CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
July 8, 2014
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being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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.

1. **AI-45390** **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. **2014 Intradepartmental transfers:**

A. **AI-45324** 2014 - Pct. #1 Sanitation (1100)

B. **AI-45317** 2014 - Pct. #1 Parks (1100)

C. **AI-45369** 2014 - CW Mech Shop (1200)

D. **AI-45359** 2014 - Pct 2 Adm (1200)

E. **AI-45358** 2014 - Pct 2 Rd Maint (1200)

F. **AI-45294** 2014 - CO2010 Pct. 2 Equip. & Maint. Facility (1342)

G. **AI-45296** 2014 - Pct. #2 Parks (1100)

H. **AI-45291** 2014 - Pct. 2 Alamo CRC (1100)

I. **AI-45334** 2014 - Pct. #4 Restitution (1200)

J. **AI-45327** 2014 - Pct. #4 Rd. Maint (1200)

K. **AI-45333** 2014 - County Judge (1100)

L. **AI-45290** 2014 - I. T. Countywide (1100)

M. **AI-45279** 2014 - Pct.1 R&B (1200)

N. **AI-45264** 2014 - Pct #3 Rd. Maint. (1200)

O. **AI-45205** 2014 - Hidalgo County Sheriff's Office / Jail (1100)

P. **AI-45207** 2014 - Facilities Management (1100)

Q. **AI-45216** 2014 - Planning Dept. (1100)

R. **AI-45182** 2014 - Health & Human Services Dept. / Medicaid Adm. (1293)

S. **AI-45220** 2014 - Health & Human Services Dept. / T.B. Elim (1293)

T. **AI-45243** 2014 - Health & Human Services Dept. / RLSS (1293)

U. **AI-45194** 2014 - Elections Dept. (1283)

V. **AI-45269** 2014 - Elections / HAVA Program Income (1283)

W. **AI-45261** 2014 - Elections (1100)

X. **AI-45286** 2014 - Constable Pct. #2 (1100)

Y. **AI-45222** 2014 - County Clerk (1237)

Z. **AI-45227** 2014 - County Clerk's Office / Record Archive (1100)

AA. **AI-45185** 2014 - I. T. Dept. / Info Tech Dept. (1100)

BB. **AI-45225** 2014 - Justice Crt Bldg Sec (1245)

CC. **AI-45242** 2014 - Treasurer's Office (1100)

3. **2014 Interdepartmental transfers:**

A. **AI-45356** Co. Wide Contingency (1100):
Approval of 2014 interdepartmental transfer from Child Advocacy CTR to Contingency in the amount of $4,934.30 to fund the installation of a Fire Suppression System at the Constable Pct.1 building.

B. **AI-45268** SELF FUNDED HEALTH BENEFITS (2201):
Approval of 2014 interdepartmental transfer within Health Benefits from program 005, 008 and 009 to program 087 in the total amount of $25,500.00.

C. **AI-45355** Facilities Management (1100):
Approval of 2014 interdepartmental transfer from Co. Wide Adm-Contingency to Facilities Management in the amount of $4,934.30 for the installation of a Fire Suppression system at the Constable Pct.1 building.

D. **AI-45325** Requesting approval of interdepartmental transfer from Precinct #3 Rd. Maint. (005) into Precinct #3 BCAP Ramirez #2(prog. 588) in the amount $1397.28.

E. **AI-45337** Pct 2 Pecina Rd (I Rd West - Floodway)(1200):
Approval of 2014 interdepartmental transfer from Pct 2 Gearhart Dr to Pct 2 Pecina Rd (I Rd West to Floodway) in the amount of $24,000.00 to fund project expenditures.

F. **AI-45368** Pct 2 El Gato Rd (Tower-Border) (1200):
Approval of 2014 interdepartmental transfer from Pct 2 Rd Maint to Pct 2 El Gato Rd(Tower-Border)Project in the amount of $136,042.00.

G. **AI-45326** Pct. 4 Rd Maint. (1200):
Approval of 2014 interdepartmental transfer from Road Maint. (program 007) to ADM (program 005) in the amount of $5,000.00.

4. **Planning Department:**

A. **AI-45319** 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)

5. **Tax Refunds:**

A. **AI-45330**

Account Number	Payer	Amount
H3900.01.000.00A1.00	GMRI Texas LP Paid by: GMRI Inc	$3,513.89
M2075.00.000.003C.00	Rare Hospitality International Inc Paid by: GMRI Inc	$3,783.85
M2280.02.000.001A.00	420 East Expressway LLC Paid by: Petsmart	$5,436.67
P7400.1A.000.005A.00	Darden SW LLC Paid by: GMRI Inc	$3,213.96
R1370.00.000.0001.00	Red Lobster Inns of America Paid by: GMRI Inc	$3,075.10

B. **AI-45214**

Account Number	Payer	Amount
T6835.2B.000.0003.00	RPG Group LLC Paid by: GMRI Inc	$6,661.35

V0535.00.001.0003.00	Rare Hospitality International Inc Paid by: GMRI Inc	$3,857.44

6. **IT Department - Renan Ramirez:**

A. **AI-45181** Authorization and approval to deactive wireless service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Department:	Employee Name:	Employee ID:	Description:	MDN:
Urban County	Diana Serna	149659	Cell Phone	956-587-1221
Planning	Tomas Arredondo	105899	Cell Phone	956-483-5638

7. **Purchasing Dept:**

Notes:

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **AI-45357** Acceptance of proposal listed received from AL3 Enterprises, LLC dba Starr Telecom, awarded vendor through the County's participation/membership with TASB/BuyBoard contract #401-12 in the total amounts listed for County Facilities Management.

Proposal No.	Description	Location	Amount
4410	Purchase and Installation of Dry Fire Suppression System for Computer Room	Constable Pct. 1 Building	$4,934.30
4411	Purchase and Installation of Dry Fire Suppression System for Computer Room	Old Administration Building	$5,564.30

B. **AI-45233** 1. Requesting approval of Change Order No. 2 (increase) in connection: "Repairs and Renovations-1st and 2nd Floor to the Former Administration Building," in the amount of $114,810.00 to awarded general contractor, D. Wilson Construction, Inc., and as recommended by project architect, Alcocer Garcia Associates with concurrence by construction manager, Prodigy, including authority for County Judge to execute document.

2. Approval of Request for Payment-Application No. 8 in the amount of

$57,249.85 from D. Wilson Construction Co. awarded contractor for the, "Repairs and Renovations-1st and 2nd Floors to the Former Administration Building", and as certified for payment by project architect, Alcocer Garcia Associates, Inc. and reviewed & initialed by construction manager, Prodigy C-12-029-10-23.

C. **AI-45274** Requesting approval of payment of Invoice # 3036-14 ($2,469.90) submitted by Mata-Garcia Architects in connection to C-13-119-10-02 (PO# 701993) for the Linn-San Manuel Emergency Services Building.

D. **AI-45297** Requesting approval of payment for Invoice # 3610 in the amount of $2,244.60 for professional services submitted by R. Gutierrez Engineering Corporation through Contract C-14-085-04-08 (WA#4) for the Pct. 2 Owassa Road project.

E. **AI-45273** Requesting approval of Payment Application No. 3 in the amount of $105,041.03 for road and drainage construction submitted by RDH Site and Concrete, through Contract #C-13-250-01-14 for Pct 2 Rancho Blanco Road Project, and certified for payment by project engineer, R. Gutierrez Engineering Corporation.

F. **AI-45184** **206th District Court:**
Requesting authority to purchase maintenance services renewal through a purchase order (company's response as to acceptance of county purchase order only and no executed agreement) with RICOH USA through requisition #258558 at $375.00 per year-effective 8/6/2014 - 8/5/2015.

G. **AI-45190** Requesting authority to exercise the **FOURTH (4TH) YEAR** of the nine (9)-one (1) year options to extend/renew provided in the current contract for: **"LEASE OF TOWER SPACES"** in connection to the Lease Agreements (detailed below) for Hidalgo County Sheriff's Office & Division of Emergency Services, under the rates as specified in the agreement (on a per annual price breakdown for every additional year), same terms and conditions, effective 08/03/14.

a. E-13-247-07-30 (C-10-043-08-03) - SBA TOWERS IV, LLC - LA JOYA TOWER SITE
b. E-13-247A-07-30 (C-10-044-08-03) - O.E. INVESTMENTS, LTD - WESLACO TOWER SITE

H. **AI-44785** Requesting approval & authority to enter into a fire alarm monitoring services agreement with Superior Alarms for an initial term of 1 year with continuation of services through the life term of the monitoring agreement and equipment in place by user department, including activation fee and the execution of the required fire alarm monitoring agreement with Superior Alarms for the Old Administration Building 1st and 2nd floors in the amounts mentioned below:

Requisition#	Location	Conditions Monitored	Amount	Activation fee (one time fee)
259695	100 E. Cano, Edinburg, TX 78539	Fire Alarm	$25.00 per month Total of $300.00 yr.	$85.00

I. **AI-45260** Correction (for processing purposes) of AI#41368 (CC of 10-29-13) to reflect 16 waste barrels (number on invoice-attached) for PCT #4 and not as PO#702353 stated quantity as 15 each barrels

J. **AI-45179** Approval to add fuel card for: Constable - Hidalgo County Pct. No. 2 - Fuel card for vehicle

AI-45390 **1.**

CC CONSENT

Meeting Date: 07/08/2014

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 reg

Form Review

Form Started By: Monica Badillo Started On: 07/07/2014 02:44 PM

Final Approval Date: 07/07/2014

Approval of Check Register as Summarized Below

July 8th, 2014

Bank Account	Fund	Start Ck #	End Ck #		Amount
01	General Fund	399881	400193		1,102,300.32
02	Special Revenue	394881	395053		444,316.55
04	Capital Projects	15609	15623		357,019.09
05	Trust & Agency	23643	23643		181,366.36
15	Urban County	29412	29420		121,477.56
			Total checks		**2,206,479.88**

Ach Withdrawals for:

General Fund	ITEMS:	1	613,800.17
Trust & Agency Funds	ITEMS:	7	1,168,753.21
Payroll Fund	ITEMS:	2	104,988.34
Proprietary Funds	ITEMS:	2	673,850.20
	Total withdrawals:		2,561,391.92

Bank Internal Transfer for:

General Fund	ITEMS:	3	623,831.74
	Total transfers:		623,831.74
	Total electronic payments:		3,185,223.66
	Grand Total:		**5,391,703.54**

ACH Withdrawals

Date	To	For	From	Amount
07/03/14	Texas Class Investment Pool	Tax Office Motor Vehicle	Gerneral Fund	613,800.17
			Total General	613,800.17
06/30/14	IRS Tax Payment	Regular PP13	Trust & Agency Fund	1,069,573.62
06/30/14	IRS Tax Payment	Urban County PP13	Trust & Agency Fund	9,677.84
06/30/14	IRS Tax Payment	Elected Officials PP12	Trust & Agency Fund	53,458.29
06/30/14	Esimpkins	457 Elected Officials PP12	Trust & Agency Fund	25.00
06/30/14	Bank of America	Tx Dept of Criminal Just.	Trust & Agency Fund	32,241.46
07/02/14	IRS Tax Payment	E. Expense	Trust & Agency Fund	3,177.00
07/01/14	TXSDU	E.Officials Child Support pp12	Trust & Agency Fund	600.00
			Total Trust & Agency	1,168,753.21
07/01/14	Election Workers	Election Expense	Payroll Fund	2,288.18
06/30/14	Elected Officials	Elected Official PP12	Payroll Fund	102,700.16
			Total Payroll	104,988.34
07/02/14	TriStar Risk Mgnt	Workers Compensation	Proprietary Fund	41,045.42
07/02/14	Blue Cross Blue Shield	Health Insurance Claims	Proprietary Fund	632,804.78
			Total Proprietary	673,850.20
			Total ACH Withdrawal	2,561,391.92

Bank Internal Transfers

Date	To	For	From	Amount
06/30/14	Trust & Agency Fund	Election Expense	General Fund	3,177.00
06/30/14	Payroll Fund	Election Expense	General Fund	15,710.04
07/07/14	Tax Office Motor Vehicle	Return of Principal Investment	General Fund	604,944.70
			Total General	623,831.74
			Total Bank Transfers	623,831.74
			Grand Total	3,185,223.66

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
01	00399881	31.26	07/08/14	201502 BENAVIDEZ, ROEL JR	C
01	00399882	20.62	07/08/14	291544 CASTANEDA, JULIO	C
01	00399883	400.00	07/08/14	423840 COMPLIANCE ASSURANCE ASSOCIATES, INC.	C
01	00399884	400.00	07/08/14	423840 COMPLIANCE ASSURANCE ASSOCIATES, INC.	C
01	00399885	530.00	07/08/14	192848 CONTRERAS, JESUS	C
01	00399886	129.00	07/08/14	425567 CRUZ, EDUARDO	C
01	00399887	168.00	07/08/14	380768 CUELLAR, ARTURO	C
01	00399888	260.34	07/08/14	275875 EAN HOLDINGS, LLC	C
01	00399889	24.14	07/08/14	423920 GARCIA, ANNA	C
01	00399890	20.46	07/08/14	393517 GARZA, VICENTE	C
01	00399891	469.48	07/08/14	93432 GUERRA, VALDE	C
01	00399892	307.05	07/08/14	339032 LA QUINTA INN & SUITES	C
01	00399893	307.05	07/08/14	339032 LA QUINTA INN & SUITES	C
01	00399894	48.69	07/08/14	374911 LARA, RUBEN	C
01	00399895	89.60	07/08/14	310735 LEO, MICHAEL	C
01	00399896	98.86	07/08/14	375144 LUERA, ROBERT	C
01	00399897	32.35	07/08/14	406830 MARTINEZ, ROSALINDA	C
01	00399898	695.00	07/08/14	251682 NATIONAL COUNCIL OF JUVENILE & FAMILY	C
01	00399899	414.00	07/08/14	159247 OMNI AUSTIN HOTEL DOWNTOWN	C
01	00399900	246.00	07/08/14	290017 PEREZ, FEDERICO	C
01	00399901	3.50	07/08/14	389285 PEREZ, JUAN	C
01	00399902	47.12	07/08/14	374229 PEREZ, MARK	C
01	00399903	129.00	07/08/14	396249 RAMIREZ, MARTIN	C
01	00399904	18.27	07/08/14	416681 SAENZ, LONGINO	C
01	00399905	499.00	07/08/14	287199 SHI GOVERNMENT SOLUTIONS, INC.	C
01	00399906	920.00	07/08/14	425010 THOR PALMER HOUSE HOTEL, LLC	C
01	00399907	14.18	07/08/14	242209 TORRES, LEONEL	C
01	00399908	16.66	07/08/14	403261 TREVINO, ERIK	C
01	00399909	33.28	07/08/14	403105 VARGAS, JAVIER	C
01	00399910	588.24	07/08/14	425370 BHR LODGING TENANT COMPANY	C
01	00399911	1,965.00	07/08/14	201979 ALEMAN, JAIME	C
01	00399912	410.00	07/08/14	23019 ALEXANDER, MARK	C
01	00399913	2,942.50	07/08/14	375454 ALEXANDER, PAMELA S.	C
01	00399914	1,510.00	07/08/14	66702 ARIZPE, SOFIA	C
01	00399915	900.00	07/08/14	2526 ARTURO R. CANTU, ATTORNEY AT LAW	C
01	00399916	14,935.27	07/08/14	309931 BALL, JOHNATHAN TRACY	C
01	00399917	590.00	07/08/14	299375 LAURA MARTINEZ BARBOSA	C
01	00399918	500.00	07/08/14	330752 CANALES, MELISA LARES	C
01	00399919	2,817.50	07/08/14	205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C.	C
01	00399920	2,205.00	07/08/14	315532 CARLOS E. ORTEGON, P.C.	C
01	00399921	1,420.00	07/08/14	404373 CAVAZOS, CHRISTOPHER P.	C
01	00399922	400.00	07/08/14	400246 CEJAS, YURI	C
01	00399923	4,367.50	07/08/14	222232 LAW OFFICE OF M. TERESA CORONADO	C
01	00399924	1,085.00	07/08/14	421391 CRUZ, DEBBIE	C
01	00399925	695.00	07/08/14	391948 LAW OFFICE OF MARLA CUELLAR	C
01	00399926	1,590.00	07/08/14	413798 DE LA FUENTE & SOLIS, P.L.L.C.	C
01	00399927	200.00	07/08/14	398519 DE LA GARZA, RAFAEL III	C
01	00399928	225.00	07/08/14	396974 DE LA VINA, JOHN NICHOLAS	C
01	00399929	275.00	07/08/14	322555 ESPINOSA, PILAR V.	C
01	00399930	1,085.00	07/08/14	208809 ESQUIVEL, ROEL	C
01	00399931	800.00	07/08/14	333034 FLORES, ABIEL	C
01	00399932	1,707.50	07/08/14	249378 OSCAR RENE FLORES, P.C.	C
01	00399933	400.00	07/08/14	365041 RENE A. FLORES	C
01	00399934	1,740.00	07/08/14	362964 SYLVIA VEGA FLORES	C
01	00399935	3,327.50	07/08/14	294772 GALVAN, MONICA M.	C

Bank	Check No	Amount	Date	Vendor	Type
01	00399936	545.00	07/08/14	217743 LAW OFFICE OF DALINDA B. GARCIA	C
01	00399937	3,460.00	07/08/14	241873 JAIME ROEL GARCIA	C
01	00399938	700.00	07/08/14	145882 ABEL GARZA ATTORNEY AT LAW	C
01	00399939	2,000.00	07/08/14	425028 GARZA, FRANCISCO J.	C
01	00399940	1,290.00	07/08/14	159298 GARZA, ROGELIO	C
01	00399941	1,990.00	07/08/14	252743 GARZA, ROLANDO	C
01	00399942	3,385.00	07/08/14	19062 GOMEZ, JOSE ANTONIO	C
01	00399943	2,585.00	07/08/14	181188 GONZALES, FRANCISCO E. JR.	C
01	00399944	200.00	07/08/14	411400 THE LAW OFFICE OF RICHARD D. GONZALES PC	C
01	00399945	455.00	07/08/14	251607 LAW OFFICE OF NOEL GONZALEZ	C
01	00399946	345.00	07/08/14	8311 GORENA, DAVID R.	C
01	00399947	300.00	07/08/14	385158 GUERRA, ARMANDO M.	C
01	00399948	200.00	07/08/14	400785 GUERRA, JUAN FRANCISCO	C
01	00399949	157.50	07/08/14	417564 GUERRERO, JOSE ROBERTO	C
01	00399950	480.00	07/08/14	376442 GUTIERREZ, ROEL	C
01	00399951	250.00	07/08/14	412406 HELLER, URI AARON	C
01	00399952	400.00	07/08/14	350095 HERNANDEZ, AGUSTIN JR	C
01	00399953	500.00	07/08/14	215724 LAW OFFICE OF ABEL HINOJOSA	C
01	00399954	322.50	07/08/14	404217 JARVIS, JASON C.	C
01	00399955	1,527.50	07/08/14	87335 JURADO-GESSWEIN, YOLANDA	C
01	00399956	250.00	07/08/14	390232 LAW OFFICE OF CARLOS R. GALVAN	C
01	00399957	485.00	07/08/14	123307 LAW OFFICE OF ELBA ROCHA, PLLC	C
01	00399958	9,810.00	07/08/14	92096 SEPULVEDA, ELOY	C
01	00399959	1,520.00	07/08/14	322644 LAW OFFICE OF RODRIGO GARZA, JR, PLLC	C
01	00399960	1,525.00	07/08/14	319309 LAW OFFICE OF TRACI LYNN EVANS	C
01	00399961	1,400.00	07/08/14	385174 LAW OFFICES OF DAVID LEE MCGEE P.C.	C
01	00399962	1,005.00	07/08/14	114383 LONGORIA, DANIEL Q.	C
01	00399963	600.00	07/08/14	266418 LOPEZ, MIGUEL JR.	C
01	00399964	1,900.00	07/08/14	268879 MALDONADO, E. OMAR	C
01	00399965	287.50	07/08/14	380725 MARROQUIN, ARMANDO JAMIL	C
01	00399966	450.00	07/08/14	307742 MARTINEZ, ARMANDO P.	C
01	00399967	490.00	07/08/14	265543 LAW OFFICE OF DANIEL MORA, III	C
01	00399968	4,095.00	07/08/14	107743 MORALES, ALFREDO JR.	C
01	00399969	1,665.00	07/08/14	226297 MORALES-MARTINEZ, NEREYDA	C
01	00399970	4,080.00	07/08/14	207748 PENA, FIDEL LUIS III	C
01	00399971	600.00	07/08/14	316261 PEREZ, KATHERINE GARCIA	C
01	00399972	820.00	07/08/14	143456 LAW OFFICE OF GEORGE PITCHFORD	C
01	00399973	1,842.50	07/08/14	209783 RAMIREZ, CARMEN B.	C
01	00399974	575.00	07/08/14	159328 RAMIREZ, LUIS R.	C
01	00399975	660.00	07/08/14	95982 RAMIREZ, MARIO	C
01	00399976	250.00	07/08/14	145246 RAMIREZ, RUBEN	C
01	00399977	527.50	07/08/14	407399 REGALADO, LUCY	C
01	00399978	3,385.00	07/08/14	182273 REYES, DANIEL R.	C
01	00399979	200.00	07/08/14	98655 RICHARD GARZA, ATTORNEY AT LAW	C
01	00399980	500.00	07/08/14	297615 LAW OFFICE OF REGINA RICHARDSON	C
01	00399981	200.00	07/08/14	418943 RIGNEY, PATRICIA ANN	C
01	00399982	2,262.50	07/08/14	255599 RODRIGUEZ, BERTHA ISABEL	C
01	00399983	205.00	07/08/14	10871 RODRIGUEZ, EMILIO JR.	C
01	00399984	1,047.50	07/08/14	256463 RODRIGUEZ, JOHN J.	C
01	00399985	350.00	07/08/14	353477 SAHADI, JAMES M.	C
01	00399986	800.00	07/08/14	423777 SALINAS, JORGE A.	C
01	00399987	855.00	07/08/14	368067 TIJERINA LAW FIRM PC	C
01	00399988	450.00	07/08/14	412546 TORRES, HECTOR J.	C
01	00399989	900.00	07/08/14	320102 LAW OFFICE OF LAURO B. TREJO III	C
01	00399990	400.00	07/08/14	222518 LAW OFFICE OF GREGORIO TREVINO	C

Bank	Check No	Amount	Date	Vendor		Type
01	00399991	700.00	07/08/14	320196	VALDEZ, ROOSEVELT ROY	C
01	00399992	615.00	07/08/14	383678	THE VARGAS LAW FIRM	C
01	00399993	6,280.00	07/08/14	372722	LAW OFFICE OF THOMAS G. WAYLAND	C
01	00399994	995.00	07/08/14	366846	F.R. GREEN THUMB LANDSCAPING LLC	C
01	00399995	7,577.28	07/08/14	280046	L & G CONSULTING ENGINEERS, INC.	C
01	00399996	9,214.61	07/08/14	277223	RELIANT, DEPT 0954	C
01	00399997	312.26	07/08/14	260363	T-MOBILE	C
01	00399998	24,802.60	07/08/14	248878	A WORLD FOR CHILDREN	C
01	00399999	20.72	07/08/14	254126	ACEVEDO, IRASEMA	C
01	00400000	23,000.00	07/08/14	369381	ACS GOVERNMENT SYSTEMS INC	C
01	00400001	219.36	07/08/14	89885	ACTION HYDRAULIC HOSES, ETC.	C
01	00400002	620.55	07/08/14	363588	AGUA SPECIAL UTILITY DISTRICT	C
01	00400003	911.82	07/08/14	363588	AGUA SPECIAL UTILITY DISTRICT	C
01	00400004	5,788.52	07/08/14	401374	AIM MEDIA TEXAS OPERATING, LLC	C
01	00400005	295.70	07/08/14	412724	AIRSOFT OUTLET NORTHWEST LLC	C
01	00400006	6,250.00	07/08/14	1147	ALAMO VOLUNTEER FIRE DEPT	C
01	00400007	23.45	07/08/14	399140	ALARM SECURITY GROUP LLC	C
01	00400008	1,079.26	07/08/14	1961	ANDERSON EQUIPMENT CO INC	C
01	00400009	18,290.86	07/08/14	302465	ARGUINDEGUI OIL CO II LTD	C
01	00400010	261.84	07/08/14	328626	AT&T	C
01	00400011	106.52	07/08/14	328626	AT&T	C
01	00400012	162.79	07/08/14	328626	AT&T	C
01	00400013	43.00	07/08/14	151521	AT&T TELECONFERENCE SERVICES	C
01	00400014	6,857.99	07/08/14	2666	ATLAS, HALL & RODRIGUEZ, L.L.P	C
01	00400015	16,650.00	07/08/14	342009	AUTOPSY SVCS & EXPERT TESTIMONY, PLLC	C
01	00400016	3,109.97	07/08/14	337412	AUTOZONE	C
01	00400017	176.42	07/08/14	102962	BANALES, J. MANUEL JUDGE	C
01	00400018	176.42	07/08/14	102962	BANALES, J. MANUEL JUDGE	C
01	00400019	620.42	07/08/14	102962	BANALES, J. MANUEL JUDGE	C
01	00400020	190.00	07/08/14	3654	BERT OGDEN MOTORS, INC.	C
01	00400021	3,134.00	07/08/14	90476	BOB BARKER COMPANY, INC	C
01	00400022	195,363.00	07/08/14	262501	BROOKS COUNTY DETENTION CENTER	C
01	00400023	423.08	07/08/14	4537	BURTON AUTO SUPPLY, INC	C
01	00400024	128.87	07/08/14	179272	CANON FINANCIAL SERVICES INC.	C
01	00400025	1,037.87	07/08/14	153915	CDW GOVERNMENT INC.	C
01	00400026	692.30	07/08/14	5762	CENTRAL PLUMBING & ELECTRIC SUPPLY CO.	C
01	00400027	738.49	07/08/14	302511	CENTRAL RESTAURANT PRODUCTS	C
01	00400028	167.76	07/08/14	356913	CIRCLES OF CARE	C
01	00400029	1,720.58	07/08/14	10197	CITY OF EDINBURG	C
01	00400030	2,050.00	07/08/14	10685	CITY OF ELSA FIRE DEPARTMENT	C
01	00400031	613.31	07/08/14	6696	CITY OF PHARR	C
01	00400032	35,917.77	07/08/14	276359	CORNELL CORRECTIONS OF TEXAS, INC.	C
01	00400033	15.55	07/08/14	270563	CPL RETAIL ENERGY, LP	C
01	00400034	450.37	07/08/14	270563	CPL RETAIL ENERGY, LP	C
01	00400035	355.00	07/08/14	247774	D & R GLASS ETC INC.	C
01	00400036	8.16	07/08/14	367044	DE ALBA TORTILLA FACTORY & BAKERY	C
01	00400037	134,864.97	07/08/14	178136	DELL MARKETING L.P.	C
01	00400038	156.91	07/08/14	86525	DELTA SPECIALTIES SUPPLY	C
01	00400039	139.25	07/08/14	399124	DELUXE SMALL BUSINESS SALES, INC.	C
01	00400040	44.73	07/08/14	8869	DIAZ FLOORS & INTERIORS INC.	C
01	00400041	258.98	07/08/14	228389	DIRECTV, INC.	C
01	00400042	87.24	07/08/14	258385	DISH	C
01	00400043	43.62	07/08/14	258385	DISH	C
01	00400044	337.50	07/08/14	227153	SANTOY INVESTMENTS LLC	C
01	00400045	11,775.00	07/08/14	10014	EDINBURG VOL FIRE DEPT	C

Bank	Check No	Amount	Date	Vendor		Type
01	00400046	100.00	07/08/14	94986	ELISA G. SANCHEZ, M.D.	C
01	00400047	363.45	07/08/14	11908	FEDEX	C
01	00400048	56.79	07/08/14	11908	FEDEX	C
01	00400049	305.47	07/08/14	11908	FEDEX	C
01	00400050	52.79	07/08/14	11908	FEDEX	C
01	00400051	203.76	07/08/14	344699	FIESTA CHEVROLET, INC.	C
01	00400052	125.80	07/08/14	188158	FILTERS FIRST D/B/A AIR FILTER COMPANY	C
01	00400053	488.16	07/08/14	248649	FLEETPRIDE	C
01	00400054	516.48	07/08/14	99775	FLORES, ROMEO M. JUDGE	C
01	00400055	1,157.88	07/08/14	289612	FLOWERS BAKING CO. OF SAN ANTONIO, LLC	C
01	00400056	2,436.14	07/08/14	13897	GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00400057	440.17	07/08/14	169242	GCR TIRE CENTER TDS	C
01	00400058	3,030.96	07/08/14	169242	TDS/GCR	C
01	00400059	1,786.66	07/08/14	211567	GE CAPITAL INFORMATION TECHNOLOGY SOLUTI	C
01	00400060	193.50	07/08/14	211567	GE CAPITAL INFORMATION TECHNOLOGY SOLUTI	C
01	00400061	111.28	07/08/14	329851	GEMAIRE DISTRIBUTORS	C
01	00400062	1,795.83	07/08/14	210471	GOMEZ, AGUSTIN	C
01	00400063	865.00	07/08/14	187704	GOVERNMENT FINANCE OFFICERS ASSOCIATION	C
01	00400064	695.00	07/08/14	261335	GRAFIX SHOPPE	C
01	00400065	13,909.58	07/08/14	15253	GULF COAST PAPER CO.	C
01	00400066	1,072.63	07/08/14	15261	GULF DATA PRODUCTS	C
01	00400067	1,242.49	07/08/14	242101	H & V EQUIPMENT, INC.	C
01	00400068	26.22	07/08/14	252468	HACIENDA FORD BODY SHOP	C
01	00400069	20.00	07/08/14	425532	HERRERA, BLANCA	C
01	00400070	1,543.12	07/08/14	94366	BD HOLT CO	C
01	00400071	2,073.92	07/08/14	305545	THE HOME DEPOT	C
01	00400072	1,141.07	07/08/14	291374	HOME DEPOT CREDIT SERVICES	C
01	00400073	1,836.00	07/08/14	224243	IBM CORPORATION	C
01	00400074	95.04	07/08/14	405078	INDUSTRIAL DISTRIBUTION GROUP	C
01	00400075	736.00	07/08/14	379093	INSIGHT PUBLIC SECTOR, INC.	C
01	00400076	6,140.42	07/08/14	406368	INTERNATIONAL PAPER COMPANY	C
01	00400077	84.14	07/08/14	309125	J & M HYDRAULICS	C
01	00400078	91.00	07/08/14	175048	JONES MCCLURE PUBLISHING	C
01	00400079	400.00	07/08/14	113808	JONES, RAY	C
01	00400080	840.00	07/08/14	19941	KALIFA'S WESTERN WEAR, INC.	C
01	00400081	2,576.70	07/08/14	119784	LABATT FOOD SERVICE	C
01	00400082	984.00	07/08/14	115851	LASER LUX	C
01	00400083	83.11	07/08/14	170879	LAW FIRM OF RAY, WOOD AND BONILLA	C
01	00400084	375.00	07/08/14	282693	LEXISNEXIS	C
01	00400085	524.00	07/08/14	237507	LEXISNEXIS	C
01	00400086	4,250.00	07/08/14	21415	LINN-SAN MANUEL FIRE DEPT	C
01	00400087	20.00	07/08/14	424145	LOVE'S TRAVEL STOPS & COUNTRY STORES INC	C
01	00400088	473.12	07/08/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00400089	11,954.90	07/08/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00400090	42,174.24	07/08/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00400091	2,709.64	07/08/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00400092	6,219.65	07/08/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00400093	16.46	07/08/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00400094	34.64	07/08/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00400095	23.68	07/08/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00400096	16.46	07/08/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00400097	52.18	07/08/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00400098	75.33	07/08/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00400099	39.75	07/08/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00400100	67.95	07/08/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C

Bank	Check No	Amount	Date	Vendor		Type
01	00400101	50.00	07/08/14	62987	MARBURGER-HOLT INSURANCE AGENCY	C
01	00400102	50.00	07/08/14	62987	MARBURGER-HOLT INSURANCE AGENCY	C
01	00400103	295.00	07/08/14	347612	MARCO ANTONIO MUNIZ	C
01	00400104	164.50	07/08/14	23493	MATT'S CASH & CARRY	C
01	00400105	6,609.60	07/08/14	262056	JOSE E. GARCIA	C
01	00400106	1,200.00	07/08/14	23728	MCALLEN FIRE DEPT.	C
01	00400107	487.37	07/08/14	266264	MCALLEN HOSPITALS, L.P.	C
01	00400108	156.86	07/08/14	23825	MCALLEN PUBLIC UTILITY	C
01	00400109	563.88	07/08/14	224529	MCCOY'S BUILDING SUPPLY	C
01	00400110	79.48	07/08/14	196681	MCCOY'S BUILDING SUPPLY #100	C
01	00400111	1,480.02	07/08/14	238996	MED-AID PHARMACY	C
01	00400112	2,000.00	07/08/14	300675	MEMORIAL FUNERAL HOME	C
01	00400113	5,875.00	07/08/14	24406	MERCEDES FIRE DEPT	C
01	00400114	27.13	07/08/14	138479	MILITARY HIGHWAY WATER SUPPLY CORP.	C
01	00400115	1,393.32	07/08/14	138479	MILITARY HIGHWAY WATER SUPPLY CORP.	C
01	00400116	845.15	07/08/14	125334	MINGO'S CAR KLINIC & DETAILING	C
01	00400117	800.00	07/08/14	170321	MIRTA ZORRILLA, M.D. P.A.	C
01	00400118	2,200.00	07/08/14	170321	MIRTA ZORRILLA, M.D. P.A.	C
01	00400119	171.94	07/08/14	25097	MISSION HOSPITAL	C
01	00400120	74.20	07/08/14	401960	MISSION QUICK LUBE, INC.	C
01	00400121	90.43	07/08/14	388467	MODEL LAUNDRY, LLC	C
01	00400122	16.95	07/08/14	407488	MOLINA, PATRICIA ANN	C
01	00400123	950.00	07/08/14	25348	MONTE ALTO FIRE DEPT.	C
01	00400124	1,025.43	07/08/14	414492	MOUNTAIN GLACIER, LLC	C
01	00400125	136.74	07/08/14	3166	BARBEE-NEUHAUS IMPL CO	C
01	00400126	181.44	07/08/14	352942	NICCUM, ALMA	C
01	00400127	639.85	07/08/14	153842	NICHO PRODUCE CO, INC	C
01	00400128	90.69	07/08/14	25895	NORTH ALAMO WATER SUPPLY CORP	C
01	00400129	393.34	07/08/14	25895	NORTH ALAMO WATER SUPPLY CORP	C
01	00400130	2,530.65	07/08/14	221945	O'REILLY AUTOMOTIVE STORES, INC.	C
01	00400131	479.65	07/08/14	312231	OFFICE DEPOT	C
01	00400132	3,000.00	07/08/14	425540	PALACIOS, ANGELICA TIJERINA	C
01	00400133	1,255.54	07/08/14	423386	NCH CORPORATION	C
01	00400134	27,548.46	07/08/14	212903	PEGASUS SCHOOLS, INC.	C
01	00400135	144,496.68	07/08/14	342408	PERDUE, BRANDON FIELDER, COLLINS & MOTT	C
01	00400136	2,750.00	07/08/14	14966	GREGORIO PINA, III, PH.D.	C
01	00400137	148.05	07/08/14	344478	PITNEY BOWES INC.	C
01	00400138	2,262.00	07/08/14	350893	PJ TECHNOLOGIES, INC.	C
01	00400139	.57	07/08/14	28894	POSTMASTER	C
01	00400140	773.70	07/08/14	244759	QUEST DIAGNOSTICS	C
01	00400141	176.40	07/08/14	287105	QUINTANILLA, FRANCISCA	C
01	00400142	62.00	07/08/14	156876	RAM TRUCK SERVICE, INC.	C
01	00400143	9,000.00	07/08/14	52272	RAMIREZ, JOSE JR.	C
01	00400144	11.88	07/08/14	304719	REDDY ICE CORPORATION	C
01	00400145	12.16	07/08/14	277223	RELIANT	C
01	00400146	52.12	07/08/14	277223	RELIANT, DEPT 0954	C
01	00400147	3,023.37	07/08/14	277223	RELIANT, DEPT 0954	C
01	00400148	135.70	07/08/14	277223	RELIANT, DEPT 0954	C
01	00400149	20,968.89	07/08/14	277223	RELIANT, DEPT 0954	C
01	00400150	427.73	07/08/14	31003	RIO GRANDE PLUMBING SUPPLY INC.	C
01	00400151	2,427.53	07/08/14	267341	RIO GRANDE REGIONAL HOSPITAL	C
01	00400152	40.27	07/08/14	308846	RIO GRANDE VALLEY EMERGENCY PHYSICIANS	C
01	00400153	2,489.67	07/08/14	216607	RIO HYDRAULIC, LLC	C
01	00400154	2,128.50	07/08/14	233846	ROCHESTER ARMORED CAR CO.,INC.	C
01	00400155	21,639.81	07/08/14	269123	RUSH TRUCK CENTERS OF TEXAS, LP	C

Bank	Check No	Amount	Date	Vendor		Type
01	00400156	229.94	07/08/14	304131	SAENZ HARDWARE	C
01	00400157	275.00	07/08/14	33359	SAN JUAN FIRE DEPARTMENT	C
01	00400158	71.12	07/08/14	415200	SANCHEZ, GREGORIO	C
01	00400159	92.00	07/08/14	399981	SANCHEZ, ROBERT	C
01	00400160	35.84	07/08/14	411205	SAUCEDA, SONIA	C
01	00400161	897.00	07/08/14	246484	SCOTT-MERRIMAN INCORPORATED	C
01	00400162	1,560.00	07/08/14	33995	SHARE CORPORATION	C
01	00400163	8.15	07/08/14	34282	SHERWIN-WILLIAMS COMPANY	C
01	00400164	492.80	07/08/14	400360	SILGUERO, DANIEL	C
01	00400165	187.60	07/08/14	393479	SILVA, ANTONIO	C
01	00400166	7,288.78	07/08/14	407046	SOLIS, JESUS A.	C
01	00400167	529.90	07/08/14	34797	SOUTH TEXAS COMMUNICATIONS, INC.	C
01	00400168	756.00	07/08/14	401269	SOUTH TEXAS INTERPRETERS FOR	C
01	00400169	388.50	07/08/14	129763	SOUTHERN FOODS GROUP, LLC	C
01	00400170	1,358.73	07/08/14	319449	STAPLES ADVANTAGE	C
01	00400171	77.73	07/08/14	336319	SUPERIOR OIL EXPRESS	C
01	00400172	3,902.00	07/08/14	114243	SYSCO INC.	C
01	00400173	2,100.00	07/08/14	114243	SYSCO INC.	C
01	00400174	47.64	07/08/14	288888	TEXAS GAS SERVICE	C
01	00400175	7,616.00	07/08/14	369039	TEXAS LAND RECLAMATION LLC	C
01	00400176	576.08	07/08/14	231924	TIME WARNER CABLE	C
01	00400177	130.95	07/08/14	302007	TIRE CENTERS, LLC	C
01	00400178	580.46	07/08/14	213934	TRANE U.S. INC.	C
01	00400179	3,568.37	07/08/14	401838	U.S. BANK NATIONAL ASSOCIATION ND	C
01	00400180	1,600.00	07/08/14	262625	VAL VERDE MEMORIAL GARDENS	C
01	00400181	735.68	07/08/14	219797	VALLEY E.M.S., INC.	C
01	00400182	71.00	07/08/14	253049	VALLEY INSURANCE PROVIDERS	C
01	00400183	549.13	07/08/14	132799	VALLEY OUTDOOR POWER EQUIPMENT, INC.	C
01	00400184	126.00	07/08/14	40363	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	C
01	00400185	25.00	07/08/14	425613	VARGAS, SAN JUANA	C
01	00400186	220.67	07/08/14	251577	VERIZON SOUTHWEST, INC.	C
01	00400187	44.20	07/08/14	206571	VEMEER EQUIPMENT OF TEXAS, INC.	C
01	00400188	19,096.00	07/08/14	358681	VICTORIA COUNTY	C
01	00400189	682.60	07/08/14	40991	GRAINGER	C
01	00400190	675.19	07/08/14	40991	W. W. GRAINGER INC.	C
01	00400191	238.74	07/08/14	78344	WEAKS MARTIN IMPLEMENT CO., INC.	C
01	00400192	237.71	07/08/14	42129	XEROX CORPORATION	C
01	00400193	2,275.01	07/08/14	42129	XEROX CORPORATION	C
Total Bank No 01		**1,102,300.32**				
02	00394881	48.50	07/08/14	343277	CITIBANK	C
02	00394882	668.96	07/08/14	425524	DT MANAGEMENT LLC	C
02	00394883	668.96	07/08/14	425524	DT MANAGEMENT LLC	C
02	00394884	1,121.69	07/08/14	197629	GARZA, HOMERO JUDGE	C
02	00394885	186.00	07/08/14	237302	GUAJARDO, ARTURO JR.	C
02	00394886	697.56	07/08/14	262471	INTERNATIONAL RIVERCENTER LESSEE, LLC	C
02	00394887	186.00	07/08/14	369829	LOPEZ, MARCOS	C
02	00394888	186.00	07/08/14	341517	LOPEZ, NOE	C
02	00394889	44.57	07/08/14	312258	MUNOZ, DORA L.	C
02	00394890	490.00	07/08/14	331279	NATIONAL ASSOCIATION OF COUNTIES	C
02	00394891	490.00	07/08/14	331279	NATIONAL ASSOCIATION OF COUNTIES	C
02	00394892	490.00	07/08/14	331279	NATIONAL ASSOCIATION OF COUNTIES	C
02	00394893	186.00	07/08/14	342807	PALACIOS, JOSEPH	C
02	00394894	154,403.32	07/08/14	399949	FJW CONSTRUCTION, LLC	C
02	00394895	450.00	07/08/14	381004	HLH APPRAISAL SERVICES	C

Bank	Check No	Amount	Date	Vendor		Type
02	00394896	20,091.50	07/08/14	154024	QUINTANILLA, HEADLEY AND ASSOCIATES, INC	C
02	00394897	1,000.00	07/08/14	363308	VALLEY LAND TITLE COMPANY LTD	C
02	00394898	2,518.30	07/08/14	125717	FRONTERA MATERIALS, INC.	C
02	00394899	55.69	07/08/14	39853	VALLEY CALICHE PRODUCTS, INC.	C
02	00394900	983.09	07/08/14	409545	CASTILLO, LINDA	C
02	00394901	109.23	07/08/14	409545	CASTILLO, LINDA	C
02	00394902	3,350.00	07/08/14	153915	CDW GOVERNMENT INC.	C
02	00394903	21,879.10	07/08/14	219541	ELECTION SYSTEMS & SOFTWARE, INC.	C
02	00394904	50,294.74	07/08/14	62294	LA JOYA I.S.D.	C
02	00394905	270.00	07/08/14	53384	AMERICAN RED CROSS	C
02	00394906	29.40	07/08/14	328626	AT&T	C
02	00394907	31.55	07/08/14	328626	AT&T	C
02	00394908	207.00	07/08/14	385581	AUSTIN AIRPORT SUITES	C
02	00394909	156.00	07/08/14	145106	BOOTH, DALE RANDOLPH JR.	C
02	00394910	977.65	07/08/14	4561	BUSTER LIND PRODUCE	C
02	00394911	1,141.12	07/08/14	179272	CANON FINANCIAL SERVICES INC.	C
02	00394912	255.00	07/08/14	299995	CARDENAS, CATHY	C
02	00394913	333.00	07/08/14	299995	CARDENAS, CATHY	C
02	00394914	45.00	07/08/14	416754	CAST SHEET METAL, LLC	C
02	00394915	663.89	07/08/14	153915	CDW GOVERNMENT INC.	C
02	00394916	77.95	07/08/14	164135	WRS GROUP, LTD	C
02	00394917	170.43	07/08/14	10197	CITY OF EDINBURG	C
02	00394918	65.67	07/08/14	6696	CITY OF PHARR	C
02	00394919	325.36	07/08/14	349895	COSSIO, RUBEN	C
02	00394920	213.92	07/08/14	375187	DELUNA, ALFONSO JR.	C
02	00394921	236.60	07/08/14	336459	EARTHGRAINS BAKING CO'S INC.	C
02	00394922	141.00	07/08/14	396095	ENTERPRISE HOLDINGS, INC.	C
02	00394923	98.75	07/08/14	322709	EXQUISITA DISTRIBUTORS, L.P.	C
02	00394924	2,001.36	07/08/14	383139	FACILITY SOLUTIONS GROUP, INC	C
02	00394925	138.41	07/08/14	11908	FEDEX	C
02	00394926	199.00	07/08/14	187348	FRED PRYOR SEMINARS / CAREERTRACK	C
02	00394927	813.00	07/08/14	338079	GARZA, DEISY	C
02	00394928	135.00	07/08/14	338079	GARZA, DEISY	C
02	00394929	250.00	07/08/14	369225	GLORIA FLORES INTERPRETING SERVICES	C
02	00394930	531.12	07/08/14	15253	GULF COAST PAPER CO.	C
02	00394931	700.00	07/08/14	15261	GULF DATA PRODUCTS	C
02	00394932	125.00	07/08/14	187933	J.A. LOPEZ, M.D. & ASSOC.	C
02	00394933	183.59	07/08/14	284149	JEAN'S RESTAURANT SUPPLY #2	C
02	00394934	1,327.01	07/08/14	119784	LABATT FOOD SERVICE	C
02	00394935	186.12	07/08/14	26727	LONGORIA, NORMA	C
02	00394936	129.00	07/08/14	263516	LOPEZ, EDGAR A. LEAL	C
02	00394937	2,240.94	07/08/14	24996	MISSION AUTO ELECTRIC, INC.	C
02	00394938	983.20	07/08/14	318221	MMS - A MEDICAL SUPPLY CO	C
02	00394939	250.00	07/08/14	349542	RONALDO MUNOZ	C
02	00394940	270.00	07/08/14	281697	NCS PEARSON, INC.	C
02	00394941	150.75	07/08/14	153842	NICHO PRODUCE CO, INC	C
02	00394942	276.00	07/08/14	202398	OMNI AUSTIN HOTEL-SOUTHPARK	C
02	00394943	2,000.00	07/08/14	392731	ROBERT A. OTSUJI	C
02	00394944	117.00	07/08/14	402788	PENA, JOVANNA	C
02	00394945	725.28	07/08/14	247448	PERFORMANCE FOOD GROUP OF TEXAS-VICTORIA	C
02	00394946	117.00	07/08/14	390356	PRUITT-ORR, SHELIA ANN	C
02	00394947	15.00	07/08/14	91987	PUEBLO TIRES LTD	C
02	00394948	160.00	07/08/14	43192	R.E. FRIEDRICHS CO	C
02	00394949	2,311.40	07/08/14	424927	RAMIREZ, JOSE I.	C
02	00394950	671.55	07/08/14	277223	RELIANT, DEPT 0954	C

Bank	Check No	Amount	Date	Vendor	Type
02	00394951	1,320.00	07/08/14	211109 SAFEGUARD UNIVERSAL LLC	C
02	00394952	117.00	07/08/14	208434 SANCHEZ, CONSUELO A.	C
02	00394953	129.00	07/08/14	226947 SAUCEDO, JOSE M.	C
02	00394954	90.00	07/08/14	141801 SOLIS, DIANA	C
02	00394955	2,325.00	07/08/14	401269 SOUTH TEXAS INTERPRETERS FOR	C
02	00394956	426.30	07/08/14	129763 SOUTHERN FOODS GROUP, LLC	C
02	00394957	715.62	07/08/14	319449 STAPLES BUSINESS ADVANTAGE	C
02	00394958	1,525.30	07/08/14	319449 STAPLES BUSINESS ADVANTAGE	C
02	00394959	6,363.25	07/08/14	319449 STAPLES BUSINESS ADVANTAGE	C
02	00394960	127.69	07/08/14	251283 STERICYCLE, INC	C
02	00394961	1,208.46	07/08/14	114243 SYSCO INC.	C
02	00394962	95.97	07/08/14	260363 T-MOBILE	C
02	00394963	559.32	07/08/14	260363 T-MOBILE	C
02	00394964	654.20	07/08/14	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
02	00394965	129.00	07/08/14	412961 ZAMBRANO, EFRAIN	C
02	00394966	600.00	07/08/14	198412 ACE COURT REPORTING SERVICE & DIGITAL	C
02	00394967	835.28	07/08/14	89885 ACTION HYDRAULIC HOSES, ETC.	C
02	00394968	30.19	07/08/14	416410 AIRGAS USA, LLC	C
02	00394969	26.50	07/08/14	399140 ALARM SECURITY GROUP LLC	C
02	00394970	108.99	07/08/14	314927 AMIGO BOLT & SUPPLY	C
02	00394971	479.31	07/08/14	1961 ANDERSON EQUIPMENT CO INC	C
02	00394972	19,497.55	07/08/14	302465 ARGUINDEGUI OIL CO II LTD	C
02	00394973	1,524.47	07/08/14	337412 AUTOZONE	C
02	00394974	992.55	07/08/14	3816 BILL BUNTON AUTO SUPPLY & MACHINE INC.	C
02	00394975	1,281.52	07/08/14	4537 BURTON AUTO SUPPLY, INC	C
02	00394976	318.40	07/08/14	124346 C & S SAFETY SUPPLY	C
02	00394977	107.12	07/08/14	43265 CAMCO WHEEL & AXLE	C
02	00394978	793.98	07/08/14	179272 CANON FINANCIAL SERVICES INC.	C
02	00394979	180.18	07/08/14	265241 WOLTERS KLUWER LAW & BUSINESS	C
02	00394980	2,127.12	07/08/14	153915 CDW GOVERNMENT INC.	C
02	00394981	408.62	07/08/14	169447 CITY OF WESLACO	C
02	00394982	232.64	07/08/14	169447 CITY OF WESLACO	C
02	00394983	150.00	07/08/14	78174 COPY GRAPHICS, INC	C
02	00394984	154.47	07/08/14	78174 COPY GRAPHICS, INC	C
02	00394985	227.87	07/08/14	270563 CPL RETAIL ENERGY, LP	C
02	00394986	64.00	07/08/14	362077 CRICKET COMMUNICATIONS, INC.	C
02	00394987	24,651.00	07/08/14	355372 CTC DISTRIBUTING, LTD	C
02	00394988	390.00	07/08/14	247774 D & R GLASS ETC INC.	C
02	00394989	1,875.05	07/08/14	86525 DELTA SPECIALTIES SUPPLY	C
02	00394990	74.62	07/08/14	258385 DISH	C
02	00394991	203.61	07/08/14	324493 DOGGETT HEAVY MACHINERY SERVICES LLC	C
02	00394992	2,608.70	07/08/14	324493 DOGGETT HEAVY MACHINERY SERVICES LLC	C
02	00394993	469.00	07/08/14	227153 SANTOY INVESTMENTS LLC	C
02	00394994	2,162.47	07/08/14	248649 FLEETPRIDE	C
02	00394995	2,788.52	07/08/14	125717 FRONTERA MATERIALS, INC.	C
02	00394996	60.30	07/08/14	321826 G & K SERVICE INC.	C
02	00394997	600.00	07/08/14	241873 JAIME ROEL GARCIA	C
02	00394998	314.56	07/08/14	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00394999	207.34	07/08/14	169242 GCR TIRE CENTER TDS	C
02	00395000	476.10	07/08/14	211567 GE CAPITAL INFORMATION TECHNOLOGY SOLUTI	C
02	00395001	68.00	07/08/14	15261 GULF DATA PRODUCTS	C
02	00395002	473.64	07/08/14	242101 H & V EQUIPMENT, INC.	C
02	00395003	506.87	07/08/14	94366 BD HOLT CO	C
02	00395004	1,798.46	07/08/14	94366 BD HOLT CO	C
02	00395005	1,695.04	07/08/14	405078 INDUSTRIAL DISTRIBUTION GROUP	C

Bank	Check No	Amount	Date	Vendor		Type
02	00395006	370.00	07/08/14	18244	JAMES PUBLISHING INC.	C
02	00395007	3,177.27	07/08/14	284149	JEAN'S RESTAURANT SUPPLY #2	C
02	00395008	45.00	07/08/14	253324	JOHNSTONE SUPPLY-PHARR	C
02	00395009	129.66	07/08/14	20362	KNOWLES PUBLISHING, INC.	C
02	00395010	82.50	07/08/14	21067	LEGAL DIRECTORIES PUB. CO., INC.	C
02	00395011	380.00	07/08/14	282693	LEXISNEXIS	C
02	00395012	695.63	07/08/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00395013	692.31	07/08/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00395014	1,025.30	07/08/14	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00395015	75.63	07/08/14	256951	MARTIN MARIETTA MATERIALS	C
02	00395016	115.59	07/08/14	224529	MCCOY'S BUILDING SUPPLY	C
02	00395017	467.00	07/08/14	24996	MISSION AUTO ELECTRIC, INC.	C
02	00395018	955.89	07/08/14	275506	MOBILE RELAYS PARTNERS, LTD.	C
02	00395019	248.05	07/08/14	414492	MOUNTAIN GLACIER, LLC	C
02	00395020	500.00	07/08/14	312258	MUNOZ, DORA L.	C
02	00395021	1,148.26	07/08/14	3166	BARBEE-NEUHAUS IMPL CO	C
02	00395022	7,457.20	07/08/14	195545	NUECES POWER EQUIPMENT	C
02	00395023	646.37	07/08/14	221945	O'REILLY AUTOMOTIVE STORES, INC.	C
02	00395024	27.50	07/08/14	27057	OFFICE COMMUNICATIONS SYSTEMS, INC.	C
02	00395025	851.64	07/08/14	312231	OFFICE DEPOT	C
02	00395026	1,074.10	07/08/14	422410	PRESTIGE CHEMICALS	C
02	00395027	17.50	07/08/14	91987	PUEBLO TIRES LTD	C
02	00395028	62.00	07/08/14	156876	RAM TRUCK SERVICE, INC.	C
02	00395029	33.01	07/08/14	277223	RELIANT, DEPT 0954	C
02	00395030	1,195.96	07/08/14	216607	RIO HYDRAULIC, LLC	C
02	00395031	635.00	07/08/14	407453	RIVERA-MARTIN, ANGELIZ FRANCINE	C
02	00395032	150.00	07/08/14	284262	ROCIC	C
02	00395033	893.95	07/08/14	283797	ROMCO EQUIPMENT CO.	C
02	00395034	125.00	07/08/14	62405	RUDY'S CUSTOM WORK UPHOLSTERY	C
02	00395035	8,074.49	07/08/14	269123	RUSH TRUCK CENTERS OF TEXAS, LP	C
02	00395036	490.00	07/08/14	184381	SALAZAR, JESSIE	C
02	00395037	159.72	07/08/14	34797	SOUTH TEXAS COMMUNICATIONS, INC.	C
02	00395038	741.66	07/08/14	35173	SPIKES MOTOR COMPANY	C
02	00395039	7,544.07	07/08/14	319449	STAPLES ADVANTAGE	C
02	00395040	198.00	07/08/14	262366	STARR TELECOMMUNICATIONS, ETC.	C
02	00395041	31.19	07/08/14	336319	SUPERIOR OIL EXPRESS	C
02	00395042	409.79	07/08/14	285927	THOMSON WEST	C
02	00395043	12,515.50	07/08/14	302007	TIRE CENTERS, LLC	C
02	00395044	1,795.04	07/08/14	131725	UTILITY TRAILER SALES SOUTHEAST TEXAS	C
02	00395045	371.85	07/08/14	287024	VERIZON WIRELESS	C
02	00395046	821.44	07/08/14	287024	VERIZON WIRELESS	C
02	00395047	47.64	07/08/14	40991	GRAINGER	C
02	00395048	8,333.00	07/08/14	41041	WADE, JAMES R.	C
02	00395049	408.03	07/08/14	41289	WAUKESHA-PEARCE INDUSTRIES, INC.	C
02	00395050	58.31	07/08/14	78344	WEAKS MARTIN IMPLEMENT CO., INC.	C
02	00395051	6,846.00	07/08/14	41548	WEST PUBLISHING CORPORATION	C
02	00395052	871.96	07/08/14	42129	XEROX CORPORATION	C
02	00395053	926.16	07/08/14	42404	ZEE MEDICAL, INC.	C
Total Bank No 02		**444,316.55**				
04	00015609	7,594.25	07/08/14	229555	ALCOCER GARCIA ASSOCIATES, INC.	C
04	00015610	1,118.95	07/08/14	229555	ALCOCER GARCIA ASSOCIATES, INC.	C
04	00015611	187.98	07/08/14	3778	BEVERLY'S HARDWARE	C
04	00015612	65.20	07/08/14	4537	BURTON AUTO SUPPLY, INC.	C
04	00015613	116,845.25	07/08/14	418870	SYRBERUS, INC.	C

Bank	Check No	Amount	Date	Vendor	Type
04	00015614	99.28	07/08/14	305545 HOME DEPOT CREDIT SERVICES	C
04	00015615	3,225.00	07/08/14	100102 LEONEL GARZA, JR. & ASSOCIATES LLC	C
04	00015616	15,923.91	07/08/14	388459 PRODIGY CONSTRUCTION MANAGEMENT, LLC	C
04	00015617	108,782.95	07/08/14	227889 TEDSI INFRASTRUCTURE GROUP	C
04	00015618	16,794.51	07/08/14	227889 TEDSI INFRASTRUCTURE GROUP	C
04	00015619	45,040.00	07/08/14	152005 TEXAS DEPT OF TRANSPORTATION	C
04	00015620	701.00	07/08/14	152005 TEXAS DEPT OF TRANSPORTATION	C
04	00015621	977.28	07/08/14	357081 TYLER TECHNOLOGIES, INC.	C
04	00015622	31,800.31	07/08/14	409545 CASTILLO, LINDA	C
04	00015623	7,863.22	07/08/14	409545 CASTILLO, LINDA	C
Total Bank No 04		**357,019.09**			
05	00023643	181,366.36	07/08/14	263001 TEXAS ASSOCIATION OF COUNTIES	C
Total Bank No 05		**181,366.36**			
15	00029412	25.20	07/08/14	406309 AGUEROS, AMANDA	C
15	00029413	134.40	07/08/14	384445 DEL BOSQUE, ROJELIO JR	C
15	00029414	53.76	07/08/14	401285 GARCIA, SERGIO M.	C
15	00029415	110.88	07/08/14	384704 GONZALEZ, ESTER	C
15	00029416	59.36	07/08/14	344281 GUERRA, MONICA	C
15	00029417	56,572.01	07/08/14	344834 HIDALGO COUNTY TREASURER	C
15	00029418	51.52	07/08/14	344648 MARTINEZ, FRANCISCO M.	C
15	00029419	64,305.64	07/08/14	343714 PROYECTO AZTECA	C
15	00029420	164.79	07/08/14	319449 STAPLES CREDIT PLAN	C
Total Bank No 15		**121,477.56**			

Total Hand Checks (Including Hand Voids)	.00
Total Computer Checks (Including Computer Voids)	2,206,479.88
Total ACH Checks (Including Voids)	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00
Grand Total:	**2,206,479.88**

Batch Yr	Batch No	Amount
14	**002238**	**22,827.78**
14	**002240**	**10,455.00**
14	**002241**	**11,592.50**
14	**002242**	**16,132.50**
14	**002243**	**33,347.77**
14	**002244**	**34,185.00**
14	**002245**	**17,460.00**
14	**002251**	**54,554.79**
14	**002253**	**247,103.28**
14	**002254**	**41,683.41**
14	**002255**	**83,052.21**
14	**002256**	**365,069.12**
14	**002259**	**22,963.28**
14	**002260**	**116,279.69**
14	**002263**	**328,501.83**
14	**002265**	**52,744.36**
14	**002272**	**393,740.98**
14	**002277**	**4,889.19**
14	**002285**	**20,142.89**
14	**002286**	**12,202.45**
14	**002288**	**12,425.39**
14	**002301**	**7,704.08**
14	**002313**	**121,477.56**
14	**002314**	**175,944.82**

AI-45324 **2014 Intradept. (line item) Transfer 2. A.**

CC CONSENT

Meeting Date: 07/08/2014

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

Department: COMM. PCT. #1

Information

CAPTION

2014 - Pct. #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-432-00-121-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/3/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/03/2014 01:42 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Katia Garcia Started On: 07/02/2014 02:50 PM

Final Approval Date: 07/03/2014

DATE: July 2, 2014

2014
Transfer

AI-45324

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

DEPARTMENT NAME: Hidalgo County Precinct No. 1 Sanitation

ACCOUNT NUMBER: 4-1100-432-00-121-001-0-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
423	CUSTODIAL	604	MEDICAL & LAB SUPPLIES	$305.00
423	CUSTODIAL	672	EQUIP & VEH R&M SUPPLIES	$845.24
423	CUSTODIAL	679	OTHER R&M SUPPLIES	$120.00
			TOTAL	**$1,270.24**

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-45317 **2014 Intradept. (line item) Transfer 2. B.**

CC CONSENT

Meeting Date: 07/08/2014

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

Department: COMM. PCT. #1

Information

CAPTION

2014 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-452-00-121-013-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/2/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/02/2014 10:52 AM
Auditor's Office	Monica Badillo	07/03/2014 05:59 PM

Form Started By: Katia Garcia Started On: 07/02/2014 10:13 AM

Final Approval Date: 07/03/2014

DATE: July 2, 2014

2014
Transfer

AI-45317

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

DEPARTMENT NAME: Hidalgo County Precinct No. 1
Parks

ACCOUNT NUMBER: 4-1100-452-00-121-013-0-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
739	OTHER STRUCTURES	604	MEDICAL & LAB SUPPLIES	$91.20
			TOTAL	$91.20

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-45369 **2014 Intradept. (line item) Transfer** **2. C.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Commissioner Hector Palacios

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2014 - CW Mech Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-004-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 7/3/14.

Attachments

Salary Analysis

LIT

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	07/03/2014 03:34 PM
Budget & Management	Debbie Tamez	07/03/2014 03:42 PM
Rosalinda Cantu	Rosie Cantu	07/03/2014 05:24 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Erika Zamora Started On: 07/03/2014 02:49 PM

Final Approval Date: 07/03/2014

Hidalgo County

Precinct 2

Salary Analysis

As of 7/3/14

CW Mech Shop (4-1200-431-00-122-004-0-XXX)

Object Code	Acct Description	2014 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Lapsed
113	Regular Full-Time	243,106.00	9,350.23	14.30	133,708.30	158,730.43	25,022.13
					Total:		**25,022.13**

DATE: July 8, 2014

2014
Transfer

DEPARTMENT HEAD: Commissioner Hector Palacios

DEPARTMENT NAME: Hidalgo County CW Mech Shop

ACCOUNT NUMBER: 4-1200-431-00-122-004-0-XXX

Contact Person: Erika Zamora **Ph#:** (956) 787-1891 Ext. 2015

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**
113	Reg F/T Employees	672	Equip & Veh R&M Supplies	15,000.00
113	Reg F/T Employees	679	Other R&M Supplies	3,500.00
113	Reg F/T Employees	432	Equip & Veh R&M Srv	3,500.00
113	Reg F/T Employees	619	Other Misc Supplies	3,022.13
			TOTAL	**25,022.13**

REASON:
To fund operating expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-45359 **2014 Intradept. (line item) Transfer** **2. D.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Commissioner Hector Palacios

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2014 - Pct 2 Adm (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 7/3/14.

Attachments

Salary Analysis

LIT

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	07/03/2014 03:22 PM
Budget & Management	Debbie Tamez	07/03/2014 03:40 PM
Rosalinda Cantu	Rosie Cantu	07/03/2014 05:24 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Erika Zamora Started On: 07/03/2014 11:59 AM

Final Approval Date: 07/03/2014

Hidalgo County

Precinct 2

Salary Analysis

As of 7/3/14

Pct 2 Administration (4-1200-431-00-122-005-0-XXX)

Object Code	Acct Description	2014 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Lapsed
113	Regular Full-Time	554,433.00	21,324.35	14.30	304,938.15	359,289.62	54,351.47
					Total:		**54,351.47**

DATE: July 8, 2014

2014
Transfer

DEPARTMENT HEAD: Commissioner Hector Palacios

DEPARTMENT NAME: Hidalgo County Precinct 2 Adm

ACCOUNT NUMBER: 4-1200-431-00-122-005-0-XXX

Contact Person: Erika Zamora **Ph#:** (956) 787-1891 Ext. 2015

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
113	Reg F/T Employees	890	Other	54,351.47
			TOTAL	54,351.47

REASON:
To fund various Road Projects.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-45358 **2014 Intradept. (line item) Transfer** **2. E.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Commissioner Hector Palacios

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2014 - Pct 2 Rd Maint (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 7/3/14.

Attachments

Salary Analysis

LIT

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	07/03/2014 03:19 PM
Budget & Management	Debbie Tamez	07/03/2014 03:38 PM
Rosalinda Cantu	Rosie Cantu	07/03/2014 05:24 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Erika Zamora Started On: 07/03/2014 11:53 AM

Final Approval Date: 07/03/2014

Hidalgo County

Precinct 2

Salary Analysis

As of 7/3/14

Pct 2 Rd Maint (4-1200-431-00-122-006-0-XXX)

Object Code	Acct Description	2014 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Lapsed
113	Regular Full-Time	1,439,753.00	55,375.12	14.30	791,864.15	976,512.79	184,648.64
					Total:		**184,648.64**

DATE: July 8, 2014

2014
Transfer

DEPARTMENT HEAD: Commissioner Hector Palacios

DEPARTMENT NAME: Hidalgo County Precinct 2 Rd Maint

ACCOUNT NUMBER: 4-1200-431-00-122-006-0-XXX

Contact Person: Erika Zamora **Ph#:** (956) 787-1891 Ext. 2015

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
113	Reg F/T Employees	890	Other	184,648.64
			TOTAL	184,648.64

REASON:
To fund various Precinct 2 Road Projects.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-45294 **2014 Intradept. (line item) Transfer 2. F.**

CC CONSENT

Meeting Date: 07/08/2014

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

Department: COMM. PCT. #2

Information

CAPTION

2014 - CO2010 Pct. 2 Equip. & Maint. Facility (1342)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1342-431-00-122-053-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/2/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/02/2014 11:00 AM
Auditor's Office	Monica Badillo	07/03/2014 05:59 PM

Form Started By: Angela Garcia Started On: 07/01/2014 03:14 PM

Final Approval Date: 07/03/2014

INTRADEPARTMENTAL TRANSFER

DATE: July 1, 2014

DEPARTMENT HEAD: COMM. HECTOR PALACIOS

DEPARTMENT NAME: CO 2010-PCT. 2 EQUIP. & MAINT. FACILITY

ACCOUNT NUMBER: 4-1342-431-00-122-053-0-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	
739	OTHER STRUCTURES	748	OTHER EQUIPMENT	$8,541.56
			TOTAL	$8,541.56

REASON: TO PURCHASE AIR COMPRESSOR FOR NEW FACILITY

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-45296 **2014 Intradept. (line item) Transfer 2. G.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Commissioner Hector Palacios

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2014 - Pct. #2 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-452-00-122-008-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/3/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	07/03/2014 02:25 PM
Budget & Management	Debbie Tamez	07/03/2014 02:29 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Erika Zamora Started On: 07/01/2014 03:25 PM

Final Approval Date: 07/03/2014

DATE: July 8, 2014

DEPARTMENT HEAD: Raul Silguero, Chief Administrator

DEPARTMENT NAME: Hidalgo County Precinct No. 2 Parks

ACCOUNT NUMBER: 4-1100-452-00-122-008-0-XXX

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

2014
Intradepartmental Transfer

AI #45296

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	679	Other R&M Supplies	4,000.00
			TOTAL	**4,000.00**

REASON:
To fund operating expenses.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-45291 **2014 Intradept. (line item) Transfer** **2. H.**

CC CONSENT

Meeting Date: 07/08/2014

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

Department: COMM. PCT. #2

Information

CAPTION

2014 - Pct. 2 Alamo CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-466-00-122-082-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/2/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/02/2014 10:56 AM
Auditor's Office	Monica Badillo	07/03/2014 05:59 PM

Form Started By: Angela Garcia Started On: 07/01/2014 02:46 PM

Final Approval Date: 07/03/2014

INTRADEPARTMENTAL TRANSFER

DATE: July 1, 2014

DEPARTMENT HEAD: COMM. HECTOR PALACIOS

DEPARTMENT NAME: PCT. 2 CRC - ALAMO

ACCOUNT NUMBER: 4-1100-466-00-122-082-0-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	
665	MINOR COMP. EQUIPMENT	607	HOUSEHOLD & JAN. SUPPLIES	$520.00
			TOTAL	$520.00

REASON: PURCHASE JANITORIAL SUPPLIES

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-45334 **2014 Intradept. (line item) Transfer** **2. I.**

CC CONSENT

Meeting Date: 07/08/2014

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

Department: COMM. PCT. #4

Information

CAPTION

2014 - Pct. #4 Restitution (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-124-125-0-XXX

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

BUDGETARY IMPACT:

619 --> 739 $8,670.48
664 --> 739 $5,076.00
748 --> 739 $9,229.05
664 --> 739 $576.61
619 --> 739 $40.34
Funds available as of 07/02/14

Attachments

Restitution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/03/2014 01:46 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Veronica Lopez Started On: 07/02/2014 04:31 PM

Final Approval Date: 07/03/2014

DATE: July 7, 2014

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
Restitution Center

ACCOUNT NUMBER: 4-1200-431-00-124-125-0-XXX

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

2014
Intradepartmental Transfer

AI- 45334

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
619	Pct4 Restitution- 1124 M Rd- Other Misc Supplies	739	Pct4 Restitution- 1124 M Rd- Other Strucr	$8,670.48
664	Pct4 Restitution- 1124 M Rd- Comp Equipment	739	Pct4 Restitution- 1124 M Rd- Other Strucr	$5,076.00
748	Pct4 Restitution- 1124 M Rd- Other Equipme	739	Pct4 Restitution- 1124 M Rd- Other Strucr	$9,229.05
664	Pct4 Restitution- 1124 M Rd- Comp Equipment	739	Pct4 Restitution- 1124 M Rd- Other Strucr	$576.61
619	Pct4 Restitution- 1124 M Rd- Other Misc Supplies	739	Pct4 Restitution- 1124 M Rd- Other Strucr	$40.34
			TOTAL	**$23,592.48**

REASON:
Transfer needed for Pct 4 Restitution expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-45327 **2014 Intradept. (line item) Transfer** **2. J.**

CC CONSENT

Meeting Date: 07/08/2014

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

Department: COMM. PCT. #4

Information

CAPTION

2014 - Pct. #4 Rd. Maint (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-124-007-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 07/03/14.

890 --> 432 $10,000.00
890 --> 532 $4,578.97
890 --> 672 $20,000.00
890 --> 679 $5,000.00
890 --> 731 $67,631.85

Attachments

REVISED

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/03/2014 10:42 AM
Auditor's Office	Monica Badillo	07/03/2014 05:59 PM

Form Started By: Veronica Lopez Started On: 07/02/2014 03:01 PM

Final Approval Date: 07/03/2014

DATE: July 7, 2014

DEPARTMENT HEAD: Joseph Palacios

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

ACCOUNT NUMBER: 4-1200-431-00-124-007-0-XXX

AI-45327

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Pct 4 Rd. Maint- Other	432	Pct 4 Rd. Maint- Equip & Veh R&M Srv	$10,000.00
890	Pct 4 Rd. Maint- Other	532	Pct 4 Rd. Maint-Wireless Devices	$4,578.97
890	Pct 4 Rd. Maint- Other	672	Pct 4 Rd Maint- Equip & Veh R&M Supplies	$20,000.00
890	Pct 4 Rd. Maint- Other	679	Pct 4 Rd Maint- Other R&M Supplies	$5,000.00
890	Pct 4 Rd. Maint- Other	731	Pct 4 Rd Maint- Roads	$67,631.85
			TOTAL	$107,210.82

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

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-45333 **2014 Intradept. (line item) Transfer** **2. K.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Jaime Longoria Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2014 - County Judge (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-413-00-110-006-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/3/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/02/2014 04:46 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: SANDRA DELEON Started On: 07/02/2014 04:18 PM

Final Approval Date: 07/03/2014

DATE: July 2, 2014

DEPARTMENT HEAD: Judge Ramon Garcia

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 4-1100-413-00-110-006-0-XXX

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 NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
745	Computer Equipment	601	Office & Computer Supplies	303.32
661	Minor Office Furn & Equip	601	Office & Computer Supplies	587.45
			TOTAL	890.77

REASON: Transfer needed for year expenses.

DEPARTMENT HEAD SIGNATURE

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

AI-45290 **2014 Intradept. (line item) Transfer 2. L.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2014 - I. T. Countywide (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-00-200-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/2/14.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/02/2014 10:25 AM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Edna Kirby Started On: 07/01/2014 02:33 PM

Final Approval Date: 07/03/2014

DATE: July 15, 2014

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 4-1100-415-00-200-002-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
661	IT COUNTYWIDE-MINOR OFFICE FURN & EQUIP	743	IT COUNTYWIDE-OFFICE FURN & EQUIPMENT	$1,089.21
432	IT COUNTYWIDE-EQUIP & VEH R&M SRV	743	IT COUNTYWIDE-OFFICE FURN & EQUIPMENT	32.29
			TOTAL	$1,121.50

REASON: **Furniture**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-45279 **2014 Intradept. (line item) Transfer 2. M.**

CC CONSENT

Meeting Date: 07/08/2014

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

Department: COMM. PCT. #1

Information

CAPTION

2014 - Pct.1 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-121-005-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/1/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/01/2014 09:02 AM
Auditor's Office	Monica Badillo	07/03/2014 05:59 PM

Form Started By: Katia Garcia Started On: 07/01/2014 08:16 AM

Final Approval Date: 07/03/2014

DATE: June 30, 2014

2014
Transfer

AI-45279

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

DEPARTMENT NAME: Hidalgo County Precinct No. 1 Rd. Maintenance

ACCOUNT NUMBER: 4-1200-431-00-121-005-0-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
605	CLOTHING & UNIFORMS	343	LAUNDRY & DRY CLEANING	$10,533.90
			TOTAL	$10,533.90

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-45264 **2014 Intradept. (line item) Transfer** **2. N.**

CC CONSENT

Meeting Date: 07/08/2014

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

Department: COMM. PCT. #3

Information

CAPTION

2014 - Pct #3 Rd. Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-123-005-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/1/14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/01/2014 09:13 AM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Norma Ceballos Started On: 06/27/2014 11:09 AM

Final Approval Date: 07/03/2014

INTRA-DEPARTMENTAL TRANSFER

DATE: 06/26/17

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 4-1200-431-00-123-005-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	Pct3 Rd. Maint-Other	672	Pct3 Rd. Maint-Equip. & Veh. R&M Supplies	$ 10,000.00
			TOTAL	**$ 10,000.00**

REASON: Repair and maintenance supplies for daily operation.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-45205 **2014 Intradept. (line item) Transfer 2. O.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2014 - Hidalgo County Sheriff's Office / Jail (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-423-21-280-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/1/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/24/2014 04:53 PM
Budget & Management	Debbie Tamez	06/25/2014 09:08 AM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Virginia Rodriguez Started On: 06/24/2014 04:26 PM

Final Approval Date: 07/03/2014

DATE: 7/7/2014

DEPARTMENT HEAD: SHERIFF J.E. "EDDIE" GUERRA

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 4-1100-423-21-280-002-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
4-1100-423-21-280-002-0-	665-MINOR COMPUTER EQUIPMENT	➔	4-1100-423-21-280-002-0-	811-LICENSE & PERMITS	$100.00
4-1100-423-21-280-002-0-	604-MEDICAL & LABORATORY SUPPLIES		4-1100-423-21-280-002-0-	619-OTHER MISC. SUPPLIES	$1,000.00
4-1100-423-21-280-002-0-	605-CLOTHING & UNIFORMS		4-1100-423-21-280-002-0-	619-OTHER MISC. SUPPLIES	$2,000.00
T O T A L					**$3,100.00**

REASON:

TRANSFER IS BEING REQUESTED TO COVER EXPENSES FOR THE REMAINDER OF FISCAL.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

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

AI-45207 **2014 Intradept. (line item) Transfer 2. P.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Facilities Management

Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2014 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-419-40-220-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/26/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/25/2014 10:17 AM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Glinda Pacheco Started On: 06/24/2014 04:50 PM

Final Approval Date: 07/03/2014

DATE: June 19, 2014

2014
Transfer

DEPARTMENT HEAD: Daniel Flores

DEPARTMENT NAME: Facilities Management

ACCOUNT NUMBER: 4-1100-419-40-220-001-0-XXX

Contact Person: Glinda Pacheco **Ph#:** (956) 292-7025 Ext. 5411

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
671	FACILITIES MGMT-BLDG&OTHR STRUC R&M SU	748	FACILITIES MGMT-OTHER EQUIPMENT	1,125.00
			TOTAL	1,125.00

REASON:
Intradepartmental transfer needed to cover expense of cement needed for custodian storage to comply with city fire marshal.

DEPARTMENT HEAD SIGNATURE

6.19.14
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-45216 **2014 Intradept. (line item) Transfer 2. Q.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted By: Irma Castillo,
PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

2014 - Planning Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-419-10-210-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7-1-14.

Attachments

LIT070814

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/25/2014 11:57 AM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Irma Castillo Started On: 06/25/2014 11:13 AM

Final Approval Date: 07/03/2014

Raul E. Sesin, P.E.,
C.F.M.
PLANNING
ADMINISTRATOR

HIDALGO COUNTY
PLANNING DEPT.

DATE: June 25, 2014

DEPARTMENT HEAD: Raul E. Sesin, P.E.

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 4-1100-419-10-210-001-0.

SUBJECT: BUDGET LINE ITEM TRANSFER(S)
Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
4-1100-419-10-210-001-0-432	R&M Serv-Equip & Veh	→	4-1100-419-10-210-001-0-672	EQ & VEH R&M Supplies	$1,000.00
					$1,000.00

Comments: Need to transfer money from 432-R&M Serv Equip & Veh to 672-EQ & VEH R&M Supplies in order to purchase vehicle parts to repair Planning Dept. vehicles.

6-25-14
Department Head Signature

Approved Commissioners' Court

___/___/___
Date

Attest County Clerk

LIT070814

AI-45182 **2014 Intradept. (line item) Transfer 2. R.**

CC CONSENT

Meeting Date: 07/08/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2014 - Health & Human Services Dept. / Medicaid Adm. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1293-441-00-340-059-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/1/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/23/2014 04:35 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Mike Escaname Started On: 06/23/2014 02:31 PM

Final Approval Date: 07/03/2014

Date: June 23, 2014
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 4-1293-441-00-340-059-0- MAC
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
4-1293-441-00-340-059-0-540	MEDICAID ADMIN-ADVERTISING	4-1293-441-00-340-059-0-604	MEDICAID ADMIN-MEDICAL & LAB SUPPL	$25,000.00
4-1293-441-00-340-059-0-550	MEDICAID ADMIN-PRINTING & BINDING	4-1293-441-00-340-059-0-604	MEDICAID ADMIN-MEDICAL & LAB SUPPL	$2,500.00
4-1293-441-00-340-059-0-603	MEDICAID ADMIN-EDUCATION/INSTRUCTION SUP	4-1293-441-00-340-059-0-604	MEDICAID ADMIN-MEDICAL & LAB SUPPL	$ 5,000.00
4-1293-441-00-340-059-0-339	MEDICAID ADMIN-OTHER PROF SRV	4-1293-441-00-340-059-0-604	MEDICAID ADMIN-MEDICAL & LAB SUPPL	$ 15,000.00
			Amount	$ 47,500.00

Revenue Account
Amount Requested: $ 47,500.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-45220 **2014 Intradept. (line item) Transfer 2. S.**

CC CONSENT

Meeting Date: 07/08/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2014 - Health & Human Services Dept. / T.B. Elim (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1293-441-00-340-011-4-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/1/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/25/2014 02:21 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Mike Escaname Started On: 06/25/2014 01:26 PM

Final Approval Date: 07/03/2014

Date: June 25, 2014
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 4-1293-441-00-340-011-4-
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
4-1293-441-00-340-011-4-604	TDH T.B.ELIM-MEDICAL & LAB SUPPL	4-1293-441-00-340-011-4-581	TDH T.B.ELIM-TRAVEL IN COUNTY	$ 3,111.00
			Amount	$ 3,111.00

Revenue Account
Amount Requested: $ 3,111.00

Reason: Funds needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-45243 **2014 Intradept. (line item) Transfer 2. T.**

CC CONSENT

Meeting Date: 07/08/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2014 - Health & Human Services Dept. / RLSS (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1293-441-00-340-006-4-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/1/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/26/2014 11:31 AM
Auditor's Office	Monica Badillo	07/03/2014 05:59 PM

Form Started By: Mike Escaname Started On: 06/26/2014 11:23 AM

Final Approval Date: 07/03/2014

Date: June 26, 2014
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 4-1293-441-00-340-006-4- RLSS / LPHS
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
4-1293-441-00-340-006-4-583	RLSS/LPHS-TRAVEL OUT OF COUNTY	4-1293-441-00-340-006-4-601	RLSS/LPHS-OFFICE & COMPUTER SUPPLIES	$1,500.00
4-1293-441-00-340-006-4-584	RLSS/LPHS-REGISTRATION FEES	4-1293-441-00-340-006-4-601	RLSS/LPHS-OFFICE & COMPUTER SUPPLIES	$1,350.00
			Amount	$ 2,850.00

Revenue Account
Amount Requested: $ 2,850.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-45194 **2014 Intradept. (line item) Transfer 2. U.**

CC CONSENT

Meeting Date: 07/08/2014

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

Department: ELECTIONS DEPT.

Information

CAPTION

2014 - Elections Dept. (1283)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1283-414-00-130-018-2-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/1/14.

Attachments

Elections LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/01/2014 08:51 AM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Melanie Esparza Started On: 06/24/2014 02:43 PM

Final Approval Date: 07/03/2014

AI-45269 **2014 Intradept. (line item) Transfer 2. V.**

CC CONSENT

Meeting Date: 07/08/2014

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

Department: ELECTIONS DEPT.

Information

CAPTION

2014 - Elections / HAVA Program Income (1283)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1283-414-00-130-016-8-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/1/14.

Attachments

Elections LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/01/2014 09:09 AM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Melanie Esparza Started On: 06/27/2014 02:19 PM

Final Approval Date: 07/03/2014

AI-45261 **2014 Intradept. (line item) Transfer 2. W.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Yvonne Ramon Submitted By: Rosie Diaz, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2014 - Elections (1100)

BACKGROUND

Elections LIT

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-414-00-130-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/1/14.

Attachments

062714LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/27/2014 10:57 AM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Rosie Diaz Started On: 06/27/2014 10:00 AM

Final Approval Date: 07/03/2014

AI-45286 **2014 Intradept. (line item) Transfer** **2. X.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Constable Martin Cantu Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2014 - Constable Pct. #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-292-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/2/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/01/2014 01:29 PM
Auditor's Office	Monica Badillo	07/03/2014 05:59 PM

Form Started By: Erika Zamora Started On: 07/01/2014 11:32 AM

Final Approval Date: 07/03/2014

DATE: July 8, 2014

2014
Transfer

DEPARTMENT HEAD: Constable Martin Cantu

DEPARTMENT NAME: Hidalgo County Constable Precinct 2

AI# 45286

ACCOUNT NUMBER: 4-1100-421-00-292-001-0-XXX

Contact Person: Erika Zamora **Ph#:** (956) 787-1891 Ext. 2015

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
745	Computer Equipment	664	Other Minor Equipment	2,250.00
			TOTAL	**2,250.00**

REASON:
To fund purchase of radar units.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-45222 **2014 Intradept. (line item) Transfer 2. Y.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted By: Priscilla Torres, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2014 - County Clerk (1237)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1237-415-40-180-003-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/1/14.

Attachments

LIT - Co. Clerks (1237)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/25/2014 04:22 PM
Auditor's Office	Monica Badillo	07/03/2014 05:59 PM

Form Started By: Priscilla Torres Started On: 06/25/2014 02:25 PM

Final Approval Date: 07/03/2014

DATE: 6/24/2014

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER:4-1237-415-40-180-003-0-

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
535	CO CLERK - POSTAGE	748	CO.CLERK-OTHER EQUIPMENT	$7,000.00
535	CO CLERK - POSTAGE	661	CO.CLERK-MINOR OFFICE & FURN. EQUP.	$600.00
			TOTAL	$7,600.00

REASON: To pay for up coming needed expenses - replacement of Shoretel phones & purchase of baler.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

AI-45227 **2014 Intradept. (line item) Transfer 2. Z.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted By: Priscilla Torres, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2014 - County Clerk's Office / Record Archive (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-40-180-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/1/14.

Attachments

LIT - COUNTY CLERKS (1100)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/25/2014 04:33 PM
Auditor's Office	Monica Badillo	07/03/2014 05:59 PM

Form Started By: Priscilla Torres Started On: 06/25/2014 04:18 PM

Final Approval Date: 07/03/2014

DATE: 6/25/2014

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER:4-1100-415-40-180-00[illegible]-0-

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
601	CO CLERK-OFFICE & COMPUTER SUPPLIES	613	CO.CLERK-SAFETY SUPPLIES	$180.00
			TOTAL	$180.00

REASON: To pay for up coming needed expenses -Safety Tape.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE ATTEST COUNTY CLERK

AI-45185 **2014 Intradept. (line item) Transfer 2. AA.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2014 - I. T. Dept. / Info Tech Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-00-200-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7-1-14.

Attachments

Intra

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/23/2014 04:37 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Edna Kirby Started On: 06/23/2014 03:11 PM

Final Approval Date: 07/03/2014

DATE: July 8, 2014

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 4-1100-415-00-200-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
583	INFO TECH DEPT-TRAVEL OUT OF COUNTY	532	IINFO TECH DEPT-WIRELESS DEVICES	$358.35
			TOTAL	**$358.35**

REASON: **Cover expenses for 2 data cards.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-45225 **2014 Intradept. (line item) Transfer** **2. BB.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2014 - Justice Crt Bldg Sec (1245)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1245-412-00-060-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/26/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/25/2014 03:44 PM
Auditor's Office	Monica Badillo	07/03/2014 05:59 PM

Form Started By: Glinda Pacheco Started On: 06/25/2014 03:01 PM

Final Approval Date: 07/03/2014

DATE: July 7, 2014

2014
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for JUSTICE CRT BLDG SEC

ACCOUNT NUMBER: 4-1245-412-00-060-002-0-XXX

Contact Person: Glinda Pacheco **Ph#:** (956) 292-7025 Ext. 5411

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
679	OTHER R&M SUPPLIES	452	BLDG ADD & RENOV	2,499.39
			TOTAL	2,499.39

REASON:
Intradepartmental transfer needed to cover quotes from Herrera & Hunt for an additional bullet proof glass needed at JP Saenz office.

DEPARTMENT HEAD SIGNATURE

DATE / /

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-45242 **2014 Intradept. (line item) Transfer** **2. CC.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: NORMA G. GARCIA Submitted By: Jose Munoz, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

2014 - Treasurer's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-16-150-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 7/1/14.

Attachments

LINEiTEM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/26/2014 11:34 AM
Auditor's Office	Monica Badillo	07/03/2014 05:59 PM

Form Started By: Jose Munoz Started On: 06/26/2014 11:21 AM

Final Approval Date: 07/03/2014

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 06-25-2014

DEPARTMENT HEAD: NORMA G. GARCIA

DEPARTMENT NAME: TREASURER DEPT

ACCOUNT NUMBER: 4-1100-415-16-150-001-0-XXX

CONTACT PERSON: JOSE MUNOZ

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
431	BLDG & OTHR STRUC R&M SRV	550	PRINTING & BINDING	1,581.27
431	BLDG & OTHR STRUC R&M SRV	601	OFFICE & COMPUTER SUPPLIES	219.01
432	EQUIP & VEH R&M SRV	583	TRAVEL OUT OF COUNTY	180.03
604	MEDICAL & LAB SUPPL	442	EQUIP & VEHICLE RENTALS	11.00
604	MEDICAL & LAB SUPPL	631	BOTTLED WATER	39.00
661	MINOR OFFICE FURN & EQUIP	583	TRAVEL OUT OF COUNTY	600.09
743	OFFICE FURN & EQUIPMENT	601	OFFICE & COMPUTER SUPPLIES	295.96
810	DUES & MEMBERSHIPS	583	TRAVEL OUT OF COUNTY	300.00
810	DUES & MEMBERSHIPS	601	OFFICE & COMPUTER SUPPLIES	150.09
			TOTAL	3,376.45

REASON: To appropriate funds to cover costs for printing, travel, water, and office supplies.

Norma G. García

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-45356 **2014 Interdepartmental Transfers 3. A.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Executive Office Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Wide Contingency (1100):
Approval of 2014 interdepartmental transfer from Child Advocacy CTR to Contingency in the amount of $4,934.30 to fund the installation of a Fire Suppression System at the Constable Pct.1 building.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-4XX-X0-1X5-0XX-0-8XX

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

BUDGETARY IMPACT:

Funds available as of 7/3/14.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/03/2014 02:13 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Glinda Pacheco Started On: 07/03/2014

Final Approval Date: 07/03/2014

DATE: July 7, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2014
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Child Advocacy Ctr

ACCOUNT NUMBER: 4-1100-4XX-X0-1X5-0XX-0-8XX

CONTACT PERSON: Glinda Pacheco **PHONE:** (956) 292-7025 Ext. 5411

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			
4-1100-444-20-125-019-0- 843	CHILD ADVOCACY CTR	AID TO NONGOVT AGENCY	(4,934.30)
TO			
4-1100-415-00-115-002-0- 899	CO. WIDE ADM	Contingency	4,934.30
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **Transfer needed to cover the installation of a Fire Suppression System at the Constable Pct.1 building.**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-45268 **2014 Interdepartmental Transfers 3. B.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

SELF FUNDED HEALTH BENEFITS (2201):
Approval of 2014 interdepartmental transfer within Health Benefits from program 005, 008 and 009 to program 087 in the total amount of $25,500.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-2201-415-00-115-087-0-820

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

BUDGETARY IMPACT:
FUNDS AVAILABLE AS OF 7/2/14.

Attachments

F2201 PRG005,008,009 TO PRG 087

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/01/2014 09:49 AM
Obdett Calzada	Obdett Calzada	07/02/2014 04:23 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Angelica M. Tapia Started On: 06/27/2014

Final Approval Date: 07/03/2014

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: June 27, 2014

2014
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ANGELICA M. TAPIA
Ph#: (956) 292-7028 EXT 5415

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
4-2201-415-00-115-005-0-820	HEALTH BENEFITS-CSA-CLAIMS NOT COVERED	(5,000.00)
4-2201-415-00-115-008-0-820	HEALTH BENEFITS-HCAD-CLAIMS NOT COVERED	(5,000.00)
4-2201-415-00-115-009-0-311	DBM-HEALTH INS ADM-MGMT CONSULTING SRV	(4,000.00)
4-2201-415-00-115-009-0-339	DBM-HEALTH INS ADM-OTHER PROF SRV	(7,500.00)
4-2201-415-00-115-009-0-667	DBM-HEALTH INS ADM-MINOR SOFTWARE	(500.00)
4-2201-415-00-115-009-0-743	DBM-HEALTH INS ADM-OFFICE FURN & EQUIP	(2,000.00)
4-2201-415-00-115-009-0-745	DBM-HEALTH INS ADM-COMPUTER EQUIPMENT	(1,500.00)
TO:		
4-2201-415-00-115-087-0-820	HEALTH BENEFITS-COBRA-CLAIMS NOT COVERED	25,500.00
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: TO COVER CURRENT NEGATIVE BALANCE AND FUTURE EXPENDITURES IN F2201 PRG 087.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-45355 **2014 Interdepartmental Transfers 3. C.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Executive Office Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Facilities Management (1100):
Approval of 2014 interdepartmental transfer from Co. Wide Adm-Contingency to Facilities Management in the amount of $4,934.30 for the installation of a Fire Suppression system at the Constable Pct.1 building.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-4XX-X0-XXX-0XX-0-XXX

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

BUDGETARY IMPACT:

Funding available pending CC approval of AI-45356.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/03/2014 02:13 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Glinda Pacheco Started On: 07/03/2014

Final Approval Date: 07/03/2014

DATE: July 7, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2014
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Wide Adm-Contingency

ACCOUNT NUMBER: 4-1100-4XX-X0-XXX-0XX-0-XXX

CONTACT PERSON: Glinda Pacheco **PHONE:** (956) 292-7025 Ext. 5411

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				
4-1100-415-00-115-002-0-	899	CO. WIDE ADM	Contingency	(4,934.30)
TO				
4-1100-419-40-220-001-0-	431	FACILITIES MGMT	BLDG&OTHR STRUC R&M SRV	85.50
4-1100-419-40-220-001-0-	664	FACILITIES MGMT	OTHER MINOR EQUIPMENT	695.00
4-1100-419-40-220-001-0-	679	FACILITIES MGMT	OTHER R&M SUPPLIES	4,153.80
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **Transfer needed to cover the installation of a Fire Suppression System at the Constable Pct.1 building.**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-45325 **2014 Interdepartmental Transfers 3. D.**

CC CONSENT

Meeting Date: 07/08/2014

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

Department: COMM. PCT. #3

Information

CAPTION

Requesting approval of interdepartmental transfer from Precinct #3 Rd. Maint. (005) into Precinct #3 BCAP Ramirez #2(prog. 588) in the amount $1397.28.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-890

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

BUDGETARY IMPACT:

Funds available as of 7/03/14.

Attachments

Interdept.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/02/2014 03:50 PM
Purchasing Department	Monica Badillo	07/03/2014 05:59 PM

Form Started By: Norma Ceballos Started On: 07/02/2014 02:55 PM

Final Approval Date: 07/03/2014

DATE: July 8, 2014

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

DEPARTMENT NAME: Pct. No. 3 - (1200)

ACCOUNT NUMBER: 4-1200-431-00-123-005-0-

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

Contact: Norma Ceballos
Ph#: ext 3007

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:		
4-1200-431-00-123-005-0-890	Pct #3 Rd. Maint. - Other	(1,397.28)
To:		
4-1200-431-00-123-588-0-731	Pct #3 BCAP Ramirez #2 S/D Roads	$1,397.28
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover amount not refundable by TxDot.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-45337 **2014 Interdepartmental Transfers 3. E.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Commissioner Hector Palacios

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Pecina Rd (I Rd West - Floodway)(1200):
Approval of 2014 interdepartmental transfer from Pct 2 Gearhart Dr to Pct 2 Pecina Rd (I Rd West to Floodway) in the amount of $24,000.00 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-09X-0-731

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

BUDGETARY IMPACT:

Funding available as of 7/2/14.

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	07/03/2014 03:41 PM
Budget & Management	Debbie Tamez	07/03/2014 03:43 PM
Manuel Chapa	Manuel Chapa	07/03/2014 04:08 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Erika Zamora Started On: 07/02/2014 05:36 PM

Final Approval Date: 07/03/2014

DATE: July 8, 2014

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Hidalgo County Precinct No. 2 Pecina Rd (I Rd West to Floodway) Road Overlay Project

ACCOUNT NUMBER: 4-1200-431-00-122-09X-0-731

CONTACT PERSON: Erika Zamora **PHONE:** (956) 787-1891 Ext. 2015

2014
Interdepartmental Transfer

AI # 45337

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:			
4-1200-431-00-122-092-0- 731	Pct 2 Gearhart Dr Road & Drainage Imp	Roads	(24,000.00)
TO:			
4-1200-431-00-122-099-0- 731	Pct 2 Pecina Rd (I Rd West to Floodway)	Roads	24,000.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund road overlay project expenditures.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-45368 **2014 Interdepartmental Transfers 3. F.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Commissioner Hector Palacios

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 El Gato Rd (Tower-Border) (1200):
Approval of 2014 interdepartmental transfer from Pct 2 Rd Maint to Pct 2 El Gato Rd(Tower-Border)Project in the amount of $136,042.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-X0X-0-XXX

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

BUDGETARY IMPACT:

Funding pending approval of AI#45358 CC 7/8/14

Attachments

Interdepartmental transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	07/03/2014 03:40 PM
Budget & Management	Debbie Tamez	07/03/2014 03:41 PM
Manuel Chapa	Manuel Chapa	07/03/2014 04:16 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Erika Zamora Started On: 07/03/2014 02:46 PM

Final Approval Date: 07/03/2014

DATE: July 8, 2014

DEPARTMENT HEAD: Raul Silguero

2014
Interdepartmental Transfer

AI # 45368

DEPARTMENT NAME: Hidalgo County Precinct No.2 El Gato Rd (Tower-Border) Project

ACCOUNT NUMBER: 4-1200-431-00-122-X0X-0-XXX

CONTACT PERSON: Carlos Jasso **PHONE:** (956) 787-1891 Ext. 2006

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:			
4-1200-431-00-122-006-0- 890	Pct 2 Rd Maint	Other	(136,042.00)
TO:			
4-1200-431-00-122-100-0- 731	Pct 2 El Gato Rd (Tower-Border) Project	Roads	136,042.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund El Gato Road (Tower-Border) Project Expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-45326 **2014 Interdepartmental Transfers 3. G.**

CC CONSENT

Meeting Date: 07/08/2014

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

Department: COMM. PCT. #4

Information

CAPTION

Pct. 4 Rd Maint. (1200):
Approval of 2014 interdepartmental transfer from Road Maint. (program 007) to ADM (program 005) in the amount of $5,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-124-007-0-890

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

BUDGETARY IMPACT:
Funds available as of 07/03/14

Attachments

ADM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/03/2014 10:14 AM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Veronica Lopez Started On: 07/02/2014 02:57 PM

Final Approval Date: 07/03/2014

DATE: July 7, 2014

2014
Transfer

DEPARTMENT HEAD: Comm. Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4

AI- 45326

ACCOUNT NUMBER: 4-1200-431-00-124-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
4-1200-431-00-124-007-0-890	**Pct4 Rd Maint - Other**	**($5,000.00)**
To:		
4-1200-431-00-124-005-0-583	**Pct4 ADM- Travel Out of County**	**$1,000.00**
4-1200-431-00-124-005-0-584	**Pct4 ADM- Registration Fees**	**$1,000.00**
4-1200-431-00-124-005-0-601	**Pct4 ADM- Office & Computer Suppl**	**$3,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed for ADM expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-45319 **Planning Department 4. A.**

CC CONSENT

Meeting Date: 07/08/2014

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 Certificate Plat & Utility Status 07-08-14

Pct 1 Water Service Availability 07-08-14

Pct 2 & 4 Certificate Plat & Utility Status 07-08-14

Pct 2 & 4 Water Service Availability 07-08-14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/02/2014 01:25 PM
Glinda Pacheco	Glinda Pacheco	07/03/2014 09:16 AM
Auditor's Office	Monica Badillo	07/03/2014 05:59 PM

Form Started By: Irma Castillo Started On: 07/02/2014 11:56 AM

Final Approval Date: 07/03/2014

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	EDGAR PARRA	1-11048
2.	JUANA L. GASCA	1-11433
	COMM. COURT: JULY 8, 2014	

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: 1-11048

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: Edgar Parra

Address: 909 SAN Cristobal
SAN JUAN TX
78589.

Phone: (956) 342-1863

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.: 285096-001

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Birch Ph. #2 Lot #55,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7/22/08);

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 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
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: 1-11048

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: Edgar Parra

Address: 909 SAN CRISTOBAL
SAN JUAN TX, 78589

Phone: (956) 342-1863

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

Birch Ph. #2 lot #55

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Edgar Parra
Requesting Party (Signature)

6-30-14
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:

6/30/14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-11048
Mar. 28, 2014

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

B3062-02-000-0055-00

[1] OWNER: PARRA, RITA

909 SAN CRISTOBAL
SAN JUAN TX 78589
Telephone No. 342-7918

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,666 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
BIRCH #2 LOT 55

LOCATION: 0 493 & MILE 16

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $85,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 75' REAR 275' SIDES 6' FINISH FLOOR ELEV.
B.F.E 73.00

Prepared by — Date: 3/28/14

Approved by: Jonathan Indio — Date: 4/13/14

Signature of Owner or Applicant: Ronald Gonzalez — Date: 3-28-14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation Required: ✓ YES ____ NO 73 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.

Go to: VLTC
136245

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: December 20, 2013

Grantor: **IGNACIO PARRA and spouse, RITA PARRA**

Grantor's Mailing Address (including county): 909 San Cristobal
San Juan, Texas 78589
Hidalgo County, Texas

Grantee: **EDGAR PARRA, a married person**

Grantee's Mailing Address (including county): c/o 909 San Cristobal
San Juan, Texas 78589
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 a note of even date that is in the principal amount of One Hundred Seventeen Thousand and 00/100 Dollars ($117,000.00) of which Sixty-five Thousand Six Hundred and 00/100 Dollars ($65,600.00) is part purchase money. The Note is executed by EDGAR PARRA and payable to the order of BANK OF SOUTH TEXAS. The note is secured by a vendor's lien retained in favor of BANK OF SOUTH TEXAS in this deed and by a Deed of Trust of even date from EDGAR PARRA and spouse, LUCERO ESPINOZA DE PARRA to DARRYL K. LEMKE, Trustee.

Property (including any improvements):

All of Lot 55, BIRCH SUBDIVISION PHASE II, Hidalgo County, Texas, according to the map recorded in Volume 55, Pages 148-152, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in all walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the water and irrigation district; taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for the current and subsequent years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, transfers 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.

BANK OF SOUTH TEXAS, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the Note described. The vendor's lien and the superior title to the Property are retained for the benefit of BANK OF SOUTH TEXAS and are transferred to BANK OF SOUTH TEXAS without recourse on Grantor.

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

Ignacio Parra
IGNACIO PARRA

Rita Parra
RITA PARRA

(Acknowledgment)

State of ~~Michigan~~ Texas
County of ~~Ottawa~~ Hidalgo

This instrument was acknowledged before me on the 24 of December, 2013, by IGNACIO PARRA.

RICK HINOJOSA
Notary Public, State of Texas
My Commission Expires
September 13, 2016

Notary Public, State of Michigan

(Acknowledgment)

State of ~~Michigan~~ Texas
County of ~~Ottawa~~ Hidalgo

This instrument was acknowledged before me on the 24 of December, 2013, by RITA PARRA.

RICK HINOJOSA
Notary Public, State of Texas
My Commission Expires
September 13, 2016

Notary Public, State of Michigan

AFTER RECORDING RETURN TO:
EDGAR PARRA
909 San Cristobal
San Juan, Texas 78589

PREPARED BY:
The Alvarado Law Firm
515 Pecan
McAllen, Texas 78501
File/GF: 136245

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: 1-11433

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: Juana Laura Garcia

Address: 2100 E. Gayle 296
Harlingen, Tx 78550

Phone: (956) 577 67 14

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Vista Ridge Sec 61 #38,

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 8/6/2009);

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 Becerra);

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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956-205-7049

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

Precinct (1) 2 3 4

Application No: 1 - 11433

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: Juana Laura Garza

Address: 2100 E. Gayle 246
Harlingen, Tx 78550

Phone: (956) 577-6714

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

Vista Ridge Area Lot # 38

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)

6/30/2014
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:

7/2/14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-11433
Jun. 30, 2014

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

V4348-00-000-0038-00

[1] OWNER: GASCAR, JUANA L.

2100 E. GAYLE AVE# 246
HARLINGEN TX 78550
Telephone No. 577-6714

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: LA J

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

[5] SIZE OF STRUCTURE: 780 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
VISTA RIDGE ACRES LOT 38

LOCATION: 0 FMM 88 & MILE 19

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: META

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

[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:55' SIDE:6' WESTSIDE:10'
MIN. ELV.ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by — Date 6/30/14

Approved by — Date 6/30/14

Signature of Owner or Applicant — Date 6/30/14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350C Pct: 1

Community No.: 480334

Certification of Elevation
Required: ___YES ___NO ___BFE

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

[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

COPY

Date: June 20, 2014

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

Grantee: Juana Laura Gasca Medina

Grantee's Mailing Address (including county):
2100 E. Gayle Ave. # 246
Harlingen, Texas 78550
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-Four Thousand Four Hundred Dollars and No Cents ($34,400.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan D. Monroe, Trustee.

Property (including any improvements):

Lot(s) 38, Vista Ridge Acres Subdivision, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2023079

Reservations from and Exceptions to Conveyance and Warranty:

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

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

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

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

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

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

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

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

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

Jack McClelland

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 20 day of June, 2014, by Jack McClelland.

Notary Public, State of Texas

ROBERTO CASTILLA
Notary Public
State of Texas
My Comm. Exp. 06-23-2016

	PLANNING DEPT. PCTS.#1 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	ALBERTO CHAVEZ	1-11338
	COMM. COURT: JULY 8, 2014	

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: 1-11338

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: Alberto Chavez

Address: 1927 Rubi St
Donna, TX
78537

Phone: 956-373-2389

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

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

Tierra Bella Lot # 2 Blk # 4

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

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

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

-OR-

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

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____ Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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956-968-4734
956-973-7850

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

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

Precinct (1) 2 3 4

Application No: 1-11338

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

ALBERTO CHAVEZ,

Known to me [*or* proved to me in the oath of DL#06641309 *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:

TIERRA BELLA LOT 2 BLK 4."

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

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

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

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

-OR-

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

Alberto Chavez (Signature)

SUBSCRIBED AND SWORN TO before me on May-30, 2014, 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:
1-11338
May. 30, 2014

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

T4700-00-004-0002-00

[1] OWNER: CHAVEZ, ALBERTO

1800 JUAREZ ST.
DONNA, TX 78537
Telephone No. 373-2389

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 270 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
TIERRA BELLA LOT 2 BLK 4

LOCATION: 0 FM 493 & LOTT RD.

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: OTHE

[10] EST. COST OF CONST.: $1,500

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

Prepared by — Date: 5/5/14

Jonathan Isaac — Approved by — Date: 5/5/14

Signature of Owner or Applicant — Date: 5-30-14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0500B 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.

TIERRA BELLA 55 365169

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

GENERAL WARRANTY DEED

Date: February 4, 2014

Grantor: JOSE OLIVO and MODESTA OLIVO, n/k/a MODESTA MORALES RAMOS

Grantor's Mailing Address:

JOSE OLIVO
164 Casalita Dr.
Garland, Texas 75040-7910
Dallas County

MODESTA OLIVO, n/k/a MODESTA MORALES RAMOS
164 Casalita Dr.
Garland, Texas 75040-7910
Dallas County

Grantee: ALBERTO CHAVEZ JR., a single man

Grantee's Mailing Address:

ALBERTO CHAVEZ JR.
1927 Ruby
Donna, Texas 78537
Hidalgo County

Consideration:

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

Property (including any improvements):

Lot 2, Block 4, TIERRA BELLA SUBDIVISION, Hidalgo County, Texas, as per map recorded in Volume 19, Page 46, Map Records of Hidalgo County, Texas.

Reservations from Conveyance: None.

STATE OF TEXAS §
§
COUNTY OF Ellis. §

This instrument was acknowledged before me on ~~February 4~~ Rit March, 2014, by JOSE OLIVO.

ROSALINDA ARIAS
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 11-15-2014

Rosalinda Arias
Notary Public, State of TEXAS

STATE OF TEXAS §
§
COUNTY OF Denton §

This instrument was acknowledged before me on March 17, 2014, by MODESTO OLIVO, n/k/a MODESTA MORALES RAMOS.

ALEJANDRO GARCIA
Notary Public, State of Texas
My Commission Expires
May 02, 2015

Notary Public, State of TEXAS

PREPARED IN THE OFFICE OF:

PHIL HARRIS, Attorney at Law
420 South Missouri Avenue
P.O. Box 8066
Weslaco, Texas 78599-8066

AFTER RECORDING RETURN TO:

PHIL HARRIS, Attorney at Law
420 South Missouri Avenue
P.O. Box 8066
Weslaco, Texas 78599-8066

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Camino Real Builders	4-13280
2.	Adela Ledezma de Campano	4-13395
3.	Delilah Contreras	4-13333
4.	Yolanda Salinas	4-13495
5.	Mario Hernandez	4-13405
6.	Kyndel W. Bennett CONCHO HEIGHTS UNIT 3, LOTS 1-64	BLANKET COVER
7.	Richard Garza/G.R. Inversions, LLC ARIA RANCHES, LOTS 1-37	BLANKET COVER
8.	Daniel Campbell CAMPBELL ESTATES, LOTS 1-4	BLANKET COVER
	COMM. COURT: July 8, 2014	

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: 4-13280

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer Mytiller
Date Approved:	/ /	6/25/14

Name: Camino Real Builders

Address: 2909 La Puerta Avenue. Edinburg Tx.

Phone: 06/25/14

Water Supplier: Sharyland Water Supply

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

Account/ESI No.: 231674 - 124

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: La Puerta 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 8/10/20.);

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 Mario 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 _____);

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 _____);

Mario 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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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: 4-13280

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: Camino Real Builders

Address: 2909 La Puerta Rd.
Edinburg Tx.

Phone: 956-992-9501

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

La Puerta 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

SA
Requesting Party (Signature)

10/25/14
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

10/28/14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-13280
May. 1, 2014

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

L1770-01-000-0039-00

[1] OWNER: ALAMO DAYS TRADE, INC.

2909 LA PUERTA AVE.
EDINBURG, TX. 78541
Telephone No. 992-9501

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,458 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LA PUERTA LOT 39

LOCATION: 0 ROOTH & DEPOT

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: OTHE

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

[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 TOP OF ST

Prepared by — Date: 05/01/14

Approved by — Date: 04/30/14

X _____ Signature of Owner or Applicant — Date: 05/01/14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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.

Doc-2451036

CHARGE TO: VEND
2013

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 WITH VENDOR'S LIEN

DATE: September 5, 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/100 ($10.00) Dollars and the execution and delivery by Grantee of a certain promissory note of even date herewith in the principal amount of $162,000.00 which have been advanced toward the purchase of the property herein described, payable to the order of LONE STAR NATIONAL BANK as therein provided, the payment of the note is additionally secured by a Deed of Trust, Security Agreement and Financing Statement of even date herewith to David Deanda, Jr. , Trustee. The vendor's lien herein retained shall serve as additional security for the payment of the above described note.

PROPERTY: All of Lots 32, 33, 34, 35, 36, 37, 38, 39, and 40, 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 FOR HEREOF FOR ALL PURPOSES

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

The property is sold as is, and with all faults. Grantor makes no representation or warranties whatsoever, either express or implied or statutory, relating to the property or any portion thereof, or its condition, including without limitations, any representation or warranty described in Exhibit "B" attached hereto and made a part hereof for all purposes.

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.

LONE STAR NATIONAL BANK has advanced and paid to Grantor in cash that portion of the purchase price of the property that is evidenced by the first lien note. In consideration of that

Doc-2451036

LONE STAR NATIONAL BANK

BY: _____

NAME: _____

ITS: _____

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 12th day of September, 2013 by _____, _____ of LONE STAR NATIONAL BANK, a national banking association, on behalf of said association.

VERONICA CANTU
My Commission Expires
February 16, 2017

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Mr. Michael Pavon
Alamo Days Trade Inc.
4116 Nightshade Ave.
McAllen, Texas 78501

PREPARED IN THE OFFICE OF:
The Law Office of Michael J. Daley, PLLC
1801 S. 2nd Street, Suite 370
McAllen, Texas 78503
113-5990

Doc-2451036

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.

Minimum floor elevations, setback lines, easements and restrictions as shown on the map of La Puerta Subdivision Phase I, 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 conveyd 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.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Sadie Pearl Glenn, widow of J.T. Glenn, deceased, as Lessor, and J.M. Huber Corp., as Lessee, dated March 22, 1976, recorded in Volume 358, Page 198, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars.

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 Sadie Pearl Glenn, widow of J.T Glenn, as Lessor, and J.M. Huber Corporation, as Lessee, dated March 31, 1998, recorded in Volume 403, Page 591, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars.

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. Reference to which instrument is here made for particulars.

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.

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.

Taxes for the year 2013 and subsequent years which Grantee herein assumes and agrees to pay.

Doc-2451036

EXHIBIT "B"

"AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS", WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS, OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USE IN THE CONSTRUCITON OF ANY IMPROVEMENTS (E.G. DRYWALL, ASBETOS, LEAD PAINT, UREA FORMALDEHYDE FOAM INSULATION), AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OR DRAINAGE, WATER LEAKES WATER DAMAGE, MOLD OR ANY OTHER MATTER WITH RESPECT TO THE PROPERTY OR ANY IMPOVEMENTS. GRANTEE ALSO ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE TEXAS SOLID WASTE DISPOSAL ACT AND THE REGULATIONS ADOPTED THEREUNDER OR THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THAT GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY, AS PROVIDED FOR HEREIN, IS MADE ON AN "AS IS, WHERE IS", "WITH ALL FAULTS" CONDITION AND BASIS. GRANTEE'S ACKNOWLEDGMENT AND ACCEPTANCE OF THE TERMS HEREOF SHALL BE EVIDENCED BY GRANTEE'S RECORDING OF THIS SPECIAL WARRANTY DEED IN THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

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: 4-13395

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:	T. Pole	
	Date Approved:	6/23/14	/ /

Name: M. Adela Ledezma de Cumpeano

Address: 824 Gonzalez
San Juan TX
78589

Phone: 956 533 7526

Water Supplier: N/A

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

Account/ESI No.: N/A

[V] Temporary Pole [ ] Permanent Service

regarding the land described as: Seminole Valley #4 Lot 36,

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 8-09-05);

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

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 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

Main Office
1304 South 25th Street
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: 4-13395

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 A. Lederma de Campano

Address: 824 Gonzalez San Juan TX 78589

Phone: 956 533 7526

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

Seminole Valley #4 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

Maria A. Lederma de Campano 6-23-14
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ✓ Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- ✓ Other (describe) Aut

This part to be filled out by receiving county official:

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

6/20/14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-13395
Jun. 3, 2014

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

S2440-04-000-0036-00

[1] OWNER: LEDEZMA, MARIA A. DE CAMPANO

824 GONZALEZ DR.
SAN JUAN, TX. 78589
Telephone No. 533-7526

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,146 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SEMINOLE VALLEY #4 LOT 36

8/16/13NW/E AG. SERVICE

LOCATION: 0 C. CHAVEZ & ALAMO

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
__/__NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' WEST SIDE 63' REAR 40' EAST SIDE 6'

Prepared by — Date: 6/3/14

Approved by — Date: 6/3/14

Signature of Owner or Applicant: Maria A Ledezma de Campano — Date: 06-03-14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425 C
Pct: 2
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 2291635

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

Date: February 27, 2012

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

Grantee: Maria A. Ledezma de Campano
First Grantee's Social Security Number

Grantee's Phone Number:
Grantee's Mailing Address (including county):
824 Gonzalez Dr.
San Juan, Texas 78589
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-Three Thousand Dollars and No Cents ($33,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan D. Monroe, Trustee.

Property (including any improvements):

> Lot(s) 36, Seminole Valley Subdivision No. 4, Hidalgo County, Texas, as shown by the map or plat thereof recorded in Volume 48, Page 146-148, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;

rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;

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

10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;

11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Seminole Valley Subdivision, No. 4, as shown on the plat thereof, recorded in Volume 48, Page 146-148, Map records of Hidalgo County, Texas;

12. Subdivision Restrictions filed for record under in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property;

13. A lien securing a promissory note (the "Prior Note"), dated April 22, 2004, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1332964. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note.

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

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

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

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

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular

purpose; (ii) the nature or quality of construction, structural design and engineering of any improveme (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drain or other conditions existing at the property with respect to any particular purpose, developme potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by description of the property; and (vi) all other warranties and representations whatsoever, except 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 f paid according to its terms, at which time this deed shall become absolute.

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

Jack McClelland

Jack McClelland

(Acknowledgment)

State of Texas
County of Hidalgo

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

Norma Price

Notary Public, State of Texas

NORMA PRICE
Notary Public
STATE OF TEXAS
My Comm. Exp. 4-22-2015

AFTER RECORDING RETURN TO:

Jack McClelland
2614 West Freddy Gonzalez
Edinburg, Texas 78539

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

PLANNING DEPARTMENT

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: 4-13333

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:		Pre-Installed
Date Approved:	/ /	6/27/14

Name: Delilah Contreras

Address: 6410 E Ramsey Rd.
Edinburg TX 78542

Phone: (956) 563-4799

Water Supplier: NAWS

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

Account/ESI No.: 284120-001

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: North Tower Acres Lot 2,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7-30-13);

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 Rodolfo Ric Rodolfo Rios);

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 Rodolfo Rios);

Rodolfo Rios
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: 4-13333

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: Delilah Contreras

Address: 6410 E Ramseyer Rd
EDINBURG TX 78542

Phone: 5634799

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

NORTH TOWER ACRES 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

Delilah Contreras 6/27/14
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:

6-27-14
Date

Rodolfo Rios
County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-13333
May. 16, 2014

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

N6840-00-000-0002-00

[1] OWNER: JOSEM.QUIROG3RD.
DELILAH DIANE CONTRERAS
6410 E. RAMSEYER RD.
EDINBURG, TX. 78542
Telephone No. 563-4799

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,368 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL-MOBILE HOME

[7] LEGAL DESC./NAME OF SUBDIVISION
NORTH TOWER ACRES LOT 2

LOCATION: 0 TOWER & B. RAMIREZ

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $16,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-40' REAR-30' SIDES-6'

Rodolfo Rios — Prepared by — 5-16-14 Date

EDGAR G — Approved by — 5-15-14 Date

DelilahContreras — Signature of Owner or Applicant — 5/16/14 Date

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.

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

Special Warranty Deed with Vendor's Lien

Date: Executed on the date set forth in the acknowledgement herein, but to be effective the Twenty-seventh day of November, 2013.

Grantor: **HQ Investment Group, LLC**

Grantor's Mailing Address: 319 Quartz St. Edinburg TX 78539

Grantee: **Jose M Quiroga, III and Delilah Diane Contreras**

Grantee's Mailing Address: **6410 E. Ramseyer Rd.**
Edinburg, TX 78542

Consideration:
Ten Dollars ($10.00) and other good and valuable consideration paid to Grantor by Grantee and a note of even date in the principal amount of **Thirty Four Thousand and 00/100** Dollars -- **($34,000.00)** made by Grantee payable to the order of **HQ Investment Group, LLC** , "Lender" herein, as consideration for the amount paid to Grantor. The note is secured by a vendor's lien retained in favor of Lender in this deed and by a deed of trust of even date from Grantee to **Michael H. Patterson** , Trustee.

Property (including any improvements):
Lot 2 North Tower Acres Subdivision

The above described property also includes any and all of Grantor's right, title, and/or interest in any and all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems now or in the future serving said property.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is given and accepted subject to any and all restrictions, reservations, covenants, conditions, rights of way, easements, municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the herein described property.

Grantee herein assumes the taxes for the current year.

©PeirsonPatterson, LLP.-Arlington, Texas 2004-2009

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 claim is by, through or under Grantor but not otherwise. The vendor's lien (to the extent of the consideration paid by Grantee to Grantor) 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. The vendor's lien and superior title retained in this deed are transferred to Lender, without recourse on Grantor. When the context requires, singular nouns and pronouns include the plural. When executed by a corporation the words "heirs and assigns" shall be construed to mean "Successors and assigns".

HQ Investment Group, LLC

Signature 11/27/13 Date

Jose Quiroga, Member

Signature 11/27/13 Date

Manuel Heredia, Member

STATE OF TEXAS
COUNTY OF Hidalgo

The foregoing instrument was acknowledged before me this 27 day of NOV, 20 13 by **Manuel Heredia, Member and Jose Quiroga, Member of HQ Investment Group, LLC, on behalf of said entity.**

Notary Public
Printed Name: Yvonne Garza
My commission expires: 6-8-2015

NOTARY PUBLIC STATE OF TEXAS
YVONNE GARZA
My Commission Expires
June 8, 2015

AFTER RECORDING RETURN TO:
Jose M Quiroga, III
6410 E. Ramseyer Rd.
Edinburg, TX 78542

©PeirsonPatterson, LLP.-Arlington, Texas 2004-2009

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: 4-13495

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
	N/A	N/A
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Yolanda Salinas

Address: 8612 Chukar St
Edinburg TX 78539

Phone: (405) 588 3923
(956) 289 2917

Water Supplier: NAW

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Falcon West Lot 14,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 11-20-08);

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 Mario Castillo);

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 Ruben (typed) 7-2-14);

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 Ruben Leyva 7-2-14);

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

Mario Castillo
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: 413495

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: Yolanda Salinas

Address: 8612 Chukar St
Edinburg TX 78539

Phone: 901 289 2917 - 405 588 3923

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

Yolanda Dept Lot 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

Yolanda Salinas — Requesting Party (Signature)
7.1.14 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_✓_ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
_✓_ Other (describe) Plat

This part to be filled out by receiving county official:

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

7/02/14 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-13495
Jul. 1, 2014

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

F1651-01-000-0016-00

[1] OWNER: MONTOYA, JUAN & YOLANDA
SALINAS FLORES
8612 CHUKAR ST.
EDINBURG, TX. 78539
Telephone No. 289-2917

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 770 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
FALCON'S NEST LOT 16

LOCATION: 0 2812 & DOOLITTLE

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $8,000

[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.
18" FROM STREET.

Yolanda Castillo — Prepared by — 7/01/14 — Date

Ruben Rios — Approved by — 7/30/14 — Date

X Yolanda Salinas — Signature of Owner or Applicant — 7.1.14 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0325 P
Panel No. /Suffix: _____ Pct: 4
Community No.: 480334

Certification of Elevation Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

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

Re: Lot Sixteen (16), Falcon's Nest Subdivision, Ph I, recorded in Vol 51, Pg 174, Map Rec of Hidalgo County, Texas;

THE STATE OF TEXAS *

COUNTY OF HIDALGO *

Assumption Warranty Deed

1. Date: June 6, 2014

2. Grantor: JOSE MANUEL MARTINEZ

3. Grantor's Mailing Address:

4. Grantee: JUAN MONTOYA AND YOLANDA SALINAS FLORES

5. Grantee's Mailing Address: 6307 Soledad Drive, Edinburg, Hidalgo County, Texas 78539

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the assumption by grantee of one certain promissory note of even date herewith, in the principal sum of EIGHTEEN THOUSAND NINE HUNDRED AND NO/100THS DOLLARS ($18,900.00) payable to the order of the MAROON CONSULTANTS, LLC, 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 a Deed of Trust of even date therewith of record under Document No. 1779274, Official Records, Hidalgo County, Texas, and grantee promises to assume and to perform the covenants of said Deed of Trust and said note transferred to Garco, Ltd.

7. Property: Lot Sixteen (16), Falcon's Nest Subdivision, Phase I, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 51, Page 174, Map Records of Hidalgo County, Texas;

8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the property, to-wit:

A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.

B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.

C. Anything an on-the-ground A-1 survey would reveal.

D. The taxes for the year 2014 and subsequent years.

Re: Lot Sixteen (16). Falcon's Nest Subdivision, Phase I, recorded in Vol 51, Pg 174, Map Rec of Hidalgo County, Texas;

9. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "A" hereto attached and made a part hereof for all purposes.

10. Prior Liens: None.

11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging 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.

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

Jose M. Martinez
JOSE MANUEL MARTINEZ

(Acknowledgment)

The State of Texas

County of Hidalgo

This instrument was acknowledged before me on the 6th day of June, 2014, by JOSE MANUEL MARTINEZ.

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

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:

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: 4-13405

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
	N/A Authorized Signature	N/A Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: MARIO HERNANDEZ.

Address: 14725 Davis Rd
Lot 31 evergreen valley
edinburg tx 78542

Phone: 956)638-1287

Water Supplier: Alamo Wtr.

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

Account/ESI No.: 10032789409721094 55

[X] Temporary Pole [ ] Permanent Service

regarding the land described as: ~~Lot #3~~ Lot 31 River green valley ~~lot 31 H~~,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 3-16-07);

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 Rodolfo Rios);

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 Rodolfo Rios);

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: 4-134-06

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: MARIO HERNANDEZ.

Address: 14725 Davis Rd. lot 31 evergreen valle edinburg tx 78542

Phone: _____

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

+ ever green valley est #3 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 MARIO HERNANDEZ
Requesting Party (Signature)

6-27-14
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:

7/02/14
Date

Raul E. Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-13405
Jun. 5, 2014

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

E8250-03-000-0031-00

[1] OWNER: HERNANDEZ, MARIO

529 S. IRD
SAN JUAN, TX. 78589
Telephone No. 293-0627

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,568 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #3 L-31

LOCATION: 0 VALVERDE & DAVIS

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $120,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY WA/LL REGULATIONS & SETBACKS
FRONT 50' SIDE'S 6' REAR 35' FINISH FLOOR OF ELEV.
18" FROM STREET

Prepared by — Date: 5-5-14

Approved by — Date: 5-5-14

Signature of Owner or Applicant — Date: 5-5-14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO 0325D
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.

2187966

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.

COPY

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: March 9, 2011

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

Grantee: Mario Hernandez
Grantee's Phone Number: (915) 503-0826
Grantee's Mailing Address (including county):
754 Hernandez Dr
Donna, Texas 78537
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Nineteen Thousand Four Hundred Fifty and no/100's ($19,450.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 31, 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;

M.H.

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 3/9/2011, 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
MY COMMISSION EXPIRES
February 21, 2015

AFTER RECORDING RETURN TO:
Evergreen Valley Inc.
3714 S. Exp. 281
Edinburg, Texas 78542

M.H.

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: N/A

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
	N/A Authorized Signature	N/A Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Kynadl Burnett

Address: P.O. Box 365
La Blanca, Tx. 78558

Phone: 956-464-4431

Water Supplier: NAWSC

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

Account/ESI No.: N/A.

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Concho Villages Unit 3 Lots 1-64,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):
Fill in "yes" or "no" in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 05-20-14);

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 Nora DeLaRosa);

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 Ruth Hernandez 6/30/14);

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by [signature] 6/30/14);

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

_____
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: N/A.

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: KYNDEL W. BENNETT

Address: P.O. BOX 365
LA BLANCA, TX. 78558

Phone: 464-4431

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

CONCHO HEIGHTS UNIT 3 SUBD., Lots 1-64

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: 9-25-13

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

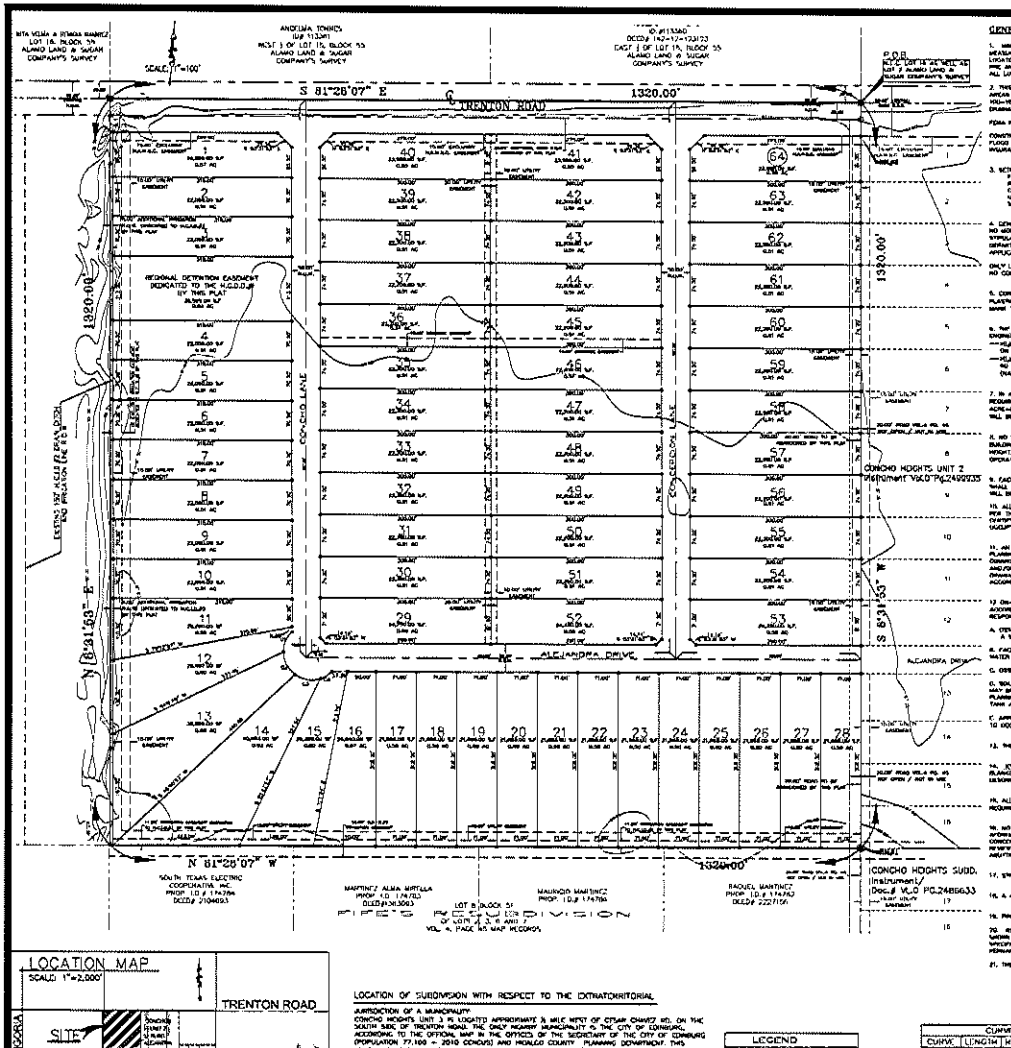
- _____ Deed
- _____ Executory Contract
- _____ Lease
- _____ Rent Receipt
- _____ Affidavit
- ✓ Other (describe) Copy of subd. plat

This part to be filled out by receiving county official:

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

10/30/14
Date

County Official



GENERAL SUBDIVISION PLAT NOTES

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 24" ABOVE THE TOP OF THE STREET CURB WHICH MEASURING AT THE CENTER POINT OF ALL THE LOTS. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED FEATURE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. THIS SUBDIVISION IS LOCATED IN ZONE "B" (UNKNOWN SHADED) AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD, OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

FEMA FLOOD INSURANCE RATE MAPS (COMMUNITY PANEL, No. 480334 0425 D REVISED NOVEMBER 16, 1982.

CONSTRUCTION OF RESIDENTIAL HOUSING WITH ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

3. SETBACKS:

FRONT:	25.00 FEET
REAR:	10.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE:	15.00 FEET
GARAGE FRONT:	18.00 FEET
SIDE:	6.00 FEET OR EASEMENT WHICHEVER IS GREATER

4. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE-FAMILY ATTACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS SHALL BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). SPECIAL PERMITS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

ONLY LOTS 1, 40, 41, AND 64, ARE ALLOWED FOR POTENTIAL COMMERCIAL USE. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THROUGH 39, AND LOTS 42 THROUGH 63.

5. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "NO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
—MAG NO. 1=ELEV. 97.04 ON TOP OF A 3/4" PIPE LOCATED ON THE SOUTH EAST CORNER OF SUBDIVISION (SOUTH EAST CORNER OF LOT 28) (NAVD 1988)
—MAG NO. 2=ELEV 97.08 ON TOP OF 3/4" IRON ROD LOCATED NO FEET NORTH OF THE NORTH EAST CORNER OF SUBDIVISION (NORTH EAST CORNER OF LOT 64) (NAVD 1988)

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 64.256 CUBIC-FEET CLAS ACRE-FEET OF STORM WATER RUNOFF. THIS AMOUNT MAY BE REVISED BY THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO.3 FOR STORM SEWER IMPROVEMENTS.)

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, GARAGES, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, PLANTINGS, GRASS, OR OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH RESIDENCE/LOT CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DETERMINING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE PROVIDED AVAILABLE TO THE PROPERTIES.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL UTILITY EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER CAUSEPHING AS EASEMENT.

11. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR DEVELOPMENT, UNIT AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND ANY OTHER IMPROVEMENTS AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

12. ON-SITE SEWAGE FACILITIES DOESN'T NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH RULES AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING THIS TO ALL LOTS.

A. CITY SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. DEEP SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCAVATE MAY BE MADE ON THE UTILITY LAYOUT ONCE THIS INFORMATION IS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTION DRAINFIELD SYSTEM.

E. APPROVED "DEEP" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

14. I, KENNETH W. BENNETT, THE OWNER & SUBDIVIDER OF CONCHO HEIGHTS UNIT 3 SUBDIVISION, RETAINER A PLANNED EASEMENT WITHIN EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED SEPTIC ON THE LOT AS DESIGNATED ON SHEET NO.2 OF THIS PLAT.

15. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

16. NO ACCESS SHALL BE ALLOWED FROM TRENTON ROAD ONTO LOTS 1, 40, 41 AND 64. IF THE APPROXIMATELY LOTS ARE UTILIZED FOR COMMERCIAL USE, ACCESS SHALL ONLY BE ALLOWED FROM CONCHO/ALEX LANE AND CONCHO LANE SUBJECT TO THE HIDALGO COUNTY PLANNING DEPARTMENT SITE PLAN REVIEW AS PER PLAT NOTE NO.11. THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE ADJOINING ALL RESIDENTIAL LOTS.

17. STREET & STOP SIGNS WILL BE INSTALLED BY THE DEVELOPER.

18. A 4.0 FT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE, AS PER CITY OF EDINBURG

19. FIRE HYDRANTS WILL BE INSTALLED & PAINTED BLACK BY THE DEVELOPER.

20. REGIONAL DETENTION FACILITY (POND) FOR THIS DEVELOPMENT SHALL BE DEDICATED TO H.C.D.D. No. 1 AS SHOWN ON THE PLAT. CONSTRUCTION PLANS WILL BE SUBMITTED TO H.C.D.D. No. 1 FOR REVIEW AND SPECIFICATION. NOTED HAS BEEN SIGNED FOR THE MAINTENANCE OF SAID RFF. NO FILL OR PERMANENT STRUCTURES SHALL BE PLACED WITHIN THE ROD EASEMENT.

21. THERE SHALL BE 30 FOOT OF FENCE SET BACK ALONG THE WEST SIDE OF LOTS 1 THROUGH 13.

NOTES AND BOUNDS

A 40.00 ACRE TRACT OF LAND, BEING ALL OF LOTS 10, 12, 14 AND 16, FIVE'S RE-SUBDIVISION OF LOTS TWO (2), THREE (3), SIX (6) AND SEVEN (7), BLOCK 51, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 4, PAGE 64, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND ALSO 40.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL SET A THE NORTHEAST CORNER OF LOT 16, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE SOUTH 08°31'53" WEST, WITH THE EAST LINE OF SAID LOTS 10, 16, 12, & 16, THE CENTERLINE A 60 FOOT ROAD RIGHT OF WAY, AT 30.00 FEET PASS A" IRON ROD FOUND FOR THE SOUTH RIGHT OF WAY LINE OF TRENTON ROAD AS RECORDED IN VOLUME 1616 PAGE 197 DEED RECORDS, AT 1320.00 FEET IN ALL TO A 3/4" PIPE FOUND AT THE SOUTHEAST CORNER OF LOT 10, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°28'07" WEST, WITH THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 1320.00 FEET TO A 1/2" IRON ROD SET AT THE SOUTHWEST CORNER OF SAID LOT 10 FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 08°31'53" EAST, WITH THE WEST LINE OF SAID LOTS 10, 12, 14, AND 16, AT 1290.00 FEET PASS A 1/2" ROD SET AT THE SOUTH RIGHT OF WAY LINE OF SAID TRENTON ROAD, AT 1320.00 FEET IN ALL TO A NAIL SET THE NORTHWEST CORNER OF LOT 16 FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 81°28'07" EAST, WITH THE NORTH LINE OF SAID LOT 16 A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING, CONTAINING 40.00 ACRE OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an easement and right of way together with the right to erect, construct, install and own any thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall be fifteen (15) feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that where the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this pipeline, Grantor hereby grants to Grantee the right of additional easement over and across the land owned on both sides of the purpose of securing necessary add water line as may be necessary to deed from road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and construction of the improvements herein and this instrument together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which Federal assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this ___ day of _____, 20__.

KENNETH W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78598

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CONCHO HEIGHTS UNIT 3 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER _____ DATE _____

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS, THE _____ DAY OF _____, 20__.

NO IMPROVEMENTS OF ANY KIND(INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT-OF-WAYS OR EASEMENTS.

PRESIDENT _____ ATTEST _____ SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE 232.029(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE CONCHO HEIGHTS UNIT 3 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____.

HIDALGO COUNTY JUDGE _____ DATE _____

ATTEST: HIDALGO COUNTY CLERK _____ DATE _____

FILED FOR RECORD IN
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY _____ DEPUTY

REVISION	DATE	BY

SHEET 1 OF 3

PLAT OF CONCHO HEIGHTS UNIT 3 SUBDIVISION

A 40.00 ACRE TRACT OF LAND, BEING ALL OF LOTS 10, 12, 14 AND 16, FIVE'S RESUBDIVISION OF LOTS TWO (2), THREE (3), SIX (6) AND SEVEN (7), BLOCK 51, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 4, PAGE 64, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: SEPTEMBER, 2013

STATE OF TEXAS COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

CONCHO HEIGHTS, LP
A TEXAS LIMITED PARTNERSHIP
BY: KBJ, LLC
ITS: TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KENNETH W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78598

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KENNETH W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES _____

MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY HOWEVER MY APPROVAL IS REQUIRED.

ATTEST:

MAYOR'S SIGNATURE _____ DATE _____ CITY SECRETARY _____ DATE _____

PLANNING & ZONING COMMISSION CERTIFICATION

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS CONCHO HEIGHTS UNIT 3 CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY HOWEVER MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 20__.

CHAIRPERSON-PLANNING & ZONING COMMISSION

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE DRAINAGE ORDINANCE OF THE DISTRICT ADOPTED UNDER SEC. 49.211(c) (TEXAS WATER CODE 1995) THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES ARE ADEQUATE OR APPROPRIATE FOR THE SPECIFIC SUBDIVISION. IT IS GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS ATTACHED FOR RESIDENTIAL PURPOSES DETERMINED ABOVE ARE IN COMPLIANCE WITH THE MCEQ RULES ADOPTED UNDER SECTION 16.343 OF THE TEXAS WATER CODE. ESTIMATED COST TO INSTALL ENGINEERED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES WILL BE CONSTRUCTED.

SEWAGE FACILITIES: (SEWER SERVICE CONNECTION/INSTALLATION OF SEPTIC SYSTEMS) ARE ESTIMATED TO COST $ _____ PER LOT FALL INCLUSIVE). FOR A LOT $ _____ FOR THE SUBDIVISION. THE SUBDIVIDER HAS PAID A TOTAL OF $ _____ TO CONTRACTOR / ENGINEER, INSTALLED TO COVER THE COST OF (SEWER SERVICE CONNECTION/INSTALLATION OF SEPTIC SYSTEMS).

DATED THIS THE _____ DAY OF _____, 2013

REGISTERED PROFESSIONAL ENGINEER

No. 97707 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, WAS MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT ENCROACHMENTS, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

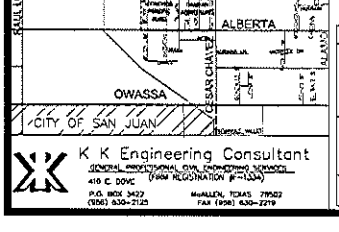
DATED THIS THE _____ DAY OF _____, 2013

REGISTERED PROFESSIONAL SURVEYOR

No. 5271 STATE OF TEXAS

LOCATION MAP

SCALE: 1"=2,000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
CONCHO HEIGHTS UNIT 3 IS LOCATED APPROXIMATE ¼ MILE WEST OF CESAR CHAVEZ RD. ON THE SOUTH SIDE OF TRENTON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 – 2010 CENSUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF EDINBURG, LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 4.

INDEX TO SHEETS OF CONCHO HEIGHTS UNIT 3 SUBDIVISION

SHEET 1	HEADING (INDEX, LOCATION MAP, AND ETJ), PRINCIPAL CONTACTS, PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION (NOTES AND BOUNDS); SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS WITHIN(ETJ, H.C.D.D. NO. 1 CERTIFICATION, H.C.I.D.#9 CERTIFICATION, H.C.I.D. DISTRICTS, AND HOME OWNERS' NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; WATER DISTRIBUTION AND DSSF MAP; TYPICAL WATER SERVICE CONNECTION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES & CONSTRUCTION DETAILS.

LEGEND

⊗	1/2" PIPE FOUND
●	NAIL SET
○	1/2" I.R. SET
○	1/2" IRON ROD FOUND

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	40.01'	50.00'	45°50'29"	N74°33'07"E
C2	44.84'	50.00'	51°23'16"	S5°46'16"E
C3	44.84'	50.00'	51°43'16"	S45°46'16"W
C4	74.14'	50.00'	1°29'58"	S71°51'07"W

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KENNETH W. BENNETT- PRESIDENT, INVESTMENT, LLC	P.O. BOX 365	LA BLANCA TEXAS	(956) 464-4431	(956) 464-2267
ENGINEER:	KAMBIZ S. KHADEM, P.E.	418 E. DOVE AVE.	McALLEN TEXAS	(956) 630-2125	(956) 630-2219
SURVEYOR:	JOSE MARIO GONZALEZ, R.P.L.S.	24363 OMAR	MONTE ALTO TEXAS	(956) 380-5154	(956) 380-5156

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(TEXAS REGISTRATION # F-1334)
418 E. DOVE
P.O. BOX 3422
(956) 630-2125
McALLEN, TEXAS 78502
FAX (956) 630-2219

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Financial Guarantee

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: N/A

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
	N/A Authorized Signature	N/A Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Richard Longoria
C.R. Investments LLC

Address: 3915 W. Freddy Gz.
Edinburg, TX. 78539

Phone: 956-383-6095

Water Supplier: NAWSC

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

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

regarding the land described as:
Aria Ranches Subdivision, Lots 1-37,

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 06-30-14);

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 Nora D'Cavazos);

n/a 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 _____); 6/30/14

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 _____); 6/30/14

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

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

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

Precinct 1 2 3 (4)

Application No: N/A

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:
G.R. Inversiones, LLC

Name: Richard Garza

Address: 3910 W. Freddy Gonzalez Dr.

Edinburg, Texas 78539

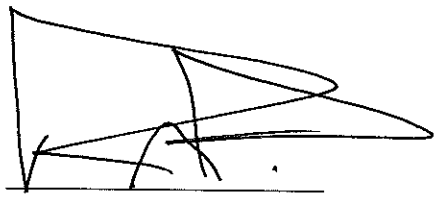
Phone: (956)383-6295

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

26.14 acre tract of land out of Lot 13, Block 60, Alamo Land & Sugar Company's Subdivison.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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



Requesting Party (Signature)

6/20/14
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

X Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
✓ Other (describe) Copy of subd. plat

This part to be filled out by receiving county official:

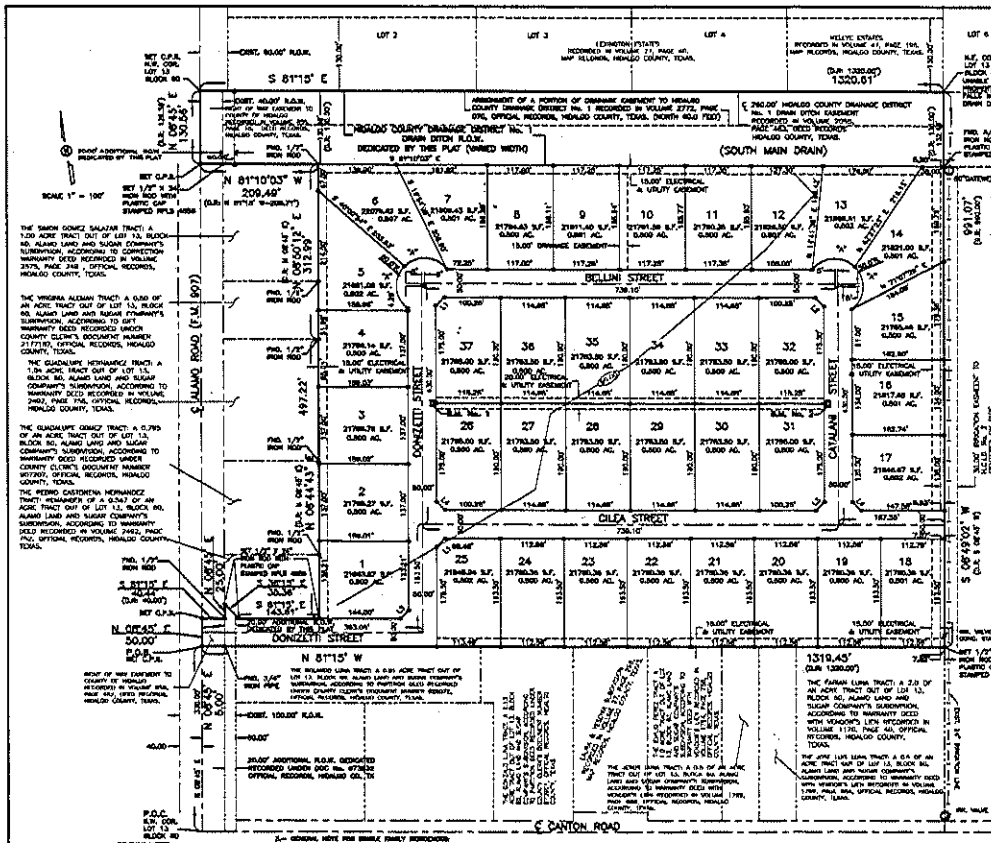
Location of land verified and completed request accepted by Hidalgo County for processing on:

6/20/14
Date

County Official

SUBDIVISION PLAT OF:
ARIA RANCHES SUBDIVISION

A 26.15 ACRE TRACT OF LAND OUT OF LOT 13, BLOCK 80, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–28, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 2448042 AND WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2406982, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.


LOT 2
LOT 3
LOT 4
LOT 6
(EDINBURG ESTATES RECORDED IN VOLUME 47, PAGE 195, MAP RECORDS, HIDALGO COUNTY, TEXAS.)
WELCH ESTATES RECORDED IN VOLUME 47, PAGE 195, MAP RECORDS, HIDALGO COUNTY, TEXAS.
S 81°15' E
1320.01'
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
DRAIN DITCH R.O.W.
DEDICATED BY THIS PLAT (VARIED WIDTH)
(SOUTH MAIN DRAIN)
N 81°10'03" W
209.49'
BELLINI STREET
DONIZETTI STREET
GILDA STREET
CATALANI STREET
N 81°15' W
1319.45'
S 81°15' E
N 08°44'43" E
S 08°44'43" W
991.07'
497.22'
312.99'
C. ALAMO ROAD (F.M. 907)
C. CANTON ROAD
P.O.B.
P.O.C.
SET C.P.S.
FND. 1/2" IRON ROD
SET 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856
FND. 3/4" IRON PIPE
FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856
SET 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856
FND. 1/2" IRON ROD
FND. 1/2" IRON ROD
FND. 1/2" IRON ROD

PLANNING DEPARTMENT

County of Hidalgo

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

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

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

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

Rev. 02-19-10

Financial Guarantee

Precinct (1) 2 3 4

Application No: N/A

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
	N/A Authorized Signature	N/A Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: David Campbell

Address: 3316 Castillo St.
Donna, Tx. 78537

Phone: 956-460-9997

Water Supplier: NAWSC

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

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

regarding the land described as:
Campbell Estates, Lots 1-4,

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 06-30-14);
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 Nora D Cavazos);
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 Nora D Cavazos);

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: N/A

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: David Campbell

Address: 3314 Castillo St.
Donna Tx 78537

Phone: 460-9991

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

Lots 1, 2, 3 and 4, Campbell Estates, Hidalgo County, Texas

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

David Campbell
Requesting Party (Signature)

5/22/14
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_____ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) Copy of build. plat.

This part to be filled out by receiving county official:

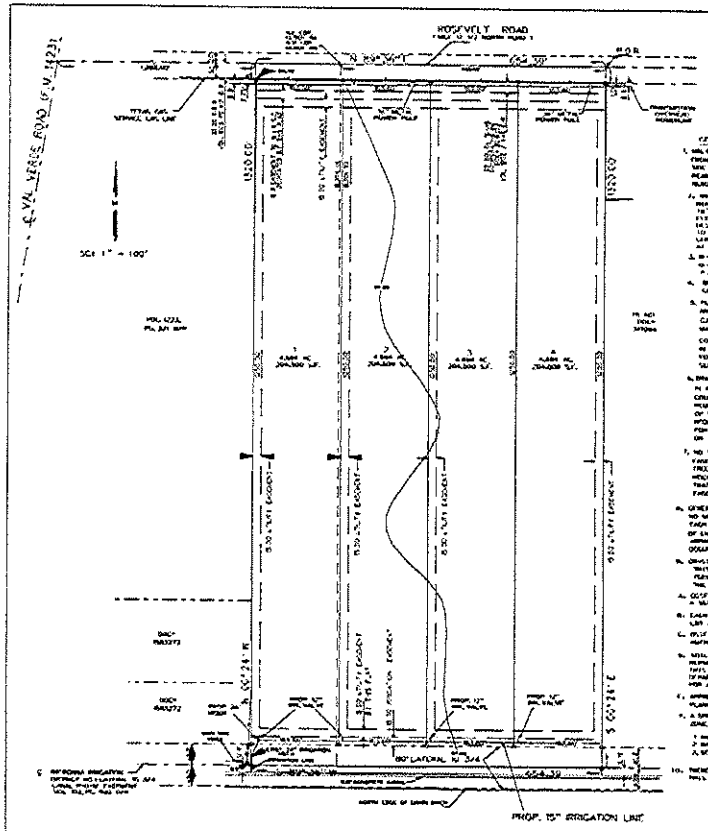
Location of land verified and completed request accepted by Hidalgo County for processing on:

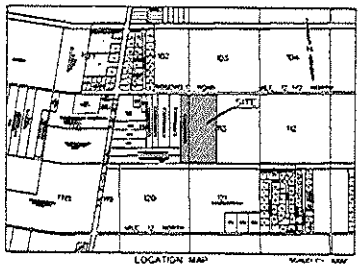
6/30/14
Date

Ana Deanda
County Official

CAMPBELL ESTATES

A 19.83 ACRE TRACT OF LAND BEING THE WEST 19.00 ACRES OF BLOCK 113 AND THE EAST 0.83 ACRE OF BLOCK 114, HILL HALDEMAN HALL FIELD TRACT, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 25, MAP RECORDS, HIDALGO COUNTY, TEXAS.





LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

CAMPBELL ESTATES IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 1 ON THE GENERAL EAST OF HIDALGO COUNTY ON THE SOUTH SIDE OF ROSEVELT ROAD, 1,250 FEET EAST OF MILE 6 NORTH ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA ACCORDING TO THE MAP ON FILE IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA POPULATION 15,666 (2000 CENSUS) CAMPBELL ESTATES LIES APPROXIMATELY 3.8 MILES FROM THE CITY LIMITS OF DONNA AND LIES WITHIN THE CITY'S 3 MILE EXTRATERRITORIAL JURISDICTION AS UNDER LOCAL GOVERNMENT CODE § 42.021

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 50.0'
   SIDE ALONG EASEMENT WHICH EVER IS GREATER
   REAR ALONG EASEMENT WHICH EVER IS GREATER
   NON-CORNER = SAME FOOT FRONT SET BACK
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 36" ABOVE CENTERLINE OF STREET, 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
   ELEVATION LIGHT LEVEL MAY BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A BUILDING/PERMIT APPLICATION.
3. ⊙ = CONCRETE ½" IRON ROD FOUND UNLESS OTHERWISE NOTED
   ○ = MONUMENTS ½" IRON ROD SET MARKED CAMPBELL NOTED
   ● = MONUMENTS IRON ROD FOUND UNLESS OTHERWISE NOTED.
4. BENCHMARK ELEVATION VALVE TOP OF ½" IRON ROD LOCATED AT THE NORTHEAST CORNER OF THIS SUBDIVISION NGVD 1988
5. FLOOD ZONE DESIGNATION ZONE "C"
   AREA OF MINIMAL FLOODING
   C.P.M. 480343 0425 C
   MAP REVISED NOVEMBER 16, 1982
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FIRM INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 THE U.S.C. SECTIONS, 4001 THROUGH 4127.
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT SHALL BE REQUIRED TO RETAIN A TOTAL OF _____ ACRE FEET _____ ACRE-FEET OF LATERAL WATER RUNOFF. DRAINAGE DETENTION IS ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED BY FOLLOWING THE DRAINAGE PLAN THIS DEVELOPMENT SHALL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, WATER, SEWAGE, TREES, AND OTHER OBSTRUCTIONS (EXCEPT LOW LYING THIN IN INCHES MATURE HEIGHT GROUND COVER CROPS) OR PLUMBING AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF THE EASEMENT.
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO HOME THAN ONE HOUSE DWELLING SHALL BE LOCATED ON EACH LOT, ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL PLANNING, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS, APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
9. ON-SITE SEWAGE FACILITIES NOTICE NOTE:
   THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES, IN ACCORDANCE WITH H.C.D.H. AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
   THE SUBDIVISION IS INCOMPATIBLE FOR PROVIDING ON SITE ON ALL LOTS.
   A. GOLF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY, A SEPARATE PLANS SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 24,000 SQUARE FEET LOT AREA WITH NATURAL WATER SUPPLY.
   C. ON-SITE SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY HEALTH UNIT BEFORE OCCUPANCY.
10. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EVIDENCE MAY BE NEEDED ON THE SITE TO VERIFY FOR TYPES SUBMITTED (OR AS DIRECTED BY THE HIDALGO COUNTY HEALTH DEPARTMENT). THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND DISPOSAL FIELD SYSTEM.
11. APPROVED "ON-SITE" PERMIT APPLICATION IS REQUIRED FOLLOWING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
12. A SPECIAL DETAIL IS REQUIRED FOR ALL GOLF SATURAL LOCATED WITH IN A DESIGNATED FLOOD ZONE, THE DESIGN SHALL INCLUDE, BUT NOT LIMITED TO THE FOLLOWING ITEMS:
   1. MONITORING OF STATIC WATER(S)
   2. BASE FLOOD LEVEL
   3. A SEPTIC TANK COVER SHALL BE ABLE TO SEAL
13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

14. GRAHAM CAMPBELL, ALEXANDER CAMPBELL JR. AND ERIC CAMPBELL... OWNERS, A LIENHOLDERS CAMPBELL ESTATES RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED BUSH ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
15. EACH PROPOSED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT OR THIS SUBDIVISION SHALL PROVIDE A UNDERGROUND DEVELOPMENT, NOW AND WHEN WHERE, NATURAL ELECTRICITY, AND GAS SERVICES SHALL BE MADE AVAILABLE TO THE SUBDIVISION.
16. ALL PUBLIC DEDICATION EASEMENTS DESIGNATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION ORDINANCE OF HIDALGO AND THE DEVELOPER AND HIDALGO COUNTY THAT ALL OTHER CONDITIONS SHOWN COMPLY WITH THE USE REQUIRED BY EACH UTILITY PROPERTY OCCUPANCY OR EASEMENT.
17. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL AND INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE GRANTED UNTIL THE SITE PLAN, DRAINAGE PLAN AND FIELD PLANS ARE APPROVED AND THE IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
18. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND NOT SOLELY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
19. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT IS SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LINE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE DIFFERENCE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE OR SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASER(S) OF THIS OBLIGATION.

REVISION NOTES			
NO.	DATE	REMARKS	BY

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	DAVID CAMPBELL	116 CASTILLO STREET	DONNA, TEXAS 78537	(956) 464-0997
ENGINEER:	ARTURO GUAJARDO, JR.	526 N. 6TH STREET	DONNA, TEXAS 78537	(956) 464-0997
SURVEYOR:	ENGINEERING & SURVEYING	526 N. 6TH STREET	DONNA, TEXAS 78537	(956) 464-0997

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

OWNERS DEDICATION, CERTIFICATION AND ATTESTATION

WE, DAVID CAMPBELL, ALEXANDER CAMPBELL JR. AND ERIC CAMPBELL OWNERS OF THE 19.83 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPERTY'S "CAMPBELL ESTATES" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT
(1A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(1B) SEWER CONNECTION TO THE LOTS ON SCHOOL FARMS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(1C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS AND
(1D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

_____ _____
ADDRESS: 526 CASTILLO STREET — ADDRESS: 526 CASTILLO STREET
DONNA, TX 78537 — DONNA, TEXAS, 78537

_____
ADDRESS: 526 CASTILLO STREET
DONNA, TEXAS, 78537

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED DAVID CAMPBELL ALEXANDER CAMPBELL JR. AND ERIC CAMPBELL PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME, FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20__

_____
NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT No. 1

ON THIS THE _____ DAY OF _____, 20__

ATTEST:

_____ _____
PRESIDENT — SECRETARY

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE DRAINAGE ORDINANCE OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211 ET. SEQ., AS AMENDED. HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES REFERRED TO CONFORM FOR THE SPECIFIC SUBDIVISION, BASED ON HORIZONTALLY RECORDED ENGINEERING CRITERIA, IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CAMPBELL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH OFFICIAL SIGNATURE — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID CAMPBELL, A RESIDENT, PARTICIPATING LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED BY ME OR UNDER MY DIRECTION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR No. 3 ⅞
DAVID CAMPBELL
ORIGINAL TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED SURVEYOR, A REGISTERED, PARTICIPATING ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
REGISTERED PROFESSIONAL ENGINEER No. 94501
526 N. 6TH ST.
DONNA, TEXAS 78537

CITY COUNCIL'S CERTIFICATION

THE PLAT OF CAMPBELL ESTATES, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED.

DATE, THIS _____ DAY OF _____, 20__

ATTESTED: _____ BY: _____
MAYOR — CITY SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.0031(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE CAMPBELL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT OF _____, 20__.

_____ _____
HIDALGO COUNTY JUDGE — DATE

ATTEST: _____
HIDALGO COUNTY CLERK — DATE

PLANNING AND ZONING COMMISSION'S CERTIFICATION

THE PLAT OF CAMPBELL ESTATES, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATE THIS _____ DAY OF _____, 20__

ATTESTED: _____ BY: _____
PLANNING BOARD CHAIRPERSON — SECRETARY

DATE OF DETERMINATION JANUARY 12, 2006

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 6TH STREET, DONNA, TEXAS 78537
FIRM NO. F-9090 PH. (956) 464-0997
E-MAIL: NAINENGINEERING@YAHOO.COM

SHEET 1 OF 2

INDEX TO SHEET OF CAMPBELL ESTATES

SHEET 1
SHEET 2

	PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	Jose Luis Luna	R113674
	COMM. COURT: July 08, 2014	

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: R113674

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

Upon the application of:

Name: Jose Luis Luna

Address: 5605 E. Canton Rd
Edinburg, Texas

Phone: 369-1703

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing OSSF
Date Approved:	/ /	6/27/14

Water Supplier: NAWSC.

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

Account/ESI No.: N/A.

[ ] Temporary Pole [ ] Permanent Service

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

Alamo Land & Sugar Co. Lot # 13 Block 60
S. 0.59 Acre tract out of the East half of the South 10.0 Acres

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

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

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

-OR-

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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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: A113674

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 Jose Luis Luna.,

Known to me [*or* proved to me in the oath of _____ *or* through TXDL#08775911 (*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: A 0.50 Acre tract out of the East half of the South 10.0 Acres of Lot #13 Block #60" Alamo Land & Sugar Co. S/D

[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."

Jose Luis Luna (Signature)

SUBSCRIBED AND SWORN TO before me on June 26th, 2014, to certify which, witnesses my hand and seal of office.

NOTARY PUBLIC
Sylvia Delgado
State of Texas
My Commission Expires October 24, 2017

Sylvia Delgado
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

C:eg 81-115

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. Reviewed 1-1-76. *To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.*

VOL 1769 PAGE 884

7581

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS }
COUNTY OF HIDALGO } KNOW ALL MEN BY THESE PRESENTS:

That WE, CANUTO GIL and wife, DELFINA GIL

of the County of Hidalgo and State of Texas for and in consideration of the sum of ----------TEN AND NO/100----------

----------($10.00)---------- DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the grantee of his one certain promissory note of even date herewith in the principal sum of $1,000.00 payable to the order of grantors in one installment and bearing no 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 Richard R. Alamia, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JOSE LUIS LUNA, P. O. Box 413, Brownfield, Texas 79316 of the County of Terry and State of Texas, all of the following described real property in Hidalgo County, Texas, to-wit:

A 0.50 acre tract out of the East half of the South 10.0 acres of Lot 13, Block 60, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas more particularly described by metes and bounds as follows:

VOL 1769 PAGE 885

Beginning at a point, said point lying on the South Line of Lot 13 and being 264.0 feet West from the SE Corner of Lot 13, for the SE Corner hereof;
Thence, Continuing with and along the South Line of Lot 13, 66.0 feet to a point for the SW Corner hereof;
Thence, North along a line parallel to the East line of Lot 13, 330.0 feet to a point for the NW Corner hereof;
Thence, East along a line parallel to the South line of Lot 13, 66.0 feet to a point for the NE corner hereof;
Thence, South along a line parallel to the East line of Lot 13, 330.0 feet to the place of beginning and containing 0.50 acre more or less.

SUBJECT TO THE FOLLOWING:

1. Easements and reservations as may be reflected by the map and plat of record in Volume 1, Pages 24,25, and 26, Map Records of Hidalgo County, Texas.
2. Rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 2.
3. Rights of Parties in Possession.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee , his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee , his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 18th day of February A.D. 1982.

CANUTO GIL

DELFINA GIL

VOL 1769 PAGE 886

(Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

Before me, the undersigned authority, on this day personally appeared
CANDIDO GIL and DELFINA GIL
known to me to be the person s whose name s are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 18th day of February, A.D. 19 82.

Celia Landeros
Notary Public in and for Hidalgo County, Texas.
My commission expires 5-11-, 19 83
CELIA LANDEROS
(Printed or stamped name of notary)

(Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

known to me to be the person..... whose name..... subscribed to the foregoing instrument, and acknowledged to me that..... he..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of , A.D. 19

Notary Public in and for County, Texas.
My commission expires , 19
(Printed or stamped name of notary)

(Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

known to me to be the person..... whose name..... subscribed to the foregoing instrument, and acknowledged to me that..... he..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of , A.D. 19

Notary Public in and for County, Texas.
My commission expires , 19
(Printed or stamped name of notary)

(Corporate Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared
of
a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the day of , A.D. 19

Notary Public in and for County, Texas.
My commission expires , 19
(Printed or stamped name of notary)

30 acre tract out of the East half of Lot 33, Block 63, also land and Hidalgo County, Texas more particularly begins as follows:

FILED FOR RECORD
1982 MAR 1 AM 8:21
COUNTY CLERK
HIDALGO COUNTY, TEXAS

1282 MAR 1 VOL 1769 PAGE 886

VOL 1769 PAGE 887

7581

WARRANTY DEED
WITH VENDOR'S LIEN

CANUTO GIL and
wife, DELFINA GIL

TO

JOSE LUIS LUNA

FILED FOR RECORD THIS DATE
At 8:40 o'clock A M.

MAR 2 1982

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By _____ Deputy

PREPARED IN THE LAW OFFICE OF:

PENA, McDONALD, PRIETTA & IBANEZ
ATTORNEYS AND COUNSELORS AT LAW
P. O. BOX 54
EDINBURG, TEXAS 78539

PLEASE RETURN TO:

PENA, McDONALD, PRIETTA & IBANEZ
ATTORNEYS AND COUNSELORS AT LAW
P. O. BOX 54
EDINBURG, TEXAS 78539

Hidalgo CAD

Property Search Results > 113674 LUNA JOSE LUIS for Year 2014

Property

Account

Property ID:	113674	Legal Description:	ALAMO LAND & SUGAR CO W66'-E330'-S330' LOT 13 BLK 60 0.50AC GR 0.46AC NET
Geographic ID:	A1800-00-060-0013-07	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	CANTON RD TX	Mapsco:	
Neighborhood:		Map ID:	
Neighborhood CD:			

Owner

Name:	LUNA JOSE LUIS	Owner ID:	101789
Mailing Address:	5605 E CANTON RD EDINBURG, TX 78542-3044	% Ownership:	100.0000000000%
		Exemptions:	HS

Values

(+) Improvement Homesite Value:	+	$32,800		
(+) Improvement Non-Homesite Value:	+	$0		
(+) Land Homesite Value:	+	$25,342		
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0		$0
(+) Timber Market Valuation:	+	$0		$0
(=) Market Value:	=	$58,142		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$58,142		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$58,142		

Taxing Jurisdiction

Owner: LUNA JOSE LUIS
% Ownership: 100.0000000000%
Total Value: $58,142

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$58,142	$58,142	$0.00
DR1	DRAINAGE DISTRICT #1	0.095700	$58,142	$58,142	$55.64
FD3	EMS DIST #03	0.030000	$58,142	$58,142	$17.44
GHD	HIDALGO COUNTY	0.590000	$58,142	$58,142	$343.04
JCC	SOUTH TEXAS COLLEGE	0.150000	$58,142	$58,142	$87.21
R15	ROAD DIST 15	0.000000	$58,142	$58,142	$0.00
SEB	EDINBURG ISD	1.239800	$58,142	$43,142	$534.87
SST	SOUTH TEXAS SCHOOL	0.049200	$58,142	$58,142	$28.61
	Total Tax Rate:	2.154700			
				Taxes w/Current Exemptions:	$1,066.81
				Taxes w/o Exemptions:	$1,252.79

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 2072.0 sqft **Value:** $32,800

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	MRYFA	CMRY	1983	924.0
ENC	ENCLOSED ADD	MRYFA		1983	112.0
CPT	CARPORT	*		1983	560.0
MA2	MAIN 2ND FL	MRYFA		1983	826.0
ENC	ENCLOSED ADD	MRYFA		1983	210.0
CPT	CARPORT	MRYFA		1990	644.0
CPT	CARPORT	*		1983	100.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	0.4600	20037.60	0.00	0.00	$25,342	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	$32,800	$25,342	0	58,142	$0	$58,142
2013	$33,468	$25,342	0	58,810	$0	$58,810

2012	$34,135	$25,342	0	59,477	$0	$59,477
2011	$32,629	$25,342	0	57,971	$0	$57,971
2010	$33,297	$25,342	0	58,639	$0	$58,639
2009	$30,495	$25,342	0	55,837	$0	$55,837
2008	$36,235	$18,690	0	54,925	$0	$54,925
2007	$39,893	$18,690	0	58,583	$0	$58,583
2006	$38,440	$18,690	0	57,130	$0	$57,130
2005	$35,550	$18,690	0	54,240	$0	$54,240
2004	$35,824	$18,690	0	54,514	$3,795	$50,719
2003	$32,119	$13,989	0	46,108	$0	$46,108

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/2/1982 12:00:00 AM	CONV	CONVERSION	GIL CANUTO	LUNA JOSE LUIS	1769	884	
2		CONV	CONVERSION	Unknown	GIL CANUTO	2108	706	

Tax Due

Property Tax Information as of 06/26/2014

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

Website version: 1.2.2.2

Database last updated on: 6/26/2014 1:54 AM

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AI-45330 **Tax Refunds 5. A.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted By: Judy Newton, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
H3900.01.000.00A1.00	GMRI Texas LP Paid by: GMRI Inc	$3,513.89
M2075.00.000.003C.00	Rare Hospitality International Inc Paid by: GMRI Inc	$3,783.85
M2280.02.000.001A.00	420 East Expressway LLC Paid by: Petsmart	$5,436.67
P7400.1A.000.005A.00	Darden SW LLC Paid by: GMRI Inc	$3,213.96
R1370.00.000.0001.00	Red Lobster Inns of America Paid by: GMRI Inc	$3,075.10

BACKGROUND

Attachments

ComCourt07152014CO

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/02/2014 03:55 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

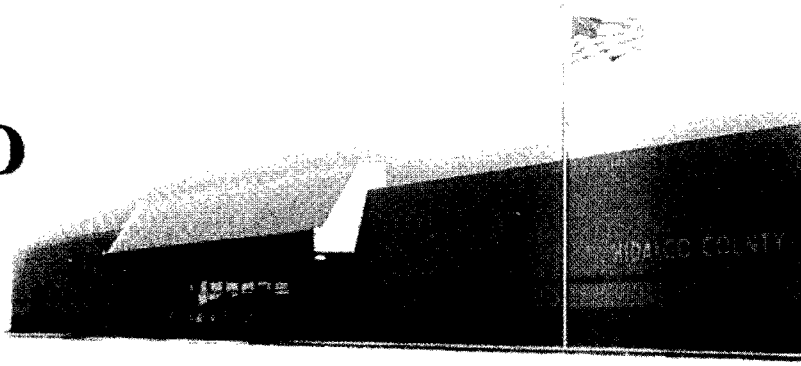
Form Started By: Judy Newton Started On: 07/02/2014 03:44 PM

Final Approval Date: 07/03/2014

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

July 2, 2014

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

The Hidalgo County District Court has ordered a correction to the tax roll as allowed by Property Tax Code Section 42.43. This correction decreased the tax liability of the property owner(s). Since taxes had been previously paid, our office determined that the tax roll correction resulted in a tax refund over $2,500.00 dollars due to the taxpayer(s). The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as recommended by the County Auditor.

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

Respectfully,

Pablo (Paul) Villarreal, Jr., RTA

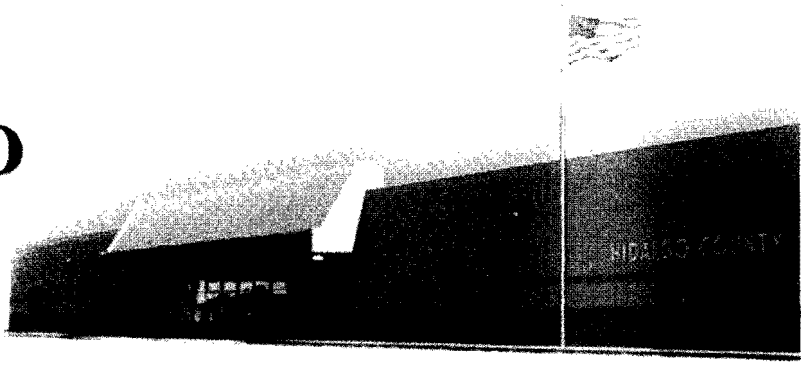
nlr

Enclosure

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
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ACCOUNT NUMBER	PAYER	AMOUNT
H3900.01.000.00A1.00	GMRI Texas LP Paid by: GMRI Inc	$3,513.89
M2075.00.000.003C.00	Rare Hospitality International Inc Paid by: GMRI Inc	$3,783.85
M2280.02.000.001A.00	420 East Expressway LLC Paid by: Petsmart	$5,436.67
P7400.1A.000.005A.00	Darden SW LLC Paid by: GMRI Inc	$3,213.96
R1370.00.000.0001.00	Red Lobster Inns of America Paid by: GMRI Inc	$3,075.10

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
GMRI TEXAS LP PAID BY: GMRI INC 4-

Present mailing address *(number and street)*
PO BOX 695019 4

City, town or post office, state, ZIP code
ORLANDO, FL 32869-5019 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): HOLIDAY #1 LOT A-1

Step 2: Describe the property

Address or location of property:

498309 4

Account number of property:

H3900.01.000.00A1.00 4

Tax receipt number:

OR 25739955

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	2013	1/31 / 14	$ 34,262.39	$ 3,513.89
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 3,513.89

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER #C-4950-13-E

Per Order Pay by: 07/09/14

MM

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: 7/2/14
7/2/14

sign here — Authorized official

Date 9/2/14

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here

Date 6/4/14

6/9

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
RARE HOSPITALITY INTERNATIONAL INC PAID BY: GMRI INC 4

Present mailing address *(number and street)*
1000 DARDEN CENTER DR 4

City, town or post office, state, ZIP code
ORLANDO, FL 32837-4032 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MCALLEN CONVENTION CENTER LOT 3C

Step 2: Describe the property

Address or location of property:

720063 4

Account number of property:
M2075.00.000.003C.00 4

Tax receipt number:
OR 25739955

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	2013 4	1/31 / 14	$ 33,507.40 4	$ 3,783.85 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 3,783.85 ^

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER #C-4950-13-E

Per Order Pay by 07/09/14

MM

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: 7/2/14

sign here — Authorized official — Date 7/2/14

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 6/4/14

6/9

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
420 EAST EXPRESSWAY LLC PAID BY: PETSMART

Present mailing address *(number and street)*
115 FREDERICK ST

City, town or post office, state, ZIP code
SAN FRANCISCO, CA 94117-4009

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MCALLEN PAVILION #2 LOT 1A

Step 2: Describe the property

Address or location of property:

561380

Account number of property:

M2280.02.000.001A.00

Tax receipt number:

OR 25149836

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	2013	1/21 / 14	$ 58,509.63	$ 5,436.67
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 5,436.67

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER #C-5205-13A

Per Order Pay by: 07/09/14

MM

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

APPROVED BY THE HIDALGO COUNTY TAX OFFICE
DATE: PJ 7/2/14
7/2/14

sign here Authorized officer — Date 7/2/14

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 6/4/14

6/4

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
DARDEN SW LLC PAID BY: GMRI INC 4

Present mailing address *(number and street)*
1000 DARDEN CENTER DR 4

City, town or post office, state, ZIP code
ORLANDO, FL 32837-4032 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): PLAZA DEL NORTE PH 1A LOT 5A

Step 2: Describe the property

Address or location of property:

20406933 4

Account number of property:

P7400.1A.000.005A.00 4

Tax receipt number:

OR 25739955

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	2013 4	1/31 / 14	$ 32,937.51 4	$ 3,213.96 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 3,213.96 1

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER #C-4950-13-E

Per Order Pay by: 07/09/14

MM

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 TAX OFFICE
DATE (PL) 7/2/14
7/2/14

sign here Authorized officer

Date 7/2/14

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 6/4/14

6M

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
RED LOBSTER INNS OF AMERICA PAID BY: GMRI INC 4

Present mailing address *(number and street)*
PO BOX 695011 4

City, town or post office, state, ZIP code
ORLANDO, FL 32869-5011 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): RED LOBSTER LOT 1

Step 2: Describe the property

Address or location of property:

267922 4

Account number of property:

R1370.00.000.0001.00 4

Tax receipt number:

OR 25739955

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	2013 4	1/31 / 14	$ 30,953.74 4	$ 3,075.10 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 3,075.10 4

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER #C-4950-13-E

Per Order Pay by: 07/09/14

MM

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: 7/2/14

sign here — Authorized officer — Date: 7/2/14

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: 6/4/14

6/9

AI-45214 **Tax Refunds 5. B.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted By: Judy Newton, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
T6835.2B.000.0003.00	RPG Group LLC Paid by: GMRI Inc	$6,661.35
V0535.00.001.0003.00	Rare Hospitality International Inc Paid by: GMRI Inc	$3,857.44

BACKGROUND

Attachments

ComCourt07082014CO

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/25/2014 11:14 AM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

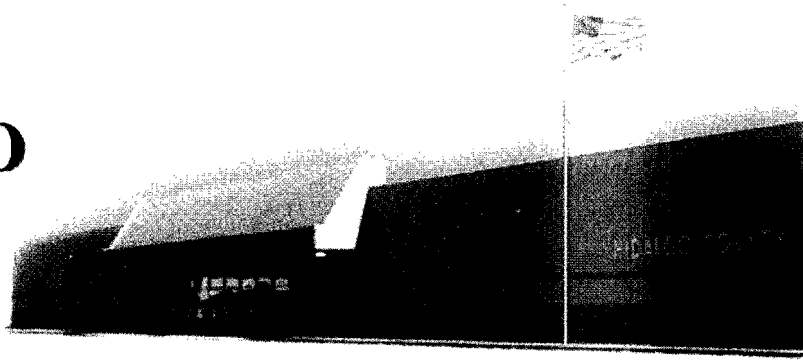
Form Started By: Judy Newton Started On: 06/25/2014 09:13 AM

Final Approval Date: 07/03/2014

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

June 25, 2014

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

The Hidalgo County District Court has ordered a correction to the tax roll as allowed by Property Tax Code Section 42.43. This correction decreased the tax liability of the property owner(s). Since taxes had been previously paid, our office determined that the tax roll correction resulted in a tax refund over $2,500.00 dollars due to the taxpayer(s). The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as recommended by the County Auditor.

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

Respectfully,

Pablo (Paul) Villarreal, Jr., RTA

nlr

Enclosure

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
RPG GROUP LLC PAID BY: GMRI INC

Present mailing address *(number and street)*
ATTN: CORPORATE TAX DEPT; 1000 DARDEN CENTER DR

City, town or post office, state, ZIP code
ORLANDO, FL 32837-4032

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): TRENTON CROSSING SHOPPING CENTER PH 2B

Step 2: Describe the property

LOT 3

Address or location of property:

721222

Account number of property: T6835.2B.000.0003.00

Tax receipt number: OR 25739955

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	2013	1/31 / 14	$ 40,484.70	$ 6,661.35
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 6,661.35

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER #C-4950-13-E

Per Order Pay by 07/09/14

MM

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: 6-20-14

sign here — Authorized official — Date 6/23/14

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 6/13/14

6/11/14

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
RARE HOSPITALITY INTERNATIONAL INC PAID BY: GMRI INC

Present mailing address *(number and street)*
ATTN: PROPERTY TAX; PO BOX 695019

City, town or post office, state, ZIP code
ORLANDO, FL 32869-5019

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): VALENCIA MARKETPLACE LOT 3 BLK 1

Step 2: Describe the property

Address or location of property:

819140

Account number of property: V0535.00.001.0003.00

Tax receipt number: OR 25739955

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	2013	1/31 / 14	$ 32,761.03	$ 3,857.44
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 3,857.44

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER #C-4950-13-E

Per Order Pay by: 07/09/14

MM

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: 6-20-14

sign here — Authorized officer — Date: 6/23/14

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: 6/13/14

6/16

AI-45181 **IT Department 6. A.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Authorization and approval to deactive wireless service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Department:	Employee Name:	Employee ID:	Description:	MDN:
Urban County	Diana Serna	149659	Cell Phone	956-587-1221
Planning	Tomas Arredondo	105899	Cell Phone	956-483-5638

BACKGROUND

Attachments

Request Forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/23/2014 04:24 PM
Glinda Pacheco	Glinda Pacheco	06/24/2014 04:13 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Griselda Salazar Started On: 06/23/2014 02:26 PM

Final Approval Date: 07/03/2014

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☐ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☑ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☐ Other:

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE (956)483-5638(Verizon)

Office Use / Employee: Tomas J. Arredondo Employee ID# 105899 Signature:

Department: Planning Dept. Dept#: 210

Quantity: 1

Service: $72.89 /mo (x) 7 months =$510.23 Account: 4-1100-419-10-210-001-0 -532

Service: $ 5.00/mo (x) 7 months =$ 35.00 Account: 4-1100-419-10-210-001-0-~~532~~ 532 ~~619/664~~

Requisition Total: $5,543.28 Requisition Number: Req #249385 (PO #704678)

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Tomas J. Arredondo	5-13-14

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	5/18/14

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate wireless service.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=162154,00.html EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☒ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Diana R. Serna Employee ID# 149659 Signature: Diana R Serna

Department: Urban County Program Dept#: 250

Quantity: 1 (956) 587-1221

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Diana R Serna — Signature

DIANA R. SERNA — Print Name

6.2.14 — Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Signature _____ Print Name _____ Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate Wireless Service.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-45357 **Purchasing Department 7. A.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Dan. Flores-Bldg. Maint. Mgr. **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of proposal listed received from AL3 Enterprises, LLC dba Starr Telecom, awarded vendor through the County's participation/membership with TASB/BuyBoard contract #401-12 in the total amounts listed for County Facilities Management.

Proposal No.	Description	Location	Amount
4410	Purchase and Installation of Dry Fire Suppression System for Computer Room	Constable Pct. 1 Building	$4,934.30
4411	Purchase and Installation of Dry Fire Suppression System for Computer Room	Old Administration Building	$5,564.30

BACKGROUND

Purchase Order Requisition # 259614 Old Admin and #259691 for Constable Pct 1 Bldg Dry Fire Suppression Sys.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

Funds available through Req#259614.

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Funds available pending CC approval of AI-45355.
Req# 259691 -Constable Pct 1 Bldg -Dry Fire Suppression Sys.

Attachments

Old Admin -AL3 Proposal and price verification

Constable Pct. 1 Bldg -AL3 Proposal and Price Verif

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/03/2014 03:52 PM
Budget & Management	Debbie Tamez	07/03/2014 04:12 PM

Glinda Pacheco	Glinda Pacheco	07/03/2014 04:26 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Moises Salazar Started On: 07/03/2014

Final Approval Date: 07/03/2014

AL3 ENTERPRISES, LLC. DBA STARR
TELECOM
304 W. Veterans Blvd.
Palmview, TX 78572

Estimate

Date	Estimate #
7/2/2014	4411

Name / Address
HIDALGO COUNTY 100 S CLOSNER RD EDINBURG,, TEXAS 78540 BB CO#401-12 FORMER ADMIN BLDG.

341041

Project

Description	Qty	Cost	Total
(FNX-SLR-24V) 24VDC, PHOTOELECTRIC SMOKE DETECTOR HEAD	2	30.00	60.00
(FNX-NS6-100) 2 WIRE 6" DETECTOR BASE, 24VDC	2	6.00	12.00
(FNX-GES24-1575PWR) WALL MOUNT STROBE, 24VDC, 15/75CD, PLAIN (NO LETTERING) RED	1	40.00	40.00
(FNX-GEC24-1575PWR) WALL MOUNT HORN/STROBE, 24VDC, 100DBA@ 10' PLAIN (NO LETTERING)	1	47.00	47.00
(FNX-GEH24-WR) WALL MOUNT, 24VDC, 100DBA@ 10' RED	1	24.00	24.00
(FNX-FP-2000) FIRE PRO FIRE EXTINGUISHER GENERATOR	2	1,010.00	2,020.00
(FNX-FP/SA) SEQUENTIAL OPERATOR	1	60.00	60.00
((FNX-SIGMA-XT) CONTROL PANEL	1	490.00	490.00
(FNX-HPS-DAK-SR) RELEASING PULL STATION	1	25.00	25.00
(FNX-PB/SA) ABORT SWITCH	1	79.00	79.00
(FNX-RPBS11CN) BYPASS OPERATOR	1	61.00	61.00
(FNX-VLQ-1) 1000SQ.FT AIR SAMPLING	1	950.00	950.00
(FC18-2FPLNPC) 18/2FPL NON-PLENUM CABLE	1	157.30	157.30
LABOR RATE FOR INSTALLATION OF SYSTEMS PER 73033 TECHNICIAN	18	85.50	1,539.00

LIC# 634
REG# 259614

ANY QUESTIONS FEEL FREE TO CALL THE OFFICE AT(956)580-1333

Total $5,564.30

Customer Signature _____

Phone #	Fax #	E-mail
956.580.1333	956.519.7859	ste@starrtelecom.com

FNX-FP-20S	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 85.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-20SE	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 85.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-40S	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 175.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-80S	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 250.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-100S	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 350.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-200S	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 395.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-200M	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 420.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-500S	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 695.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-1000M	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 650.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-1200	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 1,000.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-2000	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 1,010.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-3000	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 1,450.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-5700	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 2,500.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-HIT	HOCHIKI	Fire Alarm	Heat Impulse Translator	Heat Impulse Translator	1	1		$ 20.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-BTA	HOCHIKI	Fire Alarm	Buld Thermal Actuator	Buld Thermal Actuator	1	1		$ 175.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP/SA	HOCHIKI	Fire Alarm	Sequential Operator	Sequential Operator	1	1		$ 60.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-Sigma XT	HOCHIKI	Fire Alarm	Control Panel	Control Panel	1	1		$ 490.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-HPS-DAK-SR	HOCHIKI	Fire Alarm	Releasing Pull Station	Releasing Pull Station	1	1		$ 25.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-PB/SA	HOCHIKI	Fire Alarm	Abort Switch	Abort Switch	1	1		$ 79.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-RPBS11CN	HOCHIKI	Fire Alarm	Bypass operator	Bypass operator	1	1		$ 61.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-VLQ-1	HOCHIKI	Fire Alarm	1000sq\ft air sampling	1000sq\ft air sampling	1	1		$ 950.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-SLR-24V	HOCHIKI	Fire Alarm	24 vdc, photoelectric smoke detector head	24 vdc, photoelectric smoke detector head	1	1		$ 60.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-N56-100	HOCHIKI	Fire Alarm	2 Wire 6" Detector Base, 24Vdc	2 Wire 6" Detector Base, 24Vdc	1	1		$ 12.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3

FNX-GES24-1575PWR	HOCHIKI	Fire Alarm	Wall Mount Strobe, 24vdc, 15/75cd, plain (no lettering) RED	Wall Mount Strobe, 24vdc, 15/75cd, plain (no lettering) RED	1	1		$ 40.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-GEC24-1575PWR	HOCHIKI	Fire Alarm	Wall Mount Horn/Strobe, 24vdc, 100dba @ 10' (no lettering) RED	Wall Mount Horn/Strobe, 24vdc, 100dba @ 10' (no lettering) RED	1	1		$ 47.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-GEH24-WR	HOCHIKI	Fire Alarm	Wall Mount Horn, 24vdc, 100dba @ 10' RED	Wall Mount Horn, 24vdc, 100dba @ 10' RED	1	1		$ 24.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FC18-2FPLNPC	HOCHIKI	Fire Alarm	18-2FPL NON-PLENUM CABLE	18-2FPL NON-PLENUM CABLE	1	1		$ 157.30	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3

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Fax: 800-211-5454
Email: info@buyboard.com

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Category
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Contract
None selected

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Browse Contracts
Instructional Materials
Additional Resources

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Vendor	Description	Pricing Sheet	Price	Qty	Add to
Starr Telecom [MWBE]	Labor Rate for Repair of Systems Per Technician.	N/A	$85.50		Show D
Starr Telecom [MWBE]	Labor Rate for Installation of Systems Per Technician.	N/A	$85.50		Show D
Starr Telecom [MWBE]	0% Discount Off Starr Telecommunications Repair Parts pricelist (0% to 7% discount) for Service/Repair of Telecommunication ProductS	N/A	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off Starr Telecom pricelist (0% to 7% discount) for Service/Repair of Telecommunication ProductS	N/A	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off Starr Telecom pricelist (0% to 10% discount) for Technology Related Maintenance Agreements	N/A	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off Starr Telecom pricelist (0% to 10% discount) for PURCHASE of Telecommunication Products	Pricing Sheet	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off Starr Telecom pricelist (0% to 10% discount) for Networking Products	N/A	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off Starr Telecom pricelist (0% to 10% discount) for Cabling Products	N/A	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off AL3 Enterprises pricelist (0% to 10% discount) for All Other Types of Security Related Products	Pricing Sheet	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off AL3 Enterprises pricelist (0% to 10% discount) for All Intrusion Detection and Control Systems	Pricing Sheet	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off AL3 Enterprises pricelist (0% to 10% discount) for All Fire Control Security Systems	Pricing Sheet	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off AL3 Enterprises pricelist (0% to 10% discount) for All CCTV and Surveillance Systems	Pricing Sheet	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off AL3 Enterprises pricelist (0% to 10% discount) for All Access Control Security Systems	Pricing Sheet	$0.00		Show D

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Contact us 800-695-2919

AL3 ENTERPRISES, LLC. DBA STARR TELECOM
304 W. Veterans Blvd.
Palmview, TX 78572

Estimate

Date	Estimate #
6/10/2014	4410

Name / Address
HIDALGO COUNTY 100 S CLOSNER RD EDINBURG,, TEXAS 78540 BB CO#401-12 XTINGUISH CONSTABLES ROOM

Project

Description 34411	Qty	Cost	Total
(FNX-SLR-24V) 24VDC, PHOTOELECTRIC SMOKE DETECTOR HEAD	2	30.00	60.00
(FNX-NS6-100) 2 WIRE 6" DETECTOR BASE, 24VDC	2	6.00	12.00
(FNX-GES24-1575PWR) WALL MOUNT STROBE, 24VDC, 15/75CD. PLAIN (NO LETTERING) RED	1	40.00	40.00
(FNX-GEC24-1575PWR) WALL MOUNT HORN/STROBE, 24VDC. 100DBA@ 10' PLAIN (NO LETTERING)	1	47.00	47.00
(FNX-GEH24-WR) WALL MOUNT, 24VDC. 100DBA@ 10' RED	1	24.00	24.00
(FNX-FP-500S) 500FIREPRO FIRE EXTINGUISHER GENERATOR	2	695.00	1,390.00
(FNX-FP/SA) SEQUENTIAL OPERATOR	1	60.00	60.00
((FNX-SIGMA-XT) CONTROL PANEL	1	490.00	490.00
(FNX-HPS-DAK-SR) RELEASING PULL STATION	1	25.00	25.00
(FNX-PB/SA) ABORT SWITCH	1	79.00	79.00
(FNX-RPBS11CN) BYPASS OPERATOR	1	61.00	61.00
(FNX-VLQ-1) 1000SQ.FT AIR SAMPLING	1	950.00	950.00
(FC18-2FPLNPC) 18/2FPL NON-PLENUM CABLE	1	157.30	157.30
LABOR RATE FOR INSTALLATION OF SYSTEMS PER TECHNICIAN 93633	18	85.50	1,539.00
LTREQ# 642 TREQ# 259691			
ANY QUESTIONS FEEL FREE TO CALL THE OFFICE AT(956)580-1333		**Total**	$4,934.30

Customer Signature _____

Phone #	Fax #	E-mail
956.580.1333	956.519.7859	ste@starrtelecom.com

FNX-FP-20S	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 85.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-20SE	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 85.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-40S	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 175.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-80S	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 250.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-100S	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 350.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-200S	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 395.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-200M	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 420.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-500S	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 695.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-1000M	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 650.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-1200	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 1,000.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-2000	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 1,010.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-3000	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 1,450.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP-5700	HOCHIKI	Fire Alarm	Firepro Fire Extinguishing Generator	Firepro Fire Extinguishing Generator	1	1		$ 2,500.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-HIT	HOCHIKI	Fire Alarm	Heat Impulse Translator	Heat Impulse Translator	1	1		$ 20.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-BTA	HOCHIKI	Fire Alarm	Buld Thermal Actuator	Buld Thermal Actuator	1	1		$ 175.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-FP/SA	HOCHIKI	Fire Alarm	Sequential Operator	Sequential Operator	1	1		$ 60.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-Sigma XT	HOCHIKI	Fire Alarm	Control Panel	Control Panel	1	1		$ 490.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-HPS-DAK-SR	HOCHIKI	Fire Alarm	Releasing Pull Station	Releasing Pull Station	1	1		$ 25.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-PB/SA	HOCHIKI	Fire Alarm	Abort Switch	Abort Switch	1	1		$ 79.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-RPBS11CN	HOCHIKI	Fire Alarm	Bypass operator	Bypass operator	1	1		$ 61.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-VLQ-1	HOCHIKI	Fire Alarm	1000sq\ft air sampling	1000sq\ft air sampling	1	1		$ 950.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-SLR-24V	HOCHIKI	Fire Alarm	24 vdc, photoelectric smoke detector head	24 vdc, photoelectric smoke detector head	1	1		$ 60.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-NS6-100	HOCHIKI	Fire Alarm	2 Wire 6" Detector Base, 24Vdc	2 Wire 6" Detector Base, 24Vdc	1	1		$ 12.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3

FNX-GES24-1575PWR	HOCHIKI	Fire Alarm	Wall Mount Strobe, 24vdc, 15/75cd, plain (no lettering) RED	Wall Mount Strobe, 24vdc, 15/75cd, plain (no lettering) RED	1	1		$ 40.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-GEC24-1575PWR	HOCHIKI	Fire Alarm	Wall Mount Horn/Strobe, 24vdc, 100dba @ 10' (no lettering) RED	Wall Mount Horn/Strobe, 24vdc, 100dba @ 10' (no lettering) RED	1	1		$ 47.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FNX-GEH24-WR	HOCHIKI	Fire Alarm	Wall Mount Horn, 24vdc, 100dba @ 10' RED	Wall Mount Horn, 24vdc, 100dba @ 10' RED	1	1		$ 24.00	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3
FC18-2FPLNPC	HOCHIKI	Fire Alarm	18-2FPL NON-PLENUM CABLE	18-2FPL NON-PLENUM CABLE	1	1		$ 157.30	http://www.hochikiamerica.com/products.php?option=viewSubcat&cID=1&scID=3

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Vendor	Description	Pricing Sheet	Price	Qty	Add to
Starr Telecom [MWBE]	Labor Rate for Repair of Systems Per Technician.	N/A	$85.50		Show D
Starr Telecom [MWBE]	Labor Rate for Installation of Systems Per Technician.	N/A	$85.50		Show D
Starr Telecom [MWBE]	0% Discount Off Starr Telecommunications Repair Parts pricelist (0% to 7% discount) for Service/Repair of Telecommunication ProductS	N/A	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off Starr Telecom pricelist (0% to 7% discount) for Service/Repair of Telecommunication ProductS	N/A	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off Starr Telecom pricelist (0% to 10% discount) for Technology Related Maintenance Agreements	N/A	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off Starr Telecom pricelist (0% to 10% discount) for PURCHASE of Telecommunication Products	Pricing Sheet	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off Starr Telecom pricelist (0% to 10% discount) for Networking Products	N/A	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off Starr Telecom pricelist (0% to 10% discount) for Cabling Products	N/A	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off AL3 Enterprises pricelist (0% to 10% discount) for All Other Types of Security Related Products	Pricing Sheet	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off AL3 Enterprises pricelist (0% to 10% discount) for All Intrusion Detection and Control Systems	Pricing Sheet	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off AL3 Enterprises pricelist (0% to 10% discount) for All Fire Control Security Systems	Pricing Sheet	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off AL3 Enterprises pricelist (0% to 10% discount) for All CCTV and Surveillance Systems	Pricing Sheet	$0.00		Show D
Starr Telecom [MWBE]	0% Discount Off AL3 Enterprises pricelist (0% to 10% discount) for All Access Control Security Systems	Pricing Sheet	$0.00		Show D

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AI-45233 **Purchasing Department 7. B.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Martha L. Salazar, HC-PA Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval of Change Order No. 2 (increase) in connection: "Repairs and Renovations-1st and 2nd Floor to the Former Administration Building," in the amount of $114,810.00 to awarded general contractor, D. Wilson Construction, Inc., and as recommended by project architect, Alcocer Garcia Associates with concurrence by construction manager, Prodigy, including authority for County Judge to execute document.

2. Approval of Request for Payment-Application No. 8 in the amount of $57,249.85 from D. Wilson Construction Co. awarded contractor for the, "Repairs and Renovations-1st and 2nd Floors to the Former Administration Building", and as certified for payment by project architect, Alcocer Garcia Associates, Inc. and reviewed & initialed by construction manager, Prodigy C-12-029-10-23.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

Funds available through PO# 698457 pending PO increase.

Attachments

Change Order No. 2

Prodigy Review

PO Increase Form

DOC

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/03/2014 11:55 AM
Budget & Management	Debbie Tamez	07/03/2014 01:21 PM
Glinda Pacheco	Glinda Pacheco	07/03/2014 04:18 PM
Auditor's Office	Monica Badillo	07/03/2014 04:21 PM
Purchasing Department	Marty Salazar	07/03/2014 04:25 PM

Form Started By: Rocio Villarreal Started On: 06/26/2014 08:49 AM

Final Approval Date: 07/03/2014

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
1st & 2nd Floor Remodel Old Admin Bldg
100 E Cano
Edinburg, Texas 78539

CHANGE ORDER NUMBER: 002
DATE: July 01, 2014

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR *(Name and address):*
D. Wilson Construction Company
P.O. Box 3455
McAllen, Texas 78502-3455

ARCHITECT'S PROJECT NUMBER:
CONTRACT DATE: October 23, 2012
CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
GENERAL CONTRACTOR TO INCLUDE WORK ITEMS LISTED ON ATTACHED SUMMARY FOR A FIXED SUM OF $114,810.00

The original Contract Sum was	$	3,375,220.00
The net change by previously authorized Change Orders	$	124,541.00
The Contract Sum prior to this Change Order was	$	3,499,761.00
The Contract Sum will be increased by this Change Order in the amount of	$	114,810.00
The new Contract Sum including this Change Order will be	$	3,614,571.00

The Contract Time will be increased by FIFTY EIGHT (58) days.
The date of Substantial Completion as of the date of this Change Order therefore is February 03, 2015

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Alcocer Garcia Associates, Inc.	D. Wilson Construction Company	County of Hidalgo
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
1333 E Jasmine McAllen, Texas 78501	PO Box 3455 McAllen, Texas 78502-3455	2802 S Business 281 Edinburg, Texas 78539
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
George A Garcia, Architect	Bill Wilson, Owner	Ramon Garcia, County Judge
(Typed name)	*(Typed name)*	*(Typed name)*
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA21)

D. WILSON CONSTRUCTION CO.

HC RENO TO ADMIN BLDG. **CREDITS**

DATE	CR'S	DESCRIPTION	CREDIT	DATE SENT
5/16/14	CR # 26	Credit for RFP # 2 & 3 {Metro Electric -$ 182.00 Faires Plumbing - $ 2,069.50 Mechanical Star System - $ 410.00 Erico -$ 400.00 M & A Painting -$ 145.00 Mion Terrazzo Tile - $ 400.00 Cross Roads - $1,650.50	($ 5,257.00)	5/16/14
5/16/14	CR # 27	Credit for Elimination of the Conduit duct bank RFI # 22. Credit offered by Metro	($3,267.00)	5/16/14
6/16/14	CR # 30	Credit due to change to HDW on existing doors CCD # 005 {AD-8}	($ 975.00)	5/19/14
6/01/14	CR # 34	Credit for Rev C-5 and mill work CREDIT for Break room # 243 Delete the mill work - $ 292.00 Delete the Plastic Laminate on front wall & Wood trim supports. - $1,912.00 {RPM}	($ 2,204.00)	6/01/14

General Construction | Design Build | Construction Management
P.O. Box 3455 • 1209 East Pecan • McAllen, Texas 78502-3455 • 956-686-9573 • Fax 956-686-3270
www.dwilsonconstruction.com

HC RENO TO ADMIN BLDG. **CREDITS**

06/11/14	CR # 37	Credit for RFP 5.24.15 RFP 004 6.4.14 {Mechanical Star System}	($ 2.925.00)	6/11/14
6/11/14	CR # 38	Credit for RFP Dated for 5.27.14 Plumbing work Dated 5.27.14 not performed {Faires Pluming}	($ 1.350.00)	6/11/14
6/11/14	CR # 40	Credit for RFP Dated 5.27.14 Electrical not Performed {Metro}	($ 404.00)	6/11/14
6/24/14	CR # 47	Credit for Elimination of some millwork per RFP # 001 A.- D.A. Office 169 1.- Delete 3 LF of Wall & Base Cabinet & Laminate top {RPM}	($ 480.00)	6/24/14

Total ($ 16.862.00)

HC RENO TO ADMIN BLDG. **ADDS**

DATE	CR'S	DESCRIPTION	AMOUNT	DATE SENT	STATUS
4/27/14	CR #25	VOIDED: Replaced by CR #44 Extra Demolition Framing Reference RFI # 24 {ERICO}	($1,546.00) not added to total.	4/27/14	N/A
5/18/14	CR #28	Additional Costs for Plumbing work RFI # 6&9 {Faires Plumbing}	$5,494.00	5/18/14	Work Complete
5/18/14	CR #29	VOIDED: Replaced by CR #29 A 1 Additional Electrical work {Metro Electric}	($ 7,920.00) not added to total.	5/18/14	N/A
6/16/14	CR #29 A1	Additional Electrical Work This Change Requests Supersedes Change Requests CR #29. 5.18.14	$6,827.00	6/17/14	Pending
5/21/14	CR # 31	Additional Structural Steel work RFI #21 {Acerofab} I-Beams	$3,921.00	5/21/14	Pending
5/21/14	CR #32	Additional Structural Steel work RFI # 13 {Acerofab} I-Beams	$4,058. 00	5/21/14	Pending

HC RENO TO ADMIN BLDG. **ADDS**

Date	CR'S	DESCRIPTION	AMOUNT	DATE SENT	STATUS
6/1/14	CR # 33-A3	Revisions to C-5 Supersedes CR # 33, CR # 33- A1, CR # 33- A2, 6.1.14 Saw Cutting- $ 2,750.00 Concrete work- $ 1,187.00 Gypsum Wall Board- $1,000.00 Ceramic tile- $ 3,180.00 Painting- $ 2,000.00 Fire Extinguishers & Cabinet- $ 399.00 Plumbing - $ 2,100.00 Fire Sprinkler System- $3,295.00 HVAC- $ 1,623.00 Electrical- $ 2,405.00 Mark-up- $ 4,767.00	$ 24,706.00	6/17/14	Pending
06/09/14	CR # 35	Additional Floor Concrete work "Cap". RFI # 36 {Golden Concrete}	$ 700.00	6/9/14	Pending
06/10/14	CR # 36	Replace a too small and outdated electrical panel Reference RFI # 39 {Metro Electric}	$ 3,260.00	6/10/14	Pending
06/11/14	CR #39	Additional Plumbing work RFP # 004 Dated 6/4/14 {Faires Plumbing}	$ 950.00	6/11/14	Pending
06/11/14	CR # 41	Additional Wall framing & sheet rocking RFI # 23 {Erico} Add 1 5/8" Metal Studs & Sheetrock	$ 4,969.00	6/11/14	Pending

HC RENO TO ADMIN BLDG. **ADDS**

Date	CR'S	DESCRIPTION	AMOUNT	DATE SENT	STATUS
6/11/14	CR # 42	Additional Electrical work RFP 004- Room #242 {Metro}	$ 238.00	6/11/14	Pending
6/11/14	CR #43	Additional P-Lam and Wood Trim Supports Rev C-5 {RPM Manufacturing	$ 1,076.00	6/11/14	Pending
6/11/14	CR # 44	Additional Framing and Demo work. RFI # 24 { Erico} This CR # 44 Supersedes CR #25	$ 883.00	6/11/14	Work in Progress
6/16/14	CR # 45	Additional quarry tile demo and concrete placed at recessed areas left by demo. {Golden Concrete}	$3,864.00	6/17/14	Work Complete
6/22/14	CR # 46	Demo of floor & concrete floor patch off concrete floor {Golden Concrete} CCD # 005	$10,049.00	6/22/14	Work Complete
6/24/14	CR # 48	Floor Expansion Joint RFP 4.21.14 CCD 005 {Mion Terrazzo}	$ 3,479.00	6/24/14	Work in progress
6/24/14	CR # 49	Prep Concrete floor RFI # 17 Item B, 2.17.14 CCD # 005 {Mion Terrazzo}	$ 2,761.00	6/24/14	Work in progress

HC RENO TO ADMIN BLDG. **ADDS**

DATE	CR'S	DESCRIPTION	AMOUNT	DATE SENT	STATUS
6/24/14	CR # 50	Floor Crack Isolation Membrane {Mion terrazo}	$ 20,430.00	6/24/14	Pending
6/24/14	CR # 51	Cooling to EER RFP 006	$ 8,255.00	6/24/14	Pending

Total Adds :	$ 105.920.00
Total Credits :	($ 16,862.00)
Extended Gen. Conditions :	$ 25,752.00
58 Days Delayed @ $ 444.00 Per Diem.	
Balance :	**$ 114,810.00**

M. M. ORNELAS
PM
D. WILSON CONSTRUCTION

FW: Hidalgo County Old Administration Building-1st & 2nd Floor Remodel : Change Order No. 2

From : Alex Palacios <apalacios@prodigycompany.com> Fri, Jun 27, 2014 12:26 PM
Sender : Alex Palacios <apalacios@prodigycompany.com> 2 attachments
Subject : FW: Hidalgo County Old Administration Building-1st & 2nd Floor Remodel : Change Order No. 2
To : Eduardo Alcocer <edo@agadc.com>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, billw@dwilsonconstruction.com
Cc : Estanislado Ramos <stan.ramos@co.hidalgo.tx.us>, roy cazares <roy.cazares@da.co.hidalgo.tx.us>, Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>, lrice@prodigycompany.com, Prodigy@prodigycompany.com

Ed, Thank you

Please get the necessary signatures for proper execution of your document.

I am working on other related door issues of above said project with the team.

Thank you

Alex P.

From: Eduardo Alcocer [mailto:edo@agadc.com]
Sent: Friday, June 27, 2014 12:07 PM
To: ALEX PALACIOS
Subject: FW: Hidalgo County Old Administration Building-1st & 2nd Floor Remodel : Change Order No. 2

fyi

From: Eduardo Alcocer [mailto:edo@agadc.com]
Sent: Friday, June 27, 2014 11:20 AM
To: 'Rocio Villarreal'
Cc: Stan Ramos (stan.ramos@co.hidalgo.tx.us); Manuel Ornelas (manuelo@dwilsonconstruction.com); Jesse Rodriguez (jrodriguez@prodigycompany.com)
Subject: Hidalgo County Old Administration Building-1st & 2nd Floor Remodel : Change Order No. 2

R.;

Please place on Commissions Court Agenda

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Facilities Mgmt
Contact Name: Jessica Ortega
Telephone # (956) 289-7850

Purchase Order Number: 698457
Increase # 4 for this Purchase Order
Procurement Method:
- ❑ Contract # C-12-029-10-23
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 376035
Vendor Name: D. Wilson Construction Co
Address: PO BOX 3455
McAllen, TX 78502-3455

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$3,314,000.00
		1st PO Increase $61,200.00 2nd PO Increase $20.00 3rd PO increase $128,787.00 Change Order #2 Remodel of existing Old Admin Bldg NIGP#91065		
		Amount of Increase Request		$114,810.00
		TOTAL AMOUNT		$3,614,571.00

Account Number: 4-1336-419-40-220-043-0-452

Reason: Change order #2 for worked items by General Contractor

Authorization: _____ Department Head — Date: Jan 3, 2014

Reviewed by: _____ Purchasing Department — Date: _____

Approved By: _____ Purchasing Agent — Date: _____

Approved By: _____ Hidalgo County Auditor — Date: _____

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
1st & 2nd Floor Remodel Old Admin Bldg
100 E Cano
Edinburg, Texas 78539

TO CONTRACTOR *(Name and address)*:
D. Wilson Construction Company
P.O. Box 3455
McAllen, Texas 78502-3455

CHANGE ORDER NUMBER: 002
DATE: July 01, 2014

ARCHITECT'S PROJECT NUMBER:
CONTRACT DATE: October 23, 2012
CONTRACT FOR: General Construction

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

GENERAL CONTRACTOR TO INCLUDE WORK ITEMS LISTED ON ATTACHED SUMMARY FOR A FIXED SUM OF $114,810.00

The original Contract Sum was	$	3,375,220.00
The net change by previously authorized Change Orders	$	124,541.00
The Contract Sum prior to this Change Order was	$	3,499,761.00
The Contract Sum will be increased by this Change Order in the amount of	$	114,810.00
The new Contract Sum including this Change Order will be	$	3,614,571.00

The Contract Time will be increased by FIFTY EIGHT (58) days.
The date of Substantial Completion as of the date of this Change Order therefore is February 03, 2015

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Alcocer Garcia Associates, Inc.	D. Wilson Construction Company	County of Hidalgo
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
1333 E Jasmine McAllen, Texas 78501	PO Box 3455 McAllen, Texas 78502-3455	2802 S Business 281 Edinburg, Texas 78539
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
George A Garcia, Architect	Bill Wilson, Owner	Ramon Garcia, County Judge
(Typed name)	*(Typed name)*	*(Typed name)*
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA21)

D. WILSON

HC RENO TO ADMIN BLDG. **CREDITS**

DATE	CR'S	DESCRIPTION	CREDIT	DATE SENT
5/16/14	CR # 26	Credit for RFP # 2 & 3 {Metro Electric -$ 182.00 Faires Plumbing - $ 2,069.50 Mechanical Star System - $ 410.00 Erico -$ 400.00 M & A Painting -$ 145.00 Mion Terrazzo Tile - $ 400.00 Cross Roads - $1,650.50	($ 5,257.00)	5/16/14
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HC RENO TO ADMIN BLDG. **CREDITS**

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Total ($ 16,862.00)

HC RENO TO ADMIN BLDG. **ADDS**

DATE	CR'S	DESCRIPTION	AMOUNT	DATE SENT	STATUS
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HC RENO TO ADMIN BLDG. **ADDS**

Date	CR'S	DESCRIPTION	AMOUNT	DATE SENT	STATUS
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6/11/14	CR #43	Additional P-Lam and Wood Trim Supports Rev C-5 {RPM Manufacturing	$ 1,076.00	6/11/14	Pending
6/11/14	CR # 44	Additional Framing and Demo work. RFI # 24 { Erico} This CR # 44 Supersedes CR #25	$ 883.00	6/11/14	Work in Progress
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Total Adds :	$ 105,920.00
Total Credits :	($ 16,862.00)
Extended Gen. Conditions :	$ 25,752.00
58 Days Delayed @ $ 444.00 Per Diem.	
Balance :	**$ 114,810.00**

M. M. ORNELAS
PM
D. WILSON CONSTRUCTION

APPLICATION AND CERTIFICATE FOR PAYMENT

Wilson Project # 12-561

TO OWNER: Hidalgo County Purchasing Dept
2812 S. Business Hwy 281
Edinburg TX 78539

PROJECT: Remodel Administration Building (1st & 2nd Floors) at 100 E. Cano St., Edinburg, TX

APPLICATION NO.: Eight
PERIOD TO: 6/30/2014
Contract No: 12-029-10-23
Purchase Order: 698457
CONTRACT DATE: 10/23/2012

FROM CONTRACTOR: D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
CONTRACT FOR: General Construction

VIA: Alcocer Garcia Associates, Inc
George Garcia
1333 East Jasmine Avenue
McAllen, TX78501

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 3,375,220.00
2. Net Change by Change Orders		124,541.00
3. CONTRACT SUM TO DATE (Line 1 + 2)		3,499,761.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on)		2,076,862.00
5. RETAINAGE:		
a. 5% of Completed Work (Columns D + E on Continuation Sheet)	$ 103,843.10	
b. 5% of Stored Material (Column F on Continuation Sheet)	—	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)		103,843.10
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		1,973,018.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		1,915,769.05
8. CURRENT PAYMENT DUE		**$ 57,249.85**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 1,526,742.10	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 124,541.00	$ —
Total approved this Month	—	—
TOTALS	**124,541.00**	—
NET CHANGES by Change Order		**$ 124,541.00**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: D. Wilson Construction Company

By: _____ Date: July 3, 2014

State of Texas, County of Hidalgo
Subscribed and sworn to before me this 3rd day of July, 2014

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Notary Public Norma Irene Espinoza _____
My Commission expires 06/08/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 57,249.85

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

ARCHITECT:
By: _____ Date: 7-3-14

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Remodel Administration Bldg
Job # 12-561
Retainage 5%

Application No.: Eight
Application Date: 6/30/2014
Period From: 6/1/2014
To: 6/30/2014

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
01-010	General Conditions	167,854.00	105,350.00	15,600	—	120,950.00	72%	46,904.00	6,047.50
01-011	Overhead & profit, for increase	2,844.00	2,844.00	—	—	2,844.00	100%	—	142.20
01-012	Mobilization	10,000.00	10,000.00	—	—	10,000.00	100%	—	500.00
01-405	Building Permit	8,930.00	8,930.00	—	—	8,930.00	100%	—	446.50
91-870	Bond	37,600.00	37,600.00	—	—	37,600.00	100%	—	1,880.00
91-870	Bond and insurance for increase	1,493.00	1,493.00	—	—	1,493.00	100%	—	74.65
91-871	Builder's Risk Policy	5,300.00	5,300.00	—	—	5,300.00	100%	—	265.00
91-874	Liability insurance	22,000.00	22,000.00	—	—	22,000.00	100%	—	1,100.00
	Demolition								
02-051	Extra Dumpster for Demolition	19,400.00	19,400.00	—	—	19,400.00	100%	—	970.00
02-052	Interior Temp Air Ventilation for Skytrack	3,500.00	3,500.00	—	—	3,500.00	100%	—	175.00
02-053	Remove Vaults, labor	7,780.00	7,780.00	—	—	7,780.00	100%	—	389.00
02-054	Remove Vaults, material	11,000.00	11,000.00	—	—	11,000.00	100%	—	550.00
02-055	Remove Vaults, disposal	2,220.00	2,220.00	—	—	2,220.00	100%	—	111.00
02-056	Cost increase, Vaults, Demolition	21,500.00	21,500.00	—	—	21,500.00	100%	—	1,075.00
02-057	Remove Wood Ramp	532.00	532.00	—	—	532.00	100%	—	26.60
02-058	Remove Fire Extinguishers	388.00	388.00	—	—	388.00	100%	—	19.40
02-059	Remove Entry Mats	452.00	452.00	—	—	452.00	100%	—	22.60
02-057	Remove Existing Escalator	7,550.00	7,550.00	—	—	7,550.00	100%	—	377.50
02-058	Relocate exist Elevator Equipment	6,000.00	—	—	—	—		6,000.00	
02-059	Remove Existing Lift Station	1,200.00	1,200.00	—	—	1,200.00	100%	—	60.00
02-061	Misc. Demolition	12,000.00	12,000.00	—	—	12,000.00	100%	—	600.00
02-062	Remove/Patch Asphalt and Curbs at Gen Pad	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
02-063	Remove/Patch Asphalt under Canopy Footing	2,000.00	—	—	—	—		2,000.00	
02-064	Temp. Barricades, Chute, Dust Partitions	7,000.00	7,000.00	—	—	7,000.00	100%	—	350.00
02-065	Sawcut Asphalt Paving for Conduit to Generat	1,720.00	1,720.00	—	—	1,720.00	100%	—	86.00
02-066	Repair Asphalt Paving	1,700.00	—	—	—	—		1,700.00	
02-830	Chain Link Fence at Generator Pad	700.00	—	—	—	—		700.00	
	Concrete work								
03-070	Metal Deck Slab, Concrete	2,759.00	2,759.00	—	—	2,759.00	100%	—	137.95
03-072	Generator Pad, Concrete	3,139.00	3,139.00	—	—	3,139.00	100%	—	156.95
03-073	MEP Pads	2,575.00	—	—	—	—		2,575.00	
03-075	Bollards at Generator Pad	1,600.00	1,600.00	—	—	1,600.00	100%	—	80.00

Remodel Administration Bldg
Job # 12-561
Retainage 5%

Application No.: Eight
Application Date: 6/30/2014
Period From: 6/1/2014
To: 6/30/2014

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
03-076	Repair SOG after Vault Removals	6,175.00	6,175.00	—	—	6,175.00	100%	—	308.75
03-077	Metal Deck Slab, Labor	4,040.00	4,040.00	—	—	4,040.00	100%	—	202.00
03-078	Concrete Pan Fill, Labor	400.00	—	—	—	—		400.00	
03-079	Generator Pad, Labor	3,434.00	3,434.00	—	—	3,434.00	100%	—	171.70
03-080	Repair Plumbing Trenches	21,743.00	21,743.00	—	—	21,743.00	100%	—	1,087.15
03-081	Sawcut Concrete for Electrical	2,733.00	2,733.00	—	—	2,733.00	100%	—	136.65
03-082	Repair Concrete for Electrical	2,089.00	2,089.00	—	—	2,089.00	100%	—	104.45
03-110	Metal Deck Slab, Pump	1,325.00	1,325.00	—	—	1,325.00	100%	—	66.25
03-200	Metal Deck Slab, Rebar	6,206.00	6,206.00	—	—	6,206.00	100%	—	310.30
03-250	Metal Deck Slab, Accessories	400.00	400.00	—	—	400.00	100%	—	20.00
03-251	Generator Pad, Accessories	400.00	400.00	—	—	400.00	100%	—	20.00
03-530	Grout Column Bases	400.00	400.00	—	—	400.00	100%	—	20.00
	Masonry								
04-101	Masonry at Generator Pad, labor	2,470.00	2,470.00	—	—	2,470.00	100%	—	123.50
04-102	Masonry at Generator Pad, material	3,380.00	3,380.00	—	—	3,380.00	100%	—	169.00
	Steel								
	Structural Steel								
05-101	Main steel	39,271.00	39,271.00	—	—	39,271.00	100%	—	1,963.55
05-102	Metal deck	5,197.00	5,197.00	—	—	5,197.00	100%	—	259.85
05-103	Steel stairs / rails	14,119.00	14,119.00	—	—	14,119.00	100%	—	705.95
05-104	Steel erection	35,675.00	35,675.00	—	—	35,675.00	100%	—	1,783.75
05-505	Aluminum Handrails	6,851.00	3,768.00	—	—	3,768.00	55%	3,083.00	188.40
	Carpentry								
06-100	Rough Carpentry	5,100.00	—	500	—	500.00	10%	4,600.00	25.00
06-401	Millwork	62,377.00	—	—	—	—		62,377.00	
06-402	Cost increase, Millwork	24,123.00	—	—	—	—		24,123.00	
	Moisture Protection								
07-900	Joint Sealants	9,200.00	—	—	—	—		9,200.00	
07-900	Grout/Seal at Edge of exist Walls	1,440.00	—	—	—	—		1,440.00	
07-910	Fire Caulking	1,200.00	—	—	—	—		1,200.00	

Remodel Administration Bldg

Job # 12-561

Retainage 5%

Application No.: Eight
Application Date: 6/30/2014
Period From: 6/1/2014
To: 6/30/2014

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	Doors and windows								
08-100	HM Doors and Frame	26,220.00	—	—	—	—		26,220.00	
08-200	Flush Wood Doors and Frames	48,450.00	—	—	—	—		48,450.00	
08-305	Access Panels	1,400.00	—	—	—	—		1,400.00	
08-800	Remove Glazing only at Glass Partitions	10,300.00	10,300.00	—	—	10,300.00	100%	—	515.00
08-800	Remove/Reinstall Glazing for Equipment Entry	13,500.00	—	—	—	—		13,500.00	
08-800	**Alum. Storefronts and Entrances**								
08-800	Demolition	10,500.00	10,500.00	—	—	10,500.00	100%	—	525.00
08-800	Metal	12,300.00	—	—	—	—		12,300.00	
08-800	Metal, labor	11,500.00	—	—	—	—		11,500.00	
08-800	Glass	8,342.00	—	—	—	—		8,342.00	
08-800	Glass labor	9,373.00	—	—	—	—		9,373.00	
	Finishes								
	Metal Studs, Drywall, Panels								
09-101	Submittals	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
09-102	Demolition	45,037.00	45,037.00	—	—	45,037.00	100%	—	2,251.85
09-103	Metal Stud Materials	40,741.00	40,741.00	—	—	40,741.00	100%	—	2,037.05
09-104	Metal Stud Labor	37,037.00	27,778.00	—	—	27,778.00	75%	9,259.00	1,388.90
09-105	Drywall Materials	34,568.00	—	—	—	—		34,568.00	
09-106	Drywall Labor	34,568.00	3,000.00	—	—	3,000.00	9%	31,568.00	150.00
09-107	Insulation Materials	9,877.00	—	—	—	—		9,877.00	
09-108	Insulation Labor	6,173.00	—	—	—	—		6,173.00	
09-109	Cost increase, Drywall & SAC	3,180.00	—	—	—	—		3,180.00	
09-110	Hollow Metal Door Frame Installation	12,741.00	—	—	—	—		12,741.00	
09-111	Ceiling Grid Materials	35,741.00	—	—	—	—		35,741.00	
09-112	Ceiling Grid Labor	9,605.00	—	—	—	—		9,605.00	
09-113	Ceiling Tile Materials	39,741.00	—	—	—	—		39,741.00	
09-114	Ceiling Tile Labor	11,080.00	—	—	—	—		11,080.00	
09-115	Ceiling Insulation Materials	2,715.00	—	—	—	—		2,715.00	
09-116	Ceiling Insulation Labor	988.00	—	—	—	—		988.00	
09-117	Fasteners	3,704.00	—	—	—	—		3,704.00	
09-118	Wood Framing Materials	3,704.00	—	—	—	—		3,704.00	
09-119	Wood Framing Labor	3,430.00	—	—	—	—		3,430.00	

Remodel Administration Bldg

Job # 12-561

Retainage 5%

Application No.: Eight

Application Date: 6/30/2014

Period From: 6/1/2014

To: 6/30/2014

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	Ceramic Tile								
09-301	Ceramic Tile, labor	202,000.00	64,520.00	—	—	64,520.00	32%	137,480.00	3,226.00
09-302	Ceramic Tile, material	90,000.00	21,963.00	—	—	21,963.00	24%	68,037.00	1,098.15
09-303	Cost increase, Tile and terrazzo	5,780.00	—	—	—	—		5,780.00	
09-601	Carpeting, labor	220.00	—	—	—	—		220.00	
09-602	Carpeting, material	500.00	—	—	—	—		500.00	
09-603	Resilient base, labor	3,000.00	—	—	—	—		3,000.00	
09-604	Resilient base, material	3,000.00	—	—	—	—		3,000.00	
09-900	**Painting & Vinyl Wall covering**								
09-900	Walls & ceilings, labor	41,400.00	—	—	—	—		41,400.00	
09-900	Walls & ceilings, material	9,600.00	—	—	—	—		9,600.00	
09-900	Exposed structural ceiling, labor	8,000.00	—	—	—	—		8,000.00	
09-900	Exposed structural ceiling, material	2,000.00	—	—	—	—		2,000.00	
09-900	Ash veneer plywood, labor	3,800.00	—	—	—	—		3,800.00	
09-900	Ash veneer plywood, material	1,000.00	—	—	—	—		1,000.00	
09-900	Doors & frames, labor	8,000.00	—	—	—	—		8,000.00	
09-900	Doors & frames, material	2,000.00	—	—	—	—		2,000.00	
09-900	Clean, refinish & paint existing, labor	15,120.00	—	—	—	—		15,120.00	
09-900	Clean, refinish & paint existing, material	3,780.00	—	—	—	—		3,780.00	
09-900	Vinyl wallcovering, labor	1,900.00	—	—	—	—		1,900.00	
09-900	Vinyl wallcovering, material	1,900.00	—	—	—	—		1,900.00	
	Specialties								
10-101	Markerboards, Material	1,597.00	—	—	—	—		1,597.00	
10-102	Markerboards, Labor	632.00	—	—	—	—		632.00	
10-505	Bench at #107	300.00	—	—	—	—		300.00	
10-520	Fire Extinguishers, Material	3,176.00	—	—	—	—		3,176.00	
10-521	Fire Extinguishers Labor	955.00	—	—	—	—		955.00	
10-530	Aluminum Walkway Covers, labor	7,890.00	7,890.00	—	—	7,890.00	100%	—	394.50
10-531	Aluminum Walkway Covers, material	6,456.00	6,456.00	—	—	6,456.00	100%	—	322.80
10-600	Toilet Partitions, Material	5,275.00	—	—	—	—		5,275.00	
10-601	Toilet Partitions, Labor	2,916.00	—	—	—	—		2,916.00	
10-800	Toilet Specialties, Material	4,115.00	—	—	—	—		4,115.00	
10-801	Toilet Specialties, Labor	1,190.00	—	—	—	—		1,190.00	

Remodel Administration Bldg

Job # 12-561

Retainage 5%

Application No.: Eight

Application Date: 6/30/2014

Period From: 6/1/2014

To: 6/30/2014

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	MEP								
	Plumbing Contractor								
15-101	Permits, mobilization	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
15-102	Demolition, labor	4,000.00	4,000.00	—	—	4,000.00	100%	—	200.00
15-103	Demolition, material	3,000.00	3,000.00	—	—	3,000.00	100%	—	150.00
15-104	Underground, labor	20,000.00	17,000.00	—	—	17,000.00	85%	3,000.00	850.00
15-105	Underground, material	17,000.00	14,450.00	—	—	14,450.00	85%	2,550.00	722.50
15-106	Above ground, labor	42,500.00	8,500.00	—	—	8,500.00	20%	34,000.00	425.00
15-107	Above ground, material	41,000.00	12,300.00	—	—	12,300.00	30%	28,700.00	615.00
15-108	Fixtures, labor	14,000.00	—	—	—	—		14,000.00	
15-109	Fixtures, material	42,000.00	—	—	—	—		42,000.00	
15-110	Insulation	8,000.00	—	—	—	—		8,000.00	
15-125	Sawcut and Remove Trenches for Plumbing	18,919.00	18,919.00	—	—	18,919.00	100%	—	945.95
15-300	Fire Sprinkler	53,000.00	—	—	—	—		53,000.00	
15-301	Cost increase, Fire Sprinkler	2,300.00	—	—	—	—		2,300.00	
	HVAC Contractor								
15-501	Indoor AHU	43,900.00	43,900.00	—	—	43,900.00	100%	—	2,195.00
15-502	Direct Digital Controls	137,400.00	60,799.00	—	—	60,799.00	44%	76,601.00	3,039.95
15-503	Air Flow Devices	23,300.00	23,300.00	—	—	23,300.00	100%	—	1,165.00
15-504	Ductwork	230,000.00	174,043.00	—	—	174,043.00	76%	55,957.00	8,702.15
15-505	Insulation	47,000.00	—	—	—	—		47,000.00	
15-506	Hydronic Piping	40,000.00	40,000.00	—	—	40,000.00	100%	—	2,000.00
15-507	Miscellaneous Items	18,000.00	15,290.00	—	—	15,290.00	85%	2,710.00	764.50
15-508	Labor	71,000.00	58,610.00	—	—	58,610.00	83%	12,390.00	2,930.50
15-509	Ancillary Items	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
15-510	VAV Boxes	13,400.00	13,400.00	—	—	13,400.00	100%	—	670.00
15-991	Test & Balance	19,000.00	902.00	—	—	902.00	5%	18,098.00	45.10
	Electric Contractor								
16-100	Submittals	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
16-101	Fixtures / lamps, material	103,734.00	72,283.00	1,380	—	73,663.00	71%	30,071.00	3,683.15
16-102	Fixtures / lamps, labor	9,256.00	—	—	—	—		9,256.00	

Remodel Administration Bldg		Application No.:	Eight
Job # 12-561		Application Date:	6/30/2014
Retainage 5%		Period From:	6/1/2014
		To:	6/30/2014

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
16-103	Panels / gear, material	63,537.00	63,537.00	—	—	63,537.00	100%	—	3,176.85
16-104	Panels / gear, labor	14,722.00	13,850.00	872	—	14,722.00	100%	—	736.10
16-105	Branch conduit / wire, material	87,415.00	68,840.00	9,890	—	78,730.00	90%	8,685.00	3,936.50
16-106	Branch conduit / wire, labor	84,702.00	59,375.00	7,934	—	67,309.00	79%	17,393.00	3,365.45
16-107	Feeder conduit / wire, material	82,017.00	64,513.00	17,393	—	81,906.00	100%	111.00	4,095.30
16-108	Feeder conduit / wire, labor	9,781.00	9,536.00	245	—	9,781.00	100%	—	489.05
16-109	Trim out, material	10,700.00	2,581.00	7,050	—	9,631.00	90%	1,069.00	481.55
16-110	Trim out, labor	7,389.00	—		—	—		7,389.00	
16-111	Generator	220,631.00	220,631.00		—	220,631.00	100%	—	11,031.55
16-112	Temporary	5,634.00	5,634.00		—	5,634.00	100%	—	281.70
16-113	Demolition	34,312.00	33,240.00	—	—	33,240.00	97%	1,072.00	1,662.00
16-114	Systems	33,170.00	23,187.00	664	—	23,851.00	72%	9,319.00	1,192.55
16-115	Rental	4,500.00	4,385.00	115	—	4,500.00	100%	—	225.00
	Allowances								
BF-001	Betterment Fund	115,000.00	110,573.00	—	—	110,573.00	96%	4,427.00	5,528.65
	Change Orders								
CO 01	Revisions to Floor Plans - Changes 1, 2, 3, & 4	71,055.00	71,055.00	—	—	71,055.00	100%	—	3,552.75
CO 01	Floor Plan Revisions Titled Changes 5 and 6	53,486.00	53,486.00	—	—	53,486.00	100%	—	2,674.30
CO 01	Replace thermal insulation above all ceilings a	2,350.00	—	—	—	—		2,350.00	
CO 01	Replace existing HVAC system isolation valve	7,381.00	7,381.00	—	—	7,381.00	100%	—	369.05
CO 01	Obtain and install door hardware	75,015.00	—	—	—	—		75,015.00	
CO 01	Remove and dispose existing sub-floor concre	3,600.00	3,600.00	—	—	3,600.00	100%	—	180.00
CO 01	Additional steel reinforcing at second floor adc	4,725.00	4,725.00	—	—	4,725.00	100%	—	236.25
CO 01	Additional demolition and concrete floor patch	2,870.00	2,870.00	—	—	2,870.00	100%	—	143.50
CO 01	New concrete footings at new structural steel	3,600.00	3,600.00	—	—	3,600.00	100%	—	180.00
CO 01	Revised electrical panels	727.00	—	—	—	—		727.00	
CO 01	Re-work electrical service to fire suppressions	6,730.00	6,730.00	—	—	6,730.00	100%	—	336.50
CO 01	Aluminum Door Frames in lieu of Hollow Metal Door Frames	3,575.00	—	—	—	—		3,575.00	
	Reduce allowance:								
CO 01	Reduce Betterment Allowance	(110,573.00)	(110,573.00)	—	—	(110,573.00)	100%	—	(5,528.65)
	Contract sum	3,499,761.00	2,015,219.00	61,643.00	-	2,076,862.00	59%	1,422,899.00	103,843.10

AI-45274 **Purchasing Department 7. C.**

CC CONSENT

Meeting Date: 07/08/2014

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

Department: COMM. PCT. #4

Information

CAPTION

Requesting approval of payment of Invoice # 3036-14 ($2,469.90) submitted by Mata-Garcia Architects in connection to C-13-119-10-02 (PO# 701993) for the Linn-San Manuel Emergency Services Building.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1301-419-40-124-136-0-720

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

BUDGETARY IMPACT:

1. PO# 701993
Funds available as of 06/30/14

Attachments

3036-14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/02/2014 03:40 PM
Glinda Pacheco	Glinda Pacheco	07/03/2014 09:34 AM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Veronica Lopez Started On: 06/30/2014 03:20 PM

Final Approval Date: 07/03/2014

MATA-GARCIA ARCHITECTS, L.L.P.
Architecture ~ Project Management ~ Interior Design

Invoice for Architectural Services - REIMBURSABLE EXPENSES

Project: Hidalgo County Precinct 4
Lin-San Manuel Emergency Services Building
Hidalgo County

Owner: County of Hidalgo
1051 N. Doolittle
Edinburg, Texas 78542

Contract # C-13-119-10-02
PO # 701993

Date: June 26, 2014

Invoice No: 3036-14

Scope of Work	Amount	% Completed to Date	Total Due	Less previous payments	Amount Due this Request
REIMBURSABLE EXPENSES					
Additional Professional Liability Insurance 2013	$3,253.00	100%	$3,253.00	$3,253.00	$0.00
Additional Professional Liability Insurance 2014	$4,061.03	100%	$4,061.03	$4,061.03	$0.00
Printing: RGV Reprographics, Invoice 102509	$2,469.90	100%	$2,469.90	$0.00	$2,469.90
Total	**$9,783.93**		**$9,783.93**	**$7,314.03**	**$2,469.90**

RGV Reprographics, Inc.
519 S.Broadway
PO Box 1959
McAllen, TX 78505
USA

Voice: (956) 686-1525
Fax: (956) 686-1529

INVOICE

Invoice Number: 102509
Invoice Date: Mar 14, 2014
Page: 1

Bill To:
MATA - GARCIA ARCHITECTS, LLP 1314 Ivy Avenue McAllen, TX 78501 USA

Ship to:
ASK PO NUMBER 1314 Ivy Avenue McAllen, TX 78501 USA

Customer ID	Customer PO	Payment Terms	
MATA VIL		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	McAllen Vic		4/13/14

Quantity	Item	Description	Unit Price	Amount
11,720.00	2500A-01	586 original 20 each 8.5x11 Volume 1	0.05	586.00
40.00	2500C-01	2 original 20 each 11x17	0.17	6.80
20.00	2542-01	BINDING -SPECS	2.00	40.00
7,200.00	2500A-01	360 original 20 each 8.5x11 Volume 2	0.05	360.00
20.00	2542-01	BINDING -SPECS	2.00	40.00
38.00	3104-01	38 original 24x36 scan to pdf file	3.10	117.80
1.00	4781-01	CD DUPLICATION containing PDF	20.00	20.00
9,120.00	3200E-01	76 original 20 each 24x36	0.14	1,276.80
20.00	2543-01	BINDING -WIDE FORMAT	1.00	20.00
1.00	9915-01	DELIVERY CHARGE Zone 1	2.50	2.50
		Hidalgo County Precinct #4 Linn-San Manuel Emergency Services Facility		

Subtotal	2,469.90
Sales Tax	
Total Invoice Amount	2,469.90
Payment/Credit Applied	
TOTAL	2,469.90

Check/Credit Memo No:

Wednesday, Jun 25, 2014 04:48:53 p.m. CT

View Check Image

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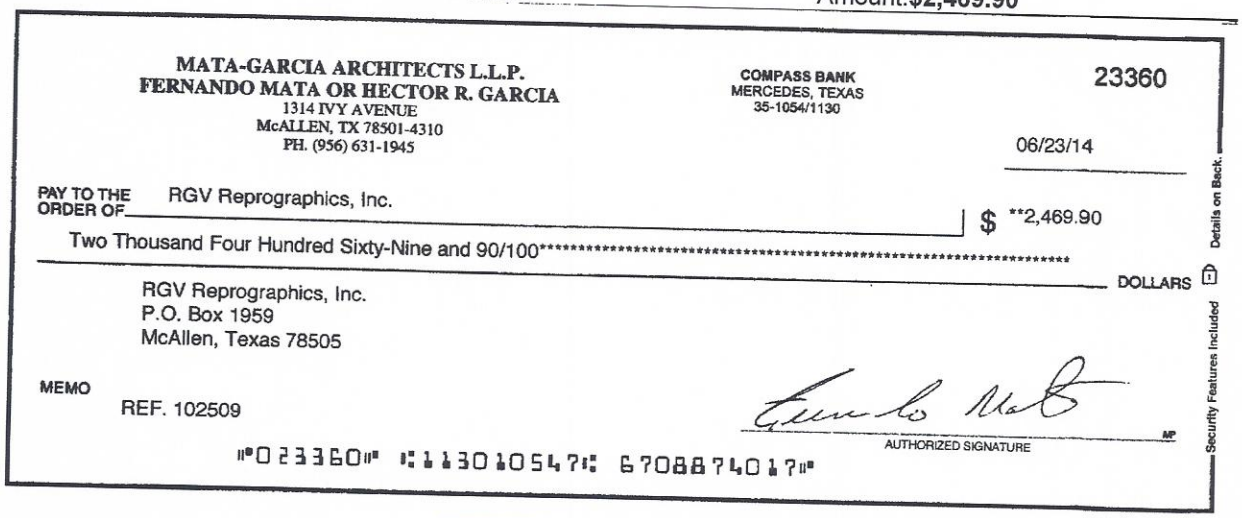
#23360 Date: **06/25** Amount:**$2,469.90**



MATA-GARCIA ARCHITECTS L.L.P.
FERNANDO MATA OR HECTOR R. GARCIA
1314 IVY AVENUE
McALLEN, TX 78501-4310
PH. (956) 631-1945

COMPASS BANK
MERCEDES, TEXAS
35-1054/1130

23360

06/23/14

PAY TO THE ORDER OF RGV Reprographics, Inc. $ **2,469.90

Two Thousand Four Hundred Sixty-Nine and 90/100********** DOLLARS

Details on Back. Security Features Included

RGV Reprographics, Inc.
P.O. Box 1959
McAllen, Texas 78505

MEMO REF. 102509

AUTHORIZED SIGNATURE

⑈023360⑈ ⑆113010547⑆ 670887401?⑈

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Wednesday, Jun 25, 2014 04:49:25 p.m. CT

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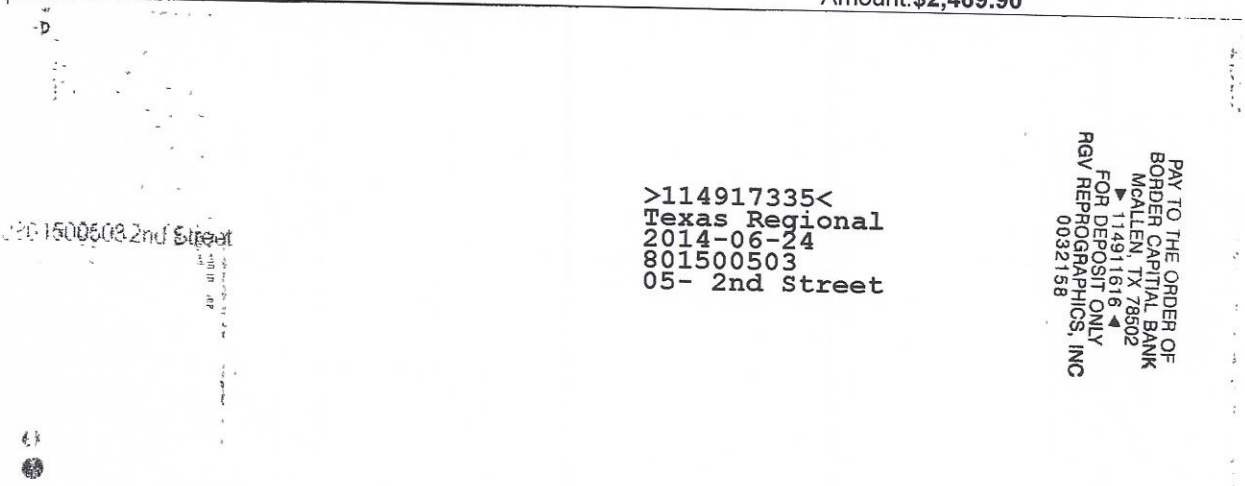
#23360 Date: **06/25** Amount:**$2,469.90**



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All other Account Questions and Support: 1-800-COMPASS (1-800-266-7277)

AI-45297 **Purchasing Department 7. D.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Raul Silguero Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of payment for Invoice # 3610 in the amount of $2,244.60 for professional services submitted by R. Gutierrez Engineering Corporation through Contract C-14-085-04-08 (WA#4) for the Pct. 2 Owassa Road project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-097-0-731

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

BUDGETARY IMPACT:

Funding Available through PO# 710283 in the amount of $2,244.60.

Attachments

Invoice#3610

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/02/2014 09:12 AM
Budget & Management	Debbie Tamez	07/02/2014 10:20 AM
Glinda Pacheco	Glinda Pacheco	07/02/2014 11:07 AM
Auditor's Office	Monica Badillo	07/03/2014 05:59 PM

Form Started By: Carlos Jasso Started On: 07/01/2014 03:42 PM

Final Approval Date: 07/03/2014

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2557 • (FAX) 956-782-2558
Engineering Firm F - 486 • Surveying Firm #101650-00

Invoice Number 3610
Date 6/27/2014
Due on receipt

Invoice

Hidalgo County Precinct No. 2
Hector "Tito" Palacios
300 W. Hall Acres
Suite G
Pharr, TX 78577

Project: Owassa Road (Cesar Chavez to Alamo)

Project No.: ENG14.104
Contract No.: C-14-085-04-08 (WA#4)
PO No. 710283

Const. Cost
% of Const. Cost
Billing Fee 24,938.00

Phase	*Phase Fee*	*% Complete*	*Fee Earned*	*Prior Billing*	*Current Fee*
Preliminary Engineering	12,469.00	100.00%	12,469.00	12,469.00	0.00
Design	7,482.00	60.00%	4,489.20	2,244.60	2,244.60
Construction	4,988.00	0.00%			0.00

PO # 710283
4-1200-431-00-122-097-0-731
Req # 257575

INVOICE RECEIVED BY: _____ ON 6/30/14
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 6/27/14

Balance Due **$2,244.60**

R. Gutierrez Engineering Corporation

Transmittal Form

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

FROM: Jaime Jaimez, Jr.
SUBJECT: Owassa Road (Cesar Chavez to Alamo)
PROJECT NO.: ENG14.104
DATE: June 27, 2014

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

___ BLUEPRINTS	X PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	6/27/2014	Invoice No. 3610
1	6/27/2014	Cover Letter
1	-	Plans (60% Complete)

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

HIDALGO COUNTY
PRECINCT NO. 2
2014 JUN 27 PM 4 53

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgec.net

R. Gutierrez Engineering Corporation
Texas Engineering Firm Number: F-486
Texas Surveying Firm Number: 101650-00

June 27, 2014

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Owassa Road (Cesar Chavez to Alamo) – Invoice
ENG14.104

Dear Commissioner Palacios:

Enclosed is an invoice for the work completed to date on the above referenced project. We are billing through 60% of the Design Phase. Enclosed is a copy of the plans for your records.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Enclosure(s)

cc: File

Purchase Order
COUNTY OF HIDALGO

PO# 710283

DATE: 06/11/14

PAGE NO: 1 of 1

PO TYPE:

VENDOR: 234443 REQ: 00257575

PHONE: (956)782-2557

Fax: (956)782-2558 EMAIL:

R. GUTIERREZ ENGINEERING CORPORATION
130 E. PARK AVENUE
PHARR TX 78577

SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT:

SITE: COMMISSIONER, PRECINCT 2

SPECIAL INSTRUCTIONS:

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for items ordered and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-14-085-04-08 EXP 04/07/2015		
		APPROVED THRU CC ON 05/27/2014		
1.00	EACH	CC WORK AUTHORIZATION #4 FOR OWASSA ROAD PROJECT	24,938.00	24,938.00
		TOTAL:		24,938.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		4-1200-431-00-122-097-0-731 24,938.00		

HIDALGO COUNTY
PRECINCT NO. 2
2014 JUN 12 PM 2 57

SCANNED
6/12/14

Authorized by: Martha L. Salazar

AI-45273 **Purchasing Department 7. E.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Raul Silguero Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Payment Application No. 3 in the amount of $105,041.03 for road and drainage construction submitted by RDH Site and Concrete, through Contract #C-13-250-01-14 for Pct 2 Rancho Blanco Road Project, and certified for payment by project engineer, R. Gutierrez Engineering Corporation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-086-0-731

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

BUDGETARY IMPACT:

Funding available through PO#703901 in the amount of $105,041.03

Attachments

Payment Application No. 3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/02/2014 09:11 AM
Budget & Management	Debbie Tamez	07/02/2014 09:49 AM
Glinda Pacheco	Glinda Pacheco	07/02/2014 11:26 AM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Carlos Jasso Started On: 06/30/2014 02:40 PM

Final Approval Date: 07/03/2014

APPLICATION FOR PMT #3

To: Hidalgo Count Precinct No. 2 (OWNER)
From: RDH Site & Concrete (CONTRACTOR)
Contract: C-13-250-01-14
Project: Road & Drainage Construction for Rancho Blanco Road
OWNER's Contract No. C-13-250-01-14
For Work accomplished through the date of: May 30, 2014

1.	Original Contract Price:		$ 297,936.11
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 11,919.00
3.	Current Contract Price (1 plus 2):		$ 309,855.11
4.	Total completed and stored to date:		$ 260,622.07
5.	Retainage (per Agreement):		
	5% of completed Work:	$ 13,031.10	
	5% of stored material:	$ -	
	Total Retainage:		$ 13,031.10
6.	Total completed and stored to date less retainage (4 minus 5):		$ 247,590.97
7.	Less previous Application for Payments:		$ (142,549.94)
8.	Balance to Finish:		$ 49,233.04
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		**$ 105,041.03**

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated June 24, 2014

RDH Site & Concrete
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 24TH day of June 2014

San Juanita Garcia
Notary Public
My Commission expires: February 8, 2017

NOTARY PUBLIC STATE OF TEXAS
SAN JUANITA GARCIA
My Commission Expires
February 8, 2017

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 6/24/2014

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: _____

INVOICE RECEIVED BY: _____ ON 6/24/14
GOODS/SERVICES RECEIVED BY: _____ ON 6/24/14

SAN JUANITA GARCIA
My Commission Expires
February 8, 2017

Contractor Name: RDH Site & Concrete
Starting Date: January 30, 2014
Project Ending Date: May 29, 2014
Engineer's / County Project Desc: Road & Drainage Construction for Rancho Blanco Road

Application: PMT #3
Application Date: May 1, 2014
Period To: May 30, 2014
Engineer's / County Project No.: ENG13.102

No.	Item Code	Description	Unit	Original Schedule Value: Original Rates	Original Schedule Value: Quan	Original Schedule Value: Dollars	Change Order #1 Revised Schedule Value: Revised Rates	Change Order #1 Revised Schedule Value: Quan	Change Order #1 Revised Schedule Value: Dollars	Change Order #2 Revised Schedule Value: Revised Rates	Change Order #2 Revised Schedule Value: Quan	Change Order #2 Revised Schedule Value: Dollars	Previous Applications: QTY	Previous Applications:	Previous Applications: Item Cost (Monthly)	Application #3: Monthly Quan	Application #3: QTY to Date	Application #3: Item Cost (Monthly)	Total To Date: Quan	Total To Date: Dollars	Balance To Finish: Quan	Balance To Finish: Dollars
		ROADWAY & DRAINAGE CONSTRUCTION																				
1	100	Excavation (Roadway)	CY	$ 15.00	595.00	$ 8,925.00	$ 15.00	595.00	$ 8,925.00	$ 15.00	595.00	$ 8,925.00	595.00		$ 8,925.00	-	-	$ -	595.00	$ 8,925.00	-	$ -
2	110	Embankment (Final) (Dens. Cont.) (Ty C)	CY	$ 15.00	475.00	$ 7,125.00	$ 15.00	475.00	$ 7,125.00	$ 15.00	475.00	$ 7,125.00	475.00		$ 7,125.00	-	-	$ -	475.00	$ 7,125.00	-	$ -
3	132	Cell Fiber Mulch Seeding (Temp)(Warm)	SY	$ 0.50	5,670.00	$ 2,835.00	$ 0.50	5,670.00	$ 2,835.00	$ 0.50	5,670.00	$ 2,835.00	-		$ -	-	-	$ -	-	$ -	5,670.00	$ 2,835.00
4	164	Cell Fiber Mulch Seeding (Perm)(Urban)(Clay)	SY	$ 0.50	5,670.00	$ 2,835.00	$ 0.50	5,670.00	$ 2,835.00	$ 0.50	5,670.00	$ 2,835.00	-		$ -	5,670.00	5,670.00	$ 2,835.00	5,670.00	$ 2,835.00	-	$ -
5	400	Vegetative Watering	MG	$ 10.52	190.00	$ 1,998.80	$ 10.52	190.00	$ 1,998.80	$ 10.52	190.00	$ 1,998.80	-		$ -	190.00	190.00	$ 1,998.80	190.00	$ 1,998.80	-	$ -
6	400	Flexible Base (Ty E) (Gr 4) (Final Position) (8")	CY	$ 28.94	1,800.00	$ 52,092.00	$ 28.94	1,800.00	$ 52,092.00	$ 28.94	1,800.00	$ 52,092.00	900.00		$ 26,046.00	900.00	900.00	$ 26,046.00	1,800.00	$ 52,092.00	-	$ -
7	402	Lime Treat (Existing Material) (Dens Cont) (6")	SY	$ 2.63	7,706.00	$ 20,272.04	$ 2.63	7,706.00	$ 20,272.04	$ 2.63	7,706.00	$ 20,272.04	3,600.00		$ 9,468.00	4,106.00	4,106.00	$ 10,804.04	7,706.00	$ 20,272.04	-	$ -
8	432	Lime (Slurry or Commercial Slurry)	TON	$ 233.84	124.00	$ 28,996.16	$ 233.84	124.00	$ 28,996.16	$ 233.84	124.00	$ 28,996.16	40.00		$ 9,353.60	84.00	84.00	$ 19,642.56	124.00	$ 28,996.16	-	$ -
9	432	Prime Coat (MC-30)	GAL	$ 3.00	2,116.00	$ 6,348.00	$ 3.00	2,116.00	$ 6,348.00	$ 3.00	2,116.00	$ 6,348.00	1,058.00		$ 3,174.00	1,058.00	1,058.00	$ 3,174.00	2,116.00	$ 6,348.00	-	$ -
10	462	Dense Graded Hot Mix Asphalt (Method) (Ty D) (2-inch)	TON	$ 100.00	773.00	$ 77,300.00	$ 100.00	773.00	$ 77,300.00	$ 100.00	773.00	$ 77,300.00	411.00		$ 41,100.00	-	-	$ -	411.00	$ 41,100.00	362.00	$ 36,200.00
11	462	RCP (CL III) (18") (SPL)	LF	$ 28.73	870.00	$ 24,995.10	$ 28.73	990.00	$ 28,442.70	$ 28.73	1,038.00	$ 29,821.74	819.00		$ 23,529.87	125.00	125.00	$ 3,591.25	944.00	$ 27,121.12	94.00	$ 2,700.62
12	462	Safety End Treatment (18") (6:1)	EA	$ 434.78	46.00	$ 19,999.88	$ 434.78	54.00	$ 23,478.12	$ 434.78	58.00	$ 25,217.24	12.00		$ 5,217.36	38.00	38.00	$ 16,521.64	50.00	$ 21,739.00	8.00	$ 3,478.24
13	464	Barricades, Signs & Traffic Handling	MO	$ 1,000.00	3.00	$ 3,000.00	$ 1,000.00	3.00	$ 3,000.00	$ 1,000.00	3.00	$ 3,000.00	2.00		$ 2,000.00	1.00	1.00	$ 1,000.00	3.00	$ 3,000.00	-	$ -
14	464	Construction Exits (Ty II)(Install)	SY	$ 5.95	168.00	$ 999.60	$ 5.95	168.00	$ 999.60	$ 5.95	168.00	$ 999.60	-		$ -	-	-	$ -	-	$ -	168.00	$ 999.60
15	464	Construction Exits (Remove)	SY	$ 5.95	168.00	$ 999.60	$ 5.95	168.00	$ 999.60	$ 5.95	168.00	$ 999.60	-		$ -	-	-	$ -	-	$ -	168.00	$ 999.60
16	464	Temp Sediment Control Fence	LF	$ 2.50	400.00	$ 1,000.00	$ 2.50	400.00	$ 1,000.00	$ 2.50	400.00	$ 1,000.00	-		$ -	36.00	36.00	$ 90.00	36.00	$ 90.00	364.00	$ 910.00
17	464	Driveways (Asphalt Concrete Pavement)	SY	$ 15.00	383.00	$ 5,745.00	$ 15.00	463.00	$ 6,945.00	$ 15.00	508.00	$ 7,620.00	134.00		$ 2,010.00	374.00	374.00	$ 5,610.00	508.00	$ 7,620.00	-	$ -
18	464	Turnouts (Asphalt Concrete Pavement)	SY	$ 15.00	144.00	$ 2,160.00	$ 15.00	144.00	$ 2,160.00	$ 15.00	144.00	$ 2,160.00	72.00		$ 1,080.00	28.00	28.00	$ 420.00	100.00	$ 1,500.00	44.00	$ 660.00
19	465	Driveways (Concrete)	SY	$ 40.00	52.00	$ 2,080.00	$ 40.00	52.00	$ 2,080.00	$ 40.00	52.00	$ 2,080.00	26.00		$ 1,040.00	26.00	26.00	$ 1,040.00	52.00	$ 2,080.00	-	$ -
20	485	Mailbox Installation (Single)	EA	$ 50.00	9.00	$ 450.00	$ 50.00	9.00	$ 450.00	$ 50.00	9.00	$ 450.00	-		$ -	8.00	8.00	$ 400.00	8.00	$ 400.00	1.00	$ 50.00
21	506	Mailbox Installation (Brick)	EA	$ 199.99	2.00	$ 399.98	$ 199.99	2.00	$ 399.98	$ 199.99	2.00	$ 399.98	-		$ -	-	-	$ -	-	$ -	2.00	$ 399.98
22	4035	Ins Sm Rd Sn Sup & Assem Ty S80 (1) SA(T)	EA	$ 500.00	6.00	$ 3,000.00	$ 500.00	6.00	$ 3,000.00	$ 500.00	6.00	$ 3,000.00	-		$ -	6.00	6.00	$ 3,000.00	6.00	$ 3,000.00	-	$ -
23	4035	Refl Pav Mrk Ty I (Y) (4") (Skl) (100 Mil)	LF	$ 5.00	200.00	$ 1,000.00	$ 5.00	200.00	$ 1,000.00	$ 5.00	200.00	$ 1,000.00	-		$ -	200.00	200.00	$ 1,000.00	200.00	$ 1,000.00	-	$ -
24	4061	Refl Pav Mrk Ty I (Y) (4") (Bkn) (100 Mil)	LF	$ 5.00	630.00	$ 3,150.00	$ 5.00	630.00	$ 3,150.00	$ 5.00	630.00	$ 3,150.00	-		$ -	630.00	630.00	$ 3,150.00	630.00	$ 3,150.00	-	$ -
25	110	Refl Pav Mrk (Ty II A-A)	EA	$ 5.00	52.00	$ 260.00	$ 5.00	52.00	$ 260.00	$ 5.00	52.00	$ 260.00	-		$ -	52.00	52.00	$ 260.00	52.00	$ 260.00	-	$ -
26	110	TRIAX GEOGRID (TX 5)	SY	$ 2.47	8,085.00	$ 19,969.95	$ 2.47	8,085.00	$ 19,969.95	$ 2.47	8,085.00	$ 19,969.95	4,042.00		$ 9,983.74	4,043.00	4,043.00	$ 9,986.21	8,085.00	$ 19,969.95	-	$ -
		TOTAL BASE AMOUNTS:				$ 297,936.11			$ 306,061.95			$ 309,855.11			$ 150,052.57			$ 110,569.50		$ 260,622.07		$ 49,233.04

Printed Name: Javier Gutierrez
Signature:
Date:

Schedule of Values

Contractor Name: RDH Site & Concrete

Starting Date: January 30, 2014

Project Ending Date: May 29, 2014

Retainage Percent: 5%

Application: PMT #3

Application Date: June 24, 2014

Period To: May 30, 2014

Engineer Firm R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-13-250-01-14	Road & Drainage Construction for Rancho Blanco Road	$ 297,936.11	$ 308,061.95	$ 309,855.11	$ 45,546.51	$ 2,277.33	$ 43,269.18	$ 104,506.06	$ 5,225.30	$ 99,280.76	$ 110,569.50	$ 5,528.48	$ 105,041.02	$ 260,622.07	$ 13,031.11	$ 247,590.96	$ 142,549.94	$ 49,233.04
	TOTALS:	$ 297,936.11	$ 308,061.95	$ 309,855.11	$ 45,546.51	$ 2,277.33	$ 43,269.18	$ 104,506.06	$ 5,225.30	$ 99,280.76	$ 110,569.50	$ 5,528.48	$ 105,041.02	$ 260,622.07	$ 13,031.11	$ 247,590.96	$ 142,549.94	$ 49,233.04

AI-45184 **Purchasing Department 7. F.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Hon. R.Reyna-206 St.Dist.Crt. Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

206th District Court:

Requesting authority to purchase maintenance services renewal through a purchase order (company's response as to acceptance of county purchase order only and no executed agreement) with RICOH USA through requisition #258558 at $375.00 per year-effective 8/6/2014 - 8/5/2015.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-412-00-004-001-0-432

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

BUDGETARY IMPACT:

Funds available through Req#258558.

Attachments

Requisition

Quote

Vendor's response

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/30/2014 03:52 PM
Budget & Management	Debbie Tamez	07/01/2014 10:32 AM
Glinda Pacheco	Glinda Pacheco	07/02/2014 11:38 AM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Matilde Faz Started On: 06/23/2014 02:48 PM

Final Approval Date: 07/03/2014

Requisition

Req # 00258558

PO #

Date: 06/12/14

Consent #45184 7/8/14

Bill To: x
x

Vendor : 211567
GE CAPITAL INFORMATION TECHNOLOGY SO
RICOH AMERICAS CORPORATION
P.O. BOX 650073
DALLAS TX 75265

Ship To: 206TH DISTRICT COURT
100 N CLOSNER, 2ND FL
EDINBURG TX 78539

Contact: **Delma G. Silva**
956-318-2265

Contract No:

Special Instructions:
18

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PLEASE RETURN ORIGINAL PO To COURT DO NOT DUPLICATE ORDER		
1.00	YEAR	OM Renewal Maintenance Service for 206th District Court for copy machine - Account #2128841; Contract #2831952; Make Model - RICOH MPC2050; Serial C14071033; Coverage 8x5x2 Gold; Coverage Description: Labor, Parts, Toner, Staples; Base Charge $375.00/YR; Base Billing 12 months; Meter Name: Black and White Coler; Included Images 30000; Overages Costs: 0.0133 Black and White, 0.0958 Color	375.00	375.00
		Period of Service: August 6, 2014 to August 5, 2015		
		Account No	Encumbrance	
		4-1100-412-00-004-001-0-432	375.00	
			Freight	.00
			Total	375.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

RICOH

RICOH USA, INC.
Ricoh USA, Inc. Contract Renew
820 GEARS RD
HOUSTON, TX 77067-4416

Account #: 2128841
Contract #: 2831952

ATTN: PURCHASING DEPARTMENT
HIDALGO COUNTY
100 N CLOSNER BLVD FL 3
EDINBURG, TX 78539-3523

Seq#: 000002

RECEIVED
JUN 11 2014
BY: SEH

Re: Purchase Order Request
P.O. #: 695668

30 May, 2014

Dear Ricoh Customer:

It is our pleasure to service your equipment under our existing annual maintenance agreement program. We understand that your organization requires a purchase order for the renewal of this agreement.

To ensure prompt processing of your purchase order please include the below information. In using the attached price and coverage schedule to determine your frequency a 1 indicates monthly billing, 3 indicates quarterly billing and 12 indicates annual billing.

- Total price including taxes and overage amount
- Purchase order coverage dates
- Covered serial numbers and/or equipment ID numbers
- Equipment product coverage (Bronze, Silver or Gold)
- Billing frequency

To ensure uninterrupted service, please send us your purchase order to the above address. You can also fax your purchase order to 866-850-2267 or e-mail it to HouRenewal@ricoh-usa.com.

Receipt of this purchase order and the resulting renewal will extend your existing maintenance agreement (on its current terms and conditions) for an additional annual period at the rates set forth in the attached price and coverage schedule.

Our goal is to provide you with maintenance service that meets your needs. We appreciate your business and look forward to continuing to serve you. Should you have any questions or concerns, please do not hesitate to call me at 888-456-6457 Ext.40154.

Sincerely,

Darlynn Joy Christie
Ricoh Contract Renewals
888-456-6457 Ext.40154

Price and Coverage Schedule

RICOH

Contract Number: 2831952

Period of Service: 06-Aug-2014 To 05-Aug-2015

Customer Name: HIDALGO COUNTY

RECEIVED
JUN 11 2014
BY: SEH

Make Model	Serial	Equip ID#	Coverage	Coverage Description	Base Charge ($)	Base Billing Freq. (Mon)	Meter Name	Included Images	Additional Image Cost ($)	Usage Billing Freq. (Mon)	Customer Contact
RICOH MPC2050	C14071033	11803213	8x5x2 Gold	Labor, Parts, Toner, Staples	375.00	12	BLACK AND WHITE	30000	0.0133	12	DELMA SILVA
							COLOR	-	0.0958	12	

Do you mean will we accept a p.o. only, as opposed to signing the contract? YES, that's the easiest way for a municipality to get a contract done. Thanks

Nancy Reed
Contract Sales for Texas & Great Plains
RICOH USA
1516 W. 17th St, Ste 103
Tempe, AZ 85281
Phone 888 456-6457, enter 1, then 50003
RightFax 480 379-8739
nancy.reed@ricoh-usa.com

From: "Delma" <delma.silva@co.hidalgo.tx.us>
To: <Nancy.Reed@ricoh-usa.com>
Cc: "'Matilde Faz'" <matilde.faz@co.hidalgo.tx.us>
Date: 07/13/2012 10:48 AM
Subject: FW: maintenance agreement

Please see the attached email from Mati at purchasing. Please advise me that you wish to do?

Delma G. Silva
Court Coordinator
Judge Rose G. Reyna
206th District Court
P.O. Box 215
Edinburg, Texas 78539
(956)318-2265 Office
delma.silva@co.hidalgo.tx.us

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Friday, July 13, 2012 11:49 AM
To: 'Delma'
Subject: RE: maintenance agreement

Hi, Ms. Delma

I can tell you right now that this agreement will not be approved by legal and easy to modify. It is lacking:
30 day payment clause;
Indemnification needs to be deleted;
Governing law is in New Jersey;

Can you find out from IKON if they will accept a PO only?
Let me know before we attempt to send to legal.

AI-45190 **Purchasing Department 7. G.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the **FOURTH (4TH) YEAR** of the nine (9)-one (1) year options to extend/renew provided in the current contract for:**"LEASE OF TOWER SPACES"** in connection to the Lease Agreements (detailed below) for Hidalgo County Sheriff's Office & Division of Emergency Services, under the rates as specified in the agreement (on a per annual price breakdown for every additional year), same terms and conditions, effective 08/03/14.

a. E-13-247-07-30 (C-10-043-08-03) - SBA TOWERS IV, LLC - LA JOYA TOWER SITE
b. E-13-247A-07-30 (C-10-044-08-03) - O.E. INVESTMENTS, LTD - WESLACO TOWER SITE

BACKGROUND

Extension/Renewal - OEI (WESLACO TOWER SITE)
Extension/Renewal - SBA (LA JOYA TOWER SITE)

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-421-00-280-083-0-441

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

BUDGETARY IMPACT:

Available balance as of 7-3-14 $25,587.09

Attachments

Extension - SBA - (La Joya Tower Site)

Extension - OEI - (Weslaco Tower Site)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/30/2014 03:53 PM
Budget & Management	Debbie Tamez	07/01/2014 10:28 AM
Manuel Chapa	Manuel Chapa	07/03/2014 04:55 PM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Letty Saenz Started On: 06/23/2014 04:17 PM

Final Approval Date: 07/03/2014

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 24, 2014

Rhonda Kranick, Site Admin. Specialist
SBA TOWERS IV, LLC
5900 Broken Sound Parkway NW
Boca Raton, Florida 33487
P (888) 950-7483 / (561) 226-9235
F (561)-322-2883

via email rkranick@sbasite.com

Re: ***Renewal/Extensions for the following: E-13-247-07-30 (C-10-043-08-03) LA JOYA TOWER SPACE-HIDALGO COUNTY SHERIFF'S OFFICE/ EMERGENCY SERVICES DIVISION***

Dear Ms. Kranick:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **FOURTH (4th) YEAR** of the additional nine (9) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: _____
SBA Towers IV, LLC Authorized Signature

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Letidia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

INITIAL CONTRACT TERM - SBA - LA JOYA TOWER SITE

INITIAL CONTRACT #C-10-043-08-03 - OE INVESTMENTS (APPROVED BY CC ON 08/03/10)
FIRST INITIAL TERM - ONE (1) YEAR - $ 2,700.00 PER MONTH
COMMENCED, 08/03/2010, EXPIRED, 08/02/11

EXTENSION / RENEWAL TERMS

CONTRACT # E-11-215-07-26 (C-10-044-08-03) - OE INVESTMENTS (APPROVED BY CC ON 07/26/11)
FIRST (1ST) YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS - $ 2,835.00 PER MONTH
COMMENCED, 08/03/11, EXPIRED, 08/02/12

CONTRACT # E-12-205-07-31 (C-10-044-08-03) - OE INVESTMENTS (APPROVED BY CC ON 07/31/12)
SECOND (2ND) YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS -$ 2,977.00 PER MONTH
COMMENCED, 08/03/12, EXPIRES, 08/02/13
***Note: Amendment-New Bill of Sale/New Owner with SBA TOWERS IV, LLC (Approved by CC on 01/22/13), under the same terms and conditions.

CONTRACT # E-12-205-07-31 (C-10-044-08-03) - SBA TWRS IV, LLC (APPROVED BY CC ON 07/30/13)
THIRD (3RD) YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS -$ 3,126.00 PER MONTH
COMMENCED, 08/03/13, EXPIRES, 08/02/14

*** (PENDING CC APPROVAL ON 07/08/14) *SBA TOWERS IV, LLC*
FOURTH (4TH) YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS -$ 3,282.00 PER MONTH
COMMENCES, 08/03/14, EXPIRES, 08/02/15

SBA TOWERS IV, LLC
FIFTH (5TH) YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS -$ 3,446.00 PER MONTH
COMMENCES, 08/03/15, EXPIRES, 08/02/16

SBA TOWERS IV, LLC
SIXTH (6TH) YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS -$ 3,618.00 PER MONTH
COMMENCES, 08/03/16, EXPIRES, 08/02/17

SBA TOWERS IV, LLC
SEVENTH (7TH) YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS -$ 3,799.00 PER MONTH
COMMENCES, 08/03/17, EXPIRES, 08/02/18

SBA TOWERS IV, LLC
EIGTH (8TH) YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS -$ 3,989.00 PER MONTH
COMMENCES, 08/03/17, EXPIRES, 08/02/18

SBA TOWERS IV, LLC
NINTH (9TH) & FINAL YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS - $ 4,188.00 PER MONTH
COMMENCES, 08/03/18, EXPIRES, 08/02/19

ACORD

CERTIFICATE OF LIABILITY INSURANCE

SBACO-1 OP ID: NC

DATE (MM/DD/YYYY) 03/13/2014

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).

RECEIVED MAR 19 2014 BY

PRODUCER
Henderson Brothers, Inc.
920 Ft Duquesne Blvd
Pittsburgh, PA 15222
Clem J. Wandrisco, III

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co	25674
INSURER B : The Charter Oak Fire Ins. Co.	25615
INSURER C : St Paul Fire & Marine Ins Co	24767
INSURER D : Illinois Union Insurance Compa	
INSURER E :	
INSURER F :	

INSURED
SBA Communications Corporation
Thomas Hunt, Esquire
5900 NW Broken Sound Parkway
Boca Raton, FL 33487

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 X $100,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		TJEXGL474M813814	03/15/2014	03/15/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	900,000 900,000 N/A 900,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X $5000 COMP X $5000 COLL			TJCAP474M814A14	03/15/2014	03/15/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $	1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ZUP15N3740514NF	03/15/2014	03/15/2015	EACH OCCURRENCE AGGREGATE	$ $	25,000,000 25,000,000
B A	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		TC20UB475M437814 (AOS) TRJUB475M438A14	03/15/2014 03/15/2014	03/15/2015 03/15/2015	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
D	PROFESSIONAL POLLUTION			COOG24541800004	03/15/2014	03/15/2015	CLAIM/AGG SIR		5,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
For Reference Only: 41600 Highway 83 La Joya, Texas 78560. 176 S. Milanos Weslaco, TX 78596 TX15151-A-03

CERTIFICATE HOLDER

TX15151

County of Hidalgo
2812 S. 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

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NAMED INSUREDS:
SBA COMMUNICATION CORPORATION
SBA NETWORK SERVICES, LLC
SBA DAS HOLDINGS, LLC
SBA DEPOSITOR LLC
SBA GUARANTOR LLC
SBA HOLDINGS LLC
SBA INFRASTRUCTURE, LLC
SBA LAND, LLC FKA TCO LAND LLC
SBA MONARCH TOWERS I, LLC
SBA MONARCH TOWERS III, LLC
SBA MONARCH STEEL, LLC
SBA NETWORK MANAGEMENT, INC.
SBA PUERTO RICO, LLC
SBA SENIOR FINANCE II LLC
SBA SENIOR FINANCE LLC
SBA SITE MANAGEMENT, LLC
SBA SITES, LLC

SBA STEEL LLC
SBA STEEL II, LLC
SBA STRUCTURES LLC
SBA TELECOMMUNICATIONS, LLC
SBA TOWERS II LLC
SBA TOWERS III LLC
SBA TOWERS IV, LLC
SBA TOWERS V, LLC
SBA TOWERS USVI, INC.
SBA TOWERS, LLC
SITEXCELL VENTURES LLC
STC TOWER DEVELOPMENT ACQUISITION 2012, LLC
SUFFOLK WIRELESS ACQUISITION 2012, LLC
XCELL TOWERS ACQUISITION 2012 LLC
ATLAS TOWERS ACQUISITION 2011, LLC
SBA 2012 TC ASSETS, LLC

SBA 2012 TC ASSETS LAND, LLC
SBA 2012 TC ASSETS PR, LLC
SBA 2012 TC HOLDINGS, LLC
SBA 2012 TC LAND II, LLC
SBA DAS, LLC
SBA PROPERTIES, LLC
COLLIER ENTERPRISES II LLC
DATAPATH DEVELOPMENT TOWERS, LLC
MERCURY TOWERS ACQUISITION 2013, LLC
SBA GC HOLDINGS, LLC
SBA GC PARENT I, LLC
SBA GC PARENT II, LLC
SBA GC TOWERS LLC
SBA HQ, LLC
TOWER FUNDING, LLC

E-13-247-07-30

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 11, 2013

Rhonda Kranick, Site Admin. Specialist via email rkranick@sbasite.com
SBA TOWERS IV, LLC
5900 Broken Sound Parkway NW
Boca Raton, Florida 33487
Ph. 1 (888) 950-7483 / (561) 226-9235 Facsimile (561)-322-2883

Re: E-12-205-07-31 (C-10-043-08-03) -LA JOYA TOWER SPACE-HIDALGO COUNTY SHERIFF'S / EMERGENCY DIVISION.

Dear Ms. Kranick:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **(THIRD 3RD YEAR)** of the additional nine (9) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Alyssa Houlihan Director of Leasing Date: 7-26-13
SBA Towers IV, ~~LLC~~ Authorized Signature

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

SBACO-1 OP ID: NC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/15/13

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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 Henderson Brothers, Inc. 920 Ft Duquesne Blvd Pittsburgh, PA 15222 Clem J. Wandrisco, III 412-261-1842 412-261-4149	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED SBA Communications Corporation Thomas Hunt, Esquire 5900 NW Broken Sound Parkway Boca Raton, FL 33487	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Co INSURER B : The Phoenix Insurance Company INSURER C : St Paul Fire & Marine Ins Co — 24767 INSURER D : Illinois Union Insurance Compa 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 X $100,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			TJEXGL474M813813	03/15/13	03/15/14	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 N/A 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X $500 COMP X $500 COLL			TJCAP474M814A13	03/15/13	03/15/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ZUP15N3740513NF	03/15/13	03/15/14	EACH OCCURRENCE AGGREGATE	$ $	25,000,000 25,000,000
B A	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			TC2NUB475M437813 (AOS) TRJUB475M438A13	03/15/13 03/15/13	03/15/14 03/15/14	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
D	PROFESSIONAL POLLUTION			COOG24541800003	03/15/13	03/15/14	CLAIM/AGG SIR		5,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Site ID: TX15151-A

CERTIFICATE HOLDER

COUNTYO

County of Hidalgo
2812 S. Bus. Hwy 281
Edinburg, TX 76539

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
Clem J. Wandrisco, III

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NAMED INSUREDS:
SBA COMMUNICATION CORPORATION
SBA NETWORK SERVICES, LLC
SBA DAS HOLDINGS, LLC
SBA DEPOSITOR LLC
SBA GUARANTOR LLC
SBA HOLDINGS LLC
SBA INFRASTRUCTURE, LLC
SBA LAND, LLC FKA TCO LAND LLC
SBA MONARCH ACQUISITION, LLC
SBA MONARCH TOWERS I, LLC
SBA MONARCH TOWERS III, LLC
SBA MONARCH STEEL, LLC
SBA NETWORK MANAGEMENT, INC.
SBA PUERTO RICO, INC.
SBA SENIOR FINANCE II LLC
SBA SENIOR FINANCE LLC
SBA SITE MANAGEMENT, LLC
SBA SITES, LLC

SBA STEEL LLC
SBA STEEL II, LLC
SBA STRUCTURES LLC
SBA TELECOMMUNICATIONS, LLC
SBA TOWERS II LLC
SBA TOWERS III LLC
SBA TOWERS IV, LLC
SBA TOWERS V, LLC
SBA TOWERS USVI, INC.
SBA TOWERS USVI II INC.
SBA TOWERS, LLC
SITEXCELL VENTURES LLC
STC TOWER DEVELOPMENT ACQUISITION 2012, LLC
SUFFOLK WIRELESS ACQUISITION 2012, LLC
XCELL TOWERS ACQUISITION 2012 LLC
ATLAS TOWERS ACQUISITION 2011, LLC
SBA 2012 TC, LLC
SBA 2012 TC ACQUISITION, LLC
SBA 2012 TC ASSETS, LLC

SBA 2012 TC ASSETS LAND, LLC
SBA 2012 TC ASSETS PR, LLC
SBA 2012 TC HOLDINGS, LLC
DATAPATH DEVELOPMENT TOWERS, LLC
SBA DAS, LLC

AGENDA
CC CONSENT
COMMISSIONERS' COURT
August 13, 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. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote to approve the Consent Agenda with No Concerns..
Vote: 5 - 0

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 - Pct. #1 BCAP (1312)

   B. 2013 - Pct. 2 Adm. (1200)

   C. 2013 - Pct. 2 Sanitation (1100)

   D. 2013 - Pct. 2 Sanitation (1100)

   E. 2013 - Pct. 2 CRC S. Tower (1100)

   F. 2013 - Pct. 4 ADM (1200)

C. Fire Marshal:
Discussion, consideration, and approval of certifications in the amount of $425.00 to the Texas Commission on Fire Protection for Deputy Fire Marshal Rolando Casas, Deputy Fire Marshal Eric Sanchez, and Auxiliary Deputy Fire Marshal Victor Ramirez (Req#241077) with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

D. Fire Marshal:
Discussion, consideration, and approval of membership dues in the amount of $165.00 for National Fire Protection Association for Fire Marshal Juan Martinez. Renewal thru 8/31/14 (Requisition #241286) with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

7. Urban County:

A. Request approval to enter into three (3) "Homebuyer Assistance Program" Contracts under the HOME Program.

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

8. Budget & Management:

A. 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 07/16-31/2013 in the amount of $ 31,163.79 and requesting approval of wire transfer.

9. Purchasing Dept:

Notes:
A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County (all funding sources, programs & entities)- "Mailing Services"- through RFB No.: 2013-203-00-00-SGS including the re-advertising of project in the event no Bid responses are received and/or are rejected and project is still required.

J. Approval of clarification to effective dates indicated under AI#39684 (approved by CC 07-30-13) in connection to extensions/renewals as (set forth below);

1. Requesting authority to exercise the THIRD (3RD) YEAR of the nine (9)-one (1) year options to extend/renew provided in the current contract for:"LEASE OF TOWER SPACE" in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions, **effective 08/03/13 and not 08/03/12 as captioned on agenda.**

a. E-12-205-07-31 (C-10-043-08-03) - SBA TOWERS IV, LLC - LA JOYA TOWER SITE
b. E-12-205A-07-31 (C-10-044-08-03) - O.E. INVESTMENTS, LTD - WESLACO TOWER SITE

2. Requesting authority to exercise the SECOND (2ND) YEAR & FINAL of the additional two (2) one (1) year options to extend/renew provided in the current contract for:"COMMISSARY SUPPLIES" in connection the Contracts (detailed below) for Hidalgo County Sheriff's Office, under the same rates, terms and conditions, **effective 08/19/13 and not 08/03/12 as captioned on agenda.**

a. E-12-214-08-14 (C-11-083-08-16) - CENTRIC GROUP, LLC d/b/a KEEFE SUPPLY COMPANY
b. E-12-214A-08-14 (C-11-083A-08-16) - RENE LUCIO d/b/a R & R DISTRIBUTING

K. Pct. 2 Requesting approval of payment for Invoice #20131608 in the amount of $10,865.02 for professional services submitted by TEDSI Infrastructure Group, Contract C-12-119-07-31 (WA#2) for the Dicker Road project.

L. 1. Requesting acceptance and approval of payment-Inv. #7843-$14,862.56 submitted-L&G Engineering Laboratory, LLC, under (WA# 1 - PO#693757) in connection to: “Geo Technical Services” for projects located within Hidalgo County Precinct No. 4 (on an as needed basis) under Cont.#C-12-225-11-06-PROJECT: SUNFLOWER PARK RECREATIONAL FACILITY IMPROVEMENT at PRECINCT 4;

2. Requesting acceptance and approval of payment-Inv. #13-7-000009-$278.61 submitted by L&G Engineering Laboratory, LLC, under (WA#3 - PO# 694431) in connection to:"Construction Material Testing Services" for projects located within Hidalgo County Precinct No. 4 (on an as needed basis) under Con. #C-12-122-06-12-PROJECT-"M" ROAD MOTOR POOL for PRECINCT 4;

3. Requesting acceptance and approval of payment-Inv. #11324494-$27,749.60 submitted by L&G Consulting Engineers, Inc. in connection to Cont.#C-12-126-10-16 (WA#1-PO#688820) for:"JOB SPECIFIC PROJECT"-Extension of 10th Street (SH 107 to FM 1925)" located in Hidalgo County Precinct No. 4;

AGENDA
CC CONSENT
COMMISSIONERS' COURT
MEETING
July 30, 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.

APPROVED

On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve all items on the Consent Agenda, with the exception of item 5.D.
Vote: 4 - 0

NO ACTION taken on item 5.D.

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 - District Clerk (1100)

   B. 2013 - Health & Human Services Dept. (1293)

   C. 2013 - County Court @ Law #3 / Probate Court (1100)

   D. 2013 - Elections (1100)

   E. 2013 - Hidalgo County Sheriff's Office (1100)

B. Sheriffs Dept.:
Requesting approval to pay 2013 membership dues for Commander Daniel Garcia & Lt. Jose R. Vasquez to the Texas Jail Association for the total amount of $30.00 each with requisition # 240269, with the authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

10. Urban County:

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

B. Request approval to enter into two (2) "Homebuyer Assistance Program" Contracts under the HOME Program.

11. Auditor's Office:

A. 1. Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Reports for the Months of May and June 2013.

2. Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

12. Purchasing Dept:
Notes:
A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Approval of the sixty (60) grace period extension as provided under Exhibits B-1-Requirements and B-2-Evaluations included in Amendment to Contract#C-11-117-08-02 with Godinez Communications.

B. Pct. 2 Requesting approval of payment for Invoice # R023655 in the amount of $32,000.00 and Invoice# R123655 in the amount of $31,504.55 for professional services submitted by Raba Kistner Inc., C-12-212-09-11 for the Tower Road Project.

C. **(I.T.) Information Technology:**
Requesting authority to purchase the continuation of the technical support maintenance services through our membership/participation with (DIR) Department of Information Resources with Calence, LLC, dba, Insight Networking Contract #DIR-SDD-1369 in the amount of $54,704.18 through a purchase order with company's response as to acceptance of purchase order not executed agreement, through requisition #238126.

D. Approval of clarification request (for record purposes only of AI#39294-approved by CC on 06/25/13) to stipulate that the amount on Pay App #7 as submitted by Holchemont, Inc., has been corrected (pursuant to the County Auditor's Office review and processing procedures) to $93,252.90 including the signing and certification by the architect, Alcocer Garcia Associates, Inc. in connection with Contract #C-12-028-07-24.

E. 1. Requesting authority to exercise the THIRD (3RD) YEAR of the nine (9)-one (1) year options to extend/renew provided in the current contract for:"LEASE OF TOWER SPACE" in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions, effective 08/03/12.

a. E-12-205-07-31 (C-10-043-08-03) - SBA TOWERS IV, LLC - LA JOYA TOWER SITE
b. E-12-205A-07-31 (C-10-044-08-03) - O.E. INVESTMENTS, LTD - WESLACO TOWER SITE
2. Authority to exercise the SECOND (2ND) YEAR & FINAL of the additional two (2) one (1) year options to extend/renew provided in the current contract for:"COMMISSARY SUPPLIES" in connection the Contracts (detailed below) for Hidalgo County Sheriff's Office, under the same rates, terms and conditions, effective 08/19/12.

a. E-12-214-08-14 (C-11-083-08-16) - CENTRIC GROUP, LLC d/b/a KEEFE SUPPLY COMPANY
b. E-12-214A-08-14 (C-11-083A-08-16) - RENE LUCIO d/b/a R & R DISTRIBUTING

F. Requesting authority to exercise the second, one (1) year extension as provided in the contract #C-11-126-08-16 for "Purchase and Disposal of Air Conditioning Units" for Hidalgo County -Community Service Agency under the same rates, terms, and conditions renewal/extension effective August 16, 2013 through August 15, 2014.

G. Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for BCAP Drainage Spillway Construction for Hoehn Drive Subdivision a Pct 4 BCAP project.

H. Acceptance and approval of Request for Payment Application No. 8 in the amount of $47,183.44 as submitted by Holchemont, LTD., awarded vendor for the "Construction Of A New Constable Building Precinct One Offices" and as certified for 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 Count Auditor's review and processing procedures are completed.

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
January 22, 2013
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR 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.

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. **Open Forum**
-Virginia Townsend requested the Court to change the meeting times, disagreed with the various increases in departments, expressed concerns/clarifications with the vendor Dannenbaum.
-Fern McClaugherty expressed concerns on setting of salaries for various positions and Step & Grade.
-Opal Billman expressed concerns with fraud pertaining to her property and her false imprisonment.

6. **Budget & Management - Sergio Cruz:**

A. Discussion, consideration, and possible action on proposed policy restricting salary schedule changes after budget adoption proceedings.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval with the exception of the District Attorney's Office Professional Personnel and other departments that the Court does not set their Budget, subject to legal review.

Vote: 5 - 0 - Unanimously

b. Approval of salary schedule(s).

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote to approve items 22.B.3.a.1-6 & b.

Vote: 5 - 0 - Unanimously

23. Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

2. Presentation for discussion, consideration and action

Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

NO ACTION taken on items 23.A.1 & 2.a, b & c.

3. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (6) any land or right-of-way;

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve the exemption.
Vote: 4 - 0 - Unanimously

a. Approval to enter into a lease agreement (subject to legal's final review) between Hidalgo County and Joe E. Garcia for the purpose of housing the "Lease of Office Space in the City of Edinburg to House the 430th District

shall include the listing of at least three (3) potential suppliers, together with verbal or telephone quotations from such suppliers. Vendors who are locate throughout the County and state should be contacted. A record of all quotations (written or taken by telephone) shall be maintained. The list of vendors contacted should be rotated so hat over time, all vendors are contacted approximately equally.;

2. Article 8.03 Purchases Between $5,000.01 and $25,0000.00:

8.03.01 An authorized person shall compelte a Form HCPD-01 which shall include the listing of at least three (3) potentional suppliers. Vendors who are located throughout the County and state should be contacted. A record of all the quotations shall be maintained. The list of cndors contacted should be rotated so that over time, all venodrs are contacted approximately equally.

d. Unless the Purchasing Agent determines and states in writing that the required three (3) verbal, telephone or written quotations could not be obtained and that due diligence was attempted and demonstrated by the department(s).

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote to approve items 23.D.1.c.

Vote: 3 - 0 - Unanimously

E. Sheriff's Office

1. Presentation by (awarded vendor) O. E. INVESTMENTS, LTD on acquisition of company in connection to contract #E-12-205-07-31 (LA JOYA TOWER SITE) as of (August 16, 2012 pursuant to date of Bill of Sale) by "SBA TOWERS IV, LLC.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

F. Co. Wide

1. Approval to re-assign an evaluation committee member under the new Commissioner for Pct. 1 for the purpose of evaluating the proposals received for "Section 125-Voluntary Insurance Products" for Hidalgo County.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval to assign Raul Lozano to the evaluation committee.

5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797

sbasite.com

RECEIVED
SEP 27 2012
COUNTY JUDGE

August 28, 2012

The County of Hidalgo, Texas
100 E. Cano St. 2nd Floor
Attn: Rene A. Ramirez, County Judge
Edinburg, TX 78539

Re: SBA Site ID: TX15151-A-03 SBA Site Name: LaJoya
Site Address: 41600 US Highway 83, LaJoya, TX 78560

Dear Lessee:

SBA Towers IV, LLC is pleased to announce completion of the acquisition in correlation to the above referenced telecommunications tower, which was previously owned by OE Investments, Inc.. Enclosed please find all necessary documentation as proof of this transaction, including a W-9 form completed by SBA Towers IV, LLC for your records. At your earliest convenience, please take the time to review your lease and ensure that any non- compliant matters are resolved, particularly regarding your electric use and consumption.

Please also note that effective immediately, all future rental payments related to this lease should be sent to the address below, and should reference SBA's invoice number and Site ID to ensure the accuracy and efficiency of all future payments made. All notices and correspondence related to this lease should be sent to the correspondence address noted below and should include SBA's Site ID and Site Name:

Rental Payments
SBA Towers IV, LLC
PO BOX 935406
Atlanta, GA 31193-5406
Re: TX15151-A-03
Attn: Accounts Receivable

Correspondence
SBA Towers IV, LLC
5900 Broken Sound Pkwy NW
Boca Raton FL, 33487-2797
Re: TX15151-A-03
Attn: Site Administration

Please ensure that you forward an Original Certificate of Insurance, which names SBA Towers IV, LLC as the certificate holder and additional insured at the site. The Certificate of Insurance should also contain SBA's Site ID number and /or Site Name so our records will reflect that your company forwarded the Certificate in accordance with the lease.

In the event of a tower operation emergency or if assistance is required to access the site, please contact our Network Operations Center, which is open 24 hours a day, 7 days a week, at (888) 950-7483. You can also visit SBA's interactive webpage at www.sbasite.com for additional company information.

If you have any questions regarding this transaction, please contact Jose Valdivia, Site Administration Specialist direct at (561) 226-9963.

Sincerely,

Rhonda Kranick
Site Administration Specialist
Enclosures

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 9/28/12 BY: Laura T.

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT ("Bill of Sale/Assignment") is made and entered into as of this 10th day of August, 2012 ("Transfer Date"), by O.E. INVESTMENTS, LTD., a Texas limited partnership ("Assignor"), to SBA TOWERS IV, LLC, a Florida limited liability company ("Assignee").

RECITALS

A. Pursuant to that certain Purchase and Sale Agreement ("Purchase and Sale Agreement") dated as of June 21st, 2012, by and between Assignor and Assignee, Assignor is selling, leasing and/or assigning to Assignee all of Assignor's right, title, claim and interest in that certain one (1) parcel of real property (the "Real Property") and improvements thereon, including but not limited to one (1) communications tower or monopole on the Real Property (collectively, the "Tower"), which Real Property is more particularly described on Exhibit "A" attached hereto. All capitalized terms not otherwise defined in this Bill of Sale/Assignment shall have the meaning ascribed thereto in the Purchase and Sale Agreement.

B. Assignor further desires to convey and/or assign all of its right, title, claim and interest in and to the Personal Property (as defined herein), the Tenant Leases and the Security Deposits (as defined herein), together with certain rights and guarantees in connection therewith, to Assignee as of the Transfer Date.

NOW THEREFORE, in consideration of the mutual covenants contained in this Bill of Sale/Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein and made a part hereof and are true and correct.

2. SALE OF PERSONAL PROPERTY. Assignor hereby irrevocably and absolutely conveys, sells, transfers and delivers to Assignee, for itself and for its successors and assigns, all Tangible Personal Property and Intangible Personal Property owned by Assignor and used in connection with the Real Property, including but not limited to the Tower and any appurtenances to or improvements located on the Real Property to the extent deemed personalty (collectively, "Personal Property"), except those items of personal property listed on Exhibit "B" attached hereto which are expressly excluded from the Personal Property. Assignor hereby warrants to Assignee, and its successors and assigns, that (a) Assignor is the sole and lawful owner of the Personal Property, (b) the Personal Property is free from all encumbrances and (c) Assignor has good right to sell the Personal Property.

3. ASSIGNMENT. As of the Transfer Date, Assignor hereby irrevocably and absolutely assigns and transfers to Assignee, and its successors and assigns, all of Assignor's right, title, claim and interest in, to and under the Assigned Lease Interests, as defined in this paragraph. As used

8/10/12

herein, the term Assigned Lease Interests shall include (a) the Tenant Leases with respect to the Real Property, including those identified on the rent roll attached hereto as Exhibit "C" (the "Rent Roll"); (b) all security deposits under such Tenant Leases (the "Security Deposits") (including those identified on the Rent Roll); (c) all rights to any unpaid rents or other payments under such Tenant Leases; and (d) all guarantees and other assurances with respect to such Tenant Leases. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, representatives, parents, subsidiaries, employees, attorneys, shareholders and past, present and future directors, and officers, together with the Assigned Lease Interests from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), which may be imposed upon, asserted against or incurred or paid by Assignee by reason of, arising out of or in any way related to the Assigned Lease Interests prior to the Transfer Date or which arise out of or are in any way related to the Assigned Lease Interests after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date. Assignor hereby represents and warrants to Assignee that Assignor is the sole owner of the Assigned Lease Interests. None of the Assigned Lease Interests have been assigned to any individual or entity (other than Assignee).

4. ACCEPTANCE OF ASSIGNMENT. Assignee, as of the Transfer Date, hereby accepts the foregoing assignment and assumes all of the Assignor's obligations under the Assigned Lease Interests which arise or relate to the period after the Transfer Date, provided, however, Assignee only assumes the obligations with respect to the Security Deposits to the extent Assignee has received such Security Deposits from Assignor. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Assigned Lease Interests on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Assigned Lease Interests after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

5. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Bill of Sale/Assignment occurred or shall occur in Hidalgo County, Texas. Any civil action or legal proceeding arising out of or relating to this Bill of Sale/Assignment shall be brought in the courts of record of the State of Texas in Hidalgo County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Bill of Sale/Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

6. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration arising out of this Bill of Sale/Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs at both trial and appellate levels.

8/16/12

7. BINDING EFFECT. This Bill of Sale/Assignment will be binding upon, and will inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

8. GOVERNING LAW. This Bill of Sale/Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Texas without regard to principles of conflicts of laws.

9. COUNTERPARTS. This Bill of Sale/Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10. PURCHASE AND SALE AGREEMENT. Nothing contained in this Bill of Sale/Assignment will be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Purchase and Sale Agreement.

THIS BILL OF SALE/ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

[EXECUTION PAGES FOLLOW]

Witnesses:

Cynthia L. Brand
Print Name: Cynthia L. Brand

Linda Stansell
Print Name: Linda Stansell

ASSIGNOR:

O.E. INVESTMENTS, LTD., a Texas limited partnership

By: _____
Othal E. Brand, Jr.
President

Witnesses:

Nicole Pecchia
Print Name: NICOLE PECCHIA

Mary Grayson
Print Name: MARY GRAYDON

ASSIGNEE:

SBA TOWERS IV, LLC, a Florida limited liability company

By: _____
Neil Seidman
Vice President

EXHIBIT "A"

Legal Description

LEGAL DESCRIPTION OF THE LAND:

A 7.0 acre tract of Land out of a 905.87 acre tract out of Porciones 46 and 47, Hidalgo County, Texas; said 905.87 acre tract described in deed recorded in Volume 3378, Page 755, Deed Records,

BEGINNING at an iron rod on the West line of the 905.87 acre tract, North 9 Deg. 11 Min. 38 Sec. East, 670.0 feet from its Southwest corner, for the Southwest corner of the following described tract of land; said point being the Northwest corner of the Southwestern Bell 10.31 acre tract and located North 9 Deg. 11 Min. 38 Sec. East, 670.0 feet from the Intersection of the East line of The Patricio Perez Partition and the North line of US Highway No. 83, said Patricio Perez Partition recorded in Vol.. 11 Page 21, Map Records;

THENCE; with the West line of the 905.87 acre tract and the East line of the Patricio Perez Partition, North 9 Deg. 11 Min. 38 Sec. East, 553.0 feet to an iron rod, for the Northwest corner hereof;

THENCE, parallel to the North line of the Southwestern Bell 10.31 acre , South 77 Deg. 17 Min. 55 Sec. East 553.0 feet to an iron rod, for the Northeast corner hereof;

THENCE, parallel to the West line of the 905.87 acre tract, South 9 Deg. 11 Min. 38 Sec. West 553.0 feet to an iron rod on the North Line of the Southwestern Bell 10.31 acre tract, for the Southeast corner hereof;

THENCE with the North line of said 10.31 acre tract, North 77 Deg. 17 Min. 55 Sec. West, 553.0 feet to the POINT OF BEGINNING, containing 7.0 acre of land more or less.

30 FOOT ACCESS EASEMENT

Being a 34,273 square-foot tract of land situated in Porcion 46, and also being located in the City of La Joya, Hidalgo County, Texas and being out of a 905.87 acre tract of land described in deed to Hidalgo County Irrigation District as recorded in Document No. 295543, Hidalgo County Official Records (H.C.O.R.), said 34,273 acre tract being more particularly described by a center line strip description as follows:

COMMENCING FOR REFERENCE at the southwest corner of said 905.87 acre tract and being located in the north right-of-way line of U.S. Highway 83;

THENCE South 66° 45' 25" East departing from the southwest corner of said 905.87 acre tract and with the north right-of-way line of said Hwy. 83, a distance of 9.4 feet to a point;

THENCE South 74° 32' 41" East continuing with said north right-of-way line, a distance of 315.3 feet to a point;

THENCE South 80° 09' 59" East, a distance of 207.6 feet to a point for the centerline of the herein described tract and for the POINT OF BEGINNING;

THENCE North 03° 37' 09" West departing from said north right-of-way line, a distance of 74.3 feet to a point;

THENCE North 72° 12' 15" West, a distance of 80.8 feet to a point;

THENCE North 80° 37' 41" West, a distance of 144.6 feet to a point;

THENCE North 58° 03' 11" West, a distance of 46.1 feet to a point;

THENCE North 27° 43' 48" West, a distance of 46.1 feet to a point;

THENCE North 00° 43' 33" East, a distance of 50.3 feet to a point;

THENCE North 16° 57' 24" East, a distance of 309.0 feet to a point;

THENCE North 10° 30' 55" East, a distance of 49.4 feet to a point;

THENCE North 01° 01' 31" East, a distance of 49.4 feet to a point;

THENCE North 07° 11' 41" West, a distance of 58.8 feet to a point;

THENCE North 00° 33' 25" West, a distance of 58.8 feet to a point;

THENCE North 09° 42' 08" East, a distance of 152.8 feet to a point;

THENCE North 01° 26' 38" East, a distance of 22.2 feet to a point for the POINT OF TERMINATION and for a total distance of 1,142.4 feet.

EXHIBIT "B"

Items excluded from Personal Property

None

E-12-205-07-31

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 25, 2012

Othal E. Brand, Jr., President/C.E.O.
O. E. INVESTMENTS, LTD.
P. O. Box 4408
Mc Allen, Texas 78502
Ph. (956) 793-0103 C (956) 793-0103

via email Obrand@rioplexwireless.com
via facsimile (956) 631-2334

Re: Renewal/Extensions for the following: E-11-215-07-26 (C-10-043-08-03) -LA JOYA TOWER SPACE & E-11-216-07-26 (C-10-044-08-03) WESLACO TOWER SPACE- HIDALGO COUNTY EMERGENCY DIVISION.

Dear Mr. Brand:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the (Second 2nd Year) of the additional nine (9) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 7/26/12
Othal E. Brand, President/C.E.O.

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia M. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2012

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 Shepard Insurance Agency P.O. Box 4288 McAllen, TX 78502	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A:** Essex Insurance Company **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**
INSURED O E Investments Ltd 41600 Hwy 83 La Joya, TX 78560	

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			CL420913390	01/18/2012	01/18/2013	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 $ $ 100,000 $ $ 5,000 $ EXCLUDED $ $2,000,000 $ EXCLUDED
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	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						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The policy includes an additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

RE: 41600 Hwy 83 La Joya, Texas 78560
176 S. Milanos Weslaco, Texas 78596

CERTIFICATE HOLDER

County of Hidalgo
2812 S. 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

Amy Leicht

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2012

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PRODUCER
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME: Enedelia Hernandez
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS: nellieh@shepins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	0060
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED O. E. Investments, Ltd.
P.O. Box 4408
McAllen, TX 78502

COVERAGES **CERTIFICATE NUMBER: 2012-2013 W/C** **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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		TSF-0001208277	01/28/2012	01/28/2013	☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

Hidalgo County
2812 S. 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

Kent Shepard/CL21

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AGENDA
CC CONSENT
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
July 31, 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:

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.

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. **2012 Intradepartmental transfers:**

Approved

A. **AI-33343** 2012 - County Clerk (1100)

B. **AI-33287** 2012 - Sheriff's Office (1284)

C. **AI-33406** 2012 - Sheriff's Office East Substation (1342)

D. **AI-33286** 2012 - Sheriff's Office (1100)

E. **AI-33240** 2012 - Sheriff's Office (1228)

F. **AI-33253** 2012 - Health & Human Services Dept. (1293)

G. **AI-33255** 2012 - Health & Human Services Dept. (1100)

H. **AI-33301** 2012 - Health & Human Services Dept. (1293)

I. **AI-33276** 2012 - Human Services (1100)

D. AI-33327 Pct. #4 CO 2010:
Approval of 2012 interdepartmental transfer from Pct. #4 CO2010A&B Drainage Improvement (program 036) to Pct. #4 CO2010 A&B Drainage Improvement (program 049 & 051) in the amount of $8,000.00

E. AI-33412 Sheriff's Office (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Sheriff's Office in the amount of $3,500.00.

4. **Planning Department:**

A. AI-33415 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

5. **Right of Way - Permits:**

A. AI-33310 North Alamo Water Supply Corporation:
1. Bore Mile 17 1/2 North- will be extending a 1" service line along Cesar Chavez Road for approximately 100 feet. (Antonio Villeda)

6. **Membership Dues:**

A. AI-33330 Sheriff's Office:
Requesting approval for payment of 2012 membership dues and certification for Jaime Garcia and K9 Bombix to the National Narcotic Detector Dog Association, Inc. in the amount of $30.00 for membership dues, $25.00 for the narcotics certification and $25.00 for the police service dog certification.

7. **Budget & Management:**

A. AI-33264 1. Approval of reimbursement in the amount of $754,182.64 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 07/07/12 to 07/20/12.

07/07-13/12	$411,187.14
07/14-20/12	$342,995.50
TOTAL	$754,182.64

2. Approval of wire transfer to cover claims paid.

8. **Purchasing Dept:**

Notes:

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE

PAYMENT(S)/CHECK(S).

A. **AI-33435** **Cooperative Agreements:**
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.

B. **AI-33176**
1. Recommendation (by a member of) Hidalgo County Commissioners Court not to approve an option to exercise the final (1) One year extension term as provided in current contract #C-10-259-08-17 for: EMERGENCY AMBULANCE SERVICES FOR UNINCORPORATED AREAS IN PRECINCT 3 for Hidalgo County Precinct No 3, under the same rates, terms and conditions with PRO MEDIC EMS including the obligation of the vendor to continue services for a contractual ninety (90) days provision of services until the contracting (by HC) of a provider; and, proceed with,

2. Authority to advertise the procurement of, including, approval of requirements/specifications/scope of services for: EMERGENCY AMBULANCE SERVICES FOR UNINCORPORATED AREAS IN PRECINCT 3.

C. **AI-33273**
Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement, etc.) as attached hereto for: Hidalgo County Urban County Program-"Lease Office Space to House Hidalgo County Urban County Program"-RFB No.: 2012-143-00-00-SGS, including the re-advertising of project in the event no bid responses are received and/or are rejected and project is still required.

D. **AI-33450**
Requesting authority to exercise the **SECOND (2nd) YEAR** of the nine (9)-one (1) year options to extend/renew provided in the current contract for:**"LEASE OF TOWER SPACE"** in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions, effective 08/03/12.

1. E-11-215-07-26 (C-10-043-08-03) - O.E INVESTMENTS, INC - LA JOYA TOWER SITE
2. E-11-216-07-26 (C-10-044-08-03) - O.E INVESTMENTS, INC - WESLACO TOWER SITE

APPROVED

AI-33450 **8. D.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the **SECOND (2nd) YEAR** of the nine (9)-one (1) year options to extend/renew provided in the current contract for**:"LEASE OF TOWER SPACE"** in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions, effective 08/03/12.

1. E-11-215-07-26 (C-10-043-08-03) - O.E INVESTMENTS, INC - LA JOYA TOWER SITE
2. E-11-216-07-26 (C-10-044-08-03) - O.E INVESTMENTS, INC - WESLACO TOWER SITE

BACKGROUND

Extension/Renewal-OEInvestments, Inc-E-11-215-07-26 (C-10-043-08-03) LA JOYA TWR SITE & E-11-216-07-26 (C-10-044-08-03) WESLACO TWR SITE

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-083-0-441

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

BUDGETARY IMPACT:

Funds available as of 7/30/12 $32,572.00.

Attachments

Ext/Renewal-OEI-La Joya Tower Site
Ext/Renewal-OEI-Weslaco Tower Site

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2012 03:53 PM
Budget & Management	Merlen P. Munoz	07/26/2012 03:56 PM
Rosalinda Cantu	Merlen P. Munoz	07/27/2012 03:39 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Letty Saenz Started On: 07/26/2012 02:46 PM

Final Approval Date: 07/27/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDED AND RESTATED
LEASE AGREEMENT
C-10-043-08-03

This **AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS** and **O.E. INVESTMENTS, LTD.**, a Texas Corporation, effective the 3rd day of August 2010, is made between the parties, as follows:

WHEREAS, on or about June 22, 2010 Hidalgo County (the "Lessee") executed a Lease Agreement (the "Lease Agreement") which was to be approved and executed by O.E. Brand (the "Lessor"), in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, the Lease Agreement accidently omitted a term required in the bid specifications and the Lessee now desires to amend and restate the Lease Agreement to correct the mistake;

WHEREAS, Lessor, although not executing the original Lease Agreement, desires to execute this Amended and Restated Lease Agreement;

NOW THEREFORE, for and in consideration of the tasks performed by the parties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, this **AMENDED AND RESTATED LEASE AGREEMENT** is made and entered into this 3rd day of August, 2010 by and between **O. E. Investments, Inc.** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit A-1 and Exhibit A-2, incorporated herein at this point for all purposes ("the Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a term of **one (1) year** hereinafter referred to as the "initial lease term" commencing on **August 3, 2010** and expiring on **August 2, 2011**; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02 Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for nine (9) additional one (1) year terms (the "Renewal Term(s) as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "A", under the same terms and conditions set forth in this Agreement except that the rent amount for the Property shall be established as proposed by Lessor in Exhibit "B" (the "Bid Page") and which was accepted by County. Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

Voluntary Termination

2.03 Lessee may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Lessor.

Commitment of Current Revenues Only

2.04 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rent for the use and occupancy of the Property during the initial lease term the sum of Two **Thousand Seven Hundred Dollars ($2,700.00)** per month for a **one (1) year period**. Rent for any partial month of the initial lease term shall be prorated. The rental amount during the Renewal Term, if Lessee exercises its renewal options, shall increase every year thereafter as described and attached hereto **Exhibit B-Bid Page 1, 2 & 3** during the nine (9) one (1) year renewal terms. Each Rental payment shall be due in advance on the first day of each month during the term of the lease. Each Rental payment shall be paid in lawful money of the United States at the time to the Lessor at: **P.O. Box 4408, McAllen, Texas 78502**, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

3.02 Lessor also leases to Lessee forty two (42) square feet of the interior of that certain air conditioned, solid concrete building with generator backup located on the property described on Exhibit A-2 (the "Equipment Building") for location of Lessee's transmitter and other ancillary equipment. Lessor grants Lessee unlimited access to the Equipment Building twenty-four hours of the day, seven days a week during the term of this Lease.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent,all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Article I, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 Addition of New and Replacement Equipment. In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **August 3, 2010** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of

this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

LESSOR
O. E. Investments, Ltd.
Attn: Othal E. Brand, Jr.
P. O. Box 4408
McAllen, Texas 78502

LESSEE
County Of Hidalgo, Texas
Attn: Rene A. Ramirez, County Judge
100 E. Cano St.-2nd Floor
Edinburg, Texas 78539

With copy to:
Hidalgo County Division of Emergency Services
Attn: A. A. "Tony" Pena, Jr., Emergency Manager Coordinator
1615 South Closner, Suite G
Edinburg, Texas 78539

Parties Bound

10.02 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Agreement.

Texas Law to Apply

10.03 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.

Legal Construction

10.04 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant
of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment subject to the Lessor's approval/disapproval. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Amended and Restated Lease Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON August 3, **2010**

HIDALGO COUN TY, TEXAS

By: Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

O.E. INVESTMENTS, LTD.

By:
Othal E. Brand, Jr., President/CEO

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"Lease of Tower Space-La Joya, TX"
Bid No: 2010-043-05-12-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 7 pages.**
4. **Exhibit "B" Bid Page consisting of 3 pages.**
   (Must be submitted with bid).
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid).
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Lease Agreement, consisting of 10 pages.**

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

April 26, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

April 26, 2010

Re: **HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES**
Request for Bids -**"LEASE OF TOWER SPACE-LA JOYA, TX"**
Bid No: 2010-043-05-12-ERT

Dear Gentleman/Ladies:

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/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-LA JOYA, TX"

BID OPENING DATE:
May 12, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES–LEASE OF TOWER SPACE-LA JOYA, TX"** 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-2010-043-05-12-ERT-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-LA JOYA, TX"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, May 12, 2010. 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 - 2010-043-05-12-ERT - RFB-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-LA JOYA, TX".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-LA JOYA, TX"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Division of Emergency Services
  Attn: Belinda Alvarez
  100 E. Cano, 2nd Floor
  P.O. Box 1356
  Edinburg, TX 78539
  956-318-2600

17. Schedule of Events

Bid Opening, 9:30 AM	**May 12, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the

purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to

contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-LA JOYA, TX"
BID NO.: 2010-043-05-12-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Hwy Bus 281 - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

Exhibit "A"

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
(DEPARTMENT OF EMERGENCY MANAGEMENT)
"LEASE OF TOWER SPACE-LA JOYA,TX"
RFB NO. 2010-043-05-12-ERT
SPECIFICATIONS

Hidalgo County is seeking to Lease Tower Space for the Hidalgo County Division of Emergency Services (Department of Emergency Management). Specifications are as, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1) **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

2) Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the 1st day of May, 2009. Tower site must be geographically located within 2 miles of the following:

Name	Latitude	Longitude
La Joya	26-14-57.0 N	098-30-12.6 W

3) Height of tower shall be as follows:

Name	Minimum Required Height in feet
La Joya	480

4) Tower site lease provider must provide an equipment shelter at or near the base of the tower to house the communication system and peripherals. Equipment shelter shall be of concrete block or or other construction capable of withstanding sustained hurricane force winds.

5) Tower site lease provider shall be required to provide electricity for the Hidalgo County equipment listed below.

6) Tower site lease provider shall be required to provide air conditioning for the Hidalgo County equipment listed below.

7) Tower site lease provider shall be required to provide back-up generator power at not less than 20 kilowatt 220 – 240 volt capacity and not less than a 500 gallon LP gas storage capacity for the Hidalgo County equipment listed below.

8) Tower must be approved by and meet or exceed current standards and guideline of the F.A.A.

9) Tower must be registered with and meet or exceed standards and current guidelines of the F.C.C. Tower site lease provider shall attach a copy of each F.C.C. Antenna Site Registration.

10) Tower site lease provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11) Tower site lease provider must, throughout the term of the lease, maintain the property and keep it free of waste and nuisance.

12) Tower site lease provider must, throughout the term of the lease, at his own expense, maintain the air conditioning systems, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, road access or paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and/or painting, backup generator, LP storage tank and all other components of the property.

13) Tower site lease provider will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

14) Tower site lease provider agrees that Hidalgo County employees and contracted agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment subject to the tower site lease providers approval/disapproval.

15) Tower site lease provider agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Hidalgo County's use of the property.

16) Tower site lease provider represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

17) Tower site lease provider must provide microwave connectivity at the minimum bandwidth rate of six (6) mbps to network with all other tower sites in the LRGVDC Project 25 800 MHz Voice and Data Radio Communications System.

18) **Tower site lease provider agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Hidalgo County. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Hidalgo County to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property.**

19) **Tower site lease provider agrees to hold Hidalgo County harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Tower site lease provider, both Tower site lease provider and Hidalgo County against such loss and**

liability, in such amounts as Hidalgo County may reasonably require. In the event Tower site lease provider should neglect to provide any insurance coverage required under this paragraph, Hidalgo County shall have the right, but not the obligation, to purchase such coverage to protect Hidalgo County's interests, with any reasonable cost therefore to be payable by the Tower site lease provider.

20) **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

21) **Vendor must have a bid amount for ALL terms.**

22) **Tower rent MUST include cost of electricity, air conditioning BTU/electricity cost, building space cost, microwave connectivity cost, and tower space height cost.**

23) Any contract awarded to a successful bidder will be in effect until;
a) The contract expires
b) Delivery acceptance of products and/or performance of services ordered, or
c) Terminated by County with thirty (30) days written notice prior to be cancellation.

24) **The awarded bidder shall adhere to the following insurance requirements:**
Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; the award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

Term:
The term of the lease contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for nine (9) additional one (1) year terms.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

Premises:
Shelter must be able to provide a minimum of forty two (42) square feet of equipment space inside with an estimated three (3) foot walkway available in front and back of each equipment rack row.

Installed Equipment

Division of Emergency Services will provide and cause to be installed the following equipment at the approved site:

Site – La Joya, TX

800 MHz Radio Communications System

Master Antenna System
One transmit antenna shall be located at 480 feet.
One receive antenna shall be located at 430 feet.
One tower top preamp located at 430 feet.
One three foot microwave dish located at 250 feet.

Uninterruptible Power Supply system

Site Equipment List

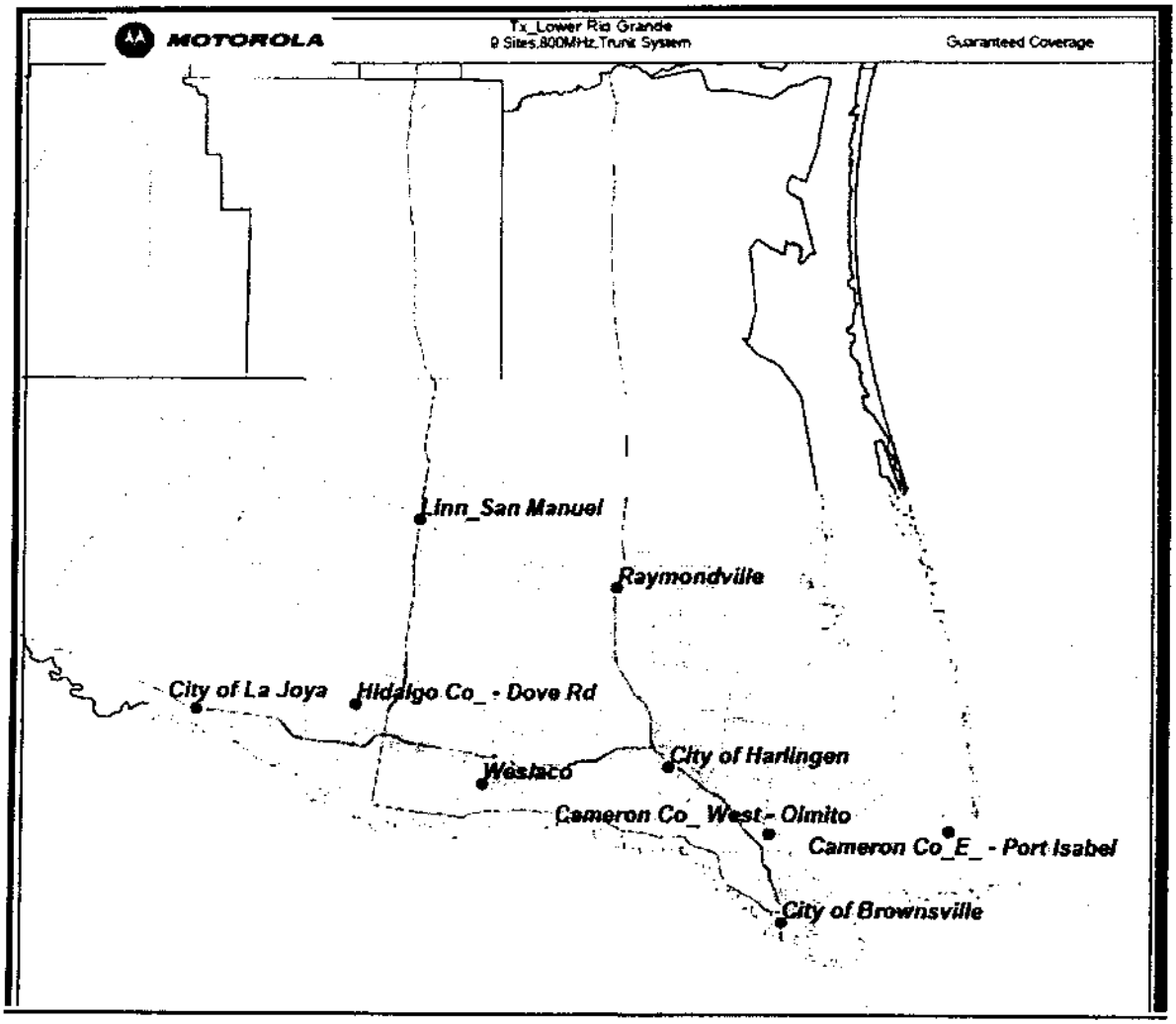
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	X591AF	ENH: ASTRO 25 SITE REPEATER SITE CONTRLLR SW
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
2	DSOP820B	POWER DIST. UNIT SURGE PROTECT
1	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK
1	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE PROTCTD) OR HARD WIIRED (16 V) T1/E1
1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR
1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
1	DS115000AA30073	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN
1	DSAPEXIMAX808	240/120 1 PHASE TYPE 1 NEMA 4X
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
1	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
1	DSL4TDMPS	7 - 16 DIN MALE POSITIVE STOP FOR 1/2" CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
510	L1713	1-1/4" LDF HELIAX POLY JKT PER FT
2	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POSITIVE STOP
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
3	TDN6948	HOISTING GRIP FOR 1-5/8" CABLE & EW44/52/63
1	DS1050125AA	CABLE LIGHTENING ARRESTOR
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
1	DS42883H01CG	C&M UNIT FOR TTA W/O RX MULT, 792-824MHZ W/428-83H-01-T FOR GTR8000

1	DS42883H01T	TTA, COMPACT AUTO QUAD 792-824 MHZ TOWER BOX
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L3323	7/8" AVA HELIAX POLY JKT PER FOOT
2	DDN9498	TYPE N FEMALE PS CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	TDN8810	N FEMALE CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6673	1/2" CABLE GROUND CLAMP KIT
3	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
30	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
2	TDN8810	N FEMALE CONNECTOR
1	DSISDC50LNZ30MA	DC INJECTOR 30V M CONN ANTENNA POR
1	SQM01SUM0187	ARC 4000 MASTER SITE ADD-ON
1	CA01209AA	ADD: ASTRO 25 IV&D SITES
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1
3	V592	AAD TERM BLCK & CONN WI
1	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES
5	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER
2	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR
1	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)

LRGVDC Project 25 800 MHz Voice and Data Radio Communications System

Engineered Coverage

Hidalgo County 800 MHz Elements



Site - La Joya

PREMISES

19' RACK SPACE REQUIREMENTS

RACK # 1 MASTER ANTENNA SYSTEM	RACK # 2 RF EQUIPMENT	RACK # 3 RF EQUIPMENT	RACK # 4 SITE CONTROLLER RACK	RACK # 5 UPS	RACK # 6 UPS	RACK # 7 UPS

DISQUALIFICAITONS OF BIDDERS:
Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN, MAY 5, 2010 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than MAY 7, 2010 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-LA JOYA, TX"
BID No: 2010-043-05-12-ERT
Bid Opening Date: May 12, 2010 at 9:30 AM

Vendor must have a bid amount for ALL terms

Initial 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 1st term of 1 year (12 months)	
Renewal Options 2nd 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 2nd term of 1 year (12 months)	
3rd 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 3rd term of 1 year (12 months)	
4th 1 year term:	
Total cost per month	

Total cost for 4th term of 1 year (12 months)	
5th 1 year term:	
Total cost per month	
Total cost for 5th term of 1 year (12 months)	
6th 1 year term:	
Total cost per month	
Total cost for 6th term of 1 year (12 months)	
7th 1 year term:	
Total cost per month	
Total cost for 7th term of 1 year (12 months)	
8th 1 year term:	
Total cost per month	
Total cost for 8th term of 1 year (12 months)	
9th 1 year term:	
Total cost per month	
Total cost for 9th term of 1 year (12 months)	
10th 1 year term:	
Total cost per month	

Total cost for 10th term of 1 year (12 months)	
Grand Total	
Total Cost for 10 years (120 months)	
FCC Antenna Site Registration #	

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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 naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL 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 EXP (Any one person) $ PERSONAL & ADV INJURY $ GEN'L AGGREGATE $ PRODUCTS - 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) $
C	**GARAGE LIABILITY** ☐ ANY AUTO **EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $ EACH OCCURRENCE $ AGGREGATE $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** **OTHER**				WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

CANCELLED

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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' 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"

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

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 email: 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
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

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.:**

Revised 12/14/06

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. November 2005)
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, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

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. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. 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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [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)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension 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 "A-1"
LEGAL DESCRIPTION

LEASE OF TOWER SPACE IN THE CITY OF LA JOYA, TEXAS

That space located 480 feet above ground level (AGL) or 620 feet above mean sea level (AMSL) on that certain tower located in La Joya, Texas on that certain property more particularly described in Exhibit A-2 attached hereto.

EXHIBIT "A-2"

PROPERTY LEGAL DESCRIPTION

LEASE OF TOWER SPACE IN THE CITY OF LA JOYA, TEXAS

(see attached)

Federal Aviation Administration
Southwest Region
Air Traffic Division, ASW-520
Fort Worth, TX 76193-0520

AERONAUTICAL STUDY
No: 00-ASW-5135-OE

ISSUED DATE: 10/16/00

OTHAL BRAND
OE INVESTMENTS, INC.
PO BOX 4408
MCALLEN, TX 78502

** DETERMINATION OF NO HAZARD TO AIR NAVIGATION **

The Federal Aviation Administration has completed an aeronautical study under the provisions of 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerning:

Description: ANTENNA TOWER (NEW) / SITE: LA JOYA A
150 MHZ & 460 MHZ @ ALL 200 WATTS ERP
Location: LA JOYA TX
Latitude: 26-14-57.00 NAD 83
Longitude: 098-30-12.60
Heights: 480 feet above ground level (AGL)
620 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

-As a condition to this determination, the structure should be marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1K, Obstruction Marking and Lighting, Chapters 3(Marked), 4, 5(Red), & 12.

-It is required that the enclosed FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

___ At least 10 days prior to start of construction (7460-2, Part I)

X Within 5 days after construction reaches its greatest height (7460-2, Part II)

This determination expires on 04/16/02 unless:

(a) extended, revised or terminated by the issuing office or
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case the determination expires on the date prescribed by the FCC for completion of construction or on the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

-As a result of this structure being critical to flight safety, it is

required that the FAA be kept apprised as to the status of this project. Failure to respond to periodic FAA inquiries could invalidate this determination.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, frequency(ies) or use of greater power will void this determination. Any future construction or alteration, including increase in heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at 817-222-5534. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 00-ASW-5135-OE.

Bruce C Beard

Bruce C. Beard
Specialist, Airspace Branch

(DNE)

7460-2 Attached

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
905.87 ACRES OF LAND
PORCION 46 AND 47
HIDALGO COUNTY, TEXAS

A tract of land containing 905.87 acres of land situated in Hidalgo County, Texas, and also being a part or portion of PORCION 46 and part or portion of TRACT NO. 1, PORCION 47, and said 905.87 acres also being more particularly described as follows:

BEGINNING at a fence corner post on the East line of said Tract No. 1 of Porcion 47 and the North right-of-way line of U. S. Expressway 83, for the Southeast corner of this tract;

THENCE S. 82° 19' 12" W. along said fence and the North right-of-way line of said Expressway 83 a distance of 4549.97 feet to a #4 rebar found for an angle point of this tract;

THENCE S. 87° 50' 21" W. along said fence and said North right-of-way a distance of 378.67 feet to a #4 rebar found for an angle point of this tract;

THENCE N. 87° 36' 11" W. along said fence and said North right-of-way a distance of 188.17 feet to a #4 rebar found for an angle point of this tract;

THENCE N. 80° 07' 38" W. along said fence and said North right-of-way a distance of 375.28 feet to a #4 rebar found for an angle point of this tract;

THENCE N. 74° 30' 20" W. along said fence and said North right-of-way a distance of 315.31 feet to a #4 rebar found for an angle point of this tract;

THENCE N. 66° 43' 04" W. along said fence and said north right-of-way a distance of 9.41 feet to a fence corner for the Southwest corner of this tract;

THENCE N. 9° 11' 38" E. along said fence, a distance of 5117.61 feet to a fence corner for the western most Northwest corner of this tract;

THENCE N. 64° 40' 05" E. a distance of 185.66 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 81° 41' 13" E. a distance of 729.73 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 34° 52' 05" E. a distance of 143.70 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 87° 31' 14" E. a distance of 439.99 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 64° 04' 23" E. a distance of 739.88 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 25° 01' 39" E. a distance of 1314.38 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 08° 44' 55" E. a distance of 2248.38 feet to a #4 rebar set for an outside corner of this tract;

THENCE S. 14° 30' 29" E. a distance of 1689.94 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 61° 17' 48" E. a distance of 508.94 feet to a #4 rebar set for an inside corner of this tract;

THENCE N. 15° 37' 38" E. a distance of 1710.98 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 28° 33' 46" E. a distance of 2473.97 feet to a #4 rebar set for an outside corner of this tract;

THENCE S. 72° 28' 51" E. a distance of 333.72 feet to a #4 rebar set for an inside corner of this tract;

THENCE N. 35° 12' 51" E. a distance of 745.75 feet to a #4 rebar set for the northern most Northwest corner of this tract;

THENCE S. 74° 01' 45" E. a distance of 309.46 feet to a #4 rebar set on a fence line and the East line of said Tract No. 1 of Porcion 47, for the Northeast corner of this tract;

THENCE S. 8° 58' 39" W. along said fence and the East line of said Tract No. 1 of Porcion 47, a distance of 10216.33 feet to the POINT OF BEGINNING, containing 905.87 acres of land, more or less.

6\D\CM\EXA1

Charge And Return To
Edwards Abstract And Title Co
208 W. Cano
Edinburg, TX 78539

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO §

THAT CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, a Connecticut corporation, hereinafter referred to as "GRANTOR", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS cash, and other good and valuable consideration, in hand paid by HIDALGO COUNTY IRRIGATION DISTRICT NO. 16, hereinafter referred to as "GRANTEE", receipt of which is hereby acknowledged, and for which no lien, expressed, or implied, is retained or shall exist, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto GRANTEE, the property, lying and being situated in Hidalgo County, Texas, (collectively, the "Property") described as follows and save and except and subject to the following:

All that certain tract or parcel of land lying and being situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes, subject to the LaJoya Hunting and Fishing Club Agreement, as amended, existing ordinances, rules and regulations and all valid and subsisting leases, easements, reservations, and exceptions of record and/or visible or apparent and subject to taxes for the year 1993 and subsequent years, and by acceptance hereof GRANTEE hereby assumes and agrees to pay taxes for the year 1993 and subsequent years; (GRANTOR hereby agreeing to pay taxes which are due and owing for the year 1992); and subsequent assessments for prior years (which shall include assessment of additional taxes due to this conveyance, GRANTEE's use of the Property or a change in appraisal and the so-called rollback obligation relating to agricultural use and appraisal);

SAVE AND EXCEPT and there is hereby reserved and retained by GRANTOR for itself and its successors and assigns (i) 145.6 acre feet of Class B water rights and all other water rights, certificates of adjudication and permits owned, held or claimed by GRANTOR, (ii) all pipes, facilities, pumps, motors, meters, equipment and other personal property and fixtures located on the Property, and the right, privilege and easement to use the same pursuant to the Easement Agreement herein referenced and the right, privilege and easement for thirty (30) days hereafter to remove the same to the extent not located

within the Easement Parcels defined and described in said Easement Agreement, (iii) certain easements, rights and privileges on, over, under, across and through the Property as set forth and described in, and upon the terms and provisions of, that certain Easement Agreement of even date herewith by and between GRANTOR and GRANTEE, which is incorporated herein by this reference, (iv) that certain Water Delivery Agreement by and between GRANTOR and GRANTEE of even date herewith together with all rights, benefits, privileges and easements therein set forth which are incorporated herein by this reference, and (v) that certain Drainage Easement by and between GRANTOR and GRANTEE of even date herewith together with all rights, benefits, privileges and easements therein set forth which are incorporated herein by this reference;

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject and save except as aforesaid, unto GRANTEE, and GRANTEE's successors and assigns, forever; and GRANTOR does hereby bind GRANTOR, and GRANTOR's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Property, subject and save and except as aforesaid, unto GRANTEE, and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR but not otherwise.

This conveyance is being made and accepted without warranty, express or implied, except the title warranty herein expressly set forth, and GRANTEE by acceptance of this Deed acknowledges and agrees that the Property is being conveyed "AS IS" without warranties, express or implied, which warranties are DISCLAIMED hereby, except only the title warranty herein set forth.

EXECUTED this the 1st day of December, 1992.

CONNECTICUT MUTUAL LIFE INSURANCE COMPANY

BY: _____
Name: Stephen Cunningham
Title: Senior Investment Officer

Grantee's name and address:

Hidalgo County Irrigation District No. 16
P. O. Box 1044
Mission, Texas 78572

THE STATE OF CONNECTICUT §

COUNTY OF HARTFORD §

This instrument was acknowledged before me this 1st day of December, 1992, by Stephen R. Cunningham, Senior Investment Officer of CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, on behalf of said CONNECTICUT MUTUAL LIFE INSURANCE COMPANY.

Beatrice C. Swanson
Notary Public, State of Connecticut

6\CM\D2

BEATRICE C. SWANSON
NOTARY PUBLIC
My Commission Expires March 31, 1994

EXHIBIT "B"

BID PAGE with BID TABULATION

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES	
BID OPENING DATE: May 12, 2010	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "LEASE OF TOWER SPACE-LA JOYA, TX"	
BID NO: 2010-043-05-12-ERT	**BUYER: ERIC TREVINO**

NAME OF COMPANY	BID AMOUNT
O.E INVESTMENTS, LTD **MCALLEN, TX 78502**	Year 1 - $32,400.00
	Year 2 - $34,020.00
	Year 3 - $35,724.00
	Year 4 - $37,512.00
	Year 5 - $39,384.00
	Year 6 - $41,352.00
	Year 7 - $43,416.00
	Year 8 - $45,588.00
	Year 9 - $47,868.00
	Year 10 - $50,256.00
	Grand Total for 10 years - $407,520.00

THIS IS THE ONLY VENDOR THAT SUBMITTED A BID.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-LA JOYA, TX"
BID No: 2010-043-05-12-ERT
Bid Opening Date: May 12, 2010 at 9:30 AM

Vendor must have a bid amount for ALL terms

Initial 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,700.00
Total cost for 1st term of 1 year (12 months)	$32,400.00
Renewal Options 2nd 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,835.00
Total cost for 2nd term of 1 year (12 months)	$34,020.00
3rd 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,977.00
Total cost for 3rd term of 1 year (12 months)	$35,724.00
4th 1 year term:	
Total cost per month	$3,126.00

Total cost for 4th term of 1 year (12 months)	$37,512.00
5th 1 year term:	
Total cost per month	$3,282.00
Total cost for 5th term of 1 year (12 months)	$39,384.00
6th 1 year term:	
Total cost per month	$3,446.00
Total cost for 6th term of 1 year (12 months)	$41,352.00
7th 1 year term:	
Total cost per month	$3,618.00
Total cost for 7th term of 1 year (12 months)	$43,416.00
8th 1 year term:	
Total cost per month	$3,799.00
Total cost for 8th term of 1 year (12 months)	$45,588.00
9th 1 year term:	
Total cost per month	$3,989.00
Total cost for 9th term of 1 year (12 months)	$47,868.00
10th 1 year term:	
Total cost per month	$4,188.00

Total cost for 10th term of 1 year (12 months)	$50,256.00
Grand Total	
Total Cost for 10 years (120 months)	$407,520.00
FCC Antenna Site Registration #	1223120

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: O.E. Investments, Ltd.

ADDRESS: P.O. Box 4408

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO'S: (956) 793-0103, (956) 631-2334-Fax

CELLULAR NO: (956) 793-0103

E-MAIL ADDRESS: obrand@rioplexwireless.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Othal E. Brand, Jr.

TITLE President / CEO

OPENED
9:52am
MAY 12 2010
Witnessed

EXHIBIT "C"

INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/02/2009

PRODUCER 956.686.3888 FAX 956.682.5650
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

INSURED O E Investments, Inc.
Po Box 4408
McAllen, TX 78502-4408

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	NAIC #
INSURER A: Scottsdale Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	CPS1097250	12/02/2009	12/02/2010	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 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
		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)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] 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 SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed as additional insured on GL policy.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept
2812 S Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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
Kent Shepard/CL25

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ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 12/01/2009

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Shepard Insurance Agency P O Box 4288 5801 N 10th #300 McAllen, TX 78502	COMPANY Great American Insurance Comp 3200 Wilcrest Ste 300 Houston, TX 77042
PHONE (A/C. No. Ext): 956.686.3888 FAX (A/C. No): 956.682.5650 E-MAIL ADDRESS: CODE: SUB CODE: AGENCY CUSTOMER ID #: 00007015	
INSURED O E Investments, Inc. Po Box 4408 McAllen, TX 78502-4408	LOAN NUMBER POLICY NUMBER: IMP157 53 62 00 EFFECTIVE DATE: 12/02/2009 EXPIRATION DATE: 12/02/2010 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
1 Loc 00001 Bldg 00001 41600 Hwy 83 La Joya, TX 78560
2 Loc 00002 Bldg 00001 176 S Milanos Weslaco, TX 78596

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN I: SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

	COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
1	Communication Tower, RC, Special (Including theft) - Detail	20,000	1000
2	Communication Tower, RC, Special (Including theft) - Detail	20,000	1000

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATIO OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS Hidalgo County Purchasing Department 2812 S Bus Hwy 281 Edinburg, TX 78539	☐ MORTGAGEE ☐ LOSS PAYEE ☒ ADDITIONAL INSURED Certificate holder LOAN # AUTHORIZED REPRESENTATIVE Kent Shepard/CL25

ACORD 27 (2006/07)

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AI-22261 **44.A.0.**

Hidalgo County Emergency Mgt Division-Amended and Restated Lease Agreements (O E Brand Investments, Ltd) for Tower Space in La Joya and Weslaco, Texas

CC REGULAR

Date: 08/03/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting approval of the "Amended" and "Restated" Lease Agreements previously (approved by CC on 06/22/10) to O.E. Investments, LTD for the "Lease of Tower Space" in the Cities of La Joya and Weslaco, Texas for the Hidalgo County Emergency Management Division.

Amended and Restated Lease Agreement by legal counsel #C-10-043-08-03 (La Joya Tower Site)
Amended and Restated Lease Agreement by legal counsel #C-10-044-08-03 (Weslaco Tower Site)

BACKGROUND

Amended and Restated Lease Agreement by legal counsel #C-10-043-08-03 (La Joya Tower Site)
Amended and Restated Lease Agreement by legal counsel #C-10-044-08-03 (Weslaco Tower Site)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-429-00-300-023-0-441
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Lease Agreement-C-10-043-08-03-OE Investments Ltd
Link: Lease Agreement-C-10-044-08-03-O E Investments Ltd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	07/29/2010 03:00 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			

Form Started By: Letty Saenz Started On: 07/29/2010 03:00 PM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/01/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME:
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
O. E. Investments, Ltd.
P.O. Box 4408
McAllen, TX 78502

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Essex Ins Co	
INSURER B: Texas Mutual Insurance Company	0060
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: Master 2010-2012 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			CL420912456	01/18/2011	01/18/2012	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Excluded
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ Excluded
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001208277	01/28/2011	01/28/2012	WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured in favor of certificate holder as pertains to General Liability & Business Auto
30 Day notice of cancellation as pertains to Workers Compensation Policy

CERTIFICATE HOLDER

FAX: 318.2629

Hidalgo County
Attn: Purchasing Dept
2812 S. 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
Kent Shepard

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SIA
SHEPARD INSURANCE AGENCY

5801 N. 10th Street, Suite 300 McAllen, TX 78504
P: (956) 686-3888; F: (956) 682-5650

Date: 2/1/11

TO: Hidalgo ounty

Attn: Leticia aenz

Fax # 318-262

Total Number pages: 2

Re: O.E. In stments, Ltd

Attach please f d certificate to insurance for the above captioned insured.

Should you ha any questions feel free to call or e-mail me.

Thank you,

Nellie Her ndez
Shepard Ins rance Agency
5801 N. 10th Stree Suite #300
McAllen, Texas 504
P: (956) 686-388 F: (956) 682-5650
P: (888) 686-388
e-mail: nellieh@s pins.com

"Payment Dis imer: It is not normal business practice to advise clients of either a lapse or cancellation of coverage due non-payment of premium. Appropriate notification of such action will be sent directly to you by either you surance company or premium finance company."

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 24, 2014

Othal E. Brand, Jr., President/C.E.O.
O. E. INVESTMENTS, LTD.
P. O. Box 4408
Mc Allen, Texas 78502
P (956) 793-0103 **C** (956) 793-0103

via email Obrand@rioplexwireless.com
via facsimile (956) 631-2334

Re: Renewal/Extensions for the following: E-13-247a-07-30 (C-10-044-08-03) WESLACO TOWER SPACE-HIDALGO COUNTY SHERIFF'S OFFICE/ EMERGENCY SERVICES DIVISION.

Dear Mr. Brand:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **FOURTH (4th) YEAR** of the additional nine (9) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: _____
Othal E. Brand, President/C.E.O.

Additionally, we are requesting your company/agency provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

CONTRACT TERM (S) - OEI -WESLACO TOWER SITE

INITIAL CONTRACT #C-10-044-08-03 (APPROVED BY CC ON 08/03/10)
FIRST INITIAL TERM - ONE (1) YEAR - $ 2,700.00 PER MONTH
COMMENCED, 08/03/2010, EXPIRED, 08/02/11

EXTENSIONS / RENEWALS

CONTRACT # E-11-216-07-26 (C-10-044-08-03) (APPROVED BY CC ON 07/26/11)
FIRST (1ST) YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS - $ 2,835.00 PER MONTH
COMMENCED, 08/03/11, EXPIRED, 08/02/12

CONTRACT # E-12-205A-07-31 (C-10-044-08-03) (APPROVED BY CC ON 07/31/12)
SECOND (2ND) YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS- -$ 2,977.00 PER MONTH
COMMENCED, 08/03/12, EXPIRED, 08/02/13

CONTRACT # E-13-247A-07-30 (C-10-044-08-03) (APPROVED BY CC ON 07/30/13)
THIRD (3RD) YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS -$ 3,126.00 PER MONTH
COMMENCED, 08/03/13, EXPIRES, 08/02/14

*** (PENDING CC APPROVAL ON 07/08/14)
FOURTH (4TH) YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS -$ 3,282.00 PER MONTH
COMMENCES, 08/03/14, EXPIRES, 08/02/15

FIFTH (5TH) YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS -$ 3,446.00 PER MONTH
COMMENCES, 08/03/15, EXPIRES, 08/02/16

SIXTH (6TH) YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS -$ 3,618.00 PER MONTH
COMMENCES, 08/03/16, EXPIRES, 08/02/17

SEVENTH (7TH) YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS -$ 3,799.00 PER MONTH
COMMENCES, 08/03/17, EXPIRES, 08/02/18

EIGTH (8TH) YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS -$ 3,989.00 PER MONTH
COMMENCES, 08/03/17, EXPIRES, 08/02/18

NINTH (9TH) & FINAL YEAR OF THE ADDITIONAL NINE (9) ONE YEAR TERMS - $ 4,188.00 PER MONTH
COMMENCES, 08/03/18, EXPIRES, 08/02/19

OEINVES-02 HEREN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/5/2014

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:	
Shepard Insurance Agency 5801 N 10th St Ste 300 McAllen, TX 78504	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
O. E. Investments, Ltd. P.O. Box 4408 McAllen, TX 78502	INSURER A : Essex Insurance Company	
	INSURER B : Texas Mutual Insurance Company	0060
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		3DQ2916	01/18/2014	01/18/2015	EACH OCCURRENCE	$ 1,000,000
	X $500.00 BI/PD Ded						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ Excluded
	POLICY PRO-JECT X LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER						PRODUCTS - COMP/OP AGG.	$ Excluded
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A			SBP-0001208277	01/28/2014	01/28/2015	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County Attn: Purchasing Dept
2812 S. 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

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E-13-247A-07-30

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 11, 2013

Othal E. Brand, Jr., President/C.E.O.
O. E. INVESTMENTS, LTD.
P. O. Box 4408
Mc Allen, Texas 78502
Ph. (956) 793-0103 C (956) 793-0103

via email Obrand@rioplexwireless.com
via facsimile (956) 631-2334

Re: ***Renewal/Extensions for the following: E-12-205a-07-31 (C-10-044-08-03) WESLACO TOWER SPACE-HIDALGO COUNTY SHERIFF'S OFFICE/ EMERGENCY SERVICES DIVISION.***

Dear Mr. Brand:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **(THIRD 3RD YEAR)** of the additional nine (9) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 8-16-13
Othal E. Brand, President/C.E.O.

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

ACORD™

COMMERCIAL INSURANCE APPLICATION
APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY): 12/11/2012

AGENCY
Shepard Insurance Agency
P O Box 4288
3801 N 10th #300
McAllen, TX 78502

CARRIER: Essex Ins Co
NAIC CODE:

UNDERWRITER: Karen Lara
UNDERWRITER OFFICE:

POLICIES OR PROGRAM REQUESTED: GL
POLICY NUMBER: TBA

CONTACT NAME: Enedelia Hernandez
PHONE (A/C, No, Ext): 956.686.3888
FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS: nellieh@shepins.com
CODE:
SUB CODE:
AGENCY CUSTOMER ID: 00011718

INDICATE SECTIONS ATTACHED			
	ACCOUNTS RECEIVABLE/ VALUABLE PAPERS		ELECTRONIC DATA PROC
	BOILER & MACHINERY		EQUIPMENT FLOATER
	BUSINESS AUTO		GARAGE AND DEALERS
X	COMMERCIAL GENERAL LIABILITY		GLASS AND SIGN
	CRIME/MISCELLANEOUS CRIME		INSTALLATION/BUILDERS RISK
	DEALERS		OPEN CARGO
	DRIVER INFO SCHEDULE		PROPERTY
			TRANSPORTATION/ MOTOR TRUCK CARGO

	TRUCKERS/MOTOR CARRIER	
	UMBRELLA	
	VEHICLE SCHEDULE	
	WORKERS COMPENSATION	
	YACHT	

STATUS OF TRANSACTION

	QUOTE		ISSUE POLICY	RENEW
X	BOUND (Give Date and/or Attach Copy):			
	CHANGE	DATE	TIME	AM
	CANCEL			PM

PACKAGE POLICY INFORMATION

ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES.

PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN		PAYMENT PLAN	AUDIT
01/18/2013	01/18/2014		DIRECT BILL		
		X	AGENCY BILL	PACKAGE POLICY PREMIUM: $	

APPLICANT INFORMATION

NAME (First Named Insured & Other Named Insureds)
O. E. Investments, Ltd.

MAILING ADDRESS INCL ZIP+4 (of First Named Insured)
P.O. Box 4408
McAllen, TX 78502

FEIN OR SOC SEC # (of First Named Insured): 74-2261066
PHONE (A/C, No, Ext): 956.683.7979
E-MAIL ADDRESS(ES): oebrand@rioplexwireless.com
WEBSITE ADDRESS(ES):

	INDIVIDUAL		CORPORATION		SUBCHAPTER "S" CORPORATION		LLC
	PARTNERSHIP		JOINT VENTURE		NOT FOR PROFIT ORG		NO. OF MEMBERS AND MANAGERS

CR BUREAU NAME:
ID NUMBER:
DATE BUS STARTED: 1982

INSPECTION CONTACT:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS:

ACCOUNTING RECORDS CONTACT:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS:

PREMISES INFORMATION

ACORD 823 attached for additional premises

LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS		INTEREST		YR BUILT	# EMPLOYEES	ANNUAL REVENUES	% OCCUPIED
0002	00001	176 S Milanos Hidalgo Weslaco TX 78596		INSIDE	X	OWNER	2004			
			X	OUTSIDE		TENANT				
0003	00001	FM 1925 & Rooth Rd Hidalgo Edinburg TX 78539		INSIDE	X	OWNER				
			X	OUTSIDE		TENANT				
				INSIDE		OWNER				
				OUTSIDE		TENANT				
				INSIDE		OWNER				
				OUTSIDE		TENANT				

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)

Communication towers. both 480 ft high, secured by 8 ft fence w/razor wire and locked gates. Can withstand wind speed of up to 135 mph and have a 1.5 safety factor. All two towers are guided towers.

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RECEIVED JAN 28 2013

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/21/2013

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:	
Shepard Insurance Agency P.O. Box 4288 McAllen, TX 78502	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Essex Insurance Company	
INSURED	INSURER B:	
O E Investments Ltd 41600 Hwy 83 La Joya, TX 78560	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			3DL0533	01/18/2013	01/18/2014	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 $ $ 100,000 $ $ 5,000 $ EXCLUDED $ $2,000,000 $ EXCLUDED
	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	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

TEH POLICY INCLUDES AN ADDITIONAL INSURED ENDORSEMENT THAT PROVIDES ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEÑ CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Dept
2812 S 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

Amy Leicht

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SPECIAL MEETING - July 30, 2013

BE IT REMEMBERED, that on this 30th day of July A.D., 2013, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
CC CONSENT
COMMISSIONERS' COURT
MEETING
July 30, 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.

APPROVED

On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve all items on the Consent Agenda, with the exception of item 5.D.
Vote: 4 - 0

NO ACTION taken on item 5.D.

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 - District Clerk (1100)

   B. 2013 - Health & Human Services Dept. (1293)

   C. 2013 - County Court @ Law #3 / Probate Court (1100)

   D. 2013 - Elections (1100)

   E. 2013 - Hidalgo County Sheriff's Office (1100)

B. Sheriffs Dept.:
Requesting approval to pay 2013 membership dues for Commander Daniel Garcia & Lt. Jose R. Vasquez to the Texas Jail Association for the total amount of $30.00 each with requisition # 240269, with the authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

10. Urban County:

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

B. Request approval to enter into two (2) "Homebuyer Assistance Program" Contracts under the HOME Program.

11. Auditor's Office:

A. 1. Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Reports for the Months of May and June 2013.

2. Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

12. Purchasing Dept:
Notes:
A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Approval of the sixty (60) grace period extension as provided under Exhibits B-1-Requirements and B-2-Evaluations included in Amendment to Contract#C-11-117-08-02 with Godinez Communications.

B. Pct. 2 Requesting approval of payment for Invoice # R023655 in the amount of $32,000.00 and Invoice# R123655 in the amount of $31,504.55 for professional services submitted by Raba Kistner Inc., C-12-212-09-11 for the Tower Road Project.

C. **(I.T.) Information Technology:**
Requesting authority to purchase the continuation of the technical support maintenance services through our membership/participation with (DIR) Department of Information Resources with Calence, LLC, dba, Insight Networking Contract #DIR-SDD-1369 in the amount of $54,704.18 through a purchase order with company's response as to acceptance of purchase order not executed agreement, through requisition #238126.

D. Approval of clarification request (for record purposes only of AI#39294-approved by CC on 06/25/13) to stipulate that the amount on Pay App #7 as submitted by Holchemont, Inc., has been corrected (pursuant to the County Auditor's Office review and processing procedures) to $93,252.90 including the signing and certification by the architect, Alcocer Garcia Associates, Inc. in connection with Contract #C-12-028-07-24.

E. 1. Requesting authority to exercise the THIRD (3RD) YEAR of the nine (9)-one (1) year options to extend/renew provided in the current contract for:"LEASE OF TOWER SPACE" in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions, effective 08/03/12.

a. E-12-205-07-31 (C-10-043-08-03) - SBA TOWERS IV, LLC - LA JOYA TOWER SITE

b. E-12-205A-07-31 (C-10-044-08-03) - O.E. INVESTMENTS, LTD - WESLACO TOWER SITE

2. Authority to exercise the SECOND (2ND) YEAR & FINAL of the additional two (2) one (1) year options to extend/renew provided in the current contract for:"COMMISSARY SUPPLIES" in connection the Contracts (detailed below) for Hidalgo County Sheriff's Office, under the same rates, terms and conditions, effective 08/19/12.

a. E-12-214-08-14 (C-11-083-08-16) - CENTRIC GROUP, LLC d/b/a KEEFE SUPPLY COMPANY
b. E-12-214A-08-14 (C-11-083A-08-16) - RENE LUCIO d/b/a R & R DISTRIBUTING

F. Requesting authority to exercise the second, one (1) year extension as provided in the contract #C-11-126-08-16 for "Purchase and Disposal of Air Conditioning Units" for Hidalgo County -Community Service Agency under the same rates, terms, and conditions renewal/extension effective August 16, 2013 through August 15, 2014.

G. Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for BCAP Drainage Spillway Construction for Hoehn Drive Subdivision a Pct 4 BCAP project.

H. Acceptance and approval of Request for Payment Application No. 8 in the amount of $47,183.44 as submitted by Holchemont, LTD., awarded vendor for the "Construction Of A New Constable Building Precinct One Offices" and as certified for 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 Count Auditor's review and processing procedures are completed.

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 30th day of July, 2013

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Priscilla Torres, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on July 30, 2013.

Signed this 6th day of August 2013

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Priscilla Torres, Deputy

E-12-205A-07-31

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 25, 2012

Othal E. Brand, Jr., President/C.E.O.
O. E. INVESTMENTS, LTD.
P. O. Box 4408
Mc Allen, Texas 78502
Ph. (956) 793-0103 C (956) 793-0103

via email Obrand@rioplexwireless.com
via facsimile (956) 631-2334

Re: ***Renewal/Extensions for the following:*** *E-11-215-07-26 (C-10-043-08-03) -LA JOYA TOWER SPACE* ***&*** *E-11-216-07-26 (C-10-044-08-03) WESLACO TOWER SPACE-* ***HIDALGO COUNTY EMERGENCY DIVISION.***

Dear Mr. Brand:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the (Second 2nd Year) of the additional nine (9) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 7/26/12
Othal E. Brand, President/C.E.O.

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia M. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2012

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 Shepard Insurance Agency P.O. Box 4288 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED O E Investments Ltd 41600 Hwy 83 La Joya, TX 78560	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Essex Insurance Company INSURER B : 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			CL420913390	01/18/2012	01/18/2013	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 $ $ 100,000 $ $ 5,000 $ EXCLUDED $ $2,000,000 $ EXCLUDED
	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	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N N/A (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	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The policy includes an additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

RE: 41600 Hwy 83 La Joya, Texas 78560
176 S. Milanos Weslaco, Texas 78596

CERTIFICATE HOLDER	CANCELLATION
County of Hidalgo 2812 S. Bus. Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Amy Leicht

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2012

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
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME: Enedelia Hernandez
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS: nellieh@shepins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	0060
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED O. E. Investments, Ltd.
P.O. Box 4408
McAllen, TX 78502

COVERAGES CERTIFICATE NUMBER: 2012-2013 W/C 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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF-0001208277	01/28/2012	01/28/2013	WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. 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

Kent Shepard/CL21

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AGENDA
CC CONSENT
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
July 31, 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:

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.

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. **2012 Intradepartmental transfers:**

Approved

A. **AI-33343** 2012 - County Clerk (1100)

B. **AI-33287** 2012 - Sheriff's Office (1284)

C. **AI-33406** 2012 - Sheriff's Office East Substation (1342)

D. **AI-33286** 2012 - Sheriff's Office (1100)

E. **AI-33240** 2012 - Sheriff's Office (1228)

F. **AI-33253** 2012 - Health & Human Services Dept. (1293)

G. **AI-33255** 2012 - Health & Human Services Dept. (1100)

H. **AI-33301** 2012 - Health & Human Services Dept. (1293)

I. **AI-33276** 2012 - Human Services (1100)

D. AI-33327 Pct. #4 CO 2010:
Approval of 2012 interdepartmental transfer from Pct. #4 CO2010A&B Drainage Improvement (program 036) to Pct. #4 CO2010 A&B Drainage Improvement (program 049 & 051) in the amount of $8,000.00

E. AI-33412 Sheriff's Office (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Sheriff's Office in the amount of $3,500.00.

4. **Planning Department:**

A. AI-33415 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

5. **Right of Way - Permits:**

A. AI-33310 North Alamo Water Supply Corporation:
1. Bore Mile 17 1/2 North- will be extending a 1" service line along Cesar Chavez Road for approximately 100 feet. (Antonio Villeda)

6. **Membership Dues:**

A. AI-33330 Sheriff's Office:
Requesting approval for payment of 2012 membership dues and certification for Jaime Garcia and K9 Bombix to the National Narcotic Detector Dog Association, Inc. in the amount of $30.00 for membership dues, $25.00 for the narcotics certification and $25.00 for the police service dog certification.

7. **Budget & Management:**

A. AI-33264 1. Approval of reimbursement in the amount of $754,182.64 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 07/07/12 to 07/20/12.

07/07-13/12	$411,187.14
07/14-20/12	$342,995.50
TOTAL	$754,182.64

2. Approval of wire transfer to cover claims paid.

8. **Purchasing Dept:**

Notes:

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE

PAYMENT(S)/CHECK(S).

A. **AI-33435** **Cooperative Agreements:**
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.

B. **AI-33176**
1. Recommendation (by a member of) Hidalgo County Commissioners Court not to approve an option to exercise the final (1) One year extension term as provided in current contract #C-10-259-08-17 for: EMERGENCY AMBULANCE SERVICES FOR UNINCORPORATED AREAS IN PRECINCT 3 for Hidalgo County Precinct No 3, under the same rates, terms and conditions with PRO MEDIC EMS including the obligation of the vendor to continue services for a contractual ninety (90) days provision of services until the contracting (by HC) of a provider; and, proceed with,

2. Authority to advertise the procurement of, including, approval of requirements/specifications/scope of services for: EMERGENCY AMBULANCE SERVICES FOR UNINCORPORATED AREAS IN PRECINCT 3.

C. **AI-33273**
Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement, etc.) as attached hereto for: Hidalgo County Urban County Program-"Lease Office Space to House Hidalgo County Urban County Program"-RFB No.: 2012-143-00-00-SGS, including the re-advertising of project in the event no bid responses are received and/or are rejected and project is still required.

D. **AI-33450**
Requesting authority to exercise the **SECOND (2nd) YEAR** of the nine (9)-one (1) year options to extend/renew provided in the current contract for:**"LEASE OF TOWER SPACE"** in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions, effective 08/03/12.

1. E-11-215-07-26 (C-10-043-08-03) - O.E INVESTMENTS, INC - LA JOYA TOWER SITE
2. E-11-216-07-26 (C-10-044-08-03) - O.E INVESTMENTS, INC - WESLACO TOWER SITE

APPROVED

AI-33450 **8. D.**
CC CONSENT
Meeting Date: 07/31/2012

Submitted For: Martha L Salazar
Submitted By: Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the **SECOND (2nd) YEAR** of the nine (9)-one (1) year options to extend/renew provided in the current contract for**:"LEASE OF TOWER SPACE"** in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions, effective 08/03/12.

1. E-11-215-07-26 (C-10-043-08-03) - O.E INVESTMENTS, INC - LA JOYA TOWER SITE
2. E-11-216-07-26 (C-10-044-08-03) - O.E INVESTMENTS, INC - WESLACO TOWER SITE

BACKGROUND

Extension/Renewal-OEInvestments, Inc-E-11-215-07-26 (C-10-043-08-03) LA JOYA TWR SITE & E-11-216-07-26 (C-10-044-08-03) WESLACO TWR SITE

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-083-0-441
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Funds available as of 7/30/12 $32,572.00.

Attachments

Ext/Renewal-OEI-La Joya Tower Site
Ext/Renewal-OEI-Weslaco Tower Site

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2012 03:53 PM
Budget & Management	Merlen P. Munoz	07/26/2012 03:56 PM
Rosalinda Cantu	Merlen P. Munoz	07/27/2012 03:39 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Letty Saenz Started On: 07/26/2012 02:46 PM
Final Approval Date: 07/27/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDED AND RESTATED
LEASE AGREEMENT
C-10-044-08-03

This **AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS** and **O.E. INVESTMENTS, LTD.**, a Texas Corporation, effective the 3rd day of August 2010, is made between the parties, as follows:

WHEREAS, on or about June 22, 2010 Hidalgo County (the "Lessee") executed a Lease Agreement (the "Lease Agreement") which was to be approved and executed by O.E. Brand (the "Lessor"), in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, the Lease Agreement accidently omitted a term required in the bid specifications and the Lessee now desires to amend and restate the Lease Agreement to correct the mistake and to revise the effective date thereof;

WHEREAS, Lessor, although not executing the original Lease Agreement, desires to execute this Amended and Restated Lease Agreement;

NOW THEREFORE, for and in consideration of the tasks performed by the parties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, this **AMENDED AND RESTATED LEASE AGREEMENT** is made and entered into this 3rd day of August, 2010 by and between **O. E. Investments, Inc.** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit A-1 and Exhibit A-2, incorporated herein at this point for all purposes ("the Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a term of **one (1) year** hereinafter referred to as the "initial lease term" commencing on **August 3, 2010** and expiring on **August 2, 2011** subject, however, to earlier termination as hereinafter provided.

Renewal

2.02 Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for nine (9) additional one (1) year terms (the "Renewal Term(s) as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "A", under the same terms and conditions set forth in this Agreement except that the rent amount for the Property shall be established as proposed by Lessor in Exhibit "B" (the "Bid Page") and which was accepted by County. Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

Voluntary Termination

2.03 Lessee may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Lessor.

Commitment of Current Revenues Only

2.04 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rent for the use and occupancy of the Property during the initial lease term the sum of Two **Thousand Seven Hundred Dollars ($2,700.00)** per month for a **one (1) year period**. Rent for any partial month of the initial lease term shall be prorated. The rental amount during the Renewal Term, if Lessee exercises its renewal options, shall increase every year thereafter as described and attached hereto **Exhibit B-Bid Page 1, 2 & 3** during the nine (9) one (1) year renewal terms. Each Rental payment shall be due in advance on the first day of each month during the term of the lease. Each Rental payment shall be paid in lawful money of the United States at the time to the Lessor at: **P.O. Box 4408, McAllen, Texas 78502**, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

3.02 Lessor also leases to Lessee forty two (42) square feet of the interior of that certain air conditioned, solid concrete building with generator backup located on the property described on Exhibit A-2 (the "Equipment Building") for location of Lessee's transmitter and other ancillary equipment. Lessor grants Lessee unlimited access to the Equipment Building twenty-four hours of the day, seven days a week during the term of this Lease.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Article I, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 Addition of New and Replacement Equipment. In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **August 3, 2010** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

LESSOR
O. E. Investments, Ltd.
Attn: Othal E. Brand, Jr.
P. O. Box 4408
McAllen, Texas 78502

LESSEE
County Of Hidalgo, Texas
Attn: Rene A. Ramirez, County Judge
100 E. Cano St.-2nd Floor
Edinburg, Texas 78539

With copy to:
Hidalgo County Division of Emergency Services
Attn: A. A. "Tony" Pena, Jr., Emergency Manager Coordinator
1615 South Closner, Suite G
Edinburg, Texas 78539

Parties Bound

10.02 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Agreement.

Texas Law to Apply

10.03 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.

Legal Construction

10.04 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant
of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment subject to the Lessor's approval/disapproval. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Amended and Restated Lease Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON August 3, **2010**

HIDALGO COUN TY, TEXAS

By: Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

O.E. INVESTMENTS, LTD.

By: Othal E. Brand, Jr., President/CEO

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"Lease of Tower Space-Weslaco, TX"
Bid No: 2010-044-05-12-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 7 pages.**
4. **Exhibit "B" Bid Page consisting of 3 pages.**
   (Must be submitted with bid).
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid).
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Lease Agreement, consisting of 10 pages.**

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

April 26, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

April 26, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES**
Request for Bids -**"LEASE OF TOWER SPACE-WESLACO, TX"**
Bid No: 2010-044-05-12-ERT

Dear Gentleman/Ladies:

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/ert

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-WESLACO, TX "

BID OPENING DATE:
May 12, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES–LEASE OF TOWER SPACE-WESLACO, TX"** 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-2010-044-05-12-ERT-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-WESLACO, TX"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, May 12, 2010. 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 - 2010-044-05-12-ERT - RFB-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-WESLACO, TX".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-WESLACO, TX"**
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Division of Emergency Services
  Attn: Belinda Alvarez
  100 E. Cano, 2nd Floor
  P.O. Box 1356
  Edinburg, TX 78539
  956-318-2600

17. Schedule of Events

Bid Opening, 9:30 AM	**May 12 , 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the

purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to

contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-WESLACO, TX"
BID NO.: 2010-044-05-12-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Hwy Bus 281 - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

Exhibit "A"

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
(DEPARTMENT OF EMERGENCY MANAGEMENT)
"LEASE OF TOWER SPACE-WESLACO,TX"
RFB NO. 2010-044-05-12-ERT
SPECIFICATIONS

Hidalgo County is seeking to Lease Tower Space for the Hidalgo County Division of Emergency Services (Department of Emergency Management). Specifications are as, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1) **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

2) Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the 1st day of May, 2009. Tower site must be geographically located within 2 miles of the following:

Name	Latitude	Longitude
Weslaco	26-07-42.2 N	098-00-45.0 W

3) Height of tower shall be as follows:

Name	Minimum Required Height in feet
Weslaco	480

4) Tower site lease provider must provide an equipment shelter at or near the base of the tower to house the communication system and peripherals. Equipment shelter shall be of concrete block or or other construction capable of withstanding sustained hurricane force winds.

5) Tower site lease provider shall be required to provide electricity for the Hidalgo County equipment listed below.

6) Tower site lease provider shall be required to provide air conditioning for the Hidalgo County equipment listed below.

7) Tower site lease provider shall be required to provide back-up generator power at not less than 20 kilowatt 220 – 240 volt capacity and not less than a 500 gallon LP gas storage capacity for the Hidalgo County equipment listed below.

8) Tower must be approved by and meet or exceed current standards and guideline of the F.A.A.

9) Tower must be registered with and meet or exceed standards and current guidelines of the F.C.C. Tower site lease provider shall attach a copy of each F.C.C. Antenna Site Registration.

10) Tower site lease provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11) Tower site lease provider must, throughout the term of the lease, maintain the property and keep it free of waste and nuisance.

12) Tower site lease provider must, throughout the term of the lease, at his own expense, maintain the air conditioning systems, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, road access or paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and/or painting, backup generator, LP storage tank and all other components of the property.

13) Tower site lease provider will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

14) Tower site lease provider agrees that Hidalgo County employees and contracted agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment subject to the tower site lease providers approval/disapproval.

15) Tower site lease provider agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Hidalgo County's use of the property.

16) Tower site lease provider represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

17) Tower site lease provider must provide microwave connectivity at the minimum bandwidth rate of six (6) mbps to network with all other tower sites in the LRGVDC Project 25 800 MHz Voice and Data Radio Communications System.

18) **Tower site lease provider agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Hidalgo County. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Hidalgo County to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property.**

19) **Tower site lease provider agrees to hold Hidalgo County harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Tower site lease provider, both Tower site lease provider and Hidalgo County against such loss and**

liability, in such amounts as Hidalgo County may reasonably require. In the event Tower site lease provider should neglect to provide any insurance coverage required under this paragraph, Hidalgo County shall have the right, but not the obligation, to purchase such coverage to protect Hidalgo County's interests, with any reasonable cost therefore to be payable by the Tower site lease provider.

20) **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

21) **Vendor must have a bid amount for ALL terms.**

22) **Tower rent MUST include cost of electricity, air conditioning BTU/electricity cost, building space cost, microwave connectivity cost, and tower space height cost.**

23) Any contract awarded to a successful bidder will be in effect until;
a) The contract expires
b) Delivery acceptance of products and/or performance of services ordered, or
c) Terminated by County with thirty (30) days written notice prior to be cancellation.

24) **The awarded bidder shall adhere to the following insurance requirements:**
Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; the award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

Term:
The term of the lease contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for nine (9) additional one (1) year terms.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

Premises:
Shelter must be able to provide a minimum of forty two (42) square feet of equipment space inside with an estimated three (3) foot walkway available in front and back of each equipment rack row.

Installed Equipment

Division of Emergency Services will provide and cause to be installed the following equipment at the approved site:

Site – Weslaco, TX

800 MHz Radio Communications System

Master Antenna System
One transmit antenna shall be located at 480 feet.
One receive antenna shall be located at 430 feet.
One tower top preamp located at 430 feet.
One three foot microwave dish located at 250 feet.

Uninterruptible Power Supply system

Site Equipment List

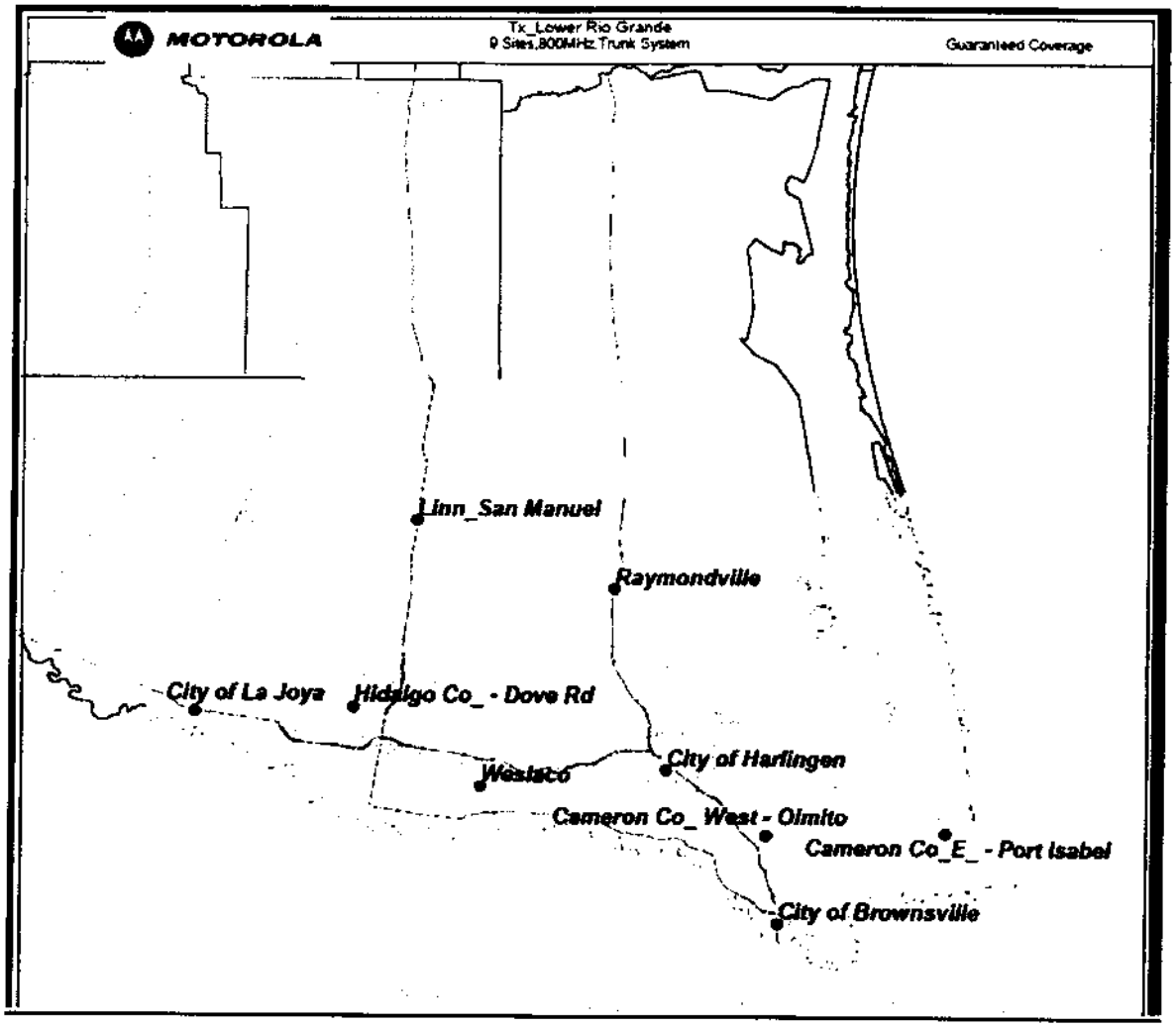
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	X591AF	ENH: ASTRO 25 SITE REPEATER SITE CONTRLLR SW
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
2	DSOP820B	POWER DIST. UNIT SURGE PROTECT
1	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK
1	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE PROTCTD) OR HARD WIIRED (16 V) T1/E1
1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR
1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
1	DS115000AA30073	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN
1	DSAPEXIMAX808	240/120 1 PHASE TYPE 1 NEMA 4X
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
1	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
1	DSL4TDMPS	7 - 16 DIN MALE POSITIVE STOP FOR 1/2" CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
510	L1713	1-1/4" LDF HELIAX POLY JKT PER FT
2	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POSITIVE STOP
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
3	TDN6948	HOISTING GRIP FOR 1-5/8" CABLE & EW44/52/63
1	DS1050125AA	CABLE LIGHTENING ARRESTOR
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
1	DS42883H01CG	C&M UNIT FOR TTA W/O RX MULT, 792-824MHZ W/428-83H-01-T FOR GTR8000

1	DS42883H01T	TTA, COMPACT AUTO QUAD 792-824 MHZ TOWER BOX
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L3323	7/8" AVA HELIAX POLY JKT PER FOOT
2	DDN9498	TYPE N FEMALE PS CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	TDN8810	N FEMALE CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6673	1/2" CABLE GROUND CLAMP KIT
3	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
30	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
2	TDN8810	N FEMALE CONNECTOR
1	DSISDC50LNZ30MA	DC INJECTOR 30V M CONN ANTENNA POR
1	SQM01SUM0187	ARC 4000 MASTER SITE ADD-ON
1	CA01209AA	ADD: ASTRO 25 IV&D SITES
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1
3	V592	AAD TERM BLCK & CONN WI
1	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES
5	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER
2	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR
1	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)

LRGVDC Project 25 800 MHz Voice and Data Radio Communications System

Engineered Coverage

Hidalgo County 800 MHz Elements



Site – Weslaco, TX

PREMISES

19' RACK SPACE REQUIREMENTS

RACK # 1 MASTER ANTENNA SYSTEM	RACK # 2 RF EQUIPMENT	RACK # 3 RF EQUIPMENT	RACK # 4 SITE CONTROLLER RACK	RACK # 5 UPS	RACK # 6 UPS	RACK # 7 UPS

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN, May 5, 2010 by 5:00 P.M., Responses to said inquiries will be sent to all applicants via facsimile by no later than May 7, 2010 by 5:00 p.m.

/

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-WESLACO, TX"
BID No: 2010-044-05-12-ERT
Bid Opening Date: May 12, 2010 at 9:30 AM

Vendor must have a bid amount for ALL terms.

Initial 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 1st term of 1 year (12 months)	
Renewal Options 2nd 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 2nd term of 1 year (12 months)	
3rd 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 3rd term of 1 year (12 months)	
4th 1 year term:	
Total cost per month	

Total cost for 4th term of 1 year (12 months)	
5th 1 year term:	
Total cost per month	
Total cost for 5th term of 1 year (12 months)	
6th 1 year term:	
Total cost per month	
Total cost for 6th term of 1 year (12 months)	
7th 1 year term:	
Total cost per month	
Total cost for 7th term of 1 year (12 months)	
8th 1 year term:	
Total cost per month	
Total cost for 8th term of 1 year (12 months)	
9th 1 year term:	
Total cost per month	
Total cost for 9th term of 1 year (12 months)	
10th 1 year term:	
Total cost per month	

Total cost for 10th term of 1 year (12 months)	
Grand Total	
Total Cost for 10 years (120 months)	
FCC Antenna Site Registration #	

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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 naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A

INSURER B:

INSURER C

INSURER D

INSURER E.

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL 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 EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - 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 OCCURRENCE $ AGGREGATE $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ 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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' 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"

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 onginally 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

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 email: 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
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

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.:**

Revised12/14/06

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. November 2005)
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, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

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. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. 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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [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)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension 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 "A-1"

LEGAL DESCRIPTION

LEASE OF TOWER SPACE IN THE CITY OF WESLACO, TEXAS

That space located 500 feet above ground level (AGL) or 582 feet above mean sea level (AMSL) on that certain tower located in Weslaco, Texas on that certain property more particularly described in Exhibit A-2 attached hereto.

EXHIBIT "A-2"

PROPERTY LEGAL DESCRIPTION

LEASE OF TOWER SPACE IN
THE CITY OF WESLACO, TEXAS

(see attached)

Federal Aviation Administration
Southwest Regional Office
-ASW-520
Fort Worth, TX 76137-0520

AERONAUTICAL STUDY No
2002-ASW-3509-OE

PRIOR STUDY No.

Issued Date: 10/2/2002

OTHAL BRAND
OE INVESTMENTS, INC.
PO BOX 4408
MCALLEN, TX 78502

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has completed an aeronautical study under the provisions of 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure Type:	Antenna Tower
Location:	WESLACO, TX
Latitude:	26-7-42.27 NAD83
Longitude:	98-0-45.01
Heights:	500 feet above ground level (AGL)
	582 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure should be marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1 K, Obstruction Marking and Lighting, paint/red lights - Chapters 3(Marked),4,5(Red),&12.

It is required that the enclosed FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

____ At least 10 days prior to start of construction (7460-2, Part I)

(_X_) Within 5 days after the construction reaches its greatest height (7460-2, Part II)

As a result of this structure being critical to flight safety, it is required that the FAA be kept appraised as to the status of the project. Failure to respond to periodic FAA inquiries could invalidate this determination.

VLTC
79,402

1137827

WARRANTY DEED WITH VENDOR'S LIEN

Date: **October 18, 2002**

Grantor: **JUAN M. MEDINA and MARY ALICE MEDINA**

Grantor's Address: **P. O. Box 8186, Weslaco, Hidalgo County, Texas 78599-8186**

Grantee: **O. E. INVESTMENTS, INC.**

Grantee's Address: **4800 North 23rd, McAllen, Hidalgo County, Texas 78501**

Consideration: **TEN DOLLARS ($10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of TWO HUNDRED THOUSAND DOLLARS ($200,000.00) and is executed by Grantee, payable to the order of FIRST NATIONAL BANK. To the extent of NINETY-ONE THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS ($91,975.00), the note is secured by a vendor's lien retained in favor of FIRST NATIONAL BANK in this deed and by a deed of trust of even date from Grantee to MICHAEL V. McCARTHY, Trustee.**

Property (including any improvements): **North 655.60 feet of the West 30.00 acres of Farm Tract 719, WEST TRACT SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 2, Page 34, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.**

Reservations from and Exceptions to Conveyance and Warranty:

1. **Blanket easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvements District No. 9 and easement and restrictions as shown on the map of the above recorded subdivision.**
2. **All oil, gas and other minerals has been heretofore reserved by prior grantors as set forth in Deed dated December 20, 1951, recorded in Volume 736, Page 218, Deed Records and Deed dated December 8, 1999, filed December 30, 1999 under Document Number 834151, Official Records of Hidalgo County, Texas.**
3. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease dated July 30, 1943, recorded in Volume 49, Page 453, Oil and Gas Records of Hidalgo County, Texas.**
4. **Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated September 15, 1946, recorded in Volume 63, Page 87, Oil and Gas Records of Hidalgo County, Texas.**
5. **Road right of way along the West 20 feet and a tower at the Southeast corner as shown by survey prepared by Fabian, Nelson & Medina, Inc. dated August 7, 2002 under Work Order #47197.**
6. **Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances of governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.**
7. **Taxes for the years 2003 and subsequent thereto, together with subsequent assessments for such year and prior years due to change of ownership, use, or both, the payment of which Grantee assumes.**

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.

FIRST NATIONAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and the superior title to the property are retained for the benefit of FIRST NATIONAL BANK and are transferred to FIRST NATIONAL BANK without recourse on Grantor.

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

JUAN M. MEDINA

MARY ALICE MEDINA

(ACKNOWLEDGMENT)

State of Texas

This instrument was acknowledged before me on the 21st day of October, 2002, by **JUAN M. MEDINA.**

RACHEL C. RUIZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-13-2004

Notary Public, State of Texas

(ACKNOWLEDGMENT)

State of Texas

This instrument was acknowledged before me on the 21st day of October, 2002, by **MARY ALICE MEDINA.**

RACHEL C. RUIZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-13-2004

Notary Public, State of Texas

PREPARED BY:

Law Offices of Richard S. Talbert
612 South Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)

File/GF Number: 6195/79402vit

AFTER RECORDING RETURN TO:

O. E. INVESTMENTS, INC.
4800 North 23rd
McAllen, Texas 78501

CHARGE RECORDING FEES TO:

Valley Land Title Co.
123 B East McIntyre
Edinburg, TX 78539

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

On: Nov 05, 2002 at 03:43P

As a Recording

Document Number: 1137627
Total Fees : 16.00

Receipt Number - 457088
By, Melda Leal, Deputy

EXHIBIT "B"

BID PAGE with BID TABULATION

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-WESLACO, TX"
BID No: 2010-044-05-12-ERT
Bid Opening Date: May 12, 2010 at 9:30 AM

Vendor must have a bid amount for ALL terms.

Initial 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,700.00
Total cost for 1st term of 1 year (12 months)	$32,400.00
Renewal Options 2nd 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,835.00
Total cost for 2nd term of 1 year (12 months)	$34,020.00
3rd 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,977.00
Total cost for 3rd term of 1 year (12 months)	$35,724.00
4th 1 year term:	
Total cost per month	$3,126.00

Total cost for 4th term of 1 year (12 months)	$37,512.00
5th 1 year term:	
Total cost per month	$3,282.00
Total cost for 5th term of 1 year (12 months)	$39,384.00
6th 1 year term:	
Total cost per month	$3,446.00
Total cost for 6th term of 1 year (12 months)	$41,352.00
7th 1 year term:	
Total cost per month	$3,618.00
Total cost for 7th term of 1 year (12 months)	$43,416.00
8th 1 year term:	
Total cost per month	$3,799.00
Total cost for 8th term of 1 year (12 months)	$45,588.00
9th 1 year term:	
Total cost per month	$3,989.00
Total cost for 9th term of 1 year (12 months)	$47,868.00
10th 1 year term:	
Total cost per month	$4,188.00

Total cost for 10th term of 1 year (12 months)	$50,256.00
Grand Total	
Total Cost for 10 years (120 months)	$407,520.00
FCC Antenna Site Registration #	1236688

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: O.E. Investments, Ltd.

ADDRESS: P.O. Box 4408

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO'S: (956) 793-0103, (956) 631-2334-Fax

CELLULAR NO: (956) 793-0103

E-MAIL ADDRESS: obrand@rioplexwireless.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Othal E. Brand, Jr.

TITLE President / CEO

OPENED
9:50am
MAY 12 2010
Witnessed

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES	
BID OPENING DATE: May 12, 2010	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "LEASE OF TOWER SPACE-WESLACO, TX"	
BID NO: 2010-044-05-12-ERT	**BUYER: ERIC TREVINO**

NAME OF COMPANY	BID AMOUNT
O.E INVESTMENTS, LTD **MCALLEN, TX 78502**	Year 1 - $32,400.00
	Year 2 - $34,020.00
	Year 3 - $35,724.00
	Year 4 - $37,512.00
	Year 5 - $39,384.00
	Year 6 - $41,352.00
	Year 7 - $43,416.00
	Year 8 - $45,588.00
	Year 9 - $47,868.00
	Year 10 - $50,256.00
	Grand Total for 10 years - $407,520.00

THIS IS THE ONLY VENDOR THAT SUBMITTED A BID.

EXHIBIT "C"

INSURANCE CERTIFICATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/02/2009

PRODUCER 956.686.3888 FAX 956.682.5650
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED O E Investments, Inc.
Po Box 4408
McAllen, TX 78502-4408

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	CPS1097250	12/02/2009	12/02/2010	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 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
		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)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE 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 SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed as additional insured on GL policy.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept
2812 S Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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
Kent Shepard/CL25

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ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 12/01/2009

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY	PHONE (A/C, No, Ext): 956.686.3888	COMPANY
Shepard Insurance Agency P O Box 4288 5801 N 10th #300 McAllen, TX 78502		Great American Insurance Comp 3200 Wilcrest Ste 300 Houston, TX 77042
FAX (A/C, No): 956.682.5650	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: 00007015		

INSURED	LOAN NUMBER	POLICY NUMBER
O E Investments, Inc. Po Box 4408 McAllen, TX 78502-4408		IMP157 53 62 00
	EFFECTIVE DATE: 12/02/2009	EXPIRATION DATE: 12/02/2010
	☐ CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

1 Loc 00001 Bldg 00001 41600 Hwy 83 La Joya, TX 78560

2 Loc 00002 Bldg 00001 176 S Milanos Weslaco, TX 78596

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN I: SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

	COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
1	Communication Tower, RC, Special (Including theft) - Detail	20,000	1000
2	Communication Tower, RC, Special (Including theft) - Detail	20,000	1000

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATIO OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS		
Hidalgo County Purchasing Department 2812 S Bus Hwy 281 Edinburg, TX 78539	☐ MORTGAGEE ☐ LOSS PAYEE	☐ ADDITIONAL INSURED X Certificate holder
	LOAN #	
	AUTHORIZED REPRESENTATIVE Kent Shepard/CL25	

ACORD 27 (2006/07)

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AI-22261 **44.A.0.**

Hidalgo County Emergency Mgt Division-Amended and Restated Lease Agreements (O E Brand Investments, Ltd) for Tower Space in La Joya and Weslaco, Texas

CC REGULAR

Date: 08/03/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting approval of the "Amended" and "Restated" Lease Agreements previously (approved by CC on 06/22/10) to O.E. Investments, LTD for the "Lease of Tower Space" in the Cities of La Joya and Weslaco, Texas for the Hidalgo County Emergency Management Division.

Amended and Restated Lease Agreement by legal counsel #C-10-043-08-03 (La Joya Tower Site)
Amended and Restated Lease Agreement by legal counsel #C-10-044-08-03 (Weslaco Tower Site)

BACKGROUND

Amended and Restated Lease Agreement by legal counsel #C-10-043-08-03 (La Joya Tower Site)
Amended and Restated Lease Agreement by legal counsel #C-10-044-08-03 (Weslaco Tower Site)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-429-00-300-023-0-441
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Lease Agreement-C-10-043-08-03-OE Investments Ltd
Link: Lease Agreement-C-10-044-08-03-O E Investments Ltd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	07/29/2010 03:00 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			

Form Started By: Letty Saenz Started On: 07/29/2010 03:00 PM

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/01/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME:
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
O. E. Investments, Ltd.
P.O. Box 440
McAllen, TX 502

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Essex Ins Co	
INSURER B:	Texas Mutual Insurance Company	0060
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: Master 2010-2012 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 / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC			CL420912456	01/18/2011	01/18/2012	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 $ 100,000 $ 5,000 $ Excluded $ 2,000,000 $ Excluded
	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 DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	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	N/A		TSF0001208277	01/28/2011	01/28/2012	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)

Additional insured in favor of certificate holder as pertains to General Liability & Business Auto
30 Day notice of cancellation as pertains to Workers Compensation Policy

CERTIFICATE HOLDER
FAX: 318.2629

Hidalgo County
Attn: Purchasing Dept
2812 S. Bus Hwy 281
Edinburg, T 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
Kent Shepard

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SIA
SHEPARD INSURANCE AGENCY
5801 N. 10th Street, Suite 300 McAllen, TX 78504
P: (956) 686-3888; F: (956) 682-5650

Date: 2/1/11

TO: Hidalgo County

Attn: Leticia Saenz

Fax # 318-262

Total Number of pages: 2

Re: O.E. Investments, Ltd

Attach please find certificate to insurance for the above captioned insured.

Should you have any questions feel free to call or e-mail me.

Thank you,

Nellie Hernandez

Shepard Insurance Agency
5801 N. 10th Street Suite #300
McAllen, Texas 78504
P: (956) 686-3888 F: (956) 682-5650
P: (888) 686-3888
e-mail: nellieh@shepins.com

"Payment Disclaimer: It is not normal business practice to advise clients of either a lapse or cancellation of coverage due to non-payment of premium. Appropriate notification of such action will be sent directly to you by either your insurance company or premium finance company."

AI-44785 **Purchasing Department 7. H.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Dan. Flores-Bldg. Maint. Mgr. Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval & authority to enter into a fire alarm monitoring services agreement with Superior Alarms for an initial term of 1 year with continuation of services through the life term of the monitoring agreement and equipment in place by user department, including activation fee and the execution of the required fire alarm monitoring agreement with Superior Alarms for the Old Administration Building 1st and 2nd floors in the amounts mentioned below:

Requisition#	Location	Conditions Monitored	Amount	Activation fee (one time fee)
259695	100 E. Cano, Edinburg, TX 78539	Fire Alarm	$25.00 per month Total of $300.00 yr.	$85.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-419-40-220-001-0-413

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

BUDGETARY IMPACT:

Amount available for requisition# 259695 as of 7-3-14 $235.00 for SUPERIOR ALARMS.

Attachments

Superior Alarms Agreement

Legal review and approval

Superior

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/30/2014 05:01 PM
Budget & Management	Debbie Tamez	07/01/2014 09:39 AM
Manuel Chapa	Manuel Chapa	07/03/2014 03:54 PM
Auditor's Office	Monica Badillo	07/03/2014 05:59 PM

Form Started By: Moises Salazar Started On: 05/29/2014

Final Approval Date: 07/03/2014

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
		Fbr

SUBSCRIBER

NAME Hidalgo County Faculties & Management

ADDRESS P.O. Box 1356 STREET SUITE/APT NO.

CITY Edinburg STATE TX ZIP CODE 78539

TEL. NO. ( ) ( )

FAX NO. ( ) S. S. NO.

TDL# Email

COMPANY

Superior Alarms

600 Ash Avenue, McAllen, TX 78501

Ph. (956) 682-6005

FAX (956) 213-1179

LOCATION OF ALARM DEVICES

Physical Address 100 E. Cano City Edinburg State TX Zip 78539

Directions to Subscriber's Location:

CONDITIONS MONITORED

☑ Fire ☐ Hold-up ☐ Burglar ☐ Panic ☐ Low Battery ☐ Medical ☐ Close ☐ Open ☐ Other

TYPE OF INSTALLATION

☑ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department		( )
	Local Fire Department	Edinburg P.D.	( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		( )	( )	
2		( )	( )	
3		( )	( )	
4		( )	( )	
5		( )	( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:

☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken

Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance

Late Open Allowance

Late Close Allowance

Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

FEES • TERMS • PAYMENTS

INITIAL TERM: 1 Year(s) X Annual Fee $ 300.00 + tax

12 No. of payments equal payments of $ 25.00, each payable monthly on the 30th day of Subsequent months beginning July 30, 2014, and continuing regularly and monthly thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.

SUBSCRIBER MUST SIGN IN THREE PLACES

X _____ SIGNATURE OF SUBSCRIBER DATE

ACCEPTED:

By _____ Title

Date 6/25/14

For Office Use Only Typed by _____ Checked by _____

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By _____ Date _____

Monitoring Information Entered By _____ Date _____

Billing Information Completed By _____ Date _____

Billing Information Entered By _____ Date _____

Form Filed in Customer File By _____ Date _____

Approved by: _____

Date _____

T S MOORE PRINTING 956.687.6868 5/11

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

I. Introductory Provision

This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement.

II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified" with a written list, in order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular, and "stations" in the plural) of those responsible parties Subscriber designates Company notify (in sequence until contact is made) if Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall only monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement; and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities to Be Notified" on the front page of this Agreement by direct telephone call in the event the response received from the Subscriber's designated station so contacted is unsatisfactory in the sole discretion of Company (hereinafter, collectively, call the "Service"); provided, however that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported; and further provided; and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated places, (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required of Subscriber, (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iv) when the installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal received and acknowledged as acceptable by Company on the alarm devices of Subscriber which monitors the occurrence of Conditions Monitored.

III. Monitoring Service Fees and Renewal

A. For the Service required of Company under this Agreement, Subscriber agrees to pay Company the fee (hereinafter call the "fee") set forth under heading "Fees • Terms • Payments", on the front page of this Agreement in the manner likewise set forth on the front page of this Agreement. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the matured amount or $5.00, whichever is more.

B. This Agreement shall be for the initial Term set forth in the heading "Fees • Terms • Payments" on the front page of this Agreement, and shall be automatically renewed for successive like periods of time thereafter on the same terms and conditions (except for the fee and method of payment thereof to Company) unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of initial Term or the next renewal period of this Agreement, as applicable. If, for any renewed period after the initial Term, Company shall determine an increase in the fee is appropriate, or a change in the method of payment is proper, Company shall notify Subscriber prior to the expiration of the period for cancellation of this Agreement, with respect to the next renewal period, and if this Agreement is not so canceled by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due; (ii) if Subscriber shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of installment of the fee, and shall not cure such failure within ten (10) days after written notice thereof to Subscriber, or (iii) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion to, without any notice or demand whatsoever; (i) terminate this Agreement, discontinue the service to the Subscriber and recover then matured installments of the fee due from Subscriber and all other loss and damage with Company may suffer reason of such termination, including the cost of discontinuance of the Service to Subscriber or (ii) recover then matured installments of the fee due from Subscriber and continue the Service to Subscriber in which case, Company shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement for the continued Service. Pursuit by Company of any of the aforegoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

IV. Limitation on Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof; and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonable impracticable. The Company has and assumes no liability for interruption of service due to strike, riots, floods, fires, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will not be required to supply Service to a Subscriber while interruption of Service is due to any such cause whether at the Premises or the monitoring location of Company. Since signals from alarm devices to company are usually received by means of the telephone system, Company shall not be responsible for interruption in Service due to any telephone or telephone service failure. The availability of Service and response times are, in the main, governed by the telephone system; and Company assumes no liability for delays caused by said system regardless of where such failure be located.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may imposes fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto. If Company reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency signals, Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or emergency signals, if Company determines in its sole discretion that excessive generation continues after such notice to Subscriber.

C. EVEN IF THE ALARM DEVICES OF SUBSCRIBER ARE TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the Service, except to the extent specified in Paragraph E, below. Subscriber acknowledges and agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR $250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

E. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, because of, among other things:

(1) the uncertain amount of value of a Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Service is designed to detect or avert;

(2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by Company; and

(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER. EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR $250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE, COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

F. In the event any third party, including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party, makes any claim or commences any action against Company related in any manner to this Agreement or the Service regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph D and E of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTIRBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS. EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

ACKNOWLEDGMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

X _____

SUBSCRIBER

V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement, in whole or in part, without any Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be written notice given by Company to Subscriber. Subscriber further covenants and agrees that, (i) any such assignee subcontractor shall have and be entitled to exercise any and all discretion, rights and powers of Company, under this Agreement ut such subcontractor's or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's (ii) after notice from Company to do so, Subscriber will perform all of his obligations under this agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor of assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may not or hereafter have as against Company (Subscriber reserving his right to have recourse directly against Company on account of any such defenses or claims), and (iii) if Company shall fully assign its rights under this Agreement and give written notice thereof to Subscriber, then Company shall be released from and after the date of such Assignment of further responsibility under this Agreement (such provision not altering the provisions of clause (ii) afore) and, (iv) Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the first page of this agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when receipted for by Subscriber or Company, as the case may be. All invoices by Company notifying Subscriber that an installment of the fee is due shall be mailed by first class mail, postage prepaid, to the billing address of Subscriber indicated in the introductory provision of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussions between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. Unless the content otherwise specifies or requires, the informational terms delineated, defined and amplified on the first page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the hairs, personal representatives, successors and assigns of the parties hereto. This agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, matter or thing, "with or without cause" or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercises shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company only if signed on the first page of this Agreement by a duly authorized representative of Company. This Agreement may only be altered or modified by a document in writing signed by both parties hereto.

Superior Alarms

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1147

We send the police there in a hurry!

June 18th, 2013

Addendum to Commercial Alarm Monitoring Agreement between the County of Hidalgo and Superior Alarms whether already existing or a new agreement after the date of this addendum.

1. The County of Hidalgo is allowed to terminate this Agreement at any time without cause on 30 days written notice to customer.
2. Paragraph IV. B. add to beginning of paragraph : "Any indemnity of Subscriber herein is limited to the extent Subscriber is allowed by law to indemnify or grant an indemnity,"

County of Hidalgo
2802 South Business Highway 281
Edinburg, Texas 78539
956-318-2626

_____
Title

Superior Alarms
600 Ash Avenue
McAllen, Texas 78501
800-580-6001

_____
President

Zimbra **martha.salazar@co.hidalgo.tx.us**

Fwd: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Thu, Jun 20, 2013 09:50 AM

Subject : Fwd: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION 1 attachment

To : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Matilde Faz <matilde.faz@co.hidalgo.tx.us>

Ladies:
This e-mail will serve as approval to form by our legal counsel. I am so relieved after two years we can finally get these invoices processed.
Marty

PS Supporting documentation for agenda item.

From: "Steve Crain" <scrain@atlashall.com>
To: "Alan Yoder" <alan@superioralarms.com>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, June 19, 2013 4:20:13 PM
Subject: RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Please send the two signed originls to Martha Salazar at the Hidalgo County Purchasing Department. Thanks.

From: Alan Yoder [mailto:alan@superioralarms.com]
Sent: Wednesday, June 19, 2013 3:45 PM
To: 'Steve Crain'
Subject: RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Ok, Are you planning on getting it signed by the County Judge and would you like me to bring over 2 copies of it already signed on our side so that you can just return to us 1 copy?

Sincerely,

Alan Yoder, CET
President
CVI-20100609-1053112
Superior Alarms *(Established 1986)*
600 Ash Avenue
McAllen, Texas 78501
alan@superioralarms.com
www.superioralarms.com
956-682-6005 Office
956-213-1147 Fax
Put our 27 years of experience to work for you!
The information in this email may be confidential and/or privileged. This email is intended to be reviewed only by the individual or organization named above. If you are

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From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, June 19, 2013 3:14 PM
To: 'Alan Yoder'
Subject: RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

That works.

From: Alan Yoder [mailto:alan@superioralarms.com]
Sent: Wednesday, June 19, 2013 2:44 PM
To: 'Stephen L. Crain'
Subject: RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Steve,

This is the third and FINAL draft of the addendum.

Sincerely,

Alan Yoder, CET
President
CVI-20100609-1053112
Superior Alarms *(Established 1986)*
600 Ash Avenue
McAllen, Texas 78501
alan@superioralarms.com
www.superioralarms.com
956-682-6005 Office
956-213-1147 Fax
Put our 27 years of experience to work for you!
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From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, June 19, 2013 2:16 PM
To: alan@superioralarms.com
Subject: Addendum to Commercial Alarm Monitoring Agreement

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221

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600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

Thursday, July 03, 2014

HIDALGO COUNTY FACULTIES & MANAGEMENT
ATTN: DANIEL FLORES
P.O. BOX 1356
EDINBURG, TX 78539
956-454-5724

INSTALLATION ADDRESS:
100 E. CANO
EDINBURG, TX

We are pleased to submit the following proposal for Monitoring Services at the above location.

MONITORING FOR FIRE SYSTEM:
1 ACTIVATION FEE FOR EXISTING NOTIFIER FIRE PANEL

TOTAL INVESTMENT $85.00 + TAX EXEMPT

MONTHLY FIRE MONITORING:
6 MONTHLY MONITORING@$25.00 $150.00 + TAX EXEMPT

CUSTOMER TO PROVIDE:
2-ANALOG PHONE LINES

We agree to the above system design and the terms listed below and authorize Superior Alarms to begin work. We also agree to sign a commercial sales agreement.

Balance due date: On completion

_____ _____
Authorization Date

(Note: THIS PROPOSAL IS PROPRIETARY INFORMATION AND ANY DISCLOSURE TO ANY PARTY IS PROHIBITED.)

Thank you for the opportunity to serve you with your security needs. If you have any questions feel free to call me at **682-6005X216**.

Sincerely,

Flor Salazar
Sales Representative

AI-45260 **Purchasing Department 7. I.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Comm. J. Palacios, HC-Pct. 4 Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Correction (for processing purposes) of AI#41368 (CC of 10-29-13) to reflect 16 waste barrels (number on invoice-attached) for PCT #4 and not as PO#702353 stated quantity as 15 each barrels

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-432-00-124-001-0-339

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

BUDGETARY IMPACT:

Funds available as of 7/03/14

Attachments

Veolia Barrels clarification

inv

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/01/2014 02:38 PM
Budget & Management	Debbie Tamez	07/02/2014 11:07 AM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Lisa Vela Started On: 06/27/2014 09:54 AM

Final Approval Date: 07/03/2014

AI-39764 **Purchasing Department 9. B.**
CC CONSENT
Meeting Date: 08/13/2013
Submitted For: Comm. J. Palacios, Pct. #4 Submitted By: Lisa Vela, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the environmental service agreement with Veolia ES Technical Solutions L.L.C. as reviewed and approved by legal with Veolia ES Technical Solutions for the amount of $4,556.25 through Requisition # 239537 for the disposal of 15 waste barrels located within PCT #4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-432-00-124-001-0-339
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Ref Req# 239537

Attachments

REQUISITION
AGREEMENT
LEGAL LETTER
req

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/07/2013 02:42 PM
Budget & Management	Obdett Calzada	08/07/2013 03:45 PM
Obdett Calzada	Obdett Calzada	08/08/2013 01:14 PM
Auditor's Office	Monica Badillo	08/09/2013 05:43 PM
Form Started By: Lisa Vela		Started On: 07/17/2013 04:58 PM

Final Approval Date: 08/09/2013

AI-41368 **Purchasing Department 9. H.**
CC CONSENT
Meeting Date: 10/29/2013
Submitted For: Comm. J. Palacios, Pct. #4 Submitted By: Lisa Vela, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION
Requesting amendment to AI#39764 (CC action 8-13-13), to reflect amount from $4,556.25 to $6,505.50 through same requisition # 239537 for the disposal of 15 waste drums/barrels located within Pct #4.

BACKGROUND
Information from previous agenda:
Acceptance and approval of the environmental service agreement with Veolia ES Technical Solutions L.L.C. as reviewed and approved by legal with Veolia ES Technical Solutions for the amount of $4,556.25 through Requisition # 239537 for the disposal of 15 waste barrels located within PCT #4.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-432-00-124-001-0-339
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available through req# 239537 in the amount of $6,505.50 as of 10/25/2013.

Attachments

REQUISITION
AGREEMENT
LEGAL LETTER

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/25/2013 11:34 AM
Budget & Management	Obdett Calzada	10/25/2013 11:39 AM
Obdett Calzada	Obdett Calzada	10/25/2013 02:43 PM
Auditor's Office	Monica Badillo	10/25/2013 05:42 PM
Form Started By: Lisa Vela		Started On: 10/22/2013 01:29 PM

Final Approval Date: 10/25/2013

PO 702353

ENVIRONMENTAL SERVICES

Technical Solutions

INVOICE DATE	INVOICE NUMBER
02/24/2014	404700324
Net 30 Days	

AI 45260

For Billing Inquiries
Call MARGIE RATCLIFF at 1 (409) 736-4170

Customer No: 602384
BILL TO: HIDALGO COUNTY PCT #4
1051 N DOOLITTLE RD
EDINBURG, TX 78539
VERONICA LOPEZ

Generator No: 602385
JOB SITE: HIDALGO COUNTY PCT #4
1051 N DOOLITTLE RD
EDINBURG, TX 78539
JOE SEGOVIA

Manifest Numbers:
000722685VES

CUSTOMER P.O. NUMBERS	SERVICE DATE RANGE	TERR.
702353	02/12/2014	T60

DESCRIPTION	FAC.	UOM	QTY	UNIT PRICE	EXTENSION
519294 PAINT WASTE	PTA	551A2	16.00	$175.00	$2,800.00
DSP.FEE RCRA HAZARDOUS SOLIDS	PTA	TON	3.68	$16.00	$58.88
MANPWR. SUPERVISOR & ONE TECHNICAL ASSISTANT (1@1.75)		HOUR	1.75	$135.00	$236.25
MATERIAL 851A2-85 GAL METAL SALVAGE DRUM (OVERPACK)		EACH	16.00	$120.00	$1,920.00
TRANS. FUEL SURCHARGE		FUELSC	750.00	$0.27	$202.50
TRANS. TRANSPORTATION FEE		TRANFE	1.00	$750.00	$750.00
TOTAL					$5,967.63

Veolia ES Technical Solutions LLC is permitted for and has capacity to accept waste listed above in container quantities.
ALL PAST DUE AMOUNTS WILL BEAR INTEREST AT 1.5% PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS.

PLEASE REMIT TO: PO BOX 73709, CHICAGO, IL 60673-7709

AI-45179 **Purchasing Department 7. J.**

CC CONSENT

Meeting Date: 07/08/2014

Submitted For: Martha L. Salazar, HC-PA Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to add fuel card for: Constable - Hidalgo County Pct. No. 2 - Fuel card for vehicle

BACKGROUND

Attachments

Constable Pct No. 2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/30/2014 03:38 PM
Budget & Management	Debbie Tamez	07/01/2014 09:42 AM
Auditor's Office	Monica Badillo	07/03/2014 05:58 PM

Form Started By: Nielda Cavazos Started On: 06/23/2014 11:28 AM

Final Approval Date: 07/03/2014

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☒**Add Vehicle Card** ☒**Add Driver Pin** ☐**Delete/ Cancel Card** ☐**Delete/Cancel Driver**

Department:	Constable Pct. 2
Billing Address:	300 Hall Acres Suite E, Pharr Texas, 78577
Fuel Card Manager:	Roxanna De la Cruz
	This person can not have use of the fuel card
Phone Number:	**956-784-3510** **County Email**: roxanna.delacruz@co.hidalgo.tx.us
Web user Name:	**Password:**
Hidalgo Co Acct Number:	4 -1100-421-00-292-001-0-626
Requested By:	Chief Armando Campos
Original Signature is required	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #

Reviewed by Fuel Card Administrator:

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department:

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	***Purchasing Dept. Use Only*** **Card Number**
118-2712	2009 Chevy/Tahoe	1GNEC03009R249911	61591	
118-2711	2009 Chevy/Tahoe	1GNEC03089R254905	61592	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	***DBM Use Only*** **License Verification**	***Purchasing Dept. Use Only*** **Training Date & Signed Fuel Policy**

Form F.1.1 Revised: ***Attach separate list if additional users are required***