AI-31851 **2. A.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 4-11-12

Attachments

LINE ITEM TRANSFER 04-11-12

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/11/2012 02:47 PM
Budget & Management	Merlen P. Munoz	04/11/2012 02:50 PM
JC Carreon	JC Carreon	04/11/2012 03:04 PM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Myra Montoya Started On: 04/11/2012 02:43 PM

Final Approval Date: 04/17/2012

DATE: 4/11/2012

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 2-1100-421-00-280-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
2-1100-421-00-280-001-0-	336- COMPUTER SERVICES	→	2-1100-421-00-280-001-0-	350- OTHER SERVICES	$4,000.00
TOTAL					$4,000.00

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR RECORD STORAGE FOR REMAINDER OF FISCAL YEAR.

Emilia Vargas

DEPARTMENT HEAD SIGNATURE

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

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

AI-31848 **2. B.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-423-21-280-002-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 4-11-12

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/11/2012 02:32 PM
Budget & Management	Merlen P. Munoz	04/11/2012 02:42 PM
JC Carreon	JC Carreon	04/11/2012 03:01 PM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Virginia Rodriguez Started On: 04/11/2012 02:05 PM

Final Approval Date: 04/17/2012

DATE: APRIL 11, 2012

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

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

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-423-21-280-002-0-	671-R&M SUPPLIES-BLDG.	2-1100-423-21-280-002-0-	609-AGRICULTURAL AND LANDSCAPING SUPPLIES	1,500.00

AI-31847 **2. C.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1284-423-00-280-042-0-XXX

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

BUDGETARY IMPACT:

Funds are available as of 4/11/12.

Attachments

LIT FY2010SCAAP

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/11/2012 02:44 PM
Budget & Management	Merlen P. Munoz	04/11/2012 02:49 PM
Ana Galvan	Ana Galvan	04/13/2012 10:10 AM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Maria Del Rosario Gonzalez Started On: 04/11/2012 01:31 PM

Final Approval Date: 04/17/2012

DATE: April 11, 2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: SCAAP FY2010

ACCOUNT NUMBER: 2-1284-423-00-280-042-0-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
2-1284-423-00-280-042-0-	748 - Other equipment	→	2-1284-423-00-280-042-0	665- Minor computer equip.	1,245.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
					$1,245.00

REASON: To purchase computers for jail.

Emilia Wiella

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-31845 **2. D.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 1100-423-21-280-002-0-

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available as of 04/13/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/11/2012 12:11 PM
Budget & Management	Merlen P. Munoz	04/11/2012 02:40 PM
Ana Galvan	Ana Galvan	04/13/2012 10:06 AM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Virginia Rodriguez Started On: 04/11/2012 12:06 PM

Final Approval Date: 04/17/2012

DATE: February 21, 2012

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 2-1100-423-21-280-002-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-423-21-280-002-0-604	MEDICAL AND LABORATORY SUPPLIES	2-1100-423-21-280-002-0-619	OTHER MISC. SUPPLIES	500.00
			TOTAL	$500.00

REASON: FUNDS ARE NEEDED TO COVER AN INVOICE FOR A PHYSICIAN SCALE READING.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

AI-31827 **2. E.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: ARMANDO BARRERA JR Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

2012 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 04-13-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/10/2012 04:45 PM
Veronica Ortiz	Veronica Ortiz	04/13/2012 09:41 AM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Mary Garcia Started On: 04/10/2012 04:21 PM

Final Approval Date: 04/17/2012

DATE: April 10, 2012

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 2-1100-415-15-140-001-0xxx

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

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
432	Equip&Veh R&M Srv	671	Bldg & Othr Struc R&M Supp	$750.00
584	Registration Fees	811	Licenses & Permits	$740.00
			TOTAL	$1,490.00

REASON: **To purchase necessary items to operate County office.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-31811 **2. F.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted By: Melinda Villalpando, J.P. 5, 1

Department: J.P. 5, 1

Information

CAPTION

2012 - J.P. 5/1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-069-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 4-10-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/05/2012 03:15 PM
JC Carreon	JC Carreon	04/10/2012 11:35 AM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Melinda Villalpando Started On: 04/05/2012 03:02 PM

Final Approval Date: 04/17/2012

DATE: April 4, 2012

DEPARTMENT HEAD: E. Jackson

DEPARTMENT NAME: Hidalgo County Justice of the Peace Pct. 5

ACCOUNT NUMBER: 2-1100-412-00-069-001-0-

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
529	Surety & Notary Bonds	583	Travel Out of county	250.00
535	Postage	583	Travel Out of County	150.00
584	Registration Fee	583	Travel Out of county	200.00
604	Medical & Lab Supply	583	Travel Out of county	50.00
855	Late Fees, Penalties, & fines	810	Dues & Mermberships	25.00
640	Reference Materials	583	Travel Out of county	200.00
672	Equip & Vehicle Supplies	583	Travel Out of county	250.00
			TOTAL	1,125.00

REASON: NEED TO TRANSFER MONEY JUDGE NEEDS TO ATTEND TRAINING

ESPIRIDION JACKSON

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-31849 **2. G.**

CC CONSENT

Meeting Date: 04/24/2012

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

Department: COMM. PCT. #3

Information

CAPTION

2012 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 04-13-12

Attachments

REVISED

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2012 02:17 PM
Veronica Ortiz	Veronica Ortiz	04/13/2012 09:42 AM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Norma Ceballos Started On: 04/11/2012 02:11 PM

Final Approval Date: 04/17/2012

INTRA-DEPARTMENTAL TRANSFER

DATE: April 11, 2012

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 2-1100-432-00-123-001-0

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	583	Pct #3 Sanitation- Travel Out of County	$ 700.00
421	Pct #3 Sanitation - Disposal	584	Pct #3 Sanitation- Registration Fee	$ 615.00
421	Pct #3 Sanitation - Disposal	811	Pct #3 Sanitation - Licenses Permits	$ 1,250.00
			TOTAL	$ 2,565.00

REASON: Funds needed to cover expected expenses .

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-31855 **2. H.**

CC CONSENT

Meeting Date: 04/24/2012

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

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. #4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-452-00-124-009-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 04-13-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2012 03:24 PM
Veronica Ortiz	Veronica Ortiz	04/13/2012 09:43 AM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Jr. Munoz Started On: 04/11/2012 03:17 PM

Final Approval Date: 04/17/2012

DATE: 04/23/12 **AI#**

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Parks

ACCOUNT NUMBER: 2-1100-452-00-124-009-0-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
890	Other	720	Buildings	25,000.00
			TOTAL	25,000.00

REASON:

To cover the construction of a Office/Storage Building at the Jr. "Milo" Ponce Park.

DEPARTMENT HEAD SIGNATURE

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

AI-31997 **2. I.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Margarrita Gonzalez Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: WIC

Information

CAPTION

2012 - WIC (1292)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1292-441-00-350-002-2-XXX

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

BUDGETARY IMPACT:

Funds available as of 04/19/2012.

However, a future analysis of Reg F/T salaries (obj code 113) will be done and should funds be needed at the time, funds will be provided from WIC Adm grant.

Attachments

LIT

Salary Analysis

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	04/20/2012 08:18 AM
Budget & Management	Merlen P. Munoz	04/20/2012 08:23 AM
Merlen P. Munoz	Merlen P. Munoz	04/20/2012 10:29 AM
Auditor's Office	Angela Garcia	04/20/2012 03:50 PM

Form Started By: Sylvia Solis Started On: 04/19/2012 04:35 PM

Final Approval Date: 04/20/2012

DATE: 04/04/12

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 2.1292.441.00.350.002.2

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	Account Name		ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
2.1292.441.00.350.002.2	113 F/T Employees	→	2.1292.441.00.350.002.2	211 Health Insurance	15,000.00
2.1292.441.00.350.002.2	113 F/T Employees	→	2.1292.441.00.350.002.2	212 Life Insurance	100.00
2.1292.441.00.350.002.2	113 F/T Employees	→	2.1292.441.00.350.002.2	220 FICA	33,000.00
2.1292.441.00.350.002.2	113 F/T Employees	→	2.1292.441.00.350.002.2	230 Retirement	46,400.00
2.1292.441.00.350.002.2	113 F/T Employees	→	2.1292.441.00.350.002.2	250 Unemployment Comp	500.00

Total: 95,000.00

REASON: To encumber cost that is needed.

Department Head Signature

APPROVED COMMISSIONERS COURT

/ /

Date

ATTEST COUNTY CLERK

WIC B/F PROGRAM

Salaries Analysis Worksheet

4/19/2012

Acct No: 2-1292-441-00-350-002-2-XXX

Object Code	Acct. Description	2012 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Salaries & Fringes
113	Regular Full-Time	$764,250.00	$29,394.23	12.7	$373,306.73	$354,117.27	($19,189.46)
211	Health	$133,248.00	$5,552.00	12.0	$66,624.00	$52,204.50	($14,419.50)
212	Life	$864.00	$72.00	6.0	$432.00	$362.25	($69.75)
220	FICA	$58,846.09	$2,263.31	12.7	$28,744.05	($3,687.47)	($32,431.52)
230	Retirement	$76,538.05	$2,943.77	12.7	$37,385.89	($8,900.08)	($46,285.97)
250	Unemployment	$3,845.47	$147.90	12.7	$1,878.36	$1,416.09	($462.27)
TOTAL		$1,037,591.61	$40,373.22	$68.80	$508,371.04	$395,512.56	($112,858.48)

* Please note: Grant will expire on 09/30/2012.

A future analysis of Reg F/T salaries (obj code 113) will be done and should funds be needed at the time, funds will be provided from WIC Adm grant.

AI-31893 **3. A.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Pct. 1 Drain. Improv. Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #1 CO's 2010 A & B (1342):
Approval of 2012 interdepartmental transfer from Pct. 1 Roads, program #041, to Bar Ditches, program #087, and HCCID #9 Drain Channels, program #092, in the amount of $27,000.00 to fund the Pct. 1 Drainage Improvement labor reimbursements for the month of February 2012 (PP #3-4).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-121-0XX-0-73X

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

BUDGETARY IMPACT:

program #041 --> 087 & 092 in the amount of $27,000.00 to fund the Pct. 1 Drainage Improv. labor reimbursements for the month of Feb. 2012 (PP #3-4).

Attachments

Pct. 1 Drainage transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	04/12/2012 04:27 PM
Budget & Management	Merlen P. Munoz	04/12/2012 04:29 PM
Erika Zamora	Erika Zamora	04/13/2012 01:22 PM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Ivan Cantu Started On: 04/12/2012

Final Approval Date: 04/17/2012

DATE: April 24, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 CO's 2010 A & B

ACCOUNT NUMBER: 2-1342-431-00-121-0XX-0-73X

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

2012

Interdepartmental Transfer

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
2-1342-431-00-121-041-0- 731	CO 2010 A & B-Pct. 1 Roads-	Roads	(27,000.00)
TO:			
2-1342-431-00-121-087-0- 733	CO 2010 A & B-Pct. 1-Bar Ditches-	Drainage Ditches	20,000.00
2-1342-431-00-121-092-0- 733	CO 2010 A & B-Pct. 1 HCCID #9 Channels-	Drainage Ditches	7,000.00
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To fund the Pct. 1 Drainage Improvement labor reimbursements for the month of February 2012 (PP# 3-4).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-31870 **3. B.**

CC CONSENT

Meeting Date: 04/24/2012

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 2012 interdepartmental transfer within Certificate of Obligations Series 2010A&B - Precinct #4 Drainage Improvement Project from (program 036) to Dickerson Pond (program 048 - $18,406.46), and to North Branch Drain (program 049 - $22,231.52) in the total amount of $40,637.98 to fund February 2012 Drainage Labor (PP#3&4) & Fuel Reimbursements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-124-036-0-890

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

BUDGETARY IMPACT:

Funding available as of 4-13-12
2-1342-431-00-124-036-0-890 --> 2-1342-431-00-124-0XX-0-733 $40,637.98
To fund February 2012 Drainage Labor & Fuel reimbursements.

Attachments

Interdept transfer 1342 Feb

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	04/13/2012 03:06 PM
Budget & Management	Merlen P. Munoz	04/13/2012 03:08 PM
Olga Garza	Merlen P. Munoz	04/13/2012 03:21 PM
Perla Lopez	Perla Lopez	04/13/2012 03:32 PM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Manuel Chapa Started On: 04/11/2012

Final Approval Date: 04/17/2012

DATE: April 13, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for
C.O. Pct#4 Drainage Improvement Project (1342)

AI# 31870

ACCOUNT NUMBER: 2-1342-431-00-124-XXX-0-XXX

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

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
2-1342-431-00-124-036-0-890	CO2010A&B-PCT4 DRAIN IMPROV-OTHER	(40,637.98)
2-1342-431-00-124-048-0-733	CO2010A&B-PCT4 DICKERSON POND-DRAINAGE DITCHES	18,406.46
2-1342-431-00-124-049-0-733	CO2010A&B-PCT4 NORTH BRANCH DRAIN-DRAINAGE DITCHES	22,231.52
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Interdepartmental transfer to programs 048 & 049 to fund Pct#4 Drainage Improvement Projects - February 2012 Payroll (PP 3 & 4) & Fuel Reimbursements.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-31858 **3. C.**

CC CONSENT

Meeting Date: 04/24/2012

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

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4 Administration:
Approval of 2012 interdepartmental transfer from Pct #4 Road Maint (007) to Pct. #4 Administration (005) in the amount of $5,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-124-007-0-739

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

BUDGETARY IMPACT:

Funding available as of 4-12-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2012 03:40 PM
Manuel Chapa	Manuel Chapa	04/12/2012 07:57 AM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Jr. Munoz Started On: 04/11/2012 03:35 PM

Final Approval Date: 04/17/2012

DATE: April 23, 2012

2012
Transfer

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4
Road Maintance

ACCOUNT NUMBER: 2-1200-431-00-124-007-0-XXX

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:		
2-1200-431-00-124-007-0-739	**Pct 4 Rd Maint - Other Structures**	**($5,000.00)**
To:		
2-1200-431-00-124-005-0-601	**Pct. 4 Administration - Office & Computer Supplies**	**$2,000.00**
2-1200-431-00-124-005-0-584	**Pct. 4 Administration - Registration Fees**	**$3,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer to cover day to day operations.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-31986 **3. D.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Monica Badillo Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co Wide Law Enforcement (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm-Contingency to Co Wide Law Enforcement in the amount of $3,302.00 to fund increase in annual contract with Breath Test Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-4XX-00-115-0XX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 4/19/12.

Attachments

Interdept transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/19/2012 11:24 AM
Ivan Cantu	Ivan Cantu	04/19/2012 01:25 PM
Auditor's Office	Arcilia Duran	04/19/2012 05:47 PM

Form Started By: Erika Zamora Started On: 04/19/2012 09:59 AM

Final Approval Date: 04/19/2012

DATE: April 24, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co Wide Law Enforcement

ACCOUNT NUMBER: 2-1100-4XX-00-115-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
2-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(3,302.00)
TO			
2-1100-421-00-115-011-0- 350	CO WIDE LAW ENF	OTHER SERVICES	3,302.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:
To fund increase in contract with Breath Test Services approved by CC on 2/21/12 AI-30711.

SIGNATURE

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

AI-31984 **3. E.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Monica Badillo Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Donna Museum (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm-Contingency to Donna Museum in the amount of $40,000.00 to fund funding agreement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-4XX-XX-1X5-0XX-0-8XX

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

BUDGETARY IMPACT:

Funds available as of 4/19/12.

Attachments

Interdept transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/19/2012 11:21 AM
Sylvia Solis	Sylvia Solis	04/20/2012 09:51 AM
Auditor's Office	Angela Garcia	04/20/2012 03:50 PM

Form Started By: Erika Zamora Started On: 04/19/2012 09:50 AM

Final Approval Date: 04/20/2012

DATE: April 24, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Donna Museum

ACCOUNT NUMBER: 2-1100-4XX-XX-1X5-0XX-0-8XX

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			
2-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(40,000.00)
TO			
2-1100-451-32-125-022-0- 843	DONNA MUSEUM	AID TO NONGOVT AGENCY	40,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund funding agreement with Donna Museum.

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-31983 **3. F.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Monica Badillo Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Historical Museum (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm-Contingency to Historical Museum in the amount of $100,000.00 to fund funding agreement between Hidalgo County and Museum of South Texas History for the renovation of the original 1910 Hidalgo County Jail (approved by CC 3/27/12).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-4XX-XX-1X5-0XX-0-89X

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

BUDGETARY IMPACT:
Funds available as of 4/19/12.

Attachments

Interdept Trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/19/2012 11:21 AM
Ivan Cantu	Ivan Cantu	04/19/2012 01:51 PM
Auditor's Office	Angela Garcia	04/20/2012 03:50 PM

Form Started By: Erika Zamora Started On: 04/19/2012 09:45 AM

Final Approval Date: 04/20/2012

DATE: April 24, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Historical Museum

ACCOUNT NUMBER: 2-1100-4XX-XX-1X5-0XX-0-89X

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			
2-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(100,000.00)
TO			
2-1100-451-32-125-021-0- 890	HISTORICAL MUSEUM	OTHER	100,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To fund museum funding agreement between Hidalgo County and the Museum of South Texas History for the Renovation of Original 1910 Hidalgo County Jail approved by CC on 3/27/12 AI-31631**

SIGNATURE

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

AI-31956 **3. G.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Monica Badillo Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Executive Office (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Executive Office in the amount of $2,000.00 to fund vehicle repairs.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-41X-00-1X5-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 4/18/12.

Attachments

Interdept Trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/18/2012 01:00 PM
Ivan Cantu	Ivan Cantu	04/18/2012 03:25 PM
Auditor's Office	Arcilia Duran	04/19/2012 05:47 PM

Form Started By: Erika Zamora Started On: 04/18/2012 11:21 AM

Final Approval Date: 04/19/2012

DATE: April 24, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Executive Office

ACCOUNT NUMBER: 2-1100-41X-00-1X5-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
2-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(2,000.00)
TO			
2-1100-413-00-125-001-0- 432	EXECUTIVE OFFICE	EQUIP & VEH R&M SRV	2,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund vehicle repairs.

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-31955 **4. A.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

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

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 04-24-12

Pct 2 & 4 Cert Plat & Utility Status 04-24-12

Pct 3 Water Service Availability 04-24-12

Pct 3 Cert Plat & Utility Status 04-24-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/18/2012 11:07 AM
Olga Garza	Olga Garza	04/18/2012 02:24 PM
Auditor's Office	Arcilia Duran	04/19/2012 05:46 PM

Form Started By: Irma Castillo Started On: 04/18/2012 10:57 AM

Final Approval Date: 04/19/2012

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	YANELI ORTIZ	1-8892
2.	ANGELICA GUILLEN	1-8886
	COMM. COURT:APRIL 24, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-8892

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: Yaneli E. Ortiz

Address: 2700 Lott. Rd. Donna, TX. 78537.

Phone: (956) 756-3622

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

Water Supplier: NMWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Shilo #2 lot #30,

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 04-07-08);

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

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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956-973-7850

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

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

Precinct (1) 2 3 4

Application No: 1-8892

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: Yaneli E. Ortiz

Address: 2700 Lott Rd.
Donna, Tx. 78537.

Phone: (956)-756-3622

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

Shilo #2 lot # 30

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Yaneli E. Ortiz
Requesting Party (Signature)

04/18/2012
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:

4/1/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8892
Apr. 18, 2012

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

S3255-02-000-0030-00

[1] OWNER: MARTINEZ, ANICETO
ORTIZ, YANELI
2700 LOTT RD.
DONNA, TX 78537
Telephone No. 223-8501

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 840 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
SHILO #2 LOT #30

LOCATION: 0 FM 88 & MILE 12 1/2

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

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

Prepared by — Date: 4/18/12

Approved by: Jonathan Isidro — Date: 4/12/12

x Yaneli E. Ortiz — Signature of Owner or Applicant — Date: x 04/18/2012

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

DEED OF TRUST

Date: March 7, 2012

Grantor: Anacleto Martinez and Yaneli Ortiz
Grantor's Mailing Address (including county):
2700 Lott Road
Dona , Texas 78537
Hidalgo County, Texas

Trustee: Ricardo Lee Salinas
Trustee's Mailing Address (including county):
2011 N Conway
Mission Tx 78572
Hidalgo County, Texas

Beneficiary: El Toro Builders, Inc., a Texas Corporation
Beneficiary's Mailing Address:

500 E 9TH St
Mission, Texas 78572

Note:

Date: March 7, 2012
Amount: Thirty-Four Thousand Nine Hundred and 0/100 Dollars ($34,900.00)
Maker: Anacleto Martinez and Yaneli Ortiz
Payee: El Toro Builders, Inc., a Texas Corporation

Property (including any improvements):

Lot(s) 30, 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

Other 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;
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, 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.

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

Grantor and Beneficiary covenant and agree as follows:

1. Payment. Grantor shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Deed of Trust shall be made in U.S. currency. However, if any check or other instrument received by Beneficiary as payment under the Note or this Deed of Trust is returned to Beneficiary unpaid, Beneficiary may require that any or all subsequent payments due under the Note and this Deed of Trust be made in one or more of the following forms, as selected

15. Tax and Insurance Reserve. Upon the written request of Beneficiary in Beneficiary's sole discretion at any time, Grantor agrees to create a fund or reserve for the payment of all insurance premium and/or taxes and assessments against or affecting the Property by paying to Beneficiary, with each installment payment under the Note prior to the maturity of the Note, a sum equal to: (i) the amount authorized to be escrowed under applicable federal law; or, if no federal law is applicable to maintaining escrow accounts with respect to the Property, (ii) (a) premiums that will next become due and payable on the hazard insurance policies covering the Property, or any part thereof, (b) plus, if Beneficiary so requests, taxes and assessments next due on the Property, or any part thereof, as estimated by Beneficiary, (c) plus, if Beneficiary so requests, all sums previously advanced by Beneficiary for taxes and/or insurance on the Property, (d) less all sums paid previously to Beneficiary therefor, divided by the number of installment payments to be made before one month prior to the date when such premiums, taxes and/or assessments will become delinquent; such sums to be held by Beneficiary, without interest, unless interest is required by applicable law, for the purpose of paying such premiums, taxes and/or assessments. Any excess reserve shall be handled as required by applicable federal law, or if federal law does not govern the disposition of such excess reserve, then at the discretion of Beneficiary, such excess reserve will be credited by Beneficiary on subsequent reserve payments or subsequent payments to be made on the note. Any deficiency shall be paid by Grantor to Beneficiary as required by applicable federal law, or if federal law does not apply to maintaining escrow accounts with respect the Property, before one month prior to the date when such premiums, taxes and assessments shall become delinquent. Unless prohibited by federal law, transfer of legal title to the Property shall automatically transfer the interest of Grantor in all sums deposited with Beneficiary under the provisions hereof or otherwise.

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

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust.

Anacieto Martinez

Yaneli Ortiz

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 20 day of March , 2012, by Anacieto Martinez .

Notary Public, State of Texas

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 20 day of March , 2012, by Yaneli Ortiz .

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

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

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: 1-8886

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: Angelica Guillen

Address: 100 Watercrest Apt 1103 Mercedes, TX

Phone: 956-376-6647

Water Supplier: North Alamo

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Colonia Lucero Del Norte lot #9,

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 11-5-07);

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

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT
County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-8886

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: Angelica Guillen

Address: 100 La Herencia dr. apt 103
Mercedes, TX

Phone: 956-370-6047

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

Colonia Lucero Del Norte lot #9

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Angelica Guillen
Requesting Party (Signature)

4-16-2012
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:

4/17/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8886
Apr. 16, 2012

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

C7380-00-000-0009-00

[1] OWNER: GUILLEN, ANGELICA M.

100 LA HERENCIA DR. 163
MERCEDES TX. 78596
Telephone No. 854-1595

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 900 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
COLONIA LUCERO DEL NORTE PH 1
LOT 9

LOCATION: 0 FM 1015 & MILE 11

[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:35' SIDE:6'
MIN. ELEV. ABOVE TOP 18"

Prepared by — Date: 4/11/12

Approved by: JONATHAN ISIDRO — Date: 4/11/12

Signature of Owner or Applicant: Angelica Mull — Date: 4-11-2012

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480239

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.

DEED OF TRUST

COPY

Date: **January 20, 2012**

Grantor: **ANGELICA M. GUILLEN**

Grantor's Mailing Address (including county): **100 La Herencia Dr. Apt # 163**
Mercedes, Texas 78570
Hidalgo County

Trustee: **LOUIS C. BROWN**

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

Beneficiary: **FIVE L DEVELOPMENT, Ltd.**

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

Note(s)

Date: **January 20, 2012**

Amount: **TWENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS ($27,500.00)**

Maker: **ANGELICA M. GUILLEN**

Payee: **FIVE L DEVELOPMENT, Ltd.**

Final Maturity Date: **January 20, 2027**

Terms of Payment (optional): **Principal and interest shall be due and payable in monthly installments of Three Hundred Sixty-Six and 24/100ths DOLLARS ($366.24) each, payable on the 20th day of each and every calendar month, beginning February 20, 2012 and continuing regularly thereafter until January 20, 2027, on which last mentioned date the entire unpaid balance of principal and interest then owing shall become immediately due and payable. The interest being calculated on the unpaid principal to the date of each installment paid and the payment made credited first to the discharge of the interest accrued and the balance to the reduction of the principal.**

Property (including any improvements):

Lot Nine (09), COLONIA LUCERO DEL NORTE SUBDIVISION, Hidalgo County, Texas, according to the Re-Plat Map recorded in Volume 54, Page 63, Map Records of Hidalgo County, Texas, reference to which is here made for all purposes.

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

Other Exceptions to Conveyance and Warranty:

1. **A lien securing a promissory note (the "Prior Note "), dated September 15, 2005, which is described in and secured by a Deed of Trust filed for record under Document No. 1527360, of the Official Records of Hidalgo County, Texas, and all renewals, extensions, transfers or alterations thereof;**
2. **The prior reservations or conveyance of all oil, gas and other minerals, which have heretofore been reserved or conveyed by prior grantors;**
3. **Easements of record;**
4. **Oil, gas and mineral reservations of record;**
5. **All valid oil, gas and mineral leases of record;**
6. **Blanket easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9 and easements as shown on the recorded map of the above described subdivision.**

COPY

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

Grantor's Obligations

Grantor agrees to:

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

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Beneficiary from Grantor with respect to the obligation or this Deed of Trust may, at Beneficiary's discretion, be applied first to amounts payable under this Deed of Trust and then to amounts due and payable to Beneficiary with respect to the Note, to be applied to late charges, principal, or interest in the order Beneficiary in its discretion determines.
5. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.
6. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which is must be cured, as may be required by law or by written agreement, then Beneficiary may:
   a. declare the unpaid principal balance and earned interest on the note immediately due;
   b. direct Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
   c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.
7. Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

Trustee's Rights and Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty and without representation or warranty, expressed or implied, by Trustee;
3. from the proceeds of the sale, pay, in this order:
   a. expense of foreclosure, including a commission to Trustee of 5% of the bid;
   b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
   c. any amounts required by law to be paid before payment to Grantor; and
   d. to Grantor, any balance.
4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

General Provisions

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums. Grantor will immediately give Beneficiary notice of any actual or threatened proceedings for condemnation of all or part of the property.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The term note includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.
11. This deed of trust binds, benefits and may be enforced by the successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term Grantor shall include Maker.
13. Upon Beneficiary's request, Grantor agrees to make an initial deposit in a reasonable amount to be determined by Beneficiary and then make monthly payments to a fund for taxes and insurance premiums on the Property. Monthly payments will be made on the payment dates specified in the Note, and each payment will be one-twelfth of the amount that Beneficiary estimates will be required annually for payment of taxes and insurance premiums. The fund will accrue no interest, and Beneficiary will hold it without bond in escrow and use it to pay the taxes and insurance premiums. If Grantor has complied with the requirements of this paragraph. Beneficiary must pay taxes before delinquency. Grantor agrees to make additional deposits on demand if the fund is ever insufficient for its purpose. If an excess accumulates in the fund, Beneficiary may either credit it to future monthly deposits until the excess is exhausted or refund it to Grantor. When Grantor makes the final payment on the Note. Beneficiary will credit to that payment the whole amount then in the fund, or, at Beneficiary's option refund it after the Note is paid. If this deed of trust is foreclosed, any balance in the fund over that needed to pay taxes, including taxes accruing but not yet payable, and to pay insurance premiums will be paid under part C, "Trustee's Rights and Duties." If the Property is transferred, any balance then in the fund will still be subject to the provisions of this paragraph and will inure to the benefit of the transferee. Deposits to the fund described in this paragraph are in addition to the monthly payments provided for in the Note.
14. Grantor and each surety, endorser, and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.
15. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Beneficiary's rights under this deed of trust if this deed of trust is placed in the hands of an attorney, for enforcement.
16. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
17. Grantor represents that this deed of trust and the note are given for the following purposes:

The indebtedness, the payment of which is hereby secured, is in part payment of the purchase price of the real property herein described, and is also secured by a vendor's lien thereon retained in deed of even date herewith to the undersigned, and this Deed of Trust is given as additional security for the payment of said indebtedness.

If Grantor transfers any part of the Property without Beneficiaries prior written consent, Beneficiary may declare the Obligation immediately payable and invoke any remedies provided in this deed of trust for default. If the Property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the Property; (b) creation of a purchase-money security interest for household appliances; © transfer by devise, descent, or operation of law on the death of a co-grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantor or between co-Grantors; (f) transfer to a relative of Grantor on Grantor's death; (g) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental Property settlement agreement by which the spouse of Grantor becomes an owner of the Property; or (h) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the Property.

Grantor covenants and agrees to deliver to Beneficiary in February of each calendar year, beginning in February following the date of this Deed of Trust, tax receipts showing all taxes for the previous year have been fully paid and satisfied and in the event Grantor fails to do so, Beneficiary, at its option, may declare a default under the Deed of Trust.

ANGELICA M. GUILLEN

COPY

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 9th day of April, 2012, by ANGELICA M. GUILLEN.

Maribel Ortiz
Notary Public, State of Texas
My Commission Expires:
November 22, 2014

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

Notary's commission expires:

COPY

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

Notary's commission expires:

AFTER RECORDING RETURN TO:
FIVE L DEVELOPMENT, Ltd.
P. O. Box 631
MISSION, TEXAS 78573

On-Site Sewage Inspection Report

Owner: Parks [illegible] Permit #: [illegible]

Address: Laird Addition Phone #:

Location: [illegible] Lot 5 No. Bedrooms: 3

Tank Type: Concrete

Inside diameter: 5

Inside length of sides: 5'

Liquids depth or distance from tank bottom to outlet bottom: 4'

Airspace (approximately): 3"

Approximate gallon cap.: 1500 - Inspection

COPY

Drain Field: Trench [illegible] Bed: Evapotranspiration:

Distance from private well: N/A

Distance from foundation: To tank: 10' To drainfield: 10'

Distance from property line: To tank 5' To drainfield: 17'

Depth of Trench: 36" Width of trench: 36"

Backfill material: Ib: II: III: [illegible]

Dimensions: 240' X 5' = 1200 Sq. Ft.

Gravel: Natural: Crushed: Washed: [illegible]

Amount: 24 yards, or Tons (per installation)

Pipe: Type: [illegible] Brand (if known): Number of feet: 170'

General conditions and Workmanship:

Solid Lines from house schedule 40 and have cleanout	☑ YES	☐ NO
T's installed in tank at least 25% of liquid level	☑ YES	☐ NO
Trench or bed bottom essentially level	☑ YES	☐ NO
Gravel generally consistent 12" depth throughout field	☑ YES	☐ NO
Perforated pipe generally level throughout field	☑ YES	☐ NO
Porous media uniform (.72-2.0 inches)	☑ YES	☐ NO
Inlet and outlet flow clearly marked	☑ YES	☐ NO
Port holes 12" in diameter	☑ YES	☐ NO
Are end caps provided if drainfield not looped	☑ YES	☐ NO
Septic tank sturdy/water-tight	☑ YES	☐ NO
Geo-textile fabric used for the permeable soil barrier	☑ YES	☐ NO
Manufacturer's name address & tank capacity clearly visible	☑ YES	☐ NO

Installer: [illegible] Gonzalez License No.: 1350

Remarks:

Inspector: [illegible] Date: 2.5.07

D.R. Lic. # 20131

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Melissa K. Valle C/O Ramiro Ramirez	4-11360
2.	Chris Ryan Homes & Investments, LLC	4-11481
3.	Francisco Chavez	4-11462
	COMM. COURT: April 24, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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Precinct No.3 Substation
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Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 3 (4)

Application No: 4-11360

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: c/o Melissa K. Vallejo

Address: 2803 Imperial Lane
Edinburg Tx 78542

Phone: (956) 926-9577

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:	Elect -	49029
Date Approved:	3/29/12	4/17/12

Water Supplier: NA

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

Account/ESI No.: # 262775-001

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Palace Station PH II Lot #40,

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

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

(yes) A plat has been prepared;

(yes) A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-14-12);

(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 Hayi Cantu);

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; 3-28-12 (verified by _____);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; 3-28- (verified by _____);

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-973-7850

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: 4-11360

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: Melissa K. Valle

Name: c/o Ramon Ramirez

Address: 2803 Imperial Lane / palace station Lot # 40 phase II
Edinburg Tx 78542

Phone: (956) 926-9577

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

Palace STATION PH II LOT. 40

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Melissa K. Valle.

c/o Melissa Valle — Requesting Party (Signature)

3/28/12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

4/7/12 — **Date**

David Castillo — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11360
Mar. 2, 2012

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

P0024-02-000-0040-00

[1] OWNER: VALLE, MLISSA KIMBERLY

2503 IMPERIAL LN.
EDINBURG, TX. 78539
Telephone No. 280-1594

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,225 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
PALACE STATION #2 LOT 40

LOCATION: 0 CANTON & TOWER

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

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

Alma C. Castillo — Prepared by — 3-2-12 Date

Alma Hernandez — Approved by — 2-24-12 Date

Melissa Valle — Signature of Owner or Applicant — 3/2/12 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0475C
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.

RE: Lot 40, Palace Station Subdivision Phase II, Hidalgo County, Texas, V 52, Pgs 40-42, Map Records

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

Special Warranty Deed with Vendor's Lien

1. Date: February 8, 2012

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

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

4. Grantee: MELISSA KIMBERLY VALLE

5. Grantee's Mailing Address: 4411 Fe Drive, Edinburg, Hidalgo County, Texas 78539

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of Twenty Nine Thousand Four Hundred and No/100ths Dollars ($29,400.00) 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 Forty (40), Palace Station Subdivision Phase II, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 52, Pages 40-42, 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 2012 and subsequent years.
   E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.
   F. Restrictive covenants of record under Document # 1729374, Official Records, Hidalgo County, Texas.

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. 1724095, 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 Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):

RE: Lot 40, Palace Station Subdivision Phase II, Hidalgo County, Texas, V 52, Pgs 40-42, Map Records

K. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.

L. Grantor represents that this deed of trust and the note are given for the following purposes:

Purpose of Debt: The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured by this Deed of Trust and by a Vendor's Lien on the Property, which is expressly retained in a Deed to Grantor even date. This Deed of Trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this Deed of Trust.

17. Due on Sale Clause: Any sale or conveyance or transfer is made of all or any portion of the property without prior written consent of beneficiary, then beneficiary may, at its election, accelerate the maturity of the note and demand full payment of the balance of all principal and interest remaining due thereon.

18. Escrows for Taxes : Grantor agrees to make an initial deposit in a reasonable amount to be determined by Beneficiary and then monthly payments to a fund for taxes on the property. Monthly payment will be made the payment dates specified in the note, and each payment will be one-twelfth of the amount that Beneficiary estimates will be required annually for payment of taxes. The fund will accrue no interest and Beneficiary will hold it without bond in escrow and use it to pay the taxes. If Grantor has complied with the requirements of this paragraph, Beneficiary must pay taxes before the end of the calendar year. Grantor agrees to make additional deposits on demand if the funds is ever insufficient for its purpose. If an excess accumulates in the fund, Beneficiary may either credit it to future monthly deposits until the excess is exhausted or refund it to Grantor. Before Grantor makes the final payment on the note, Beneficiary will credit to that payment the whole amount then in the fund, or at Beneficiary's option, refund it after the note is paid. If this deed of trust is foreclosed, any balance in the fund over that needed to pay taxes, including taxes accruing but not yet payable, under Paragraph 3, "Trustee's Duties". If the property is transferred, any balance then in the fund will still be subject to the provisions of this paragraph and will inure to the benefit of the transferee. Deposits to the fund described in this paragraph are in addition to the monthly payments provided for in the note.

19. AD VALOREM TAXES LANGUAGE: Without the express written consent of Beneficiary , the owner shall not enter into any arrangements with any third party for the payment of AD VALOREM TAXES that would grant that third party a lien on the property.

20. Signatures of Grantors:

MELISSA KIMBERLY VALLE

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 9th day of Feb, 2012, by MELISSA KIMBERLY VALLE.

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

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: 4-11481

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	~~Final Service~~
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	1 1	4/17/12

Name: Chris Ryan Homes & Investments, LLC.

Address: 4810 N. Raul Longoria
Suite #1
San Juan, TX 78589

Phone: 956-929-1212

Water Supplier: NAWSC

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

Account/ESI No.: 150063-060

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Lot #183 Trenton Manor Unit 2, Phase 3 Edinburg, TX 78539,
4514 Twin Circle

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 02-06-02);
YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by _____);
YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);
NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);
YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

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

ATTEST: _____ _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
1902 Joe Stephens Ave.
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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: _____

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: Chris Ryan Homes & Investments, LLC.

Address: ~~4870~~ 4514 Twin Circle
Edinburg, TX 78539

Phone: 956-929-1212

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

Lot # 183, Taunton Manor Unit 2 Phase 3, Edinburg, TX 78539

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X _____
Requesting Party (Signature)

4/17/2012
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

04/10/12
Date

_____
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11481
Apr. 12, 2012

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

T6842-02-000-0183-00

[1] OWNER: CHRIS RYAN HOMES & INV.LLC

22209 URESTI ST.
EDINBURG, TX 78539-8518
Telephone No. 929-1212

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,871 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
TRENTON MANOR UT 2 PH 3 LOT 18

LOCATION: 0 TRENTON & IRD

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' NORTH SIDE 10' REAR 29.60 20%
SOUTH SIDE 6'

Hon O. Castillo — Prepared by — 4-10-12 — Date

Aaron Hernandez — Approved by — 4-05-12 — Date

Signature of Owner or Applicant — 4/12/2012 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 0425 C Pct: 4
Community No.: 480334

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

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

General Warranty Deed

Date: DECEMBER 5, 2011

Grantor: EBONY LEE DE LA LUZ

3270169

Grantor's Mailing Address: _____

_____

Grantee: CHRIS RYAN HOMES & INVESTMENTS, LLC

Grantee's Mailing Address: 22209 URESTI ST.
EDINBURG, TEXAS 78542
HIDALGO COUNTY

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

Property (including any improvements):

Lot One Hundred Eighty Three (183), TRENTON MANOR UNIT NO. 2 PHASE III, an addition to the City of Edinburg, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 39, Pages 73-75, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

a. Restrictive covenants as recorded in Volume 1814, Page 248, Deed Records; Document No. 1071732, Official Public Records; and Volume 39, Pages 73-75, Map Records, Hidalgo County, Texas.

b. Standby fees, taxes and assessments by any taxing authority for the year 2012, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

c. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 2, pursuant to applicable sections of the Texas Water Code.

d. Rights of claims by Hidalgo County Irrigation District No. 2 to any portion of property lying within canal and/or drain ditch easements and/or rights of way located on the property.

e. Easements and reservations as shown according to the map or plat thereof recorded in Volume 39, Pages 73-75, Map Records, Hidalgo County, Texas.

f. Fifteen foot (15') Electrical & Utility Easement along the rear as shown according to the map or plat thereof recorded in Volume 39, Pages 73-75, Map Records, Hidalgo County, Texas.

g. Five foot (5') Drainage Easement along the North Side of said Lot as shown according to the map or plat thereof recorded in Volume 39, Pages 73-75, Map Records, Hidalgo County, Texas.

h. Twenty-five foot (25') Minimum Bldg Setback Line along the front as shown according to the map or plat thereof recorded in Volume 39, Pages 73-75, Map Records, Hidalgo County, Texas.

i. Twenty percent (20%) Minimum Bldg Setback Line, not to exceed 40.00' along the rear as shown according to the map or plat thereof recorded in Volume 39, Pages 73-75, Map Records, Hidalgo County, Texas.

j. Six foot (6') Minimum Bldg Setback Line along the sides as shown according to the map or plat thereof recorded in Volume 39, Pages 73-75, Map Records, Hidalgo County, Texas.

k. Eighteen foot (18') Garage Line as shown according to the map or plat thereof recorded in Volume 39, Pages 73-75, Map Records, Hidalgo County, Texas.

l. Right of way Easement dated March 25, 1974, executed by J.D. Reavis to Hidalgo County, recorded in Volume 1400, Page 829, Deed Records, Hidalgo County, Texas.

m. Easement granted in Judgment dated April 23, 1981, under Cause No. 894-B, to Central Power & Light Company, as set forth in Judgment recorded in Volume 1725, Page 577, Clerk's File No. 17523, Deed Records, Hidalgo County, Texas.

n. Right of way Easement dated December 17, 1981, executed by McAlpine Diamond Dealers, Inc., to North Alamo Water Supply Corporation, recorded in Volume 1759, Page 481, Official Records, Hidalgo County, Texas.

o. Right of way Easement dated September 30, 1986, executed by McAllen State Bank to Hidalgo County Irrigation District No. 2, recorded in Volume 2348, Page 705, Official Records, Hidalgo County, Texas.

p. Right of way Easement dated March 25, 1974, executed by McAllen State Bank to Hidalgo County Irrigation District No. 2, recorded in Volume 2348, Page 712, Official Records, Hidalgo County, Texas.

q. Right of way Easement dated April 1, 1999, filed September 7, 1999, executed by Hidalgo County Irrigation District No. 2 to Reliant Energy Field Services, Inc., recorded under Document No. 804510, Official Records of Hidalgo County, Texas.

r. Right of way Easement dated March 16, 1999, filed September 7, 1999, executed by Concepcion C. Manrique, et al, to Reliant Energy Field Services, Inc., recorded under Document No. 804515, Official Records of Hidalgo County, Texas.

s. Oil, Gas and Mineral Lease dated October 28, 1987, recorded in Volume 2530, Page 153, Official Records, Hidalgo County, Texas.

t. Oil, Gas and Mineral Lease dated January 24, 1996, filed February 29, 1996, recorded under Document No. 507079, Official Records, Hidalgo County, Texas.

u. Oil, Gas and Mineral Lease dated December 14, 1998, filed December 15, 1998, recorded under Document No. 733015, Official Records, Hidalgo County, Texas.

v. Oil, Gas and Mineral Lease dated August 14, 2001, filed November 7, 2001, executed by Ila Mae Haddock, Individually and as Trustee of the Ira Haddock Testamentary Trust to Samson Lone Star Limited Partnership, recorded under Document No. 1023101, Official Records of Hidalgo County, Texas, together with all rights incident to the owners and lessees of the minerals.

w. Mineral reservations and/or conveyances as set forth in instrument dated March 29, 1979, recorded in Volume 1363, Page 565, Deed Records, Hidalgo County, Texas.

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

Public Records.

y. Zoning and building ordinances in favor of the City of Edinburg.

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

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

E. de la Luz

EBONY LEE DE LA LUZ

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 3rd day of January 2012 ~~2011~~, by EBONY LEE DE LA LUZ.

NOTARY PUBLIC, STATE OF TEXAS

YVETTE LONGORIA
Notary Public, State of Texas
My Commission Expires
09/16/2012

PREPARED BY:
SLUSHER & ASSOCIATES, PLLC
4900 N. 10TH, STE, F-3
McALLEN, TEXAS 78504
GF# 112422327

AFTER RECORDING, RETURN TO:

CHRIS RYAN HOMES & INVESTMENTS, LLC
22209 URESTI ST.
EDINBURG, TEXAS 78542

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: 4-11462

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:		45390
Date Approved:	4/16/12	4/16/12

Name: Francisco Chavez

Address: 2922 Penelope Rd Edinburg, TX 78542

Water Supplier: NAWS

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

Phone: 956-457-89-72

Account/ESI No.: 202313-004

[ ] Temporary Pole [ ] Permanent Service

M.H.

regarding the land described as: Guera's Acres Lot 7,

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 2-26-08);

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

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 4/16/12);

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 4/16/12);

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

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

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

Precinct 1 2 3 (4)

Application No: 4-11462

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: Francisco Chavez

Address: 2992 Penelope Rd
Edinburg TX 78542

Phone: 956-457-89-72

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

GUERRA'S ACRES LOT-7

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: 04-10-12

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_/_ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
_/_ Other (describe) Copy of Permit

This part to be filled out by receiving county official:

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

04-10-12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11462
Apr. 5, 2012

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

G9557-00-000-0007-00

[1] OWNER: CHAVEZ, FRANCISCO & SANDRA

2609 DOS ARBOLITOS
SAN JUAN, TX. 78589
Telephone No. 437-8972

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 560 Sq. Ft.

[6] USE OF BUILDING: RES X-44

[7] LEGAL DESC./NAME OF SUBDIVISION
GUERRA'S ACRES LOT 07

LOCATION: 0 ALAMO & ROGERS

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: META

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

[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 15' N SIDE 15' S SIDE 6'
FINISH FLOOR ELEV. 18' ABOVE CENTER OF ST.

Prepared by — Date: 4-5-12

Approved by — Date: 4-5-12

Signature of Owner or Applicant — Date: 4/5/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

Recorded On:2010 Feb 01 As:2071511

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

WARRANTY DEED WITH VENDOR'S LIEN

DATE: January 27, 2010

GRANTOR: JAMES WARD, A SINGLE MAN
GRANTOR'S MAILING ADDRESS (including county): 1908 Tangelo Circle, Harlingen, Cameron County, Texas 78552

GRANTEE: FRANCISCO CHAVEZ AND WIFE, SANDRA CHAVEZ
GRANTEE'S MAILING ADDRESS (including county): 2609 Dos Arbolitos, San Juan, Hidalgo County, Texas 78589

CONSIDERATION: Ten and No/100 ($10.00) Dollars and the execution and delivery by Grantee of a certain promissory note of even date herewith in the principal amount of $38,000.00 payable to the order of Grantor. The payment of the note is additionally secured by a Deed of Trust of even date herewith to Michael J. Daley, Trustee. The vendor's lien herein retained shall serve as additional security for the payment of the above described note.

PROPERTY:
TRACT I:
LOT SEVEN (7), GUERRA'S ACRES SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

TRACT II:
A TRACT OF LAND OUT OF LOT 6, SECTION 252, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS OF HIDALGO COUNTY, TEXAS:

BEGINNING AT A POINT BEING THE POINT OF INTERSECTION OF THE WEST LINE OF SAID LOT 6, SECTION 252, AND THE RIGHT OF WAY LINE OF ROGERS ROAD FOR THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT. SAID POINT BEARS NORTH 09 DEGREES 05 MINUTES 00 SECONDS EAST, 30.00 FEET FROM A FOUND SIXTY PENNY NAIL (60D) BEING THE SOUTHWEST CORNER OF SAID LOT 6, SECTION 252;

THENCE, NORTH 09 DEGREES 05 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF LOT 6, SECTION 252, PASS AT 10.00 FEET TO A FOUND ONE-HALF (½') INCH IRON ROD AND CONTINUING FOR A TOTAL DISTANCE OF 159.98 FEET TO A FOUND ONE-HALF ½') INCH IRON ROD FOR THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, SOUTH 80 DEGREES 55 MINUTES 00 SECONDS EAST, 145.22 FEET PARALLEL TO THE SOUTH LINE OF SAID LOT 6, SECTION 252, TO A FOUND ONE-HALF (½') INCH IRON ROD FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, SOUTH 09 DEGREES 05 MINUTES 00 SECONDS WEST, PARALLEL TO THE WEST LINE OF SAID LOT 6, SECTION 252, PASS AT 149.98 FEET TO A FOUND ONE-HALF (½') IRON ROD AND CONTINUING FOR A TOTAL DISTANCE OF 159.98 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ROGERS ROAD FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, NORTH 80 DEGREES 55 MINUTES 00 SECONDS WEST, 145.22 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE OF ROGERS ROAD, BEING PARALLEL TO THE SOUTH LINE OF LOT 6, SECTION 252, TO THE POINT OF BEGINNING AND CONTAINING 0.53 OF AN ACRE (23,232 SQUARE FEET) OF LAND, MORE OR LESS.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

SUBJECT TO mineral reservations of record;
SUBJECT TO Oil, Gas and Mineral Leases of record, if any;
SUBJECT TO rules, regulations, rights of way and easements in favor of water district which property is located;
SUBJECT TO all easements and restrictions of record and all visible easements.
Taxes for the year 2010 and subsequent years which Grantee assumes and agrees to pay.

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

The vendor's lien against the property is 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.

JAMES WARD

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 27th day of January, 2010 by James Ward.

NELLIE MIRELEZ
Notary Public, State of Texas
My Commission Expires
May 06, 2012

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Mr. & Mrs. Francisco Chavez
2609 Dos Arbolitos
San Juan, Texas 78589

PREPARED IN THE OFFICE OF:
Law Office of Michael J. Daley
1801 S. 2nd St., Suite 370
McAllen, Texas 78503
(107-3659-7)

	PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	JOSE L RUIZ & MARIA L FLORES	3-12167
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: April 24, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 (3) 4

Application No: 3-12167
2/24/12

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

Upon the application of: Jose L. Ruiz & Maria L. Flores

c/o Name: Martha Ruiz

Address: 2108 Quail Crest
Palmview, TX 78572

Phone: 445-4862

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Exist 451
Date Approved:	/ /	4/12/12

Water Supplier: NA

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

Account/ESI No.: 100327894-

[ ] Temporary Pole [✓] Permanent Service

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

Palm Creek Lot 32

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

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

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

-OR-

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

Sandra Cantu 4/17/12
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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956-968-4734
956-973-7850

Precinct No.3 Substation
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: 3-12/07
2/24/12

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Jose L. Ruiz and Maria L. Flores,

Known to me [*or* proved to me in the oath of DL 10383080/DL 15062091 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

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

Palm Creek Lot 32."

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

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

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

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

-OR-

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

Maria L Flores (Signature)

SUBSCRIBED AND SWORN TO before me on April 13, 2012, to certify which, witnesses my hand and seal of office.

OLGA LINDA ANZALDUA
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-29-2013

Olga Linda Anzaldua
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
3-12167
Feb. 24, 2012

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

P0335-00-000-0032-00

[1] OWNER: RUIZ, JOSE L & MARIA L FLORE
2108 QUAIL CREST DR

PALMVIEW, TX 78574
Telephone No. 789-7116

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES/ RV
[5] SIZE OF STRUCTURE: 900 Sq. Ft.

[6] USE OF BUILDING: RES MH ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
PALM CREEK LOT 32
C-44

LOCATION: 0 492 & 1 1/2 ML

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $2,500

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 25' SIDES 6' REAR 30'
18 INCHES ABOVE TOP OF CURB.

Sandra Cantu — Prepared by — 2/24/12 — Date

R. Canty — Approved by — 2/15/2012 — Date

Martha A Rf — Signature of Owner or Applicant — 2-24-12 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [X] Water [X]

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.

NF 227560

WARRANTY DEED WITH VENDOR'S LIEN

815960

Date: September 27, 1999

Grantor: Juanita Ramirez, a single woman

Grantor's Mailing Address :
P. O. Box 194
La Joya, Texas 78560

Grantee: Jose Luis Ruiz and Maria Leonor Flores

Grantee's Mailing Address :
RR 21, Box QC-#4
Mission,Texas 78572

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) and is executed by Grantee, payable to the order of Texas State Bank. The note is secured by a vendor's lien retained in favor of Texas State Bank in this deed and by a deed of trust of even date, from Grantee to Paul S. Moxley, Trustee.

Texas State Bank, at Grantee's request, having 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 superior title to the property are retained for the benefit of Texas State Bank and are transferred to Texas State Bank without recourse on Grantor.

Property (including any improvements):

Lot Thirty-two (32), Palm Creek Subdivision, an addition to the City of Mission, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 25, Page 116, Map Records, Hidalgo County,Texas.

Reservations From and Exceptions to Conveyance and Warranty:
1. Restrictive covenants recorded in Volume 457, Page 590, Volume 344, Page 627, Volume 343, Page 269, Deed Records, Volume 2609, Page 40, Official Records and Volume 25, Page 116, Map Records, Hidalgo County, Texas.
2. All the oi, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instrument dated March 7, 1984, recorded in Volume 1980, Page 797, Official Records, Hidalgo County,Texas.
3. Oil, Gas and Mineral Lease dated January 20, 1984, recorded in Volume 1950, Page 363, Official Records, Hidalgo County, Texas.
4. Easements, Rules, Regulations and Rights in favor of Hidalgo County Irrigation District No. 6.
5. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
6. Easements, or claims of easements, which are not recorded in the public records.
7. Taxes for the year 1999 and subsequent years which Grantee hereby assumes and agrees to pay.

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

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

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

Juanita Ramirez

Juanita Ramirez

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on ~~September~~ October 8, 1999, by Juanita Ramirez.

IDALIA RODRIGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-27-2002

Idalia Rodriguez
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

King, Guerra, Davis & Garcia
P.O. Box 1025
Mission, Texas 78573

File 30194

AFTER RECORDING RETURN TO:

Mr. and Mrs. Jose Luis Ruiz
RR 21 Box QC-#4
Mission,Texas 78572

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

On: Oct 19,1999 at 11:11A

As a
Recording

Document Number: 815960
Total Fees : 11.00

Receipt Number - 244594
By,
MANNY CANTU

	PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	JOSE A MADRIGAL	48226
2.	SANJUANITA GARZA	3-12381
3.	CLAUDIA HERRERA	3-12219
4.		
5.		
6.		
7.		
	COMM. COURT: APRIL 24, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 48226

4/20/01

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
		waterworks
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer
Date Approved:	/ /	4/12/12

Name: Jose P. Madrigal

Address: 7322 Buckhorn

Palmview, TX 78572

Phone: (956) 458 8961

Water Supplier: NA

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

Account/ESI No.: 10032789401357055

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Villa-Rama East Ph3 Lot 324 ,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 8/19/97);

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 Sandra 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 Sandra Cantu);

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 Sandra Cantu);

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

Sandra Cantu 4/12/12

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: 48226

4/20/01

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

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

PARTY MAKING REQUEST:

Name: Jose P. Madrigal

Address: 2322 Rockhaven Palmview TX. 78572

Phone: (956) 458-8765

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

Villa-Rama East Ph3 Lot 324

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

José P. Madrigal
Requesting Party (Signature)

04/12/12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

4/12/12
Date

Sandra Cantu
County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 48226
Apr. 20, 2001

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

V3440-03-000-0324-00

[1] OWNER:

[7] LEGAL DESC./NAME OF SUBDIVISION
VILLA-RAMA EAST PH 3 LOT 324

Telephone No.

LOCATION: 0 SHOWERS AND EXP.

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLC

[3] WATER SYSTEM: OTHR

[9] CONSTRUCTION TYPE: BRLK

[4] PURPOSE OF APPLICATION:

[10] EST. COST OF CONST.: $69,600

[5] SIZE OF STRUCTURE: 2,320 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: _____YES _____NO

[6] USE OF BUILDING: RESIDENTIAL

Special Conditions: No construction allowed over any easements.
MUD

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$15.00**

Light [ ] Water [ ]

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

Community No.: _____

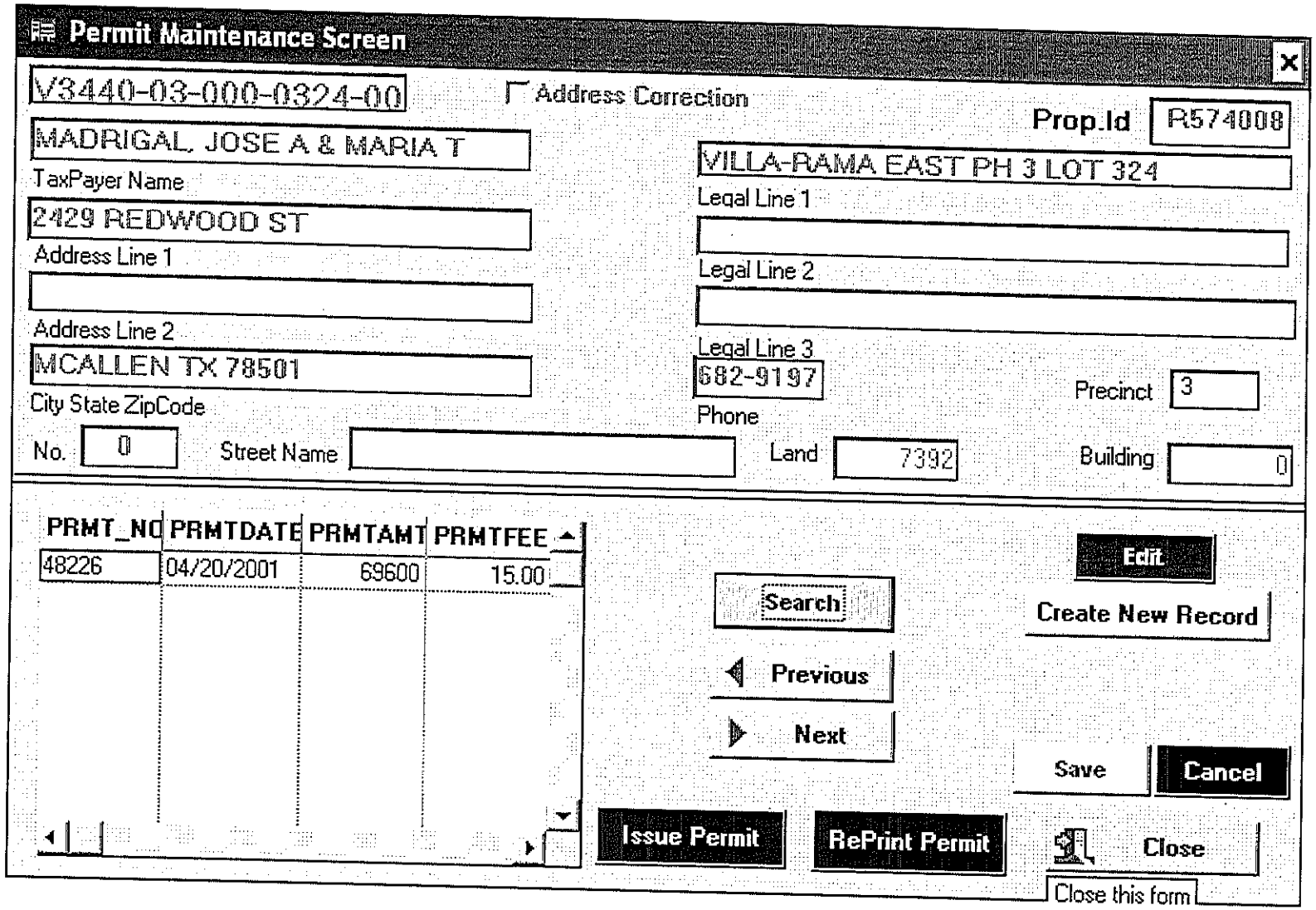
Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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.


Permit Maintenance Screen
V3440-03-000-0324-00
Address Correction
Prop.Id
R574008
MADRIGAL, JOSE A & MARIA T
TaxPayer Name
VILLA-RAMA EAST PH 3 LOT 324
Legal Line 1
2429 REDWOOD ST
Address Line 1
Legal Line 2
Address Line 2
MCALLEN TX 78501
City State ZipCode
Legal Line 3
682-9197
Phone
Precinct
3
No.
0
Street Name
Land
7392
Building
0
PRMT_NO
PRMTDATE
PRMTAMT
PRMTFEE
48226
04/20/2001
69600
15.00
Search
Edit
Create New Record
Previous
Next
Save
Cancel
Issue Permit
RePrint Permit
Close
Close this form

126 - WARRANTY DEED

TEXAS STANDARD FORM

The State of Texas, } Know All Men by These Presents:

County of Hidalgo

THAT Villa-Rama East Subdivison a dba Rick Martin aka Richard A. Marrtin

of the County of Hidalgo State of Texas for and in consideration

of the sum of Ten Dollars and No/100---------- DOLLARS
10.00----------

to me in hand paid by Jose A. Mdrigal and Maria T. Madrigal **1455719**

as follows:

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

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said
Jose A. Madrigal and Maria T. Madrigal

whose mailing address is 2429 Redwood st. Mcallen, Texas 78501
of the County of Hidalgo State of Texas all that certain
REAL PROPERTY IN HIDALGO COUNTY, TEXAS TO_WIT:
Portion out of tract 388-389, Los Ejidos de Reynosa Viejo, Hidalgo
County, Texas. Lot 324, Villa-Rama East Subdivision Phase 3, Hidalgo
County, Texas. According to the map or plat thereof recorded in the
office of the County Clerk of Hidalgo County, Texas on Volume 32page 134-
SUBJECT TO; Easements or records;
Rights, rules, liens and regulations in favor of the Water District
in which said land is located;
Restrictions, reservations, and liens or records;
AND SAVE AND EXCEPT all the oil, gas mineral interest therein.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantees

heirs and assigns forever and we do hereby bind
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said grantees
heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at Mission Hidalgo , Texas
this 31st day March , 2005

Witness at Request of Grantor:

.....

.....

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

(Acknowledgment)

STATE OF TEXAS
COUNTY OF Hidalgo

This instrument was acknowledged before me on the 31st day of March, 2005
by Villa-Rama East Sub. dba Rick Martin aka Richard A. Martin

My commission expires:
01-02-06

YOLANDA GARCIA
Notary Public State of Texas
My Comm. Exp. 01-02-2006

Yolanda Garcia
Notary Public, State of Texas
Notary's printed name: Yolanda Garcia

STATE OF TEXAS
COUNTY OF

(Acknowledgment)

This instrument was acknowledged before me on the day of
by

My commission expires:

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

STATE OF TEXAS
COUNTY OF

(Acknowledgment)

This instrument was acknowledged before me on the day of
by

My commission expires:

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

STATE OF TEXAS
COUNTY OF

(Acknowledgement)

This instrument was acknowledged before me on the day of
by

My commission expires:

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

128

Warranty Deed

FROM

TO

FILED FOR RECORD

This ..... day of .....

at ..... o'clock ..... M.

County Clerk

By ..... Deputy

RECORDED

Receipt Number – 655567
Imelda Leal, Deputy

County Records

Document Number: 1455719

In Book/Reel/Vol. ..... on Page .....

As a Record/Film .....

Dec-19-2005 at 08:28A

County Clerk

By: T. D. Sais, III
Hidalgo County, Texas
Deputy

Filed for Record in:

Recording Fee $ .....

This instrument should be filed immediately with the County Clerk for record.

WHEN RECORDED RETURN TO:

Ram Investments
1208 W. 3rd St
Mission, TX 78572

THE ODEE COMPANY, Publishers, Dallas

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: 3-12381
4/13/12

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:	/ /	/ /

Name: Sanjuanita Garza

Address: 207 Alicia st
Rio Grande city
TX 78582

Phone: (956) 208-1531

Water Supplier: NA

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 100327894-

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Villa-Rama East Ph3 Lot 329,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8-19-97);

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 Sandra 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 Sandra Cantu);

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 Sandra Cantu);

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

Sandra Cantu 4/13/12
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: 3-1238
4/13/12

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: Sanjuanita Garza

Address: 207 alicia st
Rio Grande TX 78582

Phone: (956) 208-1531

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

Villa-Rama East Ph3 Lot 329

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: 4/13/2012

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

4/13/12
Date

Sandra Cantu
County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 3-12381
Apr. 13, 2012

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

V3440-03-000-0329-00

[1] OWNER: GARZA, SAN JUANITA & JORGE
329 ALICIA ST

RIO GRANDE CITY, TX 78582
Telephone No. 208-1531

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 3,794 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
VILLA-RAMA EAST PH 3 LOT 329
C-01

LOCATION: 0 SHOWERS & EXP 83

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $50,000

[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 10'
18 INCHES ABOVE TOP OF CURB.

Sandra Cantu — Prepared by — 4/13/12 — Date

H. Garza — Approved by — 4/13/12 — Date

Signature of Owner or Applicant — 4-13-12 — Date

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.

1977653

The State of Texas,
County of HIDALGO

Know All Men by These Presents:

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 DRIVERS'S LICENSE NUMBER.

THAT VILLA-RAMA EAST SUBDIVISION A DBA RICK MARTIN AKA RICHARD A. MARTIN

of the County of HIDALGO State of TEXAS for and in consideration

of the sum of TEN DOLLARS AND NO/100----------
10.00---------- DOLLARS

to me in hand paid by SAN JUANITA GARZA AND JORGE GARZA

as follows:

ha VE Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said SAN JUANITA GARZA AND JORGE GARZA

whose mailing address is P. O. BOX 928 LA GRULLA, TEXAS 78548
of the County of STAR State of TEXAS all that certain

REAL PROPERTY IN HIDALGO COUNTY, TEXAS TO-WIT:
Portion out of tract 388-389, Los Ejidos de Reynosa Viejo, Hidalgo County Texas. Lot 329, Villa-Rama East Subdivision Phase 3, Hidalgo County, Texas. According to the map or plat thereof recorded in the office of the County Clerk of Hidalgo County, Texas in Volume 32 Page 134-A.
SUBJECT TO: Easements of records;
Rights, rules, liens and regulations in favor of the water district in which said land is located;
Oil, and gas lease if any;
Restrictions, reservations, and liens of records;
AND SAVE AND EXCEPT ALL of the oil, gas mineral interest therein.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said greantee their heirs and assigns forever and we do hereby bind our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said grantees, heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof,

WITNESS my hand at Mission, Hidalgo County, Texas this 4th day of March, 2009

Witness at Request of Grantor:

VILLA-RAMA EAST SUB a dba Rick Martin aka Richard A. Martin

STATE OF TEXAS
COUNTY OF

(Acknowledgment)

This instrument was acknowledged before me on the 4th day of March, 2009 by VILLA-RAMA EAST SUB a dba Rick Martin aka Richard A. Martin

YOLANDA GARCIA
Notary Public, State of Texas
My Commission Expires
01-13-2010

My commission expires:

01/13/10

Notary Public, State of Texas
Notary's printed name: Yolanda Garcia

126 - WARRANTY DL

TEXAS STANDARD FORM

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: 3-12219

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:	_____	1350-3313
	Date Approved:	1 1	3 19 12

Name: Claudia Herrera

Address: 6908 pradera
Palmview TX
78572

Phone: 584-9533

Water Supplier: NA

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

Account/ESI No.: 100327894-

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Prairie Heights Phase I Lot 91,

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 5-13-97);

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 Rodolfo Rios);

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

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 Rodolfo Rios);

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

Rodolfo Rios
Planning Department Authorized Signature

4-12-12
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: 312219

3/7/12

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: Claudia Herrera

Address: 6908 pradera Palmview TX 78572

Phone: 956-584-9533

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

Prairie Heights PH-1 Lot 91

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Claudia Herrera — Requesting Party (Signature)

4-12-12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ✓ Deed
- _____ Executory Contract
- _____ Lease
- _____ Rent Receipt
- _____ Affidavit
- ✓ Other (describe) Copy 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:

4-12-12 — **Date**

Rodolfo Rios — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO: 3-12219
Mar. 7, 2012

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

P8115-01-000-0091-00

[1] OWNER: HERRERA ,CLAUDIA / JOSE

6908 PRADERA
PLAMVIEW TX. 78574
Telephone No. 309-0163

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

[5] SIZE OF STRUCTURE: 1,200 Sq. Ft.

[6] USE OF BUILDING: RES NEW M/H ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
PRAIRIE VIEW HEIGHTS PH 1 LOT 91
ZONE C-44

LOCATION: 0 ABRAM RD / 1 & 1/2

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $27,000

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

Special Conditions: No construction allowed over any easements.
F20 S6 R50

Prepared by — Date: 3/7/12

Approved by — Date: 3/7/12

X Claudia Herrera — Date: 3-7-12
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: 0400C Pct: 3

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[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.

07-406

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: December 28, 2007

Grantor: HIPOLITO RODRIGUEZ and wife, MARIA DE LOS ANGELES RODRIGUEZ

Grantor's Mailing Address (including county): P. O. Box 6084
San Juan, Hidalgo County, Texas 78589

Grantee: JOSE MARIO HERRERA and wife, CLAUDIA L. HERRERA

1839222

Grantee's Mailing Address (including county): 6907 Pradera
Palmview, Hidalgo County, Texas 78572

Consideration: TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration; and a note of even date that is in the principal amount of TWENTY THOUSAND AND NO/100THS DOLLARS ($20,000.00) and is executed by Grantees, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even dated from Grantees to JOSEPH PRESTIA, Trustee.

Property (including any improvements): Lot 91, PRAIRIE VIEW HEIGHTS PHASE I, an Addition to the City of Mission, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 29, Page 55, map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, right 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 the 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. The prior reservation or conveyance of all oil, oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;

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

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

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

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.

HIPOLITO RODRIGUEZ

MARIA DE LOS ANGELES RODRIGUEZ

(Acknowledgment)

STATE OF TEXAS *

COUNTY OF Hidalgo *

This instrument was acknowledged before me on this the 20th day of December, 2007, by HIPOLITO RODRIGUEZ and wife, MARIA DE LOS ANGELES RODRIGUEZ.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Mr. and Mrs. Jose Mario Herrera
6907 Pradera
Palmview, Texas 78572

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

On: Dec 21,2007 at 04:24P

As a Recording

Document Number: 1838223
Total Fees : 20.00

Receipt Number - 913194
By,
Imelda Leal, Deputy

PREPARED IN THE LAW OFFICE OF:

PRESTIA & ORNELAS
P. O. Box 876
Edinburg, Texas 78540
(956) 383-6251

AI-31805 **5. A.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct#	Payer	Amt
A1800.00.052.0016.07	Rio Prop Ventures LLC	$2613.44
B3810.00.000.0010.00	Francisco J Rangel	$3053.24
T5900.02.024.0001.27	Las Palmas Montessori CCC#1	$6764.48
U2000.00.000.0057.00	Gilberto De Los Santos	$8418.72
U2000.00.000.0058.00	Gilberto De Los Santos	$11986.27

BACKGROUND

Attachments

rio prop

Form Review

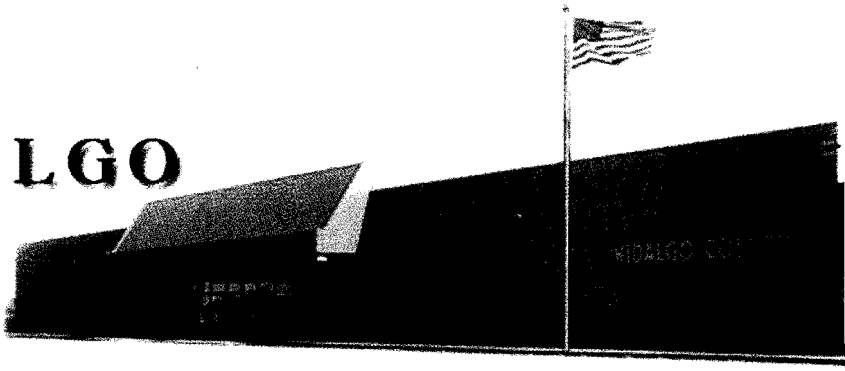
Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/05/2012 01:37 PM
Perla Lopez	Perla Lopez	04/11/2012 10:00 AM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Hilda Fuentes Started On: 04/05/2012 01:16 PM

Final Approval Date: 04/17/2012

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

March 23, 2012

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.

An application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. The governing body of the taxing unit may extend the deadline provided by Subsection (c) for a single period not to exceed two years on a showing of good cause by the taxpayer.

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

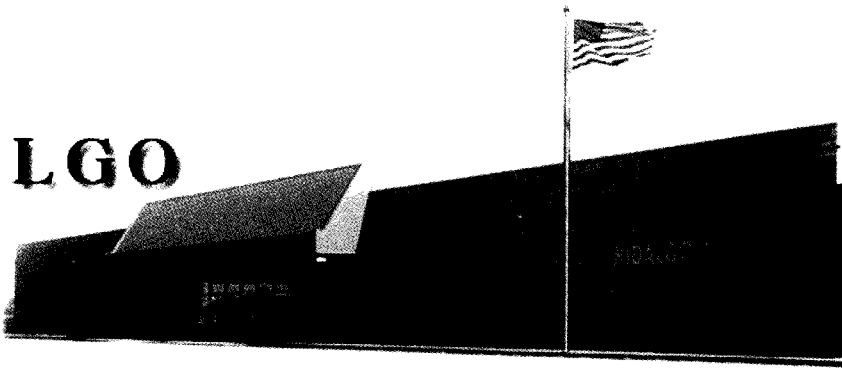
Abj: mm

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.A1800.00.052.0016.07	RIO PROP VENTURES LLC	$ 2,613.44
2.B3810.00.000.0010.00	FRANCISCO J RANGEL	$ 3,053.24
3.T5900.02.024.0001.27	LAS PALMAS MONTESSORI CCC#1	$ 6,764.48
4.U2000.00.000.0057.00	GILBERTO DE LOS SANTOS	$ 8,418.72
5.U2000.00.000.0058.00	GILBERTO DE LOS SANTOS	$ 11,986.27

APPLICATION FOR TAX REFUND

Collection office name		Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DG 3/21/12	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 3/22/12		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
TREVINO DIANA & SAMUEL PAYER: RIO PROP VENTURES LLC +

Present mailing address *(number and street)*
PO BOX 3130

City, town or post office, state, ZIP code
EDINBURG, TX 78540

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): ALAMO LAND & SUGAR CO

Step 2: Describe the property

Address or location of property:

113185 +

Account number of property:
A1800.00.052.0016.07

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 +	08/31 / 2011	$ 2613.44	$ 2613.44
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2613.44 +

Taxpayer's reason for refund *(attach supporting documentation)*: VALUE DECREASED SUPP 5

TAXES DUE ON ACCT FOR 2011 +

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

sign here — Authorized officer

Date 3/22/12

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 3/16/12 +

3/21

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: 02/03/2012

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DS 3/14/12 3/20/12

Account Number
B3810-00-000-0010-00
HCAD No. 684701*

Legal Description of the Property
Bouganvilla Estates Lot 10

1010 WEST B ST

OWNER: RANGEL FRANCISCO J

FRANCISCO J RANGEL
DBA MI TIERRA ADULT DAYCARE
2406 BROCK ST, STE 7
MISSION, TX 78572

2011 OVERAGE AMOUNT $3,053.24

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: FRANCISCO RANGEL*	Relationship to Property Owner: SELF
	Mailing Address: 2406 BROCK ST. #7*	Daytime Telephone Number: (956) 400-5174
	City, State, Zip Code: MISSION, TX 78572	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2011* 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 ✓ - I Paid and Mortgage Paid Also	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	3,053.24*
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	
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 X Francisco J Rangel*	Date of application: 02/24/2012*
	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: [illegible]	Date: 3/22/12
TAX OFFICE USE ONLY:	☒ Approved ☐ Denied By: [illegible]*	Date: 3/12/12*

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

3/13

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: 02/03/2012

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: Dec 3/20/12

LAS PALMAS MONTESSORI CCC # 1
1723 W GRIFFIN PKWY
MISSION, TX 78572

Account Number
T5900-02-024-0001-27
HCAD No. 590226*

Legal Description of the Property
TOLLE #2 W149.56'-E1149.56'-N348.5' LOT 24-1 WAS TR 10 1.19AC GR 1.0AC NET

1723 W GRIFFIN PKWY AVE

OWNER: GUEVARA ERNESTO & DORA

2011 OVERAGE AMOUNT $6,764.48*

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 DORA GUEVARA*	Relationship to Property Owner OWNER
	Mailing Address 1723 W GRIFFIN PKWY*	Daytime Telephone Number 956-648-2737
	City, State, Zip Code MISSION, TX 78572	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2011* and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	X 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	6764.48
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	6764.48*
Step 5: How should the refund be processed?	Mail to Property Owner	
	X 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 X [signature]*	Date of application 02-12-2012*
	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: [signature]	Date: 3/22/12
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By: [signature]*	Date: 3/14/12*

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

3115

APPLICATION FOR TAX REFUND

Collection office name		Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DG 3/15/12 J.C 3/20/12	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
MIDDLTON DENNIS D & PAMELA M (PAID BY: GILBERTO DE LOS SANTOS) *

Present mailing address *(number and street)*
375 ALABAMA ST 3RD FL

City, town or post office, state, ZIP code
SAN FRANCISCO , CA 94110

Phone *(area code and number)*
(956) H 383-3033 Cell: 202-0369

Legal description (or attach copy of the tax bill or tax receipt): UNIVERSITY TERRACE LOT 57

Step 2: Describe the property

Address or location of property:

310963 *

Account number of property: U2000.00.000.0057.00

Tax receipt number: OR 20606712

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2011 *	02/29 / 2012	$ 8418.72	$ 8418.72
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 8418.72 *

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN THE WRONG ACCT# 310963

REFUND BACK TO TAX PAYER. *

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: Gilberto de los Santos * — Date of application for tax refund: 3-7-12 *

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

sign here — Authorized officer — Date: 3/22/12

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: 3/12/12 *

3/13

APPLICATION FOR TAX REFUND

Collection office name		Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DEC 3/15/12	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	R.C 3/20/12	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
MIDDLTON DENNIS D & PAMELA M (PAID BY: GILBERTO DE LOS SANTOS) ✓

Present mailing address *(number and street)*
375 ALABAMA ST 3RD FL

City, town or post office, state, ZIP code
SAN FRANCISCO , CA 94110

Phone *(area code and number)*
(956) H 383-3033
cell # 207-0369

Legal description (or attach copy of the tax bill or tax receipt): UNIVERSITY TERRACE LOT 58

Step 2: Describe the property

Address or location of property:

310964 ✓

Account number of property:
U2000.00.000.0058.00

Tax receipt number:
OR 20606712

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2011 ✓	02/29 / 2012	$ 11986.27	$ 11986.27
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 11986.27 ✓

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN THE WRONG ACCT# 310964

REFUND BACK TO TAX PAYER. ✓

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: Gilberto de los Santos ✓ — Date of application for tax refund: 3-7-12 ✓

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

sign here — Authorized officer — Date: 3/22/12

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: 3/12/12 ✓

3/13

AI-31824 **5. B.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct #	Payer	Amt
S4773.00.000.0031.00	David Lee Gonzalez	$3766.90
T7353.02.000.0005.00	Corelogic/Gmac Mortgage	$8179.49

BACKGROUND

Attachments

gonzalez

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/10/2012 02:26 PM
Perla Lopez	Perla Lopez	04/11/2012 10:29 AM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Hilda Fuentes Started On: 04/10/2012 02:10 PM

Final Approval Date: 04/17/2012

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

April 4, 2022

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.

An application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. The governing body of the taxing unit may extend the deadline provided by Subsection (c) for a single period not to exceed two years on a showing of good cause by the taxpayer.

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

THE COUNTY OF HIDALGO TEXAS

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.S4773.00.000.0031.00	DAVID LEE GONZALEZ	$ 3,766.90
2.T7353.02.000.0005.00	CORELOGIC/GMAC MORTGAGE	$ 8,179.49

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: 01/25/2012

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: Dec 3/28/12
R.C 4/2/12

DAVID LEE GONZALEZ
2002 CHAMPION AVE
DONNA, TX 78537

Account Number
S4773-00-000-0031-00
HCAD No. 644095*

Legal Description of the Property
SOUTH VICTORIA ESTATES LOT 31

BOYCE CIRCLE

OWNER: GONZALEZ DAVID L & IDALIA B SALAZAR

2011 OVERAGE AMOUNT $3,766.90

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 6: EMS DIST #4, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE, 56: DONNA ISD

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: David Lee Gonzalez*	Relationship to Property Owner: same as above
	Mailing Address: 2002 Champion ave.*	Daytime Telephone Number: 956-223-6290
	City, State, Zip Code: Donna, Texas, 78537	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2011* and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	X 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	$3,766.90
	Total tax, penalty, and interest amount owed for the year	—
	Amount of refund claimed	$3,766.90*
Step 5: How should the refund be processed?	Mail to Property Owner	
	X 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 David L. Gonzalez*	Date of application: 02/27/2012*
	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: [illegible]	Date: 4/2/12
TAX OFFICE USE ONLY:	☒ Approved ☐ Denied By: [illegible]*	Date: 3/19/12*

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

3/23

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: 01/04/2012

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: OR 3-29-12
4/2/12

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

Account Number
T7353-02-000-0005-00
HCAD No. 667982

Legal Description of the Property
TRINITY GROVE AT CIMARRON PH 2 LOT 5

1409 STEWART RD

OWNER: URESTI JOSE R & CECILIA I

2011 OVERAGE AMOUNT $8,179.49

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 51: SHARYLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name GMAC Mortgage		Relationship to Property Owner Lien holder
	Mailing Address P.O.Box 961219		Daytime Telephone Number 817-699-2717
	City, State, Zip Code Ft. Worth, Texas 76161		
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2011 and am the party entitled to the refund.		
Step 3: Mark the reason for the refund and provide a brief explanation	X	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		8179.49
	Total tax, penalty, and interest amount owed for the year		0
	Amount of refund claimed		8179.49
Step 5: How should the refund be processed?		Mail to Property Owner	
	X	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 Melanie Luna		Date of application 3-7-2012
	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: [signature] Date: 4/2/12
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By: [signature] Date: 3/12/12

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

3/23

AI-31800 **6. A.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

County Clerk:

Requesting approval to pay the 2012 American Society For Public Administration (ASPA) membership dues for Mr. Arturo Guajardo, Jr., Mrs. Annette Muñiz, and Miss. Jennilee Garza in the total amount of $285.00, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-40-180-001-0-810

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

BUDGETARY IMPACT:

Funds available as of 04/12/12, refer to Req #00214070, 00214068 and 00214071.

Attachments

Membership Dues Back up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/05/2012 12:55 PM
Sylvia Solis	Sylvia Solis	04/12/2012 11:45 AM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Sandra Solis Started On: 04/05/2012 11:02 AM

Final Approval Date: 04/17/2012

AMERICAN SOCIETY FOR PUBLIC ADMINISTRATION

Advancing excellence in public service . . .

Membership Renewal Notice/Invoice

Second Notice 'Save on postage and time!' Renew your membership online today at **www.aspanet.org**! You will need your user login **101039** and the password you created. If you did not create your own password, use your ASPA ID number **101039** followed by your first and last initials of your name as your default password. Click [**Renew Your ASPA Dues Today**] located below your name and follow the steps. **If you experience any problems contact us at pyearood@aspanet.org** or **jjeffries@aspanet.org**.

ASPA ID No. 101039

Arturo Guajardo
Hidalgo County Clerk
100 N Closner Blvd
Edinburg, TX 78539-3523

PLEASE INDICATE ANY CHANGES BELOW.

Work: (956) 318-2149

Home:

E-mail: aguajardo@hidalgocountyclerk.us

Fax: (956) 318-2105

Toll Free:

Past Due After April 30, 2012

Current Fees

See list on back or at www.aspanet.org for names/acronyms and codes.
PLEASE INDICATE ANY CHANGES BELOW.

DUES CATEGORY:

Individual Member	***$100.00***
CHAPT/137-RGV	***Included***

Total Current Fees $ 100.00

MEMBERSHIP CATEGORIES

ASPA Membership **$100.00**
Includes 3rd Class mailing of PAR and PA TIMES and access archives for both online.

Supporting Individual **$120.00**
$20 is a contribution to ASPA and is eligible for a tax deduction.

Sustaining Individual **$220.00**
$120 is a contribution to ASPA and is eligible for a tax deduction.

International Mail **$100.00**
Those living outside of the U.S., Canada, Mexico and not receiving mail at an APO or FPO address.

International Electronic **$30.00**
Those living outside of the U.S., Canada, Mexico and not receiving mail at an APO or FPO address.

Senior **$55.00**
ASPA members for 10 or more continuous years, are 60 years of age or older and are retired.

Family Membership **$35.00**
For persons receiving mail at the same residence. One copy of Public Administration Review and PA TIMES will be provided to the family. Fee applies to each additional family member. Please indicate name(s) of additional family member(s) on the front of this form under additional fees.

New Professionals Membership **$75.00**
Receive PAR and PA TIMES in the mail; access archives for both online. Members may use the category of New Professionals Membership for a maximum of two years.

Full Student Membership **$75.00**
Receive PAR and PA TIMES in the mail. Members may use the category of Student Membership for a maximum of three years.

Electronic Student Membership **$40.00**
Access PAR current issues and archives online only, receive PA TIMES in mail. Members may use the category of Student Membership for a maximum of three years.

Optional Fees

SECTION FEES

Section membership is in addition to ASPA membership fees. Sections and fees are listed on the back of this form.

Section(s) Code(s) _____

Total Section Fees $ _____

ADDITIONAL CHAPTER FEES

Chapter membership in addition to the one free provided by ASPA incur a $6 fee. Additional Chapters are listed on the back of this form.

Additional Chapter(s) _____

Total Chapter Fees $ _____

POSTAGE

❒ Canada/Mexico *PA TIMES* $25.00

❒ International Air *PA TIMES* $70.00

❒ First Class Domestic *PA TIMES* $15.00

ASPA ENDOWMENT

❒ The Endowment seeks gifts to assist in making many worthwhile programs a reality. All contributions are tax deductible and are governed by the *Statement of Policies* adopted by the Board. For a copy of the *Statement*, contact ASPA.

$ _____

INDIVIDUAL CONTRIBUTION

❒ Individual contributions are tax deductible $ _____

❒ New Professionals Fund Contribution $ _____

❒ I have read and agree with ASPA's Code of Ethics. (see www.aspanet.org)

❒ Please exclude my name from any listing of members sold commercially.

Total Optional Fees $ _____

Payment Information

Member ID# 101039

Dues must be prepaid. Send completed renewal form and payment to:
ASPA, c/o SunTrust Bank, Department 41, Washington, DC 20042-0041.

❒ Check payable to ASPA ❒ Mastercard ❒ VISA ❒ American Express

Please add the total current fees and optional fees to arrive at a grand total fee.

Grand Total Fee $ 100.00

Card Number _____ Expiration Date

Signature _____

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ASPA • 1301 Pennsylvania Ave. NW, Ste. 700, Washington, DC 20004

RENEW 01/12

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Arturo Guajardo, Jr. do hereby state that my membership in the American Society for Public Administration, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 3/05/12

TITLE: County Clerk

Before me Sandra Solis, a Notary Public, appeared Arturo Guajardo, Jr. and on her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)

_____
DEPUTY CLERK IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

Requisition

Req # 00214070

PO #

Date: 04/05/12

Bill To: x
x

Vendor : 379034
AMERICAN SOCIETY FOR PUBLIC ADM.
1301 PENNSYLVANIA AVE., N.W., STE 840
WASHINGTON DC 20004
FAX (202)638-4952

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **RENE PEREZ**
956-318-2100

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	TO PAY FOR ARTURO GUAJARDO JR. MEMBERSHIP RENEWAL FEE WITH THE AMERICAN SOCIETY FOR PUBLIC ADMINISTRATION	100.00	100.00
		Account No	Encumbrance	
		2-1100-415-40-180-001-0-810	100.00	
			Freight	.00
			Total	100.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AMERICAN SOCIETY FOR PUBLIC ADMINISTRATION

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Membership Renewal Notice/Invoice

First Notice *'Save on postage and time!'* Renew your membership online today!
Note: your ASPA user login is 96440 and your ASPA ID number 96440 serves as your default password unless you have created your own. Click the [Submit] tab. Click the **[Renewal Your ASPA Dues]** link located below your name on the left side of the screen.

Annette C. Muniz
Chief Deputy
Hidalgo County Clerk's Ofc.
100 E Cano St Fl 2
Edinburg, TX 78539-4582

ASPA ID No.96440

PLEASE INDICATE ANY CHANGES BELOW.

Work: (956) 330-3113

Home: (956) 318-2119

E-mail : acmuniz23@yahoo.com

Fax:

Toll Free: :

Past Due After July 31, 2012

Current Fees

See list on back or at www.aspanet.org for names/acronyms and codes.
PLEASE INDICATE ANY CHANGES BELOW.

DUES CATEGORY:

Certified Public Manager	75.00
CHAPT/Rio Grande/Rio Bravo Valley	Included
SEC/23-SCPM	$10.00

Total Current Fees $ 85.00

MEMBERSHIP CATEGORIES

ASPA Membership **$100.00**
Includes 3rd Class mailing of PAR and PA TIMES and access archives for both online.

Supporting Individual **$120.00**
$20 is a contribution to ASPA and is eligible for a tax deduction.

Sustaining Individual **$220.00**
$120 is a contribution to ASPA and is eligible for a tax deduction.

International Mail **$100.00**
Those living outside of the U.S., Canada, Mexico and not receiving mail at an APO or FPO address.

International Electronic **$30.00**
Those living outside of the U.S., Canada, Mexico and not receiving mail at an APO or FPO address.

Senior **$55.00**
ASPA members for 10 or more continuous years, are 60 years of age or older and are retired.

Family Membership **$35.00**
For persons receiving mail at the same residence. One copy of Public Administration Review and PA TIMES will be provided to the family. Fee applies to each additional family member. Please indicate name(s) of additional family member(s) on the front of this form under additional fees.

New Professionals Membership **$75.00**
Receive PAR and PA TIMES in the mail; access archives for both online. Members may use the category of New Professionals Membership for a maximum of two years.

Full Student Membership **$75.00**
Receive PAR and PA TIMES in the mail. Members may use the category of Student Membership for a maximum of three years.

Electronic Student Membership **$40.00**
Access PAR current issues and archives online only, receive PA TIMES in mail. Members may use the category of Student Membership for a maximum of three years.

Optional Fees

SECTION FEES

Section membership is in addition to ASPA membership fees. Sections and fees are listed on the back of this form.

Section(s) Code(s) _____

Total Section Fees $ _____

ADDITIONAL CHAPTER FEES

Chapter membership in addition to the one free provided by ASPA incur a $6 fee. Additional Chapters are listed on the back of this form.

Additional Chapter(s) _____

Total Chapter Fees $ _____

POSTAGE

☐ Canada/Mexico *PA TIMES*	$25.00
☐ International Air *PA TIMES*	$70.00
☐ First Class Domestic *PA TIMES*	$15.00

ASPA ENDOWMENT

☐ The Endowment seeks gifts to assist in making many worthwhile programs a reality. All contributions are tax deductible and are governed by the *Statement of Policies* adopted by the Board. For a copy of the *Statement*, contact ASPA.

$ _____

INDIVIDUAL CONTRIBUTION

☐ Individual contributions are tax deductible $ _____

☐ New Professionals Fund Contribution $ _____

☐ I have read and agree with ASPA's Code of Ethics. (see www.aspanet.org)

☐ Please exclude my name from any listing of members sold commercially.

Total Optional Fees $ _____

Payment Information

Member ID# 96440

Dues must be prepaid. Send completed renewal form and payment to:
ASPA, c/o SunTrust Bank, Department 41, Washington, DC 20042-0041.

☑ Check payable to ASPA ☐ Mastercard ☐ VISA ☐ American Express

Please add the total current fees and optional fees to arrive at a grand total fee.

Grand Total Fee $ 85.00

Card Number _____ Expiration Date _____

Signature _____

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ASPA • 1301 Pennsylvania Ave. NW, Ste. 700, Washington, DC 20004

RENEW 01/12

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Annette Muñiz do hereby state that my membership in the American Society for Public Administration, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 3/05/12

TITLE: Chief Deputy

Before me Sandra Solis, a Notary Public, appeared Annette Muñiz and on her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

Sandra Solis
DEPUTY CLERK IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

Requisition

Req # 00214068

PO #

Date: 04/05/12

Bill To: x
x

Vendor : 379034
AMERICAN SOCIETY FOR PUBLIC ADM.
1301 PENNSYLVANIA AVE., N.W., STE 840
WASHINGTON DC 20004
FAX (202)638-4952

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **RENE PEREZ**
956-318-2100

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	TO PAY FOR ANNETTE C. MUNIZ MEMBERSHIP RENEWAL FEE WITH THE AMERICAN SOCIETY FOR PUBLIC ADMINISTRATION	85.00	85.00
		Account No	Encumbrance	
		2-1100-415-40-180-001-0-810	85.00	
			Freight	.00
			Total	85.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AMERICAN SOCIETY FOR PUBLIC ADMINISTRATION

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Membership Renewal Notice/Invoice

Second Notice 'Save on postage and time!' Renew your membership online today at **www.aspanet.org**! You will need your user login **101038** and the password you created. If you did not create your own password, use your ASPA ID number **101038** followed by your first and last initials of your name as your default password. Click [**Renew Your ASPA Dues Today**] located below your name and follow the steps. **If you experience any problems contact us at pyearood@aspanet.org** or **jjeffries@aspanet.org**.

ASPA ID No. 101038

Jennilee Garza
Hildalgo County Clerk's Office
100 N Closner Blvd
Edinburg, TX 78539-3523

Past Due After April 30, 2012

PLEASE INDICATE ANY CHANGES BELOW.

Work: (956) 318-2100

Home:

E-mail: jennilee.garza@hidalgo.tx.us

Fax:

Toll Free:

Current Fees

See list on back or at www.aspanet.org for names/acronyms and codes.
PLEASE INDICATE ANY CHANGES BELOW.

DUES CATEGORY:

Individual Member	***$100.00***
CHAPT/137-RGV	***Included***

Total Current Fees $ 100.00

MEMBERSHIP CATEGORIES

ASPA Membership **$100.00**
Includes 3rd Class mailing of PAR and PA TIMES and access archives for both online.

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$20 is a contribution to ASPA and is eligible for a tax deduction.

Sustaining Individual **$220.00**
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Those living outside of the U.S., Canada, Mexico and not receiving mail at an APO or FPO address.

International Electronic **$30.00**
Those living outside of the U.S., Canada, Mexico and not receiving mail at an APO or FPO address.

Senior **$55.00**
ASPA members for 10 or more continuous years, are 60 years of age or older and are retired.

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For persons receiving mail at the same residence. One copy of Public Administration Review and PA TIMES will be provided to the family. Fee applies to each additional family member. Please indicate name(s) of additional family member(s) on the front of this form under additional fees.

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Full Student Membership **$75.00**
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Section(s) Code(s) _____

Total Section Fees $ _____

ADDITIONAL CHAPTER FEES

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Additional Chapter(s) _____

Total Chapter Fees $ _____

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- ❒ International Air *PA TIMES* $70.00
- ❒ First Class Domestic *PA TIMES* $15.00

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❒ The Endowment seeks gifts to assist in making many worthwhile programs a reality. All contributions are tax deductible and are governed by the *Statement of Policies* adopted by the Board. For a copy of the *Statement*, contact ASPA.

$ _____

INDIVIDUAL CONTRIBUTION

- ❒ Individual contributions are tax deductible $ _____
- ❒ New Professionals Fund Contribution $ _____

❒ I have read and agree with ASPA's Code of Ethics. (see www.aspanet.org)

❒ Please exclude my name from any listing of members sold commercially.

Total Optional Fees $ _____

Payment Information

Member ID# 101038

Dues must be prepaid. Send completed renewal form and payment to: ASPA, c/o SunTrust Bank, Department 41, Washington, DC 20042-0041.

☑ Check payable to ASPA ❒ Mastercard ❒ VISA ❒ American Express

Please add the total current fees and optional fees to arrive at a grand total fee.

Grand Total Fee $ 100.00

Card Number _____ Expiration Date _____

Signature Jennilee Garza

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ASPA • 1301 Pennsylvania Ave. NW, Ste. 700, Washington, DC 20004

RENEW 01/12

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Jennilee Garza do hereby state that my membership in the American Society for Public Administration, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Jennilee Garza DATE: 3/05/12

TITLE: Executive Assistant

Before me Sandra Solis, a Notary Public, appeared Jennilee Garza and on her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

Sandra Solis
DEPUTY CLERK IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

Requisition

Req # 00214071

PO #

Date: 04/05/12

Bill To: x
x

Vendor : 379034
AMERICAN SOCIETY FOR PUBLIC ADM.
1301 PENNSYLVANIA AVE., N.W., STE 840
WASHINGTON DC 20004
FAX (202)638-4952

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **RENE PEREZ**
956-318-2100

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	TO PAY FOR JENNILEE GARZA MEMBERSHIP RENEWAL FEE WITH THE AMERICAN SOCIETY FOR PUBLIC ADMINISTRATION	100.00	100.00
		Account No	Encumbrance	
		2-1100-415-40-180-001-0-810	100.00	
			Freight	.00
			Total	100.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-31926 **County Judge's Office 6. B.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted By: Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Discussion, consideration, and approval of 2012 Texas Conference of Urban Counties Annual Dues in the amount of $20,045.00 and with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor.

2. Discussion, consideration, and approval of Urban Counties Policy Committee Nomination Resolution.

BACKGROUND

Funding identified by DBM: 1100-413-30-125-004-0-810

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1100-413-30-125-004-0-810

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

BUDGETARY IMPACT:

available balance as of 04/16/12.

Attachments

Invoice Due

Letter Re: Appointment

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/16/2012 08:25 AM
Roland Garcia	Rolando Garcia	04/16/2012 02:21 PM
Purchasing Department	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Michael Leo Started On: 04/13/2012 04:57 PM

Final Approval Date: 04/17/2012

TEXAS Conference of
Urban Counties

October 21, 2011

Chairman
Commissioner
Mike Cantrell
Dallas County

Chair Elect
Commissioner
Eddie Arnold
Jefferson County

Immediate Past Chair
Judge
Mike Bradford
Midland County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Comm. Bobbie Mitchell
Denton County
Judge Veronica Escobar
El Paso County
Comm. Fred Nardini
San Patricio County
Judge Dan Gattis
Williamson County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
Ector ~ El Paso
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Smith
Tarrant ~ Travis
Webb ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

Hidalgo County Commissioners Court
Attention: Judge Ramon Garcia
P.O. Box 1356
Edinburg, Texas 78540

Statement of Annual Dues for Hidalgo County

2010 Population: 774,769

Urban County dues are $3,000 per county plus 2.2 cents per capita, as approved by Urban Counties members on 05/18/2011. The dues formula is the same as the previous year.

2012 Urban Counties Dues: $20,045

Please make checks payable to Texas Conference of Urban Counties and mail to:
Texas Conference of Urban Counties
500 West 13th Street
Austin, Texas 78701 **Urban Counties Federal ID #: 74-3019904**

Urban Counties Programs & Services

Intergovernmental Relations (IGR) Program

Represents the interests of urban counties in the Texas policymaking process. Among many other priorities, some IGR projects are:

- Promote legislation to improve the delivery of governmental services, make local government more effective, and reduce the overall cost of government;
- Maintain continuous dialogue with state officials regarding proposals to limit county revenue options and modify property taxes;
- Promote action to prevent prison overcrowding and jail backlogs;
- Opposition to unfunded mandates and restrictions on county authority;
- Promotion of fair funding for urban counties - based on population or number of clients, rather than equal funding per county;
- Monitor and interact on behalf of counties in state agency policy changes;
- Legislative impact during the 82nd Legislative Sessions: 6,003 bills reviewed, 2,246 tracked and summarized, and over 150 directly impacted;
- The Policy Analysis Project Report - a weekly analysis of legislation, attorney general opinions and state agency rule changes;
- The Urban Counties Clippings Service - daily emails containing articles of interest to county officials from state and national newspapers; and
- Urban Counties Newsletters on county issues and state policy developments.

Education Program

Provides urban county officials with continuing education events, including:

- Urban Counties luncheons;
- Biennial Education Conference; and
- Critical Issues Workshops and Executive Roundtables.

TechShare Program

Develops collaborative technology projects and shared technology resources to save counties money. Projects include:

- Court Management System Software, saving fourteen counties over $32.7 million in acquisition and implementation costs;
- Case Management System for Juvenile Probation, saving three counties $6 million in development costs; and
- Adult Case Management System - planning the future of criminal justice systems for Texas counties.

TEXAS Conference of
Urban Counties

RECEIVED
JAN 12 2012
COUNTY JUDGE

January 6, 2012

Chairman
Commissioner
Eddie Arnold
Jefferson County

Chair Elect
Commissioner
Bobbie Mitchell
Denton County

Immediate Past Chair
Commissioner
Mike Cantrell
Dallas County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Judge Veronica Escobar
El Paso County
Comm. Fred Nardini
San Patricio County
Judge Dan Gattis
Williamson County
Comm. Kevin Burns
Wise County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
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Dallas ~ Denton
Ector ~ El Paso
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Smith
Tarrant ~ Travis
Webb ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

Hidalgo County Commissioners Court
c/o Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

Re: **Hidalgo County Appointment of a Representative to the Urban Counties Policy Committee**

Dear Judge Garcia and Commissioners:

The Texas Conference of Urban Counties respectfully requests that the Hidalgo County Commissioners Court appoint one of its members to serve on the Urban Counties Policy Committee for the 2012-2013 term.

The Hidalgo County Commissioners Court previously appointed Judge Ramon Garcia to serve on the Policy Committee.

The Bylaws of the Urban Counties provide that each member county with a population of more than 400,000 has individual representation on the Policy Committee.

The Policy Committee is responsible for developing and adopting all legislative positions of the association. A copy of the proposed meeting schedule is attached for your review.

Please forward to us a copy of the minute order or resolution making your appointment to the Policy Committee. If you need assistance please contact Michael Vasquez at 512/476-6174.

As the Urban Counties Vice-Chairman of Policy, Williamson County Judge Dan Gattis serves as Chairman of the Policy Committee.

Thank you for your continued support and participation in the Urban Counties. As always, please contact me if I may be of additional assistance on this or any other matter.

Sincerely,

Donald Lee
Executive Director

cc: Hidalgo County Commissioners
Attachments: Bylaws of the Texas Conference of Urban Counties
Proposed Policy Committee Meeting Schedule

TEXAS *Conference of*
Urban Counties

Chairman
Commissioner
Eddie Arnold
Jefferson County

Chair Elect
Commissioner
Bobbie Mitchell
Denton County

Immediate Past Chair
Commissioner
Mike Cantrell
Dallas County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Judge Veronica Escobar
El Paso County
Comm. Fred Nardini
San Patricio County
Judge Dan Gattis
Williamson County
Comm. Kevin Burns
Wise County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
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Collin ~ Comal
Dallas ~ Denton
Ector ~ El Paso
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Smith
Tarrant ~ Travis
Webb ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

February 16, 2012

To: Urban Counties Policy Committee

From: Michael Vasquez, Program Manager

Re: **Proposed Meeting Schedule for the Policy Committee**

Background:

Included below is the proposed meeting schedule for the Urban Counties Policy Committee.

This schedule will be an agenda item for consideration at the first Policy Committee meeting on February 16, 2012. The Committee will also consider an alternative schedule with meetings held on the same day as the Urban Counties membership luncheons to reduce the number of separate trips to Austin.

Please look over the proposed dates and compare them with your schedules. Please send me any feedback you have regarding the dates. You may contact me by calling the Urban Counties office at 512/476-6174 or via e-mail at michael@cuc.org.

During the interim, Policy Committee meetings are generally held on a quarterly basis, unless that schedule is altered by the Policy Committee Chairman. During the first three months of a legislative session, Policy Committee meetings are held every four weeks; during the last two months, they are every three weeks. Policy Committee meetings are traditionally held on Thursday during the interim and on Wednesday during legislative session.

All meetings are from 10:30am until 2:00pm in the second floor boardroom of the Urban Counties Building at 500 West 13th Street in Austin.

Proposed dates for 2012:

- **Policy Committee – Thursday, February 16, 2012**
- **Policy Committee – Thursday, May 24, 2012**
- **Policy Committee – Thursday, September 13, 2012**
- **Policy Committee – Thursday, November 15, 2012**

Proposed dates for 2013:

83rd Legislative Session begins – Tuesday, January 8, 2013

- **Policy Committee – Wednesday, January 16, 2013**
- **Policy Committee – Wednesday, February 13, 2013**
- **Policy Committee – Wednesday, March 13, 2013**
- **Policy Committee – Wednesday April 10, 2013**
- **Policy Committee – Wednesday, May 1, 2013**
- **Policy Committee – Wednesday, May 22, 2013**

83rd Legislative Session ends – Monday, May 27, 2013

- **Policy Committee – Thursday, June 6, 2013 (w/ membership luncheon)**
- **Policy Committee – Thursday, August 8, 2013**
- **Policy Committee – Thursday, October 17, 2013**

Recommended Resolution: None.

Constitution and Bylaws of the Texas Conference of Urban Counties

Preamble

This Constitution of the Texas Conference of Urban Counties as amended on June 18, 2009, shall serve as the Bylaws of Texas Conference of Urban Counties non-profit corporation.

In order to address the unique challenges confronting urban counties in Texas in a coordinated, nonpartisan manner, the Commissioners Courts of Bexar, Dallas, El Paso, Harris, Tarrant and Travis Counties originally created the Texas Conference of Urban Counties.

In pursuit of the original goals of the organization, we, the Commissioners Courts of Bell, Bexar, Brazoria, Brazos, Cameron, Chambers, Collin, Comal, Dallas, Denton, El Paso, Ellis, Fort Bend, Galveston, Grayson, Gregg, Guadalupe, Kaufman, Harris, Hays, Hidalgo, Hunt, Jefferson, Johnson, Lubbock, McLennan, Midland, Nueces, Rockwall, Smith, Tarrant, Travis, Webb, and Williamson Counties, do hereby ordain and establish this revised Constitution and Bylaws of the Texas Conference of Urban Counties.

Article I - Name

This organization shall be incorporated under the name of and known as the Texas Conference of Urban Counties.

Article II - Purpose

The purpose of this corporation shall be:

(1) to support and coordinate communications among the officials of member counties to improve the county form of government for the benefit of the people of Texas; and

(2) to study policies and programs of the State of Texas that affect urban county governments and to foster effective communications between State and urban county officials;

(3) to provide training and continuing education for urban county officials and other services for member counties that will enhance the quality of urban county services; and

(4) to procure products and services jointly for member counties in order to realize efficiencies and economies of scale.

Article III - Powers

(1) In effectuating its purpose, the Corporation shall have all powers conferred by applicable law, specifically including, but not limited to, the following powers:

a. To purchase, receive, lease, or otherwise acquire, own, hold, improve, use, or otherwise deal in and with real or personal property, or any interest therein, wherever situated, as the purpose of the Corporation shall require, or as shall be donated to it.

b. To sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets.

c. To make contracts and incur liabilities, borrow money at such rates of interest as the Corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property and income.

d. To sue and be sued, complain and defend, in the name of the Corporation.

(2) Notwithstanding any of the foregoing statements of powers, this Corporation shall not engage in any activities which are not in furtherance of, and limited to, the purposes set forth in Article II.

Article IV – Membership

(1) Any county in the State of Texas with a population greater than 100,000, as determined by the preceding Official Federal Census or the mid-decade adjustment to such a census, or one of two adjacent counties that form one metropolitan statistical area with a population greater than 100,000, may become a member of this corporation if the Commissioners Court of such county votes favorably to authorize the county to become a member and authorizes the necessary expenditures for membership dues.

(2) Any county that is part of a metropolitan statistical area and is contiguous to a member county may apply for membership in the corporation. Applications shall be considered at the next business meeting. Applications shall be approved upon a majority vote of the members present.

(3) Membership dues shall be paid annually when statements are provided to each individual county. Failure to pay such dues within the prescribed time shall result in termination of membership.

(5) It shall be the duty of the Chairman to preside at all meetings of the corporation. The Chairman shall see that a time and place is arranged for all meetings, and a program is prepared. The Chairman shall appoint all standing and special committees as provided and limited by Article VI.

(6) It shall be the duty of the Chairman-Elect to preside at all meetings when the Chairman is not present, and to assist the Chairman in carrying out the duties of the office of Chairman.

(7) It shall be the duty of the Vice-Chairman of Administration to record the minutes of all meetings of the Corporation.

(8) It shall be the duty of the Executive Director, under the oversight of the Vice-Chairman of Finance and in accord with all policies adopted by the Board of Directors, to receive all dues and other revenues of the corporation, to pay all obligations of the corporation, and to hold all of the corporation's funds in an appropriate bank account.

(9) The business of the corporation shall be directed by a Board of Directors composed of the Chairman; Chairman-Elect, each Vice-Chairman; and the Immediate Past-Chairman. Actions and positions of the Board of Directors shall not conflict with the actions and positions taken by the membership as provided in Article VII.

(10) The Board of Directors shall select and appoint an Executive Director who shall serve at the pleasure of the Board. At the discretion of the Board, the Executive Director may be an independent contractor or an employee of the Corporation. The Executive Director shall be the chief executive officer of the corporation, having all powers and performing all duties appropriate to the capacity and as may be further designated by the Board. Generally, the Executive Director shall perform all acts and have all powers required or authorized by law for the chief executive officer of a corporation, including the signing or verifying of all documents required by law. He shall have the authority to bind the corporation contractually, and to make expenditures on behalf of the corporation. Executive Director shall exercise authority over the selection, employment, compensation and direction of all personnel necessary to operate the corporation and of all vendors and contractors, including legal counsel.

(11) Board members and officers, with the exception of the Executive Director, shall serve without compensation. Payment of expenses for the performance of official duties of an officer or attendance at an official function of the corporation shall not be considered compensation.

Article VI – Committees

(1) There shall be three standing committees of Texas Conference of Urban Counties:

(a) The Policy Committee which shall develop and adopt legislative positions on all matters of State Intergovernmental Relations, as

(4) At any time a county may withdraw from the corporation if the Commissioners Court of such county votes for withdrawal or does not approve the payment of dues; but all dues paid shall remain in the corporation.

(5) Member counties shall be entitled to five (5) votes on all matters involving the corporation which are subject to referendum. Voting shall be limited to county commissioners and county judges or their designated representatives. Provided, however, that no official or representative shall have more than one vote. An elected official may designate a representative to a meeting of the corporation by written notification to the corporation Chairman.

(6) The membership shall meet annually and at such other times and locations as may be set by the Chairman. Written notice of all meetings shall be sent to all members at least 10 days prior to the date of the meeting.

(7) A quorum of any meeting of the corporation shall exist when all members have been duly notified of the time and place of the meeting and representation from at least 10 of the member counties is in attendance. When a quorum, as defined above, is not present but all members have been duly notified of the time and place of a given meeting, and a position on legislation by the corporation is required, such position shall stand as a vote of the corporation until such time as it may be amended or repealed by a later vote of the corporation with a quorum present.

(8) No member shall be personally liable for any indebtedness or liability of the corporation, and any and all creditors shall look only to the assets of the corporation for payment.

Article V - Officers, Duties of, Term of Office; Board of Directors

(1) The membership shall elect a Chairman (who shall serve as President for purposes of the Texas Non-Profit Corporation Act), Chairman-Elect, Vice-Chairman of Finance, Vice-Chairman of Administration (who shall serve as Secretary for the purposes of the Texas Non-Profit Corporation Act), Vice-Chairman of Policy, Vice-Chairman of Education, and Vice-Chairman of Membership. In the event a vacancy should occur in the office of Chairman, the Chairman-Elect shall succeed to the office of Chairman. A special election shall be called by the Chairman to fill a vacancy in any other office.

(2) Officers shall be elected at a regularly scheduled meeting no later than the last scheduled meeting held during an odd-numbered year for a two-year term beginning on January 1 of the next even-numbered year, and shall serve until the end of their term or their successors are elected, whichever comes later.

(3) A person shall be eligible to be elected as an officer of the Corporation only if the person has been nominated for office by the commissioners court of the person's county. The requirement for nomination by the commissioners court does not apply to an incumbent officer of the Corporation.

(4) Other than from the office of Chairman-Elect to the office of Chairman, there shall be no automatic succession from one office to another.

provided by Article VII, and shall be chaired by the Vice-Chairman of Policy;

(b) The Events and Programs Committee which shall have jurisdiction over all continuing education events and programs of the association, and shall be chaired by the Vice-Chairman of Education; and

(c) Member Services Committee which shall have jurisdiction over all services provided to member counties other than continuing education and intergovernmental relations, and shall be chaired by the Vice-Chairman of Membership.

(2) The corporation Chairman may appoint additional standing and special committees as necessary.

(3) A person shall be eligible to be elected a member of the Policy Committee only if the person has been nominated for office by the commissioners court of the person's county.

(4) The corporation Chairman shall appoint the members of all standing committees except for the Policy Committee, which shall be composed as follows:

(a) One position appointed by the commissioners courts of each county with a population of 400,000 or greater;

(b) Six positions representing counties of a population of 200,000 or greater but less than 400,000, as elected by the corporation members from that group of counties in attendance at a meeting for which all members of the class have been provided written notice at least 30-days in advance, to be held once every two years;

(c) Four positions representing counties of a population less than 200,000, as elected by the corporation members from that group of counties in attendance at a meeting for which all members of the class have been provided written notice at least 30-days in advance, to be held once every two years;

(d) Committee members may designate someone to attend a meeting in their absence. If a position becomes vacant, then the other positions from the same class of counties shall nominate an interim representative to serve until the next meeting of the corporation, where upon all members attending from that class of counties shall elect a permanent representative for the vacant position.

(e) County populations shall refer to the latest decennial census report from the US Bureau of the Census.

(5) All members that serve on the Board of Directors shall automatically fill a position on the Policy Committee from their respective county or class of counties instead of the appointment or election of that position.

(6) A quorum of any meeting of a committee shall exist when all committee members have been duly notified of the time and place of the meeting and at least 50% of the committee members (or their designees) are in attendance.

Article VII - Legislative Positions

(1) Legislative positions of Texas Conference and Urban Counties shall be developed and adopted by the Standing Committee on Policy.

(2) Legislative positions adopted by the Standing Committee on Policy shall be reported to all members of the corporation during the next regular or special meeting of the corporation.

(3) Legislative positions adopted by the Standing Committee on Policy may be modified during any regular or special meeting of the corporation by an affirmative vote of two-thirds of the members present and voting.

Article VIII - Fiscal Year, Annual Budget

(1) The Fiscal Year shall commence on October 1.

(2) The corporation shall approve an annual budget during a regularly scheduled meeting no later than the first regularly scheduled meeting of each fiscal year.

(a) The budget shall be submitted to all members of the corporation at least 20 days prior to being considered at the meeting.

(b) The budget shall be approved upon a majority vote of the members present.

County of Hidalgo
State of Texas

RESOLUTION

WHEREAS, The Texas Conference of Urban Counties was established in 1975 to represent the interests of the urban counties in Texas and is reliant on member participation to continue to be effective in impacting state policy decisions; and

WHEREAS, Hidalgo County has found participation in the Urban Counties to be of great benefit to Hidalgo County and to urban counties in general; and

WHEREAS, the Texas Conference of Urban Counties membership has recognized the value of including county commissioners courts in the nominating process for the Policy Committee; and

WHEREAS, Hidalgo County wishes to ensure that the Urban Counties Policy Committee has members who have the full support of their respective commissioners court; and

WHEREAS, _____ has expressed an interest in serving on the Policy Committee to represent the interest of Hidalgo County in the policy development process of Texas Conference of Urban Counties; and

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby nominates _____ to serve on the Policy Committee for the 2012-2013 term.

Dated this 24th day of April, 2012.

_____
RAMON GARCIA
County Judge

_____
JOEL QUINTANILLA
County Commissioner, Pct. 1

_____
HECTOR "TITO' PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-31839 **7. A.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Eric Trevino Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of one (1) applicant in the City of San Juan, (1) applicant in the City of Weslaco, and one (1) applicant in Sullivan City.

BACKGROUND

The following families are being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Ofelia Torres Deferred Loan – Elderly Reconstruction	SJ 75-11-02	San JuanPrecinct # 2	HOME 2011	Lots 21 & 22, Block 15, San Juan Townsite Hidalgo County, Texas
Alicia Vargas Deferred Loan - 50%Loan - 50% Reconstruction	WE 80-11-01	Weslaco Precinct # 1	HOME 2011	Lot 8 and north 15 feet of lot 9, Block 8, Staats Subdivision, an Addition to the City of Weslaco Hidalgo County, TX
Omar & Alberta Gonzalez Deferred Loan – Elderly Reconstruction	SC 77-11-01	Sullivan City Precinct # 3	HOME 2011	0.264 acre of land, more or less, out of a forming part or portion of Tract 250 of share 9 of Porciones38, 39, 40situated in Starr and Hidalgo Counties, Texas described in meets and bounds in a Warranty Deed With Vendor's Lien recorded Volume 2357, Page 133, Official Records, Hidalgo County, Texas

Attachments

applicants

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2012 10:03 AM
Olga Garza	Olga Garza	04/12/2012 04:45 PM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Mary Flores Started On: 04/11/2012 09:18 AM

Final Approval Date: 04/17/2012

Housing Rehab Program

ENTITY: City of Sullivan

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

FUNDING YEAR: HOME 2011

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Owner-Occupied Rehabilitation Program. The applicant has been on the waitlist since September 2010, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project:

Omar & Alberta Gonzalez
SC #77-11-01

Family of two (2)
Applicant's age is 72 and wife's age is 69

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone C
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan- Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 12,372.00
HUD Income Limits (family of 2):	$ 31,150.00

Existing Dwelling: 4 bedrooms frame home, built in 1977

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: City of San Juan

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

FUNDING YEAR: HOME 2011

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Owner-Occupied Rehabilitation Program. The applicant has been on the waitlist since September 2010, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project:

Ofelia Torres
SJ # 75-11-02

Family of one (1)
Applicant's age is 75

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan- Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 13,776.67
HUD Income Limits (family of 1):	$ 27,250.00

Existing Dwelling: 2 bedrooms frame home, built in 1961

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: City of Weslaco

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

FUNDING YEAR: HOME 2011

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Owner-Occupied Rehabilitation Program. The applicant has been on the waitlist since April 2011, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project:

Alicia Vargas
WE #80-11-01

Family of three (3)
Applicant's age is 55, daughters' ages are 21 & 20

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone C
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	45%
Pay Back:	Yes – 50% payback & 50 % Deferred
Number of Bedrooms:	3
Square Feet:	1187
Total annual household income:	$ 20,752.92
HUD Income Limits (family of 3):	$ 35,050.00

Partial pay back due to additional 1 bedroom

Existing Dwelling: 4 bedrooms frame home, built in 1983

RECOMMENDATION:

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

URBAN COUNTY PROGRAM

Hidalgo County Commissioner's Court
Consent Agenda Request Form

No. 31839

By: Eric

Date: April 10, 2012

Meeting Date Request: April 24, 2012

Deadline for Action: A.S.A.P

Contact Person: DIANA R. SERNA, DIRECTOR

Department: HOME Program

Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, Urban County Director

Caption:

Request for approval of one (1) applicant in the City of San Juan, one (1) applicant in the City of Weslaco and one (1) applicant in Sullivan City area under the HOME Homeowner-Occupied Housing Rehabilitation Program.

Background:

The following families are being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Ofelia Torres Deferred Loan – Elderly Reconstruction	SJ 75-11-02	San Juan Precinct # 2	HOME 2011	Lots 21 & 22, Block 15, San Juan Townsite, Hidalgo County, Texas
Alicia Vargas Deferred Loan - 50% Loan - 50% Reconstruction	WE 80-11-01	Weslaco Precinct # 1	HOME 2011	Lot 8 and north 15 feet of lot 9, Block 8, Staats Subdivision, an Addition to the City of Weslaco, Hidalgo County, TX
Omar & Alberta Gonzalez Deferred Loan – Elderly Reconstruction	SC 77-11-01	Sullivan City Precinct # 3	HOME 2011	0.264 acre of land, more or less, out of a forming part or portion of Tract 250 of share 9 of Porciones38, 39, 40situated in Starr and Hidalgo Counties, Texas described in meets and bounds in a Warranty Deed With Vendor's Lien recorded Volume 2357, Page 133, Official Records, Hidalgo County, Texas

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner's Court. Funding is available through the HOME 2011 Budget. The Urban County Program staff recommends approval of applicant's.

Please initial for approval:

Division Director UCP Housing _____

Finance Director _____

Legal Council _____ **Budget** _____ **Human Resources** _____ Dept./Fund No._____ Amount Expended: $ _____ Funds/ Staffing Budgeted: Yes ____ No ____ Amount Code: _____ Impact on Future Budget: Yes_____ No____

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote

AI-31817 **8. A.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Ray Eufracio Submitted By: Delia Orellana, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Approval of Monthly Financial Report for the Month of March 2012

BACKGROUND

Reports will be distributed before Commissioner's Court meeting.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/10/2012 09:16 AM
Erika Zamora	Erika Zamora	04/13/2012 11:39 AM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Delia Orellana Started On: 04/10/2012 08:51 AM

Final Approval Date: 04/17/2012

AI-31943 **9. A.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted By: Flora Vazquez, HEALTH BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Insured Workers' Comp. (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. paying account for claims paid by Tristar Risk Management in the amount of $39,249.74 for the period of 04/01-15/2012 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice
By Organization
certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/17/2012 02:15 PM
Olga Garza	Olga Garza	04/17/2012 04:36 PM
Auditor's Office	Arcilia Duran	04/19/2012 05:45 PM

Form Started By: Flora Vazquez Started On: 04/17/2012 10:41 AM

Final Approval Date: 04/19/2012

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

April 16, 2012

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 89109

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 4/1-4/15/12 (Check#510012-510165) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	39,249.74
TOTAL CURRENT CHARGES	$ 39,249.74
Previous Balance Due	$ 42,733.33

Payments and Credits

04/16/12	Payment received - thank you	42,733.33CR
	Total Payments and Credits	$ 42,733.33CR
	Total Balance Due	$ 39,249.74

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

Custom Payment Total

Hidalgo County WC losses paid 4/1-4/15/12

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Drainage District #1										
					Alternate Organization 1 Total: 2					158.30
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total: 61					12,311.91
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total: 265					26,779.53
					Grand Total: 328					39,249.74

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: April 1-15, 2012 .

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)
TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of $ 39,249.74 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 04/01-15/2012

(Check# 510012-510165)

1). Hidalgo County	$ 26,779.53	
2). Hidalgo County Headstart Program	$ 12,311.91	
3). Community Service Agency		
4). Drainage District #1	$ 158.30	$ 39,249.74

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this payment on the Commissioner's Court Agenda of April 24, 2012 .

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:
$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank
(estimate) $ 110,750.26

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure that:

* All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
* All fees to vendors are appropriate for the type of service provided.
* All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
* All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
* The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Dora Vargas — 04/17/2012
Employee Benefits Director — Date

[signature] — 4/17/2012
Budget Officer — Date

Commissioner's Court Approval — Date

AI-31820 **9. B.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Sergio Cruz Submitted By: Angelica Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of $590,877.02 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 4/01/2012 to 4/13/12.

04/01-06/2012	$250,638.32
04/07-13/2012	$340,238.70
TOTAL	$590,877.02

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 04-01-06-2012
BCBS 04-07-13-2012
Invoices
certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/16/2012 11:42 AM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Angelica Tapia Started On: 04/10/2012

Final Approval Date: 04/17/2012

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **04/01/2012 to 04/06/2012**

SECTION		
0001-0011	HIDALGO COUNTY	$ 210,531.50
0002-0012	HEAD START	$ 39,283.11
0003-0013	APPRAISAL DISTRICT	$ 7,561.97
0004-0014	COMMUNITY SERVICE AGENCY	$ 2,059.58
0005-0015	DRAINAGE DISTRICT NO.1	$ 5,700.63
0006-0016	RETIREES	$ 9,285.46
9001-9002	COBRA	$ 2,563.35
	STOP LOSS	$ (26,347.28)
	TOTAL	$ 250,638.32

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **04/07/2012 to 04/13/2012**

SECTION			
0001-0011	HIDALGO COUNTY	$	290,257.77
0002-0012	HEAD START	$	27,511.56
0003-0013	APPRAISAL DISTRICT	$	3,617.40
0004-0014	COMMUNITY SERVICE AGENCY	$	4,100.91
0005-0015	DRAINAGE DISTRICT NO.1	$	4,467.34
0006-0016	RETIREES	$	4,594.85
9001-9002	COBRA	$	5,688.87
	STOP LOSS	$	-
	TOTAL	$	340,238.70

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 04/01/2012 - 04/06/2012 Process Date: 04/06/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 04/01/2012 - 04/06/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$210,531.50	$210,531.50	$44,363.56	$0.00	$166,167.94	2,649
TX433	01	002	HEAD START	$39,283.11	$39,283.11	$12,211.63	$0.00	$27,071.48	612
TX433	01	003	APPRAISAL DISTRICT	$7,561.97	$7,561.97	$1,748.19	$0.00	$5,813.78	74
TX433	01	004	COMMUNITY SERVICE	$2,059.58	$2,059.58	$269.10	$0.00	$1,790.48	45
TX433	01	005	DRAINAGE DISTRICT	$5,700.63	$5,700.63	$2,429.37	$0.00	$3,271.26	128
TX433	01	006	RETIREES	$9,285.46	$9,285.46	$2,597.08	$0.00	$6,688.38	56
TX433	01	007	COBRA	$2,563.35	$2,563.35	$1,914.24	$0.00	$649.11	24
			STOPLOSS	($26,347.28)	($26,347.28)	$0.00	$0.00	$0.00	0
			Customer Total Claims	$276,985.60	$276,985.60	$65,533.17	$0.00	$211,452.43	3,588
			STOPLOSS Total	($26,347.28)	($26,347.28)	$0.00	$0.00	$0.00	0
			Customer Grand Total	$250,638.32	$250,638.32	$65,533.17	$0.00	$211,452.43	3,588

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 04/07/2012 - 04/13/2012 Process Date: 04/13/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 04/07/2012 - 04/13/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$500,789.27	$290,257.77	$61,807.42	$0.00	$228,450.35	2,123
TX433	01	002	HEAD START	$66,794.67	$27,511.56	$5,403.02	$0.00	$22,108.54	336
TX433	01	003	APPRAISAL DISTRICT	$11,179.37	$3,617.40	$1,253.39	$0.00	$2,364.01	61
TX433	01	004	COMMUNITY SERVICE	$6,160.49	$4,100.91	$846.97	$0.00	$3,253.94	35
TX433	01	005	DRAINAGE DISTRICT	$10,167.97	$4,467.34	$898.04	$0.00	$3,569.30	87
TX433	01	006	RETIREES	$13,880.31	$4,594.85	$4,034.92	$0.00	$559.93	35
TX433	01	007	COBRA	$8,252.22	$5,688.87	$2,139.92	$0.00	$3,548.95	40
			STOPLOSS	($26,347.28)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$617,224.30	$340,238.70	$76,383.68	$0.00	$263,855.02	2,717
			STOPLOSS Total	($26,347.28)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$590,877.02	$340,238.70	$76,383.68	$0.00	$263,855.02	2,717

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **April 01, 2012 thru April 13, 2012**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$590,877.02**.

1). Hidalgo County
2). Hidalgo County Head Start Program
3). Hidalgo County Community Service Agency
4). Hidalgo County Urban County Program
5). Hidalgo County Drainage District No.1
6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 04/01/2012 to 04/13/2012 is $590,877.02.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of April 24, 2012.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Head Start Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Flora Vargas — Employee Benefits Manager — Date 4/16/2012

Dept. of Budget & Management Budget Officer — Date 4/19/2012

Commissioner's Court Approval — Date

AI-31988 **10. A.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of payment of Invoice #H012-2534-$60,455.00 submitted by contracted architect, ERO International, dba, ERO Architects in connection with, "Courthouse Master Plan"-C-11-210-02-07.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-115-002-0-334

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

BUDGETARY IMPACT:

PO# 671767 for ERO International, LLP

Amount available as of 4-20-12 $60,455.00

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/20/2012 08:54 AM
Budget & Management	Merlen P. Munoz	04/20/2012 09:25 AM
Ivan Cantu	Ivan Cantu	04/20/2012 01:15 PM
Auditor's Office	Angela Garcia	04/20/2012 03:50 PM

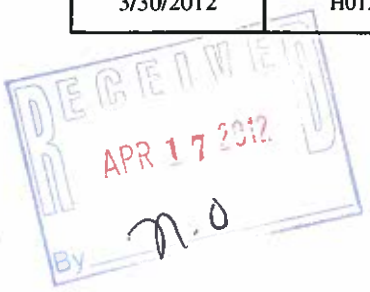
Form Started By: Rocio Villarreal Started On: 04/19/2012 02:02 PM

Final Approval Date: 04/20/2012

ero architects
300 S. 8th Street
McAllen, TX 78501
Tel.#956-661-0400 Fax#956-661-0401

Invoice

Date	Invoice #
3/30/2012	H012-2534



Bill To
Martha Salazar Director of Purchasing 2812 S. Business Hwy 281 Edinburg, TX 78539

P.O. No.	Terms	Due Date	Project
	Net 30	4/29/2012	11011-Courthouse Master Plan

Architectural and Consultant Serv. for a fee not to exceed $235,000 (Hours 12.01.11 thru 3.31.12)

Description	Rate	Total Number of Hours	Amount
Project Manager	155.00	66	10,230.00
Architectural Intern	125.00	729	91,125.00
CADD Technician	100.00	222	22,200.00
Consultant - Broaddus & Associates	0.00		0.00
Primary Team Member	180.00	48	8,640.00
Project Manager	155.00	338	52,390.00
Adjustment - fee not to exceed $235,000 (previously invoiced $174,545, amount left to bill is $60,455)	-124,130.00		-124,130.00

Total $60,455.00

AI-31990 **10. B.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice #11324101 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: 2012 ACCT. #: 2-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

PO 658778 for L & G Consulting Engineers, Inc.-Amount available as of 4-20-12 $81,464.60

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/20/2012 08:58 AM
Budget & Management	Merlen P. Munoz	04/20/2012 09:25 AM
Ivan Cantu	Ivan Cantu	04/20/2012 01:55 PM
Auditor's Office	Angela Garcia	04/20/2012 03:50 PM

Form Started By: Rocio Villarreal Started On: 04/19/2012 02:30 PM

Final Approval Date: 04/20/2012

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324101
INVOICE DATE: 03/31/12

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

Engineering services for the month of March 2012.

HCMPO POLICY MTG			
March 2012	1.00	2327.560	2,327.56
HCMPO POLICY MTG TOTAL:			2,327.56
HCMPO TECH MEETING			
March 2012	1.00	2327.560	2,327.56
HCMPO TECH MEETING TOTAL:			2,327.56
HCRMA STATUS & PROG			
March 2012	1.00	2327.560	2,327.56
HCRMA STATUS & PROG TOTAL:			2,327.56
TOTAL			6,982.68

Project Manager's Signature

AGENDA

Hidalgo County Metropolitan Planning Organization
Technical Advisory Committee Meeting
HCMPO Conference Room
510 South Pleasantview Drive
Weslaco, TX.
Tuesday, March 6, 2012
@ 1:30 PM

1)	Roll Call		Chairman
2)	Approval of Minutes of February 7, 2012	(ACTION ITEM)	MPO Staff
3)	Cost Over-Run Project(s) (If Needed)	(ACTION ITEM)	TxDOT
4)	Discussion and Approval of Thoroughfare Plan Map	(ACTION ITEM)	MPO Staff
5)	Discussion and Approval of Functional Class Revision	(ACTION ITEM)	MPO Staff
6)	Discussion and Approval of Down Town Edinburg Study	(ACTION ITEM)	MPO Staff
7)	Discussion of FY 2011-2014 MTP/TIP Amendment	(DISCUSSION ITEM)	MPO Staff
8)	Presentation on Hidalgo County Commuter Rail District Feasibility Study	(DISCUSSION ITEM)	HCCRD
9)	Disussion on "No Truck in Left Lane" Study	(DISCUSSION ITEM)	TxDOT
10)	Monthly Letting Update	(DISCUSSION ITEM)	TxDOT
11)	Staff Report	(UPDATE / DISCUSSION / ACTION ITEM)	MPO Staff

A. Calendar: March & April 2012
B. Legislative / RTAP Update
C. HCMPO Budget Report

12)	HCRMA Update	(UPDATE)	HCRMA
13)	Valley Metro	(UPDATE)	VALLEY METRO
14)	Metro	(UPDATE)	METRO
15)	Hidalgo County Commuter Rail District	(UPDATE)	HCCRD
16)	Old or New Business	(UPDATE / DISCUSSION / ACTION ITEM)	Chairman
17)	Adjournment		

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION

Technical Advisory Committee Meeting –Tuesday, March 06, 2012

HCMPO Conference Room

Weslaco, TX.

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Anthony Garza	Hidalgo Co.			
2.	Jose [illegible]	C/Mission; LTG	585 1904		
3.	[illegible] Taylor	McAllen	681-1250		
4.	Michelle Lefkowitz	Mercedes	Same		
5.	Liz Suarez	City of McAllen	681 3500	681 3507	esuarez@mcallen.net
6.	Oscar Cuellar II	Pharr	581-3345		
7.	[illegible]	HCCRA			
8.	Mario Delgado	CO McAllen	681-3501		mdelgado@mcallen
9.	TOM LOGAN				tlogan@lrgvdc.trans.t.org
10.	Jaime Sandoval	CO Alamo			
11.	William F. Ueckert Jr.	City of Pharr	702-5335		william.ueckert@pharr-tx.gov
12.	Luis Guajardo	LRGVDC-VM			
13.	Fernando Martinez	City of Edinburg	388-8210		
14.	JEREMY SANTOSCOY	City of McALLEN			
15.	[illegible]	City of Edinburg	388-8202		

AGENDA

Hidalgo County Metropolitan Planning Organization
Policy Committee Meeting
HCMPO Conference Room
510 South Pleasantview Drive
March 15, 2012
@ 5:30 PM

TAB I	**ROLL CALL**		
TAB II	**CITIZEN'S INPUT**		
TAB III	**PRESENTATIONS / ACTION / DISCUSSION ITEM(S)**		
	A. Approval of Minutes ➢ January 19, 2012	**(ACTION ITEM)**	**CHAIRMAN**
	B. Discussion & Approval of Thoroughfare Plan Map	**(ACTION ITEM)**	**CHAIRMAN**
	C. Discussion & Approval of Functional Class Revision	**(ACTION ITEM)**	**MPO STAFF**
	D. Discussion & Approval to Enter Into Contract with Aldana Engineering	**(ACTION ITEM)**	**MPO STAFF**
	E. Discussion & Approval of JARC and New Freedom Application	**(ACTION ITEM)**	**MPO STAFF**
	F. Discussion & Approval of HCCRD Resolution of Support for Feasibility Study	**(ACTION ITEM)**	**MPO STAFF**
	G. Discussion & Approval of HCMPO Out of Town Travel for AMPO Meeting	**(ACTION ITEM)**	**MPO STAFF**
	H. Discussion & Approval of MTP/TIP Amendments	**(DISCUSSION ITEM)**	**MPO STAFF**
	I. Monthly Letting Update	**(UPDATE ITEM)**	**TxDOT**
TAB IV	**STAFF REPORT**	**(UPDATE / DISCUSSION / ACTION ITEM)**	**MPO STAFF**
	A. Calendar: March & April 2012 B. Legislative / RTAP Update C. HCMPO Budget Report		
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

March 15, 2012

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Anthony Garza	L+C			
2.	Bob Garza	San Juan			
3.	Raymond Stanton	TxDOT-Edinburg	7026232		
4.	Joey Ellington	TxDOT.			
5.	Yvette Barrera	McAllen	681-1158		
6.	Valente Olivarez	TxDOT			
7.	Rio Palacios Jr	Alamo	682-2103		
8.	Bill Heckert	Pharr	702-5335		
9.	Joe. m. Flores	Hidalgo C.			
10.	Ed Clark	McAllen	681-1250		
11.	Porciano Gonzalez	Edinburg	388 8210		
12.	Jeremy Satoscoy	McAllen			
13.	Michael Lee	Hidalgo County	318-2600		
14.	G. Rennes	City of Hidalgo	655-3423		
15.					

L&G Engineering
Transportation Consultants

MEMO

To: Hidalgo Co. Comm. Pct. #3, Joe Flores

From: Jacinto Garza, P.E.

Date: March 13, 2012

RE: Hidalgo County Metropolitan Planning Organization (HCMPO) Policy Committee Meeting, March 15, 2012 at 5:30 p.m. – Action Items and Recommendations

Desk Of: Anthony Garza

As your Technical Representative for the Hidalgo County MPO, attached for your use and information, is the Policy Committee Meeting Agenda and Packet made available on March 12, 2012 for the upcoming meeting to be held on Thursday, March 15, 2012 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 Thoroughfare Plan Map **(ACTION ITEM) CHAIRMAN**

TECHNICAL INFORMATION:
The HCMPO had released a call for revisions to the thoroughfare plan map in the preceding months. Entities have been provided appropriate notification and time to prepare and submit revisions.

RECCOMENDATION:
It is our recommendation that to approve as presented by staff.

C. Discussion & Approval of Functional Class Revision **(ACTION ITEM) MPO STAFF**

TECHNICAL INFORMATION:
TxDOT requested two revisions to the HCMPO functional classification map.

- L&G initiated the revisions to Mile 2 North
- TxDOT initiated the revisions to FM 491

RECCOMENDATION:
It is our recommendation that to approve as presented by staff.

D. Discussion & Approval to Enter Into Contract with Aldana Engineering **(ACTION ITEM) MPO STAFF**

TECHNICAL INFORMATION:
The HCMPO received a request from the City of Edinburg to study traffic in the downtown Edinburg area. The RFQ was released on December 18, 2011. This item has come before the Technical and Policy board(s) in January 2012 where it was approved that the HCMPO begin negotiations.

RECCOMENDATION:
Negotiations have been completed and it is our recommendation to approve this item as presented by staff in the amount of $41,802.

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

E. Discussion & Approval of JARC and New Freedom Application (ACTION ITEM) MPO STAFF

TECHNICAL INFORMATION:
The Job Access / Reverse Commute grant program is intended to fund "the development and maintenance of transportation services designated to transport welfare recipients and eligible low-income individuals to and from jobs and activities related to their employment." The Hidalgo County urbanized area has remaining apportionments of $514,853 for fiscal year 2011 and $464,393 for fiscal year 2012. (total = $979,246)

RECCOMENDATION:
It is our recommendation to approve this item as presented by staff. HCMPO staff will be coordinating with entities to locate projects that are potentially eligible and assist in the completion of an application.

F. Discussion & Approval of HCCRD Resolution of Support for (ACTION ITEM) MPO STAFF
Feasibility Study

TECHNICAL INFORMATION:
The Hidalgo County Commuter Rail District is preparing to complete a feasibility study. This item proposes to have the HCMPO prepare a resolution of support for the study.

G. Discussion & Approval of HCMPO Out of Town Travel for AMPO Meeting (ACTION ITEM) MPO STAFF

TECHNICAL INFORMATION:
This is a request for two HCMPO staff to attend the Association of Metropolitan Transportation Organizations meeting in May 2012.

H. Discussion & Approval of MTP/TIP Amendments (DISCUSSION ITEM) MPO STAFF

TECHNICAL INFORMATION:
In the preceding months the HCMPO has requested updates on the status of transportation projects within the first 10 years of the short range (2013-2016 TIP) and long range (2010-2035 MTP) planning documents.

Projects that are actively being developed should be given priority for Category 7 funding within this 10 year window to ensure they are reviewed by TxDOT / FHWA. Project updates have been provided to the MPO for county projects, this is done in an effort to retain/seek funding for the county. Through an extensive effort by HCMPO staff and the TAC, additional county projects were funded in the TIP and MTP.

RECCOMENDATION:
We recommend approval of the amendments as presented with a revision included to fulfill the request for funding of the Tom Gil Road project with TRENDS planning funds as previously discussed with MPO staff.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING

5:30 PM, MONDAY, MARCH 5, 2012

LRGVDC TRANSPORTATION CENTER

510 S. PLEASANTVIEW DRIVE

WESLACO, TEXAS

PRESIDING: DENNIS BURLESON, CHAIRMAN

---

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

2 PUBLIC COMMENT

3. REPORTS:
   A. Update on Strategic Plan – Godfrey Garza, Administrative and Managerial Consultant / Louis Jones, Dannenbaum Engineering Corporation

4. ACTION ITEMS: DISCUSSION, CONSIDERATION AND POSSIBLE ACTION – Dennis Burleson, Chairman
   A. Discussion, consideration and approval of interlocal agreement with City of McAllen for professional services – Resolution 2012-05

5. CHAIRMAN'S REPORT:
   A. Calendar

6. 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)

BOARD OF DIRECTORS SPECIAL MEETING

MONDAY, MARCH 5, 2012

LRGVDC TRANSPORTATION CENTER

510 S. PLEASANTVIEW DRIVE

WESLACO, TEXAS

	NAME (Please Print)	ENTITY/ORGANIZATION	PHONE	EMAIL
1	Humberto Garza	Hidalgo County Pct. 4	975-6650	humberto.garza@co.hidalgo.tx.us
2	Norma Y. Garza	TxDOT		
3	Eric Davila	Pharr-San Juan-Alamo		
4	YARA CORBITT	CARTWIN ENGR.	789-0239	
5	Juan Castillo	DOS LAND SURV.	975-0239	
6	Anthony Garza			
7	Victor Salinas	Comm. La Joya ISD	207-6715	
8	Ramiro Gutierrez	RGEC	782-2557	rgutierrez@rgec.net
9	Jeremy Santoscoy	City of McAllen		
10	Phillip Ramirez	SJB Engineering	926-5004	
11	Jose Trevino	HNTB	522-0362	
12	Sanchez Jose A	TEDSI	424-7898	jasanchez@tedsi.com
13	Michael Leo	Hidalgo Co. Judges Office	318-2600	
14				
15				
16				
17				
18				
19				
20				
21				
22				

L&G Engineering
Transportation Consultants

MEMO

To: Hidalgo County Judge, Ramon Garcia

From: Jacinto Garza, P.E.

Date: March 8, 2012

RE: Hidalgo County Regional Mobility Authority (HCRMA) Meeting, March 5, 2012 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(s) for the meeting(s) held on Tuesday March 5 2012 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:
A. Update on Strategic Plan – Godfrey Garza, Administrative and Managerial Consultant / Louis Jones, Dannenbaum Engineering Corporation

The General Engineering Consultant (GEC) reported that they are meeting with local elected officials to gain input on the strategic plan being developed by the RMA. The board plans to go before the Hidalgo County Commissioners Court before the end of the month.

4. ACTION ITEMS: DISCUSSION, CONSIDERATION AND POSSIBLE ACTION – Dennis Burleson, Chairman
A. Discussion, consideration and approval of interlocal agreement with City of McAllen for professional services – Resolution 2012-05

This item was approved by the board, resulting in the hiring of Pilar Rodriguez as a full time Executive Director of the HCRMA. This is pending the corresponding agreement will go before the McAllen City Council March 12, 2012.

6. 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.

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

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

AI-31959 **10. C.**

CC CONSENT

Meeting Date: 04/24/2012

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

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Application for Payment No.5-$29,192.58 from Mission Paving Company, Inc., awarded contractor for "Tower Road Phase I Project", #C-11-044B-06-28 as certified for payment by project engineer, Raul E. Sesin, with the authority to issue payment after audit and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-049-0-731

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

BUDGETARY IMPACT:

PO #662859 available balane in the amount of $148,480.90 as of 4/18/2012

Attachments

Pmt. No.5

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/18/2012 02:00 PM
Budget & Management	Merlen P. Munoz	04/18/2012 02:31 PM
Auditor's Office	Angela Garcia	04/20/2012 03:50 PM

Form Started By: Yolanda Cisneros Started On: 04/18/2012 01:17 PM

Final Approval Date: 04/20/2012

APPLICATION FOR PAYMENT NO. 5

To: **HIDALGO COUNTY** (OWNER)
From: **MISSION PAVING COMPANY, INC.** (CONTRACTOR)
Contract: **C-11-044B-06-28**
Project: **TOWER ROAD PH I STREET AND DRAINAGE IMPROVEMENTS PROJECT**
Owner's Contract No. **C-11-044B-06-28** Engineer's Project No. 2011-044-06-15-MSS
For Work accomplished through the date of: **3/25/2012**

1. Original Contract Price:		$ 225,690.90
2. Net change by Change Order and Written Agreements(+or-):		$ 31,368.95
3. Current Contract Price (1 plus 2):		$ 257,059.85
4. Total completed and stored to date:		$ 257,059.85
5. Retainage (per Agreement):		
10% of completed Work:	$ 25,705.99	
10% of stored material	$ -	
Total Retainage:	$ 25,705.99	
6. Total completed and stored to date less retainage (4 minus 5)		$ 231,353.86
7. Less previous Application for Payments:		$ 202,161.28
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 29,192.58

Accompanying Documentation:

PO # 662859
2-1200-431-00-122-049-0-731
Req # 201336

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 5 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 March 25, 2012

Mission Paving Company, Inc.
CONTRACTOR
By: Miratala T. Chapa
Miratala T. Chapa, Treas / Asst Secr

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 22th day of March, 2012

NORMA N. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
March 30, 2013

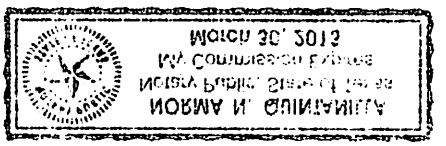
Norma N. Quintanilla
Notary Public
My Commission expires: 3/30/2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 03/29/12

HIDALGO COUNTY PLANNING DEPT.
ENGINEER
By: PE

INVOICE RECEIVED BY:
ON 3/30/12
GOODS/SERVICES RECEIVED BY:
ON 3/30/12


NORMA M. GRINTANILLA
Notary Public, State of Texas
My Commission Expires
March 30, 2013

Mission Paving Company, Inc.	Contractor Name
10/21/2011	Starting Date
1/18/2012	Project Ending Date
Mr. Raul Sasin, P.E.	Engineer's / County Project Description

Application No.: 5
Application Date: 3/22/2012
Period To: 3/25/2012
Engineer's / County Project No.: C-11-044B-06-28

					Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month			Fourth Month			Fifth Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		DRAINAGE: ALTERNATE #1																									
1		18" RCP-RJ Cl III	L.F.	$ 35.25	848	29,821.50	$ -	0.0	-	0		-	16	16	564.00	192	208	6,768.00	486.00	694.00	17,131.50	152.00	846.00	5,358.00	29,821.50	0.0	0.00
2		24" RCP-RJ Cl III	L.F.	$ 30.10	254	7,645.40	$ -	0.0	-	0		-	0	0	-	171	171	5,147.10	83.00	254.00	2,498.30	-	254.00	-	7,645.40	0.0	0.00
3		30" RCP-RJ Cl III	L.F.	$ 37.50	2648	99,225.00	$ -	0.0	-	0		-	656	656	24,600.00	1,890	2,546	70,875.00	100.00	2,646.00	3,750.00	-	2,646.00	-	99,225.00	0.0	0.00
4		Trench Protection	L.F.	$ 1.50	3746	5,619.00	$ -	0.0	-	0		-	672	672	1,008.00	2,253	2,925	3,379.50	669.00	3,594.00	1,003.50	152.00	3,746.00	228.00	5,619.00	0.0	0.00
5		Manholes	E.A.	$ 1,800.00	2	3,600.00	$ -	0.0	-	0		-	2	2	3,600.00	-	2	-	-	2.00	-	-	2.00	-	3,600.00	0.0	0.00
6		Type "F" Inlets w/ One Extension	E.A.	$ 4,025.00	14	56,350.00	$ -	0.0	-	0		-	2	2	8,050.00	8	10	32,200.00	-	10.00	-	4.00	14.00	16,100.00	56,350.00	0.0	0.00
7		18" Safety End Treatment	E.A.	$ 800.00	6	4,800.00	$ -	0.0	-	0		-	0	0	-	-	-	-	6.00	6.00	4,800.00	-	6.00	-	4,800.00	0.0	0.00
8		Re-Grade Roadside Ditches and Re-Lay	L.S.	$ 3,430.00	1	3,430.00	$ -	0.0	-	0		-				-	-	-	1.00	1.00	3,430.00	-	1.00	-	3,430.00	0.0	0.00
		Culvert Pipes As Per Plan																								0.0	
9		Type "F" SPL-1 Inlet w/ One Extension	E.A.	$ 3,800.00	4	15,200.00	$ -	0.0	-	0		-	0	0	-	2.00	2.00	7,600.00	2.00	4.00	7,600.00	-	4.00	-	15,200.00	0.0	0.00
		Line at Sta 25+70																									
1		C.O. #1 Additional Work Traffic Control	L.S				$ 17,000.00	1.0	17,000.00	0.30	0.3	5,100.00	0.10	0.4	1,700.00	0.30	0.70	5,100.00	0.25	0.95	4,250.00	0.05	1.00	850.00	17,000.00	0	0.00
		C.O. #2 Time Extension (55 days)										-															
1		C.O. #3 Additional manhole & connection to an	L.S.				$ 4,468.75	1	4,468.75			-							1.00	1.00	4,468.75	-	1.00	-	4,468.75	0	0.00
		existing outfall																									
1		C.O. #4 Time Extension (7 days)																									
1		C.O. #5 Additional 18" R.C.P. & Connections	L.S.				$ 5,875.20	1	5,875.20													1.00	1.00	5,875.20	5,875.20	0	0.00
1		C.O. #6 Additional Type F Inlet	L.S.				$ 4,025.00	1.00	4,025.00													1.00	1.00	4,025.00	4,025.00	0	0.00
		Total Roadway				**225,690.90**			**31,368.95**			**5,100.00**			**39,522.00**			**131,069.60**			**48,932.05**				**257,059.85**		**0.00**
		Material On Hand																									
1		R.C.P. Pipe, Type "F" Inlets, Manholes, gravel for																									
		bedding and labor, equipment to unload material	L.S.	$ 14,074.00	1.0	14,074.00				1	1	14,074.00	1	31174	31,174.00	1.00	16,588.00	16,588.00	1.00	(12,588.00)	(12,588.00)				-	0.0	0.0
		at Project Site.											1	(14,588.00)	(14,588.00)		(400.00)	(4,000.00)									
		Total Drainage				**14,074.00**			-			**14,074.00**			**16,588.00**			**12,588.00**			**(12,588.00)**				-		
		TOTAL BASE AMOUNTS:				**239,764.90**			**31,368.95**			**19,174.00**			**56,110.00**			**143,657.60**			**36,344.05**				**257,059.85**		**0.00**

Sam Vaughn
Print Name

22-Mar-12
Date

Signature

Estimate Quantity Update Worksheet

Date: 22-Mar-12

Colonia:
Roadway: Tower Road Ph I
Control:
Project No: C-11-044B-06-28
County: Hidalgo
Est. No: 5

Contractor: Mission Paving Company, Inc.
Contract Price: $257,059.85
Work Done this Mo.: $257,059.85
% Complete: 100.00%

Date Began: 21-Oct-11
Contract Time: 157
Time Charged: 146
% Time Used: 92.99%

Work Type: Drainage
Limits:
From: Owassa Rd
To: Minnesota Rd

						FIRST MONTH			SECOND MONTH			THIRD MONTH			FOURTH MONTH			FIFTH MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	Drainage: Alternate #1																			
1	18" R.C.P.-RL CL III	L.F.	846	$35.25	$29,821.50	0	0	$0.00	16	16	$564.00	192	208	6,768.00	486	694	17,131.50	152.00	848.00	5,358.00
2	24" R.C.P.-RL CL III	L.F.	254	$30.10	$7,645.40	0	0	$0.00	0	0	$0.00	171	171	5,147.10	83	254	2,498.30	0.00	254.00	0.00
3	30" R.C.P.-RL CL III	L.F.	2,646	$37.50	$99,225.00	0	0	$0.00	656	656	$24,600.00	1890	2,546	70,875.00	100	2646	3,750.00	0.00	2,646.00	0.00
4	Trench Protection	L.F.	3,746	$1.50	$5,619.00	0	0	$0.00	672	0	$1,008.00	2253	2,925	3,379.50	669	3594	1,003.50	152.00	3,746.00	228.00
5	Manholes	E.A.	2	$1,800.00	$3,600.00	0	0	$0.00	2	2	$3,600.00	0	2	0.00	0	2	0.00	0.00	2.00	0.00
6	Type "F" Inlets w/ One Extension	E.A.	14	$4,025.00	$56,350.00	0	0	$0.00	2	2	$8,050.00	8	10	32,200.00	0	10	0.00	4.00	14.00	16,100.00
7	18" Safety End Treatment	E.A.	6	$800.00	$4,800.00	0	0	$0.00	0	0	$0.00	0	0	0.00	6	6	4,800.00	0.00	6.00	0.00
8	Re-Grade Roadside Ditches and Re-Lay Culvert Pipes As Per Plan	L.S.	1	$3,430.00	$3,430.00	0	0	$0.00	0	0	$0.00	0	0	0.00	1	1	3,430.00	0.00	1.00	0.00
9	Type "F" SPL-1 Inlets w/ One Extension	E.A.	4	$3,800.00	$15,200.00	0	0	$0.00	0	0	$0.00	2	2	7,600.00	2	4	7,600.00	0.00	4.00	0.00
10	Material on Hand	L.S.	1	$14,074.00	$14,074.00	1	1.000	$14,074.00	1	16588	$16,588.00	1	12,588	12,588.00						
C.O. #1	Additional Work for Traffic Control county. Added days to contract.	LS	1	$17,000.00	$17,000.00	0.30	0.30	$5,100.00	0.10	0.40	$1,700.00	0.30	0.70	5,100.00	0.25	0.95	4,250.00	0.05	1.00	850.00
C.O. #2	Additional Days Added																			
C.O. #3	Additional Manhole & connection to exisstng outfall	LS	1	$4,468.75	$4,468.75										1	1	4,468.75	0.00	1.00	0.00
C.O. #4	Additional Days for Inclement waether																			
C.O. #5	Additional 18" RCP with Connections	LS	1	$5,875.20	$5,875.20													1	1	5,875.20
C.O. #6	Additional Type "F" Inlet	LS	1	$4,025.00	$4,025.00													1	1	4,025.00

Monthly Totals:	$19,174.00	$56,110.00	143,657.60	48,932.05	32,436.20
Roadway:	$5,100.00	$39,522.00	$131,069.60	$48,932.05	$32,436.20
Material On Hand:	$14,074.00	$16,588.00	$12,588.00	$0.00	$0.00

Total to Date

Roadway:	$257,059.85
Material On Hand:	$0.00
Total	$257,059.85

Prepared and Checked By:

Signature: 
Printed Name: Sam Vaughn

Date: 22-Mar-12

Estimate Opinion Worksheet

ITEM NO.	DESCRIPTION	QTY.	UNIT	MATERIAL		LABOR		EQUIPMENT		SUBCONTRACT		OTHER		TOTAL
				UNIT COST	TOTAL	MAN-HOURS	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	

AI-31938 **10. D.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment for the following invoices as submitted by S&B Infrastructure, LTD., project engineer for "Raymondville Drain Project-County Wide" in connection with Contract #C-10-164-04-20-PO#642615 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

1. Invoice #U1445-07-Invoice Period through December 31, 2011 in the amount of $232,147.00
2. Invoice #U1445-08-Invoice Period through January 31, 2012 in the amount of $312,997.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1341-431-50-115-078-0-733

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

BUDGETARY IMPACT:

PO #642615 for S & B Infrastructure, LTD in relation to the Raymondville Drain project.

Amount available as of 4-18-12	$2,497,084.00
Less Inv. #U-1445-07	($232,147.00)
Less Inv. #U-1445-08	($312,997.00)
Amount o/s to be billed/paid	$1,951,940.00

Attachments

INVOICE #U1445-07

INVOICE #U1445-08

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/18/2012 12:04 PM
Budget & Management	Merlen P. Munoz	04/18/2012 01:00 PM
Ivan Cantu	Ivan Cantu	04/18/2012 04:25 PM
Auditor's Office	Angela Garcia	04/20/2012 03:50 PM

Form Started By: Vangie Garcia Started On: 04/17/2012 09:54 AM

Final Approval Date: 04/20/2012

S&B INFRASTRUCTURE, LTD.
Engineering ✣ Management ✣ Technology

INVOICE

January 11, 2012

Hidalgo County
Attention: Godfrey Garza, District Manager HCDD1
902 North Doolittle
Edinburg, Texas 78539

Project Description:
CONTRACT NO. 2010-164-04-20
"Design and Expansion of the Raymondville Drain Outfall System"

S&B Invoice No.: U1445-07
Invoice Period: Through December 31, 2011

	QTY	UNIT	UNIT PRICE	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
Design and Expansion of the Raymondville Drain Outfall System	1	LS	$6,000,000	62%	$ 3,735,063.00	$ 3,502,916.00	$ 232,147.00
					PAYMENT IS REQUESTED IN THE AMOUNT OF:		$ 232,147.00

I hereby certify that this invoice is true and correct, and that all services indicated have been provided.

Godfrey Garza Jr 4/13/2012

S & B INFRASTRUCTURE, LTD.

Daniel O. Rios, PE
Senior Vice-President / Project Manager

IN ACCORDANCE WITH OUR CONTRACT,
PLEASE REMIT: $ 232,147.00

S & B INFRASTRUCTURE, LTD.
P. O. Box 201013
Houston, Texas 77216-1013

Attachments:
PROGRESS REPORT NO. 7

HIDALGO COUNTY
APR 16 2012
DRAINAGE DISTRICT #1

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 4/12/12 BY:

5408 North 10th Street • McAllen, Texas 78504 • 956.926.5000 • Fax 956.994.0427

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain
CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO.7

Progress Period: Through December 31, 2011

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.101 - GCM - Hidalgo County							
1	GCM - Hidalgo County		$239,342	75%	$179,507	$167,539	$ 11,967
	Sub Total (GCM - Hidalgo County)		**$239,342**	**75%**	**$179,507**	**$167,539**	**$ 11,967**
U1445.102 - GCM-Willacy County							
2	GCM - Wilacy County		$180,367	75%	$135,275	$126,257	$ 9,018
	Sub Total (GCM - Willacy County)		**$180,367**	**75%**	**$135,275**	**$126,257**	**$ 9,018**

Note: Expanded detail for progress are shown for the following areas in Attachments B and C of this report.

U1445.201 - Environmental - Hidalgo County							
3	Environmental - Hidalgo County		$100,000	75%	$75,000	$75,000	$ -
	Sub Total (Environmental - Hidalgo County)		**$100,000**	**75%**	**$75,000**	**$75,000**	**$ -**
U1445.202 - Environmental - Willacy County							
4	Environmetnal - Willacy County		$2,490,000	48%	$1,195,200	$1,120,500	$ 74,700
	Sub Total (Environmental - Willacy County)		**$2,490,000**	**48%**	**$1,195,200**	**$1,120,500**	**$ 74,700**
U1445.601 - GRR - Hidaglo County (H&H, Plan Formulation, Economic Studies, Report Prep)							
5	GRR - Hidalgo County		$368,000	85%	$312,800	$301,760	$ 11,040
	Sub Total (GRR - Hidalgo County)		**$368,000**	**85%**	**$312,800**	**$301,760**	**$ 11,040**
U1445.602 - GRR - Willacy County (H&H, Plan Formulation, Economic Studies, Report Prep)							
6	GRR - Willacy County (H&H, PlanForm, Eco, Report Prep)		$836,145	85%	$710,723	$585,302	$ 125,422
	Sub Total (GRR - Willacy Coy (H&H, PlanForm, Eco, Report Prep))		**$836,145**	**85%**	**$710,723**	**$585,302**	**$ 125,422**
U1445.802 - GRR - Willacy County (Site Prep, Prelim Engr, Cost Estimates)							
7	GRR - Willacy County (Site Prep, Prelim Engr, Cost Estimates)		$452,813	86%	$389,419	$389,419	$ -
	Sub Total (GRR - Willacy Co (Site Prep, Prelim Engr, Cost Estimates))		**$452,813**	**86%**	**$389,419**	**$389,419**	**$ -**

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO.7

Progress Period: Through December 31, 2011

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.810 - PS&E - Hidalgo County							
8	PS&E - Hidalgo County		$1,333,333	55%	$737,139	$737,139	$ -
	Sub Total (PS&E - Hidalgo County)		**$1,333,333**	**55%**	**$737,139**	**$737,139**	**$ -**
	Sub Total (TECHNICAL WORK ACTIVITIES)		**$6,000,000**	**62%**	**$3,735,063**	**$3,502,916**	**$232,147**
	TOTAL:		**$6,000,000**	**62%**	**$3,735,063**	**$3,502,916**	

TOTAL INVOICE AMOUNT DUE $ 232,147

Attachments:

Attachment "A" - GCM Detail

Attachment "B" - Environmental Detail Worksheet

Attachment "C" - GRR Detail Worksheet

Attachment "D" - PS&E Detail Worksheet

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

PROJECT: **Raymondville Drain**

CLIENT: **Hidalgo County** **S&B Job Number: U1445**

PROGRESS REPORT NO. 7 – Attachment A – GCM Details

Progress Period: Through December 31, 2011

GCM activities for the period of November 20 thru December 31, 2011 included the following:

- Revised the progress report for Invoice U1445-06 & 7 with additional detail; organized the CD back-up data by project task area.
- Management QC Review – Environmental and Engineering Documents:
    1. Alternatives
    2. EIS Status
    3. H&H / HEC-FDA Status
- Review and coordination regarding invoicing for Dos Logistics.
- Internal Technical Team Meetings – reviewed processes and procedures regarding engineering documentation and report preparation.

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 7 - Attachment B - Environmental Details

Progress Period: Through December 31, 2011

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

		DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.201 - Environmental - Hidalgo County		**Note: All Work associated with Environmental is considered Special Service.**						
PHASE II and III INTEGRATION WITH WILLACY COUNTY PORTION								
		Environmental - Hidalgo County - update, and incorporate with downstream reaches (Willacy County).	SPECIAL	$80,000	75%	$60,000	$60,000	$ -
MANAGEMENT, MEETINGS, AND PROGRESS								
		Quality Control / Quality Assurrance	SPECIAL	$10,677	75%	$8,008	$8,008	$ -
		ODC / NL Trips, Travel, Repro	SPECIAL	$9,323	75%	$6,992	$6,992	$ -
		Sub Total (Environmental - Hidalgo County)		**$100,000**	**75%**	**$75,000**	**$75,000**	**$ -**
U1445.202 - Environmental - Willacy County		**Note: All Work associated with Environmental is considered Special Service.**						
PHASE I - SCOPING AND PRELIMINARY ANALYSIS								
	(1)	Identify stakeholders and affected agencies.	SPECIAL	$12,188	100%	$12,188	$12,188	$ -
	(2)	federal, and local agencies; identify non-profit organizations.	SPECIAL	$10,250	100%	$10,250	$10,250	$ -
	(3)	roster, coordinate, conduct, meeting notes, follow-up.	SPECIAL	$14,357	10%	$1,436	$1,436	$ -
	(3)	Project Development Meeting (USACE) - attend.	SPECIAL	$2,841	0%	$0	$0	$ -
	(4)	Review preliminary data; review land use maps; review tax records, etc.	SPECIAL	$50,606	100%	$50,606	$50,606	$ -
	(5)	Identify evaluation issues	SPECIAL	$17,188	95%	$16,328	$16,328	$ -
	(6)	Identify design concerns	SPECIAL	$23,994	95%	$22,794	$22,794	$ -
	(7)	Conduct preliminary field reconnaissance:	SPECIAL					
		Land use/Socio-economic/Relocation data	SPECIAL	$28,800	95%	$27,360	$27,360	$ -
		Ecology/Wetlands/Endangered Species	SPECIAL	$28,800	95%	$27,360	$27,360	$ -
		Hazardous Materials	SPECIAL	$28,800	95%	$27,360	$27,360	$ -
		Cultural Historical Survey	SPECIAL	$28,800	95%	$27,360	$27,360	$ -
	(8)	Develop constraints matrix	SPECIAL	$23,213	95%	$22,052	$22,052	$ -
	(9)	Document project need and description	SPECIAL	$20,456	95%	$19,433	$19,433	$ -
	(10)	Prepare preliminary scoping document and write coordination letters (as applicable) to SHC, USFWS, TPWD, USCG, IBWC, NRCS, FEMA, TNRCC, etc.	SPECIAL	$31,692	95%	$30,107	$30,107	$ -
	(11)	Scoping Docs / Meetings (Resource Agencies) - preparation, agenda, roster, coordinate, attend / conduct, meeting notes, follow-up.	SPECIAL	$32,983	50%	$16,491	$16,491	$ -

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 7 - Attachment B - Environmental Details

Progress Period: Through December 31, 2011

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
PHASE II - DETAILED FIELD STUDIES AND MODELING						
A. Data Collection / Analysis for Affected Environment	SPECIAL					
(1) **Socio-Economic Resources**	SPECIAL					
(a) land use	SPECIAL	$37,913	90%	$34,122	$22,748	$ 11,374
(b) neighborhood cohesion issues	SPECIAL	$29,222	90%	$26,300	$17,533	$ 8,767
(c) residential/business relocations	SPECIAL	$20,531	90%	$18,478	$12,319	$ 6,159
(d) public owned lands and facilities	SPECIAL	$20,531	90%	$18,478	$12,319	$ 6,159
(e) population demographics and env justice	SPECIAL	$37,913	90%	$34,122	$34,122	$ -
(2) **Physical Resources**	SPECIAL					
(a) topography	SPECIAL	$29,222	70%	$20,455	$17,533	$ 2,922
(b) geology	SPECIAL	$20,531	70%	$14,372	$12,319	$ 2,053
(c) soils (prime/unique farmland; hydric soils)	SPECIAL	$20,531	70%	$14,372	$12,319	$ 2,053
(d) groundwater/surface water	SPECIAL	$20,531	70%	$14,372	$12,319	$ 2,053
(e) floodplain and drainage issues	SPECIAL	$20,531	70%	$14,372	$12,319	$ 2,053
(f) water quality	SPECIAL	$20,531	60%	$12,319	$12,319	$ -
(g) air quality	SPECIAL	$20,531	60%	$12,319	$12,319	$ -
(h) noise impacts	SPECIAL	$29,222	60%	$17,533	$17,533	$ -
(3) **Biological Resources**	SPECIAL					
(a) native vegetation	SPECIAL	$29,551	65%	$19,208	$14,628	$ 4,580
(b) natural ecology	SPECIAL	$29,551	65%	$19,208	$14,628	$ 4,580
(c) wildlife habitat	SPECIAL	$29,551	65%	$19,208	$14,628	$ 4,580
(d) potential wetlands	SPECIAL	$29,551	65%	$19,208	$14,776	$ 4,433
(e) endangered/threatened species	SPECIAL	$29,551	65%	$19,208	$14,628	$ 4,580
(4) **Cultural/Urban Resources**	SPECIAL					
(a) historical sites	SPECIAL	$18,358	50%	$9,179	$9,179	$ -
(b) archaeological sites	SPECIAL	$18,358	50%	$9,179	$9,179	$ -
(5) **Hazardous Materials Assessment**	SPECIAL					
Hazardous Materials	SPECIAL	$20,531	30%	$6,159	$6,159	$ -
(6) **Special Studies**	SPECIAL	$0	0%	$0	$0	$ -

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 7 - Attachment B - Environmental Details

Progress Period: Through December 31, 2011

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
(7)	**Cultural Resources**	SPECIAL	$974	30%	$292	$292	$ -
	(a) Historic research (Estimated)	SPECIAL	$15,962	10%	$1,596	$1,596	$ -
	(b) Coordination with Subproviders on cultural resource services (Estimated)	SPECIAL	$24,430	25%	$6,108	$6,108	$ -
	(c) Coordination with Subproviders on archeological resource services (Estimated)	SPECIAL	$7,494	14%	$1,024	$1,024	$ -
(8)	**Biological Resources**	SPECIAL	$25,008	10%	$2,501	$2,501	$ -
	(a) Wetland evaluation, permitting, alternatives, and mitigation (Estimated)	SPECIAL	$61,139	79%	$48,593	$48,593	$ -
	(b) Bio-community assessment, benthic studies (Estimated)	SPECIAL	$39,666	10%	$3,967	$3,967	$ -
	(c) Threatened/endangered species, habitat assessment, presence/absence survey, Section 7 of ESA, Biological Opinion, impact mitigation (Estimated)	SPECIAL	$122,277	10%	$12,228	$12,228	$ -
	(d) Ecological investigations	SPECIAL	$68,466	10%	$6,847	$6,847	$ -
(9)	**Physical Resources**	SPECIAL					
	(a) Air Quality Analysis	SPECIAL	$32,466	81%	$26,196	$26,196	$ -
	(b) Sediment Analysis	SPECIAL	$58,631	30%	$17,589	$17,589	$ -
	(c)Water Quality Analysis	SPECIAL	$53,835	85%	$45,760	$45,760	$ -
B.	**Permits / Certifications and/or Notifications**	SPECIAL					
(1)	Coordination with City, County, and Agency Officials	SPECIAL	$29,222	10%	$2,922	$2,922	$ -
(2)	Develop and maintain list of local permit requirements.	SPECIAL	$24,879	55%	$13,800	$13,800	$ -
(3)	Water Quality Certifications	SPECIAL	$30,586	10%	$3,059	$3,059	$ -
(4)	Pre-construction Notifications (NWP, SW3P NOI, etc.)	SPECIAL	$23,386	10%	$2,339	$2,339	$ -
C.	**Miscellaneous**	SPECIAL					
(1)	Examine / determine need for modeling.	SPECIAL	$17,436	60%	$10,461	$10,461	$ -
(2)	Finalize Constraints Mapping	SPECIAL	$13,090	80%	$10,472	$10,472	$ -
(3)	Benthic Studies	SPECIAL	$50,000	10%	$5,000	$5,000	$ -
D.	**Draft Environmental Document (SEIS)**	SPECIAL					
(1)	Data review / evaluation; identify cumm impacts.	SPECIAL	$36,626	60%	$21,976	$21,976	$ -
(2)	Write/submit draft SEIS - anticipate FONSI	SPECIAL	$45,317	60%	$27,190	$27,190	$ -
(3)	Incorporate comments and submit revised draft	SPECIAL	$27,935	0%	$0	$0	$ -
(4)	Incorporate final comments	SPECIAL	$27,455	0%	$0	$0	$ -

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 7 - Attachment B - Environmental Details

Progress Period: Through December 31, 2011

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
PHASE III - FINAL SEIS AND PUBLIC INVOLVEMENT							
A.	**Final SEIS**	SPECIAL		0%	$0	$0	$ -
(1)	Data review / evaluation; identify cumm impacts.	SPECIAL	$22,906	0%	$0	$0	$ -
(2)	Write/submit final draft SEIS - anticipate FONSI	SPECIAL	$31,597	0%	$0	$0	$ -
(3)	Incorporate comments and submit revised draft	SPECIAL	$22,906	0%	$0	$0	$ -
(4)	Incorporate final comments	SPECIAL	$21,647	0%	$0	$0	$ -
B.	**Public Involvement**	SPECIAL		0%	$0	$0	$ -
(1)	**Public Information Workshop #1 - Willacy County:**	SPECIAL		0%	$0	$0	$ -
	Coordinate; advertise; prepare agenda; roster, meeting room, court reporter, pictures, mail-outs	SPECIAL	$8,692	100%	$8,692	$8,692	$ -
	Attend.	SPECIAL	$4,812	100%	$4,812	$4,812	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$4,496	100%	$4,496	$4,496	$ -
(2)	**Public Information Workshop #2 - Willacy County:**	SPECIAL					
	Coordinate; advertise; prepare agenda; roster, meeting room, court reporter, pictures, mail-outs	SPECIAL	$8,692	0%	$0	$0	$ -
	Attend.	SPECIAL	$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$4,496	0%	$0	$0	$ -
(3)	**Public Meeting #1 - Willacy County:**	SPECIAL					
	Coordinate; advertise; prepare agenda; roster, meeting room, court reporter, pictures, mail-outs	SPECIAL	$8,692	0%	$0	$0	$ -
	Attend.	SPECIAL	$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$4,496	0%	$0	$0	$ -
(4)	**Public Meeting #2 - Willacy County**	SPECIAL					
	Coordinate; advertise; prepare agenda; roster, meeting room, court reporter, pictures, mail-outs	SPECIAL	$8,692	0%	$0	$0	$ -
	Attend.	SPECIAL	$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$4,496	0%	$0	$0	$ -
(5)	**Public Hearing #1 - Willacy County:**	SPECIAL					
	Coordinate; advertise; prepare agenda; roster, meeting room, court reporter, pictures, mail-outs	SPECIAL	$13,038	0%	$0	$0	$ -
	Attend.	SPECIAL	$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$8,991	0%	$0	$0	$ -
(6)	**Public Hearing #2 - Willacy County**	SPECIAL					
	Coordinate; advertise; prepare agenda; roster, meeting room, court reporter, pictures, mail-outs	SPECIAL	$11,299	0%	$0	$0	$ -

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

PROGRESS REPORT NO. 7 - Attachment B - Environmental Details

Progress Period: Through December 31, 2011

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
	Attend.	SPECIAL	$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$8,991	0%	$0	$0	$ -
C.	Agency Coordination - Document Review	SPECIAL					
(1)	Coordinate with USACE on the Notice of Intent (NOI)	SPECIAL	$10,640	0%	$0	$0	$ -
(2)	Prepare and publish NOI	SPECIAL	$14,117	0%	$0	$0	$ -
(3)	Coordinate with USACE on the Draft EIS	SPECIAL	$19,422	0%	$0	$0	$ -
(4)	Assist USACE with SAFETEA-LU requirements for the Draft EIS	SPECIAL	$5,665	0%	$0	$0	$ -
(5)	Prepare and publicize the Draft EIS Notice of Availability	SPECIAL	$6,054	0%	$0	$0	$ -
(6)	Coordinate with USACE on Final EIS	SPECIAL	$11,989	0%	$0	$0	$ -
(7)	Assist USACE with SAFETEA-LU requirements for the Final EIS	SPECIAL	$5,665	0%	$0	$0	$ -
(8)	Prepare and publicize the Final EIS Notice of Availability	SPECIAL	$6,054	0%	$0	$0	$ -
(9)	Coordination with Public Officials		$197,495	50%	$98,748	$98,748	$ -
(10)	Preparation of Public Information Video		$55,472	40%	$22,189	$22,189	$ 1
QC-QA and ODC							
	Quality Control / Quality Assurrance	SPECIAL	$145,772	49%	$71,428	$65,597	$ 5,831
	ODC / NL Trips, Travel, Repro	SPECIAL	$64,667	49%	$31,620	$29,100	$ 2,520
	Total (Environmental - Willacy County)		$2,490,000	48%	$1,195,198	$1,120,500	$ 74,700
	Total (Environmental Details)		$2,590,000	49%	$1,270,198	$1,195,500	$74,700
	TOTAL:		$2,590,000	49%	$1,270,198	$1,195,500	

TOTAL INVOICE AMOUNT DUE $ 74,700

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 7 - Attachment C - GRR Details

Progress Period: Through December 31, 2011

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.601 - GRR - Hidaglo County (H&H, Plan Formulation, Economic Studies, Report Prep)							
(1)	Finalize H&H for final design of new ditch, Edinburg Lake to Guerra Detention Facility	BASIC	$147,540	95%	$140,163	$132,769	$ 7,394
(2)	Finalize Plan Formulation and Economic Studies for Hidalgo County; integrate with Willacy County portion.	BASIC	$176,339	78%	$137,340	$133,694	$ 3,646
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$36,800	80%	$29,440	$29,440	$ -
	ODC / NL Trips, Travel, Repro	BASIC	$7,321	80%	$5,857	$5,857	$ -
	Sub Total (GRR - Hidalgo County)		$368,000	85%	$312,800	$301,760	$ 11,040
U1445.602 - GRR - Willacy County (H&H, Plan Formulation, Economic Studies, Report Prep)							
(1)	Develop H&H model (APD only); revise / update downstream model, perform preliminary hydraulics.	Basic	$342,545	90%	$308,291	$308,291	$ -
(2)	Develop Plan Formulation for Willacy County	Basic	$178,673	83%	$148,208	$148,208	$ -
(3)	Develop Economic Studies for Willacy County.	Basic	$223,954	85%	$190,551	$65,129	$ 125,422
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$83,615	70%	$58,531	$58,531	$ -
	ODC / NL Trips, Travel, Repro	BASIC	$7,358	70%	$5,151	$5,151	$ -
	Sub Total (GRR-1 - Willacy County)		$836,145	85%	$710,730	$585,309	$ 125,421
U1445.802 - GRR - Willacy County (Site Prep, Prelim Engr, Cost Estimates)							
(1)	Engineernig Site Development - Field Survey	BASIC	$161,316	95%	$153,250	$153,250	$ -
(2)	Preliminary Engineering - Schematic Development - Alternatives	BASIC	$197,541	80%	$158,033	$158,033	$ -
(3)	Engineering Cost Estimates	BASIC	$43,583	80%	$34,866	$34,866	$ -
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$45,281	86%	$38,941	$38,941	$ -
	ODC / NL Trips, Travel, Repro	BASIC	$5,092	85%	$4,328	$4,328	$ -
	Sub Total (GRR-2 - Willacy County)		$452,813	86%	$389,420	$389,419	$ -
	TOTAL:		$1,656,958	85%	$1,412,949	$1,276,487	

TOTAL INVOICE AMOUNT DUE $ 136,460

S&B INFRASTRUCTURE, LTD.
Engineering ✪ Management ✪ Technology

INVOICE

February 29, 2012

Hidalgo County
Attention: Godfrey Garza, District Manager HCDD1
902 North Doolittle
Edinburg, Texas 78539

Project Description:
CONTRACT NO. 2010-164-04-20
"Design and Expansion of the Raymondville Drain Outfall System"

S&B Invoice No.: **U1445-08**
Invoice Period: **Through January 31, 2012**

	QTY	UNIT	UNIT PRICE	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
Design and Expansion of the Raymondville Drain Outfall System	1	LS	$6,000,000	67%	$ 4,048,060.00	$ 3,735,063.00	$ 312,997.00
						PAYMENT IS REQUESTED IN THE AMOUNT OF:	**$ 312,997.00**

I hereby certify that this invoice is true and correct, and that all services indicated have been provided.

Godfrey Garza FR 4/16/2012

S & B INFRASTRUCTURE, LTD.

Daniel O. Rios, PE
Senior Vice-President / Project Manager

IN ACCORDANCE WITH OUR CONTRACT,
PLEASE REMIT: **$ 312,997.00**

S & B INFRASTRUCTURE, LTD.
P. O. Box 201013
Houston, Texas 77216-1013

Attachments:
PROGRESS REPORT NO. 8
DVD

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 4/16/12 BY:

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

5408 North 10th Street • McAllen, Texas 78504 • 956.926.5000 • Fax 956.994.0427

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain
CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO.8

Progress Period: Through January 31, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.101 - GCM - Hidalgo County							
1	GCM - Hidalgo County		$239,342	77%	$184,294	$179,507	$ 4,788
	Sub Total (GCM - Hidalgo County)		**$239,342**	**77%**	$184,295	$179,507	$ 4,788
U1445.102 - GCM-Willacy County							
2	GCM - Wilacy County		$180,367	77%	$138,883	$135,275	$ 3,608
	Sub Total (GCM - Willacy County)		**$180,367**	**77%**	$138,883	$135,275	$ 3,608

Note: Expanded detail for progress are shown for the following areas in Attachments B, C, and D of this report.

U1445.201 - Environmental - Hidalgo County							
3	Environmental - Hidalgo County		$100,000	85%	$85,000	$75,000	$ 10,000
	Sub Total (Environmental - Hidalgo County)		**$100,000**	**85%**	$85,000	$75,000	$ 10,000
U1445.202 - Environmental - Willacy County							
4	Environmetnal - Willacy County		$2,490,000	59%	$1,457,736	$1,195,200	$ 262,536
	Sub Total (Environmental - Willacy County)		**$2,490,000**	**59%**	$1,457,736	$1,195,200	$ 262,536
U1445.601 - GRR - Hidaglo County (H&H, Plan Formulation, Economic Studies, Report Prep)							
5	GRR - Hidalgo County		$368,000	89%	$327,554	$312,800	$ 14,754
	Sub Total (GRR - Hidalgo County)		**$368,000**	**89%**	$327,554	$312,800	$ 14,754
U1445.602 - GRR - Willacy County (H&H, Plan Formulation, Economic Studies, Report Prep)							
6	GRR - Willacy County (H&H, PlanForm, Eco, Report Prep)		$836,145	87%	$728,033	$710,723	$ 17,310
	Sub Total (GRR - Willacy Coy (H&H, PlanForm, Eco, Report Prep))		**$836,145**	**87%**	$728,033	$710,723	$ 17,310
U1445.802 - GRR - Willacy County (Site Prep, Prelim Engr, Cost Estimates)							
7	GRR - Willacy County (Site Prep, Prelim Engr, Cost Estimates)		$452,813	86%	$389,419	$389,419	$ -
	Sub Total (GRR - Willacy Co (Site Prep, Prelim Engr, Cost Estimates))		**$452,813**	**86%**	$389,419	$389,419	$ -

PROJECT: Raymondville Drain
CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO.8

Progress Period: Through January 31, 2012

DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.810 - PS&E - Hidalgo County						
8 PS&E - Hidalgo County		$1,333,333	55%	$737,139	$737,139	$ -
Sub Total (PS&E - Hidalgo County)		**$1,333,333**	**55%**	$737,139	$737,139	$ -
Sub Total (TECHNICAL WORK ACTIVITIES)		**$6,000,000**	**67%**	**$4,048,060**	**$3,735,063**	**$312,997**
TOTAL:		**$6,000,000**	**67%**	**$4,048,060**	**$3,735,063**	

TOTAL INVOICE AMOUNT DUE $ 312,997

Attachments:

Attachment "A" - GCM Detail
Attachment "B" - Environmental Detail Worksheet
Attachment "C" - GRR Detail Worksheet
Attachment "D" - PS&E Detail Worksheet

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 8 – Attachment A – GCM Details

Progress Period: Through January 31, 2012

GCM activities for the period of January 1 thru January 31, 2012 included the following:

- Coordination and preparation of Support Agreement 1 with US Army Corps of Engineers (documents are included in DVD back-up).
- Coordinated and prepared meeting documents and attended meeting with US Army Corps of Engineers in Galveston on January 26, 2012.
- Quality Control & Assurance – reviewed processes and procedures for Design Task Protocols for H&H.



PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 8 - Attachment B - Environmental Details

Progress Period: Through January 31, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.201 - Environmental - Hidalgo County		**Note: All Work associated with Environmental is considered Special Service.**					
PHASE II and III INTEGRATION WITH WILLACY COUNTY PORTION							
	Environmental - Hidalgo County - update, and incorporate with downstream reaches (Willacy County).	SPECIAL	$80,000	85%	$68,000	$60,000	$ 8,000
MANAGEMENT, MEETINGS, AND PROGRESS							
	Quality Control / Quality Assurrance	SPECIAL	$10,677	85%	$9,075	$8,008	$ 1,068
	ODC / NL Trips, Travel, Repro	SPECIAL	$9,323	85%	$7,925	$6,992	$ 932
	Sub Total (Environmental - Hidalgo County)		**$100,000**	**85%**	**$85,000**	**$75,000**	**$ 10,000**
U1445.202 - Environmental - Willacy County		**Note: All Work associated with Environmental is considered Special Service.**					
PHASE I - SCOPING AND PRELIMINARY ANALYSIS							
(1)	Identify stakeholders and affected agencies.	SPECIAL	$12,188	100%	$12,188	$12,188	$ -
(2)	Develop / maintain stakeholder list; identify state, federal, and local agencies; identify non-profit organizations.	SPECIAL	$10,250	100%	$10,250	$10,250	$ -
(3)	Project Development Meeting (USACE) - agenda, roster, coordinate, conduct, meeting notes, follow-up.	SPECIAL	$14,357	10%	$1,436	$1,436	$ -
(3)	Project Development Meeting (USACE) - attend.	SPECIAL	$2,841	0%	$0	$0	$ -
(4)	Review preliminary data; review land use maps; review tax records, etc.	SPECIAL	$50,606	100%	$50,606	$50,606	$ -
(5)	Identify evaluation issues	SPECIAL	$17,188	95%	$16,328	$16,328	$ -
(6)	Identify design concerns	SPECIAL	$23,994	95%	$22,794	$22,794	$ -
(7)	Conduct preliminary field reconnaissance:	SPECIAL					
	Land use/Socio-economic/Relocation data	SPECIAL	$28,800	95%	$27,360	$27,360	$ -
	Ecology/Wetlands/Endangered Species	SPECIAL	$28,800	95%	$27,360	$27,360	$ -
	Hazardous Materials	SPECIAL	$28,800	95%	$27,360	$27,360	$ -
	Cultural Historical Survey	SPECIAL	$28,800	95%	$27,360	$27,360	$ -
(8)	Develop constraints matrix	SPECIAL	$23,213	95%	$22,052	$22,052	$ -
(9)	Document project need and description	SPECIAL	$20,456	95%	$19,433	$19,433	$ -
(10)	Prepare preliminary scoping document and write coordination letters (as applicable) to SHC, USFWS, TPWD, USCG, IBWC, NRCS, FEMA, TNRCC, etc.	SPECIAL	$31,692	95%	$30,107	$30,107	$ -
(11)	Scoping Docs / Meetings (Resource Agencies) - preparation, agenda, roster, coordinate, attend / conduct, meeting notes, follow-up.		$32,983	50%	$16,491	$16,491	$ -

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 8 - Attachment B - Environmental Details

Progress Period: Through January 31, 2012

DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
PHASE II - DETAILED FIELD STUDIES AND MODELING						
A. Data Collection / Analysis for Affected Environment	SPECIAL					
(1) **Socio-Economic Resources**	SPECIAL					
(a) land use	SPECIAL	$37,913	95%	$36,017	$34,122	$ 1,896
(b) neighborhood cohesion issues	SPECIAL	$29,222	95%	$27,761	$26,300	$ 1,461
(c) residential business relocations	SPECIAL	$20,531	95%	$19,504	$18,478	$ 1,027
(d) public owned lands and facilities	SPECIAL	$20,531	95%	$19,504	$18,478	$ 1,027
(e) population demographics and env justice	SPECIAL	$37,913	95%	$36,017	$34,122	$ 1,896
(2) **Physical Resources**	SPECIAL					
(a) topography	SPECIAL	$29,222	95%	$27,761	$20,455	$ 7,306
(b) geology	SPECIAL	$20,531	95%	$19,504	$14,372	$ 5,133
(c) soils (prime/unique farmland; hydric soils)	SPECIAL	$20,531	95%	$19,504	$14,372	$ 5,133
(d) groundwater/surface water	SPECIAL	$20,531	95%	$19,504	$14,372	$ 5,133
(e) floodplain and drainage issues	SPECIAL	$20,531	95%	$19,504	$14,372	$ 5,133
(f) water quality	SPECIAL	$20,531	80%	$16,425	$12,319	$ 4,106
(g) air quality	SPECIAL	$20,531	80%	$16,425	$12,319	$ 4,106
(h) noise impacts	SPECIAL	$29,222	80%	$23,378	$17,533	$ 5,844
(3) **Biological Resources**	SPECIAL					
(a) native vegetation	SPECIAL	$29,551	95%	$28,073	$19,208	$ 8,865
(b) natural ecology	SPECIAL	$29,551	95%	$28,073	$19,208	$ 8,865
(c) wildlife habitat	SPECIAL	$29,551	95%	$28,073	$19,208	$ 8,865
(d) potential wetlands	SPECIAL	$29,551	95%	$28,073	$19,208	$ 8,865
(e) endangered threatened species	SPECIAL	$29,551	95%	$28,073	$19,208	$ 8,865
(4) **Cultural/Urban Resources**	SPECIAL					
(a) historical sites	SPECIAL	$18,358	50%	$9,179	$9,179	$ -
(b) archaeological sites	SPECIAL	$18,358	50%	$9,179	$9,179	$ -
(5) **Hazardous Materials Assessment**	SPECIAL					
Hazardous Materials	SPECIAL	$20,531	30%	$6,159	$6,159	$ -
(6) **Special Studies**	SPECIAL	$0	0%	$0	$0	$ -

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 8 - Attachment B - Environmental Details

Progress Period: Through January 31, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
(7)	**Cultural Resources**	SPECIAL	$974	30%	$292	$292	$ -
	(a) Historic research (Estimated)	SPECIAL	$15,962	10%	$1,596	$1,596	$ -
	(b) Coordination with Subproviders on cultural resource services (Estimated)	SPECIAL	$24,430	25%	$6,108	$6,108	$ -
	(c) Coordination with Subproviders on archeological resource services (Estimated)	SPECIAL	$7,494	14%	$1,024	$1,024	$ -
(8)	**Biological Resources**	SPECIAL	$25,008	10%	$2,501	$2,501	$ -
	(a) Wetland evaluation, permitting, alternatives, and mitigation (Estimated)	SPECIAL	$61,139	95%	$58,082	$48,593	$ 9,489
	(b) Bio-community assessment, benthic studies (Estimated)	SPECIAL	$39,666	95%	$37,683	$3,967	$ 33,716
	(c) Threatened endangered species, habitat assessment, presence/absence survey, Section 7 of ESA, Biological Opinion, impact mitigation (Estimated)	SPECIAL	$122,277	10%	$12,228	$12,228	$ -
	(d) Ecological investigations	SPECIAL	$68,466	94%	$64,088	$6,847	$ 57,241
(9)	**Physical Resources**	SPECIAL					
	(a) Air Quality Analysis	SPECIAL	$32,466	81%	$26,196	$26,196	$ -
	(b) Sediment Analysis	SPECIAL	$58,631	30%	$17,589	$17,589	$ -
	(c)Water Quality Analysis	SPECIAL	$53,835	85%	$45,760	$45,760	$ -
B.	**Permits / Certifications and/or Notifications**	SPECIAL					
(1)	Coordination with City, County, and Agency Officials	SPECIAL	$29,222	10%	$2,922	$2,922	$ -
(2)	Develop and maintain list of local permit requirements.	SPECIAL	$24,879	55%	$13,800	$13,800	$ -
(3)	Water Quality Certifications	SPECIAL	$30,586	10%	$3,059	$3,059	$ -
(4)	Pre-construction Notifications (NWP, SW3P NOI, etc.)	SPECIAL	$23,386	10%	$2,339	$2,339	$ -
C.	**Miscellaneous**	SPECIAL					
(1)	Examine / determine need for modeling.	SPECIAL	$17,436	95%	$16,564	$10,461	$ 6,102
(2)	Finalize Constraints Mapping	SPECIAL	$13,090	95%	$12,436	$10,472	$ 1,964
(3)	Benthic Studies	SPECIAL	$50,000	95%	$47,500	$5,000	$ 42,500
D.	**Draft Environmental Document (SEIS)**	SPECIAL					
(1)	Data review / evaluation; identify cumm impacts.	SPECIAL	$36,626	60%	$21,976	$21,976	$ -
(2)	Write submit draft SEIS - anticipate FONSI	SPECIAL	$45,317	60%	$27,190	$27,190	$ -
(3)	Incorporate comments and submit revised draft	SPECIAL	$27,935	0%	$0	$0	$ -
(4)	Incorporate final comments	SPECIAL	$27,455	0%	$0	$0	$ -

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

HIDALGO COUNTY
DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 8 - Attachment B - Environmental Details

Progress Period: Through January 31, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
PHASE III - FINAL SEIS AND PUBLIC INVOLVEMENT							
A.	**Final SEIS**	SPECIAL		0%	$0	$0	$ -
(1)	Data review / evaluation; identify cumm impacts.	SPECIAL	$22,906	0%	$0	$0	$ -
(2)	Write/submit final draft SEIS - anticipate FONSI	SPECIAL	$31,597	0%	$0	$0	$ -
(3)	Incorporate comments and submit revised draft	SPECIAL	$22,906	0%	$0	$0	$ -
(4)	Incorporate final comments	SPECIAL	$21,647	0%	$0	$0	$ -
B.	**Public Involvement**	SPECIAL		0%	$0	$0	$ -
(1)	**Public Information Workshop #1 - Hidalgo County:**	SPECIAL		0%	$0	$0	$ -
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	SPECIAL	$8,692	100%	$8,692	$8,692	$ -
	Attend.	SPECIAL	$4,812	100%	$4,812	$4,812	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$4,496	100%	$4,496	$4,496	$ -
(2)	**Public Information Workshop #2 - Willacy County:**	SPECIAL					
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	SPECIAL	$8,692	100%	$8,692	$0	$ 8,692
	Attend.	SPECIAL	$4,812	100%	$4,812	$0	$ 4,812
	Conduct mtng, prepare Meeting Report	SPECIAL	$4,496	100%	$4,496	$0	$ 4,496
(3)	**Public Meeting #1 - Hidalgo County:**	SPECIAL					
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	SPECIAL	$8,692	0%	$0	$0	$ -
	Attend.	SPECIAL	$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$4,496	0%	$0	$0	$ -
(4)	**Public Meeting #2 - Willacy County**	SPECIAL					
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	SPECIAL	$8,692	0%	$0	$0	$ -
	Attend.	SPECIAL	$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$4,496	0%	$0	$0	$ -
(5)	**Public Hearing #1 - Hidalgo County:**	SPECIAL					
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	SPECIAL	$13,038	0%	$0	$0	$ -
	Attend.	SPECIAL	$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$8,991	0%	$0	$0	$ -
(6)	**Public Hearing #2 - Willacy County**	SPECIAL					
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	SPECIAL	$11,299	0%	$0	$0	$ -

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 8 - Attachment B - Environmental Details

Progress Period: Through January 31, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
	Attend	SPECIAL	$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$8,991	0%	$0	$0	$ -
C.	**Agency Coordination - Document Review**	SPECIAL					
(1)	Coordinate with USACE on the Notice of Intent (NOI)	SPECIAL	$10,640	0%	$0	$0	$ -
(2)	Prepare and publish NOI	SPECIAL	$14,117	0%	$0	$0	$ -
(3)	Coordinate with USACE on the Draft EIS	SPECIAL	$19,422	0%	$0	$0	$ -
(4)	Assist USACE with SAFETEA-LU requirements for the Draft EIS	SPECIAL	$5,665	0%	$0	$0	$ -
(5)	Prepare and publicize the Draft EIS Notice of Availability	SPECIAL	$6,054	0%	$0	$0	$ -
(6)	Coordinate with USACE on Final EIS	SPECIAL	$11,989	0%	$0	$0	$ -
(7)	Assist USACE with SAFETEA-LU requirements for the Final EIS	SPECIAL	$5,665	0%	$0	$0	$ -
(8)	Prepare and publicize the Final EIS Notice of Availability	SPECIAL	$6,054	0%	$0	$0	$ -
(9)	Coordination with Public Officials		$197,495	50%	$98,748	$98,748	$ -
(10)	Preparation of Public Information Video		$55,472	40%	$22,189	$22,189	$ 1
QC-QA and ODC							
	Quality Control / Quality Assurrance	SPECIAL	$145,772	49%	$71,428	$71,428	$ -
	ODC / NL Trips, Travel, Repro	SPECIAL	$64,667	49%	$31,620	$31,620	$ -
	Total (Environmental - Willacy County)		**$2,490,000**	**59%**	**$1,457,736**	**$1,195,198**	**$ 262,539**
	Total (Environmental Details)		**$2,590,000**	**60%**	**$1,542,736**	**$1,270,198**	**$272,539**
	TOTAL:		**$2,590,000**	**60%**	**$1,542,736**	**$1,270,198**	

TOTAL INVOICE AMOUNT DUE $ 272,539

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 8 - Attachment C - GRR Details

Progress Period: Through January 31, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.601 - GRR - Hidaglo County (H&H, Plan Formulation, Economic Studies, Report Prep)							
(1)	Finalize H&H for final design of new ditch, Edinburg Lake to Guerra Detention Facility.	BASIC	$147,540	95%	$140,163	$140,163	$ -
(2)	Finalize Plan Formulation and Economic Studies for Hidalgo County; integrate with Willacy County portion.	BASIC	$176,339	85%	$149,888	$137,340	$ 12,548
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$36,800	85%	$31,280	$29,440	$ 1,840
	ODC / NL Trips, Travel, Repro	BASIC	$7,321	85%	$6,223	$5,857	$ 366
	Sub Total (GRR - Hidalgo County)		$368,000	89%	$327,554	$312,800	$ 14,754
U1445.602 - GRR - Willacy County (H&H, Plan Formulation, Economic Studies, Report Prep)							
(1)	Develop H&H model (APD only); revise / update downstream model, perform preliminary hydraulics.	Basic	$342,545	90%	$308,291	$308,291	$ -
(2)	Develop Plan Formulation for Willacy County	Basic	$178,673	85%	$151,872	$148,208	$ 3,664
(3)	Develop Economic Studies for Willacy County.	Basic	$223,954	85%	$190,544	$190,544	$ -
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$83,615	85%	$71,073	$58,531	$ 12,542
	ODC / NL Trips, Travel, Repro	BASIC	$7,358	85%	$6,254	$5,151	$ 1,104
	Sub Total (GRR-1 - Willacy County)		$836,145	87%	$728,033	$710,724	$ 17,310
U1445.802 - GRR - Willacy County (Site Prep, Prelim Engr, Cost Estimates)							
(1)	Engineernig Site Development - Field Survey	BASIC	$161,316	95%	$153,250	$153,250	$ -
(2)	Preliminary Engineering - Schematic Development - Alternatives	BASIC	$197,541	80%	$158,033	$158,033	$ -
(3)	Engineering Cost Estimates	BASIC	$43,583	80%	$34,866	$34,866	$ -
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$45,281	86%	$38,941	$38,941	$ -
	ODC / NL Trips, Travel, Repro	BASIC	$5,092	85%	$4,328	$4,328	$ -
	Sub Total (GRR-2 - Willacy County)		$452,813	86%	$389,420	$389,419	$ -
	TOTAL:		$1,656,958	87%	$1,445,006	$1,412,942	

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

TOTAL INVOICE AMOUNT DUE $ 32,064

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 8 - Attachment D - PS&E Details

Progress Period: Through January 31, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.810 - PS&E - Hidalgo County							
(1)	Develop plans, specifications, and estimates for Segments 2, 4, and 5.	Basic	$678,334	56%	$378,223	$378,223	$ -
(2)	Develop plans, specifications, and estimates for Segment 3.	Basic	$400,000	48%	$192,000	$192,000	$ -
(3)	Develop plans, specifications, and estimates for Segment 1.	Basic	$133,333	75%	$100,000	$100,000	$ -
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$106,666	55%	$58,666	$58,666	$ -
	ODC / NL Trips, Travel, Repro	BASIC	$15,000	55%	$8,250	$8,250	$ -
	Sub Total (PS&E - Hidalgo County)		$1,333,333	55%	$737,139	$737,139	$ -
	TOTAL:		$1,333,333	55%	$737,139	$737,139	

TOTAL INVOICE AMOUNT DUE $ -

HIDALGO COUNTY
APR 13 2012
DRAINAGE DISTRICT #1

HIDALGO COUNTY /
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
CONTRACT NO. 2010-164-04-20

S&B INFRASTRUCTURE, LTD.

Texas 1582
Project: U1445



THE COUNTY OF HIDALGO TEXAS

Invoice Back-up

INV U1445-08

Thru January 31, 2012

AI-31918 **10. E.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Martha L. Salazar Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for Comdata Corporation Services, Inc. to add additional fuel card(s) and/or driver(s) for:

1. Fire Marshal Dept.	Fuel Card and Fuel Card User
2. Constable Pct. #2	Fuel Card and Fuel Card User
3. Juvenile Justice Center (Weslaco Boot Camp)	Fuel Card User
4. Elections Dept.	Fuel Card Users
5. Adult Probation	Fuel Card User

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-422-10-300-001-0-626

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

BUDGETARY IMPACT:

"Fire Marshal-Gasoline/Diesel"-PO #670850-Funds available as of 4-20-12.

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-292-001-0-626

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

BUDGETARY IMPACT:

"Constable Pct. 2-Gasoline/Diesel"-PO #668236-Funds available as of 4-20-12.

FISCAL YEAR: 2012 ACCT. #: 2-1295-423-00-330-028-0-626

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

BUDGETARY IMPACT:

"Weslaco B/C-Gasoline/Diesel"-PO #668876 & 668605-Funds available as of 4-20-12.

FISCAL YEAR: 2012 ACCT. #: 2-1100-414-00-130-001-0-626

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

BUDGETARY IMPACT:

"Elections Dept-Gasoline/Diesel"- PO #668881-Funds available as of 4-20-12.

FISCAL YEAR: 2012 ACCT. #: 2-1297-423-00-320-002-2-626

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

BUDGETARY IMPACT:

"Basic Supervision-Gasoline/Diesel"-PO #673419 & 663792; funds available as of 4-20-12.

FISCAL YEAR: 2012 ACCT. #: 2-1100-423-00-320-034-0-626

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

BUDGETARY IMPACT:

"Alt Incarceration Prog-Gasoline/Diesel"-PO #669602-Funds available as of 4-20-12.

Attachments

Fire Marshal

Constable Pct 2

Juvenile Justice

elections

adult probation

adult probation 2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/20/2012 08:59 AM
Budget & Management	Merlen P. Munoz	04/20/2012 09:24 AM
Ivan Cantu	Ivan Cantu	04/20/2012 11:24 AM
Auditor's Office	Angela Garcia	04/20/2012 03:50 PM

Form Started By: Nielda Cavazos Started On: 04/13/2012 02:30 PM

Final Approval Date: 04/20/2012

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Fire Marshal
Billing Address:	1615 S. Closner, Suite H, Edinburg, TX 78539
Fuel Card Manager:	Yolanda Orozco
	This person can not have use of the fuel card
Phone Number:	**956-318-2656** **County Email**: yolanda.orozco@co.hidalgo.tx.us
Web user Name:	**Password:**
Hidalgo Co Acct Number:	2-1100-422-10-300-001-0-626
Requested By:	Juan Martinez, Fire Marshal
Original Signature is required	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. # 31918

Reviewed by Fuel Card Administrator:

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department:

Sign & Print Authorized Elected Official/Supervisor/Director

[illegible] No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	VI[illegible] (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

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**
Rolando Casas	1-15-81	105937		

Form F.1.1 Revised: *Attach separate list if additional users are required*

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Hidalgo County Constable Pct.2
Billing Address:	300 W. Hall Acres Suite E. Pharr Tx, 78577
Fuel Card Manager:	
	This person can not have use of the fuel card
Phone Number:	956-784-3510 **County Email**: frank.sanchez@co.hidalgo.tx.us
Web user Name:	**Password:**
Hidalgo Co Acct Number:	
Requested By:	Chief F. Sanchez
	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: 3/9/18

Reviewed by Fuel Card Administrator:

Cards Received by Dept on: Date Returned/Cancelled:

Fuel Cards Received by Department:

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

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**
Juan Arenas	01/18/1951	189413		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☒ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	JUDGE MARIO E. RAMIREZ, JR., JUVENILE JUSTICE CENTER/BOOTCAMP
Billing Address:	P.O. BOX 267 EDINBURG TX 78540
Fuel Card Manager:	ELENA GAITAN
	This person can not have use of the fuel card
Phone Number:	**956-587-6200** **County Email:** Elena.gaitan@jpd.co.hidalgo.tx.us
Web user Name:	**Password:**
Hidalgo Co Acct Number:	2-1295423-00-330-028-0-626
Requested By:	ISRAEL "BUDDY" SILVA JR
Original Signature is required	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**
38C5878 TEMP	*2012 E350-FORD*	*1FBSS3BL8CDA81603*	55363	
EXP6/5/12				

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**
RICHARD GARZA	7/24/74	078913		
RENE DE LUNA	8/26/60	095192		
GILBERT FLORES	3/22/69	100684		
ELIUD RUBIO	9/10/78	100757		
JOSEPH MARTINEZ	8/21/78	152846		

Form F.1.1 Revised: ***Attach separate list if additional users are required***

Driver ID/Pin List

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	Employee I.D. Number	*DBM Use Only verification*	*Purchasing Dept Use Only Date of Signed Fuel Policy & training*
1	JOSE I LOYA	11/2/59	060968		
2	ARMANDO GUERRERO	9/9/81	141666		
3					
4					
5					
6					
7					
8					
9					
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24					
25					

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: Elections
Billing Address: 101 South 10th Ave, Edinburg, TX 78539
Fuel Card Manager: Belinda Sagredo
This person can not have use of the fuel card

Phone Number: 956-318-2570 **County Email:**
Web user Name: **Password:**
Hidalgo Co Acct Number:
Requested By: Yvonne Ramon / Yvonne Ramon
Original Signature is required
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #
Reviewed by Fuel Card Administrator:
Cards Received by Dept on: Date Returned/Cancelled:
Fuel Cards Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	***Purchasing Dept. Use Only*** **Card Number**

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**
Adam Joseph Luna	7-3-88	161454		
Michael Sosa	12-5-88	188689		
Uriel Eliud Ramos	11-17-87	185701		
April Vargas	4-8-89	188443		

Form F.1.1 Revised: ***Attach separate list if additional users are required***

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	ADULT PROBATION
Billing Address:	3100 B S. US HWY 281, EDINBURG TX 78539
Fuel Card Manager:	DIANA SOLIS
	This person can not have use of the fuel card
Phone Number:	**587-61111** **County Email**: marylou.antone@hidalgocountycscd.org
Web user Name:	**Password:**
Hidalgo Co Acct Number:	
Requested By:	ARNOLD PATRICK
Original Signature is required	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. # 31918

Reviewed by Fuel Card Administrator:

Cards Received by Dept on: Date Returned/Cancelled:

Fuel Cards Received by Department:

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

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**
GLENASE SMITH	7/26/1985	182249	34070237	

Form F.1.1 Revised:

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Adult Probation
Billing Address:	3100B S US Hwy 281, Edinburg TX 78539
Fuel Card Manager:	Diana Solis
	This person can not have use of the fuel card
Phone Number:	**587-6111** **County Email**: marylou.antone@hidlagocountycscd.org
Web user Name:	**Password:**
Hidalgo Co Acct Number:	
Requested By:	Aignus K. Patrick
Original Signature is required	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #

Reviewed by Fuel Card Administrator:

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department:

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

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**
Maribel Rodriguez	10/12/1971	184438	15582082	
Jose P Martinez	4/26/1975	189138	02344095	
Nilda Garza	8/11/62	189120	12284348	

Attach separate list if additional users are required

AI-31873 **10. F.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the County's option to renew the one (1) year extension as provided in the current contracts with the same rates, terms and conditions with effective dates of April 30, 2012 and ending dates of April 29, 2013 with the following vendors:
1. C-11-028A-03-28-Weldinghouse, Inc.-Welding Supplies and Other Misc. Items
2. C-11-028B-08-09-S.G.S. Industrial Supplies, Inc.-Additional Welding Supplies And Miscellaneous Equipment

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: countywide obj. 442, 672 & 679

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

BUDGETARY IMPACT:

These are countywide contracts used by various depts. Possible funding sources are obj. 442 "Rental of Equip. & Veh.", 672 "Equip. & Veh. R & M Supplies" & 679 "Other R & M Supplies"

Please refer to attached expense report as of 4-13-12 for funding availability.

Attachments

Weldinghouse Ext. & Contract

SGS Ext. & Contract

Exp. Report as of 4-13-12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/12/2012 03:38 PM
Budget & Management	Merlen P. Munoz	04/12/2012 03:40 PM
Ivan Cantu	Ivan Cantu	04/13/2012 03:08 PM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Vangie Garcia Started On: 04/11/2012 04:50 PM

Final Approval Date: 04/17/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 8, 2012

Weldinghouse, Inc.
Attn: Roel Davila
2901 N. Sugar Road
Pharr, Texas 78577

Via Email: rdavila@weldinghouse.com

Re: Extension Of Service Contract No: C-11-028A-03-28
"Welding Supplies and Other Misc. Items"

Dear Mr. Davila:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the one (1) year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, March 27, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Tuesday, March 13, 2012 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: 03/26/12

Additionally, we are requesting your company provide an <u>updated certificate of insurance</u> 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

REQUIREMENTS AGREEMENT
C-11-028A-03-28

THIS AGREEMENT (the "Agreement") is entered into effective as of the 28th day of March, **2011** by and between **Weldinghouse, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Welding Supplies and Other Misc. Items",** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **April 30, 2011** and expire on **April 29, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: **Weldinghouse, Inc.**
301 N. McColl, Suite B
McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the

valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as additional insured, and shall furnish to County certificates of such insurances coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo

County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court on 3/28/11 RG

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Weldinghouse, Inc.
By: _____
Printed Name: Rocci J. Davila
Title: Manager

Approved By Commissioners Court: March 28, 2011

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

January 18, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**" Welding Supplies and Other Items"**
Bid No: 2011-028a-02-02-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
"WELDING SUPPLIES AND OTHER MISC. ITEMS"
BID NO.: 2011-028a-02-02-SGS

1. **Request For Bid Letter, consisting of _1_ page.**
2. **Request for Bid, Legal Notice, consisting of_8_pages.**
3. **Exhibit "A" Specifications consisting of _7_ pages**
4. **Exhibit "B" Bid Page consisting of__4__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of _1_page.**
7. **Vendor/Bidder Application and W-9 form consisting of_6_ pages.**
8. **Draft Requirements Agreement consisting of __8__ pages.**
9. **Certification Regarding Debarment consists of _1__page.**

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

01/18/11
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

BID: 2011-028a-02-02-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

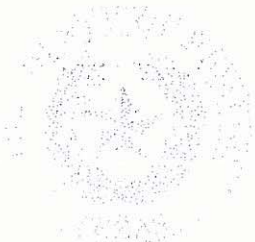
REQUEST FOR BIDS

HIDALGO COUNTY
(ALL FUNDING SOURCES)
" WELDING SUPPLIES AND OTHER MISC. ITEMS"

BID OPENING DATE:
FEBRUARY 02, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539



956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources) "WELDING SUPPLIES AND OTHER MISC, ITEMS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2011-028a-02-02-SGS- HIDALGO COUNTY(All Funding Sources)-"WELDING SUPPLIES AND OTHER MISC. ITEMS"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, February 02, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-028a-02-02-SGS.** 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(All Funding Sources) "WELDING SUPPLIES AND OTHER MISC. ITEMS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**February 02 , 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

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 there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(All Funding Sources)
"WELDING SUPPLIES
AND OTHER MISC. ITEMS"
BID NO.: 2011-028a-02-02-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"
HIDALGO COUNTY
(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2011-028a-02-02-SGS

SPECIFICATIONS

Hidalgo County is seeking to enter into a Welding Supplies and Other Misc. Items contract with qualified participates. Sealed Bids will be received for the following ***"Welding Supplies and Other Misc. Items"*** on an "**As Needed Basis"**

It is intended that the amount of **Industrial welding supplies and other misc. items** will be on an "**as needed basis**" by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more supplies/material than is needed. All costs are to be net F.O.B., County Prepaid.

WELDING SUPPLIES AND MISC. ITEMS:

The following welding supplies/material **will be awarded to the lowest bidder(s)**. **(Enter Bid amounts on Exhibit "B"-Bid Page)**

*The following materials/items listed will be on an **"As Needed Basis"** only.
WELDING SUPPLIES** ***(No items are specific name brands)***

	SIZE	CASE/UNITS
1. Metal welding **Rods** (different gauges) 1a. Stainless steel welding **Rods** (different gauges)	7018 1/8	50 LBS
	7018 5/32	50 LBS
	6011 1/8	50 LBS
	6011 5/32	50 LBS
	6011 3/32	50 LBS
2. Rod keeper (storage system) Electrode oven 120 v		10-50 LBS
3. Aluminum welding **Rods** (different gauges)	#35 1/8	5 LBS
4. Cast Iron **Rods** 99 % Cast	#35 5/32	5 LBS
	#460 1/8	10 LBS
5. Torch RD-45	1/8 Steel	1 LB
	3/32	1 LB
6. Alloy 144 Brass Electrode	1/8	1 LB
	5/32	1 LB
7. Torch Brass	1/8	1 LB
	5/32	1 LB
8. Oxygen (for welding gas)	CYLINDER SIZE	
	21 Series	
	80 Series	
	100 Series	
	125 Series	
	200 Series	

Exhibit "A"
HIDALGO COUNTY
(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2011-028a-02-02-SGS

9. Acetylene, (for welding gas)	# 3 # 4 MC 100 Series	
10. Nitrogen (for welding gas)	19 Series & 40 series	
11. Argon CO2 75%-25% Mig welder-mild steel	20,40,80,100,125,200 ,300 series	
12. Welding Goggles standard (square frame, flip lens preferred)		
13. Leather Welding Gloves (standard) all sizes s,m,l -4x (Mig Leather & Tig leather)		
14. Welding Helmets (2" with flip lens preferred)		
15. Jackson HSL1 Apprentice Quick Chance Hood		
16. Leather Jackets for Welders (complete)	Small Medium Large	
17. Doo- Rag Flame Retardant Cap and/or Beanies		
18. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz.	
19. Bib Apron Leather 36" – 48"		
20. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	
21. Torch Lighters (3 way)		

22. Torch Tips	Medium Torch 100 Series	**Tip Type 0-3-101**	**Size**
		Cutting Tip Org. Victor	0-3-101 Victor
		Welding Tip Victor 2 or equivalent to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
		Heating	Rosebud Victor 8 or equivalent to
	Large Torch 300 Series	**Tip Type 0-1-101**	**Size**
		Cutting Tip Org. Victor	0-1-101 Victor
		Welding Tip Victor 2 or equivalent to	#0-W #1-W #2-W #3-W
		Heating	Rosebud Victor 8 or equivalent to

23. Torch Gauges-Replacement Gauges for regulators Are preferred: a) Victor b) Victor CSR150CR	a) Victor	1 ½" gauge 2" gauge 2 ½" gauge
	b)Victor CSR150CR	1 ½" gauge 2" gauge 2 ½" gauge

Exhibit "A"
HIDALGO COUNTY
(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2011-028a-02-02-SGS

24. Torch Hoses "R" & "T" (both)		**Size**
		25 ft x ¼
		50 ft x ¼
		100 ft x ¼
25. Torches Complete Kit is preferred with handle and cutting attachments		Medium 100 Series
		Large 300 Series
26. Rental of Cylinder (as needed)	**Gas**	**Tank Size**
	Oxygen	80 Series
		100 Series
		200 Series
	Acetylene	100 Series
27. No. 1 Cable (by feet) AWG copper		2, 4 -1/0,2/0, 3/0 & 4/0
28. Tip cleaner- Standard		
29. Flat Soap Stone-Standard Square		
30. Soap Stone Holder		
31. Safety Glasses High Impact Proctor Z94.3		Dark
		Clear
32.Cutting Dark Goggles		
33. Welding cable liners-. (for Millermatic 135) . 030 OME Miller or equivalent to –Profax 19411		
34. Nozzle tip protector-slip on type (for Millermatic 135)		
35. Welder Tips- (for Millermatic 135) contact tip .030 & .035		
36. Welding Wire- Spools (Flux Coated) .030 1 -1b-10 lb no shield gas		
37. Grinding Disc-Screw On - 4.1/2 x ¼ x 5/8-11		
38. Sanding Disc- Screw On – 4.1/2 x1/4 x 5/8 -11 (Med. Coarse grid) Zircowia flap disc- hub style Z-40 grit, z-60 grit, Z-80 grit & z-100 grit		
39. Chop Saw Blades – 14 x 3/32 x 1		
40. Strikers 1 & 3 flint strikers		
41. Flints 1 & 3 flint replacement sets		
42. Spring Handle Cross Chisel & Pick Hammer		
43. Headgear w/ clr visor (CEPMPH-CL) & dark shade #5		
44. Maximum Hazardous Material Fee		
45. Plastic Rod Canister (Rod Guards) 14" water tight-standard & 36" watertight-Tig brazing rods		
46. Flash back Arrestors		
47. Electrodes Holder		
48. Ground Clamp		
49. Cable connectors- male & female		
50. Ball point lugs		
51. Female Terminals		
52.Leather Sleeve protectors		

Exhibit "A"
HIDALGO COUNTY
(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2011-028a-02-02-SGS

53. Quick Connect sets
54. Welding Cable Liners (Millermatic 135) .035
55. Welding Tips-(Millermatic 135) Contact tip .035
56. Adaptor for Flux Core welding gun
57. Nozzle tip for shield gas for mig welding gun
58. Tungsten tip for Tig – Pure tungsten - sizes - 1/16, 3/32, 1/8 & 2% Thoriated - sizes - 1/16, 3/32, 1/8
59. Flux Cored welding wire-used with Shielding gas .030 .035
60. Flux Cored welding wire- self shielded wire .030. 035
61. Flux coated (ET-IT-GS) mild steel .035
62. Carbon Steel-(70S-6) mild steel .030 & .035
63.Stainless Steel (ER 308LSI) 1 lb .030- .035
64. Grinding Disc with hub size: 7 1/4x5/8-11 large
65. Wire cup brush 2 ¾ x 5/8-11
66. Standard Twist wire wheel 4" x 5/8-11
67. Stringer Bead knot wheel 6"x 5/8-11
68. Shaft Knot wheel brush 3" x 1/4
69. Flow gauge for CO2 Argon for Mig & Tig welding
70. High Purity Regulator for Nitrogen
71. Brazing Alloy Safety Silv- 15, 45 & 56
72. Mig Welding Machine 120 volt, 180 volt , 208 volt – 240 volt single face & triple face
73. Welding Screens 75"w x 5'h
74. Replacement Mig gun (millermatic 135)
75. Replacement parts for Miller , Millermatic 135 , Lincoln welder &- Miller Arc welder: Cord, Spool sprocket & electrical components OEM parts
76. Auto Dark welding helmet multi shade 10-12 Large mask lens for Mig & Tig welding
77. Tig Weld Rods 30"- 36" (mild steel) ER-70S 6 1/16 – 3/32 – 1/8 – 5/32
78. Stainless steel ER-308-L 1/16 – 3/32 – 1/8 – 5/32
79. Aluminum ER-4043 1/16 – 3/32 – 1/8 – 5/32
80. Aluminum ER-5356 1/16 – 3/32 – 1/8 – 5/32
81. Mild Steel ER-80S6 1/16 – 3/32 – 1/8 – 5/32
82. Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel - All Sizes
83. Aluminum - ER 4043- 1lb -1 .030 & .035 & ER 4356 – 1-1b .030 & .035
84. Hand Held wire brush – mild & stainless steel
85. Refill of Gas - Co. owned cylinders-– Argon CO2- Tri-gas-Nitrogen all series

BID REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

2. It is expressly understood and agreed that in case Hidalgo County should need "Industrial Welding Services and/or Welding Supplies" not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items or 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. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

3. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before

termination to correct the deficiencies.

4. In the event the material furnished does not meet all the above requirements (regardless of weather, tests acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

5. Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

6. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications.

7. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

8. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

9. Hidalgo County shall award the bid on a **LUMP SUM BASIS to ONE VENDOR** and/or **ITEM BY ITEM BASIS** and/or to **MULTIPLE** bidders, whichever is in the best interest of the County.

10. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

11. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

12. The contract will be in effect for a period **of one (1) year** with the County's sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.

13. Hidalgo County reserves the right to continue this bid for an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term.

14. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

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 suppliers 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 suppliers 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. Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, **WEDNESDAY, JANUARY 26, 2011, 5:00 P.M**. Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M.**, FRIDAY, **JANUARY 28, 2011.**

Exhibit "B"

HIDALGO COUNTY (All Funding Sources)
"WELDING SUPPLIES AND OTHER MISC. ITEMS"
BID NO.: 2011-028a-02-02-SGS

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.

	SIZE		CASE/UNITS	BID PRICE
1. Metal welding **Rods** (different gauges) 1a Stainless steal welding **Rods** (different gauges)	7018	1/8	50 LBS	
	7018	5/32	50 LBS	
	6011	1/8	50 LBS	
	6011	5/32	50 LBS	
	6011	3/32	50 LBS	
2. Rod keeper (storage system) - Electrode oven 120v			10-50 LBS	
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS	
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS	
	#460	1/8	10 LBS	
5. Torch RD-45	1/8 Steel		1 LB	
	3/32		1 LB	
6. Alloy 144 Brass Electrode	1/8		1 LB	
	5/32		1 LB	
7. Torch Brass	1/8		1 LB	
	5/32		1 LB	
				BID PRICE
8. Oxygen (for welding gas)	21 Series			
	80 Series			
	100 Series			
	125 Series			
	200 Series			
9. Acetylene, (for welding gas)	# 3			
	# 4			
	MC			
	100 Series			
10. Nitrogen (for welding gas)	19 Series			
	40			
11. Argon - CO2 75-25% -Mig welder -mild steel	20			
	40			
	80			
	100			
	125			
	200			
	300			

12. Welding Goggles standard (square frame, flip lens preferred)			
13. Leather Welding Gloves (standard) all sizes s, m, l - 4x	Mig Leather gloves		
	Tig Leather gloves		
14. Welding Helmets (2" with flip lens preferred)			
15. Jackson HSL1 Apprentice Quick Chance Hood			

		BID PRICE
16. Leather Jackets for Welders (complete)	Small	
	Medium	
	Large	
17. Doo- Rag Flame Retardant Cap and/or Beanies		
18. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz	
19. Bib Apron Leather 36" – 48"		
20. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	

21. Torch Lighters (3 way)				
22. Torch Tips	Medium Torch 100 Series	**Tip Type 0-3-101**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	0-3-101 Victor	
		Welding Tip Victor or equivalent to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	
		Heating Tip	Rosebud Victor 8 or equivalent to	
	Large Torch 300 Series	**Tip Type 0-1-101**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	0-1-101 Victor	
		Welding Tip Victor 2 or equivalent to	#0-W #1-W #2-W #3-W	
		Heating Tip	Rosebud Victor 8 or equivalent to	
23. Torch Gauges-Replacement Gauges for regulators are preferred : a) Victor b) Victor CR150CR	a)Victor		1 ½" gauge	
			2" gauge	
			2 ½" gauge	
	b)Victor CR150CR		1 ½" gauge	
			2" gauge	
			2 ½" gauge	

	Size	"R"	"T"	BID PRICE
24. Torch Hoses - " R" and " T "	25 ft x ¼			
	50 ft x ¼			
	100 ft x ¼			
25. Torches- Complete Kit is preferred with handle and cutting attachments	Medium 100 Series			
	Large 300 Series			

	Gas	Tank Size	BID PRICE
26. Rental of Cylinder (as needed)	Oxygen	80 Series	
		100 Series	
		200 Series	
	Acetylene	100 Series	

27. No. 1 AWG - Cable (by feet) copper - sizes 2, 4,-1/0, 2/0, 3/0, 4/0			
28. Tip cleaner- Standard			
29. Flat Soap Stone-Standard Square			
30. Soap Stone Holder			
31. Safety Glasses – High Impact Protector Z94.3	Dark Clear		
32. Cutting Dark Goggles			
33. Welding cable liners -(for Millermatic 135) OEM Miller or equivalent to- Profax194011	Sizes .030		
34. Nozzle tip protector - (slip on type for Millermatic 135)			
35. Welder Tips - (for Millermatic 135) Contact tip	.030		
36. Welding Wire- Spools - **(Flux Coated)** 1-lb -10lb no shield gas	030		
37. Grinding Disc- Screw On – 4.1/2 x ¼ x 5/8-11			
38. Sanding Disc- Screw On – 4.1/2 x 1/4 x 5/8-11 (Med. Coarse grid- Zircowia flap disc) Hub style Sizes: Z-40 grit, Z-60 grit, Z-80 grit, Z-100 grit			
39. Chop Saw Blades – 14 x 3/32 x 1			
40. Strikers 1 & 3 flint striker			
41. Flints 1 & 3 flint replacement sets			
42. Spring Handle Cross Chisel & Pick Hammer			
43. Headgear w/ clear visor - (CEPMPH-CL)- & dark shade 5			
44. Maximum- Hazardous Material Fee			
			BID PRICE
45. Plastic Rod Canister (Rod Guards)	14" (water tight-standard) 16" (water tight-tig brazing rods)		
46. Flash back Arrestors			
47. Electrodes Holder			
48. Ground Clamp			
49. Cable connectors- male & female			
50. Ball point lugs			
51. Female Terminals			
52.Leather Sleeves protectors			
53. Quick Connect sets			
54. Welding Cable Liners (Millermatic 135)	Size .035		
55. Welding Tips-(Millermatic 135) Contact tip	.035		
56. Adaptor for Flux Core			
57. Nozzle tip for shield gas			
58. Tungsten tip for Tig – Pure tungsten - sizes - 1/16, 3/32, 1/8 2% Thoriated - sizes - 1/16, 3/32, 1/8			
59. Flux Cored welding wire-used with Shielding gas	.030	.035	
60. Flux Cored welding wire- self shielded wire	.030	.035	
61. Flux coated (ET-IT-GS) mild steel	0.35		
62. Carbon Steel-(70S-6) mild steel	.030	.035	
63.Stainless Steel (ER 308LSI) 1 lb	030	.035	
			Bid Price
64. Grinding Disc with hub size: 7 1/4x5/8-11 large			
65. Wire cup brush 2 ¾ x 5/8-11			
66. Standard Twist wire wheel 4" x 5/8-11			
67. Stringer Bead knot wheel 6"x 5/8-11			
68. Shaft Knot wheel brush 3" x 1/4			
69. Flow gauge- for CO2 Argon for Mig & Tig welding			
70. High Purity Regulator for Nitrogen			
71. Brazing Alloy Safety Silv - 15.45 & 56			

	Bid Price
72. Mig Welding Machine 120 volt-180 volt, 208 volt, 240 volts single & triple face	
73. Welding Screens 75"w x 5'h	
74. Replacement Mig gun (millermatic 135)	
75. Replacement parts for: Miller, Millermatic 135, Lincoln welder & Miller Arc Welder Cord ,Spool sprocet and electrical components OEM parts	
76. Auto Dark welding helmet multi shade 10-12 Large mask lens for Mig & Tig welding	
77. Tig Weld Rods 30"- 36" (mild steel) ER-70S 6 1/16 – 3/32 – 1/8 – 5/32	
78. Stainless steel ER-308-L 1/16 – 3/32 – 1/8 – 5/32	
79. Aluminum ER-4043 1/16 – 3/32 – 1/8 – 5/32	
80. Aluminum ER- 5356 1/16 – 3/32 – 1/8 – 5/32	
81. Mild Steel ER-80S6 1/16 – 3/32 – 1/8 – 5/32	

82. Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel - All Sizes	Series			
	20	125		
	40	200		
	80	300		
	100			
83. Aluminum -	Size			
ER 4043 - and 1lb – 1	.030	.035		
ER 4356 - and 1-1b	.030	.035		
84. Hand Held wire brush – mild & stainless steel				
85. Refill of Co. owned cylinders- all series – Argon CO2- Tri-gas-Nitrogen				

Costs are to be net F.O.B., County Prepaid

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

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.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E L EACH ACCIDENT	$
					E L DISEASE-EA EMPLOYEE	$
					E L DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County 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	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?:	Yes No
Indicate Certification No.(s):_____ **or are Certificate(s) attached?:**	Yes No
What type of product(s) is/are solicited by your company?:	
Would you like to be provided with specifications for procurements of such products?:	Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**
Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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.

REQUIREMENTS AGREEMENT
C-

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2011 by and between _____ ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the "Welding Supplies and Other Misc. Items", (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's option to extend/renew for an additional one (1) year term. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, 2011 and expire on _____, 2012 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

DRAFT

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: _____
_____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary

laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as additional insured, and shall furnish to County certificates of such insurances coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal

therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST: By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____
Printed Name:_____
Title:_____

Approved By Commissioners Court:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Stephen L. Crain

DRAFT

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
BID PAGE

TABULATION SHEET
"Welding Supplies and Other Misc. Items"
2011-028a-02-02-SGS

[redacted]

HIDALGO COUNTY			
"WELDING SUPPLIES AND OTHER MISC. ITEMS"			
BID NO. 2011-028a-02-02-SGS		BUYER: SANDY SUAREZ	
ITEM DESCRIPTIONS			**Weldinghouse, Inc.** Sole Bidder
	SIZE	**CASE/ UNITS**	**BID PRICE**
1.Metalwelding **Rods** (different gauges) 1a. Stainless steel welding **Rod** (different gauges)	7018 1/8	50 LBS	$ 85.00 50# can
	7018 5/32	50 LBS	$ 88.00 50# can
	6011 1/8	50 LBS	$ 120.00 50# can
	6011 5/32	50 LBS	$ 117.00 50# can
	6011 3/32	50 LBS	$ 125.05 50# can
2. Rod keeper (storage system)		10-50LBS	$ 120.85 - 10# $ 212.05 - 50#
3. Aluminum welding **Rods** (different gauges)	#35 1/8	5 LBS	$ 51.75 (5 lb tube)
[redacted]			
5. Torch RD-45	1/8 Steel	1 LB	No Bid
	3/32	1 LB	No Bid
[redacted]			
7. Torch Brass	1/8	1 LB	$9.75 lb (3 lb minimum)
	5/32	1 LB	No Bid
8. Oxygen (for welding gas)	**CYLINDER SIZE**		**BID PRICE**
	21 Series		$.5.00
	80 Series		$ 7.00
	100 Series		$ 6.75
	125 series		$ 6.75
	200 Series		$ 8.95
9. Acetylene, (for welding gas)	# 3		$ 19.00
	# 4		$ 0.24 c.f. (34.80 max)
	MC		$ 9.25
	100 Series		$ 0.24 c.f. / $24.00 ccf
10. Nitrogen (for welding gas)	19 Series		$ 6.15
	40		$ 6.75
11. Argon – CO2 75-25%-Mig welder- mild steel	20		No Bid
	40		No Bid
	80		No Bid
	100		No Bid
	125		$ 17.00
	200		$ 24.00
	300		$ 39.00
12. Welding Goggles standard (square frame, flip lens preferred)			$ 12.50 Jackson WS 85
13. Leather Welding Gloves (standard) all sizes S, M, L – 4 X	Mig Leather gloves		$ 11.50 S, M, L
	Tig Leather gloves		$ 11.50 S, M, L

14. Welding Helmets (2" with flip lens preferred)		$ 36.50 Fibermetal 906 grey
15. Jackson HSL1 Apprentice Quick Chance Hood		$ 105.50
16.Leather Jackets for Welders (complete)	Small	$ 49.50
	Medium	$ 49.50
	Large	$ 49.50

19. Bid Apron Leather 36" – 48"		$ 25.75
20. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	$ 2.00
21. Torch Lighters (3 way)		$ 2.75

22. Torch Tips	**Medium Torch 100 Series**	**Tip Type 0-3-101**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	**03-101 Victor**	$ 11.50
		Welding Tip Victor or equalivant to	**#0-W-1**	$ 38.75
			#1-W-1	$ 38.75
			#2-W-1	$ 38.75
			#3-W-1	$ 38.75
		Heating Tip	**Rosebud Victor 8 or equalivant to**	$ 71.00
	Large Torch 300 Series	**Tip Type 1-010-1**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	**0-1-101 Victor**	$ 11.50
		Welding Tip Victor 2 or equalivant to	**#0-W**	$ 42.50
			#1-W	$ 42.50
			#2-W	$ 42.50
			#3-W	$ 42.50
		Heating	**Rosebud Victor 8 or equalivant to**	$ 101.86

23. Torch Gauges-Replacement Gauges for regulators are preferred	**a) Victor**	**1 ½" gauge**	$ 13.00
a) Victor		**2 " gauge**	$ 13.00
b) Victor CSR150CR		**2 1/2" gauge**	$ 13.00
	b)Victor CR150CR	**1 ½" gauge**	$ 13.00
		2 " gauge	No Bid
		2 1/2" gauge	No Bid

24. Torch Hoses – "R" and "T"	**Size**	**"R"**	**"T"**
	25 ft x ¼	$ 20.50	$ 23.00
	50 ft x ¼	$ 34.00	$ 43.00
	100 ft x ¼	$ 65.00	$ 76.00
25. Torches -Complete Kit is preferred with handle and cutting attachments	**Small 100 Series**	$ 190.00	
	Medium 300 Series	$ 270.00	

26. Rental of Cylinder (as needed)	**Gas**	**Tank Size**	**BID PRICE**
	Oxygen	**80 Series**	$ 0.195
		100 Series	$ 0.195
		200 Series	$ 0.195
	Acetylene	**100 Series**	$ 0.195

28. Tip cleaner- Standard		$ 1.95
29. Flat Soap Stone-Standard Square		$ 0.06
30. Soap Stone Holder		$ 0.82
31. Safety Glasses - High Impact Protector Z94.3	Dark	$ 4.00
	Clear	$ 4.00
32. Cutting Dark Gloggles		$ 12.50 Jac ws 85
33. Welding Cable liners-.030 (for Millermatic 135) OEM Miller or equival to-		

Profax 194011		.030	$ 12.50	
34. Nozzle tip protector-(slip on type for Millermatic 135)			No Bid	
35. Welder Tips-.030 (for Millermatic 135) contact tip		.030	$ 0.45	
36. Welding Wire-Spools-.030(Flux Coated) 1-lb – 10 lb no shield gas		.030	$ 9.25 spl 2lb $ 40.00 spl 10lb	
37. Griding Disc-Screw On- 4.1/2 x ¼ x 5/8-11			$ 2.20	
38. Sanding Disc-Screw On-4.1/2 x ¾ x 7/8 (Med.coarse grid-Zircowia flap disc) Hub style Sizes:Z-40 grit, Z-60 grit, Z-80, Z-100 grit			No Bid	
39. Chop Saw blades-14 x 3/32 x 1			$ 6.30	
40. Strikers 1 & 3 flints			$ 1.50 single $ 2.75 triple	
41. Flints 1 & 3 flint replacement sets			$ 0.65 single 5 pk $ 1.85 triple replacem't	
42. Spring Handle Cross Chisel & Pick Hammer			$ 5.30	
43. Head Gear w/ clear visor(CEPMPH-CL) & dark shade 5			$ 17.63 head gear $ 9.96 shield-clear $ 12.74 shield shade- 5.0	
44. Maximum-Hazardous Material Fee			$ 5.00	
			BID PRICE	
45. Plastic Rod Canister (Rod Guards)	14" (water tight-standard)		$ 6.57	
46. Flash back Arrestors			$ 43.50 regulator	
47. Electrodes Holder			$ 15.18 200 amp	
48. Ground Clamp			$ 9.99 500 amp steel	
49. Cable connectors- male & female			$ 13.97 LC 40	
50. Ball point lugs			$ 1.00 #1 & 2 cable	
51. Female Terminals			No Bid	
52.Leather Sleeves protectors			$ 18.43 (23" adjustable leather sleeve)	
53. Quick Connect sets			$ 31.00 torch to hose	
54. Welding Cable Liners (Millermatic 135)	Size .035		$ 12.50	
55. Welding Tips-(Millermatic 135) Contact tip	.035		$ 0.45	
56. Adaptor for Flux Core			No Bid	
57. Nozzle tip for shield gas			No Bid	
58. Tungsten tip for Tig – Pure tungsten - Sizes - 1/16, 3/32, 1/8 - 2% Thoriated - Sizes - 1/16, 3/32, 1/8			$9.83, $19.64, $34.21 (2 % thoriated tungsten pk of 10)	
59. Flux Cored welding wire-used with Shielding gas	.030	.035	No Bid	
60. Flux Cored welding wire- self shielded wire	.030	.035	$ 40.00 / $32.89	
61. Flux coated (ET-IT-GS) mild steel		.035	No Bid	
62. Carbon Steel-(70S-6) mild steel	.030	.035	$ 14.93 / $ 14.61	
63.Stainless Steel (ER 308LSI) 1 lb	.030	.035	No Bid / $ 17.91	
			BID PRICE	
64. Grinding Disc with hub size: 7 1/4x5/8-11 large			$ 4.03	
65. Wire cup brush 2 ¾ x 5/8-11			$ 9.25	
66. Standard Twist wire wheel 4" x 5/8-11			$ 12.74	
67. Stringer Bead knot wheel 6"x 5/8-11			$ 15.60	
68. Shaft Knot wheel brush 3" x 1/4			No Bid	
69. Flow gauge- for CO2 Argon for Mig & Tig welding			$ 43.00	
70. High Purity Regulator for Nitrogen			No Bid	
72. Mig Welding Machine 120 volt-180 volt, 208 volt, 240 volts single & triple face			No Bid	
73. Welding Screens 75"w x 5'h			No Bid	
74. Replacement Mig gun (millermatic 135)			$ 136.66	
75. Replacement parts for: Miller, Millermatic 135, Lincoln welder & Miller Arc Welder Cord ,Spool sprocet and electrical components OEM parts			No Bid	
76. Auto Dark welding helmet multi shade 10-12 Large mask lens for Mig & Tig welding			$ 175.00 Viking	
82. Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel - All Sizes	Series			
	20	125	No Bid	No Bid
	40	200	No Bid	No Bid
	80	300	No Bid	No Bid
	100		No Bid	
83. Aluminum - ER 4043 - and 1lb – 1	.030	.035	$ 6.99	$ 6.42
ER 4356 - and 1-1b	.030	.035	$ 5.56	$ 6.52
84. Hand Held wire brush – mild & stainless steel			$ 1.20 m.s.	$ 1.65 s.s.
85. Refill of Co. owned cylinders- all series – Argon CO2- Tri-gas-Nitrogen			Same as page 1 (same prices as Items 8 thru 11)	
Oxgen (welding gas)			21 series	$.5.00
			80 series	$ 7.00
			100 series	$ 6.75

	125 series	$ 6.75
	200 series	$ 8.95
Acetylene (welding gas)	# 3	$ 19.00
	# 4	$ 0.24 c.f. (34.80 max)
	MC	$ 9.25
	100 Series	$ 0.24 c.f. ($ 24.00 ccf)
Nitrogen (for welding gas)	19 Series	$ 6.15
	40	$ 6.75
Argon – CO2 75-25%-Mig welder- mild steel	20	No Bid
	40	No Bid
	80	No Bid
	100	No Bid
	125	$ 17.00
	200	$ 24.00
	300	$ 39.00

***Note: Highlighted green items to be re-advertised.**

Exhibit "B"

HIDALGO COUNTY (All Funding Sources)
"WELDING SUPPLIES AND OTHER MISC. ITEMS"
BID NO.: 2011-028a-02-02-SGS

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.

	SIZE		CASE/UNITS	BID PRICE
1. Metal welding **Rods** (different gauges) 1a Stainless steal welding **Rods** (different gauges)	7018	1/8	50 LBS	$85.00 50# CAN
	7018	5/32	50 LBS	$88.00 50# CAN
	6011	1/8	50 LBS	$120.00 50# CAN
	6011	5/32	50 LBS	$117.00 50# CAN
	6011	3/32	50 LBS	$128.05 50# CAN
2. Rod keeper (storage system) - Electrode oven 120v			10 LBS 10-50 LBS 50 LBS	$120.85 $212.05
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS	$51.75 (5 lb tube)
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS	CALL FOR CURRENT
	#460	1/8	10 LBS	PRICING
5. Torch RD-45	1/8 Steel		1 LB	–
	3/32		1 LB	–
6. Alloy 144 Brass Electrode	1/8		1 LB	CALL FOR CURRENT
	5/32		1 LB	PRICING
7. Torch Brass	1/8		1 LB	$9.75/LB (3 LB MINIMUM)
	5/32		1 LB	–

OPENED 9:45 2-9-2011 Witnessed

			BID PRICE
8. Oxygen (for welding gas)	21 Series		$5.00
	80 Series		$7.00
	100 Series		$6.75
	125 Series		$6.75
	200 Series		$8.95
9. Acetylene, (for welding gas)	# 3		$19.00
	# 4		.24¢ C.F. ($34.80 max)
	MC		$9.25
	100 Series		.24¢ C.F. / $24.00 CCF
10. Nitrogen (for welding gas)	19 Series		$6.15
	40		$6.75
11. Argon - CO2 75-25% -Mig welder -mild steel	20		No Bid
	40		No Bid
	80		No Bid
	100		No Bid
	125		$17.00
	200		$24.00
	300		$39.00

12. Welding Goggles standard (square frame, flip lens preferred)		JACKSON WS 8S	$ 12.50
13. Leather Welding Gloves (standard) all sizes s, m, l - 4x	Mig Leather gloves	S, M, L	$ 11.50
	Tig Leather gloves	S, M, L	$ 11.50
14. Welding Helmets (2" with flip lens preferred)		Fibermetal 906 Grey	$ 36.50
15. Jackson HSL1 Apprentice Quick Chance Hood			$ 105.50

		BID PRICE
16. Leather Jackets for Welders (complete)	Small	$ 49.50
	Medium	$ 49.50
	Large	$ 49.50
17. ~~Doo-Rag~~ ~~Flame Retardant~~ Cap ~~and/or Beanies~~	NOT FLAME RETARDANT CAPS ONLY	$ 4.75
18. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz 4' x 5' x 35oz	$ 30.00
	6' x 6' x 35 oz	$ 40.00
19. Bib Apron Leather 36" – 48"		$ 25.75
20. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	$ 2.00
21. Torch Lighters (3 way)		$ 2.75

22. Torch Tips

Medium Torch 100 Series

Tip Type 0-3-101	Size	BID PRICE
Cutting Tip Org. Victor	0-3-101 Victor	$ 11.50
Welding Tip Victor or equivalent to	#0-W-1	$ 38.75
	#1-W-1	$ 38.75
	#2-W-1	$ 38.75
	#3-W-1	$ 38.75
Heating Tip	Rosebud Victor 8 or equivalent to	$ 71.00

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Large Torch 300 Series

Tip Type 0-1-101	Size	BID PRICE
Cutting Tip Org. Victor	0-1-101 Victor	$ 11.50
Welding Tip Victor 2 or equivalent to	#0-W	$ 42.50
	#1-W	42.50
	#2-W	42.50
	#3-W	42.50
Heating Tip	Rosebud Victor 8 or equivalent to	$ 101.86

23. Torch Gauges-Replacement Gauges for regulators are preferred : a) Victor b) Victor CR150CR	a) Victor	1 ½" gauge	$ 13.00
		2" gauge	13.00
		2 ½" gauge	13.00
	b) Victor CR150CR	1 ½" gauge	$ 13.00
		2" gauge	—
		2 ½" gauge	—

24. Torch Hoses - "R" and "T"	Size	"R"	"T"	BID PRICE
	25 ft x ¼	$ 20.50	$ 23.00	
	50 ft x ¼	$ 39.00	$ 43.00	
	100 ft x ¼	$ 65.00	$ 76.00	

25. Torches- Complete Kit is preferred with handle and cutting attachments	Medium 100 Series	$ 190.00
	Large 300 Series	$ 270.00

26. Rental of Cylinder (as needed)	Gas	Tank Size	BID PRICE
	Oxygen	80 Series	.195 day
		100 Series	.195 day
		200 Series	.195 day
	Acetylene	100 Series	.195 day

27. No. 1 AWG - Cable (by feet) copper - sizes 2, 4,-1/0, 2/0, 3/0, 4/0		CALL FOR CURRENT PRICING
28. Tip cleaner- Standard		$1.95
29. Flat Soap Stone-Standard Square		.06¢
30. Soap Stone Holder		.82¢
31. Safety Glasses – High Impact Protector Z94.3	Dark	$4.00
	Clear	$4.00
32. Cutting Dark Goggles	JAC WS85	$12.50
33. Welding cable liners -(for Millermatic 135) OEM Miller or equivalent to- Profax194011	Sizes .030	$12.50
34. Nozzle tip protector - (slip on type for Millermatic 135)		?
35. Welder Tips - (for Millermatic 135) Contact tip	.030	.45¢
36. Welding Wire- Spools - **(Flux Coated)** 1-lb -10lb no shield gas	2 LB - 030 10 LB	$9.25 SPL $40.00 SPL
37. Grinding Disc- Screw On – 4.1/2 x ¼ x 5/8-11		$2.20
38. Sanding Disc- Screw On – 4.1/2 x 1/4 x 5/8-11 (Med. Coarse grid- Zircowia flap disc) Hub style Sizes: Z-40 grit, Z-60 grit, Z-80 grit, Z-100 grit		-
39. Chop Saw Blades – 14 x 3/32 x 1		$6.30
40. Strikers 1 & 3 flint striker	Single flint triple flint	$1.50 $2.75
41. Flints 1 & 3 flint replacement sets	single flint 5/pk three flint replacement	.65¢ $1.85
42. Spring Handle Cross Chisel & Pick Hammer		$5.30
43. Headgear w/ clear visor - (CEPMPH-CL)- & dark shade 5	headgear Shield-clear Shell Shade 5.0	$17.63 9.46 12.74
44. Maximum- Hazardous Material Fee		$5.00
		BID PRICE
45. Plastic Rod Canister (Rod Guards)	14" (water tight-standard)	$6.57
	16" (water tight-tig brazing rods) 18"	7.29
46. Flash back Arrestors (FOR REGULATOR)		$43.50
47. Electrodes Holder 200 AMP		15.18
48. Ground Clamp 500 AMP STEEL		9.44
49. Cable connectors- male & female LC 40		13.97
50. Ball point lugs FOR #1 & 2 cable		1.00
51. Female Terminals		?
52.Leather Sleeves protectors 23" adjustable leather sleeve		18.43
53. Quick Connect sets TORCH TO HOSE		31.00
54. Welding Cable Liners (Millermatic 135)	Size .035	$12.50
55. Welding Tips-(Millermatic 135) Contact tip	.035	.45¢
56. Adaptor for Flux Core		?
57. Nozzle tip for shield gas		?
58. Tungsten tip for Tig – Pure tungsten - sizes - 1/16, 3/32, 1/8(4?) 2% Thoriated - sizes - 1/16, 3/32, 1/8		$9.83 / $19.64 / $34.21 Tungsten Pack of 10
59. Flux Cored welding wire-used with Shielding gas	.030 .035	VAGUE
60. Flux Cored welding wire- self shielded wire 10 LB SPOOL	.030 .035	$40.00 / $32.89
61. Flux coated (ET-IT-GS) mild steel	0.35	?
62. Carbon Steel-(70S-6) mild steel 11 LB SPOOL	.030 .035	$14.93 / $14.61
63.Stainless Steel (ER 308LSI) 1 lb 2LB SPOOL	030 .035	/ $17.91
		Bid Price
64. Grinding Disc with hub size: 7 1/4x5/8-11 large 61044		$4.03
65. Wire cup brush 2¾ x 5/8-11 BW420		9.25
66. Standard Twist wire wheel 4" x 5/8-11 82487		12.74
67. Stringer Bead knot wheel 6"x 5/8-11 82186		15.60
68. Shaft Knot wheel brush 3" x 1/4		—
69. Flow gauge- for CO2 Argon for Mig & Tig welding PROFAX		$43.00
70. High Purity Regulator for Nitrogen		—
71. Brazing Alloy Safety Silv - 15,45 & 56		CALL FOR CURRENT PRICING

OPENED 9:45 2-9-2011 Witnessed

	Bid Price
72. Mig Welding Machine 120 volt-180 volt, 208 volt, 240 volts single & triple face	VERY VAGUE DESCRIPTION
73. Welding Screens 75"w x 5'h	—
74. Replacement Mig gun (millermatic 135)	$136.66
75. Replacement parts for: Miller, Millermatic 135, Lincoln welder & Miller Arc Welder Cord ,Spool sprocet and electrical components OEM parts	VERY VAGUE DESCRIPTION
76. Auto Dark welding helmet multi shade 10-12 Large mask lens for Mig & Tig welding VIKING	$175.00
77. Tig Weld Rods 30"- 36" (mild steel) ER-70S 6 1/16 – 3/32 – 1/8 – 5/32	CALL FOR PRICING
78. Stainless steel ER-308-L 1/16 – 3/32 – 1/8 – 5/32	CALL FOR PRICING
79. Aluminum ER-4043 1/16 – 3/32 – 1/8 – 5/32	CALL FOR PRICING
80. Aluminum ER- 5356 1/16 – 3/32 – 1/8 – 5/32	CALL FOR PRICING
81. Mild Steel ER-80S6 1/16 – 3/32 – 1/8 – 5/32	CALL FOR PRICING

82. Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel - All Sizes	Series			
	~~20~~	~~125~~		
	~~40~~	~~200~~		
	~~80~~	~~300~~		
	~~100~~	291		142.43
83. Aluminum -	Size			
ER 4043 - and 1lb – 1	.030	.035	6.99	6.42
ER 4356 - and 1-1b	.030	.035	5.56	6.52
84. Hand Held wire brush – mild & stainless steel	M.S	$1.20	S.S. $1.65	
85. Refill of Co. owned cylinders- all series – Argon CO2- Tri-gas-Nitrogen	SAME AS PAGE 1			

Costs are to be net F.O.B., County Prepaid

BIDDER/COMPANY NAME: Weldinghouse, Inc.

ADDRESS: 2901 N. Sugar Rd

CITY/STATE/ZIP CODE: Pharr, TX 78577

PHONE & FAX NO.'S: (956)781-6644 (956)631-8749

CELL PHONE:

AUTHORIZED SIGNATURE: Roel Davila

PRINTED NAME: Roel Davila

TITLE: Manager

EMAIL: rdavila@weldinghouse.com

OPENED
9:45
2-9-2011
Witnessed

EXHIBIT "C"
CERTIFICATE OF INSURANCE

OP ID: MO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/14/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Borden Insurance P. O. Box 1066 Corpus Christi, TX 78403-1066 Swantner & Ray-Renewals 361-882-6643 361-854-2008	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: WELDI-1
INSURED Weldinghouse, Inc. 705 Navigation Corpus Christi, TX 78408	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Indemnity Insurance Company INSURER B : Service Lloyds Ins. Co. INSURER C : RSUI Indemnity Company INSURER D : Ace American Insurance Co. INSURER E : INSURER F :

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			D37718476	05/13/11	05/13/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			H08517083	05/13/11	05/13/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			BE017317260	05/13/11	05/13/12	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SRZB2215610	05/13/11	05/13/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured in favor of certificate holder with respects to the General Liability where required by written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Dept.
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Allen R Borden

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 7, 2012

S.G.S. Industrial Supplies, Inc.
Attn: Robert Garcia
2771 Robindale Road
Brownsville, Texas 78526

Via Email: rgarcia@sgsindustrial.com

Re: Extension Of Service Contract No: C-11-028B-08-09
"Additional Welding Supplies And Miscellaneous Equipment"

Dear Mr. Garcia:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the one (1) year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, March 27, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Tuesday, March 13, 2012 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

REQUIREMENTS AGREEMENT
C-11-028B-08-09

THIS AGREEMENT (the "Agreement") is entered into effective as of the **9th** day of **August, 2011** by and between **SGS Industrial Supplies, Inc.**("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Additional Welding Supplies and Other Misc. Equipment"**, (the "Products") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects **effective upon approval, with the County's option to extend/renew for an additional one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence **August 9, 2011** and expire on **April 29, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:	Hidalgo County Attention: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539
If to Seller:	**SGS Industrial Supplies, Inc.** **Attn: Robert N. Garcia** **2771 Robindale Road** **Brownsville, Texas 78526**

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary

laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as additional insured, and shall furnish to County certificates of such insurances coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal

therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Ca
on 8/9/2011

COMPANY: SGS Industrial Supplies, Inc.
By: Robert N. GARCIA
Printed Name: Robert N. GA
Title: MANAGER

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Stephen L. Crain

Approved By Commissioners Court: August 9, 2011

EXHIBIT "A"
REQUEST FOR BIDS (RFB)PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

April 11, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Additional Welding Supplies and Misc. Equipment"**
Bid No: 2011-028B-04-27-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

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

HIDALGO COUNTY
"ADDITIONAL WELDING SUPPLIES AND MISC. EQUIPMENT"
BID NO.: 2011-028B-04-27-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 5 pages
4. Exhibit "B" Bid Page consisting of 2 pages.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
8. Draft Requirements Agreement consisting of 8 pages.
9. Certification Regarding Debarment consists of 1 page.

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

April 11, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

BID: 2011-028B-04-27-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(ALL FUNDING SOURCES)
"ADDITIONAL WELDING SUPPLIES AND MISC. EQUIPMENTS"

BID OPENING DATE:
APRIL 27, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY (ALL FUNDING SOURCES) "ADDITIONAL WELDING SUPPLIES AND MISC. EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2011-028B-04-27-SGS- HIDALGO COUNTY(ALL FUNDING SOURCES)-"ADDITIONAL WELDING SUPPLIES AND MISC. EQUIPMENT"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, APRIL 27, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-028B-04-27-SGS.** 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(ALL FUNDING SOURCES) "ADDITIONAL WELDING SUPPLIES AND MISC. EQUIPMENT"**
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**April 27, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

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 there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected

officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
(All Funding Sources)
"ADDITONAL WELDING SUPPLIES AND MISC. EQUIPMENT"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"
HIDALGO COUNTY
(All Funding Sources)
"Additional Welding Supplies and Misc. Equipment"
BID NO.: 2011-028B-04-27-SGS

SPECIFICATIONS

Hidalgo County is seeking to enter into a Welding Supply contract with qualified participates. Sealed Bids will be received for the following ***"Additional Welding Supplies and Misc. Equipment"*** on an **"As Needed Basis"**, in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

It is intended that the amount of **Industrial welding supplies and misc. equipment** will be on an "as **needed basis**" by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more supplies/equipment than is needed. All costs are to be net F.O.B., County Prepaid.

Due to the **price fluctuation** on metals in the welding industry, carefully read **Hidalgo County's Market Volatility and Unit Price Adjustment Clause on page 3 of Exhibit "A".**

WELDING SUPPLIES AND MISC. ITEMS:

The following welding supplies/material **will be awarded to the lowest bidder(s)**. **(Enter Bid amounts on Exhibit "B"-Bid Page)**

- The required materials/items are listed below and will be on an **"As Needed Basis"**. Bid on items according to their specified description and/or size.

****WELDING SUPPLIES****

ITEM /DESCRIPTION	SIZE	CASE/UNITS
1) Cast Iron **Rods** 99 % Cast	#35 5/32	5 LBS
	#460 1/8	10 LBS
2) Alloy 144 Brass Electrode	1/8	1 LB
	5/32	1 LB
3) No. 1 Cable (by feet) AWG copper	2, 4 & 1/0- 2/0 - 3/0 – 4/0	
4) Brazing Alloy Safety Silv- 15, 45 % 56		
5) Tig Weld Rods 30"- 36" (mild steel) ER-70S 6	1/16 – 3/32 – 1/8 – 5/32	
6.) Stainless steel ER-308-L	1/16 – 3/32 – 1/8– 5/32	
7.) Aluminum ER-4043	1/16 – 3/32 – 1/8 – 5/32	
8.) Aluminum ER-5356	1/16 – 3/32 – 1/8 – 5/32	
9.) Mild Steel ER-80S6	1/16 – 3/32 – 1/8– 5/32	
10) Doo-Rag Cap and/or Beanies **Flame Retardant**		
11) Welding Blanket Fiberglass and Acrylic coated	30 oz	
12) Plastic Rod Canister (Rod Guards)	16"	
13) Torch Brass	1/8	1 LB
	5/32	1 LB

Exhibit "A"
HIDALGO COUNTY
(All Funding Sources)
"Additional Welding Supplies and Misc. Equipment"
BID NO.: 2011-028B-04-27-SGS

14) Torch RD-45	1/8 steel		1 LB
	3/32		1 LB
15) Argon – CO2 75-25% Mig welder-mild steel	**CYLINDER SIZE**		
	20 series		
	40 series		
	80 series		
	100 series		
16) Torch Gauges-Replacement – Victor CR150CR	2" gauge		
	2 ½ gauge		
17) Nozzle tip protector – for Millermatic 135	slip on type		
18) Sanding Disc – Hub style.Screw On – (Med course-Zircowia flap disc) 4.1/2 x 3/4x7/8	Z-40,Z-60, Z80 & Z-100 grit		
19) Adaptor for Flux Core			
20) Female terminals			
21) Nozzle Tip for shield gas			
22) Flux Cored welding wire (used with Shielding gas)	.030 & .035		
23) Flux coated (ET-IT-GS) mild steel	.035		
24) Stainless Steel (ER 308LSI) 1 lb	.030		
25) High Purity regulator for Nitrogen			
26) Shaft Knot wheel brush	3"x 1/4"		
27) Mig Welding Machine Single and triple face	120,180,208 & 240 volts		
28) Welding Screens	75" w x 5' h		
29) Replacement parts for: Miller, Millermatic 135, Lincoln Welder & Miller Arc Welder Cord, Spool Sprocket and electrical components OEM parts.			
30) Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel- All sizes	**CYLINDER SIZE**		
	20	125	
	40	200	
	80	300	
	100		
31) Refill of Co. owned cylinders –Argon CO2 -TriGas-Nitrogen	20	80	
	40	100	

BID REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

2. It is expressly understood and agreed that in case Hidalgo County should need "Industrial Welding Services and/or Welding Supplies" not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items or 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. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

3. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

4. In the event the material furnished does not meet all the above requirements (regardless of weather, tests acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

5. Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

6. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications.

7. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

8. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

9. Hidalgo County shall award the bid on a **LUMP SUM BASIS to ONE VENDOR** and/or **ITEM BY ITEM BASIS** and/or to **MULTIPLE** bidders, whichever is in the best interest of the County.

10. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

11. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

12. It is intended that the "Term" of the contract will be effective upon approval by Commissioner's Court with the termination date to concur with current existing contract for "Welding Supplies and Other Misc. Items" with the County's sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.

13. Hidalgo County reserves the right to continue this bid for an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term, under the same rates, terms and conditions.

14. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

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 suppliers 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 suppliers 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. Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally

reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, TUESDAY, APRIL 19, 2011, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M.**, THRUSDAY, **APRIL 21, 2011.**

Exhibit "B"

HIDALGO COUNTY (All Funding Sources)
"ADDITIONAL WELDING SUPPLIES AND OTHER MISC. EQUIPMENT"
BID NO.: 2011-028B-04-27-SGS

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. Bid on items according to their specified description and/or size.

	SIZE	CASE/ UNIT	BID PRICE
1.) Cast Iron **Rods** 99 % Cast	#35 5/32	5 LBS	
	#460 1/8	10 LBS	
2.) Alloy 144 Brass Electrode	1/8	1 LB	
	5/32	1 LB	
3.) No. 1 Cable (by feet) AWG copper	2, 4 - 1/0 , 2/0, 3/0 - 4/0		
4.) Brazing Alloy Safety Silv- 15, 45 % 56			
5.) Tig Weld Rods 30"- 36" (mild steel) ER-70S 6	1/16 - 3/32 - 1/8 - 5/32		
6.) Stainless steel ER-308-L	1/16 - 3/32 - 1/8 - 5/32		
7.) Aluminum ER-4043	1/16 - 3/32 - 1/8 - 5/32		
8.) Aluminum ER-5356	1/16 - 3/32 - 1/8 - 5/32		
9.) Mild Steel ER-80S6	1/16 - 3/32 - 1/8 - 5/32		
10) Doo-Rag Cap and/or Beanies **Flame Retardant**			
11) Welding Blanket - Fiberglass and Acrylic coated	30 oz		
12) Plastic Rod Canister (Rod Guards)	16"		
13) Torch Brass	1/8	1 LB	
	5/32	1 LB	
14) Torch RD-45	1/8 steel	1 LB	
	3/32	1 LB	
15) Argon – CO2 75-25% Mig welder-mild steel	**CYLINDER SIZE**		
	20 series		
	40 series		
	80 series		
	100 series		
16) Torch Gauges-Replacement – Victor CR150CR	2" gauge		
	2 ½ gauge		
17) Nozzle tip protector – for Millermatic 135	slip on type		
18) Sanding Disc – Hub style.Screw On – (Med course-Zircowia flap disc)	4.1/2 x 3/4x7/8 Z-40.Z-60, Z80 - Z-100 grit		
19) Adaptor for Flux Core			
20) Female terminals			
21) Nozzle Tip (for shield gas)			
22) Flux Cored welding wire (used with Shielding gas)	.030 & .035		
23) Flux coated (ET-IT-GS) mild steel	.035		

24) Stainless Steel (ER 308LSI) 1 lb	.030			
25) High Purity regulator for Nitrogen				
26) Shaft Knot wheel brush	3"x 1/4"			
27) Mig Welding Machine Single and triple face	120,180,208 & 240 volts			
28) Welding Screens	75" w x 5' ht			
29) Replacement parts for: Miller, Millermatic 135, Lincoln Welder & Miller Arc Welder Cord, Spool Sprocket and electrical components OEM parts.				
30) Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel- All sizes	CYLINDER SIZE			
	20	125		
	40	200		
	80	300		
	100			
31) Refill of Co. owned cylinders –Argon CO2 – TriGas- Nitrogen	20	80		
	40	100		

Costs are to be net F.O.B., County Prepaid

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NO.'S:_____

CELL PHONE:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EMAIL:_____

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

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED, INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or 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 ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				

Employer identification number

		-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here — Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
BID PAGE

ADDENDUM #3
REVISED-EXHIBIT "B" - (2)
HIDALGO COUNTY (All Funding Sources)
"ADDITIONAL WELDING SUPPLIES AND OTHER MISC. EQUIPMENT"
BID NO.: 2011-028B-04-27-SGS

ADDRESS: 2771 Robindale Rd
CITY/STATE/ZIP CODE: BROWNSVILLE TEXAS 78526
PHONE NUMBER: 956-831-4291
E-MAIL ADDRESS: rgarcia@sgsindustrial.com
CELLULAR NUMBERS:
FAX NUMBER: 956-831-9434
AUTHORIZED SIGNATURE:
PRINTED NAME: ROBERT N. GARCIA
TITLE: GENERAL MANAGER
DATE: 05/10/11

TABULATION SHEET

HIDALGO COUNTY

"ADDITIONAL WELDING SUPPLIES AND MISC. EQUIPMENT"

BID NO. 2011-028B-04-27-SGS | **BUYER: SANDY SUAREZ**

ITEM DESCRIPTIONS	SIZE	CASE/ UNITS	1. SGS INDUSTRIAL SUPPLIES BID PRICE
1. Alloy 144 Brass Electrode	1/8	1 LB	No Bid
	5/32	1 LB	No Bid
	SIZES		
2. No. 1 AWG-Cable (by feet) copper	1		2.74 ft
	2		2.41 ft
	4		1.88 ft
	1/0		3.40 ft
	2/0		3.94 ft
	3/0		No Bid
	4/0		5.82 ft
3. Brazing Alloy Safety Silv -	15%		No Bid
4. Tig Weld Rods 30"- 36" (mild steel) ER-70S 6	1/16		20.37 36"-10 lb bx
	3/32		17.68 36"-10 lb bx
	1/8		16.83 36"-10 lb bx
	5/32		16.83 36"-10 lb bx
5. Stainless steel ER-308-L	1/16		57.93 36"-10 lb bx
	3/32		56.71 36"-10 lb bx
	1/8		55.49 36"-10 lb bx
	5/32		55.49 36"-10 lb bx
6. Aluminum ER-4043	1/16		48.17 36"-10 lb bx
	3/32		31.71 36"-10 lb bx
	1/8		30.49 36"-10 lb bx
	5/32		32.93 36"-10 lb bx
7. Aluminum ER- 5356	1/16		48.17 36"-10 lb bx
	3/32		32.93 36"-10 lb bx
	1/8		31.71 36"-10 lb bx
	5/32		32.93 36"-10 lb bx
8. Mild Steel ER-80S6	1/16		No Bid
	3/32		No Bid
	1/8		No Bid
	5/32		No Bid
9. Doo- Rag Cap and/or Beanies	Flame- Retardant		4.15 ea.
10. Welding Blanket Coated Fiberglass and Acrylic Coated 30 oz	6 x 4		No Bid
	6 x 6		No Bid
	6 x 8		No Bid
	6 x 10		No Bid
	8 x 8		No Bid
	8 x 10		No Bid
	10 x 10		No Bid
11. Plastic Rod Canister (Rod Guards) (water tight-tig brazing rods)	16"		No Bid
12. Torch Brass	5/32	1 LB	No Bid
	1/8	1 LB	No Bid
13. Torch RD-45	1/8 Steel	1 LB	No Bid
	5/32	1 LB	No Bid
14. Argon – CO2 75-25%-Mig welder- mild steel			
	20		No Bid
	40		No Bid
	80		No Bid
	100		No Bid
15. Torch Gauges-Replacement Gauges for regulators are preferred			OXYGEN HIGH
Victor CSR150CR	2" gauge		No Bid
	2 1/2" gauge		No Bid
			OXYGEN LOW
	2" gauge		No Bid

	2 1/2" gauge		No Bid		
			ACETYLENE HIGH		
	2" gauge		No Bid		
	2 1/2" gauge		No Bid		
			ACETYLENE LOW		
	2" gauge		No Bid		
	2 1/2" gauge		No Bid		
16. Nozzle tip protector-(slip on type for Millermatic 135)			No Bid		
17. Sanding Disc-Screw On- (med. Coarse grid-Zirconia flap disc)			HUB STYLE 4 ½ X 5/8" X 11		
	Z-40		6.70		
	Z-60		6.70		
	Z-80		6.70		
	Z-100		No Bid		
			HUB LESS 4 ½ X 7/8"		
	Z-40		5.98		
	Z-60		5.98		
	Z-80		5.98		
	Z-100		No Bid		
18. Adaptor for Flux Core			No Bid		
19. Female Terminals			No Bid		
20. Nozzle tip	for shield gas		No Bid		
21. Flux cored welding wire (used with Shielding gas)	.030	1 LB	No Bid		
		10 LB	No Bid		
	.035	1 LB	No Bid		
		10 LB	No Bid		
22. Flux **coated** (ET-IT-GS) mild steel	.030	1 LB	5.33		
		10 LB	45.12		
	.035	1 LB	5.00		
		10 LB	43.91		
23. Stainless Steel (ER 308LSI) 1 lb	.030		No Bid		
24. High Purity Regulator for Nitrogen			No Bid		
25. Shaft Knot wheel brush			CRIMPED		
	Carbon	.014	No Bid		
		.020	No Bid		
	Stainless steel	.014	No Bid		
		.020	No Bid		
			KNOTTED		
	Carbon	. 014	No Bid		
		.020	No Bid		
	Stainless steel	. 014	No Bid		
		.020	No Bid		
26. Mig Welding Machine			SINGLE FACE		
single & triple face	120 volt		No Bid		
	180 volt		No Bid		
	208 volt		No Bid		
	240 volts		No Bid		
			TRIPLE FACE		
	120 volt		No Bid		
	180 volt		No Bid		
	208 volt		No Bid		
	240 volts		No Bid		
27. Welding Screens	.75"w x 5'h		No Bid		
28. Tri-Gas Argon-CO2-Helium 7.5%- 2.5-90% for stainless steel			CYLINDER SIZE		
	20		No Bid		
	40		No Bid		
	80		No Bid		
	100		No Bid		
	125		No Bid		
	200		No Bid		
	300		No Bid		
29. Refill of Co. owned cylinders- Argon CO2-Tri-Gas-Nitrogen			Argon CO2	Tri-Gas	Nitrogen
	20		No Bid	No Bid	No Bid
	40		No Bid	No Bid	No Bid
	80		No Bid	No Bid	No Bid
	100		No Bid	No Bid	No Bid

ADDENDUM #3
REVISED-EXHIBIT "B" - (2)
HIDALGO COUNTY (All Funding Sources)
"ADDITIONAL WELDING SUPPLIES AND OTHER MISC. EQUIPMENT"
BID NO.: 2011-028B-04-27-SGS

DESCRIPTIONS	SIZE	BID PRICE
1.) Alloy 144 Brass Electrode	1/8 1 lb	
	5/32 1 lb	
2.) Cable (by feet) AWG copper	1	2.74 - Ft
	2	2.41 - Ft
No. 1, 2, 4 - 1/0, 2/0, 3/0 - 4/0	4	1.88 - Ft
300' Reels	1/0	3.40 - Ft
	2/0	3.94 - Ft
	3/0	
	4/0	5.82 - Ft
3.) Brazing Alloy Safety Silv-	15%	
4.) Tig Weld Rods 30"- 36" (mild steel) ER-70S 6	1/16	20.37
	3/32	17.68
10# Boxes	1/8	16.83
	5/32	16.83
5.) Stainless steel ER-308-L	1/16	57.93
	3/32	56.71
10# Boxes	1/8	55.49
	5/32	55.49
6.) Aluminum ER-4043	1/16	48.17
	3/32	31.71
10# Boxes	1/8	30.49
	5/32	32.93
7.) Aluminum ER-5356	1/16	48.17
	3/32	32.93
10# Boxes	1/8	31.71
	5/32	32.93
8.) Mild Steel ER-80S6	1/16	
	3/32	
	1/8	
	5/32	
9.) Doo-Rag Cap and/ or Beanies	Flame Retardant	4.15 ea
10) Welding Blanket - Fiberglass and Acrylic coated 30 oz	6 x 4	
	6 x 6	
	6 x 8	
	6 x 10	
	8 x 8	
	8 x 10	
	10 x 10	
11.) Plastic Rod Canister (Rod Guards)	16"	
12.) Torch Brass	1/8 1-lb	
	5/32 1-lb	
13.) Torch RD - 45	1/8 steel 1- lb	
	5/32 1- lb	
14.) Argon – CO2 75-25% Mig welder-mild steel	CYLINDER SIZE	
	20 series	
	40 series	
	80 series	
	100 series	
15) Torch Gauges-Replacement – Victor CR150CR	Oxygen High	
OPENED 9:59 5-11-11 Witnessed	2" gauge	
	2 ½ gauge	
	Oxygen Low	
	2" gauge	
	2 ½ gauge	
	Acetylene High	
	2" gauge	
	2 ½ gauge	
	Acetylene Low	
	2" gauge	
	2 ½ gauge	
16.) Nozzle Tip Protector - for Millermatic 135	Slip on type	

ADDENDUM #3
REVISED-EXHIBIT "B" - (2)
HIDALGO COUNTY (All Funding Sources)
"ADDITIONAL WELDING SUPPLIES AND OTHER MISC. EQUIPMENT"
BID NO.: 2011-028B-04-27-SGS

17) Sanding Disc – Screw On – (Med course- Zircowia flap disc)		Hub Style 4 ½ x 5/8" x 11	
		Z-40	6.70
		Z-60	6.70
		Z-80	6.70
		Z-100	
		Hub Less 4 ½ x 7/8"	
		Z-40	5.98
		Z-60	5.98
		Z-80	5.98
		Z-100	
18.) Adaptor for Flux Core			
19.) Female Terminal			
20.) Nozzle Tip		(for shield gas)	
21) Flux Cored welding wire (used with Shielding gas)	.030	1 lb	
		10 lb	
	.035	1 lb	
		10 lb	
22) Flux coated (ET-IT-GS) mild steel	.030	1 lb	5.33
		10 lb	45.12
	.035	1 lb	5.00
		10 lb	43.91
23.) Stainless Steel ER 308LSI		1 lb	
24.) High Purity regulator for Nitrogen			
25) Shaft Knot wheel brush 3"x 1/4"		Crimped	
	Carbon	.014	
		.020	
	Stainless Steel	.014	
		.020	
		Knotted	
	Carbon	.014	
		.020	
	Stainless Steel	.014	
		.020	
26) Mig Welding Machine Single and triple face		Single Face	
		120 v	
		180v	
		208v	
		240v	
		Triple Face	
		120 v	
		180v	
		208v	
		240v	
27.) Welding Screens		75" w x 5" h	
28) Tri-Gas - Argon-CO2-Helium 7.5%-2.5-90% for stainless steel- All sizes		CYLINDER SIZE	
		20	
		40	
		80	
		100	
		125	
		200	
		300	

OPENED 9:59 5-11-11 Witnessed

29) Refill of Co. owned cylinders –Argon CO2 – Tri-Gas- Nitrogen		Argon CO2	Tri-Gas	Nitrogen
	20			
	80			
	40			
	100			

BIDDER/COMPANY NAME: Robert N. Garcia SGS Industrial Supplies

EXHIBIT "C"
CERTIFICATE OF INSURANCE

SEAGA-1 OP ID: MP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/12/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepard Walton King Ins Group* 1906B E. Tyler P. O. Box 1830 Harlingen, TX 78551-1830 Josh Fields 956-423-8755 956-428-0730	CONTACT NAME: Mary Pena PHONE (A/C, No, Ext): 956-423-8755 FAX (A/C, No): 956-428-0730 E-MAIL ADDRESS: mpena.shepa05@insuremail.net
INSURED SGS Industrial Supplies Inc. etal 2771 Robindale Road Brownsville, TX 78526-5106	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Fireman's Ins. Co. Washington — 21784 INSURER B : Union Standard Insurance Co. INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		CPA419517316	05/21/11	05/21/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			CPA419517316	05/21/11	05/21/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUA419662616	05/21/11	05/21/12	EACH OCCURRENCE AGGREGATE	$ $	3,000,000 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Distributor - Industrial and Steel Supply
The General Liability section includes the Contractor's General Liability Advantage Endorsement #CLCG0443 which includes Miscellaneous Additional Insured's by written contract. Hidalgo County is included as additional insured per the above endorsement (subject to written contract in place)

CERTIFICATE HOLDER

HIDCOUN

Hidalgo County Purchasing Dept
Attn: Sandy Suarez
sandy.suarez@co.hidalgo.tx.us
2802 South Bus. Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R.W. Seyard

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
2-1100-412-00-001-001-0-442	92ND DC-EQUIP & VEHICLE RENTALS	1,700.00	1,700.00	10.50	10.50	1,679.00	1.24
2-1100-412-00-002-001-0-442	93RD DC-EQUIP & VEHICLE RENTALS	42.00	42.00	10.50	10.50	21.00	50.00
2-1100-412-00-003-001-0-442	139TH DC-EQUIP & VEHICLE RENTALS	500.00	500.00	22.50	7.50	470.00	6.00
2-1100-412-00-004-001-0-442	206TH DC-EQUIP & VEHICLE RENTALS	200.00	200.00	24.00	68.00	108.00	46.00
2-1100-412-00-005-001-0-442	275TH DC-EQUIP & VEHICLE RENTALS	40.00	40.00	10.50	10.50	19.00	52.50
2-1100-412-00-006-001-0-442	332ND DC-EQUIP & VEHICLE RENTALS	50.00	50.00	7.00	14.00	29.00	42.00
2-1100-412-00-008-001-0-442	389TH DC-EQUIP & VEHICLE RENTALS	100.00	100.00	10.50	10.50	79.00	21.00
2-1100-412-00-009-001-0-442	398TH DC-EQUIP & VEHICLE RENTALS	100.00	100.00	21.00	21.00	58.00	42.00
2-1100-412-00-009-003-0-442	INDIGENT DEFENSE-EQUIP & VEHICLE RENTALS	2,370.00	2,370.00	25.00	5.00	2,340.00	1.27
2-1100-412-00-010-001-0-442	430TH DC-EQUIP & VEHICLE RENTALS	2,000.00	2,000.00	16.00	5.00	1,979.00	1.05
2-1100-412-00-011-001-0-442	449TH DC-EQUIP & VEHICLE RENTALS	3,695.00	3,695.00	54.50	5.00	3,635.50	1.61
2-1100-412-00-021-001-0-442	CCL#1-EQUIP & VEHICLE RENTALS	50.00	50.00	10.50	10.50	29.00	42.00
2-1100-412-00-022-001-0-442	CCL#2-EQUIP & VEHICLE RENTALS	1,000.00	1,000.00	29.50	10.50	960.00	4.00
2-1100-412-00-023-001-0-442	PROBATE CRT-EQUIP & VEHICLE RENTAL	100.00	100.00	7.50	7.50	85.00	15.00
2-1100-412-00-024-001-0-442	CCL#4-EQUIP & VEHICLE RENTALS	100.00	100.00	10.00	5.00	85.00	15.00
2-1100-412-00-025-001-0-442	CCL#5-EQUIP & VEHICLE RENTALS	1,550.00	1,550.00	8.50	7.50	1,534.00	1.03
2-1100-412-00-026-001-0-442	CCL#6-EQUIP & VEHICLE RENTALS	2,000.00	2,000.00	.00	.00	2,000.00	.00
2-1100-412-00-031-001-0-442	MASTER CRT-EQUI & VEHICLE RENTALS	.00	50.00	10.50	.00	39.50	21.00
2-1100-412-00-032-001-0-442	MASTER CRT II-EQUIP & VEHICLE RENTALS	150.00	150.00	14.00	10.50	125.50	16.33
2-1100-412-00-045-001-0-442	AUXILIARY CRT-EQUIP & VEHICLE RENTAL	2,591.12	2,591.12	2,017.67	410.49	162.96	93.71
2-1100-412-00-062-001-0-442	JP PCT 1/PL 2-EQUIP & VEHICLE RENTALS	2,500.00	.00	.00	.00	.00	.00
2-1100-412-00-063-001-0-442	JP PCT 2/PL 1-EQUIP & VEHICLE RENTALS	200.00	200.00	10.50	10.50	179.00	10.50
2-1100-412-00-064-001-0-442	JP PCT 2/PL 2-EQUIP & VEHICLE RENTALS	2,000.00	608.00	138.27	10.50	459.23	24.47
2-1100-412-00-065-001-0-442	JP PCT 3/PL 1-EQUIP & VEHICLE RENTALS	4,800.00	4,800.00	3,800.70	772.55	226.75	95.28
2-1100-412-00-066-001-0-442	JP PCT 3/PL 2-EQUIP & VEHICLE RENTALS	2,350.00	350.00	56.00	7.00	287.00	18.00
2-1100-412-00-067-001-0-442	JP PCT 4/PL 1-EQUIP & VEHICLE RENTALS	40.00	40.00	10.50	10.50	19.00	52.50
2-1100-412-00-068-001-0-442	JP PCT 4/PL 2-EQUIP & VEHICLE RENTALS	1,000.00	1,000.00	10.00	25.00	965.00	3.50
2-1100-412-00-069-001-0-442	JP PCT 5/PL 1-EQUIP & VEHICLE RENTAL	95.00	95.00	23.00	7.00	65.00	31.58

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
2-1100-412-00-069-001-0-672	JP PCT 5/PL 1-EQ&VEH R&M SUPPLIES	250.00	250.00	.00	.00	250.00	.00
2-1100-412-00-080-002-0-442	CRIM DA-EQUIP & VEHICLE RENTALS	8,000.00	8,000.00	6,277.80	1,510.56	211.64	97.35
2-1100-412-00-090-001-0-442	DIST CLERK-EQUIP & VEHICLE RENTALS	7,100.00	7,100.00	5,091.00	1,813.00	196.00	97.24
2-1100-413-00-110-006-0-442	CO JUDGE-EQUIP & VEHICLE RENTALS	4,800.00	6,800.00	2,642.74	942.26	3,215.00	52.72
2-1100-413-00-125-001-0-672	EXECUTIVE OFFICE-EQ&VEH R&M SUPPLIES	.00	1,000.00	.00	.00	1,000.00	.00
2-1100-414-00-130-001-0-442	ELECTIONS DEPT-EQUIP & VEHICLE RENTALS	23,000.00	23,000.00	1,345.00	333.10	21,321.90	7.30
2-1100-414-00-130-001-0-672	ELECTIONS DEPT-EQ&VEH R&M SUPPLIES	1,000.00	1,000.00	.00	.00	1,000.00	.00
2-1100-414-00-130-001-0-679	ELECTIONS DEPT-OTHER R&M SUPPLIES	500.00	2,000.00	1,756.50	.00	243.50	87.83
2-1100-415-00-200-001-0-442	INFO TECH DEPT-EQUIP & VEHICLE RENTALS	300.00	300.00	85.50	28.50	186.00	38.00
2-1100-415-00-200-002-0-442	IT COUNTYWIDE-EQUIP & VEHICLE RENTALS	10,000.00	6,997.56	1,500.72	1,500.72	3,996.12	42.89
2-1100-415-00-200-002-0-679	IT COUNTYWIDE-OTHER R&M SUPPLIES	.00	229.48	.00	.00	229.48	.00
2-1100-415-14-115-001-0-442	DBM-BUDGET DIV-EQUIP & VEHICLE RENTALS	500.00	500.00	18.00	18.00	464.00	7.20
2-1100-415-14-115-001-0-672	DBM-BUDGET DIV-EQ&VEH R&M SUPPLIES	1,000.00	500.00	.00	.00	500.00	.00
2-1100-415-15-140-001-0-442	TAX OFF-EQUIP & VEHICLE RENTALS	33,000.00	13,000.00	1,911.86	711.30	10,376.84	20.18
2-1100-415-15-140-001-0-672	TAX OFF-EQ&VEH R&M SUPPLIES	.00	200.00	.00	101.90	98.10	50.95
2-1100-415-15-140-001-0-679	TAX OFF-OTHER R&M SUPPLIES	.00	30.00	.00	.00	30.00	.00
2-1100-415-16-150-001-0-442	CO TREASURER-EQUIP & VEHICLE RENTALS	45.00	45.00	10.50	10.50	24.00	46.67
2-1100-415-18-160-001-0-442	PURCHASING-EQUIP & VEHICLE RENTALS	10,000.00	61.00	24.00	18.00	19.00	68.85
2-1100-415-21-170-001-0-442	CO AUDITOR-EQUIP & VEHICLE RENTALS	100.00	100.00	10.50	10.50	79.00	21.00
2-1100-415-40-180-001-0-442	CO CLERK-EQUIP & VEHICLE RENTALS	4,500.00	4,500.00	49.00	17.00	4,434.00	1.47
2-1100-415-40-180-001-0-672	CO CLERK-EQ&VEH R&M SUPPLIES	1,000.00	1,100.00	134.58	.00	965.42	12.23
2-1100-415-40-180-001-0-679	CO CLERK-OTHER R&M SUPPLIES	.00	150.00	48.23	.00	101.77	32.15
2-1100-415-40-180-002-0-672	CO CLERK RECORD ARCHIVE-EQ&VEH R&M SUPPL	6,177.00	6,177.00	.00	.00	6,177.00	.00
2-1100-415-50-190-001-0-442	CIVIL SERVICE-EQUIP & VEHICLE RENTALS	1,750.00	950.00	.00	.00	950.00	.00
2-1100-415-50-190-002-0-442	HUMAN RESOURCES-EQUIP & VEHICLE RENTALS	3,500.00	2,380.00	70.00	14.00	2,296.00	3.53
2-1100-419-10-210-001-0-442	PLANNING DEPT-EQUIP & VEHICLE RENTALS	72.00	72.00	15.00	15.00	42.00	41.67
2-1100-419-10-210-001-0-672	PLANNING DEPT-EQ&VEH R&M SUPPLIES	1,000.00	1,000.00	856.00	.00	144.00	85.60
2-1100-419-40-220-001-0-442	FACILITIES MGMT-EQUIP & VEHICLE RENTALS	10,000.00	10,000.00	2,422.03	1,009.85	6,568.12	34.32
2-1100-419-40-220-001-0-672	FACILITIES MGMT-EQ&VEH R&M SUPPLIES	18,000.00	38,000.00	9,304.47	12,789.37	15,906.16	58.14

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
2-1100-419-40-220-001-0-679	FACILITIES MGMT-OTHER R&M SUPPLIES	17,000.00	15,000.00	5,098.13	4,651.49	5,250.38	65.00
2-1100-419-50-125-003-0-442	SAFETY-EQUIP & VEHICLE RENTALS	.00	50.00	10.50	10.50	29.00	42.00
2-1100-419-50-125-003-0-672	SAFETY-EQ&VEH R&M SUPPLIES	500.00	500.00	71.54	15.30	413.16	17.37
2-1100-421-00-280-001-0-442	SHERIFF-EQUIP & VEHICLE RENTALS	2,400.00	2,400.00	112.50	97.50	2,190.00	8.75
2-1100-421-00-280-001-0-672	SHERIFF-EQ&VEH R&M SUPPLIES	239,000.00	239,000.00	46,692.47	57,287.14	135,020.39	43.51
2-1100-421-00-280-001-0-679	SHERIFF-OTHER R&M SUPPLIES	7,000.00	7,000.00	1,382.75	323.14	5,294.11	24.37
2-1100-421-00-291-001-0-442	CONSTABLE PCT.1-EQUIP & VEHICLE RENTALS	.00	40.00	7.50	7.50	25.00	37.50
2-1100-421-00-291-001-0-672	CONSTABLE PCT.1-EQ&VEH R&M SUPPLIES	3,000.00	2,610.00	.00	.00	2,610.00	.00
2-1100-421-00-292-001-0-442	CONSTABLE PCT.2-EQUIP & VEHICLE RENTAL	60.00	60.00	52.50	7.50	.00	100.00
2-1100-421-00-292-001-0-672	CONSTABLE PCT.2-EQ&VEH R&M SUPPLIES	250.00	200.00	.00	.00	200.00	.00
2-1100-421-00-293-001-0-442	CONSTABLE PCT.3-EQUIP & VEHICLE RENTALS	2,500.00	2,500.00	493.50	.00	2,006.50	19.74
2-1100-421-00-293-001-0-672	CONSTABLE PCT.3-EQ&VEH R&M SUPPLIES	4,000.00	4,000.00	722.43	3,133.90	143.67	96.41
2-1100-421-00-294-001-0-442	CONSTABLE PCT.4-EQUIP & VEHICLE RENTALS	2,600.00	2,600.00	22.50	7.50	2,570.00	1.15
2-1100-421-00-294-001-0-672	CONSTABLE PCT.4-EQ&VEH R&M SUPPLIES	3,000.00	3,000.00	543.10	1,086.20	1,370.70	54.31
2-1100-421-00-295-001-0-442	CONSTABLE PCT.5-EQUIP & VEHICLE RENTALS	200.00	200.00	10.50	10.50	179.00	10.50
2-1100-421-00-295-001-0-672	CONSTABLE PCT.5-EQ&VEH R&M SUPPLIES	.00	3,000.00	886.03	.00	2,113.97	29.53
2-1100-422-10-300-001-0-442	FIRE MARSHAL-EQUIP & VEHICLE RENTAL	9,000.00	9,000.00	10.50	10.50	8,979.00	.23
2-1100-422-10-300-001-0-672	FIRE MARSHAL-EQ&VEH R&M SUPPLIES	1,000.00	1,500.00	756.11	107.99	635.90	57.61
2-1100-423-21-280-002-0-442	JAIL-EQUIP & VEHICLE RENTALS	700.00	11,200.00	3,629.78	70.22	7,500.00	33.04
2-1100-423-21-280-002-0-672	JAIL-EQ&VEH R&M SUPPLIES	20,000.00	20,000.00	539.50	5,899.84	13,560.66	32.20
2-1100-423-21-280-002-0-679	JAIL-OTHER R&M SUPPLIES	5,000.00	5,000.00	.00	1,408.82	3,591.18	28.18
2-1100-423-32-330-001-0-442	JUV DET HM-EQUIP & VEHICLE RENTALS	2,500.00	2,500.00	1,773.00	33.00	694.00	72.24
2-1100-423-32-330-001-0-672	JUV DET HM-EQ&VEH R&M SUPPLIES	10,000.00	10,000.00	2,479.75	4,164.85	3,355.40	66.45
2-1100-423-32-330-001-0-679	JUV DET HM-OTHER R&M SUPPLIES	5,000.00	5,000.00	1,249.00	148.11	3,602.89	27.94
2-1100-423-60-330-002-0-442	JUV PROB-EQUIP & VEHICLE RENTALS	500.00	500.00	.00	.00	500.00	.00
2-1100-429-00-110-075-0-442	EMERGENCY MGMT-EQUIP & VEHICLE RENTALS	2,630.00	2,630.00	2,403.18	207.14	19.68	99.25
2-1100-429-00-110-075-0-672	EMERGENCY MGMT-EQ&VEH R&M SUPPLIES	1,000.00	1,000.00	.00	.00	1,000.00	.00
2-1100-432-00-121-001-0-442	PCT1 SANITATION-EQUIP & VEHICLE RENTALS	72.00	312.00	24.00	87.60	200.40	35.77
2-1100-432-00-121-001-0-672	PCT1 SANITATION-EQUIP & VEH R&M SUPPL	.00	22,010.34	11,124.72	9,332.70	1,552.92	92.94
2-1100-432-00-121-001-0-679	PCT1 SANITATION-OTHER R&M SUPPLIES	10,690.00	6,690.00	359.73	4,220.79	2,109.48	68.47

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
2-1100-432-00-122-001-0-672	PCT2 SANITATION-EQUIP & VEH R&M SUPPLIES	40,852.83	38,452.83	555.67	3,106.95	34,790.21	9.52
2-1100-432-00-123-001-0-442	PCT3 SANITATION-EQUIP & VEHICLE RENTALS	3,000.00	3,000.00	206.00	109.00	2,685.00	10.50
2-1100-432-00-123-001-0-672	PCT3 SANITATION-EQUIP & VEH R&M SUPPLIES	90,000.00	90,000.00	39,183.25	23,273.73	27,543.02	69.40
2-1100-432-00-123-001-0-679	PCT3 SANITATION-OTHER R&M SUPPLIES	5,000.00	35,000.00	30,081.02	855.10	4,063.88	88.39
2-1100-432-00-124-001-0-442	PCT4 SANITATION-EQUIP & VEHICLE RENTALS	1,000.00	1,000.00	396.25	82.25	521.50	47.85
2-1100-432-00-124-001-0-672	PCT4 SANITATION-EQUIP&VEH R&M SUPPL	40,000.00	33,936.00	20,763.26	13,147.44	25.30	99.93
2-1100-441-00-340-001-0-442	HEALTH ADM-EQUIP & VEHICLE RENTALS	10,000.00	10,000.00	.00	.00	10,000.00	.00
2-1100-441-00-340-001-0-672	HEALTH ADM-EQ&VEH R&M SUPPLIES	5,459.00	5,459.00	467.40	1,343.41	3,648.19	33.17
2-1100-441-00-340-003-0-442	HEALTH CLINICS-EQUIP & VEHICLE RENTALS	5,500.00	5,500.00	135.00	75.00	5,290.00	3.82
2-1100-441-00-340-003-0-672	HEALTH CLINICS-EQ&VEH R&M SUPPLIES	250.00	250.00	132.00	.00	118.00	52.80
2-1100-441-00-340-003-0-679	HEALTH CLINICS-OTHER R&M SUPPLIES	280.00	280.00	.00	.00	280.00	.00
2-1100-444-00-240-001-0-442	HUMAN SERVICES-EQUIP & VEHICLE RENTALS	42.00	42.00	10.50	10.50	21.00	50.00
2-1100-444-00-370-001-0-442	VETERAN'S SRV-EQUIP & VEHICLE RENTALS	3,300.00	50.00	15.00	.00	35.00	30.00
2-1100-451-10-125-020-0-442	HISTORICAL COMM-EQUIP & VEHICLES RENTAL	300.00	.00	.00	.00	.00	.00
2-1100-452-00-121-013-0-442	PCT1 PARKS-EQUIP & VEHICLE RENTALS	500.00	2,000.00	1,469.47	56.11	474.42	76.28
2-1100-452-00-121-013-0-672	PCT1 PARKS-EQUIP & VEH R&M SUPPLIES	15,000.00	12,000.00	675.78	4,583.52	6,740.70	43.83
2-1100-452-00-121-013-0-679	PCT1 PARKS-OTHER R&M SUPPLIES	28,000.00	19,800.00	3,282.86	15,495.87	1,021.27	94.84
2-1100-452-00-122-008-0-442	PCT2 PARKS-EQUIP & VEHICLE RENTALS	332.25	332.25	.00	.00	332.25	.00
2-1100-452-00-122-008-0-672	PCT2 PARKS-EQUIP & VEH R&M SUPPLIES	9,967.48	9,967.48	925.09	847.10	8,195.29	17.78
2-1100-452-00-122-008-0-679	PCT2 PARKS-OTHER R&M SUPPLIES	11,074.98	11,074.98	3,413.45	4,828.50	2,833.03	74.42
2-1100-452-00-123-008-0-442	PCT3 PARKS-EQUIP & VEHICLE RENTALS	4,000.00	4,000.00	2,643.52	162.75	1,193.73	70.16
2-1100-452-00-123-008-0-672	PCT3 PARKS-EQUIP & VEH R&M SUPPLIES	12,000.00	12,000.00	445.00	5,486.58	6,068.42	49.43
2-1100-452-00-123-008-0-679	PCT3 PARKS-OTHER R&M SUPPLIES	15,000.00	14,302.00	412.77	3,104.57	10,784.66	24.59
2-1100-452-00-124-009-0-672	PCT4 PARKS-EQUIP & VEH R&M SUPPLIES	5,000.00	5,000.00	3,251.16	.00	1,748.84	65.02
2-1100-461-00-125-026-0-679	INSECT ERADICATION-OTHER R&M SUPPLIES	680.00	400.00	.00	.00	400.00	.00
2-1100-461-00-380-001-0-442	TX AGRILIFE EXT-EQUIP & VEHICLE RENTALS	8,000.00	5,162.59	767.50	513.50	3,881.59	24.81
2-1100-461-00-380-001-0-672	TX AGRILIFE EXT-EQ&VEH R&M SUPPLIES	200.00	200.00	.00	.00	200.00	.00
2-1100-466-00-121-050-0-679	PCT1 CRC-OTHER R&M SUPPLIES	.00	300.00	.00	220.00	80.00	73.33
2-1100-466-00-122-018-0-442	PCT2 CRC-EQUIP & VEHICLE RENTALS	2,152.86	2,152.86	844.44	286.48	1,021.94	52.53

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
2-1100-466-00-122-082-0-442	PCT2 CRC (S.TOWER)-EQUIP & VEH RENTALS	27.82	127.82	7.50	7.50	112.82	11.74
1100 GENERAL FUND		**843,438.34**	**862,215.31**	**230,481.68**	**192,241.69**	**439,491.94**	**49.03**
1200 ROAD AND BRIDGE							
2-1200-431-00-121-004-0-442	PCT1 ADM-EQUIP & VEHICLE RENTALS	75.00	75.00	30.50	20.50	24.00	68.00
2-1200-431-00-121-004-0-679	PCT1 ADM-OTHER R&M SUPPLIES	300.00	300.00	.00	.00	300.00	.00
2-1200-431-00-121-005-0-442	PCT1 RD MAINT-EQUIP & VEHICLE RENTALS	900.00	900.00	321.08	295.42	283.50	68.50
2-1200-431-00-121-005-0-672	PCT1 RD MAINT-EQUIP & VEH R&M SUPPLIES	6,061.00	126,860.42	9,755.04	40,699.78	76,405.60	39.77
2-1200-431-00-121-005-0-679	PCT1 RD MAINT-OTHER R&M SUPPLIES	29,000.00	32,800.00	1,428.93	6,904.11	24,466.96	25.41
2-1200-431-00-122-004-0-442	CW MECH SHOP-EQUIP & VEHICLE RENTALS	622.50	792.34	449.42	33.42	309.50	60.94
2-1200-431-00-122-004-0-672	CW MECH SHOP-EQ&VEH R&M SUPPLIES	5,934.62	5,934.62	465.53	484.31	4,984.78	16.01
2-1200-431-00-122-004-0-679	CW MECH SHOP-OTHER R&M SUPPLIES	2,637.61	2,637.61	102.10	1,074.64	1,460.87	44.61
2-1200-431-00-122-005-0-442	PCT2 ADM-EQUIP & VEHICLE RENTALS	1,074.00	3,024.00	2,004.50	658.90	360.60	88.08
2-1200-431-00-122-005-0-672	PCT2 ADM-EQUIP & VEH R&M SUPPLIES	52.39	52.39	.00	.00	52.39	.00
2-1200-431-00-122-005-0-679	PCT2 ADM-OTHER R&M SUPPLIES	340.54	340.54	.00	.00	340.54	.00
2-1200-431-00-122-006-0-442	PCT2 RD MAINT-EQUIP & VEHICLE RENTALS	1,853.96	1,856.88	345.38	77.54	1,433.96	22.78
2-1200-431-00-122-006-0-672	PCT2 RD MAINT-EQUIP & VEH R&M SUPPLIES	36,735.60	51,735.60	13,011.98	26,267.64	12,455.98	75.92
2-1200-431-00-122-006-0-679	PCT2 RD MAINT-OTHER R&M SUPPLIES	8,958.17	8,958.17	1,006.43	6,035.71	1,916.03	78.61
2-1200-431-00-123-004-0-442	PCT3 ADM-EQUIP & VEHICLE RENTALS	150.00	150.00	.00	.00	150.00	.00
2-1200-431-00-123-005-0-442	PCT3 RD MAINT-EQUIP & VEHICLE RENTALS	1,500.00	1,530.67	254.95	75.72	1,200.00	21.60
2-1200-431-00-123-005-0-672	PCT3 RD MAINT-EQUIP & VEH R&M SUPPLIES	100,000.00	101,479.22	20,291.63	73,347.42	7,840.17	92.27
2-1200-431-00-123-005-0-679	PCT3 RD MAINT-OTHER R&M SUPPLIES	20,000.00	19,395.99	2,789.71	4,348.82	12,257.46	36.80
2-1200-431-00-124-005-0-442	PCT4 ADM-EQUIP & VEHICLE RENTALS	.00	50.00	30.00	15.00	5.00	90.00
2-1200-431-00-124-007-0-442	PCT4 RD MAINT-EQUIP & VEHICLE RENTALS	10,000.00	10,000.00	1,712.28	898.16	7,389.56	26.10
2-1200-431-00-124-007-0-672	PCT4 RD MAINT-EQUIP & VEH R&M SUPPLIES	.00	97,329.30	38,497.08	40,122.19	18,710.03	80.78
2-1200-431-00-124-007-0-679	PCT4 RD MAINT-OTHER R&M SUPPLIES	40,000.00	28,000.00	3,712.04	16,747.19	7,540.77	73.07
2-1200-431-00-125-030-0-442	CW ADM-EQUIP & VEHICLE RENTALS	1,039.59	1,039.59	.00	.00	1,039.59	.00
2-1200-431-00-260-001-0-442	R-O-W DEPT-EQUIP & VEHICLE RENTAL	.00	100.00	31.50	10.50	58.00	42.00
2-1200-431-00-260-001-0-672	R-O-W DEPT-EQ&VEH R&M SUPPLIES	.00	520.99	20.99	.00	500.00	4.03
1200 ROAD AND BRIDGE		**267,234.98**	**495,863.33**	**96,261.07**	**218,116.97**	**181,485.29**	**63.40**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
2-1222-412-00-080-006-0-672	DA BAD CK-EQ&VEH R&M SUPPLIES	1,000.00	1,000.00	.00	77.69	922.31	7.77
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**1,000.00**	**1,000.00**	**.00**	**77.69**	**922.31**	**7.77**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1228 SHERIFF EQUITABLE SHARING-U.S. TREASURY							
2-1228-421-00-280-006-0-672	SHRF FED SHARING-EQ&VEH R&M SUPPLIES	.00	5,000.00	.00	.00	5,000.00	.00
1228 SHERIFF EQUITABLE SHARING-U.S. TREASURY		**.00**	**5,000.00**	**.00**	**.00**	**5,000.00**	**.00**
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER							
2-1237-415-40-180-003-0-442	CC REC MGMT-EQUIP & VEHICLE RENTALS	1,000.00	1,000.00	.00	.00	1,000.00	.00
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
1242 JUSTICE COURT TECHNOLOGY							
2-1242-412-00-060-001-0-672	JUSTICE CRT TECH-EQ&VEH R&M SUPPLIES	.00	1,401.99	.00	1,401.99	.00	100.00
1242 JUSTICE COURT TECHNOLOGY		**.00**	**1,401.99**	**.00**	**1,401.99**	**.00**	**100.00**
1246 T.A.C. SPECIAL VEHICLE INVENTORY							
2-1246-415-15-140-003-0-442	TAX OFF-EQUIP & VEHICLE RENTALS	2,000.00	2,000.00	.00	.00	2,000.00	.00
1246 T.A.C. SPECIAL VEHICLE INVENTORY		**2,000.00**	**2,000.00**	**.00**	**.00**	**2,000.00**	**.00**
1247 LAW LIBRARY							
2-1247-412-50-100-001-0-442	LAW LIBRARY-EQUIP & VEHICLE RENTALS	2,000.00	2,000.00	22.50	7.50	1,970.00	1.50
2-1247-412-50-100-001-0-679	LAW LIBRARY-OTHER R&M SUPPLIES	500.00	500.00	.00	.00	500.00	.00
1247 LAW LIBRARY		**2,500.00**	**2,500.00**	**22.50**	**7.50**	**2,470.00**	**1.20**
1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST							
2-1254-412-00-270-014-0-442	HIDTA US JUSTICE-EQUIP & VEHICLE RENTALS	7,000.00	7,015.00	131.50	7.50	6,876.00	1.98
2-1254-412-00-270-014-0-672	HIDTA US JUSTICE-EQ&VEH R&M SUPPLIES	2,000.00	2,000.00	.00	580.56	1,419.44	29.03
2-1254-412-00-270-014-0-679	HIDTA US JUSTICE-OTHER R&M SUPPLIES	200.00	200.00	.00	.00	200.00	.00
1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST		**9,200.00**	**9,215.00**	**131.50**	**588.06**	**8,495.44**	**7.81**
1283 DESIGNATED PURPOSE GRANTS LVL 3							
2-1283-429-10-300-027-2-672	HS SHSP-LEAP-EQ&VEH R&M SUPPLIES	.00	.50	.00	.00	.50	.00
1283 DESIGNATED PURPOSE GRANTS LVL 3		**.00**	**.50**	**.00**	**.00**	**.50**	**.00**
1284 DESIGNATED PURPOSE GRANTS LVL 4							
2-1284-421-00-280-037-2-442	OCDETF-EQUIP & VEHICLE RENTALS	.00	6,425.00	3,000.00	750.00	2,675.00	58.37
2-1284-421-00-280-047-2-672	OPERATION STONEGARDEN-EQ&VEH R&M SUPPLIE	.00	332.28	.00	.00	332.28	.00
2-1284-421-00-280-048-2-672	STONEGARDEN (DONNA)-EQ&VEH R&M SUPPLIES	.00	2,110.00	.00	.00	2,110.00	.00
2-1284-421-00-280-049-2-672	STONEGARDEN (HIDALGO)-EQ&VEH R&M SUPPLIE	.00	1,600.00	.00	.00	1,600.00	.00
2-1284-421-00-280-070-2-672	STONEGARDEN (ALAMO)-EQ&VEH R&M SUPPLIES	.00	317.05	.00	.00	317.05	.00
2-1284-421-00-280-080-1-672	TX RANGERS-LBSP-EQ&VEH R&M SUPPLIES	.00	4,800.00	.00	4,730.00	70.00	98.54
1284 DESIGNATED PURPOSE GRANTS LVL 4		**.00**	**15,584.33**	**3,000.00**	**5,480.00**	**7,104.33**	**54.41**
1291 HIDTA							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1291 HIDTA							
2-1291-412-00-270-003-1-442	HIDTA TASK FORCE-EQUIP & VEHICLE RENTALS	.00	20,875.59	9,625.59	2,250.00	9,000.00	56.89
1291 HIDTA		**.00**	**20,875.59**	**9,625.59**	**2,250.00**	**9,000.00**	**56.89**
1292 WIC							
2-1292-441-00-350-001-2-442	WIC ADM-EQUIP & VEHICLE RENTALS	.00	9,372.40	1,528.50	335.50	7,508.40	19.89
2-1292-441-00-350-001-2-672	WIC ADM-EQ&VEH R&M SUPPLIES	.00	4,826.00	564.37	586.61	3,675.02	23.85
2-1292-441-00-350-001-2-679	WIC ADM-OTHER R&M SUPPLIES	.00	4,619.05	556.93	942.23	3,119.89	32.46
1292 WIC		**.00**	**18,817.45**	**2,649.80**	**1,864.34**	**14,303.31**	**23.99**
1293 HEALTH DEPARTMENT							
2-1293-441-00-340-008-2-672	T.B. CONTROL-EQ&VEH R&M SUPPLIES	.00	14.61	.00	.00	14.61	.00
2-1293-441-00-340-012-2-672	IMM DIV LOCAL-EQ&VEH R&M SUPPLIES	.00	215.00	.00	.00	215.00	.00
2-1293-441-10-340-013-2-672	CPH BIO PREP-EQ&VEH R&M SUPPLIES	.00	215.00	.00	.00	215.00	.00
1293 HEALTH DEPARTMENT		**.00**	**444.61**	**.00**	**.00**	**444.61**	**.00**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
2-1295-423-00-330-028-0-442	WESL B/C-EQUIP & VEHICLE RENTALS	500.00	500.00	300.00	.00	200.00	60.00
2-1295-423-00-330-028-0-672	WESL B/C-EQ&VEH R&M SUPPLIES	5,000.00	5,000.00	1,414.83	.00	3,585.17	28.30
2-1295-423-00-330-028-0-679	WESL B/C-OTHER R&M SUPPLIES	5,000.00	5,000.00	524.85	.00	4,475.15	10.50
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**10,500.00**	**10,500.00**	**2,239.68**	**.00**	**8,260.32**	**21.33**
1297 ADULT PROBATION							
2-1297-423-00-320-002-2-442	BASIC SUPERVISION-EQUIP &VEHICLE RENTALS	.00	300.00	.00	180.00	120.00	60.00
2-1297-423-00-320-002-2-672	BASIC SUPERVISION-EQ&VEH R&M SUPPLIES	.00	1,000.00	.00	.00	1,000.00	.00
2-1297-423-00-320-020-2-442	SATF-EQUIP & VEHICLE RENTALS	.00	180.00	180.00	.00	.00	100.00
2-1297-423-00-320-020-2-672	SATF-EQUIP & VEHICLE R&M SUPPL	.00	900.00	448.56	305.07	146.37	83.74
2-1297-423-00-320-020-2-679	SATF-OTHER R&M SUPPLIES	.00	1,200.00	.00	.00	1,200.00	.00
1297 ADULT PROBATION		**.00**	**3,580.00**	**628.56**	**485.07**	**2,466.37**	**31.11**
2201 SELF-FUNDED HEALTH BENEFITS							
2-2201-415-00-115-009-0-442	DBM-HEALTH INS ADM-EQUIP & VEH RENTALS	2,400.40	2,500.80	100.40	.00	2,400.40	4.01
2201 SELF-FUNDED HEALTH BENEFITS		**2,400.40**	**2,500.80**	**100.40**	**.00**	**2,400.40**	**4.01**
2202 SELF-FUNDED WORKERS' COMP							
2-2202-419-50-115-065-0-442	DBM-W/C DIV-EQUIP & VEHICLE RENTALS	6,158.62	6,314.74	1,369.37	687.61	4,257.76	32.57
2-2202-419-50-115-065-0-672	DBM-W/C DIV-EQ&VEH R&M SUPPLIES	700.00	700.00	.00	.00	700.00	.00
2202 SELF-FUNDED WORKERS' COMP		**6,858.62**	**7,014.74**	**1,369.37**	**687.61**	**4,957.76**	**29.32**
2 YEAR 2		**1,146,132.34**	**1,459,513.65**	**346,510.15**	**423,200.92**	**689,802.58**	**52.74**

AI-31871 **10. G.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment on invoice No. 12033 in the amount of $12,605.25 submitted by Javier Hinojosa Engineering, contracted project engineer for "Bridge Improvements-Mile 2 North between Abram Rd. and FM 492".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-123-005-0-732

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

BUDGETARY IMPACT:

Available funds in P.O. #614949 as of 4/12/12 are $25,210.50.

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/12/2012 03:35 PM
Budget & Management	Merlen P. Munoz	04/12/2012 03:36 PM
Perla Lopez	Perla Lopez	04/12/2012 03:59 PM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Rocio Villarreal Started On: 04/11/2012 04:48 PM

Final Approval Date: 04/17/2012

SIGN: Com. M. Flores
REQ# 145659
PO# 614949

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 12033

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: April 10, 2012

Project Name:
Bridge Improvements
(Mile 2 North between Abram Road and FM 492)

Description

Engineering services rendered for completion of the Preliminary Phase and completion of the Design Phase for the Bridge Improvements on Mile 2 North located between Abram Road and FM 192.

P.O.#614949
CONTRACT AMT.: $50,421.00

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$12,605.25	100%	$12,605.25	$12,605.25	$0.00	$0.00
Design						
Phase 50%	$25,210.50	100%	$25,210.50	$12,605.25	$12,605.25	$0.00
Construction						
Phase 25%	$12,605.25	0%	$0.00	$0.00	$0.00	$12,605.25
TOTAL	**$50,421.00**	**75%**	**$37,815.75**	**$25,210.50**	**$12,605.25**	**$12,605.25**

TOTAL AMOUNT DUE THIS INVOICE: $12,605.25

Submitted By: Javier Hinojosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY
JDW ON 4/10/12
GOODS/SERVICES RECEIVED BY
Com Flores ON 4/10/12

2-1200-431-00-123-005-D-732

AI-31869 **10. H.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Human Resources Department:
Requesting authority to execute an automatic renewal of Professional Services Agreement for 12 months with IDOCKET.COM, LLC through Purchase Order #671650 in the amount of $300.00/month, effective 1/1/12 - 12/31/12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-50-190-001-0-336

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

BUDGETARY IMPACT:

Funds available as of 04/13/12, refer to P.O. 671650.

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-50-190-002-0-336

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

BUDGETARY IMPACT:

Funds available as of 04/13/12, refer to P.O. 671650.

Attachments

Purchase Order #671650

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/12/2012 03:33 PM
Budget & Management	Merlen P. Munoz	04/12/2012 03:35 PM
Sylvia Solis	Sylvia Solis	04/13/2012 03:49 PM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Blanca Mayorga Started On: 04/11/2012 04:38 PM

Final Approval Date: 04/17/2012

Requisition

Req # 00211733

PO # 671650

Date: 02/22/12

Consent # 31679 4/24/12

Bill To: x
x

Vendor : 265152
IDOCKET.COM, LLC
1616 S. KENTUCKY, STE. 100
AMARILLO TX 79102
FAX (806)351-2329

Ship To: HUMAN RESOURCES/CIVIL SERVICE
1615 SOUTH CLOSNER, STE F
EDINBURG TX 78539

Contact: Nereida garza
956-318-2660

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12.00		OM 12 month access service data maintenance agreement (January thru December 2012	300.00	3,600.00
		Account No	Encumbrance	
		2-1100-415-50-190-001-0-336	1,800.00	
		2-1100-415-50-190-002-0-336	1,800.00	
			Freight	.00
			Total	3,600.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req 188209

iDocket.com, LLC - Professional Services Agreement

Project Description

The purpose of this contract is to provide the County of Hidalgo a license to utilize the Sapphire Human Resource (HR) software package from iDocket.com assisting the county in providing efficient HR services county-wide.

The Human Resource Software (Sapphire) will allow the HR Department office to securely and confidentially administrate employee records/files and associated documents. The software will assist in the management of department slots and vacancies as well as run key and essential reports.

Parties

This agreement is between iDocket.com, LLC, hereinafter referred to as "iDocket," a Texas Limited Liability Company, whose offices are located at 1616 S. Kentucky, Bldg D Ste 100, Amarillo, TX 79102; and the County of Hidalgo Texas, Ramon Garcia, County Judge and Esther Cortez, Human Resource Director, in their official capacities only. Offices located at 1615 South Closner, Ste. F, Edinburg, TX 78539

Term

This agreement shall commence upon signature of both parties and shall remain in full force and effect for a period of one (1) year. This agreement will automatically renew annually unless either party notifies the other with at least 30 days notice of its intent to not renew this agreement.

Services and Products provided by iDocket

Software: iDocket agrees to provide software (Sapphire) for the administration and management of Human Resource records.

Software Maintenance and Upgrades: iDocket shall provide maintenance for the software provided under this agreement stipulated under the **Costs** section contained herein. Software Maintenance also includes any software updates made to the software. County agrees to allow iDocket to maintain the current release of software to ensure the latest enhancements and a uniform level of software for support. iDocket will coordinate and be responsible for the implementation of software upgrades.

Quality of Services

The software as provided by iDocket, is designed for maximum uptime and stability. There may be times, however, when the system becomes unusable for a short period of time. In the event of a system problem, the County is responsible for contacting iDocket support with all relevant information to the problem. The iDocket technical support will respond to problems in a timely manner, and will make a good faith effort to repair the problems as quickly as possible.

Costs

Software: Software license fees and all related services for the software are provided to the County of Hidalgo, Human Resource Department for a price of three-hundred dollars ($300.00) per month.

Use of Work Product

Except as specifically set forth in writing and signed by both iDocket and the County, iDocket shall retain all copyright and patent rights with respect to programs developed under this agreement.

Confidential Information

iDocket shall hold in trust for County, and shall not disclose to any nonparty to the Agreement, any confidential information of the County. Confidential information is information that relates to County's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer design and programming.

iDocket hereby acknowledges that during the performance of this contract, iDocket may learn or receive confidential County information and therefore iDocket hereby confirms that all such information relating to the County's business will be kept confidential by iDocket, except to the extent that such information is required to be divulged to the iDocket clerical or support staff or associates in order to enable iDocket to perform contractual obligations. Acceptance of this Agreement in no way limits or restricts the scope of services iDocket is able to perform outside this Agreement.

Termination of Agreement

Either party may terminate this agreement with written notice to the address stated herein in the event that either party fails to perform its obligations as stated within the above **Quality of Services** Provision. No such notice of termination shall be given, however, unless the party in default has been given prior written notice of its default and has failed to cure said default within ninety (90) days of notice.

The County can terminate this agreement by giving notice with at least thirty days prior notice to the anniversary of the agreement to not renew this agreement for another annual term. Upon termination of this agreement, 1) the County agrees to not use the software; and 2) iDocket agrees to provide the County with any digital records or information in its possession.

Disputes

Any disputes between the parties related to this Contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation cost equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

Limited Warranty

iDocket warrants to the County that the material, analysis, data, programs, and services to be delivered or rendered under this agreement will be of the kind and quality designated and will be performed by qualified personnel. **iDocket makes no other warranties whether written, oral or implied, including without limitation warranty or fitness for purpose of merchantability.** In no event shall iDocket be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to iDocket in advance or could have been reasonably foreseen by iDocket.

Applicable Law

iDocket shall comply with all applicable laws in performing Services stipulated in the agreement, but shall be held harmless for violations of any government procurement regulation to which it may be subject but to which reference is not made. This Agreement shall be construed in accordance with the laws of the State of Texas.

Complete Agreement

This agreement embodies the entire understanding of the parties in relation to the design, development, implementation, support, and maintenance of a case management system.

Assignment

Either party may not assign this Agreement without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Notices

Notices to iDocket shall be sent to:
Armando Balderrama, CEO
iDocket.com, LLC
P.O. Box 31023
Amarillo, TX 79120.

Notices to the County shall be sent to:
Esther Cortez
Dir, Human Resources, Hidalgo County
1615 South Closner, Ste. F
Edinburg, TX 78539

In witness whereof, the parties have signed this agreement.

County of Hidalgo

Hon. Ramon Garcia
County Judge

Date

for Renslar R. Keagle, President

Armando Balderrama
CEO, iDocket.com, LLC

Date

Approved by Commissioners' Court
on 2/8/2011

AI-31868 **10. I.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the County's option to renew the first (1st year) of the two (2)-one (1) year extension(s) as provided in the current Contract #C-11-009-04-26-Bulk Gasoline-On-Off Highway Diesel Fuel Products" with Arguindegui Oil Company, under the same rates, terms and conditions with effective date of May 1, 2012 and ending date of April 30, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: obj. 626 co. wide

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

BUDGETARY IMPACT:

This is a countywide contract used by various depts. Funding source is obj. 626 "Gasoline/Diesel". Please refer to attached expense report as of 4-13-12 for funding availability.

Attachments

Extension and Contract

Obj. 626 Exp. Report as of 4-13-12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/12/2012 03:30 PM
Budget & Management	Merlen P. Munoz	04/12/2012 03:32 PM
Ivan Cantu	Ivan Cantu	04/13/2012 09:56 AM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Vangie Garcia Started On: 04/11/2012 04:34 PM

Final Approval Date: 04/17/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 8, 2012

Arguindegui Oil Company
Attn: Lindsay Clark
4506 Hwy. 359
Laredo, Texas 78043

Via Email: lindsay.clark@argpetro.com

Re: Extension Of Service Contract No: C-11-009-04-26
"Bulk Gasoline-On-Off Highway Diesel Fuel Products"

Dear Mr. Clark:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend a one (1) year of the two (2)-one (1) year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, March 27, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Tuesday, March 13, 2012 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: 3/9/12

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-009-04-26

THIS CONTRACT is made and entered into this **26th day of April, 2011** by and between the County of Hidalgo, Texas ("County"), and **Arguindegui Oil Co. II Ltd., a Limited Company** (**Company**").

WHEREAS, Company responded to request for bids for "**Gasoline-On-Off-Highway Diesel Fuel" (**the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 8, 2012

Arguindegui Oil Company
Attn: Lindsay Clark
4506 Hwy. 359
Laredo, Texas 78043

Via Email: lindsay.clark@argpetro.com

Re: Extension Of Service Contract No: C-11-009-04-26
"Bulk Gasoline-On-Off Highway Diesel Fuel Products"

Dear Mr. Clark:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend a one (1) year of the two (2)-one (1) year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

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Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **May 1, 2011** and ending **April 30, 2012** and may be extended at the sole discretion of County for an additional two (2)-one (1) year period at the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company **Arguindegui Oil Co. II LTD.**
4506 Hwy. 359
Laredo, Texas 78043

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated with or without cause by County with thirty day's written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this____ day of_____, 2011.

COUNTY OF HIDALGO

ATTEST: Arturo Guajardo Jr.

By: _____
Ramon Garcia, County Judge

Arturo Guajardo, Jr. County Clerk

Approved by Commissioners' Court
on 4/26/11 RD

COMPANY: ARLINGTON OIL CO.

By: _____

Printed Name: LINDSAY CLARK

Title: SALES MANAGER

Approved by Commissioners Court on: **April 26, 2011**

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

RFB PACKET

RESPONSIBLE BIDDER:

Any above and underground storage tank upon placement throughout the County will be required by awarded vendor to register such tanks as per the Texas Administrative Code, Title 30 Environmental Quality, Part I Texas Commission on Environmental Quality (TCEQ), Chapter 334. Copies of registration forms to be forwarded to the attention of: Roy Quintanilha, Hidalgo County Safety Director, via email: roy.quintanilha@co.hidalgo.tx.us and or faxed to (956) 318-2658.

Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

The business must be a well established organization and have any adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

Successful bidder shall provide a Countywide, major brand fleet fuel monitoring system and dispensing system and electronic capture and report of transactions, card fuel access control security system.

Successful bidder must be able to have 24 hour facility and personnel, emergency disaster fuel availability.

Successful bidder must provide the replacement cards as necessary at no additional cost to the County.

Successful bidder will also establish base-pricing information on a weekly basis. Base pricing information shall consist of a PAD report pricing, plus differential equaling total price.

Awarded vendor will maintain an emergency disaster fuel program available for Hidalgo County fuel locations. Emergencies may include power outages, riots, civil disobedience, etc., and disasters will be acts of God such as hurricanes, floods tornadoes, etc., 24 hour facilities and personnel, and emergency disaster fuel availability in Hidalgo County.

Fuel card tracking must include:

Vehicle number
Date and Time of fueling
Identification of fueling station
Identification of mileage of vehicle fueled
Type and price per gallon of fuel
Total volume and dollar amount of fuel and vehicle miles per gallon
Electronic transaction file must match hard copy

TERM OF THE CONTRACT:

HIDALGO COUNTY is requesting bids for **"GASOLINE, AND DIESEL FUEL (ALL GRADES)"** for a one (1) year term with the County's option to extend the contract for an additional two (2) one (1) year terms.

Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.

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.

If termination of contract is necessary, the successful bidder will not add any termination penalties to said contract.

COMPLIANCE WITH SPECIFICATIONS & HIDALGO COUNTY'S RIGHT OF SELECTION:
All bidder(s) shall abide by & comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

Bidders will be required to comply with all applicable equal employment opportunity laws and regulations.

EVALUATION OF BIDS:
All bids shall be evaluated on all factors involved, i.e., price, quality, and service, etc., whichever is in the best interest of the County.

No cash advance discount will be considered.

DEVIATIONS FROM SPECIFICATIONS:
All deviations from the specifications must be noted in writing , in detail by bidder at the time of submittal of the bid. Deviations will be submitted to Commissioner's Court for discussion.

"OR EQUAL" INTERPRETATION CLAUSE:
Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bid, the bidder shall indicate clearly the product on which bidding, and shall supply sufficient date on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

No substitutions will be accepted after item(s) have been awarded as specified.

REPRESENTATIONS:
The vendor represents that the items/and or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part of or all of the items and/or services fail to meet the expectations of

HIDALGO COUNTY, HIDALGO COUNTY may on a ten (10) day notice, terminate this agreement and be relieved of any further obligation to vendor.

ERRORS IN BIDS, RELIEF OF BIDS:

Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids, failure to do so will be at the bidder's own risk and bidder cannot secure relief of the plea or error. Neither law nor regulation makes the allowance for errors or omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

PRODUCT QUALITY:

Detailed explanation of warranties must be provided with bid.

For purpose of this specification, contamination is defined as any element which enters pure refined gasoline and diesel fuel either naturally or by purposeful action which is not a product of refined crude oil. With the exception of winter additives, detergents, and identifying dyes, any amount of alcohol is considered contamination and will not be allowed. Suspected contaminated fuel will be sent to a Laboratory for testing. Should laboratory test results show fuel contains any level of alcohol or other contaminants, the vendor shall be responsible for the removal of contaminated fuel from HIDALGO COUNTY property within three (3) working days after requested to do so. The vendor shall also be responsible for all cleanup required to all HIDALGO COUNTY property, storage facilities, vehicles and equipment as a result of non-compliance with specifications. Furthermore, the vendor shall be fully responsible for any and all cost incurred by HIDALGO COUNTY for any vehicles or equipment sustaining damage which is attributed to contaminated fuel(s) which the vendor has delivered.

BID AWARD:

HIDALGO COUNTY will award bid to the bidder with the lowest margin of profit. A "Primary" and "Secondary" vendor will be awarded for purchases from this contract through the effective period of this award. In situations when the "Primary" vendor does not comply with the specifications, requirements, terms, conditions, obligations, including delivery all contained within this bid packet, departments will purchase from the "Secondary" vendor. For evaluation & consideration of items bid, samples may be requested.

DELIVERY INSTRUCTIONS:

Delivery hours are from 8:00 A.M. through 12:00 P.M., and 1:00 P.M. through 4:00 P.M. Monday through Friday (Saturdays if Necessary).

Bidder shall deliver the requested amount of fuel within 24 hour of a properly executed purchase order. Partial orders will be considered as a basis of non-compliance.

BILLING AND PAYMENT INSTRUCTIONS:

Invoice must include:

A) Marked- "HIDALGO COUNTY- GASOLINE AND DIESEL FUEL (ALL GRADES)"

B) Copy of signed delivery ticket

County makes payments monthly upon request of a properly executed invoice & documentation from the co-signee.

Contact person for Billing & Payment questions: **Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, Physical 2802 S. Business Highway 281, Postal/Mailing 2812 S. Business Highway 281, Edinburg, Texas 78539, TEL: (956) 318-2626**

ADDITIONAL REQUIREMENTS

Hidalgo County is additionally requesting loaner tanks by vendor be constructed of steel.
Filtering system for loaner tanks will be the responsibility of the awarded vendor. Sampling of the fuel must be conducted by awarded vendor along with County authorized personal to witness sampling of bulk fuel for every delivery to all County locations requiring bulk fueling. If fuel is found to be contaminated, replacement of fuel will be required to be delivered within 24 hours of findings and retested for satisfactory fuel.

Awarded vendor shall have available delivery trucks for the specified fuel requested only which fuel will be delivered to Hidalgo County.

Compliance with all specifications is required. Detailed specifications are included.

Bidder shall also be available to provide **HIDALGO COUNTY** with **fuel tank(s), pumps and dikes as needed and/or required/requested by County Departments**. Tanks, pumps and/or installation of tanks, pumps and dikes will be **at no additional charge** to Hidalgo County.

Spill Containment/Dike area: Vendor is responsible for providing a spill containment/dike area for any new tank requested by Hidalgo County to be in compliance with OSHA under the OSHA Standards for general industry '1910.106(b)(2)(vi)(c).

BULK FUEL-shall be delivered within 24 hours of the County's request/order to County's existing tanks including but not limited to;

DESIGNATED DEPARTMENT/ ADDRESS	NO. OF TANKS EACH	№ OF PUMPS
Hidalgo County Adult Detention Center (Motor Pool) 713 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 X-6185	One (1) 20,000 Gallon Gasoline Tank One (1) 4,000 Gallon Diesel Tank	
Hidalgo County Precinct no. 1 **Admn**-1902 Joe Stephens- Weslaco, Texas **Shop**-Sunrise Hill Park located on Mile 11 N. & 1 ½ miles W from FM 1015, Weslaco Texas Phone No. 956/968-8733	One (1) 1000 Gallon Gasoline Tank One (1) 2000 Gallon Diesel Tank One (1) 2000 Gallon Dyed Diesel Tank	
Hidalgo County Precinct No. 2 301 East State Street Billing Address: 300 West Hall Acres Suite G, Pharr, Texas Phone No. 956/787/1891	One (1) 1000 Gallon Gasoline Tank One (1) 1000 Gallon Diesel Tank One (1) 3000 Gallon Diesel	1

Hidalgo County Precinct No. 3- Shop **Shop**-724 N. Breyfogle Rd.- Mission, Texas **Motor Pool**- 7 Mile Line & Iowa Rd Phone No. 956/585-4509	One (1) 1,000 Gallon Diesel Tank (Landfill) One (1) 200 Gallon Diesel(Anzaldua Park) One (1) 6000 Gallon Gasoline Tank One (1) 2000 Gallon White Diesel One (1) 2000 Gallon Red Diesel	
Hidalgo County Precinct No. 4- Adm./ Shop 1102 N. Doolittle Road- Edinburg, Texas Phone No.: 956/383-3112	Two (2) 4000 Gallon Diesel Tank Two (2) 1000 Gallon Diesel	1 gasoline 2 Diesel
Old Hidalgo County Sheriff's Department 3100 S. Highway 281 -Edinburg, Texas 78539 Phone No.: (956) 318-2649	One (1) 15,000 Gallon Diesel Tank One (1) 150 Gallon Diesel	

Note: Any and all tanks will be honored by awarded vendor.

GENERATORS- Bidder shall also deliver the fuel ordered within 24 hours of the County's order to County's existing generators at the sites listed below:

DESIGNATED DEPARTMENT/ADDRESS	NO. OF GENERATORS EACH
Hidalgo County Adult Detention Center 701 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114	Two (2) 2,400 Gallon Diesel Fuel Tanks
Hidalgo County Sheriff's Office 711 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114	One (1) 1,000 Gallon Diesel Fuel Tank One (1) 150 Gallon Diesel Fuel Tank
Hidalgo County Sheriff's Office (Academy) 715 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114	One (1) 600 Gallon Diesel Fuel Tank
Hidalgo County Court House 100 E. Closner- Edinburg Texas Phone No. 956/318-2646	One (1) 250 Gallon Diesel Fuel Tank One (1) 25 to 50 Gallon Natural Gas
Administration Building 2802 S. Bus. Hwy 281-Edinburg. Texas Phone No. 956/318-2646	Two (2) 265 Gallon Diesel Fuel Tank
Juvenile Detention Center 1001 North Doolittle- Edinburg Texas Phone No. 956/381-8600	One (1) 300 Gallon Diesel Fuel Tank
Weslaco Boot Camp 1711 N. Bridge – Weslaco, Texas Phone No. 956/969-4908	One (1) 50 Gallon Diesel Fuel Tank
Health and Human Service 1304 S. 25th Street- Edinburg Texas Phone:956/383-6221	Two (2) 400 Gallon Diesel Fuel Tank

Note: Any and all new Generators will be honored.

In the event discounts are to be granted for rapid payment, bidder is encouraged to express any such discount in its bid.

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:

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.

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.

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.

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.

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:

Hidalgo County is requesting that any all and questions, inquiries, and clarifications regarding this bid be addressed to, Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, Physical:2802 S. Bus. Hwy. 281 Postal/Mailing: 2812 S. Bus. Hwy. 281, Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN,** Wednesday, **March 09, 2011**, 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, 5:00P.M.,Friday, **March 11, 2011**.

BULK GASOLINE ON-OFF HIGHWAY DIESEL FUEL PRODUCTS
BID COMPARISON BY PARTICIPATING VENDORS:

RFB № 2011-009-03-16-YZV

OPTION I-DELIVERY OF FUEL TO H.C. SITES (BULK FUEL):

ITEM:		VENDOR: ARGUINDEGUE OIL√
UNLEADED REGULAR GASOLINE		**UNIT PRICE**
OPIS PRICE		$2.4729
STATE TAX		.2000
MARGIN OF PROFIT:	Transport Delivery	.0661
	Bobtail Delivery	.1112
TOTAL PRICE PER GALLON	Transport Delivery	$2.7390
	Bobtail Delivery	$2.7841
UNLEADED MID-GRADE GASOLINE		**UNIT PRICE**
OPIS PRICE		$2.5397
STATE TAX		.2000
MARGIN OF PROFIT:	Transport Delivery	.0661
	Bobtail Delivery	.1112
TOTAL PRICE PER GALLON	Transport Delivery	$2.8058
	Bobtail Delivery	$2.8509
UNLEADED PREMIUM GASOLINE		**UNIT PRICE**
OPIS PRICE		$2.6775
STATE TAX		.2000
MARGIN OF PROFIT:	Transport Delivery	.0661
	Bobtail Delivery	.1112
TOTAL PRICE PER GALLON	Transport Delivery	$2.9436
	Bobtail Delivery	$2.9887

		VENDOR: ARGUINDEGUE OIL√
LOW SULFUR DIESEL		**UNIT PRICE**
OPIS PRICE		NO LONGER AVAILABLE
STATE TAX		
MARGIN OF PROFIT:	Transport Delivery	
	Bobtail Delivery	
TOTAL PRICE PER GALLON	Transport Delivery	
	Bobtail Delivery	
#2 ULTRA LOW SULFUR DIESEL		**UNIT PRICE**
OPIS PRICE		$2.5664
STATE TAX		.2000
MARGIN OF PROFIT:	Transport Delivery	.0661
	Bobtail Delivery	.1112
TOTAL PRICE PER GALLON	Transport Delivery	$2.8325
	Bobtail Delivery	$2.8776
#2 ULTRA LOW SULFUR DIESEL W/ENHANCED ADDITIVE		**UNIT PRICE**
OPIS PRICE		$2.5914
STATE TAX		.2000
MARGIN OF PROFIT:	Transport Delivery	.0661
	Bobtail Delivery	.1112
TOTAL PRICE PER GALLON	Transport Delivery	$2.8575
	Bobtail Delivery	$2.9026
#2 ULTRA SULFUR DYED DIESEL FUEL		**UNIT PRICE**
OPIS PRICE		$2.5637
STATE TAX		-0-
MARGIN OF PROFIT:	Transport Delivery	.0661
	Bobtail Delivery	.1112
TOTAL PRICE PER GALLON	Transport Delivery	$2.6298
	Bobtail Delivery	$2.6778

OPENED 9:43 3-16-2011 Witnessed

EXHIBIT "B"
HIDALGO COUNTY
"BULK GASOLINE ON-OFF HIDHWAY DIESEL FUEL PRODUCTS"
BID NO. 2011-009-03-16-YZV

BID PAGE

OPTION I- DELIVERY OF FUEL TO HIDALGO COUNTY SITES (BULK).

NOTE: THESE ARE THE MOST COMMON FUELS USED BY HIDALGO COUNTY

GASOLINE:

			UNIT PRICE
UNLEADED REGULAR GASOLINE	OPIS PRICE		2.4729
	STATE TAX		.3859
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery	.0661
		Bobtail Delivery	.1117
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY			$ 2.9249
TOTAL PRICE PER GALLON PER BOBTAIL DELIVERY			$ 2.9700

			UNIT PRICE
UNLEADED MID GRADE GASOLINE	OPIS PRICE		2.5397
	STATE TAX		.3859
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery	.0661
		Bobtail Delivery	.1112
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY			$ 2.9917
TOTAL PRICE PER GALLON FOR BOBTAIL DELIVRY			$ 3.0368

			UNIT PRICE
UNLEADED PREMIUM GASOLINE	OPIS PRICE		2.6775
	STATE TAX		.3859
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery	.0661
		Bobtail Delivery	.1117
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY			$ 3.1295
TOTAL PRICE PER GALLON FOR BOBTAIL DELIVERY			$ 3.1746

DIESEL:

			UNIT PRICE
LOW SULFUR DIESEL	OPIS PRICE		
	STATE TAX		N/A
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery	
		Bobtail Delivery	
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY			$
TOTAL PRICE PER GALLON PER BOBTAIL DELIVERY			$

			UNIT PRICE
#2 ULTRA LOW SULFUR DIESEL (Clear)	OPIS PRICE		2.5664
	STATE TAX		.4459
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery	.0661
		Bobtail Delivery	.1112
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY			$ 3.0784
TOTAL PRICE PER GALLON PER BOBTAIL DELIVERY			$ 3.1235

			UNIT PRICE
#2 ULTRA LOW SULFUR DIESEL WITH ENHANCED ADDITIVE	OPIS PRICE		2.5914
	STATE TAX		.4459
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery	.0661
		Bobtail Delivery	.1112
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY			$ 3.1034
TOTAL PRICE PER GALLON PER BOBTAIL DELIVERY			$ 3.1485

			UNIT PRICE
# 2 ULTRA SULFUR DYED DIESEL FUEL	OPIS PRICE		2.5637
	STATE TAX		.0029
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery	.0661
		Bobtail Delivery	.1112
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY			$ 2.6327
TOTAL PRICE PER GALLON PER BOBTAIL DELIVERY			$ 2.6778

MARGIN OF PROFIT: (PRICE IN DOLLARS AND CENTS)

EXHIBIT "B"
HIDALGO COUNTY
"BULK GASOLINE ON-OFF HIDHWAY DIESEL FUEL PRODUCTS"
BID NO. 2011-009-03-16-YZV
BID PAGE

OPTION II- VEDOR FUELING STATIONS.

OPENED 9:43 3-16-2011 Witnessed

********* Due to our association with GASCARD, (Voyager Network) we can not bid opis based prices. Our proposal is to offer daily retail posted pump price at any Voyager site. This includes all major branded and unbranded retail sites.*********

GASOLINE:

		UNIT PRICE
Unleaded Regular Gasoline	OPIS PRICE	
	STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		N/A

		UNIT PRICE
Unleaded Mid Grade Gasoline	OPIS PRICE	
	STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		N/A

		UNIT PRICE
Unleaded Premium Gasoline	OPIS PRICE	
	STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		N/A

DIESEL:

		UNIT PRICE
#2 Ultra Low Sulfur Diesel Fuel	OPIS PRICE STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		N/A

		UNIT PRICE
#2 Ultra Sulfur Dyed Diesel Fuel	OPIS PRICE	
	STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		N/A

1. **Please specify if you will provide Hidalgo County with 24 hour service (yes or no)** _____
2. **Please provide locations for fueling on a separate page (Store names, city and addresses) in Hidalgo County.**

NOTE: These are the most common fuels used by Hidalgo County.

BIDDER/COMPANY NAME: Arguindegui Oil Co. II Ltd.

ADDRESS: 4506 Hwy 359

CITY: Laredo STATE: TX ZIP CODE: 78043

PHONE №: 956 727 5251 FAX №: 956 727 7636

AUTHORIZED SIGNATURE: X

PRINTED NAME: Lindsay Clark

TITLE: Sales Rep.

EMAIL ADDRESS: lindsay.clark@argpetro.com

OPENED
9:43
3-16-2011
Witnessed

EXHIBIT "C" INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/21/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Kahn Insurance Agency, LLC P.O. Box 450550 Laredo TX 78045
CONTACT NAME:	Greg Kahn
PHONE (A/C, No, Ext):	(956) 231-0321
FAX (A/C, No):	(888) 650-1867
E-MAIL ADDRESS:	gregkahn@kahn-insurance.com
INSURED	Arguindegui Management Co, LLC Arguindegui Oil Co. II Ltd PO BOX 1524 Laredo TX 78042-

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Interstate Insurance Company	32620
INSURER B : Navigators Insurance Company	42307
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			EFD483014901	06/27/2011	06/27/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X MSC90 X CA9948			EFD483014901	06/27/2011	06/27/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			NY11EXC709377IV	06/27/2011	06/27/2012	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is an Additional Insured, and is granted Waiver of Subrogation, with respects to General Liability & Auto Liability both as required by written contract but limited to the operations of the Insured under said contract, and always subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Hidalgo County
Attn. Purchasing Dept
2812 S. Business Hwy 281
Edinburg TX 78539-

CANCELLATION

AI 000096

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

TCOR Insurance Management
396 N. Seguin Ave.
New Braunfels TX 78130

RECEIVED
MAY 04 2011
By

CONTACT NAME: Gail Johnson
PHONE (A/C, No, Ext): 361-597-2920 **FAX (A/C, No):** 361-358-7403
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : TEXAS MUT INS CO	22945
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Arguindegui Oil Co II Ltd
PO Box 1367
Laredo TX 78042

COVERAGES **CERTIFICATE NUMBER:** 591147520 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		TSF0001130384	5/1/2011	5/1/2012	X WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers Compensation contains Blanket waiver of subrogation endorsement as required by written contract.
USL&H coverage is provided.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
100 E. Cano 4th Floor
Administrtion Building
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
2-1100-413-00-110-006-0-626	CO JUDGE-GASOLINE/DIESEL	.00	2,000.00	1,801.15	198.85	.00	100.00
2-1100-413-00-125-001-0-626	EXECUTIVE OFFICE-GASOLINE/DIESEL	.00	5,750.00	2,125.05	2,374.95	1,250.00	78.26
2-1100-414-00-130-001-0-626	ELECTIONS DEPT-GASOLINE/DIESEL	5,000.00	5,000.00	3,160.60	839.40	1,000.00	80.00
2-1100-415-00-115-002-0-626	CO WIDE ADM-GASOLINE/DIESEL	740,717.24	.00	.00	.00	.00	.00
2-1100-415-14-115-001-0-626	DBM-BUDGET DIV-GASOLINE/DIESEL	3,750.00	.00	.00	.00	.00	.00
2-1100-415-15-140-001-0-626	TAX OFF-GASOLINE/DIESEL	4,500.00	4,500.00	97.56	202.44	4,200.00	6.67
2-1100-415-18-160-001-0-626	PURCHASING-GASOLINE/DIESEL	1,500.00	1,500.00	520.72	479.28	500.00	66.67
2-1100-415-40-180-001-0-626	CO CLERK-GASOLINE/DIESEL	3,000.00	3,000.00	381.17	68.83	2,550.00	15.00
2-1100-415-40-180-002-0-626	CO CLERK RECORD ARCHIVE-GASOLINE/DIESEL	1,500.00	1,500.00	.00	.00	1,500.00	.00
2-1100-419-10-210-001-0-626	PLANNING DEPT-GASOLINE/DIESEL	10,000.00	10,000.00	7,592.50	2,407.50	.00	100.00
2-1100-419-40-220-001-0-626	FACILITIES MGMT-GASOLINE/DIESEL	40,000.00	40,000.00	.00	9,261.28	30,738.72	23.15
2-1100-419-50-125-003-0-626	SAFETY-GASOLINE/DIESEL	20,690.00	20,690.00	13,142.13	2,857.87	4,690.00	77.33
2-1100-421-00-280-001-0-626	SHERIFF-GASOLINE/DIESEL	1,375,273.00	1,391,273.00	97,830.15	399,895.50	893,547.35	35.77
2-1100-421-00-291-001-0-626	CONSTABLE PCT.1-GASOLINE/DIESEL	38,000.00	38,000.00	17,177.33	3,177.67	17,645.00	53.57
2-1100-421-00-292-001-0-626	CONSTABLE PCT.2-GASOLINE/DIESEL	25,000.00	25,000.00	13,949.59	4,050.41	7,000.00	72.00
2-1100-421-00-293-001-0-626	CONSTABLE PCT.3-GASOLINE/DIESEL	75,000.00	50,000.00	1,959.71	6,040.29	42,000.00	16.00
2-1100-421-00-294-001-0-626	CONSTABLE PCT.4-GASOLINE/DIESEL	25,000.00	25,000.00	6,950.89	8,049.11	10,000.00	60.00
2-1100-421-00-295-001-0-626	CONSTABLE PCT.5-GASOLINE/DIESEL	16,275.00	16,275.00	2,020.38	979.62	13,275.00	18.43
2-1100-422-10-300-001-0-626	FIRE MARSHAL-GASOLINE/DIESEL	15,000.00	15,000.00	17.42	1,782.58	13,200.00	12.00
2-1100-423-00-320-034-0-626	ALT INCARCERATION PRG-GASOLINE/DIESEL	.00	12,000.00	9,982.65	2,017.35	.00	100.00
2-1100-423-21-280-002-0-626	JAIL-GASOLINE/DIESEL	30,000.00	30,000.00	9,500.00	2,218.49	18,281.51	39.06
2-1100-423-32-330-001-0-626	JUV DET HM-GASOLINE/DIESEL	2,000.00	2,000.00	1,926.07	73.93	.00	100.00
2-1100-429-00-110-075-0-626	EMERGENCY MGMT-GASOLINE/DIESEL	8,500.00	8,500.00	4,896.91	1,228.39	2,374.70	72.06
2-1100-432-00-121-001-0-626	PCT1 SANITATION-GASOLINE/DIESEL	85,000.00	85,000.00	38,378.53	21,621.47	25,000.00	70.59
2-1100-432-00-122-001-0-626	PCT2 SANITATION-GASOLINE/DIESEL	88,113.95	88,113.95	34,314.55	5,669.39	48,130.01	45.38
2-1100-432-00-123-001-0-626	PCT3 SANITATION-GASOLINE/DIESEL	180,000.00	180,000.00	18,371.56	34,088.73	127,539.71	29.14

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
2-1100-432-00-124-001-0-626	PCT4 SANITATION-GASOLINE/DIESEL	50,000.00	50,000.00	40,451.76	9,548.24	.00	100.00
2-1100-441-00-340-001-0-626	HEALTH ADM-GASOLINE/DIESEL	60,000.00	60,000.00	39,820.84	10,179.16	10,000.00	83.33
2-1100-452-00-121-013-0-626	PCT1 PARKS-GASOLINE/DIESEL	25,000.00	25,000.00	3,160.93	6,839.07	15,000.00	40.00
2-1100-452-00-122-008-0-626	PCT2 PARKS-GASOLINE/DIESEL	8,859.98	8,859.98	.00	.00	8,859.98	.00
2-1100-452-00-123-008-0-626	PCT3 PARKS-GASOLINE/DIESEL	10,000.00	10,000.00	2,301.33	698.67	7,000.00	30.00
2-1100-452-00-124-009-0-626	PCT4 PARKS-GASOLINE/DIESEL	15,000.00	15,000.00	4,671.08	10,328.92	.00	100.00
2-1100-461-00-380-001-0-626	TX AGRILIFE EXT-GASOLINE/DIESEL	5,000.00	5,000.00	4,257.92	242.08	500.00	90.00
1100 GENERAL FUND		**2,967,679.17**	**2,233,961.93**	**380,760.48**	**547,419.47**	**1,305,781.98**	**41.55**
1200 ROAD AND BRIDGE							
2-1200-431-00-121-005-0-626	PCT1 RD MAINT-GASOLINE/DIESEL	.00	259,400.00	1,596.67	57,803.33	200,000.00	22.90
2-1200-431-00-122-004-0-626	CW MECH SHOP-GASOLINE/DIESEL	4,615.82	4,615.82	.00	1,242.29	3,373.53	26.91
2-1200-431-00-122-005-0-626	PCT2 ADM-GASOLINE/DIESEL	52.39	52.39	.00	.00	52.39	.00
2-1200-431-00-122-006-0-626	PCT2 RD MAINT-GASOLINE/DIESEL	85,062.80	85,062.80	22,622.61	22,375.89	40,064.30	52.90
2-1200-431-00-123-005-0-626	PCT3 RD MAINT-GASOLINE/DIESEL	300,000.00	318,116.04	99,707.52	128,408.52	90,000.00	71.71
2-1200-431-00-124-007-0-626	PCT4 RD MAINT-GASOLINE/DIESEL	200,000.00	135,035.00	13,412.50	66,587.50	55,035.00	59.24
2-1200-431-00-260-001-0-626	R-O-W DEPT-GASOLINE/DIESEL	.00	2,500.00	1,920.14	579.86	.00	100.00
1200 ROAD AND BRIDGE		**589,731.01**	**804,782.05**	**139,259.44**	**276,997.39**	**388,525.22**	**51.72**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
2-1222-412-00-080-006-0-626	DA BAD CK-GASOLINE/DIESEL	11,101.13	11,101.13	5,252.43	1,747.57	4,101.13	63.06
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**11,101.13**	**11,101.13**	**5,252.43**	**1,747.57**	**4,101.13**	**63.06**
1246 T.A.C. SPECIAL VEHICLE INVENTORY							
2-1246-415-15-140-003-0-626	TAX OFF-GASOLINE/DIESEL	25,000.00	9,000.00	.00	.00	9,000.00	.00
1246 T.A.C. SPECIAL VEHICLE INVENTORY		**25,000.00**	**9,000.00**	**.00**	**.00**	**9,000.00**	**.00**
1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST							
2-1254-412-00-270-014-0-626	HIDTA US JUSTICE-GASOLINE/DIESEL	25,000.00	28,852.45	2,784.63	1,067.82	25,000.00	13.35
1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST		**25,000.00**	**28,852.45**	**2,784.63**	**1,067.82**	**25,000.00**	**13.35**
1281 DESIGNATED PURPOSE GRANTS LVL 1							
2-1281-412-00-080-012-2-626	CJD-BPI-GASOLINE/DIESEL	.00	3,000.00	.00	.00	3,000.00	.00
1281 DESIGNATED PURPOSE GRANTS LVL 1		**.00**	**3,000.00**	**.00**	**.00**	**3,000.00**	**.00**
1284 DESIGNATED PURPOSE GRANTS LVL 4							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1284 DESIGNATED PURPOSE GRANTS LVL 4							
2-1284-421-00-280-037-2-626	OCDETF-GASOLINE/DIESEL	.00	2,993.78	1,920.00	712.95	360.83	87.95
2-1284-421-00-280-048-2-626	STONEGARDEN (DONNA)-GASOLINE/DIESEL	.00	969.75	.00	.00	969.75	.00
2-1284-421-00-280-048-3-626	STONEGARDEN (DONNA)-GASOLINE/DIESEL	.00	3,772.50	.00	.00	3,772.50	.00
2-1284-421-00-293-015-2-626	CONST. PCT3-TOBACCO COMPL-GASOLINE/DIESE	.00	651.30	.00	.00	651.30	.00
2-1284-421-00-293-047-3-626	CONST. PCT.3-OPER STNGRD-GASOLINE/DIESEL	.00	4,919.34	.00	.00	4,919.34	.00
2-1284-421-00-294-047-3-626	CONST. PCT.4-OPER STNGRD-GASOLINE/DIESEL	.00	3,556.00	.00	.00	3,556.00	.00
1284 DESIGNATED PURPOSE GRANTS LVL 4		**.00**	**16,862.67**	**1,920.00**	**712.95**	**14,229.72**	**15.61**
1291 HIDTA							
2-1291-412-00-270-003-1-626	HIDTA TASK FORCE-GASOLINE/DIESEL	.00	10,000.00	5,377.53	4,464.42	158.05	98.42
1291 HIDTA		**.00**	**10,000.00**	**5,377.53**	**4,464.42**	**158.05**	**98.42**
1292 WIC							
2-1292-441-00-350-001-2-626	WIC ADM-GASOLINE/DIESEL	.00	30,000.00	4,380.95	8,119.05	17,500.00	41.67
1292 WIC		**.00**	**30,000.00**	**4,380.95**	**8,119.05**	**17,500.00**	**41.67**
1293 HEALTH DEPARTMENT							
2-1293-441-10-340-013-2-626	CPH BIO PREP-GASOLINE/DIESEL	.00	353.77	.00	.00	353.77	.00
1293 HEALTH DEPARTMENT		**.00**	**353.77**	**.00**	**.00**	**353.77**	**.00**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
2-1295-423-00-330-028-0-626	WESL B/C-GASOLINE/DIESEL	12,000.00	12,000.00	5,742.53	1,257.47	5,000.00	58.33
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**12,000.00**	**12,000.00**	**5,742.53**	**1,257.47**	**5,000.00**	**58.33**
1297 ADULT PROBATION							
2-1297-423-00-320-002-2-626	BASIC SUPERVISION-GASOLINE/DIESEL	.00	4,436.02	3,731.99	704.03	.00	100.00
2-1297-423-00-320-020-2-626	SATF-GASOLINE/DIESEL	.00	13,881.58	6,339.09	4,342.49	3,200.00	76.95
1297 ADULT PROBATION		**.00**	**18,317.60**	**10,071.08**	**5,046.52**	**3,200.00**	**82.53**
2202 SELF-FUNDED WORKERS' COMP							
2-2202-419-50-115-065-0-626	DBM-W/C DIV-GASOLINE/DIESEL	2,175.03	2,739.28	1,869.65	369.60	500.03	81.75
2202 SELF-FUNDED WORKERS' COMP		**2,175.03**	**2,739.28**	**1,869.65**	**369.60**	**500.03**	**81.75**
2 YEAR 2		**3,632,686.34**	**3,180,970.88**	**557,418.72**	**847,202.26**	**1,776,349.90**	**44.16**

AI-31867 **10. J.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to enter in an annual software agreement through our membership/participation with (GSA) General Services Administration awarded vendor DLT Solutions, Inc. Contract GS-35F-4543G for the Planning Department through the requisition #213073, effective 04/27/12 through 4/26/13;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-419-10-210-001-0-336

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

BUDGETARY IMPACT:

Requisition #213073

Attachments

Requisition #213073

Quote

Price Verification

Email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/12/2012 03:26 PM
Budget & Management	Merlen P. Munoz	04/12/2012 03:28 PM
Olga Garza	Olga Garza	04/12/2012 04:37 PM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Blanca Mayorga Started On: 04/11/2012 04:29 PM

Final Approval Date: 04/17/2012

Requisition

Req # 00213073

PO #

Date: 03/19/12

Consent # 31867 4/24/12

Bill To: x
x

Vendor : 272671

DLT SOLUTIONS, INC.
P.O. BOX 102549
ATLANTA GA 30368
FAX (703)709-8450

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: **Irma Castillo**
956-318-2840

Contract No:

Special Instructions:
Req. #31

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		As Per GS-35F-4543G Catalog Pricing and as per Quote #4163638 (Product Class #93921) DO NOT DUPLICATE ORDER		
3.00	EACH	DLT Part No. 9701-0125nr1-Three AutoCAD 2012 Subscription Renewal - 1 Year Contract: 340-26356533 Exp: April 27, 2012 to April 26, 2013. Subscription renewals with Technical Support (Raul Sesin, Jorge Garcia & Jose Tovar) (Product Class #93921)	427.52	1,282.56
3.00	EACH	DLT Part No. 9701-0433nr1-Three AutoCAD Civil 3D 2012 Subscription renewal-1Year Contract: 340-26356533 Exp 04/26/12 (Product Class # 93921)	945.29	2,835.87
		Account No	Encumbrance	
		2-1100-419-10-210-001-0-336	4,118.43	
			Freight	.00
			Total	4,118.43
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

DLT SOLUTIONS

Price Quotation

Quote: 4163638
Reference: 750685
Date: 03/28/2012
Expires: 04/26/2012

To: Ms. Irma Celia Castillo
Hidalgo County Planning Dept
1304 South 25th Avenue
Attn: Irma Castillo
Edinburg, TX 78539

Phone: (956) 318-2840
Fax: (956) 318-2844
Email: irma.castillo@hchd.org

From: Jessica McMillan
DLT Solutions
13861 Sunrise Valley Drive
Suite 400
Herndon, VA 20171

Phone: (703) 773-9246
Fax: (866) 708-6705
Email: jessica.mcmillan@dlt.com

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
1	9701-0125NR1 AutoCAD 2012 Subscription Renewal - 1 Year Contract: 340-26356533 Exp: 04/26/2012	GSA	3	$427.52	$1,282.56
2	9701-0433NR1 AutoCAD Civil 3D 2012 Subscription Renewal - 1 Year Contract: 340-26356533 Exp: 04/26/2012	GSA	3	$945.29	$2,835.87

Quoted on behalf of Expert Computing Solutions

Total: $4,118.43

Mandatory reactivation fees will apply if not renewed by the expiration date of Subscription contract

GSA Schedule Data:
Contract #: GS-35F-4543G
Contract Category: Schedule 70
Contract Term: 04/01/1997-5/31/2012
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
Ship Via: Fedex Ground/UPS

PLEASE REMIT PAYMENT TO:

ACH: DLT Solutions
SunTrust Bank
ABA # 061000104
Acct # 1000032705898

-OR-

Mail: DLT Solutions
PO Box 102549
Atlanta, GA 30368

Customer orders subject to applicable sales tax in: CA, CO, CT, DC, FL, GA, HI, IL, IN, KS, KY, LA, MA, MD, MI, MO, MS, NC, NM, NJ, NV, NY, OH, OK, PA, RI, SC, TN, TX, VA, WA, WI

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the DLT Sales Rep if further information is required.

DLT SOLUTIONS

Price Quotation

Quote: 4163638
Reference: 750685
Date: 03/28/2012
Expires: 04/26/2012

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

GSA Advantage!®

9701-0125NR1

No image available at this time

Mfr Part No.:	00100-000000-9880+2012-1
Manufacturer:	AUTODESK
Contract No.:	GS-35F-4543G (ends: May 31, 2012)
MAS Schedule/SIN:	70/132-33
Made In:	UNITED STATES OF AMERICA

- Desc

AutoCAD 2012 Subscription Renewal - 1 Year

COOP PURCH Cooperative Purchasing items

ARRA American Recovery and Reinvestment Act of 2009

$427.52 EA

sold and shipped by DLT SOLUTIONS

visit contractor's website

Compare Available Sources

Quantity: Add to Cart

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. ◈Indicates when volume discounts are offered.

Price/Unit	Contractor	Socio	Deliv Days	Min	FOB/Shipping
$427.52 EA	**DLT Solutions**	o	30 days shipped ARO	$50.00	D-CONUS,AK,PR,HI

GSA Advantage!®

9701-0433NR1

No image available at this time

Mfr Part No.:	23700-000000-9880+2012-1
Manufacturer:	AUTODESK
Contract No.:	GS-35F-4543G (ends: May 31, 2012)
MAS Schedule/SIN:	70/132-33
Made In:	UNITED STATES OF AMERICA

- Desc

AutoCAD Civil 3D 2012 Subscription Renewal - 1 Year

COOP PURCH Cooperative Purchasing items

ARRA American Recovery and Reinvestment Act of 2009

$945.29 EA

sold and shipped by DLT SOLUTIONS

visit contractor's website

Compare Available Sources

Quantity: Add to Cart

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. ◈Indicates when volume discounts are offered.

Price/Unit	Contractor	Socio	Deliv Days	Min	FOB/Shipping
$945.29 EA	**DLT Solutions**	o	30 days shipped ARO	$50.00	D-CONUS,AK,PR,HI

RE: DLT Solutions Price Quotation (Quote #: 4163638)

Blanca,

Thanks for your time. As mentioned, our 2013 GSA pricing is pending approval right now with Autodesk and we anticipate it being approved within 30 days or so. In order to include GSA on the quote I had to quote you the 2012 part numbers (the pricing is the same as 2013). Your subscription expires on 4/26/2012 and we anticipate the GSA 2013 part numbers being approved shortly. Thanks!

Veronica

From: Irma Castillo [mailto:irma.castillo@hchd.org]
Sent: Wednesday, April 11, 2012 5:02 PM
To: Veronica Hohenstein
Cc: blanca.mayorga@co.hidalgo.tx.us
Subject: Re: DLT Solutions Price Quotation (Quote #: 4163638)

Ms. Veronica, We got a hold of Blanca and she is heading back to her office to get a hold of you :)

Irma Celia Castillo, Admn. Ass't III
Hidalgo County Planning Dept.
1304 S. 25th St.
Edinburg, Texas 78542
(956)318-2840 office phone
(956)318-2844 fax
irma.castillo@hchd.org

-----Original Message-----
From: "Veronica Hohenstein" <veronica.hohenstein@dlt.com>
Sent 4/11/2012 3:37:46 PM
To: "Irma Castillo" <irma.castillo@hchd.org>, blanca.mayorga@co.hidalgo.tx.us
Cc: aphillips@ksaeng.com
Subject: RE: DLT Solutions Price Quotation (Quote #: 4163638)

Blanca,

I just called with no answer. Please let me know when you're free.

Thanks!

Veronica

From: Irma Castillo [mailto:irma.castillo@hchd.org]
Sent: Wednesday, April 11, 2012 4:23 PM
To: Veronica Hohenstein; blanca.mayorga@co.hidalgo.tx.us
Cc: aphillips@ksaeng.com
Subject: Re: DLT Solutions Price Quotation (Quote #: 4163638)

Ms. Veronica, Blanca Mayorga, from Hidalgo County Purchasing Dept., needs to speak w/you... Could you please e-mail her or call her. It is very important you get a hold of her because we need to place these license renewal on Comm. Court for their approval. Ms. Blanca's phone number is (956)318-2626 and her e-mail is blanca.mayorga@co.hidalgo.tx.us Really would appreciate it if you can get a hold of her. She says she's been trying to get a hold of you. Thanks :)

AI-31857 **10. K.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of payment for Invoice No. 2012916 in the amount of $1,714.97 (3rd Call, various projects) as submitted by project engineer TEDSI Infrastructure Group Consulting Engineers.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1312-431-00-121-804-0-334

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

BUDGETARY IMPACT:

Wes-Mer S/D

P.O.# 615985 for TEDSI Infrastructure Group, Inc.- Amount available as of 4-13-12 $720.46

FISCAL YEAR: 2012 ACCT. #: 2-1312-431-00-121-185-0-334

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

BUDGETARY IMPACT:

Colonia Whalen Road

P.O.# 615985 for TEDSI Infrastructure Group, Inc.-Amount available as of 4-13-12 $994.51

Attachments

Invoice No.2012916 TEDSI Infrastructure Group

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	04/11/2012 04:14 PM
Purchasing Department	Marty Salazar	04/12/2012 03:13 PM
Budget & Management	Merlen P. Munoz	04/12/2012 03:19 PM
Ivan Cantu	Ivan Cantu	04/13/2012 08:51 AM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Marcie Jackson Started On: 04/11/2012 03:34 PM

Final Approval Date: 04/17/2012

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Hidalgo County Border Colonia Access Program
Mrs. Marcie G. Jackson
301 E. State St
Pharr TX 78577

Invoice Date: March 21, 2012
TEDSI Invoice No.: 2012916
TEDSI Project No.: 2009-1027-01
Invoice Period: November 1, 2011 thru February 29, 2012

Hidalgo County Border Colonias Access Program Round III (HC BCAP III)

Purchase Order No. 615985
Agreement #C-CAP-08-028-10-28

REQ.# 147098 P.O.# 615985
2-1312-431-00-121-804-0-334→$720.46
WES MER SUBDIVISION

REQ.# 147098 P.O.# 615985
2-1312-431-00-121-185-0-334→$994.51
COLONIA WHALEN SUBDIVISION

Contract Amount	Contract Amount Remaining
$189,413.50	$11,243.01

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Preliminary Engineering (PER)	$40,236.08	0.00%	100%	$0.00	$40,236.08
Design Field Survey (DFS)	$45,000.00	0.00%	100%	$0.00	$45,000.00
Plans, Specs & Estimates (PSE)	$85,236.07	0.00%	99.61964%	$0.00	$84,911.87
Const. Mngt. (CM)	$18,941.35	9.0541%	42.35463%	$1,714.97	$8,022.54
Subtotal	$189,413.50			$1,714.97	$178,170.49

TOTAL FEE EARNED:	$178,170.49
LESS PREVIOUSLY INVOICED:	$176,455.52
TOTAL AMOUNT DUE THIS INVOICE:	**$1,714.97**

INVOICE RECEIVED BY: Marcie Jackson ON 4/10/12
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 4/10/12

Jose A. Sanchez, P.E.
Project Manager

PLEASE REMIT PAYMENT TO:

TEDSI Infrastructure Group, Inc.
10260 Westeimer, Suite 460
Houston, Texas 77042

TEDSI Infrastructure Group
Border Colonia Access Program - Round III

Work Authorization Number 1
Schedule of Values - November 1, 2011 thru February 29, 2012
TEDSI Invoice No. 2012916

CSJ	Colonia	Street Name	Engineering Fee	Preliminary Engineering & Design Phase 90%	Construction Engineering Construction Phase 10%	Total This Invoice	Previous Payment	Current Amount Earned	Percentage Complete	Engineering Fee Available Balance
3C1080855	Ash Country	Ceniza St	$ 10,430.01	$9,178.23	$0.00	$9,178.23	$ 9,178.23	$0.00	88.00%	$ 1,251.78
3C1080063	Balli Estates	Cynthia Ave	$ 42,960.23	$38,659.14	$0.00	$38,659.14	$ 38,659.14	$0.00	90.00%	$ 4,301.09
		E Balli								
		Minnie Ave								
		N Balli								
		W Balli								
		Sandra Ave								
		Thelma Ave								
3C1080148	Chapa North	North Road	$ 6,866.64	$6,180.31	$686.33	$6,866.64	$ 6,866.64	$0.00	100.00%	$ -
3C1080149	Chapa South	South Road	$ 6,074.64	$5,466.17	$608.47	$6,074.64	$ 6,074.64	$0.00	100.00%	$ -
3C1080185	Whalen- Engleman 2	Church Rd	$ 9,991.52	$8,997.01	$994.51	$9,991.52	$ 8,997.01	$994.51	100.00%	$ -
3C1080215	De Anda	Pedro St	$ 5,147.76	$4,519.80	$0.00	$4,519.80	$ 4,519.80	$0.00	87.80%	$ 627.96
		David St								
3C1080319	High Point	North Lane	$ 9,702.00	$8,732.66	$969.34	$9,702.00	$ 9,702.00	$0.00	100.00%	$ -
		South Lane								
3C1080387	La Mesa	Sierra Dr	$ 16,810.69	$15,135.59	$1,675.10	$16,810.69	$ 16,810.69	$0.00	100.00%	$ -
		Montana Dr								
		Mesquite Dr								
3C1080896	McKee 1	Waller Wagers	$ 9,837.08	$8,843.76	$993.32	$9,837.08	$ 9,837.08	$0.00	100.00%	$ -
3C1080461	Mid Valley Estates	Carol St	$ 18,801.76	$16,923.34	$0.00	$16,923.34	$ 16,923.34	$0.00	90.00%	$ 1,878.42
		Evelyn St								
		Lucille St								
		Alma St								
3C1080687	S Palm Garden Estates 1	Palm Parkway St	$ 4,704.16	$4,235.43	$468.73	$4,704.16	$ 4,704.16	$0.00	100.00%	$ -
		Kalanchoe St								
3C1080688	S Palm Garden Estates 2	Palm Parkway St	$ 3,891.04	$3,500.52	$390.52	$3,891.04	$ 3,891.04	$0.00	100.00%	$ -
		Jade St								
3C1080790	Village Grove 2	Clark St	$ 3,379.10	$3,041.15	$0.00	$3,041.15	$ 3,041.15	$0.00	90.00%	$ 337.95
3C1080804	Wes Mer	Jose E. Pulido St	$ 7,179.31	$6,458.85	$720.46	$7,179.31	$ 6,458.85	$720.46	100.00%	$ -
3C1080220	Delta West	Esperanza St	$ 28,466.19	$25,620.38	$0.00	$25,620.38	$ 25,620.38	$0.00	90.00%	$ 2,845.81
		Portillo St								
		Cenizo St								
		Janine St								
3C1080228	Diaz St	Diaz St	$ 5,171.37	$4,655.61	$515.76	$5,171.37	$ 5,171.37	$0.00	100.00%	$ -
			$ 189,413.50	$170,147.95	$ 8,022.54	$178,170.49	$ 176,455.52	$1,714.97		$ 11,243.01

Project Completion

Anticipated Completion Date: December 31, 2012
Extension: _____
Date Extension was approved in Court: _____

Project Engineer: TEDSI Infrastructure Group
Name (Print): Jose A. Sanchez

Signature: _____
Date: March 26, 2012

Colonia Access Program Director: _____
Date: _____

AI-31825 **10. L.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Cooperative Agreements:
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Departments, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Each purchase for each user would need to have funding in order to submit requisition for processing. No fiscal impact at this time.

Attachments

IdentiSys

Exhibit

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/12/2012 11:16 AM
Budget & Management	Merlen P. Munoz	04/12/2012 11:19 AM
Ivan Cantu	Ivan Cantu	04/12/2012 02:07 PM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Tanya Delira Started On: 04/10/2012 02:25 PM

Final Approval Date: 04/17/2012

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

[redacted] [redacted]

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Search by Vendor

Browse Vendor Discounts

Resources

Vendor Name:	IdentiSys, Inc.
Address:	1630 Big Thicket Drive Cedar Park, TX 78613
Phone Number:	(888) 437-9783
Alternate Phone Number	(512) 222-3512
Email:	alan_matthews@identisys.com
Federal ID:	41-1938567
Contact:	Alan Matthews
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Technology & Telecommunications Equipment, Software and Supplies
Contract#:	331-09
Effective Date:	11/01/2009
Expiration Date:	10/31/2012
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	331-09
Return Policy:	30 days, unopened goods, 15% restocking fee after 30 days.
Regulatory Notice:	**BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.** **Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.** **The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011 (h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.**

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2012 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department

"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
10/11/2011	Automated Logic	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/1/2011-5/31/2014
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
12/6/2011	Bill Bunton Auto Supply and Machine	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
12/6/2011	Burton	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
7/05/2011 10/14/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC HVAC Equipment, Supplies & Installation	375-11 384-11	6/01/2011-5/31/2014 10/1/2011-9/30/2014
11/8/2011	Casco Industries, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
4/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 05/31/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
11/01/2011	EKA	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	06/01/2011-05/31/2014
9/27/2011	Facility Solutions Group	Energy Saving Lighting Products	368-10	4/1/2011-3/31/2014
10/25/2011	Facility Solutions Group	Outdoor Street Lighting	382-11	9/1/2011-8/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
11/29/2011	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/6/2011	GCR Tire Centers	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014

12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
10/11/2011	Gaylord Bros. Inc.	Furniture-School, Office, Science, Library & Dormitory	337-10	4/1/2010 – 3/31/2013
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	7/01/2010 - 6/30/2013
9/20/2011	Grande Truck Center	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2011-11/30/2013
8/9/2011	Gulf Coast Paper Company	Custodial Supplies & Equipment	372-11	8/1/2011-7/31/2014
12/20/2011	Gulf Coast Paper Company	Office Supplies & Equipment	328-09	11/1/2009 – 10/31/2012
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	374-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
****04/24/2012****	**IdentiSys, Inc.**	**Technology & Telecommunications Equipment, Software & Supplies**	**31-09**	**11/01/2009-10/31/2012**
	Jean's Restaurant Supply	Food Services Equipment & Services	355-10	11/1/2010 - 10/31/2013
9/27/2011	John Deere	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/1/2011-5/31/2014
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
9/13/2011	Lumatec Lighting Service	Outdoor Street Lighting	382-11	9/1/2011 – 8/31/2014
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
9/6/2011 11/08/2011	Melhart Music Center Miller Uniforms & Emblems Inc.	Audio Visual Equipment & Supplies Public Safety & Fire House Supplies & Equipment	313-09 363-10	5/1/2009 – 4/30/2012 01/01/2011 – 03/31/2014
6//28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
10/04/2011	MSC Industrial Supply Co.	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	01/01/2010-05/31/2013
12/6/2011	O'Reilly Auto Parts	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
9/20/2011	Radio Communications	Radio Communication Products	364-10	4/1/2011-3/31/2014
9/20/2011	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	379-11	9/1/2011 - 8/31/2014
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	339-10	6/01/2010-5/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013

01/10/2012	Scott Equipment	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
12/6/2011	Southern Tire Mart	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
7/05/2011	School Health Corporation	First Aid Supplies and Equipment	374-11	6/01/2011-5/31/2014
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Fire & Security & Monitoring	325-09	10/1/2009-9/30/2012
9/20/2011	T&G ID Systems, Inc.	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
11/22/2011	The Playwell Group, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/01/2010-09/30/2013
7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
10/25/2011	Vermeer Texas-Louisiana, Inc.	Construction Equipment, Road & Bridge, Ditching, Trenching & Utility Equipment	345-10	10/1/2010-9/30/2013
5/17/2011	World Wide Imaging Supplies	Office Paper & Toner Products	369-11	05/1/2011 – 04/30/2014

TPSS-Term contracts P.O.s;

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-01/2012
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-1/31/2012
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-1/31/2012
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
8/2/2011	BDI Pharma, Inc.	Vaccines and Biologicals	269-A2	02/2012
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2012
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2012
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
11/08/2011	GT Distributors	Police Equipment & Accessories	680-A1	11/01/2011-10/31/2014
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2012
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
11/1/2011	MMS-Midwest Medical Supply	Hospital Sundries (Disposables) including syringes	475-A1	9/2011-5/2012
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-L1	11/2008-8/2012 11/2006-8/2012

	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-12/2099
11/8/2011	Precision Delta Corp.	Police Equipment & Accessories	680-A1	11/1/2011-10/31/2014
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-11/2012
10/25/2011	Prime Source Services	Hospital Sundries (Disposables), Including Syringes	475-A1	9/2011-5/2012
3/20/2012	Regimed Medical	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-2/29/2012 3/2010-2/2012
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24”x48” Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
9/6/2011	Texas Laundry Service	Laundry Equipment	500-M1	8/1/2011-7/31/2012
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2012

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 890	1/20/2013 1/20/2013
9/13/2011	AT&T Corp.	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
6/29/2010 7/05/2011	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc./Lenovo (US, Inc.)	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	673 1364 835	05/15/2012 5/5/2014 12/2012
8/9/2011	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1680	6/7/2015
9/6/2011	CDW Government, LLC	Networking Products & Services, Networking Equipment, Tele-Network Services & Network	1381	6/9/2014
11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	838 1369	12/31/2012 5/13/2014
10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014

	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	1/15/2012
10/4/2011	Carahsoft Technology Corporation	Software	621	1/8/2012
6/14/2011	CASO Document Management	Software	1429	7/7/11-7/7/14
5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/11-7/17/13
	Daptiv/CIMA	Software Supplies & Services	841	12/29/2012
	Dell Marketing LP	Software	890 1014	1/20/2013 6/1/2013
9/13/2011	Department of Information Resources	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
7/26/2011	Econet.com	Security Services	645	2/21/2012
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	12/4/2012
7/27/2010 3/15/2011 11/08/2011	Environmental Systems Res. Institute	Software Product and Services	1078	09/03/2013
2/8/2011 2/14/2011	MTM Technologies, Inc.	Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment	1469 1585	8/17/11-8/17/14
09/06/2011	Paradigm Systems Solutions, Inc.	Computer Solutions,	1365	06/10/11-06/20/14
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
10/04/2011	Sequel Data Systems	Software	621	1/8/2012
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	12/18/2012 1/20/2013
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	7/8/2013
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
7/12/2011	SHI Government Solutions, Inc.	Hardware and Peripherals and Related Services	810	12/18/2012
9/13/2011	Shoretel, Inc. Authorized Dealer Richline Technical Services	Networking Equipment, Tele-Telecommunications Equipment, Tele Network Services, Networking Products & Services, Tele-Telephone Equipment	1603	9/27/2014
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
	Votec	Software	937	2/27/2011-2013

TPSS-TXMAS contracts;

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
2/21/2012	Bob Barker	Detention Supplies	12-84050 12-73020	12/7/2011-4/22/2012 12/7/2011-2/10/2013
11/08/2011	Business Interiors by Staples The Hon Company Mayline Group	Special Use Furniture Special Use Furniture	6-71111060 4-71111060	5/10/2006-2/26/2012 07/02/2004-05/31/2012
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-1/31/2015
	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-5/31/2012
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-5/31/2012
8/9/2011	Eagle Mountain Flag and Flagpole	Flags, Banners, Pennants, and Related Products	7-780160	8/23/2007-5/31/2012
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
09/06/2011	Ergogenesis, LLC	Office Furniture	11-71080	07/14/2011-05/05/2016
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2016
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2016
6/21/2011	Gateway Printing & Office Supply, Inc.	Office Products/Supplies & Services & New Products/Technology	5-75020-13	7/7/2005-5/31/2012
10/25/2011	Gateway Printing & Office Supply, Inc.	Special Use Furniture	6-71111060-11	5/10/2006-3/27/2012
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
8/2/2011	MCFSA LTD d/b/a Metroplex Control Systems-ISI-MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-71I020	10/9/2008 – 6/24/2013

05/10/2011	Johnson Controls, INC.	Complete Facilities Maintenance and Management	5-03FAC020	12/08/2004-07/13/2014
10/25/2011	Jones & Cook Stationers	Special Use Furniture	6-71111060-11	5/10/2006-2/26/2012
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-1/27/2012
6/14/2011	Lone Star Uniforms, Inc.	Uniforms & Clothing	9-840100	8/10/2009-5/14/2014
	MCS Metroplex	Access Control Systems	9-84060	6/23/2009-11/30/2013
	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/30/2011
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
1/31/2012	National Office Furniture	Office Furniture	11-71050	5/5/2011-3/30/2016
1/31/2012	OfficeSource, LTD	Office Furniture	11-71050-27	5/5/2011-3/30/2016
1/24/2012	OfficeSource LTD	Office Furniture	3-711060-3	12/16/02-1/27/2012
11/1/2011	RSC	Hardware Equipment Rental	9-51v010	10/20/2008-08/29/2012
12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
8/16/2011	SimplexGrinnell, LP	Fire Alarm & Suppression Services	5-03FAC010	12/6/2004-6/26/2013
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2016
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/5/2011 1/19/2007-12/20/2011
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2015
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
8/9/2011	Teknion dba WorkSpace Solutions, Inc.	Office Furniture	3-7110570-4	9/22/03-3/8/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 2/26/2012
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	11-23V070	07/16/2011-05/31/2012
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-7/31/2015
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-2/28/2014
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-05/31/2012
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-05/31/2012

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2012 7/23/2012
8/30/2011	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor and Materials Professional Consulting and Other Related Services	3042811 2052810	4/28/2012 5/28/2012
11/22/2011	Diaz Floors & Interiors	Trades, Temporary Labor and Materials	3042811	4/28/11-4/28/12
4/10/2012	***Arbor Construction & Energy Management***	**Trades, Temporary Labor & Materials**	**304282011**	**4/28/11-4/28/12**

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	RQ09-997736-42D	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2013
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
11/22/2011	The Home Depot	Maintenance/Hardware Supplies	11019	8/1/2011-7/31/2014
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

TCPN;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
	CDW	Computer, Components, Peripherals & Software	R-4713	9/30/2006-3/31/2012
1/31/2012	CDW-G	Hardware, Software and Services	R-5106	1/9/2012-12/31/2012
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-3/31/2012
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
7/12/2011	Lowe's Home Centers, Inc.	MRO Equipment, Supplies & Related Items/Services	R4954	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional	R5023	7/12/2010-2/28/2015

		Prod./Printing Services.		
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
6/28/2011	Separation Systems Consultants, Inc. (SSCI)	Environmental Services	R-5068	06/01/2011-05/31/2016
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
	Tech Depot	Computer, Components, Peripherals & Software	R-4716	9/30/2006-3/31/2012
4/5/2011	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-5045	10/13/2010-9/30/2017
05/10/2011	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-5042	9/30/2010-9/30/2015
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

GSA;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/21/2011	Advanced Training Systems, Inc.	Mission Oriented Business Integrated Services	GS 02 F 0404D	3/31/2016
11/22/2011	Brazos Technology Corporation	General Purpose Commercial Information Technology Equipment, Software and Services	GS 35F 0096X	11/30/2015
04/10/2012	Buckstaff Public Safety, Inc.	Total Solutions For Law Enforcement, Security Facilities Management, Fire Rescue, Clothing, Marine Craft and Emergency/Disaster	GS-07F-0251T	02/28/2012
4/10/2012	CDW-G	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F0195J	5/29/2012
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	5/23/2015
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
04/10/2012	DLT Solutions	General Purpose Commercial Information Technical Equipment, Software and Services	GS-35F-4543G	5/31/2012
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
6/29/2010	Galls/Aramark		GS-07F-0157M	
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
3/29/2011	John E. Reid and Associates, Inc.	Training Aids and Devices; Instructor LED training; Course Development and Test;	GS-02F-0164P	4/23/2014
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
6/28/2011	Safety Vision, LLC	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0022J	9/30/2013

	Tactical Gear Now, Inc.		GS-07F-5508R	
10/4/2011	Ultrabac	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F-0243K	02/03/2015

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
12/13/2010	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE03-06	Thru Oct 31, 2011
3/20/2012	Daco Fire Equipment	General Purposse & Emergency Vehicles	FS12-11	12/1/2011-11/30/2013
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
	Motorola	Communication Equipment & Services	RA01-08	04/30/2012
12/21/2010	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW05-02 CW10-09	6/1/2005-5/31/2012 11/1/2009-10/31/2012
	Sprint	Communication Equipment & Services	CW-05/02	6/1/2005-5/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012
10/25/2011	The Play Well Group	Parks and Recreation Equipment	PR11-10	11/1/2010-10/31/2012
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	120209-PBI	12/18/2013

***Denotes: New Vendor added for approval**

☐ **Contract Renewed**

AI-31840 **10. M.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval and authority to execute user service agreement with Egnyte Inc. for the Tax Office through requisition #212955 in the amount of $539.88 per year.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-15-140-001-0-336

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

BUDGETARY IMPACT:

Available funds in Requisition #00212955 as of 4/12/12 are $539.88.

Attachments

Requisition #212955

Quote

Agreement

Email

Legal's Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/12/2012 03:13 PM
Budget & Management	Merlen P. Munoz	04/12/2012 03:18 PM
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Blanca Mayorga Started On: 04/11/2012 10:01 AM

Final Approval Date: 04/17/2012

Requisition

Req # 00212955

PO #

Date: 03/15/12

Consent # 31840 4/24/12

Bill To: x
x

Vendor : 399060
EGNYTE, INC.
1890 N. SHORELINE BLVD., 1ST FLOOR
MOUNTAIN VIEW CA 94043
FAX (610)968-4012

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: TAX OFFICE
956-289-7472

Contract No:

Special Instructions:
C-68

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12.00	YEAR	THIS REQUEST IS FOR A SHARING SERVICE THAT GIVES THE OPTION TO UPLOAD AND DOWNLOAD FILES AND REPORTS VIA THE WEB. WE ARE NEEDING THIS OPTION SINCE WE HAVE BEEN RESTRICTED BY THE COUNTY IT DEPT FROM USING USB AND CD DRIVES ON ALL THE COMPUTERS.	44.99	539.88
		Account No	Encumbrance	
		2-1100-415-15-140-001-0-336	539.88	
			Freight	.00
			Total	539.88
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

EGNYTE CLOUD FILE SERVER

#31840 Consent 4/24/12

212955

Quote Name	Hidalgo County Tax-Office Plan	Created Date	4/10/2012
Company Address	1890 N. Shoreline Blvd. 1st Floor Mountain View, CA 94043 US	Expiration Date	4/27/2012
		Quote Number	00000298
Prepared By	Matt Booth	Contact Name	Rudy Flores
E-mail	mbooth@egnyte.com	Phone	(956) 289-7470
		Email	rudy.flores@hidalgocountytax.org
Bill To Name	Hidalgo County Tax Office	Ship To Name	Hidalgo County Tax Office
Bill To	2804 S US Hwy 281 Edinburg, TX 78539		

Product	Sales Price	Quantity	Total Price
Office Annual	$44.99	12.00	$539.88

Grand Total $539.88

Quote Acceptance Information

Signature

Name

Title

Date

Egnyte Terms of Service

http://www.egnyte.com/corp/terms_of_service.html

EGNYTE INC. USER AGREEMENT

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1.1 "Client Computer" shall mean any computer on which Egnyte Client is installed.

1.2 "Egnyte Uploader" shall mean the client interface component of EGNYTE's Egnyte software which is installed on a Client Computer.

1.3 "Egnyte Server" shall mean the server component of EGNYTE's Egnyte software which is installed on EGNYTE's host server and is accessible by using either the Egnyte Uploader or a web browser.

1.4 "Software" or "Egnyte" shall mean EGNYTE's Egnyte software collectively (including Egnyte Uploader and Egnyte Server), and each separate component of the foregoing individually, any updates, upgrades or enhancements to the Software or a Software component provided to you by EGNYTE, including, without limitation, any support software provided to you by EGNYTE via the Internet or by any other means.

2. EGNYTE LICENSE GRANT. Provided that you fully comply with this Agreement and other terms of use regarding Egnyte, EGNYTE hereby grants to you, subject to the terms and conditions of this Agreement, a nonexclusive, limited, non-transferable right and license (a) to install the Egnyte Uploader on a Client Computer for the sole purpose of permitting you to access, and utilize those services provided by, the Egnyte Server access, and (b) to utilize those services provided by, the Egnyte Server from any Client Computer.

3. LICENSE RESTRICTIONS. Notwithstanding anything to the contrary herein, the license grants of Section 2 are subject to the following restrictions:

3.1 Representations. You certify that if you are an individual (i.e., not a corporation) you are at least 18 years of age. You also certify that you are legally permitted to use the services and access the website, and you take full responsibility for the selection and use of the services and access of the website. This Agreement is void where prohibited by law, and the right to access Egnyte and the website is revoked in such jurisdictions. You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access or otherwise use Egnyte, including, without limitation, modems, hardware, software, and long distance or local telephone service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services.

3.2 Derivative Works. You may not modify or make derivative works of the Egnyte Uploader, the documentation thereof, or any other component that may be included in the Software or provided with the Software, nor rent, lease or otherwise distribute the Software or the documentation thereof.

3.3 Transfer of Rights. You shall not assign, sublicense, rent or otherwise transfer your access and use rights under this Agreement regarding Egnyte without the prior written approval of EGNYTE.

3.4 Reverse Engineering and Software Development. You may not reverse engineer, decompile, or disassemble Egnyte, directly or indirectly, in whole or in part. Furthermore, Egnyte shall only be used in accordance with the accompanying documentation and shall not be used for software development.

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(a) defame, abuse, harass, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
(b) conduct or forward illegal contests, pyramid schemes, chain letters, unsolicited or unauthorized advertising, promotional materials, unsolicited e-mail or multi-level marketing campaigns;
(c) publish, post, distribute, disseminate or link to any: (i) defamatory, infringing, or unlawful topic, name, material or information; (ii) software or other material protected by intellectual property laws, copyright licenses, rights of privacy or publicity, or other proprietary rights, unless you own, control such rights or have received all necessary consents for your use of such software and other materials;
(d) harvest user names or email addresses for any purpose;
(e) restrict or inhibit any other user from using and enjoying its rights with respect to Egnyte or the Website, interfering with or disrupting the Website, the Egnyte service servers or network connected to Egnyte; or (f) violate any applicable government laws or regulations.

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(c) Impersonate any person or entity, including EGNYTE, EGNYTE employees or other industry professionals;
(d) Use racially, ethnically, or otherwise offensive language;
(e) Violate any code of conduct or other guidelines that may be applicable for any particular Communication Service; or
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11. TERMINATION. The license granted herein is effective until this Agreement is terminated. This Agreement shall terminate immediately, without notice, in the event you (i) fail to comply with any of the terms and conditions set forth in this Agreement, (ii) being a business entity, you cease doing business, (iii) EGNYTE does not receive in a timely manner (whether from you or a from a reseller responsible to collect your payment and remit it to Egnyte) any payment owing under your Egnyte account, or (iv) you cease using Egnyte service and notify EGNYTE thereof. Egnyte reserves the right to refuse service to anyone at its sole discretion and to terminate this Agreement immediately. Egnyte does not refund any part of the payment made by you for your monthly or annual subscription. Upon termination you must immediately (y) cease all of you use of the Website, and (z) (i) destroy all copies of the Software and Software documentation in your possession, or (ii) return the Software and documentation according to the instructions of EGNYTE. . Upon termination by EGNYTE will close your account and delete all your data within seven (7) days of termination. EGNYTE shall have no obligation to maintain any data stored in your account or to forward any data to you or any third party.

12. DATA AVAILABILITY: Company currently provides to the Customer several mechanisms to restore data from the software. In the exceptional event of shutdown of operations, Company will notify the Customer in advance and allow 7 days for it to retrieve its data from the Company servers.

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18. GENERAL. This Agreement embraces the full, complete understanding of the parties as to the subject matter hereof, and may not be altered or modified, except by written amendment or collateral agreement which expressly refers to this Agreement and which is duly executed by EGNYTE and your duly authorized representative. All prior representations, understandings and agreements regarding the subject matter hereof whether written or oral, expressed or implied, are superseded and shall be of no effect. In the event of conflicting provisions between this Agreement and a duly executed collateral agreement, the duly executed collateral agreement shall control. This Agreement shall be construed and governed in accordance with the laws of the state of California, excluding the application of its conflicts of law rules. You acknowledge that a breach of this Agreement will cause irreparable and continuing damage to EGNYTE for which money damages are insufficient, and EGNYTE shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate). In the event of litigation between you and EGNYTE concerning the Software or any other item which is subject to this Agreement, the prevailing party in the litigation will be entitled to recover attorney fees and expenses from the other party. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. If any part of this Agreement is found

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Blanca Mayorga

From: Maria Garcia [maria.garcia@hidalgocountytax.org]
Sent: Wednesday, April 11, 2012 8:14 AM
To: blanca.mayorga@co.hidalgo.tx.us
Subject: FW: quote
Attachments: Hidalgo Tax Office-Office Plan 1 year-4.10.12.pdf; Egnyte Terms of Service.pdf

Blanca good morning, will this be enough information so that it can be placed on the agenda? Let me now thanks!

Mary Garcia Jackson - Administrative Assistant
Hidalgo County Tax Office
2804 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2157
Fax: (956) 318-2733

From: Matt Booth [mailto:mbooth@egnyte.com]
Sent: Tuesday, April 10, 2012 5:56 PM
To: Maria Garcia
Subject: RE: quote

Hi Maria,

Here's the updated quote.

Since Hidalgo plans on going with a yearly PO and invoice, a signature is not required. I've included our terms of service that will be referenced again in the invoice from Egnyte.

Once we have Hidalgo's PO, Egnyte will flip the account to active and everything will be all set.

Please let me know if you need anything else.

Thanks,
Matt

Matt Booth | Commercial Sales
w: 650.282.3492 | c: 408.410.3796

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From: Maria Garcia [mailto:maria.garcia@hidalgocountytax.org]
Sent: Tuesday, April 10, 2012 1:40 PM
To: Matt Booth
Subject: quote

Good afternoon, I need for you to provide me with an updated quote: quote no: 0000298...please call with any questions. Thank you!

Mary Garcia Jackson - Administrative Assistant
Hidalgo County Tax Office
2804 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2157
Fax: (956) 318-2733

Req # 12955

Maria Garcia

From: Rudy Flores
Sent: Friday, March 09, 2012 12:10 PM
To: Maria Garcia
Cc: ferny@hidalgocountytax.org; Tomas Martinez
Subject: FW: Hidalgo County Tax Office quote for Egnyte
Attachments: Hidalgo Tax Office-Office Plan 2 years-3.8.12.pdf

Hi Mary,

Attached is a quote for a file sharing service that gives us the option to upload and download files and reports via the web. We are needing this option since we have been restricted by the county IT department from using USB and CD drives on all the computers. We have setup a temporary 15-day trial to test and so far we have had great success uploading the TIRZ reports and having each city jurisdiction download them, rather than emailing, which is also difficult since we are limited to only 5 MB file attachments.

Thanks,
Rudy

From: Matt Booth [mailto:mbooth@egnyte.com]
Sent: Friday, March 09, 2012 11:42 AM
To: Rudy Flores
Subject: RE: Hidalgo County Tax Office quote for Egnyte

Hi Rudy,

No problem. Happy Friday to everyone over at Hidalgo County Tax Office.

Here's the updated quote for two years of the Egnyte Office Plan. The first year will be discounted at $44.99/month and the following year will be standard at $49.99/month.

Do you have anytime available this afternoon to discuss?

Best regards,
Matt

Matt Booth | Commercial Sales
w: 650.282.3492 | c: 408.410.3796



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From: Rudy Flores [mailto:rudy.flores@hidalgocountytax.org]
Sent: Friday, March 09, 2012 7:25 AM
To: Matt Booth
Subject: RE: Hidalgo County Tax Office quote for Egnyte

Hi Matt,

neg. W9 Form & Vendor Appl.

Perla Lopez

From: Blanca Mayorga [blanca.mayorga@co.hidalgo.tx.us]
Sent: Friday, April 13, 2012 3:50 PM
To: perla.lopez@co.hidalgo.tx.us
Subject: FW: Agenda Item #AI-31840 (Egnyte)

Importance: High

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, April 13, 2012 12:28 PM
To: 'Blanca Mayorga'
Subject: FW: Agenda Item #AI-31840 (Egnyte)
Importance: High

Ms. Blanca:
Add the language provided by legal counsel.
Thanks,
Marty
PS Be sure and replace corrected document to agenda.

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Friday, April 13, 2012 11:41 AM
To: 'Martha Salazar'
Cc: 'Blanca Mayorga'
Subject: RE: Agenda Item #AI-31840 (Egnyte)

The concern I have with this agreement is at Paragraph 9 "Indemnification" – please add the following: "To the extent provided for under the Constitution and laws of the State of Texas"

Otherwise, I approve as to the form of the agreement.

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

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COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, April 12, 2012 4:03 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Blanca Mayorga'
Subject: FW: Agenda Item #AI-31840 (Egnyte)
Importance: High

Ms. Josephine:
Please review and comment as to form. On CC for 4-24-12.
Thanks,
Marty

From: Blanca Mayorga [mailto:blanca.mayorga@co.hidalgo.tx.us]
Sent: Thursday, April 12, 2012 3:25 PM
To: 'Martha Salazar'
Subject: Agenda Item #AI-31840 (Egnyte)

Ms. Marty,

Please forward for legal review.

Thanks,

Blanca E. Mayorga, Purchase Order Specialist
2802 S. Business Highway 281
Edinburg, Texas 78539
Phone: (956)318-2626 Ext 4869
Fax: (956)292-7612
blanca.mayorga@co.hidalgo.tx.us

AI-31816 **10. N.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted For: Martha L. Salazar Submitted By: John Trevino, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval to declare the items listed in Exhibit "A" (office furniture and equipment) attached herein as surplus for the purpose of sale through auction (scheduled for 4-28-2012) in accordance with Texas Local Government Code 263.152(a)(1); and, in the event "no bids" received;

2. Pursuant to Texas Local Government Code, 263.151(1) and/or 263.152(a)(3), Commissioners Court proceed to: '...order any of the property to be destroyed or otherwise disposed of as worthless inasmuch as the sale of said items CC undertook to sell (under Subdivision (1) at auction on 4-28-12 resulted in no bids were received.

BACKGROUND

An inventory was conducted at the auctioneer's premises and found several that were declared surplus to be broken, weathered and/or obsolete. The assets have no value to the County due to their conition.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

The listed item on Exhibit "A" have no value due to age and unusable condition.

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Any revenue received for said items would be a "windfall" if sold.

Attachments

auction list

local govt. code

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM
Purchasing Department	Marty Salazar	04/20/2012 02:31 PM

Form Started By: John Trevino Started On: 04/10/2012 08:39 AM

Final Approval Date: 04/20/2012

HIDALGO COUNTY PURCHASING DEPARTMENT - FI
AUCTION FOR 04/28/12

Qty	TF #	RJE #	Asset No	Auction Preparati Asset Description
	2011-181		12-0034	HP MONITIOR M50
	2011-181		12-0046	HP COMPAQ MON.
	2011-181		12-0039	HP PAVILLION MX 50
	2011-181		12-0040	HP PAVILLION MX 50
	2011-181		12-0038	HP MONITIOR M50
	2011-181		12-0033	GVC MONITIOR
	2011-181		12-0050	HP PAVILLION MX 50
	2011-181		12-0037	HP PAVILLION MX 50
	2011-181		12-0053	HP PAVILLION MX 50
	2011-181		12-0049	SONY TRINITRON MON.
	2011-182		12-0054	SCAN-TRON OMR
	2011-182		12-0048	COMPAQ KEYBOARDS
	2011-182		12-0045	DIGI PORT SERVER
	2011-182		31752	CPU TOWER
	2011-182		12-0022	POWWERSHRED PS50
	2011-182		12-0042	INVACRE
	2011-182		12-0023	CORTELCO PHONE
	2011-182		12-0025	ITT TELEPHONE
	2011-182		12-0051	HP COMPAQ MON.5500
	2011-182		12-0036	HP COMPAQ MON.5500

	2011-182		12-0044	HP KEYBOARD
	2011-182		12-0041	PAPER SHREADER
	2011-182		12-0047	TV REMOTE CONTROLS
	2011-182		12-0043	ASSORTED KEYBOARDS
	2011-182		12-0035	ESPON SCANNER 1670
	2011-187		12-0031	BASIC MOUSE
	2011-187		12-0032	ESPON PRINTER 88
	2011-187		12-0052	FAX BROTHER 1800C
	2011-187		12-0024	MOTOROLA RADIO
	2011-187		12-0030	MOTOROLA RADIO
	2011-187		12-0026	MOTOROLA RADIO
	2011-187		12-0029	MOTOROLA RADIO
	2011-187		12-0028	MOTOROLA RADIO
	2011-187		12-0027	MOTOROLA RADIO
	2012-057		12-0066	APC BACKUPS RS 1200
	2012-057		12-0061	APC BACKUPS RS 1200
	2012-057		12-0085	APC BACKUPS RS 1200
	2012-057		12-0084	APC BACKUPS RS 1200
	2012-057		12-0058	COMPAQ PRO UPS 500
	2012-057		12-0059	COMPAQ PRO UPS 500
	2012-057		12-0056	COMPAQ PRO UPS 500
	2012-057		12-0062	COMPAQ PRO UPS 500
	2012-057		12-0063	COMPAQ PRO UPS 500
	2012-057		12-0055	COMPAQ PRO UPS 500
	2012-057		12-0060	TOSHIBA MONITOR 13"
	2012-057		12-0086	HONEYWELL MONITOR 13"

	2012-057		12-0091	MOUSE
	2012-057		12-0092	SL-20X FLASHLIGHT CHARGER
	2012-057		12-0093	CP-200 SINGLE RADIO CHARGER
	2012-057		12-0094	PHONE NEC
	2012-057		12-0087	PHONE HAND SETS
	2012-057		12-0079	CALCALATOR CASIO
	2012-057		12-0083	PAYMASTER 8500
	2012-057		12-0082	PAYMASTER 9000
	2012-057		12-0071	NET GEAR TOWER FS726
	2012-057		12-0072	NET GEAR TOWER FS726
	2012-059		12-0073	NET GEAR TOWER FS726
	2012-059		12-0067	NET GEAR TOWER GS504
	2012-059		12-0068	NET GEAR TOWER GS504
	2012-059		12-0069	NET GEAR TOWER GS504
	2012-059		12-0070	NET GEAR TOWER GS504
	2012-059		12-0081	GATEWAY CPU
	2012-059		12-0080	HP CPU 7850
	2012-059		12-0078	NEC PHONE
	2012-059		12-0090	NEC PHONE
	2012-059		12-0064	PAYMASTER CHECK MAKER
	2012-060		44213	HP4250N PRINTER
	2012-060		45533	HP4250N PRINTER
	2012-060		45532	HP4250N PRINTER
	2012-060		12-0077	HP4250N PRINTER
	2012-060		44215	HP4250N PRINTER

	2012-060		12-0075	INTEL FAX 4100
	2012-060		40412	HP LASER JET 4100N
	2012-060		12-0076	HP V7650 COLOR MONITOR
	2012-060		12-0057	EPSON C88 PRINTER
	2012-060		12-0065	EPSON C88 PRINTER
	2012-060		12-0074	ACER LCD MONITOR 19"
	2012-060		12-0095	ACER LCD MONITOR 19"
	2012-060		29323	LEXMARK WHEELWRITER
	2012-060		12-0089	NEC DESKTOP PHONE
	2012-060		12-0088	NEC DESKTOP 1-1 PHONE
	PRIOR		12-0101	1 SET OF 20 SEC. CHAIRS
	PRIOR		11-0467	1 SEC. CHAIR
	PRIOR		VC-3880	1 SIDE CHAIR
	PRIOR		11-0552	1 SIDE CHAIR
	PRIOR		H-2539	1 SIDE CHAIR
	PRIOR		11-0260	1 SIDE CHAIR
	PRIOR		VC-3837	1 HIGH BACK CHAIR
	PRIOR		11-0889	1 SEC. CHAIR
	PRIOR		11-0907	1 SEC. CHAIR
	PRIOR		12-0102	1 SEC. CHAIR
	PRIOR		12-0103	1 SEC. CHAIR
	PRIOR		11158	1 GUEST CHAIR
	PRIOR		AD-01-1016	1 SEC. CHAIR
	PRIOR		29981	1 BROWN WAIT CHAIR
	PRIOR		11157	1 GUEST CHAIR
	PRIOR		12-0104	1 GUEST CHAIR

	PRIOR		28977	GUEST CHAIR
	PRIOR		12-0105	GUEST CHAIR
	PRIOR		VC-2933	GUEST CHAIR
	PRIOR		12-0106	GUEST CHAIR
	PRIOR		12-0107	GUEST CHAIR
	PRIOR		12-0108	GUEST CHAIR
	PRIOR		12-0109	GUEST CHAIR
	PRIOR		12-0011	1 SET OF CHAIRS (11)
	PRIOR		12-0012	1 SET OF CHAIRS (8)
	PRIOR		12-0013	1 SET OF CHAIRS (8)
	PRIOR		12-0014	1 SET OF CHAIRS (4)
	PRIOR		12-0015	1 SET OF CHAIRS (9)
	PRIOR		12-0016	1 SET OF CUSHION CHAIRS (3)
	PRIOR		12-0017	1 SET OF STACK CHAIRS (6)
	PRIOR		12-0018	1 SET OF STACK CHAIRS (5)
	PRIOR		12-0019	1 SET OF FOLDING CHAIRS
	PRIOR		ME-0164	1 SET BURGANDY CHAIRS
	PRIOR		12-0620	1 SET STACK CHAIRS (2)
	PRIOR		12-0097	1 SET OF FOLDING CHAIRS
	PRIOR		11-11155	1 GUEST CHAIR
	PRIOR		18378	1 GUEST CHAIR
	PRIOR		11-0098	1 GUEST CHAIR
	PRIOR		11-0099	SEC. CHAIR
	PRIOR		12-0100	SEC. CHAIR
	PRIOR		12-0110	DELL MON.
	PRIOR		12-0111	ACER LCD MONITOR 19"

	PRIOR		12-0112	ACER LCD MONITOR 19"
	PRIOR		12-0113	DELL MON.
	PRIOR		12-0114	DELL MON.
	PRIOR		47512	DELL PC
	PRIOR		37861	BROTHER LASER PRINTER
	PRIOR		H-1540	BROTHER LASER PRINTER
	PRIOR		ME-001408	CANON COPIER/FAX
	PRIOR		SO-125	IBM TYPEWRITER
	PRIOR		12-0115	MAGNAVOX PROJECTOR
	PRIOR		35577	HP DESK JET 952C
	PRIOR		32013	MERIDIAN TEL SET
	PRIOR		32537	NORSTAR TEL
	PRIOR		32012	MERIDIAN TEL SET
	PRIOR		35503	NORSTAR TEL
	PRIOR		32535	NORSTAR TEL
	PRIOR		H-177	NORSTAR TEL
	PRIOR		12-0116	NORSTAR TEL
	PRIOR		32538	NORSTAR TEL
	PRIOR		32777	NORSTAR TEL
	PRIOR		32500	NORSTAR TEL
	PRIOR		H-1772	NORSTAR TEL
	2012-072		39756	EPSON DFX -5000+
	2012-072		40334	COMPAQ CPU TOWER
	2012-072			COMPAQ CPU TOWER
	2012-072		40356	COMPAQ CPU TOWER
	2012-072		40251	COMPAQ CPU TOWER

	2012-072		40350	COMPAQ CPU TOWER
	2012-072		40316	COMPAQ CPU TOWER
	2012-072		40317	COMPAQ CPU TOWER
	2012-072		40267	COMPAQ CPU TOWER
	2012-072		40351	COMPAQ CPU TOWER
	2012-073		40338	COMPAQ CPU TOWER
	2012-073		40299	COMPAQ CPU TOWER
	2012-073		40359	COMPAQ CPU TOWER
	2012-073		40343	COMPAQ CPU TOWER
	2012-073		40240	COMPAQ CPU TOWER
	2012-073		40320	COMPAQ CPU TOWER
	2012-073		40367	COMPAQ CPU TOWER
	2012-073		40262	COMPAQ CPU TOWER
	2012-073		41540	COMPAQ CPU D530 CMT
	2012-073		40301	COMPAQ CPU TOWER
	2012-073		40325	COMPAQ CPU TOWER
	2012-073		40263	COMPAQ CPU TOWER
	2012-073		40255	COMPAQ CPU TOWER
	2012-073		40269	COMPAQ CPU TOWER
	2012-073			HP PAVILLON TOWER
	2012-075			EVISION
	2012-075			HONEYWELL HMC21
	2012-075			ACER LCD MONITOR 19"
	2012-075			NETGEAR GS508T
	2012-075		36917	BROTHER FAX MFC-8300
	2012-075			P-200 RADIO CHARGERS

	2012-075			STAPLER STANLY BOSTITCH
	2012-075			COMPAQ UPS 500
	2012-075			KEY BOARDS
	2012-075			MOTOROLA BATTERY CHARGER
	2012-075			BACK-UPS CS-500
	2012-075			UPS POWER SOURCES
	2012-075			UPS POWER SOURCES
	2012-075			UPS POWER SOURCES
	2012-075			UPS POWER SOURCES
	2012-076			UPS POWER SOURCES
	2012-076			UPS POWER SOURCES
	2012-076			UPS POWER SOURCES
	2012-076			UPS POWER SOURCES
	2012-076			APC SU3000 RM3U
	2012-074		38545	INTEL TOWER T1220
	2012-074		40374	COMPAQ CPU TOWER
	2012-074		40308	COMPAQ CPU TOWER
	2012-074			TV EMERSON
	2012-074			TV EMERSON
	2012-074			TV EMERSON
	2012-074			TV EMERSON
	2012-074			BROTHER FAX 4100
	2012-074			BROTHER FAX 4100
	2012-074		12-0372	COMPAQ CPU TOWER
	2012-074			COMPAQ CPU TOWER
	2012-074		12-0330	COMPAQ CPU TOWER

	2012-074		12-0333	COMPAQ CPU TOWER
	2012-074		12-0335	COMPAQ CPU TOWER
	2012-074		12-0334	COMPAQ CPU TOWER
	2012-048		12-0282	13"TV WITH VHS TOSHIBA
	2012-048		12-0281	13"TV WITH VHS TOSHIBA
	2012-048		12-0264	13"TV WITH VHS TOSHIBA
	2012-048		12-0214	13"TV WITH VHS TOSHIBA
	2012-048		12-0216	13"TV WITH VHS TOSHIBA
	2012-048		12-0280	13"TV WITH VHS TOSHIBA
	2012-048		12-0210	13"TV WITH VHS TOSHIBA
	2012-048		12-0230	13"TV WITH VHS TOSHIBA
	2012-048		12-0219	13"TV WITH VHS TOSHIBA
	2012-049		12-0222	13"TV WITH VHS TOSHIBA
	2012-049		12-0232	13"TV WITH VHS TOSHIBA
	2012-049		12-0223	13"TV WITH VHS TOSHIBA
	2012-049		12-0226	13"TV WITH VHS TOSHIBA
	2012-049		12-0243	13"TV WITH VHS TOSHIBA
	2012-049		12-0212	13"TV WITH VHS TOSHIBA
	2012-049		12-0211	13"TV WITH VHS TOSHIBA
	2012-049		12-0217	13"TV WITH VHS TOSHIBA
	2012-049		12-0225	13"TV WITH VHS TOSHIBA
	2012-049		12-0213	13"TV WITH VHS TOSHIBA
	2012-049		12-0224	13"TV WITH VHS TOSHIBA
	2012-049		12-0223	13"TV WITH VHS TOSHIBA
	2012-049		12-0229	13"TV WITH VHS TOSHIBA
	2012-049		12-0227	13"TV WITH VHS TOSHIBA

	2012-049		12-0235	13"TV WITH VHS TOSHIBA
	2012-050		12-0220	13"TV WITH VHS TOSHIBA
	2012-050		12-0270	13"TV WITH VHS TOSHIBA
	2012-050		12-0231	13"TV WITH VHS TOSHIBA
	2012-050		12-0284	13"TV WITH VHS TOSHIBA
	2012-050		12-0215	13"TV WITH VHS TOSHIBA
	2012-050		12-0245	13"TV WITH VHS TOSHIBA
	2012-050		12-0268	13"TV WITH VHS TOSHIBA
	2012-050		12-0229	13"TV WITH VHS TOSHIBA
	2012-050		12-0242	13"TV WITH VHS TOSHIBA
	2012-050		12-0276	13"TV WITH VHS TOSHIBA
	2012-051		12-0250	13"TV WITH VHS TOSHIBA
	2012-051		12-0252	13"TV WITH VHS TOSHIBA
	2012-051		12-0293	13"TV WITH VHS TOSHIBA
	2012-051		12-0267	13"TV WITH VHS TOSHIBA
	2012-051		12-0266	13"TV WITH VHS TOSHIBA
	2012-051		12-0265	13"TV WITH VHS TOSHIBA
	2012-051		12-0258	13"TV WITH VHS TOSHIBA
	2012-051		12-0262	13"TV WITH VHS TOSHIBA
	2012-051		12-0255	13"TV WITH VHS TOSHIBA
	2012-051		12-0257	13"TV WITH VHS TOSHIBA
	2012-051		12-0254	13"TV WITH VHS TOSHIBA
	2012-051		12-0253	13"TV WITH VHS TOSHIBA
	2012-051		12-0256	13"TV WITH VHS TOSHIBA
	2012-051		12-0251	13"TV WITH VHS TOSHIBA
	2012-051		12-0259	13"TV WITH VHS TOSHIBA

	2012-052		12-0234	13"TV WITH VHS TOSHIBA
	2012-052		12-0279	13"TV WITH VHS TOSHIBA
	2012-052		12-0278	13"TV WITH VHS TOSHIBA
	2012-052		12-0294	13"TV WITH VHS TOSHIBA
	2012-052		12-0290	13"TV WITH VHS TOSHIBA
	2012-052		12-0275	13"TV WITH VHS TOSHIBA
	2012-052		12-0286	13"TV WITH VHS TOSHIBA
	2012-052		12-0289	13"TV WITH VHS TOSHIBA
	2012-052		12-0274	13"TV WITH VHS TOSHIBA
	2012-052		12-0277	13"TV WITH VHS TOSHIBA
	2012-053		12-0272	13"TV WITH VHS TOSHIBA
	2012-053		12-0296	13"TV WITH VHS TOSHIBA
	2012-053		12-0292	13"TV WITH VHS TOSHIBA
	2012-053		12-0291	13"TV WITH VHS TOSHIBA
	2012-053		12-0247	13"TV WITH VHS TOSHIBA
	2012-053		12-0273	13"TV WITH VHS TOSHIBA
	2012-053		12-0271	13"TV WITH VHS TOSHIBA
	2012-053		12-0221	13"TV WITH VHS TOSHIBA
	2012-053		12-0246	13"TV WITH VHS TOSHIBA
	2012-053		12-0269	13"TV WITH VHS TOSHIBA
	2012-053		12-0248	13"TV WITH VHS TOSHIBA
	2012-053		12-0240	13"TV WITH VHS TOSHIBA
	2012-053		12-0285	13"TV WITH VHS TOSHIBA
	2012-053		12-0283	13"TV WITH VHS TOSHIBA
	2012-053		12-0263	13"TV WITH VHS TOSHIBA
	2012-054		12-0238	13"TV WITH VHS TOSHIBA

	2012-054		12-0249	13"TV WITH VHS TOSHIBA
	2012-054		12-0261	13"TV WITH VHS TOSHIBA
	2012-054		12-0260	13"TV WITH VHS TOSHIBA
	2012-054		12-0244	13"TV WITH VHS TOSHIBA
	2012-054		12-0237	13"TV WITH VHS TOSHIBA
	2012-054		12-0241	13"TV WITH VHS TOSHIBA
	2012-054		12-0239	13"TV WITH VHS TOSHIBA
	2012-054		12-0236	13"TV WITH VHS TOSHIBA
	2012-054		12-0288	13"TV WITH VHS TOSHIBA
	2012-055		12-0287	13"TV WITH VHS TOSHIBA
	2012-055		12-0295	13"TV WITH VHS TOSHIBA
	2012-055		12-0298	13"TV WITH VHS TOSHIBA
	2012-055		12-0297	13"TV WITH VHS TOSHIBA
	2011-374		30072	1" AIR WRENCH CQ
	2011-374		120133	BROTHER PRINTER MFC-544CN
	2011-374		44289	CANON DR-1210C SCANNER
	2011-374		12-0301	EPSON LASER
	2011-374		12-0300	DELL MON.
	2012-061		12-0299	HP. OFF 4680 ALL IN ONE
	2012-061		49677	HP.OFF C8180 ALL IN ONE
	2012-063		12-0151	BROTHER PRINTER
	2012-063		23999	BROWN DESK W/HUTCH
	2012-063		24104	BLACK CHAIR W/ WOOD TRIM
	2012-063		29162	LIGHT BLUE CHAIR W/ WOOD TRIM
	2012-063		29157	LIGHT BLUE CHAIR W/ WOOD TRIM

	2012-063		26986	MARRON CHAIR W/ WOOD TRIM
	2012-063		26979	MARRON CHAIR W/ WOOD TRIM
	2012-063		12-0170	FELLOWS SHREDDER
	2012-063		12-0169	FELLOWS SHREDDER
	2012-063		26990	WHITE CREDENZA
	2012-064		26654	WHITE BOOKCASE 4 SELF
	2012-064		12-0175	WHITE FILE CABINET
	2012-064		12-0171	FELLOWS SHREDDER
	2012-064		12-0172	SMALL SHREDER
	2012-064		12-0168	BLACK LITERTURE RACK
	2012-064		12-0174	GOOSE LAMP
	2012-064		12-0152	GBC BATES 3 HOLE PUNCHER
	2012-064		12-0153	GBC BATES 3 HOLE PUNCHER
	2012-064		12-0173	BLACK LITERTURE RACK
	2012-064		37652	NOSTAR PHONE
	2012-064		12-0157	KEY BOARD
	2012-064		12-0155	G- MAX KEYBOARD
	2012-064		12-0156	G- MAX KEYBOARD
	2012-064		12-0158	TELEPHONE HEAD SET
	2012-064		12-0160	STAINLESS STEEL TRASHCAN
	2012-065		12-0161	STAINLESS STEEL TRASHCAN
	2012-065		12-0162	STAINLESS STEEL TRASHCAN
	2012-065		12-0163	BLACK CARD FILE
	2012-065		12-0164	BLACK CARD FILE
	2012-065		12-0165	BLACK CARD FILE

	2012-065		12-0166	BLACK CARD FILE
	2012-065		12-0167	GBC ELECTIC PUNCHER 3230ST
	2012-065		12-0154	HP LASER PRINTER P3005
	2012-065		40044	HP LASER JET PRINTER
	2012-065		37917	BROTHER LASER JET PRINTER H 1440
	2012-066		ME000101	COMPUTER
	2012-066		12-0150	HEWLETT PACKARD COMPUTER
	2012-066		41052	G- MAX COMPUTER W KEYBOARD
	2012-066		33530	COMPAQ PRESARIO
	2012-066		12-0159	RACK KEYBOARD
	2012-066		41055	G- MAX COMPUTER W KEYBOARD
	2012-066		41053	G- MAX COMPUTER W KEYBOARD
	2012-066		38849	G- MAX COMPUTER W MOUSE
	2012-066		41054	G- MAX COMPUTER W KEYBOARD
	2012-066		41048	G- MAX COMPUTER W KEYBOARD
	2012-066		26691	WHITE CREDENZA
	2012-066		28013	WHITE SMALL DESK
	2012-066		28008	WHITE SMALL DESK
	2012-066		33034	NORSTAR PHONE
	2012-066		12-0176	BLACK HIGH BACK CHAIR
	2012-067		12-0177	SMALL MAGHONEY DESK
	2012-067		12-0187	LIGHT BLUE CHAIR
	2012-067		12-0178	MAROON CHAIR
	2012-067		12-0188	SMALL BOOKCASE
	2012-067		28130	MAROON CHAIR

	2012-067		12-0179	BLACK STOOL
	2012-067		12-0189	CARD FILE CABINET
	2012-094		41884	AMPTRON LCD MONITOR 17 "
	2012-083			MISCELLANCOUS OFFICE SUPPLIES
	2012-083			BOX OF COPIER STAPLES
	2012-083			WOODEN SELF
	2012-083			GREY METAL SHELF
	2012-083			GREY METAL SHELF
	2012-083			WOODEN DESK
	2012-083			OFFICE CHAIR
	2012-083			WHITE TABLE
	2012-083			METAL CHAIRS
	2012-083			4 DRAWER METAL FILE CABINET
	2012-089		AES0509	(1) DOOR GRAY METAL STORAGE CABINET
	2012-089		AES14559	5 DRAWER METAL FILE CABINET
	2012-089			2 DOOR BIEGE METAL STROAGE CABINET
	2012-089		29740	MAROON CHAIR
	2012-089		5401	SINGER PROJECTOR
	2012-093			25 METAL CHAIRS
	2012-068		12-0190	NORTHERN PHONE
	2012-068		12-0191	NORTHERN PHONE
	2012-068		38136	INFOCUS PROJECTOR
	2012-068		12-0192	HP PHOTOSMART M537
	2012-068		37912	HP BROTHER PRINTER
	2012-077		38900	KITCHEN FOOD CART
	2012-077		38911	KITCHEN FOOD CART

	2012-077		38902	KITCHEN FOOD CART
	2012-077		12-0308	KITCHEN FOOD CART
	2012-077		12-0309	KITCHEN FOOD CART
	2012-077		12-0303	STERO DISHWASHER
	2012-077		12-0302	HAATCO BOOSTER
	2012-077			HAATCO BOOSTER
	2012-077		41604	VULCAN STEAM KETTLE
	2012-077		12-0310	SANYO MINI FRIDGE
	2012-078		12-0306	CECILWARE COFFEMAKER
	2012-078		12-0307	CECILWARE COFFEMAKER
	2012-078		12-0305	VULCAN COMI- OVEN
	2012-078		12-0304	VULCAN COMI- OVEN
	2012-078			PAN RACK
	2012-078		17078	RED- CHAIR
	2012-078		26982	RED- CHAIR
	2012-078		24512	CHAIR
	2012-078		39550	TUFF GRANDE
	2012-078			SEC. CHAIR
	2012-078		ME001635	BROWN- CHAIR
	2012-078			BLUE CHAIRS 6
	2012-078			RED CHAIRS 7
	2012-078		ME001662	BLUE CHAIR SWIVEL
	2012-078		17076	CHAIR
	2012-079			EMERSON TV
	2012-079			EMERSON TV
	2012-079			EMERSON TV

	2012-079			EMERSON TV
	2012-079			EMERSON TV
	2012-079			EMERSON TV
	2012-079			EMERSON TV
	2012-079			EMERSON TV
	2012-079			EMERSON TV
	2012-079			EMERSON TV
	2012-080			DYNEX TV
	2012-080			DYNEX TV
	2012-080			EMERSON TV
	2012-080			EMERSON TV
	2012-080			EMERSON TV
	2012-080			EMERSON TV
	2012-080			EMERSON TV
	2012-080			EMERSON TV
	2012-080			DYNEX TV
	2012-080			PANASONIC MICROWAVE
	2012-080			DYNEX TV
	2012-080			EMERSON MICROWAVE
	2012-080			EMERSON MICROWAVE
	2012-080			EMERSON MICROWAVE
	2012-080			EPSON PRINTER C120
	2012-081			BROTHER FAX
	2012-081			WAHL CLIPPERS 13
	2012-081			EMERSON TV
	2012-081			EMERSON TV

	2012-081			EMERSON TV
	2012-081			EMERSON TV
	2012-081			EMERSON TV
	2012-081			EMERSON TV
	2012-082			DAYTON PALLETJACK
	2012-082			PORTABLE FAN
	2012-082			DOUBLE CHAIR
	2012-082			MISC EXHAUST FAN COVERS
	2012-082			KITCHEN PAN HOLDER
	2012-082			KITCHENDRY RACK
	2012-082			TUFF GRANDE MAROON
	2012-082		7777	CHAIR SWIVEL BROWN
	2012-082		7777	TUFF GRANDE
	2012-094		41884	AMPTRON LCD MONITOR 17 "
	2011-0219		29779	JOHN DEERE MOWER
	2011-0151		30449	IBM TYPEWRITER
	2011-0151		22301	GREY CASH BOX
	2011-0151		29461	GREY W/BLACK DESK
	2011-0151		14662	COLE FILING CABINET
	2011-0151			BLUE CHAIR MUSCATINE
	2011-0151			LIGHT BLUE CHAIR MUSCATINE
	2011-0151			BURGUNDY CHAIR MUSCATINE
	2011-0151			BURGUNDY CHAIR MONTERREY
	2011-0151			3 LONG WOODEN BENCHES
	31171			REFRIGERTOR
	38531			YARD TRACTOR GT3000

	12-0404			YARD TRACTOR J.D.
	26552			STRIPER/ PAINTER
				TOILET W/TANK (21)
				LAVATORY (16)
				SINKS (3)
				URINNAL (2)
				WATER FOUNTAINS (3)
	12-0408			TANK FOR AIR COMPRESSOR (2)
	12-0416			MULTIPUROSE LADDER
	12-0418			PORTABLE CONCRETE MIXER
	12-0419			PORTABALEUNIT AC
	12-0311			SHOP VAC DAYTON
	12-0417			GAS CAN 5 GALLON (2)
	12-0312			SPAYER 1 GALLON (2)
	12-0313			SAFETY SWITCH 30 AMP
	32282			YARD TRACTOR FERRIS
	32378			YARD TRACTOR FERRIS
	12-0314			GLASS DOOR (2) 42"X96"
	ME001642			METAL CABINET 24"X72"
	29554			METAL CABINET 18"X72"
	29771			METAL CABINET 14"X52"
	29574			METAL CABINET 14"X52"
	29573			METAL CABINET 14"X52"
	29589			METAL CABINET 14"X52"
	12-0315			METAL CABINET 14"X52"
	12-0316			METAL CABINET 14"X52"

	12-0326			TIRES 235/60R16 (2)
	12-0325			TIRES 245/70R17 (5)
	12-0328			TIRES 245/75R16 (5)
	12-0321			TIRES 235/70R17 (9)
	12-0327			TIRES 225/70R15 (3)
	12-0324			TIRES 265/70R17 (4)
	12-0322			TIRES 285/60R18 (3)
	12-0118			TIRES 255/70R18
	12-0323			TIRE 33X12.5 R17
	12-0319			FREEZER 244 RFD
	12-0406			CENTREY MOTOR
	12-0406			QUINENEY COMMPRESSION
	12-0407			BROOK MOTOR
	12-0409			RIDE KING H/32
	12-0415			CRAFTSMAN RIDING MOWER
	24352			BROWN DESK
	12-0317			FUEL PUMP
	12-0320			HONDA GX340
	17474			PARK SLIDES

IXED ASSET DIVISION

ons Serial No	From Dpt	Status Code	Fund No.	Hist Cost	Proceeds Gross	Fees 12%	Au Other Fees
LH04102962	280	-					
CN332VA230	280	-					
THTBS05965	280	-					
THTBU06954	280	-					
TH02706964	280	-					
4LCB64G306871	280	-					
TH02700603	280	-					
TH01203588	280	-					
LH04102974	280	-					
2026484	280	-					
K-8838	280	-					
QTY 7	280	-					
(S) A32013220	280	-					
104309143	280	-					
125201	280	-					
95A54209	280	-					
2550044	280	-					
255444	280	-					
CN246YE898	280	-					
CNY246YF313	280	-					

10400776	280	-					
QTY 1	280	-					
QTY 5	280	-					
QTY 9	280	-					
E7EV034415	280	-					
QTY 5	280	-					
JKDY275895	280	-					
90972	280	-					
475YCS2349	280	-					
475YDU1289	280	-					
475YDN3490	280	-					
475FZW5550	280	-					
402AVQ6070Z	280	-					
751APN0087	280	-					
BB0932014874	280	-					
BB0932013864	280	-					
JB0415022872	280	-					
AB023030351	280	-					
SM400C	280	-					
SM4092	280	-					
3449-102234	280	-					
SNU021	280	-					
SNS06C	280	-					
SNU02E	280	-					
909163	280	-					
CNN615L6D	280	-					

11-EA	280	-					
1-EA	280	-					
1-EA	280	-					
BG02825931	280	-					
6-EA	280	-					
1-EA	280	-					
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8U30061	280	-					
FS76B2A015299	280	-					
FS76B25011954	280	-					
FS76B25011947	280	-					
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G554A27005520	280	1601					
G554A27005522	280	1601					
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MX10801888	280	1601					
SE00318278	280	1601					
BG02825844	2802	9999					
8U57964	2802	9999					
CNDXH01408	2802	2802	1100				
CNGXG27961	2802	2802	1100				
CNGXD42974	2802	2802	1100				
CNRXS60813	2802	-					
USBXS20724	2802	280	1100				

D6J458338	2802	-					
JPLGF08518	2802	-	1100				
CNN551814V9	2802	-					
JKDY189399	2802	-					
GS6Y261377	2802	-					
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83906554540	2802	-					
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BG02776907	2802	-					
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W250KN8ZB784	2802	2802					
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AIRMASTER	280	1601	1100				
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7 TOTAL	280	1601	1100				
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TOP AND BOTTOM	280	1601	1100	420.00			
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WORKSTATION				543.96			
TAN							
3213WB							
MQN7ET							
DHM72P							
DDFRXZ							
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ctioneer Net Proceeds	Pallet #	Lot No	Bid No



SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, Sec. 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, Sec. 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, Sec. 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, Sec. 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, Sec. 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, Sec. 1, 3, eff. June 18, 2003. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1233, Sec. 2, eff. June 15, 2007.

Acts 2009, 81st Leg., R.S., Ch. 931, Sec. 1, eff. September 1, 2009.

AI-31431 **10. O.**

CC CONSENT

Meeting Date: 04/24/2012

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the final year extension as provided under the current requirements agreement for "Turnkey Purchase of A New Records Management Software for Hidalgo County HIDTA Task Force", under the same rates, terms and conditions with Cardinal Tracking, Inc., (E-11-162-04-26) for the period of 04/27/2012-04/26/2013.

BACKGROUND

Cost for third Year of the Annual Software Maintenance in the amount of $3,041.10.

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 1254-412-00-270-014-0-336

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

BUDGETARY IMPACT:

Funds available as of 04/16/2012, refer to Req. #00214492

Attachments

Current Contract

backup

backup

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	04/10/2012 11:43 AM

Form Started By: Gricelda Villarreal Started On: 03/09/2012 11:22 AM

Final Approval Date: 04/10/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

E-11-162-04-26

April 5, 2011

Cardinal Tracking Inc.
C/O Steve Leushner
Lewisville, Tx 75057-6046

Re: C-10-049-04-27
"Turn-key Purchase of a New Records Management Software" for Hidalgo County HIDTA Task Force.

Dear Mr. Leushner:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the first of two (2), one (1) year extensions as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of April 19, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Friday, April 8, 2011, via facsimile to (956) 956-292-7612 or email to : cris.villarreal@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 4/13/11

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 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,

Hidalgo County Purchasing Department

cc:

department
auditors

REQUIREMENTS AGREEMENT
C-10-049-04-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **April 27, 2010** and between **CARDINAL TRACKING INC.** "("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **" Turn-key Purchase of a New Records Management Software,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products and Warranty") for a period one (1) year with the County's option to renew two (2) additional one (1) year terms based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase and/or license from Seller, and Seller agrees to sell and/or license to Buyer, all of the Products that Buyer may require for use by Buyer in **"Turn-key Purchase of a New Records Management Software"** in the areas of **Hidalgo County HIDTA Task Force** projects for a period of **one(1) year** commencing upon execution of contract, with the County's option to renew for two (2) additional one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agree that the Products will meet the specifications set forth in Exhibit "A" hereto. To the extent of any conflict between the terms of the Agreement and any other agreements offered or required by Seller for Buyer to license and/or purchase the Records Management Software, the terms of Agreement shall control.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by contractor to the location(s) in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon

thirty (30) days written notice at any time for any reason or no reason at all.

5. Seller shall license to Buyer the rights to utilize the Records Management Software by separate document(s). The terms of this Requirements Agreement, shall control over any conflicting terms of the Records Management Software License agreements.

6. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge

100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Cardinal Tracking Inc.
Attn: Steve Leushner
1825 Lakeway Dr. Suite 100
Lewisville, Tx 75057-6046

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the

provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, 4-27-10 .

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

HIDALGO COUNTY

By: _____

Rene A. Ramirez, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

CARDINAL TRACKING INC.

By: _____

Printed Name: Megan Mitchell

Title: Account Manager

Cost of Cardinal's Annual Software Maintenance

First Year of the Annual Software Maintenance and Support - Included : **NO CHARGE**

* Cost of the Second Year of the Annual Software Maintenance Agreement : **$ 3,041.10**

* Cost of the Third Year of the Annual Software Maintenance Agreement : **$ 3,041.10**

Note: Optional **24/7/365** Software Maintenance and Support is available on request by the Customer.

* Second and Third Year Cost of the Annual Software Maintenance Agreement is based on 18% of the SOFTWARE ONLY. See below for detail breakdown.

1	BADGE SE Police RMS Base System Pkg. Tier I	$ 4,995.00	$	4,995.00
15	BADGE SE Multi-User Licenses Tier 1	$ 295.00	$	4,425.00
1	BADGE SE Vehicle Maintenance Module Tier 1	$ 995.00	$	995.00
1	BADGE SE Warrants Module Tier 1	$ 995.00	$	995.00
1	PLIS SE Photo Lineup Imaging System Tier 1	$ 2,995.00	$	2,995.00
1	BADGE SE Enhanced Property Professional Software	$ 1,995.00	$	1,995.00
1	BADGE SE Enhanced Property - Cardinals Tracer Plus Professional Software	$ 237.00	$	237.00
1	BADGE SE Enhanced Property - Cardinal ODBC Link for Tracer Plus	$ 258.00	$	258.00
		Sub-Total Software Only :	**$**	**16,895.00**

ginning of the Second Year Annual Support Agreement is based on 18% of Software Only : 18%

Cost of the 2nd Year of Annual Software Maintenance Agreement : $ 3,041.10

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/5/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Diana Allred
Independent Insurance Group 3010 LBJ Freeway Ste. 920 Dallas TX 75234-7004	PHONE (A/C, No, Ext): 972-231-8277 FAX (A/C, No): E-MAIL ADDRESS: dianaa@indinsgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Co	
INSURER B : Hartford Fire Ins. Co.	
INSURER C : Twin City Fire Ins Co Co	29459
INSURER D : Sentinel Insurance Company	
INSURER E :	
INSURER F :	

INSURED

Cardinal Tracking Inc
1825 Lakeway Dr # 100
Lewisville TX 75057

COVERAGES **CERTIFICATE NUMBER:** 860960128 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY			46UUNPN2522	2/27/2012	2/27/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC							$
D	AUTOMOBILE LIABILITY			46UUNPN2522	2/27/2012	2/27/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			46RHUPN1646	2/27/2012	2/27/2013	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $ $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			46WEPO0972	2/27/2012	2/27/2013	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
B	Technology Liability			00TE025610610	2/27/2012	2/27/2013	Glitch Agg	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is included as additional insured on the general liability policy as required by written contract.

CERTIFICATE HOLDER

Hidalgo County
New Administration Building
2812 S Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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B. AI-26352 Self-Insured Workers' Comp. (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management in the amount of $58,457.32 for the period of April 01-15, 2011 and requesting approval of wire transfer.

approved

12. Purchasing Department:

A. AI-26355

Approval of the following with contractor Asago LLC dba Asago Construction for La Mesa Subdivision, Pct. No. 1 as submitted through project engineer TEDSI Infrastructure Group Inc. (C-CAP-10-357-12-13):

approved

1. Application for Payment No. 1 in the amount of $98,740.80;

2. Change Order No. 2 reflecting an increase totaling the amount of $1,200.00 due to addition on two driveways added by residents after surveying/completion of plans.

B. AI-26224

Requesting authority to exercise the first of two (2), one (1) year extensions as provided under the current requirements agreement for "Turn-key Purchase of a New Records Management Software for Hidalgo County HIDTA Task Force", under the same rates, terms and conditions with Cardinal Tracking, Inc. (C-10-049-04-27)

approved

C. AI-26240

Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc) as attached hereto for Hidalgo County "Lubricants (Grease Oil, Hydraulic fluids) & Anti Freeze"-RFB NO.: 2011-079-MEG

approved

D. AI-26261 Requesting authority to re-advertise the same procurement packet (approved by CC on 03-21-11) for "Hidalgo County-Purchase of Gravel Bedding Materials" in asmuch as no bids were received-new project No. 2011-128-05-25-YSI

approved

E. AI-26290

Approval of Application for Payment No. 4 (Final) in the amount of $59,151.60 from Total Commitment, LLC, contracted vendor for Aldamas I & II Subdivisions as reviewed and submitted by project engineer SAM Engineering & Surveying, Inc. (C-CAP-10-232-08-10).

approved

F. AI-26317

1. Auditor's Office:
Requesting authority to enter into an annual software renewal with

approved

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 9, 2012

Cardinal Tracking Inc.
C/O Steve Leushner
Lewisville, Tx 75057-6046

Via email: sleushner@cardinaltracking.com

Re: E-11-162-04-26
"Turn-key Purchase of a New Records Management Software" for Hidalgo County HIDTA Task Force.

Dear Mr. Leushner:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the final one (1) year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of March 27, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Monday, March 12, 2012, via facsimile to (956) 956-292-7612 or email to : cris.villarreal@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 4/4/2012

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 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,

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department
auditors

Cost of Cardinal's Annual Software Maintenance

First Year of the Annual Software Maintenance and Support - Included	NO CHARGE	
* Cost of the Second Year of the Annual Software Maintenance Agreement :	$	3,041.10
* Cost of the Third Year of the Annual Software Maintenance Agreement	$	3,041.10

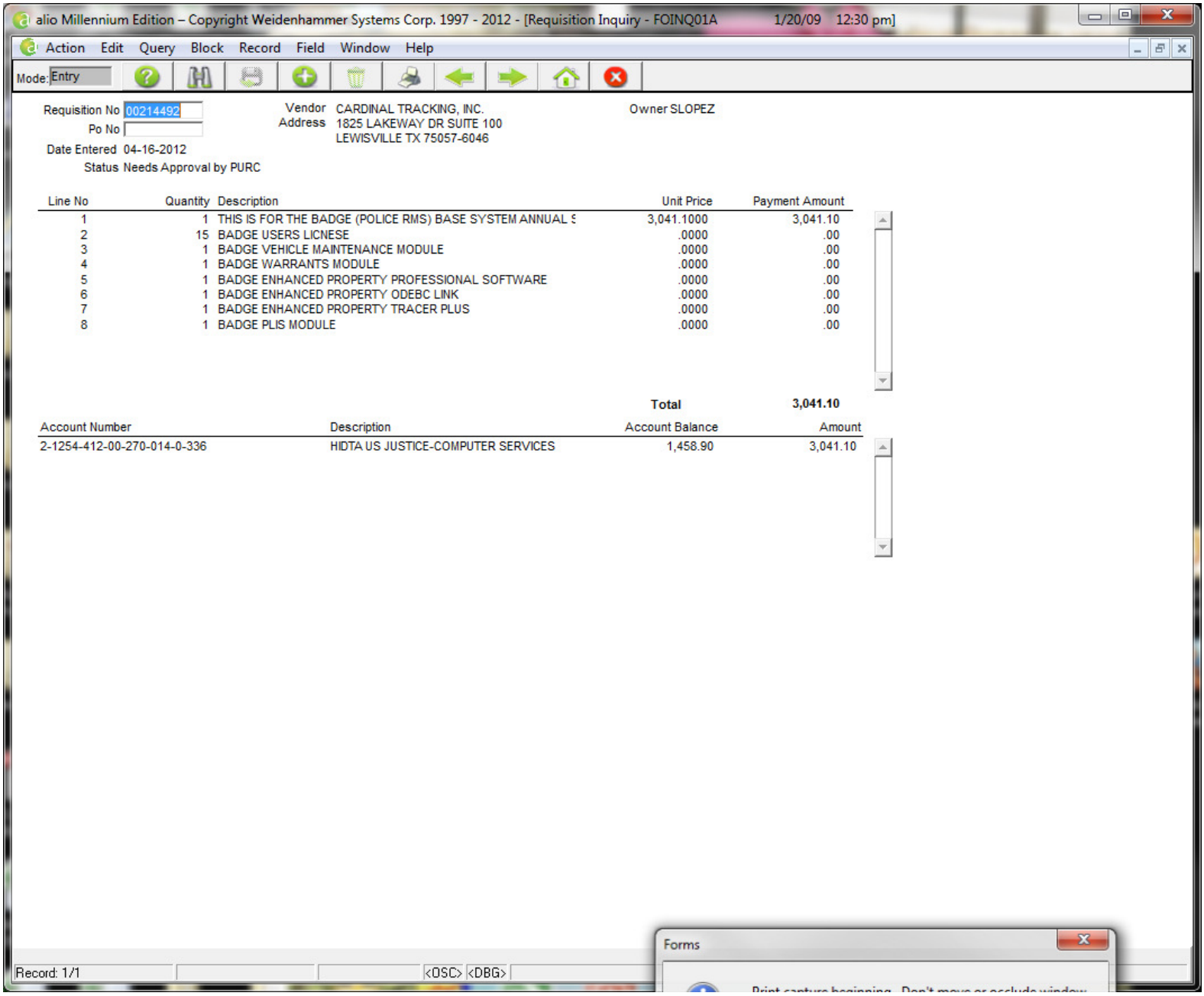
Note: Optional 24/7/365 Software Maintenance and Support is available on request by the Customer.

* Second and Third Year Cost of the Annual Software Maintenance Agreement is based on 18% of the SOf TW. RE ONLY See below for detail breakdown.

1	BADGE SE Police RMS Base System Pkg. Tier I	$	4,995.00	$ 4,995.00
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1	BADGE SE Enhanced Property - Cardinals Tracer Plus Professional Software	$	237.00	$ 237.00
1	BADGE SE Enhanced Property - Cardinal ODBC Link for Tracer Plus	$	258.00	$ 258.00
	Sub-Total Software Only :			**$ 16,895.00**

ginning of the Second Year Annual Support Agreement is based on 18% of Software Only : **18%**

Cost of the 2nd Year of Annual Software Maintenance Agreement : **$ 3,041.10**


alio Millennium Edition – Copyright Weidenhammer Systems Corp. 1997 - 2012 - [Requisition Inquiry - FOINQ01A 1/20/09 12:30 pm]
Action Edit Query Block Record Field Window Help
Mode: Entry
Requisition No 00214492
Po No
Date Entered 04-16-2012
Status Needs Approval by PURC
Vendor CARDINAL TRACKING, INC.
Address 1825 LAKEWAY DR SUITE 100
LEWISVILLE TX 75057-6046
Owner SLOPEZ
Line No Quantity Description Unit Price Payment Amount
1 1 THIS IS FOR THE BADGE (POLICE RMS) BASE SYSTEM ANNUAL S 3,041.1000 3,041.10
2 15 BADGE USERS LICNESE .0000 .00
3 1 BADGE VEHICLE MAINTENANCE MODULE .0000 .00
4 1 BADGE WARRANTS MODULE .0000 .00
5 1 BADGE ENHANCED PROPERTY PROFESSIONAL SOFTWARE .0000 .00
6 1 BADGE ENHANCED PROPERTY ODEBC LINK .0000 .00
7 1 BADGE ENHANCED PROPERTY TRACER PLUS .0000 .00
8 1 BADGE PLIS MODULE .0000 .00
Total 3,041.10
Account Number Description Account Balance Amount
2-1254-412-00-270-014-0-336 HIDTA US JUSTICE-COMPUTER SERVICES 1,458.90 3,041.10
Record: 1/1
<OSC> <DBG>
Forms

From: Nelda Olivarez
To: "Cris Villarreal"
Cc: Chris Yates; Sylvia Solis
Subject: RE: Renewal for Cardinal Tracking Inc.
Date: Friday, March 09, 2012 8:25:12 AM
Attachments: Transfer#3.pdf

Please proceed with the extension—please use account 2-1254-412-00-270-014-0-336 (see attachment)

Thank you,

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Thursday, March 08, 2012 4:56 PM
To: nelda.olivarez@co.hidalgo.tx.us
Subject: Renewal for Cardinal Tracking Inc.
Importance: High

Hello Ms. Nelda,
Just a reminder that the final renewal is coming up for the Records Management System with Cardinal Tracking Inc. The contract would be extended from April 27, 2012 thru April 26, 2013.

Please advise if you would like for me to proceed with the final extension of this contract so as to notify the vendor. I will also need budget account information for my agenda request.

Thank you,

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph.: (956) 318-2626 or (956) 292-7000 Ext.x 4867
Fax: (956) 292-7612
email: cris.villarreal@co.hidalgo.tx.us

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 9, 2012

Cardinal Tracking Inc.
C/O Steve Leushner
Lewisville, Tx 75057-6046

Via email: sleushner@cardinaltracking.com

Re: E-11-162-04-26
"Turn-key Purchase of a New Records Management Software" for Hidalgo County HIDTA Task Force.

Dear Mr. Leushner:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the final one (1) year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of March 27, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Monday, March 12, 2012, via facsimile to (956) 956-292-7612 or email to : cris.villarreal@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 4/4/2012

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 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,

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department
auditors

AI-31207 **10. P.**

CC CONSENT

Meeting Date: 04/24/2012

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 $29,407.50 from Homer Alvarez dba Alvarez Construction, contracted vendor for Morningside South Subdivision as reviewed and submitted by project engineer SAM Engineering and Surveying, Inc. (C-CAP-11-022-03-07).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-122-900-0-733

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

BUDGETARY IMPACT:

P.O.#660987

Attachments

Application for Payment No.4 Morningside South Subdivision

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Marcie Jackson Started On: 02/23/2012 03:27 PM

Final Approval Date: 04/17/2012

APPLICATION FOR PAYMENT 4

To: **Hidalgo County Precinct 2** (OWNER)
From: **Alvarez Construction, Homero Alvarez** (CONTRACTOR)
Project: **Morningside South Subdivision Road & Drainage Improvements**
Owner's Contract No.: **C-CAP-11-022-03-07** Engineer's Project No. _____
For Work accomplished through the date of: **January 22, 2012**

1. Original Contract Price:			$ 302,664.38
2. Net change by Change Order and Written Agreements(+or-):			$ -
3. Current Contract Price (1 plus 2):			$ 302,664.38
4. Total completed and stored to date:			$ 293,524.38
5. Retainage (per Agreement):			
10% of completed Work:	$ 29,352.44		
_____ of stored material	$ -		
Total Retainage:			$ 29,352.44
6. Total completed and stored to date less retainage (4 minus 5)			$ 264,171.94
7. Less previous Application for Payments:			$ 234,764.44
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)			$ 29,407.50

Accompanying Documentation:

REQ.# 197361 P.O.# 660987
2-1312-431-00-122-900-0-733→$32,675.00
<-3,267.50>=$29,407.50

02/23/2012

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 1-23-2012

ALVAREZ CONSTRUCTION
CONTRACTOR
By: Homero Alv

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 23rd day of January 2012

Norma Vera
Notary Public
My Commission expires: 3-10-2013

NORMA VERA
Notary Public, State of Texas
My Commission Expires
March 10, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

ENGINEER
By: Samuel P Maldonado

Exhibit E-C

INVOICE RECEIVED BY: _____ ON 2/8/12
GOODS/SERVICES RECEIVED BY: _____ ON 2/8/12

Homer Alvarez d/b/a Alvarez Construction	Contractor Name
July 10, 2011	Starting Date
October 8, 2011	Project Ending Date
10%	Retainage Percent

Application No:	4
Application Date:	February 2, 2012
Period To:	January 22, 2012
Engineer Firm:	SAM Engineerng & Surveying

$ 266,171.94 $293,524.38-$27,352.44
($20,000.00) Payment Pd. By Urban County
$ 246,171.94 Net Amount

Summary

CSJ#	PROJECT NAME	Original 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
3C1080900	Morningside South	$ 302,664.38	$ 20,000.00	$ 94,191.50	$ 146,657.88	$ 32,675.00	$ 293,524.38	$ 9,140.00	$ 27,352.44	$ 246,171.94	$ 216,764.44	$ 29,407.50
		$ 302,664.38	$ 20,000.00	$ 94,191.50	$ 146,657.88	$ 32,675.00	$ 293,524.38	$ 9,140.00	$ 27,352.44	$ 246,171.94	$ 216,764.44	$ 29,407.50

NOTE- APPLICATION FOR PAYMENT NO.1 WAS PAID OUT BY URBAN COUNTY PROGRAM
SEE CONTRACT.

ALVAREZ CONSTRUCTION	Contractor Name
7/10/2011	Starting Date
10/8/2011	Project Ending Date
MORNINGSIDE SOUTH SUBDIVISION	Engineer's / County Project Description

Application No.: 4
Application Date: 2/2/2012
Period To: 1/22/2012
Engineer's / County Project No.: C-CAP-11-022-03-07

					Original Schedule Value			Revised Schedule Value			First Month			Second Month			Third Month			Fourth Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ROADWAY																						
1	100	PREPARATION OF RIGHT-OF-WAY	STA	$ 840.00	23.82	$ 20,008.80	$ -	0.0	-	15.20	15.20	$ 12,768.00	8.62	23.82	$ 7,240.80	-	23.82	-	-	-	-	23.82	0.00	$ 0.00
2	152	6" ROAD GRADER WORK (DENS CONT)SUBGRA	SY	$ 2.00	10,196.0	$ 20,392.00	$ -	0.0	-	3616.00	3616.00	$ 7,232.00	6,580.00	10,196.00	$ 13,160.00	-	10,196.00	-	-	-	-	10,196.00	0.00	$ -
3	247	8" FLEX BASE (COMPL IN PLC) (TY-D GR6 CL3)	SY	$ 5.30	9,651.5	$ 51,152.95	$ -	0.0	-	0.00	0.00	$ -	4,899.00	4,899.00	$ 25,964.70	4,752.50	9,651.50	$ 25,188.25	-	-	-	9,651.50	0.00	$ -
4	260	LIME TREATMENT AT 3%	TONS	$ 200.00	86.0	$ 17,200.00	$ -	0.0	-	0.00	0.00	$ -	65.00	65.00	$ 13,000.00	21.00	86.00	$ 4,200.00	-	-	-	86.00	0.00	$ -
5	310	ASPH MATRL (MC-30)	GAL	$ 8.00	1,931.0	$ 15,448.00	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	1,931.00	1,931.00	$ 15,448.00	-	-	-	1,931.00	0.00	$ -
6	340	1 1/2" HOT MIX ASPHALT CONC. TYPE -D	SY	$ 6.75	8,287.5	$ 55,940.63	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	8,287.50	8,287.50	$ 55,940.63	-	-	-	8,287.50	0.00	$ -
7	500	MOBILIZATION	LS	$ 3,000.00	1.0	$ 3,000.00	$ -	0.0	-	0.00	0.00	$ -	1.00	1.00	$ 3,000.00	-	1.00	-	-	-	-	1.00	0.00	$ -
8	502	BARRICADES, SIGN AND TRAFFIC HANDLING	MO	$ 1,000.00	4.0	4,000.00	$ -	0.0	-	0.00	0.00	$ -	1.00	1.00	$ 1,000.00	3.00	4.00	3,000.00	-	-	-	4.00	0.00	$ -
		Total Roadway				**187,142.38**						**$ 20,000.00**			**$ 63,365.50**			**103,776.88**			**-**			$ 0.00
		DRAINAGE																						
9	529	CONC CURB & GUTTER (18"X12")	LF	$ 7.00	4,764.5	$ 33,351.50	$ -	0.0	-	0.00	0.00	$ -	2,268.00	2,268.00	$ 15,876.00	2,496.50	4,764.50	17,475.50	-	-	-	4,764.50	0.00	$ -
10	360	DRIVEWAY (CONCRETE)	SY	$ 25.00	851.5	$ 21,287.50	$ -	0.0	-	0.00	0.00	$ -	318.00	318.00	$ 7,950.00	533.50	851.50	13,337.50	-	-	-	851.50	0.00	$ -
11	467	SAFETY END TREATMENT	EA	$ 1,000.00	8.0	$ 8,000.00	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	8.00	8.00	8,000.00	-	-	-	8.00	0.00	$ -
12	467	TYPE "C" GRATE INLET	EA	$ 4,000.00	3.0	$ 12,000.00	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	-	-	-	3.00	3.00	$ 12,000.00	3.00	0.00	$ -
13	506	TEMP SEDMTCONT FENCE	LF	$ 1.50	4,795.0	$ 7,192.50	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	-	-	-	300.00	300.00	$ 450.00	300.00	4,495	$ 6,742.50
14	506	TEMP SEDMT CONT FENCE (REMOVE)	LF	$ 0.50	4,795.0	$ 2,397.50	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	-	-	-	-	-	$ -	-	4,795	$ 2,397.50
16	530	DRIVEWAY (ASPH CONC PAV) (PB-1)	SY	$ 8.00	508.5	$ 4,068.00	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	508.50	508.50	4,068.00	-	-	$ -	508.50	0.00	$ -
17	556	18" RCP STORM DRAIN CL III	LF	$ 35.00	200.0	$ 7,000.00	$ -	0.0	-	0.00	0.00	$ -	200.00	200.00	$ 7,000.00	-	200.00	-	-	-	$ -	200.00	0.00	$ -
18	556	72" RCP STORM DRAIN CL III	LF	$ 200.00	80.9	$ 16,180.00	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	-	-	-	80.90	80.90	$ 16,180.00	80.90	0.00	$ -
		TRENCH PROTECTION	LF	$ 50.00	80.9	$ 4,045.00	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	-	-	-	80.90	80.90	$ 4,045.00	80.90	0.00	$ -
		Total Drainage				**115,522.00**						**$ -**			**$ 30,826.00**			**42,881.00**			**$ 32,675.00**		0	$ 9,140.00
		TOTAL BASE AMOUNTS				**302,664.38**						**$ 20,000.00**			**$ 94,191.50**			**146,657.88**			**$ 32,675.00**	**$ -**		**$ 9,140.00**

Sam Maldonado
Print Name

2/8/2012
Date

Signature

Exhibit E-O