obdett Calzada	06/06/2013 09:08 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Ivan Cantu Started On: 06/05/2013 11:16 AM

Final Approval Date: 06/07/2013

DATE: June 11, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 2 Sanitation

ACCOUNT NUMBER: 3-1100-4XX-00-1XX-00X-0-XXX

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

2013
Interdepartmental Transfer

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
3-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(1,257.58)
TO:			
3-1100-432-00-122-001-0- 421	Pct. 2 Sanitation-	Disposal	1,257.58
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund waste disposal expenditures for the month of April 2013 for the City of Edinburg (refer to PO #685630).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-39146 **3. C.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted For: Sergio Cruz Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co Comm (1100):
Approval of 2013 interdepartmental transfer from Co Wide Adm-Contingency to Co Comm in the amount of $6,000.00 to fund advertising expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-41X-X0-1X5-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available in Co Wide Adm-Contingency as of 6/6/13.

Attachments

Back up

revised transfer obj 540

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	06/06/2013 04:48 PM
Budget & Management	Obdett Calzada	06/07/2013 08:54 AM
Olga Garza	Olga Garza	06/07/2013 02:31 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Erika Zamora Started On: 06/06/2013 04:44 PM

Final Approval Date: 06/07/2013

Your COUNTY CONNECTION

HIDALGO COUNTY NEWSLETTER | JUNE 2013

Residents of Hidalgo County:

As County Judge, it is my job to ensure that our residents are given the best quality of life that we can provide.

Serving our Hidalgo County community is a responsibility that I take great pride in upholding. As leaders, we are guided by the immediate needs of our community - the need to construct, repair, and maintain roads that safely take us to work and our children to school; the need for adequate drainage to efficiently move floodwaters out of our low-lying neighborhoods; and the need for a business-friendly environment to attract business and industry to the heart of South Texas.

As public servants, we also have a responsibility to ensure that we are leading in a transparent and effective manner.

We must also continue to keep our constituents informed on the progress of our projects. With this newsletter, we hope that you will enjoy getting a glimpse of the workings of Hidalgo County government in action.

Sincerely,

Ramon Garcia

Ramon Garcia
Hidalgo County Judge



State of the County BARBECUE

FOR HIDALGO COUNTY LEADERS









Hidalgo County Judge Ramon Garcia hosted the 2013 State of the County Barbecue last month. In an informal setting at Palmer Pavilion in McAllen, amid over 500 local city, school, and county leaders, Judge Ramon Garcia shared his vision for Hidalgo County - *"Building for the Future."*

Judge Garcia reported on Hidalgo County's healthy finances and highlighted major accomplishments in the past year, such as the passage of the drainage bond to fund infrastructure improvements to the County's drainage system.

Judge Garcia also laid out major County projects for 2013, such as lending support behind the UTPA/UTB merger and proposed medical school, forging forward with critical transportation projects such as I-69, State Highways 68 and 365, and leading the charge for the development of the much-needed new courthouse.

A homestyle barbecue dinner was served, and a video overview of countywide and precinct projects was presented. After the address, attendees were treated to entertainment by Happy the Comedian, who gave a fitting tribute to local politics and Hidalgo County, with a refreshing sense of humor.

View more photos at http://bit.ly/12sMzcP.

This Issue

State Of The County P.1
National County Government Month P.2
2013 South Texas Hurricane Conference P.3
Vote Center P.3
Hidalgo County Applause P.4

NATIONAL COUNTY GOVERNMENT MONTH

Hidalgo County joined county governments across the United States in celebrating April 2013 as National County Government Month. The National Association of Counties annually designates this month to raise awareness of the roles and responsibilities of counties. This year, the theme was "Smart Justice: Creating Safer Communities," and County officials used this opportunity to open the doors of county government to the public, and showcase projects and initiatives that are helping to pass down smart justice, thereby creating a safer Hidalgo County for our residents and families. This theme was a fitting and timely tribute to the work that the County has been undertaking to promote government services to the community.

Notable activities held in recognition of National County Government Month included:

Justice and Mental Health Collaboration Program

Adult Probation Evidence-Based Practices presentation in conjunction with George Mason University

Veteran's Court Graduation Drug Court presentation to Palmer Drug Abuse Program's 4th Annual Substance Abuse and Mental Health Conference

Vote Centers Community Workshop with Lubbock County

Presentation by County Judge Ramon Garcia, County Commissioner Joseph Palacios, District Judge Ricardo Rodriguez and Clerk Laura Hinojosa to Leadership Edinburg and Leadership Mission

District Clerk's 5th Annual Open House

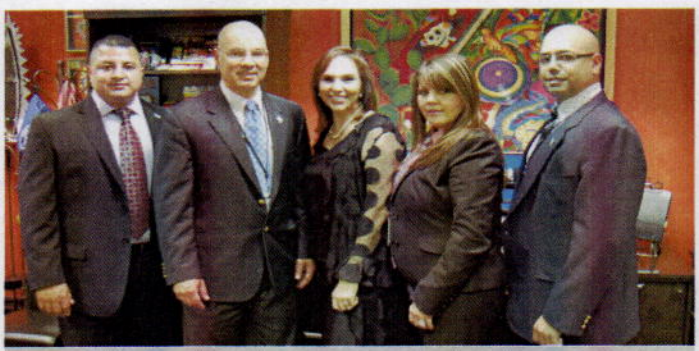
RGV LEAD Job Shadow Days

Visit from the University of Texas Pan-American Criminal Justice Department

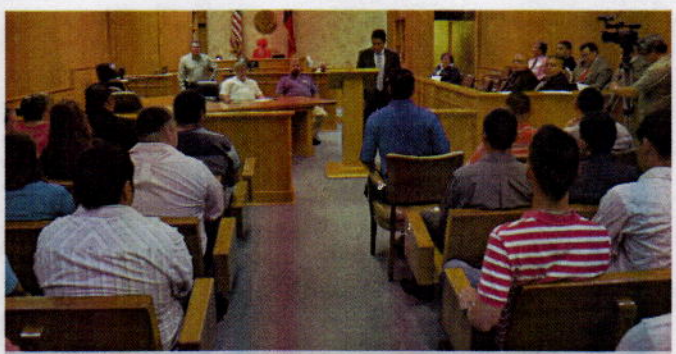
Drug Court Graduation



Veterans Treatment Court Program Graduation



Hidalgo County District Clerk's 5th Annual Open House



Drug Court Graduation



Hidalgo County Hosts Leadership Mission



UTPA Criminal Justice Department

SOUTH TEXAS 2013 Hurricane CONFERENCE

To promote awareness of hurricane preparedness with the onset of hurricane season just weeks away, Hidalgo County and the City of McAllen hosted the 2013 South Texas Hurricane Conference on May 8th and 9th at the McAllen Convention Center. The conference offered opportunities for attendees to receive critical information and resources to help residents and families prepare for hurricane season. The conference consisted of two days of sessions on topics including this year's hurricane season outlook, community preparedness, mitigation measures, best practices and lessons learned, and useful information to prepare for hurricane season.

Demonstrating how and what they do in case of a natural disaster, many emergency vehicles were on display in the exhibit hall. One such vehicle called the Mass Casualty Evacuation Ambulance demonstrated how it can transport 26 people to a medical care facility and be able to provide medical care in the process. Other vehicles such as Hidalgo County Sheriff's Department/SWAT Division and Mission Fire Department (Rescue Boat and Gear) were present as well. The exhibitors provided many giveaways and also explained the importance of preparing for this hurricane season by providing informational pamphlets. Hidalgo County employees also signed residents up who were interested in receiving emergency alerts via email and social media.









At the conference Hidalgo County leaders, along with local, state and federal officials presented valuable information on hurricane preparedness and discussed the importance of regional coordination in preparing for the 2013 hurricane season. County Judge Ramon Garcia stated "One need only mention Beulah, Dolly, or Alex to be reminded of the devastation that can occur should nature steer its course directly to our area." He continued, "This Hurricane Conference will provide you with the information and resources you need to keep your family safe during a hurricane."

Hurricane season begins June 1, 2013.

HIDALGO COUNTY VOTE CENTERS PROJECT

Hidalgo County is moving forward with plans for the development of Vote Centers, or countywide Election Day polling, which would give registered voters the option of voting at any polling location on Election Day instead of having to vote at their precinct polling locations.

In 2005, the Texas Legislature authorized a pilot program to permit vote centers, and the first program was implemented in Lubbock County in 2006. Since then, other counties have followed suit, successfully implementing vote centers throughout the state. Earlier this year, Hidalgo County Commissioners' Court approved the creation of a committee to oversee the process to develop vote centers. Last month, representatives from Lubbock County, including two County commissioners and the Elections Administrator, visited Hidalgo County and held a community workshop to tout the successes they have experienced with the Vote Centers program and to address any concerns the community might have. Over the last few weeks, the committee has been meeting to develop recommendations for locations for the Vote Centers across the County.



The committee anticipates reporting recommendations back to Commissioners' Court in the next few weeks, upon which the county will prepare and submit the application for Vote Centers to the Texas Secretary of State's office. The county hopes to implement Vote Centers by the November 2013 General Election.

County Leaders Stand in Support of Medical School

Flanked by local city mayors and community leaders at a press conference held earlier this month, Hidalgo County Judge Ramon Garcia expressed strong support of legislation that was unanimously approved in committee on Wednesday for the first two years of the proposed medical school to be located in Hidalgo County. Garcia stood among representatives from the cities of Alamo, Alton, Donna, Edinburg, La Villa, McAllen, Mercedes, San Juan, and Weslaco, in addition to Pct. 2 Commissioner Hector "Tito" Palacios, who all lent their support behind the coordinated efforts to ensure the success of the medical school.

"This is a regional project," remarked Garcia. "This amendment to the legislation moves the project forward, attaching real and tangible resources committed to the project. Hidalgo County leaders are committed to ensuring the success of this project, and we are in support of this legislation that addresses the question of structure and, most importantly, funding," Garcia continued.

In support of the regional effort and the amendment approval, City of Edinburg Mayor Richard Garcia commented, "For us it's about common-sense, dollars-and-cents and sustainability. I'm very pleased the committee members agreed with that practical perspective," Mayor Garcia added.

Judge Garcia emphasized that the amendment enhances the viability of the project by expediting the establishment of a fully operational medical school. The original legislative language stated that an advisory committee would be appointed to determine location; however, fearing that process would delay the project, Hidalgo County leaders developed a consortium and devised a plan which would maximize existing academic and medical infrastructure. The current structure in place allows for years 3 and 4 of medical education in Cameron County; a truly regional project would ensure equitable representation in Hidalgo County. This compromise, the leaders asserted, is fair and equitable.

"The medical school will take approximately $40 to $60 million a year to operate, and the state is only committing to paying $30 million," Judge Garcia stated. "Our solution pledges up to $100 million to match the state contributions until a hospital district is created to support the long-term operations of the medical school." Garcia added, "With a larger tax base, Hidalgo County residents will bear double the responsibility of contributing to the taxing district; it is only fair that their investment have an impact in their community," Garcia continued.

The legislation for the medical school with language specifying that the first two years of education would be in Hidalgo County was approved in May by the Texas legislature. The bill is presently awaiting signature by Governor Rick Perry for the law to be enacted.



Applause!

The County of Hidalgo, Texas

Hidalgo County Judge's Office

Mailing Address

302 W. University Dr.
Edinburg Texas 78539

P: (956) 318-2600

F: (956)318-2699

W: www.co.hidalgo.tx.us

facebook.com/HidalgoCounty

twitter.com/HidalgoCounty



Hidalgo County was awarded the "Certificate of Achievement for Excellence in Financial Reporting" by the Government Finance Officers Association for the County's comprehensive annual financial report (CAFR) for the fiscal year ended December 31, 2011. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. This is the ninth consecutive year the County Auditor's Office has received this award. Congratulations to County Auditor Ray Eufracio and his staff!



For the second consecutive year, Hidalgo County Clerk Arturo Guajardo, Jr. was named County Clerk of the Year for Region VIII. The recognition now places Guajardo in a statewide arena against seven other Clerks across Texas (one from each region) for the honorable opportunity to be named County Clerk of the Year for the State of Texas. The CDCAT organization will announce both the County and District Clerks of the Year at its 118th Annual Conference in San Antonio, Texas this upcoming June. Congratulations to our Hidalgo County Clerk, Mr. Arturo Guajardo!



The Hidalgo County Sheriff's Office received the 2013 "Best Practices" Award for its "Domestic Abuse Intervention Specialist" program. Hidalgo County Sheriff Guadalupe "Lupe" Trevino recognizes that domestic violence is an issue that cannot be addressed solely by law enforcement. The Sheriff's Office certified 20 deputies as Domestic Abuse Intervention Specialists to be highly focused and specialized in domestic violence. Since the program started the Sheriff's Office has seen a decrease in the overall number of domestic violence and of repeat offenders. Congratulations to Sheriff Trevino and his staff!

THE MONITOR

REMIT TO:
The Monitor
Business Office
PO Box 3267
McAllen, TX 78502

ACCOUNT NO. 100 | BALANCE DUE $1,720.00 | CHECK NO.

MKT. CONSULTANT Letty Flores | DEPARTMENT Advertising | AMOUNT PAID

Office of Hidalgo County Judge Ramon Garcia Public Affairs Division
Attn: Hilda Salinas
302 West University
Edinburg, Texas

INVOICE DATE	INVOICE NO.
6/30/2013	1000000

TO ASSURE PROPER CREDIT - PLEASE RETURN TOP PORTION WITH REMITTANCE - ENTER ACCOUNT NUMBER ON YOUR CHECK

ACCOUNT NUMBER	CURRENT	PAST DUE 31-60 DAYS	PAST DUE 61-90 DAYS	PAST DUE 91-OVE
	1750.00	0.00	0.00	0.00

DATE	REF#	DISCRIPTION		pub	AMOUNT
6/16/2013	Sunday	45,000 60lb paper Print and Deliver		The Monitor	1750.00

Thank you very much for Advertising !!!

PREVIOUS BALANCE		NEW CHARGES		CREDITS		BALANCE
	(+)	$1720.00	-		=	$1720.00

The Monitor
1400 E. Nolana Loop
McAllen, TX 78504
956-683-4000
Fed ID# 74-1157766
www.themonitor.com

THIS STATEMENT IS DUE AND PAYABLE UPON RECEIPT. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ACCOUNTS UNPAID 30 DAYS (ANNUAL PERCENTAGE RATE IS 18%).

THE MONITOR

REMIT TO:
The Monitor
Business Office
PO Box 3267
McAllen, TX 78502

ACCOUNT NO. 100 | BALANCE DUE $1,720.00 | CHECK NO.

MKT. CONSULTANT Letty Flores | DEPARTMENT Advertising | AMOUNT PAID

Office of Hidalgo County Judge Ramon Garcia Public Affairs Division
Attn: Hilda Salinas
302 West University
Edinburg, Texas

INVOICE DATE	INVOICE NO.
9/30/2013	1000000

TO ASSURE PROPER CREDIT - PLEASE RETURN TOP PORTION WITH REMITTANCE - ENTER ACCOUNT NUMBER ON YOUR CHECK

ACCOUNT NUMBER	CURRENT	PAST DUE 31-60 DAYS	PAST DUE 61-90 DAYS	PAST DUE 91-OVE
	1750.00	0.00	0.00	0.00

DATE	REF#	DISCRIPTION		pub	AMOUNT
9/15/2013	Sunday	45,000 60lb paper Print and Deliver		The Monitor	1750.00

Thank you very much for Advertising !!!

PREVIOUS BALANCE		NEW CHARGES		CREDITS		BALANCE
	(+)	$1720.00	-		=	$1720.00

The Monitor
1400 E. Nolana Loop
McAllen, TX 78504
956-683-4000
Fed ID# 74-1157766
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THIS STATEMENT IS DUE AND PAYABLE UPON RECEIPT. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ACCOUNTS UNPAID 30 DAYS (ANNUAL PERCENTAGE RATE IS 18%).

THE MONITOR

REMIT TO:
The Monitor
Business Office
PO Box 3267
McAllen, TX 78502

ACCOUNT NO. 100 BALANCE DUE $1,720.00 CHECK NO. _____

MKT. CONSULTANT Letty Flores DEPARTMENT Advertising AMOUNT PAID _____

Office of Hidalgo County Judge Ramon Garcia Public Affairs Division
Attn: Hilda Salinas
302 West University
Edinburg, Texas

INVOICE DATE	INVOICE NO.
12/31/2013	1000000

TO ASSURE PROPER CREDIT - PLEASE RETURN TOP PORTION WITH REMITTANCE - ENTER ACCOUNT NUMBER ON YOUR CHECK

ACCOUNT NUMBER	CURRENT	PAST DUE 31-60 DAYS	PAST DUE 61-90 DAYS	PAST DUE 91-OVE
	1750.00	0.00	0.00	0.00

DATE	REF#	DISCRIPTION		pub	AMOUNT
12/15/2013	Sunday	45,000 60 lb paper Print and Deliver		The Monitor	1750.00

Thank you very much for Advertising !!!

PREVIOUS BALANCE		NEW CHARGES		CREDITS		BALANCE
	(+)	$1720.00	-		=	$1720.00

The Monitor
1400 E. Nolana Loop
McAllen, TX 78504
956-683-4000
Fed ID# 74-1157766
www.themonitor.com

THIS STATEMENT IS DUE AND PAYABLE UPON RECEIPT. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ACCOUNTS UNPAID 30 DAYS (ANNUAL PERCENTAGE RATE IS 18%).

DATE: June 11, 2013

DEPARTMENT HEAD: Sergio Cruz

2013
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co Comm

ACCOUNT NUMBER: 3-1100-41X-X0-1X5-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
3-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(6,000.00)
TO			
3-1100-413-30-125-004-0- 540	CO COMM	ADVERTISING	6,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:
To fund advertising expenditures with The Monitor for 2013.

SIGNATURE

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

AI-39131 **4. A.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

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

BACKGROUND

Attachments

Pct 1 Water Service Availability 06-11-13

Pct 1 Cert Plat & Utility Status 06-11-13

Pct 3 Water Service Availability 06-11-13

Pct 2 & 4 Cert Plat & Utility Status 06-11-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/06/2013 09:40 AM
Olga Garza	Olga Garza	06/06/2013 11:22 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Irma Castillo Started On: 06/05/2013 04:48 PM

Final Approval Date: 06/07/2013

	PLANNING DEPT. PCTS 1 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	Marcos A. Barrios	1-10247
	COMM. COURT: June 11, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: I- 10247

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

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

Upon the application of:

Name: MARCOS N. BARRIOS S.

Address: P.O. BOX 1142
LA BLANCA TX
78558

Phone: (956) 313 4561

Water Supplier: NAWSC

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

Account/ESI No.: ~~NEW~~ 273622-001

[ ] Temporary Pole [M] Permanent Service
mobile Home

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

West Tract 2.02 AC out of 40. AC TRACT OF FARM
TRACT #289 AKA @ TRACT 11 ,

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

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

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

-OR-

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

Planning Department Authorized Signature _____ Hidalgo County Judge _____ Date _____

ATTEST: _____ Hidalgo County Clerk _____ Date _____

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7049

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

Precinct 1 2 3 4

Application No: 1-10247

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

MARCO A. BARRIOS ,

Known to me [*or* proved to me in the oath of Dl# 26612021 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

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

WEST TRACT 2.02 AC OUT OF 40 AC TRACT OF FARM TRACT 209 APPA TRACT 11 ."

[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."

Marcos A. Barrios Sr. (Signature)

SUBSCRIBED AND SWORN TO before me on May 30, 20 15, to certify which, witnesses my hand and seal of office.

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

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO: 1-10247
May. 30, 2013

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

W3800-00-289-0000-60

[1] OWNER: BARRIOS, MARCOS A. & JUANA M

P.O BOX 1142
LA BLANCA, TX 78558
Telephone No. 313-4561

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 576 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
WEST TRACT E651.20'-W688.70'-S
138'-N828' FT 298 A/K/A TRACT
11 2.06AC

LOCATION: 0 MILE 6 & MILE 12 1/2

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $1,200

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

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

Prepared by — Date: 5/30/13

Approved by: Gilbert Pecina — Date: 5/29/13

Signature of Owner or Applicant: X Marcos A Barrios Sr. — Date: X 5/30/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: _____YES ✓ NO _____BFE

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

[NOTICE]

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

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

c/ San Jacinto Title Services/Alamo
1324902 Closer CAS

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

Warranty Deed with Vendor's Lien

Date: MAY 9, 2013

Grantor: MITCHELL NICHOLS

Grantor's Mailing Address: 422 CHESTNUT
SAN ANTONIO, TEXAS 78202
BEXAR COUNTY

Grantee: MARCOS A. BARRIOS and JUANA M. BARRIOS

Grantee's Mailing Address: P.O. BOX 1142
LA BLANCA, TEXAS 78558-1142
HIDALGO COUNTY

Consideration:

Cash and a first lien note of even date executed by Grantee and payable to the order of MITCHELL NICHOLS in the principal amount of FORTY-EIGHT THOUSAND AND NO/100 DOLLARS ($48,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Grantor and by a first-lien deed of trust of even date from Grantee to CHANNING SLUSHER, Trustee.

Property (including any improvements):

A 2.02 acre tract of land out of a 40.00 acre tract of Farm Tract 289, WEST TRACT SUBDIVISION as recorded in Volume 2, Page 35, of the Plat Records in Hidalgo County, Texas, said 2.02 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found on the base of a tree for the Northeast corner of this tract, said point bears East 681.30 feet and North 690.00 feet to the Northeast corner of Farm Tract 289, West Tract Subdivision and center lien of Mile 6 West Road;

THENCE, South, 138.00 feet to a 1/2" iron rod found for the Southeast corner of this tract;

THENCE, West, first passing a 1/2" iron rod found at 601.20 feet on the East R.O.W line of a drain ditch, a total distance of 638.70 feet to a drain ditch center line for the Southwest corner of this tract;

THENCE, North, 138.00 feet along a drain ditch to a point for the Northwest corner of this tract;

THENCE, East, first passing a 1/2" iron rod found at 37.50 feet on the East R.O.W. line of a drain ditch, a total distance of 638.70 feet to the original POINT OF BEGINNING, and containing 2.02 acre tract of land, more or less..

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

a. Standby fees, taxes and assessments by any taxing authority for the year 2013, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

b. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo and Cameron Counties Irrigation District No. 9, pursuant to applicable sections of the Texas Water Code.

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

d. Easements and reservations as shown according to the map or plat thereof recorded in Volume 2, Page 34-37, Map Records of Hidalgo County, Texas.

McConnell to Omer Jackson and wife, Earnesyne Jackson, recorded in Volume 612, Page 129, Deed Records, Hidalgo County, Texas.

u. Interest in and to all coal, lignite, oil, gas, and other minerals, and all rights incident thereto, contained in instrument dated June 2, 1951, executed by Elda Dees to Marcela K. Frost, recorded in Volume 723, Page 502, Deed Records, Hidalgo County, Texas.

v. Coal, lignite, oil, gas or other mineral interest(s), together with rights incident thereto, contained in instrument dated October 28, 1955, executed by John E. Frost and wife, Marcella K. Frost to Carl Roettele, Trustee, recorded in Volume 845, Page 185, Deed Records, Hidalgo County, Texas, which document contains the following language "It is further expressly understood and agreed that there is excepted from this conveyance and reserved to the Grantors herein for themselves, their heirs or assigns, all of the oil, gas and other minerals in and under said land.".

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

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

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

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

MITCHELL NICHOLS

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 10 day of May, 2013, by MITCHELL NICHOLS.

NOTARY PUBLIC, STATE OF TEXAS

CORA ANNE STRACENER
Notary Public, State of Texas
My Commission Expires
07/20/2016

PREPARED BY:
SLUSHER & ASSOCIATES, PLLC
4900 N. 10TH, STE. F-3
McALLEN, TEXAS 78504
GF#132424902

AFTER RECORDING, RETURN TO:

2252
Prepared by the State Bar of Texas for use by lawyers only.
Revised 10-85.
© 1985 by the State Bar of Texas

562367

WARRANTY DEED
(Long Form)

Date: November 11, 1996

Grantor: Mel C. Gray

Grantor's Mailing Address (including county): P.O. Box 3858
South Padre Island, Texas 78597
Cameron County

Grantee: Margarito Garza

Grantee's Mailing Address (including county): Rt. 2 Box 425
Weslaco, Texas 78596
Hidalgo County

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

Property (including any improvements): See Exhibit "A"

Reservations from and Exceptions to Conveyance and Warranty:

Any and all conditions, rules, easements, restrictions, mineral reservations and other conditions of record in the office of deeds and records of Hidalgo County, Texas, if any, affecting the above described property.

Visible and apparent assessments on or across the property herein described in which a survey was and or physical inspection would disclose.

Taxes for the year 1996 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

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

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

NOE GARZA ENGINEERS
A PROFESSIONAL CORPORATION

NSPE / TSPE / TSA

METES AND BOUNDS

TRACT 11

Field notes for a 2.02 Acre Tract of land out of a 40.00 Acre Tract of Farm Tract 289, West Tract Subdivision as recorded in Volume 2, Page 35 of the Plat Records in Hidalgo County, Texas, said 2.02 Acre Tract of land being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod set for the Northeast corner of this Tract, said point bears East 681.30 feet and North 690.00 feet to the Northeast corner of Farm Tract 289, West Tract Subdivision and center line of Mile 6 West Road;

Thence, South, 138.00 feet to a ½" iron rod set for the Southeast corner of this Tract;

Thence, West, first passing a ½" iron rod set at 601.20 feet on the East R.O.W. line of a drain ditch, a total distance of 638.70 feet to a drain ditch center line for the Southwest corner of this Tract;

Thence, North, 138.00 feet along a drain ditch and for a point for the Northwest corner of this Tract;

Thence, East, first passing a ½" iron rod set at 37.50 feet on the East R.O.W. line of a drain ditch, a total distance of 638.70 feet to the ORIGINAL POINT OF BEGINNING AND CONTAINING 2.02 Acre Tract of land.

STATE OF TEXAS
NOE GARZA
2589
REGISTERED PUBLIC SURVEYOR

Noe Garza P.E.
6-10-86

3827 N. 10TH, SUITE 105, McALLEN, TEXAS 78501 (512) 687-4201

BY: Mel C. Gray
MEL C. GRAY

Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: Nov 13,1996 at 02:29P

As a
Recording

Document Number: 562367
Total Fees : 13.00

Receipt Number - 61880
By,
Jennifer Castillo

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 12TH day of NOVEMBER , 19 96 .
by MEL C. GRAY

MELODIE CARBAJAL
Notary Public State of Texas
My Comm. Exp. 05-14-98

Melodie Carbajal
Notary Public, State of Texas
Notary's name (printed): MELODIE CARBAJAL

Notary's commission expires: 5-14-98

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the day of , 19 .
by
of
a corporation, on behalf of said corporation.

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

Notary's commission expires:

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

	PLANNING DEPT. PCTS 1 CERT PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Norma Gallegos	1-10258
2.	Domingo Rodriguez	1-10224
3.	Adriana Aldava	1-10254
4.	Raquel Luna	1-10257
5.	Patricia M. Ricano	1-10251
	COMM. COURT: June 11, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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956-973-7850

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

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

Precinct (1) 2 3 4

Application No: 1-10258

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: Norma Gallegos

Address: PO Box 144
Alamo TX 78516

Phone: (956) 475 9710

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

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Maiz Acres #2 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; (Date approved 6/26/06);

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

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Edinburg, Texas 78542
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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: 1-10258

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: Norma Gallegos

Address: Po Box 1441

Alamo Tx 78516

Phone: 956 475 97 10

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

Maiz Acres #2 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

Norma Gallegos — Requesting Party (Signature)

6-3-13 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

6/5/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10258
Jun. 3, 2013

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

M0590-02-000-0012-00

[1] OWNER: ZUNIGA, JUAN I.
GALLEGOS, NORMA D.
P.O BOX 144
ALAMO, TX 78516
Telephone No. 475-9710

[7] LEGAL DESC./NAME OF SUBDIVISION
MAIZ ACRES #2 LOT#12

LOCATION: 0 SIOUX & VAL VERDE

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

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

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

[5] SIZE OF STRUCTURE: 240 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 30' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF STREET

Prepared by — Date: 6/03/13

Approved by: Jonathan Tidwell — Date: 5/28/13

Signature of Owner or Applicant: Norma Gallegos — Date: 6-3-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425C Pct: 1

Community No.: 480334

Certification of Elevation Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

ASSUMPTION WARRANTY DEED

COPY

Date: August 16, 2010

Grantor: Efrain Rios and Lidia Rios
Grantor's Mailing Address (including county):

7002 Villa Del Mar
Bakersfield, California 93307
Kern County, California

Grantee: Juan Isaias Zuniga and Norma Delia Gallegos
Grantee's Mailing Address (including county):

P.O. Box 144
Alamo, Texas 78516
Hidalgo County, Texas

Consideration: A cash consideration paid to Grantor by Grantee and Grantee's assumption of and agreement to pay, according to the note's terms, the unpaid principal and earned interest on the note in the original principal sum of Twenty-Two Thousand Dollars and No Cents ($22,000.00) dated August 11, 2006, executed by Efrain Rios and Lidia Rios and payable to the order of Abel Ocanas, Sr. The note is secured by a an express vendor's lien and additionally secured by a Deed of Trust dated August 11, 2006, and filed for record in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's File Number 1653291; said note being assumed by **Efrain Rios and Lidia Rios**, as evidenced by that one certain Assumption Warranty Deed dated **October 30, 2006** from **Abel Ocanas, Sr.** to **Efrain Rios and Lidia Rios** and filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number **1681370**. As further consideration, Grantee promises to keep and perform all the covenants and obligations of the Grantor named in that deed of trust and Grantee agrees to indemnify and hold Grantor harmless from payment of the note and from performance of Grantor's obligations specified in the instruments securing payment of the note. Grantor assigns to Grantee any funds on deposit for payment of taxes and insurance premiums.

Property (including any improvements):

Lot 12, Maiz Acres No. 2 Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 51, Pages 10-12, 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;

warranties and representations whatsoever, except the warranty of title expressly set forth herein.

To Grantor, a reservation of the vendor's lien and superior title to the property and its improvements until the note assumed by Grantee has been fully paid according to its terms, at which time this deed will become absolute. Except as provided in any deed of trust to secure assumption, Holder's release of the assumed liens will release this vendor's lien without the joinder of Grantor.

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.

Grantor has elected not to require Grantee to execute a Deed of Trust to Secure Assumption and is aware of the risks of not doing so.

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

Efrain Rios

Lidia Rios

ACCEPTED:

The undersigned is executing this Assumption Warranty Deed to acknowledge acceptance of this conveyance and assumption of the obligations under the above-described Note and Deed of Trust.

Juan Isaias Zuniga

Norma Gallegos

Norma Delia Gallegos

ACKNOWLEDGMENT

State of California
County of KERN)

On 08/28/2010 before me, RAUL MURILLO (NOTARY PUBLIC)
(insert name and title of the officer)

personally appeared EFRAIN RIOS AND LIDIA RIOS,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

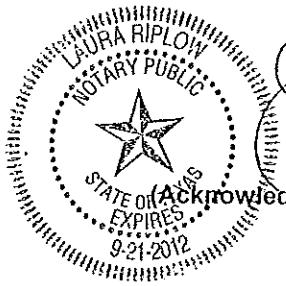
RAUL MURILLO
Commission # 1817503
Notary Public - California
Kern County
My Comm. Expires Oct 14, 2012

Signature _____ (Seal)

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 3rd day of September, 2010, by Juan Isaias Zuniga.

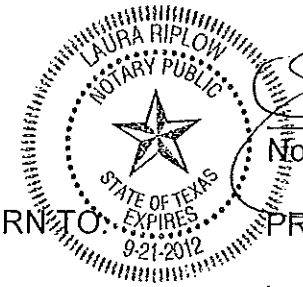


Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 3rd day of September, 2010, by Norma Delia Gallegos.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Juan Isaias Zuniga and
Norma Delia Gallegos
P.O. Box 144
Alamo, Texas 78516

PREPARED BY:

Law Office of David A. Ewers, P.C.
LR
323 Nolana
McAllen, Texas 78504

Rios-Zuniga-AWD
Rios-Zuniga-AWD.wpd

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-10224

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Domingo Rodriguez

Address: 510 N. Closner
Edinburg Tx

Phone: 956 380 1900

Water Supplier: UAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: La Mesa lot # 156,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 3/7/83);

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

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

No individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

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

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

ATTEST: _____ _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-10224

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: Domingo Rodriguez.

Address: 540 N. Closner
Edinburg TX

Phone: 956 380 1900

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

La Mesa Lot # 156

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Domingo Rodriguez 5/29/13
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

5/29/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-10224
May. 22, 2013

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

L1365-00-000-0156-00

[1] OWNER: RODRIGUEZ, DOMINGO

1706 NORA DR.
EDINBURG TX 78540-0882
Telephone No. 380-1900

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,200 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LA MESA LOT 156

LOCATION: 0 MILE 11 N. & MILE 2 W.

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $32,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:15' SIDE:6' SOUTHSIDE:15'
MIN. ELEV. ABOVE TOP NATURAL GROUND 18"

Prepared by — Date: 5/22/13

Approved by — Date: 5/24/13

Signature of Owner or Applicant — Date: 5-22-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____YES ~~NO~~ ____BFE

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

[NOTICE]

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

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

2521125 VOL 3253 PAGE 611

DEED OF TRUST

CONFORMS TO STATE BAR FORM 2402 REV.11/87

Date: May 6, 1992

Grantor: DOMINGO RODRIGUEZ, JOINED HEREIN PRO FORMA BY MY WIFE, LEONILA S. RODRIGUEZ

Grantor's Mailing Address (including county): P.O. Box 882
Edinburg, Texas 78540
Hidalgo County

Trustee: THE SHERIFF OF HIDALGO COUNTY

Trustee's Mailing Address (including county): 100 N. Closner
Edinburg, Texas 78539
Hidalgo County

Beneficiary: HIDALGO COUNTY BAIL BOND BOARD

Beneficiary's Mailing Address (including county): 100 N. Closner
Edinburg, Texas 78539
Hidalgo County

Bonds or Surety Bonds

Date: Various

Amount: Any and all Bonds or Surety Bonds to be issued and executed and accepted by the Sheriff's Office

Maker: A-MINGO BAIL BONDS

Payee: HIDALGO COUNTY BAIL BOND BOARD

Final Maturity Date:

Terms of Payment (optional): As therein provided

It is expressly understood and agreed that wherever the term "Note" (the secured obligation) appears in the Deed of Trust, that it shall be construed to be "Bonds or Surety Bonds" as if such language actually appears in this Deed of Trust rather than the term "Note".

Property (including any improvements): All of Lots 155, 156, 157, 158 and 159, LA MESA SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 23, Page 49, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Prior Lien(s) (including recording information): None

vol 3253 page 612

Other Exceptions to Conveyance and Warranty: SAVE AND EXCEPT all oil, gas and other minerals which have been heretofore reserved and/or conveyed by prior grantors as set forth in Deeds dated November 16, 1950, recorded in Volume 704, Page 350, dated November 9, 1962, recorded in Volume 1812, Page 815, both in the Deed Records of Hidalgo County, Texas.

SUBJECT TO THE FOLLOWING:

(1) Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9 and easements and restrictions as shown on the recorded and dedication map or the above described subdivision.

(2) Ten (10) foot utility easement and 15 foot irrigation district and drainage easement as shown on the map of La Mesa Subdivision, recorded in Volume 23, Page 49, Map Records of Hidalgo County, Texas.

(3) Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by H. G. George and wife, Ophelia George to Claude B. Hamill, dated November 10, 1951, recorded in Volume 411, Page 668, Oil and Gas Records of Hidalgo County, Texas.

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

Grantor's Obligations

Grantor agrees to:

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this deed of trust
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
   a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
   b. contains an 80% coinsurance clause;
   c. provides fire and extended coverage, including windstorm coverage;
   d. protects Beneficiary with a standard mortgage clause;
   e. provides flood insurance at any time the property is in a flood hazard area; and
   f. contains such other coverage as Beneficiary may reasonably require;
5. comply at all times with the requirements of the 80% coinsurance clause;
6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. keep any buildings occupied as required by the insurance policy; and
8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.
5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
   a. declare the unpaid principal balance and earned interest on the note immediately due;
   b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
   c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

vol 3253 pg 614

DOMINGO RODRIGUEZ

LEONILA S. RODRIGUEZ

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 6 day of May, 1992, by DOMINGO RODRIGUEZ and LEONILA S. RODRIGUEZ.

RACHEL HAVELKA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
8-29-92

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

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the ___ day of _____, 19__, by _____, of _____, a _____ corporation, on behalf of said corporation.

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

Notary's commission expires:

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-10254

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Adriana Aldava

Address: 2106 Esperanza N
Weslaco TX. 78596

Phone: 956-373-3206

Water Supplier: NIA WSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Eagle's Nest Est. Ph. #3 lot #7 Blk. #10

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8/30/07);

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

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
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956-318-2844

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956-973-7850

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

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

Precinct (1) 2 3 4

Application No: 1-10254

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: Adriana Aldaco

Address: 2106 Esperanza D.
Weslaco TX. 78596

Phone: 956-373-3366.

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

Eagles Nest Est. Ph.#3 Lot# 10 BLK # 10

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 6/2/13.

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

6/4/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10254
Jun. 3, 2013

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

E0155-03-010-0007-00

[1] OWNER: ALDAVA, ADRIANA

2106 ESPERANZA N.
WESLACO, TX 78596
Telephone No. 373-3366

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,645 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
EAGLE'S NEST EST. PH.#3
LOT#7 BLK.#10

LOCATION: 0 MILE 6 & MILE 10

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $45,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

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

Prepared by — Date: 6/1/13

Jonathan Isidro
Approved by — Date: 5/30/13

Signature of Owner or Applicant — Date: 6/2/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____YES ✓ NO ____BFE

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

[NOTICE]

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

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

Recorded On-2008-Jun-30 As-1904733

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: **May 16, 2008**

Grantor: **TONY BARBOSA and wife, LIDIA BARBOSA**

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

Grantee: **ADRIANA ALDAVA**

Grantee's Mailing Address: **2106 Esperanza Street**
Weslaco, Texas 78596
Hidalgo County

Consideration:

Ten Dollars and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of FIVE THOUSAND AND NO/100THS DOLLARS($5,000.00), payable to the order of TONY BARBOSA and wife, LIDIA BARBOSA, and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to MIGUEL D. WISE, Trustee.

Property (including any improvements):

Lot Seven (7), Block Ten (10), Eagle's Nest Estates Subdivision, Unit III, Farm Tract 213 of the West and Adams Tract Subdivision, recorded in Volume 53, Pages 170-171 of the Map Records in the Office of the County Clerk, Hidalgo County, Texas, reference is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. **Restrictive Covenants dated September 5, 2007, filed September 12, 2007 under Document Number 1805075, Official Records and Volume 53, pages 170-171, Map Records and Volume 53, Pages 170-171, Map Record Hidalgo County, Texas.**
2. **SUBJECT TO** 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;
3. **SUBJECT TO** all mineral reservations, oil and gas leases, water rights, easements and building restrictions and conditions, if any, of record;
4. **SUBJECT TO** the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property;
5. **Visible and apparent easements on or across the property herein described.**
6. **Taxes for the current year and all subsequent years and any and all other assessments made based on change in land usage.**

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

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

Grantee, by his acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that he/she/they has/have no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty, or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property, or any portion thereof, and Grantor hereby expressly disclaims any and all implied warranties, including, without limitation, implied warranties of condition, merchantability, habitability, fitness for a particular purpose, or with respect to the value, profitability or marketability of the Property.

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

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

Tony Barbosa
TONY BARBOSA

Lidia Barbosa
LIDIA BARBOSA

(Acknowledgment)

STATE OF TEXAS §

This instrument was acknowledged before me on this the 16th day of May, 2008, by **TONY BARBOSA** and **LIDIA BARBOSA.**

ERIN [illegible] WISE
NOTARY PUBLIC STATE OF TEXAS
COMM. EXPIRES:
DECEMBER 22, 2008

Erin Duffy Wise
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

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

File: 10.252

PREPARED IN THE LAW OFFICE OF:

MIGUEL D. WISE, P.C.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-10257

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: Raquel Lopez

Address: 8601 Palos Rojos
Weslaco ~~TX~~ TX
78596

Phone: 956 975 9785

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

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: San Jacinto Est #5 lot # 39 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 6/22/09);

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

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7045
956-205-7049

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

Precinct 1 2 3 4

Application No: 1-10257

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: Raquel Luna

Address: 8601 Dalos Rojos
Weslaco TX 78596

Phone: 9569759785

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

San Jacinto #5 lot # 39

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Raquel Luna
Requesting Party (Signature)

06/03/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

6/3/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10257
Jun. 3, 2013

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

S0669-05-000-0039-00

[1] OWNER: LUNA, MOISES & RAQUEL

8601 PALOS ROJOS ST.
WESLACO, TX 78596
Telephone No. 975-9785

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,340 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SAN JACINTO EST. #5 LOT#39

LOCATION: 0 MILE 13 1/2 & FM 1015

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

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

Prepared by — Date: 6/1/13

Jonathan Isidro — Approved by — Date: 05/23/13

Signature of Owner or Applicant — Date: 06/03/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: October 17, 2012

Grantor: San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company
Grantor's Mailing Address:
900 S, Stewart Rd., Suite 12
Mission, Texas 78572

Grantee: Moises Luna and Raquel Luna

Grantee's Mailing Address (including county):
8601 Palos Rojos St.
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-Eight Thousand Dollars and No Cents ($38,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 39, San Jacinto Estates No. 5, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2012515

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 26, 2008, payable to the order of Jean Stokes, individually and as Independent Executrix and Trustee of the Jack H. Stokes Family Trust under the Last Will and Testament of Jack H. Stokes, Deceased 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 2008-1932614. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of San Jacinto Estates No. 5, as shown on the plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2012515; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

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

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

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

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

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

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

San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company

BY: _____
Jacinto Garza, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 19 day of November, 2012, Jacinto Garza, President of San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company on behalf of said Texas Limited Liability Company.

_____
Notary Public, State of Texas

AMANDA V. ZAMORA
MY COMMISSION EXPIRES
November 21, 2012

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-10251

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Patricia M Ricaño

Address: 25119 Calle de Rosa
Monte Alto
Edcouch TX 78538

Phone: (956) 380-65-40
681-68-84

Water Supplier: N.A.W.S

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

Account/ESI No.: 273969-001
[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Cantana Acres #6 lot #8,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 12/14/07);

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

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

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

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

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

ATTEST: _____
Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-10251

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: Patricia M Ricaño

Address: 25119 calle de Rosa
Monte Alto Edcouch TX 78538

Phone: 956) 380-6540

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

Lantana Acres # 6 lot # 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

Patricia Ricaño
Requesting Party (Signature)

5/31/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

6/5/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10251
May. 30, 2013

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

L2845-06-000-0008-00

[1] OWNER: RICANO, PATRICIA M.

25119 CALLE DE ROSA
MONTE ALTO TX 78538
Telephone No. 380-6540

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LANTANA ACRES 6 LOT 8

LOCATION: 0 JESUS FLORES & MILE 22

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $26,900

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

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:35' SIDE:6' SOUTHSIDE:10'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by _____ Date 5/30/13

Approved by _____ Date 5/23/13

Signature of Owner or Applicant _____ Date 5/30/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350 C Pct: 0

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

24.00

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: March 6, 2013

2390634

Grantor: The Three Grandes, Ltd., a Texas Limited Partnership
Grantor's Mailing Address:
P.O. Box 959
Edinburg, Texas 78540

Grantee: Patricia M. Ricano-Vasquez

Grantee's Mailing Address (including county):
1403 El Jardin #19
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 Thirty-One Thousand Five Hundred Dollars and No Cents ($31,500.00), 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 Carroll Whiteford, Trustee.

Property (including any improvements):

Lot(s) 08, Lantana Acres No. 6 Subdivision, as shown by the map or plat thereof recorded in Volume 54, Pages 72-75, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

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

The Three Grandes, Ltd., a Texas Limited Partnership

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

BY: _____
Richard W. Ruppert, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 6 day of March, 2013, by Richard W. Ruppert, President of El Guy Loco, LLC, a Texas Limited Liability Company in its capacity of General Partner of The Three Grandes, Ltd., a Texas Limited Partnership.

_____
Notary Public, State of Texas

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

AFTER RECORDING RETURN TO:

The Three Grandes, Ltd.
P.O. Box 959
Edinburg, Texas 78540

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

	PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	EFRAIN CANTU	3-13585
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: JUNE 11, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7049

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

Precinct 1 2 3 4

Application No: 3-13585

4/19/13

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

Upon the application of:

Name: Efrain Cantu'

Address: 12014 Acosta Cir. East

Mission Tx. 78573

Phone: (956) 239-2023

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		8066
Date Approved:	/ /	6/3/13

Water Supplier: Sharyland Water

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

Account/ESI No.: 100327894-

[ ] Temporary Pole [V] Permanent Service

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

107 West Lot 22

[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.

4/4/13

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

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

Precinct 1 2 (3) 4

Application No: 313585

4/19/13

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

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

Known to me [*or* proved to me in the oath of Texas Driver License *or* through IDL # 04428068 *(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: 107 West Lot 22."

[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."

Efrain Cantu (Signature)

SUBSCRIBED AND SWORN TO before me on June 4, 2013 to certify which, witnesses my hand and seal of office.

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

SANDRA A. CANTU
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

SPECIAL WARRANTY DEED

Date: March 28, 2013

Grantor: Arnoldo Acedo, Jr. and wife, Lisa E. Acedo

Grantor's Mailing Address (including county):

12014 Acosta Circle East
Mission, Texas 78573
Hidalgo County, Texas

Grantee: Efrain Cantu Gonzalez

Grantee's Mailing Address (including county):

11934 Acosta Circle West
Mission, Texas 78573
Hidalgo County, Texas

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

Property (including any improvements):

Lot 22, 107 WEST SUBDIVISION, according to the Map or Plat thereof recorded in Volume 21, Page 141, 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;
1. Easements, rights-of-way, and prescriptive rights, whether of record or not;
2. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
3. Rights of adjoining owners in any walls and fences situated on a common boundary;
4. Any discrepancies, conflicts, or shortages an area or boundary lines;
5. Any encroachments or overlapping of improvements;
6. 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;
7. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
8. 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;
9. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of the subdivision in which the property is located;
10. Rules and Regulations of Hidalgo County, Texas pertaining to septic tanks and other sanitary facilities; and
11. Federal and County flood plain elevation regulations.

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.

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

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

Arnoldo Acedo, Jr.

Lisa E. Acedo

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 28th day of March, 2013, by Arnoldo Acedo, Jr.

LAURA RIPLOW NOTARY PUBLIC STATE OF TEXAS EXPIRES 09-21-2016

Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 28th day of March, 2013, by Lisa E. Acedo.

LAURA RIPLOW NOTARY PUBLIC STATE OF TEXAS EXPIRES 09-21-2016

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Arnoldo Acedo, Jr.
Lisa E. Acedo
12014 Acosta Circle East
Mission, Texas 78573

PREPARED BY:

Law Offices of David A. Ewers, P.C.
323 Nolana
McAllen, Texas 78504

Chapter 232 Texas LGC Application

APPLICATION NO:
3-13585
Apr. 19, 2013

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

O3950-00-000-0022-00

[1] OWNER: CANTU, EFRAIN

12014 ACOSTA CIRCLE EAST
MISSION TX 78574-7799
Telephone No. 239-2023

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 864 Sq. Ft.

[6] USE OF BUILDING: RES NEW HOUSE

[7] LEGAL DESC./NAME OF SUBDIVISION
107 WEST LOT 22
X-25

LOCATION: 0 107 & SHARY

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
_✓_ NO

Special Conditions: No construction allowed over any easements.
F 25 S6 R 15

Prepared by — Date: 4/19/13

Approved by — Date: 4/18/13

Signature of Owner or Applicant — Date: 4/19/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0295 D Pct: 3
Community No.: 480334

Certification of Elevation
Required: ____ YES _✓_ NO ____ BFE

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

[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 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Nina Castillo	4-12466
2.	Maria Garza	4-12479
3.	Juan Vega	4-12384
4.	Florentino Martinez	4-12467
5.	Alamo Days Trade Inc. C/O Michael Pavon	4-12324
6.	Martin Garcia	4-10032
7.	Roberto Molina Cantu	4-12473
	COMM. COURT: June 11, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-12466

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing Sewer
Date Approved:	1 1	5/30/13

Name: Nina Castillo

Address: 3721 Rhythm Dr Edinburg, TX 78542

Phone: 956-800-2630

Water Supplier: NAWS Connection

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

Account/ESI No.: 10032789460425 7718

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Viva Las Vegas II ~~Woodframe home~~ Lot 29,

on ~~05-30~~, 20 13 the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 09/29/09);

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

yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 5/30/13);

no individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 5/30/13);

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

Planning Department Authorized Signature — Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: 4-12466

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: Nina Castillo

Address: 3721 Rhythm Dr.
Edinburg, TX 78542

Phone: 956-800-2636

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

Viva Las Vegas 2 Lot 29

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Nina Castillo — Requesting Party (Signature)

5-30-13 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

X Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
____ Other (describe) warranty deed

This part to be filled out by receiving county official:

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

06/04/13 — **Date**

County Official

Re: Lot 29, Viva Las Vegas Subd. Phase II, recorded in Instr No. 2039371, Map Rec of Hidalgo County, Texas.

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

The State of Texas }

Special Warranty Deed

County of Hidalgo }

1.	Date:	May 10, 2013
2.	Grantor:	CWL Limited, a Texas Limited Partnership
3.	Grantor's Mailing Address :	506 E. Canton Road, Edinburg, Hidalgo County, Texas 78539
4.	Grantee:	Cesar Castillo and wife, Nina Castillo
5.	Grantee's Mailing Address:	3707 Rhythm Drive, Edinburg, Hidalgo County, Texas 78542
6.	Consideration:	Ten and No/100ths Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, including the receiving (in exchange) Lot Seventy Five (75), Viva Las Vegas Subdivision Phase II , Hidalgo County, Texas, as per map or plat thereof recorded in Instrument No. 2039371, Map Records of Hidalgo County, Texas.

7. Property (including improvements):

Lot Twenty-Nine (29) Viva Las Vegas Subdivision Phase II , Hidalgo County, Texas, as per map or plat thereof recorded in Instrument No. 2039371, Map Records of Hidalgo County, Texas.

8. Reservations From to Conveyance and Warranty: Only to the extent that same exist and affect the property:

A. Prior reservations of oil, gas and other minerals;

B. Prior reservations of underground water rights.

9. Exceptions to Conveyance and Warranty: Only to the extent that same exist and affect the property, to-wit:

A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral leases, and easements, (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines), all of the foregoing, if any, to the extent that they are in effect, shown of record in Hidalgo County, Texas and relate to the Property or any part thereof;

B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, to the extent that they are in effect, relating to the Property, or any part thereof;

C. The taxes for the year 2013 and subsequent years;

D. Anything an on-the-ground survey would reveal; and

E. Grantee, relying only on Grantee's inspection of the Property, is accepting/taking the Property "AS-IS" with any and all defects, if any, latent and patent, and without any warranties , representations, and/or guaranties, of any kind, oral or written, express or implied, concerning the Property, including, without limitation, (i) the value, condition, merchantability, habitability, marketability, profitability, suitability, or fitness for a particular use or purpose of the Property, (ii) the quality of the infrastructure or materials incorporated therein in the Property, and (iii) the manner and/or condition of repair, quality, state of repair, or lack of repair, of the Property.Grantee agrees that Grantor is not liable or bound in any manner, by any verbal statement, representations or information pertaining to the Property

10. Granting Clause: 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.

11. Special Warranty: Grantor hereby 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, by through or under me, but not otherwise.

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

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

14. Signature:

CWL LIMITED
By: THREE, L.L.C.
By: Lorin L Runnels, VP
Lorin L. Runnels, VP

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 10th day of May, 2013, by Lorin L. Runnels Vice Pres of Three, L.L.C., a Texas Limited Liability Company, on behalf of such LLC., as General Partner of CWL, Ltd., a Texas Limited Partnership, on behalf of said partnership.

YOLANDA FLORES
My Comm...

Yolanda Flores
Notary Public, State of Texas
My Commission Expires: 7-31-2016

YOLANDA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-31-2016

After Recording Return to:
Cesar Castillo
3707 Rhythm Drive
Edinburg, TX 78542

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12466
May. 30, 2013

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

V4358-02-000-0029-00

[1] OWNER: CASTILLO, CESAR & NINA

3721 RHYTHM DR.
EDINBURG, TX. 78542
Telephone No. 313-0626

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 504 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
VIVA LAS VEGAS #2 LOT 29

LOCATION: 0 2812 & DOOLITTLE

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $6,000

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

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

Cesar O Castillo — Prepared by — 5/30/13 Date

Ruben Rivera — Approved by — 5/30/13 Date

Nina J Castillo — Signature of Owner or Applicant — 5-30-13 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $60.00

Light [X] Water [X]

Flood Zone: NO C 0150 D
Panel No. /Suffix: ____ Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-12479

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Maria Garza

Address: 1407 Cortez Dr.
Edinburg, TX 78542

Phone: (956) 460-1205

Water Supplier: North Alamo Water Supply Co.

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

Account/ESI No.: 77139-002

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: Trenton Manor UT 2 Ph 1 Lot # 11

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-05-02);

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

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

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Mayra Cortez);

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-12479

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

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

PARTY MAKING REQUEST:

Name: Maria Garza

Address: 1407 Cortez Dr.
Edinburg, TX 78542

Phone: (956) 460-1205

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

Trenton Manor Ut 2 Pt 1 Lot #11

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Maria R Garza
Requesting Party (Signature)

6-4-13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
✓ Other (describe) PMT 4-12479

This part to be filled out by receiving county official:

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

06/04/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12479
Jun. 4, 2013

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

T6841-02-000-0111-00

[1] OWNER: GARZA, JESUS & MARIA R

1013 PALM CIRCLE DR
EDINBURG, TX 78539-7909
Telephone No. 295-5545

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,934 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
TRENTON MANOR UT 2 PH 1 LOT 11

LOCATION: 0 I RD & TRENTON

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: OTHE

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
~~NO~~

Special Conditions: No construction allowed over any easements.
MUST COMPLY COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. SOUTH FRONT 25';
EASTSIDE 6' NORTH REAR 28' WESTSIDE 80' . CORNER

Prepared by — Date: 06/04/13

Approved by — Date: 06/03/13

Signature of Owner or Applicant — Date: 06/4/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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

Community No.: 480334

Certification of Elevation
Required: _____ YES ~~NO~~ _____ BFE

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

[NOTICE]

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

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

113542

WARRANTY DEED

Date: October 18, 2002

Grantor: HECTOR GUERRA and wife, ALICIA GUERRA

Grantor's Mailing Address (including county):

907 South Cage, Edinburg, Texas 78539
Hidalgo County, Texas

Grantee: JESUS GARZA and wife, MARIA R. GARZA

Grantee's Mailing Address (including county):

1013 Palm Circle, Edinburg, Texas 78539
Hidalgo County, Texas

Consideration: TEN AND NO/100 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):

Lot (111), TRENTON MANOR, UNIT NO. 2, PHASE I, an addition to the City of Edinburg, Hidalgo County, Texas, according to the map thereof recorded in Volume 39, Pages 83, Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictions as shown on the map recorded in Volume 39, Pages 73 and 83, Map Records of Hidalgo County, Texas. But omitting any covenant condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

Standby fees, taxes and assessments by any taxing authority for the year 2002 and subsequent years.

HECTOR GUERRA

ALICIA GUERRA

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 18th, day of October, 2002, by HECTOR GUERRA .

DENISSE MARIE FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-05-2006

Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 18th, day of October, 2002, by ALICIA GUERRA.

DENISSE MARIE FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-05-2006

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

HECTOR GUERRA
907 South Cage
Pharr, Texas 78577

AFTER RECORDING RETURN TO:

JESUS GARZA & MARIA R. GARZA
1013 Palm Circle
Edinburg, Texas 78539

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk
On: Nov 07,2002 at 01:11P
As a Recording
Document Number: 1128542
Total Fees 20.00
Receipt Number - 457575
By,
Flo Chavez, Deputy

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-12384

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: Juan Vega

Address: 2809 Quail Ave
McAllen TX 78504

Phone: 956-686-4921

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing
Date Approved:	/ /	5/31/12

Water Supplier: City of Edinburg Septic

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

Account/ESI No.: 616332-005

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: Los Novillos Subdivision, Lot # 34,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-20-05);

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

N/O 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; 5/31/12 (verified by _____);

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; 5/31/12 (verified by _____);

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

_____ _____ _____

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____ _____

Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
1902 Joe Stephens Ave.
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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 3 (4)

Application No: 4-12384

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

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

PARTY MAKING REQUEST:

Name: Juan Vega

Address: 2809 Quail Ave
McAllen TX 78504

Phone: 956-630-0346

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

Los Novillos Subdivision, Lot # 34

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — 5-31-2013 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:

06/04/13 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12384
May. 3, 2013

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

L6309-00-000-0034-00

[1] OWNER: VEGA, JUAN & ELIZABETH

2809 QUAIL VE.
EDINBURG, TX. 78504
Telephone No. 227-8624

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,974 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LOS NOVILLOS LOT 34

LOCATION: 0 281 & FLORAL

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 50' SIDE 15'
REAR 50'. 18" ABOVE TOP OF ST.

Prepared by — Date: 05/03/13

Approved by — Date: 04/26/13

Signature of Owner or Applicant — Date: 5-3-2013

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [ ] Water [ ]

Flood Zone: NO
Panel No. /Suffix: 0225 Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

Doc-2384314

EDWARDS ABSTRACT
GF # 283022.nlc

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: February 6, 2013

Grantor: KCJC REAL ESTATE PARTNERSHIP, LTD.,
A TEXAS LIMITED PARTNERSHIP

Grantor's Mailing Address (including county): P. O. Box 4424
McAllen, Texas 78502
Hidalgo County, Texas

Grantee: JUAN VEGA and wife, ELIZABETH VEGA

Grantee's Mailing Address (including county): 2809 Quail Avenue
McAllen, Texas 78504
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, and the further consideration of the execution and delivery by grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of FIFTY-SIX THOUSAND AND NO/100THS DOLLARS ($56,000.00) payable to the order of KCJC REAL ESTATE PARTNERSHIP, and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to BYRON JAY LEWIS, Trustee.

Property (including any improvements):

Lot Thirty-four (34), Los Novillos Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Pages 10-14, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in CLERK'S FILE NO. 1580282, OFFICIAL RECORDS AND VOLUME 49, PAGES 10-14, MAP 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 April 2, 1948, recorded in Volume 83, Page 47, Oil and Gas Records, dated June 18, 1977, recorded in Volume 1535, Page 825, dated December 19, 1980,

recorded in Volume 1703, Page 159 and dated May 7, 1981, recorded in Volume 1723, Page 444, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Lease dated March 30, 1987, recorded in Volume 2448, Page 32 an unitized by instrument dated February 13, 1992, recorded in Volume 3208, Page 163 and dated April 22, 1992, recorded in Volume 3245, Page 110, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Lease(s) dated February 7, 2012, recorded under Clerk's File Nos. 2364582, 2364583, 2364584, dated December 16, 2011, recorded under Clerk's File No. 2364585, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Memorandum of Oil and Gas Lease dated December 15, 2003, recorded on December 29, 2003 under Clerk's File No. 1280008, dated December 1, 2003, recorded on December 29, 2003 under Clerk's File No. 1280009, dated December 5, 2003, recorded on December 29, 2003 under Clerk's File No. 1280010, dated November 26, 2003, recorded on December 29, 2003 under Clerk's File No. 1280011, dated December 11, 2003, recorded on December 29, 2003 under Clerk's File No. 1280012, dated December 12, 2003, recorded on December 29, 2003 under Clerk's File No. 1280013, dated November 12, 2003, recorded on December 29, 2003 under Clerk's File No. 1280014, dated October 23, 2003, recorded on December 29, 2003 under Clerk's File No. 1280015, dated November 3, 2003, recorded on December 29, 2003 under Clerk's File No. 1280017, dated November 12, 2003, recorded on December 29, 2003 under Clerk's File No. 1280018, dated October 7, 2003, recorded on December 29, 2003 under Clerk's File No. 1280020, dated September 4, 2003, recorded on December 29, 2003 under Clerk's File No. 1280021 and dated December 9, 2003, recorded on December 29, 2003 under Clerk's File No. 1280022, dated October 22, 2012, recorded under Clerk's File No. 2364587, dated October 8, 2012, recorded under Clerk's File No. 2364588, dated October 12, 2012, recorded under Clerk's File No. 2364589, dated October 2, 2012, recorded under Clerk's File No. 2364591, dated October 1, 2012, recorded under Clerk's File No. 2364592, dated May 29, 2012, recorded under Clerk's File No. 2364593, dated September 15, 2012, recorded under Clerk's File No. 2364594, dated September 17, 2012, recorded under Clerk's File Nos. 2364595, 2364596, dated September 14, 2012, recorded under Clerk's File No. 2364598, dated March 21, 2012, recorded under Clerk's File No. 2364599, dated March 30, 2012, recorded under Clerk's File No. 2364600, dated April 5, 2012, recorded under Clerk's File No. 2364601, 2364602, dated April 6, 2012, recorded under Clerk's File No. 2364603, dated March 9, 2012, recorded under Clerk's File No. 2364604, dated March 8, 2012, recorded under Clerk's File No. 2364605, dated March 24, 2012, recorded under Clerk's File No. 2364606, dated April 11, 2012, recorded under Clerk's File No. 2364607, dated March 27, 2012, recorded under Clerk's File No. 2364610, dated April 3, 2012, recorded under Clerk's File No. 2364611, dated March 23, 2012, recorded under Clerk's File No. 2364612, dated March 7, 2012, recorded under Clerk's File No. 2364613, dated April 4, 2012, recorded under Clerk's File No. 2364614, dated March 28, 201, recorded under Clerk's File No. 2364615, dated February 14, 2012, recorded under Clerk's File No. 2364616, dated January 30, 2012, recorded under Clerk's File No. 2364617, dated January 26, 2012, recorded under Clerk's File No. 2364618, dated February 23, 2012, recorded under Clerk's File No. 2364619, dated February 17, 2012, recorded under Clerk's File No. 2364623, dated January 19, 2012, recorded under Clerk's File No. 2364624, dated January 17, 2012, recorded under Clerk's

File Nos. 2364625 and 2364626, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Easement and Right of Way dated December 5, 1930, recorded in Volume 329, Page 646, Deed Records, Hidalgo County, Texas.

Grant of Easement dated October 20, 1955, recorded in Volume 846, Page 30, Deed Records, Hidalgo County, Texas.

Right of Way Easement dated October 24, 1967, recorded in Volume 1195, Page 909, Deed Records, Hidalgo County, Texas.

Highway Right of Way Easement dated August 21, 1973, recorded in Volume 1377, Page 675, Deed Records, Hidalgo County, Texas.

Right of Way easement dated August 21, 1973, recorded in Volume 1378, Page 509, Deed Records, Hidalgo County, Texas.

Easement and/or other rights, if any, as set forth in Warranty Deed dated June 18, 1977, recorded in Volume 1535, Page 824, Deed Records, Hidalgo County, Texas.

Deed of Easement dated July 10, 2009, recorded under Clerk's File No. 2016222, Official Records, Hidalgo County, Texas.

Lien and other rights, if any, in favor of LOS NOVILLOS PROPERTY OWNERS ASSOCIATION to secure payment of assessments, as set forth in instrument dated February 17, 2006, recorded under Clerk's File No. 1580282, Official Records, Hidalgo County, Texas.

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Minimum floor elevation; fifty foot (50') minimum setback line along the front; fifteen foot (15') minimum setback line along the rear; fifteen foot (15') minimum setback line along the sides; fifteen foot (15') utility easement along the North, East and West sides; fifteen foot (15') utility and access easement along the South side; thirty foot (30') drainage easement being the S30' of N45' ; as per map or plat recorded in Volume 49, Page 10-14, Map Records, Hidalgo County, Texas.

Taxes for the year 2013 and subsequent years.

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and 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 forever, except as to the reservations from, and exceptions to conveyance and warranty herein contained.

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.

KCJC REAL ESTATE PARTNERSHIP, LTD.,
A TEXAS LIMITED PARTNERSHIP

BY: KCJC I, INC., A TEXAS CORPORATION,
Its General Partner

BY: _____
JOSE M. GUERRA, PRESIDENT

(Acknowledgment)
State of Texas §
County of Hidalgo §

This instrument was acknowledged before me on the 19th of January, 2013, by JOSE M. GUERRA, PRESIDENT of KCJC I, INC., A TEXAS CORPORATION, on behalf of said corporation, and the corporation acknowledged this instrument as General Partner, on behalf of KCJC REAL ESTATE PARTNERSHIP, LTD., A TEXAS LIMITED PARTNERSHIP.

NORMA L CANO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-28-2014

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
JUAN VEGA and wife, ELIZABETH VEGA
2809 Quail Avenue
McAllen, Texas 78504

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 783077;NLC:bc

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-12467

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		Existing System
	Date Approved:	1 1	5/30/13

Septics

Name: Florentino Martinez

Address: 2414 Clence Ln
Edinburg TX
78542

Phone: 956 343 4229

Water Supplier: NAWS

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

Account/ESI No.: 217702-002.

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Rio Bravo Ranch 3 Lot 14,

on ~~5 30~~, 20 13, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 04/07/08);

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

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; 5/30/13 (verified by Ruben Hernandez);

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; 5/30/13 (verified by Ruben Hernandez);

NO electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Maria Cerda);

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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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: 4-12467

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: Florentino Martinez

Address: 21414 Chence Ln
Edinburg TX 78543

Phone: 956 342 1829

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

Rio Bravo Ranch 3 Lot # 14

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X [signature] 5-30-13.
Requesting Party (Signature) 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:

06/04/13
Date

[signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12467
May. 30, 2013

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

R2930-03-000-0014-00

[1] OWNER: MARTINEZ, FLORENTINO & LOREN
ALGARATE
21414 CHACE LN.
EDINBURG, TX. 78542
Telephone No. 343-4229

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
RIO BRAVO RANCH #3 LOT 14

LOCATION: 0 M. CRISTO & SKINNER

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 40' FINISH FLOOR OF ELEV.
18" FROM STREET.

Prepared by — Date: 5/30/13

Approved by — Date: 5/30/13

Signature of Owner or Applicant — Date: 5-30-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $60.00

Light [X] Water [X]

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

Community No.: 0350

Certification of Elevation Required: ____ YES ____ NO ____ BFE ✓

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

[NOTICE]

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

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

2303111

WARRANTY DEED WITH VENDOR'S LIEN

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

Date: April 17, 2012

Grantor: Hidalgo Affordable Housing, LTD.

Grantor's Mailing Address (including county):
5711 North 10th Street
McAllen, Texas 78504
Hidalgo County, Texas

Grantee: Florentino Martinez and Lorena Algarate

Grantee's Mailing Address (including county):
P.O. Box 762
San Juan, TX 78589
Hidalgo County

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of **Twenty Nine Thousand Dollars and 00/100 (29,000.00)** and is executed by Grantee, payable to the order of William A. Schwarz. The note is secured by a vendor's lien retained in favor of William A. Schwarz. in this deed and by a deed of trust of even date from Grantee to David Crook, Trustee.

Property (including any improvements):

Lot 14, Rio Bravo Ranch, No. 3, Hidalgo County, Texas as per the map or plat thereof on file and of record in Volume 55 , Page 37-40 , Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Mineral reservations and conveyances of record.

2. Easements of record.

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

05/24/2013 13:55 PM

Deed of Trust filed of record as instrument number 1826954, Official Records, Hidalgo County, Texas to secure Texas State Bank in the payment of a Real Estate Lien Note in the principal amount of $524,197.12 which, including any extensions thereof, Grantor agrees to pay as and when same becomes due and payable. If Grantee should pay the Vendor's Lien Note described herein in full, Grantor shall procure a Partial Release of such lien.

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

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

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

WILLIAM A. SCHWARZ, President:
B&MJLLC. LTD, General Partner

(Acknowledgment)

State of Texas §
§
County of Hidalgo §

This instrument was acknowledged before me on the 17th day of April 2012 , by WILLIAM A. SCHWARZ, President

LAWRENCE ARTHUR LYON
Notary Public
STATE OF TEXAS
My Comm. Exp. Nov. 10, 2014

Notary Public, State of Texas

05/24/2013 13:55 FAX 0002/0003

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-12324

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: Nuevo Days Trade Inc.

c/o Name: Michael Pavon

Address: 3209 La Puerta Ave
McAllen TX
78542

Phone: 956 460 0286

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer connected
Date Approved:	/ /	6/4/13

Water Supplier: SLWSC.

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

Account/ESI No.: 231674/

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: La Puerta Subdivision Lot 2R.,

on 30/May, 2013, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 08/10/06);

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

yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 5/30/13 Rubén Lucio Jr.);

no individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 5/30/13 Rubén Lucio);

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

Flor D. Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Edinburg, Texas 78542
956-318-2840
956-318-2844

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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: 4-1232-4

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

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

PARTY MAKING REQUEST: Alamo Days Trade Inc.

C/O Name: Michael Pavon

Address: 3209 La Puerta Ave
McAllen Tx 78542

Phone: 956 460 0286

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

Lot 26 La Puerta Sud.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Alamo Days Trade Inc.

C/O [signature]
Requesting Party (Signature)

30 / March / 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:

4/04/13
Date

[signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12324
Apr. 22, 2013

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

L1770-01-000-0026-00

[1] OWNER: CAMINO REAL BUILDERS

4116 NIGHTSHADE AVE.
MCALLEN, TX. 78504
Telephone No. 992-9501

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

[5] SIZE OF STRUCTURE: 2,726 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LA PUERTA LOT #26

LOCATION: 0 17 1/2 & ROOTH RD

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

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

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 25' SIDE 6'
REAR 15' . 18" ABOVE CNTRL OF ST

Adan Alexander — Prepared by — 4-22-13 — Date

Ruby Reos — Approved by — 4-22-13 — Date

Signature of Owner or Applicant — 22/Apr/13 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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

Community No.: 480339

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

Lot 26 La Puerta

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE 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.

State Bar of Texas Form
SPECIAL WARRANTY DEED

DATE: May 17, 2013

GRANTOR: LONE STAR NATIONAL BANK
GRANTOR'S MAILING ADDRESS (including county): 520 E. Nolana, McAllen, Hidalgo County, Texas 78504

GRANTEE: ALAMO DAYS TRADE INC. DBA CAMINO REAL BUILDERS
GRANTEE'S MAILING ADDRESS (including county): 4116 Nightshade Ave., McAllen, Hidalgo County, Texas 78504

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

PROPERTY:
All of Lots 26, LA PUERTA SUBDIVISION PHASE I, Hidalgo County, Texas, according to the map recorded in Volume 51, Pages 62-67, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

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

The property is sold as is, and with all faults. Grantor makes no representations or warranties whatsoever, either express or implied or statutory, relating to the property or any portion thereof, or its condition, including without limitation, any representation or warranty described in Exhibit "B" attached hereto and made a part hereof for all purposes.

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

LONE STAR NATIONAL BANK

BY: _____

NAME: David Deanda

ITS: President

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 24th day of May, 2012 by David Deaton Jr., President of LONE STAR NATIONAL BANK, a national banking association, on behalf of said association.

Notary Public, State of Texas
Notary's Printed Name: Veronica Cantu
Commission Expires: 2/18/17

VERONICA CANTU
My Commission Expires
February 18, 2013

VERONICA CANTU
My Commission Expires
February 18, 2017

AFTER RECORDING RETURN TO:
Mr. Michael Pavon
Alamo Days Trade, Inc.
4116 Nightshade Ave.
McAllen, Texas 78504

PREPARED IN THE OFFICE OF:
Law Office of Michael J. Daley, PLLC
1801 S. 2nd St., Suite 370
McAllen, Texas 78503
(112-5762)

EXHIBIT "A"

Annual maintenance charge and/or current assessments as set forth in instrument dated August 25, 2006, filed August 25, 2006 under Document Number 2006-1656038, Official Records, Hidalgo County, Texas.

Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1 and easements and restrictions as shown on the map of the above described subdivision.

Minimum floor elevations, setback lines, easements and restrictions as shown on the map of La Puerta Subdivision Phase 1, recorded in Volume 51, Pages 62 thru 67, Map Records of Hidalgo County, Texas.

Easement and right of way in favor of Magic Valley Electric Cooperative, Inc., a Texas Corporation as shown by instrument dated July 15, 1982, recorded in Volume 1792, Page 240, Deed Records of Hidalgo County, Texas. Said easement was conveyed unto South Texas Electric Cooperative, Inc., by instrument dated July 10, 2009, filed July 14, 2009 under Document Number 2009-2016222, Official Records of Hidalgo County, Texas.

Easement and right of way in favor of Magic Valley Electric Cooperative, Inc., a Texas Corporation as shown by instrument dated July 15, 1982, recorded in Volume 1792, Page 240, Deed Records of Hidalgo County, Texas. (Covers Lots 2 thru 39 and 75 thru 168)

Mineral and/or royalty reservation contained in deed dated July 3, 1984, recorded in Volume 2006, Page 448, Official Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated November 22, 1996, filed November 25, 1996, under Document Number 564395, Official Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Hugh Kirkpatric, Individually and as Independent Executor of the Estate of Irene Moncrief Kirkpatrick, deceased, as Lessor, and Norman E. Graham, as Lessee,dated March 15, 1977, recorded in Volume 366, Page 283, Oil and Gas Records of Hidalgo County, Texas. Extension as shown by instrument field September 21, 1977, recorded under Document Number 28623, Oil and Gas Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Hidalgo County Water Control & Improvement District No. 1, as Lessor, and Norman E. Graham, d/b/a Norman E. Graham Oil & Gas Company, as Lessee, dated November 3, 1977, recorded in Volume 371, Page 705, Oil and Gas of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between James Thomas Glenn, Jr. and wife, Shirley Ann Glenn, as Lessor, and J.M. Huber Corporation,, as Lessee, dated March 31, 1981, recorded in Volume 404, Page 342, Oil and Gas Records of Hidalgo County, Texas.

Water Service Agreement in favor of Sharyland Water Supply Corporation as shown by instrument dated March 21, 2006, filed March 24, 2006 under Document Number 2006-1594175, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in instrument executed by Hidalgo County Irrigation District No One, dated August 4, 2008, filed August 12, 2008 under Document Number 2008-1918208, Official Records of Hidalgo Hidalgo County, Texas.

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

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

Restrictive covenants dated August 25, 2006, filed August 25, 2006, under Document Number 2006-1656038 and amendment dated May 11, 2010, filed June 8, 2010 under Document Number 2010-2109516, Official Records and Volume 51, Pages 62 thru 67, Map Records of Hidalgo County, Texas.

Taxes for the year 2013 and subsequent years which Grantee herein assumes and agrees to pay.

MEMBER FDIC

Lone Star National Bank™

April 15, 2013

To whom it may concern,

Lone Star National Bank has contracted to sell Lot 26 La Puerta Subdivision to Alamo Days Trade Inc. We have no objection to Mr. Michael Pavon acquiring building permits for the said property and would appreciate any courtesies extended to him.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

Jessica Peña

Jessica Pena
Assistant Vice President

For: Sameer N. Saxena
Executive Vice President &
Senior Lending Officer
(956)984-2872

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-10032

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		EXISTING Home
	Date Approved:	/ /	6 / 7 / 13

Name: Martin Galcia

Address: 1912 Bulreda circle

Edinburg, Tx. 78541

Phone: (956) 292-9413

Water Supplier: WACWS

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Rancho Nuevo Lot #31,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 04/10/79);

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

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; 6-3-13 (verified by _____);

No individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; 6-3-13 (verified by _____);

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

_____ _____ _____

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____ _____

Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
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Precinct No.3 Substation
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Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 3 4

Application No: 4-10032

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: Martin Garcia

Address: 1912 Barreda Circle
Edinburg, TX. 78541

Phone: (956) 292-9413

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

Rancho Nuevo Lot # 31

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 Martin Garcia
Requesting Party (Signature)

6-3-13
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:

06/04/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10032
Oct. 15, 2010

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

R1150-00-000-0031-00

[1] OWNER: GARCIA, MARTIN
LOT 31
1912 BARREDA CR.
EDINBURG, TX. 78541
Telephone No. 292-9413

[7] LEGAL DESC./NAME OF SUBDIVISION
RANCHO NUEVO LOT 31

[2] CONTRACTOR: SELF

LOCATION: 0 TERRY & MILE 17 1/2

[3] WATER SYSTEM: N AL

[8] SEWAGE: EXIST

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

[9] CONSTRUCTION TYPE: BLOC

[5] SIZE OF STRUCTURE: 160 Sq. Ft.

[10] EST. COST OF CONST.: $17,500

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MSUT COMPLY W/ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 15' SIDES 6'
MINIMUM FINISHED ELEV. 18" ABOVE NATURAL GROUND

Prepared by — Date: 10-15-10

Approved by — Date: 10-14-10

Signature of Owner or Applicant — Date: 10-15-10

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

General Warranty Deed

2085224

Date: March 17, 2010

Grantor: Maria Guadalupe Garcia

Grantor's Mailing Address:

Maria Guadalupe Garcia
1912 Barreda Cr.
Edinburg, Texas 78541
Hidalgo County

Grantee: Martin Garcia, Jr.

Grantee's Mailing Address:

Martin Garcia, Jr.
1912 Barreda Cr.
Edinburg, Texas 78541
Hidalgo County

Consideration:

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

Property (including any improvements):

Lot 31, Rancho Nuevo Subdivision, Hidalgo County, Texas, according to the map or plot thereof recorded in Volume 21, Page 38, Map Records of Hidalgo County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds

Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Maria Guadalupe Garcia

Maria Guadalupe Garcia

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on March 17, 2010, 2010, by Maria Guadalupe Garcia.

Miranda P

Notary Public, State of Texas

My commission expires: 9/21/2013

PREPARED IN THE OFFICE OF:

Law Office of Katherine G. Perez
107 N 10th Avenue
Edinburg, Texas 78541
Tel: (956) 381-1800
Fax: (956) 383-1155

NOTARY PUBLIC STATE OF TEXAS
Miranda Perez
My Commission Expires
09/21/2013

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
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956-318-2844

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956-968-4734
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: 4-1284-23

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Roberto Molina Cantu

Address: 6613 Northwind
Edinburg, TX 78542

Phone: (956) 239 4979

Water Supplier: N/A

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Evergreen Valley Est #3 L-57,

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-16-07);

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

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

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

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 4

Application No: 4-12473

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: Roberto Molina Canto

Address: 6613 Northwind
Edinburg, TX 78542

Phone: (956) 2394979

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

Evergreen Valley Est. #3 lot #57

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Roberto Canto Molina — Requesting Party (Signature)

6/2/08 — 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:

04/04/13 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12473
Jun. 3, 2013

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

E8250-03-000-0057-00

[1] OWNER: CANTU, ROBERTO MOLINA

3023 CASSIE ST.
EDINBURG, TX. 78539
Telephone No. 239-4979

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #3 L-57

LOCATION: 0 SKINNER & MILE 20

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

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

[5] SIZE OF STRUCTURE: 430 Sq. Ft.

[10] EST. COST OF CONST.: $170,000

[6] USE OF BUILDING: NEW-RESIDENTIAL

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-50' REAR-35'SIDES-6'

Prepared by — Date: 6-1-13

Approved by — Date: 5.15.13

Signature of Owner or Applicant — Date: 6/3/2013

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 0325-A

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

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

[NOTICE]

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

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

1829256

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: August 10, 2007

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

Grantee: Roberto Molina Cantu
Grantee's Phone Number: (956) 383-3264
Grantee's Mailing Address (including county):
3023 Cassie 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 Sixty-Three Thousand Nine Hundred Fifty & no/100's ($63,950.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 57, Evergreen Valley Estates, Phase III, as shown by the map or plat thereof recorded in Volume 52, Pages 135-144, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

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

12 The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;

13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase III, as shown on the plat thereof, recorded in Volume 52, Pages 135-144, Map records of Hidalgo County, Texas; and

14. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

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

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

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

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

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

Evergreen Valley Inc., a Texas Corporation

BY: _____
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 1st day of September 2007, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

_____
Notary Public, State of Texas

ROGELIO MONTERO
Notary Public, State of Texas
My Commission Expires
FEB. 21, 2011

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

RC

AI-38992 **5. A.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted By: Judy Newton, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
B3725.00.000.0008.00	Shin Holdings LLC	$3,639.39

BACKGROUND

Attachments

ComCourt06112013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:27 AM
Obdett Calzada	Obdett Calzada	06/04/2013 11:30 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

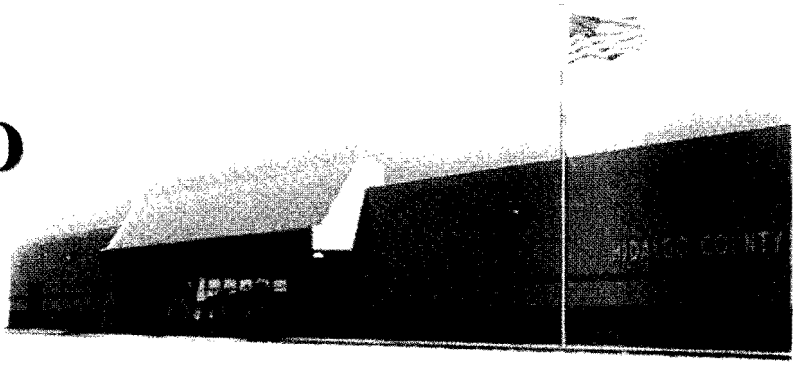
Form Started By: Judy Newton Started On: 05/29/2013 03:55 PM

Final Approval Date: 06/07/2013

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

May 29, 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

jn

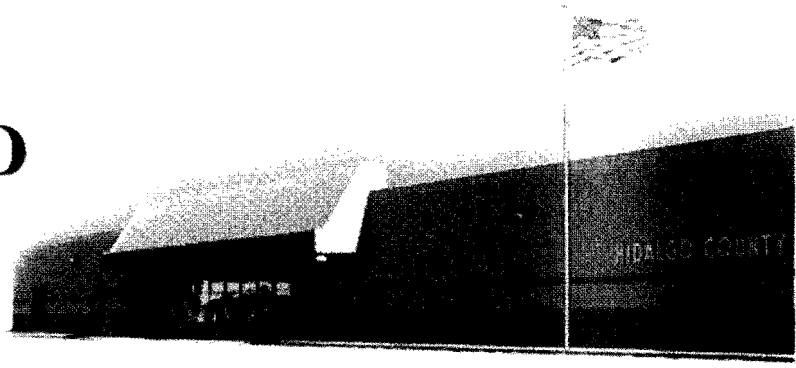
Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

ACCOUNT NUMBER	PAYER	AMOUNT
B3725.00.000.0008.00	Shin Holdings LLC	$3,639.39

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
SOUTH SIDE HOLDINGS LLC (PAID BY: SHIN HOLDINGS LLC)

Present mailing address *(number and street)*
P.O. BOX 4230

City, town or post office, state, ZIP code
MCALLEN, TX 78502

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): BOTELO INDUSTRIAL PARK LOT 8

Step 2: Describe the property

Address or location of property:

546696

Account number of property:

B3725.00.000.0008.00 OR 14090878

Tax receipt number:

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	2008	05/26 / 2009	$ 7,522.07	$ 3,639.39
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3,639.39

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER #C-0412-12-A

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature | Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-28-13

sign here — Authorized officer | Date 5/29/13

sign here — Collector(s) of taxing unit(s) for refund applications over *insert amount for which governing body approval is required under Section 31.11, Tax Code* | Date 5-20-13

5/20

AI-38998 **5. B.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted By: Judy Newton, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
E5400.00.019.0018.05	Chase	$6,418.59
F6350.04.000.0014.00	Corelogic/Loancare Servicing Center	$4,609.68

BACKGROUND

Attachments

ComCourt06112013(3)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:28 AM
Olga Garza	Olga Garza	06/06/2013 11:37 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

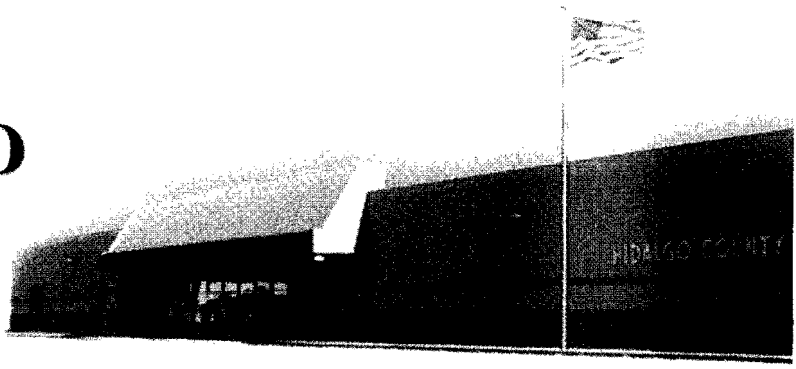
Form Started By: Judy Newton Started On: 05/29/2013 04:14 PM

Final Approval Date: 06/07/2013

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

May 29, 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

jn

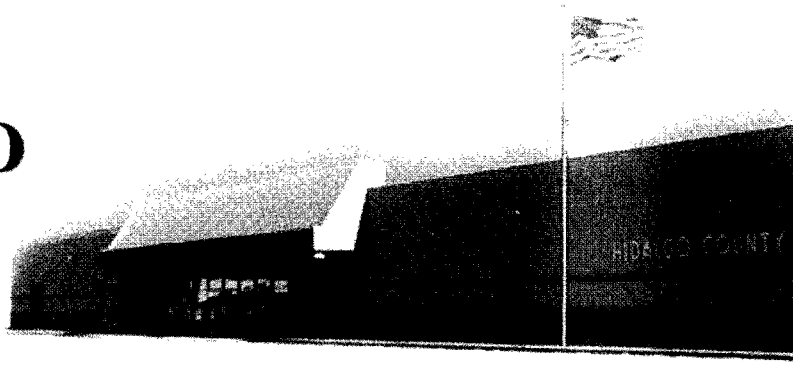
Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

ACCOUNT NUMBER	PAYER	AMOUNT
E5400.00.019.0018.05	Chase	$6,418.59
F6350.04.000.0014.00	Corelogic/Loancare Servicing Center	$4,609.68

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
GUERRERO JAVIER (PAID BY: CHASE 6302 E MLK BLVD SUITE 300 TAMPLA FL 33619)

Present mailing address *(number and street)*
PO BOX 557

City, town or post office, state, ZIP code	Phone *(area code and number)*
ELSA TX 78543-0557	813-371-0249 HEATHER HERNANDEZ-CHASE

Legal description (or attach copy of the tax bill or tax receipt): ELSA ORIGINAL TOWNSITE LOT 18 BLK 19

Step 2: Describe the property

0.0735

Address or location of property: 211 W RICKY CROSSLAND (2 ST)

553793

Account number of property: E5400.00.019.0018.05 OR Tax receipt number: 20970677

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	2011	05/31 / 2012	$ 2,797.90	$ 2,797.90
2.	2010	05/31 / 2012	$ 3,620.69	$ 3620.69
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 6,418.59

Taxpayer's reason for refund *(attach supporting documentation)*: PER CHASE THIS ACCT #553793

WAS PAID IN ERROR AND IS REQUESTING FULL MONIES BE REFUNDED

IN THE AMT OF $6,418.59 (CS)

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature: DSE Heather Hernandez — Date of application for tax refund: 4/18/13

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-21-13
5/28/13

sign here — Authorized official — Date: 5/28/13

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date: 4-29-13

5/16

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
RAMIREZ MARCO A PAID BY: CORELOGIC/LOANCARE SERVICING CENTER

Present mailing address *(number and street)*
600 CARDINAL AVE

City, town or post office, state, ZIP code	Phone *(area code and number)*
MCALLEN, TX 78504	

Legal description (or attach copy of the tax bill or tax receipt): FOX RUN #4 LOT 14 *

Step 2: Describe the property

FOX RUN #4 LOT 14 0.2291 LEGAL ACRES

Address or location of property: 600 CARDINAL AVE, MCALLEN, TX

544247 *

Account number of property:	Tax receipt number:
F6350.04.000.0014.00 *	OR 22104946

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 *	12-28 / 2012	$ 4609.68	$ 4609.68
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 4609.68 *

Taxpayer's reason for refund *(attach supporting documentation)*: CORELOGIC (LOANCARE SERVICING) PAID ON WRONG ACCT. CORRECT ACCT .#544236 UNDER NAME OF ERNESTO GARZA JR & TERESA Apply ↑

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."

sign here ➡ Signature Christopher A Pitt * Date of application for tax refund 5/8/13 *

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: Rm 5-23-13
J.C 5/28/13

sign here ➡ Authorized officer Date 5/29/13

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* Date 5-17-13 *

5/17

AI-38995 **5. C.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted By: Judy Newton, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
D3600.82.000.4251.00	Capital Star Oil & Gas Inc	$4,514.12
H0900.99.035.0011.11	Fred's Pharmacy	$5,669.71

BACKGROUND

Attachments

ComCourt06112013(2)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:27 AM
Obdett Calzada	Obdett Calzada	06/04/2013 11:32 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

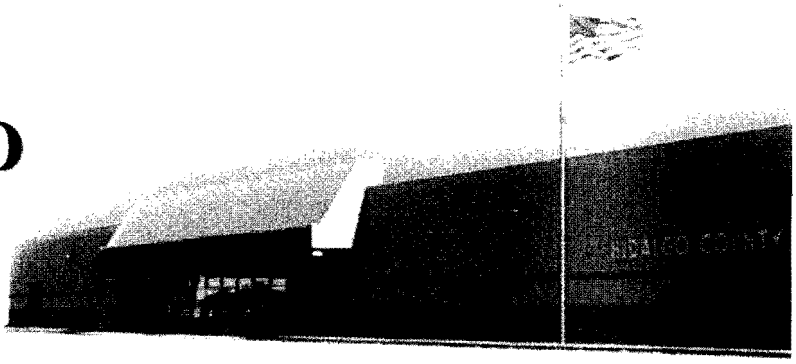
Form Started By: Judy Newton Started On: 05/29/2013 04:06 PM

Final Approval Date: 06/07/2013

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

May 29, 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.

Pablo (Paul) Villarreal, Jr., RTA

jn

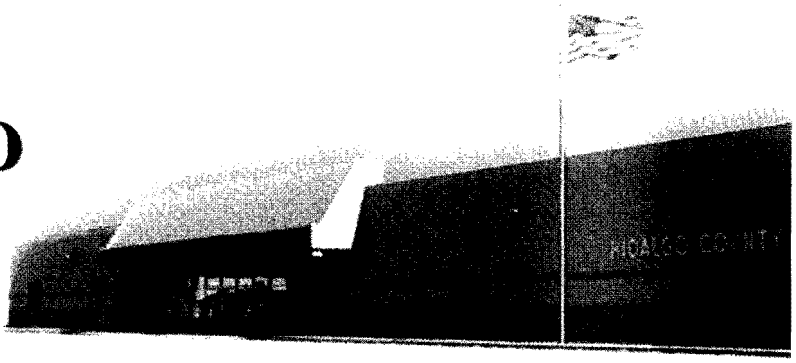
Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

ACCOUNT NUMBER	PAYER	AMOUNT
D3600.82.000.4251.00	Capital Star Oil & Gas Inc	$4,514.12
H0900.99.035.0011.11	Fred's Pharmacy	$5,669.71

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
CAPITAL STAR OIL & GAS INC

Present mailing address *(number and street)*
P O BOX 460241

City, town or post office, state, ZIP code	Phone *(area code and number)*
HOUSTON, TX	

Legal description (or attach copy of the tax bill or tax receipt): D6300,CATLETT,CAPITAL STAR OIL & GAS, WI, 797712

Step 2: Describe the property

Address or location of property:

746889

Account number of property: D6300.82.000.4251.00 OR 22914775 Tax receipt number:

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	01-31 / 2013	$ 49369.00	$ 4514.12
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 4514.12

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

Apply to 822363 & 736784 ; Refund diff

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."

sign here ➡ Signature	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 ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: AM 5-21-13
5/29/13

sign here ➡ Authorized officer	Date 5/28/13
sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* Paul Tillard	Date 5-8-13

5/9

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
FRED'S PHARMACY/SANTOS GONZALEZ

Present mailing address *(number and street)*
2245 AUSTIN AVE

City, town or post office, state, ZIP code	Phone *(area code and number)*
MCALLEN, TX 78501	

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

Step 2: Describe the property

VEHICLES AT 2245 AUSTIN STREET/NEW ACCT 2001

Address or location of property: 2245 AUSTIN ST & 23RD ST

624820

Account number of property: H0900.99.035.0011.11

OR

Tax receipt number: 16254340/18315225/18335789/16500284

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	2009	05-07 / 2010	$ 287.08	$ 287.08
2. ALL ENTITIES	2009	01-31 / 2011	$ 8.61	$ 8.61
3. ALL ENTITIES	2009	03-14 / 2011	$ 2000.00	$ 2000.00
4. ALL ENTITIES	2009	08-31 / 2010	$ 3374.02	$ 3374.02
5. TOTAL		/	$	$ 5669.71

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."

sign here — Signature	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 ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-21-13
L.C 5/28/13

sign here — Authorized officer	Date
	5/28/13

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*	Date
Paul Gillum	5-08-13

<10

AI-38966 **6. A.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted For: Jaime E. Gonzalez Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defender's:
Approval to pay membership dues to the State Bar of Texas, in the total amount of $1,292.00 for the following:

Employee Name	Title	Amount
Jaime E. Gonzalez	Chief Public Defender	$235.00
Jose L. Bravo	1st Asst. Public Defender	$235.00
Gina Vela	Public Defender II	$68.00
Lawrence Esparza	Public Defender II	$235.00
Sofia Kamal	Public Defender II	$235.00
Christina L. Conway	Public Defender II	$68.00
Ruben Pena, Jr.	Public Defender II	$68.00
Jose A. Martinez, Jr.	Public Defender II	$148.00

With the authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Pending line item transfer on 6/4/13, Agenda Item #38805.
Requisition #237577

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-30-085-003-0-xxx

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

BUDGETARY IMPACT:

Pending Line Item tansfer of 6/4/13, Agenda Item #38805.
Requisition #237577

Attachments

Membership Dues

Affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:05 AM

Auditor's Office Monica Badillo 06/07/2013 05:22 PM

Form Started By: Patti Loya Started On: 05/28/2013 02:14 PM

Final Approval Date: 06/07/2013

DUES STATEMENT

The State Bar of Texas
2013–2014 Membership Statement

31753

A.I.# 38966

Read The Important Message at Right

MR. JAIME EDUARDO GONZALEZ
2043 CHANCE DR # 1
EDINBURG, TX 78539-2384

!! ATTENTION !!

Access to Justice (ATJ) Contribution Option

As requested by the Supreme Court of Texas, a suggested voluntary ATJ contribution of $150 has been included in your total amount due. *Please see* the enclosed letter from the Texas Supreme Court for more information. If you wish to become a member of the Champion of Justice Society, complete side two of the enclosed Change Form by bubbling in your society membership level.

Directions For Completing Your 2013–2014 Membership Form

STEP 1: Verify Membership Statement Information!

Please review your section membership(s) and demographic information on the reverse side of this form.

STEP 2: No Changes to Payment Amounts?

If you DO NOT need to make changes to your section membership(s), verify the dollar amounts reflected on line ❷ below. Read item ❸ below regarding the Access To Justice (ATJ) contribution. Check the box on line ❹ if you wish to opt-out of the ATJ contribution. Detach the original coupon below and remit with your payment in the return envelope provided.
DO NOT COPY – SEND ORIGINAL. DO NOT STAPLE OR TAPE. ⇒ SKIP TO STEP 4 ⇐

STEP 3: Changing Your Options?

If you need to make changes to your section membership(s) or the suggested ATJ amount, complete SIDE 2 of the enclosed Change Form. You must specify all sections to which you wish to subscribe (**including those you may already have and wish to keep**). Next, bubble in your Access to Justice (ATJ) contribution in the box provided. Total your new charges at the bottom of the Change Form and remit with payment in the envelope provided. DO NOT SEND BACK ANY PORTION OF THIS FORM UNLESS YOU HAVE UPDATES TO YOUR MEMBERSHIP INFORMATION ON THE REVERSE SIDE OF THIS FORM – SEND ONLY THE CHANGE FORM AND YOUR PAYMENT.

STEP 4: Updating Your Demographic Information?

If you need to make changes to your demographic information, complete SIDE 1 of the enclosed Change Form and RETURN IT IN THE ENCLOSED ENVELOPE ALONG WITH THE APPROPRIATE PAYMENT FORM COMPLETED FOR EITHER STEP 2 OR 3.

Detach Here

ALL PAYMENTS ARE DUE JUNE 1, 2013. (Penalty of 50% applies to membership dues RECEIVED after Aug. 31, 2013 or 100% after Nov. 30, 2013.)

Totals for MR. JAIME EDUARDO GONZALEZ (2013-2014)

DUE BY JUNE 1, 2013	
❶ **Required State Bar Dues for Fiscal 2013–2014**	$235.00
❷ Optional Section Membership Renewals	$0.00
TOTAL RENEWAL FEES	**$235.00**
❸ **Voluntary Access To Justice (ATJ) Contribution:** (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
❹ **Total State Bar Payment:** **Total Renewal Fees with ATJ contribution.....**	**$385.00**
Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution..... ❑	$235.00

❑ **I certify that if I am not in IOLTA compliance, I will update my status at www.teajf.org.**

Please do not write below this line.

Remit payment in the envelope provided.
See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

❑ Visa ❑ MasterCard

____/____/____/____

Credit Card Number

Expiration Date __/__

Signature

$

Amount Authorized

0132611 24036654 0 019357 0 038500 023500

Change of Address for MR. JAIME EDUARDO GONZALEZ

BarCard: 24036654

Bar-related mail is currently sent to: Home

Check here if you wish to change the preferred address that your mail is currently sent to. ☐

Office Mailing Address	Home Mailing Address
1615 CLOSNER, STE B EDINBURG, TX 78539	2043 CHANCE DR # 1 EDINBURG, TX 78539-2222

Company

Address 1

Address 2

City/St/Zip

Work Phone: (956) 292-7040 Ext.

Fax: (956) 292-7049

Email Address: jegonzalez64@yahoo.com

You have requested the State Bar to NOT disclose your personal information* to the public.

Home Phone:

Pursuant to Supreme Court Order, effective Oct. 6, 2008, members are mandated to notify the Bar of any change in their registered contact information within 30 days of such change. See Art. III Sec. 2A, State Bar Rules. *If you prefer to provide the above information online via our website, go to the Bar's homepage at www.texasbar.com. Select "My Bar Page" and login using your Bar Number and PIN or password. Select "Update My Profile" to edit your Contact Information.*

Detach Here

Demographic Information for MR. JAIME EDUARDO GONZALEZ

1. Your primary occupation: Government Lawyer
2. Number of attorneys in your law firm: 6 to 10
3. Areas of Practice used to notify you regarding upcoming TexasBarCLE activities:

Criminal

Payments mailed by Aug. 31 send to: State Bar of Texas, PO Box 149335, Austin, TX 78714-9335. Payments mailed after Aug. 31 send to: State Bar of Texas, Membership Dept., PO Box 12487, Austin, TX 78711-2487.

Membership Options for MR. JAIME EDUARDO GONZALEZ

4. Current State Bar section memberships that you may wish to renew:

Section Name	Annual Dues
None	

***$6.00 already included* in the amount of your membership dues goes toward funding the Bar Journal.**

**Texas Government Code Section 552.1176 allows members of the State Bar of Texas to restrict public access to certain personal information. This includes: home address, home telephone, electronic email address, social security number and date of birth.*

DUES STATEMENT

The State Bar of Texas
2013–2014 Membership Statement

64441

Read The Important Message at Right

MR. JOSE LUIS BRAVO
1228 S ORCHID ST
PHARR, TX 78577-6132

!! ATTENTION !!

Access to Justice (ATJ) Contribution Option

As requested by the Supreme Court of Texas, a suggested voluntary ATJ contribution of $150 has been included in your total amount due. *Please see* the enclosed letter from the Texas Supreme Court for more information. If you wish to become a member of the Champion of Justice Society, complete side two of the enclosed Change Form by bubbling in your society membership level.

Directions For Completing Your 2013–2014 Membership Form

STEP 1: Verify Membership Statement Information!

Please review your section membership(s) and demographic information on the reverse side of this form.

STEP 2: No Changes to Payment Amounts?

If you DO NOT need to make changes to your section membership(s), verify the dollar amounts reflected on line ❷ below. Read item ❸ below regarding the Access To Justice (ATJ) contribution. Check the box on line ❹ if you wish to opt-out of the ATJ contribution. Detach the original coupon below and remit with your payment in the return envelope provided.
DO NOT COPY – SEND ORIGINAL. DO NOT STAPLE OR TAPE. ⇒ SKIP TO STEP 4 ⇐

STEP 3: Changing Your Options?

If you need to make changes to your section membership(s) or the suggested ATJ amount, complete SIDE 2 of the enclosed Change Form. You must specify all sections to which you wish to subscribe (**including those you may already have and wish to keep**). Next, bubble in your Access to Justice (ATJ) contribution in the box provided. Total your new charges at the bottom of the Change Form and remit with payment in the envelope provided. DO NOT SEND BACK ANY PORTION OF THIS FORM UNLESS YOU HAVE UPDATES TO YOUR MEMBERSHIP INFORMATION ON THE REVERSE SIDE OF THIS FORM – SEND ONLY THE CHANGE FORM AND YOUR PAYMENT.

STEP 4: Updating Your Demographic Information?

If you need to make changes to your demographic information, complete SIDE 1 of the enclosed Change Form and RETURN IT IN THE ENCLOSED ENVELOPE ALONG WITH THE APPROPRIATE PAYMENT FORM COMPLETED FOR EITHER STEP 2 OR 3.

Detach Here

ALL PAYMENTS ARE DUE JUNE 1, 2013. (Penalty of 50% applies to membership dues RECEIVED after Aug. 31, 2013 or 100% after Nov. 30, 2013.)

Totals for MR. JOSE LUIS BRAVO (2013-2014)

DUE BY JUNE 1, 2013	
❶ **Required State Bar Dues for Fiscal 2013–2014**	$235.00
❷ Optional Section Membership Renewals	$0.00
TOTAL RENEWAL FEES	**$235.00**
❸ **Voluntary Access To Justice (ATJ) Contribution:** (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
❹ **Total State Bar Payment:**	
Total Renewal Fees with ATJ contribution.....	**$385.00**
Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution..... ❑	$235.00

❑ **I certify that if I am not in IOLTA compliance, I will update my status at www.teajf.org.**

Please do not write below this line.

Remit payment in the envelope provided.
See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

❑ Visa ❑ MasterCard

_ _ _ _ /_ _ _ _ /_ _ _ _ /_ _ _ _
Credit Card Number

Expiration Date _ _ /_ _

Signature

$ _____
Amount Authorized

0134738 24038781 0 020955 0 038500 023500

Change of Address for MR. JOSE LUIS BRAVO

BarCard: 24038781

Bar-related mail is currently sent to: Home

Check here if you wish to change the preferred address that your mail is currently sent to. ☐

Office Mailing Address	Home Mailing Address
100 N. CLOSNER, 5TH FLOOR EDINBURG, TX 78539	1228 S ORCHID ST PHARR, TX 78577-6132

Company

Address 1

Address 2

City/St/Zip

Work Phone: (956) 292-7040 Ext.

Fax: (956) 292-7049

Email Address: jbravo74@yahoo.com

You have requested the State Bar to NOT disclose your personal information* to the public.

Home Phone: (956) 279-5501

Pursuant to Supreme Court Order, effective Oct. 6, 2008, members are mandated to notify the Bar of any change in their registered contact information within 30 days of such change. See Art. III Sec. 2A, State Bar Rules. *If you prefer to provide the above information online via our website, go to the Bar's homepage at www.texasbar.com. Select "My Bar Page" and login using your Bar Number and PIN or password. Select "Update My Profile" to edit your Contact Information.*

Detach Here

Demographic Information for MR. JOSE LUIS BRAVO

1. Your primary occupation: Government Lawyer
2. Number of attorneys in your law firm: 6 to 10
3. Areas of Practice used to notify you regarding upcoming TexasBarCLE activities:

Criminal

Payments mailed by Aug. 31 send to: State Bar of Texas, PO Box 149335, Austin, TX 78714-9335. Payments mailed after Aug. 31 send to: State Bar of Texas, Membership Dept., PO Box 12487, Austin, TX 78711-2487.

Membership Options for MR. JOSE LUIS BRAVO

4. Current State Bar section memberships that you may wish to renew:

Section Name	Annual Dues
None	

$6.00 already included in the amount of your membership dues goes toward funding the Bar Journal.

**Texas Government Code Section 552.1176 allows members of the State Bar of Texas to restrict public access to certain personal information. This includes: home address, home telephone, electronic email address, social security number and date of birth.*

DUES STATEMENT

The State Bar of Texas
2013–2014 Membership Statement

64411

Read The Important Message at Right

MS. GINA VELA
PO BOX 247
PROGRESO, TX 78579-0247

!! ATTENTION !!

Access to Justice (ATJ) Contribution Option

As requested by the Supreme Court of Texas, a suggested voluntary ATJ contribution of $150 has been included in your total amount due. Please see the enclosed letter from the Texas Supreme Court for more information. If you wish to become a member of the Champion of Justice Society, complete side two of the enclosed Change Form by bubbling in your society membership level.

Directions For Completing Your 2013–2014 Membership Form

STEP 1: Verify Membership Statement Information!

Please review your section membership(s) and demographic information on the reverse side of this form.

STEP 2: No Changes to Payment Amounts?

If you DO NOT need to make changes to your section membership(s), verify the dollar amounts reflected on line ❷ below. Read item ❸ below regarding the Access To Justice (ATJ) contribution. Check the box on line ❹ if you wish to opt-out of the ATJ contribution. Detach the original coupon below and remit with your payment in the return envelope provided.
DO NOT COPY – SEND ORIGINAL. DO NOT STAPLE OR TAPE. ⇒ SKIP TO STEP 4 ⇐

STEP 3: Changing Your Options?

If you need to make changes to your section membership(s) or the suggested ATJ amount, complete SIDE 2 of the enclosed Change Form. You must specify all sections to which you wish to subscribe (**including those you may already have and wish to keep**). Next, bubble in your Access to Justice (ATJ) contribution in the box provided. Total your new charges at the bottom of the Change Form and remit with payment in the envelope provided. DO NOT SEND BACK ANY PORTION OF THIS FORM UNLESS YOU HAVE UPDATES TO YOUR MEMBERSHIP INFORMATION ON THE REVERSE SIDE OF THIS FORM – SEND ONLY THE CHANGE FORM AND YOUR PAYMENT.

STEP 4: Updating Your Demographic Information?

If you need to make changes to your demographic information, complete SIDE 1 of the enclosed Change Form and RETURN IT IN THE ENCLOSED ENVELOPE ALONG WITH THE APPROPRIATE PAYMENT FORM COMPLETED FOR EITHER STEP 2 OR 3.

Detach Here

ALL PAYMENTS ARE DUE JUNE 1, 2013. (Penalty of 50% applies to membership dues RECEIVED after Aug. 31, 2013 or 100% after Nov. 30, 2013.)

Totals for MS. GINA VELA (2013-2014)

DUE BY JUNE 1, 2013	
❶ **Required State Bar Dues for Fiscal 2013–2014**	$68.00
❷ Optional Section Membership Renewals	$0.00
TOTAL RENEWAL FEES	**$68.00**
❸ **Voluntary Access To Justice (ATJ) Contribution:** (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
❹ **Total State Bar Payment:**	
Total Renewal Fees with ATJ contribution.....	**$218.00**
Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution..... ❑	$68.00

❑ **I certify that if I am not in IOLTA compliance, I will update my status at www.teajf.org.**

Please do not write below this line.

Remit payment in the envelope provided.
See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

❑ Visa ❑ MasterCard

_ _ _ _ /_ _ _ _ /_ _ _ _ /_ _ _ _
Credit Card Number
Expiration Date _ _ /_ _

Signature

$
Amount Authorized

0178231 24079511 0 052866 0 021800 006800

Change of Address for MS. GINA VELA

BarCard: 24079511

Bar-related mail is currently sent to: Home

Check here if you wish to change the preferred address that your mail is currently sent to. ☑

Office Mailing Address	Home Mailing Address
	PO BOX 247 PROGRESO, TX 78579-0247

Company: H.C. Public Defender's
Address 1: 100 N. CLOSNER - 5th FLOOR
Address 2:
City/St/Zip: Edinburg, TX 78539
Work Phone: (956) 874-9588 Ext. 5434
Home Phone:
Fax: 292-7040
Email Address: ginav85@aol.com ✓ gina.vela@co.hidalgo.tx.us

You have requested the State Bar to NOT disclose your personal information* to the public.

Pursuant to Supreme Court Order, effective Oct. 6, 2008, members are mandated to notify the Bar of any change in their registered contact information within 30 days of such change. See Art. III Sec. 2A, State Bar Rules. *If you prefer to provide the above information online via our website, go to the Bar's homepage at www.texasbar.com. Select "My Bar Page" and login using your Bar Number and PIN or password. Select "Update My Profile" to edit your Contact Information.*

Detach Here

Demographic Information for MS. GINA VELA

1. Your primary occupation: Unspecified
2. Number of attorneys in your law firm: Unspecified
3. Areas of Practice used to notify you regarding upcoming TexasBarCLE activities:

Payments mailed by Aug. 31 send to: State Bar of Texas, PO Box 149335, Austin, TX 78714-9335. Payments mailed after Aug. 31 send to: State Bar of Texas, Membership Dept., PO Box 12487, Austin, TX 78711-2487.

Membership Options for MS. GINA VELA

4. Current State Bar section memberships that you may wish to renew:

Section Name	Annual Dues
None	

$6.00 already included in the amount of your membership dues goes toward funding the Bar Journal.

**Texas Government Code Section 552.1176 allows members of the State Bar of Texas to restrict public access to certain personal information. This includes: home address, home telephone, electronic email address, social security number and date of birth.*

DUES STATEMENT

The State Bar of Texas
2013–2014 Membership Statement

31754

Read The Important Message at Right

MR. LAWRENCE ESPARZA
HIDALGO COUNTY PUBLIC DEFENSER'S OFFICE
100 N. CLOSNER, 5TH FLOOR
EDINBURG, TX 78539-3523

!! ATTENTION !!

Access to Justice (ATJ) Contribution Option

As requested by the Supreme Court of Texas, a suggested voluntary ATJ contribution of $150 has been included in your total amount due. Please see the enclosed letter from the Texas Supreme Court for more information. If you wish to become a member of the Champion of Justice Society, complete side two of the enclosed Change Form by bubbling in your society membership level.

Directions For Completing Your 2013–2014 Membership Form

STEP 1: Verify Membership Statement Information!

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STEP 2: No Changes to Payment Amounts?

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DO NOT COPY – SEND ORIGINAL. DO NOT STAPLE OR TAPE. ⇒ SKIP TO STEP 4 ⇐

STEP 3: Changing Your Options?

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STEP 4: Updating Your Demographic Information?

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Detach Here

ALL PAYMENTS ARE DUE JUNE 1, 2013. (Penalty of 50% applies to membership dues RECEIVED after Aug. 31, 2013 or 100% after Nov. 30, 2013.)

Totals for MR. LAWRENCE ESPARZA (2013-2014)

DUE BY JUNE 1, 2013	
❶ **Required State Bar Dues for Fiscal 2013–2014**	$235.00
❷ Optional Section Membership Renewals	$0.00
TOTAL RENEWAL FEES	**$235.00**
❸ **Voluntary Access To Justice (ATJ) Contribution:** (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
❹ **Total State Bar Payment:**	
Total Renewal Fees with ATJ contribution.....	**$385.00**
Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution.....	☑ $235.00

❑ **I certify that if I am not in IOLTA compliance, I will update my status at www.teajf.org.**

Please do not write below this line.

Remit payment in the envelope provided.
See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

❑ Visa ❑ MasterCard

_ _ _ _ /_ _ _ _ /_ _ _ _ /_ _ _ _

Credit Card Number

Expiration Date _ _ /_ _

Signature

$

Amount Authorized

0132490 24036533 0 019233 0 038500 023500

Change of Address for MR. LAWRENCE ESPARZA

BarCard: 24036533

Bar-related mail is currently sent to: Office

Check here if you wish to change the preferred address that your mail is currently sent to. ☐

Office Mailing Address	Home Mailing Address
HIDALGO COUNTY PUBLIC DEFENSER'S OFFICE 100 N. CLOSNER, 5TH FLOOR EDINBURG, TX 78539-8544	
Company	You have requested the State Bar to NOT disclose your personal information* to the public.
Address 1	
Address 2	
City/St/Zip	
Work Phone: (956) 292-7040 Ext.	Home Phone:
Fax: (956) 292-7049	
Email Address: larry.esparza@co.hidalgo.tx.us	

Pursuant to Supreme Court Order, effective Oct. 6, 2008, members are mandated to notify the Bar of any change in their registered contact information within 30 days of such change. See Art. III Sec. 2A, State Bar Rules. *If you prefer to provide the above information online via our website, go to the Bar's homepage at www.texasbar.com. Select "My Bar Page" and login using your Bar Number and PIN or password. Select "Update My Profile" to edit your Contact Information.*

Detach Here

Demographic Information for MR. LAWRENCE ESPARZA

1. Your primary occupation: Government Lawyer
2. Number of attorneys in your law firm: 6 to 10
3. Areas of Practice used to notify you regarding upcoming TexasBarCLE activities:

Consumer, Criminal, Family

Payments mailed by Aug. 31 send to: State Bar of Texas, PO Box 149335, Austin, TX 78714-9335. Payments mailed after Aug. 31 send to: State Bar of Texas, Membership Dept., PO Box 12487, Austin, TX 78711-2487.

Membership Options for MR. LAWRENCE ESPARZA

4. Current State Bar section memberships that you may wish to renew:

Section Name	Annual Dues
None	

$6.00 already included in the amount of your membership dues goes toward funding the Bar Journal.

Texas Government Code Section 552.1176 allows members of the State Bar of Texas to restrict public access to certain personal information. This includes: home address, home telephone, electronic email address, social security number and date of birth.

DUES STATEMENT

The State Bar of Texas
2013–2014 Membership Statement

31735

Read The Important Message at Right

MS. SOFIA KAMAL
HIDALGO CO. PUBLIC DEFENDER'S OFFICE
100 N. CLOSNER BLVD. 5TH FLOOR
EDINBURG, TX 78539-3523

!! ATTENTION !!

Access to Justice (ATJ) Contribution Option

As requested by the Supreme Court of Texas, a suggested voluntary ATJ contribution of $150 has been included in your total amount due. Please see the enclosed letter from the Texas Supreme Court for more information. If you wish to become a member of the Champion of Justice Society, complete side two of the enclosed Change Form by bubbling in your society membership level.

Directions For Completing Your 2013–2014 Membership Form

STEP 1: Verify Membership Statement Information!

Please review your section membership(s) and demographic information on the reverse side of this form.

STEP 2: No Changes to Payment Amounts?

If you DO NOT need to make changes to your section membership(s), verify the dollar amounts reflected on line ❷ below. Read item ❸ below regarding the Access To Justice (ATJ) contribution. Check the box on line ❹ if you wish to opt-out of the ATJ contribution. Detach the original coupon below and remit with your payment in the return envelope provided.
DO NOT COPY – SEND ORIGINAL. DO NOT STAPLE OR TAPE. ⇒ SKIP TO STEP 4 ⇐

STEP 3: Changing Your Options?

If you need to make changes to your section membership(s) or the suggested ATJ amount, complete SIDE 2 of the enclosed Change Form. You must specify all sections to which you wish to subscribe (**including those you may already have and wish to keep**). Next, bubble in your Access to Justice (ATJ) contribution in the box provided. Total your new charges at the bottom of the Change Form and remit with payment in the envelope provided. DO NOT SEND BACK ANY PORTION OF THIS FORM UNLESS YOU HAVE UPDATES TO YOUR MEMBERSHIP INFORMATION ON THE REVERSE SIDE OF THIS FORM – SEND ONLY THE CHANGE FORM AND YOUR PAYMENT.

STEP 4: Updating Your Demographic Information?

If you need to make changes to your demographic information, complete SIDE 1 of the enclosed Change Form and RETURN IT IN THE ENCLOSED ENVELOPE ALONG WITH THE APPROPRIATE PAYMENT FORM COMPLETED FOR EITHER STEP 2 OR 3.

Detach Here

ALL PAYMENTS ARE DUE JUNE 1, 2013. (Penalty of 50% applies to membership dues RECEIVED after Aug. 31, 2013 or 100% after Nov. 30, 2013.)

Totals for MS. SOFIA KAMAL (2013-2014)

DUE BY JUNE 1, 2013	
❶ **Required State Bar Dues for Fiscal 2013–2014**	$235.00
❷ Optional Section Membership Renewals	$20.00
TOTAL RENEWAL FEES	**$255.00**
❸ **Voluntary Access To Justice (ATJ) Contribution:** (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
❹ **Total State Bar Payment:**	
Total Renewal Fees with ATJ contribution.....	**$405.00**
Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution.....	❑ $255.00

❑ **I certify that if I am not in IOLTA compliance, I will update my status at www.teajf.org.**

Please do not write below this line.

Remit payment in the envelope provided.
See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

❑ Visa ❑ MasterCard

_ _ _ _ /_ _ _ _ /_ _ _ _ /_ _ _ _
Credit Card Number
Expiration Date _ _ /_ _

Signature

$
Amount Authorized

0139703 24043746 0 024577 0 040500 025500

BarCard: 24043746

Change of Address for MS. SOFIA KAMAL

Bar-related mail is currently sent to: Office

Check here if you wish to change the preferred address that your mail is currently sent to. ☐

Office Mailing Address	Home Mailing Address
HIDALGO CO. PUBLIC DEFENDER'S OFFICE 100 N. CLOSNER BLVD, 5TH FLOOR EDINBURG, TX 78539	509 E. CARDINAL AVE. MCALLEN, TX 78504

Company

Address 1

Address 2

City/St/Zip

Work Phone: (956) 292-7040 Ext.

Fax: (956) 292-7049

Email Address: sofia.kamal@co.hidalgo.tx.us

You have requested the State Bar to NOT disclose your personal information* to the public.

Home Phone:

Pursuant to Supreme Court Order, effective Oct. 6, 2008, members are mandated to notify the Bar of any change in their registered contact information within 30 days of such change. See Art. III Sec. 2A, State Bar Rules. *If you prefer to provide the above information online via our website, go to the Bar's homepage at www.texasbar.com. Select "My Bar Page" and login using your Bar Number and PIN or password. Select "Update My Profile" to edit your Contact Information.*

Detach Here

Demographic Information for MS. SOFIA KAMAL

1. Your primary occupation: Government Lawyer
2. Number of attorneys in your law firm: 6 to 10
3. Areas of Practice used to notify you regarding upcoming TexasBarCLE activities:

Criminal

Payments mailed by Aug. 31 send to: State Bar of Texas, PO Box 149335, Austin, TX 78714-9335. Payments mailed after Aug. 31 send to: State Bar of Texas, Membership Dept., PO Box 12487, Austin, TX 78711-2487.

Membership Options for MS. SOFIA KAMAL

4. Current State Bar section memberships that you may wish to renew:

Section Name	Annual Dues
Government Law	$20.00

$6.00 already included in the amount of your membership dues goes toward funding the Bar Journal.

Texas Government Code Section 552.1176 allows members of the State Bar of Texas to restrict public access to certain personal information. This includes: home address, home telephone, electronic email address, social security number and date of birth.

DUES STATEMENT

The State Bar of Texas
2013–2014 Membership Statement

64395

Read The Important Message at Right

CHRISTINA LEE CONWAY
107 S. AGUIRRE ST.
RIO GRANDE CITY, TX 78582-4809

!! ATTENTION !!

Access to Justice (ATJ) Contribution Option

As requested by the Supreme Court of Texas, a suggested voluntary ATJ contribution of $150 has been included in your total amount due. Please see the enclosed letter from the Texas Supreme Court for more information. If you wish to become a member of the Champion of Justice Society, complete side two of the enclosed Change Form by bubbling in your society membership level.

Directions For Completing Your 2013–2014 Membership Form

STEP 1: Verify Membership Statement Information!

Please review your section membership(s) and demographic information on the reverse side of this form.

STEP 2: No Changes to Payment Amounts?

If you DO NOT need to make changes to your section membership(s), verify the dollar amounts reflected on line ❷ below. Read item ❸ below regarding the Access To Justice (ATJ) contribution. Check the box on line ❹ if you wish to opt-out of the ATJ contribution. Detach the original coupon below and remit with your payment in the return envelope provided.
DO NOT COPY – SEND ORIGINAL. DO NOT STAPLE OR TAPE. ⇒ SKIP TO STEP 4 ⇐

STEP 3: Changing Your Options?

If you need to make changes to your section membership(s) or the suggested ATJ amount, complete SIDE 2 of the enclosed Change Form. You must specify all sections to which you wish to subscribe (**including those you may already have and wish to keep**). Next, bubble in your Access to Justice (ATJ) contribution in the box provided. Total your new charges at the bottom of the Change Form and remit with payment in the envelope provided. DO NOT SEND BACK ANY PORTION OF THIS FORM UNLESS YOU HAVE UPDATES TO YOUR MEMBERSHIP INFORMATION ON THE REVERSE SIDE OF THIS FORM – SEND ONLY THE CHANGE FORM AND YOUR PAYMENT.

STEP 4: Updating Your Demographic Information?

If you need to make changes to your demographic information, complete SIDE 1 of the enclosed Change Form and RETURN IT IN THE ENCLOSED ENVELOPE ALONG WITH THE APPROPRIATE PAYMENT FORM COMPLETED FOR EITHER STEP 2 OR 3.

Detach Here

ALL PAYMENTS ARE DUE JUNE 1, 2013. (Penalty of 50% applies to membership dues RECEIVED after Aug. 31, 2013 or 100% after Nov. 30, 2013.)

Totals for CHRISTINA LEE CONWAY (2013-2014)

DUE BY JUNE 1, 2013

❶	**Required State Bar Dues for Fiscal 2013–2014**	$68.00
❷	Optional Section Membership Renewals	$0.00
	TOTAL RENEWAL FEES	**$68.00**
❸	**Voluntary Access To Justice (ATJ) Contribution:** (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
❹	**Total State Bar Payment:**	
	Total Renewal Fees with ATJ contribution.....	**$218.00**
	Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution..... ❑	$68.00

❑ **I certify that if I am not in IOLTA compliance, I will update my status at www.teajf.org.**

Please do not write below this line.

Remit payment in the envelope provided.
See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

❑ Visa ❑ MasterCard

_ _ _ _ /_ _ _ _ /_ _ _ _ /_ _ _ _
Credit Card Number
Expiration Date _ _ /_ _

Signature

$
Amount Authorized

0161172 24062493 0 039090 0 021800 006800

Change of Address for CHRISTINA LEE CONWAY

BarCard: 24062493

Bar-related mail is currently sent to: Home

Check here if you wish to change the preferred address that your mail is currently sent to. ☐

Office Mailing Address	Home Mailing Address
	107 S. AGUIRRE ST. RIO GRANDE CITY, TX 78582

Company: Hidalgo County Public Defenders Office
Address 1: 100 N. Closner, 5th Floor
Address 2:
City/St/Zip: Edinburg, TX 78539
Work Phone: (956) 292-7040 Ext.
Fax: (956) 292-7049
Email Address: christinaleeconway@gmail.com

You have requested the State Bar to NOT disclose your personal information* to the public.

Home Phone: (956) 735-1455

Pursuant to Supreme Court Order, effective Oct. 6, 2008, members are mandated to notify the Bar of any change in their registered contact information within 30 days of such change. See Art. III Sec. 2A, State Bar Rules. *If you prefer to provide the above information online via our website, go to the Bar's homepage at www.texasbar.com. Select "My Bar Page" and login using your Bar Number and PIN or password. Select "Update My Profile" to edit your Contact Information.*

Detach Here

Demographic Information for CHRISTINA LEE CONWAY

1. Your primary occupation: Government Lawyer
2. Number of attorneys in your law firm: Unspecified
3. Areas of Practice used to notify you regarding upcoming TexasBarCLE activities:

Payments mailed by Aug. 31 send to: State Bar of Texas, PO Box 149335, Austin, TX 78714-9335. Payments mailed after Aug. 31 send to: State Bar of Texas, Membership Dept., PO Box 12487, Austin, TX 78711-2487.

Membership Options for CHRISTINA LEE CONWAY

4. Current State Bar section memberships that you may wish to renew:

Section Name	Annual Dues
None	

$6.00 already included in the amount of your membership dues goes toward funding the Bar Journal.

**Texas Government Code Section 552.1176 allows members of the State Bar of Texas to restrict public access to certain personal information. This includes: home address, home telephone, electronic email address, social security number and date of birth.*

DUES STATEMENT

The State Bar of Texas
2013–2014 Membership Statement

64437

Read The Important Message at Right

RUBEN PENA, JR.
1213 E MAURER ST
PHARR, TX 78577-6129

!! ATTENTION !!

Access to Justice (ATJ) Contribution Option

As requested by the Supreme Court of Texas, a suggested voluntary ATJ contribution of $150 has been included in your total amount due. Please see the enclosed letter from the *Texas Supreme Court* for more information. If you wish to become a member of the Champion of Justice Society, complete side two of the enclosed Change Form by bubbling in your society membership level.

Directions For Completing Your 2013–2014 Membership Form

STEP 1: Verify Membership Statement Information!

Please review your section membership(s) and demographic information on the reverse side of this form.

STEP 2: No Changes to Payment Amounts?

If you DO NOT need to make changes to your section membership(s), verify the dollar amounts reflected on line ❷ below. Read item ❸ below regarding the Access To Justice (ATJ) contribution. Check the box on line ❹ if you wish to opt-out of the ATJ contribution. Detach the original coupon below and remit with your payment in the return envelope provided.
DO NOT COPY – SEND ORIGINAL. DO NOT STAPLE OR TAPE. ⇒ SKIP TO STEP 4 ⇐

STEP 3: Changing Your Options?

If you need to make changes to your section membership(s) or the suggested ATJ amount, complete SIDE 2 of the enclosed Change Form. You must specify all sections to which you wish to subscribe (**including those you may already have and wish to keep**). Next, bubble in your Access to Justice (ATJ) contribution in the box provided. Total your new charges at the bottom of the Change Form and remit with payment in the envelope provided. DO NOT SEND BACK ANY PORTION OF THIS FORM UNLESS YOU HAVE UPDATES TO YOUR MEMBERSHIP INFORMATION ON THE REVERSE SIDE OF THIS FORM – SEND ONLY THE CHANGE FORM AND YOUR PAYMENT.

STEP 4: Updating Your Demographic Information?

If you need to make changes to your demographic information, complete SIDE 1 of the enclosed Change Form and RETURN IT IN THE ENCLOSED ENVELOPE ALONG WITH THE APPROPRIATE PAYMENT FORM COMPLETED FOR EITHER STEP 2 OR 3.

Detach Here

ALL PAYMENTS ARE DUE JUNE 1, 2013. (Penalty of 50% applies to membership dues RECEIVED after Aug. 31, 2013 or 100% after Nov. 30, 2013.)

Totals for RUBEN PENA, JR. (2013-2014)

DUE BY JUNE 1, 2013	
❶ **Required State Bar Dues for Fiscal 2013–2014**	$68.00
❷ Optional Section Membership Renewals	$0.00
TOTAL RENEWAL FEES	**$68.00**
❸ **Voluntary Access To Justice (ATJ) Contribution:** (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
❹ **Total State Bar Payment:**	
Total Renewal Fees with ATJ contribution.....	**$218.00**
Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution..... ❑	$68.00

❑ **I certify that if I am not in IOLTA compliance, I will update my status at www.teajf.org.**

Please do not write below this line.

Remit payment in the envelope provided.
See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

❑ Visa ❑ MasterCard

_ _ _ _ /_ _ _ _ /_ _ _ _ /_ _ _ _

Credit Card Number

Expiration Date _ _ /_ _

Signature

$

Amount Authorized

0171594 24072893 0 047348 0 021800 006800

Change of Address for RUBEN PENA, JR.

BarCard: 24072893

Bar-related mail is currently sent to: Home

Check here if you wish to change the preferred address that your mail is currently sent to. ☐

Office Mailing Address	Home Mailing Address
3409 N 10TH ST MCALLEN, TX 78501	1213 E MAURER ST PHARR, TX 78577-6129

Company

Address 1

Address 2

City/St/Zip

Work Phone: (956) 687-6294 Ext.

Fax: (956) 687-5514

Email Address: rubenpenajr@kinglawfirm.com

You have requested the State Bar to NOT disclose your personal information* to the public.

Home Phone:

Pursuant to Supreme Court Order, effective Oct. 6, 2008, members are mandated to notify the Bar of any change in their registered contact information within 30 days of such change. See Art. III Sec. 2A, State Bar Rules. *If you prefer to provide the above information online via our website, go to the Bar's homepage at www.texasbar.com. Select "My Bar Page" and login using your Bar Number and PIN or password. Select "Update My Profile" to edit your Contact Information.*

Detach Here

Demographic Information for RUBEN PENA, JR.

1. Your primary occupation: Government Lawyer
2. Number of attorneys in your law firm: 6 to 10
3. Areas of Practice used to notify you regarding upcoming TexasBarCLE activities:

Criminal

Payments mailed by Aug. 31 send to: State Bar of Texas, PO Box 149335, Austin, TX 78714-9335. Payments mailed after Aug. 31 send to: State Bar of Texas, Membership Dept., PO Box 12487, Austin, TX 78711-2487.

Membership Options for RUBEN PENA, JR.

4. Current State Bar section memberships that you may wish to renew:

Section Name	Annual Dues
None	

$6.00 already included in the amount of your membership dues goes toward funding the Bar Journal.

Texas Government Code Section 552.1176 allows members of the State Bar of Texas to restrict public access to certain personal information. This includes: home address, home telephone, electronic email address, social security number and date of birth.

DUES STATEMENT

The State Bar of Texas
2013–2014 Membership Statement

31699

Read The Important Message at Right

MR. JOSE ANGEL MARTINEZ, JR.
HIDALGO COUNTY PUBLIC DEFENDER'S OFFICE
100 N. CLOSNER, 5TH FLOOR
EDINBURG, TX 78539-3523

!! ATTENTION !!

Access to Justice (ATJ) Contribution Option

As requested by the Supreme Court of Texas, a suggested voluntary ATJ contribution of $150 has been included in your total amount due. Please see the enclosed letter from the Texas Supreme Court for more information. If you wish to become a member of the Champion of Justice Society, complete side two of the enclosed Change Form by bubbling in your society membership level.

Directions For Completing Your 2013–2014 Membership Form

STEP 1: Verify Membership Statement Information!

Please review your section membership(s) and demographic information on the reverse side of this form.

STEP 2: No Changes to Payment Amounts?

If you DO NOT need to make changes to your section membership(s), verify the dollar amounts reflected on line ❷ below. Read item ❸ below regarding the Access To Justice (ATJ) contribution. Check the box on line ❹ if you wish to opt-out of the ATJ contribution. Detach the original coupon below and remit with your payment in the return envelope provided.
DO NOT COPY – SEND ORIGINAL. DO NOT STAPLE OR TAPE. ⇒ SKIP TO STEP 4 ⇐

STEP 3: Changing Your Options?

If you need to make changes to your section membership(s) or the suggested ATJ amount, complete SIDE 2 of the enclosed Change Form. You must specify all sections to which you wish to subscribe (**including those you may already have and wish to keep**). Next, bubble in your Access to Justice (ATJ) contribution in the box provided. Total your new charges at the bottom of the Change Form and remit with payment in the envelope provided. DO NOT SEND BACK ANY PORTION OF THIS FORM UNLESS YOU HAVE UPDATES TO YOUR MEMBERSHIP INFORMATION ON THE REVERSE SIDE OF THIS FORM – SEND ONLY THE CHANGE FORM AND YOUR PAYMENT.

STEP 4: Updating Your Demographic Information?

If you need to make changes to your demographic information, complete SIDE 1 of the enclosed Change Form and RETURN IT IN THE ENCLOSED ENVELOPE ALONG WITH THE APPROPRIATE PAYMENT FORM COMPLETED FOR EITHER STEP 2 OR 3.

Detach Here

ALL PAYMENTS ARE DUE JUNE 1, 2013. (Penalty of 50% applies to membership dues RECEIVED after Aug. 31, 2013 or 100% after Nov. 30, 2013.)

Totals for MR. JOSE ANGEL MARTINEZ, JR. (2013-2014)

DUE BY JUNE 1, 2013	
❶ **Required State Bar Dues for Fiscal 2013–2014**	$148.00
❷ Optional Section Membership Renewals	$0.00
TOTAL RENEWAL FEES	**$148.00**
❸ **Voluntary Access To Justice (ATJ) Contribution:** (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
❹ **Total State Bar Payment:**	
Total Renewal Fees with ATJ contribution.....	**$298.00**
Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution..... ❑	$148.00

❑ **I certify that if I am not in IOLTA compliance, I will update my status at www.teajf.org.**

Please do not write below this line.

Remit payment in the envelope provided.
See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

❑ Visa ❑ MasterCard

_ _ _ _ /_ _ _ _ /_ _ _ _ /_ _ _ _

Credit Card Number

Expiration Date _ _ /_ _

Signature

$

Amount Authorized

0166428 24067743 0 043029 0 029800 014800

Change of Address for MR. JOSE ANGEL MARTINEZ, JR.

BarCard: 24067743

Bar-related mail is currently sent to: Office

Check here if you wish to change the preferred address that your mail is currently sent to. ☐

Office Mailing Address	Home Mailing Address
HIDALGO COUNTY PUBLIC DEFENDER'S OFFICE 100 N. CLOSNER, 5TH FLOOR EDINBURG, TX 78539	1349 S. COLORADO AVE. MERCEDES, TX 78570
Company	You have requested the State Bar to NOT disclose your personal information* to the public.
Address 1	
Address 2	
City/St/Zip	
Work Phone: (956) 292-7040 Ext.	Home Phone:
Fax: (956) 292-7049	
Email Address: jose.martinez@co.hidalgo.tx.us	

Pursuant to Supreme Court Order, effective Oct. 6, 2008, members are mandated to notify the Bar of any change in their registered contact information within 30 days of such change. See Art. III Sec. 2A, State Bar Rules. *If you prefer to provide the above information online via our website, go to the Bar's homepage at www.texasbar.com. Select "My Bar Page" and login using your Bar Number and PIN or password. Select "Update My Profile" to edit your Contact Information.*

Detach Here

Demographic Information for MR. JOSE ANGEL MARTINEZ, JR.

1. Your primary occupation: Private Practice Lawyer
2. Number of attorneys in your law firm: 1 (Solo)
3. Areas of Practice used to notify you regarding upcoming TexasBarCLE activities:

Payments mailed by Aug. 31 send to: State Bar of Texas, PO Box 149335, Austin, TX 78714-9335. Payments mailed after Aug. 31 send to: State Bar of Texas, Membership Dept., PO Box 12487, Austin, TX 78711-2487.

Membership Options for MR. JOSE ANGEL MARTINEZ, JR.

4. Current State Bar section memberships that you may wish to renew:

Section Name	Annual Dues
None	

$6.00 already included in the amount of your membership dues goes toward funding the Bar Journal.

Texas Government Code Section 552.1176 allows members of the State Bar of Texas to restrict public access to certain personal information. This includes: home address, home telephone, electronic email address, social security number and date of birth.

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Jaime Eduardo Gonzalez , do hereby state that membership in the The State Bar of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that The State Bar of Texas is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 5/28/2013
TITLE: Chief Public Defender

Before me Patricia G. Loya, a Notary Public, appeared Jaime E. Gonzalez and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) PATRICIA G LOYA Notary Public STATE OF TEXAS My Comm. Exp. 03-26-2016

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

TO THE COUNTY AUDITOR
APPROVAL OF DEPARTMENT OF VOLUNTEER SERVICES
TO ASSOCIATIONS OTHER THAN THE REGULAR ASSOCIATIONS OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Juana Guerra Gonzalez, do hereby state that as managing in the Tax State Bar of Texas and have to be part to the association, serve to accomplish one or more of the following County purposes:

[ ] To provide electronically regulated [illegible] professional [illegible]
[X] To obtain continuing education [illegible] [illegible] [illegible]
[X] To promote the [illegible] or organization's [illegible], services, and activities in order to maintain/gain professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conferences
- Award Programs
- Representation
- Technical Inquiry Services

FOR SUCH SERVICES ASSOCIATIONS ONLY

I further state that the Tax State Bar of Texas is a statewide association with a minimum membership of [illegible] percent of eligible political subdivisions

SIGNATURE: _____ DATE: 12/2/2019

TITLE: Chief Public Defender

Sworn and subscribed before me, a Notary Public, appeared Juana Guerra Gonzalez on the [illegible] day of December, 2019 and stated that the same is true and correct to the best of my knowledge.

PATRICIA G LOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-25-2019

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO DISTRIBUTE DOCUMENT: LOCAL GOVT CODE
AUTHORITY TO PAY MEMBERSHIP DUES: LOCAL GOV CODE

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Jose Luis Bravo, do hereby state that membership in the The State Bar of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that The State Bar of Texas is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Jose Bravo DATE: 5/28/2013
TITLE: 1st Assistant Public Defender

Before me Patricia G. Loya, a Notary Public, appeared Jose Luis Bravo, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) PATRICIA G LOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-26-2016

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

PATRICIA G LOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-26-2016

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Gina Vela, do hereby state that membership in the The State Bar of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that The State Bar of Texas is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Gina Vela DATE: 5/28/2013
TITLE: Public Defender II

Before me Patricia G. Loya, a Notary Public, appeared Gina Vela, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) PATRICIA G LOYA Notary Public STATE OF TEXAS My Comm. Exp. 03-26-2016

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

PATRICIA E LOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-25-2018

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Lawrence Esparza , do hereby state that membership in the The State Bar of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that The State Bar of Texas is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 5/28/2013
TITLE: Public Defender II

Before me Patricia G. Loya a Notary Public, appeared Lawrence Esparza and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

PATRICIA G LOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-26-2016

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Sofia Kamal , do hereby state that membership in the The State Bar of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that The State Bar of Texas is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Sofia Kamal DATE: 5/28/2013
TITLE: Public Defender II

Before me Patricia G. Loya, a Notary Public, appeared Sofia Kamal, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

PATRICIA G LOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-26-2016

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

STATE OF TEXAS
COUNTY OF HARRIS

I, [illegible], do hereby state that I am a member in the [illegible] and have done so for the purpose of the following County purposes:

- [illegible]
- [illegible]
- [illegible]
- Annual Conventions
- [illegible]
- [illegible]
- [illegible]

I further state that [illegible] is a suitable association with a [illegible] membership of at least 20 persons of similar political beliefs.

SIGNATURE [illegible] DATE [illegible]

[illegible]

Sworn to and subscribed before me, a Notary Public, appeared [illegible] on this day of [illegible] and stated that the facts set forth in the above affidavit to be true and correct in every respect.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PATRICIA S LOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-26-2016

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Christina Lee Conway, do hereby state that membership in the The State Bar of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that The State Bar of Texas is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 5/28/2013
TITLE: Public Defender II

Before me Patricia G. Loya, a Notary Public, appeared Christina Lee Conway and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

PATRICIA G LOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-26-2016

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

TO THE COUNTY JUDGE
AFFIDAVIT FOR PAYMENT OF MOTHERHOOD ROSES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

STATE OF TEXAS
COUNTY OF MEDINA

I, Virginia Lee Conway, do hereby claim that membership in the The Texas Republican Club is to be paid to the association, claim to accomplish one or more of the following Chapter purposes:

- [ ] To obtain assistance in training for local government officials;
- [ ] To obtain membership services, programs, publications, a library or certification;
- [X] To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on development related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Program
  - Representation
  - Technical Advisory Council

PURPOSE OF ASSOCIATION DUES

I hereby state that The Texas Republican Club is a statewide association with a mission of membership of at least 25 persons for a legitimate political subdivision.

SIGNATURE: _____ DATE: 8/29/2013

TITLE: Precinct Chairman

Before me, Patricia G Loya, a Notary Public, appeared Virginia Lee Conway, on his/her own oath declared and stated that the facts set forth in the above affidavit to be true and correct to the best of his/her knowledge.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

PATRICIA G LOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-25-2015

AUTHORITY TO PAY MEMBERSHIP DUES OUT OF PUBLIC FUNDS
Chapter 176, Local Government Code

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Ruben Pena, Jr., do hereby state that membership in the The State Bar of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that The State Bar of Texas is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 5/28/2013
TITLE: Public Defender II

Before me Patricia G. Loya, a Notary Public, appeared Ruben Pena, Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) PATRICIA G LOYA Notary Public STATE OF TEXAS My Comm. Exp. 03-26-2016

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

PATRICIA S LOVE
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-25-2018

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Jose Angel Martinez, Jr. , do hereby state that membership in the The State Bar of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that The State Bar of Texas is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Jose A Martinez DATE: 5/28/2013
TITLE: Public Defender II

Before me Patricia G. Loya, a Notary Public, appeared Jose Angel Martinez, Jr. and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) PATRICIA G LOYA Notary Public STATE OF TEXAS My Comm. Exp. 03-26-2016

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

TO THE SECURITY ASSOCIATION
APPLICATION FOR PROPERTY OF WORKERSHIP BOARD
TO ASSIST ORGANIZATIONS OTHER THAN THE TEXAS ASSOCIATION OF HOUSTON

THE STATE OF TEXAS
COUNTY OF HARRIS

I, Jose Angel Mendoza, Jr., do hereby state that is necessary in the performance of [illegible] and duties to me said to the association serve in accomplishing one or more of the following purposes:

- [ ] To have a continuing professional development by professional association.
- [x] To obtain a continuing education necessary to maintain a license in Texas.
- [ ] To provide a association or organizations employees continued training to maintain professional skills and keep up-to-date on developments related to the [illegible] industry and/or association.

- Associations
- Foundations
- Training
- Annual Conference
- Annual Program
- Membership
- Technical Industry Services

FOR CITY SERVICE ASSOCIATIONS ONLY

I believe that The City Bar of Texas is a charitable association who's activities meet/exceed the [illegible] of eligible political subdivisions.

SIGNATURE: _____ DATE: 2/4/2015

TITLE: Administrator

Before me, Patricia G Loya, a Notary Public appeared Jose Angel Mendoza and [illegible] to be the person whose name is subscribed and stated that the facts as set forth in the above affidavit to be true and [illegible] herein stated.

PATRICIA G LOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-25-2016

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

[illegible]

AI-38976 **6. B.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted For: Martin Cantu Constable Pct. 2 Submitted By: Roxanne De La Cruz, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. 2:
Requesting approval to pay membership dues to the Justice of the Peace and Constables Association in the total amount of $515.00 (Req. #237731), with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor for the follwing employees: Constable Martin Cantu, Chief Deputy Armando Campos, Constable Clerk Roxanna De la Cruz, Jose Hinojosa, Deputies: Carlos Elizondo, Roberto Perez, Fernando Gaitan, Senaida Alonzo, Juan Arenas, Leonel Vecchio, Leobardo Ortiz, Javier Rodriguez, Ramiro Martinez, and Jamie Puente.

BACKGROUND

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 through req. # 237731.

Attachments

JCPA Memberships

Requisition

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:10 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Roxanne De La Cruz Started On: 05/29/2013 09:46 AM

Final Approval Date: 06/07/2013

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
P.O. Box 623
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
jp4_163@yahoo.com

Last Name: Cantu First Martin MI: N Title: Constable

County: Hidalgo Precinct: 2 Place: N/A

Office Address: 300 W. Hall Acres Suite E

City: Pharr State: TX Zip: 78577

Office Phone #: (956) 784-3510 Office Fax #: (956) 784-8687

Email Address: Martin.Cantu@co.hidalgo.TX.US Association District Number: ___

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ✓

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
P.O. Box 623
Devine, Texas 78016

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Marlon N. Cantu, do hereby state that membership in the JPCA, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

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

SIGNATURE: Marlon N Cantu
TITLE: Constable
DATE: 5-14-13

Before me Carlos Elizondo, a Notary Public, appeared Marlon N. Cantu, and on his/~~her~~ oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
CARLOS R. ELIZONDO JR
My Commission Expires
05/11/2017

Carlos R. Elizondo Jr.
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
P.O. Box 623
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
jp4_163@yahoo.com

Last Name: Campos First Armando MI: ___ Title: Chief Deputy

County: Hidalgo Precinct: 2 Place: N/A

Office Address: 300 W. Hall Acres Suite E

City: Pharr State: Tx. Zip: 78577

Office Phone #: (956) 784-3510 Office Fax #: (956) 785-8687

Email Address: armando.campos@co.hidalgo.tx.us Association District Number: ___

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ✓

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
P.O. Box 623
Devine, Texas 78016

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Armando Campos do hereby state that membership in the JPCA, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

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

SIGNATURE: _____ DATE: 5/14/13
TITLE: chief deputy

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

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
CARLOS R. ELIZONDO JR
My Commission Expires
05/11/2017

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
P.O. Box 623
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
jp4_163@yahoo.com

Last Name: De la Cruz First Roxanna MI: Title: Adm Asst. II

County: Hidalgo Precinct: 2 Place: N/A

Office Address: 300 West Hall Acres, Ste. E

City: Pharr State: Tx. Zip: 78577

Office Phone #: (956) 784-3510 Office Fax #: (956) 785-8687

Email Address: roxanna.delacruz@co.hidalgo.tx.us Association District Number:

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ✓

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
P.O. Box 623
Devine, Texas 78016

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Roxanna DelaCruz, do hereby state that membership in the JPCA, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

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

SIGNATURE: _____ DATE: 05/15/2013
TITLE: Adm. Asst. II

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

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
CARLOS R. ELIZONDO JR
My Commission Expires
05/11/2017

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
P.O. Box 623
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
jp4_163@yahoo.com

Last Name: Hinojosa First Jose MI: L. Title: Administrative Assistant I

County: Hidalgo Precinct: 2 Place: _____

Office Address: 300 W. Hall Acres Rd

City: Pharr State: TX Zip: 78577

Office Phone #: (956) 784-3510 Office Fax #: (956) 784-8687

Email Address: Jose-hinojosa@co-hidalgo.tx.us Association District Number: ___

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ✓

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
P.O. Box 623
Devine, Texas 78016

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Jose L. Hinojosa, do hereby state that membership in the JPCA, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

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

SIGNATURE: Jose L Hinojosa
TITLE: Administrative Assistant.

DATE: 5/15/13

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

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
CARLOS R. ELIZONDO JR
My Commission Expires
05/11/2017

Carlos R. Elizondo Jr.
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
P.O. Box 623
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
jp4_163@yahoo.com

Last Name: Elizondo First Carlos MI: ___ Title: Deputy

County: Hidalgo Precinct: 2 Place: ___

Office Address: 300 W. Hall Acres suite E

City: Pharr State: Tx Zip: 78577

Office Phone #: (956) 784-3510 Office Fax #: (956) 784-8687

Email Address: Carlos.elizonda@co.hidalgo.Tx.us Association District Number: ___

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
P.O. Box 623
Devine, Texas 78016

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Carlos Elizondo, do hereby state that membership in the JPCA, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

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

SIGNATURE: Carlos Elizondo
TITLE: Deputy
DATE: 5/14/13

Before me JUAN ARENAS, a Notary Public, appeared CARLOS ELIZONDO, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

JUAN ARENAS
Notary Public, State of Texas
My Commission Expires
APRIL 05, 2017

Juan Arenas
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
P.O. Box 623
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
jp4_163@yahoo.com

Last Name: Perez First Roberto MI: C. Title: Deputy Constable

County: Hidalgo Precinct: two Place: _____

Office Address: 300 West Hall Acres Ste E

City: Pharr State: Tx Zip: 78577

Office Phone #: (956) 784 Office Fax #: (956) 784-8687

Email Address: robert.perez@co.hidalgo.tx.us Association District Number: ___

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
P.O. Box 623
Devine, Texas 78016

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, roberto perez, do hereby state that membership in the JPCA, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

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

SIGNATURE: roberto perez
TITLE: Deputy Constable

DATE: 05/15/2013

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

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
CARLOS R. ELIZONDO JR
My Commission Expires
05/11/2017

Carlos R Elizondo Jr
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
P.O. Box 623
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
jp4_163@yahoo.com

Last Name: Gaitan First Fernando MI: ___ Title: Deputy Constable

County: Hidalgo Precinct: 2 Place: 3

Office Address: 300 W. Hall Acres Ste E

City: Pharr State: TX Zip: 78577

Office Phone #: 956-784-3510 Office Fax #: 956-784-8687

Email Address: fernando.gaitan@co.hidalgo.tx.us Association District Number: ___

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ✓

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
P.O. Box 623
Devine, Texas 78016

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Fernando Gaitan do hereby state that membership in the JPCA, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

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

SIGNATURE: _____ DATE: 5-15-13
TITLE: Deputy Constable

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

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
CARLOS R. ELIZONDO JR
My Commission Expires
05/11/2017

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
P.O. Box 623
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
jp4_163@yahoo.com

Last Name: Alonzo First Jesusida (Sandy) MI: ___ Title: Deputy Constable

County: Hidalgo Precinct: 2 Place: ___

Office Address: 300 W. Hall Acres Suite E

City: Pharr State: TX Zip: 78577

Office Phone #: 956-784-3570 Office Fax #: 956-784-8687

Email Address: Sandy.Alonzo@co.Hidalgo.TX.US. Association District Number: ___

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ✓

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
P.O. Box 623
Devine, Texas 78016

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Senaida Alonzo, do hereby state that membership in the IPCA of Texas Inc. and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

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

SIGNATURE: Senaida Alonzo
TITLE: Deputy Constable

DATE: 5-15-13

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

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
CARLOS R. ELIZONDO JR
My Commission Expires
05/11/2017

Carlos R. Elizondo Jr.
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
P.O. Box 623
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
jp4_163@yahoo.com

Last Name: Arenas First Juan MI: ___ Title: DEPUTY CONST.

County: HIDALGO Precinct: 2 Place: —

Office Address: 300 W. HALL ACRES RD. STE. E

City: PHARR State: TX. Zip: 78577

Office Phone #: 956-784-3510 Office Fax #: 956-784-8687

Email Address: JUAN.ARENAS@CO.HIDALGO.TX.US. Association District Number: ___

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ✓

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
P.O. Box 623
Devine, Texas 78016

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Juan Arenas, do hereby state that membership in the JPCA, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

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

SIGNATURE: Juan Arenas
TITLE: Deputy Constable

DATE: 05-15-13

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

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
CARLOS R. ELIZONDO JR
My Commission Expires
05/11/2017

Carlos R. Elizondo Jr
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
P.O. Box 623
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
jp4_163@yahoo.com

Last Name: Vecchio First Leonel MI: R Title: Deputy

County: Hidalgo Precinct: 2 Place: _____

Office Address: 300 W. Hall Acres Suite E, 1

City: Pharr State: TX Zip: 78577

Office Phone #: 956-784-3510 Office Fax #: 956 784 8687

Email Address: Leonel.Vecchio@co.Hidalgo.TX.US Association District Number: ___

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
P.O. Box 623
Devine, Texas 78016

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Leonel R. Vecchio, do hereby state that membership in the JACA of Texas Inc, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

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

SIGNATURE: _____ DATE: 05-15-13
TITLE: Deputy Constable

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

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
CARLOS R. ELIZONDO JR
My Commission Expires
05/11/2017

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
P.O. Box 623
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
jp4_163@yahoo.com

Last Name: Ortiz First Leobardo MI: ___ Title: Deputy

County: Hidalgo Precinct: 2 Place: ___

Office Address: 300 W. Hall Acres Suite E

City: Pharr State: TX Zip: 78577

Office Phone #: 956-784-8687 Office Fax #: 784-8687

Email Address: leo.ortiz@co.hidalgo.tx.us Association District Number: ___

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ✓

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
P.O. Box 623
Devine, Texas 78016

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Leobardo Ortiz, do hereby state that membership in the IPCA, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

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

SIGNATURE: Leo Ortiz
TITLE: Deputy

DATE: 5/15/13

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

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
CARLOS R. ELIZONDO JR
My Commission Expires
05/11/2017

Carlos R. Elizondo Jr.
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
P.O. Box 623
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
jp4_163@yahoo.com

Last Name: RODRIGUEZ First JAVIER MI: ___ Title: DEPUTY

County: HIDALGO Precinct: 2 Place: —

Office Address: 300 WEST HALL ACRES ROAD SUITE E

City: PHARR State: TX Zip: 78577

Office Phone #: (956) 784-3510 Office Fax #: (956) 784-8687

Email Address: javier.rodriguez@co.hidalgo.tx.us Association District Number: ___

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
P.O. Box 623
Devine, Texas 78016

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, JAVIER RODRIGUEZ, do hereby state that membership in the JPCA, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

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

SIGNATURE: JAVIER RODRIGUEZ DATE: MAY 15th 2013
TITLE: DEPUTY

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

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
CARLOS R. ELIZONDO JR
My Commission Expires
05/11/2017

Carlos R. Elizondo Jr.
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
P.O. Box 623
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
jp4_163@yahoo.com

Last Name: Martinez First Ramiro MI: ___ Title: Deputy Constable

County: Hidalgo Precinct: 2 Place: ___

Office Address: 300 W. Hall Acres Rd Suit E

City: Pharr State: TX Zip: 78577

Office Phone #: 956-784-3510 Office Fax #: 956-784-8687

Email Address: ramiro.martinez2@co.hidalgo.tx.us Association District Number: ___

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ✓

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
P.O. Box 623
Devine, Texas 78016

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Ramiro Martinez, do hereby state that membership in the JPC A, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

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

SIGNATURE: #219
TITLE: Deputy Constable

DATE: 05-15-2013

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

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
CARLOS R. ELIZONDO JR
My Commission Expires
05/11/2017

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
P.O. Box 623
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
jp4_163@yahoo.com

Last Name: Puente First Jaime MI: ___ Title: Deputy Constable

County: Hidalgo Precinct: 2 Place: ___

Office Address: 300 W. Hall Acres Suite E

City: Pharr, State: Tx. Zip: 78577

Office Phone #: 956-784-3510 Office Fax #: 956-784-8687

Email Address: jaime.puente@co.hidalgo.tx.us Association District Number: ___

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ✓

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
P.O. Box 623
Devine, Texas 78016

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Jaime Puente, do hereby state that membership in the JPCA, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

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

SIGNATURE: _____ DATE: 5-15-13
TITLE: Deputy Constable

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

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
CARLOS R. ELIZONDO JR
My Commission Expires
05/11/2017

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

Requisition Inquiry - FOINQ01A 8/21/12 10:20 pm

Requisition No 00237731
Po No
Date Entered 05-30-2013
Status Needs Approval by CP2

Vendor JUSTICES OF THE PEACE AND CONSTABLES
Address ASSOCIATION OF TEXAS INC
P.O. BOX 623
DEVINE TX 78016

Owner RDELACRUZ

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	Constable Martin N. Cantu	60.0000	60.00
2	13	FOR ALL DEPUTIES	35.0000	455.00

Total **515.00**

Account Number	Description	Account Balance	Amount
3-1100-421-00-292-001-0-810	CONSTABLE PCT.2-DUES & MEMBERSHIPS	.00	515.00

AI-39035 **7. A.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Discussion, consideration and approval to process the City of Edinburg 2012 TIRZ payment in the amount of $80,012.83 pursuant to the interlocal agreement between the City of Edinburg, Hidalgo County, and Tax Increment Reinvestment Zone No. 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-311-11-000-000-0-000

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

BUDGETARY IMPACT:

Attachments

Interlocal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/31/2013 11:33 AM
Obdett Calzada	Obdett Calzada	06/07/2013 10:53 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Maria Medina Started On: 05/31/2013 11:25 AM

Final Approval Date: 06/07/2013

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the Parties (as defined below) hereby agree to the terms and conditions of this Agreement (as defined below).

I. PARTIES & INDEX

A. Parties

1. THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between the **CITY OF EDINBURG, TEXAS** (hereafter referred to as "CITY"), a Texas home-rule municipality, **HIDALGO COUNTY** (hereafter referred to as "COUNTY"), a political subdivision of the State of Texas, **REINVESTMENT ZONE NUMBER THREE, CITY OF EDINBURG, TEXAS,** a reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code, (hereafter referred to as the "ZONE", as hereafter defined) acting by and through its duly authorized Board of Directors, established to administer, manage, and/or operate the ZONE pursuant to Sections §311.009(b) and 311.010, Texas Tax Code ("ZONE BOARD") and **BURNS BROTHERS, LTD.** (hereafter referred to as "DEVELOPER") the developer and petitioner for creation of the Zone . Collectively, the CITY, COUNTY, ZONE, and DEVELOPER may be referred to as the "Parties". This Agreement is made pursuant to Chapter 791, Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of CITY, COUNTY, ZONE, and DEVELOPER in the "La Sienna" Project.

2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving all parties at least ten (10) days prior written notice.

CITY

Ramiro Garza
City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

With Copy to:

ZONE BOARD

Attention: Chairman
Reinvestment Zone Number Three, City of Edinburg, Texas
415 W. University Drive
Edinburg, Texas 78541

COUNTY

Ramon Garcia
Hidalgo County Judge
County of Hidalgo
P. O. Box 1356
Edinburg, Texas 78540

With Copy to:

HIDALGO COUNTY AUDITOR

Attention: Ray Eufracio, CPA
Re: City of Edinburg TIRZ #3
2808 South Business Hwy 281
Edinburg, Texas 78539

DEVELOPER

Burns Brothers, LTD.
3900 N 10th, Suite 1050
McAllen, TX 78501

B. Index

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the CITY, COUNTY, ZONE BOARD, and DEVELOPER hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

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C. Parts Incorporated

All of the above-described exhibits are hereby incorporated into this Agreement by this reference for all purposes.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

1. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) (which, with respect to the CITY, may include reimbursement of reasonable costs incurred by the Edinburg Economic Development Corporation in conducting administrative functions for the ZONE on behalf of the City) related to its agreement to participate in the development or administration of the ZONE, as described in this Agreement. These costs include, but are not limited to, costs and expenses for legal review and financial analysis related to the ZONE incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective but exclude financial or legal services incurred in any dispute arising under this Agreement with another Participating Taxing Entity or Participating Taxing Entities.
2. "Administrative Costs Cap" means the maximum amount of Administrative Costs that are reimburseable hereunder by a Participating Taxing Entity, except as provided in Section V.D.2. below. The Administrative Costs Cap for the CITY, during any fiscal year of the CITY is 5% of the CITY's total Tax Increment provided to the ZONE during the immediately preceding fiscal year. The Administrative Costs Cap for the COUNTY is

$5,000.00 per year during the term of the Zone commencing with the year in which Bonds are issued, as provided in Section IV.D.10 below, not to exceed an aggregate of $100,000 for the life of the ZONE.

3. "Agreement" means this Interlocal Agreement.
4. "Agreement Term" has the meaning set forth in Section VII.A. below.
5. "Available Tax Increment" shall mean the "Tax Increment," as defined below.
6. "Bonds" means any bonds issued with respect to the ZONE under Section 311.015 of the Texas Tax Code.
7. "Captured Appraised Value" means the captured appraised value of the ZONE, as defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time); e.g., the total appraised value in a given year of all real property taxable by a participating taxing entity and located in the ZONE for that year less the total appraised value of that property in 2008, the base year of the ZONE.
8. "CITY" has the meaning set forth in Section I.A.1 above, and includes its successors and assigns.
9. "CITY M&O Tax rate" means that portion of the ad valorem tax rate used by the CITY for Maintenance and Operation. The CITY M&O Tax Rate may be changed by the CITY during the term of the Zone. The CITY M&O Tax Rate for the year 2009 is 0.52.
10. "COUNTY" has the meaning set forth in Section I.A.1 above.
11. "COUNTY M&O Tax Rate" means that portion of the ad valorem tax rate used by the COUNTY for Maintenance and Operation. The COUNTY M&O Tax Rate may be changed by the COUNTY during the term of the Zone. The COUNTY M&O Tax Rate for the year 2009 is 0.5127.
12. "Economic Development Agreement" means the executed Development Agreement, effective as of June 17, 2008, among the CITY, COUNTY, DEVELOPER, and City of Edinburg, Texas Local Government Corporation.
13. "Financing Plan" means the Final Financing Plan for the ZONE as adopted by the ZONE BOARD on July 7, 2009, and approved by City Council of CITY on July 7, 2009, and attached hereto as Exhibit "A".
14. "Participating Taxing Entity" or "Participating Taxing Entities" means, singularly, a taxing unit participating in the ZONE, and collectively, two or more taxing units participating in the ZONE, and may include CITY and COUNTY.
15. "Parties" has the meaning given such term in Section I.A.1 above.
16. "Project" refers to the City of Edinburg Proposed Public Improvements identified in the Final Project Plan.
17. "Project Costs" means the items set forth and described in Section 311.002(1), Texas Tax Code that are included in the Project Plan for the Project. The Project Costs include, but are not limited to, public infrastructure improvements and related capital costs; including streets; streetlights; drainage; gas, water and sewer utilities; sidewalks; landscaping; and related facilities; railroad facilities; fencing; and rights-of-way.
18. "Project Plan" means the Final Project Plan for the ZONE as adopted by the Board of Directors of the ZONE on and approved by the City Council of the CITY on and attached hereto as Exhibit "A".
19. "Tax Increment" for a Participating Taxing Entity means the total amount of ad valorem taxes levied and collected each year by that Participating Taxing Entity each year on the Captured Appraised Value of taxable real property in the ZONE. Further, with respect to the COUNTY, this term shall be further limited to the total amount of ad valorem taxes levied and collected only on behalf of the COUNTY each year.
20. "Tax Increment Base" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the ZONE as of January 1, 2008, the year in which the ZONE was designated.

21. "Tax Increment Fund" means the tax increment fund created by the CITY for the deposit of Tax Increments for the ZONE, entitled "Reinvestment Zone Number Three, City of Edinburg, Texas Tax Increment Fund."
22. "Tax Increment Payment" means the amount of the Tax Increment that a Participating Taxing Entity is required to deposit annually into the Tax Increment Fund in accordance with this Agreement and the Project Plan.
23. The "term of the ZONE" has the meaning set forth in Section III.B below.
24. "ZONE" means Tax Increment Reinvestment Zone Number Three, City of Edinburg, Texas, created by the CITY over the Zone Area on November 18, 2008, by Ordinance No. 08-3323, as amended on December 2, 2008 by Ordinance No. 08-3325, description of which is contained in Exhibit "B", attached hereto.
25. "ZONE BOARD" has the meaning set forth in Section I.A.1 above.

III. BACKGROUND

A. The CITY, the COUNTY, the City of Edinburg, Texas Local Government Corporation, a nonprofit local government corporation created by the CITY), and DEVELOPER entered into the Economic Development Agreement, which set forth the rights and obligations of the parties relating to a mixed-use commercial and residential development being constructed by the DEVELOPER, which is commonly known as "La Sienna" or the "La Sienna Project."

B. A Resolution passed and approved by City Commission of CITY on September 16, 2008, expressed the CITY's intent to create a tax increment financing reinvestment zone to support revitalization activities for the ZONE, commonly known as "La Sienna" or the "La Sienna Project", pursuant to Chapter 311, Texas Tax Code. On November 18, 2008, the City Commission of CITY passed and approved Ordinance No. 08-3323, as amended by Ordinance No. 08-3325 approved by the City Commission of CITY on December 2, 2008, which created the ZONE. The ZONE will provide funding for public improvements within the ZONE. The ZONE is projected to terminate on December 31, 2037, unless earlier termination occurs under this Agreement (the "term of the ZONE").

C. The ZONE BOARD adopted the Project Plan on May 5, 2009. The CITY approved the Project Plan and Project Financing Plan on July 7, 2009. The CITY and the COUNTY agree to participate in the ZONE and to deposit their respective Tax Increment Payments to the Tax Increment Fund, in accordance with the terms, and in consideration for the agreements, set forth herein. The Tax Increment Fund was authorized by Ordinance No. 08-3323, as amended by Ordinance No. 08-3325, attached hereto as Exhibit "B." The COUNTY hereby acknowledges receipt of notice of the initial creation of the ZONE. The CITY represents and warrants that it complied with all legal requirements and notice requirements in the creation of the ZONE.

D. The Parties hereto agree that, other than Bonds or notes issued pursuant to §311.015 of the Texas Tax Code, no tax-supported public debt instrument will be issued by the City of Edinburg or the ZONE BOARD to finance any costs or improvements on the Project.

IV. RIGHTS AND OBLIGATIONS OF THE COUNTY

A. Tax Increment Participation by the COUNTY

1. Subject to the limitations set out in this Agreement, the COUNTY agrees to participate in the ZONE by contributing to the Tax Increment Fund an amount equal to 100% of the revenue generated from its M&O tax rate as assessed and collected on the tax increment for the respective tax year. For the purpose of this Agreement the M&O tax rate shall be calculated as set forth in section IV(B)(9) of

this Agreement. In no event shall the COUNTY contribution to the Tax Increment Fund over the life of the ZONE (beginning with the 2009 tax year) be greater than **SEVENTEEN MILLION FOUR HUNDRED THOUSAND DOLLARS ($17,400,000)** for costs actually incurred by the DEVELOPER to construct Residential-Related Public Infrastructure (as defined and described in the Economic Development Agreement, **plus** interest on unreimbursed costs for an outstanding DEVELOPER debt attributable to the Residential-Related Public Infrastructure costs, calculated at the lesser of (A) the rate of 6.00% per annum, or (B) the actual rate incurred by the DEVELOPER in connection with such indebtedness. The following calculation will be used to calculate the County's Tax Increment Reinvestment Zone payment amount.

Tax Increment Reinvestment Zone (TIRZ) Payment Calculation	EXAMPLE
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD))	$ 100,000.00
(Multiplied by) Hidalgo County Current (GHD) Tax Rate (.59/100)	0.0059
GHD Actual Tax Levy for all real property tax accounts located within the TIRZ	$ 590.00
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD))	$ 100,000.00
(*Less*) Base Year Real Property Certified Appraised Value for Tax Accounts located within the TIRZ (Provided by HCAD)	$ 10,000.00
Captured Appraised Value	$ 90,000.00
Captured Appraised Value	$ 90,000.00
(*multiplied by*) Contribution Rate (The lesser of actual tax year M&O rate or rate specified on agreement) (.51/100)	0.0051
Tax Levy Due to TIRZ	$ 459.00
TIRZ Collections (for February 1 through January 31) as per Collections Reports provided by Hidalgo County Tax Office	$ 300.00
(*divided*) GHD Actual Tax Levy for all Real Property tax accounts located within the TIRZ	$ 590.00
Percent Collected of Actual Levy	50.85%
Tax Levy Due to TIRZ	$ 459.00
(*Multiplied by*) Percent Collected of Actual Levy	50.85%
TIRZ PAYMENT AMOUNT	$ 233.39

2. The Parties hereto agree that the COUNTY's contribution to the Tax Increment Fund shall be used to fund Project Costs including construction of public infrastructure improvements for "Residential-Related Public Infrastructure" (as defined and described in the Economic Development Agreement) to support the development and revitalization efforts in the ZONE. The COUNTY's contributions to the Tax Increment Fund shall end when it has contributed the maximum total contribution provided for herein of SEVENTEEN MILLION FOUR HUNDRED THOUSAND DOLLARS ($17,400,000) plus allowable interest, or when it has made contributions of all Tax Increment Payments, as specified in the Project Plan, attributable to all periods through the end of the COUNTY's fiscal year 2037 (ending on December 31, 2037), whichever occurs first.

B. Tax Increment Payment

1. COUNTY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in Section IV.A of this Agreement, shall accrue as the COUNTY collects its Tax Increment. The Parties hereto agree that all ad valorem property taxes collected each year by the COUNTY that are attributable to real property in the 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. COUNTY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2009 once all tax accounts have been coded by the Hidalgo County Appraisal District, the Hidalgo County Tax Office has received the list of tax accounts, collection reports have been provided to the Auditor's Office, the information required under section 311.016 of the Tax Code and the fully executed Interlocal Agreement has been received by the County. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received up to January 31, 2010, but only for tax year 2009 beginning October 1, 2009. For subsequent payments, the COUNTY agrees to contribute its yearly Tax Increment Payment to the Tax Increment Fund annually not later than the 90th day after the delinquency date for the COUNTY's 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 31st 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 2037.

2. One month prior to a payment required under Section IV.B. of this Agreement, the CITY shall provide to the COUNTY an updated fact sheet that includes detail as to what portion of the Project has been completed to date, a schedule of what portion of the Project is to be completed in the following year and a current roster of the ZONE's board members, including the term of each board member, the entity that appointed the board member and the date for the next annual meeting. In addition to and as part of the CITY's fact sheet, the CITY shall supply the COUNTY with all information as required under section 311.016 of the Texas Tax Code on or before the 90th day following the end of the fiscal year of the CITY. The CITY shall also request collection reports from the Hidalgo County Tax Assessor Collector and provide a copy of those reports and a payment request to the COUNTY one month prior to a payment required under Section IV.B of this agreement.

3. 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 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 ZONE.

4. Any delinquent deposit by the COUNTY of a Tax Increment Payment under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code, which states as follows:

> "A taxing unit shall make a payment required by the Subsection (b) [Tax Increment Payment], not later than the 90th day after the delinquency date for the unit's property taxes. A delinquent payment incurs a penalty of five percent of the amount delinquent and accrues interest at an annual rate of ten percent."

The Parties expressly agree that the COUNTY shall not owe any penalty or interest on Tax Increments attributable to taxes that have been levied, but not received by the COUNTY. Further, the COUNTY shall not be liable for the payment of any penalties or interest if the fact sheet required under section IV.B.2 and the report required under section §311.016 of the Texas Tax Code is not timely submitted to the COUNTY or in any situation in which the CITY is not obligated to pay penalties and interest.

5. The CITY agrees to comply with the Project Plan. The CITY and the ZONE agree to provide prior written notice to all Participating Taxing Entities of a proposed material change (by which is meant any change that would constitute at least a twenty percent (20%) increase or decrease in either the Project Cost or the scope and scale of the Project) to the Project Plan; provided that any change that is not approved by the COUNTY shall not change the amount of Tax Increment Payments due from the COUNTY. The CITY shall have the right to amend and modify the Project Plan without providing prior written notice to the Participating Taxing Entities so long as such amendment or modification does not constitute a material change.

6 If the CITY materially breaches this Agreement, then a Participating Taxing Entity may provide written notice to the CITY, and the ZONE (with a copy to any other Participating Taxing Entity still contributing Tax Increment Payments) stating its intent to terminate its participation in the Zone and detailing its objection(s) or concern(s). If the objections and/or concerns, as set out in the notice, are not resolved within 90 business days from the date of such notice, then COUNTY may discontinue its Tax Increment Payments and terminate its participation in the ZONE.

7. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, the COUNTY shall not have any obligation or responsibility for any costs or expenses associated with the development of the ZONE or the implementation of the Project Plan, including, without limitation, any obligation to pay or repay any bond or other debt issued by another Participating Taxing Entity, the ZONE or the ZONE BOARD relating to the ZONE or any costs associated with the operation of ZONE, the Project or any other projects relating thereto.

8. Notwithstanding anything herein to the contrary, the COUNTY's total Tax Increment Payment to the Tax Increment Fund over the term of the ZONE shall not exceed SEVENTEEN MILLION FOUR HUNDRED THOUSAND **DOLLARS ($17,400,000)** **plus** interest on DEVELOPER debt, as described in Section IV(A)(1) above, **plus** Administrative Costs not in excess of the COUNTY's Administrative Costs Cap, **plus** any applicable penalty and/or interest allowed in section 311.013 of the Tax Code, subject to the limitations on Section IV(B)(4). Eligible interest payments on DEVELOPER debt will be paid by the ZONE BOARD from the tax increment payment by the COUNTY and will only be paid when DEVELOPER provides to the ZONE BOARD and the COUNTY supporting documentation showing the interest due. Interest payments on DEVELOPER debt will not constitute a portion of the COUNTY's maximum total contribution of SEVENTEEN MILLION FOUR HUNDRED THOUSAND DOLLARS ($17, 400,000.00).

9. The COUNTY agrees to participate at one hundred percent (100%) of its COUNTY Maintenance and Operation (M&O) tax rate equal to $0.5127 per $100 valuation on the Captured Appraised Value. In the event that the COUNTY M&O tax rate is less than $0.5127 per $100 valuation on the captured appraised value during any of the years 2009 through 2037, then the maximum tax increment paid by the COUNTY into the Tax Increment Fund shall not exceed the designated percentage of the total amount of taxes collected by the COUNTY at the actual M&O tax rate during the year the COUNTY tax rate is less than $0.5127 per $100 valuation. In the event that the COUNTY M&O tax rate is greater than $0.5127 per $100 valuation on the captured appraised value during any of the years 2009 through 2037, the COUNTY shall retain all taxes collected above the maximum amount of tax increment deposited in the Tax Increment Fund at the designated percentage of the COUNTY'S M&O contribution equal to a tax rate of $0.5127 per $100 valuation on the captured appraised value. The Captured Appraised Value will be the value provided to COUNTY by the Hidalgo County Appraisal District as of January 31st of the year the tax increment payment is due for such tax roll. If the certified taxable value changes after the initial tax increment payment has been made, the change in value will not be included in the tax increment payment in the upcoming years. COUNTY taxes that are delinquent for more than five years will be considered uncollectible and shall not be included in the tax increment payment.

10. The COUNTY agrees the ZONE may reimburse Administrative Costs from the COUNTY's Tax Increment Payment up to the COUNTY's Administrative Costs Cap as set forth herein. The COUNTY's Tax Increment Payments shall not be allocated to any payment for Administrative Costs prior to the issuance of Bonds. Once Bonds are issued, $5,000.00 of the COUNT's Tax Increment Payment each year beginning with the year in which Bonds are issued through the end of the term of the ZONE shall be allocated to Administrative Costs. Notwithstanding anything to the contrary set forth in Section V.D.2. below, no Administrative Costs incurred more than six (6) months prior to the date of issuance of the Bonds will be eligible to be reimbursed from the COUNTY's Tax Increment Payments. Nothing contained in this Agreement shall be deemed to allow the incurrence of costs with respect to the issuance of Bonds in excess of any caps imposed by applicable law.

C. Management of the ZONE

1. The ZONE shall in all respects be managed by the ZONE BOARD, including the Director appointed by the COUNTY. The ZONE BOARD shall have all powers allowed under Chapter 311 of the Texas Tax Code to manage the ZONE and carry out the Project Plan. The Participating Taxing Entities, during the term of this Agreement, may inspect the Project site and review Project plans and drawings at times and intervals that will not interfere with ongoing operations.

2. The ZONE BOARD shall be composed of six (6) members, as allowed under Section 311.009(a) of the Texas Tax Code. The COUNTY shall have the right to appoint one member of the ZONE BOARD.

D. Expansion of the ZONE

Notwithstanding anything to the contrary contained herein, the obligation of the COUNTY to participate in the ZONE is limited to the description of the ZONE in Exhibit "B" attached hereto and is subject to the terms of this Agreement. The COUNTY's participation shall not extend to the Tax

Increment on any additional real property added to the ZONE by the CITY unless the COUNTY approves such participation in writing.

V. RIGHTS AND OBLIGATIONS OF CITY AND ZONE

A. Tax Increment Participation by the CITY

Subject to the terms of this Agreement and the City agrees to participate in the ZONE by contributing to the Tax Increment Fund one hundred percent (100%) of its Tax Increment each year during the term of this Agreement, beginning with the 2009 tax year. The CITY's contributions to the Tax Increment Fund shall end when the CITY has contributed the maximum total contribution provided for herein or when it has contributed all Tax Increments attributable to periods before the ZONE termination date in 2037, whichever occurs first. Notwithstanding anything herein to the contrary, the total CITY Tax Increment Payments over the term of the ZONE shall not exceed **SIXTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($16,500,000)** for costs actually incurred by the DEVELOPER to finance and construct "Commercial/Regional-Related Public Infrastructure" (as defined and described in the Economic Development Agreement), **plus** up to an additional **SIXTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS** ($16,500,000) for interest on unreimbursed costs for all outstanding debt incurred by the DEVELOPER of the La Sienna Project that is attributable to such Commercial/Regional-Related Public Infrastructure costs, calculated at the lesser of (A) the rate of 6.00% per annum, or (B) the actual rate on indebtedness incurred by the DEVELOPER to finance such Commercial/Regional-Related Public Infrastructure.

B. Tax Increment Payment

1. The CITY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund as provided above in Section V of this Agreement shall accrue as the CITY collects its Tax Increment. The CITY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2009 by June 30, 2010. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received through January 31, 2010, but only for the tax year 2009 beginning January 1, 2009. For subsequent Tax Increment Payments, the CITY agrees to contribute its Tax Increment Payment to the Tax Increment Fund annually on or before April 30 of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31st 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. Any delinquent deposit of a Tax Increment Payment by the CITY under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code (or its successor provision).

2. The CITY agrees to participate at one hundred percent (100%) of its CITY Maintenance and Operation (M&O) tax rate equal to $0.52 per $100 valuation on the Captured Appraised Value. In the event that the CITY M&O tax rate is less than $0.52 per $100 valuation on the captured appraised value during any of the years 2009 through 2037, then the maximum tax increment paid by the CITY into the Tax Increment Fund shall not exceed the designated percentage of the total amount of taxes collected by the CITY at the actual M&O tax rate during the year the CITY tax rate is less than $0.52 per $100 valuation. In the event that the CITY M&O tax rate is greater than $0.52 per $100 valuation on the captured appraised value during any of the years 2009 through 2037, the CITY shall retain all taxes collected above the maximum amount of tax increment deposited in the Tax Increment Fund at the designated percentage of the CITY'S M&O contribution equal to a tax rate of $0.52 per $100 valuation on the captured appraised value. The Captured Appraised Value will be the value provided to CITY by the Hidalgo County Appraisal District as of January 31st of the year the tax increment payment is due for such tax roll. If the certified taxable

value changes after the initial tax increment payment has been made, the change in value will not be included in the tax increment payment in the upcoming years.

3. The COUNTY, the CITY and the ZONE expressly agree that the COUNTY and the CITY shall not owe any interest on Tax Increments that have been levied, but not received by the COUNTY or the CITY by the delinquency dates specified herein.

C. Financing of Project Costs

Each Participating Taxing Entity shall participate in the payment of Project Costs only to the extent described herein. The CITY and the ZONE shall be entitled to enter into any other agreements for the CITY or the ZONE to pay Project Costs and other reasonable expenses from the Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

D. Disbursement of Funds in the Tax Increment Fund

1. Each Participating Taxing Entity agrees the ZONE BOARD shall administer the Tax Increment Fund on behalf of the ZONE, pursuant to Ordinance No. 08-3323, as amended by Ordinance No. 08-3325, passed and approved by City Council of the CITY on November 18, 2008 and December 2, 2008, respectively. No funds shall be disbursed from the Tax Increment Fund without the prior written approval of the ZONE BOARD, and notice of use and disbursement of funds by the ZONE shall be given at least annually to the COUNTY.

2. The CITY agrees to cause the aggregate Administrative Costs to not exceed the Administrative Cost Cap. The CITY agrees to make Administrative Costs payments to the Zone, which payments shall be in the amount of the CITY's Administrative Cost Cap. With respect to Administrative Costs incurred by the CITY for which the CITY requests reimbursement by the ZONE, the CITY agrees and understands that during any fiscal year it shall not be reimbursed by the ZONE for its Administrative Costs that exceed the Administrative Costs Cap set forth in Section II.2 above and, with respect to any Administrative Cost reimbursement allocated to the COUNTY, in accordance with the additional terms set forth in Section IV.D.10 above. In the event the CITY's Administrative Costs during any fiscal year exceeds the aggregate Administrative Costs Cap, any Administrative Costs not able to be paid during a fiscal year due to such costs being in excess of the Administrative Costs Cap shall carry forward to subsequent years and shall be reimbursed to the extent such costs are within the subsequent year's Administrative Costs Cap until paid in full to the CITY, subject to the provisions of Section IV.D.10. above Administrative Costs not reimbursed at the end of the term shall be paid from the Tax Increment Fund to the extent allowed pursuant to applicable law and to the extent funds are available therein, and any amounts not so reimbursed shall be the sole responsibility of the CITY. Administrative Costs incurred by the Edinburg Economic Development Corporation shall be paid as part of the CITY's Administrative Costs and shall be considered Administrative Costs of the CITY for purposes of determining whether Administrative Costs are within the Administrative Costs Cap. In the event that at the end of the term of the Zone, the ZONE has received payments from the CITY and the COUNTY for Administrative Costs in excess of the Administrative Costs incurred and reimbursed pursuant to this Agreement, such excess shall be refunded to the CITY and the COUNTY in proportion to the amount of Administrative Costs payments made by the CITY and the COUNTY during the term of the ZONE .

3. In addition to Project Costs and any other allowable costs, the CITY and ZONE represent and warrant that they will use funds in the Tax Increment Fund to pay annual expenditures in the following order or priority of payment: (i) payment of any debt service on any Bonds issued with

respect to the ZONE under Section 311.015 of the Texas Tax Code; and (ii) to reimburse eligible Administrative Costs incurred by each Participating Taxing Entity or by the Edinburg Economic Development Corporation on behalf of the City. No funds will be paid from the Tax Increment Fund to a Participating Taxing Entity for its financial or legal services incurred in any dispute arising under this Agreement with another Participating Taxing Entity or Participating Taxing Entities.

VI. RIGHTS AND OBLIGATIONS OF DEVELOPER

The DEVELOPER'S obligations hereunder are set forth in the Economic Development Agreement, including Article V, Sections 5.1, 5.2, 5.4, and Article VI, Sections 6.1, 6.2, and 6.3.

VII. TERM AND TERMINATION

A. Agreement Term and Termination

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until December 31, 2037, unless earlier terminated as provided herein (the "Agreement Term"). Subject to the terms of this Agreement, the COUNTY agrees to participate under this Agreement, beginning with the 2009 tax year and ending in accordance with the terms provided herein. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and understand that the COUNTY's Tax Increment Payments will not be made after December 31, 2037.

B. Early Termination

Neither the CITY nor the ZONE BOARD shall take any action to terminate the ZONE earlier than the duration of the ZONE as specified herein.

C. Disposition of Tax Increments

Upon expiration or termination of the ZONE and after all Bonds have been paid and all reimbursements have been made, any money remaining in the Tax Increment Fund shall be paid to the Participating Taxing Entities on a pro rata basis in accordance with Section 311.014(d) of the Texas Tax Code, or any successor thereto. Accounting to determine the pro rata distribution of remaining funds to the respective taxing entities shall be conducted according to generally accepted accounting principles, and shall be subject to review and audit by the COUNTY upon reasonable request. In the event a discrepancy occurs between the reviews conducted by the CITY and COUNTY, said dispute will be resolved by the respective audit offices of the CITY and COUNTY. In the event the dispute cannot be resolved it shall be submitted to mediation under the rules of the American Mediation Association with a mediator agreed upon by the County Judge of the COUNTY and the Mayor of the CITY.

VIII. MISCELLANEOUS

A. Understanding

Any and all costs incurred by the CITY are not, and shall never become, general obligations or debt of any Participating Taxing Entity other than the CITY. With respect to the CITY's costs, only

eligible Project Costs and other allowable expenses under applicable law, if any, incurred by the CITY shall be payable from the Tax Increment Fund in the manner and priority provided in this Agreement and only to the extent that funds become available in the Tax Increment Fund. The Parties agree and understand that under no circumstance shall the eligible costs exceed the maximum specified in the final finance plan passed and approved in accordance with Ordinance No. 09-3368 on July 7, 2009. The CITY and the COUNTY are not obligated above and beyond what is actually collected as tax increment funds.

B. 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.

C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties. 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.

Upon the occurrence of any event that allows the CITY to terminate hereunder, the COUNTY shall have the right to withhold tax increment payments under this Agreement until such time as such event is cured, and the COUNTY shall not incur any penalties or interest with respect to any such withheld payments notwithstanding any provision herein to the contrary. With respect to the COUNTY's obligations, to the extent there is any discrepancy between this Agreement and any exhibit hereto, the terms of this Agreement shall control.

D. Written Amendment

This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the City Council of CITY and only the Commissioners Court of the COUNTY have authority to approve a change or amendment to this Agreement on behalf of the CITY or the COUNTY, respectively.

E. Notices

All notices required or permitted hereunder shall be in writing and delivered by personal delivery, facsimile or United States Postal Service (certified mail, return receipt requested) and 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. Such notices shall be deemed delivered the earlier of: (i) when actually received by personal delivery or facsimile if received during normal business hours and on the next business day if received after normal business hours; or (ii), if sent by the United States Postal Service, on the date indicated by the United States Postal Service on the return receipt as the date on which it was received by the respective other Party.

F. 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, or 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.

G. Assignment

All Parties to this Agreement understand and recognize that only the City Council of the CITY and only the Commissioners Court of the COUNTY have authority to approve a delegation or assignment of the COUNTY's or the CITY's rights in this Agreement on behalf of the CITY or the COUNTY, respectively.

H. Successors

This Agreement shall bind and benefit the Parties and their legal successors or assigns. This Agreement does not create any personal liability on the part of any trustee, officer, owner, partner, principal, employee, elected official or agent of a Party to this Agreement.

I. Project Plan

The COUNTY acknowledges that it was provided with a copy of the initial preliminary finance plan for review and comment before the Project Plan was finalized and approved by the City Council of the CITY. The Parties agree a material change to the Project Plan shall not apply to the COUNTY unless the COUNTY approves the amendment as provided herein if such amendment to the Project Plan (i) has the effect of directly or indirectly increasing the percentage or amount of Tax Increment to be contributed by the COUNTY to the Tax Increment Fund; or (ii) increases or reduces the geographical area of the ZONE set forth in the Project Plan.

J. Access to Financial Information

The ZONE agrees to conduct or to cause to be conducted, at a minimum, an annual financial review, a copy of which will be provided to the COUNTY. Furthermore, each Party to this Agreement shall have reasonable access to financial information and audit reports regarding the operation of the ZONE, contribution of Tax Increment Payments to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs. In addition, the CITY agrees, during the term of this Agreement, to prepare and deliver an annual report to the COUNTY in accordance with Section 311.016 and 311.0101(c), Texas Tax Code. The COUNTY shall have the right to withhold or delay payments to the Tax Increment Fund until such time as it has received the financial report from the CITY for the applicable tax year, and shall not incur any penalties or interest with respect to any such withheld of delayed payments notwithstanding any provision herein to the contrary.

K. ZONE Designation

The CITY represents that its designation of the ZONE meets the criteria of Section 311.005(a), Texas Tax Code.

IN WITNESS HEREOF, the CITY OF EDINBURG, HIDALGO COUNTY, REINVESTMENT ZONE NUMBER THREE, CITY OF EDINBURG, AND BURNS BROTHERS, LTD., have made and executed this Agreement in quadruplicate originals on this 21st day of December, 2010.

CITY OF EDINBURG

Ramiro Garza
City Manager

ATTEST/SEAL:

Myra L. Ayala Garza
City Secretary

CITY OF EDINBURG, TEXAS

HIDALGO COUNTY

By: _____
Ramon Garcia
County Judge

Approved by Commissioners' Court on 12/21/10

ATTEST/SEAL:

Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM FOR HIDALGO COUNTY:
Atlas + Hall, LLP

By: _____
Stephen L. Crain
~~Atlas & Hall, L.L.P~~

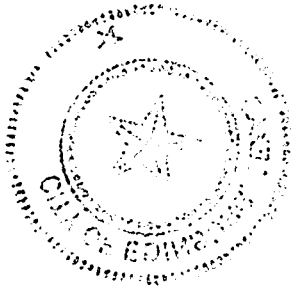
REINVESTMENT ZONE NUMBER THREE,
CITY OF EDINBURG, TEXAS

Presiding Officer

APPROVED BY COMMISSIONERS' COURT ON: 12/21/10

DEVELOPER, BURNS BROTHERS LTD.

President



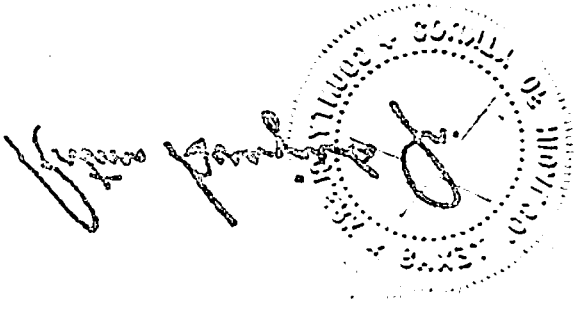


Exhibit A
City of Edinburg Tax Increment Reinvestment Zone Number Three
Project Plan and Financing Plan

Exhibit B
City of Edinburg Ordinance Nos. 08-3323 and 08-3325

AI-39118 **8. A.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted By: Flora Vazquez, HEALTH BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Insured (2202):

Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of May 16-31, 2013, in the amount of $ 45,610.87 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice

By Org

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/06/2013 04:21 PM
Obdett Calzada	Obdett Calzada	06/07/2013 08:29 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Flora Vazquez Started On: 06/05/2013 03:52 PM

Final Approval Date: 06/07/2013

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

June 3, 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: 91671

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 5/16-5/31/13 (Check#513980-514084) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	45,610.87
TOTAL CURRENT CHARGES	$ 45,610.87
Previous Balance Due	$ 63,391.21
Total Balance Due	$109,002.08

Due Upon Receipt

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

Custom Payment Total

Hidalgo County WC losses paid 5/16-5/31/13

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total:	50				5,191.19
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total:	156				40,419.68
					Grand Total:	206				45,610.87

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: May 16-31, 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 $ 45,610.87 .

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

Losses Paid for Period: 05/16-31/2013

(Check# 513980-514084)

1). Hidalgo County	$ 40,419.68	
2). Hidalgo County Headstart Program	$ 5,191.19	
3). Community Service Agency		
4). Drainage District #1	$ -	$ 45,610.87

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 11, 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) $ 104,389.13

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.

Mirna Vargas — Employee Benefits Director — Date: 6/05/2013

Budget Officer — Date: 06/06/2013

Commissioner's Court Approval — Date

AI-38911 **8. B.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of $823,076.22 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 05/11/13 to 05/24/13.

05/11-17/13	$468,343.03
05/18-24/13	$354,733.19
TOTAL	$823,076.22

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 5/11-17/13

BCBS 5/18-24/13

Invoices

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/06/2013 04:20 PM
Olga Garza	Olga Garza	06/07/2013 11:34 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Angelica M. Tapia Started On: 05/22/2013

Final Approval Date: 06/07/2013

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **05/11/2013 to 05/17/2013**

SECTION			
0001-0011	HIDALGO COUNTY	$	347,312.50
0002-0012	HEAD START	$	83,787.66
0003-0013	APPRAISAL DISTRICT	$	7,996.64
0004-0014	COMMUNITY SERVICE AGENCY	$	852.29
0005-0015	DRAINAGE DISTRICT NO.1	$	11,903.34
0006-0016	RETIREES	$	13,918.43
9001-9002	COBRA	$	2,572.17
	STOP LOSS	$	-
	TOTAL	$	468,343.03

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **05/18/2013 to 05/24/2013**

SECTION			
0001-0011	HIDALGO COUNTY	$	258,524.26
0002-0012	HEAD START	$	53,477.50
0003-0013	APPRAISAL DISTRICT	$	8,007.66
0004-0014	COMMUNITY SERVICE AGENCY	$	5,728.46
0005-0015	DRAINAGE DISTRICT NO.1	$	14,586.15
0006-0016	RETIREES	$	7,408.65
9001-9002	COBRA	$	7,000.51
	STOP LOSS	$	-
	TOTAL	$	354,733.19

BlueCross BlueShield of Texas

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 05/11/2013 - 05/17/2013 Process Date: 05/17/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 05/11/2013 - 05/17/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$745,157.59	$347,312.50	$59,868.94	$0.00	$287,443.56	2,613
TX433	01	002	HEAD START	$183,180.89	$83,787.66	$10,192.00	$0.00	$73,595.66	690
TX433	01	003	APPRAISAL DISTRICT	$37,643.28	$7,996.64	$26.08	$0.00	$7,970.56	72
TX433	01	004	COMMUNITY SERVICE	$6,865.19	$852.29	$390.47	$0.00	$461.82	12
TX433	01	005	DRAINAGE DISTRICT	$20,783.89	$11,903.34	$2,096.55	$0.00	$9,806.79	92
TX433	01	006	RETIREES	$28,495.10	$13,918.43	$8,486.15	$0.00	$5,432.28	60
TX433	01	007	COBRA	$9,568.11	$2,572.17	$1,207.69	$0.00	$1,364.48	7
			Customer Total Claims	$1,031,694.05	$468,343.03	$82,267.88	$0.00	$386,075.15	3,546
			Customer Grand Total	$1,031,694.05	$468,343.03	$82,267.88	$0.00	$386,075.15	3,546

BlueCross BlueShield of Texas

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 05/18/2013 - 05/24/2013 Process Date: 05/24/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 05/18/2013 - 05/24/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$1,003,681.85	$258,524.26	$47,817.21	$0.00	$210,707.05	2,330
TX433	01	002	HEAD START	$236,658.39	$53,477.50	$11,288.00	$0.00	$42,189.50	544
TX433	01	003	APPRAISAL DISTRICT	$45,650.94	$8,007.66	$4,233.54	$0.00	$3,774.12	68
TX433	01	004	COMMUNITY SERVICE	$12,593.65	$5,728.46	$4,557.21	$0.00	$1,171.25	49
TX433	01	005	DRAINAGE DISTRICT	$35,370.04	$14,586.15	$1,847.01	$0.00	$12,739.14	116
TX433	01	006	RETIREES	$35,903.75	$7,408.65	$3,060.57	$0.00	$4,348.08	81
TX433	01	007	COBRA	$16,568.62	$7,000.51	$2,416.45	$0.00	$4,584.06	51
			Customer Total Claims	$1,386,427.24	$354,733.19	$75,219.99	$0.00	$279,513.20	3,239
			Customer Grand Total	$1,386,427.24	$354,733.19	$75,219.99	$0.00	$279,513.20	3,239

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

FOR THE PERIOD OF **May 11, 2013 thru May 24, 2013**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$823,076.22**.

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

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 05/11/2013 to 05/24/2013 is $823,076.22.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of June 11, 2013.

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

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

Employee Benefits Director — Date: 6/6/13

Dept. of Budget & Management Budget Officer — Date: 06/06/2013

Commissioner's Court Approval — Date

AI-39120 **9. A.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise the six (6) months extension option as provided under current contract for "CRS-2 Emulsified Asphalt" for Hidalgo County under the same rates, terms, and conditions with Performance Grade Asphalt.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: obj. 673 & 731

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

BUDGETARY IMPACT:

Possible funding sources are obj. 673 "R & B R & M Supplies" & 731 "Roads". Contract is on an "as needed basis". This contract is mainly used by the Pcts.

Attachments

6 Months Extension

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	06/07/2013 08:59 AM
Budget & Management	Obdett Calzada	06/07/2013 09:34 AM
Olga Garza	Olga Garza	06/07/2013 03:04 PM
Purchasing Department	Rocio Villarreal	06/07/2013 03:08 PM
Auditor's Office	Monica Badillo	06/07/2013 04:59 PM

Form Started By: Rocio Villarreal Started On: 06/05/2013 03:58 PM

Final Approval Date: 06/07/2013

PURCHASING DEPARTMENT
County Of Hidalgo

CERTIFIED MAIL
7099 9220 0002 9744 5023
Via Facsimile (409) 986-7950

Performance Grade Asphalt, LLC
Clarke DuBose, President
PO Box 6
Hitchcock, Texas 77563

Re: Extension of Agreement-C-12-164-10-30-CRS-2 Emulsified Asphalt-Hidalgo County

Dear Mr. DuBose:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the six (6) Months Extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of June 11, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Friday, June 7, 2013,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@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).

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,

Rocio Villarreal
Contracts Manager

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/17/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Patsy Beall ACSR
Rust, Ewing, Watt & Haney, Inc. 7900 Emmett Lowry Expressway Texas City TX 77591	PHONE (A/C, No, Ext): (409) 934-8000 FAX (A/C, No): (409) 935-1883 E-MAIL ADDRESS: patsy_beall@rustewing.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Dubose Interests, LLC, DBA: Performance Grade P. O. Box 6 Hitchcock TX 77563	INSURER A: Burlington Ins Co	23620
	INSURER B: Texas Mutual Insurance Company	22945
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 13-14 RW GL --- REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			HGL0033474	1/17/2013	1/17/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF-0012106801	2/18/2013	2/18/2014	WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the General Liability and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

(956) 292-7612 sandy.suarez@co.hidalgo.tx

County of Hidalgo
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Blackshear Jr. CIC/ J Blackshear Jr

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Additional Named Insureds

Other Named Insureds	
Gator Recyclers International	Doing Business As
Performance Grade Asphalt, LLC	Doing Business As
Rifle Transportation, LLC	Insured Multiple Names
Third Coast Asphalt	Doing Business As

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Notice to Certificate Holders

After January 01, 2012 all certificate forms used in Texas have to be approved by the Texas Department of Insurance. For further information, you may contact the Public Information Office, Texas Department of Insurance, P. O. Box 149104, Austin, Texas 78714.

We are providing you a Certificate of Insurance, at our client's request, using the latest ACORD 25 – Certificate of Liability Insurance (2010/05). Prior editions have been withdrawn by ACORD and are no longer available. For further information as to ACORD requirements, you may contact ACORD by visiting their website at www.acord.org.

Please note major differences in the form now in use:

1) The cancellation box has been changed to provide notice of cancellation to the certificate holder in accordance with policy provisions and endorsements. The former language is no longer available and the new edition of the certificate cannot be altered because of copyright law.

2) We are no longer allowed to insert wording that indicates status as an additional insured, waiver of subrogation, primary and non-contributory, etc. in the space on the certificate for the Description of Operations/Locations/Vehicle that is not in compliance with the policy. We are allowed to insert the name and number of the policy forms that grant those extensions. We are also permitted to show a project name, lease number and contract number.

Any certificate of insurance that does not conform to these statutory changes must be submitted and specifically approved by the Texas Department of Insurance by the requesting certificate holder. Certificates with special wording, when approved by the TDI, will be issued an authorization number which must appear on the certificate.

We are trying to make this transition for you and our insured party as easy as possible. If you have a question or a problem with the certificate you received please call (409) 934-8000. We will try to resolve the issue as permitted by the statute.

GUERR02 OP ID: BS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/31/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hunt & Associates, Inc. 701 North Post Oak, Suite 450 Houston, TX 77024 Beth Ann Botros 713-861-0707 713-861-1924	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED **Guerra's Transport** **Julieta Guerra DBA** **13406 S. Thorntree Dr.** **Houston, TX 77015**	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: **Northfield Insurance Company** INSURER B: **Southern County Mutual** INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		WS094955	09/18/12	09/18/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 100,000 5,000 2,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			WN119841	05/31/13	05/31/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
	UMBRELLA LIAB ___ OCCUR EXCESS LIAB ___ CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	
B	Cargo			WN119841	05/31/13	05/31/14	Limit Ded/Theft		5,000 1,000/2,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

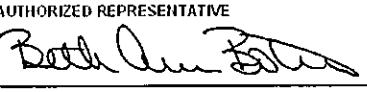
HILDA01

HILDAGO COUNTY
ATTN: PURCHASING DEPT
2812 S HIGHWAY BUS. 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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OP ID: BS

ACORD VEHICLE SCHEDULE

DATE 5/31/2013

PRODUCER PHONE (A/C, No, Ext): 713-861-0707
Hunt & Associates, Inc.
701 North Post Oak, Suite 450
Houston, TX 77024
Beth Ann Botros

CODE: SUB CODE:
AGENCY CUSTOMER ID
GUERR02

APPLICANT (First Named Insured) Guerra's Transport

EFFECTIVE DATE	EXPIRATION DATE		DIRECT BILL / AGENCY BILL	PAYMENT PLAN	AUDIT
05/31/13	05/31/14	X			

FOR COMPANY USE ONLY

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	BODY TYPE	SYM	AGE	COST NEW
1	1996	PETERBILT	TRACTOR			$

MODEL: | V.I.N.: 1XP5DB8X7TD419885

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM
SOUTH HOUSTON TX 77587			80000					500	

DRIVE TO WORK SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L	MISC DR/CR:
< 15 MILES	PLEASURE	RETAIL X	UAB	MED PAY	TOWING & LABOR	FT X	COMP	AA X	ST AMT $1,000			TOTAL PREM
15 MILES >	FARM	SERVICE X	NO-FAULT X	UNINS MOTOR	SPEC C OF L	FTW X	COLL	$ 15,000	$1,000		COLL $	

VEH #	YEAR	MAKE	BODY TYPE	SYM	AGE	COST NEW
2	1991	FRUEHAUF	TRAILER			$

MODEL: | V.I.N.: 10168636775113221

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM
SOUTH HOUSTON TX 77587			00000					500	

DRIVE TO WORK SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L	MISC DR/CR:
< 15 MILES	PLEASURE	RETAIL X	UAB	MED PAY	TOWING & LABOR	FT X	COMP	AA X	ST AMT $1,000			TOTAL PREM
15 MILES >	FARM	SERVICE X	NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW X	COLL	$ 5,000	$1,000		COLL $	

VEH #	YEAR	MAKE	BODY TYPE	SYM	AGE	COST NEW
						$

MODEL: | V.I.N.:

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM

DRIVE TO WORK SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L	MISC DR/CR:
< 15 MILES	PLEASURE	RETAIL	UAB	MED PAY	TOWING & LABOR	FT	COMP	AA	ST AMT $			TOTAL PREM
15 MILES >	FARM	SERVICE	NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL	$	$		COLL $	

VEH #	YEAR	MAKE	BODY TYPE	SYM	AGE	COST NEW
						$

MODEL: | V.I.N.:

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM

DRIVE TO WORK SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L	MISC DR/CR:
< 15 MILES	PLEASURE	RETAIL	UAB	MED PAY	TOWING & LABOR	FT	COMP	AA	ST AMT $			TOTAL PREM
15 MILES >	FARM	SERVICE	NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL	$	$		COLL $	

VEH #	YEAR	MAKE	BODY TYPE	SYM	AGE	COST NEW
						$

MODEL: | V.I.N.:

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM

DRIVE TO WORK SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L	MISC DR/CR:
< 15 MILES	PLEASURE	RETAIL	UAB	MED PAY	TOWING & LABOR	FT	COMP	AA	ST AMT $			TOTAL PREM
15 MILES >	FARM	SERVICE	NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL	$	$		COLL $	

VEH #	YEAR	MAKE	BODY TYPE	SYM	AGE	COST NEW
						$

MODEL: | V.I.N.:

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM

DRIVE TO WORK SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L	MISC DR/CR:
< 15 MILES	PLEASURE	RETAIL	UAB	MED PAY	TOWING & LABOR	FT	COMP	AA	ST AMT $			TOTAL PREM
15 MILES >	FARM	SERVICE	NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL	$	$		COLL $	

REQUIREMENTS AGREEMENT
C-12-164-10-30

THIS AGREEMENT (the "Agreement") is entered into as of the 30th day of October, 2012 by and between **DUBOSE INTERESTS, L.L.C.** d/b/a **PERFORMANCE GRADE ASPHALT, L.L.C** , a Texas Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "**CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT**", as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** " in the areas of Hidalgo County projects for a period of six (6) months from December 16, 2012 to June 15, 2013 and may be extended with the County's discretion for an additional six (6) months and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. 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.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or

administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Dubose Interests, LLC dba
Performance Grade Asphalt, LLC
ATTN: Clarke DuBose, President
PO Box 6
Hitchcock, TX 77563

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **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 sixty (60) 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).

m. **Insurance.** 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 coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or

employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON October 30, 2012.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P

By _____

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 10/30/12 RO

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____
Printed Name: Clarke DuBose
Title: manager

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

August 20, 2012

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)**
Request for Bids -**"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**
Bid No: 2012-164-09-05-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"
RFB NO: 2012-164-09-05-SGS

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	5
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	7

The above mentioned items shall be found in the Request for Bid (RFB) 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

August 20, 2012
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY
(All Funding Sources, Programs and Entities)

"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

RFB No.: 2012-164-09-05-SGS

Bid No: 2012-164-09-05-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

"CRS-2(Cationic Rapid Setting) EMULSIFIED ASPHALT"

BID OPENING DATE: September 05, 2012 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 – New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY (All Funding Sources, Programs & Entities)-"CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2012-164-09-05-SGS- HIDALGO COUNTY (All Funding Sources, Programs & Entities)-" CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"** in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, September 05, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2012-164-09-05-SGS-HIDALGO COUNTY (All Funding Sources, Programs & Entities) CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers 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 and Contract Number (if any)
d) Notation **"HIDALGO COUNTY (All Funding Sources, Programs & Entities)-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.\

e) **Contract Number must be indicated on all invoices.**

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, Texas 78539

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**September 05, 2012**
Award of Contract	_____ 2012
Commence Work or Deliver Products	_____, 2012

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities.

Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform 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.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY (All Funding Sources, Programs & Entities)
"CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 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: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs And Entities)

"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

RFB No.: 2012-164-09-05-SGS

EXHIBIT "A"

HIDALGO COUNTY

(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

BID NO.: 2012-164-09-05-SGS

1. SPECIFICATIONS:

INFORMATION/ INSTRUCTIONS TO BIDDERS:

The purchase of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be only on an **"As Needed Basis"** by Hidalgo County, (All funding sources, i.e. CIP, CAP and Rd & Bridge, etc).

- **MATERIAL:** CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT
- **INCREMENTS:** BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS
- **SPECIAL CONDITIONS:** BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

SAMPLE *- Enter Bid amount on Exhibit "B - Bid Page"*

QUANTITY (ONLY ON AN AS NEEDED BASIS)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $

LOCATIONS, CONTACTS AND DELIVERY INSTRUCTIONS:

PRECINCT NO. 1	PRECINCT NO. 3	PRECINCT NO. 4
MILE 11 N. and 1 ½ miles W. from FM 1015 Sunrise Hill Park Weslaco, TX. 78596	7 Mile line and Iowa Rd. Mission, TX. 78572	1051 N. Doolittle Edinburg, TX. 78542
CONTACT:	**CONTACT:**	**CONTACT:**
Noe Montez, Dir. of Mgmt. Support (956) 968-8733	Saul Ramirez, Field Operations Director (956) 585-4509	Marco Lopez, Chief Administrator (956) 383-3112

- Delivery hours will be arranged with the Precincts when requiring **CRS-2 (Cationic Rapid Setting) Emulsified Asphalt.** Hidalgo County reserves the right to add or delete locations (pits) throughout the contract term.

2. REQUIREMENTS:

- The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.
- The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT regulations and requirements.
- Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

3. TERMS & CONDITIONS:

1. The contract term will be for a period of six (6) months with County's option to extend the contract for additional six (6) months based on performance, evaluation and contingent upon terms, conditions and cost remaining unchanged, and/or sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioner's Court.

2. County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

3. Hidalgo County reserves the right to award the bid to ONE or MULTIPLE bidders, if the County determines it is in its best interest to do so.

4. The Contract for the material shall remain in effect until **a)** contract expires, **b)** delivery/completion of services ordered , **c)** terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

5. Insurance requirements must be met and a copy of the Certificate of Insurance (Acord form) must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder. Insurance requirements for this project to be maintained throughout the contract term.(refer to insurance requirements in ("Exhibit C")

6. After bid is awarded and low bidder(s) default in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County the right to seek services from the next low bidder. In such event, the County shall charge the successful bidder the difference for any additional cost of such item

7. In the event the material furnished does not meet the County's requirements (regardless of weather, test acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

8. Hidalgo County reserves the right to seek purchases for **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** from state awarded venders, whenever it is in the best interest of the County to do so.

9. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

10. Bidder(s) have been in business for at least two (2) years.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Bidder(s) agrees that to the extent an item is unavailable from Bidders(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

14. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

15. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

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) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County 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.

ADDITONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, Attn: Sandy Suarez, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or **(956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, August 29, 2012 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, August 31, 2012 by 5:00 P.M.**

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs And Entities)

"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

RFB No.: 2012-164-09-05-SGS

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2012-164-09-05-SGS
BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)

NIGP Commodity Code:

QUANITY (Only On An As Needed Basis)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $

Bidder's Information:

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone & Fax No.'s: _____

Cell Phone: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs And Entities)

"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

RFB No.: 2012-164-09-05-SGS

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. 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 ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. 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 shall name Hidalgo County as additional insured and must 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.

Revised 10/01/08

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 THER 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	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	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

SAMPLE

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 bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid 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 bid award to be rescinded and re-awarded to next lowest bidder. 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 BID 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 bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs And Entities)

"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

RFB No.: 2012-164-09-05-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs And Entities)

"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

RFB No.: 2012-164-09-05-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:**_____**Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here — Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs And Entities)

"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

RFB No.: 2012-164-09-05-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, 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, 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 for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2012-164-09-05-SGS
BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)

NIGP Commodity Code:

QUANITY (Only On An As Needed Basis)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$ 3.50 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hour
LOADS OF 1,001 TO 2,000 GALLONS	$ 3.30 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hour
LOADS OF 2,001 TO 3,000 GALLONS	$ 3.00 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hour
LOADS OF 3,001 TO 4,000 GALLONS	$ 2.60 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hour
LOADS OF 4,001 TO 5,000 GALLONS	$ 2.30 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hour

Bidder's Information:

Bidder/Company Name: Performance Grade Asphalt, L.L.C.

Address: P.O. Box 6

City/State/Zip Code: Hitchcock, Tx. 77563

Phone & Fax No.'s: ph. 409-986-7740 fax 409-986-7950

Cell Phone: 281-387-9869 or 409-739-7757

Authorized Signature: [signature]

Printed Name: Clarke DuBose

Title: President

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/23/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rust, Ewing, Watt & Haney, Inc. 7900 Emmett Lowry Expressway Texas City TX 77591	CONTACT NAME: Patsy Beall ACSR PHONE (A/C, No, Ext): (409) 934-8000 FAX (A/C, No): (409) 935-1883 E-MAIL ADDRESS: patsy_beall@rustewing.com
INSURED Dubose Interests, LLC, DBA: Performance Grade P. O. Box 6 Hitchcock TX 77563	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Southwest Risk, LP INSURER B: Hallmark County Mutual Ins Co INSURER C: Texas Mutual Insurance Company — 22945 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 12-13 WC Rnwl-NEW FORM REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			VIGP013675	11/20/2011	11/20/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS			TXA506163-02	11/20/2011	11/20/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TSF-0012106801	2/18/2012	2/18/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability and Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

(956) 292-7612 sandy.suarez@co.hidalgo.tx

County of Hidalgo
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Blackshear Jr. CIC/

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Additional Named Insureds

Other Named Insureds	
Gator Recyclers International	Doing Business As
Performance Grade Asphalt, LLC	Doing Business As
Rifle Transportation, LLC	Insured Multiple Names
Third Coast Asphalt	Doing Business As

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AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
October 30, 2012
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call
All members of the Court were counted present, with the exception of Commissioner Quintanilla.

2. Pledge of Allegiance
Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer
Virginia Townsend led the Court and Audience in Prayer.

4. Approval of Consent Agenda
The Court moved to approve the Consent Agenda.

5. County Judge's Office:

A. Approval of Proclamation declaring November 2012 as National Hospice and Palliative Care Month
Karina Cardoza read the Resolution into the Record.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

6. Executive Officer - Valde Guerra:

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

NO ACTION taken on items 6.A.1 & 2.

3. Acceptance and approval of the five (5) responses received for: RFQ-2012-176-09-05-CGA-"Pool of Professional Consultants to Seek Funding and Assistance through Federal and State Agencies, Private Sector(s) and Other Sources" on an as needed basis for Hidalgo County.

   On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval to include Park Resources of Mission, JG Ortiz of Weslaco; Guzman & Munoz of Mercedes;Hollis Rutledge of Mission and the Medigation Specialists, Inc. of Missouri City, Texas.

   Vote: 4 - 0 - Unanimously

4. Ratification by CC (of the request by 370th District Court) to be provided a copy of sole response received so as to proceed to grade/score (in the interest of time due to grant deadlines) the RFP: No.: 2012-226-10-24-CGA-Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program Services for Hidalgo County" including the assignment/designation of additional graders (if CC so wishes).

   On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

   Vote: 3 - 0 - Unanimously

5. Presentation of responsible vendor submitting the lowest and best bid received (as detailed in tabulation sheet contained herein) meeting all specifications and/or requirements for the purpose of award including approval of contract for Request for Bid titled: Hidalgo County-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt" through project No.: 2012-164-09-05-SGS.

   On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

   Vote: 3 - 0 - Unanimously

6. Requesting approval to declare as "Surplus" the items listed in Exhibit "B" (vehicles) as additional items to Exhibit "A" list (approved by CC 10/16/2012) as attached herein for the purpose of sale through auction (scheduled for 11/07/2012) in accordance with Texas Local Government Code 263.152(a)(1).

   On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

   Vote: 3 - 0 - Unanimously

7. Presentation with concurrence by Hidalgo County Purchasing Agent, Budget Officer and County Auditor for approval of "ORDERS" for all General Fund Budgets and any other applicable budgets for the following:

   a. Cut-off date for the submission of Requisitions by Friday, November 16, 2012 for goods and/or services that require sufficient time to order and receive prior to 12-31-12, i.e. MAJOR PURCHASES, vehicles, furniture, systems and/or equipment; and,

   b. Cut-off date for the submission of Requisitions by Friday, December 7, 2012 on goods and/or services that require sufficient time to order and receive prior to 12-31-12, i.e., DAY TO DAY PURCHASES, items necessary for daily operations;

   c. Approval to notify all elected offices and departments that open purchase orders at 12-31-12 for

8 of 2.

PURCHASING DEPARTMENT
County Of Hidalgo

Bid Signed 1-15-2013

January 14, 2013

Clark Dubose, President
Performance Grade Asphalt, LLC
5320 FM 2004
Hitchcock, Texas 77563

Re: C-12-164-10-30-CRS-2 (Cationic Rapid Setting) Emulsified Asphalt-Hidalgo County

Dear Mr. Dubose:

Pursuant to Hidalgo County Commissioners' Court action on, October 30, 2012, the above-referenced project was awarded to Performance Grade Asphalt, LLC.

In order to formalize the said agreement, the original contract has been enclosed. Please review the agreement, and if all appears to be in order, please have it executed by the authorized party of your company and return original contract to the undersigned for execution by Hidalgo County.

We respectfully wish to extend our gratitude for your attention in this matter and if you have any questions or concerns in reference to this matter do not hesitate to contact me at (956) 318-2626.

Sincerely,

Rocio Villarreal
Contracts Manager

AI-39141 **9. B.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted For: Martha L. Salazar Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of Invoice #1223400-7 in the amount of $ 107,944.50 submitted by CAS Companies in connection with the "Hidalgo County Renovations and Annex of Modular Buildings" Project-PO#682714.

BACKGROUND

Refer to acct #3-1342-419-40-220-048-0-739/720

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-419-40-220-048-0-739/720

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

BUDGETARY IMPACT:

Ref PO#682714, has available funds as of 6/7/2013.

Attachments

Pay App #7

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	06/07/2013 08:59 AM
Budget & Management	Obdett Calzada	06/07/2013 09:56 AM
Obdett Calzada	Obdett Calzada	06/07/2013 02:48 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Oscar Garza Started On: 06/06/2013 01:59 PM

Final Approval Date: 06/07/2013

June 4, 2013

Daniel Flores
Hidalgo County
Edinburg, Texas

RE: Hidalgo County – Modular Buildings
PO# 682714
CAS Invoice #1223400-7

Mr. Flores,

Attach you will find CAS Invoice for services performed against Hidalgo County Purchase Order #682714. The invoice submitted is representative of the HCPO issued for the work accepted by your office and Hidalgo County.

If there are any questions regard this invoice, please give me a call or email me.

Thanks in advance to Hidalgo County for processing this invoice.

Best regards,

Jason Cuevas
CAS Companies, LP

1306 FM 1092, Ste. 304
Missouri City, TX 77459
Phone: 281.499.4747
Fax: 281.499.6655

4402 Congressional
Corpus Christi, TX 78413
361-298-0227

5402 S. Expressway 83
Harlingen, TX 78552
Phone: 956.216.8200
Fax: 956.216.8069

www.caslp.com

Invoice

Date	Invoice #
6/3/2013	1223400-7

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

P.O. Number	Terms	Due Date	CAS - Project #	Project Name
682714	Upon Receipt	6/3/2013	2012-234-00	Portables

Quantity	Description	Price Each	Amount
1	Renovations: Annex to Modular Buildings Pro# 12-204-10-16-OGG Original Project Value: $904,534.67 (+) Change Order(s): $464,681.57 Total Project: $1,369,216.24 (-) Previous Draws of: $1,092,739.29 This Draw: $113,625.79 (-) 5% Retainage of: $5,681.29 Draw Amount: $107,944.50 Balance Remaining: $168,532.45 TIPS/TAPS JOC# 10012413	107,944.50	107,944.50

Thank you for your business.

Subtotal	$107,944.50
Tax (0.0%)	$0.00
Total	**$107,944.50**

1306 FM 1092, Ste. 304
Missouri City, TX 77459

(281) 499-4747 Office
(281) 499-6655 Fax
ap@caslp.com

All payments shall be mailed to the Missouri City office.

Hidalgo Couty Modular Building

04/17/2013 to 06/03/2013 - Pay App #7

								Monthly Payment				Balance to Finish	
Item:	Quantity:	Description:	Unit Rate:	Quantity:	Total Amount:	Qty. Previously Billed	Amnt. Previously Billed:	Monthly Quantity:	Quantity To Date:	Monthly Cost:	Total Cost To Date:	Quantity Remaining:	Amount Remaing:
1	10 Ea.	Project Mangaer	$3,275.00	10.00	$32,750.00	10.00	$32,750.00	0.00	10.00	$0.00	$32,750.00	0.00	$0.00
2	10 Ea.	Superintendent	$3,050.00	10.00	$30,500.00	10.00	$30,500.00	0.00	10.00	$0.00	$30,500.00	0.00	$0.00
3	4 Ea.	Trencher	$1,675.87	4.00	$6,703.48	4.00	$6,703.48	0.00	4.00	$0.00	$6,703.48	0.00	$0.00
4	100 Ea.	Barricades	$11.12	100.00	$1,112.00	100.00	$1,112.00	0.00	100.00	$0.00	$1,112.00	0.00	$0.00
5	600 LF	Temp Fencing, Plywood	$11.44	600.00	$6,864.00	600.00	$6,864.00	0.00	600.00	$0.00	$6,864.00	0.00	$0.00
6	1400 LF	Temp Fencing, Wire Mesh	$21.82	1,400.00	$30,548.00	1,400.00	$30,548.00	0.00	1,400.00	$0.00	$30,548.00	0.00	$0.00
7	30 Ea.	Clean Up of Floor Area	$47.41	30.00	$1,422.30	30.00	$1,422.30	0.00	30.00	$0.00	$1,422.30	0.00	$0.00
8	850 Ea.	Demo, Pavement & Curb, Concrete 6" thick	$16.57	850.00	$14,084.50	850.00	$14,084.50	0.00	850.00	$0.00	$14,084.50	0.00	$0.00
9	1450 Ea.	Demo, Pavement & Curb, Concrete	$4.29	1,450.00	$6,220.50	1,450.00	$6,220.50	0.00	1,450.00	$0.00	$6,220.50	0.00	$0.00
10	8 Ea.	Structural Concrete In-Place, 4,000 PSI, 24"x24"	$575.67	8.00	$4,605.36	8.00	$4,605.36	0.00	8.00	$0.00	$4,605.36	0.00	$0.00
11	7 Ea.	Handicap Access Ramp, 3' Wide	$474.45	7.00	$3,321.15	7.00	$3,321.15	0.00	7.00	$0.00	$3,321.15	0.00	$0.00
12	15 Eaca.	Slab, 3500 PSI, 4" thick	$189.43	15.00	$2,841.45	15.00	$2,841.45	0.00	15.00	$0.00	$2,841.45	0.00	$0.00
13	4200	Slab, 3000 PSI, 8" thick	$3.97	4,200.00	$16,674.00	4,200.00	$16,674.00	0.00	4,200.00	$0.00	$16,674.00	0.00	$0.00
14	175Ea	Core Drilling, 4" Diameter, 6" thick slab	$36.83	175.00	$6,445.25	175.00	$6,445.25	0.00	175.00	$0.00	$6,445.25	0.00	$0.00
15	3Ea.	Core Drill Bits, Diamond	$224.46	3.00	$673.38	3.00	$673.38	0.00	3.00	$0.00	$673.38	0.00	$0.00
16	72 Ea.	Pre-Fab Portable Bldg.	$97.46	72.00	$7,017.12	72.00	$7,017.12	0.00	72.00	$0.00	$7,017.12	0.00	$0.00
17	3 Mth.	Rent Elect. Generator	$831.04	3.00	$2,493.12	3.00	$2,493.12	0.00	3.00	$0.00	$2,493.12	0.00	$0.00
18	7 Ea.	Security Gate, 12' Wide	$3,362.13	7.00	$23,534.91	0.00	$0.00	0.00	0.00	$0.00	$0.00	7.00	$23,534.91
19	2 Ea.	Security Gate, 14' Wide	$3,362.13	2.00	$6,724.26	0.00	$0.00	0.00	0.00	$0.00	$0.00	2.00	$6,724.26
20	5 Ea.	Wood Case Goods, Office desk	$3,840.30	5.00	$19,201.50	5.00	$19,201.50	0.00	5.00	$0.00	$19,201.50	0.00	$0.00
21	25Ea.	Table Tops	$577.30	25.00	$14,432.50	25.00	$14,432.50	0.00	25.00	$0.00	$14,432.50	0.00	$0.00
22	650Ft.	Copper Pipe 1" Diameter type K	$16.29	650.00	$10,588.50	650.00	$10,588.50	0.00	650.00	$0.00	$10,588.50	0.00	$0.00
23	832Ea.	Plastic Pipe 2" Diameter	$14.11	832.00	$11,739.52	832.00	$11,739.52	0.00	832.00	$0.00	$11,739.52	0.00	$0.00
24	1250	Plastic Pipe 4" Diameter	$23.16	1,250.00	$28,950.00	1,250.00	$28,950.00	0.00	1,250.00	$0.00	$28,950.00	0.00	$0.00
25	207Ea.	Plastic Pipe 6" Diameter.	$37.85	207.00	$7,834.95	207.00	$7,834.95	0.00	207.00	$0.00	$7,834.95	0.00	$0.00
26	9Ea	Armored Cable, Copper, Solid,600V, #12 clf 2cond	$166.37	9.00	$1,497.33	9.00	$1,497.33	0.00	9.00	$0.00	$1,497.33	0.00	$0.00
27	5Ea	Armored Cable, Copper, Solid,600V, #12 clf 2cond	$225.63	5.00	$1,128.15	5.00	$1,128.15	0.00	5.00	$0.00	$1,128.15	0.00	$0.00
28	5Ea	Armored Cable, Copper, Solid,600V, #10 Clf 3cond	$317.67	5.00	$1,588.35	5.00	$1,588.35	0.00	5.00	$0.00	$1,588.35	0.00	$0.00
29	12Ea	Armored Cable ,Pvc Jacket,600V#2 in Cable Tray	$753.70	12.00	$9,044.40	12.00	$9,044.40	0.00	12.00	$0.00	$9,044.40	0.00	$0.00
30	6Ea	Wire , Copper, Stranded 600V ,2/0	$380.26	6.00	$2,281.56	6.00	$2,281.56	0.00	6.00	$0.00	$2,281.56	0.00	$0.00
31	14Ea	Wire , Copper, Stranded 600V ,3/0	$472.97	14.00	$6,621.58	14.00	$6,621.58	0.00	14.00	$0.00	$6,621.58	0.00	$0.00
32	17Ea	Wire, Copper, Stranded 600V , 4/0	$587.72	17.00	$9,991.24	17.00	$9,991.24	0.00	17.00	$0.00	$9,991.24	0.00	$0.00
33	100Ea	Witr, Copper, Standed #12 Type THW-THHN	$34.04	100.00	$3,404.00	100.00	$3,404.00	0.00	100.00	$0.00	$3,404.00	0.00	$0.00
34	100Ea	Wire ,Copper,Stranded 600 volt #10	$43.78	100.00	$4,378.00	100.00	$4,378.00	0.00	100.00	$0.00	$4,378.00	0.00	$0.00
35	18 Ea	Wire Copper Standed 600 volt #10	$60.49	18.00	$1,088.82	18.00	$1,088.82	0.00	18.00	$0.00	$1,088.82	0.00	$0.00
36	3000 Ea	PVC conduit schedule 40, 3/4 diameter, to 15' high	$2.85	3,000.00	$8,550.00	3,000.00	$8,550.00	0.00	3,000.00	$0.00	$8,550.00	0.00	$0.00
37	2000 Ea	PVC conduit 40 1 diameter to 15' high , incl	$4.02	2,000.00	$8,040.00	2,000.00	$8,040.00	0.00	2,000.00	$0.00	$8,040.00	0.00	$0.00
38	800 Ea	PVC consuit schedule 40 1-1/4 diameter to 15 H incl	$4.94	800.00	$3,952.00	800.00	$3,952.00	0.00	800.00	$0.00	$3,952.00	0.00	$0.00
39	2400 Ea	PVC conduit schedule 40, 2 diameter to 15 H incl	$6.69	2,400.00	$16,056.00	2,400.00	$16,056.00	0.00	2,400.00	$0.00	$16,056.00	0.00	$0.00
40	600 Ea	PVC conduit schedule 40, 4 diameter to 15' H incl	$6.09	600.00	$3,654.00	600.00	$3,654.00	0.00	600.00	$0.00	$3,654.00	0.00	$0.00
41	200 Ea	Electric metallic tubing 3, diameter to 15' high incl	$14.74	200.00	$2,948.00	200.00	$2,948.00	0.00	200.00	$0.00	$2,948.00	0.00	$0.00
42	200 Ea	Electric metallic tubing 1, diameter to 15 high incl	$2.51	200.00	$502.00	200.00	$502.00	0.00	200.00	$0.00	$502.00	0.00	$0.00
43	200 Ea	Electric metallic tubing , 4 diameter to 15 high incl	$19.51	200.00	$3,902.00	200.00	$3,902.00	0.00	200.00	$0.00	$3,902.00	0.00	$0.00
44	200 Ea	Rigid galvanized steel conduit, 1" diameter to 15 high	$5.49	200.00	$1,098.00	200.00	$1,098.00	0.00	200.00	$0.00	$1,098.00	0.00	$0.00
45	120 Ea	Rigid galvanized steel conduit, 2' diameter to 15' high	$9.91	120.00	$1,189.20	120.00	$1,189.20	0.00	120.00	$0.00	$1,189.20	0.00	$0.00
46	120 Ea	Rigid galvanized steel conduit, 3" diameter to 15" high	$23.18	120.00	$2,781.60	120.00	$2,781.60	0.00	120.00	$0.00	$2,781.60	0.00	$0.00
47	200 Ea	Rigid galvanized steel conduit, 4" diameter to 15' high	$31.19	200.00	$6,238.00	200.00	$6,238.00	0.00	200.00	$0.00	$6,238.00	0.00	$0.00
48	10 Ea.	Rigid galvanized steel conduit 5" diameter to 15' high	$52.16	10.00	$521.60	10.00	$521.60	0.00	10.00	$0.00	$521.60	0.00	$0.00
49	20 Ea	Pull boxes hinged sheet metal, 20' W x20	$124.77	20.00	$2,495.40	20.00	$2,495.40	0.00	20.00	$0.00	$2,495.40	0.00	$0.00
50	24 Ea	Wiring boxes dust tight & drip tight, 24 L x 30 W x 6"	$516.52	24.00	$12,396.48	24.00	$12,396.48	0.00	24.00	$0.00	$12,396.48	0.00	$0.00
51	24 Ea	Pull boxes hinged sheet metal 24" W x 24" Hx6 D"	$165.29	24.00	$3,966.96	24.00	$3,966.96	0.00	24.00	$0.00	$3,966.96	0.00	$0.00
52	1 Ea	Switchboards main fusiable switch 3 pole 4 wire	$3,343.08	1.00	$3,343.08	1.00	$3,343.08	0.00	1.00	$0.00	$3,343.08	0.00	$0.00
53	1 Ea	Switchboards circuit breaker, mold case, 3 pole, 4 wire	$8,771.90	1.00	$8,771.90	1.00	$8,771.90	0.00	1.00	$0.00	$8,771.90	0.00	$0.00
54	1 Ea	Switchboards main fusiable switch 3 pole, 4 wire	$6,599.53	1.00	$6,599.53	1.00	$6,599.53	0.00	1.00	$0.00	$6,599.53	0.00	$0.00
55	8 Ea	Light poles anchor base galvanized steel 20' high	$1,337.42	8.00	$10,699.36	8.00	$10,699.36	0.00	8.00	$0.00	$10,699.36	0.00	$0.00
56	8 Ea	Light poles galvanized steel bracket arms, 1 arm excl	$196.68	8.00	$1,573.44	8.00	$1,573.44	0.00	8.00	$0.00	$1,573.44	0.00	$0.00
57	35 Ea	Walkway luminaire exterior square 16" high pressure	$803.02	35.00	$28,105.70	35.00	$28,105.70	0.00	35.00	$0.00	$28,105.70	0.00	$0.00
58	2400 Ea	Excavating chain trencher utiliry trench, commom	$0.75	2,400.00	$1,800.00	2,400.00	$1,800.00	0.00	2,400.00	$0.00	$1,800.00	0.00	$0.00
59	2400 Ea	Excavating , chain trencher, utility trench , common	$1.49	2,400.00	$3,576.00	2,400.00	$3,576.00	0.00	2,400.00	$0.00	$3,576.00	0.00	$0.00
60	120 Ea	Backfill and compact, by hand 6 layers air rammer	$11.10	120.00	$1,332.00	120.00	$1,332.00	0.00	120.00	$0.00	$1,332.00	0.00	$0.00
61	2400 Ea	Synthertic erosiion control silt fence polypropylene	$1.30	2,400.00	$3,120.00	2,400.00	$3,120.00	0.00	2,400.00	$0.00	$3,120.00	0.00	$0.00
62	200 Ea	Cut and cover tunnels cut and cover excavation	$61.76	200.00	$12,352.00	200.00	$12,352.00	0.00	200.00	$0.00	$12,352.00	0.00	$0.00
63	6500 Ea	Slurry seal (Latex modified) rubbdrized asphalt	$4.58	6,500.00	$29,770.00	6,500.00	$29,770.00	0.00	6,500.00	$0.00	$29,770.00	0.00	$0.00
64	8000 Ea	Flexible pavement patches roadway prime coat for repair	$0.87	8,000.00	$6,960.00	8,000.00	$6,960.00	0.00	8,000.00	$0.00	$6,960.00	0.00	$0.00
65	600 Ea	Cast-in place concrete curbs & gutters concrete wood	$18.23	600.00	$10,938.00	600.00	$10,938.00	0.00	600.00	$0.00	$10,938.00	0.00	$0.00
66	28 Ea	Precast concrete parking bumpers wheel stops	$84.20	28.00	$2,357.60	28.00	$2,357.60	0.00	28.00	$0.00	$2,357.60	0.00	$0.00
67	8000 Ea	Painted pavement markings acrylic waterborne	$0.23	8,000.00	$1,840.00	8,000.00	$1,840.00	0.00	8,000.00	$0.00	$1,840.00	0.00	$0.00
68	6000 Ea	Pavement marking street letters and numbers	$1.47	6,000.00	$8,820.00	3,061.00	$4,499.67	2,939.00	6,000.00	$4,320.33	$8,820.00	0.00	$0.00
69	400 Ea	Pavement markings permanent thermoplastic tape	$4.08	400.00	$1,632.00	400.00	$1,632.00	0.00	400.00	$0.00	$1,632.00	0.00	$0.00
70	1200 Ea	Decorative metal fences and gates tublar picket	$58.55	1,200.00	$70,260.00	1,200.00	$70,260.00	0.00	1,200.00	$0.00	$70,260.00	0.00	$0.00
71	50 Ea	Plant and bulb transplanting moving shrubs on site	$46.84	50.00	$2,342.00	50.00	$2,342.00	0.00	50.00	$0.00	$2,342.00	0.00	$0.00
72	10 Ea	Plant and bulb transplanting. Moving trees on site 36"	$401.08	10.00	$4,010.80	10.00	$4,010.80	0.00	10.00	$0.00	$4,010.80	0.00	$0.00
73	172 Ea	Uncased drilled concrete piers cast in place augered	$47.54	172.00	$8,176.88	172.00	$8,176.88	0.00	172.00	$0.00	$8,176.88	0.00	$0.00
74	2000 lb	Cast in place adds for drilled concete piers for reinforced	$1.21	2,000.00	$2,420.00	2,000.00	$2,420.00	0.00	2,000.00	$0.00	$2,420.00	0.00	$0.00
75	84 Ea	Fixed end caisson piles open style in stable ground	$47.72	84.00	$4,008.48	84.00	$4,008.48	0.00	84.00	$0.00	$4,008.48	0.00	$0.00
76	2 Ea.	Fixed end casisson piles for mobiliation 50 miles radius	$2,832.53	2.00	$5,665.06	2.00	$5,665.06	0.00	2.00	$0.00	$5,665.06	0.00	$0.00
77	700 Ea	Porch or deck framing treated lumber posts or columns	$1.98	700.00	$1,386.00	700.00	$1,386.00	0.00	700.00	$0.00	$1,386.00	0.00	$0.00
78	4600 Ea	Porch or deck framing treated lumber girder double	$4.70	4,600.00	$21,620.00	4,600.00	$21,620.00	0.00	4,600.00	$0.00	$21,620.00	0.00	$0.00
79	6000 Ea	Porch or deck framing treated lumber girder double 2"	$2.91	6,000.00	$17,460.00	6,000.00	$17,460.00	0.00	6,000.00	$0.00	$17,460.00	0.00	$0.00

80	1100 Ea	Porch or deck framing cedar, railing and trim , 2x4	$5.11	1,100.00	$5,621.00	1,100.00	$5,621.00	0.00	1,100.00	$0.00	$5,621.00	0.00	$0.00
81	1100 Ea	Porch or deck framing cedar railing and trim 2"x6	$8.45	1,100.00	$9,295.00	1,100.00	$9,295.00	0.00	1,100.00	$0.00	$9,295.00	0.00	$0.00
82	9000 Ea	Porch or deck framing alternative decking wood plastic	$4.30	9,000.00	$38,700.00	9,000.00	$38,700.00	0.00	9,000.00	$0.00	$38,700.00	0.00	$0.00
83	365 Ea	Soffit and canopy framing 2'x8"	$1.69	365.00	$616.85	365.00	$616.85	0.00	365.00	$0.00	$616.85	0.00	$0.00
84	365 Ea	Soffit and canopy framinig 1"x4"	$0.93	365.00	$339.45	365.00	$339.45	0.00	365.00	$0.00	$339.45	0.00	$0.00
85	7200 Ea	Wood Framing joists, 2" x8	$1.28	7,200.00	$9,216.00	7,200.00	$9,216.00	0.00	7,200.00	$0.00	$9,216.00	0.00	$0.00
86	800 Ea	Columns rough saen cedar posts 6" x 6"	$15.66	800.00	$12,528.00	800.00	$12,528.00	0.00	800.00	$0.00	$12,528.00	0.00	$0.00
87	3 Mon	Rent toliet portable chemical incl. hourly oper cost	$213.97	3.00	$641.91	3.00	$641.91	0.00	3.00	$0.00	$641.91	0.00	$0.00
88	3 Mon	Rent toliet portable chemical incl. hourly oper cost	$213.97	3.00	$641.91	3.00	$641.91	0.00	3.00	$0.00	$641.91	0.00	$0.00
89	3 Mon	Equipment rental barricafde portable with flasher 1 to 6	$56.18	3.00	$168.54	3.00	$168.54	0.00	3.00	$0.00	$168.54	0.00	$0.00
90	365 Ea	Drip edge rake edge aluminum, 3-1/2x 1-1/2	$1.04	365.00	$379.60	365.00	$379.60	0.00	365.00	$0.00	$379.60	0.00	$0.00
91	1900 Ea	Timber connectors joist & beam hangers galvanized 18	$2.87	1,900.00	$5,453.00	1,900.00	$5,453.00	0.00	1,900.00	$0.00	$5,453.00	0.00	$0.00
92	12 Ea	Refergeration specialites, filter dryer sealed in line	$17.41	12.00	$208.92	12.00	$208.92	0.00	12.00	$0.00	$208.92	0.00	$0.00
93	41.5 Ea	Pipe sub assemblies used in assembly systems	$381.74	41.50	$15,842.21	41.50	$15,842.21	0.00	41.50	$0.00	$15,842.21	0.00	$0.00
94	444 Ea	Insulation pipe covering (price copper tube one size)	$2.98	444.00	$1,323.12	444.00	$1,323.12	0.00	444.00	$0.00	$1,323.12	0.00	$0.00
95	120 Ea	Pipe copper tubing solder 1" diameter type L includes	$13.07	120.00	$1,568.40	120.00	$1,568.40	0.00	120.00	$0.00	$1,568.40	0.00	$0.00
96	320 Ea	Pipe copper tubing solder, 3/4 diameter type L includes	$9.43	320.00	$3,017.60	320.00	$3,017.60	0.00	320.00	$0.00	$3,017.60	0.00	$0.00
97	440 Ea	Pipe copper tubing solder, 3/8 diameter type incl	$6.24	440.00	$2,745.60	440.00	$2,745.60	0.00	440.00	$0.00	$2,745.60	0.00	$0.00
98	16 Ea	Elbow 90 DEG copper wrought, copper x copper 1	$28.68	16.00	$458.88	16.00	$458.88	0.00	16.00	$0.00	$458.88	0.00	$0.00
99	21 Ea	Elbow 90 DEG copper wrought, copper x copper, 3/4	$17.15	21.00	$360.15	20.83	$357.15	0.00	20.83	$0.00	$357.15	0.17	$3.00
100	35 Ea	Elbow 90 DEG, copper wrought copper x copper 3/8	$17.92	35.00	$627.20	35.00	$627.20	0.00	35.00	$0.00	$627.20	0.00	$0.00
101	3 Ea	Chain walk link fence gates and posts motor operators	$4,461.23	3.00	$13,383.69	3.00	$13,383.69	0.00	3.00	$0.00	$13,383.69	0.00	$0.00
102	640 Ea	Beam and girder framing single, 6" x 8	$9.04	640.00	$5,785.60	640.00	$5,785.60	0.00	640.00	$0.00	$5,785.60	0.00	$0.00
103	365 Ea	Soffits, Stk cedar 1 x 10- (LF)	$3.79	365.00	$1,383.35	365.00	$1,383.35	0.00	365.00	$0.00	$1,383.35	0.00	$0.00
104	1500 Ea	Soffits, STK cedar 1" x 8	$2.74	1,500.00	$4,110.00	1,500.00	$4,110.00	0.00	1,500.00	$0.00	$4,110.00	0.00	$0.00
105	14 Ea	Roof trusses common wood, 2" x 4 metal plate connected	$109.26	14.00	$1,529.64	14.00	$1,529.64	0.00	14.00	$0.00	$1,529.64	0.00	$0.00
106	2 Ea	Mobilization or demobilization crane, truck mounted	$37.52	2.00	$75.04	2.00	$75.04	0.00	2.00	$0.00	$75.04	0.00	$0.00
107	3 day	Rent crane truck mounted hydraulic 12 ton	$882.79	3.00	$2,648.37	3.00	$2,648.37	0.00	3.00	$0.00	$2,648.37	0.00	$0.00
108	3500 Ea	Steel wire rope galvanized aircraft cable	$0.41	3,500.00	$1,435.00	3,500.00	$1,435.00	0.00	3,500.00	$0.00	$1,435.00	0.00	$0.00
109	1 Ea	Timber connectors, post bases galvanized adjustable	$1,110.14	1.00	$1,110.14	1.00	$1,110.14	0.00	1.00	$0.00	$1,110.14	0.00	$0.00
110	.3 Ea	Timber connectors post bases galvanized adjustable	$2,694.26	0.30	$808.28	0.30	$808.28	0.00	0.30	$0.00	$808.28	0.00	$0.00
111	86 Ea	Anchor bolts hooked type single 1/2 diameter x8	$4.64	86.00	$399.04	86.00	$399.04	0.00	86.00	$0.00	$399.04	0.00	$0.00
112	28 Ea	Anchor bolts hooked type single 1/2 diameter x 12	$4.83	28.00	$135.24	28.00	$135.24	0.00	28.00	$0.00	$135.24	0.00	$0.00
113	.56 Ea	Timber connectors saddle hangers for glulam	$28,372.50	0.56	$15,888.60	0.56	$15,888.60	0.00	0.56	$0.00	$15,888.60	0.00	$0.00
114	.56 Ea	Timber connectors truss connectors, galvanized adjustable	$980.58	0.56	$549.12	0.56	$549.12	0.00	0.56	$0.00	$549.12	0.00	$0.00
115	4600 Ea	Sheathing plywood of roof CDX, 3/4 thick pneumatic	$1.13	4,600.00	$5,198.00	4,600.00	$5,198.00	0.00	4,600.00	$0.00	$5,198.00	0.00	$0.00
116	36 Ea	Felt asphalt, #30 - 2 square per roll no mopping	$18.20	36.00	$655.20	36.00	$655.20	0.00	36.00	$0.00	$655.20	0.00	$0.00
117	3600 Ea	Steel roofing panels on steel frame corrugated or ribbed	$4.83	3,600.00	$17,388.00	3,600.00	$17,388.00	0.00	3,600.00	$0.00	$17,388.00	0.00	$0.00
118	1 Ea	Chain link fence gates and posts motor operations for gates	$4,530.90	1.00	$4,530.90	1.00	$4,530.90	0.00	1.00	$0.00	$4,530.90	0.00	$0.00
119	720 Ea	Plywood paneling " A" face birch veneer core select	$4.41	720.00	$3,175.20	720.00	$3,175.20	0.00	720.00	$0.00	$3,175.20	0.00	$0.00
120	8 Ea	Armored cable PVC, jacket 600 V 3 conductor , #2	$753.70	8.00	$6,029.60	8.00	$6,029.60	0.00	8.00	$0.00	$6,029.60	0.00	$0.00
121	1200 Ea	PVC conduit schedule 40, 4" diameter to 15" H incl	$17.67	1,200.00	$21,204.00	1,200.00	$21,204.00	0.00	1,200.00	$0.00	$21,204.00	0.00	$0.00
122	1 ea.	Co Cost Adjusment Coefficient (0.92 x (Discount)	-$73,176.93	1.00	-$73,176.93	0.96	-$70,410.33	0.0047231607010570	0.9669161360007860	-$345.63	-$70,755.95	0.03	-$2,420.98
123	1 ea.	Co Cost Adjustment for permits and insurances	$18,000.00	1.00	$18,000.00	0.00	$0.00	0.00	0.00	$18,000.00	$18,000.00	1.00	$0.00
124	1 ea.	Co Cost Adjustment Allowance	$45,000.00	1.00	$45,000.00	0.68	$30,600.00	0.32	1.00	$14,400.00	$45,000.00	0.00	$0.00
		PO Increase					$0.00						
125	8 Wks	Project Mangaer	$3,350.00	8.00	$26,800.00	3.00	$10,050.00	4.20	7.20	$14,070.00	$24,120.00	0.80	$2,680.00
126	8 Wks	Superintendent	$3,100.00	8.00	$24,800.00	3.00	$9,300.00	4.20	7.20	$13,020.00	$22,320.00	0.80	$2,480.00
127	1 Day	Rent Auger, truck mounted	$2,394.93	1.00	$2,394.93	1.00	$2,394.93	0.00	1.00	$0.00	$2,394.93	0.00	$0.00
128	725 LF	Saw cutting asphalt	$1.54	725.00	$1,116.50	725.00	$1,116.50	0.00	725.00	$0.00	$1,116.50	0.00	$0.00
129	100 SFCA	CIP concrete forms, slab on grade.	$2.66	100.00	$266.00	100.00	$266.00	0.00	100.00	$0.00	$266.00	0.00	$0.00
130	.6 Ton	Reinforcing Steel, in place, columns.	$1,739.53	0.60	$1,043.72	0.60	$1,043.72	0.00	0.60	$0.00	$1,043.72	0.00	$0.00
131	.6 Ton	Reinforcing Steel, in place, columns, spirals.	$1,956.65	0.60	$1,173.99	0.60	$1,173.99	0.00	0.60	$0.00	$1,173.99	0.00	$0.00
132	1000 lbs.	Reinforcing Steel, in place, slab on grade.	$0.76	1,000.00	$760.00	1,000.00	$760.00	0.00	1,000.00	$0.00	$760.00	0.00	$0.00
133	12 CY	Structural Concrete, ready mix, 3,000 psi.	$129.90	12.00	$1,558.80	12.00	$1,558.80	0.00	12.00	$0.00	$1,558.80	0.00	$0.00
134	15 CY	Structural concrete, ready mix, 4,000 psi.	$135.97	15.00	$2,039.55	15.00	$2,039.55	0.00	15.00	$0.00	$2,039.55	0.00	$0.00
135	15 CY	Structural concrete, placing, slab on grade, direct chute.	$8.03	15.00	$120.45	15.00	$120.45	0.00	15.00	$0.00	$120.45	0.00	$0.00
136	700 SF	Concrete finishing, floors, basic finishing.	$0.36	700.00	$252.00	700.00	$252.00	0.00	700.00	$0.00	$252.00	0.00	$0.00
137	10 LF	Cutting Steel, to 1/2" thick, by hand	$2.25	10.00	$22.50	10.00	$22.50	0.00	10.00	$0.00	$22.50	0.00	$0.00
138	400 LF	Railing, pipe, steel, wall rail, primed.	$25.11	400.00	$10,044.00	0.00	$0.00	400.00	400.00	$10,044.00	$10,044.00	0.00	$0.00
139	50 Ea	4' X 6'. Steel, decarative, bracket	$460.69	50.00	$23,034.50	0.00	$0.00	50.00	50.00	$23,034.50	$23,034.50	0.00	$0.00
140	3200 SF	Steel tile roofing panels, 26 guage, granual coating.	$11.48	3,200.00	$36,736.00	3,200.00	$36,736.00	0.00	3,200.00	$0.00	$36,736.00	0.00	$0.00
141	2 Ea	Security gate, swing gate operator w/ photo eye, safety loops, & SOS (gate 1).	$5,129.92	2.00	$10,259.84	2.00	$10,259.84	0.00	2.00	$0.00	$10,259.84	0.00	$0.00
142	1 Ea	Security gate, swing gate operator w/ photo eye, safety loops, & SOS (gate 3).	$5,611.17	1.00	$5,611.17	1.00	$5,611.17	0.00	1.00	$0.00	$5,611.17	0.00	$0.00
143	1 Ea	Security gate, swing gate operator w/ photo eye, safety loops, & SOS (gate 4).	$7,636.60	1.00	$7,636.60	1.00	$7,636.60	0.00	1.00	$0.00	$7,636.60	0.00	$0.00
144	1 Ea	Security gate, swing gate operator w/ photo eye, safety loops, exit loops (gate 2).	$7,152.97	1.00	$7,152.97	1.00	$7,152.97	0.00	1.00	$0.00	$7,152.97	0.00	$0.00
145	7 Ea.	Elbo, 75 deg., steel, carbon steel, black, 1-1/2".	$57.23	7.00	$400.61	0.00	$0.00	7.00	7.00	$400.61	$400.61	0.00	$0.00
146	12 Ea	Cap, steel, 1-1/2" pipe.	$41.02	12.00	$492.24	0.00	$0.00	12.00	12.00	$492.24	$492.24	0.00	$0.00
147	11 Ea	Elbow, 90 deg., steel, 1-1/2".	$77.55	11.00	$853.05	0.00	$0.00	11.00	11.00	$853.05	$853.05	0.00	$0.00
148	2 CLF	Wire, copper, solid, 600 volt, #10.	$41.66	250.00	$10,415.00	250.00	$10,415.00	0.00	250.00	$0.00	$10,415.00	0.00	$0.00
149	18 CLF	Wire, copper, stranded 600 volt, 3/0.	$490.16	18.00	$8,822.88	18.00	$8,822.88	0.00	18.00	$0.00	$8,822.88	0.00	$0.00
150	150 LF	Rigid galvanized steel conduit, 3/4"	$5.47	150.00	$820.50	150.00	$820.50	0.00	150.00	$0.00	$820.50	0.00	$0.00
151	300 LF	EMT, 3/4"	$2.66	300.00	$798.00	300.00	$798.00	0.00	300.00	$0.00	$798.00	0.00	$0.00
152	5 Ea	Decorative, aluminum, 12' light pole.	$1,832.37	5.00	$9,161.85	2.50	$4,580.93	0.00	2.50	$0.00	$4,580.93	2.50	$4,580.92
153	5 Ea	Walkway luminaire, exterior, round 19", metal halide, 250 W.	$2,436.41	5.00	$12,182.05	0.00	$0.00	0.00	0.00	$0.00	$0.00	5.00	$12,182.05
154	50 LF	Piling special costs, pre-augering,	$27.95	50.00	$1,397.50	50.00	$1,397.50	0.00	50.00	$0.00	$1,397.50	0.00	$0.00
155	1 Ea	Rough grading sites.	$889.55	1.00	$889.55	1.00	$889.55	0.00	1.00	$0.00	$889.55	0.00	$0.00
156	1800 SY	Fine grading, finish grading.	$4.01	1,800.00	$7,218.00	1,000.00	$4,010.00	800.00	1,800.00	$3,208.00	$7,218.00	0.00	$0.00
157	1375 LF	Excavating, chain trencher, 12" wide, 36" deep.	$1.13	1,375.00	$1,553.75	1,375.00	$1,553.75	0.00	1,375.00	$0.00	$1,553.75	0.00	$0.00
158	100 LCY	Cycle hauling.	$2.43	100.00	$243.00	100.00	$243.00	0.00	100.00	$0.00	$243.00	0.00	$0.00
159	1000 ECY	Compaction, 2 passes, 24" wide, 6" lifts	$2.02	1,000.00	$2,020.00	1,000.00	$2,020.00	0.00	1,000.00	$0.00	$2,020.00	0.00	$0.00
160	2 Ea	Fixed end caisson piles, for mobilization.	$2,827.13	2.00	$5,654.26	1.00	$2,827.13	1.00	2.00	$2,827.13	$5,654.26	0.00	$0.00
161	16 Ea	Flexible pavement patches, roadway.	$197.44	16.00	$3,159.04	16.00	$3,159.04	0.00	16.00	$0.00	$3,159.04	0.00	$0.00
162	9500 SF	Sidewalks, driveways, and patios.	$4.58	9,500.00	$43,510.00	9,500.00	$43,510.00	0.00	9,500.00	$0.00	$43,510.00	0.00	$0.00
163	25500 SF	Base course drainage layers, aggregate base course for roadways	$0.91	25,500.00	$23,205.00	25,500.00	$23,205.00	0.00	25,500.00	$0.00	$23,205.00	0.00	$0.00

164	1800 SY	Plan-mix ashpalt paving	$8.31	1,800.00	$14,958.00	1,100.00	$9,141.00	**700.00**	**1,800.00**	**$5,817.00**	$14,958.00	0.00	$0.00
165	50 LF	Cast-in place concrete curbs & gutters , concete, 6" X 18"	$11.59	50.00	$579.50	50.00	$579.50	**0.00**	**50.00**	**$0.00**	$579.50	0.00	$0.00
166	1500 LF	Decorative Metal Fence, 8' high	$150.03	1,500.00	$225,045.00	1,432.00	$214,842.96	**68.00**	**1,500.00**	**$10,202.04**	$225,045.00	0.00	$0.00
167	4 Ea.	Decorative metal walk gate, 3' X 8'.	$1,157.82	4.00	$4,631.28	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	4.00	$4,631.28
168	2 Ea	Decorative metal walk gate, 5' X 8'	$1,394.64	2.00	$2,789.28	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	2.00	$2,789.28
169	1 Ea	Decorative metal slide gate, 10' X 8'	$5,521.54	1.00	$5,521.54	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	1.00	$5,521.54
170	6 Ea	Decorative metal gate, headers & closers.	$912.05	6.00	$5,472.30	6.00	$5,472.30	**0.00**	**6.00**	**$0.00**	$5,472.30	0.00	$0.00
171	1 Ea	Decorative metal gate, double drive, 24' X 8'	$7,123.32	1.00	$7,123.32	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	1.00	$7,123.32
172	1 Ea	Decorative metal gate, double drive, 24' X 8', w/ privacy screen.	$12,598.10	1.00	$12,598.10	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	1.00	$12,598.10
173	1 Ea	Decorative metal gate, swing, 16' X 8'	$5,036.05	1.00	$5,036.05	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	1.00	$5,036.05
174	1 Ea	Decorative metal gate, cantilever, 24' X 8'	$11,634.62	1.00	$11,634.62	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	1.00	$11,634.62
175	1 Ea	Decorative metal gate, slide, 32' X 8'	$12,979.11	1.00	$12,979.11	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	1.00	$12,979.11
176	1375 LF	Electrical underground, pvc conduit, schdl 40, 3/4"	$1.42	1,375.00	$1,952.50	1,375.00	$1,952.50	**0.00**	**1,375.00**	**$0.00**	$1,952.50	0.00	$0.00
177	930 Lf	Electrical underground, pvc conduit, schdl 40 , 1"	$1.81	930.00	$1,683.30	930.00	$1,683.30	**0.00**	**930.00**	**$0.00**	$1,683.30	0.00	$0.00
178	12 Ea	Electrical underground, elbows, pvc 3/4"	$12.83	12.00	$153.96	12.00	$153.96	**0.00**	**12.00**	**$0.00**	$153.96	0.00	$0.00
179	25	Electrical underground, elbows, pvc 1"	$15.02	25.00	$375.50	25.00	$375.50	**0.00**	**25.00**	**$0.00**	$375.50	0.00	$0.00
180	1 Ea	Co Cost Adjustment - 92%	-$48,652.25	1.00	-$48,652.25	0.72	-$35,195.87	**0.1380714273235050**	**0.8614884450359440**	**-$6,717.49**	-$41,913.35	0.14	-$6,738.90
		Adjustments				0.00	$0.00				$0.00	0.00	$0.00
	8 ea.	Light poles anchor base galvanized steel 20' high - Adjustment	$1,337.42	-8.00	-$10,699.36	-8.00	-$10,699.36	**0.00**	**-8.00**	**$0.00**	-$10,699.36	0.00	$0.00
	8 ea.	Light poles galvanized steel bracket arms, 1 arm excl - Adjustment	$196.68	-8.00	-$1,573.44	-8.00	-$1,573.44	**0.00**	**-8.00**	**$0.00**	-$1,573.44	0.00	$0.00
	1200 Ea	Decorative metal fences and gates tublar picket - Adjustment	$58.55	-1,200.00	-$70,260.00	-1,200.00	-$70,260.00	**0.00**	**-1,200.00**	**$0.00**	-$70,260.00	0.00	$0.00
	3600 Ea	Steel roofing panels on steel frame corrugated or ribbed - Adjustment	$4.83	-3,600.00	-$17,388.00	-3,600.00	-$17,388.00	**0.00**	**-3,600.00**	**$0.00**	-$17,388.00	0.00	$0.00
	1 Ea	Switchboards main fusiable switch 3 pole 4 wire - Adjustment	$3,343.08	-0.87787	-$2,934.79	-0.88	-$2,934.79	**0.00**	**-0.88**	**$0.00**	-$2,934.79	0.00	$0.00
	12 Ea	Refergeration specialites, filter dryer sealed in line - Adjustment	$17.41	-12.00	-$208.92	-12.00	-$208.92	**0.00**	**-12.00**	**$0.00**	-$208.92	0.00	$0.00
	1 ea.	Coefficient - Adjustment	$8,245.17	1.00	$8,245.17	1.00	$8,245.17	**0.00**	**1.00**	**$0.00**	$8,245.17	0.00	$0.00
		Totals:	**$156,248.40**	**$161,439.24**	**$1,369,216.24**	**$156,410.93**	**$1,150,251.89**	**$4,996.86**	**$161,407.80**	**$113,625.79**	**$1,263,877.67**	**$31.45**	**$105,338.57**
					Total Amount:	**Qty. Previously Billed**	**Amnt. Previously Billed:**	**Monthly Quantity:**	**Quantity To Date:**	**Amount Billed:**	**Total To Date:**	**Quantity Remaining:**	**Amount Remaining:**

Amount Billed:	**$113,625.79**
Retainage Held @ 5%:	**$5,681.29**
Total Ivoiced This Period:	**$107,944.50**

Amount Previously Billed:	**$1,150,251.89**	**Retainage Previousley Held:**	**$57,512.59**
Total Billed:	**$1,263,877.67**	**Total Retainage Held:**	**$63,193.88**

AI-38821 **9. C.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of payment for Invoice No. 8230 in the amount of $18,362.79 (Pct 4, 3rd Call, Various Subdivisions) as submitted by project engineer Quintanilla, Headley & Associates, Inc. (C-CAP-08-031A-11-12.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-124-XXX-0-334

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

BUDGETARY IMPACT:

P.O.#617078

FISCAL YEAR: ACCT. #: 3-1200-431-00-124-882/883-0-731

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

BUDGETARY IMPACT:

P.O.#693254

Attachments

revised invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/23/2013 10:31 AM
Budget & Management	Obdett Calzada	05/23/2013 01:26 PM
Olga Garza	Olga Garza	05/29/2013 03:40 PM
Yvette Islas	Yvette Islas	05/30/2013 09:44 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Marcie Jackson Started On: 05/16/2013 02:56 PM

Final Approval Date: 06/07/2013

AI-38821 06/11/13 C

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00

124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527

DATE	INVOICE No.
4/29/2013	8230

BILL TO

HIDALGO COUNTY*
Colonia Access Program
301 E. State Street
Pharr, Tx 78577

5-16-2013

REQ# 147510 P.O.# 617078
3-1312-431-00-124-274-0-334→$2,933.25
FOSTER SUBD-ENG & ARCH SRV

REQ# 147510 P.O.# 617078
3-1312-431-00-124-300-0-334→$2,395.37
HACIENDA DE LOS VEGAS-ENG&ARCH SRV

REQ# 147510 P.O.# 617078
3-1312-431-00-124-329-0-334→$9,082.90
HOEHN DRIVE SUBD-ENG & ARCH SRV

REQ# 237383 P.O.# 693254
3-1200-431-00-124-882-0-731→$327.72
LA FLOR ESTATES-ROADS

REQ# 237383 P.O.# 693254
3-1200-431-00-124-883-0-731→$327.72
LA FLOR GARDENS-ROADS

REQ# 147510 P.O.# 617078
3-1312-431-00-124-886-0-334→$1,283.67
LABORSITA SUBDIVISION-ENG&ARCH SRV

REQ# 147510 P.O.# 617078
3-1312-431-00-124-844-0-334→$2,012.16
COLONIA ESPERANZA NO.2-ENG&ARCH SRV

DESCRIPTION OF	AMOUNT
RE: PRECINCT No. 4 3rd CALL BORDER COLONIA ACCESS PRO[illegible] CONTRACT No. C-CAP-08-031A-11-12 P.O. No. 617078 & 691842 PAYMENT REQUEST No. 3 FOSTER SUBDIVISION HACIENDA LOS VEGAS SUBDIVISION HOEHN DRIVE SUBDIVISION LA FLOR ESTATES LA FLOR GARDENS LABORSITA SUBDIVISION COLONIA ESPERANZA No. 2	$18,362.79

CONTRACT AMOUNT: $102,593.55
REVISED CONTRACT AMOUNT: $ 111,433.55
PHASE I (100 % COMPLETE) $44,573.42
PHASE II (100 % COMPLETE) $44,573.42
PHASE III (35% COMPLETE) $ 7,187.04
TOTAL AMOUNT EARNED $ 96,333.88
LESS PREVIOUS PAYMENTS: $ 77,971.09

AMOUNT DUE: $18,362.79

INVOICE RECEIVED BY: [signature] ON 4/30/13
GOODS/SERVICES RECEIVED BY: [signature] ON 4/30/13

PAYMENT IS EXPECTED WITHIN 30 DAYS FROM INVOICE DATE UNLESS OTHERWISE SPECIFIED IN CONTRACT.

$18,362.79

Quintanilla, Headley Associates, Inc.
Border Colonia Access Program-Round III
P.O.# 617078, 691842

TWDB ID #	Colonia Name	Engineering Fee	Preliminary Design Ph. (%)	Preliminary Design Phase 40%	Final Design Phase (%)	Final Design Phase (40%)	Construction Phase (%)	Construction Phase 20%	Total This Invoice	Previous Payment	Current Amount Earned	% Completed	Engineering Fee Available Balance
3C1080274	Foster Subdivision	$ 12,221.88	100%	$ 4,888.75	100%	$ 4,888.75	100%	$ 2,444.38	$ 12,221.88	$ 9,288.63	$ 2,933.25		$ -
3C1080300	Hacienda De Los Vegas Subdivision	$ 9,980.74	100%	$ 3,992.30	100%	$ 3,992.30	100%	$ 1,996.14	$ 9,980.74	$ 7,585.37	$ 2,395.37		$ -
3C1080329	Hoehn Drive Subdivision	$ 59,112.49	100%	$ 23,645.00	100%	$ 23,645.00	0%		$ 47,290.00	$ 38,207.10	$ 9,082.90		$ 11,822.49
3C1080882	La Flor Estates Subdivision	$ 8,192.91	100%	$ 3,277.16	100%	$ 3,277.16	0%		$ 6,554.32	$ 6,226.60	$ 327.72		$ 1,638.59
3C1080883	La Flor Gardens Subdivision	$ 8,192.91	100%	$ 3,277.16	100%	$ 3,277.16	0%		$ 6,554.32	$ 6,226.60	$ 327.72		$ 1,638.59
3C1080886	Laborsita Subdivision	$ 5,348.64	100%	$ 2,139.46	100%	$ 2,139.46	100%	$ 1,069.72	$ 5,348.64	$ 4,064.97	$ 1,283.67		$ -
3C1080844	Colonia Esperanza No.2 Subdivision	$ 8,383.98	100%	$ 3,353.59	100%	$ 3,353.59	100%	$ 1,676.80	$ 8,383.98	$ 6,371.82	$ 2,012.16		$ -
		$ 111,433.55		$ 44,573.42		$ 44,573.42		$ 7,187.04	$ 96,333.88	$ 77,971.09	**$ 18,362.79**		$ 15,099.67

Project Completion
Anticipated Completion Date
Extension
Date Extension was approved Court

Project Engineer
Name (Print)

Quintanilla, Headley & Associates, Inc.
Alfonso Quintanilla, P.E.,R.P.L.S.

Signature

Date 4-30-13

Colonia Access Program Director

Date 5.16.2013

AI-38873 **9. D.**

CC CONSENT

Meeting Date: 06/11/2013

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 extend the second (2nd) year of the two (2)-one (1) year renewal as provided in Agreement under Contract #E-12-148-05-22 (original contract #C-11-059-06-21) with Pre-Paid Legal Services, Inc. for the "Pre-Paid (Post Tax) Voluntary Legal Services" with same rates, terms and conditions.

BACKGROUND

Benefit agreement is at no cost to Hidalgo County.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact to Hidalgo County.

Attachments

Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/31/2013 10:27 AM
Budget & Management	Obdett Calzada	05/31/2013 11:34 AM
Olga Garza	Olga Garza	06/05/2013 02:15 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Vangie Garcia Started On: 05/21/2013 08:52 AM

Final Approval Date: 06/07/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 21, 2013

Pre-Paid Legal Services, Inc.
Attn: Ms. Kathy Pinston
One Pre-Paid Way
Ada, OK 74820

Via Email: ambergreen@pplsi.com
vargas_c@prepaidlegal.com
tmkldj@gmail.com

Re: Extension Of Benefit Agreement-C-11-059-06-21
"Pre-Paid (Post Tax) Voluntary Legal Services"

Dear Ms. Pinston:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the Benefit Agreement Services the second (2nd)year of the two (2)-one (1) year as provided under RFP NO: 2011-059-03-02-VYG for Hidalgo. Extension will be at the same rates, terms and conditions of the agreement in place.

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, June 11, 2013** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Monday, May 27, 2013 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

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

C-11-059-06-21

PRE-PAID LEGAL SERVICES, INC.
Serving North American Families Since 1972
CORPORATE OFFICES: ONE PRE-PAID WAY • ADA, OKLAHOMA 74820 • (580) 436-1234 • WWW.PREPAIDLEGAL.COM

BENEFIT AGREEMENT

This Agreement made and entered into this 21st day of June, 2011 by and between Pre-Paid Legal Services, Inc. ("Pre-Paid"), One Pre-Paid Way, Ada, Oklahoma 74820, an Oklahoma corporation and County of Hidalgo, Texas ("County") 1615 S. Closner, Suite J, Edinburg, Texas 78539, a Texas government entity.

WHEREAS, Pre-Paid is in the business of developing and marketing prepaid legal services plans and the identity theft plans; referred to as the "Pre-Paid Legal Plan" and

WHEREAS, County desires to make available to their employees the Pre-Paid Legal and Identity Theft plans;

THEREFORE, the parties agree as follows:

SERVICE OFFERING
County will make available to its employees, as a payroll deduction benefit, the Pre-Paid Legal Plan outlined in Appendix A.

Pre-Paid will notify both the County and members of this group in writing any changes to the membership benefits thirty (30) days prior to the changes taking place.

SERVICE COST
The monthly cost to the member for the outlined plans shall be as follows

Comprehensive Group Plan & Legal Shield	$15.75
Comprehensive Group Plan, Legal Shield & Identity Theft Shield	$25.70
Comprehensive Group Plan, Legal Shield, Identity Theft Shield & Safeguard	$26.70
Identity Theft Shield (Stand-Alone)	$12.95
Identity Theft Shield & Safeguard (Stand-Alone)	$13.95

The $10 Pre-Paid Legal Plan enrollment fee shall be waived for all County employees enrolling as part of this group.

The above costs are guaranteed for One (1) year.

SERVICE ENROLLMENT
Independent marketing associates of Pre-Paid shall be assigned to provide assistance with all initial and new hire enrollments.

County employees may enroll or discontinue the Comprehensive Group Plan and Legal Shield at any time.

County employees may enroll or discontinue the Identity Theft Shield & Safeguard at any time, but may not re-enroll until one year after their cancelation date.

When notified by the County that an employee will be taking a leave of absence, a payment option form will be mailed to the member at their home address. By completing and returning this form, the member may elect to continue the services through a monthly credit card or bank draft payment.

SERVICE BILLING

Pre-Paid shall bill County each month for the membership fees due for each active member and County shall remit such funds to Pre-Paid.

Payroll deductions will begin on date to be determined and the effective date of all memberships will be determined by County management in accordance with their benefits enrollment schedule. The effective date is defined as the first day the member is eligible for benefits.

SERVICE TERM

The initial term of the agreement shall be for One (1) Year, with the County's option to renew the agreement for an additional two (2)-one (1) year terms based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

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.

This Agreement may be terminated with or without cause by County with thirty (30) day's written notice prior to cancellation.

Notice under this Agreement shall be to the following individuals:

Honorable Ramon Garcia
County Judge
County of Hidalgo, Texas
1615 S. Closner, Suite J
Edinburg, TX 78539

Ms. Kathy Pinson
Vice President of Regulatory Compliance
Pre-paid Legal Services, Inc.
One Pre-Paid Way
Ada, OK 74820

County of Hidalgo, Texas

Approved by Commissioners' Court
on 6-21-11 RO

Ramon Garcia, County Judge

Date

Pre-Paid Legal Services, Inc.

Kathy Pinson, Vice President of Regulatory Compliance

Date

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

PRE-PAID LEGAL SERVICES®, INC.
One Pre-Paid Way PO Box 145 • Ada, OK 74821-0145 • 1.800.654.7757

APPENDIX A

Dear Member:

In consideration of your payment of the membership fee and your abiding by the terms and conditions of this Contract and any attached endorsements, you will receive the herein contained benefits. Such benefits will be provided by attorneys designated by the Company, who are duly licensed, practicing attorneys (referred to as the Provider Attorney). This Contract covers legal matters within the state of the Named Member's primary residence. For legal matters that arise within the United States and outside of the Named Member's primary residence, the Provider Attorney will assign an attorney who is duly licensed to practice law in the jurisdiction of the legal matter to provide benefits under this Contract. Should the Named Member move to another state, the Company, at its option, may transfer the Named Member's contract to one available in that state.

BENEFIT I: UNLIMITED TOLL-FREE TELEPHONE CONSULTATIONS

The Covered Person may receive toll-free telephone consultations on unlimited legal matters, personal and/or business, to the extent that the Provider Attorney deems it necessary to adequately advise the Covered Person on the legal matter. Additionally, if, in the Provider Attorney's Professional Judgment, the legal matter cannot be adequately addressed during the telephone consultation, the Provider Attorney will provide up to one (1) hour of legal research concerning the matter. For this consultation and advice, the Covered Person may call the appropriate telephone number listed on the membership card during regular office hours, except on holidays.

BENEFIT II: PHONE CALLS AND LETTERS ON YOUR BEHALF

If the consulting Provider Attorney, in his/her Professional Judgment, determines from the toll-free consultation with the Covered Person that either a telephone call or a letter would be of further assistance to the Covered Person, then in that event, the first such letter or telephone call for each non-related personal legal subject matter per Membership Year will be written or made on behalf of the Covered Person. The Covered Person is also entitled to a maximum of two (2) such letters or phone calls per Membership Year on business legal matters with no more than one (1) per subject matter. Any additional telephone calls or letters from the Provider Attorney after the first one (1) per subject per Membership Year will be provided at a discount of twenty-five percent (25%) from the Provider Attorney's standard rate.

BENEFIT III: CONTRACT AND DOCUMENT REVIEW

After consultation, the Covered Person may have reviewed by the Provider Attorney, any personal legal document of ten (10) pages or less in which the Covered Person is a contracting party. Additionally, the Covered Person may have reviewed one (1) business legal document of ten (10) pages or less, per Membership Year, in which the Covered Person is signing on behalf of the business so long as the business is a sole proprietorship owned by the Covered Person. The Covered Person shall mail a copy of the document to be reviewed, retaining the original, together with his/her telephone number, to the Provider Attorney. The Provider Attorney will review the copy and thereafter advise the Covered Person by telephone.

BENEFIT IV: MORTGAGE DOCUMENT ASSISTANCE

The Named Member and Named Member's spouse are entitled to have any and all mortgage loan documents, as may be required by the lending institution and not otherwise provided or prepared by the seller, lender or other third party, prepared by the Provider Attorney, as required by state law. All information necessary for the preparation of the documents must be provided to the Provider Attorney at least three (3) business days prior to the closing date. Legal services under this benefit are available once each Membership Year for the Named Member's primary residence. Any documents prepared by a third party may be reviewed by the Provider Attorney prior to closing, provided they are submitted to the Provider Attorney at least three (3) business days prior to the closing date. This benefit does not include review of the Abstract and preparation of a Title Opinion thereon nor the Provider Attorney's presence at closing. Any and all costs and expenses payable in connection with the loan; any and all costs and expenses required to be paid by the lender in advance; benefit charges; recording/transfer charges; survey and pest inspection charges; attorney, notary, closing charges, and any other settlement charge required by law to be disclosed in a settlement statement prepared in accordance with state law will be the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT V: UNCONTESTED SEPARATION

The Named Member is entitled to representation by the Provider Attorney for an uncontested legal separation or uncontested civil annulment if available in the state of the Named Member's primary residence. Uncontested separation is defined as a separation where neither the Named Member or Named Member's spouse is represented by separate counsel and all issues are agreed upon in writing by the parties without negotiation by the Provider Attorney. Benefits for a contested separation or contested civil annulment are available at a twenty-five percent (25%) discount from the Provider Attorney's standard rate. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested legal separation or uncontested annulment becomes contested, subsequent benefits will then be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT VI: UNCONTESTED DIVORCE

The Named Member is entitled to representation by the Provider Attorney for an uncontested divorce. Uncontested divorce is defined as a divorce where neither the Named Member or Named Member's spouse is represented by separate counsel and all issues are agreed upon by the parties, in writing, without the negotiation by the Provider Attorney, net material assets of the marriage are under $100,000 and no division of retirement benefits is applicable. If the court with jurisdiction over the divorce action changes any term of an agreed upon decree, the divorce shall be considered contested unless both parties to the divorce agree to accept the court's order. Preparation and filing of documents affecting the property ownership or encumbrances on property are not included. These services are provided at the twenty-five percent (25%) discount rate. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested divorce becomes contested, subsequent benefits will then be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT VII: UNCONTESTED ADOPTION

The Covered Person is entitled to an uncontested adoption. An uncontested adoption is defined as an adoption where all parties have agreed in writing to the adoption, all required consents are attainable and the adoption is not contested or challenged. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested adoption becomes contested, subsequent benefits will be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Covered Person. Guardianship proceedings are specifically excluded under this benefit.

BENEFIT VIII: UNCONTESTED NAME CHANGE

The Covered Person is entitled to an uncontested name change prepared by the Provider Attorney. Uncontested name change is defined as a name change where all consents are attainable and the name change is not contested or challenged. This benefit includes the preparation for and attendance, if required, at the

initial hearing to obtain the change in name. Preparation for and work required for the publication are available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Covered Person.

BENEFIT IX: HEALTH CARE POWER OF ATTORNEY

The Named Member and Named Member's Spouse will be entitled to have a Health Care Power of Attorney prepared according to their instructions and which conforms to state law. Execution and storage of the Health Care Power of Attorney shall be the responsibility of the Covered Person. The Named Member and Named Member's Spouse shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Health Care Power of Attorney to make any changes thereto which are necessary.

BENEFIT X: DIRECTIVE TO PHYSICIAN

The Named Member and Named Member's Spouse will be entitled to have a Directive to Physician / Living Will form prepared which conforms to state law. Execution and storage of the document shall be the responsibility of the Covered Person. The Named Member and Named Member's Spouse shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Directive to Physician/Living Will to make any changes thereto which are necessary.

BENEFIT XI: WILL PREPARATION

The Covered Person is entitled to have a standard Last Will and Testament prepared by the Provider Attorney. Trusts are available at the twenty-five percent (25%) discount rate. Any Covered Person desiring a Last Will and Testament should complete a Will Questionnaire and return it by mail to the Provider Attorney. Execution and storage of the Last Will and Testament shall be the sole responsibility of the Covered Person (Testator).

The Covered Person shall be entitled once during each Membership Year to have the Provider Attorney review his/her Last Will and Testatment and make any changes which are necessary. The Covered Person has the sole responsibility to initiate the annual review and such review rights do not accrue from year to year.

BENEFIT XII: MOTOR VEHICLE RELATED BENEFITS

Legal services requested under Benefit XII are available fifteen (15) days after the Effective Date of this Contract. Any matter arising or reasonably anticipated or foreseeable prior to the expiration of the fifteen (15) day waiting period shall be considered a pre-existing condition and will not be covered.

If the Covered Person, while driving any Licensed Motor Vehicle, with the express consent and permission of the owner of said vehicle, shall have a collision or be charged with a moving traffic violation, the Covered Person will be entitled to the following services from the Provider Attorney, in the court of original jurisdiction.

A. Defense of all moving traffic violations during the Membership Year. The Provider Attorney must have five (5) business days notice for court representation or benefits will not be available.

B. Defense of the Covered Person on any criminal charge for Manslaughter, Involuntary Manslaughter, Negligent Homicide, or Vehicular Homicide, arising from the permitted use of a Licensed Motor Vehicle.

C. A total of two and one-half (2-1/2) hours of attorney time in each of the following situations:

1. When the Covered Person has been denied a driver's license or a driver's license has been cancelled, suspended or revoked by the Department of Public Safety or the Department of Motor Vehicles in a situation where a right to appeal is provided by statute.

2. When legal assistance is needed to reinstate or maintain a driver's license because of job related matters.

3. When legal assistance is needed to reinstate or maintain a driver's license because of medical reasons.

D. Provider Attorney will provide a Covered Person with assistance up to, but not including, the filing of a lawsuit, to collect all personal injury and property damage claims of $2,000.00 or less for personal injuries or property damages received as a result of the Covered Person driving, riding in, or being struck by any motor vehicle or boat. Such assistance is limited to two and one-half (2-1/2) hours of attorney time per claim.

E. **Exclusions:**

1. Pre-existing Conditions as defined in the General Provisions of this Contract.

2. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.

3. Any claim or defense which in the opinion of the Provider Attorney appears to be frivolous or groundless.

4. Any traffic tickets received while driving a commercial vehicle. A commercial vehicle is defined as any vehicle with more than two (2) axles and with a gross vehicle weight exceeding 7,500 pounds.

5. Hit and run related charges, leaving the scene of an accident or similar charges.

6. Charges where the Covered Person is driving without a valid operator's license, statutorily required insurance, proper registration or inspection.

BENEFIT XIII: TRIAL DEFENSE BENEFIT

A. If the Named Member or Named Member's spouse is the named defendant in a covered civil action or in a covered criminal action as defined herein, filed in a state or federal district court, the Provider Attorney will provide benefits according to the following schedule. For the specified Covered Person to receive legal services under this benefit, the criminal action must be one which arises as a result of the Covered Person's conduct within the scope of his or her legal employment.

B. During the first Membership Year, the legal services under this benefit shall be limited to the provision of a total of sixty (60) hours of attorney time. Of that total of sixty (60) hours, a maximum of two and one-half (2-1/2) hours will be provided for any and all legal services rendered in defense of the covered lawsuit prior to its actual trial, such as conferences with associated parties and their attorneys or agents, telephone conversations or other efforts to settle cases, pre-trial conferences, settlement conferences prior to trial, court appearances, interrogatories, depositions, briefs and pleadings.

Total benefits provided under the Trial Defense Benefit shall not exceed the annual aggregate per membership amount of sixty (60) hours the first Membership Year.

C. In each subsequent Membership Year, the legal services available under this benefit increase as follows:

1. Second Membership Year: 120 hours of trial time, which includes 3 hours of pre-trial time.

2. Third Membership Year: 180 hours of trial time, which includes 3-1/2 hours of pre-trial time.

3. Fourth Membership Year: 240 hours of trial time, which includes 4 hours of pre-trial time.

4. Fifth Membership Year: 300 hours of trial time, which includes 4-1/2 hours of pre-trial time.

D. **Exclusions:**

1. This benefit does not cover defense of claims or charges relating to alcohol, drugs, substance

abuse, chemical abuse or dependency or the use of medicines, whether prescribed or not, hit and run charges or leaving the scene of an accident.

2. This benefit does not cover any criminal or civil charge against the Covered Person which arises as a result of the ownership, management or association with a business, partnership or corporation. This does not exclude lawsuits filed as a result of the Covered Person's direct action necessary to employment, ownership or association. Example: A suit filed against a store owner who removed an irate customer disturbing the normal flow of business would be covered.

3. This benefit provides legal services for only the Named Member and Named Member's spouse permanently residing with Named Member. Dependents are not covered by this Trial Defense Benefit.

4. This benefit does not provide for assistance in matters relating to dissolution of marriage, separation, annulment, child custody or other divorce or domestic related matters, to bankruptcy proceedings, or any other matters for which benefits are provided under Benefits XII and XIV of this Contract.

5. Class actions or interventions or amicus curiae filings or class actions filed in which the Covered Person is a party or potential party are excluded.

6. Pre-existing Conditions are excluded under this benefit. Pre-existing Conditions for Benefit XIII are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date, even though the lawsuit was not filed until after such date.

7. Any claim, defense, or legal position which, in the opinion of the Provider Attorney, will not prevail in court.

8. Any claim or defense which in the opinion of the Provider Attorney appears to be frivolous or groundless.

9. Any civil or criminal charge against the Covered Person while driving a commercial vehicle with more than two (2) axles will be excluded under this benefit.

10. This benefit does not cover garnishment, attachment or any other post judgment relief action. The Provider Attorney will provide services in accordance with the Contract up to the point of final judgment by court of record.

BENEFIT XIV: IRS AUDIT LEGAL SERVICES

A. The Covered Person will receive up to fifty (50) hours of professional services from the Provider Attorney when he/she is notified in writing by the Internal Revenue Service (IRS) of an audit of his tax return or when he/she is requested, in writing, to appear at the offices of the IRS concerning his/her tax return.

B. Coverage begins with the return due on April 15 of the year this Contract is effective.

C. Legal services to be provided as follows:

1. Up to one (1) hour of professional services from the Provider Attorney within the first thirty (30) days for consultation, advice and/or assistance, upon receipt of written notice from the IRS that the Covered Person's tax return is being audited or when requested in writing to appear at the offices of the IRS concerning his tax return.

2. Up to two and one-half (2-1/2) hours beginning on the thirty-first (31) day for representation at the audit and for negotiations, conferences, and telephone conversations with the attorney and/or professionals, and settlement conferences subsequent thereto, but prior to a lawsuit.

3. Up to the balance of forty-six and one-half (46-1/2) hours in professional time or services for actual trial appearance when the IRS sues the Covered Person or, after paying the disputed tax, the Covered Person sues the IRS.

D. **Exclusions:**

1. Garnishment, attachment or any other post judgment relief action.

2. Class actions or interventions or amicus curiae filings.

3. Charges of tax fraud or income tax evasion.

4. Trust returns, business and/or corporate tax returns, payroll and information returns, partnerships, corporation returns or portions thereof that are included in the Covered Person's tax returns.

5. Pre-existing Condition(s) which is any event, investigation or notice from the IRS that the Covered Person knew of or had been notified of prior to the Effective Date of this Contract.

6. Services rendered by an enrolled agent are not coverable.

7. Requests by the IRS asking for additional information to be supplied by mail or telephone before written notification of an audit is received.

BENEFIT XV: IN-OFFICE CONSULTATION

The Named Member and/or Named Member's Spouse are entitled to one (1) hour of in-office consultation per Membership Year at the main office of the Provider Attorney.

BENEFIT XVI: ALL OTHER LEGAL WORK

The Covered Person will receive all other legal work at a twenty-five percent (25%) discount from the Provider Attorney's standard rate.

All the above Benefits are a part of and are subject to all General Provisions of this Contract.

GENERAL PROVISIONS

A. **Named Member:** The person executing this Contract, who shall be a natural person, is the "Named Member."

B. **Covered Person Shall Include:**

1. The Named Member.

2. The Named Member's spouse.

3. Any unmarried dependent children of the Named Member, or the Named Member's spouse, under 21 years of age who are permanent residents of the Named Member's household. The term unmarried for the purpose of this Contract is defined as persons who have never been married.

4. Any child under 18 years of age for whom the Named Member, or the Named Member's spouse, is the legal guardian.

5. Any unmarried dependent children of the Named Member, or the Named Member's spouse, under 23 years of age who are full-time students.

6. Any dependent child, regardless of age, who is incapable of sustaining employment by reason of mental or physical disability and is chiefly dependent upon the Named Member, or the

Named Member's spouse, for support.

7. The term dependent for the purpose of this Contract is defined as the natural or adopted child of the Named Member, or the Named Member's Spouse, unless otherwise specified in this Contract.

C. **Licensed Motor Vehicle:** Any properly licensed and insured motor vehicle, except commercial vehicles with more than two (2) axles.

D. **Contract:** Any reference to "Contract" herein refers to this legal service contract between the Company and the Named Member.

E. **Availability of Benefits:** Not all benefit provisions are available in every state. A Covered Person is entitled to the benefits outlined in this Contract only to the extent such benefit is available and permitted by the laws of the state having jurisdiction over the legal matter.

F. **Entire Agreement:** This Contract represents the entire agreement between the Named Member and the Company.

G. **Provider Attorney:** Provider Attorney is defined as a law firm designated by the Company to provide the benefits described in this Contract.

H. **Territory:** This Contract provides services within the United States.

I. **Effective Date:** The Effective Date is the date on the membership application or date the application is submitted to the Company via the Internet.

J. **Eligibility Period:** The Eligibility Period begins on the Effective Date of the Contract and terminates immediately in the event of cancellation by the Company for fraud. Should the Named Member cancel the Contract, either in writing or by non-payment of membership fees, the Eligibility Period shall terminate on the date the membership is no longer paid current to the Company.

K. **Membership Year:** Membership Year shall be defined as the period of time beginning on the Effective Date of the Contract, extending for a period of one (1) year thereafter, and each one (1) year period thereafter while this Contract is in force.

L. **The Company:** Any reference to the "Company" in this Contract refers to Pre-Paid Legal Services, Inc.

M. **Pre-existing Conditions:** Pre-existing Conditions under the terms of this Contract mean acts or occurrences that existed or conditions which were reasonably anticipated or foreseeable prior to the Covered Person's enrollment. Pre-existing Conditions are also defined as those acts which give rise to the issuance of a citation for a moving violation and which are alleged to have occurred prior to fifteen (15) days after the Effective Date of the Contract, even though the citation might not be issued until after fifteen (15) days following the Effective Date of the membership.

N. **Exclusions:** All acts or omissions otherwise giving rise to coverage if such acts or omissions were performed in the commission of any crime under any municipal ordinance or state or federal statute, except as otherwise specifically provided for and covered under Benefits XII and XIII of this Contract. This Exclusion does not apply to legal services provided under Benefits I or XVI of this Contract.

O. **Specific Exclusions:** The following items are specifically excluded and shall not be interpreted as included benefits:

1. Any action, proceeding or dispute relating to the Named Member's employment.

2. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds, any out-of-pocket expense, and any matter which the Provider Attorney determines is raised an inordinate or unreasonable number of times without substantial change of circumstances.

3. Any person or entity who initiates or participates in a lawsuit against Pre-Paid Legal Services, Inc. or any of its subsidiaries, or is named as a defendant or respondent in a lawsuit initiated by Pre-Paid Legal Services, Inc. or any of its subsidiaries, shall be specifically excluded from receiving any of the benefits under any benefit of this Contract, during the pendency of such lawsuit or until its resolution.

4. Any action, proceeding or dispute between the Covered Person and the Provider Attorney.

P. **Attorney-Client Contract:** All services provided under any benefit herein, except Benefit I, shall be subject to the terms of an Attorney-Client Contract to be executed by the Covered Person prior to the time services are rendered, which contract shall require payment of anticipated costs and payment of a retainer to the Provider Attorney to cover reasonably anticipated legal services not covered by this Contract. All determinations of retainers and anticipated costs to be incurred shall be made in the sole discretion of the Provider Attorney, and eligibility for receipt of benefits hereunder is contingent upon payment of same prior to commencement of legal representation by the Provider Attorney.

Q. **Attorney of Choice:** If the Covered Person wishes to secure the services of an attorney of his/her choice for any matter arising under this Contract, the Covered Person must contact the Provider Attorney before contacting the attorney of his/her choice. The Provider Attorney and the Attorney of Choice shall enter into a contract before services are rendered, such contract setting forth the fees to be paid by the Provider Attorney to the Attorney of Choice which fees shall be the normal capitated rate paid to the Provider Attorney. If the Attorney of Choice accepts such contract, the Covered Person will be responsible to the Attorney of Choice secured by the Covered Person for any charges other than those covered by the normal capitated rate paid by the Provider Attorney to the Attorney of Choice.

R. **Provider Attorney's Professional Judgment:** It is within the sole discretion of the Provider Attorney to determine whether claims or defenses pertaining to any matter under any benefit of this Contract presents a frivolous or otherwise unmeritorious claim or defense including decisions to take any contingency case or to appeal any judgment or decision. The Provider Attorney reserves the right to make independent professional judgments regarding presentation of same. The Company will in no way influence or attempt to affect the rendering of professional services of the Provider Attorney, that prerogative being reserved by the Provider Attorney.

S. **Examination Right:** The Named Member shall have ten (10) days after delivery to examine the Contract and, if the Named Member is not satisfied with it for any reason, the Named Member may return the Contract and have the paid premium refunded. Upon return of the Contract to the Company or the agent through whom it was purchased, within ten (10) days of delivery, the Contract shall be void from the beginning and the parties shall be in the same position as if this Contract had not been issued.

T. **Cancellation of Contract:** The Company may cancel this Contract for fraud, non-payment of membership fees, or if the Provider Attorney determines, in its professional and independent judgment, that the Named Member is unable, unwilling or incapable of accepting or understanding legal advice and services. The Company shall notify the Named Member in writing of any such cancellation. All benefits will automatically terminate at the end of the Eligibility Period. The Named Member may cancel the Contract at any time by giving written notice to the Company. Upon written request, the Named Member shall be entitled to be reimbursed by the Company the unused portion of the membership fees paid for this Contract, the amount to be calculated on a pro-rata basis over the period of the Contract. Any enrollment fees are considered earned when paid and will not be refunded should this Contract be cancelled by the Named Member. In the event of cancellation by the Company, only those events reported in writing to the Provider Attorney during the Eligibility Period are covered.

U. **Settlement of Disputes:** All disputes or claims relating to the Company, this Contract, any Company products or services or any claims or causes of action between you and the company, and any of the Company's officers, directors, employees or affiliates, whether in tort or contract, shall be settled totally and finally by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association, including the optional rules for emergency measures of protection. If you file a claim or counterclaim against the Company or any of its officers, directors, employees or affiliates in any such arbitration, you may do so only on an

individual basis and not with any other member or as part of a class action. In the event that a provision of this Contract is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Contract will remain in full force and effect.

V. **Application:** No statement made by the Named Member in his application for this Contract shall void this Contract or be used in any legal proceeding hereunder unless the application or an exact copy thereof is attached to this Contract.

W. **Duplication of Coverage:** A Covered Person may not secure services from the Attorney Provider for the same matter under more than one of the Company's or its subsidiaries' or affiliates' contracts, no matter how many such contracts the Covered Person owns. Once a Covered Person has been determined to be entitled to legal services under any benefit of this Contract, the Covered Person shall communicate only with the specific attorney or attorneys handling those legal services rather than utilizing the legal services available under any other benefit for that legal matter. This limitation is provided to facilitate the most effective representation of the Covered Person.

X. **Change of Contract:** No change in the Contract shall be valid until approved by an officer of the Company and unless such change is endorsed on or attached to the Contract. No agent or sales associate has authority to change the Contract or to waive any of its provisions. A thirty (30) day notice will be given should there be any change in this Contract.

Y. **Reinstatement Procedure:** The Covered Person may reapply for this Contract after cancellation. The Company, at its option, may reinstate this Contract upon payment by the Covered Person of the appropriate fee, without change in the Contract. Benefits are not available for any act or occurrence during the lapse period.

Z. **Change in Fees:** The Company reserves the right to change the established membership fee for this membership. Changes in the membership fee will only occur after the current payment period has expired. Should the membership fee be changed, the Named Member will be given a thirty (30) day written notice at the Named Member's address according to the records of the Company.



Chairman of the Board

PRE-PAID LEGAL SERVICES®, INC.
One Pre-Paid Way PO Box 145 • Ada, OK 74821-0145 • 1.800.654.7757

LEGAL SHIELD ADDENDUM

This Addendum is to be attached to and form a part of your family plan membership number
In addition to the services covered by the aforementioned family plan, members shall be entitled to the benefits set forth in this Addendum as follows:

The Covered Person may receive toll-free telephone access to the Provider Attorney on a 24-hour per day basis by calling the emergency number on the Covered Person's membership card in order to consult with the Provider Attorney in the event of the following:

1. The Covered Person is detained by a Law Enforcement Officer.

2. The Covered Person is detained or questioned by a Law Enforcement Officer or any representative of a federal, state, or local child welfare agency while the representative is acting in an official capacity regarding any minor child in the Covered Person's custody or control, or any dependent child of the Covered Person.

3. The Covered Person is involved in an accident that results in bodily harm or physical injury to the Covered Person.

4. The Covered Person is served with a warrant.

ADDITIONAL PROVISIONS

A. This Addendum is subject to the General Provisions of the aforementioned family plan.

B. As used herein, a "Law Enforcement Officer" is any representative of any federal, state, or local law enforcement agency while that representative is acting in an official capacity or private security personnel in the course of such person's employment.

C. As used herein, "detention" means being restrained, searched or deprived of immediate liberty by a Law Enforcement Officer, official government representative as defined above or private security personnel in the course of such person's employment, and may include the presentation of any warrant, or questioning by officials.

D. These benefits are available subject to the following exclusions:

1. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.

2. Assistance in making, posting, or obtaining bond, bail or other security required for release.

3. Detention or arrest arising from alleged domestic violence, child abuse, sexual abuse or misconduct, or alleged stalking.

E. The telephone access provided in this Addendum is subject to conditions imposed by the detaining or questioning authority, which may prevent a Provider Attorney from communicating with the Covered Person on an immediate basis.

PRE-PAID LEGAL SERVICES, INC.
Serving North American Families Since 1972
CORPORATE OFFICES: ONE PRE-PAID WAY • ADA, OKLAHOMA 74820 • (580) 436-1234 • WWW.PREPAIDLEGAL.COM

IMPLEMENTATION SCHEDULE

Pre-Paid Legal Services, Inc. Corporate Office along with the Group Benefit Specialist assigned to service your group stand ready to make the implementation process effective and efficient. The outline below is a tentative schedule that will be customized to meet your company's personal needs.

1. Once the Pre-Paid Legal Services, Inc. has been awarded the opportunity to provide your employees with legal services, an initial meeting between your company's representatives and our Group Benefit Specialist will be set. During this meeting the following will be addressed:
    a. Signature of the authorizing officer will be secured for authorization of payroll deduction
    b. Establish employee enrollment meeting dates, times and locations
    c. Establish communication materials needed to announce enrollment and establish dates when your company would like to have these materials in hand

2. If applicable, a website for enrollment will be completed within 8-10 business days of the initial meeting.

3. A conference call will be set-up and initiated by Pre-Paid Legal Services Group Billing Department with your company representatives at your company's convenience to address any concern in regards to electronic enrollment, billing, scheduling and any other administrative concerns.

4. Group Benefit Specialists will provide communication materials to your group and distribute them in compliance with your company's regulations.

5. If online enrollment is to take place, the login and password will be provided to your company representative for distribution to your employees.

6. If onsite enrollment is elected by your company, Pre-Paid Legal Services, Inc. will provide a Group Benefit Specialist on location to conduct enrollment meetings. These meetings will last approximately 20 minutes and will include an explanation of benefits, information concerning the Provider Law Firm and instruction on how to access assistance from the firm. Enrollment is completed once a one-page membership application is filled out. At that point, each new member is given a Temporary Membership Packet includes written instructions on how to contact the Provider Law Firm and Customer Service at the Corporate Office. It also includes temporary enrollment cards that your employees may place in their wallet or purse to ensure that the attorney information is always at hand.

7. Formal membership packets consisting of will questionnaires, a copy of the membership contract listing all the benefits available under the membership, and permanent membership cards will arrive via mail to each member's home address within two weeks of enrollment.

8. Within thirty days of the establishment of the group, a managing partner with the Provider Law Firm will contact your company's contact person for a formal introduction and welcome.

PLEASE NOTE: All communication and membership materials are provided to your company and its employees at no cost to your company.

C-11-059-06-21

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BENEFIT AGREEMENT

This Agreement made and entered into this 21st day of June, 2011 by and between Pre-Paid Legal Services, Inc. ("Pre-Paid"), One Pre-Paid Way, Ada, Oklahoma 74820, an Oklahoma corporation and County of Hidalgo, Texas ("County") 1615 S. Closner, Suite J, Edinburg, Texas 78539, a Texas government entity.

WHEREAS, Pre-Paid is in the business of developing and marketing prepaid legal services plans and the identity theft plans; referred to as the "Pre-Paid Legal Plan" and

WHEREAS, County desires to make available to their employees the Pre-Paid Legal and Identity Theft plans;

THEREFORE, the parties agree as follows:

SERVICE OFFERING
County will make available to its employees, as a payroll deduction benefit, the Pre-Paid Legal Plan outlined in Appendix A.

Pre-Paid will notify both the County and members of this group in writing any changes to the membership benefits thirty (30) days prior to the changes taking place.

SERVICE COST
The monthly cost to the member for the outlined plans shall be as follows

Comprehensive Group Plan & Legal Shield	$15.75
Comprehensive Group Plan, Legal Shield & Identity Theft Shield	$25.70
Comprehensive Group Plan, Legal Shield, Identity Theft Shield & Safeguard	$26.70
Identity Theft Shield (Stand-Alone)	$12.95
Identity Theft Shield & Safeguard (Stand-Alone)	$13.95

The $10 Pre-Paid Legal Plan enrollment fee shall be waived for all County employees enrolling as part of this group.

The above costs are guaranteed for One (1) year.

SERVICE ENROLLMENT
Independent marketing associates of Pre-Paid shall be assigned to provide assistance with all initial and new hire enrollments.

County employees may enroll or discontinue the Comprehensive Group Plan and Legal Shield at any time.

County employees may enroll or discontinue the Identity Theft Shield & Safeguard at any time, but may not re-enroll until one year after their cancelation date.

When notified by the County that an employee will be taking a leave of absence, a payment option form will be mailed to the member at their home address. By completing and returning this form, the member may elect to continue the services through a monthly credit card or bank draft payment.

SERVICE BILLING

Pre-Paid shall bill County each month for the membership fees due for each active member and County shall remit such funds to Pre-Paid.

Payroll deductions will begin on date to be determined and the effective date of all memberships will be determined by County management in accordance with their benefits enrollment schedule. The effective date is defined as the first day the member is eligible for benefits.

SERVICE TERM

The initial term of the agreement shall be for One (1) Year, with the County's option to renew the agreement for an additional two (2)-one (1) year terms based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

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.

This Agreement may be terminated with or without cause by County with thirty (30) day's written notice prior to cancellation.

Notice under this Agreement shall be to the following individuals:

Honorable Ramon Garcia
County Judge
County of Hidalgo, Texas
1615 S. Closner, Suite J
Edinburg, TX 78539

Ms. Kathy Pinson
Vice President of Regulatory Compliance
Pre-paid Legal Services, Inc.
One Pre-Paid Way
Ada, OK 74820

County of Hidalgo, Texas

Approved by Commissioners' Court
on 6-21-11 RO

Ramon Garcia, County Judge

Date

Pre-Paid Legal Services, Inc.

Kathy Pinson, Vice President of Regulatory Compliance

Date

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

PRE-PAID LEGAL SERVICES®, INC.
One Pre-Paid Way PO Box 145 • Ada, OK 74821-0145 • 1.800.654.7757

APPENDIX A

Dear Member:

In consideration of your payment of the membership fee and your abiding by the terms and conditions of this Contract and any attached endorsements, you will receive the herein contained benefits. Such benefits will be provided by attorneys designated by the Company, who are duly licensed, practicing attorneys (referred to as the Provider Attorney). This Contract covers legal matters within the state of the Named Member's primary residence. For legal matters that arise within the United States and outside of the Named Member's primary residence, the Provider Attorney will assign an attorney who is duly licensed to practice law in the jurisdiction of the legal matter to provide benefits under this Contract. Should the Named Member move to another state, the Company, at its option, may transfer the Named Member's contract to one available in that state.

BENEFIT I: UNLIMITED TOLL-FREE TELEPHONE CONSULTATIONS

The Covered Person may receive toll-free telephone consultations on unlimited legal matters, personal and/or business, to the extent that the Provider Attorney deems it necessary to adequately advise the Covered Person on the legal matter. Additionally, if, in the Provider Attorney's Professional Judgment, the legal matter cannot be adequately addressed during the telephone consultation, the Provider Attorney will provide up to one (1) hour of legal research concerning the matter. For this consultation and advice, the Covered Person may call the appropriate telephone number listed on the membership card during regular office hours, except on holidays.

BENEFIT II: PHONE CALLS AND LETTERS ON YOUR BEHALF

If the consulting Provider Attorney, in his/her Professional Judgment, determines from the toll-free consultation with the Covered Person that either a telephone call or a letter would be of further assistance to the Covered Person, then in that event, the first such letter or telephone call for each non-related personal legal subject matter per Membership Year will be written or made on behalf of the Covered Person. The Covered Person is also entitled to a maximum of two (2) such letters or phone calls per Membership Year on business legal matters with no more than one (1) per subject matter. Any additional telephone calls or letters from the Provider Attorney after the first one (1) per subject per Membership Year will be provided at a discount of twenty-five percent (25%) from the Provider Attorney's standard rate.

BENEFIT III: CONTRACT AND DOCUMENT REVIEW

After consultation, the Covered Person may have reviewed by the Provider Attorney, any personal legal document of ten (10) pages or less in which the Covered Person is a contracting party. Additionally, the Covered Person may have reviewed one (1) business legal document of ten (10) pages or less, per Membership Year, in which the Covered Person is signing on behalf of the business so long as the business is a sole proprietorship owned by the Covered Person. The Covered Person shall mail a copy of the document to be reviewed, retaining the original, together with his/her telephone number, to the Provider Attorney. The Provider Attorney will review the copy and thereafter advise the Covered Person by telephone.

BENEFIT IV: MORTGAGE DOCUMENT ASSISTANCE

The Named Member and Named Member's spouse are entitled to have any and all mortgage loan documents, as may be required by the lending institution and not otherwise provided or prepared by the seller, lender or other third party, prepared by the Provider Attorney, as required by state law. All information necessary for the preparation of the documents must be provided to the Provider Attorney at least three (3) business days prior to the closing date. Legal services under this benefit are available once each Membership Year for the Named Member's primary residence. Any documents prepared by a third party may be reviewed by the Provider Attorney prior to closing, provided they are submitted to the Provider Attorney at least three (3) business days prior to the closing date. This benefit does not include review of the Abstract and preparation of a Title Opinion thereon nor the Provider Attorney's presence at closing. Any and all costs and expenses payable in connection with the loan; any and all costs and expenses required to be paid by the lender in advance; benefit charges; recording/transfer charges; survey and pest inspection charges; attorney, notary, closing charges, and any other settlement charge required by law to be disclosed in a settlement statement prepared in accordance with state law will be the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT V: UNCONTESTED SEPARATION

The Named Member is entitled to representation by the Provider Attorney for an uncontested legal separation or uncontested civil annulment if available in the state of the Named Member's primary residence. Uncontested separation is defined as a separation where neither the Named Member or Named Member's spouse is represented by separate counsel and all issues are agreed upon in writing by the parties without negotiation by the Provider Attorney. Benefits for a contested separation or contested civil annulment are available at a twenty-five percent (25%) discount from the Provider Attorney's standard rate. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested legal separation or uncontested annulment becomes contested, subsequent benefits will then be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT VI: UNCONTESTED DIVORCE

The Named Member is entitled to representation by the Provider Attorney for an uncontested divorce. Uncontested divorce is defined as a divorce where neither the Named Member or Named Member's spouse is represented by separate counsel and all issues are agreed upon by the parties, in writing, without the negotiation by the Provider Attorney, net material assets of the marriage are under $100,000 and no division of retirement benefits is applicable. If the court with jurisdiction over the divorce action changes any term of an agreed upon decree, the divorce shall be considered contested unless both parties to the divorce agree to accept the court's order. Preparation and filing of documents affecting the property ownership or encumbrances on property are not included. These services are provided at the twenty-five percent (25%) discount rate. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested divorce becomes contested, subsequent benefits will then be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT VII: UNCONTESTED ADOPTION

The Covered Person is entitled to an uncontested adoption. An uncontested adoption is defined as an adoption where all parties have agreed in writing to the adoption, all required consents are attainable and the adoption is not contested or challenged. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested adoption becomes contested, subsequent benefits will be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Covered Person. Guardianship proceedings are specifically excluded under this benefit.

BENEFIT VIII: UNCONTESTED NAME CHANGE

The Covered Person is entitled to an uncontested name change prepared by the Provider Attorney. Uncontested name change is defined as a name change where all consents are attainable and the name change is not contested or challenged. This benefit includes the preparation for and attendance, if required, at the

initial hearing to obtain the change in name. Preparation for and work required for the publication are available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Covered Person.

BENEFIT IX: HEALTH CARE POWER OF ATTORNEY

The Named Member and Named Member's Spouse will be entitled to have a Health Care Power of Attorney prepared according to their instructions and which conforms to state law. Execution and storage of the Health Care Power of Attorney shall be the responsibility of the Covered Person. The Named Member and Named Member's Spouse shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Health Care Power of Attorney to make any changes thereto which are necessary.

BENEFIT X: DIRECTIVE TO PHYSICIAN

The Named Member and Named Member's Spouse will be entitled to have a Directive to Physician / Living Will form prepared which conforms to state law. Execution and storage of the document shall be the responsibility of the Covered Person. The Named Member and Named Member's Spouse shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Directive to Physician/Living Will to make any changes thereto which are necessary.

BENEFIT XI: WILL PREPARATION

The Covered Person is entitled to have a standard Last Will and Testament prepared by the Provider Attorney. Trusts are available at the twenty-five percent (25%) discount rate. Any Covered Person desiring a Last Will and Testament should complete a Will Questionnaire and return it by mail to the Provider Attorney. Execution and storage of the Last Will and Testament shall be the sole responsibility of the Covered Person (Testator).

The Covered Person shall be entitled once during each Membership Year to have the Provider Attorney review his/her Last Will and Testatment and make any changes which are necessary. The Covered Person has the sole responsibility to initiate the annual review and such review rights do not accrue from year to year.

BENEFIT XII: MOTOR VEHICLE RELATED BENEFITS

Legal services requested under Benefit XII are available fifteen (15) days after the Effective Date of this Contract. Any matter arising or reasonably anticipated or foreseeable prior to the expiration of the fifteen (15) day waiting period shall be considered a pre-existing condition and will not be covered.

If the Covered Person, while driving any Licensed Motor Vehicle, with the express consent and permission of the owner of said vehicle, shall have a collision or be charged with a moving traffic violation, the Covered Person will be entitled to the following services from the Provider Attorney, in the court of original jurisdiction.

A. Defense of all moving traffic violations during the Membership Year. The Provider Attorney must have five (5) business days notice for court representation or benefits will not be available.

B. Defense of the Covered Person on any criminal charge for Manslaughter, Involuntary Manslaughter, Negligent Homicide, or Vehicular Homicide, arising from the permitted use of a Licensed Motor Vehicle.

C. A total of two and one-half (2-1/2) hours of attorney time in each of the following situations:

1. When the Covered Person has been denied a driver's license or a driver's license has been cancelled, suspended or revoked by the Department of Public Safety or the Department of Motor Vehicles in a situation where a right to appeal is provided by statute.

2. When legal assistance is needed to reinstate or maintain a driver's license because of job related matters.

3. When legal assistance is needed to reinstate or maintain a driver's license because of medical reasons.

D. Provider Attorney will provide a Covered Person with assistance up to, but not including, the filing of a lawsuit, to collect all personal injury and property damage claims of $2,000.00 or less for personal injuries or property damages received as a result of the Covered Person driving, riding in, or being struck by any motor vehicle or boat. Such assistance is limited to two and one-half (2-1/2) hours of attorney time per claim.

E. **Exclusions:**

1. Pre-existing Conditions as defined in the General Provisions of this Contract.

2. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.

3. Any claim or defense which in the opinion of the Provider Attorney appears to be frivolous or groundless.

4. Any traffic tickets received while driving a commercial vehicle. A commercial vehicle is defined as any vehicle with more than two (2) axles and with a gross vehicle weight exceeding 7,500 pounds.

5. Hit and run related charges, leaving the scene of an accident or similar charges.

6. Charges where the Covered Person is driving without a valid operator's license, statutorily required insurance, proper registration or inspection.

BENEFIT XIII: TRIAL DEFENSE BENEFIT

A. If the Named Member or Named Member's spouse is the named defendant in a covered civil action or in a covered criminal action as defined herein, filed in a state or federal district court, the Provider Attorney will provide benefits according to the following schedule. For the specified Covered Person to receive legal services under this benefit, the criminal action must be one which arises as a result of the Covered Person's conduct within the scope of his or her legal employment.

B. During the first Membership Year, the legal services under this benefit shall be limited to the provision of a total of sixty (60) hours of attorney time. Of that total of sixty (60) hours, a maximum of two and one-half (2-1/2) hours will be provided for any and all legal services rendered in defense of the covered lawsuit prior to its actual trial, such as conferences with associated parties and their attorneys or agents, telephone conversations or other efforts to settle cases, pre-trial conferences, settlement conferences prior to trial, court appearances, interrogatories, depositions, briefs and pleadings.

Total benefits provided under the Trial Defense Benefit shall not exceed the annual aggregate per membership amount of sixty (60) hours the first Membership Year.

C. In each subsequent Membership Year, the legal services available under this benefit increase as follows:

1. Second Membership Year: 120 hours of trial time, which includes 3 hours of pre-trial time.

2. Third Membership Year: 180 hours of trial time, which includes 3-1/2 hours of pre-trial time.

3. Fourth Membership Year: 240 hours of trial time, which includes 4 hours of pre-trial time.

4. Fifth Membership Year: 300 hours of trial time, which includes 4-1/2 hours of pre-trial time.

D. **Exclusions:**

1. This benefit does not cover defense of claims or charges relating to alcohol, drugs, substance

abuse, chemical abuse or dependency or the use of medicines, whether prescribed or not, hit and run charges or leaving the scene of an accident.

2. This benefit does not cover any criminal or civil charge against the Covered Person which arises as a result of the ownership, management or association with a business, partnership or corporation. This does not exclude lawsuits filed as a result of the Covered Person's direct action necessary to employment, ownership or association. Example: A suit filed against a store owner who removed an irate customer disturbing the normal flow of business would be covered.

3. This benefit provides legal services for only the Named Member and Named Member's spouse permanently residing with Named Member. Dependents are not covered by this Trial Defense Benefit.

4. This benefit does not provide for assistance in matters relating to dissolution of marriage, separation, annulment, child custody or other divorce or domestic related matters, to bankruptcy proceedings, or any other matters for which benefits are provided under Benefits XII and XIV of this Contract.

5. Class actions or interventions or amicus curiae filings or class actions filed in which the Covered Person is a party or potential party are excluded.

6. Pre-existing Conditions are excluded under this benefit. Pre-existing Conditions for Benefit XIII are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date, even though the lawsuit was not filed until after such date.

7. Any claim, defense, or legal position which, in the opinion of the Provider Attorney, will not prevail in court.

8. Any claim or defense which in the opinion of the Provider Attorney appears to be frivolous or groundless.

9. Any civil or criminal charge against the Covered Person while driving a commercial vehicle with more than two (2) axles will be excluded under this benefit.

10. This benefit does not cover garnishment, attachment or any other post judgment relief action. The Provider Attorney will provide services in accordance with the Contract up to the point of final judgment by court of record.

BENEFIT XIV: IRS AUDIT LEGAL SERVICES

A. The Covered Person will receive up to fifty (50) hours of professional services from the Provider Attorney when he/she is notified in writing by the Internal Revenue Service (IRS) of an audit of his tax return or when he/she is requested, in writing, to appear at the offices of the IRS concerning his/her tax return.

B. Coverage begins with the return due on April 15 of the year this Contract is effective.

C. Legal services to be provided as follows:

1. Up to one (1) hour of professional services from the Provider Attorney within the first thirty (30) days for consultation, advice and/or assistance, upon receipt of written notice from the IRS that the Covered Person's tax return is being audited or when requested in writing to appear at the offices of the IRS concerning his tax return.

2. Up to two and one-half (2-1/2) hours beginning on the thirty-first (31) day for representation at the audit and for negotiations, conferences, and telephone conversations with the attorney and/or professionals, and settlement conferences subsequent thereto, but prior to a lawsuit.

3. Up to the balance of forty-six and one-half (46-1/2) hours in professional time or services for actual trial appearance when the IRS sues the Covered Person or, after paying the disputed tax, the Covered Person sues the IRS.

D. **Exclusions:**

1. Garnishment, attachment or any other post judgment relief action.

2. Class actions or interventions or amicus curiae filings.

3. Charges of tax fraud or income tax evasion.

4. Trust returns, business and/or corporate tax returns, payroll and information returns, partnerships, corporation returns or portions thereof that are included in the Covered Person's tax returns.

5. Pre-existing Condition(s) which is any event, investigation or notice from the IRS that the Covered Person knew of or had been notified of prior to the Effective Date of this Contract.

6. Services rendered by an enrolled agent are not coverable.

7. Requests by the IRS asking for additional information to be supplied by mail or telephone before written notification of an audit is received.

BENEFIT XV: IN-OFFICE CONSULTATION

The Named Member and/or Named Member's Spouse are entitled to one (1) hour of in-office consultation per Membership Year at the main office of the Provider Attorney.

BENEFIT XVI: ALL OTHER LEGAL WORK

The Covered Person will receive all other legal work at a twenty-five percent (25%) discount from the Provider Attorney's standard rate.

All the above Benefits are a part of and are subject to all General Provisions of this Contract.

GENERAL PROVISIONS

A. **Named Member:** The person executing this Contract, who shall be a natural person, is the "Named Member."

B. **Covered Person Shall Include:**

1. The Named Member.

2. The Named Member's spouse.

3. Any unmarried dependent children of the Named Member, or the Named Member's spouse, under 21 years of age who are permanent residents of the Named Member's household. The term unmarried for the purpose of this Contract is defined as persons who have never been married.

4. Any child under 18 years of age for whom the Named Member, or the Named Member's spouse, is the legal guardian.

5. Any unmarried dependent children of the Named Member, or the Named Member's spouse, under 23 years of age who are full-time students.

6. Any dependent child, regardless of age, who is incapable of sustaining employment by reason of mental or physical disability and is chiefly dependent upon the Named Member, or the

Named Member's spouse, for support.

7. The term dependent for the purpose of this Contract is defined as the natural or adopted child of the Named Member, or the Named Member's Spouse, unless otherwise specified in this Contract.

C. **Licensed Motor Vehicle:** Any properly licensed and insured motor vehicle, except commercial vehicles with more than two (2) axles.

D. **Contract:** Any reference to "Contract" herein refers to this legal service contract between the Company and the Named Member.

E. **Availability of Benefits:** Not all benefit provisions are available in every state. A Covered Person is entitled to the benefits outlined in this Contract only to the extent such benefit is available and permitted by the laws of the state having jurisdiction over the legal matter.

F. **Entire Agreement:** This Contract represents the entire agreement between the Named Member and the Company.

G. **Provider Attorney:** Provider Attorney is defined as a law firm designated by the Company to provide the benefits described in this Contract.

H. **Territory:** This Contract provides services within the United States.

I. **Effective Date:** The Effective Date is the date on the membership application or date the application is submitted to the Company via the Internet.

J. **Eligibility Period:** The Eligibility Period begins on the Effective Date of the Contract and terminates immediately in the event of cancellation by the Company for fraud. Should the Named Member cancel the Contract, either in writing or by non-payment of membership fees, the Eligibility Period shall terminate on the date the membership is no longer paid current to the Company.

K. **Membership Year:** Membership Year shall be defined as the period of time beginning on the Effective Date of the Contract, extending for a period of one (1) year thereafter, and each one (1) year period thereafter while this Contract is in force.

L. **The Company:** Any reference to the "Company" in this Contract refers to Pre-Paid Legal Services, Inc.

M. **Pre-existing Conditions:** Pre-existing Conditions under the terms of this Contract mean acts or occurrences that existed or conditions which were reasonably anticipated or foreseeable prior to the Covered Person's enrollment. Pre-existing Conditions are also defined as those acts which give rise to the issuance of a citation for a moving violation and which are alleged to have occurred prior to fifteen (15) days after the Effective Date of the Contract, even though the citation might not be issued until after fifteen (15) days following the Effective Date of the membership.

N. **Exclusions:** All acts or omissions otherwise giving rise to coverage if such acts or omissions were performed in the commission of any crime under any municipal ordinance or state or federal statute, except as otherwise specifically provided for and covered under Benefits XII and XIII of this Contract. This Exclusion does not apply to legal services provided under Benefits I or XVI of this Contract.

O. **Specific Exclusions:** The following items are specifically excluded and shall not be interpreted as included benefits:

1. Any action, proceeding or dispute relating to the Named Member's employment.

2. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds, any out-of-pocket expense, and any matter which the Provider Attorney determines is raised an inordinate or unreasonable number of times without substantial change of circumstances.

3. Any person or entity who initiates or participates in a lawsuit against Pre-Paid Legal Services, Inc. or any of its subsidiaries, or is named as a defendant or respondent in a lawsuit initiated by Pre-Paid Legal Services, Inc. or any of its subsidiaries, shall be specifically excluded from receiving any of the benefits under any benefit of this Contract, during the pendency of such lawsuit or until its resolution.

4. Any action, proceeding or dispute between the Covered Person and the Provider Attorney.

P. **Attorney-Client Contract:** All services provided under any benefit herein, except Benefit I, shall be subject to the terms of an Attorney-Client Contract to be executed by the Covered Person prior to the time services are rendered, which contract shall require payment of anticipated costs and payment of a retainer to the Provider Attorney to cover reasonably anticipated legal services not covered by this Contract. All determinations of retainers and anticipated costs to be incurred shall be made in the sole discretion of the Provider Attorney, and eligibility for receipt of benefits hereunder is contingent upon payment of same prior to commencement of legal representation by the Provider Attorney.

Q. **Attorney of Choice:** If the Covered Person wishes to secure the services of an attorney of his/her choice for any matter arising under this Contract, the Covered Person must contact the Provider Attorney before contacting the attorney of his/her choice. The Provider Attorney and the Attorney of Choice shall enter into a contract before services are rendered, such contract setting forth the fees to be paid by the Provider Attorney to the Attorney of Choice which fees shall be the normal capitated rate paid to the Provider Attorney. If the Attorney of Choice accepts such contract, the Covered Person will be responsible to the Attorney of Choice secured by the Covered Person for any charges other than those covered by the normal capitated rate paid by the Provider Attorney to the Attorney of Choice.

R. **Provider Attorney's Professional Judgment:** It is within the sole discretion of the Provider Attorney to determine whether claims or defenses pertaining to any matter under any benefit of this Contract presents a frivolous or otherwise unmeritorious claim or defense including decisions to take any contingency case or to appeal any judgment or decision. The Provider Attorney reserves the right to make independent professional judgments regarding presentation of same. The Company will in no way influence or attempt to affect the rendering of professional services of the Provider Attorney, that prerogative being reserved by the Provider Attorney.

S. **Examination Right:** The Named Member shall have ten (10) days after delivery to examine the Contract and, if the Named Member is not satisfied with it for any reason, the Named Member may return the Contract and have the paid premium refunded. Upon return of the Contract to the Company or the agent through whom it was purchased, within ten (10) days of delivery, the Contract shall be void from the beginning and the parties shall be in the same position as if this Contract had not been issued.

T. **Cancellation of Contract:** The Company may cancel this Contract for fraud, non-payment of membership fees, or if the Provider Attorney determines, in its professional and independent judgment, that the Named Member is unable, unwilling or incapable of accepting or understanding legal advice and services. The Company shall notify the Named Member in writing of any such cancellation. All benefits will automatically terminate at the end of the Eligibility Period. The Named Member may cancel the Contract at any time by giving written notice to the Company. Upon written request, the Named Member shall be entitled to be reimbursed by the Company the unused portion of the membership fees paid for this Contract, the amount to be calculated on a pro-rata basis over the period of the Contract. Any enrollment fees are considered earned when paid and will not be refunded should this Contract be cancelled by the Named Member. In the event of cancellation by the Company, only those events reported in writing to the Provider Attorney during the Eligibility Period are covered.

U. **Settlement of Disputes:** All disputes or claims relating to the Company, this Contract, any Company products or services or any claims or causes of action between you and the company, and any of the Company's officers, directors, employees or affiliates, whether in tort or contract, shall be settled totally and finally by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association, including the optional rules for emergency measures of protection. If you file a claim or counterclaim against the Company or any of its officers, directors, employees or affiliates in any such arbitration, you may do so only on an

individual basis and not with any other member or as part of a class action. In the event that a provision of this Contract is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Contract will remain in full force and effect.

V. **Application:** No statement made by the Named Member in his application for this Contract shall void this Contract or be used in any legal proceeding hereunder unless the application or an exact copy thereof is attached to this Contract.

W. **Duplication of Coverage:** A Covered Person may not secure services from the Attorney Provider for the same matter under more than one of the Company's or its subsidiaries' or affiliates' contracts, no matter how many such contracts the Covered Person owns. Once a Covered Person has been determined to be entitled to legal services under any benefit of this Contract, the Covered Person shall communicate only with the specific attorney or attorneys handling those legal services rather than utilizing the legal services available under any other benefit for that legal matter. This limitation is provided to facilitate the most effective representation of the Covered Person.

X. **Change of Contract:** No change in the Contract shall be valid until approved by an officer of the Company and unless such change is endorsed on or attached to the Contract. No agent or sales associate has authority to change the Contract or to waive any of its provisions. A thirty (30) day notice will be given should there be any change in this Contract.

Y. **Reinstatement Procedure:** The Covered Person may reapply for this Contract after cancellation. The Company, at its option, may reinstate this Contract upon payment by the Covered Person of the appropriate fee, without change in the Contract. Benefits are not available for any act or occurrence during the lapse period.

Z. **Change in Fees:** The Company reserves the right to change the established membership fee for this membership. Changes in the membership fee will only occur after the current payment period has expired. Should the membership fee be changed, the Named Member will be given a thirty (30) day written notice at the Named Member's address according to the records of the Company.



Chairman of the Board

PRE-PAID LEGAL SERVICES®, INC.
One Pre-Paid Way PO Box 145 • Ada, OK 74821-0145 • 1.800.654.7757

LEGAL SHIELD ADDENDUM

This Addendum is to be attached to and form a part of your family plan membership number
In addition to the services covered by the aforementioned family plan, members shall be entitled to the benefits set forth in this Addendum as follows:

The Covered Person may receive toll-free telephone access to the Provider Attorney on a 24-hour per day basis by calling the emergency number on the Covered Person's membership card in order to consult with the Provider Attorney in the event of the following:

1. The Covered Person is detained by a Law Enforcement Officer.

2. The Covered Person is detained or questioned by a Law Enforcement Officer or any representative of a federal, state, or local child welfare agency while the representative is acting in an official capacity regarding any minor child in the Covered Person's custody or control, or any dependent child of the Covered Person.

3. The Covered Person is involved in an accident that results in bodily harm or physical injury to the Covered Person.

4. The Covered Person is served with a warrant.

ADDITIONAL PROVISIONS

A. This Addendum is subject to the General Provisions of the aforementioned family plan.

B. As used herein, a "Law Enforcement Officer" is any representative of any federal, state, or local law enforcement agency while that representative is acting in an official capacity or private security personnel in the course of such person's employment.

C. As used herein, "detention" means being restrained, searched or deprived of immediate liberty by a Law Enforcement Officer, official government representative as defined above or private security personnel in the course of such person's employment, and may include the presentation of any warrant, or questioning by officials.

D. These benefits are available subject to the following exclusions:

1. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.

2. Assistance in making, posting, or obtaining bond, bail or other security required for release.

3. Detention or arrest arising from alleged domestic violence, child abuse, sexual abuse or misconduct, or alleged stalking.

E. The telephone access provided in this Addendum is subject to conditions imposed by the detaining or questioning authority, which may prevent a Provider Attorney from communicating with the Covered Person on an immediate basis.

PRE-PAID LEGAL SERVICES, INC.
Serving North American Families Since 1972
CORPORATE OFFICES: ONE PRE-PAID WAY • ADA, OKLAHOMA 74820 • (580) 436-1234 • WWW.PREPAIDLEGAL.COM

IMPLEMENTATION SCHEDULE

Pre-Paid Legal Services, Inc. Corporate Office along with the Group Benefit Specialist assigned to service your group stand ready to make the implementation process effective and efficient. The outline below is a tentative schedule that will be customized to meet your company's personal needs.

1. Once the Pre-Paid Legal Services, Inc. has been awarded the opportunity to provide your employees with legal services, an initial meeting between your company's representatives and our Group Benefit Specialist will be set. During this meeting the following will be addressed:
    a. Signature of the authorizing officer will be secured for authorization of payroll deduction
    b. Establish employee enrollment meeting dates, times and locations
    c. Establish communication materials needed to announce enrollment and establish dates when your company would like to have these materials in hand

2. If applicable, a website for enrollment will be completed within 8-10 business days of the initial meeting.

3. A conference call will be set-up and initiated by Pre-Paid Legal Services Group Billing Department with your company representatives at your company's convenience to address any concern in regards to electronic enrollment, billing, scheduling and any other administrative concerns.

4. Group Benefit Specialists will provide communication materials to your group and distribute them in compliance with your company's regulations.

5. If online enrollment is to take place, the login and password will be provided to your company representative for distribution to your employees.

6. If onsite enrollment is elected by your company, Pre-Paid Legal Services, Inc. will provide a Group Benefit Specialist on location to conduct enrollment meetings. These meetings will last approximately 20 minutes and will include an explanation of benefits, information concerning the Provider Law Firm and instruction on how to access assistance from the firm. Enrollment is completed once a one-page membership application is filled out. At that point, each new member is given a Temporary Membership Packet includes written instructions on how to contact the Provider Law Firm and Customer Service at the Corporate Office. It also includes temporary enrollment cards that your employees may place in their wallet or purse to ensure that the attorney information is always at hand.

7. Formal membership packets consisting of will questionnaires, a copy of the membership contract listing all the benefits available under the membership, and permanent membership cards will arrive via mail to each member's home address within two weeks of enrollment.

8. Within thirty days of the establishment of the group, a managing partner with the Provider Law Firm will contact your company's contact person for a formal introduction and welcome.

PLEASE NOTE: All communication and membership materials are provided to your company and its employees at no cost to your company.

AI-39067 **9. E.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted For: Marty Salazar Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to modify current approved agreement with ASG Security for the Installation of a Security Alarm System with monitoring services for one year for the County owned building located at 9805 N. 10th St., McAllen, TX to include equipment, installation and services of Cellular Back Up System in the total additional amount of: $188.60.

BACKGROUND

Reference: AI# 36906 3/20/13

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-00-115-002-0-413

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

BUDGETARY IMPACT:

Available balance as of 6-7-13 $372.00

Attachments

Additional Services: Cellular Backup

ASG Approved Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	06/07/2013 08:59 AM
Budget & Management	Obdett Calzada	06/07/2013 09:36 AM
Manuel Chapa	Manuel Chapa	06/07/2013 11:16 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Moises Salazar Started On: 06/04/2013

Final Approval Date: 06/07/2013

12301 Kiln Ct., Ste. A
Beltsville, MD 20705
877-227-3274

DE: 02-17, FAL-0221
MA: 1608 C
MD: 107-714
NC: 1961-CSA
NJ: 34BF00000500
PA: 381162
TX: B11180, ACR-2242
VA: DCJS 11-3605

RIDER FOR ADDITIONAL SERVICES

This RIDER, made this 15 day of MAY, 20 13, is hereby part of the original agreement dated the 4 day of April, 20 13, and between Alarm Security Group, LLC ("ASG") and Hidalgo county urban county Program office ("Customer"), for additional services for the site designated at 9805 N 10th st McAllen. TX 78504

SCOPE OF WORK/SERVICES TO BE PROVIDED:

Add 1- GSMx4g Cellular Backup system

Installation $125.00
8 months of service $63.60
$188.60

Monthly Services
Cellular Backup at $7.95 monthly

Bill on completion P.O #

The customer hereby agrees to pay ASG, its agents or assigns, the sum of $ 125.00 as an installation fee and pay the additional sum of $ 7.95 per month, to be billed Annual (monthly, quarterly, etc.) for the additional services described herein.

The parties hereto mutually agree that the aforesaid agreement, of which this RIDER is made a part, shall remain in force with all the terms and conditions thereof, modified only as in this RIDER specifically provides.

This RIDER is not binding unless approved in writing by an authorized representative of the Company described above as:

ASG Security

Julio Montenegro
Agent

Authorized Signature

Title

Date

Customer

By

Printed Name

Title

Date

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

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

C. Acceptance and approval of Request for Payment Application No. 3 in the amount of **$110,700.35** as submitted by Holchemont, LTD, awarded contractor for the "Construction Of A New Constable Building Precinct No. 1 Offices" and as certified for payment by project architect, Alcocer Garcia Associates, Inc. in connection with Contract #C-12-028-07-24 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

D. Requesting authority to enter into a 12-month renewal software maintenance agreement through our membership/participation with Department of Information Resources (DIR) awarded vendor CASO Document Management, contract #DIR-SDD-1429 through requisition #228560 in the amount of $9,708.08, effective upon approval-(3-1100-415-15-140-001-0-336).

E. Requesting recission of one (1) item asset #37156 (Laurant Lateral 20X30 File Cabinet) previously approved by Commissioners' Court on 02/26/13 (AI#37069 Item#16D), due to a transposition error (with net effect of removing the wrong item belonging to another department) and approve the removal of:

The correct asset request for removal from the Texas DPS-McAllen sub-station physical inventory:

ASSET #	DESCRIPTION	ACQ DATE	SERIAL #
31756	HP LASER JET 4000	03-09-1998	USEK028949

with supporting documents attached.

F. 1. Requesting acceptance and approval of payment for Inv# 11324397 ($143,413.20) submitted by L&G Consulting Engineers, Inc. in connection to Contract#C-11-234-09-13 (WA#2-PO#684964) for "JOB SPECIFIC PROJECT": "FM 1925 (Kenyon Rd. to FM 907) (Alamo Rd. Extension)" located in Hidalgo County Precinct No. 4;

2. Requesting acceptance and approval of payment for Inv# 11324389 ($129,769.52) submitted by L&G Consulting Engineers, Inc. in connection to Contract#C-13-027-12-11 (WA#1-PO#688436) for "JOB SPECIFIC PROJECT": "FM 1017 Project (from 0.1 Miles West of US281 to 0.8 Miles West)" located in Hidalgo County Precinct No. 4.

AGENDA
CC CONSENT
COMMISSIONERS' COURT
MEETING
March 20, 2013
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote to approve all items listed on the Consent Agenda, with the exception of item 2.A., 2.B., 3.A., and 6.A.
Vote: 4 - 0

NO ACTION taken on items 2.A., 2.B., 3.A. and 6.A.

1. **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.)

2. **2013 Intradepartmental transfers:**

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

   B. 2013 - Co Wide Adm (1100)

   C. 2013 - Constable Pct. #4 (1100)

   D. 2013 - Public Defenders (1100)

Barcode

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office: 314 Ash Ave, McAllen, TX 78501

Customer Billing Information: Hidalgo county.

Corporate Info
MAS #:
Site #:
Job #:

THIS AGREEMENT made this 11 day of March 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and Hidalgo county urban county program office 9805 N 10th St McAllen, TX 78504. hereinafter called the "Client", at (site address)

Moises Salazar 318-2626

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

A. **Type of Transaction:** (check boxes that apply) ☑ System/Equipment Install/Purchase ☐ Company Owned System ☑ Monthly Services

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

☑ Burglar Alarm Monitoring	21.00	☐ ASG Connect		☐ Fire Alarm Maint. (inc. Test&Ins)	
☐ Panic/Hold-Up Monitoring		☐ ASG Managed Access		☐ Sprinkler Alarm Maintenance	
☐ Fire Alarm Monitoring		☐ Burglar Alarm Maintenance		☐ Sprinkler Test & Inspect	
☐ Sprinkler Alarm Monitoring		☐ Fire Alarm Maintenance		☐ Fire Alarm Insp A B BM M Q SA W	
☐ Elevator Monitoring		☐ Access Control Maintenance		Billed: Upon Insp or In Advance	
☐ Temp Alert Monitoring		☐ Video Surveillance System Maint.		☐ FA Sens Test A B BM M Q SA W	
☐ Cellular/Radio Service		☐ Opening/Closing Log Only		Billed: Upon Insp or In Advance	
☐ DataLink		☐ Opening/Closing w/Schedules		☐ Other:	
		☐ O/C Reports M W BW		☐ Administration Fee*	$3.99

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

2A. System/Equipment Purchase: The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be $460.00 Dollars plus applicable taxes. The terms of payment are as follows: Deposit $ — ; upon Equipment Delivery $ — ; upon 100% completion $ 460.00 . In the event of changes in cost of the System if request by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

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

2C. Monthly Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 21.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☐ monthly; ☐ quarterly; ☐ semi-annually; ☑ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

This Agreement to turn into A month to month After Initial term Expires.

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

Schedule of Equipment to be Installed

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

ASG SECURITY (Alarm Security Group LLC)	Accepted by:
Sales Representative (Print/Signature)	X Hidalgo County — Client's Name
Company Authorized Signature	Ramon Garcia — Client's Authorized Signature
Title	Ramon Garcia Jr — Printed Name
Date	956-318-2600 — Business Telephone
	4-4-13 — Date
	County Judge — Title
	4-4-13 — Date

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

License Numbers

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

In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau.
Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78572-4422, 512-424-7710.
In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board
Complaints may be directed to: 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

Approved by Commissioners' Court on 3/20/13 RD

v02.12

ASG SECURITY

Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 11 day of March, 20 13, between ASG Security (Company) and HIDALGO county urban county ("Client"), located at:
program office 9805 N 10th st McAllen, TX 78504

SCOPE OF WORK / SERVICES TO BE PROVIDED:

office Area

upgrade Brinks security panel to Honeywell Vista 20 system.
2-6160 keypads (Replace)
Add 1-76730 GLASS Break (2nd office ON North side of Building)
Add 1- Exterior siren
Add 1- wireless Receiver
(Add to southside of Empty Building)
3-wireless Door contacts

* Burglary monitoring service @ $21.00

Install cost $460.00
12 months of service $252.00
712.00 TAX Exempt

Bill on completion of Job p.o.#

*Amendment to terms: Item 18
To the extent provided for under the constitution and laws of the state of texas.

ASG SECURITY
(Alarm Security Group LLC)

Sales Representative (Print/Signature)

Company Authorized Signature

Title

Date

Accepted by:

Approved by Commissioners' Court on 3/20/13 RD

X Hidalgo County — Client's Name — Date 4-4-13

Ramon Garcia — Client's Authorized Signature

Ramon Garcia — Printed Name — County Judge — Title

956-318-2600 — Business Telephone — 4-4-13 — Date

Subscriber Information Form

Date: _____

Branch #: Click arrow for drop-down choice

ASG SECURITY
(Alarm Security Group LLC)

Please check all that apply

- ☐ NEW ACCOUNT
- ☐ UPDATE / CHANGES
- ☐ Residential
- ☐ Commercial
- ☐ Commercial Fire
- ☐ Supervised O/C
- ☐ Supervised T/T
- ☐ Alarmnet
- ☐ Datalink

Install Date: _____

SUBSCRIBER INFORMATION

Hidalgo county urban county program office

Primary Account #	Secondary Account #	Customer Name

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

Cross Street (s)	Primary Phone Number	Secondary Phone Number
–	X	

Not providing this information may delay processing

Panel Phone Number	Panel Type	Panel Format
	V-20	

RESPONDING AGENCIES

Not providing this information may delay processing

Police Dept (Name): mcallen p.d	Police Phone (not 911):	Permit Number:
Fire Dept (Name): mcallen fire dept	Fire Phone (not 911):	Permit Number:
EMT (Name):	EMT Phone (not 911):	Permit Number:
Security Guard:	Security Guard Phone:	

EMERGENCY CONTACT LIST

General Passcode/Password: [redacted]	Duress Code: 7777

	Contact Name	Cell Phone	Home Phone	Other Phone	Passcode
1					
2					
3					
4					

Approved by/Signature: _____

3/11/13
Date of Transaction

ASG SECURITY

ALARM or USER PERMIT REQUIREMENT - NOTIFICATION

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

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

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

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

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

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

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

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

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

NOTICE OF UNDERSTANDING REGARDING TAKEOVER OF EXISTING SYSTEM

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

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

NOTICE OF CANCELLATION (Applicable to Residential Customers Only)

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

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

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

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

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

I HEREBY CANCEL THIS TRANSACTION: _____ Client's Signature _____ Date

_____ Print Name _____ City/State

Zimbra **moises.salazar@co.hidalgo.tx.us**

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

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Mon, Mar 11, 2013 12:01 PM

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

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

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

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

Marty/Moises

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

Thanks.

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

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From: Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]
Sent: Monday, March 11, 2013 9:53 AM
To: michael garza
Cc: Martha Salazar; josephine ramirez; Roy Quintanilha; lauro torres; valde guerra
Subject: Re: 10th Stree Bldg Security System -ASG Quote and Agreement

Mr. Garza,

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

We appreciate your help.
Thank you.

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

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

Thank you.
From the desk of:

Moises Salazar, Buyer III

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

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

Marty,

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

Michael Garza

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

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

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

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

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

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

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

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

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

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

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

Please advice.

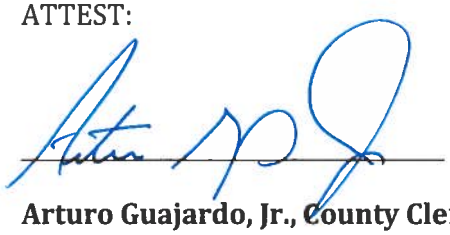
From the desk of:

Moises Salazar, Buyer III

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

Agreement with ASG Security for the Installation of an Alarm System with monitoring services for one year for County owned building located at 9805 N. 10th St., McAllen, TX

ATTEST:



Arturo Guajardo, Jr., County Clerk

APPROVED BY COMMISSIONERS COURT: **03/20/2013**

JUL 20 2012

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Partners Service Group
Equity Risk Partners, Inc. License No. 0D21146 456 Montgomery St, Suite 1600 San Francisco CA 94104	PHONE (A/C, No, Ext): (415) 874-7168 FAX (A/C, No): (415) 874-7199 E-MAIL ADDRESS: psg@equityrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance	18058
INSURER B: Ins. Co. of the State of PA	19429
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Alarm Security Group, LLC
12301 Kiln Court
Beltsville MD 20705

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

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

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

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

CERTIFICATE HOLDER

Hidalgo County
2802 So. Bus. Hwy. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Anthony Marcon/KURIH

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COMMENTS/REMARKS

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

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AI-39145 **9. F.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Acceptance and approval of WORK AUTHORIZATION No. 3 in the amount of $ 6,065.14 submitted by L&G Engineering Laboratory, LLC, in connection to Contract #C-12-122-06-12 for: “Construction Material Testing Services” for projects located within Hidalgo County Precinct No. 4 (on an as needed basis) for PROJECT: CMT SERVICES FOR "M" ROAD PARKING LOT at PRECINCT 4.

2. Requesting acceptance and approval of payment for Invoice# 11324447 ($ 33,729.90) 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;

3. Requesting acceptance and approval of payment for Invoice# 11324448 ($ 20,862.30) 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;

4. Requesting acceptance and approval of payment for Invoice# 11324451 ($ 14,656.84) 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.

BACKGROUND

Invoice# 11324447 -L&G Consulting Engineers, Inc. -C-11-234-09-13
Invoice# 11324448 -L&G Consulting Engineers, Inc. -C-11-234-09-13
Invoice# 11324451 -L&G Consulting Engineers, Inc. -C-12-126-10-16

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-124-076-0-841

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

BUDGETARY IMPACT:

Available funds as of 06/07/13 (PO #684964).

FISCAL YEAR: 2013 ACCT. #: 3-1341-431-00-124-076-0-841

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

BUDGETARY IMPACT:

Available funds as of 06/07/13 (PO #663995).

FISCAL YEAR: 2013 ACCT. #: 3-1336-431-00-124-076-0-841

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

BUDGETARY IMPACT:

Available funds as of 06/07/13 (PO #663995).

FISCAL YEAR: 2013 ACCT. #: 3-1341-431-00-124-030-8-841/731/711

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

BUDGETARY IMPACT:

Available funds as of 06/07/13 (PO #688820).

FISCAL YEAR: 2013 ACCT. #: 3-1342-419-40-124-126-0-720

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

BUDGETARY IMPACT:

Req #237454

Attachments

Inv# 11324447-L&G-Pct4

Inv# 11324448-L&G-Pct 4

Inv# 11324451-L&G-Pct 4

revised WA#3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	06/07/2013 08:59 AM
Budget & Management	Obdett Calzada	06/07/2013 09:37 AM
Olga Garza	Olga Garza	06/07/2013 04:45 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Letty Saenz Started On: 06/06/2013 03:47 PM

Final Approval Date: 06/07/2013

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: June 05, 2013
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #2
C-11-234-09-13

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # **11324447** WORK AUTHORIZATION **#2** IN THE AMOUNT OF **$33,729.90** 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
BUDGET ANALYST II

CC: COUNTY FILES
ATTACHMENTS: Inv. # 11324447

L&G Engineering
Transportation Consultants

June 3, 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 May 2013.

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consists of engineering services required for the preparation of the surveys, PS&E, utilities adjustments and construction management for the FM 1925 project (Part II of Phase I) from Kenyon Road East to FM 907 (Old Alamo Road.). The following is a narrative of the progress report for this work authorization.

Work Authorization#2

FC 15001 – ROADWAY DESIGN SURVEY		**% Complete**
The surveyor has provided the survey data which has been reviewed by L&G. L&G has coordinated the tie-downs of the existing utility lines with the surveyor. This task is complete.	**L&G**	**100%**
FC 15010 – ROADWAY DESIGN SURVEY/SUB		
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%**
FC 16001 – PS&E DESIGN		
L&G Engineering has finalized the following plan sheets: Title Sheet, Index of Sheets, Project Layout, Typical Sections, TCP Sequence of Construction & Layouts along with the appropriate TxDOT standards. L&G continues to develop the P&P's, U&D's, & Culvert Layouts and has submitted a 60% package to TxDOT for review. We continue to finalize the design toward the 90% submittal.	**L&G**	**80%**
FC 16205 – SIGNAL DESIGN		
The phasing design of the traffic signal at FM 1925 & FM 907 has been developed as well as the temporary signal design. The final signal design is almost complete along with the quantities.	**L&G**	**80%**
FC 16307 – UTILITIES (PERMITTED)		
L&G Engineering has contacted all of the utility companies along the project corridor, has sent the initial project correspondence and has received 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**	**80%**
32001 – CONSTRUCTION MANAGEMENT		
This task has not yet begun.	**L&G**	**0%**

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

RECEIVED
JUN 04 2013
BY:

Sincerely,

Robert Macheska, P.E.
Project Manager

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324447
INVOICE DATE: 05/31/13

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 May 2013.						
15001-Rdwy Dsgn Surv	41,218.00	41,218.00		41,218.00	100.0	
15010-Rdwy Survy/Sub	26,792.00	26,792.00		26,792.00	100.0	
16001-Rdwy Design	348,018.00	261,013.50	17,400.90	278,414.40	80.0	69,603.60
16205-Signal Design	72,019.00	43,211.40	14,403.80	57,615.20	80.0	14,403.80
16307-Utl(Permitted)	38,504.00	28,878.00	1,925.20	30,803.20	80.0	7,700.80
32001-Const. Mgmt	74,009.00				0.0	74,009.00
TOTALS:	600,560.00	401,112.90	33,729.90	434,842.80	72.4	165,717.20

ORIGINAL CONTRACT SUM	$	600,560.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	600,560.00
TOTAL COMPLETED TO DATE	$	434,842.80
LESS PREVIOUS INVOICES	$	401,112.90
CURRENT PAYMENT DUE	$	33,729.90

PROJECT MANAGER'S SIGNATURE

RECEIVED
JUN 04 2013
BY:

Invoice Received By: on 5/6/13
Goods/Services Received By: on 5/6/13

3-1342-431-00-124-0860-841
Pct. # 1744
Pur. Req. # 227054
P.O. # 684964

PROJECT: FM 1925
LIMITS: from Kenyon Road to FM 907 (Old Alamo Road)
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

5/29/20

TASK AND DESCRIPTION	FIRM	2012			2013												2014												2015		
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
Work Authorization No. 1																															
Approval and Clearance																															
Approval by TxDOT/FHWA - FONSI	L&G																														
ROW Clearance																															
Consumation of Cases - ROW Purchase Finalized	L&G																														
Work Authorization No. 2																															
Field Survey, Plan Design & Construction																															
Obtain Right of Entry (Surveying)	RODS																														
Design Surveys	RODS																														
Update DTM & Planimetrics	RODS																														
Provide Field Books	RODS																														
Provide Sealed Survey Data Sheets	RODS																														
PS&E Development																															
Outfall Coordination with HCDD #1	L&G																														
30% PS&E Submittal w/Signal Design	L&G																														
60% PS&E Submittal w/Signal Design	TxDOT																														
90% PS&E Submittal w/Signal Design	L&G																														
TxDOT Review	L&G																														
95% PS&E Submittal w/Signal Design	L&G																														
TxDOT Review	TxDOT																														
100% Mylars Submittal w/Signal Design	L&G																														
TxDOT Plan Set Approval	TxDOT																														
Utility Coordination																															
Plan of Adjustment, Development and Review	L&G																														
Execution of 2-Party Standard Utility Agreement	COUNTY																														
Utility Adjustment	COUNTY																														
Construction Management																															
TxDOT Let Project (Est. Earliest Date: February 2014)	TxDOT																														
TxDOT Construction Duration	TxDOT																														
L&G Construction Management	L&G																														

L&G ENGINEERING TASK
TxDOT TASK
COUNTY TASK

NOTE THIS SCHEDULE ASSUMES THAT A FULL RE-EVALUATION OF THE FONSI WILL NEED TO BE PERFORMED. IN ADDITION, THIS SCHEDULE ASSUMES THAT ROW ACQUISITION WILL NOT BEGIN UNTIL THE RE-EVALUATION IS COMPLETE DUE TO FUNDING

RECEIVED
JUN 04 20[illegible]
BY:

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: June 05, 2013
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #1
C-11-234-09-13

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # **11324448** WORK AUTHORIZATION **#1** IN THE AMOUNT OF **$20,862.30** FOR **L & G CONSULTING ENGINEERS, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER # **663995**
ACCOUNT # **3-1341-431-00-124-076-0-841**
3-1336-431-00-124-076-0-841

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

VERONICA LOPEZ
BUDGET ANALYST II

CC: COUNTY FILES
ATTACHMENTS: Inv. # 11324448

L&G Engineering
Transportation Consultants

June 3, 2013

RECEIVED
JUN 04 2013
BY:

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 May 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.

Our office has been closely coordinating the subject Project with your office and all the work associated with our **"Lump Sum Contract"**. The majority of the estimated Work Authorization No.1 and Supplemental No. 1 have been completed to the satisfaction of your office. The original estimate was to sub out the Archeological and Historical associated with this project. The distribution of work between L&G Engineering and Ama Terra has changed and the attached invoice reflects the redistributing of money for this lump sum contract.

The following is a narrative of the progress report for this work authorization.

Work Authorization#1

FC 11006 – DESIGN SCHEMATIC		**% Complete**
This task is complete.	**L&G**	**100%**
FC 11007 – PRELIMINARY ROW INFO		
This task is complete.	**L&G**	**100%**
FC 12001 – ENVIRONMENTAL REPORTS		
This task is complete.	**L&G**	**100%**
FC 12002 – PUBLIC INVOLVEMENT		
This task is complete.	**L&G**	**100%**
FC 13002 – RIGHT OF WAY MAPPING		
This task is complete.	**L&G**	**100%**
FC 13020 – ROW MAP/SUB		
This task is complete.	**RODS**	**100%**
FC 16101 – HYDROLOGICAL MAP		
This task is complete.	**L&G**	**100%**

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

FC 60700 – COMPENSABLE UTILITIES		% Complete
This task is complete.	L&G	100%
FC 60000 – ROW ACQUISITION ADMINISTRATION		
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.	L&G	85%
FC 60100 – TITLE SERVICES		
This task has not begun.	L&G	0%
FC 60200 – APPRAISAL SERVICES		
This task has not begun.	L&G	0%
FC 60220 – APPRAISAL SERVICES/SUB		
This task has not begun.	Leonel	0%
FC 60300 – APPRAISAL REVIEW		
This task has not begun.	L&G	0%
FC 60330 – APPRAISAL REVIEW/SUB		
This task has not begun.	HLH	0%
FC 60400 – PARCEL NEGOTIATION		
This task has not begun.	L&G	0%
FC 60500 – CLOSING SERVICES		
This task has not begun.	L&G	0%
FC 60600 – APPRAISAL UPDATE		
This task has not begun.	L&G	0%

Supplemental #1 to Work Authorization #1

FC 11006 – DESIGN SCHEMATIC		% Complete
The schematic has been approved by TxDOT. This task is complete.	L&G	100%
FC 11007 – PRELIMINARY ROW INFO		
This task is complete.	L&G	100%
FC 12001 – ENVIRONMENTAL REPORTS		
On May 9, 2013 Texas Parks and Wildlife Department (TPWD) provided comments on the Biological Impact Evaluation. L&G Environmental staff has prepared a response to TPWD and provided it to TxDOT for review, approval and forwarding to TPWD. L&G Environmental staff continues to develop 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.	L&G	75%

FC 12007 – ARCHEOLOGICAL & HISTORICAL RESEARCH MANAGEMENT		% Complete
L&G Environmental staff coordinated with TxDOT throughout the month of May to finalize the historical and archeological documentation as per the State Historical Preservation Office, TxDOT, and FHWA. On May 9, 2013 TxDOT provided L&G the approved Archeological and Historical clearances for the FM 1925 project. These are recorded at TxDOT and will be included by L&G in the administratively complete environmental document for further processing.	L&G	100%
FC 12070 – ARCHEOLOGICAL & HISTORICAL RESEARCH/SUB		
Ama Terra has completed the archeological and historical documentation required to environmentally clear the project and proceed to ROW acquisition and construction.	AmaTerra	100%
FC 13002 – RIGHT OF WAY MAPPING		
This task is complete.	L&G	100%
FC 16101 – HYDROLOGICAL MAP		
This task is complete.	L&G	100%

FC 60000 – ROW ACQUISITION ADMINISTRATION		% Complete
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%
FC 60100 – TITLE SERVICES		
This task has not begun.	L&G	0%
FC 60200 – APPRAISAL SERVICES		
This task has not begun.	L&G	0%
FC 60220 – APPRAISAL SERVICES/SUB		
This task has not begun.	Leonel	0%
FC 60300 – APPRAISAL REVIEW		
This task has not begun.	L&G	0%
FC 60330 – APPRAISAL REVIEW/SUB		
This task has not begun.	HLH	0%
FC 60400 – PARCEL NEGOTIATION		
This task has not begun.	L&G	0%
FC 60500 – CLOSING SERVICES		
This task has not begun.	L&G	0%
FC 60600 – APPRAISAL UPDATE		
This task has not begun.	L&G	0%

FC 60700 – COMPENSABLE UTILITIES		% Complete
L&G has identified the utilities within the project limits and is completing the coordination process. We have provided location maps and coordination letters to the different utility companies and identified them on our design files. A project utility meeting was conducted and proof of property interest has been requested.	L&G	80%

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
JUN 04 2013
BY:

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324448
INVOICE DATE: 05/31/13

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

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 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 Involvment	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	85.0	11,025.00
60100-Title Services	9,000.00				0.0	9,000.00
60200-Appraisal Srv	10,500.00				0.0	10,500.00
60220-Appraisal/Sub	30,000.00				0.0	30,000.00
60300-Appraisal Rvw	6,375.00				0.0	6,375.00
60330-Appr. Rev/Sub	5,625.00				0.0	5,625.00
60400-Parcel Negtion	48,000.00				0.0	48,000.00
60500-Clsng Srvs Fee	3,000.00				0.0	3,000.00
60600-Aprsal Update	1,500.00				0.0	1,500.00
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	30,000.00	7,500.00	37,500.00	75.0	12,500.00
12007-Arch & Hist	11,184.42	1,340.00	9,844.42	11,184.42	100.0	
12070-Arc & Hist/Sub	8,815.58	7,297.70	1,517.88	8,815.58	100.0	
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-Clsng 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 #: 11324448
INVOICE DATE: 05/31/13
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	2,000.00	32,000.00	80.0	8,000.00
TOTALS:	650,640.00	441,077.70	20,862.30	461,940.00	70.9	188,700.00

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	429,600.00
CHANGE BY CHANGE ORDER	$	221,040.00
CONTRACT SUM TO DATE	$	650,640.00
TOTAL COMPLETED TO DATE	$	461,940.00
LESS PREVIOUS INVOICES	$	441,077.70
CURRENT PAYMENT DUE	$	20,862.30

RECEIVED
JUN 04 2013
BY:

Invoice Received By: on 6/5/13
Goods/Services Received By: on 6/5/13

3-1336-431-00-124-07-0-841
3-1341 431-00-124-0760-841
Pct. # 1365
Pur. Req. # 20305
P.O. # 663995

Invoice for Professional Services

To: L&G Consulting Engineers, Inc.
2100 West Expressway 83
Mercedes, TX 78570

From: AmaTerra Environmental, Inc.
4009 Banister Lane, Suite 300
Austin, TX 78704

Phone (512) 329-0031

Attn: Anthony Garza, P.E.

Project Mgr Tom Eisenhour
eisen@amaterra.com

FM 1925
WA #3

AmaTerra Project # 184-009

Invoice Date	Invoice Period	Invoice No.	Terms	Due Date
May 1, 2013	April 1-28, 2013	184-009-07	Net 30	May 31, 2013

Value Completed by Work Task

Project Task	Contract Value	percent complete	Value Completed	Previously Invoiced	Amount Due
Task 1. Project Coordination Request & Archeology Background Report/NEPA text	$3,534.00	100.0%	$3,534.00	$3,534.00	$0.00
Task 2. Historic Resources Research Design	$2,482.00	100.0%	$2,482.00	$2,482.00	$0.00
Task 3. Historic Resources Reconnaissance survey and report	$1,038.28	100.0%	$1,038.28	$415.10	$623.18
Task 4. Archeological Survey and Report	$1,761.30	100.0%	$1,761.30	$1,281.70	$479.60
Total	$8,815.58	100.0%	$8,815.58	$7,712.80	$1,102.78

Thank You for including AmaTerra as part of your Project Team!

TOTAL **$1,102.78**

Invoice for Professional Services

To: L&G Consulting Engineers, Inc.
2100 West Expressway 83
Mercedes, TX 78570

Attn: Anthony Garza, P.E.

FM 1925
WA #3

From: AmaTerra Environmental, Inc.
4009 Banister Lane, Suite 300
Austin, TX 78704

Phone (512) 329-0031

Project Mgr Tom Eisenhour
eisen@amaterra.com

AmaTerra Project # 184-009

Invoice Date	Invoice Period	Invoice No.	Terms	Due Date
April 5, 2013	March 1-31, 2013	184-009-06	Net 30	May 5, 2013

Value Completed by Work Task

Project Task	Contract Value	percent complete	Value Completed	Previously Invoiced	Amount Due
Task 1. Project Coordination Request & Archeology Background Report/NEPA text	$3,534.00	100.0%	$3,534.00	$3,534.00	$0.00
Task 2. Historic Resources Research Design	$2,482.00	100.0%	$2,482.00	$2,482.00	$0.00
Task 3. Historic Resources Reconnaissance survey and report	$1,038.28	40.0%	$415.10	$0.00	$415.10
Task 4. Archeological Survey and Report	$1,761.30	72.8%	$1,281.70	$1,281.70	$0.00
Total	$8,815.58	87.5%	$7,712.80	$7,297.70	$415.10

Thank You for including AmaTerra as part of your Project Team!	**TOTAL**	**$415.10**

PROJECT: FM 1925
LIMITS: from Kenyon Road to FM 907 (Old Alamo Road)
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

5/28/2013

TASK AND DESCRIPTION	FIRM	2011			2012												2013												
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JA
Work Authorization No. 1																													
Project Planning																													
Obtain Right of Entry (Surveying)	RODS																												
Existing Right-Of-Way Layout	RODS																												
Hydrologic Map	L&G																												
Utility Coordination	L&G																												
Coordination with Irrigation District	L&G																												
Schematic & Environmental Doc Development																													
Develop Schematic with Outfalls	L&G																												
Meet w/TxDOT & Revise Schematic as per Comments	L&G																												
TxDOT & County approves Schematic	TxDOT																												
Meet with Affected Property Owners (Limited PI)	L&G																												
Prepare Re-Evaluation Document	L&G																												
Submit Final Draft Document	L&G																												
Agency Review & Revisions	TxDOT																												
Approval by TxDOT/FHWA - FONSI	TxDOT																												
ROW Mapping (Approx. 15 Parcels)																													
Develop ROW Map, Parcel Sketches & Field Notes	RODS																												
TxDOT Review	TxDOT																												
Revisions as per TXDOT Comments	L&G																												
TxDOT Approve ROW Map	TxDOT																												
ROW Acquisition (Approx. 15 Parcels)																													
Project Administration	L&G																												
Coordination with County and TxDOT	L&G																												
Title Commitments	L&G																												
Appraisal Reports	L&G																												
Appraisal Review Reports	L&G																												
Appraisal Update Reports	L&G																												
Approved Values by TxDOT	TxDOT																												
Acquisition Negotiation Offers	L&G																												
Title Curative Process	L&G																												
Title Commitment Updates	L&G																												
Payments for Parcels	L&G																												
L&G Condemnation Support Process	L&G																												
Eminent Domain Proceedings by County	County																												
Title Insurance Policies	L&G																												
Consummation of Outstanding Cases	L&G																												

L&G ENGINEERING TASK
TxDOT TASK
COUNTY TASK

NOTE: THIS SCHEDULE ASSUMES THAT A FULL RE-EVALUATION OF THE FONSI WILL NEED TO BE PERFORMED. IN ADDITION, THIS SCHEDULE ASSUMES THAT ROW ACQUISITION WILL NOT BEGIN UNTIL THE RE-EVALUATION IS COMPLETE DUE TO FUNDING.

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: June 05, 2013
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #1
C-12-126-10-16

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # **11324451** WORK AUTHORIZATION **#1** IN THE AMOUNT OF **$14,656.84** 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 # **3-1341-431-00-124-030-8-841/731/711**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

VERONICA LOPEZ
BUDGET ANALYST II

CC: COUNTY FILES
ATTACHMENTS: Inv. # 11324451

L&G Engineering
Transportation Consultants

June 3, 2013

RECEIVED
JUN 05 2013
BY:

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RE: 10th 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 May 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 10th 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%**
FC 11006 – DESIGN SCHEMATIC		
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%**
FC 11007 – PRELIMINARY RIGHT OF WAY		
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 10th 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%**
FC 12001 – ENVIRONMENTAL REPORTS		
L&G Environmental Staff finalized the status of the existence of county roadway ROW along the project with regards to TxDOT and FHWA regulations on ROW acquisition. L&G staff has evaluated impacts associated with the current alignment alternatives that have been prepared by the project engineers. The Technically Preferred Alternative is being studied in detail for inclusion in the draft Biological Impact Evaluation that is being developed for submittal to TxDOT.	**L&G**	**47%**

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

FC 12002 – PUBLIC INVOLVEMENT		
L&G Environmental staff is preparing for the upcoming public meeting. Mailing lists, based on appraisal district information, have been developed for the distribution of notices to the public. L&G staff continues to work with the TxDOT Pharr District to refine documents and exhibits associated with the upcoming public meeting.	**L&G**	**75%**
FC 12008 – ENGINEER FOR PUBLIC MEETINGS		
The Engineering Staff has generated all of the layouts, Preliminary Schematic, Hydrologic Map, Cost Estimates and existing and proposed Typical Sections for the upcoming public meeting. We have sent the notices in to TxDOT for approval.	**L&G**	**75%**
FC 12070 – ARCHEOLOGICAL & HISTORICAL RESEARCH SUB		
No work has been completed on this task to date.	**Amaterra**	**0%**
FC 13002 – RIGHT OF WAY MAPPING		
No work has been completed on this task to date.	**L&G**	**0%**
FC 16101 – HYDROLOGICAL MAP		
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

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324451
INVOICE DATE: 05/31/13

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 May 2013.						
11005-Ph. I Comp Uti	86,761.53	86,761.53		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	20,017.05		20,017.05	100.0	
12001-EA Reports	95,024.83	38,009.93	6,651.74	44,661.67	47.0	50,363.16
12002-Pub Involvment	20,019.67	11,010.82	4,003.93	15,014.75	75.0	5,004.92
12008-Engr/Pub Mtgs	20,005.84	11,003.21	4,001.17	15,004.38	75.0	5,001.46
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	27,015.46		27,015.46	90.0	3,001.72
TOTALS:	621,824.10	282,929.31	14,656.84	297,586.15	47.9	324,237.95

ORIGINAL CONTRACT SUM	$	621,824.10
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	621,824.10
TOTAL COMPLETED TO DATE	$	297,586.15
LESS PREVIOUS INVOICES	$	282,929.31
CURRENT PAYMENT DUE	$	14,656.84

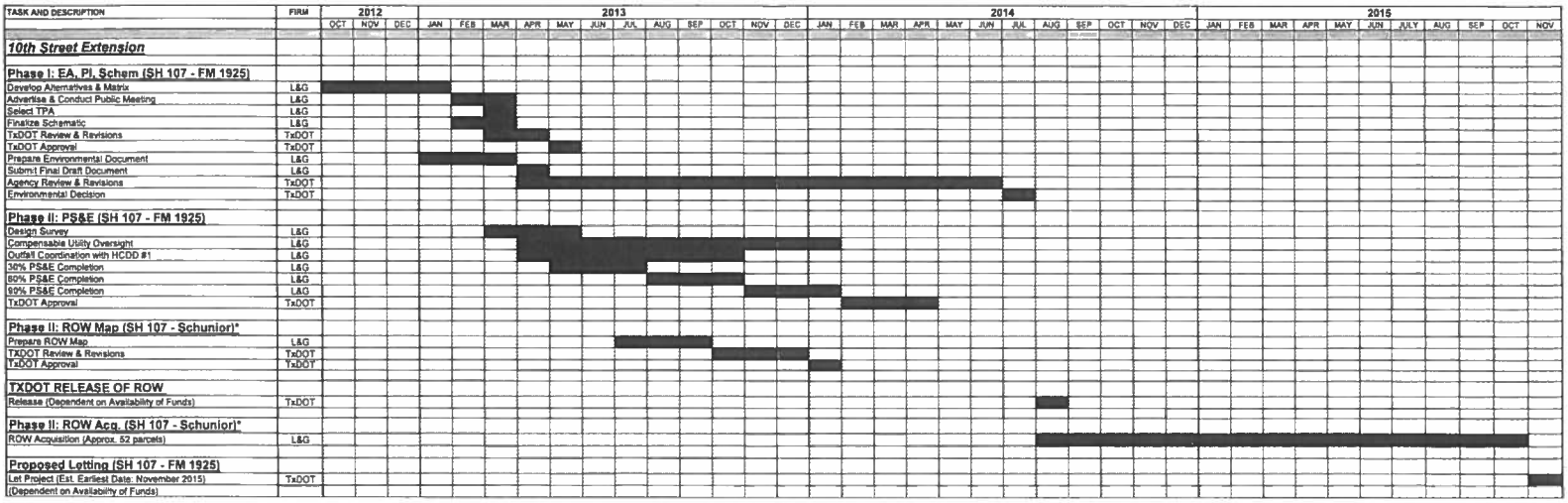
PROJECT MANAGER'S SIGNATURE

RECEIVED
JUN 05 2013
BY:

Invoice Received By: on 6/5/13
Goods/Services Received By: on 6/5/13
3-1341-431-00-124-030-0 941 731 911
Pct. # 3 87
Pur. Req. # 232402
P.O. # 688820

Client: Hidalgo County

EXHIBIT "C"
WORK SCHEDULE
10th Street Extension
From SH 107 to FM 1925 (Monte Christo Rd)
Length = 2.5 miles



* - Note: Hidalgo County Pct. #4 has already purchased 120' of ROW from Schunior to FM 1925

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

1:34 PM/3/29/2013

HIDALGO COUNTY

Professional Engineering Services
Contract # C-12-122-06-12
Work Authorization Form

WORK AUTHORIZATION NO. 3

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 **Construction Materials Testing Services for "*M*" *Road Parking Lot* Project 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 **$6,065.14**. 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. 3 shall be funded through funding source:
Account No. 3-1342-419-40-124-126-0-739
Requisition Number 237454 **(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. #3.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY: Joseph Palacios

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2013.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

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: ***"M" Road Parking Lot*** **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 **Construction Documents, Plans and Specifications** for the ***"M" Road Parking Lot*** **Project In Hidalgo County Precinct No. Four (4)**

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: ***"M" Road Parking Lot*** **Project In Hidalgo County Precinct No. Four (4)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the ***"M" Road Parking Lot*** **Project In Hidalgo County Precinct No. Four (4)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: ***"M" Road Parking Lot*** **Project In Hidalgo County Precinct No. Four (4)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 4** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-12-122-06-12.**

ATTACHMENT "D"
Cost Proposal

***PROJECT:* "M" Road Parking Lot Project In Hidalgo County Precinct No. Four (4)**

See Attached

Attachment "D"
"M" Road Parking Lot Project (Approx. 12,250 S.Y.)
Prepared for Hidalgo County Pct No. 4

Subgrade Material Testing - Laboratory Testing					
Tech Time	3	Hrs.	$46.44	$139.32	
Trip Charge	50	Mi.	$0.51	$25.50	1
Atterberg	1	Ea.	$77.32	$77.32	Site Visits
Moisture-Density Determ	1	Ea.	$199.78	$199.78	for
% Finer than No. 200	1	Ea.	$64.52	$64.52	
Reports	1	Ea.	$22.90	$22.90	Sample
Eng. Spec.	0.25	Hrs.	$116.01	$29.00	Pickup
Engineer	0.25	Hrs.	$154.76	$38.69	
			Sub.	$597.03	
Subgrade Material - Field Density Testing					
Tech Time	20	Hrs.	$46.44	$928.80	
Trip Charge	450	Mi	$0.51	$229.50	8 site visits
Comp. Test	24	Ea.	$23.21	$557.04	to perform
Reports	8	Ea.	$22.90	$183.20	testing
Eng. Spec.	2	Hrs.	$116.01	$232.02	
Engineer	2	Hrs.	$154.76	$309.52	
			Sub.	$2,440.08	
New Base Material Testing - Laboratory Testing					
Tech Time	3	Hrs.	$46.44	$139.32	
Trip Charge	45	Mi.	$0.51	$22.95	1
Atterberg	1	Ea.	$77.32	$77.32	Site Visits
Moisture-Density Determ	1	Ea.	$199.78	$199.78	for
Sieve Analysis	1	Ea.	$57.98	$57.98	
Reports	1	Ea.	$22.90	$22.90	Sample
Eng. Spec.	0.25	Hrs.	$116.01	$29.00	Pickup
Engineer	0.25	Hrs.	$154.76	$38.69	
			Sub.	$587.94	
New Base Material - Field Density Testing					
Tech Time	20	Hrs.	$46.44	$928.80	
Trip Charge	450	Mi	$0.51	$229.50	8 site visits
Comp. Test	24	Ea.	$23.21	$557.04	to perform
Reports	8	Ea.	$22.90	$183.20	testing
Eng. Spec.	2	Hrs.	$116.01	$232.02	
Engineer	2	Hrs.	$154.76	$309.52	
			Sub.	$2,440.08	

Estimated Field and Laboratory Testing Fees $6,065.14

Requisition

Req # 00237454

PO #

Date: 05/24/13

Bill To: x
x

Vendor : 312797
L & G ENGINEERING LABORATORY, LLC
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: VLopez
956-383-3112

Contract No: C-12-122-06-12

Special Instructions:
Pct 4 Req # 800

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Project: M Road Parking Lot		
		DO NOT DUPLICATE ORDER		
1.00	LOT	CO WA # 3- Scope of Work: Construction Materials Testing Services for "M" Road Parking Lot Project In Hidalgo County Precinct No. Four (4)	6,065.14	6,065.14
		Account No	Encumbrance	
		3-1342-419-40-124-126-0-739	6,065.14	
			Freight	.00
			Total	6,065.14
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-39113 **9. G.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted For: Comm. AC Cuellar, HC-Pct. 1 Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Seeking ratification of fully executed Change Order No. 1 reflecting a decrease of $13,170.36 with contractor Texas Cordia Construction for Dimas 2 & 3 Subdivision, Pct. No. 1 as submitted though project engineer TEDSI Infrastructure Group (C-CAP-12-112-12-28.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: Fund 1312&1200

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

BUDGETARY IMPACT:

P.O.#689808 available balance as of 6-7-13 $232,566.82

By acct:
3-1312-431-00-121-230-1-733 $ 56,164.57
3-1312-431-00-121-230-1-731 $166,296.25
3-1200-431-00-121-230-0-731 $ 10,106.00

Attachments

Change Order No.1 Dimas No.2 & 3 Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	06/05/2013 04:11 PM
Purchasing Department	Marty Salazar	06/06/2013 04:28 PM
Budget & Management	Obdett Calzada	06/07/2013 08:53 AM
Manuel Chapa	Manuel Chapa	06/07/2013 01:24 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Marcie Jackson Started On: 06/05/2013 03:38 PM

Final Approval Date: 06/07/2013

CHANGE ORDER #1

PROJECT: HIDALGO COUNTY PRECINCT NO. 1 - DIMAS 2 & 3 SUBDIVISION

DATE OF ISSUANCE: May 30, 2013 **EFFECTIVE DATE:** June 03, 2013

OWNER: HIDALGO COUNTY
OWNER's Contract No. C-CAP-12-112-12-28

CONTRACTOR: Texas Cordia Construction LLC **ENGINEER:** TEDSI INFRASTRUCTURE GROUP

You are directed to make the following changes in the Contract Documents.

Description:
1. Remove top existing pavement and top 2" of flexbase. Rework flexbase: 4" new + 4" existing
2.
3.
4.
5.
6.

Reason for Change Order:
1. Reduce overall construction cost by reworking existing flexbase.
2.
3.
4.
5.
6.

Attachments: Change Order No 1 Tabulations Dimas 2 & 3 Subdivision
Revised plan sheet 4

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**
Original Contract Price $ 232,566.82		Original Contract Time for Substantial Completion: 150 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net change from previous Change Orders calendar days
Contract Price prior to this Change Order $ 232,566.82		Contract Time prior to this Change Order Substantial Completion: 150 calendar days or dates
Net Increase (decrease) of this Change Order $ (13,170.36)		Net Increase (decrease) of this Change Order calendar days
Contract Price with all approved Change Orders $ 219,396.46	Net % increase (decrease) from original contract price. (5.66) %	Contract Time with all approved Change Orders Substantial Completion: 150 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 05/30/2013

APPROVED:
By: _____
Owner (Authorized Signature)
Date: 06/03/2013

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 5/30/13

CHANGE ORDER NO. 1 TABULATION

HIDALGO COUNTY PRECINCT NO. 1 - DIMAS 2 & 3 SUBDIVISION (C-CAP-12-112-12-28)

Item	Original Plan Qty	Change Order #1 Qty	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
(905) ROADWAY									
0100	22.78		STA	PREPARING ROW	$153.81		$3,503.79	$0.00	$3,503.79
0110	1927	-477	CY	EXCAVATION (ROADWAY)	$6.70		$12,910.90	-$3,195.90	$9,715.00
0132	71		CY	EMBANKMENT (FINAL)(ORD COMP)(TY C)	$5.31		$377.01	$0.00	$377.01
0164	6894		SY	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	$0.83		$5,722.02	$0.00	$5,722.02
0168	206.9		MG	VEGETATIVE WATERING	$3.96		$819.32	$0.00	$819.32
0247	7223		SY	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	$6.18	$3.94	$44,638.14	-$16,179.52	$28,458.62
0260	54.3		TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	$261.16		$14,180.99	$0.00	$14,180.99
0260	7223		SY	LIME TRT(NEW BASE)(8")	$1.17	$0.97	$8,450.91	-$1,444.60	$7,006.31
0310	1228		GAL	PRIME COAT (MC-30)	$5.89		$7,232.92	$0.00	$7,232.92
0340	6136		SY	D-GR HMA(METH) TY-D SAC-B PG64-22	$10.31		$63,262.16	$0.00	$63,262.16
0500	1		LS	MOBILIZATION	$4,432.70		$4,432.70	$0.00	$4,432.70
0502	3		MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$1,899.00		$5,697.00	$0.00	$5,697.00
0531	20		SY	CONC SIDEWALKS (4")	$58.04		$1,160.80	$0.00	$1,160.80
0644	6		EA	INS SM SN SUP&AM TY 10BWG(2)SA(P)	$484.83		$2,908.98	$0.00	$2,908.98
0666	4263		LF	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	$0.35		$1,492.05	$0.00	$1,492.05
0666	36		LF	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	$8.31		$299.16	$0.00	$299.16
0666	490		LF	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	$0.42		$205.80	$0.00	$205.80
0666	610		LF	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	$0.44		$268.40	$0.00	$268.40
0251		5066	SY	REWORK BS MTL(TY D)(8")(DENS CONT)		$1.51		$7,649.66	$7,649.66
Total Roadway:							**$177,563.05**	**-$13,170.36**	**$164,392.69**
(906) DRAINAGE									
0464	156		LF	RC PIPE (CL III)(18 IN)	$31.50		$4,914.00	$0.00	$4,914.00
0506	78		LF	TEMPORARY SEDIMENT CONTROL FENCE	$10.87		$847.86	$0.00	$847.86
0530	537		SY	DRIVEWAY (CONC)	$42.92		$23,048.04	$0.00	$23,048.04
0530	423		SY	DRIVEWAY (ACP)	$20.29		$8,582.67	$0.00	$8,582.67
4378	720		LF	THERMOPLASTIC PIPE (15")(TY III)	$24.46		$17,611.20	$0.00	$17,611.20
Total Drainage:							**$55,003.77**	**$0.00**	**$55,003.77**
GRAND TOTAL:							**$232,566.82**	**-$13,170.36**	**$219,396.46**

AI-39101 **9. H.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Invoice No. 07-SO in the amount of $4,880.00, from contracted engineer, Dos Logistics, Inc. for the "Construction of the Sheriff's Office Substation in the Pct 1 Area." C-08-223-11-04.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

PO 613288 has an available balance of $4,880.00 as of 6/6/2013.

Attachments

Inv. 07-SO

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 04:43 PM
Obdett Calzada	Obdett Calzada	06/06/2013 09:22 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Rocio Villarreal Started On: 06/05/2013 01:43 PM

Final Approval Date: 06/07/2013

DL, INC.
DOS LOGISTICS, INC.

INVOICE

No.:	07-SO
Date:	Tuesday, February 26, 2013

PCT #1 Sheriff's Sub (SA#2/Certificate of Elevation)

Bill To:
Hidalgo County Sheriff's Office
704 El Cibolo Rd.
Edinburg, Texas 78539

Attention: Juan Tapia
Hidalgo County Sheriff's Office
Period of Performance: Up to February 11, 2013

Contract No. C-08-223-11-04
PSO Code: DLI.08.0100.02

PO # 613288

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	PREVIOUS INVOICE	CURRENT AMOUNT DUE	REMAINING BALANCE
Civil Engineering and Design	$16,336.00	$16,336.00	$0.00	$0.00	$0.00
Drawing Preparation	$44,512.00	$44,512.00	$0.00	$0.00	$0.00
Evaluation / Plan Review	$13,338.00	$13,338.00	$0.00	$0.00	$0.00
Construction / Bid Phase Assistance	$45,156.00	$41,076.00	$0.00	$4,080.00	$0.00
a) Biding and Negotiation Services (Biding Assistance)	*$2,178.00*	*$2,178.00*	*$0.00*	*$0.00*	*$0.00*
b) Shop Drawing Review, Plan Interpretation and Clarification	*$2,178.00*	*$2,178.00*	*$0.00*	*$0.00*	*$0.00*
c) Construction inspection Services (Civil Portion. Approx 3 months)	*$40,800.00*	*$36,720.00*	*$0.00*	*$4,080.00*	*$0.00*
Subtotal	**$119,342.00**	**$115,262.00**	**$0.00**	**$4,080.00**	**$0.00**

Supplemental Agreement No. 1

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	PREVIOUS INVOICE	CURRENT AMOUNT DUE	REMAINING BALANCE
Construction / Bid Phase Assistance	$7,620.80	$7,620.80	$0.00	$0.00	$0.00
d) Constructuon Staking of Property Delineation	*$1,944.80*	*$1,944.80*	*$0.00*	*$0.00*	*$0.00*
e) Construction Staking for Stormwater Detention	*$2,473.20*	*$2,473.20*	*$0.00*	*$0.00*	*$0.00*
f) Construction Staking for Stormwater System (Pipe and Inlets)	*$2,335.20*	*$2,335.20*	*$0.00*	*$0.00*	*$0.00*
g) Construction Staking of Stock Pile Site	*$867.60*	*$867.60*	*$0.00*	*$0.00*	*$0.00*
Subtotal	**$7,620.80**	**$7,620.80**	**$0.00**	**$0.00**	**$0.00**

Supplemental Agreement No. 2

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	PREVIOUS INVOICE	CURRENT AMOUNT DUE	REMAINING BALANCE
Certificate of Elevation	$800.00	$0.00	$0.00	$800.00	$0.00
Subtotal	**$800.00**	**$0.00**	**$0.00**	**$800.00**	**$0.00**

Total	**$127,762.80**	**$122,882.80**	**$0.00**	**$4,880.00**	**$0.00**

TOTAL DUE $4,880.00

Please remit to:
Dos Logistics, Inc. 1002 E. Exp. 83 Weslaco, Texas 78596

THANK YOU FOR YOUR BUSINESS!

RECEIVED BY COUNTY AUDITOR 2013 FEB 27 PM 2 55

P.O. #: 613288
Invoice Received By:
Tapia on: 2-26-13
Good/Services Received By:
Tapia on: 12-28-12

Rene Davisson

2/27/13

AI-38983 **9. I.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted For: Martha L. Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

FIRE MARSHAL:
Approval of the Data Software Service Agreement included through the purchase of the Data Software Program with COPSYNC through quotes in the amount of $4,372.00 for the purchase of the Date Software Program including any annual renewals for the software service agreement through the life term of the data software program services including the signing of required agreement by County Judge or Court Member.

BACKGROUND
Agreement has been previously reviewed and approved as to form by legal.

Note: This data software program is compatible to the existing hardware in place which will allow the Fire Marshal Office in sharing database information with other law enforcement agencies.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-422-10-300-001-0-747

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

BUDGETARY IMPACT:
Req# 230576 in the amount of $4,372.00 for vendor COPSYNC, INC.

Attachments

AGREEMENT DOCUMENTATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/31/2013 10:27 AM
Budget & Management	Obdett Calzada	05/31/2013 11:35 AM
Obdett Calzada	Obdett Calzada	06/06/2013 04:44 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Vangie Garcia Started On: 05/29/2013 02:50 PM

Final Approval Date: 06/07/2013

Dear Hidalgo County Fire Marshals Office

Welcome to COPsync -- the largest law enforcement real-time, in-car information sharing, communication and data interoperability network in the U.S.!

Enclosed is the quote we committed to provide along with each of the supporting documents outlined in our meeting. These materials are intended to expedite youracquisition of the COPsync product or service you are acquiring as quickly as possible.

If you find any points in the enclosed documents for which you need clarification or discussion, please do not hesitate to contact your account executive or your customer support representative. Their contact information appears in the enclosed materials.

COPsync provides its commitment to you that we will work diligently with you to ensure you become an active customer in the timeliest manner as possible. It will assist us if you will fax your documents prior to mailing. We will be calling and/or visiting you throughout the process to keep you informed of the progress in processing your order.

For more information about COPsync and its suite of products and services, visit

We appreciate your business and look forward to serving your agency's needs. Please don't hesitate to call us with your questions or concerns as they arise.

The COPsync Customer Care Team

Agency Implementation Manager:
Wesley Harris, (214) 215-8072, wharris@copsync.com

Regional Sales Manager:
Patrick Hawthorne, (830) 660-6290, phawthorne@copsync.com

Index of Attachments

Attachment A -- COPsync Service Agreement

Attachment D -- Sole Source Letter

Attachment E -- Texas Counties with COPsync Presence

Attachment F -- Grant Letter

Attachment A

COPsync, Inc.

Service Agreement

P.O. Box 802108
Dallas, Texas 75380-2108

Office: 972-865-6192
Fax: 972-201-9646

CUSTOMER:
Agency: Hidalgo County Fire Marshals Office
Address: 1615 S Closner, Suite H
Edinburg, TX 78539
Contact: Marshal Juan Martinez
Phone: (956) 239-1180
Email: juan.martinez@co.hidalgo.tx.us

Sales Rep: Patrick Hawthorne
Sales Reg: 1

SHIP EQUIPMENT TO:
Name: Same
Attention:
Address:

Phone:

SEND INVOICE TO:
Name: Same
Attention:
Address:

Phone:

Quote #: 6135
Issue Date: 1/4/2013
Valid Thru: 3/5/2013

Sales Tax: Exempt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	---COPSYNC SOFTWARE---		
5	COPsync Full Time Officer [12 mo. at $99.95]	$ 1,199.40	$ 5,997.00
	---COPSYNC HARDWARE---		
5	GPS Receiver	$ 45.00	$ 225.00
5	Magtek Card Reader	$ 79.00	$ 395.00
	---COPSYNC MISCELLANEOUS---		
5	Officer Profile Setup & In-Person Training ($300 minimum)	$ 99.00	$ 495.00
5	COPsync Software Configuration	$ 99.00	$ 495.00
1	COPsync Hardware Shipping/Handling	$ 65.00	$ 65.00
1	Travel & Project Implementation	Incl.	$ -

SPECIAL TERMS

.....The COPsync Grant may be applied against COPsync services fees only.
.....All amounts are due upon execution of this services agreement as described on page 2, Item 1, 'Invoicing and Payment.'

******DO NOT PAY, THIS IS NOT AN INVOICE******

SOFTWARE	$ 5,997.00
HARDWARE	$ 620.00
MISCELLANEOUS	$ 1,055.00
COPSYNC GRANT ***	$ (3,300.00)
GRAND TOTAL	$ 4,372.00

Classify: Service Agreement / Budget
Workbook: Hidalgo County Fire Marshals Office_6135_Service Agreement_Budget_2013 01 04.xls
Use File Name: Hidalgo County Fire Marshals Office_6135_Service Agreement_Budget_2013 01 04
Generated: 01/04/2013 at 11:32
Tool Version: Ver. 2012 05 17

1. **Invoicing & Payment.** COPsync, Inc. ("COPsync") may issue invoices upon the execution of this Services Agreement, and customer agrees to pay all invoices in U.S. dollars within 30 days of the date of invoice. By signing below Customer is agreeing to subscribe to the COPsync services and agreeing to purchase the hardware and other items stated on the face of this Services Agreement. Annual subscription and maintenance fees are to be paid at the beginning of each service year, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 60th day following the date of this Services Agreement or, if earlier, on the date the installation and training are completed and/or the services are initiated and made available to Customer. Make all checks payable to: COPsync, Inc., Attn: Accounts Receivable, P.O. Box 802018, Dallas, Texas. 75380-2108.

2. **Term.** This Services Agreement shall be for the period stated on the face of the Services Agreement. This Services Agreement cannot be cancelled or terminated before the expiration of the contract term indicated on the face of this Services Agreement except as provided in the attached Terms & Conditions.

3. **Installation.** COPsync shall provide, directly or through designated third-party service providers, installation services for the hardware being purchased by Customer and set-up and training (if stated on the face of the Services Agreement) in the use of the COPsync services. The Customer agrees to execute COPsync's acceptance forms upon completion of hardware installation and training, as applicable.

4. **Taxes.** Upon presentation of invoices by COPsync, Customer agrees to pay any tariffs, duties or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state and local sales, imposed use, value-added and personal property taxes (other than franchise and income taxes imposed on COPsync's net income).

5. **Title.** Title to the Service and Software is reserved to COPsync. Title to, and risk of loss, for hardware provided under this Services Agreement passes to customer upon delivery.

6. **Interface.** The parties shall enter into a separate integration agreement if the COPsync™ database is to be integrated with Customer's existing record, court, jail management or computer aided dispatch (CAD) software systems to permit the exchange of data between these systems and the COPsync database.
7. **Sales and Use Tax.** The products and services provided under this Services Agreement are tax-exempt from Sales and Use Tax per Title 34, Part 1, Chapter 3, Rule 3.322, Exempt Organizations.
8. **TLETS Application.** If applicable, Customer is solely responsible for making application and securing approval of its TLETS ("Texas Law Enforcement Telecommunications System") application. Customer agrees to comply with the payment terms outlined in this Services Agreement regardless of whether or not the TLETs application has been approved.

9. **Number of Users:** COPsync agrees to provide the total number of user licenses, at the specified monthly pricing per user, for use of the Service and related Software as indicated on the face of this Services Agreement. Additionally, COPsync agrees to provide a maximum of five (5) user licenses for the COPsync Service at no charge to Customer for administrators and support staff.

COPsync, Inc

Signature: _____ Print Name: _____

Title: _____ Date: _____

Subscriber*

Signature: _____ Print Name: _____

Title: _____ Date: _____

*The person signing represents they are an authorized signatory.

Terms and Conditions

These Terms and Conditions describe the terms and conditions under which COPsync, Inc. ("COPsync" or "we") provides a subscription to you ("Subscriber" or "you") and your authorized users the service ("Service") to which you are subscribing as noted in the Services Agreement and related computer software ("Software"

1. **Subscription.** We grant you and your authorized users a nonexclusive subscription to use the executable form of the Software and related documentation files in connection with your subscription to and use of the Service. The fees for your use of the Software and the Service are specified in the Services Agreement to which these Terms and Conditions are attached.

2. **Term.** The initial term (the "Initial Term") of the Services Agreement shall be as stated in the Services Agreement, unless terminated sooner as provided herein. At the end of the Initial Term, the Services Agreement shall automatically renew for successive one year periods (the "Renewal Term") at our then-current prices, unless either you or we notifies the other in writing thirty days prior to the end of the Initial Term or Renewal Term, as applicable.

3. **Permitted Use Only.** The COPsync Service and the related Software may be used only by law enforcement officers, administrators and authorized support staff, in each case that are registered with us and for law enforcement purposes only. The BANKsync Service, COURTsync Service and the related Software may be used solely to communicate with the law enforcement officers that use the COPsync Service. The COPsync software driven video Software may be used only for law enforcement purposes. All other access is unauthorized and shall constitute a violation of these Terms and Conditions.

4. **Restrictions.** You may not (1) copy or duplicate any part of the Service or Software; (2) allow any unauthorized person or third party to use the Service or Software or any of the data or confidential information accessible through use of the Service or Software or transfer, publish, distribute, sell or sublicense the Service or Software or any portion thereof; or (3) allow more than one individual to share a unique identification/registration number to access the Service or Software; (4) use the Service or Software in any fashion that infringes any of our copyrights, intellectual property rights, or proprietary or property rights.

   Additionally you may not (5) use the Service or Software to develop your own law enforcement product or service (either electronic, print, or a combination, now existing or developed in the future); (6) sell, rent, license, distribute, transfer, or disclose the Software or Service or its contents, (7) copy, reproduce, manufacture, reverse engineer, disassemble, or reverse compile the software comprising the Service or Software, or disclose or distribute the design, structure, or operation of the Service or Software or part thereof to any person, corporation or other entity; (8) use any robot, bot, automated user, spider, site search/retrieval application, or other program or device to retrieve or index any portion of the Service or Software source code or content or collect information, or for any purpose; or (9) remove or obscure any of our copyright, patent, or other intellectual property notices.

5. **Title; Confidentiality**. Title, ownership rights, and intellectual property rights in and to the Software and Service shall remain with us. The Software and Service are protected by the copyright laws of the United States and international copyright treaties. To our knowledge, your use of the Software and Service will not infringe any patent of any third party.

6. **Grant-Back License.** You grant us a fully-paid up, non-revocable, worldwide, non-exclusive, and transferable (as permitted in Section 8) license to (a) allow users of the Service to access and view "background data" and "foreground" data in connection with their use of the Service; and (b) use publicly-available data, whether background or foreground, and "de-identified" data, whether background or foreground, for research and academic purposes and for any other lawful purpose, including licensing or other transfers for value to unaffiliated third parties. "Background data" is any of your data, including publicly-available data, that is uploaded to our data bases. "Foreground data" is any data, including publicly-available data, arising in connection with the use of the Software and Service by you and your users and that is captured in our data bases.

We claim no ownership rights in the background data or the foreground data. "De-identified" data is data that does not contain any information that could reasonably serve to identify any natural person or entity. The provisions of this Section shall survive the expiration or termination of the Services Agreement

7. **Warranty Provisions.** We warrant that the Service and the Software will perform substantially as set forth in our published documentation. As our sole liability and your sole remedy for any breach of the foregoing warranty, we shall use commercially reasonable efforts to cause the Service and the Software to perform substantially in accordance with the published documentation and you shall give us a reasonable opportunity to do so. If we are unable to do so, you may terminate the Services Agreement upon 5 days written notice to us and we shall refund any pre-paid fees paid by you that relate to the period following the effective date of the termination. To the maximum extent permitted by applicable law, we expressly disclaim all warranties with respect to your use of the Software and Service.

   Other than the warranty of title and the warranty provided in the first sentence of this section, the Software and the Services are provided "as is," "as available" without warranties of any kind, either express or implied including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement (subject to section 4.1) or non-interference. This limited warranty gives you specific legal rights. You may have others, which vary from state and jurisdiction. Some states and jurisdictions do not allow limitations with respect to implied warranties, so the above limitation may not apply.

8. **Limitation of Liability.** To the maximum extent permitted by applicable law, neither you, on the one hand, nor we nor any of our contractors, suppliers, and other parties who may be associated with providing the Software or Service (a "Disclaiming Party"), on the other hand, will be liable to the other or any third party for any indirect, incidental, special, punitive, exemplary, or consequential damages of any kind arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Software of Service. Our aggregate liability to you arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Service or Software shall not exceed, for all causes of action that arose in a calendar year, the amounts you actually paid to us under this Agreement for such calendar year, unless otherwise specifically agreed in writing between the parties.

   Our limits of liability apply regardless of the type of claim brought, including those for negligence. Some states and jurisdictions do not allow the exclusion or limitation of liability, so the above limitation may not apply to you

9. **Termination.** We may terminate this Agreement upon written notice to you if you breach any of the terms hereof or other agreement between you and us. Upon termination, you agree to (i) discontinue use of Software and Service; (ii) remove the Software and Service from any servers upon which they have been installed; and (iii) destroy or return to us the Software and Service and any archived copies of the Software and Service, except as may be necessary for you to transfer data to yourself or a new software/service provider. You shall also have "read only" access to the data stored in our data bases relating to the Service for a period of 30 days after termination. Within 90 business days after termination, we shall provide you a copy of the foreground data stored in our data bases in XML. format stored on CR ROM library.

10. **General.** This Agreement represents the complete agreement between the parties concerning this subscription and service arrangement and supersedes all prior agreements and representations between us. The Services Agreement may only be amended by mutual written agreement. If any provision of these Terms and Conditions is held to be void and unenforceable, it will not affect the validity of the balance of these Terms and Conditions, which shall remain valid and enforceable according to its terms.
    In any action to enforce the Services Agreement, the prevailing party shall be entitled to recover, in addition to other relief granted, reasonable attorneys' fees and expenses of litigation. We shall have the right to assign our rights and obligations hereunder to (a) any controlled subsidiary of ours, (b) any joint venture in which we are a participant, (c) any entity which is the survivor in a merger of COPsync with or into such other entity, or (d) any acquirer of all or substantially all of our assets. The Services Agreement shall be governed by the laws of the State of Texas (without regard to the conflicts of law provisions thereof) and applicable U.S. federal law

Tanya.Delira

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Friday, December 14, 2012 11:05 AM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; 'Tanya.Delira'
Subject: RE: Copsync

Marty,

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

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

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

****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 13, 2012 2:02 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Darlene Betancourt'; 'Tanya.Delira'

Dear Hidalgo County Fire Marshals Office

This is a letter to advise that we are the sole source provider of the COPsync™ law enforcement real-time, in-car information sharing, communication and data interoperability network. We hold all copyrights for the software and have pending patent applications covering elements of the functionality. The COPsync™ solution is unique, in part, because it provides all the following functionality in one consolidated software solution:

1. Real-time information sharing among all users at the point of incident – Data is gathered electronically at the point of incident, and is immediately available system wide. The COPsync network allows user agencies to exchange information from disparate record management systems through a common medium;

2. Instant access to all reports and citations among all users – All activity conducted on individuals, their associates, vehicles and locations is immediately available to all users;

3. Eliminates redundant data entry providing dividends in efficiency – Information captured from a driver's license scan or already resident in the system is populated across all forms automatically. Data collection and entry is standardized;

4. Multi-Jurisdictional Compatibility – Information sharing at the point of incident is available among users in all states;

5. GPS/AVL (Global Positioning/Auto Vehicle Locator) – The location, direction, speed and current activity of every user on the system is available to all COPsync network users;

6. Distance-Based Alerts – If a user enters the name, address, vehicle license plate, or associate of someone with a BOLO, the five nearest officers are automatically notified regardless of the agency;

7. Instant communication among all users – Any user on the system can be sent an instant message by selecting them on a list. The messaging is multi-jurisdictional and encrypted so it can only be monitored by COPsync users.

8. Map-Based Messaging – Messages can also be sent by clicking the receiving vehicle on the AVL map;

9. National, State and Local criminal database access – Criminal and vehicle history can be requested from the vehicle;

10. Vehicle Crash Reporting and Diagram Builder – All state forms and crash reports are generated electronically in COPsync, as well as the diagram;

11. e-Citation Utility – Tickets can be written in the system and are viewable by all users;

12. Law Reference Library – All relevant codes are loaded into the system and legislative updates are included, and can be searched by keyword, section or statute;

13. BOLO (Be On the Lookout) Database – Notices from Officer Safety Alerts to Missing Persons can be entered into the system. Officers making contact with a person, vehicle, location or associate of a person with a BOLO are immediately alerted;

14. Electronic Reporting including Driving While Intoxicated Utility – All reports can be completed electronically, in the field, and without redundant data entry. Forms like Booking Sheets, Complaint Forms, Towed Vehicle Inventories, and many others can be generated from the same centralized

15. COPsync Cache – Officers can continue to work seamlessly even in a disconnected state or in areas where they do not have a cellular signal.

16. Criminal Trespass Database – Officers can quickly and easily generate Criminal Trespass Warnings and print them in the field. They are then tracked in the database and available to all users;

17. No Technology Changes Required – COPsync can be used effectively without making changes to your current record, jail, or court management technology infrastructure. COPsync can also be interfaced with any record, jail, court, or computer-aided dispatch system;

18. GJXDM/NIEM Compliant – COPsync is compliant with the Global Justice XML and the National Information Exchange Model.

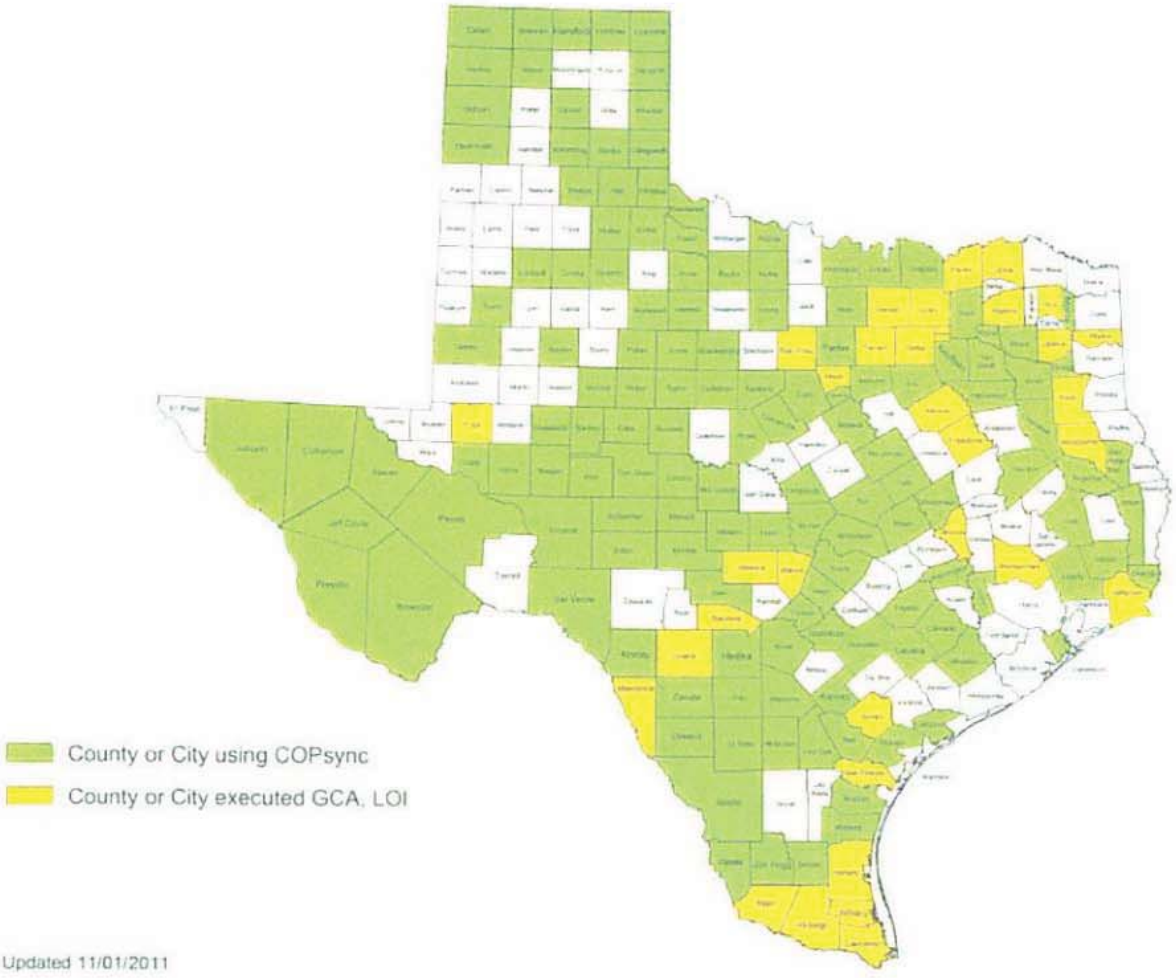
In summary, more than 200 law enforcement agencies in Texas, including the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE), have purchased COPsync on a sole-source basis.

If you have any questions relating to this topic please feel free to contact the COPsync customer support team between the hours of 8am – 5pm, Monday through Friday at 972-865-6192.

Very truly yours,

Ronald A Woessner

Ronald A. Woessner
Chief Executive Officer


County or City using COPsync
County or City executed GCA, LOI
Updated 11/01/2011

January 4, 2013

Hidalgo County Fire Marshals Office
1615 S Closner, Suite H
Edinburg, TX 78539

Dear Marshal Juan Martinez:

We understand that Hidalgo County Fire Marshals Office desires to join the COPsync information sharing network. I am writing this letter to inform you that COPsync is awarding Hidalgo County Fire Marshals Office a grant in order to enable it to join the network.

The amount of the grant is Three Thousand Three Hundred Dollars ($3,300.00). This award is to be applied against the COPsync software licenses as stated in quote number 6135 and expires 60 days from the date of the quote.

Please contact your COPsync account executive if you have any questions about the quote or this COPsync grant.

We appreciate your business and look forward to having you as a member of the network!

Sincerely,

Barry W. Wilson
Chief Financial Officer

AI-38972 **9. J.**

CC CONSENT

Meeting Date: 06/11/2013

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 Pct 1 for Purchase of RAP (Recycled/Reclaimed Asphalt Pavement) Material Bid No. 2013-123-MEG including the re-advertising of project in the event bids are received and project is still required.

BACKGROUND

Proposed scheduled
1st advertisment June 15, 2013
2nd advertisment June 22, 2013
Bid Opening July 3, 2013

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-121-005-0-673/346

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

BUDGETARY IMPACT:
Available funds as of 06/06/13.

Attachments

Draft Contract & Legal Approval
Memo of Approval of specs
Specs & Legal Notice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/31/2013 10:26 AM
Budget & Management	Obdett Calzada	05/31/2013 11:35 AM
Olga Garza	Olga Garza	06/06/2013 05:10 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Elena Gomez Started On: 05/29/2013 09:12 AM

Final Approval Date: 06/07/2013

REQUIREMENTS AGREEMENT
C-13-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of_____,**2013** by and between _____("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Purchase of (RAP) Recycled/Reclaimed Asphalt Pavement Material"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Purchase of (RAP) Recycled /Reclaimed Asphalt Pavement Material"** in the areas of **HIDALGO COUNTY** projects for a period of **one (1) year** from _____**, 2013** with ending date of_____**, 2014** with the option to renew for an additional **one (1) year term** (If applicable) and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto and 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 under the same rates, terms, and condition.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this

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Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: _____
_____
_____

.

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

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i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **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 sixty (60) 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).

m. Insurance. 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 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.

n. Purchasing Ethics. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for

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Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor:
By:_____
Printed Name:_____
Title:_____
Date:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

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EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

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EXHIBIT “B”
BID PAGE

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EXHIBIT "C"
CERTIFICATE OF INSURANCE

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Legal Review-Draft Contract "Purchase Of RAP (Recycled Asphalt Pavement) Material"

From : Steve Crain <scrain@atlashall.com> Fri, May 24, 2013 07:23 AM

Subject : RE: Legal Review-Draft Contract "Purchase Of RAP (Recycled Asphalt Pavement) Material"

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

The draft agreement is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, May 23, 2013 5:03 PM
To: Steve Crain
Cc: 'Martha Salazar'
Subject: Fwd: Legal Review-Draft Contract "Purchase Of RAP (Recycled Asphalt Pavement) Material"

Mr. Crain:
Attached for your review and approval as to form is a draft contract document in order to proceed.
Thank you
----- Forwarded Message -----
From: Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>
To: Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Cc: Elena Gomez <elena.gomez@co.hidalgo.tx.us>
Sent: Wed, 22 May 2013 09:55:30 -0500 (CDT)
Subject: Legal Review-Draft Contract "Purchase Of RAP (Recycled Asphalt Pavement) Material"
Marty:
Attached for legal's review and approval as to form of document is a draft contract to be utilized for the above referenced product and thus allow the buyer to proceed with the bidding process.
Thank you

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Honorable AC Cuellar
H.C. Commissioner Pct. 1

From: Elena Gomez, Buyer II
Purchasing Dept.

Date: May 6, 2013

Re: **RFB No. 2013-123-00-00-MEG " RECLAIMED ASPHALT PAVEMENT (RAP)**

Please review the attached **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4855.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: Yes ✓ No_____ Other specify _____

BUDGET ACCOUNT №: 3-1200-431-00-121-005-0-673/346

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	RAY L LOZANO	5-14-13

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: elena.gomez@co.hidalgo.tx.us no later than WEDNESDAY, May 22, 2013 by 3:00P.M.

ENCLOSURES

Bid No: 2013-123-00-00-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY-PRECINCT 1
"PURCHASE OF RECLAIMED (RECYCLED) ASPHALT PAVEMENT (RAP) MATERIAL"
BID OPENING DATE

_____, 2013

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Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"PURCHASE of RECLAIMED (RECYCLED) ASPHALT PAVEMENT (RAP) MATERIAL - Hidalgo County-PRECINCT 1"** 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-2013-123-00-00-MEG "PURCHASE OF RECYCLED / RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL – Hidalgo County-Precinct 1"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, , 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-2013-123-00-00-MEG PURCHASE OF RECYCLED / RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL – Hidalgo County-Precinct 1".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County**.**

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

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8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"PURCHASE OF RECYCLED / RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL -Hidalgo County- Precinct 1"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract Number must be indicated on all invoices

- Discount payments will be considered when offered.

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. Contact person for Billing and Payment questions:

Hidalgo County – Auditor's Office
Ray Eufracio, County Auditor
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**_____, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in

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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 that 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:

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- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- 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 awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform 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

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Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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Bid
for
HIDALGO COUNTY
PURCHASE of RECYCLED/RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL
BID NO.: 2013-123-00-00-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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PROJECT OVERVIEW:

Hidalgo County Precinct № 1 is requesting sealed bids for the Purchase of Recycled/Reclaimed Asphalt Pavement (RAP). The material will be purchase on an "as needed basis" as required by Hidalgo County Pct. 1.

SPECIFICATIONS:

- Construct a sub-base course of foundation course composed of a compacted mixture of recycled asphalt pavement and asphalt.
- Mixed cold in a pug mill
- Recycled/Reclaimed Asphalt Pavement (RAP). RAP is salvaged, milled, pulverized, broken or crushed asphalt pavement.
- Crush or break the RAP such that 100% will pass the 1 ½ inch sieve.
- GRADES. Aggregate grading limits will not be required.

OPTION I – PRODUCT ONLY

Hidalgo County has the option to pick-up the product utilizing Precinct 1 hauling forces along with awarded vendor when required and/or on "as needed basis".

OPTION II – PRODUCT AND DELIVERY

Hidalgo County has the option for delivery of product by vendor as follows including but not limited to:

- Delivery hours: To be arranged by Precinct № 1
- Delivery Location: Sunrise Hill Park located on Mile 11 north and 1 ½ miles West from FM 1015, Weslaco, Texas
- Contact Person: Katia Garcia, Accountant
  (956) 968-8733

REQUIREMENTS AND OTHER

1 It is intended that the amount of "Purchase of Recycled/Reclaimed Asphalt Pavement (RAP)" needed by Hidalgo County Precinct № 1 will be purchased on an "as needed basis". It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.

2 Bid price shall be per ton.

3 When requested, samples shall be furnished free of expense to Hidalgo County.

4 Location of site where Hidalgo County Precinct №1 will purchase material is an important factor in evaluation of the bids, due to transportation costs which must be taken into consideration, if material is picked up at the plant site.

5 Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

6 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

7 In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material

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supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

8 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is provided by the designated representative of the Hidalgo County Purchasing Office. Failure to act in this manner may result in termination of this contract.

TERMS AND CONDITIONS:

1. The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to be cancellation.

4. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications.

5. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

6. **Method of Award:** One or more bidder(s) may be designated as approved vendor(s) for purchases/service for Hidalgo County. Hidalgo County reserves the right to award separate/multiple contracts when it is in the best interest to do so.

7. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

8. 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.

9. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

10. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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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:

a) 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.

i) 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.

ii) 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.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) 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.

c) 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.

d) 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.

e) 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.

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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, 2802 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO: elena.gomez@co.hidalgo.tx.us OR VIA FACSIMILE TO: 956-318-2629 NO LATER THAN, Wednesday, month, date, 2013 by 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, month, date, 2013.

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