AI-29613 **2. A.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2011 - Purchasing (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-18-160-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-9-11

Attachments

Line item

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 08:09 AM
JC Carreon	JC Carreon	11/09/2011 08:42 AM
Auditor's Office	Arcilia Duran	11/09/2011 11:33 AM

Form Started By: Nielda Cavazos Started On: 11/08/2011 05:01 PM

Final Approval Date: 11/09/2011

DATE: **November 8, 2011**

DEPARTMENT HEAD: **Martha L. Salazar, CPPB**

DEPARTMENT NAME: **Purchasing**

ACCOUNT NUMBER: **1-1100-415-18-160-001-0**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
350	other services	626	Gasoline/diesel	1, 000.00

AI-29651 **2. B.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2011 - County Clerk (1238)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1238-415-40-180-004-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-10-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/10/2011 10:29 AM
JC Carreon	JC Carreon	11/10/2011 11:13 AM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Rene Perez Started On: 11/10/2011 10:18 AM

Final Approval Date: 11/10/2011

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 11/9/2011

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 1-1238-415-40-180-004-0-

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
890	OTHER	743	Office Furniture & Equipment	$ 2,800.00
890	OTHER	671	Repair & Maint. Supp.-Bldg & other Struct.	$ 2,500.00
			TOTAL	$5,300.00

REASON: To pay for upcoming expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 • Edinburg, Texas 78540 • 956-318-2100 • Fax 956-318-2105
www.hidalgocountyclerk.us

AI-29497 **2. C.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Yvonne Ramon Submitted By: Veronica Lopez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2011 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11/08/11

Attachments

Elections LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 03:24 PM
JC Carreon	JC Carreon	11/08/2011 04:01 PM
Auditor's Office	Arcilia Duran	11/09/2011 12:02 PM

Form Started By: Veronica Lopez Started On: 11/03/2011 07:35 AM

Final Approval Date: 11/09/2011

DATE: November 8, 2011

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 1-1100-414-00-130-001-0-XXX

2011
Transfer

AI- 29497

Contact Person: Veronica Lopez **Ph#:** (956) 318-2570 Ext. 5715

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
431	Bldg & Other Struc R&M Srv	412	Cable/Satellite TV	$614.85
540	Advertising	661	Minor Office Furn & Equip	$4,255.04
442	Equip & Veh Rental	661	Minor Office Furn & Equip	$5,835.69
442	Equip & Veh Rental	432	Equip & Veh R&M Srv	$410.00
442	Equip & Veh Rental	346	Hauling & Freight Srv	$75.00
672	Eq & Veh R&M Supp	661	Minor Office Furn & Equip	$409.27
			TOTAL	**$11,599.85**

REASON:
Transfer needed for Elections Dept. year end purchases.

Approved by

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29650 **2. D.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Raul Silguero Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Co. Wide Mechanic Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-004-0-113

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

BUDGETARY IMPACT:

Funding from lapsed salaries available as of 11/10/2011, refer to Salary Analysis.

Attachments

LIT

Salary Analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/10/2011 10:09 AM
Rosalinda Cantu	Rosie Cantu	11/10/2011 04:27 PM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Sylvia Solis Started On: 11/10/2011 09:48 AM

Final Approval Date: 11/10/2011

DATE: November 10, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for CW MECH SHOP

ACCOUNT NUMBER: 1-1200-431-00-122-004-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
113	REGULAR F/T EMPLOYEES	250	UNEMPLOYMENT COMP	250.00
			TOTAL	250.00

REASON:

Intradepartmental transfer to fund expenditures related to the unemployment compensation deficit.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

CO. WIDE MECHANIC SHOP

SALARIES ANALYSIS WORKSHEET

As of 11/10/2011

Acct No: 1-1200-431-00-122-004-0-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular Full-Time	$189,450.00	$7,286.54	5.0	$36,432.69	$42,952.09	$6,519.40
250	Unemployment	$956.00	$36.77	5.0	$183.85	($40.47)	($224.32)
TOTAL		**$190,406.00**	**$7,323.31**		**$36,616.54**	**$42,911.62**	**$6,295.08**

AI-29617 **2. E.**

CC CONSENT

Meeting Date: 11/15/2011

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

Department: COMM. PCT. #2

Information

CAPTION

2011 - Co Wide Mech Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-004-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $2,026.45 as of 11/08/2011
From 626 ---> 622 $1,000.00

Funding available in the amount of $350.00 as of 11/08/2011
From 890 ---> 622 $350.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 08:11 AM
Ana Galvan	Anna Galvan	11/09/2011 02:41 PM
Auditor's Office	Arcilia Duran	11/09/2011 04:54 PM

Form Started By: Yolanda Cisneros Started On: 11/08/2011 05:39 PM

Final Approval Date: 11/09/2011

DATE: November 8, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
County Wide Shop Department

ACCOUNT NUMBER: 1-1200-431-00-122-004-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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
626	GASOLINE / DIESEL	622	ELECTRICITY	$1,000.00
890	OTHER	622	ELECTRICITY	$350.00

AI-29647 **2. F.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

2011 - District Attorney (1100)

BACKGROUND

Monies will be used to pay for bottled water and equipment.

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/10/2011.

Attachments

DALITGF201107

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/10/2011 08:00 AM
Ana Galvan	Anna Galvan	11/10/2011 02:39 PM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Roy Cazares Started On: 11/09/2011 10:06 PM

Final Approval Date: 11/10/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: November 15, 2011
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 1-1100-412-00-080-002-0-XXX General Fund
Subject: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
856	Bank Fees	→	631	Bottled Water	$ 500.00
856	Bank Fees	→	442	Equipment & Vehicle Rentals	$ 30.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 530.00**

REASON:
Monies will used to pay for bottled water and equipment rental for remainder of the year.

ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-29648 **2. G.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

2011 - District Attorney (1222)

BACKGROUND

Will be purchasing paint and supplies to repair and paint bathrooms in the Felony Section.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1222-412-00-080-006-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-10-11

Attachments

DALITHC2011-08

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/10/2011 08:03 AM
Veronica Ortiz	Veronica Ortiz	11/10/2011 09:06 AM
Auditor's Office	Arcilia Duran	11/10/2011 09:35 AM

Form Started By: Roy Cazares Started On: 11/09/2011 10:10 PM

Final Approval Date: 11/10/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: **November 15, 2011**
DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**
DEPARTMENT NAME: **District Attorney's Office**
ACCOUNT NUMBER: **1-1222-412-00-080-006-0-XXX - BAD CHECKS ACCOUNT**
SUBJECT: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**
CONTACT PERSON: **Roy Cazares** PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

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

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
431	Building & Other Stru R&M Ser	→	671	Building Repairs & Maint. Su	$ 69.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 69.00**

REASON: Monies will be used to purchase paint and materials needed to repair walls and paint bathrooms in the Felony Section.

for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-29639 **2. H.**

CC CONSENT

Meeting Date: 11/15/2011

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-012-2-XXX

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 02:49 PM
Veronica Ortiz	Veronica Ortiz	11/10/2011 09:03 AM
Auditor's Office	Arcilia Duran	11/10/2011 09:49 AM

Form Started By: Mike Escaname Started On: 11/09/2011 02:30 PM

Final Approval Date: 11/10/2011

Date: November 9, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-012-2-
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
1-1293-441-00-340-012-2-601	IMM DIV LOCAL-OFFICE & CON	1-1293-441-00-340-012-2-320	IMM DIV LOCAL-PROFESSIONA	$900.00
			Amount	$ 900.00

Revenue Account
Amount Requested: $ 900.00

Reason: Line item transfer needed to fund anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-29581 **2. I.**

CC CONSENT

Meeting Date: 11/15/2011

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-018-1-XXX

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

BUDGETARY IMPACT:

Funding available as of 11/08/2011. Grant ended on 08/31/2011, therefore, no further actual expenditures will be applied.

Attachments

LIT

Back-up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 01:45 PM
Sylvia Solis	Sylvia Solis	11/08/2011 03:23 PM
Auditor's Office	Arcilia Duran	11/09/2011 01:57 PM

Form Started By: Mike Escaname Started On: 11/08/2011 01:28 PM

Final Approval Date: 11/09/2011

Date: November 8, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-018-1-xxx
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
1-1293-441-00-340-018-1-230	SDI-RETIREMENT	1-1293-441-00-340-018-1-211	SDI-HEALTH INSURANCE	$100.00
			Amount	$ 100.00

Revenue Account
Amount Requested: $ 100.00

Reason: Line item transfer needed to cover negative balance in account.
Grant ended on 08/31/11. Grant period has closed.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1293 HEALTH DEPARTMENT							
1-1293-441-00-340-018-1-211	SDI-HEALTH INSURANCE	.00	22,457.95	.00	22,549.27	-91.32	100.41
1-1293-441-00-340-018-1-230	SDI-RETIREMENT	.00	24,605.17	.00	18,657.37	5,947.80	75.83
1293 HEALTH DEPARTMENT		**.00**	**47,063.12**	**.00**	**41,206.64**	**5,856.48**	**87.56**
1 YEAR 1		**.00**	**47,063.12**	**.00**	**41,206.64**	**5,856.48**	**87.56**

AI-29560 **2. J.**

CC CONSENT

Meeting Date: 11/15/2011

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-008-1-220

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

BUDGETARY IMPACT:

No salary analysis required. Closing out grant.

Attachments

LIT

balance

balance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2011 03:20 PM
Rosalinda Cantu	Rosie Cantu	11/09/2011 10:28 AM
Auditor's Office	Arcilia Duran	11/09/2011 01:59 PM

Form Started By: Mike Escaname Started On: 11/07/2011 03:09 PM

Final Approval Date: 11/09/2011

Date: November 7, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-008-1- T.B. CONTROL
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
1-1293-441-00-340-008-1-220	T.B. CONTROL-FICA	1-1293-441-00-340-008-1-211	T.B. CONTROL-HEALTH INSU	$254.00
			Amount	$ 254.00

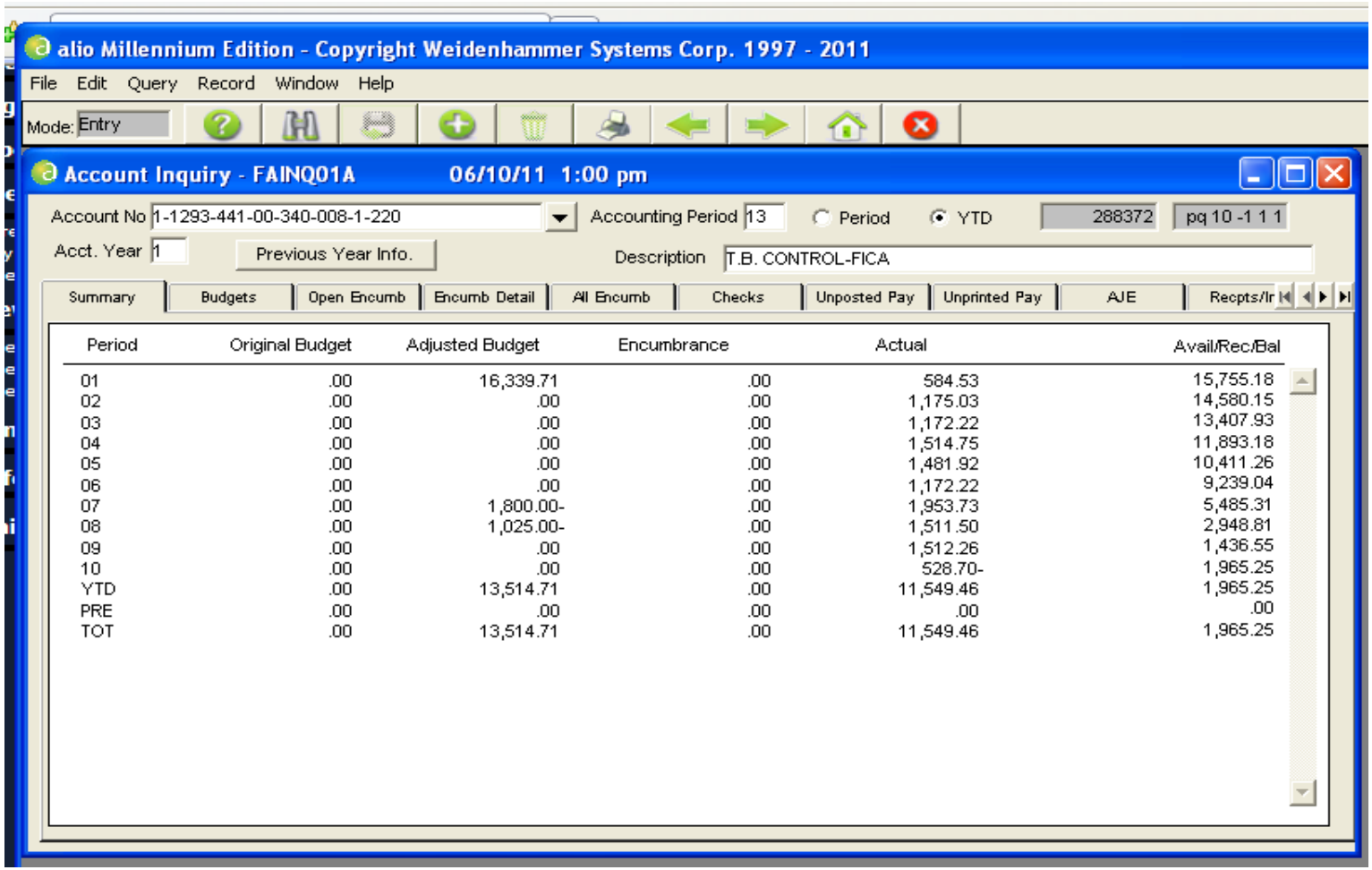
Revenue Account
Amount Requested: $ 254.00

Reason: Line item transfer needed to cover negative balance in account.
FY 11 grant has ended and period has been closed.

DEPARTMENT HEAD SIGNATURE

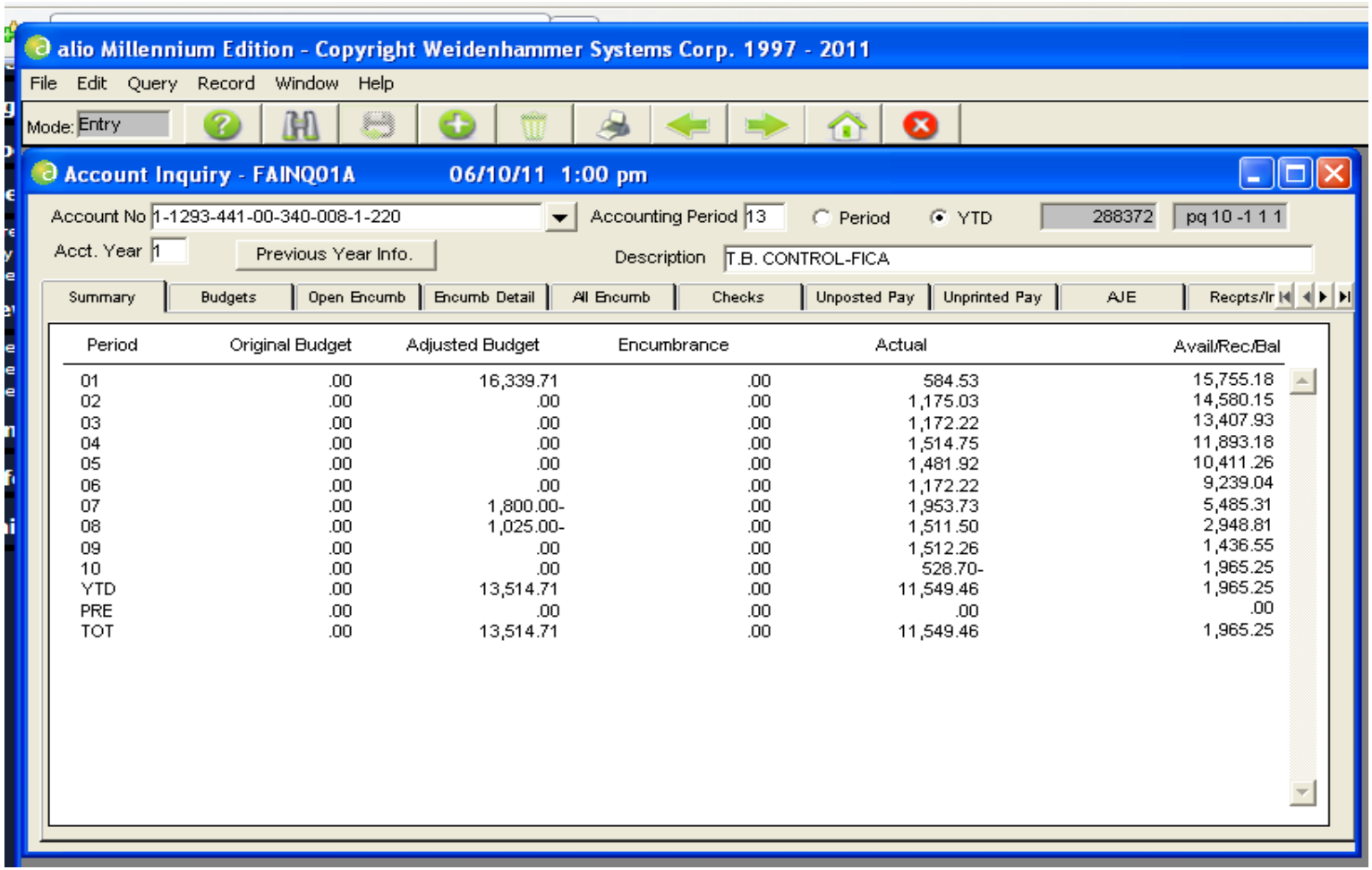
APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

Available balance as of 11/09/11.



Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	.00	16,339.71	.00	584.53	15,755.18
02	.00	.00	.00	1,175.03	14,580.15
03	.00	.00	.00	1,172.22	13,407.93
04	.00	.00	.00	1,514.75	11,893.18
05	.00	.00	.00	1,481.92	10,411.26
06	.00	.00	.00	1,172.22	9,239.04
07	.00	1,800.00-	.00	1,953.73	5,485.31
08	.00	1,025.00-	.00	1,511.50	2,948.81
09	.00	.00	.00	1,512.26	1,436.55
10	.00	.00	.00	528.70-	1,965.25
YTD	.00	13,514.71	.00	11,549.46	1,965.25
PRE	.00	.00	.00	.00	.00
TOT	.00	13,514.71	.00	11,549.46	1,965.25

Available balance as of 11/09/11.



Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	.00	16,339.71	.00	584.53	15,755.18
02	.00	.00	.00	1,175.03	14,580.15
03	.00	.00	.00	1,172.22	13,407.93
04	.00	.00	.00	1,514.75	11,893.18
05	.00	.00	.00	1,481.92	10,411.26
06	.00	.00	.00	1,172.22	9,239.04
07	.00	1,800.00-	.00	1,953.73	5,485.31
08	.00	1,025.00-	.00	1,511.50	2,948.81
09	.00	.00	.00	1,512.26	1,436.55
10	.00	.00	.00	528.70-	1,965.25
YTD	.00	13,514.71	.00	11,549.46	1,965.25
PRE	.00	.00	.00	.00	.00
TOT	.00	13,514.71	.00	11,549.46	1,965.25

AI-29561 **2. K.**

CC CONSENT

Meeting Date: 11/15/2011

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-012-1-XXX

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

BUDGETARY IMPACT:

Funding available as of 11/08/2011. Grant ended on 08/31/2011, therefore, no further actual expenditures will be applied.

Attachments

LIT

Back-up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2011 03:32 PM
Sylvia Solis	Sylvia Solis	11/08/2011 03:23 PM
Auditor's Office	Arcilia Duran	11/09/2011 02:01 PM

Form Started By: Mike Escaname Started On: 11/07/2011 03:23 PM

Final Approval Date: 11/09/2011

Date: November 7, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-012-1-
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
1-1293-441-00-340-012-1-601	IMM DIV LOCAL-OFFICE & CON	1-1293-441-00-340-012-1-113	IMM DIV LOCAL-REG F/T EMP	$1,343.00
1-1293-441-00-340-012-1-220	IMM DIV LOCAL-FICA	1-1293-441-00-340-012-1-230	IMM DIV LOCAL-RETIREMENT	$ 139.00
			Amount	$ 1,482.00

Revenue Account
Amount Requested: $ 1,482.00

Reason: Line item transfer needed to cover negative balance in accounts.
Grant ended on 08/31/2011; Grant period has been closed.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1293 HEALTH DEPARTMENT							
1-1293-441-00-340-012-1-113	IMM DIV LOCAL-REG F/T EMPLOYEES	.00	309,232.55	.00	310,574.78	-1,342.23	100.43
1-1293-441-00-340-012-1-220	IMM DIV LOCAL-FICA	.00	23,148.84	.00	22,807.78	341.06	98.53
1-1293-441-00-340-012-1-230	IMM DIV LOCAL-RETIREMENT	.00	29,676.44	.00	29,815.00	-138.56	100.47
1-1293-441-00-340-012-1-601	IMM DIV LOCAL-OFFICE & COMPU SUPPL	.00	67,262.57	.00	61,138.78	6,123.79	90.90
1293 HEALTH DEPARTMENT		**.00**	**429,320.40**	**.00**	**424,336.34**	**4,984.06**	**98.84**
1 YEAR 1		**.00**	**429,320.40**	**.00**	**424,336.34**	**4,984.06**	**98.84**

AI-29529 **2. L.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Investigation HB 65 (1227)

BACKGROUND

See attached Line Item Transfer.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1227-421-00-280-005-0-831

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

BUDGETARY IMPACT:

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Anacleto Martinez	Anacleto Martinez	11/08/2011 08:47 AM
Budget & Management	Merlen P. Munoz	11/08/2011 09:23 AM
Veronica Ortiz	Veronica Ortiz	11/09/2011 09:32 AM
Auditor's Office	Arcilia Duran	11/09/2011 01:49 PM

Form Started By: Rosie Hinojosa Started On: 11/03/2011 02:27 PM

Final Approval Date: 11/09/2011

DATE: 11/3/2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Sheriff's Investigation Fund - HB 65

ACCOUNT NUMBER: 1-1227-421-00-280-005-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1227-421-00-280-005-0-831	Court Costs & Investigation	➔	1-1227-421-00-280-005-0-250	Unemployment Compensation	100.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
T O T A L					**$100.00**

T O T A L **To increase line item for anticipated expenses.**

_____

DEPARTMENT HEAD SIGNATURE

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

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

AI-29567 **2. M.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-

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

BUDGETARY IMPACT:

Funds available as of 11/09/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/08/2011 10:29 AM
Budget & Management	Merlen P. Munoz	11/08/2011 04:53 PM
Ana Galvan	Anna Galvan	11/09/2011 11:47 AM
Auditor's Office	Arcilia Duran	11/09/2011 11:56 AM

Form Started By: Virginia Rodriguez Started On: 11/08/2011 10:11 AM

Final Approval Date: 11/09/2011

DATE: OCTOBER 26, 2011

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 1-1100-423-21-280-002-0-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1100-423-21-280-002-0-	605-CLOTHING AND UNIFORMS		1-1100-423-21-280-002-0-	611-POLICE SUPPLIES	7,000.00
1-1100-423-21-280-002-0-	665-OTHER MINOR COMPUTER EQUIP.		1-1100-423-21-280-002-0-	661-MINOR OFFICE FURNITURE & EQUIP.	500.00
				TOTAL	$7,500.00

REASON: FUNDS ARE NEEDED TO COVER EXPENDITURES FOR THE REMAINDER OF FISCAL YEAR.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

AI-29544 **2. N.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1284-421-00-280-050-2-XXX

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

BUDGETARY IMPACT:

Funds are available as of 11/04/11.

Attachments

LIT

Back-up

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/04/2011 02:28 PM
Budget & Management	Merlen P. Munoz	11/07/2011 12:59 PM
Sylvia Solis	Sylvia Solis	11/08/2011 02:39 PM
Auditor's Office	Arcilia Duran	11/09/2011 01:51 PM

Form Started By: Emilia Uriegas Started On: 11/04/2011 02:14 PM

Final Approval Date: 11/09/2011

DATE: November 04, 2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: FY 2009 Operation Stonegarden--City of La Joya

ACCOUNT NUMBER: 1-1284-421-00-280-050-2-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1284-421-00-280-050-2-131	Overtime	➔	1-1284-421-00-280-050-2-841	Aid to Government Agency	7,973.80
1-1284-421-00-280-050-2-220	FICA	➔	1-1284-421-00-280-050-2-841	Aid to Government Agency	106.88
1-1284-421-00-280-050-2-250	Unemployment Compensation	➔	1-1284-421-00-280-050-2-841	Aid to Government Agency	143.32
1-1284-421-00-280-050-2-260	Workers' Compensation	➔	1-1284-421-00-280-050-2-841	Aid to Government Agency	106.88
		➔			
		➔			
		➔			
		➔			
		➔			
					$8,330.88

REASON: To provide additional funding for the purchase of 2 (two) Chevrolet Tahoes.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

Sylvia Solis

From: Cynthia Careaga <cynthia.careaga@auditor.co.hidalgo.tx.us>
Sent: Tuesday, November 08, 2011 2:48 PM
To: sylvia.solis@co.hidalgo.tx.us
Cc: becky.luna@auditor.co.hidalgo.tx.us
Subject: FW: La joya Detailed work sheet
Attachments: SCAN_20111104131241.pdf

From: Paynter, Bill [mailto:Bill.Paynter@dps.texas.gov]
Sent: Friday, November 04, 2011 1:31 PM
To: Cynthia E. Careaga
Cc: Mendez, Arturo
Subject: RE: La joya Detailed work sheet

Cynthia:

We will be transferring the entire $8,330.38 out of the Overtime and Fringe categories, to Equipment for City of La Joya. I compared your La Joya balances to my records and we agree.

Thank you,

Bill Paynter
Grant Coordinator
Texas Department of Public Safety
Texas Homeland Security
State Administrative Agency
Phone (512) 377-0014
Fax (512) 206-3137

From: Cynthia E. Careaga [mailto:cynthia.careaga@auditor.co.hidalgo.tx.us]
Sent: Thursday, November 03, 2011 2:04 PM
To: Paynter, Bill
Cc: Mendez, Arturo; 'Becky Luna'; 'Richard Ozuna'
Subject: FW: La joya Detailed work sheet

Forgot to attach the document. ☺

From: Cynthia E. Careaga [mailto:cynthia.careaga@auditor.co.hidalgo.tx.us]
Sent: Thursday, November 03, 2011 2:04 PM
To: 'Paynter, Bill'
Cc: Mendez, Arturo; 'Richard Ozuna'; 'Becky Luna'
Subject: La joya Detailed work sheet

Mr. Paynter,

I have attached a detailed worksheet for La Joya. Let me know if you have any questions.

Finally, let me know how you are going to transfer the funds. In other words, I need to know where and how much are you transferring out to equipment so that I can amend their budget.

Sincerely,

Cynthia Careaga
Grants Accountant I
Hidalgo County Auditor's Office
2808 S. Business hwy 281
Edinburg, TX 78539
Fax: 956-318-2577
(956)318-2511 Ext. 4677



4400 South Expressway 281
Edinburg, TX 78542-2621

U.S. Customs and Border Protection

MCA 10/5

September, 21, 2011

MEMORANDUM FOR: Rosendo Hinojosa
Chief Patrol Agent
Rio Grande Valley Sector

FROM: Thomas W. Rudd
Patrol Agent in Charge
RGV Office of Intelligence

SUBJECT: Operation Stonegarden 2009 Grant
RE: City La Joya, Hidalgo County, Texas

Forwarded for your review and consideration is a request for the re-allocation of Operation Stonegarden funds submitted by La Joya Police Department.

Attachments

4400 South Expressway 281
Edinburg, TX 78542-2621

U.S. Customs and Border Protection

MCA 10/5

September 21, 2011

MEMORANDUM FOR: Thomas W. Rudd
Patrol Agent in Charge
RGV Office of Intelligence

FROM: Andres Caballero
Supervisory Border Patrol Agent
RGV Office of Intelligence

SUBJECT: Operation Stonegarden 2009 Grant
RE: City of La Joya, Hidalgo County, Texas

Attached for your review and consideration is a letter from the La Joya Police Department requesting a re-allocation of funds.

The La Joya Police Department is requesting an amendment to the Hidalgo County Operation Stonegarden Operations Order for the transfer of funds to purchase 2 Chevrolet Tahoes for their Operation Stonegarden (OPSG) fleet.

The La Joya Police Department requests to transfer the amounts listed below:

Transfer from:	Transfer to:	Amount:
Overtime	Equipment/Vehicles	$7,973.80
Fringe Benefits	Equipment/Vehicles	$ 25.32
Fuel/Mileage	Equipment/Vehicles	$ 331.76
TOTAL		**$8,330.88**

This reallocation of funds will supplement the line items needed for the La Joya Police Department to purchase vehicles for their OPSG fleet and to continue daily operations in support of the McAllen Border Patrol Station, as a force multiplier during Operation Stonegarden.

Attachments

LA JOYA POLICE DEPARTMENT

"PROMOTING SAFETY & A SECURE ENVIRONMENT FOR OUR COMMUNITY"

September 21, 2011

Mark Silveira
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grants Program Directorate, Grants
800 K. St. NW Suite 5035
Washington D.C. 20531

United State Border Patrol Rio Grande Valley Head Quarters
(Attention: Andres Caballero)

Reference: Budget Amendment for 2009 Operation Stonegarden Grant

Dear Chief Silveira;

In support of Operation Stonegarden 2009, the La Joya Police Department is requesting to allocate it's awarded funding for the purchases of two Police Chevrolet Tahoes. Our fleet vehicles need to be replaced, due to them having high mileage and not being dependable. These vehicles purchased with Operation Stonegarden funding will provide better-equipped vehicles in support of Operation Stonegarden.

The Department has been awarded a total of $ 86,618.52. That amount is divided as followed: $52,669.12 for the purchase of equipment, $28,663.80 for personnel overtime, $3,720.56 for fringe benefits and $1,565.04 for fuel mileage.

The Department is requesting to allocate $7,973.80 from the personnel overtime, $25.32 from fringe benefits and $331.76 from fuel mileage over to the purchase of equipment. This will give a total of $61,000 towards the purchase of equipment, which will be used to purchase and retrofit two new Police Chevrolet Tahoes. The remaining amounts of $20,690.00 will utilized for personnel overtime, 3695.24 for fringe benefits and $1,233.28 for fuel mileage.

Our participation in the Stonegarden Operation will be by maintaining high visibility, provide proactive law enforcement patrols, with our main intent to deter, detect and interdict human/narcotic smugglers and terrorists, all related to Border Security. These Chevrolet Tahoes will allow the officers to patrol both unpaved and paved roads, which will cover more routes that a regular patrol vehicle may not be able to travel due to the terrain. The Chevrolet Tahoes will also allow officers to patrol roads, which lead to the main corridor of the Rio Grande Valley, Expressway 83, to all human and narcotic smuggling routes.

We request this amendment to be granted for the purchase of the two new Tahoes. Let us thank you in advance for your consideration and time.

If there are further question, please feel free to contact me at (956) 585-4855. The

Sincerely,

Ramon Gonzalez
Patrol Sergeant
La Joya Police Department

P.O. Box H * La Joya, TX 78560 * Phone: (956) 585-4855 * Fax: (956) 580-7000

AI-29532 **2. O.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Oscar Montoya Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2011 - Emergency Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-1100-429-00-110-075-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/04/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 03:03 PM
Ana Galvan	Anna Galvan	11/04/2011 10:12 AM
Auditor's Office	Arcilia Duran	11/09/2011 12:04 PM

Form Started By: SANDRA DELEON Started On: 11/03/2011 02:57 PM

Final Approval Date: 11/09/2011

DATE: November 3, 2011

DEPARTMENT HEAD: OSCAR D. MONTOYA

DEPARTMENT NAME: Division of Emergency Services-Emergency Management

ACCOUNT NUMBER: 1-1100-429-00-110-075-0-XXX

SUBJECT: Intradepartmental Transfer/s (increase/decrease)

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (increase/decrease) in accordance with Local

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
341	Data Management & Processing	432	Equip & Vehicle R & M Services	$ 50.00
412	Cable/Satellite TV	432	Equip & Vehicle R & M Services	$ 100.00
441	Land & Building Rentals	432	Equip & Vehicle R & M Services	$ 100.00
442	Equip/Vehicle Rentals	432	Equip & Vehicle R & M Services	$ 50.00
540	Advertising	432	Equip & Vehicle R & M Services	$ 280.00
			TOTAL	$ 580.00

REASON: TRANSFER IS BEING REQUESTED TO COVER THE COSTS OF WARRANTIES FOR PORTABLE RADIOS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-29545 **2. P.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Oscar Montoya Submitted By: Terri Garcia, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2011 - Emergency Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-1100-429-00-110-075-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/09/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2011 10:08 AM
Ana Galvan	Anna Galvan	11/09/2011 10:07 AM
Auditor's Office	Arcilia Duran	11/09/2011 12:00 PM

Form Started By: Terri Garcia Started On: 11/07/2011 09:35 AM

Final Approval Date: 11/09/2011

DATE: November 4, 2011

DEPARTMENT HEAD: OSCAR D. MONTOYA

DEPARTMENT NAME: Division of Emergency Services-Emergency Management

ACCOUNT NUMBER: 1-1100-429-00-110-075-0-XXX

SUBJECT: Intradepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
540	Advertising	619	Other Misc. Supplies	$ 95.00
584	Registration Fees	664	Other Minor Equipment	$ 500.00
605	Clothing and Uniforms	664	Other Minor Equipment	$ 300.00
613	Safety Supplies	619	Other Misc. Supplies	$ 1,000.00
631	Bottled Water	664	Other Minor Equipment	$ 100.00
412	Cable/Satellite TV	664	Other Minor Equipment	$ 60.00
			TOTAL	$ 2,055.00

REASON: Transfer is being requested for the purchase of emergency equipment for new vehicle awarded to department.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-29548 **2. Q.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

2011 - County Auditor's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-21-170-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-09-11

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2011 11:32 AM
Veronica Ortiz	Veronica Ortiz	11/09/2011 09:32 AM
Auditor's Office	Arcilia Duran	11/09/2011 11:48 AM

Form Started By: Maria Medina Started On: 11/07/2011 11:05 AM

Final Approval Date: 11/09/2011

DATE: November 4, 2011

2011
Transfer

DEPARTMENT HEAD: RAY EUFRACIO, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: Hidalgo County Auditor's Office

ACCOUNT NUMBER: 1-1100-415-21-170-001-0-XXX

Contact Person: Susie Medina **Ph#:** (956) 318-2511 Ext. 4602

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
531	Telephone	601	Office supplies	$1,000.00
			TOTAL	$1,000.00

REASON: ***Transfer needed to purchase cables from CDW; and, a PO Increase for shipping costs for US Diary.***

DEPARTMENT HEAD SIGNATURE

11/7/11
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29558 **2. R.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Roy Quintanilha Submitted By: Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

2011 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-1100-419-50-125-003-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/09/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2011 02:56 PM
Ana Galvan	Anna Galvan	11/09/2011 10:26 AM
Auditor's Office	Arcilia Duran	11/09/2011 11:52 AM

Form Started By: Rosie Luna Started On: 11/07/2011 02:48 PM

Final Approval Date: 11/09/2011

DATE: November 7, 2011

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Safety Division

ACCOUNT NUMBER: 1-1100-419-50-125-003-0-XXX

SUBJECT: **Intradepartmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
339	Other Professional Services	619	Other Miscellaneous Supplies	$ 400.00
			TOTAL	**$ 400.00**

REASON: **Item was reclassified, need to make transfer in order to cover expense.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-29586 **2. S.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Facilities Mgmt. Submitted By: Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Facilities Mgmt. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 11/08/11.

Attachments

Intradept Transfer

uniform policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 02:53 PM
Veronica Ortiz	Veronica Ortiz	11/09/2011 09:32 AM
Auditor's Office	Arcilia Duran	11/09/2011 11:58 AM

Form Started By: Olga Garza Started On: 11/08/2011 02:27 PM

Final Approval Date: 11/09/2011

DATE: November 15, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Facilities Mgmt

ACCOUNT NUMBER: 1-1100-419-40-220-001-0-XXX

Contact Person: Olga Garza **Ph#:** (956) 292-7025 Ext. 5427

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
604	MEDICAL & LAB SUPPLIES	605	CLOTHING & UNIFORMS	221.16
431	BLDG & OTHER STRUCTURE R&M SRV	605	CLOTHING & UNIFORMS	500.00
630	FOOD	679	OTHER R&M SUPPLIES	350.00
431	BLDG & OTHER STRUCTURE R&M SRV	679	OTHER R&M SUPPLIES	3,000.00
			TOTAL	4,071.16

REASON:

Intradepartmental Transfer to complete purchase of uniforms for all new employees and to cover any necessary expenses in object 679 for the rest of the year.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

1. POLICY TITLE Uniform Policy

2. POLICY STATEMENT

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

3. PURPOSE

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

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

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

4. GENERAL GUIDELINES

A. Each Department Director will identify the positions within their respective department for which the wearing of a uniform is required. Department Directors should ensure that uniforms are absolutely necessary.

B. Employees filling positions designated as requiring the wearing of a uniform must wear issued uniforms on the job on a daily basis once the employee receives his/her supply of uniforms.

C. Each department requiring employees to wear uniforms must include funds for new issues and replacement of uniforms in their respective department annual budget.

D. The purchasing of uniforms may be used in lieu of the rental of uniforms when considered more economical by the Elected Official or the County Executive Officer for General Fund Departments.

5. UNIFORM ISSUANCE

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

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

6. APPEARANCE IN UNIFORM

A. Personnel shall maintain a neat and professional appearance while in uniform that shall be representative of the County of Hidalgo.

B. When the uniform is worn, the wearer shall maintain a neat, tidy appearance at all times, avoiding soiled or wrinkled uniforms.

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

7. APPROPRIATE ATTIRE FOR NON-UNIFORMED AND UNIFORMED PERSONNEL

A. Non-Uniformed Employees wearing civilian attire will wear clothing that is acceptable for an office setting and keeping with other County Offices and Departments.

B. Non-Uniformed and Uniformed Employees will ensure that their clothing is cleaned, free of stains, tears and holes.

C. Non-Uniformed and Uniformed Employees authorized to wear jeans shall not wear jeans faded out, spotted with bleach or worn to the point that the cuffs are frayed or cut. The jeans cannot have holes in them.

E. All button down shirts or blouses will be worn tucked in the pant line. The only exception is for women's blouses that are designed to be worn un-tucked. Examples of this type of blouse are those made with straight hem.

8. CASUAL ATTIRE

A. On Fridays, or the last day of the workweek, Non-Uniformed Employees are allowed to wear jeans. Designed Uniformed employees shall not observe this practice unless authorized by the Department Director. Clothes should be neat, clean, and without holes or ragged edges.

B. Attire that is considered inappropriate includes but is not limited to: shorts, low cut shirts/blouses, ratty jeans, T-shirts, athletic shoes, thong sandals, and any attire that exposes the midriff or undergarment, and any other attire that the supervisor deems

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

9. UNACCEPTABLE CASUAL ATTIRE

A. Regardless of gender, it is not appropriate to wear your favorite old t-shirt, ripped jeans and sneakers. Keep in mind the "business" part of the business casual, and leave your old comfortable clothes at home.

B. Pull over's can be worn but must have collar and top buttons (polo style). All pull over's will be worn tucked in the pant line. Henley style (collarless with buttons) pull over's are not acceptable. Pull over shirts cannot be heavily designed with patterns.

C. Hawaiian shirts or similar heavily patterned shirts are not acceptable wear for the office.

D. Revealing clothing, transparent materials, micro-mini skirts, and or shorts prohibited.

E. If you are assigned to go to a class, seminar or training and

F. you are being paid to attend, you are expected to adhere to this dress policy.

11. CARE AND MAINTENANCE OF UNIFORMS

A. Employees are personally responsible for the proper care, cleaning, alterations and repair of uniforms issued to them.

B. If uniform item(s) becomes unserviceable the employee must launder the item and request a replacement.

C. If an employee loses a uniform item, the employee will be charged the current cost for the item for a replacement.

10. IMPROPER UNIFORM WEAR PROHIBITED

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

12. TERMINATION OF EMPLOYMENT

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

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

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

13. POLICY VIOLATION AND REVISION

A. An employee who does not wear the uniform specified, without a reason acceptable to the immediate supervisor, will be subject to disciplinary action, up to and including termination of employment.

B. Employees may not wear county uniforms in any capacity other than when they are performing official business for the county.

C. Failure to comply with the guidelines established in this policy may lead to disciplinary action up to an including termination of employment.

AI-29553 **2. T.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

2011 - Public Defender's (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-30-085-003-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-7-11

Attachments

Line item transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2011 01:57 PM
JC Carreon	JC Carreon	11/07/2011 02:16 PM
Auditor's Office	Arcilia Duran	11/09/2011 11:50 AM

Form Started By: Patti Loya Started On: 11/07/2011 01:45 PM

Final Approval Date: 11/09/2011

DATE: November 7, 2011

DEPARTMENT HEAD: Jaime E. Gonzalez, Chief PD

DEPARTMENT NAME: Public Defender's Office

ACCOUNT NUMBER: 1-1100-412-30-085-003-0

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
601	Office Supplies	831	Court Costs, fees and charges	100.00
			TOTAL	100.00

REASON: Court reporter fees for transcript.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-29601 **2. U.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Juan Martinez Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

2011 - Fire Marshal (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-8-11

Attachments

LIT.11-15-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 04:16 PM
JC Carreon	JC Carreon	11/08/2011 04:38 PM
Auditor's Office	Arcilia Duran	11/09/2011 01:44 PM

Form Started By: Yolanda Orozco Started On: 11/08/2011 03:57 PM

Final Approval Date: 11/09/2011

DATE: November 15, 2011

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: 1-1100-422-10-300-001-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
1-1100-422-10-300-001-0-672	Eq & Veh R&M Suppl		1-1100-422-10-300-001-0-664	Other Minor Equip	$370.00
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					$370.00

REASON: To purchase a chest box for County Vehicle.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-29622 **2. V.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2011 - I.T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-002-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-9-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 10:15 AM
JC Carreon	JC Carreon	11/09/2011 11:11 AM
Auditor's Office	Arcilia Duran	11/09/2011 11:45 AM

Form Started By: Edna Kirby Started On: 11/09/2011 09:58 AM

Final Approval Date: 11/09/2011

DATE: November 15, 2011

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 1-1100-415-00-200-002-0

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
442	IT COUNTYWIDE - EQUP & VEHICLE RENTALS	601	IT COUNTYWIDE - OFFICE & COMPU SUPPL	$190.08

AI-29637 **2. W.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: DORA LOPEZ Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - 92nd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-1100-412-00-001-001-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/10/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 02:47 PM
Ana Galvan	Anna Galvan	11/10/2011 02:36 PM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Angela Garcia Started On: 11/09/2011 02:27 PM

Final Approval Date: 11/10/2011

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: November 9, 2011

DEPARTMENT HEAD: HON. RICARDO RODRIGUEZ

DEPARTMENT NAME: 92ND DISTRICT COURT

ACCOUNT NUMBER: 1-1100-412-00-001-001-0-XXX

CONTACT PERSON: DORA LOPEZ

SUBJECT: **Budget Intradepartmental Transfer**

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
890	OTHER	745	COMPUTER EQUIPMENT	1,100.00
890	OTHER	431	BLDG & OTHER STRUC R&M SRVS	3,900.00
661	MINOR OFFICE FURN. & EQUIP	745	COMPUTER EQUIPMENT	1,200.00
			TOTAL	6,200.00

REASON: TO PURCHASE COMPUTER EQUIPMENT & COURTROOM CAMERA EQUIPMENT.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29419 **2. X.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Rachel Segura, COUNTY COURT #4

Department: COUNTY COURT #4

Information

CAPTION

2011 - CCL #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-024-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-9-11

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 03:08 PM
JC Carreon	JC Carreon	11/09/2011 03:26 PM
Auditor's Office	Arcilia Duran	11/09/2011 04:47 PM
Purchasing Department	Marty Salazar	11/09/2011 04:59 PM

Form Started By: Rachel Segura Started On: 11/01/2011 09:40 AM

Final Approval Date: 11/09/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: **November 1, 2011**

DEPARTMENT HEAD: **Judge Fred Garza**

DEPARTMENT NAME: **County Court at Law No. 4**

ACCOUNT NUMBER: **1-1100-412-00-024-001-0-**

CONTACT PERSON: **Rachael Segura** PHONE: **956-318-2390**

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
531	Telephone	601	Office & Computer Supplies	$218.75
531	Telephone	661	Minor Office Equipment	$399.95
			TOTAL	$618.70

To purchase a fax machine and toner for the office.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-29610 **2. Y.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Frank Fuentes Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - CCL #6 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-026-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/08/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 04:54 PM
Veronica Ortiz	Veronica Ortiz	11/09/2011 09:32 AM
Auditor's Office	Arcilia Duran	11/09/2011 11:42 AM

Form Started By: Sylvia Solis Started On: 11/08/2011 04:18 PM

Final Approval Date: 11/09/2011

DATE: November 8, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court At Law #6

ACCOUNT NUMBER: 1-1100-412-00-026-001-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
583	TRAVEL OUT OF COUNTY	431	BLDG&OTHR STRUC R&M SRV	600.00
584	REGISTRATION FEES	431	BLDG&OTHR STRUC R&M SRV	1,000.00
640	REFERENCE MATERIALS	431	BLDG&OTHR STRUC R&M SRV	500.00
			TOTAL	2,100.00

REASON:
Intradepartmental Transfer to fund the repair and maintenance expenditures associated with the Judge and witness stands.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29621 **2. Z.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: NAOMI DESMITH Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - CCL #7 (1100)

BACKGROUND

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 09:31 AM
Veronica Ortiz	Veronica Ortiz	11/09/2011 09:32 AM
Auditor's Office	Arcilia Duran	11/09/2011 11:44 AM

Form Started By: Angela Garcia Started On: 11/09/2011 09:18 AM

Final Approval Date: 11/09/2011

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 11/09/11

DEPARTMENT HEAD: HON. ROLANDO CANTU

DEPARTMENT NAME: COUNTY COURT #7

ACCOUNT NUMBER: 1-1100-412-00-027-001-0-XXX

CONTACT PERSON: NAOMI DESMITH

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
743	OFFICE FURNITURE	601	OFFICE & COMP. SUPPLIES	3,434.93
743	OFFICE FURNITURE	661	MINOR OFFICE FURN.	2,480.02
			TOTAL	5,914.95

REASON: TO PURCHASE CHAIRS AND FILE CABINETS FOR OFFICE & COURTROOM

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-29596 **2. AA.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Patricia Balli, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 Road & Bridge (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/09/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 03:45 PM
Ana Galvan	Anna Galvan	11/09/2011 02:20 PM
Auditor's Office	Arcilia Duran	11/09/2011 04:57 PM

Form Started By: Patricia Balli Started On: 11/08/2011 03:37 PM

Final Approval Date: 11/09/2011

DATE: November 14, 2011 **MEETING REQUEST DATE:** November 15, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA

DEPARTMENT NAME: PCT #1 Road & Bridge

ACCOUNT NUMBER: 1-1200-431-00-121-005-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1200	-431	-00	-121	-005	-0	343	laundry & dry cleaning	1	-1200	-431	-00	-121	-005	-0	672	equip & vehicle R & M supplies	1,000.00
1	-1200	-431	-00	-121	-005	-0	604	medical & lab supplies	1	-1200	-431	-00	-121	-005	-0	672	equip & vehicle R & M supplies	500.00
1	-1200	-431	-00	-121	-005	-0	609	agri & landscape supplies	1	-1200	-431	-00	-121	-005	-0	672	equip & vehicle R & M supplies	700.00
1	-1200	-431	-00	-121	-005	-0	623	bottled gas	1	-1200	-431	-00	-121	-005	-0	672	equip & vehicle R & M supplies	800.00
1	-1200	-431	-00	-121	-005	-0	745	computer equipment	1	-1200	-431	-00	-121	-005	-0	672	equip & vehicle R & M supplies	1,500.00
1	-1200	-431	-00	-121	-005	-0	748	other equipment	1	-1200	-431	-00	-121	-005	-0	672	equip & vehicle R & M supplies	1,500.00
1	-1200	-431	-00	-121	-005	-0	601	office & computer supplies	1	-1200	-431	-00	-121	-005	-0	679	other R & M supplies	1,182.08
1	-1200	-431	-00	-121	-005	-0	346	hauling & freight services	1	-1200	-431	-00	-121	-005	-0	673	Rd & Bridge R & M supplies	20,000.00
																		27,182.08

REASON: PREPARING FOR FUTURE EXPENSES.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-29600 **2. BB.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Melissa Robledo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-004-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-09-11

Attachments

2011 - PCT#1 ADM (1200)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 04:15 PM
Veronica Ortiz	Veronica Ortiz	11/09/2011 09:32 AM
Auditor's Office	Arcilia Duran	11/09/2011 01:43 PM

Form Started By: Melissa Robledo Started On: 11/08/2011 03:45 PM

Final Approval Date: 11/09/2011

DATE: November 14, 2011 **MEETING REQUEST DATE:** November 15, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 Administration JE-

ACCOUNT NUMBER: 1-1200-431-00-121-004-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1200	-431	-00	-121	-004	-0	661	MINOR OFFICE FURN&EQ	1	-1200	-431	-00	-121	-004	-0	431	BLDG&OTHR STRUC R&	2,000.00
1	-1200	-431	-00	-121	-004	-0	425	PEST CONTROL	1	-1200	-431	-00	-121	-004	-0	601	OFFICE &COMPUTER SU	125.00
1	-1200	-431	-00	-121	-004	-0	432	EQUIP & VEH R&M SRV	1	-1200	-431	-00	-121	-004	-0	601	OFFICE &COMPUTER SU	600.00
1	-1200	-431	-00	-121	-004	-0	442	EQUIP & VEHICLE RENTA	1	-1200	-431	-00	-121	-004	-0	601	OFFICE &COMPUTER SU	200.00
1	-1200	-431	-00	-121	-004	-0	532	WIRELESS DEVICES	1	-1200	-431	-00	-121	-004	-0	601	OFFICE &COMPUTER SU	1,000.00
1	-1200	-431	-00	-121	-004	-0	604	MEDICAL & LAB SUPPL	1	-1200	-431	-00	-121	-004	-0	601	OFFICE &COMPUTER SU	300.00
1	-1200	-431	-00	-121	-004	-0	607	HSEHLD & JANITORIAL S	1	-1200	-431	-00	-121	-004	-0	601	OFFICE &COMPUTER SU	500.00
1	-1200	-431	-00	-121	-004	-0	665	MINOR CUMPUTER EQUI	1	-1200	-431	-00	-121	-004	-0	601	OFFICE &COMPUTER SU	1,500.00
1	-1200	-431	-00	-121	-004	-0	671	BLDG&OTHER SSTRUC F	1	-1200	-431	-00	-121	-004	-0	601	OFFICE &COMPUTER SU	700.00
1	-1200	-431	-00	-121	-004	-0	743	OFFICE FURNITURE&EQ	1	-1200	-431	-00	-121	-004	-0	601	OFFICE &COMPUTER SU	2,000.00
1	-1200	-431	-00	-121	-004	-0	745	COMPUTER EQUIPMENT	1	-1200	-431	-00	-121	-004	-0	601	OFFICE &COMPUTER SU	1,000.00
1	-1200	-431	-00	-121	-004	-0	780	CAPITAL LEASES	1	-1200	-431	-00	-121	-004	-0	601	OFFICE &COMPUTER SU	1,000.00
																		10,925.00

REASON: PREPARING FOR PURCHASES AND SERVICES THAT ARE NEEDED.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-29616 **2. CC.**

CC CONSENT

Meeting Date: 11/15/2011

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

Department: COMM. PCT. #2

Information

CAPTION

2011 - Pct. #2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-122-001-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $1,500.00 as of 11/09/2011

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 08:11 AM
JC Carreon	JC Carreon	11/09/2011 08:40 AM
Auditor's Office	Arcilia Duran	11/09/2011 11:36 AM

Form Started By: Yolanda Cisneros Started On: 11/08/2011 05:35 PM

Final Approval Date: 11/09/2011

DATE: November 8, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Sanitation Landfill Department

ACCOUNT NUMBER: 1-1100-432-00-122-001-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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
748	OTHER EQUIPMENT	601	OFFICE & COMPUTER SUPPLIES	$250.00
748	OTHER EQUIPMENT	613	SAFETY SUPPLIES	$300.00
			TOTAL	**$550.00**

REASON:
Transfer needed for funding for expenditures of THE CONTINUED OPERATION OF THE DEPARTMENT .

DEPARTMENT HEAD SIGNATURE

11/8/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29614 **2. DD.**

CC CONSENT

Meeting Date: 11/15/2011

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

Department: COMM. PCT. #2

Information

CAPTION

2011 - Pct. #2 Rd Maintenance (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $23,804.44 as of 11/08/2011
From 346 ---> 672 $10,000.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 08:09 AM
Ana Galvan	Anna Galvan	11/09/2011 02:39 PM
Auditor's Office	Arcilia Duran	11/09/2011 04:53 PM

Form Started By: Yolanda Cisneros Started On: 11/08/2011 05:28 PM

Final Approval Date: 11/09/2011

DATE: November 8, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road Maintenance Department

ACCOUNT NUMBER: 1-1200-431-00-122-006-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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
346	HAULING & FREIGHT SERVICES	672	EQUIP & VEHICLE R&M SUPPLIES	$10,000.00
			TOTAL	$10,000.00

REASON:
Transfer needed for expected expenditures with in the department.

DEPARTMENT HEAD SIGNATURE

11/8/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29615 **2. EE.**

CC CONSENT

Meeting Date: 11/15/2011

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

Department: COMM. PCT. #2

Information

CAPTION

2011 - Pct. #2 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $19,615.21 as of 11/08/2011
From 661 ---- > 601 $1,000.00
From 661 ---- > 622 $1,000.00
From 661 ---- > 631 $200.00
From 661 ---- > 748 $1,000.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 08:10 AM
Veronica Ortiz	Veronica Ortiz	11/09/2011 09:32 AM
Auditor's Office	Arcilia Duran	11/09/2011 11:35 AM

Form Started By: Yolanda Cisneros Started On: 11/08/2011 05:32 PM

Final Approval Date: 11/09/2011

DATE: November 8, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road Administration Department

ACCOUNT NUMBER: 1-1200-431-00-122-005-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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
661	MINOR OFFICE FURN & EQUIPMENT	601	OFFICE & COMPUTER SUPPLIES	$1,000.00
661	MINOR OFFICE FURN & EQUIPMENT	622	ELECTRICITY	$1,000.00
661	MINOR OFFICE FURN & EQUIPMENT	631	bottle water	$200.00
661	MINOR OFFICE FURN & EQUIPMENT	748	OTHER EQUIPMENT	$1,000.00
			TOTAL	**$3,200.00**

REASON:
Transfer needed for continued operations of the department.

DEPARTMENT HEAD SIGNATURE

11/8/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29568 **2. FF.**

CC CONSENT

Meeting Date: 11/15/2011

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

Department: COMM. PCT. #3

Information

CAPTION

2011 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/09/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 01:20 PM
Ana Galvan	Anna Galvan	11/09/2011 02:01 PM
Auditor's Office	Arcilia Duran	11/09/2011 04:50 PM

Form Started By: Norma Ceballos Started On: 11/08/2011 10:37 AM

Final Approval Date: 11/09/2011

INTRADEPARTMENTAL TRANSFER

DATE: November 8, 2011

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 1-1100-432-00-123-001-0

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
421	Disposal	672	Equip & Veh R&M Supplies	**$ 5,000.00**
			TOTAL	**$ 5,000.00**

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29608 **2. GG.**

CC CONSENT

Meeting Date: 11/15/2011

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

Department: COMM. PCT. #3

Information

CAPTION

2011 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-8-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 04:18 PM
JC Carreon	JC Carreon	11/08/2011 04:33 PM
Auditor's Office	Arcilia Duran	11/09/2011 01:39 PM

Form Started By: Norma Ceballos Started On: 11/08/2011 04:13 PM

Final Approval Date: 11/09/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: November 8, 2011

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 1-1100-432-00-123-001-0

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
421	Pct #3 Sanitation - Disposal	626	Pct #3 Sanitation- Gasoline/Diesel	**$ 6,000.00**
			TOTAL	**$ 6,000.00**

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-29604 **2. HH.**

CC CONSENT

Meeting Date: 11/15/2011

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

Department: COMM. PCT. #3

Information

CAPTION

2011 - Pct. #3 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-09-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 04:17 PM
Veronica Ortiz	Veronica Ortiz	11/09/2011 09:32 AM
Auditor's Office	Arcilia Duran	11/09/2011 01:45 PM

Form Started By: Norma Ceballos Started On: 11/08/2011 04:08 PM

Final Approval Date: 11/09/2011

DATE: 11/08/11

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 1-1200-431-00-123-005-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	Pct #3 Rd. Maint - Other	334	Pct #3 Rd. Maint. - Arch & Eng. Srv.	$ 5,000.00
			TOTAL	**$ 5,000.00**

REASON: Expected Expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29641 **2. II.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Landfill (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-124-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-10-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 03:09 PM
Veronica Ortiz	Veronica Ortiz	11/10/2011 09:05 AM
Auditor's Office	Arcilia Duran	11/10/2011 09:48 AM

Form Started By: Jr. Munoz Started On: 11/09/2011 03:00 PM

Final Approval Date: 11/10/2011

DATE: 11/14/11 **AI#**

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Landfill

ACCOUNT NUMBER: 1-1100-432-00-124-001-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

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 NAME	TO	OBJECT NAME	AMOUNT
609	Agri & Landscaping Supp	411	Water / Sewerage	500.00
613	Safety Supplies	622	Electricity	500.00
			TOTAL	1,000.00

REASON: To cover day to day expenses.

DEPARTMENT HEAD SIGNATURE

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

AI-29566 **2. JJ.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Rd. Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-9-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 01:19 PM
JC Carreon	JC Carreon	11/09/2011 08:54 AM
Auditor's Office	Arcilia Duran	11/09/2011 11:55 AM

Form Started By: Jr. Munoz Started On: 11/08/2011 10:04 AM

Final Approval Date: 11/09/2011

DATE: 11/14/11 **AI#**

DEPARTMENT HEAD: Joseph Palacios, Commissioner

DEPARTMENT NAME: Hidalgo County Pct. #4 - Rd Maint

ACCOUNT NUMBER: 1-1200-431-00-124-007-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

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 NAME	TO	OBJECT NAME	AMOUNT
343	Laundry & Dry Cleaning	432	Equip & Veh R&M Srv	82.82
425	Pest Control	432	Equip & Veh R&M Srv	20.00
439	Other R&M Srv	432	Equip & Veh R&M Srv	85.59
442	Equip & Vehice Rentals	432	Equip & Veh R&M Srv	800.00
550	Printing & Binding	432	Equip & Veh R&M Srv	154.40
604	Medical & Lab Supply	432	Equip & Veh R&M Srv	1.36
605	Clothing & Uniforms	432	Equip & Veh R&M Srv	448.27
607	Hsehld & Janitorial Suppl	432	Equip & Veh R&M Srv	90.73
619	Other Misc Supplies	432	Equip & Veh R&M Srv	700.00
673	R&B R&M Supplies	731	Roads	1,000.00
			TOTAL	3,383.17

REASON: To cover day to day expenses of the Precinct.

DEPARTMENT HEAD SIGNATURE

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

AI-29602 **2. KK.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: NANCY PONCE Submitted By: Nancy Ponce, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

2011 - Constable Pct #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Available Balance as of 11/08/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 04:17 PM
Ana Galvan	Anna Galvan	11/09/2011 02:52 PM
Auditor's Office	Arcilia Duran	11/09/2011 04:52 PM

Form Started By: Nancy Ponce Started On: 11/08/2011 04:00 PM

Final Approval Date: 11/09/2011

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: November 8, 2011

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 1-1100-421-00-294-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer

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**
432	EQUP&VEH R&M SRV	672	EQ & VEH R&M SUPPLIES	$ 1,293.54
346	HAULING & FREIGHT SERV	529	SURETY & NOTORY BONDS	70.00
			TOTAL	**$ 1,363.54**

REASON: TRANSFER NEEDED TO MAKE PURCHASE FOR OUR OFFICE NEW HIRE AND UNITS

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-29666 **3. A.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Renan Ramirez Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Info Tech Dept (1100):
Approval of interdepartmental transfer from IT Countywide to Info Tech Dept in the amount $4,944.16.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/10/11 $44,745.83.

Attachments

Interdept transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/10/2011 04:35 PM
Sylvia Solis	Sylvia Solis	11/10/2011 04:55 PM
Auditor's Office	Destiny Software	11/14/2011 10:18 AM

Form Started By: Erika Zamora Started On: 11/10/2011 04:28 PM

Final Approval Date: 11/14/2011

DATE: November 15, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Info Tech Dept

ACCOUNT NUMBER: 1-1100-415-00-200-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
1-1100-415-00-200-002-0- 745	IT COUNTYWIDE	COMPUTER EQUIPMENT	(4,944.16)
TO			
1-1100-415-00-200-001-0- 431	INFO TECH DEPT	BLDG & OTHR STRUC R&M SRV	4,047.00
1-1100-415-00-200-001-0- 601	INFO TECH DEPT	OFFICE & COMPUTER SUPPL	219.74
1-1100-415-00-200-001-0- 665	INFO TECH DEPT	MINOR COMPUTER EQUIPMENT	677.42
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund purchase of equipment to increase access security to IT Dept and purchase two laptops for two new technicians.

SIGNATURE

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

AI-29591 **3. B.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Juan Martinez

Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal (1100):
Approval of 2011 interdepartmental transfer from fire department programs (004, 005, 007, 008, 011, 012, 017, and 018) to fire department programs (002, 009, 010, and 013) in the total amount of $16,800.00 for fire call expenditures.

BACKGROUND

Attachments

Interdept transfer.11-15-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 03:26 PM
Roland Garcia	Rolando Garcia	11/09/2011 08:29 AM
Auditor's Office	Arcilia Duran	11/09/2011 01:55 PM

Form Started By: Yolanda Orozco Started On: 11/08/2011 03:09 PM

Final Approval Date: 11/09/2011

DATE: November 15, 2011

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Hidalgo County Fire Marshal

ACCOUNT NUMBER: 1-1100-422-20-300-XXX-0-841

CONTACT PERSON: Yolanda Orozco **Telephone No:** 956/318-2656

SUBJECT: **Inter-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 Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM:		
1-1100-422-20-300-004-0-841	DONNA FD-AID-TO GOVT AGENCY	(925.00)
1-1100-422-20-300-005-0-841	EDCOUCH FD-AID TO GOVT AGENCY	(5.00)
1-1100-422-20-300-007-0-841	ELSA FD-AID TO GOVT AGENCY	(5,925.00)
1-1100-422-20-300-008-0-841	HIDALGO FD-AID TO GOVT AGENCY	(3,270.00)
1-1100-422-20-300-011-0-841	LINN-SAN MANUEL FD-AID TO GOVT AGENCY	(275.00)
1-1100-422-20-300-012-0-841	MCALLEN FD-AID TO GOVT AGENCY	(200.00)
1-1100-422-20-300-017-0-841	PHARR FD-AID TO GOVT AGENCY	(4,950.00)
1-1100-422-20-300-018-0-841	SAN JUAN FD-AID TO GOVT AGENCY	(1,250.00)
TO;		
1-1100-422-20-300-002-0-841	ALAMO FD-AID TO GOVT AGENCY	9,750.00
1-1100-422-20-300-009-0-841	LA JOYA FD-AID TO GOVT AGENCY	5,625.00
1-1100-422-20-300-010-0-841	LA VILA FD-AID TO GOVT AGENCY	1,125.00
1-1100-422-20-300-013-0-841	MERCEDES FD-AID TO GOVT AGENCY	300.00
	TOTAL BUDGET INCREASE (DECREASE)	$0.00

REASON: **Transfer from one account to another to cover expenditure of Fire Calls.**

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-29649 **3. C.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Pct #4 Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #4 C.O. 2010 A&B Series (1342):
Approval of 2011 interdepartmental transfer within Certificate of Obligations Series 2010A&B - Precinct #4 Doolittle Building from New Shop (program 075) to New Adm. Bldg #2 (program 078) in the total amount of $30,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-124-075-0-720

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

BUDGETARY IMPACT:

Funding available as of 11-10-11
1-1342-431-00-124-075-0-720 --> 1-1342-431-00-124-078-0-720 $30,000.00

Attachments

interdept transfer - 1342

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	11/10/2011 10:00 AM
Budget & Management	Merlen P. Munoz	11/10/2011 10:08 AM
Perla Lopez	Perla Lopez	11/10/2011 01:41 PM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Manuel Chapa Started On: 11/10/2011

Final Approval Date: 11/10/2011

DATE: November 14, 2011

2011
Transfer

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4
New Shop-Doolittle

AI - 29649

ACCOUNT NUMBER: 1-1342-431-00-124-07X-0-720

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

Contact: Rumaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

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:		
1-1342-431-00-124-075-0-720	**Co2010A&B-Pct4-New Shop-Doolittle-Building**	**($30,000.00)**
To:		
1-1342-431-00-124-078-0-720	**Co2010A&B-Pct4-NewAdmBld#2-Doolittle-Bld**	**$30,000.00**

AI-29501 **4. A.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: COUNTY AUDITOR Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct No. 3 (1230):
Approval 2011 interfund transfer from R&B 3 (1200)-Sale of Capital Assets to Constable Precinct No. 3 Invest (1230)- Sale of Capital Assets in the amount of $13,596.00 to correct JE-13706 (budget amendment/ Certification of Revenues approved on CC 08/30/11).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-392-10-123-000-0-000

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

BUDGETARY IMPACT:

Funds availabel as of 11/03/11.
Interfund transfer to correct JE-13706 budget amendment CC 08/30/11 Certification of Revenues in the amount of $13,596.00. Should have been certified under Constable Precinct No. 3 and not R&B Precint No. 3.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 08:36 AM
Perla Lopez	Perla Lopez	11/03/2011 09:35 AM
Auditor's Office	Arcilia Duran	11/09/2011 01:48 PM

Form Started By: Rosie Cantu Started On: 11/03/2011 08:15 AM

Final Approval Date: 11/09/2011

DATE: November 2, 2011

DEPARTMENT HEAD: Raymundo Eufracio, CPA

DEPARTMENT NAME: Auditors Office

ACCOUNT NUMBER: **1-1230-392-10-000-000-0-000 / 1-1200-392-10-123-000-0-000**

SUBJECT:

Budget Amendments (Increase/Decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1200-392-10-123-000-0- 000	R&B PCT.3-SALE OF CAPITAL ASSETS	(13,596.00)
1-1230-392-10-000-000-0- 000	CONST PCT3 INVEST-SALE OF CAPITAL ASSETS	13,596.00
	TOTAL BUDGET INCREASE (DECREASE) Fund 1200	**(13,596.00)**
	TOTAL BUDGET INCREASE (DECREASE) Fund 1230	**13,596.00**

REASON: To correct JE-13706 budget amendement CC 08/30/11 Certification of Revenues in the amount of $13,596.00 should have been Constable Pct. 3 not R&B Precinct 3.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

11/2/11

DATE

ATTEST COUNTY CLERK

AI-29585 **5. A.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Plat Status 11-15-11

Pct 2 & 4 Cert Plat & Utility Status 11-15-11

Pct 3 Cert Plat & Utility Status 11-15-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 02:12 PM
Olga Garza	Olga Garza	11/08/2011 02:48 PM
Auditor's Office	Arcilia Duran	11/09/2011 11:46 AM

Form Started By: Irma Castillo Started On: 11/08/2011 02:03 PM

Final Approval Date: 11/09/2011

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	ROGELIO CABRERA	1-8236
2.	BRAULIO LOPEZ/ CO AULELIO LOPEZ	1-8404
3.	BLENDY ALDAPE	1-8460
4.		
5.		
	COMM. COURT: NOVEMBER 15, 2011	

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: 1-8236

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: Rogelio Cabrera

Address: 4007 Mac Drive
Weslaco TX 78596

Phone: 956 376-6366

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		1266
Date Approved:	1 1	11 18 2011

Water Supplier: NID

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

Account/ESI No.: 94870 - 002

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Aurora Sec Lot - 10,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 11-07-2001);

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

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

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 Gilbert Pecina);

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
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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: 1-8236

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: Rogelio Cabrera JR.

Address: 4007 MAC Drive
Weslaco TX 78596

Phone: 956-376-6366

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

Aurora Est 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

Requesting Party (Signature)

Date 11-7-11

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:

11/08/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8236
Aug. 3, 2011

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

A6455-00-000-0010-00

[1] OWNER: CABRERA, ROGELIO, JR.

4007 MAC DR.
WESLACO TX 78596
Telephone No. 825-9466

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 3,561 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
AURORA ESTATES LOT 10

LOCATION: 0 MILE 10 N. & MILE 4 1/2 W

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $174,737

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 30' SIDE 10' REAR 35' CORNER SIDE 15'

Hector Castillo — Prepared by — 8-3-11 — Date

Jonathan Osicka — Approved by — 8-01-11 — Date

Signature of Owner or Applicant — 8/3/11 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0150C
Panel No. /Suffix: _____ 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.

1470996

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

Warranty Deed with Vendor's Lien

Date: April 7, 2005

Grantor: BACILIO GARCIA and wife, ERNESTINA GARCIA

Grantor's Mailing Address: 1501 E. First Street
Weslaco, Texas 78596
Hidalgo County

Grantee: ROGELIO CABRERA, JR.

Grantee's Mailing Address: 4007 Mac Drive
Weslaco, Texas 78596
Hidalgo County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of TEN THOUSAND AND NO/100THS DOLLARS ($10,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to TERRY D. KEY, Trustee.

Property (including any improvements):

All of Lot 10, AURORA ESTATES, an Addition to the City of Weslaco, Hidalgo County, Texas, according to the map recorded in Volume 38, Page 155, 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:

1. Deed of Trust executed by Bacilio Garcia and wife, Ernestina Garcia, to Robert J. Dyer, Trustee, dated October 1, 1999, filed October 19, 1999, under Document Number 816146 in the Official Records of Hidalgo County, Texas, securing the payment of one note of even date therewith in the principal sum of $49,500.00, executed by Grantor and payable to City National Bank; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said ihstrument. By instrument dated –, filed October 20, 2004 under Document Number 1394674 in the Official Records of Hidalgo County, Texas, said note and lien were extended.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" 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 stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

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

BACILIO GARCIA

ERNESTINA GARCIA

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on April 11, 2005, by BACILIO GARCIA and wife, ERNESTINA GARCIA.

Notary Public, State of 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: P-8404

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:		1302
Date Approved:	1 1	11 / 7 / 2011

Name: Braulio Lopez/Aurelio Lopez

Address: 408 W Mile 12 N
Weslaco TX
78596

Phone: (956) 972-1533

Water Supplier: P Alamo W

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

Account/ESI No.: N/A

[X] Temporary Pole [ ] Permanent Service

regarding the land described as:

MARIPOSA LOT 3 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 12-08-1997);

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

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

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 JMA);

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

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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956-318-2844

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

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

Precinct (1) 2 3 4

Application No: I-8404

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: Braulio Lopez / Aurelio Lopez

Address: 408 W Mile 12 N
Weslaco TX 78596

Phone: 956 472 1533

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

Mariposa Lot 3

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Aurelio Lopez
Requesting Party (Signature)

11/4/11
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:

11/08/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8404
Oct. 7, 2011

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

M1110-00-000-0003-00

[1] OWNER: ~~SANCHEZ, JUAN, Jr.~~ Braulio Lopez
PO BOX 1398

WESLACO TX 78599-1398
Telephone No. 472-1533

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES
[5] SIZE OF STRUCTURE: 315 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
MARIPOSA LOT 3

LOCATION: 0 MIDWAY & MILE 9 1/2

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG.
FRONT 30' REAR 30' SIDES 10' FINISH FLOOR ELEV.
18" ABOVE NATURAL GROUND

Prepared by — Date: 10/7/4

Approved by: Jonathan Isidro — Date: 9/30/11

Signature of Owner or Applicant: x Aurelio Lopez — Date: x 10/7/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450 B 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.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATRUAL 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.

ASSUMPTION WARRANTY DEED

Date: July 20, 2011

Grantor: Juan Sanchez, Jr. and Irene Sanchez

Grantor's Mailing Address (including county):
P.O. Box 1398
Weslaco, Texas 78596
Hidalgo County, Texas

Grantee: Braulio Lopez

Grantee's Mailing Address (including county):
408 W. Mile 12 North
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: A cash consideration paid to Grantor by Grantee and Grantee's assumption of the unpaid principal and earned interest on the note in the original principal sum of Fifteen Thousand Four Hundred and 00/100 Dollars ($15,400.00) dated October 8, 2003, executed by Juan Sanchez, Jr.and payable to the order of Saltillo Group, L.L.C. The note is secured by a Vendor's Lien and additionally secured by a Deed of Trust dated October 8, 2003, and filed for record in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's File Number 1325578. Grantee agrees to indemnify and hold Grantor harmless form payment of the note and form performance of Grantor's obligations specified in the instruments securing payment of the note. Grantor assigns to Grantee both the casualty insurance policy on the property and all funds on deposit for payment of taxes and insurance premiums.

Property (including any improvements):

All of Lot 3, Mariposa Subdivision, as shown by the map or plat thereof recorded in Volume 33, Page 16, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyances and Warranty:

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

boundary;

6. Any discrepancies, conflicts, or shortages in area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so.
11. All Easements, restrictions, set back lines, Drainage Swale requirements, and other matters shown on the plat of the Subdivision recorded in the Map Records of Hidalgo County, Texas;
12. A lien securing a promissory note (the "Prior Note") in the original principal amount of Four Hundred Seventy-Five Thousand and 00/100 Dollars ($475,000.00), 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.

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

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

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

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

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

Juan Sanchez, Jr.

Irene Sanchez

ACCEPTED:

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

Aurelio Lopez
Braulio Lopez

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 31 day of July 2011, by Juan Sanchez, Jr.

Notary Public, State of Texas

JOANNE ELAINE McTAGGART
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
04-21-2014

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 31 day of July 2011, by Irene Sanchez.

Notary Public, State of Texas

JOANNE ELAINE McTAGGART
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
04-21-2014

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 31 day of July 2011, by Braulio Lopez.

Notary Public, State of Texas

JOANNE ELAINE McTAGGART
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
04-21-2014

STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, BRAULIO LOPEZ, of Domicilio Conocido, Ejido La Soledad, Mpio Arramberri, Nuevo Leon, Mexico, appoint AURELIO LOPEZ of 408 W. Mile 12 North, Weslaco, TX 78506, Hidalgo County, Texas, as my agent to act for me in any lawful way with respect to all of the following powers except for a power that I have crossed out below.

TO WITHHOLD A POWER, YOU MUST CROSS OUT EACH POWER WITHHELD.

Real property transactions;

Tangible personal property transactions;

Stock and bond transactions;

Commodity and option transactions;

Banking and other financial institution transactions;

Business operating transactions;

Insurance and annuity transactions;

Estate, trust, and other beneficiary transactions;

Claims and litigation;

Personal and family maintenance;

Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;

Retirement plan transactions;

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: 1-8460

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: Blendy Aldape

Address: 7820 Orchard Lane
Weslaco, Tx 78596

Phone: (956) 522 5707

Water Supplier: North Alamo water supply

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

Account/ESI No.:

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Shilo #2 Lot 25

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 04-07-2008);

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

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

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 JH);

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

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: 1-8460

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: Blendy Aldape

Address: 7820 orchard lane

Weslaco, Tx 78596

Phone: (956) 522 5707

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

Shilo #2 lot #25

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Blendy Aldape — Requesting Party (Signature)

11-4-11 — 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:

11/08/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8460
Nov. 4, 2011

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

S3255-02-000-0025-00

[1] OWNER: ALDAPE BLENDY
MARTINEZ JOSE B.
7820 ORCHARD LANE
WESLACO TX 78596
Telephone No. 522-5707

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SHILO # 2 LOT 25

LOCATION: 0 12 1/2 & 88

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[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:25' SIDE:6' SIDE:6'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by — Date 11/4/11

Approved by — Date 11/2/11

X Blendy Aldape — Date 11-4-11
Signature of Owner or Applicant

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450C Pct: 0

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: October 20, 2011

Grantor: El Toro Builders, Inc., a Texas Corporation
Grantor's Mailing Address:
500 E 9TH ST
Mission, Texas 78572

Grantee: Jose B Martinez and Blendy Aldape

Grantee's Mailing Address (including county):
7820 Orchard lane
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-Four Thousand Nine Hundred Dollars and No Cents ($34,900.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 25, Shilo Subdivision No. 2, as shown by the map or plat thereof recorded in Volume 55, Page 24-26, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated May 16, 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 1625893. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Shilo Subdivision No. 2, as shown on the plat thereof, recorded in Volume 55, Page 24-26, of the Map records of Hidalgo County, Texas; 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

10/31/2011 16:00 [illegible] Developers and Builders LLC (FAX)956 584 0260 P.001/003

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 anywise 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.

El Toro Builders, Inc., a Texas Corporation

BY: _____
Norberto Salinas, President

MARIBEL SALINAS
Notary Public, State of Texas
My Commission Expires
August 18, 2014

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the ____ day of October, 2011, by Norberto Salinas, President of El Toro Builders, Inc., a Texas Corporation on behalf of said Texas corporation.

_____
Notary Public, State of Texas

10/31/2011 16:00 [illegible] Developers and Builders LLC (FAX)956 584 0260 P.002/003

AFTER RECORDING RETURN TO:

El Toro Builders, Inc.
500 E 9TH ST
Mission, Texas 78572

Software by ReMerge-It.com

www.ReMerge-It.com

10/31/2011 16:00 S8F Developers and Builders LLC (FAX)956 584 0260 P.003/003

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Hector Sandoval	4-11108
2.	Edwardo Lopez	4-9695
3.	Sergio Elizondo	4-10988
	COMM. COURT: November 15, 2011	

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: 4-11108.

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: Hector Sandoval

Address: 8201 Jubilee Blvd Edinburg TX 78542

Phone: 281 658 9730

Water Supplier: NAW

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

Account/ESI No.: 259249-001

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as:
BALLY'S EST 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 6-30-04);

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 _____);

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; 11-7-11 (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; 11-7-11 (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
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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: 4-11108

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: Hector Sandoval

Address: 8201 Jubilee Blvd
Edinburg TX 78542

Phone: 281 658 9730

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

Bally's Est Lot #14

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Hector Sandoval 11-7-11
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

11/08/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-11108
Nov. 7, 2011

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

B0554-00-000-0014-00

[1] OWNER: SANDOVAL, HECTOR & LILIA

2331 PENINGTON ST.
HOUSTON, TX. 77093

Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,650 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
BALLY'S EST. LOT 14

LOCATION: 0 TOWER & CANTON

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 40' SIDE'S 6' REAR 15' FINISH FLOOR OF ELEV.
18" CENTERLINE OF STREET.

Alan A. Castillo 11-07-11
Prepared by Date

aaron hernandez 11-07-11
Approved by Date

Hector Sandoval 11-7-11
Signature of Owner or Applicant Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0425 C.
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.

2032343

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 Fourteen (14), Bally's Estates Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 47, Page 4, Map Records of Hidalgo County, Texas.

Special Warranty Deed with Vendor's Lien

1. Date: August 1, 2009

2. Grantor: Garco, Ltd., A Texas Limited Partnership

3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539

4. Grantee: HECTOR SANDOVAL AND LILIA SANDOVAL

5. Grantee's Mailing Address: 2331 Pennington, Houston, Texas 77093

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND FOUR HUNDRED AND NO/100THS DOLLARS ($14,400.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to David Crook, Trustee.

7. Property: Lot Fourteen (14), Bally's Estates Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 47, Page 4, 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 2009 and subsequent years.
   E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.

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

10. Prior Liens: Deed of Trust recorded under Document No. 1351963 , Official Records, Hidalgo County, Texas

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

RE: Lot Fourteen (14), Bally's Estates Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 47, Page 4, Map Records of Hidalgo County, Texas.

Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):

12. Special Warranty of Title: To have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.

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

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

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

16. Signature:

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

By: President
Richard A. Garza, President

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 10th day of Aug, 2009, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.

YOLANDA FLORES
Notary Public, State of Texas
My Commission Expires
July 31, 2012

Yolanda Flores
Notary Public, State of Texas
My Commission Expires: 7-31-2012

After Recording Return To: GARCO, LTD, 3910 W. Freddy Gonzalez, Edinburg, Texas 78539

PLANNING DEPARTMENT

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: 4-94095

May, 27, 2010

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		Existing System
	Date Approved:	/ /	11 / 3 / 11

Name: Edwardo Lopez

Address: 309 Tahiti Dr.
Weslaco TX
78596

Phone: 956-363-4605

Water Supplier: North Alamo Water

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

Account/ESI No.: 259023-001

[x] Temporary Pole [ ] Permanent Service

regarding the land described as: RINCON De Palmas Lot #48

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 11-01-99);

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 _____);

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 _____ 11-3-11);

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 _____ 11-3-11);

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: 4-9695

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: Edwardo Lopez

Address: 309 Tahiti Dr.
Weslaco, Tx

Phone: 956-363-4605

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

Rincon De Palmas Lot # 48

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Edwardo Lopez
Edwardo Lopez 11-8-11
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

11/08/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-9695
May. 27, 2010

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

R2846-00-000-0048-00

[1] OWNER: LOPEZ, EDWARD & GLORIA P.

309 TAHITI DR
WESLACO TX, 78596
Telephone No. 969-0449

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MISCELLANEOUS
30- RESIDENTIAL/ ADD. & RENOVATION

[5] SIZE OF STRUCTURE: 625 Sq. Ft.

[6] USE OF BUILDING: MISC.GARAGE C

[7] LEGAL DESC./NAME OF SUBDIVISION
RINCON DE PALMAS LOT 48
10/19/09NW/F/AG

LOCATION: 0 493 & MILE 13

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $4,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGUL
FRONT 25' REAR 25' SIDES 6' FINISHED FLOOR OF ELEV
18" ABOVE CENTERLINE OF ST.

Ana L. Villarreal — Prepared by — 5/27/10 Date

Gilbert Pecina — Approved by — 5/12/10 Date

Edwardo Lopez — Signature of Owner or Applicant — 5-27-10 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450 B Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: January 6, 2006

Grantor: BOB A. GASTON

Grantor's Mailing Address (including county):

3105 SOUTH HWY 281
EDINBURG, TEXAS 78537
HIDALGO County, TEXAS

Grantee: EDWARDO LOPEZ and GLORIA P. LOPEZ
First Grantee's Social Security Number: 374-58-1858
Second Grantee's Social Security Number: 368-60-2956
Grantee's Home Phone Number: 616-393-9921
Grantee's Work Phone Number: 616-218-4058
Grantee's Mailing Address (including county):

A-5904 142ND AVE LOT 89
HOLLAND, MICHIGAN 49423
ALLEGAN County, MICHIGAN

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 Fifteen Thousand One Hundred and 00/100 Dollars ($15,100.00), 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 CHALRES MANN, Trustee.

Property (including any improvements):

> Lot(s) 48, Rincon De Palmas Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 34, Page 94, Map Records in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes

Reservations from and Exceptions to Conveyance and Warranty:

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

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

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

BOB A. GASTON

(Acknowledgment)

State of TEXAS
County of HIDALGO

This instrument was acknowledged before me on the 16th day of January, 2006, by BOB A. GASTON.

IMELDA ZAVALA
Notary Public, State of Texas
My Commission Expires
September 18, 2007

Notary Public, State of TEXAS

AFTER RECORDING RETURN TO:

BOB A. GASTON
3105 SOUTH HWY 281
EDINBURG, TEXAS 78537

SALESPERSON: BOB A. GASTON

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: 4-10988

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		Sewer
	Date Approved:	/ /	11 / 8 / 11

Name: Sergio Elizondo

Address: 3016 La Puerta Ave

McAllen TX 78504

Phone: (956) 537-4188

Water Supplier: —

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

Account/ESI No.: 259339-001

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: La Puerta Lot 102.

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 08/10/06);

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

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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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: 4-10988

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: Sergio Elizondo

Address: 3016 La Puerta Ave
McAllen Tx 78504

Phone: (956) 537-4188

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): La Puerta Lot 126.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Alma Elizondo
Sergio Elizondo
Requesting Party (Signature)

11-8-2011
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓
____ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
__✓_ Affidavit
__✓_ Other (describe) pmt.

This part to be filled out by receiving county official:

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

11-07-11
Date

Ilan Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10988
Sep. 16, 2011

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

L1770-01-000-0126-00

[1] OWNER: SERGIO ELIZONDO
2110 E 20TH ST. MISSION TX

Telephone No. 209-5265

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

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

[5] SIZE OF STRUCTURE: 2,363 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL X-01

[7] LEGAL DESC./NAME OF SUBDIVISION
LA PUERTA PH # 1 LOT 126

LOCATION: 0

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $107,500

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 10' SIDES 6' 18" ABOVE CENTERLINE O
STREET

Prepared by — Date: 9-16-11

Approved by — Date: 9-16-11

Signature of Owner or Applicant — Date: 9-16-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.:_____

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.

WARRANTY DEED WITH VENDOR'S LIEN

Date: September 12, 2011

Grantor: **RRC SOLUTIONS, INC., a Texas Corporation DBA RRC DEVELOPMENT**

Grantor's Mailing Address (including county): 1113 West Pecan Blvd.
McAllen, Texas 78501
Hidalgo County, Texas

Grantee: **SERGIO ELIZONDO, JR. and spouse, ALMA G. ELIZONDO**

Grantee's Mailing Address (including county): 2110 E. 20th St.
Mission, Texas 78572
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 Forty-one Thousand Five Hundred and 00/100 Dollars ($141,500.00) of which Thirty-four Thousand and 00/100 Dollars ($34,000.00) is part purchase money. The note is executed by Grantee, payable to the order of TEXAS NATIONAL BANK. The note is secured by a vendor's lien retained in favor of TEXAS NATIONAL BANK in this deed and by a Deed of Trust of even date from SERGIO ELIZONDO, JR. and spouse, ALMA G. ELIZONDO to RUBEN D. PLATA, Trustee for the benefit of TEXAS NATIONAL BANK.

Property (including any improvements):

All of Lot 126, 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 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.

TEXAS 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 TEXAS NATIONAL BANK and are transferred to TEXAS NATIONAL BANK without recourse on Grantor.

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

RRC SOLUTIONS, INC., a Texas Corporation DBA RRC DEVELOPMENT

BY: _____

RAY R. CANALES, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on this the 12th day of Sept., 2011, by RAY R. CANALES, President of RRC SOLUTIONS, INC., a Texas Corporation DBA RRC DEVELOPMENT on behalf of same and in his capacity thereof.

_____
Notary Public, State of Texas

YOLANDA ALVARADO
My Commission Expires
September 21, 2011

AFTER RECORDING RETURN TO:
SERGIO ELIZONDO, JR.
ALMA G. ELIZONDO
2110 E. 20th St.
Mission, Texas 78572

PREPARED BY:
The Alvarado Law Firm
4757 S. Jackson Rd., Ste. 103
Edinburg, Texas 78539
File/GF: 126355

	PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	DENISE LOPEZ	3-40332
2.		
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: November 15, 2011	

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: 3-40332
6/15/10

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	/ /	11/8/11

Name: Denise López

Address: 7316 Tamarindo St.
Mission Tx
78572

Phone: 2078623

Water Supplier: NA

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 10032784 3505807 7

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Prairie View Heights ph 3 lot 50,

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 5/12/97);

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 Roy Cantu);

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 Agnelo);

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 Antons);

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

Roy Cantu 11-8-11

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: 3-40332

6/15/10

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: Denise Lopez

Address: 7316 Tamarindo St.
Mission Tx. 78572

Phone: (956) 424-0548

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

Praire View Heights ph3 Lot. 50

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)

11-02-11
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:

11/8/11
Date

County Official

2105631

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

WARRANTY DEED

Date: May 24, 2010

Grantors: Martin Ricardo Villarreal
Ana Felipa De Villarreal

Grantor's Mailing Address (including county):

5000 Allen Genoa Lot 237
Pasadena, Texas 77504
Harris County, Texas

Grantee: Denisse De Jesus Lopez

Grantee's Mailing Address (including county):

7402 Guayabo St
Mission, Texas 78572
Hidalgo County, Texas

Consideration: TEN AND NO/100 DOLLARS (10.00) and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged.

Property Description: Lot Fifty (50), Prairie View Heights Phase III, being a subdivision of a 24.46 acre tract of land our of Portion eighty (80) Hidalgo County, Texas, according to the map or plat of said Prairie View Heights Phase III recorded in Volume thirty-two (32), Page seventy-eight (78), Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;

EXECUTED this document on the 24th day of May, 2010 by said Grantors.

Martin Ricardo Villarreal

Ana Felipa De Villarreal

Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 24th day of May, 2010 by Martin Ricardo Villarreal.

LAURA ALVARADO
Notary Public, State of Texas
My Commission Expires
September 28, 2011

Notary Public, State of Texas

Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 24th day of May, 2010 by Ana Felipa De Villarreal.

LAURA ALVARADO
Notary Public, State of Texas
My Commission Expires
September 28, 2011

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
DENISSE DE JESUS LOPEZ
7402 Guayabo St
Mission, Texas 78572

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk

On: May 24,2010 at 04:10P

As a Recording

Document Number: 2105631
Total Fees : 24.00

Receipt Number - 1122140
By,
MaryLou Cantu, Deputy

Chapter 232 Texas LGC Application

APPLICATION NO: 3-40332
Jun. 15, 2010

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

P8115-03-000-0050-00

[1] OWNER: LOPEZ, DENISSE DE JESUS
7316 TAMARINDO ST

MISSION, TX 78572
Telephone No. 424-0548

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

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

[6] USE OF BUILDING: RES MH ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
PRAIRIE VIEW HEIGHTS PH 3
LOT 50 C-44

LOCATION: 0 ABRAM RD & 2 1/2 ML

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $3,800

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS
FRONT 20' SIDES 6' REAR 15'
18 INCHES ABOVE TOP OF CURB

Prepared by — Date: 6/15/10

Approved by — Date: 6/7/10

Signature of Owner or Applicant — Date: 6-15-10

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [ ]

Flood Zone: NO 0400C
Panel No. /Suffix: ____ Pct: 3
Community No.: 480334

Certification of Elevation Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

AI-29559 **6. A.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Crystal Gas Storage:
1. Crystal Gas Storage to perform additional groundwater sampling of monitor wells to the west and southeast of the Former Adobe Refinery property located at the southeast corner of FM 493 and a county road bordering the northern Former Adobe Refinery property boundary, referred to as Commercial Avenue.

Agua SUD:
1. The contractor proposes to bore and install a 16" steel casing across Minnesota Road for a 8" PVC DR-18 waterline for the proposed subdivision. The bore is located 30.0' south of Jonathan Edward Court. The contractor will also bore & install a 1" service connection for Lot 26. The bore will be located 240.0' south of Jonathan Edward Court.

BACKGROUND

Attachments

Permit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 01:01 PM
Olga Garza	Olga Garza	11/08/2011 02:42 PM
Auditor's Office	Arcilia Duran	11/09/2011 11:46 AM

Form Started By: Rebecca Gomez Started On: 11/07/2011 03:05 PM

Final Approval Date: 11/09/2011

REVISED JANUARY 2011

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 15th day of November, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

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

- 1. Crystal Gas Storage to perform additional groundwater sampling of monitor wells to the west and southeast of the Former Adobe Refinery property located at the southeast corner of FM 493 and a county road bordering the northern Former Adobe Refinery property boundary referred to as Commercial Avenue.

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 15th day of November, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

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

- 1. The contractor proposes to bore & install a 16" steel casing across Minnesota Road for a 8" PVC DR-18 waterline for the proposed subdivision. The bore is located 30.0' south of Jonathan Edward Court. The contractor will also bore & install a 1" Service Connection for Lot 26. The bore will be located 240.0' South of Jonathan Edward Court.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" waterline line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-29589 **6. B.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

North Alamo Water Supply Corporation:
Approximately 500' from the C/L of 1426 and Wisconsin Rd on the north side- Bore- Roel Pena Jr- 3/4" service connection

BACKGROUND

Attachments

Permit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 03:25 PM
Olga Garza	Olga Garza	11/09/2011 09:18 AM
Auditor's Office	Arcilia Duran	11/09/2011 11:47 AM

Form Started By: Rebecca Gomez Started On: 11/08/2011 02:50 PM

Final Approval Date: 11/09/2011

REVISED JANUARY 2011

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 15th day of November, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 2 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Approximately 500' from the C/L of 1426 and Wisconsin Rd on the north side- Bore- Roel Pena Jr.- 3/4" service connection.

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-29523 **7. A.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct #	Payer	Amt
H2675.00.001.0012.00	Citimortgage	$6447.91
S3004.08.000.0013.00	Ridge CBF McAllen III LLC	$23016.40
S3004.08.000.0013.00	Ridge CBF McAllen III LLC	$23009.43
T0108.00.000.0073.00	Corelogic	$3025.00

BACKGROUND

Attachments

frnt pg
accts pg
Citi
ridge
ridge cbf
corelogic

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 01:50 PM
Perla Lopez	Perla Lopez	11/07/2011 11:51 AM
Auditor's Office	Arcilia Duran	11/09/2011 11:45 AM

Form Started By: Hilda Fuentes Started On: 11/03/2011 01:39 PM

Final Approval Date: 11/09/2011

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

November 3, 2011

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

ACCOUNT NUMBER	PAYER	AMOUNT
1.H2675.00.001.0012.00	CITIMORTGAGE	$ 6,447.91
2.S3004.08.000.0013.00	RIDGE CBF MCALLEN III LLC	$ 23,016.40
3.S3004.08.000.0013.00	RIDGE CBF MCALLEN III LLC	$ 23,009.43
4.T0108.00.000.0073.00	CORELOGIC	$ 3,025.00

0776775801

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
FLOWERS CHARLES J & ANN H (PAID BY:CITIMORTGAGE) 4

Present mailing address *(number and street)*
418 WIMBLEDON DR 4

City, town or post office, state, ZIP code
WESLACO, TX 78596 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): HIDDEN VALLEY PH 1 LOT 12 BLK 1-AMENDED

Step 2: Describe the property

Address or location of property:

191432 4

Account number of property:
H2675.00.001.0012.00 4

Tax receipt number:
OR 18631874

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	2010	06/23 / 2011	$ 6,447.91 4	$ 6,447.91 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 6,447.91 1

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR ACCT# 191432

REFUND BACK TO MORTGAGE. (CITIMORTGAGE)

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund: 9-27-11

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: PR 10-24-11

sign here ➡ Authorized officer

Date: 11/2/11

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: 10/17/11

10/19

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
RIDGE CBF MCALLEN III LLC &

Present mailing address *(number and street)*
8430 W BRYN MAWR STE 400

City, town or post office, state, ZIP code
CHICAGO, IL 60631

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SHARYLAND SERVICE CENTER #8 W14.0AC LT 13

Step 2: Describe the property

Address or location of property:

717068 &

Account number of property:
S3004.08.000.0013.00 &

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	01/29 / 2010	$ 187912.60	$ 23016.40
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 23016.40 &

Taxpayer's reason for refund *(attach supporting documentation)*: C-2651-06-E

HF

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: CR 10-18-11
11/2/11

sign here ➡ Authorized officer

Date 11/2/11

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 9/28/11 &

9/28

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	
RIDGE CBF MCALLEN III LLC	
Present mailing address *(number and street)* 8430 W BRYN MAWR STE 400	
City, town or post office, state, ZIP code CHICAGO, IL 60631	Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SHARYLAND SERVICE CENTER #8 W14.0AC LT 13

Step 2: Describe the property

Address or location of property:

717068

Account number of property: S3004.08.000.0013.00 OR Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010	1/31 / 2011	$ 187943.43	$ 23009.43
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 23009.43

Taxpayer's reason for refund *(attach supporting documentation)*: C-2874-10-C

HF

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: CR 10-18-11

sign here — Authorized officer | Date 11/2/11

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 9/28/11

9/28

0824110 43

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

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

Print Date: 12/22/2010

FINAL NOTICE
AUG 17 2011

Account Number
T0108-00-000-0073-00
HCAD No. 658619
Legal Description of the Property
TABASCO LOT 73
611 30TH ST
OWNER: VALENCIA MARIA TERESA VENEGAS

CORELOGIC
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: RM 10-26-11
11/2/11

2010 OVERAGE AMOUNT $3,025.00

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 48: MISSION CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name Corelogic		Relationship to Property Owner 817-699-2601
	Mailing Address P.O Box 961250		Daytime Telephone Number
	City, State, Zip Code Ft. Worth, Tx 76161		
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.		
Step 3: Mark the reason for the refund and provide a brief explanation	✓	Overpaid the account	
		Duplicate payment	
		Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer		3038.79
	Total tax, penalty, and interest amount owed for the year		
	Amount of refund claimed		3025.00
Step 5: How should the refund be processed?		Mail to Property Owner	
	✓	Mail to Payer at address in Step 1	
		Transfer this amount to account	For tax year
		Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct		
	SIGN HERE Danielle Nellum on behalf of Corelogic		Date of application 10-3-2011
	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		
AUDITORS USE ONLY:	✓ Approved	☐ Denied	By: Date: 11/2/11
TAX OFFICE USE ONLY:	✓ Approved	☐ Denied	By: Date: 10/17/11

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

10/19

AI-29554 **8. A.**

CC CONSENT

Meeting Date: 11/15/2011

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

Department: WIC

Information

CAPTION

WIC:
Approval to pay annual membership dues to the Texas Association of Local WIC Directors for Norma Longoria, WIC Director in the amount of $125.00 (Req#205745) with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

TALWD - Annual Membership
1.1292.441.00.350.001.2.810

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-001-2-810

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

BUDGETARY IMPACT:

Amount available through Requisition#205745 in the amount of $125.00 as of 11/9/11 for Texas Association of WIC Directors.

Attachments

TALWD Membership

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2011 02:55 PM
Erika Zamora	Erika Zamora	11/09/2011 04:10 PM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Margarita Gonzalez Started On: 11/07/2011 01:52 PM

Final Approval Date: 11/10/2011

TEXAS ASSOCIATION OF LOCAL WIC DIRECTORS
ANNUAL MEMBERSHIP DUES
January 1st – December 31st, 2012

PLEASE PRINT OR TYPE

Local Agency Hidalgo County WIC Program **Local Agency #** 12

Address 3105 W. University

Edinburg, Texas 78539

Phone (956)381-4646 **Fax** (956)380-4056

Email norma.longoria@wic.co.hidalgo.tx.us

Voting Representative _____
(WIC Director or Designee)

Phone Number:_____ **Email Address:**_____

Annual Dues: $125.00 **Payable by December 31, 2011 for calendar year Jan. 1-Dec. 31, 2012**

Pay by check or credit card. If paying by credit card: Name on card_____

Credit Card Number_____

Expiration date_____ **Signature**_____

Payable to: Texas Association of Local WIC Directors
Mail to: TALWD
P.O. Box 49276
Austin, Texas 78765

THE IMPORTANCE OF TALWD MEMBERSHIP:

TALWD acts as a vehicle for the expression of ideas on planning, policy, coordination, implementation and administration of the WIC Program on the local, state and federal level.

TALWD fosters communication between local WIC Programs and the Texas Department of Health with the goal of positively effecting the administration of WIC within the state.

TALWD brings together the administrators of the local agency WIC Programs in order to promote peer support, orientation and/or assistance.

TALWD promotes professional and public awareness of new and existing federal and state legislation.

Membership in TALWD represents an agency membership.

AI-29665 **9. A.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Damaris SanMiguel **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Salary Sweep (1100):
Approval to transfer lapsed salaries from various departments to the Countywide Administration-Contingency account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** Countywide G/F

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

BUDGETARY IMPACT:

Funds available as of 11-10-11.

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	11/10/2011 04:17 PM
Purchasing Department	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Ivan Cantu Started On: 11/10/2011

Final Approval Date: 11/10/2011

AI-29542 **10. A.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Monthly collection report for September 2011.

OFFICE	FEES & COST	MONTH
The Hon. Larry Gallardo, Constable Precinct No. 3	$ 9,307.20	September 2011

BACKGROUND

Attachments

report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2011 08:11 AM
Erika Zamora	Erika Zamora	11/09/2011 02:25 PM
Auditor's Office	Arcilia Duran	11/09/2011 04:44 PM

Form Started By: Maria Medina Started On: 11/04/2011 01:13 PM

Final Approval Date: 11/09/2011

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

November 04, 2011

The Honorable Ramon Garcia
Hidalgo County Judge
County Administration Building, 2nd Floor
100 East Cano
Edinburg, Texas 78539

Dear Judge Garcia:

Please include the attached Monthly Collection Report on the next Commissioners' Court Agenda:

OFFICE	FEES & COST	MONTH
The Hon. Larry Gallardo, Constable Precinct No. 3	$ 9,307.20	September 2011

Thank you for your consideration in this matter.

Sincerely,

Ray Eufracio, CPA
Hidalgo County Auditor

Attachments

AI-29563 **11. A.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Application for Payment No. 3 (Final) in the amount of $265,405.30 from Saenz Utility Contractors, Ltd., contracted vendor for Loma Linda Heights Subdivision as submitted by Javier Hinojosa Engineering, project engineer (C-CAP-11-129-05-23).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1312-431-00-123-421-0-731

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

BUDGETARY IMPACT:

P.O.# 660948

FISCAL YEAR: 1 ACCT. #: 1-1312-431-00-123-421-0-733

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

BUDGETARY IMPACT:

P.O.# 660948

Attachments

Application for Payment No.3 Final Loma Linda Heights Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	11/07/2011 04:17 PM
Purchasing Department	Marty Salazar	11/08/2011 05:07 PM
Budget & Management	Merlen P. Munoz	11/09/2011 07:58 AM
Perla Lopez	Angela Garcia	11/09/2011 09:24 AM
Roland Garcia	Rolando Garcia	11/09/2011 04:58 PM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Marcie Jackson Started On: 11/07/2011 03:40 PM

Final Approval Date: 11/10/2011

APPLICATION FOR PAYMENT NO.3 FINAL

To: HIDALGO COUNTY (OWNER)
From: SAENZ UTILITY CONTRACTORS, LTD. (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR LOMA LINDA HEIGHTS SUBDIVISION
Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR LOMA LINDA HEIGHTS SUBDIVISION
Owner's Contract No. C-CAP-11-129-05-23 Engineer's Project No.
For Work accomplished through the date of: October 25, 2011

1. Original Contract Price:		$493,464.40
2. Net change by Change Order No. 1 and Written Agreements(+):		$0.00
3. Current Contract Price (1 plus 2):		$493,464.40
4. Total completed and stored to date:		$493,464.40
5. Retainage (per Agreement):		
5% of completed Work:	$24,673.22	
of stored material		
Total Retainage:		$24,673.22
6. Total completed and stored to date less retainage (4 minus 5)		$468,791.18
7. Less previous Application for Payments:		$203,385.88
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$265,405.30

Accompanying Documentation:

1. **Application and Certification of Paymer**
2. **Schedule of Values**
3. **Estimate Quantity Update Worksheet**
4. **List of Suppliers and Sub-contractors**
5. **Partial Waiver of Liens (Sub-contractors/suppliers)**
6. **TxDot Form 252 Contract Time Statement**
7. **Payroll Report w/signed Wage Form**

REQ.# 198595 P.O.# 660948
1-1312-431-00-123-421-0-731→$204,386.50
<-10,219.33>=$194,167.17

REQ.# 198595 P.O.# 660948
1-1312-431-00-123-421-0-733→$74,987.50
<-3,749.37>=$71,238.13

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 10/25/11

SAENZ UTILITY CONTRACTORS, LTD
(CONTRACTOR)
By: Pedro Saenz
PEDRO SAENZ
MANAGER
22290 N. FM 88
EDCOUCH, TX 78538

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 25th day of October. 2011

JOSE L. SAENZ
My Commission Expires
November 12, 2011

Jose L Saenz
Notary Public
My Commission expires: Nov. 12, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 11/3/11

JAVIER HINOJOSA ENGINEERING
(ENGINEER)
By: Javier Hinojosa
Javier Hinojosa, P.E.

INVOICE RECEIVED BY: Marcie Jacks ON 11/7/11
GOODS/SERVICES RECEIVED BY: Marcie Jacks ON 11/7/11

Exhibit E-C

Exhibit E-C

Saenz Utility Contractors, Ltd.	Contractor Name
07/18/11	Starting Date
	Project Ending Date
5%	Retainage Percent

Application No.	**3 & FINAL**
Application Date:	**10/27/2011**
Period To:	**09/26/11 - 10/25/11**
Engineer Firm	**JAVIER HINOJOSA ENGINEERING**

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
M1080421	Loma Linda Heights	$ 493,464.40	$ -	$ 106,121.20	$ 107,969.20	$ 279,374.00	$ 493,464.40	$ -	$ 24,673.22	$ 468,791.18	$203,385.88	$ 265,405.30
		$ 493,464.40	$ -	$ 106,121.20	$ 107,969.20	$ 279,374.00	$ 493,464.40	$ -	$ 24,673.22	$ 468,791.18	$203,385.88	$ 265,405.30

Saenz Utility Contractors, Ltd. — Contractor Name

7/18/2011 — Starting Date

Project Ending Date

ROAD & DRAINAGE - LOMA LINDA HEIGHTS — Engineer's / County Project Description

Application No.: 3 & FINAL

Application Date: 10/27/2011

Period To: 09/25/11 - 10/25/11

Engineer's / County Project No.: C-CAP-11-129-05-23

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Revised Schedule Value Quan	Revised Schedule Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		ROADWAY																			
		ARIEL HINOJOSA SUBDIVISION																			
1	100	Preparig ROW	STA	$ 590.00	48.68	$ 28,721.20	$ -	0.00	$ -	48.68	48.68	$ 28,721.20		48.68	$ -		48.68	$ -	$ 28,721.20	0	$ -
2	110	Excavation (Roadway)	CY	$ 6.10	8252.00	$ 50,337.20	$ -	0.00	$ -	-	0.00	$ -	8252.00	8,252.00	$ 50,337.20		8252.00	$ -	$ 50,337.20	0	$ -
3	247	8" FLEX BASE (Compl in Place)	SY	$ 5.50	15965.00	$ 87,807.50	$ -	0.00	$ -	-	0.00	$ -	2750.00	2,750.00	$ 15,125.00	13,215.00	15965.00	$ 72,682.50	$ 87,807.50	0	$ -
4	310	ASPH Matrl. (MC-30)	GAL	$ 6.00	3196.00	$ 19,176.00	$ -	0.00	$ -	-	0.00	$ -		-	$ -	3,196.00	3196.00	$ 19,176.00	$ 19,176.00	0	$ -
5	340	1 1/2" ASPH Conc. (TY D)	SY	$ 7.80	13260.00	$ 103,428.00	$ -	0.00	$ -	-	0.00	$ -		-	$ -	13,260.00	13260.00	$103,428.00	$ 103,428.00	0	$ -
6	502	Barricades, Sign & Traffic Handling	MO	$ 1,200.00	5.00	$ 6,000.00	$ -	0.00	$ -	1.00	1.00	$ 1,200.00	1.00	2.00	$ 1,200.00	3.00	5.00	$ 3,600.00	$ 6,000.00	0	$ -
7	530	Turnouts (ASPH-CONC-PAV) (PB-1)	SY	$ 20.00	275.00	$ 5,500.00	$ -	0.00	$ -	-	0.00	$ -		-	$ -	275.00	275.00	$ 5,500.00	$ 5,500.00	0	$ -
		Total Roadway LOMA LINDA HEIGHTS SUBDIVISION			$	300,969.90		$	-		$	29,921.20		$	66,662.20		$	204,386.50	$ 300,969.90	$	-
		DRAINAGE																			
8	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 12.75	598.00	$ 7,624.50	$ -	0.00	$ -	-	0.00	$ -		0.00	$ -	598.00	598.00	$ 7,624.50	$ 7,624.50	0	$ -
9	530	Driveway (Concrete 3000 PSI)	SY	$ 32.00	1385.00	$ 44,320.00	$ -	0.00	$ -	-	0.00	$ -		0.00	$ -	1,385.00	1,385.00	$ 44,320.00	$ 44,320.00	0	$ -
10	464	8" PVC Pipe	LF	$ 25.00	50.00	$ 1,250.00	$ -	0.00	$ -	50.00	50.00	$ 1,250.00		50.00	$ -		50.00	$ -	$ 1,250.00	0	$ -
11	464	15" RCP Culvert Pipe	LF	$ 22.00	40.00	$ 880.00	$ -	0.00	$ -	40.00	40.00	$ 880.00		40.00	$ -		40.00	$ -	$ 880.00	0	$ -
12	464	18" RCP Culvert Pipe	LF	$ 24.00	979.00	$ 23,496.00	$ -	0.00	$ -	979.00	979.00	$ 23,496.00	0.00	979.00	$ -		979.00	$ -	$ 23,496.00	0	$ -
13	465	Type "A" Inlet (All Depths)	EA	$ 2,950.00	10.00	$ 29,500.00	$ -	0.00	$ -	10.00	10.00	$ 29,500.00		10.00	$ -		10.00	$ -	$ 29,500.00	0	$ -
14	465	Type "CC" Inlet (All Depths)	EA	$ 2,950.00	1.00	$ 2,950.00	$ -	0.00	$ -	1.00	1.00	$ 2,950.00		1.00	$ -		1.00	$ -	$ 2,950.00	0	$ -
15	465	Type "A" Mahole (All Depths)	EA	$ 2,500.00	6.00	$ 15,000.00	$ -	0.00	$ -	6.00	6.00	$ 15,000.00		6.00	$ -		6.00	$ -	$ 15,000.00	0	$ -
16	464	Tie To Exist. Curb Inlet w/ 8" PVC Pipe	EA	$ 685.00	3.00	$ 2,055.00	$ -	0.00	$ -	3.00	3.00	$ 2,055.00		3.00	$ -		3.00	$ -	$ 2,055.00	0	$ -
17	529	18" Low Profile Curb & Gutter	LF	$ 5.50	9686.00	$ 53,273.00	$ -	0.00	$ -	-	0.00	$ -	7100.00	7,100.00	$ 39,050.00	2,586.00	9,686.00	$ 14,223.00	$ 53,273.00	0	$ -
18	529	48" Valley Gutter	LF	$ 18.00	490.00	$ 8,820.00	$ -	0.00	$ -	-	0.00	$ -		0.00	$ -	490.00	490.00	$ 8,820.00	$ 8,820.00	0	$ -
19	402	Trench Protection	LF	$ 1.00	1069.00	$ 1,069.00	$ -	0.00	$ -	1,069.00	1069.00	$ 1,069.00		1,069.00	$ -		1,069.00	$ -	$ 1,069.00	0	$ -
20	542	6" Rein. Concrete Spillway (Concrete 3000 PSI)	SY	$ 37.00	61.00	$ 2,257.00	$ -	0.00	$ -	-	0.00	$ -	61.00	61.00	$ 2,257.00		61.00	$ -	$ 2,257.00	0	$ -
		Total Drainage LOMA LINDA HEIGHTS SUBDIVISION			$	192,494.50		$	-		$	76,200.00		$	41,307.00		$	74,987.50	$ 192,494.50	$	-

Grand Total for Loma Linda Heights Subd. $ 493,464.40

APPROVED BY: Javier Hinojosa P.E. (Print Name) — Signature — 11/3/11 (Date)

Exhibit E-D

AI-29555 **11. B.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to renew and extend the lease contract for an additional one (1) year as provided in Article 1.2 of the lease agreement for the "Lease Of Parcel For Citizen Collection Site(s)-1 In Mercedes And 1 In Donna" for Hidalgo County Precinct No. 1 with the same rates, terms and conditions with the following:

1. C-09-215-11-10-Ray Jones-Mercedes Collection Site
2. C-09-215A-11-10-Richard Cohrs-Donna Collection Site

BACKGROUND

Lease extensions to be effective as of December 6, 2011 with ending date of December 5, 2012.

Fiscal Impact

FISCAL YEAR: 2011/2012 ACCT. #: SEE BELOW

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

BUDGETARY IMPACT:

1-1100-432-00-121-001-0-441- PCT1 SANITATION-LAND & BLDG RENTALS
PO#650212-Ray Jones-Amount available as of 11/09/11-$350.00 (Up To Dec 5, 2011)

PO#650200-Richard Cohrs-Amount available as of 11/09/11-$800.00 (Up To Nov and Dec 5, 2011)

2012 Adopted Budge for obj. code 441-$9,000.00; for renewal of lease contracts will be funded using 2012 funds.

Ray Jones Contract #C-09-215-11-10-base rent is $350.00 per month.
Richard Cohrs Contract #C-09-215A-11-10-base rent is $400.00 per month.

Attachments

Extension Letter and Contract-Richard Cohrs

RAY JONES

signed extensions

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2011 05:07 PM
Budget & Management	Merlen P. Munoz	11/09/2011 07:58 AM
Ivan Cantu	Angela Garcia	11/09/2011 02:49 PM
Rosalinda Cantu	Rosie Cantu	11/09/2011 05:05 PM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Vangie Garcia Started On: 11/07/2011 02:06 PM

Final Approval Date: 11/10/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 7, 2011

Richard Cohrs
P.O. Box 698
Donna, Texas 78537

Via Email: jvoncordes@aol.com

Re: C-09-215A-11-10-Lease Of Parcel For Citizen Collection Site(s)-1 In Mercedes And 1 In Donna-Hidalgo County Precinct No. 1

Dear Mr. Cohrs:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current lease contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, November 15, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Tuesday, November 8, 2011 and or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification if applicable).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-09-215A-11-10

THIS LEASE is made and entered into by and between **Richard Cohrs**, a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for two (2) years commencing on **December 17, 2009** ("Commencement Date") and ending on **December 16, 2011** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year period. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor thirty (30) days written notice without cause. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

1.4 Any contract award to a successful bidder will be in effect until (a) the contract

VANGIE

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.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental in the sum of **$400.00** per month as rent. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at or other such other location or locations as Lessor shall from time to time

designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4.

INTENTIONALLY OMITTED

ARTICLE 5.

INTENTIONALLY OMITTED

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if

Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild

or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease the, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the

option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relenting, then Lessee shall pay the

amount of such deficiency plus reasonable attorney's fees to Lessor.

Cumulative Remedies

12.2 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.3 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13.

ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily

or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Richard Cohrs
P.O. Box 698
Donna, Texas 78537

Lessee:
County of Hidalgo
Attn: County Judge
P.O. Box 1356
Edinburg,Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall

for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Commitment of Current Revenues Only.

14.12 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 ninety (90) 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

Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

Time of Essence

14.13 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the 11 day of Dec., 2009.

LESSOR:

By: Richard N. Cohn
Richard N Cohn

ATTEST:

Arturo Guajardo, Jr., County Clerk

LESSEE:
HIDALGO COUNTY

Rene A. Ramirez, County Judge

Approved On Commissioners Court: 11/10/09

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"
DESCRIPTION OF PROPERTY

South Of FM 493 And Mile West, Donna, Texas
(½ Acre out of the North East Corner Of Lot 1 Block 31-La Donna Plat Subdivision, Donna Hidalgo County, Texas)

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY PRECINCT NO 1
"LEASE OF PARCEL FOR CITIZEN COLLECTION SITE(S) 1 IN MERCEDES AND 1 IN DONNA"
BID No: 2009-215-10-14-ERT
Bid Opening Date: October 14, 2009 at 9:30 AM

	Monthly Premium
The following fees are on a monthly basis only:	
Location A: South of FM 493 and Mile West, Donna, Texas	$ 400.00 xx
Location B: 1 Mile South of Business 83 on Mile 1 East, Mercedes, Texas	$ -0-

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: RICHARD COHRS

ADDRESS: PO BOX 1698

CITY/STATE/ZIP CODE: DONNA, TEXAS 78537

PHONE & FAX NO'S: (956) 464-5385 / (956) 464-3841

CELLULAR NO: (956) 330-1878

E-MAIL ADDRESS: JVONCORDES@aol.com

AUTHORIZED SIGNATURE: Richard N. Cohrs

PRINTED NAME: RICHARD COHRS

TITLE: OWNER

OPENED
9:53 AM
10-14-09
Witnessed

APPROVED

AI-18420 **26.B.1.**

Award of Bid - Lease of Parcel for Citizen Collection Site(s) 1 in Mercedes and 1 in Donna -Hidalgo County Precinct No 1

CC REGULAR

Date: 11/10/2009
Submitted By: Eric Trevino, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Recommending award of bid and approval of lease documents (approved as to form by legal counsel) to vendors meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct No. 1-"Lease of Parcel for Citizen Collection Site(s) 1 in Mercedes and 1 in Donna" Bid No. 2009-215-10-14-ERT.

BACKGROUND

Vendor: Ray Jones sole bidder for "Mercedes, TX location"
Vendor: Richard Cohrs sole bidder for "Donna, TX location"

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-121-001-0-441
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

PO #615227-Ray Jones-Amount available as of 11-6-09 $600.00
PO #615212-Richard Cohrs-Amount available as of 11-6-09 $350.00

2010 Adopted Budget for obj. 441 - $12,000.00; renewal lease contracts will be funded using 2010 funds as per Noe Montez, Pct. 1

Richard Cohrs contract #C-09-215A-11-10 base rent rate is $400.00 per month

Ray Jones contract #C-09-215-11-10 base rent is $350.00 per month.

Attachments

Link: Richard Cohrs Contract
Link: Ray Jones Contract
Link: MEMO RECOMMENDATION, PARTICIPATION LOG, BID TABULATION SHEET

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/05/2009 01:55 PM	APRV
2	Budget & Management	Erika Zamora	11/05/2009 04:23 PM	APRV
3	Ivan Cantu	Ivan Cantu	11/06/2009 03:49 PM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Eric Trevino Started On: 11/05/2009 09:20 AM

Final Approval Date: 11/06/2009

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, October 08, 2009 1:14 PM
To: eric.trevino@co.hidalgo.tx.us
Cc: 'Ramon'; 'DARLENE BETANCOURT'; 'Oscar Garza'; cris.villarreal@co.hidalgo.tx.us; 'Sandra Montalvo'; sandy.suarez@co.hidalgo.tx.us; 'Olga Montero'; 'Elena Gomez'; 'Moises Salazar'; 'Yolanda Velasquez'; 'Yvette Islas'; 'Evangelina Garcia'; 'Leticia Saenz'; 'Rocio Villarreal'
Subject: FW: Eric
Attachments: BID PACKET.PDF; DRAFT LEASE AGREEMENT.docx

Mr. Eric:
After speaking to Mr. Crain during the lunch hour, he has confirmed that in the case of the County seeking to lease a piece of land for the purpose of establishing a citizens collection site/station, the Owner of the property has no insurance obligation to comply with. Therefore, I suggest and recommend that you make changes (if necessary) to your procurement packet that reflects notice to the bidders that the insurance requirements attached are: "If applicable".
Thanks,
Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, October 08, 2009 11:03 AM
To: 'Steve Crain'
Subject: FW: Eric

Mr. Crain:
I won't promise that this is the last thing you'll from us today. Just need confirmation on a point brought up by the staff. The attached packet is for the lease of land for use by County as a Citizen's Collection Station. What insurance(s) would the owner of the property need to provide the County?
Thanks,
Marty

From: Eric Trevino [mailto:eric.trevino@co.hidalgo.tx.us]
Sent: Wednesday, October 07, 2009 5:18 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: Eric

Good Morning,
Please look at attached,
Ms. Marty here is the bid packet sent to vendors, the purpose of this is to find out if vendor needs to have insurance (property insurance) for "Lease of Parcel" as discussed today in your office. Please let me know. Thank you.

Thank you,
ERIC TREVINO
BUYER I
Hidalgo County Purchasing Department
2802 S. Business. Hwy 281
Edinburg, Tx 78539
(956) 318-2626 ext. 4882

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 7, 2011

Ray Jones
P.O. Box 565
Mercedes, Texas 78570

Via Email: rcjones@netzero.net

Re: C-09-215-11-10-Lease of Parcel For Citizen Collection Site(s)-
1In Mercedes and 1In Donna-Hidalgo County Precinct No. 1

Dear Mr. Jones:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current lease contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, November 15, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Tuesday, November 8, 2011 and or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification if applicable).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-09-215-11-10

THIS LEASE is made and entered into by and between **Ray Jones**, a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for two (2) years commencing on **December 6, 2009** ("Commencement Date") and ending on **December 5, 2011** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year period. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor thirty (30) days written notice without cause. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

1.4 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.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental in the sum of **$350.00** per month as rent. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at or other such other location or locations as Lessor shall from time to time

designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4.

INTENTIONALLY OMITTED

ARTICLE 5.

INTENTIONALLY OMITTED

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if

Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild

or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease the, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the

option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relenting, then Lessee shall pay the

amount of such deficiency plus reasonable attorney's fees to Lessor.

Cumulative Remedies

12.2 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.3 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13.

ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily

or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Ray Jones
P.O. Box 565
Mercedes, Texas 78570

Lessee:
County of Hidalgo
Attn: County Judge
P.O. Box 1356
Edinburg,Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall

for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Commitment of Current Revenues Only.

14.12 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 ninety (90) 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

Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

Time of Essence

14.13 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____day of _____, 2009.

LESSOR:

By:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LESSEE:
HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

Approved On Commissioners Court: 11/10/09

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "A"
DESCRIPTION OF PROPERTY

1 Mile South Of Business 83 on Mile 1 East, Mercedes, Texas
(Lot 13, Blk 40 & Lot 9, Blk 67-SE Of Mercedes, Hidalgo Co. Tx)

EXHIBIT "B"
FEE SCHEDULE

OPENED
9:54am
10-14-09
Witnessed

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY PRECINCT NO 1
"LEASE OF PARCEL FOR CITIZEN COLLECTION SITE(S) 1 IN MERCEDES AND 1 IN DONNA"
BID No: 2009-215-10-14-ERT
Bid Opening Date: October 14, 2009 at 9:30 AM

Monthly Premium

The following fees are on a monthly basis only:

Location A: South of FM 493 and Mile West, Donna, Texas $

Location B: 1 Mile South of Business 83 on Mile 1 East, Mercedes, Texas $ 350.00

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: RAY JONES

ADDRESS: P.O. BOX 565

CITY/STATE/ZIP CODE: MERCEDES TX 78570

PHONE & FAX NO'S: (ph) 956-565-5490 ; (fax) 956-565-4116

CELLULAR NO: 956-454-6332

E-MAIL ADDRESS: RCJONES@NETZERO.NET

AUTHORIZED SIGNATURE: Ray Jones

PRINTED NAME: RAY JONES

TITLE OWNER

APPROVED

AI-18420 **25.B.1.**

Award of Bid - Lease of Parcel for Citizen Collection Site(s) 1 in Mercedes and 1 in Donna -Hidalgo County Precinct No 1

CC REGULAR

Date: 11/10/2009
Submitted By: Eric Trevino, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Recommending award of bid and approval of lease documents (approved as to form by legal counsel) to vendors meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct No. 1-"Lease of Parcel for Citizen Collection Site(s) 1 in Mercedes and 1 in Donna" Bid No. 2009-215-10-14-ERT.

BACKGROUND

Vendor: Ray Jones sole bidder for "Mercedes, TX location"
Vendor: Richard Cohrs sole bidder for "Donna, TX location"

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-121-001-0-441
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO #615227-Ray Jones-Amount available as of 11-6-09 $600.00
PO #615212-Richard Cohrs-Amount available as of 11-6-09 $350.00

2010 Adopted Budget for obj. 441 - $12,000.00; renewal lease contracts will be funded using 2010 funds as per Noe Montez, Pct. 1

Richard Cohrs contract #C-09-215A-11-10 base rent rate is $400.00 per month

Ray Jones contract #C-09-215-11-10 base rent is $350.00 per month.

Attachments

Link: Richard Cohrs Contract
Link: Ray Jones Contract
Link: MEMO RECOMMENDATION, PARTICIPATION LOG, BID TABULATION SHEET

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Eric Trevino	11/05/2009 09:20 AM	CREATED
1	Purchasing Department	Marty Salazar	11/05/2009 01:55 PM	APRV
2	Budget & Management	Erika Zamora	11/05/2009 04:23 PM	APRV

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, October 08, 2009 1:14 PM
To: eric.trevino@co.hidalgo.tx.us
Cc: 'Ramon'; 'DARLENE BETANCOURT'; 'Oscar Garza'; cris.villarreal@co.hidalgo.tx.us; 'Sandra Montalvo'; sandy.suarez@co.hidalgo.tx.us; 'Olga Montero'; 'Elena Gomez'; 'Moises Salazar'; 'Yolanda Velasquez'; 'Yvette Islas'; 'Evangelina Garcia'; 'Leticia Saenz'; 'Rocio Villarreal'
Subject: FW: Eric
Attachments: BID PACKET.PDF; DRAFT LEASE AGREEMENT.docx

Mr. Eric:
After speaking to Mr. Crain during the lunch hour, he has confirmed that in the case of the County seeking to lease a piece of land for the purpose of establishing a citizens collection site/station, the Owner of the property has no insurance obligation to comply with. Therefore, I suggest and recommend that you make changes (if necessary) to your procurement packet that reflects notice to the bidders that the insurance requirements attached are: "If applicable".
Thanks,
Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, October 08, 2009 11:03 AM
To: 'Steve Crain'
Subject: FW: Eric

Mr. Crain:
I won't promise that this is the last thing you'll from us today. Just need confirmation on a point brought up by the staff. The attached packet is for the lease of land for use by County as a Citizen's Collection Station. What insurance(s) would the owner of the property need to provide the County?
Thanks,
Marty

From: Eric Trevino [mailto:eric.trevino@co.hidalgo.tx.us]
Sent: Wednesday, October 07, 2009 5:18 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: Eric

Good Morning,
Please look at attached,
Ms. Marty here is the bid packet sent to vendors, the purpose of this is to find out if vendor needs to have insurance (property insurance) for "Lease of Parcel" as discussed today in your office. Please let me know. Thank you.

Thank you,
ERIC TREVINO
BUYER I
Hidalgo County Purchasing Department
2802 S. Business. Hwy 281
Edinburg, Tx 78539
(956) 318-2626 ext. 4882

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 7, 2011

Ray Jones
P.O. Box 565
Mercedes, Texas 78570

Via Email: rcjones@netzero.net

Re: C-09-215-11-10-Lease of Parcel For Citizen Collection Site(s)-
1In Mercedes and 1In Donna-Hidalgo County Precinct No. 1

Dear Mr. Jones:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current lease contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, November 15, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m., Tuesday, November 8, 2011 and or sooner, via facsimile to (956) 956-318-2629 or email to: so as to meet the agenda request form deadlines.

By: Ray Jones Date: 11-8-2011

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for Sale, Quote, Proposal Specifications or Qualification if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 7, 2011

Richard Cohrs
P.O. Box 698
Donna, Texas 78537

Via Email: jvoncordes@aol.com

Re: C-09-215A-11-10-Lease Of Parcel For Citizen Collection Site(s)-
1 In Mercedes And 1 In Donna-Hidalgo County Precinct No. 1

Dear Mr. Cohrs:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current lease contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, November 15, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m., Tuesday, November 8, 2011 and or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Richard A Cohrs Date: 11-07-2011

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification if applicable).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

AI-29599 **11. C.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval of Invoice No. 4 in the amount of $7,875.00, from contracted vendor, Prodigy Construction Management, LLC in connection with contract C-11-032B-06-14 Construction Managemnt services for Sheriff's Office Substation in the Precinct No. 1 Area, with authorizatoin for Auditor process and County Treasurer issue payment/check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

PO# 659617 available balance as of 11-9-11 $96,375.00

Reference:
Pmt# 1 7,875 AI#27549 7-19-11
Pmt# 2 7,875 AI#28221 8-30-11
Pmt#3 7,875 AI #29048 10-18-11 (period billed fr 8-16-11 to 9-16-11)

Attachments

Inv 4 -Prodigy -SO Substation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2011 05:40 PM
Budget & Management	Merlen P. Munoz	11/09/2011 08:07 AM
Manuel Chapa	Manuel Chapa	11/09/2011 08:57 AM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Moises Salazar Started On: 11/08/2011

Final Approval Date: 11/10/2011

PRODIGY CONSTRUCTION MANAGEMENT LLC
P.O. Box 6592
McAllen, TX 78502-6592
Office: (956)800-1122
apalacios@prodigycompany.com

Invoice

Period Billed	Invoice #
09-17-2011 to 10-16-2011	04

Bill To:
Hidalgo County Sheriffs Office
701 El Cibolo RD
Edinburg, TX 78539

Project Name: **Contract NO: C-11-032B-06-14** **REQ: 00197759**

County of Hidalgo Sheriff's Office Substation/Hidalgo County Jail

1-1336-423-00-280-036-0-720

P.O. No.	Vendor	Project
659617	388459	PCM-03-011

Estimated Project Total Cost: $4,000,000.00 @ 3% = $120,000.00
Special Instruction: with option to increase

Payment Schedule: Attachment E

Period Billed	Monthly Draw	Paid to Date	Amount Balance	Invoice Amount Due
1	$7875.00	$7875.00	$120,000.00	$7875.00
2	$7875.00	$15,750.00	$104,250.00	$7875.00
3	$7875.00	$23,625.00	$96,375.00	$7875.00
4	$7875.00			$7875.00
5				
6	P.O. #: 659617			
7	Invoice Received By:			
8	L Tapia on: 11-3-11			
9	Good/Services Received By:			
10	L Tapia on: 10-16-11			
11				
12				

CC Construction Management Service. Estimated cost based on 3% of 4M for the construction of Sheriff's Office East Substation.
CC Note: Management Service total charge based on Construction Final Cost.

Owner Authorized Signature Date



PRODIGY CONSTRUCTION MANAGEMENT LLC
P.O. Box 6592
McAllen, TX 78502-6592
(956)800-1122
apalacios@prodigycompany.com

Invoice

Date	Invoice #
09-17-2011 to 10-16-2011	04

For the Period September 17, 2011 thru October 16, 2011:

Prodigy has provided the following services but, not limited to, the Hidalgo County Sheriff's Dept. Sub-Station (East)

- Met with Mr. Tapia and Gignac to discuss floor plans and specifications again.
- Met with Purchasing Department to discuss Project dates and overview of the project details for final bidding procedures.
- Prodigy Contacted over 125 Potential Bidders in the Rio Grande Valley.
- Presented before Commissioners Court for project update.
- Responding to project Questions.
- Cleaning up Juan Mojica (Architect) Plan Errors.
- Project Currently Bidding.

Owner Authorized Signature Date

AI-29597 **11. D.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice #11323965 in the amount of $6,982.68, from L&G Consulting Engineers, Inc. contracted engineer for "On Call Services for MPO and HCRMA Representation," C-11-054-04-12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

$23,275.60 available funds in PO# 658778 as of 11/09/11.rc

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2011 05:40 PM
Budget & Management	Merlen P. Munoz	11/09/2011 08:06 AM
Rosalinda Cantu	Rosie Cantu	11/09/2011 11:36 AM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Rocio Villarreal Started On: 11/08/2011 03:39 PM

Final Approval Date: 11/10/2011

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323965
INVOICE DATE: 10/31/11

BILL TO:
Hidalgo County
100 E. Cano
Edinburg, TX 78539

JOB: 110101
HCMPO - On Call Eng Services
Contract#C-11-054-04-12
2818 S. Bus Hwy 281
Edinburg, TX 78539

HCMPO POLICY MTG			
October 2011 Meeting	1.00	2327.560	2,327.56
HCMPO POLICY MTG TOTAL:			2,327.56
HCMPO TECH MEETING			
October 2011 Meeting	1.00	2327.560	2,327.56
HCMPO TECH MEETING TOTAL:			2,327.56
HCRMA STATUS & PROG			
October 2011 Meeting	1.00	2327.560	2,327.56
HCRMA STATUS & PROG TOTAL:			2,327.56
		TOTAL	6,982.68

11 NOV 2 AM 9 17
HIDALGO C
BUDGET OF

Project Manager's Signature

AGENDA

Hidalgo County Metropolitan Planning Organization
Technical Advisory Committee Meeting
HCMPO Conference Room
510 South Pleasantview Drive
Weslaco, TX.
Tuesday, October 11, 2011
@ 1:30 PM

1)	Roll Call		Chairman
2)	Approval of Minutes of September 06, 2011	(ACTION ITEM)	MPO Staff
3)	Cost Over-Run Project(s) (If Needed)	(ACTION ITEM)	TxDOT
4)	Discussion & Approval of Operational Improvement Plan (OIP)	(ACTION ITEM)	MPO Staff
5)	Discussion & Approval of FY2011-2014 TIP Amendment #5B	(ACTION ITEM)	MPO Staff
6)	Discussion & Approval of FY2010-2035 MTP Amendment #6B	(ACTION ITEM)	MPO Staff
7)	Discussion of Safe Passing Ordinance	(DISCUSSION ITEM)	MPO Staff
8)	Update on "No Truck in Left Lane"	(UPDATE ITEM)	MPO Staff
9)	Monthly Letting Update	(DISCUSSION ITEM)	TxDOT
10)	Staff Report	(UPDATE / DISCUSSION / ACTION ITEM)	MPO Staff

A. Calendar: October & November 2011
B. Legislative / RTAP Update
C. HCMPO Budget Report
D. Update on Thoroughfare Plan

11)	HCRMA Update	(UPDATE)	HCRMA
12)	Valley Metro	(UPDATE)	VALLEY METRO
13)	Metro	(UPDATE)	METRO
14)	Hidalgo County Commuter Rail District	(UPDATE)	HCCRD
15)	Old or New Business	(UPDATE / DISCUSSION / ACTION ITEM)	Chairman
16)	Adjournment		

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION

Technical Advisory Committee Meeting –Tuesday, October 11, 2011

HCMPO Conference Room

Weslaco, TX.

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Ed Taylor	McAllen	681-1250		etaylor@mcallen.net
2.	Juan Ortiz	Elsa	262-2127		
3.	Anthony Lara	L+L			
4.	Jaime S. Sandoval	COA			
5.	Eduardo Mendoza	Lou	681-2700		
6.	Jeremy Santoscoy	COM			
7.	Oscar G Perez	City of McAllen Traffic	681-3550		
8.	Joe A Calfee	C/Mission	585-1901		jcalfee@ci.mission.tx.us
9.		HCCRA			
10.	Homer Bazan	TxDOT	702-6214		
11.	Raymond G. Sanchez	TxDOT	702-6192		
12.	Jeff Townes	Alton	537-4057		
13.	Jose Reyes	Edinburg	345-2338		JREYES@EDINBURG.BIZ
14.	Jesse Saenz	Edinburg	388-8500		
15.	Michelle Lefevre	Mercedes			

AGENDA

Hidalgo County Metropolitan Planning Organization
Policy Committee Meeting
HCMPO Conference Room
510 South Pleasantview Drive
October 20, 2011
@ 5:30 PM

TAB I **ROLL CALL**

TAB II **CITIZEN'S INPUT**

TAB III **PRESENTATIONS / ACTION / DISCUSSION ITEM(S)**

A. Approval of Minutes from September 15, 2011	(ACTION ITEM)	CHAIRMAN
B. Discussion & Approval of Operational Improvement Plan (OIP)	(ACTION ITEM)	MPO STAFF
C. Discussion & Approval of FY2011-2014 TIP Amendment #5B	(ACTION ITEM)	MPO STAFF
D. Discussion & Approval of FY2010-2035 MTP Amendment #6B	(ACTION ITEM)	MPO STAFF
E. Executive Session (Director's Evaluation)	(ACTION ITEM)	CHAIRMAN
F. Discussion & Approval of Out of Town Travel for HCMPO Staff	(ACTION ITEM)	CHAIRMAN
G. Discussion of Safe Passing Ordinance	(DISCUSSION ITEM)	MPO STAFF
H. Monthly Letting Update	(DISCUSSION ITEM)	TxDOT

TAB IV **STAFF REPORT** (UPDATE / DISCUSSION / ACTION ITEM) MPO STAFF

A. Calendar: November & December 2011
B. Legislative / RTAP Update
C. HCMPO Budget Report
D. Update on Thoroughfare Plan

TAB V **OFF SYSTEM REPORT**	(UPDATE)	PROJECT ENGINEERS
TAB VI **TxDOT CONSTRUCTION REPORT**	(UPDATE)	TxDOT
TAB VII **HIDALGO COUNTY RMA**	(UPDATE)	HCRMA
TAB VIII **HIDALGO COUNTY COMMUTER RAIL DISTRICT**	(UPDATE)	HCCRD
TAB IX **VALLEY METRO**	(UPDATE)	VALLEY METRO
TAB X **METRO**	(UPDATE)	METRO
TAB XI **OLD OR NEW BUSINESS**	(UPDATE / DISCUSSION / ACTION ITEM)	CHAIRMAN

TAB XII **ADJOURNMENT**

Hidalgo County MPO

Transportation Policy Committee Meeting

October 20, 2011

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Oscar Cuellar Jr	City of Penitas	956-240-1106	956-581-3346	oscar@oscarcuellar.com
2.	Raymond Sanchez	TxDOT - Pharr	702-6232	702-6110	Raymond.Sanchez@TxDot.gov
3.	Jorge Arcaute	City of Alton	432-0760		
4.	Victor Salinas	La Joya			
5.	Luis Guajardo	LRGVDC - Valley Metro			
6.	Jose Torres	Alton	577-4037		
7.	Ana Hernandez	LRGVDC			
8.	EDWINA P. GARZA	PROGRESS TIMES	581-4893		EDWINA.GARZA@PROGRESSTIMES.NET
9.	Diana Mtz	Alamo			
10.	Noe Garza	Edinburg			
11.	Pilli Garza	Alamo	7845570		
12.	Guillermo Ramirez	Hidalgo	655-3423		memomex@hotmail.com
13.	Julia Cano				
14.	Valente Olivarez Jr.	TxDOT			
15.	Anthony Lozano	Lthc			
		McAllen			

L&G Engineering
Transportation Consultants

MEMO

To: Hidalgo Co. Comm. Pct. #3, Joe Flores

From: Jacinto Garza, P.E.

Date: October 18, 2011

RE: Hidalgo County Metropolitan Planning Organization (HCMPO) Policy Committee Meeting, October 20, 2011 at 5:30 p.m. – Action Items and Recommendations

Desk Of: Anthony Garza

As your Technical Representative for the Hidalgo County MPO, attached for your use and information, is the Policy Committee Meeting Agenda and Packet for the upcoming meeting to be held on Thursday, October 18, 2011 at 5:30 p.m.
We have reviewed the agenda items that are to be discussed and we would like to advise you that the following item(s) require your attention. We are therefore giving you our recommendations.

TAB III PRESENTATIONS / ACTION / DISCUSSION ITEM(S)

B. Discussion & Approval of Operational Improvement Plan (OIP) (ACTION ITEM) MPO STAFF

The MPO staff issued a call for projects for Operational Improvements in the month of August. Nine projects were submitted to the MPO, Eight from the City of McAllen and one from the City of Mission (Shary Road at US 83). These submittals were reviewed and three projects from McAllen and the project from Mission (US 83 at Shary Road) were selected.

WE RECOMMEND:

Approval of the projects suggested.

C. Discussion & Approval of FY2011-2014 TIP Amendment #5B (ACTION ITEM) MPO STAFF
D. Discussion & Approval of FY2010-2035 MTP Amendment #6B (ACTION ITEM) MPO STAFF

TECHNICAL INFORMATION:

This amendment includes the funding of projects such as BUS 83 from FM 491 to the county line, FM 88 from Mile 16 to SH 107, US 83 at Shary Road project, US 281 to interstate standards north of Edinburg, and the US 83 Overpass at BUS 83 / Inspiration Road. The appropriate changes included in last month's memo were made at the TAC.

WE RECOMMEND:

Approval of the TIP / MTP as presented.

E. Executive Session (Director's Evaluation) (ACTION ITEM) CHAIRMAN

TECHNICAL INFORMATION:

This is the annual evaluation of the MPO Director. In 2010 the MPO Policy Committee elected to continue to conduct these evaluations.

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

F. Discussion & Approval of Out of Town Travel for HCMPO Staff (ACTION ITEM) CHAIRMAN

TECHNICAL INFORMATION:

MPO staff is requesting an additional 2 employees be added to the original travel budget for this conference.

G. Discussion of Safe Passing Ordinance (DISCUSSION ITEM) MPO STAFF

TECHNICAL INFORMATION:

The City of Edinburg has presented a draft ordinance regarding the safe passing of vulnerable road users (pedestrians and bicyclists). The Texas administrative code does not specify what constitutes a "safe passing distance". The proposed ordinance specifies the safe passing distance be 3 feet for regular vehicles and 6 feet for commercial vehicles. This item has been approved as written by the TAC and is for the consideration and possible adoption by each entity at the MPO.

cc: Hidalgo County Judge, Ramon Garcia
Hidalgo Co. Comm. Pct. #1, Joel Quintanilla
Hidalgo Co. Comm. Pct. #2, Hector "Tito" Palacios
Hidalgo Co. Comm. Pct. #4, Joseph Palacios

AGENDA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING

5:30 PM, THURSDAY, OCTOBER 13, 2011

CITY OF MISSION – MISSION CITY HALL

1201 E. 8TH STREET

MISSION, TEXAS

PRESIDING: DENNIS BURLESON, CHAIRMAN

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM
2. PUBLIC COMMENT
3. REPORTS AND ACTION ITEMS: DISCUSSION, CONSIDERATION AND POSSIBLE ACTION
   A. Discussion on status of Lease Agreement with City of Pharr
   B. Discussion, Consideration, and Ratification of TCC Engineering Contracts with L&G and S&B – **Resolution 2011-08**
   C. Discussion, Consideration, and Ratification of TCC Surveying Contracts with Dos Land Surveying and Quintanilla, Headly, and Associates – **Resolution 2011-09**
   D. Discussion, consideration and approval of Agreement with Dannenbaum Engineering regarding General Contracting/Program Management Services – **Resolution 2011-31**
   E. Discuss and approve resolution requesting Hidalgo County to amend and implement Hidalgo County Transportation Reinvestment Zone Number 1 – **Resolution 2011- 33**
   E. Update from First Southwest
4. Chairman's Report – Dennis Burleson
   A. Transportation Forum
   B. Article I-69
5. EXECUTIVE SESSION PURSUANT TO CHAPTER 551, TEXAS GOVERNMENT CODE:
   A. Section 551.071. Consultation with Attorney
   B. Section 551.072. Deliberation Regarding Real Property
   C. Section 551.074. Personnel Matters

Agenda items may be considered, deliberated and/or acted upon in a different order than numbered above. The Board of Directors of the Hidalgo County Regional Mobility Authority (HCRMA) reserves the right to adjourn into Executive (Closed) Session at any time during the course of this meeting to discuss any of the items listed on this agenda as authorized by the Texas Open Meetings Act. No final action will be taken in Executive Session.

PUBLIC INPUT POLICY

Public Input Policy: "At the beginning of each HCRMA meeting, the HCRMA will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. All individuals desiring to address the HCRMA must be signed up to do so, prior to the open comment period. The purpose of this comment period is to provide the public an opportunity to address issues or topics that are under the jurisdiction of the HCRMA. For issues or topics which are not otherwise part of the posted agenda for the meeting, HCRMA members may direct staff to investigate the issue or topic further. No action or discussion shall be taken on issues or topics which are not part of the posted agenda for the meeting. Members of the public may be recognized on posted agenda items deemed appropriate by the Chairman as these items are considered, and the same time limitations (3 minutes) applies."

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)

SPECIAL BOARD MEETING

THURSDAY, OCTOBER 13, 2011

MISSION CITY HALL

1201 E. 8TH STREET

MISSION, TEXAS

	NAME (Please Print)	ENTITY/ORGANIZATION	PHONE	EMAIL
1	Emma Yanez	DLS	472 6255	
2	Hugo Gonzalez	Dos Logistics Inc	968.8800	
3	Anthony Garza	L+B		
4	Juan Castillo	Dos Land Surveying	956-975-0239	
5	Robert Machesky	L&B Engr	956 585-1905	
6	MARK IGLESIAS	S&B	956 926.5000	
7	BEHROOZ BADIOZZAMANI	L & B	956 212-4562	
8	Barack Obama	White House	1-800-White-House	
9	Steven Austin	HDR	512-912-5196	
10	Jose A. Sanchez	TEDSI Infrastructure Group	956 424 7890	
11	RAMIRO GUTIERREZ	R. Gutierrez Engineering Corp	956 782 2557	
12	CARLOS VASQUEZ	CVQ Land Surveyors	956 618-1551	
13	Mario R Jorge	TxDOT	956 702-6101	
14	Phillip Pawelek	SAB Infrastructure	956-976-5000	
15	JEREMY SANTOSCOY	CITY OF MCALLEN		
16	Eric Davila	Dannenbaum Eng. Co	956-682-3677	
17	JOBY ELLINGTON	TXDOT	956-702-6242	
18	Troy Madres	Fit Southwest	512-481-7015	
19	Christine Ibbey		631-3277	
20	Sonja Wilmer		631-3277	
21	RAMIRO E. SALAZAR	D.E.C.	279.5280	
22	GEORGE RAMON	TEDSI - DEC	607-8328	

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)

SPECIAL BOARD MEETING

THURSDAY, OCTOBER 13, 2011

MISSION CITY HALL

1201 E. 8TH STREET

MISSION, TEXAS

	NAME (Please Print)	ENTITY/ORGANIZATION	PHONE	EMAIL
1	Louis Jones	Da [illegible]	956 682-3877	L.Jones@daconsultants.com
2	HECTOR GONZALEZ	TX DOT	956-702-6135	HECTOR.GONZALEZ@txdot.gov
3	Erika Reyna	Hidalgo County	318-2600	erika.reyna@co.hidalgo.tx.us
4	DAVID A. SAENZ	L+G Engineering	956-583-7117	DSaenz@LGEngineers.com
5	Carlos Miranda	C&M	214 606 8500	CMiranda@Candm-associates.com
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L&G Engineering
Transportation Consultants

MEMO

To: Hidalgo County Judge, Ramon Garcia

From: Jacinto Garza, P.E.

Date: October 18, 2011

RE: Hidalgo County Regional Mobility Authority (HCRMA) Meeting, October 13, 2011 at 5:30 p.m. – Progress Report

Desk Of: Anthony Garza

As your Technical Representative for the Hidalgo County MPO and to provide you with a monthly HCRMA update, attached for your use and information, is the HCRMA Meeting Agenda for the meeting held on Thursday October 13, 2011 at 5:30 p.m. We have reviewed the agenda items that were discussed as they relate to Hidalgo County and we provide the following progress report.

3. REPORTS AND ACTION ITEMS: DISCUSSION, CONSIDERATION AND POSSIBLE ACTION

A. Discussion on status of Lease Agreement with City of Pharr

RMA legal staff reported that language in the proposed lease needs refinement. Currently the lease states that additional space will be included at a cost of $3500 a month. The item was approved pending modifications.

B. Discussion, Consideration, and Ratification of TCC Engineering Contracts with L&G and S&B – Resolution 2011-08

RMA staff reported that the contracts have been reviewed as requested by the RMA and seem to be in order. Prior to the meeting TxDOT requested specific items related to utility coordination be added to the scope. TxDOT mentioned that due to some misunderstandings, the engineering consultants had removed certain tasks from the scope which had to be added back to the contract. TxDOT mentioned that as requested by the RMA, they approved the scope and fee for L&G Engineering and the approved fee was below the original fee presented by TxDOT. This item was tabled.

C. Discussion, Consideration, and Ratification of TCC Surveying Contracts with Dos Land Surveying and Quintanilla, Headly, and Associates – Resolution 2011-09

TxDOT and RMA staff reported that the contracts have been reviewed and are in order. This item was tabled.

D. Discussion, consideration and approval of Agreement with Dannenbaum Engineering regarding General Contracting/Program Management Services – Resolution 2011-31

The RMA has only recently received this contract and needs more time to review. This item was tabled.

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900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

E. Discuss and approve resolution requesting Hidalgo County to amend and implement Hidalgo County Transportation Reinvestment Zone Number 1 – Resolution 2011- 33

This item was approved.

F. Update from First Southwest

A First Southwest representative provided an update to the RMA regarding the sale of bonds. According to the report market conditions have improved recently.

Currently, with County approval the RMA would be able to sell bonds for a term of 35 years against the county vehicle registration fee in the amount of $62 million dollar net value. The RMA is currently waiting on a resolution from the County regarding the issuance of debt and plans to meet with the county in the near future.

5. EXECUTIVE SESSION PURSUANT TO CHAPTER 551, TEXAS GOVERNMENT CODE:

A. Section 551.071. Consultation with Attorney
B. Section 551.072. Deliberation Regarding Real Property
C. Section 551.074. Personnel Matters

No action was taken in executive session.

If you have any additional questions or concerns regarding an item that was not addressed, please advise.

cc: Hidalgo Co. Comm. Pct. #1, Joel Quintanilla
Hidalgo Co. Comm. Pct. #2, Hector "Tito" Palacios
Hidalgo Co. Comm. Pct. #3, Joe Flores
Hidalgo Co. Comm. Pct. #4, Joseph Palacios

AI-29634 **11. E.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

J.P. Pct. 2, PL 2:
Pursuant to Commissioner's Court action consent agenda item #AI-25874 on 3/29/11 requesting approval to correct monthly copier capital lease to reflect the equipment rental amount of $116.00/month plus maintenance in the amount of $18.50/month for a total of $134.15/month for awarded vendor IKON Office Solutions, Inc. Buyboard Contract #299-08 through PO #655416. (1-1100-412-00-064-001-0-432/780).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 11100412000640010432

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

BUDGETARY IMPACT:

FISCAL YEAR: 2011 ACCT. #: 11100412000640010780

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

BUDGETARY IMPACT:

Attachments

IKON-PO#655416

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/09/2011 05:03 PM
Budget & Management	Merlen P. Munoz	11/10/2011 07:59 AM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Blanca Mayorga Started On: 11/09/2011 02:15 PM

Final Approval Date: 11/10/2011

Requisition

Req # 00192281

PO #

Date: 03/22/11

Consent #25874 3/29/11

Bill To: x
x

Vendor : 223751
IKON OFFICE SOLUTIONS, INC.
P.O. BOX 660342
DALLAS TX 75266-0342
FAX (478)471-2311

Ship To: JP PCT 2, PL 2
122 E. PARK AVE
PHARR TX 78577

Contact: r.bueno

Contract No: BUYBOARD 299-08

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		*****JP PCT 2, PL 2***** AS PER TASB BUYBOARD 299-08 CATALOG PRICING DO NOT DUPLICATE ORDER		
9.00	MONTH	CO NEW 48 MONTH COPIER (CAPITAL) LEASE FOR A RICOH AFICIO MP 2851 PRICING COMPONENTS INCLUDES: EQUIPMENT, DELIVERY, INSTALLATION, OPERATOR TRAINING, MAINTENANCE, TONER, STAPLES AND SERVICE PERFORMED BY IKON SERVICE TECHNICIANS (YOU WILL INCUR NO ADDITIONAL CHARGES FOR PARTS OR LABOR)	78.00	702.00
9.00	MONTH	CO NEW 48 MONTH COPIER (CAPITAL) LEASE ARDR DF3030 (50 SHEET)	16.00	144.00
9.00	MONTH	CO NEW 48 MONTH COPIER (CAPITAL) LEASE FAC 38 CABINET	3.00	27.00
9.00	MONTH	CO NEW 48 MONTH COPIER (CAPITAL) LEASE FINISHER SR3050 (500 SHEET)	13.00	117.00
9.00	MONTH	CO NEW 48 MONTH COPIER (CAPITAL) LEASE BRIDGE UNIT BU3020	3.00	27.00
9.00	MONTH	CO NEW 48 MONTH COPIER (CAPITAL) LEASE DIGITAL QC 120/15 NETWORK POWERFILTER-SURGE PROTECTOR	3.00	27.00
9.00	MONTH	NEW 48 MONTH COPIER (CAPITAL) LEASE SERVICE-(1500 B/W IMAGES PER MONTH WITH OVERAGES @0.0095)	18.15	163.35
		Account No	Encumbrance	
		1-1100-412-00-064-001-0-432	163.35	
		1-1100-412-00-064-001-0-780	1,044.00	
			Freight	.00
			Total	1,207.35
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

#192281

Proposal for Hidalgo County J.P., Pct. 2, Pl. 2



PREPARED BY:
Aissa Garcia – Account Executive
Mobile: (956) 607-6465
Email: aigarcia@ikon.com

PREPARED FOR:
Hidalgo County J.P., Pct. 2, Pl. 2

Date Submitted: March 22, 2011

IKON Document Efficiency At Work.
A RICOH COMPANY

Financial Considerations

Investment Details:
Ricoh MP 2851



Current Situation:

Canon IR2230 – 1,500 copies — *$143.00 Monthly (48 mths)*

Financial Considerations for 48 Months

Equipment Breakdown	TASB Purchase Pricing	48 mo Pricing
1. Ricoh Aficio MP 2851	$3,202.00	$78.00
ARDR DF3030 (50 Sheet)	$676.00	$16.00
FAC 38 Cabinet	$111.00	$3.00
Finisher SR3050 (500 Sheet)	$514.00	$13.00
Bridge Unit BU3020	$130.00	$3.00
Digital QC 120/15 Network Powerfilter-Surge Protector	$115.00	$3.00
Equipment Total	$4748.00 Cash Price	$116.00
Service – (1,500 B/W images per month with overages @ $0.0095)		$18.15
	Grand Total	$134.15

48 Month Lease Option MP 2851- Grand Total - $134.15

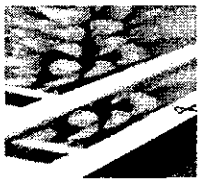
(Please see attached TASB Pricing Sheet for further break downs of each machine and service)

Pricing Components Include: Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by IKON Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the TASB BuyBoard Contract # 299-08**
Complete Lease Forgiveness on current lease Contract # 429301-1008606A3

IKON Document Efficiency *At Work:*
A RICOH COMPANY

Ricoh MP 2851

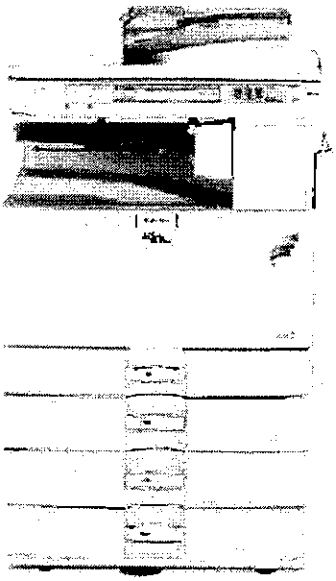




The Ricoh MP 2851 delivers exceptional results to businesses seeking versatile digital copying, productive network scanning and printing. Featuring professional image quality and a space-saving design, these models incorporate an array of impressive features that will substantially increase user productivity.

Key Features of the Ricoh MP 2851

- 28 PPM monochrome output speed, Low cost per page output
- 1,100-sheet paper capacity
- 500-sheet finisher and cabinet stand
- Device is fax, print and scan enabled - providing both black & white and color scanning functionality
- Warm up time of 22 seconds and 4.5 seconds monochrome first print speed
- ESP Power Filter
- Energy Star® compliant
- Warm up time less than 45 seconds



IKON Document Efficiency *At Work.*

A RICOH COMPANY

Product Description	Vendor Part Number	MSRP	TLGC Selling Price	24 Mo	36 Mo	48 Mo	60 Mo
Ricoh Aficio MP2851SP							
BASE UNIT							
Ricoh Aficio MP2851SP	MP2851SP	$7,600	3,202	135	97	78	67
COPIER ACCESSORIES							
ARDF DF3030 (50 Sheet)	414143	$1,330	676	29	20	16	14
Platen Cover Type 3800C	412551	$95	52	2	2	1	1
1 Bin Tray BN3030	414127	$325	161	7	5	4	3
Finisher SR3050 (500 Sheet)	414130	$1,045	514	22	16	13	11
1,000 Sheet Finisher SR790	412730	$1,480	764	32	23	19	16
Booklet Finisher SR3000 1,000 Sheet Finisher	412851	$3,150	1,578	67	48	38	33
Bridge Unit BU3020	414125	$240	130	5	4	3	3
Punch Unit Kit PU3000	412855	$765	389	16	12	9	8
Internal Shift Tray SH3010	414140	$325	165	7	5	4	3
PS500 Large Capacity Tray	410958	$1,470	772	33	23	19	16
Paper Feed Unit Type PB 3030	413673	$1,313	641	27	19	16	13
FAC 38 Cabinet	414520	$207	111	5	3	3	2
Key Counter Bracket Type H	412552	$100	50	2	2	1	1
Optional Counter Interface Unit Type A	413012	$62	32	1	1	1	1
ESP Digital QC 120/15 Network - (Powerfilter)	D5133NT	$170	115	5	3	3	2
FAX OPTION ACCESSORIES							
Fax Option Type 3351	415285	$1,100	578	24	18	14	12
32MB Memory Unit Type B	001342MIU	$195	94	4	3	2	2
G3 Interface Unit Type 3350	414084	$680	348	15	11	8	7
Handset Type 1018	410781	$68	36	2	1	1	1
PRINT/SCAN OPTION							
PostScript 3 Unit Type 3350	414120	$570	290	12	9	7	6
IEEE802.11a/b/g Wireless Interface Type J	414008	$565	303	13	9	7	6
IEEE1284 Interface Board Type A	411699	$105	53	2	2	1	1
Bluetooth Interface Unit Type 3245	412866	$378	233	10	7	6	5
Gigabit Ethernet Board Type A	402547	$340	220	9	7	5	5
File Format Converter Type E	414007	$605	318	13	10	8	7
3L68-19 USB Keyboard MP2550/MP3350	100256FNG	$449	428	18	13	10	9
SECURITY OPTIONS							
Data Overwrite Security Unit Type I	413955	$420	210	9	6	5	4
HDD Encryption Unit Type A	414021	$390	207	9	6	5	4
				TOTAL FOR MP2851		**$116.00**	
SUPPLIES							
TONER TYPE 2120D/25335627	841337	$231					
STAPLES TYPE K 5000/CTG	410801	$44					
STAPLES TYPE K REFILL	410802	$78					
Staple Type S for SR3000 (Saddle Stitch) (Uses Type K Refill	412874	$50					
Marker Type 30	334049	$31					

TASB

IKON Office Solutions GTX IMP

CANON / RICOH DIGITAL BLACK&WHITE, COLOR AND PROFESSIONAL SERVICES

TERM	SEG 1	SEG 2	SEG 3	SEG 4a	SEG 4b	SEG 5a	SEG 5b	SEG 6
	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy
12 MONTH	0.0149	0.011	0.0085	0.0066	0.0064	0.0058	0.0056	0.0051
36 MONTH RATE	0.0156	0.0115	0.0089	0.0068	0.0066	0.006	0.0058	0.0053
48 MONTH RATE	0.0163	0.0121	0.0093	0.0071	0.0068	0.0063	0.006	0.0055
60 MONTH RATE	0.0171	0.0127	0.0098	0.0075	0.0072	0.0066	0.0062	0.0057
OVERAGES	0.0145	0.0095	0.0086	0.0062	0.0060	0.0055	0.0054	0.0050
MONTHLY VOLUME	1,000-2,500	2,500-5,000	5,000-10,000	10,000-20,000	20,000-30,000	30,000-40,000	40,000-75,000	75,000 +
		B/W Service for MP 2851SP:		1,500 B/W images per month = 1,500 x $0.0121 = $18.15 (overages @ .0095)				

Price included Service Parts/Labor, Black Toner and Staples. Excluded Connectivity Support.

*** Required Minimum Volume**

TERM	C1100/IPC-1	CLC4/5100	MPC2000/2500 /3000	MPC3500/4500 /6000/7500	C2550/3080/3480	C4080/4580/5185	C5058U/5068U	CPP550/650/C7000/8 000VP/6000
	Color*	Color*	B/W or Color**	B/W or Color**		B/W or Color**	B/W or Color**	Color*
12 MONTH	0.1200	0.0680	0.0750	0.0750	0.0660	0.0660	0.0830	0.0520
36 MONTH RATE	0.1250	0.0700	0.0770	0.0770	0.0679	0.0679	0.0850	0.0540
48 MONTH RATE	0.1313	0.0720	0.0790	0.0790	0.0712	0.0712	0.0870	0.0560
60 MONTH RATE	0.1378	0.0740	0.0810	0.0810	0.0748	0.0748	0.0890	0.0580
OVERAGES COLOR	0.1100	0.0660	0.0720	0.0720	0.0640	0.0640	0.0810	0.0500
BLACK/WHITE CPC	0.0200	0.0130	0.0110	0.0090	0.0110	0.0100	0.0120	0.0120
MONTHLY VOLUME COLOR	1,000-2,500	10,000 +	2,500 +	5,000 +	2,500 +	5,000 +	5,000 +	10,000 +
RIP Fees	$45/month	$50/month	$30/month	$30/month	$30/month	$30/month	$30/month	$50/month
No charge for Embedded RIPs								

Price included Service Parts/Labor, Toners and Staples . Excluded Connectivity Support.

*** Required Minimum COLOR Volume. ** Select ether Black/White or Color as minimum.**

SERVICE TOTALS 1,500 B/W images per month @ $0.0121 =	$18.15
TOTAL MONTHLY SERVICE FEE	$18.15
Overages @ $0.0095	

Managed Printer Fleet Pricing

All LaserJet Printe BuyBoard Pricing

B/W Printer .03/impression*

Color .25/impression*

* Only Laser Jets

*All Printers need to have Director of Service approval

IMAGE PLUS Management

STATE AND LOCAL GOVERNMENT
Product Schedule

IKON Document Efficiency At Work.
A RICOH COMPANY

Product Schedule Number: _____

State and Local Government Master Agreement Number: _____

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and HIDALGO, COUNTY OF _____, as Customer ("Customer" or "you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Master Agreement.

CUSTOMER INFORMATION

HIDALGO COUNTY - J.P., PCT.2 PL. 2	RACHEL BUENO
Customer (Bill To) 300 W. HALL ACRES RD., STE. D	Billing Contact Name 300 W. HALL ACRES RD., STE. D
Product Location Address PHARR HIDALGO TX 78577 City County State Zip	Billing Address *(if different from location address)* PHARR HIDALGO TX 78577 City County State Zip

Billing Contact Telephone Number	Billing Contact Facsimile Number	Billing Contact E-Mail Address
956-787-1986	956-787-9343	NA@NA.COM

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MP 2851

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*
48	$ 134.15

Minimum Payment Billing Frequency
- ☒ Monthly
- ☐ Quarterly
- ☐ Other: _____

Advance Payment
- ☐ 1st Payment
- ☐ 1st & Last Payment
- ☐ Other: _____

Guaranteed Minimum Images*°	
Black/White	**Color**
1,500	N/A

Cost of Additional Images°	
Black/White	**Color**
.0095	N/A

Meter Reading/Billing Frequency
- ☐ Monthly
- ☒ Quarterly
- ☐ Other: _____

* Based upon Minimum Payment Billing Frequency

° Based upon standard 8 ½" x 11" paper size. Paper sizes greater than 8 ½" x 11" may count as more than one image.

Sales Tax Exempt: ☒ YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date.

2. You, the undersigned Customer, have applied to us to use the above-described items ("Product") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the Terms and Conditions on the

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Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**

3. Image Charges/Meters: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Agreement. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images times the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: IKON OFFICE SOLUTIONS, INC.
By: X _____ Authorized Signer Signature	By: _____ Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

Capital Lease Versus Operating Lease Test
2011

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

												1	2	3a	3b	4a	4b	
CC Date	State PurchaseOrder Date	Installation Date	Serial No.	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
3/1/2011	IKON			121	Pct. 1-Parks		TASB 299-08	2/22/2011	RA MP 2851	$114.00	N	N	48	60	$5,472.00	$4,682.00	Capital Lease
3/1/2011	IKON			121	Pct. 1-Sanitation		TASB 299-08	2/22/2011	RA MPC2551	$112.00	N	N	48	60	$5,376.00	$4,208.00	Capital Lease
3/7/2011	TASB 328-09			125	FMgmt.-Mail Room	191018	328-09	3/1/2011	IntelliLink	$982.00	N	N	48	60	$47,136.00	$23,442.60	Capital Lease
3/15/2011	3/15/2011			280	Jail Administration	190513	985-L2	3/15/2011	WC5745	$221.49	N	N	36	60	$7,973.64	$8,197.00	Capital Lease
3/15/2011	3/15/2011			280	Jail Records	190515	985-l2	3/15/2011	WC5745	$221.49	N	N	36	60	$7,973.64	$8,197.00	Capital Lease
3/15/2011	3/15/2011			280	Jail Infirmary	190517	985-l2	3/15/2011	WC5745	$221.49	N	N	36	60	$7,973.64	$8,197.00	Capital Lease
3/15/2011	3/16/2011			280	Jail Kitchen	190519	985-l2	3/15/2011	WC5745	$221.49	N	N	36	60	$7,973.64	$8,197.00	Capital Lease
3/15/2011	3/16/2011			280	Jail Releasing Hall	190521	985-L2	3/15/2011	WC5745	$221.49	N	N	36	60	$7,973.64	$8,197.00	Capital Lease
3/15/2011	3/16/2011			280	Jail Classifications	190523	985-L2	3/15/2011	WC5745	$221.49	N	N	36	60	$7,973.64	$8,197.00	Capital Lease
3/15/2011	3/16/2011			280	Jail Public Informa	190524	985-L2	3/15/2011	WC3550x	$71.45	N	N	36	60	$2,572.20	$1,397.00	Capital Lease
3/15/2011	3/16/2011			280	Sheriff Central Recor	191075	985-l2	3/15/2011	WC5775pt	$406.80	N	N	36	60	$14,644.80	$10,995.00	Capital Lease
3/15/2011	3/16/2011			280	Sheriff Academy	191349	985-l2	3/15/2011	WC5765PT	$340.80	N	N	36	60	$12,268.80	$10,795.00	Capital Lease
3/15/2011	3/16/2011			280	Sheriff Patrol Squad	191351	985-L2	3/15/2011	WC5765PT	$340.80	N	N	36	60	$12,268.80	$10,795.00	Capital Lease
3/15/2011	3/16/2011			280	Sheriff Budget Offic	191352	985-l2	3/15/2011	WC5745PT	$221.49	N	N	36	60	$7,973.64	$8,197.00	Capital Lease
3/15/2011	3/16/2011			280	Sheriff Civil & Warra	191353	985-L2	3/15/2011	WC5745	$221.49	N	N	36	60	$7,973.64	$8,197.00	Capital Lease
3/15/2011	3/16/2011			280	Sheriff CID	191355	985-L2	3/15/2011	WC5745	$221.49	N	N	36	60	$7,973.64	$8,197.00	Capital Lease
3/15/2011	3/16/2011			280	Sheriff Executive	191356	985-L2	3/15/2011	WC5745PT	$221.49	N	N	36	60	$7,973.64	$8,197.00	Capital Lease
3/29/2011	TASB 299-08			64	JP 2 PLACE 2		299-08	3/29/2011	RA MP2851SP	$116.00	N	N	48	60	$5,568.00	$4,748.00	Capital Lease
															$0.00		
3/29/2011				370	Veterans	191690	985-L2	3/29/2011	WC7120P	$258.58	N	N	48	60	$12,411.84	$12,411.84	Capital Lease
															$0.00		
															$0.00		
															$0.00		
															$0.00		
3/8/2011				280	Jail Clsssifications	190523	985-L2	3/8/2011	WC5745	$221.49	N	N	36	60	$7,973.64	$8,197.00	Capital Lease

AI-29612 **11. F.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the first (1st) year of the additional Two (2) One (1) year options to extend/renew as provided in the current contract for:"LEGEND and NON-LEGEND PHARMACEUTICALS" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with MAO WESTWOOD PHARMACY d/b/a WESTWOOD PHARMACY effective 11/17/11.

BACKGROUND

Extension-Westwood Pharmacy
Contract C-09-384-11-03

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-604

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

BUDGETARY IMPACT:

Available balance as of 11-9-11 $50,053.78

Attachments

Acknowledged Letter of Extension & Contract-Westwood Pharmacy

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/09/2011 12:25 PM
Budget & Management	Merlen P. Munoz	11/09/2011 12:57 PM
Manuel Chapa	Manuel Chapa	11/09/2011 02:38 PM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Letty Saenz Started On: 11/08/2011 04:26 PM

Final Approval Date: 11/10/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 8, 2011

Hunter Hoggatt, Vice President
MAO Westwood Pharmacy, Incorporated
d/b/a **Westwood Pharmacy**
5823 Patterson Avenue
Richmond, VA 23226
P (804) 288-1933 **C** (804) 519-3383

via email hunter.hoggatt@westwoodpharmacy.com

Re: ***Extension of Contract #C-09-384-11-03 - "Legend & Non-Legend Pharmaceuticals"-Hidalgo County Sheriff's Office***

Dear Mr. Hunter:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **FIRST (1ST) YEAR** of the additional **TWO (2) ONE (1) YEAR** periods as provided in the current contract (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: 11-9-11
Hunter Hoggatt, Vice President

Additionally, we are requesting your company to provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-384-11-03

THIS CONTRACT is made and entered into this **3rd** day of **November, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **MAO Westwood Pharmacy, Incorporated, a Virginia Corporation** d/b/a **Westwood Pharmacy (the "Company").**

WHEREAS, Company responded to advertised notices for bids for **"Legend & Non-Legend Pharmaceuticals"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **November 17, 2009** and expiring on **November 16, 2011** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of

such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:
The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company:
MAO Westwood Pharmacy, Incorporated
d/b/a Westwood Pharmacy
Attn: Jake Pasternak, CFO
5823 Patterson Avenue
Richmond, VA 23226

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 3rd day of November, 2009.

APPROVED AS TO FORM
Atlas & Hall, LLP

By: _____

COUNTY OF HIDALGO

By: _____
Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY: MAO Westwood Pharmacy, Incorporated d/b/a **Westwood Pharmacy**

By: _____
Printed Name: Jake Pasternak
Title: CFO

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

September 21, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -**"Legend and Non-Legend Pharmaceuticals"**
Bid No: 2009-384-10-07-MEG

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
"LEGEND & NON-LEGEND PHARMACEUTICALS"
BID NO.: 2009-384-10-07-MEG

1. **Request For Bid Letter, consist of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)
3. **Exhibit "A" Specifications and Bid Sheets consisting of__10__pages.**
4. **Exhibit "B" Bid Page, consists of __5__ 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.**
   (Must be submitted with bid)
7. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
   (Must be submitted with bid)
8. **Draft Requirements Agreement consisting of __8__ pages.**
9. **Certification Regarding Debarment __1__ page.**
   (Must be submitted with bid)

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

Martha L. Salazar, CPPB
Purchasing Agent

September 21, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICAL"
BID NO.: 2009-384-10-07-MEG
BID OPENING DATE:
OCTOBER 07, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "LEGEND & NON-LEGEND PHARMACEUTICALS"** 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. 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-2009-384-10-07-MEG HIDALGO COUNTY SHERIFF'S OFFICE - "LEGEND & NON-LEGEND PHARMACEUTICALS"** and in County's Purchasing Department, 2802 S. Bus. Hwy. 281Edinburg, Texas 78539, **on or before 9:30 a.m., October 07, 2009. 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 BID-2009-384-10-07-MEG HIDALGO COUNTY SHERIFF'S OFFICE - "LEGEND & NON-LEGEND PHARMACEUTICALS"** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

. No deliveries accepted after 3:00 P.M., Monday-Friday.

. At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE - "LEGEND & NON-LEGEND PHARMACEUTICALS"** 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 Sheriff's Office
711 El Cibolo Road
Edinburg, TX 78542
(956) 383-8114
ATTN.: Sheriff Guadalupe "Lupe" Trevino

17. **Schedule of Events**

Bid Opening, 9:30 AM	**October 07, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. **Bid or Performance Bond and Debarment Certification; Payment Under Contract:**

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County,

to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items

found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND & NON-LEGEND PHARMACEUTICALS"
BID NO.: -2009-384-10-07-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICAL"
BID NO: 2009-384-10-07-MEG

SCOPE OF SERVICES:
Hidalgo County Sheriff's Office is requesting to obtain Legend & Non-Legend Pharmaceuticals on an **"AS NEEDED BASIS ONLY"**, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary). Ordering and delivery will involve approximately one (1) location, located at 711 El Cibolo Road, Edinburg, Texas 78542.

Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of prescription drugs for jail inmates through out the contract period. ***Legend items (prescribed)*** will be ordered on an **"AS NEEDED BASIS"** only. There will be a prescription issued either by telephone or in writing by the attending physician for any and all legend items in accordance with the Texas Pharmacy Act and related regulations. ***Non-legend items (non-prescribed)*** Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) on non-legend (non-prescription) drugs.

Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be Responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) for the bid price.

Bidder(s) may submit a bid for Item 1 only, for Item 2 only, or for both items.

ITEM 1: ***Legend items (prescribed)***

A. All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).

1. **"Brand Name"** Percentage above or below AWP:
_____% above AWP OR _____% below AWP

2. **"Generic Brand"** Percentage above or below AWP:
_____% above AWP OR _____% below AWP

B. Regular business hours are from _____ a.m. to _____ p.m.

Note: ***all legend items will be ordered and delivered by bidder (s) during regular business hours only, unless item (s) are of emergency, therefore, item (s) must be delivered within a six to eight hour time frame.***

C. The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) is including the Unit Dose System as part of the contract. The unit dose system is designed with security in mind. It has an anti-pilferage that keeps secure and is in compliance with state regulations.

- The Unit Dose System consists of pill cards and by quantity "non individual dose". Each medication is individually heat-sealed in blister pack medication cards.
- Each medication card is labeled with patient name when requested, doctor's name, the name of the medication, its strength, patient instructions, and quantity. This provides quick, accurate, and efficient inventory control.
- Each complete card set consists of a folding card with a foil sheet attached and a plastic pill cavity. Available in 30, 31, 60 and 90 dose cards. (Sample: Universal Card Size is 5¼" wide x 8½" high).

D. The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

ITEM 2: *Non-legend items (non-prescribed)*

Bidder(s) will supply the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requirements of non-prescription drugs for the contract period. Non-prescribed items will be ordered approximately every month on a one-time per month basis. The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) on non-legend (non-prescription) drugs.

A. Blanket discount for non-prescription drugs. _____%

B. Regular business hours are from _____ a.m. to _____ p.m.

Note: ***all non-legend items will be ordered and delivered by bidder (s) during regular business hours only, unless item(s) ordered are of emergency; therefore, item(s) must be delivered with a six to eight hour time frame.***

REQUIREMENTS:

Bidder(s) must possess a Class "A" License or Class "E" License (Class "E" Pharmacy must have at least one local client located in Hidalgo County for emergency propose only) as defined in Section 5 of the Texas Pharmacy Act. under the Texas Pharmacy Act and related regulations.

Bidder must have at 24 hours Pharmacist Services assistance.

Bidder will provide stock bottles (upon request) when ordered.

The bidder(s) will provide delivery of **antibiotics ordered within six to eight hours time frame**. All legend(prescribed) items will be ordered and delivered by bidder (s) during regular business hours only, unless item (s) are of emergency, therefore, item (s) must be delivered **within a six to eight hour time frame.**

The bidder(s) representative must be available to respond to all calls from the using County department to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

The awarded bidder(s) must provide for any pharmaceuticals/medications ordered by physician a Medical Administration Record Report to the Infirmary Nurse for the Department's Records.

TERMS & CONDITION:

1. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.

7. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

9. Hidalgo County reserves the right to seek purchases for "Legend and Non- Legend Pharmaceutical" from State Awarded contracts whenever it is in the County's best interest to do so.

10. Hidalgo County reserves the right to award on an "all or none basis". Hidalgo County reserves the right to award all or separate contracts for Item 1 and Item 2, if it is in the County's best interest to do so.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

1) Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) Timeframe for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, September 30, 2009 by 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, **October 02, 2009 by 5:00 P.M**

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

ITEM 1: ***Legend items (prescribed)***

A. All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).

1. **"Brand Name"** Percentage above or below AWP:

_____% above AWP OR _____% below AWP

2. **"Generic Brand"** Percentage above or below AWP:

_____% above AWP OR _____% below AWP

B. Regular business hours are from _____ a.m. to _____ p.m.

ITEM 2: ***Non-legend items (non-prescribed)***

Bidder(s) will supply the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requirements of non-prescription drugs for the contract period. Non-legend items (non-prescribed) will be ordered approximately every month on a one-time per month basis.

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) on non-legend (non-prescription) drugs.

A. Blanket discount for non-prescription drugs. _____%

B. Regular business hours are from _____ a.m. to _____ p.m.

The following list of non-prescribed items are estimated quantity amounts to be used per year. However, the contract awarded is a requirements contract for all non-legend drugs and will not be restricted to mentioned quantities or products only. This list is no and should not be understood to be an exhaustive listing of all non-legend items which may be required by Hidalgo County Adult Detention Center (Jail Infirmary).

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

DESCRIPTION			
	PRODUCT	**ESTIMATED MONTHLY QUANTITIES**	**BRAND OR GENERIC**
1	DIPHENHRAMIN 25mg *OTC*	5 BOTTLES	**BRAND-** **GENERIC-**
2	LATEX STRIPS *OTC*	25 BOXES	**BRAND-** **GENERIC-**
3	NS 0.9 IRR SOLN 1000 ml *OTC*	100/1000 ML 6 BAGS	**BRAND-** **GENERIC-**
4	TOLNFTATE CREAM 1% 15 g *OTC*	70 TUBES	**BRAND-** **GENERIC-**
5	MILK OF MAGNESIA *OTC*	1GAL/BTL=15 BOTTLES	**BRAND-** **GENERIC-**
6	MAGNNESIUM HYD *OTC*	15 BOTTLES	**BRAND-** **GENERIC-**
7	IBUPROFEN 400 mg *OTC*	15 BOTTLES	**BRAND-** **GENERIC-**
8	POLYSPORIN OINTMENT *OTC*	5 OZ/TUBES – 20 TUBE	**BRAND-** **GENERIC-**
9	THROAT LOZENGES GREEN *OTC*	1M/BTL = 288 BOTTLES	**BRAND-** **GENERIC-**
10	KAOPECTOLIN *OTC*	1 PT/BTL = 10 BOTTLES	**BRAND-** **GENERIC-**
11	BEN – GAY *OTC* MUSCLE RUB	5 OZ. / TUBES = 60 TUBES	**BRAND-** **GENERIC-**
12	FUROSEMIDE 20 mg *RX*	150 DOSES	**BRAND-** **GENERIC-**
13	LITHIUM 300 mg *RX*	600 DOSES	**BRAND-** **GENERIC-**
14	SERTALINE 50 mg *RX*	350 DOSES	**BRAND-** **GENERIC-**
15	ERYTHROMYCIN 500 mg *RX*	500 DOSES	**BRAND-** **GENERIC-**

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

16	TRAZODONE 50 mg *RX*	500 DOSES	**BRAND-** **GENERIC-**
17	AMOXICILLN 500 mg *RX*	2500 DOSES	**BRAND-** **GENERIC-**
18	GUAFENESIN 600 MG *RX*	7,000 DOSES	**BRAND-** **GENERIC-**
19	VALPROIC ACID 250 mg *RX*	700 DOSES	**BRAND-** **GENERIC-**
20	PHENYTOIN SOD EX 100 MG TABS *RX*	3000 TABS	**BRAND-** **GENERIC-**
21	TETANUS TOXOID *RX*	10 CC BTLS=10 BTLS	**BRAND-** **GENERIC-**
22	BENZTROPINE *RX*	2MG TABS= 2000 TABS	**BRAND-** **GENERIC-**
23	ALBUTEROL INHALER *RX*	90MCG=20 INHALERS	**BRAND-** **GENERIC-**
24	DEPAKOTE *RX*	250 MG TABS=1500 TABS	**BRAND-** **GENERIC-**
25	ARISTOCOT / KENOLOG *RX* TRIAMCINALONE 0.1 %	5 OZ. / TUBES = 20 TUBES	**BRAND-** **GENERIC-**
26	SILVADENE CRÈME *RX* SILVERSULFADIARONE	1 LB. / JAR = 10 JARS	**BRAND NAME:** **GENERIC:**
27	CENTRUM *OTC* CTM VITAMIN TABLETS	1M CAP / BTL = 5 BOTTLES	**BRAND NAME:** **GENERIC:**
28	VISINE *OTC* TETRAHYDROZOLINE	5 OZ./BTL = 5 BOTTLES	**BRAND NAME:** **GENERIC:**
29	BETADINE OINTMENT *OTC* PROVIDONE SCRUB	GAL / BOTTLES = 10BOTTLES	**BRAND NAME:** **GENERIC:**
30	HYDROSCORTISONE cream 1 % *OTC* HYDROSCORTISONE cream 1%	CREAM 1% = 50 TUBES	**BRAND NAME:** **GENERIC:**

HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

	BRAND/GENERIC	ESTIMATED MONTHLY QUANTITIES	
31	CORTISPORIN OPHTHALMIC ointment *RX* OCCUSPORIN HC OPHTHALMIC ointment	c OZ. / TUBES - 25 TUBES	**BRAND NAME:** **GENERIC:**
32	TINACTIN CREAM 1 % *OTC* TOLNAFTATE CREAM 1%	1 OZ./TUBE = 70 TUBES	**BRAND NAME:** **GENERIC:**
33	TYLENOL EXTRA STRENGTH CAPLET 500 MGS *OTC* ACETAMINOPHEN 500 mg CAPLET EXTRA-STRENGTH	1M CAP / BTL = 15 BOTTLES	**BRAND NAME:** **GENERIC:**
34	MAALOX PLUS SUSPENSION *OTC* ALAMAG PLUS	1 GAL/BTL = 10 BOTTLES	**BRAND NAME:** **GENERIC:**
35	OCEAN NASAL SPRAY *OTC* SEA MIST NASAL	45 CC BTLS = 5 BOTTLES	**BRAND NAME:** **GENERIC:**
36	DUCOLAX 5MGS. TABLETS *OTC* BISACODYL 5MG E.C. TABS	100/BTL = 5 BOTTLES	**BRAND NAME:** **GENERIC:**
37	SURFAX 240 MG *OTC* DC'S SOFT GEL	100/BTL CAPSULES = 5 BOTTLES	**BRAND NAME:** **GENERIC:**
38	ALCOHOL PREP PADS *OTC*	50 BOXES	
39	IV CANNULAS *OTC*	150 CANNULAS	
40	IV START KITS *OTC*	150 KITS	
41	STERILE H2O *OTC*	200 BOTTLES	
42	NS FOR IRRIGATION *OTC*		
43	IV FLUID 0.9%NS,D5W,LR *OTC*	75/1,000 ML BAGS	
44	IV POLES *OTC*	2	
45	IV TUBING *OTC*	150 SETS	
46	SPUFFLE PLASTIC ¼ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	
47	AMMONIA INHALANTS AMPULES *OTC*	100/BOX = 50 BOXES	
48	COTTON BALLS MEDIUM *OTC*	4M/CASE = 1 CASE	
49	INSULIN SYRINGES 28" X 1/2" SINGLE U-100 *OTC*	100/BOX = 120 BOXES	
50	ASA EC *OTC*	81MG TABS=500 TABS	
51	ASA EC *OTC*	325 MG TABS=250 TABS	
52	DEPAKOTE EC *RX*	20 MG TABS=500 TABS	

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

53	LEXAPRO *RX*	10 MG TABS= 500 TABS	
54	TRILEPTAL *RX*	300 MG TABS= 1500 TABS	
55	GEMFIBROZILE *RX*	600 MG TABS=1000 MG TABS	
56	HALDOL *RX*	5 MG TABS=1500 TABS	
57	HALDOL DEC *RX*	100 MG/ML=5 VIALS	
58	HALDOL LAC *RX*	5 MG/ML=5 VIALS	
59	LORAZEPAM *RX*	1 MG TABS=50 TABS	
60	LORAZEPAM INJ. *RX*	2 MG/ML=1 VIAL	
61	GEODON *RX*	60 MG CAPS= 100 CAPS	
62	HEMORRHOIDAL SUPPOSITORIES *OTC* COMPARABLE TO ANUSOL	12/BOX =288 BOXES	**BRAND NAME:** **GENERIC:**
63	HEMORRHOIDAL CREAM *OTC* COMPARABLE TO ANUSOL	12/BOX=288 BOXES	**BRAND NAME:** **GENERIC:**
64	KWELL LOTION 1% *OTC* LIDANE LOTION	GALLON BTLS = 20 GALS	**BRAND NAME:** **GENERIC:**
65	KWELL CREAM 1% *OTC* LIDANE CREAM	2OZ/TUBES = 288 TUBES	**BRAND NAME:** **GENERIC:**
66	GLUCOPHAGE *RX*	500 MG=1500 TABS	
67	GLIPIZIDE *RX*	5MG=1500 TABS	
68	OMPERAZOLE *RX*	20MG TABS=1200 TABS	
69	RISPERDAL *RX*	1MG=1200 TABS	
70	RISPERDAL *RX*	2MG=1200 TABS	
71	LACTULOSE SOL. *RX*	10 MG/15ML=3000 ML	
72	PRINIVIL *RX*	5MG TABS=500 TABS	
73	RANITIDINE *RX*	150 MG=2000 TABS	
74	SEROQUEL *RX*	100 MG TABS=1000 TABS	
75	SMZ-TMP DS *RX*	800/160 MG TABS=20000 TABS	
76	ZYPREXA *RX*	10 MG TABS=1000 TABS	
77	PAROXETINE *RX*	20 MG TABS=500 TABS	
78	BUSPIRONE *RX*	5 MG TABS=400 TABS	
79	ABILIFY *RX*	5 MG TABS=1000 CAPS	
80	BUPROPION XL *RX*	150 MG TABS=200 TABS	
81	CARBAMAZEPINE *RX*	100 MG TABS=200 TABS	
82	NEOSPORIN OPTH SOL *RX*	15 ML BOTTLE=10 BOTTLES	

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

83	EFFEXOR *RX*	75 MG=1000 TABS	
84	TOPROL XL *RX*	50 MG=500 TABS	
85	PHENOBARBITAL *RX*	100 MG=1000 TABS	
86	NOVOLIN NPH *RX*	10 VIALS	
87	NOVOLIN 70/30 *RX*	10 VIALS	
88	CATAPRESS *RX*	0.1 MG=1200 TABS	
89	GLYBURIDE *RX*	5MG= 1200 TABS	
90	CEPHALAXIN *RX*	500 MG CAPS= 2000 CAPS	

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Item 1

24 hours Pharmacist services assistance provided	☐ **Yes** ☐ **No**
Class "E" Pharmacist must have at least one local client in Hidalgo County for emergency propose only	☐ **Yes** ☐ **No**
AWP (Average Wholesale Price)	**PRICES**
Brand Name	
% above AWP	$
% below AWP	$
Generic Brand	
% above AWP	$
% below AWP	$
Regular business hours are from	_____a.m. to _____ p.m.

Item 2

Blanket discount for non-prescription drugs	_____%
Regular business hours are from	_____a.m. to _____ p.m.

EXHIBIT "B"
"LEGEND & NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

DESCRIPTION		
	PRODUCTS USED MOST	DOES YOUR COMPANY CARRY GENERIC
1	DIPHENHRAMIN 25mg *OTC*	☐ YES ☐ NO
2	LATEX STRIPS *OTC*	☐ YES ☐ NO
3	NS 0.9 IRR SOLN 1000 ml *OTC*	☐ YES ☐ NO
4	TOLNFTATE CREAM 1% 15 g *OTC*	☐ YES ☐ NO
5	MILK OF MAGNESIA *OTC*	☐ YES ☐ NO
6	MAGNNESIUM HYD *OTC*	☐ YES ☐ NO
7	IBUPROFEN 400 mg *OTC*	☐ YES ☐ NO
8	POLYSPORIN OINTMENT *OTC*	☐ YES ☐ NO
9	THROAT LOZENGES GREEN *OTC*	☐ YES ☐ NO
10	KAOPECTOLIN *OTC*	☐ YES ☐ NO
11	BEN – GAY BRAND NAME *OTC* MUSCLE RUB GENERIC	☐ YES ☐ NO
12	FUROSEMIDE 20 mg *RX*	☐ YES ☐ NO
13	LITHIUM 300 mg *RX*	☐ YES ☐ NO
14	SERTALINE 50 mg *RX*	☐ YES ☐ NO
15	ERYTHROMYCIN 500 mg *RX*	☐ YES ☐ NO
16	TRAZODONE 50 mg *RX*	☐ YES ☐ NO
17	AMOXICILLN 500 mg *RX*	☐ YES ☐ NO
18	GUAFENESIN 600 MG *RX*	☐ YES ☐ NO
19	VALPROIC ACID 250 mg *RX*	☐ YES ☐ NO
20	PHENYTOIN SOD EX 100 MG TABS *RX*	☐ YES ☐ NO
21	TETANUS TOXOID *RX*	☐ YES ☐ NO
22	BENZTROPINE *RX*	☐ YES ☐ NO
23	ALBUTEROL INHALER *RX*	☐ YES ☐ NO

EXHIBIT "B"
"LEGEND & NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

24	DEPAKOTE *RX*	☐ YES ☐ NO
25	ARISTOCOT / KENOLOG BRAND NAME *RX* TRIAMCINALONE 0.1 % GENERIC	☐ YES ☐ NO
26	SILVADENE CREME BRAND NAME *RX* SILVERSULFADIARONE GENERIC	☐ YES ☐ NO
27	CENTRUM BRAND NAME *OTC* CTM VITAMIN TABLETS GENERIC	☐ YES ☐ NO
28	VISINE BRAND NAME *OTC* TETRAHYDROZOLINE GENERIC	☐ YES ☐ NO
29	BETADINE OINTMENT BRAND NAME *OTC* PROVIDONE SCRUB GENERIC	☐ YES ☐ NO
30	HYDROSCORTISONE cream 1% GENERIC *OTC*	☐ YES ☐ NO
31	CORTISPORIN OPHTHALMIC ointment BRAND NAME *RX* OCCUSPORIN HC OPHTHALMIC ointment GENERIC	☐ YES ☐ NO
32	TINACTIN CREAM 1 % BRAND NAME *OTC* TOLNAFTATE CREAM 1% GENERIC	☐ YES ☐ NO
33	TYLENOL EXTRA STRENGTH CAPLET 500 MGS BRAND NAME *OTC* ACETAMINOPHEN 500 mg CAPLET EXTRA-STRENGTH GENERIC	☐ YES ☐ NO
34	MAALOX PLUS SUSPENSION BRAND NAME *OTC* ALAMAG PLUS GENERIC	☐ YES ☐ NO
35	OCEAN NASAL SPRAY *OTC* SEA MIST NASAL	☐ YES ☐ NO
36	DUCOLAX 5MGS. TABLETS BRAND NAME *OTC* BISACODYL 5MG E.C. TABS GENERIC	☐ YES ☐ NO
37	SURFAX 240 MG *OTC* DCS SOFT GEL	☐ YES ☐ NO
38	ALCOHOL PREP PADS *OTC*	☐ YES ☐ NO
39	IV CANNULAS *OTC*	☐ YES ☐ NO
40	IV START KITS *OTC*	☐ YES ☐ NO
41	STERILE H2O *OTC*	☐ YES ☐ NO
42	NS FOR IRRIGATION *OTC*	☐ YES ☐ NO
43	IV FLUID 0.9%NS,D5W,LR *OTC*	☐ YES ☐ NO
44	IV POLES *OTC*	☐ YES ☐ NO
45	IV TUBING *OTC*	☐ YES ☐ NO

EXHIBIT "B"
"LEGEND & NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

	PRODUCTS USED MOST	DOES YOUR COMPANY CARRY GENERIC
46	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	☐ YES ☐ NO
47	AMMONIA INHALANTS AMPULES *OTC*	☐ YES ☐ NO
48	COTTON BALLS MEDIUM *OTC*	☐ YES ☐ NO
49	INSULIN SYRINGES 28" X 1/2" SINGLE U-100 *OTC*	☐ YES ☐ NO
50	ASA EC *OTC*	☐ YES ☐ NO
51	ASA EC *OTC*	☐ YES ☐ NO
52	DEPAKOTE EC *RX*	☐ YES ☐ NO
53	LEXAPRO *RX*	☐ YES ☐ NO
54	TRILEPTAL *RX*	☐ YES ☐ NO
55	GEMFIBROZILE *RX*	☐ YES ☐ NO
56	HALDOL *RX*	☐ YES ☐ NO
57	HALDOL DEC *RX*	☐ YES ☐ NO
58	HALDOL LAC *RX*	☐ YES ☐ NO
59	LORAZEPAM *RX*	☐ YES ☐ NO
60	LORAZEPAM INJ. *RX*	☐ YES ☐ NO
61	GEODON *RX*	☐ YES ☐ NO
62	HEMORRHOIDAL SUPPOSITORIES *BRAND NAME OTC* COMPARABLE TO ANUSOL GENERIC	☐ YES ☐ NO
63	HEMORRHOIDAL CREAM BRAND NAME *OTC* COMPARABLE TO ANUSOL GENERIC	☐ YES ☐ NO
64	KWELL LOTION 1% BRAND NAME *OTC* LIDANE LOTION GENERIC	☐ YES ☐ NO
65	KWELL CREAM 1% BRAND NAME *OTC* LIDANE CREAM GENERIC	☐ YES ☐ NO
66	GLUCOPHAGE *RX*	☐ YES ☐ NO
67	GLIPIZIDE *RX*	☐ YES ☐ NO
68	OMPERAZOLE *RX*	☐ YES ☐ NO
69	RISPERDAL *RX*	☐ YES ☐ NO
70	RISPERDAL *RX*	☐ YES ☐ NO
71	LACTULOSE SOL. *RX*	☐ YES ☐ NO
72	PRINIVIL *RX*	☐ YES ☐ NO
73	RANITIDINE *RX*	☐ YES ☐ NO
74	SEROQUEL *RX*	☐ YES ☐ NO
75	SMZ-TMP DS *RX*	☐ YES ☐ NO
76	ZYPREXA *RX*	☐ YES ☐ NO

EXHIBIT "B"
"LEGEND & NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

77	PAROXETINE *RX*	☐ YES ☐ NO
78	BUSPIRONE *RX*	☐ YES ☐ NO
79	ABILIFY *RX*	☐ YES ☐ NO
80	BUPROPION XL *RX*	☐ YES ☐ NO
81	CARBAMAZEPINE *RX*	☐ YES ☐ NO
82	NEOSPORIN OPTH SOL *RX*	☐ YES ☐ NO
83	EFFEXOR *RX*	☐ YES ☐ NO
84	TOPROL XL *RX*	☐ YES ☐ NO
85	PHENOBARBITAL *RX*	☐ YES ☐ NO
86	NOVOLIN NPH *RX*	☐ YES ☐ NO
87	NOVOLIN 70/30 *RX*	☐ YES ☐ NO
88	CATAPRESS *RX*	☐ YES ☐ NO
89	GLYBURIDE *RX*	☐ YES ☐ NO
90	CEPHALAXIN *RX*	☐ YES ☐ NO

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

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 shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

DATE (MM/DD/YY)

ACORD

CERTIFICATE OF INSURANCE

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.

INSURED

INSURERS AFFORDING COVERAGE

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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	
	GENERAL LIABILITY			
	AUTOMOBILE LIABILITY			
	GARAGE LIABILITY			
	EXCESS LIABILITY			
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
	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 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

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 Fax (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.:**

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 "B"
VENDOR'S BID

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Item 1

24 hours Pharmacist services assistance provided	☒ Yes ☐ No
Class "E" Pharmacist must have at least one local client in Hidalgo County for emergency propose only	☒ Yes ☐ No

AWP (Average Wholesale Price)	PRICES
Brand Name	
% above AWP	$ 20.3% below AWP
% below AWP	$
Generic Brand	
% above AWP	$
% below AWP	$ 75.4% below AWP
Regular business hours are from	12 a.m. to 12 p.m.

Item 2

Blanket discount for non-prescription drugs	35 %
Regular business hours are from	12 a.m. to 12 p.m.

OPENED
10:14 am
10-07-09
Witnessed

EXHIBIT "B"
"LEGEND & NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

	DESCRIPTION PRODUCTS USED MOST	DOES YOUR COMPANY CARRY GENERIC
		☒ YES ☐ NO
1	DIPHENHRAMIN 25mg *OTC*	☒ YES ☐ NO
2	LATEX STRIPS *OTC*	☒ YES ☐ NO
3	NS 0.9 IRR SOLN 1000 ml *OTC*	☒ YES ☐ NO
4	TOLNFTATE CREAM 1% 15 g *OTC*	☒ YES ☐ NO
5	MILK OF MAGNESIA *OTC*	☒ YES ☐ NO
6	MAGNNESIUM HYD *OTC*	☒ YES ☐ NO
7	IBUPROFEN 400 mg *OTC*	☒ YES ☐ NO
8	POLYSPORIN OINTMENT *OTC*	☒ YES ☐ NO
9	THROAT LOZENGES GREEN *OTC*	☒ YES ☐ NO
10	KAOPECTOLIN *OTC*	☒ YES ☐ NO
11	BEN – GAY BRAND NAME *OTC* MUSCLE RUB GENERIC	☒ YES ☐ NO
12	FUROSEMIDE 20 mg *RX*	☒ YES ☐ NO
13	LITHIUM 300 mg *RX*	☒ YES ☐ NO
14	SERTALINE 50 mg *RX*	☒ YES ☐ NO
15	ERYTHROMYCIN 500 mg *RX*	☒ YES ☐ NO
16	TRAZODONE 50 mg *RX*	☒ YES ☐ NO
17	AMOXICILLN 500 mg *RX*	☒ YES ☐ NO
18	GUAFENESIN 600 MG *RX*	☒ YES ☐ NO
19	VALPROIC ACID 250 mg *RX*	☒ YES ☐ NO
20	PHENYTOIN SOD EX 100 MG TABS *RX*	☐ YES ☒ NO
21	TETANUS TOXOID *RX*	☒ YES ☐ NO
22	BENZTROPINE *RX*	☒ YES ☐ NO
23	ALBUTEROL INHALER *RX*	

EXHIBIT "B"
"LEGEND & NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

24	DEPAKOTE *RX*	☒ YES ☐ NO
25	ARISTOCOT / KENOLOG BRAND NAME *RX* TRIAMCINALONE 0.1 % GENERIC	☒ YES ☐ NO
26	SILVADENE CRÈME BRAND NAME *RX* SILVERSULFADIARONE GENERIC	☒ YES ☐ NO
27	CENTRUM BRAND NAME *OTC* CTM VITAMIN TABLETS GENERIC	☒ YES ☐ NO
28	VISINE BRAND NAME *OTC* TETRAHYDROZOLINE GENERIC	☒ YES ☐ NO
29	BETADINE OINTMENT BRAND NAME *OTC* PROVIDONE SCRUB GENERIC	☒ YES ☐ NO
30	HYDROSCORTISONE cream 1% GENERIC *OTC*	☒ YES ☐ NO
31	CORTISPORIN OPHTHALMIC ointment BRAND NAME *RX* OCCUSPORIN HC OPHTHALMIC ointment GENERIC	☒ YES ☐ NO
32	TINACTIN CREAM 1 % BRAND NAME *OTC* TOLNAFTATE CREAM 1% GENERIC	☒ YES ☐ NO
33	TYLENOL EXTRA STRENGTH CAPLET 500 MGS BRAND NAME *OTC* ACETAMINOPHEN 500 mg CAPLET EXTRA-STRENGTH GENERIC	☒ YES ☐ NO
34	MAALOX PLUS SUSPENSION BRAND NAME *OTC* ALAMAG PLUS GENERIC	☒ YES ☐ NO
35	OCEAN NASAL SPRAY *OTC* SEA MIST NASAL	☒ YES ☐ NO
36	DUCOLAX 5MGS. TABLETS BRAND NAME *OTC* BISACODYL 5MG E.C. TABS GENERIC	☒ YES ☐ NO
37	SURFAX 240 MG *OTC* DCS SOFT GEL	☒ YES ☐ NO
38	ALCOHOL PREP PADS *OTC*	☒ YES ☐ NO
39	IV CANNULAS *OTC*	☒ YES ☐ NO
40	IV START KITS *OTC*	☒ YES ☐ NO
41	STERILE H2O *OTC*	☒ YES ☐ NO
42	NS FOR IRRIGATION *OTC*	☒ YES ☐ NO
43	IV FLUID 0.9%NS,D5W,LR *OTC*	☒ YES ☐ NO
44	IV POLES *OTC*	☒ YES ☐ NO
45	IV TUBING *OTC*	☒ YES ☐ NO

EXHIBIT "B"
"LEGEND & NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

	PRODUCTS USED MOST	DOES YOUR COMPANY CARRY GENERIC
46	SPUFFLE PLASTIC ¼ OZ. PLASTIC SQUAT CUPS *OTC*	☒ YES ☐ NO
47	AMMONIA INHALANTS AMPULES *OTC*	☒ YES ☐ NO
48	COTTON BALLS MEDIUM *OTC*	☒ YES ☐ NO
49	INSULIN SYRINGES 28" X 1/2" SINGLE U-100 *OTC*	☒ YES ☐ NO
50	ASA EC *OTC*	☒ YES ☐ NO
51	ASA EC *OTC*	☒ YES ☐ NO
52	DEPAKOTE EC *RX*	☐ YES ☒ NO
53	LEXAPRO *RX*	☐ YES ☒ NO
54	TRILEPTAL *RX*	☒ YES ☐ NO
55	GEMFIBROZILE *RX*	☒ YES ☐ NO
56	HALDOL *RX*	☒ YES ☐ NO
57	HALDOL DEC *RX*	☒ YES ☐ NO
58	HALDOL LAC *RX*	☒ YES ☐ NO
59	LORAZEPAM *RX*	☒ YES ☐ NO
60	LORAZEPAM INJ. *RX*	☒ YES ☐ NO
61	GEODON *RX*	☐ YES ☒ NO
62	HEMORRHOIDAL SUPPOSITORIES *BRAND NAME OTC* COMPARABLE TO ANUSOL GENERIC	☒ YES ☐ NO
63	HEMORRHOIDAL CREAM BRAND NAME *OTC* COMPARABLE TO ANUSOL GENERIC	☒ YES ☐ NO
64	KWELL LOTION 1% BRAND NAME *OTC* LIDANE LOTION GENERIC	☒ YES ☐ NO
65	KWELL CREAM 1% BRAND NAME *OTC* LIDANE CREAM GENERIC	☒ YES ☐ NO
66	GLUCOPHAGE *RX*	☒ YES ☐ NO
67	GLIPIZIDE *RX*	☒ YES ☐ NO
68	OMPERAZOLE *RX*	☒ YES ☐ NO
69	RISPERDAL *RX*	☒ YES ☐ NO
70	RISPERDAL *RX*	☒ YES ☐ NO
71	LACTULOSE SOL. *RX*	☒ YES ☐ NO
72	PRINIVIL *RX*	☒ YES ☐ NO
73	RANITIDINE *RX*	☒ YES ☐ NO
74	SEROQUEL *RX*	☐ YES ☒ NO
75	SMZ-TMP DS *RX*	☒ YES ☐ NO
76	ZYPREXA *RX*	☐ YES ☒ NO

EXHIBIT "B"
"LEGEND & NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

77	PAROXETINE *RX*	☒ YES	☐ NO
78	BUSPIRONE *RX*	☒ YES	☐ NO
79	ABILIFY *RX*	☐ YES	☒ NO
80	BUPROPION XL *RX*	☒ YES	☐ NO
81	CARBAMAZEPINE *RX*	☒ YES	☐ NO
82	NEOSPORIN OPTH SOL *RX*	☒ YES	☐ NO
83	EFFEXOR *RX*	☒ YES	☐ NO
84	TOPROL XL *RX*	☒ YES	☐ NO
85	PHENOBARBITAL *RX*	☒ YES	☐ NO
86	NOVOLIN NPH *RX*	☐ YES	☒ NO
87	NOVOLIN 70/30 *RX*	☐ YES	☒ NO
88	CATAPRESS *RX*	☒ YES	☐ NO
89	GLYBURIDE *RX*	☒ YES	☐ NO
90	CEPHALAXIN *RX*	☒ YES	☐ NO

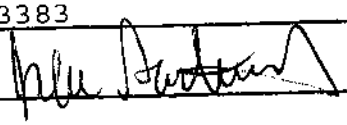
BIDDER/COMPANY NAME: Westwood Pharmacy

ADDRESS: 5823 Patterson Avenue

CITY/STATE/ZIP CODE: Richmond, Virginia 23226

PHONE & FAX NO.'S: (804) 288-1933 / Fax: (804) 288-1510

CELL PHONE: (804) 519-3383

AUTHORIZED SIGNATURE: 

PRINTED NAME: Jake Pasternak

TITLE: CFO

EMAIL ADDRESS: jake.pasternak@westwoodpharmacy.com

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID FA WESTW-1

DATE (MM/DD/YYYY) 07/15/09

PRODUCER

GHT Insurance Agency, Inc.
P.O. Box 38059
Richmond VA 23231
Phone: 804-428-0000 Fax: 804-428-9991

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

*Westwood Pharmacy
MAO Pharmacy, Inc. T/A
5823 Patterson Avenue
Richmond VA 23226

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Fireman's Ins. Co of Wash., DC	21784
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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [ ] OCCUR [X] Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC	CPA0017953-19	01/01/09	01/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 300000 $ 10000 $ $ 2000000 $
A		AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS A [X] HIRED AUTOS A [X] NON-OWNED AUTOS	CPA0017953-19 CPA0017953-19 CPA0017953-19	01/01/09 01/01/09 01/01/09	01/01/10 01/01/10 01/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE DEDUCTIBLE [X] RETENTION $ 0	CPA0017953-19	01/01/09	01/01/10	EACH OCCURRENCE AGGREGATE	$ 3000000 $ 3000000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCA0017955-19	01/01/09	01/01/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500000 $ 500000 $ 500000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED ONLY IN RESPECT TO THE GENERAL LIABILITY.

CERTIFICATE HOLDER

HIDALG1

Hidalgo County
Purchasing Department
2812 S. Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

© ACORD CORPORATION 1988

AI-18308 **28.I.0.**

Legend & Non-Legend Pharmaceuticals

CC REGULAR

Date: 11/03/2009

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Presentation of bids recevied for the purpose of award and and approval of contract document (approved as to form by legal counsel) to the bidder providing the highest overall discount based on the average wholesale price and meeting all specifications, terms and conditions as attached hereto for "Hidalgo County Sheriff's Office Legend & Non-Legend Pharmaceuticals" with an effective date of November 17, 2009 through-Bid No. 2009-384-MEG.

BACKGROUND

Current contract expires on November 16, 2009
This Contract to commence on November 17, 2009

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-604

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

BUDGETARY IMPACT:

Available balance as of 10-30-09 $23,503.83.

Attachments

Link: Bid Recieved
Link: Memo of Recommendation
Link: Draft Service Contract
Link: bid tabulation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2009 03:20 PM	APRV
2	Budget & Management	Erika Zamora	10/30/2009 03:22 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/30/2009 03:29 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Elena Gomez Started On: 10/29/2009 07:41 AM

Final Approval Date: 10/30/2009

AI-29592 **11. G.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment on invoice No. 11100 in the amount of $13,158.00 submitted by Javier Hinojosa Engineering, contracted project engineer for "Mile 4 North Road (Tom Gil Rd to Liberty Rd)".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-005-0-731

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

BUDGETARY IMPACT:

PO# 665190 has $17,544.00 available (as of 11/9/11) for payment of invoice.

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2011 05:40 PM
Budget & Management	Merlen P. Munoz	11/09/2011 08:03 AM
Perla Lopez	Angela Garcia	11/09/2011 09:25 AM
Dale Kennan	Dale Kennan	11/09/2011 09:57 AM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Rocio Villarreal Started On: 11/08/2011 03:15 PM

Final Approval Date: 11/10/2011

SIGN: _____
REQ# 203352
PO# 665190

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 11100

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: November 8, 2011

Project Name: Mile 4 North Road (Tom Gill Road to Liberty Road)

Description

Engineering services rendered for completion of the Preliminary Phase, Design Phase and Construction Phase for the Mile 4 North Road from Tom Gill Road to Liberty Road.

P.O.#665190
Work Authorization No. 4
CONTRACT AMT.: $17,544.00

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$4,386.00	100%	$4,386.00	$0.00	$4,386.00	$0.00
Design						
Phase 50%	$8,772.00	100%	$8,772.00	$0.00	$8,772.00	$0.00
Construction						
Phase 25%	$4,386.00	0%	$0.00	$0.00	$0.00	$4,386.00
TOTAL	**$17,544.00**	**75%**	**$13,158.00**	**$0.00**	**$13,158.00**	**$4,386.00**

TOTAL AMOUNT DUE THIS INVOICE: $13,158.00

Submitted By: Javier Hinojosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY
_____ ON 11/8/11
GOODS/SERVICES RECEIVED BY
Cora Tellez ON 11/8/11

1-1200-431-00-123-005-0-731

AI-29576 **11. H.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Acceptance and approval of Invoice #062411 (PO#663667) in the amount of $46.94 as submitted by D & M Coffee Company in connection with luncheon meeting held on June 24, 2011 at the Human Resources Department for review of pending personnel issues which was originally intended to meet the provisions set forth in the County's Policies and Procedures related to Non Travel Meals, Refreshments and Related Expenses;

2. Acceptance and approval of Invoice #30022 (PO#660823) in the amount of $110.87 as submitted by D & M Coffee Company in connection with Agenda Workshop held on July 19, 2011 at the Commissioner's Courtroom of the Administration Building for presentation and discussion of 2012 Budget Initiatives which was originally intended to meet the provisions set forth in the County's Policies and Procedures related to Non-Travel Meals, Refreshments and Related Expenses;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-413-00-125-001-0-630

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

BUDGETARY IMPACT:

Funds available through PO#663667 & 660823 as of 11/9/11 in the amounts of $46.94 for Citbank & $110.87 for D&M Coffee Co, Inc.

Attachments

Invoice#30022

Invoice#062411

Non-Travel Expenses Manual

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2011 05:18 PM
Budget & Management	Merlen P. Munoz	11/09/2011 08:01 AM
Erika Zamora	Erika Zamora	11/09/2011 04:10 PM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Blanca Mayorga Started On: 11/08/2011 11:49 AM

Final Approval Date: 11/10/2011

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

2nd

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 08/25/2011

TO: Lauro Torres **DEPARTMENT:** (125) EXECUTIVE OFFICE

FROM: Esther Perez **PHONE:** (956)-318-2511 ext 4648

REFERENCE: D & M COFFEE COMPANY INC Invoice #30022

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #30022*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☑ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☑ OTHER: As per Policies and Guidelines for non-travel meals policy:
  1. Attendees include at least one County employee and one or more non-County employee.
     a. Only County employees attend meeting.
  2. The duration of the events must be two or more consecutive hours.
     a. Meeting took 1hr and 15 minutes.

  If it is not possible to provide a sign-in sheet, the reason for not providing the sign -in sheet must be documented and an estimated number of attendees must be provided. (Provide a list of names)
- ☑ COMMENTS / RECOMMENDATION: Will not pay or reimburse meal expenses that lack documentation or a clear business purpose.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

Please keep this Notice with Invoice.

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

Purchase Order

COUNTY OF HIDALGO

PO#: 660823

DATE: 07/19/11

VENDOR: 289701 REQ:00199380
FAX (956)381-5184 Email:
Phone:(956)381-5462
D & M COFFEE COMPANY, INC
1108 S MCCOLL RD.
EDINBURG TX 78539
Vendor Acct:

BUYER:
SHIP TO: EXECUTIVE OFFICE
2818 S BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: Valde Guerra (956)292-7025
SITE: EXECUTIVE OFFICE

Special Instructions:
Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	EX Chef Salad	8.99	8.99
3	EACH	EX Ham & Cheese Sandwiches	8.49	25.47
9	EACH	EX Turkey & Cheese Sandwiches	8.49	76.41
		URGENT LUNCH MEETING ON JULY 19, 2011 FOR BUDGET WORKSHOP		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		110.87
		********** For Hidalgo County use only **********		
		1-1100-413-00-125-001-0-630 110.87		
		Approved ----------		

Authorized by: Martha L. Salazar

County of Hidalgo Executive Office
August 17, 2011
1-1100-413-00-125-001-0-

Vendor	Date	Invoice #	Req#	P.O. #	Obj. Code	Amount
D & M Coffee Company	7/19/11	30022	199380	660823	630	$110.87

HIDALGO COUNTY, TEXAS

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSE CLAIM

DEPARTMENT INFORMATION

Department: Hidalgo County Executive Office
Department Contact Name: Lauro Torres
Contact Phone Number: (956) 292-7000 ext. 4859

EVENT INFORMATION

Date: 7/19/2011 ✓ Start Time: 11:30 a.m. ✓ End Time: 12:45 p.m.

Duration: ~~#VALUE!~~ 1.15 Location: Commissioner Court Room ✓

Purpose of Event:

X Meeting ____ Training ____ Other: Budget Workshop ✓
(Please explain.)

Attendees: *(Please attach sign-in sheet)*
County Employees 13 + Non-County Employees ____ = Total 13

Meals: *(Meals may not exceed $10.00 per person including taxes and gratuity or $250.00 per event.)*
Breakfast ____ + Lunch X ✓ + Dinner ____ = Total 0
Refreshments: ____ *(Refreshments may not exceed $3.00 per person or $125.00 per event.)*
Related Expenses: ____ *(Related expenses may not exceed $25.00 per event.)*

	ACTUAL	ALLOWABLE
Meals Expense:	$ 110.87	$ 110.87 -
Refreshments Expense:	$ -	$ -
Related Expenses:	$ -	$ -
Total Event Expenses:	$ 110.87	$ 110.87 -

(Please attach original receipts.)

FUNDING

Purchase Order Number: 660823 ✓ Account Number: 1-1100-413-00-125-001-0-630 ✓

APPROVAL

I, the undersigned, certify to the best of my knowledge, that the expenditures incurred were for official County business, have been expressly authorized by the Purchasing Department, and are in compliance with the Policy on Non-Travel Meals, Refreshments, and Related Expenses.

Valde Guerra
Name of Approving County Official/Department Head
(Please Print)

Signature of Approving County Official/Department Head

July 28, 2011
Date

County Auditor's Form M-1 (8/08)

AGENDA

WORKSHOP
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
July 19, 2011
11:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a WORKSHOP of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion relating to the following business will be transacted:

1. Roll Call

2. Presentation and discussion of 2012 Budget Initiatives
   A. Sanitation Program
   B. Collection of Fines and Fees
   C. Public Defense
   D. Room and Board – Out of County
   E. Other issues

3. Adjourn

Coffee Zone
1108 S. McColl Rd.
Edinburg, TX 78539
(956) 381-8765

r: Cashier 1 07/19/2(11:33

s: 1 #3002

r nt #: 1

' CHED (3 @8.49) 25.
/CHED (9 @8.49) 76.
8.

25.47
76.41
8.99

Items

Subtotal 110.

Total 110.

Balance Due 110.87

Thank You and Come Again!

RECEIVED BY
CONTROLLER'S OFFICE
2011 JUL 20 PM 2:47

Po# 660823

INVOICE RECEIVED BY:

L. Torres ON 7/19/11

GOODS/SERVICES RECEIVED BY:

L. Torres ON 7/19/11

1-1100-413-00-125-001-0-630

HIDALGO COUNTY
texas

Commissioners' Court
Executive Officer
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025
Fax: (956) 292-7035
www.co.hidalgo.tx.us

Memorandum

TO : Ray Eufracio, CPA, County Auditor

Attn : Esther Perez

From : Lauro Torres, Administrative Assistant LT.

Date : August 17, 2011

RE : Budget Workshop

On Tuesday July 19, 2011 there was a budget workshop at Commissioner Court at 11:30 A.M. and lunch was provided to them. There were elected officials, appointed officials and staff members who attended this workshop. There was no sign in sheet during this workshop but attached is the agenda for the meeting.

Thank you and should you have any questions or require additional information, please do not hesitate to call me at ext. 4859

The county employee who attended the budget workshop are:

Ramon Garcia, County Judge
Joel Quintanilla, Pct. #1 Commissioner
Joseph Palacios, Pct. #4 Commissioner
Joe M. Flores, Pct. #3 Commissioner
Valde Guerra, Executive Officer
Sergio Cruz, Budget Officer
Marty Salazar, Purchasing Agent
Esther Cortez, Human Resource Director
Dina Trevino, Asst. Budget Officer
Yolanda Chapa, County Judge's Office Chief Administrator
Raul Silguero, Pct. #2 Chief Administrator
Monica Badillo, Commissioner's Court Administrator

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 08/25/2011

TO: Lauro Torres **DEPARTMENT:** (125) EXECUTIVE OFFICE

FROM: Esther Perez **PHONE:** (956)-318-2511 ext 4648

REFERENCE: JP MORGAN CHASE BANK NA Invoice #062411picku

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #062411picku*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☑ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☑ OTHER: Policies and Guidelines for non-travel meals policy:

1.Attendees include at least one County employee and one or more non-County employee.
   a.Only 6 County employees attend meeting.
2. The duration of the events must be two or more consecutive hours.
   a.Meeting took 1hr.

Plus purchased order needs to be under vendor name Citibank Corporate Card not JP Morgan.

- ☑ COMMENTS / RECOMMENDATION: Please note: Purchase of food should Not be place on any County credit cards.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

Please attach to invoice when ready to Resubmit.

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C | AIDA SALINAS FLORES JUDGE, 398TH D.C.

Purchase Order

COUNTY OF HIDALGO

PO#: 663667

DATE: 09/15/11

VENDOR: 343277 REQ:00202175

Email:

Phone:(888)836-5011

CITIBANK (SOUTH DAKOTA), NA
P.O. BOX 6125
SIOUX FALLS SD 5711761

Vendor Acct:

BUYER:

SHIP TO: EXECUTIVE OFFICE
2818 S BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: Valde Guerra (956)292-7025

SITE: EXECUTIVE OFFICE

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2	EACH	EX CHEF SALADS	8.99	17.98
2	EACH	EX CLUB SANDWICHES	7.49	14.98
2	EACH	EX CHICKEN SALAD SANDWICHES	6.99	13.98
		URGENT LUNCH MEETING ON JUNE 24, 2011 TO ASSES SETTLEMENT IN PRECINCT #1 LAWSUIT FOR THE FOLLOWING COUNTY EMPLOYEES: JUDGE RAMON GARCIA, COMMISSIONER JOEL QUINTANILLA, VALDE GUERRA, YOLANDA CHAPA, ESTHER CORTEZ & EDDIE GONZALEZ		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		46.94
		********** For Hidalgo County use only **********		
		1-1100-413-00-125-001-0-630	46.94	
		Approved		

Authorized by: Martha L. Salazar

Invoice

D & M COFFEE COMPANY INC.

1108 South McColl Road
Edinburg, TX 78539

Date	Invoice #
6/24/2011	062411picku

Bill To
County of Hidalgo Executive Office Attn: Lauro 292-7000 x 4859

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
2	CZ Club Whole	7.49	14.98
2	Chicken Salad Sandwich	6.99	13.98
2	Chef Salad	8.99	17.98
	Sales Tax	8.25%	0.00

Po # 660112

INVOICE RECEIVED BY:

L. Torres ON 6/24/11

GOODS/SERVICES RECEIVED BY:

Hidalgo Co. ON 6/24/11

1-1100-413-00-125-001-0-630

Thank you for choosing Coffee Zone !

Total $46.94

citi

0556709800054562200000000000000033

Account Number	Payment Date	New Balance	Minimum Amount Due	Enter Amount Paid
XXXX-XXXX-XX54-5622	07/28/2011	$0.00	$0.00	

BUDGET DEPT
C1080 HIDALGO COUNTY
2812 S BUSINESS HWY 281

EDINBURG TX 78539-0000

Citibank
P.O. Box 183173
COLUMBUS, OH 43218-3173

CITIBANK CORPORATE CARD

Previous Balance	Payments and Credits	New Charges	New Balance	Credit Line
$0.00	$0.00	$0.00	$0.00	$2,500.00

Statement Date
07/03/2011

Payment Date
07/28/2011

For customer service call or write 1-800-248-4553 Citibank P.O. Box 6125 Sioux Falls, SD 57117

Send payments to: Citibank P.O. Box 183173 COLUMBUS, OH 43218-3173

5567-0980-0054

Account Number	Cash Advance Limit*	Available Credit Line	Available Cash Line**
XXXX-XXXX-XX54-5622	$0.00	$2,500.00	$0.00

Sale Date	Post Date	Reference Number	Type of Activity			Amount
**********			**NOTICE MEMO ITEM(S) LISTED BELOW**			**********
06/24/2011	06/27/2011	55546551177451909700261	COFFEE ZONE	EDINBURG	TX	$50.81
**********			**TOTAL AMOUNT OF MEMO ITEM(S):**			**$50.81**

The foreign currency conversion rate used to convert your foreign transactions to U.S. dollars includes a service fee of 1% assessed to Citibank by the applicable bankcard association.

ACCOUNT SUMMARY CURRENT PERIOD	Previous Balance	Payments	Credits	Purchases and Advances	Interest Charges	New Balance
Purchases	$0.00					$0.00
Advances	$0.00					$0.00
TOTALS	$0.00					$0.00

DAYS IN BILLING PERIOD: 030		Purchases	Cash Advances
Balance Subject To Interest Charges	>	$0.00	$0.00
Periodic Rate	>	.0000%	.0000%
ANNUAL PERCENTAGE RATE	>	0.00%	0.00%

Payment Due:	$0.00
Amount Over Credit Limit:	$0.00
Amount Past Due:	$0.00
MINIMUM AMOUNT DUE:	$0.00

** Cash Advance Limit is a portion of your Total Credit Line*
*** Available Cash Line is a portion of your Available Credit Line*

Information About Your Citibank Corporate Card Account

- ***Report a Lost or Stolen Card Immediately:*** Our telephone lines are open every day, 24 hours a day. Call the Customer Service telephone number specified on the front of the statement or Directory Assistance for the number to report a lost or stolen Citibank Corporate Card.
- ***Cardmember Credit Line:*** Each Cardmember has an individual Credit Line (a portion of which may be used for Cash Advances), which is the maximum amount that the Cardmember can charge at any time. The size of each Cardmember's Credit Line (and Cash Limit, if any), is determined by the Company and is a portion of the total Company Credit Line.
- ***To Increase or Reallocate a Company or Cardmember Credit Line:*** The Company may request changes to credit lines by contacting Citibank Corporate Card Customer Services. Our telephone lines are open every day, 24 hours a day at the telephone number specified on the front of the statement.
- ***Additional Cardmembers:*** The Company may request applications for additional Cardmembers by contacting Citibank Corporate Card Service. Our telephone lines are open every day, 24 hours a day at the telephone number specified on the front of the statement. Limit one Citibank Corporate Card per Cardmember.
- ***Payments:*** Please allow sufficient mailing time and write your account number on the front of the check. For centrally billed accounts, please be sure to send on Company check as payment for all Cardmember balances. There may be a delay of up to 5 days in posting payments made at a location other than the address listed on the return envelope (Citi, P.O. Box 183173, Columbus, OH 43218-3173). If we receive your mailed payment in proper form at our processing facility by 10 a.m. Eastern Time, it will be credited as of that day.
- ***Company Ratification:*** By its payment of any amounts charged to the Account, the Company: (i) ratifies the original Application for the Account and the authority of all persons at the time of their signing such Application, and (ii) authorizes the continued use of the Account under the terms of The Corporate Card Agreement by all Cardmembers to whom Cards are issued.
- ***Special Information on Cash Advances:*** Cardmembers may get a Cash Advance at over 160,000 locations worldwide.
  - The Cardmember's Cash Advance Limit is a part of the Cardmember's Total Credit Line. It is not an additional line of credit.
  - For Cash Advances from ATMs, a separate Personal Identification Number (PIN) is required for security purposes. You may take up to a maximum of three (3) Cash Advances per day at an ATM or a Bank.
- ***Calculation of Interest Charges:***
- ***For Purchases:*** The Interest Charge on purchases is calculated as follows:
  - The Previous Balance is the purchase balance at the beginning of the monthly billing period. This includes purchases, applicable fees and unpaid Interest Charges.
  - Starting with the Previous Balance for Purchases, on each day of the billing period, we subtract payments and credit adjustments and we add new purchases as applicable, such fees as applicable, and other adjustments. This calculation determines the daily balance.
  - At the end of the billing period, the daily balances are totaled and divided by the total number of days in the billing period. This figure is the "Balance Subject to Interest Charge".
  - The Bank then multiplies the "Balance Subject to Interest Charge" by the Periodic Rate on the Billing Statement to arrive at the Monthly Interest Charge. The Periodic Rate corresponds to the Annual Percentage Rate stated in the Corporate Card Agreement.
  - There will be no Interest Charge on purchases if we receive payment of the New Balance for purchases on or before the Payment Due Date listed on your last billing statement.
- ***For Cash Advances:*** Cash advances are subject to the Interest Charges specified in the Corporate Card Agreement and are calculated daily, beginning the day the advance is taken until the final payment is made. The Interest Charge on Cash Advances is calculated using the same method as Purchases, with the following exception:
  - The Bank multiplies the "Balance Subject to Interest Charge" by the Daily Rate on the Billing Statement to arrive at the Daily Interest Charge. The Daily Interest Charge is then multiplied by the total number of days in the billing period to arrive at the Monthly Interest Charge.
  - After payment of the Cash Advance Balance, a final Interest Charge will be reflected on the next statement. This amount is the Interest Charge billed from the date the prior statement was printed to the date the payment was posted to the account.

Account Inquiries

- ***In Case of Errors or Questions About Your Bill:*** If you think the Billing Statement is wrong, or if you need more information about a transaction, write to us on a separate sheet at the address specified on the front of this statement as soon as possible. Please notify us no later than 60 days after the date of the bill on which the error or problem first appeared.

  In the letter please give us the following information:
  - Your name and account number. For centrally billed Company Accounts, the Company name and Individual account number.
  - The dollar amount of the suspected error.
  - Describe the error and explain the reason for the error; if more information is needed about an item, please describe it to us.
  - Merchant Disputes. If the Company or Cardmember was unsuccessful in attempting to resolve a problem with a merchant concerning the quality of goods or services purchased with the Citibank Corporate Card, we may be able to help if we are notified in writing within 60 days of the date of the charge.
  - In the letter to us, please explain in detail the dispute and the results of the attempt to resolve it with the merchant. The letter must include the amount involved, **and must be signed by the individual Cardmember. We will notify you of the results of our efforts.**
  - If you returned merchandise and received a credit slip which has not yet been posted, please allow 30 days from the date it was issued. If it has not been posted to the Account by then, forward a copy of the credit slip to us at the billing dispute address specified on the front of the statement. Along with the copy of the credit slip please include a letter (signed by the individual Cardmember) stating that credit was not received. If a credit slip was not issued, please request one from the merchant. If the merchant refuses, please write to us and explain the details.
  - On non-disputed matters or any matter shown by the Bank not to be in error, the Bank may charge the Company or Cardmember the fee specified in the Corporate Card Agreement for each copy of any document the Company or Cardmember requests, such as duplicate periodic statements, transaction slips, and the like.
  - Please save your charge receipts.

BUibs 1/01

COLOR: BLACK

Account Requests

Payments must be remitted to Citi, P.O. Box 183173, Columbus, OH 43218-3173. If we receive your mailed payment in proper form at our processing facility by 10 a.m. Eastern Time, it will be credited as of that day.

CHANGE OF ADDRESS OR TELEPHONE NUMBER

Street Address _____

_____

City, State _____ ZIP _____

Home Phone _____ Business Phone _____

CREDIT BALANCE REFUND REQUEST

☐ Refund full amount (no additional charges are outstanding).

☐ Refund partial amount of $_____ (additional charges are still outstanding).

_____ _____

Signature Date R1410-1410B-0910

citi

0556709800054562200000000000000033

Account Number	Payment Date	New Balance	Minimum Amount Due	Enter Amount Paid
XXXX-XXXX-XX54-5622	08/28/2011	$0.00	$0.00	

BUDGET DEPT
C1080 HIDALGO COUNTY
2812 S BUSINESS HWY 281

EDINBURG TX 78539-0000

Citibank
P.O. Box 183173
COLUMBUS, OH 43218-3173

CITIBANK CORPORATE CARD

Previous Balance	Payments and Credits	New Charges	New Balance	Credit Line
$0.00	$0.00	$0.00	$0.00	$2,500.00

Statement Date
08/03/2011

Payment Date
08/28/2011

For customer service call or write 1-800-248-4553 Citibank P.O. Box 6125 Sioux Falls, SD 57117

Send payments to: Citibank P.O. Box 183173 COLUMBUS, OH 43218-3173

Account Number	Cash Advance Limit*	Available Credit Line	Available Cash Line**
XXXX-XXXX-XX54-5622	$0.00	$2,500.00	$0.00

Sale Date	Post Date	Reference Number	Type of Activity			Amount
**********			**NOTICE MEMO ITEM(S) LISTED BELOW**			**********
07/01/2011	07/04/2011	5554655118445190970061 9	COFFEE ZONE	EDINBURG	TX	$3.87 CR
07/25/2011	07/27/2011	7547233120820620177055 2	PAYMENT - THANK YOU			$1,264.68 PY
**********			**TOTAL AMOUNT OF MEMO ITEM(S):**			**$1,268.55** CR

The foreign currency conversion rate used to convert your foreign transactions to U.S. dollars includes a service fee of 1% assessed to Citibank by the applicable bankcard association.

ACCOUNT SUMMARY CURRENT PERIOD	Previous Balance	Payments	Credits	Purchases and Advances	Interest Charges	New Balance
Purchases	$0.00					$0.00
Advances	$0.00					$0.00
TOTALS	$0.00					$0.00

DAYS IN BILLING PERIOD: 031	Purchases	Cash Advances
Balance Subject To Interest Charges >	$0.00	$0.00
Periodic Rate >	.0000%	.0000%
ANNUAL PERCENTAGE RATE >	0.00%	0.00%

Payment Due:	$0.00
Amount Over Credit Limit:	$0.00
Amount Past Due:	$0.00
MINIMUM AMOUNT DUE:	$0.00

** Cash Advance Limit is a portion of your Total Credit Line*
*** Available Cash Line is a portion of your Available Credit Line*

Information About Your Citibank Corporate Card Account

- ***Report a Lost or Stolen Card Immediately:*** Our telephone lines are open every day, 24 hours a day. Call the Customer Service telephone number specified on the front of the statement or Directory Assistance for the number to report a lost or stolen Citibank Corporate Card.
- ***Cardmember Credit Line:*** Each Cardmember has an individual Credit Line (a portion of which may be used for Cash Advances), which is the maximum amount that the Cardmember can charge at any time. The size of each Cardmember's Credit Line (and Cash Limit, if any), is determined by the Company and is a portion of the total Company Credit Line.
- ***To Increase or Reallocate a Company or Cardmember Credit Line:*** The Company may request changes to credit lines by contacting Citibank Corporate Card Customer Services. Our telephone lines are open every day, 24 hours a day at the telephone number specified on the front of the statement.
- ***Additional Cardmembers:*** The Company may request applications for additional Cardmembers by contacting Citibank Corporate Card Service. Our telephone lines are open every day, 24 hours a day at the telephone number specified on the front of the statement. Limit one Citibank Corporate Card per Cardmember.
- ***Payments:*** Please allow sufficient mailing time and write your account number on the front of the check. For centrally billed accounts, please be sure to send on Company check as payment for all Cardmember balances. There may be a delay of up to 5 days in posting payments made at a location other than the address listed on the return envelope (Citi, P.O. Box 183173, Columbus, OH 43218-3173). If we receive your mailed payment in proper form at our processing facility by 10 a.m. Eastern Time, it will be credited as of that day.
- ***Company Ratification:*** By its payment of any amounts charged to the Account, the Company: (i) ratifies the original Application for the Account and the authority of all persons at the time of their signing such Application, and (ii) authorizes the continued use of the Account under the terms of The Corporate Card Agreement by all Cardmembers to whom Cards are issued.
- ***Special Information on Cash Advances:*** Cardmembers may get a Cash Advance at over 160,000 locations worldwide.
  - The Cardmember's Cash Advance Limit is a part of the Cardmember's Total Credit Line. It is not an additional line of credit.
  - For Cash Advances from ATMs, a separate Personal Identification Number (PIN) is required for security purposes. You may take up to a maximum of three (3) Cash Advances per day at an ATM or a Bank.
- ***Calculation of Interest Charges:***
- ***For Purchases:*** The Interest Charge on purchases is calculated as follows:
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  - Your name and account number. For centrally billed Company Accounts, the Company name and Individual account number.
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  - Describe the error and explain the reason for the error; if more information is needed about an item, please describe it to us.
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  - Please save your charge receipts.

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COLOR: BLACK

Account Requests

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CHANGE OF ADDRESS OR TELEPHONE NUMBER

Street Address _____

_____

City, State _____ ZIP _____

Home Phone _____ Business Phone _____

CREDIT BALANCE REFUND REQUEST

☐ Refund full amount (no additional charges are outstanding).

☐ Refund partial amount of $_____ (additional charges are still outstanding).

_____ _____

Signature Date

R1410-1410B-0910

125193-bk

composite

LUNCHEON MEETING

Human Resources Department

June 24, 2011

12:00 P.M.

---

1. REVIEW OF PENDING PERSONNEL ISSUES

CASE NUMBER	GRIEVANT	OLD POSITION	NEW POSITION/RE-HIRED DATE	SALARY	CURRENT	Longevity
0410-PCT#1-T-008	Ninfa Sauceda	Administrative Assistant	Health Ins. / Entry Level	$ 46,224.00	27,500.	
0410-PCT#1-T-012	Porfirio Castillo	Safety Director	Maint. III	$ 42,710.00	38,000. ~~27,500~~	
0410-PCT#1-T-014	Ernestina Quijas	Park Director	Pct # 1	$ 50,118.00	30,000 ~~27,500~~	
0410-PCT#1-T-018	Cynthia Rios	Community Liaison	OFFER VACANT Position	$ 44,100.00	27,500	
0410-PCT#1-T-021	Rene Rodriguez	Contracts Manager		$ 44,100.00	44,000	
0410-PCT#1-T-025	Mary Helen Castillo	Director of Operations	Call ctr. Mgr. Pct # 1	$ 68,528.00	50,000	
	Delma Cadena	Assistant Construction Mgr.	Part of lawsuit OFFER Vacant Position	47,250.00	27,500.	

HIDALGO COUNTY, TEXAS

MEETING 06/24/2011

DATE	NAME	SIGNATURE	DATE
6-24-11	VALDE GUERRERO		6/24/11
6-24-11	Esther Cortez		6/24/2011
6-24-11	Yolanda Chapa		6/24/11
6-24-11	Eddie Gonzalez		6/24/11
6-24-11	Comm. J. Quintanilla		
6-24-11	Judge R. Garcia		
~~6-24-11~~	~~Eddie Gonzalez~~		~~6/24/11~~
~~6-24-11~~	~~Joel Quintanilla~~		~~6/24/11~~

Reg. #197974

HIDALGO COUNTY, TEXAS

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSE CLAIM

DEPARTMENT INFORMATION

Department: Hidalgo County Executive Office
Department Contact Name: Lauro Torres
Contact Phone Number: (956) 292-7000 ext. 4859

EVENT INFORMATION

Date: 6/24/2011 ✓ Start Time: 12:00 p.m. ✓ End Time: 1:00 p.m.

Duration: #VALUE! ? 1hr Location: Human Resource Department ✓

Purpose of Event:

X Meeting ✓ ____ Training ____ Other: Review of Personnel issues ✓
(Please explain.)

Attendees: *(Please attach sign-in sheet)*
County Employees ? 6 ✓ + Non-County Employees ____ = Total 6

Meals: *(Meals may not exceed $10.00 per person including taxes and gratuity or $250.00 per event.)*
Breakfast ____ + Lunch X + Dinner ____ = Total 1
Refreshments: ____ *(Refreshments may not exceed $3.00 per person or $125.00 per event.)*
Related Expenses: ____ *(Related expenses may not exceed $25.00 per event.)*

	ACTUAL	ALLOWABLE
Meals Expense:	$ 46.94 ✓	$ 46.94 ✓
Refreshments Expense:	$ -	$ -
Related Expenses:	$ -	$ -
Total Event Expenses:	$ 46.94	$ 46.94

(Please attach original receipts.)

FUNDING

Purchase Order Number: 660112 ✓ Account Number: 1-1100-413-00-125-001-0-630 ✓

APPROVAL

I, the undersigned, certify to the best of my knowledge, that the expenditures incurred were for official County business, have been expressly authorized by the Purchasing Department, and are in compliance with the Policy on Non-Travel Meals, Refreshments, and Related Expenses.

Valde Guerra
Name of Approving County Official/Department Head
(Please Print)

Signature of Approving County Official/Department Head ✓

June 24, 2011
Date

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSES

REFERENCE

County Auditor's Form M-1, *"Non-Travel Meals, Refreshments, and Related Expenses Claim"*

AUTHORITY

Local Government Code § 112.002, *"Accounting System in County With Auditor and Population of 190,000 or More"*

Government Code § 611.001, *"Lodging and Meal Expenses"*

Generally, meals provided to employees are considered taxable wages that must be reported on Form W-2, subject to Federal income tax withholding, social security, and Medicare unless specifically excluded by a section of the Internal Revenue Code (IRC). *IRC § 61, § 3121, § 3401*

Federal Tax Regulations § 31.3121(a)-1(h) and § 31-3121(a)-3 provide that amounts paid specifically—either as advances or reimbursements—for traveling or other bona fide ordinary and necessary expenses incurred or reasonably expected to be incurred in the business of the employer are not wages and are not subject to withholding if paid under an accountable plan.

A plan under which an employee is reimbursed for expenses – or receives an allowance to cover those expenses – is an accountable plan only if three conditions are satisfied: (1) there must be a business connection for the expenses; (2) the employee must either substantiate or be deemed to have substantiated the expenses; and (3) the employee must return to the employer amounts in excess of the substantiated expense. *IRC § 62(c); Reg. § 1.62-2(c); Reg. § 1.274-5T*

PURPOSE

The Hidalgo County Commissioners Court on August 5, 2008 approved the policy set forth below. The policy expands on the current authorization for expenditures of food for:

- Jurors (Code of Criminal Procedure Art. 104.001),
- Prisoners (Code of Criminal Procedure Art. 104.002),
- Adult Probation (Government Code § 509.011),
- Juvenile Probation (Human Resources Code § 141.082, § 141.084, § 152.0012, and § 152.1141), and
- AgriLife Extension (Agriculture Code § 43.033).

The policy provides guidelines to departments concerning when non-travel meals, refreshments, and related expenses may be paid for with County funds. The procedures set forth below are prescribed by the Hidalgo County Auditor and are to be followed regarding the payment or reimbursement of non-travel meals, refreshments, and related expenses.

SCOPE

The policy, procedures, and guidelines apply to all Hidalgo County officials, department heads, and employees. Applicability of this policy is limited to non-travel meals and refreshments. This policy does not apply to payment or reimbursement of meals while the employee or individual is on travel status. Refer to the Travel Policy for situations in which the employee or individual is on travel status.

DEFINITIONS

"County Sponsored Events" means meetings, seminars, conferences, training sessions, and similar functions to conduct official County business.

"Meals" means food and non-alcoholic beverages provided at breakfast, lunch, or dinner.

"Necessary Expense" means an expense that is appropriate for the conduct of County business.

"Ordinary Expense" means an expense that is common and accepted in County business.

"Refreshments" means non-alcoholic beverages and food items (i.e., fruit, pastries, chips, cookies, cake, candy, etc.) commonly served between meals, but not intended to substitute for meals.

"Related Expenses" means expenses for essential serving products such as paper plates, cups, and plastic utensils related to allowable non-travel meals and refreshments.

POLICIES AND GUIDELINES

Based upon sufficient appropriations in the department's budget and approval by the official or department head, the County of Hidalgo, Texas will allow for the payment or reimbursement of non-travel meals, refreshments, and related costs incurred for the following purposes:

A. Permitted Expenditures

1. County sponsored events for the purpose of conducting substantial and bona fide official County business where attendees include at least one County employee and one or more non-County employees.

    a. Expenditures may be incurred only for those attendees whose presence is necessary for the purpose of the event.

    b. The duration of the events must be two or more consecutive hours.

    c. If the County sponsored event occurs during a recognized meal period (i.e., breakfast 7:00 am to 8:00 am; lunch 12 noon to 1 pm; dinner 6:00 pm to

7:00 pm) in order to accommodate scheduling requirements, meals may be provided. Otherwise, only refreshments will be permitted.

d. Examples include, but are not limited to:
   i. Commissioners Court meetings
   ii. Commission/board/committee meetings.
   iii. Business meetings relating to promotion of economic development, building community cooperation, or information gathering.
   iv. Formal training sessions held for the purpose of instruction or dissemination of information to general public.

2. Meal, refreshments, and related costs specifically authorized in a Federal, state or local government contract or grant, and only to the extent and for the purposes authorized.

3. Beverages for the purpose of providing hydration (sports drinks containing electrolytes) for employees performing job tasks outdoors where they are exposed to hot or humid weather conditions. This includes employees performing road work.

To conform to IRS regulations governing business expenses, the County will not reimburse costs to a County employee for non-travel meals, refreshments, and related costs when the reimbursement results in taxable income to the employee.

B. Guidelines for Permitted Expenditures

The following guidelines should be followed when making permitted expenditures for non-travel meals, refreshments, and related costs:

1. Budget: The sponsoring department must have sufficient appropriations in their budget (object code 630 *Food*) for such events.

2. Reasonable Costs (including taxes and gratuity): Meals may not exceed $10 per person or $250 per event. Refreshments may not exceed $3 per person or $125 per event. The cost of related expenses may not exceed $25.

3. Documentation Requirements: The following supporting documentation will be required for the County Auditor to process payment for non-travel meals, refreshments, and related expenses except when purchasing beverages pursuant to Section A.3. For this purpose, only a purchase order and an original itemized invoice or receipt will be required:

   a. Purchase order. The purchase order should include the event date, time, duration, and place; estimated number of attendees and affiliation; purpose of the event; and whether meals or refreshments will be provided.
   b. Original itemized invoice or receipt.
   c. Completed County Auditor's Form M-1, "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" that documents the date, time, place, amount, and business purpose of the event.
   d. Written agenda.

e. Sign-in sheet. The sign-in sheet must include the attendees' first and last names, title, and affiliation with the County. If it is not possible to provide a sign-in sheet, the reason for not providing the sign-in sheet must be documented and an estimated number of attendees must be provided.

4. The County Auditor will not pay or reimburse meal expenses that lack documentation or a clear business purpose.

C. Prohibited Expenditures

Expenditures of county funds for the following are specifically prohibited:

- Alcoholic beverages,
- Supplies for coffee breaks, office refreshments, etc.
- Regularly scheduled staff meetings
- Social events such as celebrating holidays or birthdays
- Employee recognition, volunteer recognition, or thank-you events
- The cost of meals or refreshments covered by a registration fee
- Charitable or political functions

PROCEDURES

A. County Department

1. Ensure that expenditures for non-travel meals, refreshments, and related costs comply with County policy and fund source restrictions.
2. Process a requisition in accordance with county purchasing policies and procedures. A requisition(s) should be issued for each event. The requisition should include the required information (Refer to Documentation Requirements for purchase orders under Guidelines for Permitted Expenditures).
3. Submit completed and signed County Auditor's Form M-1, "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" to the County Auditor's Office - Accounts Payable Section, if required.
4. Ensure that the "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" is accompanied by the following documentation:
    a. Purchase order.
    b. An original itemized invoice or receipt.
    c. A written agenda.
    d. A sign-in sheet. The sign-in sheet must include the attendees' first and last names, affiliation with the County, and position. If it is not possible to provide a list of attendees, for instance in case of employee health fairs, the reason for not providing the list of attendees must be documented and an estimated number of attendees must be provided.

B. Purchasing Department

1. Review requisition submitted by county departments for compliance with this County policy as well as County purchasing policies and procedures.
    a. If requisition complies with County policy, issue purchase order.
    b. If requisition does not comply with County policy, deny the requisition and notify department of deficiencies.

C. County Auditor's Office - Accounts Payable Section

1. Review original itemized invoice or receipt and supporting documentation to determine compliance with County policy.
    a. If documentation complies with County policy, process payment in accordance with internal procedures.
    b. If documentation does not comply with County policy, return the documentation to the requesting department with an explanation for the denial to process payment.

AI-29582 **11. I.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Martha Salazar Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise with approval of procurement packet (i.e. legal notice, requirements/specifications, etc. as drafted and developed by the Auditors Office using the GFOA guidelines and working with the Purchasing Department) a request for proposal (RFP) as attached hereto for "Hidalgo County-Professional Auditing Services" RFP No.: 2011-160-SMA

BACKGROUND

Proposed Schedule of Events:
1st advertisement---November 19, 2011
2nd advertisement--November 26, 2011
Proposal Opening Date: December 12, 2011

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 2-1100-415-13-125-005-0-335

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

BUDGETARY IMPACT:

2012 Adopted Budget $145,000.00

Attachments

RFP w/attachments

Exhibit B

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2011 05:38 PM
Budget & Management	Merlen P. Munoz	11/09/2011 08:02 AM
Erika Zamora	Erika Zamora	11/09/2011 03:23 PM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Sandra Montalvo Started On: 11/08/2011 01:46 PM

Final Approval Date: 11/10/2011

EXHIBIT "A"

REQUEST FOR PROPOSAL AND ATTACHMENTS

COUNTY OF HIDALGO, TEXAS

HIDALGO COUNTY PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL

FOR

PROFESSIONAL AUDITING SERVICES

DECEMBER 07, 2011

DRAFT

ADMINISTRATION BUILDING
2802 S. BUSINESS HWY 281
EDINBURG, TEXAS 78539

COUNTY OF HIDALGO, TEXAS

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

I. INTRODUCTION

- A. General Information
- B. Term of Engagement
- C. Subcontracting
- D. Legal Notices

II. NATURE OF SERVICES REQUIRED

- A. General
- B. Scope of Work to be Performed
- C. Auditing Standards to be Followed
- D. Reports to be Issued
- E. Special Considerations
- F. Working Paper Retention and Access to Working Papers

III. DESCRIPTION OF THE GOVERNMENT

- A. Name and Telephone Number of Contact Persons/ Organizational Chart/ Location of Offices
- B. Background Information
- C. Fund Structure
- D. Budgetary Basis of Accounting
- E. Federal and State Financial Assistance
- F. Pension Plans
- G. Component Units
- H. Magnitude of Finance Operations
- I. Computer Systems
- J. Internal Audit Function
- K. Availability of Prior Reports and Working Papers

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- A. Schedule for the 2011 Fiscal Year Audit
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  2. Detail Audit Plan and Programs
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- B. Entrance Conferences, Progress Reporting and Exit Conferences
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V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

- A. Finance Department and Clerical Assistance
- B. Statements and Schedules to be Prepared by the Staff of the Hidalgo County
- C. Work Area, Telephone, Photocopying and FAX Machines

DRAFT

D. Report Preparation

VI. PROPOSAL REQUIREMENTS

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   1. Submission of Notification of Interest
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   8. Specific Audit Approach
   9. Identification of Anticipated Potential Audit Problems
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   2. Technical Qualifications
   3. Price
D. Oral Presentations
E. Final Selection
F. Right to Reject Proposals

APPENDICES

A. Organizational Chart
B. List of Principal Officials
C. Format for Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price

DRAFT

COUNTY OF HIDALGO, TEXAS
REQUEST FOR PROPOSAL

I. INTRODUCTION

A. General Information

The County of Hidalgo, Texas (the County) is requesting proposals from qualified firms of certified public accountants to audit its financial statements for fiscal years 2011 and 2012, with the option of auditing its financial statements for fiscal years 2013 and 2014. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S Government Accountability Office's (GAO) *Government Auditing Standards* (1994), the provisions of the federal Single Audit Act of 1984 (as amended in 1996), and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

There is no expressed or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Any inquiries concerning the request for proposals should be submitted in writing via facsimile to (956) 318-2629 or Email to sandra.montalvo@co.hdialgo.tx.us by no later than 5:00 pm., November 30, 2011 . on Wednesday, Responses to inquiries submitted will be provided to all proposers by Friday, December 02, 2011 by 5:00 p.m..

To be considered, one (1) original and seven (7) copies of a proposal must be received and time stamped in the Hidalgo County Purchasing Department by 9:30 a.m. on Wednesday, December 07, 2011.

All proposals must be submitted in a sealed envelope with the proposers name and address on the upper left hand corner and the proposers name, proposal number, opening date and time on the lower right hand corner clearly marked on the outside of the envelope. If an overnight delivery service is used, the above notations must be clearly marked on the outside of the delivery service envelope.

Sealed Proposals may be hand-delivered or mailed to:

Physical Address:	**Mailing Address:**
Ms. Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent 2802 S. Business Hwy 281 Edinburg, Texas 78539	Ms. Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent 2812 S. Business Hwy 281 Edinburg, Texas 78539

Facsimile and electronic mail transmittals will not be accepted.

Any proposal received after the submission deadline will not be opened and will be returned. The County is not responsible for lateness of mail, courier service, etc.

The County reserves the right to reject any or all proposals submitted.

Submission of a Proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

It is anticipated the selection of a firm will be completed by [DATE]. Following the notification

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of the selected firm it is expected a contract will be executed between both parties by [DATE].

A. Term of Engagement

A two-year contract is contemplated with the option of two (2) additional one-year renewals subject to the satisfactory negotiation of terms (including a price acceptable to both the County and the selected firm), the concurrence of the Commissioners Court, and the annual availability of an appropriation.

B. Subcontracting

Subcontracting will not be allowed without the express prior written consent of the Commissioners Court.

C. Legal Notices

1. Ethical Standards
2. Disclosure of Conflict of Interest
3. Minimum Standards for Responsible Proposers

II. NATURE OF SERVICES REQUIRED

A. General

The County of Hidalgo, Texas (the County) is soliciting the services of qualified firms of certified public accountants to audit its financial statements for fiscal years 2011 and 2012, with the option to audit the County's financial statements for fiscal years 2013 and 2014. These audits are to be performed in accordance with the provisions contained in this request for PROPOSALs.

B. Scope of Work to be Performed

The County desires the auditor to express an opinion on the fair presentation of its governmental activities, its business-type activities, its component unit, each of its major funds, and its aggregate remaining fund information in conformity with generally accepted accounting principles.

The County also desires the auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of expenditures of federal and state awards. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

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C. Auditing Standards to be Followed

To meet the requirements of this request for proposal, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. Government Accountability Office's *Government Auditing Standards* (1994), the provisions of the Single Audit Act of 1984 (as amended in 1996) and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.*

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.
2. A report on compliance and internal control over financial reporting based on an audit of the financial statements.
3. A report on compliance and internal control over compliance applicable to each major federal program.
4. A report on compliance and internal control over compliance applicable to each major state program.

In the required reports on compliance and internal controls, the auditor shall communicate any significant deficiency or material weakness found during the audit. A *significant deficiency* shall be defined as a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected. A *material weakness* shall be defined as a significant deficiency or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected. Significant deficiencies that are also material weaknesses shall be identified as such in the report.

Control deficiencies discovered by the auditors that are neither significant deficiencies nor material weaknesses shall be reported in a separate letter to management, which shall be referred to in the reports on compliance and internal controls. A *control deficiency* shall be deemed to have occurred whenever the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis.

The reports on compliance and internal controls shall include all instances of noncompliance.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

- Commissioners Court Executive Officer
- County Auditor

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Auditors shall assure themselves that the County is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Other information in documents containing audited financial statements
6. Disagreements with management
7. Management consultation with other accountants
8. Major issues discussed with management prior to retention
9. Difficulties encountered in performing the audit

E. Special Considerations

1. The financial statements of the Hidalgo County Drainage District No. 1 (the District) are included as a component unit of the financial statements of the County of Hidalgo, Texas. The District has retained the firm of Burton McCumber & Cortez, L.L.P. to audit its financial statements for FY 2011 and FY2012.

2. The County will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will not be required to provide special assistance to the County to meet the requirements of that program.

3. The County currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."

4. The County has determined that the United States Department of Health and Human Services will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

5. The Schedule of Expenditures of Federal and State Awards and related auditor's report, as well as the reports on compliance and internal controls are to be issued as part of the comprehensive annual financial report.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the County of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- County of Hidalgo, Texas
- U.S. Department of Health & Human Services
- U.S. Government Accountability Office (GAO)
- Parties designated by the federal or state governments or by the County as part of an audit quality review process

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- Auditors of entities of which the County is a subrecipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE GOVERNMENT

A. Name and Telephone Number of Contact Persons/Organizational Chart/Location of Offices

The auditor's principal contact with the County will be Mr. Raymundo Eufracio, County Auditor, or a designated representative, who will coordinate the assistance to be provided by the County to the auditor.

The auditor's principal contact with the Hidalgo County Head Start Program will be Ms. Teresa Flores, Director, or a designated representative, who will coordinate the assistance to be provided by the Head Start Program to the auditor.

The auditor's principal contact with the Hidalgo County Urban County Program will be Ms. Diana Serna, Director, or a designated representative, who will coordinate the assistance to be provided by the Urban County Program to the auditor.

The auditor's principal contact with the Hidalgo County Community Service Agency will be Ms. Maribel Navarro Saenz, Director, or a designated representative, who will coordinate the assistance to be provided by the Community Service Agency to the auditor.

An organizational chart (Appendix A) and a list of principal officials (Appendix B) are attached.

B. Background Information

The County of Hidalgo, Texas serves an area of 1,570 square miles with an estimated population of 774,769 in 2010. The County's fiscal year begins on January 1 and ends on December 31.

The County provides the following services to its citizens:

- Administration of justice
- Public safety
- Health and welfare services
- Construction and maintenance of roads and other infrastructure
- Sanitation services
- Recreational and cultural activities

The County has a total payroll of $109,815,085 covering 2997 employees.

The County is organized into 70 departments and agencies. The accounting and financial reporting functions of the County are decentralized. The County's Head Start Program, Urban County Program, and Community Service Agency each maintain their own separate financial accounting systems.

More detailed information on the government and its finances can be found in the County's Comprehensive Annual Financial Report (CAFR), Single Audit, and Annual Operating Budget. These documents can be found on the County's website located at http://www.co.hidalgo.tx.us/. The County's CAFR and Single Audit may also be obtained by contacting the County Auditor's Office at 2808 S. Business Hwy 281, Edinburg, Texas 78539. The County's Annual Operating Budget may

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also be obtained by contacting the Department of Budget and Management at 2818 S. Business Hwy 281, Edinburg, Texas 78539.

C. Fund Structure

The County uses the following fund types and account groups in its financial reporting:

Fund Type	Number of Individual Funds	Number With Legally Adopted Annual Budgets
General fund	1	1
Special revenue funds	50	32
Debt service funds	13	13
Capital projects funds	15	0
Enterprise funds	2	0
Internal service funds	2	0
Private-purpose trust funds	8	0
Pension (and other employee benefits) trust funds	1	0
Agency funds	12	0

D. Budgetary Basis of Budgeting

The County prepares its budgets on a basis consistent with generally accepted accounting principles.

E. Federal and State Financial Assistance

During fiscal year 2010, the County expended $106,187,315 in federal and state awards. Please refer to the County' fiscal year 2010 Single Audit at http://www.co.hidalgo.tx.us/index.aspx?NID=448 for a complete list of all federal and state awards.

F. Pension Plans

The County participates in the following pension plans:

Plan	Type	Actuary
Texas County and District Retirement System	Single-employer defined benefit contribution	Lewis & Ellis, Inc.
Hidalgo County Affiliated Departments Retirement Plan	Tax-deferred money purchase pension plan	The Pension Company Consulting Actuaries

G. Component Units

The reporting entity is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's Statement No. 14, *The Financial Reporting Entity*. Using these criteria, the management of the County identified the following component unit for inclusion in the County's financial statements:

Hidalgo County Drainage District No. 1
Fiscal Year Ending December 31

The auditors of the District are contractually obligated to provide information needed for the audit of the County.

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H. Magnitude of Finance Operations

The County's finance department is headed by Mr. Raymundo Eufracio, County Auditor, and consists of 44 employees. The principal functions performed and the numbers of employees assigned to each are as follows:

Function	Number of Employees
Accounts Payable	14
Internal Audit	10
Financial Accounting	6
Grants Accounting	6

The Hidalgo County Head Start Program's finance department is headed by Ms. Teresa Flores, Director, and consists of 7 of employees.

The Hidalgo County Urban County Program's finance department is headed by Ms. Diana Serna, Director, and consists of 5 of employees.

The Hidalgo County Community Service Agency's finance department is headed by Ms. Maribel Navarro Saenz, Director, and consists of 11 of employees.

I. Computer Systems

Primary Government	Financial Accounting System	Vendor
Hidalgo County	alio	Weidenhammer Systems, Corp.
Hidalgo County Head Start Program	MIP Fund Accounting	SAGE
Hidalgo County Urban County Program	FundWare	Blackbaud
Hidalgo County Community Service Agency	IBM AS-400 Accounting Software	Internally developed.

J. Internal Audit Function

The County maintains an internal audit function that reports to the County Auditor and is staffed by 10 employees. All 10 members of the internal audit staff have a BBA degree and 5 members have a master's degree.

K. Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior years' audit reports and management letters should contact the County Auditor's Office at 2808 S. Business Hwy 281, Edinburg Texas 78539 (956) 318-2511. The County Auditor's Office will use its best efforts to make prior audit reports and management letters available to proposers to aid their response to this request for PROPOSALs.

IV. TIME REQUIREMENTS

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A. Schedule for the 2011 Fiscal Year Audit (A similar time schedule will be developed for audits of future fiscal years).

Each of the following should be completed by the auditor no later than the dates indicated.

1. Detailed Audit Plan

   The auditor shall provide the County by November 15 both a detailed audit plan and a list of all schedules to be prepared by the County.

2. Fieldwork

   The auditor shall complete all fieldwork by April 30.

3. Draft reports

   The auditor shall have drafts of the audit reports and recommendations to management available for review by the County Auditor by May 20.

B. Entrance Conferences, Progress Reporting and Exit Conferences (A similar time schedule will be developed for audits of future fiscal years).

At a minimum, the following conferences should be held:

Entrance conference with County Auditor and department heads of key offices or programs	The purpose of this meeting will be to discuss prior audit problems and to establish overall liaison for the audit and to make arrangements for work space and other needs of the auditor.
Progress conference(s) with County Auditor and department heads of key offices or programs	The purpose of this meeting(s) will be to discuss the status of the audit and preliminary findings related to key internal controls or other matters tested.
Exit conference with County Auditor and department heads of key offices or programs	The purpose of this meeting will be to summarize the results of the field work and to review significant findings

C. Date Final Report is Due

The County Auditor's Office shall prepare draft financial statements, notes, all required supplementary schedules, and statistical data by May 31. The auditor shall provide all recommendations, revisions and suggestions for improvement to the County Auditor by June 8.

The County Auditor's Office will complete their review of the draft report as expeditiously as possible. It is not expected that this process should exceed one week. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed reports shall be delivered to the Commissions Court by June 26.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the County.

B. Statements and Schedules to be Prepared by the Staff of the County.

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The staff of County will prepare all statements and schedules for the auditor by May 31.

C. Work Area, Telephones, Photocopying and FAX Machines

The County will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities and FAX machines.

D. Report Preparation

Report preparation, editing and printing shall be coordinated by the County Auditor's Office. The auditor will be responsible for providing the paper stock necessary for printing 100 reports.

VI. QUALIFICATION REQUIREMENTS

A. General Requirements

1. Inquiries

Inquiries concerning the request for PROPOSALs and the subject of the request for PROPOSALs must be made in writing to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
2802 S. Business Hwy 281
Edinburg, Texas 78539
FAX: (956) 318-2629

CONTACT WITH PERSONNEL OF THE COUNTY OTHER THAN MARTHA L. SALAZAR, HIDALGO COUNTY PURCHASING AGENT, REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

2. Submission of proposals

The following material is required to be received by [DATE] for a proposing firm to be considered:

a. An original and seven (7) copies to include the following:

i. Title Page
Title page showing the request for PROPOSALs subject; the firm's name; the name, address and telephone number of the contact person; and the date of the PROPOSAL.

ii. Table of Contents

iii. Transmittal Letter
A signed letter of transmittal briefly states the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the PROPOSAL is a firm and irrevocable offer for 90 days.

The PROPOSAL must be signed by a person entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the

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County.

iv. Detailed PROPOSAL
The detailed PROPOSAL should follow the order set forth in Section VI B of this request for PROPOSALs.

v. Copy of current external quality control review.

vi. Executed copies of … (e.g., Proposer's Affidavit, CIQ, etc.)

vii. Certificate(s) of Insurance (e.g., Liability, Professional, etc.)

b. Proposers should send the completed PROPOSAL in a sealed envelope to the following address:

Martha L. Salazar, CPPB,
Hidalgo County Purchasing Agent
2802 S. Business Hwy 281
Edinburg, Texas 78539

The sealed envelope should include on its face the following information: the RFP number, the name of the firm, and opening date.

B. PROPOSAL Format

1. General Requirements

The purpose of the PROPOSAL is to demonstrate the PROPOSAL, competence and capacity of the firms seeking to undertake an independent audit of the County of Hidalgo, Texas in conformity with the requirements of this request for PROPOSALs. As such, the substance of PROPOSALs will carry more weight than their form or manner of presentation. The PROPOSAL should demonstrate the PROPOSAL of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for PROPOSALs requirements.

The PROPOSAL should address all the points outlined in the request for PROPOSALs. The PROPOSAL should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for PROPOSALs. While additional data may be presented, the following subjects, items Nos. 2 through 10, must be included. They represent the criteria against which the PROPOSAL will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the County as defined by generally accepted auditing standards/the U.S. Government Accountability Office's *Government Auditing Standards* (1994).

The firm also should provide an affirmative statement that it is independent of the component unit of the County as defined by those same standards.

The firm should also list and describe the firm's professional relationships involving the County or any of its agencies or component unit for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

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In addition, the firm shall give the County written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Texas

An affirmative statement should be included that the firm and all assigned key professional staff are properly registered/licensed to practice in Texas.

4. Firm PROPOSAL and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff PROPOSAL and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Texas. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, PROPOSAL, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the County. However, in either case, the County retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for PROPOSAL can only be changed with the express prior written permission of the County, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better PROPOSAL or experience.

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6. Prior Engagements with the County

List separately all engagements within the last five years, ranked on the basis of total staff hours, for the County by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

7. Similar Engagements With Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five years that are similar to the engagement described in this request for PROPOSAL. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

8. Specific Audit Approach

The PROPOSAL should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for PROPOSAL. In developing the work plan, reference should be made to such sources of information as County's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

a. Proposed segmentation of the engagement
b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
c. Sample size and the extent to which statistical sampling is to be used in the engagement
d. Extent of use of EDP software in the engagement
e. Type and extent of analytical procedures to be used in the engagement
f. Approach to be taken to gain and document an understanding of the County's internal control structure
g. Approach to be taken in determining laws and regulations that will be subject to audit test work
h. Approach to be taken in drawing audit samples for purposes of tests of compliance

9. Identification of Anticipated Potential Audit Problems

The PROPOSAL should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the County.

10. Cost PROPOSAL

a. Total All-Inclusive Not to exceed Price

The cost PROPOSAL should include a total all-inclusive not to exceed for the 2011 and 2012 engagements and optional 2013 and 2014 engagements. The cost

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PROPOSAL should contain all pricing information relative to performing the audit engagement as described in this request for PROPOSAL. The total all-inclusive not to exceed price is to contain all direct and indirect costs including all out-of-pocket expenses.

The County will not be responsible for expenses incurred in preparing and submitting the PROPOSAL. Such costs should not be included in the PROPOSAL.

b. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

A schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix C) that supports the total all-inclusive maximum price. The cost of special services described in Section II E of this request for PROPOSAL should be disclosed as separate components of the total all-inclusive maximum price.

c. Out-of-pocket Expenses Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

Out-of-pocket expenses for firm personnel (e.g., travel, lodging, and subsistence) will be reimbursed at the rates used by the County for its employees. All estimated out-of-pocket expenses to be reimbursed should be presented in the format provided in the attachment (Appendix C). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

In addition, a statement must be included in the PROPOSAL stating the firm will accept reimbursement for travel, lodging, and subsistence at the prevailing County rates for its employees.

d. Rates for Additional Professional Services

If it should become necessary for the County to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between County and the firm. Any such additional work agreed to between County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the cost PROPOSAL.

e. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid PROPOSAL. Interim billing shall cover a period of not less than a calendar month. Ten percent (10%) will be withheld from each billing pending delivery of the firm's final reports.

Payment shall be made by check from the County upon satisfactory completion and acceptance of services specified in the contract and submission of invoice to the Executive Officer, 2818 S. Business Hwy 281, Edinburg, Texas 78539. All payments owed will be paid no later than thirty (30) days after the services are

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received or the date the invoice is received by the County Auditor's Office, whichever is later. As a minimum, invoices will include:

- Name, address, and telephone number of successful proposer
- Name and address of receiving department or official
- County purchase order number and contract number (if any)
- Identification of service as outlined in the contract
- Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Any additional payment information which may be required by the contract

VII. EVALUATION PROCEDURES

A. Evaluation Committee

PROPOSALs submitted will be evaluated by an Evaluation Committee selected by the Commissioners Court.

B. Review of PROPOSALs

The Evaluation Committee will use a point formula during the review process to score PROPOSALs.

The County reserves the right to retain all PROPOSALs submitted and use any idea in a PROPOSAL regardless of whether that PROPOSAL is selected.

C. Evaluation Criteria

PROPOSALs will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their PROPOSALs evaluated and scored for both technical PROPOSAL and price. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements

   a. The audit firm is independent and licensed to practice in Texas;
   b. The firm has no conflict of interest with regard to any other work performed by the firm for the County;
   c. The firm adheres to the instructions in this request for PROPOSAL on preparing and submitting the PROPOSAL; and
   d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.

2. Technical Quality: (Maximum Points - 50)

   a. Expertise and Experience (Maximum Points - 35)
      1) The firm's past experience and performance on comparable government engagements (Maximum Points - 20)
      2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation (Maximum Points - 15)

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b. Audit Approach (Maximum Points - 15)

1) Adequacy of proposed staffing plan for various segments of the engagement (Maximum Points - 5)

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2) Adequacy of sampling techniques (Maximum Points - 5)
3) Adequacy of analytical procedures (Maximum Points - 5)

3. Price: (Maximum Points - 50)
The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers using the following formula:

$$\frac{\text{Difference in Cost PROPOSAL}}{\text{Lowest Cost PROPOSAL}} = \% \text{ Reduction from Maximum Points}$$

D. Oral Presentations

During the evaluation process, the Evaluation Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Evaluation Committee may have on a firm's PROPOSAL. Not all firms may be asked to make such oral presentations.

E. Final Selection

The Commissioners Court will select a firm based upon the recommendation of the Evaluation Committee.

It is anticipated that a firm will be selected by [DATE]. Following notification of the firm selected, it is expected a contract will be executed between both parties by [DATE].

F. Right to Reject PROPOSALs

Submission of a PROPOSAL indicates acceptance by the firm of the conditions contained in this request for PROPOSAL unless clearly and specifically noted in the PROPOSAL submitted and confirmed in the contract between the County and the firm selected.

The County reserves the right without prejudice to reject any or all PROPOSALs.

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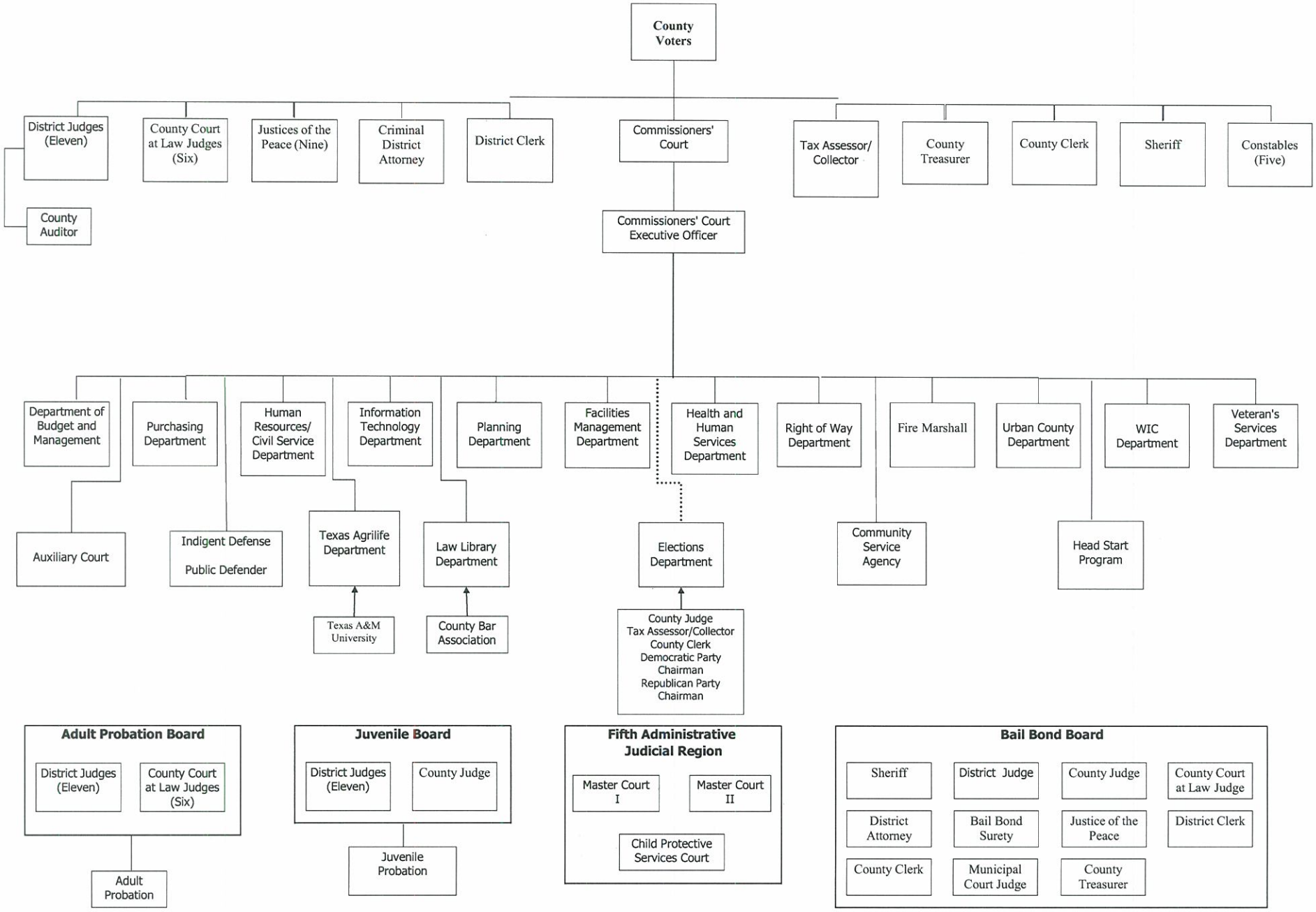
APPENDIX A

ORGANIZATIONAL CHART

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County of Hidalgo, Texas

Organizational Chart



APPENDIX B

LIST OF PRINCIPAL OFFICIALS
As of August 31, 2011

Commissioners Court (The Governing Body)

Ramon Garcia, County Judge
Joel Quintanilla, County Commissioner, Precinct No. 1
Hector Palacios, County Commissioner, Precinct No. 2
Jose M. Flores, County Commissioner, Precinct No. 3
Joseph Palacios, County Commissioner, Precinct No. 4

Judges

Ricardo P. Rodriguez, Jr., District Judge, 92nd Judicial District
Rodolfo Delgado, District Judge, 93rd Judicial District
J.R. "Bobby" Flores, District Judge, 139th Judicial District
Rose G. Reyna, District Judge, 206th Judicial District
Juan R. Partida, District Judge, 275th Judicial District
Mario E. Ramirez, Jr., District Judge, 332nd Judicial District
Noe Gonzalez, District Judge, 370th Judicial District
Leticia Lopez, District Judge, 389th Judicial District
Aida Salinas Flores, District Judge, 398th Judicial District
Israel Ramon, District Judge, 430th Judicial District
Jesse Contreras, District Judge, 449th Judicial District
Rodolfo Gonzalez, Judge, County Court at Law No. 1
Jaime J. Palacios, Judge, County Court at Law No. 2
Homero Garza, Judge, Probate Court
Fred S. Garza, Judge, County Court at Law No. 4
Arnoldo Cantu Jr., Judge, County Court at Law No. 5
Albert Garcia, Judge, County Court at Law No. 6

Other Principal Officials

Raymundo Eufracio, County Auditor
Arturo Guajardo, Jr., County Clerk
Guadalupe Trevino, County Sheriff
Norma G. Garcia, County Treasurer
Rene A. Guerra, District Attorney
Laura Hinojosa, District Clerk
Armando Barrera, Jr., Tax Assessor-Collector
Martha L. Salazar, County Purchasing Agent

Phone numbers and addresses may be retrieved from the County's website located at http://www.co.hidalgo.tx.us/

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APPENDIX C

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE FISCAL YEAR 2011 FINANCIAL STATEMENTS

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	_____	$_____	$_____	$_____
Managers	_____	_____	_____	_____
Supervisory staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Subtotal				$_____
Total for services described in Section II E of the RFP (Detail on subsequent pages)				$_____
Out-of-pocket expenses:				
Meals and lodging				_____
Transportation				_____
Other (specify):_____				_____
Total all-inclusive maximum price for Fiscal Year 2011 audit				$_____

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

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RFP NO: 2011-160-00-00-SMA	BUYER II: Sandra Montalvo	TEL: 956-318-2626

REQUEST FOR PROPOSAL

Hidalgo County
Edinburg, Texas

Hidalgo County

"Professional Auditing Services"

ACCEPTANCE DATE:
December 00, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. **Sealed Proposals** will be received for "***Hidalgo County- Professional Auditing Services"*** in accordance with the requirements attached hereto as Exhibit "A." RFPs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFP.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***REQUEST FOR PROPOSALS -RFP NO: 2011-160-12-07-SMA-"HIDALGO COUNTY-PROFESSIONAL AUDITING SERVICES"*** and in County's Purchasing Department, 2812 S. Hwy. 281, Hidalgo County New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday December 07, 2011.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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 THE FOLLOWING REFERENCE: RFP NO: 2011-160-12-07-SMA- "HIDALGO COUNTY-PROFESSIONAL AUDITING SERVICES".

Hidalgo County reserves the right to refuse and reject any/all RFPs and to waive any/all formalities or technicalities, or to accept the RFP considered the best and most advantageous to Hidalgo County.

WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN *Wednesday On November 30 , 2011 at 5:00 p.m.* Responses will be sent to all applicants via facsimile by ***Friday December 02, 2011 at 5:00 p.m.*** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. 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 vendor, or to reject all RFPs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFP and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFP.

6. No RFP may be withdrawn within ninety (90) days from the scheduled time to accept RFPs.

7. Any interpretations, amendments, corrections or changes to this RFP document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFP.

8. County reserves the right to accept or reject any or all RFPs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. 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 proposal 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.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. **DELIVERY INSTRUCTIONS** (for applicable goods and/or services):

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

a) Name and address of successful vendor
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - ***"Hidalgo County -Professional Auditing Services"***
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
f) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Ray Eufracio, Auditor
Hidalgo County Auditor's Office
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable
(956) 318-2511

15. SCHEDULE OF EVENTS

RFP Acceptance, 9:30 A.M.	December 07, 2011
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

16. ~~Bid OR PERFORMANCE BOND AND~~ **DEBARMENT CERTIFICATION**~~; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen 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.~~

17. **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.

18. **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 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.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. 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.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request for Proposals
for
Hidalgo County
Professional Auditing Services

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned 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 proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFPs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFPs, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "B"
EVALUATION CRITERIA
Hidalgo County
"Professional Auditing Services"
RFP No. 2011-160-00-00.-SMA

The respondent's RFP will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFP Evaluation Form."

A. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their PROPOSALs evaluated and scored for both technical proposal and price. The following represent the principal selection criteria which will be considered during the evaluation process.

1. MANDATORY ELEMENTS

a. The audit firm is independent and licensed to practice in Texas;
b. The firm has no conflict of interest with regard to any other work performed by the firm for the County;
c. The firm adheres to the instructions in this request for PROPOSAL on preparing and submitting the PROPOSAL; and
d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.

2. TECHNICAL QUALITY: (Maximum Points - 50)

a. Expertise and Experience (Maximum Points - 35)
   1) The firm's past experience and performance on comparable government engagements (Maximum Points - 20)
   2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation (Maximum Points - 15)
b. Audit Approach (Maximum Points - 15)
   1) Adequacy of proposed staffing plan for various segments of the engagement (Maximum Points - 5)
   2) Adequacy of sampling techniques (Maximum Points - 5)
   3) Adequacy of analytical procedures (Maximum Points - 5)

3. PRICE: (Maximum Points - 50)

The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers using the following formula:

$$\frac{\text{Difference in Cost PROPOSAL}}{\text{Lowest Cost PROPOSAL}} = \%\ \text{Reduction from Maximum Points}$$

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EXHIBIT "B"
EVALUATION FORM
Hidalgo County
"Professional Auditing Services"
RFP No. 2011-160-00-00.-SMA

SELECTION CRITERIA	Maximum Points breakdown	SCORE
1) TECHNICAL QUALITY: (Maximum Points - 50)		
A. Expertise and Experience (Maximum Points - 35)		
1) The firm's past experience and performance on comparable government engagements	20	
2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation	15	
B. AUDIT APPROACH (MAXIMUM POINTS - 15)		
1) Adequacy of proposed staffing plan for various segments of the engagement	5	
2) Adequacy of sampling techniques	5	
3) Adequacy of analytical procedures	5	
	TOTAL:	
Comments/Rationale For Points:		
2) PRICE: (Maximum Points - 50) The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers using the following formula:		
Difference in Cost PROPOSAL = % Reduction from Maximum Points Lowest Cost PROPOSAL	50	
	TOTAL:	
Comments/Rationale For Points:		
Total Score		

Provider: _____

Evaluator: _____ Date: _____

AI-29565 **11. J.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase a one (1) year annual preventive maintenance service product through a processed Purchase Order (as acceptable to vendor) for security electronic and control system services for the Juvenile Probation Department from ISI*MCS, LTD "Metroplex" (as solicited through quoted proposals with due diligence results of one sole response) as indicated in requisition #198852 at $3,759.00/year with two (2) additional one (1) year extensions under the same rates (as indicated and committed by vendor in response)-1-1100-423-32-330-001-0-432.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-32-330-001-0-432

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

BUDGETARY IMPACT:

Available funds as of 11/09/11.

Attachments

ISI-MCS-Metroplex Juvenile Probation Requisition

ISI-MCS-Metroplex Juvenile Probation Preventive Maintenance Agreement

Metroplex Email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/09/2011 08:45 AM
Budget & Management	Merlen P. Munoz	11/09/2011 09:13 AM
Olga Garza	Olga Garza	11/09/2011 03:03 PM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Matilde Faz Started On: 11/08/2011 09:52 AM

Final Approval Date: 11/10/2011

Requisition

Req # 00198852

PO #

Date: 07/11/11

Consent #29565 11/15/11

Bill To: x
x

Vendor : 342246
ISI*MCS, LTD
12903 DELIVERY DRIVE
SAN ANTONIO TX 78247
FAX (210)495-5635

Ship To: JUVENILE PROBATION DEPT.
1001 NORTH DOOLITTLE
EDINBURG TX 78540-0267

Contact: Elena
956-587-6200

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	OM Annual Preventive maintenance agreement on : Electronic Security System/test and inspection; regular working hours emergency service calls.	3,759.00	3,759.00
		Account No	Encumbrance	
		1-1100-423-32-330-001-0-432	3,759.00	
			Freight	.00
			Total	3,759.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

198852

Matilde Faz

From: Darwin Katan [DKatan@mcsdet.com]
Sent: Thursday, October 20, 2011 2:54 PM
To: Matilde Faz
Cc: Joe.Ochoa@jpd.co.hidalgo.tx.us
Subject: Hidalgo - Edinburg - Security and Control System Service Agreement Program

Maty, as per our conversation the Service Agreement is a custom program designed specific for this facility. Each facility that we do uses similar but different components and the software is programmed specific for only your facility. This is not a "proprietary system" because all components are available on the market, but the integration and programming talents to make all of the systems work together is what we specialize in..For the Detention and Corrections Industry – Nationwide. This request is for a Service and Maintenance Agreement and not for a specific component that can be purchased "off the shelf".

The Service Agreement in question, is for MCS to have a technician onsite to perform calibration testing and adjustments to the system so that it stays compliant with the rules and regulations. We test and service the system, repair items that are in need, recommend the necessary upgrades and then with that your components for the year are at a reduced cost.

Thank you, please do not hesitate to call me for any more information or further assistance.

Darwin Katan

Director of Technical Services

MCS

12906 Flagship Drive - San Antonio , TX - 78247

Ph - 210.495.5245 ext.2938 Fax - 210.798.2984

Email - ***dkatan@mcsdet.com***

www.metroplex-control.com

93673

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

JUVENILE PROBATION DEPARTMENT
DETENTION FACILITY • BOOT CAMP FACILITY
1001 N. DOOLITTLE RD. • P.O. BOX 267
EDINBURG, TEXAS 78542-0267
(956) 587-6200 FAX (956) 383-4280

ISRAEL "BUDDY" SILVA, JR.
DIRECTOR
CHIEF JUVENILE PROBATION OFFICER

October 20, 2011

Absolute Services
I/O Sergio Garcia
4129 N. 22nd Street, Suite 10
McAllen, Texas, 78504

Mr. Garcia,

I am requesting a proposal for a service and preventative maintenance agreement from a security integrator company for our facility's Metroplex Control System OneFab Security Electronic system. Our facility is The Judge Mario E. Ramirez, Jr. Justice Juvenile Justice Center Detention Facility located at 1001 N. Doolittle, Edinburg, Texas, 78542. The proposal shall include the following services:

- A qualified technician for a two (2) day period to perform a complete system test and inspection. The system test and inspection shall include:
- A commissioning report on the facility's current electronic security systems operational and control Status;
- Recommended changes, repairs and upgrades based on the results produced;
- Recommended preventative maintenance program for devices and systems;
- Check, clean and test each control station on the system (8 stations/VRS/ADS);
- Control and Operational testing of the door control system (This does not include cleaning or repairing door and locking hardware);
- Control and Operational testing of CCTV switching systems and DVR configurations located in the security electronics room and the video review station control and operational testing of intercom and audio paging systems;
- Control and Operational testing of auxiliary controlled systems (lighting, duress, tv, etc.);
- Test and verify headend cabinet location for proper ventilation (heat dissipation) and power circuit voltage levels to include cabinet power supplies, circuits and fusing;
- Check and verify the PLC processors operations and controls;
- Clean electronic components with UL rated spray;
- Make minor repairs and adjustments as needed

Proposal shall also include the technician to provide a detailed system status report to the facility to include any anomalies and troubles found. Upon completion of the Commissioning System test, the technician will perform minor operational repairs within the facility on the components identified. Any component or devices found needing replacements or repairs will be documented in the report. The report will also include recommendations for any additional services or upgrades if needed.

HIDALGO COUNTY JUVENILE BOARD
MARIO E. RAMIREZ, JR., OVERSEER
JUDGE, 332ND DISTRICT COURT

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND DC | RUBY DELGADO JUDGE, 93RD DC | J.R. "BOBBY" FLORES JUDGE, 139TH DC | ROSE GUERRA REYNA JUDGE, 206TH DC | JUAN R. PARTIDA JUDGE, 275TH DC | RAMON GARCIA COUNTY JUDGE | NOE GONZALEZ JUDGE, 370TH DC | LETTY LOPEZ JUDGE, 389TH DC | ALDA SALINAS FLORES JUDGE, 398TH DC | ISRAEL RAMON, JR. JUDGE, 430TH DC | JESSE CONTRERAS JUDGE 449TH DC

Proposal shall also include one (1) preventative maintenance service call and a minimum of one (1) emergency service call.

Please call me with any questions or concerns regarding this matter at (956) 587-6200 ext. 7111 or joe.ochoa@jpd.co.hidalgo.tx.us

Sincerely,

Joe Ochoa
Facility Administrator

Metroplex Control Systems
12903 Delivery Drive
San Antonio, Texas 78247
www.metroplex-control.com
Phone 210.495.5245
Fax 210.495.9863

Sincerely,
Metroplex Control Systems - Detention Division

Darwin Katan

Darwin Katan
Director of Technical Services

12906 Flagship Drive - San Antonio , TX - 78247
Ph - 210.495.5245 ext:2938 Fax - 210.798.2984
Email - ***dkatan@mcsdet.com*** www.metroplex-control.com

[TX MAS] # 9-84060 Texas Multiple Award Schedule Contract Number:
[GSA # GS-07F-0078]
Company Contacts: Kathryn Losinecki

Metroplex Control Systems
12903 Delivery Drive
San Antonio, Texas 78247
www.metroplex-control.com
Phone 210.495.5245
Fax 210.495.9863

September 30, 2011

Judger Mario E. Ramirez, JR.
Juvenile Justice Center
Attn: Joe Ochoa
Detention Superintendent
1001 N. Doolittle Road
Edinburg, Texas, 78541
(956) 587-6200 ext. 7111

RE: Edinburg – Juvenile Service & Preventive Maintenance Agreement Proposal

Proposal No.# 70-2011-252

Mr. Ochoa:

Thank you for allowing Metroplex Control Systems the opportunity to provide a service and preventive maintenance agreement for your facility. Metroplex Controls – ISI Detention and Security Division was selected during the construction and design phase of the Justice Center and has worked intimately with your design team to provide a system of high level security and control management. As the **Sole Providing** entity for the Security Electronic system in place at your facility, we will remain to provide the level of confidentiality to the documents and design aspects of this facility. We are pleased to offer a service agreement which continues to provide the maintenance and management of your systems, and to provide you the upgrades and support necessary to maintain the level of security needed for the Edinburg – Juvenile Justice Center.

The following is a written description of the services that will be performed and supplied by Metroplex Control Systems:

Commission Testing and Preventive Maintenance Program:

MCS will supply one qualified technicians for a two (2) day period to perform a complete system test and inspection. The system test and inspection shall include the following:

System Reports:

- Commissioning Report on your current Electronic Security systems operational and control status
- Recommended changes, repairs and upgrades based on the results produced
- Recommended Preventive Maintenance Program for devices and systems

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Testing and Verifications:

- Check, Clean and test each Control Station on the system [8 Stations/VRS/ADS]
- Control and Operational Testing of the door control system
  (this does not include cleaning or repairing door and locking Hardware)
- Control and Operational Testing of CCTV switching systems and DVR configurations located in the Security Electronics Room and the Video Review Station Control and Operational Testing of Intercom and Audio Paging systems
- Control and Operational Testing of Auxiliary Controlled Systems (lighting, Duress, TV, etc)
- Test and Verify Headend cabinet location for proper ventilation (heat dissipation) and power circuit voltage levels (includes cabinet power supplies, Circuits and fusing)
- Check and verify the PLC processors operations and controls.
- Clean electronic components with UL rated spray
- Make minor repairs and adjustments as needed

Repairs and Service:

MCS will provide a detailed system status report to the facility including any anomalies and troubles found. Upon completion of the Commissioning System test the technician will perform minor operational repairs within the facility on the components identified. Any component or devices found needing replacements or repairs will be documented in the report. Should the facility decide to replace or repair noted items, please call or email a request for quote on equipment or repairs and installation. The report will also include recommendations for any additional services or upgrades if needed.

Emergency Service:

MCS may also provide emergency service calls as part of this agreement. All labor provided during normal working hours and expenses related to these service calls will be covered by your service agreement.

All materials needed for repairs will be supplied from facility stock or purchased separately.

Preferred Customer Benefits:

All additional service calls will be provided on a time and material plus expenses basis at a discounted rate.

All materials purchased during the term of the service agreement will be available at a **10%** discount off our regular prices.

Discounts available during the term of the service agreement.

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Annual Preventative Maintenance – Security Electronics and Control System

MCS will provide one (1) Preventive Maintenance service call and a maximum of one (1) Emergency service calls. All materials needed for repairs will be supplied from facility stock or purchased separately.

The price of this agreement for the term of one (1) year is **$ 3,759.00**

Option: Lock and Detention Maintenance

ISI will provide one (1) Detention and Lock Technician to go through all of the detention locks in the facility to properly lubricate, repair, adjust and clean over a 3 day duration. If any additional hardware or components are needed or found defective during the detention service and maintenance they will be purchased at a discounted rate of 10% off of regular price (or use owners stock). This service includes locks, doors, pass thru's, closures, hinges and detention grade products installed at your facility. An assessment at the end of the scheduled maintenance and service will be turned over to the facility to document the results.

The price of this agreement for the term of one (1) year is **$ 2,999.00**

Complete: Combined Electronic Security and Detention Maintenance Package

The price of this agreement for the term of one (1) year is **$ 5,997.00**

NOTE: THE SERVICE AGREEMENT PRICES LISTED ABOVE, WILL BE RENEWABLE ANNUALLY AT THE QUOTED PRICE. AFTER THE 3RD YEAR (2012-2013-2014) THE SERVICE AGREEMENT WILL BE RE-EVALUATED AND RE-QUOTED.

Sincerely,
Metroplex Control Systems - Detention Division

Darwin Katan

Darwin Katan
Director of Technical Services

12906 Flagship Drive - San Antonio , TX - 78247
Ph - 210.495.5245 ext:2938 Fax - 210.798.2984
Email - ***dkatan@mcsdet.com*** www.mcsdet.com

Matilde Faz

From: Joe.Ochoa@jpd.co.hidalgo.tx.us
Sent: Tuesday, November 08, 2011 10:19 AM
To: 'Matilde Faz'
Subject: FW: Service and Preventative Maintenance Agreement

Maty,

Here is Mr. Katans response

From: Darwin Katan [mailto:DKatan@mcsdet.com]
Sent: Tuesday, November 08, 2011 10:11 AM
To: Joe.Ochoa@jpd.co.hidalgo.tx.us
Subject: RE: Service and Preventative Maintenance Agreement

I just walked out of a meeting...sorry missed your call....YES Purchase order is sufficient.

I am at 210-798-2938 if we need to talk.

Darwin

From: Joe.Ochoa@jpd.co.hidalgo.tx.us [mailto:joe.ochoa@jpd.co.hidalgo.tx.us]
Sent: Tuesday, November 08, 2011 10:09 AM
To: Darwin Katan
Subject: Service and Preventative Maintenance Agreement

Darwin,

Maty at purchasing had one last question for the service and preventative maintenance agreement. Can we rely solely on the Purchase Order or do we need a contract with signatures on it. My understanding is that we have always worked off purchase orders. Can you please respond today as we need to place this on commissioners court agenda. Thanks Darwin.

AI-29564 **11. K.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of Application for Payment No. 4 in the amount of $67,433.40 from Asago LLC dba Asago Construction, contracted vendor for La Suena Subdivision as reviewed and submitted by project engineer Javier Hinojosa Engineering (C-CAP-10-379-05-17).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-123-397-0-731/733

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

BUDGETARY IMPACT:

P.O.# 660930 available balance as of 11-9-11 $239,306.50

Object Code 731:$127,068.58 Pmt#4 (180.00)
Object Code 733:$111,682.00 Pmt#4 (67,253.40)

PO bal. (sage) 373,726-134,419.50=239,306.50
Pd 134,419.50-10% Retainage=120,977.55 Pd as of 11-9-11
Retainage account 1-1312-206-00-000-023-0-000

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-397-0-731

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

BUDGETARY IMPACT:

Available balance as of 11-9-11 $555.92

Attachments

Application for Payment No.4 La Suena Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	11/07/2011 04:17 PM
Purchasing Department	Marty Salazar	11/08/2011 05:08 PM
Budget & Management	Merlen P. Munoz	11/09/2011 07:59 AM
Perla Lopez	Angela Garcia	11/09/2011 09:25 AM
Manuel Chapa	Manuel Chapa	11/09/2011 11:03 AM
Auditor's Office	Arcilia Duran	11/10/2011 09:32 AM

Form Started By: Marcie Jackson Started On: 11/07/2011 03:48 PM

Final Approval Date: 11/10/2011

APPLICATION FOR PAYMENT NO. 4

To: HIDALGO COUNTY (OWNER)
From: ASAGO LLC, dba ASAGO CONSTRUCTION (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR LA SUEÑA SUBDIVISION
Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR LA SUEÑA SUBDIVISION
Owner's Contract No. C-CAP-10-379-05-17 Engineer's Project No.
For Work accomplished through the date of: October 31, 2011

1. Original Contract Price:		$299,000.00
2. Net change by Change Order No. 1 and Written Agreements(+):		$74,726.00
3. Current Contract Price (1 plus 2):		$373,726.00
4. Total completed and stored to date:		$209,345.50
5. Retainage (per Agreement):		
10% of completed Work:	$20,934.55	
of stored material		
Total Retainage:		$20,934.55
6. Total completed and stored to date less retainage (4 minus 5)		$188,410.95
7. Less previous Application for Payments:		$120,977.55
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$67,433.40

Accompanying Documentation:

1. Application and Certifica
2. Schedule of Values
3. Estimate Quantity Updat
4. List of Suppliers and Sub
5. Partial Waiver of Liens (S
6. TxDot Form 252 Contrac
7. Payroll Report w/signed

REQ.# 199328 P.O.# 660930
1-1312-431-00-123-397-0-731→$200.00
<-20.00>=$180.00

REQ.# 199328 P.O.# 660930
1-1312-431-00-123-397-0-733→$74,726.00
<-7,472.60>=$67,253.40

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 4 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: October 31, 2011

ASAGO LLC, dba ASAGO CONSTRUCTION
(CONTRACTOR)

By: _____
RAUL IGLESIAS
PARTNER
2113 PECOS
MISSION, TEXAS 78572

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 3rd day of November, 2011

Claudia N. Ybarra
Notary Public
My Commission expires: 3-23-2012

NOTARY PUBLIC STATE OF TEXAS
CLAUDIA N. YBARRA
My Commission Expires
March 23, 2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 11/3/11

JAVIER HINOJOSA ENGINEERING
(ENGINEER)

By: _____
Javier Hinojosa, P.E.

INVOICE RECEIVED BY: _____ ON 11/7/11
GOODS/SERVICES RECEIVED BY: _____ ON 11/7/11

Exhibit E-C

Asago LLC, dba Asago Construction	Contractor Name
07/28/11	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.	4
Application Date:	11/1/2011
Period To:	10/01/11 - 10/31/11
Engineer Firm	JAVIER HINOJOSA ENGINEERING

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080397	La Sueña Subdivision	$ 299,000.00	$ 373,726.00	$ 50,700.00	$ 38,515.00	$ 45,204.50	$ 74,926.00	$ 209,345.50	$ 164,380.50	$ 20,934.55	$ 188,410.95	$ 120,977.55	$ 67,433.40
		$ 299,000.00	$ 373,726.00	$ 50,700.00	$ 38,515.00	$ 45,204.50	$ 74,926.00	$ 209,345.50	$ 164,380.50	$ 20,934.55	$ 188,410.95	$ 120,977.55	$ 67,433.40

LA SUEÑA SUBD — Contractor Name

7/29/2011 — Starting Date

Project Ending Date

ROAD & DRAINAGE - LA SUEÑA SUBD. — Engineer's / County Project Description

Application No.: 4

Application Date: 11/1/2011

Period To: 10/01/2011-10/31/2011

Engineer's / County Project No.: C-CAP-10-379-05-17

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Revised Schedule Value Quan	Revised Schedule Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Fourth Month Monthly Quan	Fourth Month QTY to Date	Fourth Month Item Cost (Monthly)	Balance To Finish Quan	Balance To Finish Dollars
		ROADWAY																					
		LA SUEÑA SUBDIVISION																					
1	100	Preparig ROW	STA	$ 500.00	28.19	$ 14,095.00	$ 500.00	28.19	$ 14,095.00	14.00	14.00	$ 7,000.00	14.19	28.19	$ 7,095.00		28.19	$ -		28.19	$ -	0	$ 0.00
2	247	8" FLEX BASE (Compl in Place)	SY	$ 7.50	8770.00	$ 65,775.00	$ 7.50	8770.00	$ 65,775.00	-	0.00	$ -		-	$ -	3,789.00	3,789.0	$ 28,417.50		3,789.00	$ -	4981	$ 37,357.50
3	251	Reworking BS Mtrl. (DC) (TY D CL2)	SY	$ 3.00	8770.00	$ 26,310.00	$ 3.00	8770.00	$ 26,310.00	-	0.00	$ -	3500	3,500.00	$ 10,500.00	289.00	3,789.0	$ 867.00		3,789.00	$ -	4981	$ 14,943.00
4	310	ASPH Matrl. (MC-30)	GAL	$ 7.00	1754.00	$ 12,278.00	$ 7.00	1754.00	$ 12,278.00	-	0.00	$ -		-	$ -		0.0	$ -		0.00	$ -	1754	$ 12,278.00
5	340	ASPH Conc. (TY D) (1 1/2")	SY	$ 8.00	7517.00	$ 60,136.00	$ 8.00	7517.00	$ 60,136.00	-	0.00	$ -		-	$ -		0.0	$ -		0.00	$ -	7517	$ 60,136.00
6	502	Barricades, Sign & Traffic Handling	MO	$ 200.00	4.00	$ 800.00	$ 200.00	4.00	$ 800.00	1.00	1.00	$ 200.00	1	2.00	$ 200.00	1.00	3.0	$ 200.00	1.00	4.00	$ 200.00	0	$ -
7	530	Turnouts (ASPH-CONC-PAV) (PB-1)	SY	$ 25.00	90.00	$ 2,250.00	$ 25.00	90.00	$ 2,250.00	-	0.00	$ -		-	$ -		0.0	$ -		0.00	$ -	90	$ 2,250.00
8	5249	Temporary Sediment Control Fence	LF	$ 0.80	1150.00	$ 920.00	$ 0.80	1150.00	$ 920.00	-	0.00	$ -	1150	1,150.00	$ 920.00		1,150.0	$ -		1,150.00	$ -	0	$0.00
9	5249	Temporary Sediment Control Fence (Remove)	LF	$ 0.40	1150.00	$ 460.00	$ 0.40	1150.00	$ 460.00	-	0.00	$ -		-	$ -		0.0	$ -		0.00	$ -	1150	$ 460.00
11		Relocate Mail Boxes	LS	$ 1,000.00	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 1,000.00	1.00	1.00	$ 1,000.00		1.00	$ -		1.0	$ -		1.00	$ -	0	$0.00
		Total Roadway LA SUEÑA SUBDIVISION				$ 184,024.00			$ 184,024.00			$ 8,200.00			$ 18,715.00			$ 29,484.50			$ 200.00		$ 127,424.50
		DRAINAGE																					
12	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 20.00	997.00	$ 19,940.00	$ 20.00	997.00	$ 19,940.00	-	0.00	$ -		-	$ -		0.0	$ -		0.00	$ -	997.00	$ 19,940.00
13	530	Driveway (Concrete 3000 PSI)	SY	$ 24.00	1364.00	$ 32,736.00	$ 24.00	1364.00	$ 32,736.00	-	0.00	$ -		-	$ -	655.00	655.0	$ 15,720.00		655.00	$ -	709.00	$ 17,016.00
14	556	15" ADS Culvert Pipe	LF	$ 24.00	2200.00	$ 52,800.00	$ 24.00	2200.00	$ 52,800.00	1,500.00	1500.00	$ 36,000.00	700.00	2,200.00	$ 16,800.00		2,200.0	$ -		2,200.00	$ -	0.00	$ -
15	556	18" RCP Culvert Pipe	LF	$ 25.00	140.00	$ 3,500.00	$ 25.00	140.00	$ 3,500.00	140.00	140.00	$ 3,500.00		140.00	$ -		140.0	$ -		140.00	$ -	0.00	$ -
16	556	Safety End Treatment	EA	$ 1,500.00	4.00	$ 6,000.00	$ 1,500.00	4.00	$ 6,000.00	2.00	2.00	$ 3,000.00	2.00	4.00	$ 3,000.00		4.0	$ -		4.00	$ -	0.00	$ -
17	506	15" RCP	LF				$ 24.00	191.00	$ 4,584.00	-	0.00	$ -	-	-	$ -		0.0	$ -	191.00	191.00	$ 4,584.00	0.00	$ -
18	506	18" RCP	LF				$ 25.00	327.00	$ 8,175.00	-	0.00	$ -	-	-	$ -		0.0	$ -	327.00	327.00	$ 8,175.00	0.00	$ -
19	506	24" RCP	LF				$ 31.50	984.00	$ 30,996.00	-	0.00	$ -	-	-	$ -		0.0	$ -	984.00	984.00	$ 30,996.00	0.00	$ -
20	506	36" RCP	LF				$ 45.00	40.00	$ 1,800.00	-	0.00	$ -	-	-	$ -		0.0	$ -	40.00	40.00	$ 1,800.00	0.00	$ -
21	506	Trench Protection	LF				$ 0.50	1542.00	$ 771.00	-	0.00	$ -	-	-	$ -		0.0	$ -	1,542.00	1,542.00	$ 771.00	0.00	$ -
22	506	Grate Inlet	EA				$ 2,900.00	6.00	$ 17,400.00	-	0.00	$ -	-	-	$ -		0.0	$ -	6.00	6.00	$ 17,400.00	0.00	$ -
23	506	5' Dia. Manhole	EA				$ 2,750.00	4.00	$ 11,000.00	-	0.00	$ -	-	-	$ -		0.0	$ -	4.00	4.00	$ 11,000.00	0.00	$ -
		Total Drainage LA SUEÑA SUBDIVISION				$ 114,976.00			$ 189,702.00			$ 42,500.00			$ 19,800.00			$ 15,720.00			$ 74,726.00		$ 36,956.00
		Grand Total for La Sueña Subd.				$ 299,000.00			$373,726.00														

APPROVED BY:

Javier Hinojosa P.E.
Print Name

11/3/11
Date

Signature

Exhibit E-D

AI-29442 **11. L.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Precinct 4:
Authority to purchase heavy machinery and/or equipment detailed herein from Vemeer Equipment Of Texas, Inc. awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #345-10 in an amount not to exceed $22,080.00 which includes freight and prep; (1-1200-431-00-124-007-0-748).

BACKGROUND

As requested by Pct 4, Mr. Rumaldo Munoz.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-124-007-0-748

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

BUDGETARY IMPACT:

Amount available for requisition# 204240 as of 11-9-11 $22,080.00 for Vemeer Equipment Of Texas.

Attachments

Vemeer-#204240

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2011 05:06 PM
Budget & Management	Merlen P. Munoz	11/09/2011 07:56 AM
Manuel Chapa	Manuel Chapa	11/09/2011 09:55 AM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Blanca Mayorga Started On: 11/02/2011 01:01 PM

Final Approval Date: 11/10/2011

Requisition

Req # 00204240

PO #

Date: 10/12/11

Bill To: x
x

Vendor : 206571
VEMEER EQUIPMENT OF TEXAS, INC.
3025 N. STATE HWY 161
IRVING TX 75062
FAX (956)464-8307

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: MUNOZ JR R.
956-383-3112

Contract No: BUYBOARD 345-10

Special Instructions:
PCT. REQ.# 1459

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		AS PER TASB BUYBOARD CONTRACT 345-10 (10/01/10 TO 9/30/2013)		
		DO NOT DUPLICATE ORDER		
1.00	EACH	CO ONE NEW VACTRON JETTER	23,000.00	23,000.00
		25HP GAS MOTOR 525 GAL WATER TANK 2000 PSI @ 15 GPM WATER SYSTEM 300' OF 3/4" JETTER HOSE SMALL UTILLITY TRAILER		
1.00	EACH	CO BUYBOARD DISCOUNT	-2,070.00	-2,070.00
1.00	EACH	CO FREIGHT AND PREP	1,150.00	1,150.00
		Account No	Encumbrance	
		1-1200-431-00-124-007-0-748	22,080.00	
			Freight	.00
			Total	22,080.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Vermeer®
Texas-Louisiana

QUOTATION

To Hidalgo County Pct # 4
Edinburg,Tx
Attn: George Guerra

Date	Salesman	Proposed Delivery Date	Terms
11-4-11	Andy Ramos	6-8 weeks	P.O.

Quantity	Description	Amount
1	New Vactron Jetter Includes :	23,000.00
	25 hp gas motor	
	525 Gal Water tank	
	2000 PSI @ 15 GPM water system	
	300' of 3/4 " Jetter Hose	
	Small Utility Trailer	
	Buyboard Discount Contract # 345-10 (-9%)	-2,070.00
	Freight and Prep	1,150.00
Total This Page (Freight, Taxes, and Other charges may be extra)		22,080.00

VAC-TRON EQUIPMENT

27137 South Hwy 33, Okahumpka, FL 34762 Phone: 1-888-822-8766 Fax: 1-352-728-2850

Date: November 4, 2011

Proposal For:

ANDY RAMOS
VERMEER TEXAS
ALAMO, TX

Cell Phone #: 956-605-1545

Proposed by:

VAC-TRON EQUIPMENT
KIM BAKER
27137 S. HWY 33
OKAHUMPKA, FL 34769
Phone: 352-728-2222 Fax: 352-728-2850

Qty.	Description	Price	Ext. Price
1	Vac-Tron Jetter 1520, 25 HP Gas Engine, 525 Gallon Water Tank, 2,000 psi @	23,000.00	23,000.00
	15 GPM, 300' of 3/4" High Pressure Jetter Hose, Small Utility Trailer		-
			-
			-
			-
			-
			-
			-
			-
As per your request, we are pleased to quote the following equipment for your application: Prices do not include freight unless specified. Sales Tax may be included when applicable. Prices quoted are only valid for 30 days.		SubTotal	$23,000.00
		Taxes	TBD
		Freight	TBD
		Total	$23,000.00

Signature: Kim Baker/Chris Jones

Comments:

THANK YOU FOR YOUR REQUEST!

BuyBoard®

Resources | Help | Email Us | Financing

Commodity Search
Vendor Search

Shopping

Reports

Utilities

Contact Us:

Phone: 800-695-2919
Fax: 800-211-5454

Log Out

Item added to shopping basket

Vendor Website

Add Approved Vendor Catalog Item - Enter Information fr

Additional Info: 9% Discount Off Vermeer Pricelist for Evacuator Vacuum Systems
Vendor: Vermeer Texas - Louisiana, Inc.
Part Number:
Quantity:
Unit of Measure:
Unit Cost: $
Discount:
Item Description:

Save

Approved Vendor Item List

Check Out

Part #	Description	Qty	UOM	Price	Ext.		
Jetter	vactron jetter	1	EA	$20,930.00	$20,930.00	Edit	Delete

[Log Out]

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The Local Government Purchasing Cooperative

For the Period 10/1/2010 to 9/30/2013

Final Catalog Award Report for Construction Eq., Road & Bridge Eq., Ditching, Trenching & Utility Eq. #345-1

67 Discount Off Catalog/pricelist for Parts on Ditching, Trenching & Utility Equipment

Vendor	Vendor Catalog Info	Percent Discount	Award
Valve Exerciser Vac, LLC	Cyclone-Vac	3%	Yes
Valve Exerciser Vac, LLC	Incline-Vac	3%	Yes
Texas Underground, Inc.	Stanley Municipal & Contractor Tools & Accessories	5%	Yes
Vermeer Texas - Louisiana, Inc.	Vermeer, Regions 1-18, 20	0%	Yes

68 Discount Off Catalog/pricelist for Repair Labor on Ditching, Trenching & Utility Equipment

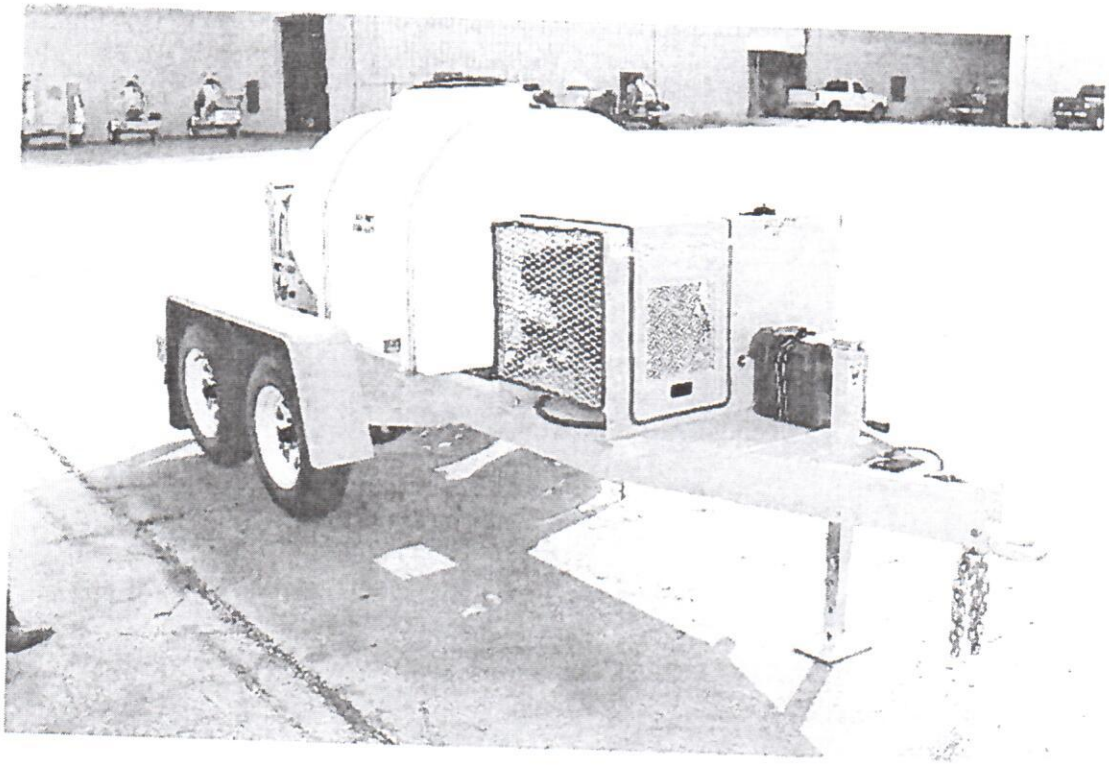
Vendor	Vendor Catalog Info	Percent Discount	Award
Vermeer Texas - Louisiana, Inc.	Vermeer, Regions 1-18, 20	0%	Yes

69 Discount Off Catalog for Fluid Mixing Systems

Vendor	Vendor Catalog Info	Percent Discount	Award
Hi-Way Equipment Company, Inc.	Astec, Regions 3-6	8% to 12%	Yes
EKA	Ditch witch	0%	Yes
Warren Cat	Godwin Water Pumps	5%	Yes
TT Technologies, Inc.	Horizontal Directional Drilling Equipment	20%	Yes
Vermeer Texas - Louisiana, Inc.	Vermeer, Regions 1-18, 20	10%	Yes

70 Discount Off Catalog for Evacuator Vacuum/Excavation Systems

Vendor	Vendor Catalog Info	Percent Discount	Award
Valve Exerciser Vac, LLC	Cyclone-Vac	3%	Yes
Texas Municipal Equipment, LLC	Cyclone-Vac	1%	No
EKA	Ditch witch	2%	Yes
E. H. Wachs Co.	E.H. Wachs pricelist	0% to 3%	Yes
Economy Drilling Solutions	Economy Drilling Solutions pricelist	14%	Yes
Valve Exerciser Vac, LLC	Incline-Vac	3%	Yes
Texas Municipal Equipment, LLC	Incline-Vac	1%	No
Vermeer Texas - Louisiana, Inc.	McLaughlin	9%	Yes
Texas Underground, Inc.	Pipehunter (Basic equipment only)	5%	Yes
Vermeer Texas - Louisiana, Inc.	Vactron	9%	Yes
Vermeer Texas - Louisiana, Inc.	Vermeer, Regions 1-18, 20	9%	Yes



AI-29654 **11. M.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for Comdata Corporation/Transmontainage Product Services, INc. to add additional fuel card(s) and/or driver(s) for: Department of Environmental Compliance .

BACKGROUND

Attachments

Fuel Credit Card Request Form

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Nielda Cavazos Started On: 11/10/2011 11:19 AM

Final Approval Date: 11/10/2011

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.

X☒**Add Vehicle Card** X☐**Add Driver Pin** ☐**Delete/ Cancel Card** ☐**Delete/Cancel Driver**

Department:	Environmental Complaince
Billing Address:	2818 S. Bus Hwy 281 Edinburg, TX. 78539
Fuel Card Manager:	Lauro Torres
	This person can not have use of the fuel card
Phone Number:	(956)292-7025 **County Email:** lauro.torres@co.hidalgo.tx.us
Web user Name:	**Password:**
Hidalgo Co Acct Number:	1-1100-413-00-125-001-0-626
Requested By:	
	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: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Martha L. Salazar, CPPB

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)	*Purchasing Dept. Use Only* **Card Number**
218-089	2006 F-150 super crew cab	1FTRW14W36FA97436	
51K-ZG8	2005 F-150 pick-up	1FTRF12W55NA55678	

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**
Martin Ramirez	06/28/1965	187097		
Ann Marie De La Fuente	11/18/1971	177512		
Oscar Omar Salinas	4/20/1969	185191		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

AI-29657 **11. N.**

CC CONSENT

Meeting Date: 11/15/2011

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

WIC Clinic in Progreso:
Requesting authorization for payment of PO# 664250 in the final amount of $25,344.20 to Alpha Building Corp awarded JOC through HCDE-Choice Facility Partners; Pursuant to action taken by CC on 9/27/2011 for proposed Repairs & Renovations to WIC Clinic in Progreso Project #2011-098-09-01-OGG.

BACKGROUND

Acct #1-1292-441-00-350-001-1-452 has been appropriated with an encumbrance of $26,094.20. Funds are to be paid before November 29, 2011. Proposed invoice is reflecting a quantative adjustment with a deduction of $750.00 on material used from the allocated contingency fee of $1500.00.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-001-1-452

FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?: NO

BUDGETARY IMPACT:

Amount available through PO#664250 in the amount of $26,094.20 as of 11/10/11 for Alpha Building Corporation.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/10/2011 12:56 PM
Erika Zamora	Erika Zamora	11/10/2011 04:06 PM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM

Form Started By: Oscar Garza Started On: 11/10/2011 11:32 AM

Final Approval Date: 11/10/2011

INVOICE

ALPHA
BUILDING CORPORATION
First Choice For Facilities Renovation & Construction

5541 Bear Lane # 201
Corpus Christi, Texas 78405
Phone 361-299-6296 Fax 361-299-6374

INVOICE
DATE: NOVEMBER 11, 2011

TO:
County of Hidalgo
Attn: PO # 664250
724 Breyfogle Road
Mission, Texas 78572

FOR:
Progresso WIC Clinic
Repair and Relocation
Alpha Building Job # 1240005

DESCRIPTION	AMOUNT
Progresso WIC Clinic – Repairs and Relocation	
Contract Price per PO # 664250	$26,094.20
Credit on Contingency Allowance ($1,500.00 total)	-$750.00
Invoiced 100%	$25,344.20
Make all checks payable to: Alpha Building Corporation Payment is due within 30 days. If you have any questions concerning this invoice, contact: Gustavo Grajales, Phone # 956-202-9079	
Thank you for your business!	
Total Invoice Amount	$25,344.20