

AI-35550

2. A.

CC CONSENT

Meeting Date: 12/11/2012

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1342)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1342-423-00-280-036-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds are available as of 12/03/12--\$60.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/03/2012 12:13 PM
Budget & Management	Merlen P. Munoz	12/04/2012 11:43 AM
Veronica Ortiz	Veronica Ortiz	12/07/2012 02:14 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Emilia Uriegas		Started On: 12/03/2012 10:57 AM
	Final Approval Date: 12/07/2012	

DATE: November 20, 2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: CO2010A&B Sheriff Substation Pct. 1

ACCOUNT NUMBER: 2-1342-423-00-280-036-0-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
2-1342-423-00-280-036-0-711	Right-of-Way	➔	2-1342-423-00-280-036-0-720	Buildings	2.96
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
					\$2.96

REASON: To provide additional funding for Invoice # 02-SUPP-SO from Dos Logistics, Inc. for the design of water and electrical easements at Sheriff's Substation in Precinct 1.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-35564

2012 Intradep.(line item) Transfers 2. B.

CC CONSENT

Meeting Date: 12/11/2012

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. #: 2-1284-421-00-280-037-3-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds are available as of 12/4/12.

No local match is required

Attachments

LIT

Form Review

Inbox
Emilia Uriegas
Budget & Management
Purchasing Department

Reviewed By
Emilia Uriegas
Merlen P. Munoz
Angela Garcia

Date
12/04/2012 11:37 AM
12/05/2012 03:56 PM
12/07/2012 04:11 PM
Started On: 12/04/2012 11:06 AM

Form Started By: Maria Del Rosario Gonzalez

Final Approval Date: 12/07/2012

ATTEST COUNTY CLERK

AI-35452

2. C.

CC CONSENT

Meeting Date: 12/11/2012

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-

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/28/2012 03:02 PM
Budget & Management	Merlen P. Munoz	12/03/2012 01:05 PM
Veronica Ortiz	Veronica Ortiz	12/07/2012 02:12 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Myra Montoya		Started On: 11/28/2012 02:22 PM
	Final Approval Date: 12/07/2012	

DATE: 12/10/2012

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) NAME	AMOUNT
2-1100-421-00-280-001-0-	339- OTHER PROFESSIONAL SERVICES	➔	2-1100-421-00-280-001-0-	331- PHYSICIAN SERVICES	\$7,000.00
2-1100-421-00-280-001-0-	339- OTHER PROFESSIONAL SERVICES	➔	2-1100-421-00-280-001-0-	332- HOSPITAL SERVICES	\$6,000.00
TOTAL					\$13,000.00

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR PHYSICIAN AND HOSPITAL SERVICES FOR THE REMAINDER OF FISCAL YEAR.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-35620

2. D.

CC CONSENT

Meeting Date: 12/11/2012

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-

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/06/2012 03:10 PM
Budget & Management	Obdett Calzada	12/06/2012 04:40 PM
Veronica Ortiz	Veronica Ortiz	12/07/2012 02:22 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Myra Montoya		Started On: 12/06/2012 03:03 PM
	Final Approval Date: 12/07/2012	

DATE: 12/10/2012

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		AMOUNT
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT (OBJECT) NAME	
2-1100-421-00-280-001-0-	339- OTHER PROFESSIONAL SERVICES	➔	2-1100-421-00-280-001-0-	529- SURETY AND NOTARY BONDS
TOTAL				\$1,000.00

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR SHERIFF TREVINO SURETY BOND.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-35606

2. E.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: RENAN RAMIREZ

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: IT DEPARTMENT

Information

CAPTION

2012 - Justice Court Bldg Security (1245)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1245-412-00-060-002-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

available balance as of 12/06/12 - \$6,920.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/06/2012 10:23 AM
Veronica Ortiz	Veronica Ortiz	12/07/2012 02:30 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Angela Garcia		Started On: 12/06/2012 09:06 AM
	Final Approval Date: 12/07/2012	

AI-35417

2. F.

CC CONSENT

Meeting Date: 12/11/2012

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

2012 - Adult Probation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-423-00-320-034-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/27/2012.

Attachments

Tranfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/27/2012 09:10 AM
Ana Galvan	Ana Galvan	11/27/2012 04:18 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Diana Solis		Started On: 11/27/2012 08:40 AM
	Final Approval Date: 12/07/2012	

DATE: November 27, 2012

DEPARTMENT HEAD: Arnold K Patrick

DEPARTMENT NAME: Adult Probation - AIP

ACCOUNT NUMBER: 2-1100-423-00-320-034-0-

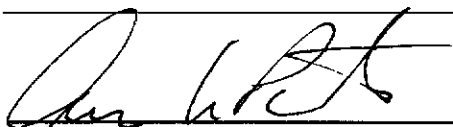
SUBJECT: **Budget Line-Item Transfer (s)**

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
2-1100-423-00-320-034-0-522	Vehicle Liability Insurance	→	2-1100-423-00-320-034-0-626	Gasoline	2,000.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
TOTAL					\$2,000.00

REASON: To cover the cost of fuel up to December 31, 2012.



DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

11
DATE

ATTEST COUNTY CLERK

AI-35414

2. G.

CC CONSENT

Meeting Date: 12/11/2012

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

2012 - Adult Probation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-423-00-320-034-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 12-07-2012

Attachments

Tranfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/27/2012 09:09 AM
Veronica Ortiz	Veronica Ortiz	12/07/2012 02:32 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Diana Solis		Started On: 11/27/2012 08:39 AM
	Final Approval Date: 12/07/2012	

DATE: November 27, 2012

DEPARTMENT HEAD: Arnold K Patrick

DEPARTMENT NAME: Adult Probation - AIP

ACCOUNT NUMBER: 2-1100-423-00-320-034-0-

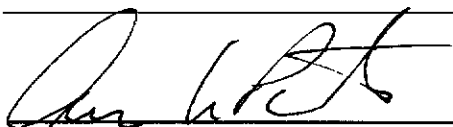
SUBJECT: Budget Line-Item Transfer (s)

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
2-1100-423-00-320-034-0-522	Vehicle Liability Insurance	→	2-1100-423-00-320-034-0-626	Gasoline	2,000.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
TOTAL					\$2,000.00

REASON: To cover the cost of fuel up to December 31, 2012.



DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-35649

2. H.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Facilities Mgmt.

Submitted By: Olga Garza, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - Facilities Mgmt. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-419-40-220-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 12/7/12.

Attachments

Intradept. Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/07/2012 02:53 PM
Ana Galvan	Ana Galvan	12/07/2012 03:12 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Olga Garza		Started On: 12/07/2012 02:27 PM
	Final Approval Date: 12/07/2012	

DATE: December 7, 2012

DEPARTMENT
HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Facilities Mgmt.

**ACCOUNT
NUMBER: 2-1100-419-40-220-001-0-XXX**

Contact Person: Olga Garza

Ph#: (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:
Intradepartmental transfer to cover necessary expenses.

DEPARTMENT HEAD SIGNATURE _____

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-35598

2. I.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Yvonne Ramon

Submitted By: Melanie Esparaza, ELECTIONS
DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2012 - Elections Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-414-00-130-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 12/07/2012.

Attachments

Elections LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/05/2012 04:53 PM
Ana Galvan	Ana Galvan	12/07/2012 02:24 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Melanie Esparaza		Started On: 12/05/2012 04:07 PM
	Final Approval Date: 12/07/2012	

AI-35582

2. J.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Roy Quintanilha

Submitted By: Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

2012 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-419-50-125-003-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 12/6/12.

Attachments

35582

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/05/2012 04:18 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Rosie Luna		Started On: 12/05/2012 11:50 AM
	Final Approval Date: 12/07/2012	

ATTEST COUNTY CLERK

AI-35615

2. K.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Damian Carranza

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: 332ND DISTRICT COURT

Information

CAPTION

2012 - 332nd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-412-00-006-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

AVAILABLE BALANCE AS OF 12/06/12 - \$654.05

Attachments

lit

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Angela Garcia

Date
12/06/2012 01:40 PM
12/07/2012 04:11 PM
Started On: 12/06/2012 11:41 AM

Form Started By: Angela Garcia

Final Approval Date: 12/07/2012

AI-35641

2. L.

CC CONSENT

Meeting Date: 12/11/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2012 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 12

ACCT. #: 2-1100-412-00-007-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds Available as of 12/7/12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/07/2012 11:54 AM
Glinda Pacheco	Glinda Pacheco	12/07/2012 01:50 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Monica Badillo		Started On: 12/07/2012 11:23 AM
	Final Approval Date: 12/07/2012	

DATE: December 7, 2012

DEPARTMENT

HEAD: Judge Noe Gonzalez

As per Ester Contreras

DEPARTMENT

NAME: 370th District Court

ACCOUNT

NUMBER: 2-1100-412-00-007-001-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
583	Out of County Travel	630	Food	600.00
TOTAL				600.00

REASON: To purchase meals for jurors during Capital Murder Case.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-35596

2. M.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Judge Israel Ramon

Submitted By: Glinda Pacheco, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-412-00-010-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 12/05/2012.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Merlen P. Munoz
Angela Garcia

Date
12/05/2012 04:51 PM
12/07/2012 04:11 PM
Started On: 12/05/2012 03:50 PM

Form Started By: Glinda Pacheco

Final Approval Date: 12/07/2012

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: December 4, 2012

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Management for 430th District Court

ACCOUNT NUMBER: 2-1100-412-00-010-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM: OBJECT CODE	OBJECT NAME	TO: OBJECT CODE	OBJECT NAME	AMOUNT
535	Postage	583	Travel Out of County	\$ 700.00
			TOTAL	\$ 700.00

Reason: Transfer is needed for Judge's travel to conference.

Department Head Signature

Approved Commissioners' Court

Date _____

Attest County Clerk

AI-35619

2012 Intradep.(line item) Transfers 2. N.

CC CONSENT

Meeting Date: 12/11/2012

Submitted By: Kimberly Echavarria,
J.P. 3, 1

Department: J.P. 3, 1

Information

CAPTION

2012 - Justice of the Peace Pct 3, Place 1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-412-00-065-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 12/07/2012.

Attachments

Final 2012 Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/06/2012 01:25 PM
Ana Galvan	Ana Galvan	12/07/2012 02:58 PM
Purchasing Department	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Kimberly Echavarria		Started On: 12/06/2012 01:11 PM
	Final Approval Date: 12/07/2012	

Justice of the Peace Pct. 3 Pl. 1

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON: The above \$358.00 is to be transferred to the designated object code(s) to cover expences for FY 2012 such as

Luis J. Garza

DEPARTMENT HEAD

	12/6/2012
APPROVED COMMISSIONERS' COURT	DATE

ATTEST COUNTY CLERK

AI-35617

2. O.

CC CONSENT

Meeting Date: 12/11/2012

Submitted By: Roy Cazares, DISTRICT
ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

2012 - District Attorney's Office (1100)

BACKGROUND

Monies will be used to pay for bills for the remainder of the year and order some police supplies for our newly hired investigators.

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-412-00-080-002-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 12-07-2012

Attachments

DAGF1206

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/06/2012 01:12 PM
Veronica Ortiz	Veronica Ortiz	12/07/2012 02:28 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Roy Cazares		Started On: 12/06/2012 11:46 AM
	Final Approval Date: 12/07/2012	

INTRA-DEPARTMENTAL TRANSFER

DATE: December 11, 2012
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 2-1100-412-00-080-002-0-XXX General Fund
Subject: Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
OBJECT CODE	ACCOUNT (OBJECT) NAME		OBJECT CODE	OBJECT NAME	AMOUNT
529	Surety & Notary Bonds	➔	442	Equipment & Vehicle Rental	\$ 170.00
581	Travel in County	➔	442	Equipment & Vehicle Rental	\$ 13.00
581	Travel in County	➔	631	Bottled Water	\$ 87.00
583	Travel Out of County	➔	631	Bottled Water	\$ 63.00
583	Travel in Out of County	➔	611	Police Supplies	\$ 500.00
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
		➔			\$ -
TOTAL					\$ 833.00

REASON: Monies will be used to pay for bills for the remainder of the year and order some police supplies for our newly hired investigators.



ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-35554

2. P.

CC CONSENT

Meeting Date: 12/11/2012

Submitted By: Jorge Flores, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2012 - Pct. #1 CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-100-466-00-121-050-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 12-07-2012

Attachments

2012 - Pct #1 CRC (1100)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/03/2012 12:00 PM
Veronica Ortiz	Veronica Ortiz	12/07/2012 02:27 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Jorge Flores		Started On: 12/03/2012 11:33 AM
	Final Approval Date: 12/07/2012	

MEETING REQUEST DATE: December 11, 2012

AI# 35554

JE-

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON: PREPARING FOR ANY PURCHASES THAT NEED TO BE MADE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-35551

2. Q.

CC CONSENT

Meeting Date: 12/11/2012

Submitted By: Pamela Hernandez, COMM. PCT.
#1

Department: COMM. PCT. #1

Information

CAPTION

2012 - Pct. #1 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-121-004-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 12-07-2012

Attachments

2012 - Pct#1 Admin (1200)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/03/2012 11:17 AM
Veronica Ortiz	Veronica Ortiz	12/07/2012 02:25 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Pamela Hernandez		Started On: 12/03/2012 11:00 AM
	Final Approval Date: 12/07/2012	

MEETING REQUEST DATE:

AGENDA#

JE#

DEPARTMENT NAME: PCT #1 ADMINISTRATION

ACCOUNT NUMBER: 2-1200-431-00-121-004-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON: NEEDED TO COVER FUTURE EXPENSES

DEPARTMENT HEAD SIGNATURE

NOE MONTEZ

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-35595

2. R.

CC CONSENT

Meeting Date: 12/11/2012

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

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. #2 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-122-006-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available \$35,120.37 as of 12/5/12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/05/2012 04:50 PM
Glinda Pacheco	Glinda Pacheco	12/06/2012 08:55 AM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Katia Garcia		Started On: 12/05/2012 03:46 PM
	Final Approval Date: 12/07/2012	

AI-35537

2. S.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Comm. J. Palacios

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. #4 CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-466-00-124-077-0-412

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

412 --> 601 \$88.02

412 --> 619 \$91.17

Funds available as of 11/30/12

Attachments

Pct 4 CRC LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/05/2012 03:11 PM
Veronica Ortiz	Veronica Ortiz	12/07/2012 02:13 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Veronica Lopez		Started On: 11/30/2012 02:56 PM
	Final Approval Date: 12/07/2012	

DATE: December 10, 2012

DEPARTMENT
HEAD: Comm. Joseph Palacios

2012

Intradepartmental Transfer

AI-35537

DEPARTMENT
NAME: Hidalgo County Precinct # 4- CRC

**ACCOUNT
NUMBER:** 2-1100-466-00-124-077-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
412	Pct 4 CRC- Cable/Satellite TV	601	Pct 4 CRC- Office & Computer Supplies	\$88.02
412	Pct 4 CRC- Cable/Satellite TV	619	Pct 4 CRC- Other Misc Supplies	\$91.17
TOTAL				\$179.19

REASON:
Transfer needed to fund office & computer supplies and other misc. supply needs.

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-35566

2. T.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Comm. J. Palacios

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. #4 Rd. Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-124-007-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 12/05/12

433 --> 664 \$1,362.92

613 --> 664 \$1,073.38

739 --> 664 \$335.70

739 --> 748 \$1,450.60

743 --> 748 \$2,035.75

671 --> 748 \$3,053.54

532 --> 748 \$2,000.00

442 --> 748 \$138.15

442 --> 603 \$126.96

601 --> 603 \$309.79

619 --> 679 \$511.46

609 --> 679 \$135.30

346 --> 679 \$730.00

630 --> 679 \$123.45

Attachments

LIT

Form Review

Inbox

Budget & Management

Auditor's Office

Form Started By: Veronica Lopez

Reviewed By

Merlen P. Munoz

Angela Garcia

Date

12/05/2012 03:58 PM

12/07/2012 04:11 PM

Started On: 12/04/2012 02:38 PM

Final Approval Date: 12/07/2012

DATE: December 10, 2012

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Pct 4- Rd. Maint

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

Contact Person: Veronica Lopez

Ph#: (956) 383-3112 Ext. 4019

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
433	Pct 4 Rd Maint- R&B R&M Service	664	Pct4 Rd Maint- Other Minor Equipment	\$1,362.92
613	Pct 4 Rd Maint- Safety Supplies	664	Pct4 Rd Maint- Other Minor Equipment	\$1,073.38
739	Pct4 Rd Maint- Other Structures	664	Pct4 Rd Maint- Other Minor Equipment	\$335.70
739	Pct4 Rd Maint- Other Structures	748	Pct4 Rd Maint- Other Equipment	\$1,450.60
743	Pct4 Rd Maint- Office Furniture & Equip	748	Pct4 Rd Maint- Other Equipment	\$2,035.75
671	Pct4 Rd Maint- Bldg & Other Struc R&M Sup	748	Pct4 Rd Maint- Other Equipment	\$3,053.54
532	Pct4 Rd Maint- Wireless Devices	748	Pct4 Rd Maint- Other Equipment	\$2,000.00
442	Pct4 Rd Maint- Equip & Vehicle Rentals	748	Pct4 Rd Maint- Other Equipment	\$138.15
442	Pct4 Rd Maint- Equip & Vehicle Rentals	603	Pct4 Rd Maint- Education/Instruction Supp	\$126.96
601	Pct4 Rd Maint- Office & Computer Supplies	603	Pct4 Rd Maint- Education/Instruction Supp	\$309.79
619	Pct4 Rd Maint- Other Misc Supplies	679	Pct4 Rd Maint- Other R&M Supplies	\$511.46
609	Pct4 Rd Maint- Agri & Landscaping Suppl	679	Pct4 Rd Maint- Other R&M Supplies	\$135.30
346	Pct4 Rd Maint- Hauling & Freight Services	679	Pct4 Rd Maint- Other R&M Supplies	\$730.00
630	Pct4 Rd Maint- Food	679	Pct4 Rd Maint- Other R&M Supplies	\$88.45
630	Pct4 Rd Maint- Food	664	Pct4 Rd Maint- Other Minor Equipment	\$35.00
TOTAL				\$13,387.00

REASON: Transfer needed to fund several Pct 4 Rd Maint expenditures.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-35568

2. U.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Comm. J. Palacios

Submitted By: Veronica Lopez, 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?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available as of 12/06/2012.

Attachments

Revised Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/05/2012 04:03 PM
Ana Galvan	Ana Galvan	12/06/2012 04:02 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Veronica Lopez		Started On: 12/04/2012 04:51 PM
	Final Approval Date: 12/07/2012	

DATE: December 10, 2012

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
Parks

ACCOUNT NUMBER: 2-1100-452-00-124-009-0-XXX

Contact Person: Veronica Lopez

Ph#: (956) 383-3112 Ext. 4019

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
432	Pct4 Parks- Equip & Veh R&M SRV	619	Pct4 Parks- Other Misc Supplies	\$678.19
540	Pct4 Parks- Advertising	619	Pct4 Parks- Other Misc Supplies	\$2,000.00
605	Pct4 Parks- Clothing & Uniforms	619	Pct4 Parks- Other Misc Supplies	\$1,596.20
532	Pct4 Parks- Wireless Devices	619	Pct4 Parks- Other Misc Supplies	\$300.00
532	Pct4 Parks- Wireless Devices	664	Pct4 Parks- Other Minor Equip	\$100.00
613	Pct4 Parks- Safety Supplies	664	Pct4 Parks- Other Minor Equip	\$1,000.00
622	Pct4 Parks- Electricity	664	Pct4 Parks- Other Minor Equip	\$3,000.00
720	Pct4 Parks- Buildings	679	Pct4 Parks- Other R&M Supplies	\$1,401.68
720	Pct4 Parks- Buildings	748	Pct4 Parks- Other Equipment	\$2,423.20
741	Pct4 Parks- Vehicles	748	Pct4 Parks- Other Equipment	\$6,442.00
890	Pct4 Parks- Other	748	Pct4 Parks- Other Equipment	\$1,153.98
626	Pct4 Parks- Gasoline/Diesel	748	Pct4 Parks- Other Equipment	\$1,000.00
661	Pct4 Parks- Minor Office Furniture and Equip	664	Pct4 Parks- Other Minor Equip	\$630.00
739	Pct4 Parks- Other Structures	411	Pct4 Parks- Water/Sewerage	\$829.35
TOTAL				\$22,554.60

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

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-35601

2. V.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Comm. J. Palacios

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. #4 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-124-005-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available as of 12/07/2012.

Attachments

Pct 4 Adm LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/06/2012 10:05 AM
Ana Galvan	Ana Galvan	12/07/2012 02:27 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Veronica Lopez		Started On: 12/05/2012 04:34 PM
	Final Approval Date: 12/07/2012	

Error generating Agenda Item PDF. Error Executing Database Query.

AI-35577

2. X.

CC CONSENT

Meeting Date: 12/11/2012

Submitted By: Rachel Cavazos, CONSTABLE
PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

2012 - Constable Pct. 3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-421-00-293-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 12/07/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/05/2012 11:34 AM
Ana Galvan	Ana Galvan	12/07/2012 02:19 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Rachel Cavazos		Started On: 12/05/2012 10:57 AM
	Final Approval Date: 12/07/2012	

AI-35655

3. A.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Sergio Cruz, BUDGET &
MANAGEMENT

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 Sanitation (1100):

Approval of interdepartmental transfer from Co. Wide Adm.-Contingency to Pct. 1 Sanitation in the amount of \$17,884.00 to fund disposal expenditure to RGV Donna Landfill for the period of 11/16/2012 thru 11/30/2012.

BACKGROUND

Attachments

Transfer

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Form Started By: Erika Zamora

Date

12/07/2012 04:11 PM

Started On: 12/07/2012 02:57 PM

Final Approval Date: 12/07/2012

DATE: December 11, 2012

DEPARTMENT HEAD: Sergio Cruz

2012

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct 1
Sanitation

ACCOUNT NUMBER: 2-1100-4XX-00-1XX-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	(17,884.00)
TO		
2-1100-432-00-121-001-0- 350	PCT 1 SANITATION OTHER SERVICES	17,884.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund disposal expenditures from RGV Donna Landfill invoice for the period of 11/16/12 thru 11/30/12.

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-35654

3. B.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Sergio Cruz, BUDGET &
MANAGEMENT

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 2 Sanitation (1100):

Approval of interdepartmental transfer from Co. Wide Adm.-Contingency to Pct. 2 Sanitation in the amount of \$40,000.00 to fund disposal and fuel expenditures.

BACKGROUND

Attachments

Transfer

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
12/07/2012 04:11 PM

Form Started By: Erika Zamora

Started On: 12/07/2012 02:52 PM

Final Approval Date: 12/07/2012

DATE: December 11, 2012

DEPARTMENT HEAD: Sergio Cruz

2012

Transfer



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

ACCOUNT NUMBER: 2-1100-4XX-00-1XX-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	(40,000.00)
TO		
2-1100-432-00-122-001-0- 421	PCT 2 SANITATION DISPOSAL	30,000.00
2-1100-432-00-122-001-0- 626	PCT 2 SANITATION GASOLINE/DIESEL	10,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund disposal and fuel expenditures.

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-35442

3. C.

CC CONSENT

Meeting Date: 12/11/2012

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

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 CO's 2010 (1342):

Approval of 2012 interdepartmental transfer within Certificate of Obligations Series 2010 A&B from program (039) to program (027) in the amount of \$180,000.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1342-431-00-122-XXX-X-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available \$675,996.18 as of 11/28/12

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/28/2012 01:05 PM
Roland Garcia	Rolando Garcia	12/06/2012 09:46 AM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Katia Garcia		Started On: 11/28/2012 10:46 AM
	Final Approval Date: 12/07/2012	

ATTEST COUNTY CLERK

AI-35650

3. D.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Sergio Cruz, BUDGET &
MANAGEMENT

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 3 Sanitation (1100):

Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Pct. 3 Sanitation in the amount of \$20,000.00 to fund disposal expenditures for the month of November 2012.

BACKGROUND

Attachments

Transfer

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
12/07/2012 04:11 PM

Form Started By: Erika Zamora

Started On: 12/07/2012 02:39 PM

Final Approval Date: 12/07/2012

DATE: December 11, 2012

DEPARTMENT HEAD: Sergio Cruz

2012

Transfer



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

ACCOUNT NUMBER: 2-1100-4XX-00-1XX-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	(20,000.00)
TO		
2-1100-432-00-123-001-0- 421	PCT 3 SANITATION DISPOSAL	20,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To fund disposal expenditures for the month of November.**

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-35659

3. E.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Rey Salazar

Submitted By: Manuel Chapa, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #4 (1200):

Approval of 2012 interdepartmental transfer within Pct# 4 from Rd Maint. (program 007) to FM 1017 (program 122) in the amount of \$138,827.64

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-124-007-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

2-1200-431-00-124-007-0-890-->2-1200-431-00-124-122-0-841

Funding available as of 12-7-12

Attachments

interdept transfer - 1200

Form Review

Inbox
Manuel Chapa (Originator)
Budget & Management
Auditor's Office

Reviewed By
Manuel Chapa
Obdett Calzada
Angela Garcia

Date
12/07/2012 04:06 PM
12/07/2012 04:10 PM
12/07/2012 04:11 PM
Started On: 12/07/2012

Form Started By: Manuel Chapa

Final Approval Date: 12/07/2012



AI-35573

3. F.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Comm. J. Palacios

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4 (1100):

Approval of 2012 interdepartmental transfer from Pct 4 Sanitation (Program 001) to Pct 4 Parks (Program 009) in the amount of \$1,235.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-4X2-00-124-00X-0-XXX

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

BUDGETARY IMPACT:

2-1100-432-00-124-001-0-XXX ---> 2-1100-452-00-124-009-0-439 \$1,235.00

Funds available as of 12/05/12

Attachments

Pct 4 Parks Interdept

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/05/2012 04:12 PM
Manuel Chapa	Manuel Chapa	12/06/2012 10:20 AM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Veronica Lopez		Started On: 12/05/2012 08:51 AM
	Final Approval Date: 12/07/2012	

DATE: December 10, 2012

DEPARTMENT HEAD: Comm. Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4

ACCOUNT NUMBER: 2-100-4X2-00-124-00X-0-XXX

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

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

2012
Transfer

AI-35573



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:		
2-1100-432-00-124-001-0-672	PCT4 Sanitation- Equip & Veh R&M Suppl	(726.30)
2-1100-432-00-124-001-0-432	PCT4 Sanitation- Equip & Veh R&M Srv	(328.70)
2-1100-432-00-124-001-0-607	PCT4 Sanitation- Hsehld & Janitorial Supp	(100.00)
2-1100-432-00-124-001-0-855	PCT4 Sanitation- Late Fees, Penalties	(80.00)
To:		
2-1100-452-00-124-009-0-439	PCT4 Parks- Other R&M Srv	\$1,235.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:
Transfer needed to cover irrigation water meter.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-35652

3. G.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Sergio Cruz, BUDGET &
MANAGEMENT

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. 1-5 (1100):

Approval of interdepartmental transfer from Co. Wide Adm.-Contingency to Constable Pct. 1-5 in the amount of \$49,496.00 to fund fuel expenditures.

BACKGROUND

Attachments

Transfer

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
12/07/2012 04:11 PM

Form Started By: Erika Zamora

Started On: 12/07/2012 02:45 PM

Final Approval Date: 12/07/2012

DATE: December 11, 2012

DEPARTMENT HEAD: Sergio Cruz

2012

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for
Constable Pct. 1-5

ACCOUNT NUMBER: 2-1100-4XX-00-XXX-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	(49,496.00)
TO		
2-1100-421-00-291-001-0- 626	CONSTABLE PCT 1 GASOLINE/DIESEL	3,623.00
2-1100-421-00-292-001-0- 626	CONSTABLE PCT 2 GASOLINE/DIESEL	3,493.00
2-1100-421-00-293-001-0- 626	CONSTABLE PCT 3 GASOLINE/DIESEL	20,406.00
2-1100-421-00-294-001-0- 626	CONSTABLE PCT 4 GASOLINE/DIESEL	15,894.00
2-1100-421-00-295-001-0- 626	CONSTABLE PCT 5 GASOLINE/DIESEL	6,080.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund fuel expenditures through year end. Note: Constable Pct. 4 is being funded from August-Dec 2012.

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-35651

3. H.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Sergio Cruz, BUDGET &
MANAGEMENT

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Facilities Management (1100):

Approval of interdepartmental transfer from Co. Wide Adm.-Contingency to Facilities Management in the amount of \$14,112.00 to fund fuel expenditures.

BACKGROUND

Attachments

Transfer

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
12/07/2012 04:11 PM

Form Started By: Erika Zamora

Started On: 12/07/2012 02:43 PM

Final Approval Date: 12/07/2012

DATE: December 11, 2012

DEPARTMENT HEAD: Sergio Cruz

2012

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Facilities Management

ACCOUNT NUMBER: 2-1100-41X-X0-XXX-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	(14,112.00)
TO		
2-1100-419-40-220-001-0- 626	FACILITIES MANAGEMENT GASOLINE/DIESEL	14,112.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund fuel expenditures

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-35656

3. I.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Sergio Cruz, BUDGET &
MANAGEMENT

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Visiting Judges (1100):

Approval of interdepartmental transfer from Co. Wide Adm.-Contingency to Visiting Judges in the amount of \$3,615.13 to fund visiting judge expenditures.

BACKGROUND

Attachments

Transfer

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
12/07/2012 04:11 PM

Form Started By: Erika Zamora

Started On: 12/07/2012 03:02 PM

Final Approval Date: 12/07/2012

DATE: December 11, 2012

DEPARTMENT HEAD: Sergio Cruz

2012

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Visiting Judges

ACCOUNT NUMBER: 2-1100-41X-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	(3,615.13)
TO		
2-1100-412-00-115-014-0- 121	VISITING JUDGES TEMP F/T EMPLOYEES	3,358.23
2-1100-412-00-115-014-0- 220	VISITING JUDGES FICA	256.90
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund visiting judges expenditures.

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-35580

4. A.

CC CONSENT

Meeting Date: 12/11/2012

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 12-11-12

Pct 2 & 4 Cert Plat & Utility Status 12-11-12

Pct 2 & 4 Water Service Availability 12-11-12

Pct 3 Cert Plat & Utility Status 12-11-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/05/2012 11:59 AM
Olga Garza	Olga Garza	12/06/2012 04:24 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Irma Castillo		Started On: 12/05/2012 11:36 AM
	Final Approval Date: 12/07/2012	

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	JOSE R. ALCALA	1-9482
	COMM. COURT: DECEMBER 11,2012	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 1 2 3 4

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

Application No: 1-9482

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 R. Alcala
Address: P.O. Box 104
Hargill Tx
Phone: 956-802-6883

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

Original Hargill Townsite lots 5, 6, 7, 8, B1A 20

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Jose R. Alcala
Requesting Party (Signature)

12/4/12
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:

12/05/12
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-9482

Oct. 30, 2012

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

H1200-00-120-0005-00

[1] OWNER: ALCALA, JOSE R.

PO BOX 104
HARGILL TX 78549

Telephone No.

[7] LEGAL DESC./NAME OF SUBDIVISION
HARGILL TOWNSITE LOT 5 THRU 8
BLK 120

LOCATION: 0 FM 493 & 10TH ST.

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: MOVED BUILDING

05-RESIDENTIAL MOVE-IN/RELO. BUILD

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

[5] SIZE OF STRUCTURE: 450 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: ☐ YES
☒ NO

[6] USE OF BUILDING: RES. ZONE X-05

Special Conditions: No construction allowed over any easements.

MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS

SETBACKS FRONT:25' REAR:15' SIDES:6'

MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

**FOR COUNTY USE ONLY
APPLICATION FEES**

Prepared by

Date

Jonathan Lidro
Approved by

Date

Signature of Owner or Applicant

Date

OTHER

TOTAL AMOUNT \$30.00

Light [X]

Water [X]

Flood Zone: NO

Panel No. /Suffix: 07500

Pct: 0

Community No.: 440034

Certification of Elevation

Required: ☐ YES ☒ NO ☐ BFE

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

[NOTICE]

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

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

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

WARRANTY DEED

Date: July 18, 2012

Grantor: MARIA ELENA LOPEZ, a widow

Grantor's Mailing Address: 1177 SE 11th Avenue
Ontario, Oregon 97914
Malheur County

Grantee: JOSE R. ALCALA

Grantee's Mailing Address: P. O. Box 104
Hargill, Texas 78549
Hidalgo County

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

Property (including any improvements):

All of Lots 5, 6, 7 and 8, Block 120, ORIGINAL TOWNSITE OF HARGIL, Hidalgo County, Texas, according to the map recorded in Volume 3, Pages 45-46, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

- a. Roadways and reservations as shown on the map of Original Townsite of Hargil, recorded in Volume 3, Pages 45-46, Map Records of Hidalgo County, Texas.
- b. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by American Life Insurance Company and others to W.E. Ponder, dated April 8, 1937, recorded in Volume 23, Page 363, Oil and Gas Records of Hidalgo County, Texas.
- c. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Rio Farms, Inc., a Texas Corporation to Getty Oil Company dated February 15, 1984, recorded in Volume 1951, Page 856, Official Records of Hidalgo County, Texas.
- d. Terms, stipulations and conditions contained in Memorandum of Seismic Option Agreement executed by Rio Farms, Inc. to Sanchez Oil and Gas Corporation, a Texas corporation, dated April 1, 2006, filed May 2, 2006 under Document Number 2006-1609973, Official Records of Hidalgo County, Texas.
- e. Terms, stipulations and conditions contained in Memorandum of Seismic Option Agreement executed by Rio Farms, Inc. to Sanchez Oil and Gas Corporation, a Texas corporation, dated April 1, 2006, filed July 26, 2006 under Document Number 2006-1643416, Official Records of Hidalgo County, Texas.
- f. Mineral and/or royalty reservation contained in deed dated May 21, 1975, recorded in Volume 1453, Page 205, Deed Records of Hidalgo County, Texas.
- g. Visible and apparent easements on or across the property herein described.
- h. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee all of Grantor's interest in the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and 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 when the claim is by, through, or under Grantor but not otherwise, except as to the reservations from conveyance and exceptions to conveyance and warranty.

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

Maria Elena Lopez
MARIA ELENA LOPEZ, a widow

{Certificate of Acknowledgment}

STATE OF OREGON

*

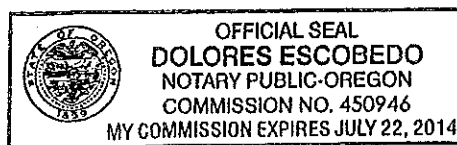
COUNTY OF MALHEUR

*

Before me, a notary public in and for the state of Oregon, on this day personally appeared MARIA ELENA LOPEZ, a widow, who proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7th day of August, 2012.

Dolores Escobedo
Notary Public, State of Oregon



PREPARED IN THE LAW OFFICE OF:
PRESTIA & ORNELAS
P. O. Box 876
Edinburg, Texas 78540-0876
(956) 383-6251

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Martin Villanueva Construction LLC	4-11951
2.	Gricelda Gonzalez	4-11950
3.	Maria C. Rubio	4-11948
	COMM. COURT: December 11, 2012	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 1 2 3 4

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

Application No: 4-11951

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: Martin Villanueva
Construction LLC

Address: Lot 166
1501 Wayne Dr
Edinburg TX

Phone: 956-686-7636

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

Water Supplier: North Alamo Water Supply

Utility Provider: ☒ M.V.E.C. ☐ AEP

Account/ESI No.: 67124-273
☒ Temporary Pole ☐ Permanent Service

regarding the land described as:

Lot 160 - Trenton Manor Unit 2 Phase 2, 1501 Wayne Dr,

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

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

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

(Date approved 10-17-08)

(verified by Marc [Signature])

(verified by [Signature])

(verified by [Signature])

(verified by [Signature])

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 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

Precinct 1 2 3 4

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

Application No: 4-11951

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

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

PARTY MAKING REQUEST:

Name: Martin Villanueva Construction

Address: 5804 N 23rd ST
McAllen TX 78504

Phone: 956-686-7636

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

Lot 160, Trenton Manor Unit 2 Phase 2

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X [Signature]
Requesting Party (Signature)

12-4-12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ☒ Deed
☐ Executory Contract
☐ Lease
☐ Rent Receipt
☐ Affidavit
☐ Other (describe) DMT

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

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

12/05/12
Date

[Signature]
County Official

COPY

**CHARGE TO: VLTC
GF #131543 (AR)**

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

WARRANTY DEED

Date: November 2, 2012

Grantor: SONIA ARCE, a single person

Grantor's Mailing Address (including county):

1412 Wayne Drive
Edinburg, Texas 78542
Hidalgo County

Grantee: MARTIN VILLANUEVA CONSTRUCTION, L.L.C., a Texas Limited Liability Company

Grantee's Mailing Address (including county):

5804 N. 23rd St.
McAllen, Texas 78504
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements):

All of Lot 160, TRENTON MANOR, UNIT NO. 2, PHASE II, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map recorded in Volume 41, Page 5-7, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations From and Exceptions to Conveyance and Warranty:

Restrictive Covenants dated October 9, 1982, recorded in Volume 1805, Page 324, Deed Records; Dated November 1, 2002, filed November 12, 2002 under Document Number 1139383, Official Records and Volume 41, Page 5, Map Records of Hidalgo County, Texas, but omitting any covenant

Warranty Deed

or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.

Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Trenton Manor Unit No. 2 Phase II, recorded in Volume 41, Page 5, Map Records of Hidalgo County, Texas.

Right of way easement in favor of Hidalgo County Irrigation District No. 2, as shown by instrument dated September 30, 1986, recorded in Volume 2348, Page 705, Official Records of Hidalgo County, Texas.

Right of way easement in favor of Hidalgo County Irrigation District No. 2, as shown by instrument dated September 30, 1986, recorded in Volume 2348, Page 712, Official Records of Hidalgo County, Texas.

Right of way easement in favor of Hidalgo County, as shown by instrument dated March 25, 1974, recorded in Volume 1400, Page 829, Deed Records of Hidalgo County, Texas.

Right of way easement in favor of Reliant Energy Field Services, Inc., as shown by instrument dated March 16, 1999, filed September 7, 1999 under Document Number 804515, Official Records of Hidalgo County, Texas.

Right of way easement in favor of Reliant Energy Field Services, Inc., as shown by instrument dated April 1, 1999, filed September 7, 1999 under Document Number 804510, Official Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated March 29, 1979, recorded in Volume 1363, Page 565, Deed Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated March 7, 2000, filed March 22, 2000 under Document Number 857035, Official Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Ila Mae Haddock, as Lessor, and Jerry L. Keshan, Inc., as Lessee, dated January 24, 1996, filed February 29, 1996 under Document Number 507079, Official Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Ila Mae Haddock, Trustee as Lessor, and Remora Oil Company, as Lessee, dated December 14, 1998, filed December 15, 1998 under Document Number 733015, Official Records of Hidalgo County, Texas. Ratification dated March 23, 1999, filed March 25, 1999 under Document Number 759095, Official Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Ila Mae Haddock, Individually and as Trustee as Lessor, and Samson Lone Star Limited Partnership, as Lessee, dated August 14, 2001, filed November 7, 2001 under Document Number 1023101, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated February 4, 2000, filed February 14, 2000 under Document Number 845943, Official Records of Hidalgo County, Texas.

Any part thereof lies within canal right of way claimed in fee simple by Hidalgo County Irrigation District No. 2.

Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

Taxes for the year 2012 and all subsequent years, the payment of which Grantee assumes.

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.

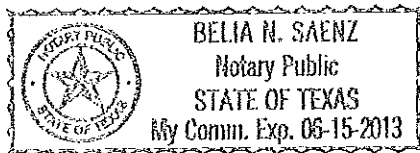
When the context requires, singular nouns and pronouns include the plural.

Sonia Arce
SONIA ARCE

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 8th day of November, 2012, by
SONIA ARCE.



[Signature]
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:
Ciro Ochoa, Jr.
2121 E. Griffin Parkway, Suite 16
Mission, Texas 78572
GF #131543/AR

AFTER RECORDING RETURN TO:
Martin Villanueva Construction, L.L.C.
5804 N. 23rd St.
McAllen, Texas 78504

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11951
Nov. 29, 2012

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

T6843-02-000-0160-00

[1] OWNER: VILLANUEVA, MARTIN

5804 N. 23RD
MCALLEN, TX. 78504

Telephone No. 686-7636

[7] LEGAL DESC./NAME OF SUBDIVISION
TRENTON MANOR UT 2 PH 2 LOT 160

[2] CONTRACTOR: SELF

LOCATION: 0 TRENTON & IRD

[3] WATER SYSTEM: N AL

[8] SEWAGE: EXIST

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

[9] CONSTRUCTION TYPE: BRIC

[5] SIZE OF STRUCTURE: 2,632 Sq. Ft.

[10] EST. COST OF CONST.: \$92,120

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

[11] SPECIAL FLOOD HAZARD AREA: ☒ YES
☐ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' SIDES 6' REAR 20'
MINIMUM ELEV. 18" ABOVE TOP OF STREET

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 04256 Pct: 4

Community No.: 430314

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.

Gina Alcala 11-29-12
Prepared by Date

Andy Ruiz 11-27-12
Approved by Date

Xcristian Ylls 11-29-12
Signature of Owner or Applicant Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 1 2 3 4

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

Application No: 4-11950
NOV. 29, 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:

Name: Gricelda Gonzalez

Address: 8609 Kenyon Rd
Edinburg TX 78542

Phone: 956-502-29-96

Approved by Environmental Health:	Temporary Service _____	Final Service <u>[Signature]</u>
Inspection/Permit No:	Authorized Signature _____	Authorized Signature <u>[Signature]</u>
Date Approved:	<u>1 / 1</u>	<u>11/29/12</u>

Water Supplier: N.A.W.S.C.

Utility Provider: ☐ J.M.V.E.C. ☐ AEP

Account/ESI No.: 10032789427638937
☐ Temporary Pole ☐ Permanent Service

regarding the land described as:

Vivian Las Vegas #2 Lot # 601, Mobile Home

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

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

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

(Date approved 01-20-09);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct 1 2 3 (4)

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

Application No: 4-11950

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: Gracelda Gonzalez

Address: 8609 Kenyon Rd

Phone: 956-502-29-96

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

Viva Las Vegas #2 Lot #61

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Gracelda Gonzalez
Requesting Party (Signature)

11-29-12
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:

11/29/12
Date

[Signature]
County Official

RE: Lot 61, Viva Las Vegas Subd Phase II , Hidalgo County, Texas, Doc No. 2039371, Official Rec Hid Cty tTX

NOTICE OF CONFIDENTIALITY RIGHTS

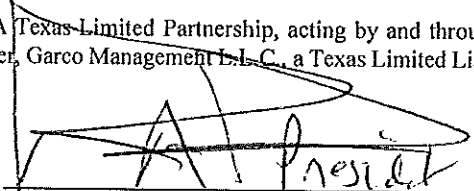
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Special Warranty Deed with Vendor's Lien

1. Date: March 28, 2011
2. Grantor: Garco, Ltd., A Texas Limited Partnership
3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539
4. Grantee: VILMA LORENA RODRIGUEZ AND GRICELDA GONZALEZ
5. Grantee's Mailing Address: 7847 Bermea Road, Edinburg, Hidalgo County, Texas 78542
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 Fifteen Thousand Nine Hundred and No/100ths Dollars (\$15,900.00) 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 Sixty-One (61) Viva Las Vegas Subdivision Phase II , Hidalgo County, Texas, as per map or plat thereof recorded in Instrument No. 2039371, Map Records of Hidalgo County, Texas,;
8. Reservations from 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 2011 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. **Right of First Refusal.** If Grantee desires to sell or otherwise transfer any interest in the property herein described, Grantor shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Upon Grantor's failure to meet such offer in writing within 30 days after written notice thereof from Grantor to Grantee, Grantee may sell the property to the third party in accordance with his offer.

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. 1963296, 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):
12. Special Warranty of Title: To have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.
13. Vendor's Lien: The vendor's lien against and superior title to the Property are retained until the note described above is fully paid according to its terms, at which time this deed will become absolute.
14. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**
15. Miscellaneous: When the context requires, singular nouns and pronouns include the plural.
16. Signature:

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

By: 

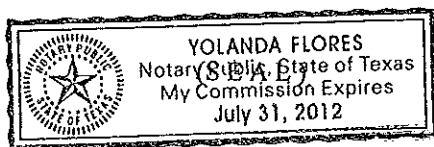
Richard A. Garza, President

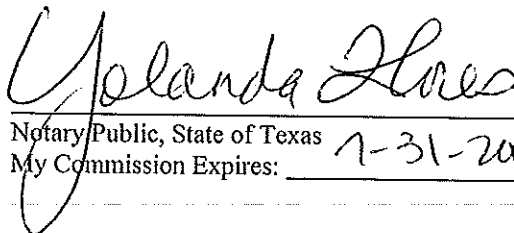
The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 28th day of March, 2011, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.




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

After Recording Return To:

GARCO, LTD
3910 W. Freddy Gonzalez
Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO:

4-11950

Nov. 29, 2012

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

V4358-02-000-0061-00

[1] OWNER: RODRIGUEZ, VILMA L.
GONZALEZ, GRICELDA
8609
EDINBURG, TX. 78542
Telephone No. 309-0658

[7] LEGAL DESC./NAME OF SUBDIVISION
VIVA LAS VEGAS #2 LOT 61

LOCATION: 0 2812 & DOOLITTLE

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: META

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

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

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

[11] SPECIAL FLOOD HAZARD AREA: YES
NO

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

Special Conditions: No construction allowed over any easements.

MUST COMPLY WITH REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 25' SIDE 6' REAR
15' . 18" ABOVE CNTR LINE OF ST.

FOR COUNTY USE ONLY APPLICATION FEES

OTHER

TOTAL AMOUNT \$60.00

Light []

Water []

Flood Zone: NO

Panel No. /Suffix: 0325 Pct: 4

Community No.: 480334

Certification of Elevation

Required: YES NO BFE

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

Prepared by

Date

Approved by

Date

Signature of Owner or Applicant

Date

[NOTICE]

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

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



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 1 2 3 ④

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

Application No: 4-110948

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: MARIA C. RUBIO

Address: 16851 E. FM 490
Edinburg TX 78542

Phone: (956) 207-9830

Approved by Environmental Health:	Temporary Service _____	Final Service
Inspection/Permit No:	Authorized Signature _____	Authorized Signature <u>Pre-Existing System</u>
Date Approved:	<u>1 / 1</u>	<u>12 / 4 / 12</u>

Water Supplier: Edinburg Water Supply

Utility Provider: ☐ M.V.E.C. ☒ AEP

Account/ESI No.: 10032789446401257
☐ Temporary Pole ☒ Permanent Service

regarding the land described as:

LA COMA HEIGHTS LOT #17

on Dec. 04, 2012, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

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

- ☒ A plat has been prepared;
- ☒ A plat has been reviewed and approved by the Commissioners Court;
- ☒ water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- ☒ an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- ☒ individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- ☒ electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 05-13-85);

(verified by Maria C. Rubio);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

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

Application No: 4-11948

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

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

PARTY MAKING REQUEST:

Name: MARIA C. RUBIO

Address: 16851 E. FM 490

Edinburg, TX 78542

Phone: (956) 207-9830

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

La Comar Heights Lot #17

STATUS OF PERSON OR ENTITY MAKING REQUEST:

☐ Subdivider

☒ Owner of lot in subdivision

☐ Resident of lot in a subdivision

☐ Entity that provides utility service

Maria C. Rubio
Requesting Party (Signature)

12-04-12
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:

12/05/12
Date

[Signature]
County Official

151 - WARRANTY DEED WITH VENDOR'S LIEN

TEXAS STANDARD FORM

The State of Texas,

County of Hidalgo

} Know All Men by These Presents:

That I, Artemio Olivarez

1757339

of the County of Hidalgo

State of Texas

for and in consideration

of the sum of Fourteen Thousand (\$14,000.00) and other good and valuable consideration; DOLLARS

to me paid, and secured to be paid, by MARIA CONCEPCION RUBIO, the receipt of which is hereby acknowledged and confessed, and additional as follows: ~~consideration in the execution of a Vendor's Lien Note in the principal sum of \$5,000.00 and payable as per the terms of said Note, which is secured by a Deed of Trust to J. Eric Pena, Trustee,~~

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

Maria Concepcion Rubio
whose mailing address is 15663 E. Mile 19 Road, in Edinburg
of the County of Hidalgo State of Texas

all that certain

tract or parcel of land situated in the County of Hidalgo, State of Texas, and described as follows:

All of Lot No. Seventeen (17), La Coma Heights Subdivision, Hidalgo County, Texas, according to map or plat of said Subdivision recorded in Volume 24, Page 140, of the Map Records of Hidalgo County, Texas SAVE AND EXCEPT all oil, gas and other minerals;

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

Maria Concepcion Rubio, her heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

Maria Concepcion Rubio, her

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

~~But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to~~

~~its face and tenor, effect and reading, when this deed shall become absolute.~~

I WITNESS my hand at Edinburg, Texas.

this 10th day of May, 2007.

Witness at request of Grantor:

Artemio Olivarez
Artemio Olivarez

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 10th day of May, 2007
by Artemio Olivarez.

My commission expires:

12/13/08

Notary Public, State of Texas
Notary's printed name



NORA ELIA CERDA
Notary Public, State of Texas
My Commission Expires
12-03-2008

Chapter 232 Texas LGC Application

APPLICATION NO:

4-11948

Nov. 28, 2012

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

L0755-00-000-0017-00

[1] OWNER: RUBIO, MARIA CONCEPCION

16851 E. F 490
EDINBURG, TX. 78542

Telephone No. 207-9830

[7] LEGAL DESC./NAME OF SUBDIVISION
LA COMA HEIGHTS LOT 17

[2] CONTRACTOR: SELF

LOCATION: 0 490 & BRUSHLINE

[3] WATER SYSTEM: N AL

[8] SEWAGE: EXIST *Pre-Existing*[4] PURPOSE OF APPLICATION: MOBILE HOMES
44- MOBILE HOMES

[9] CONSTRUCTION TYPE: WOOD

[5] SIZE OF STRUCTURE: 672 Sq. Ft.

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

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

[11] SPECIAL FLOOD HAZARD AREA: ☒ YES
☐ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' SIDE'S 6' REAR 15' FINISH FLOOR OF ELEV.
18" FROM STREET.

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____

TOTAL AMOUNT \$60.00

Light [X]

Water [X]

Flood Zone: NO

Panel No. /Suffix: *022513*

Pct: 4

Community No.: *4803321*

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.

Hoyl J. Castillo
Prepared by

11-28-12
Date

Ludy Rubio
Approved by

11-15-12
Date

Maria C. Rubio
Signature of Owner or Applicant

11-28-12
Date

[NOTICE]

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

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

	PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	Claudia Rodriguez	4-11943
	COMM. COURT: December 11, 2012	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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956-205-7045
956-205-7049

Precinct 1 2 3 4

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

Application No: 4-11943

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

Upon the application of:

Name: Claudia Rodriguez

Address: 3157 Rio Red Lane
Edinburg TX 78541

Phone: (956) 212-7887

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		48641
Date Approved:	/ /	12 / 4 / 12

Water Supplier: N/A

Utility Provider: ☐ M.V.E.C. ☒ LAEP

Account/ESI No.: 10032789453975985
☒ Temporary Pole ☐ Permanent Service

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

Ramseyer Gardens Lot#23 East 199 feet of West 522
feet of the South 50 feet. Lot#22 East 199 feet of the
West 522 feet of the North 50 feet
[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.~~

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

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956-205-7045
956-205-7049

Precinct 1 2 3 4

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

Application No: 4-11943

**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

Claudia E. Rodriguez Zuriga

Known to me [or proved to me in the oath of _____ 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:

Ramseyer Gardens Lot #23 East 199 feet of the West
522 feet of the South 50 feet Lot #22 East 199 feet of the
[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]
West 522 feet of the North 50 feet.

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."

Claudia E. Rodriguez Z. (Signature)

SUBSCRIBED AND SWORN TO before me on November 30th, 2012, to certify which, witnesses my hand and seal of office.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

X

Chapter 232 Texas LGC Application

APPLICATION NO:

4-11943

Nov. 27, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1304 S. 25th Ave
TEL 318-2840

EDINBURG TX 78539
FAX 318-2844

R0800-01-000-0022-00

[1] OWNER: GUERRERO, SERAFIN JR
C/O GUERRERO, JUAN
7220 TEX-MEX RD
EDINBURG, TX 78542

Telephone No. 451-0444

[7] LEGAL DESC./NAME OF SUBDIVISION
RAMSEYER GARDENS #1 E199'-W522
N50'-LOT 22 .23AC NET

LOCATION: 0 M.CRISTO & MCCOLL

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: SHAR

[9] CONSTRUCTION TYPE: BLOC

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

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

[5] SIZE OF STRUCTURE: 1,600 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: ☐ YES ☒ NO

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 25' SIDE 6'
REAR 15' . 18" ABOVE NATURAL GROUND

FOR COUNTY USE ONLY APPLICATION FEES

Prepared by [Signature] Date 11/27/12

OTHER _____
TOTAL AMOUNT \$30.00

Light [] Water []

Flood Zone: NO
Panel No. /Suffix: _____ Pct: 4

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.

Approved by [Signature] Date 11/27/12

Signature of Owner or Applicant [Signature] Date 11-27-12

[NOTICE]

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

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

WARRANTY DEED

738279

Date: JANUARY 6, 1998

Grantor: MANUEL VALENZUELA and wife, OPAL VALENZUELA

Grantor's Mailing Address (including county): 1203 N. Bryan, Lamesa, Dawson County, Texas 79331

Grantee: SERAFIN GUERRERO, JR., as his sole and separate property

Grantee's Mailing Address (including county): Rt. 16 Box 152-A, Edinburg, Hidalgo County, Texas 78539

7220 TEX-MEX RD.
EDINBURG, TX. 78542 207-1176 212-7887

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

Property (including any improvements):

A certain lot, tract or parcel of land situated in Hidalgo County, Texas, being more particularly described as the East 199 feet of West 522 feet of the South 50 feet of Lot 23, Ramseyer Gardens Subdivision, and the East 199 feet of the West 522 feet of the North 50 feet of Lot 22, Ramseyer Gardens Subdivision, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

- (1) Save and except any and all oil, gas and other minerals which have heretofore reserved by prior grantors.
- (2) Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District.
- (3) Property and building restrictions of record.
- (3) Visible and apparent easements on or across the subject property.
- (4) Taxes for the year 1998 and subsequent years not yet due and payable, and subsequent assessments for prior years due to change in land usage or ownership.

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

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

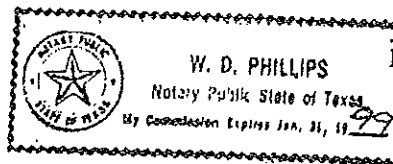
Manuel Valenzuela
MANUEL VALENZUELA

Opal Valenzuela
OPAL VALENZUELA

(Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF DAWSON §

This instrument was acknowledged before me on the 2 day of May, 1998, by MANUEL
VALENZUELA and OPAL VALENZUELA.



W. D. Phillips
Notary Public, State of Texas

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

On: Jan 08, 1999 at 09:53A

As a
Recording

Document Number: 738279
Total Fees: 11.00

Receipt Number - 193045
By,
Ninfa Saucedo

AFFIDAVIT

STATE OF TEXAS

§

§

COUNTY OF HIDALGO

§

BEFORE ME, the undersigned authority, on this day personally appeared Serafin Guerrero Jr

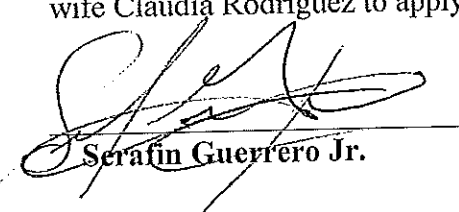
Known to me to be a credible person, who after being by me duly sworn, upon her oath, deposes and says;

I Serafin Guerrero Jr hereby authorize my brother Juan Guerrero and his wife Claudia Rodriguez to move and apply for a development application at the property located at 3157 Rio Rd Circle Edinburg Texas also legally described as

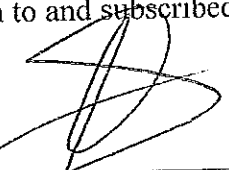
TRACT 1: RAMSEYER GARDENS #1 E199'-W522'-N50'-LOT 22 .23AC NET

TRACT 2: RAMSEYER GARDENS #1 E199'-W522'-S50'-LOT 23 .23AC NET

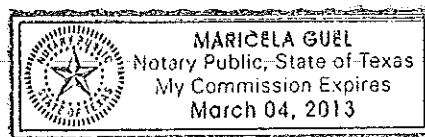
And to submit this application with the Hidalgo County Planning Department. With this affidavit, I am Indemnifying Hidalgo County and its employees should any negative consequences take place as a result of my authorization to allow Juan Guerrero and his wife Claudia Rodriguez to apply for a permit with Hidalgo County


Serafin Guerrero Jr.

Sworn to and subscribed before me on this the 29 day of September 2012.


NOTARY PUBLIC, STATE OF TEXAS

Notary Seal.



	PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	DAISY GARCIA	3-9931
2.	PEDRO FLORES	3-11737
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: DECEMBER 11, 2012	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Precinct 1 2 3 4

Application No: 3-9931

3-3-10

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Daisy Garcia

Address: 7326 1DA DRIVE
MISSION, TX
78572

Phone: (956) 467-3248

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		
Date Approved:	<u>1 1</u>	<u>11/12/12</u>

Water Supplier: NA

Utility Provider: ☐ M.V.E.C. ☒ AEP

Account/ESI No.: 100327894 66662717
☐ Temporary Pole ☒ Permanent Service

regarding the land described as:

Villa-Rama East Ph4 Lot 445

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

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

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

Sandra Cantu 11/29/12
Planning Department Authorized Signature

Hidalgo County Judge

ATTEST:

Hidalgo County Clerk

(Date approved 8/27/03);

(verified by Sandra Cantu)
Sandra Cantu

(verified by Sandra Cantu)
Sandra Cantu

(verified by Sandra Cantu)
Sandra Cantu

(verified by Sandra Cantu)
Sandra Cantu

Date

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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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:

39931
3-3-10

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

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

PARTY MAKING REQUEST:

Name: Daisy Garcia
Address: 7326 IDA DRIVE
MISSION, TX 78572
Phone: (956) 467-3248

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

Villa-Rama East Ph 4 Lot 445

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Daisy Garcia
Requesting Party (Signature)

11/29/12
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:

11/29/12
Date

Sandria Carter
County Official

WARRANTY DEED WITH VENDOR'S LIEN

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

THAT THE UNDERSIGNED, Rick Martin Individually and dba Villa Rama East, whose address is 7208 W. Expressway 83, Mission, Hidalgo County, Texas 78572, hereinafter referred to as "Grantor", for and in consideration for the sum of \$10.00 cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, and the further consideration of the execution and delivery by the grantee of that one certain promissory note of even date herewith in the principal sum of \$ 20,995.00 payable to the order of Grantor as therein specified providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained and is additionally secured by a deed of trust of even date herewith to Jack A. Martin, TRUSTEE, has Granted, sold, and CONVEYED and by these presents

does hereby GRANT, SELL and CONVEY unto

Daisy Garcia
whose address is P.O. Box 4878 Sullivan City
Hidalgo County, Texas 78595 herein
referred to as "Grantee", the real property (including any improvements) described as follows:

Lot 445 Villa Rama East Subdivision Phase 4
Hidalgo County, Texas

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

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

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

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

(27) Grantor expressly represents that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit: The purchase of the above described property.

EXECUTED this 2 day of Jan, 2009.

GRANTOR:

[Signature]
Villa-Rama East Subdivision a dba
of Rick Martin aka Richard A. Martin

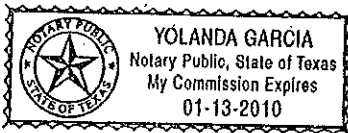
THE STATE OF TEXAS

§

COUNTY OF HIDALGO

§

The foregoing instrument was acknowledged before me on the 2 day of January, 2009, by Rick Martin and



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

MY COMMISSION EXPIRES:

01-13-2010

THE STATE OF TEXAS

§

COUNTY OF HIDALGO

§

The foregoing instrument was acknowledged before me on this the ___ day of _____, by _____ of _____, on behalf of said corporation.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

Chapter 232 Texas LGC Application

APPLICATION NO:

3-9931

Mar. 3, 2010

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

V3440-04-000-0445-00

[1] OWNER: GARCIA, DAISY
PO BOX 487

SULLIVAN CITY, TX 78595

Telephone No. 485-1012

[7] LEGAL DESC./NAME OF SUBDIVISION
VILLA-RAMA EAST PH 4 LOT 445
C-01

LOCATION: 7326 IDA-SHOWERS & EXP 83

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: OTHE

[9] CONSTRUCTION TYPE: BLOC

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

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

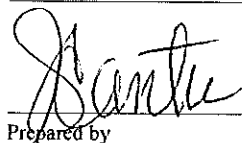
[5] SIZE OF STRUCTURE: 1,651 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: ☒ YES
☐ NO

[6] USE OF BUILDING: NEW RES ZONE C

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

FOR COUNTY USE ONLY APPLICATION FEES



Prepared by

3/3/10

Date

OTHER

TOTAL AMOUNT \$30.00

Light [X]

Water []

Flood Zone: NO

Panel No. /Suffix:

Pct: 3

Community No.:

Certification of Elevation

Required: ☐ YES ☒ NO ☐ BFE

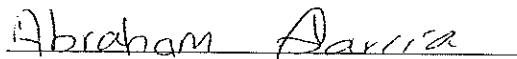
- A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures 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.

HG

Approved by

2/26/10

Date



Signature of Owner or Applicant

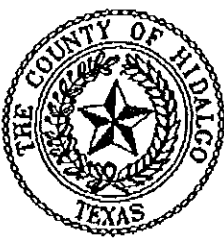
3/3/10

Date

[NOTICE]

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

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



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Precinct 1 2 3 4

Application No: 311737

9/28/11

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: Pedro Flores

Address: 7739 Ch. Luv. Ave. Rd
Mission TX 78572

Phone: 956-250-1477

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		<u>sewer</u>
Date Approved:	<u>1 / 1</u>	<u>11 / 3 / 12</u>

Water Supplier: NA

Utility Provider: ☐ J.M.V.E.C. ☒ AEP

Account/ESI No.: #10032789408438195
☐ Temporary Pole ☒ Permanent Service

regarding the land described as:

Villa Rama Est #5 Lot #519

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

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

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

[Signature]
Planning Department Authorized Signature

[Signature]
Hidalgo County Judge

ATTEST:

[Signature]
Hidalgo County Clerk

(Date approved 10/04/04;

(verified by Sandria Cantu);

(verified by Sandria Cantu);

(verified by Sandria Cantu);

(verified by Sandria Cantu);

[Signature]
Date

[Signature]
Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Precinct 1 2 3 4

Application No:

3-11737
9/28/11

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: Reto Flores

Address: 7739 Chihuahua Rd

Mission TX 78572

Phone: 956-250-1477

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

Villar Roma East #5 Lot 517

STATUS OF PERSON OR ENTITY MAKING REQUEST:

☐ Subdivider

☒ Owner of lot in subdivision

☐ Resident of lot in a subdivision

☐ Entity that provides utility service

Reto Flores
Requesting Party (Signature)

12-3-2012
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

☒ Deed

☐ Executory Contract

☐ Lease

☐ Rent Receipt

☐ Affidavit

☐ Other (describe)

copy of plat

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

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

12/3/12
Date

[Signature]
County Official

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS \$
COUNTY OF HIDALGO \$

KNOWN ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Rick Martin Individually and dba Villa Rama East, whose address is 7208 W. Expressway 83, Mission, Hidalgo County, Texas 78572, hereinafter referred to as "Grantor", for and in consideration for the sum of \$10.00 cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, and the further consideration of the execution and delivery by the grantee of that one certain promissory note of even date herewith in the principal sum of \$ 20,475.00 payable to the order of Grantor as therein specified providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained and is additionally secured by a deed of trust of even date herewith to Jack A. Martin, TRUSTEE, has Granted, sold, and CONVEYED and by these presents

does hereby GRANT, SELL and CONVEY unto Pedro Flores
whose address is 7739 Chihuahua Rd. Mission
Hidalgo County, Texas 78572 herein
referred to as "Grantee", the real property (including any improvements) described as follows:
Lot 519 Villa Rama East Subdivision Phase 5
Hidalgo County, Texas

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

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

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

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

and/or assigns, against every person whomsoever claiming or to claim the same or thereof when the claim is by, through or under the Grantor.
But it is expressly agreed that the Vendor's Lien as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereafter, when this deed shall become absolute, but not otherwise.

EXECUTED this 22 day of August, 2011.

GRANTORS:

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

AFTER RECORDING RETURN TO:

RAM INVESTMENTS
7208 W. EXPRESSWAY 03
MISSION, TEXAS 78572

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

And The foregoing instrument was acknowledge before me on the 11 day of August, 2011, by Rick Martin.

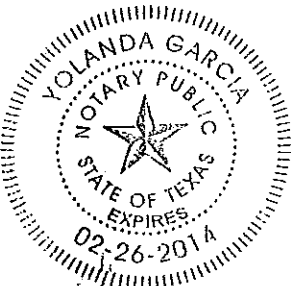
[Signature]
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY
Yolanda Garcia

MY COMMISSION EXPIRES:

02-26-14

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

Dated this the 22 day of August, 2011.



GRANTEE(S)

X [Signature]
X _____

Chapter 232 Texas LGC Application

APPLICATION NO:

3-11737

Sep. 28, 2011

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

V3440-05-000-0519-00

[1] OWNER: Flores, Pedro
MARTIN, RICK7739 CHICUAHAS RD
MISSION TX 78572-9526Telephone No. 432-4243 250-1477[7] LEGAL DESC./NAME OF SUBDIVISION
VILLA-RAMA EAST PH 5 Lot 519
ZONE C-01

LOCATION: 0 SHOWERS RD

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: OTHE

[9] CONSTRUCTION TYPE: BRIC

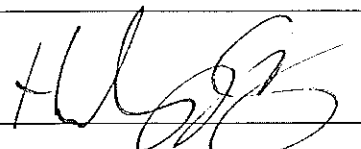
[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01-RESIDENTIAL NEW SINGLE DWELLING

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

[5] SIZE OF STRUCTURE: 1,723 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: ☐ YES
☐ NO

[6] USE OF BUILDING: RES NEW HOUSE

Special Conditions: No construction allowed over any easements.
F25 15 S6FOR COUNTY USE ONLY
APPLICATION FEES
Prepared by9/28/11
DateOTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: _____ Pct: 3

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.

R.C.
Approved by9/28/11
DatePedro Flores
Signature of Owner or Applicant9-28-2011
Date

[NOTICE]

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

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

AI-35590

5. A.

CC CONSENT

Meeting Date: 12/11/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY
DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Kebo Oil & Gas, Inc:

Said three inch (3")gas line to be bored underneath and crossing San Juan Road at the Southeast corner of Lot 98 of the San Juan Plantation Subdivision, Hidalgo County, Texas.

BACKGROUND

Attachments

Kebo Oil & Gas

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/05/2012 04:46 PM
Olga Garza	Olga Garza	12/06/2012 04:21 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Rebecca Gomez		Started On: 12/05/2012 02:18 PM
	Final Approval Date: 12/07/2012	

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 11th day of December, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

Kebo Oil & Gas, Inc. hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 3 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Said three inch (3") gas line to be bored underneath and crossing San Juan Road at the Southeast corner of Lot 98 of the San Juan Plantation Subdivision, Hidalgo County, Texas.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 3" gas line along the above described public road being conditioned that Permittee agrees that:

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

AI-35555

6. A.

CC CONSENT

Meeting Date: 12/11/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 plan hardship withdrawal request for employee #089761

BACKGROUND

Attachments

form

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Merlen P. Munoz
Angela Garcia

Date
12/03/2012 01:54 PM
12/07/2012 04:11 PM
Started On: 12/03/2012

Form Started By: Monica Badillo

Final Approval Date: 12/07/2012

**SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION**

Please print or type
Plan Name

457 Savings Plan

Participant

Address

Social Sec

SECTION

I understand

the withdraw

distributions

are under th

taxable as c

unless I an

expenses as

provided by law.

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

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

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

Hardship Requested \$ 5,000.00 Year-to-date deferrals

Total amount deferred since you initially joined the plan \$

Have you ever taken a hardship before? yes If so what was the amount taken \$ 500.00

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

PARTICIPANT SIGNATURE X

Date 12/3/12

SECTION II - Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X

Date

SECTION III - Distribution Procedure

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

Fax request to:
Simpkins & Associates
(972) 980-7133

AI-35466

7. A.

CC CONSENT

Meeting Date: 12/11/2012

Submitted By: Fred Zamarripa, TREASURER'S
OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

Approval of the Hidalgo County monthly investment report for September 2012 & October 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact.

Attachments

September2012

October2012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/29/2012 08:25 AM
Erika Zamora	Erika Zamora	12/07/2012 02:06 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Fred Zamarripa		Started On: 11/28/2012 04:35 PM
	Final Approval Date: 12/07/2012	

County of Hidalgo, Texas

Monthly Investment Report

For the month ending September 30, 2012

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with First National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending September 30, 2012 - **\$ 14,740.37**

2012	January	75,139.38
2012	February	52,445.12
2012	March	29,369.97
2012	April	429.89
2012	May	12,750.19
2012	June	3,059.61
2012	July	11,401.02
2012	August	27,878.60
2012	September	14,740.37
2012	October	
2012	November	
2012	December	
	Total	227,214.15



Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending September 30, 2012

FUND	BOOK VALUE	MARKET VALUE
Ending Values		
General	101,387,937.21	101,408,538.73
Special Revenue	18,400,000.00	18,403,780.82
Debt Service	5,035,600.00	5,036,281.61
Capital Projects	26,900,000.00	26,905,527.40
Proprietary	7,185,000.00	7,199,690.80
Trust & Agency	-	-
Total Ending Values	158,908,537.21	158,953,819.36
Beginning Values		
General	109,480,592.42	109,502,642.15
Special Revenue	20,400,000.00	20,404,158.25
Debt Service	4,717,000.00	4,717,267.50
Capital Projects	26,900,000.00	26,905,483.18
Proprietary	8,585,000.00	8,586,749.93
Trust & Agency	-	-
Total Beginning Values	170,082,592.42	170,116,301.01
Change in Values		
General	(8,092,655.21)	(8,094,103.42)
Special Revenue	(2,000,000.00)	(2,000,377.43)
Debt Service	318,600.00	319,014.11
Capital Projects	-	44.22
Proprietary	(1,400,000.00)	(1,387,059.13)
Trust & Agency	-	-
Total Change in Values	(11,174,055.21)	(11,162,481.65)
Weighted Average Maturity in Days		<u>1.17</u>
Interest Income Earned this Month		<u>14,740.37</u>
Overall Yield of Portfolio		<u>0.24%</u>
Interest Received this Month		<u>16,301.26</u>
Accrued Interest at the End of Month		<u>32,361.15</u>

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending September 30, 2012

09/30/12																
Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate *	Accrued Int in mth	Yield	Book Value	Market Value	Institution
Pool	Capital Project	---	73458579	01/25/12	10/01/12	250	250	1	26,900,000.00	26,900,000.00	0.25%	5,527.40	46,061.64	26,900,000.00	26,905,527.40	Texas CLASS
Pool	Debt Services	---	75118900	08/23/12	10/01/12	39	39	1	4,604,000.00	4,604,000.00	0.24%	908.19	1,180.64	4,604,000.00	4,604,908.19	Texas CLASS
Pool	Debt Services	---	75210379	09/04/12	10/01/12	27	27	1	431,600.00	431,600.00	0.23%	73.43	73.43	431,600.00	431,673.43	Texas CLASS
Pool	General Fund	1100	73670080	02/24/12	10/01/12	220	220	1	19,000,000.00	19,000,000.00	0.25%	3,904.11	28,630.14	19,000,000.00	19,003,904.11	Texas CLASS
Pool	General Fund	1100	73706319	02/29/12	10/01/12	215	215	1	80,000,000.00	80,000,000.00	0.25%	16,438.36	117,808.22	80,000,000.00	80,016,438.36	Texas CLASS
Pool	Motor Vehicle	1100	75218665	09/05/12	10/03/12	28	26	3	662,582.13	1,987,746.39	0.23%	108.55	116.90	662,582.13	662,690.68	Texas CLASS
Pool	Motor Vehicle	1100	75275172	09/11/12	10/10/12	29	20	10	726,010.98	7,260,109.80	0.23%	91.50	132.67	726,010.98	726,102.48	Texas CLASS
Pool	Motor Vehicle	1100	75335723	09/19/12	10/17/12	28	12	17	561,090.18	9,538,533.06	0.23%	42.43	99.00	561,090.18	561,132.61	Texas CLASS
Pool	Motor Vehicle	1100	75391051	09/25/12	10/24/12	29	6	24	438,253.92	10,518,094.08	0.23%	16.57	80.09	438,253.92	438,270.49	Texas CLASS
Pool	Proprietary	---	73417635	01/19/12	10/01/12	256	256	1	6,385,000.00	6,385,000.00	0.25%	1,311.99	11,195.62	6,385,000.00	6,386,311.99	Texas CLASS
Pool	Proprietary	2201	74137876	04/26/12	10/01/12	158	158	1	800,000.00	800,000.00	0.24%	157.81	831.12	800,000.00	800,157.81	Texas CLASS
Pool	Special Revenue	---	73505543	02/01/12	10/01/12	243	243	1	18,400,000.00	18,400,000.00	0.25%	3,780.82	30,624.66	18,400,000.00	18,403,780.82	Texas CLASS
TOTALS									158,908,537.21	185,825,083.33		32,361.15	236,834.13	158,908,537.21	158,940,898.36	

* (Average) with pools, investment rates change daily
--- indicates more than one account number for that fund

Avg. Yield
0.24%

WAM
1.17

County of Hidalgo, Texas

Monthly Investment Report

For the month ending October 31, 2012

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with First National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending October 31, 2012 - **\$ 35,096.70**

2012	January	75,139.38
2012	February	52,445.12
2012	March	29,369.97
2012	April	429.89
2012	May	12,750.19
2012	June	3,059.61
2012	July	11,401.02
2012	August	27,878.60
2012	September	14,740.37
2012	October	35,096.70
2012	November	
2012	December	
	Total	262,310.85



Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending October 31, 2012

FUND	BOOK VALUE	MARKET VALUE
Ending Values		
General	81,987,525.76	82,003,982.34
Special Revenue	18,400,000.00	18,403,750.58
Debt Service	5,035,600.00	5,036,583.65
Capital Projects	22,400,000.00	22,404,565.92
Proprietary	5,785,000.00	5,786,179.19
Trust & Agency	-	-
Total Ending Values	133,608,125.76	133,635,061.68
Beginning Values		
General	101,387,937.21	101,408,538.73
Special Revenue	18,400,000.00	18,403,780.82
Debt Service	5,035,600.00	5,036,281.61
Capital Projects	26,900,000.00	26,905,527.40
Proprietary	7,185,000.00	7,199,690.80
Trust & Agency	-	-
Total Beginning Values	158,908,537.21	158,953,819.36
Change in Values		
General	(19,400,411.45)	(19,404,556.39)
Special Revenue	-	(30.24)
Debt Service	-	302.04
Capital Projects	(4,500,000.00)	(4,500,961.48)
Proprietary	(1,400,000.00)	(1,413,511.61)
Trust & Agency	-	-
Total Change in Values	(25,300,411.45)	(25,318,757.68)
Weighted Average Maturity in Days		1.23
Interest Income Earned this Month		35,096.70
Overall Yield of Portfolio		0.23%
Interest Received this Month		40,805.98
Accrued Interest at the End of Month		26,935.92

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending October 31, 2012

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate	Accrued Int in mth	Yield	Book Value	Market Value	Institution
Pool	Capital Project	---	73438579	01/25/12	11/01/12	281	281	1	22,400,000.00	22,400,000.00	0.24%	4,565.92	41,387.84	22,400,000.00	22,404,565.92	Texas CLASS
Pool	Debt Services	---	75118900	08/23/12	11/01/12	70	70	1	4,604,000.00	4,604,000.00	0.23%	899.36	2,030.81	4,604,000.00	4,604,899.36	Texas CLASS
Pool	Debt Services	---	75210379	09/04/12	11/01/12	58	58	1	431,600.00	431,600.00	0.23%	84.31	157.74	431,600.00	431,684.31	Texas CLASS
Pool	General Fund	1100	73706319	02/29/12	11/01/12	246	246	1	80,000,000.00	80,000,000.00	0.24%	16,306.85	129,402.74	80,000,000.00	80,016,306.85	Texas CLASS
Pool	Motor Vehicle	1100	75518179	10/10/12	11/07/12	28	22	7	663,861.81	4,647,032.67	0.21%	84.03	106.95	663,861.81	663,945.84	Texas CLASS
Pool	Motor Vehicle	1100	75571078	10/16/12	11/14/12	29	16	14	478,518.22	6,699,255.08	0.21%	44.05	79.84	478,518.22	478,562.27	Texas CLASS
Pool	Motor Vehicle	1100	75628976	10/24/12	11/21/12	28	8	21	416,637.54	8,749,388.34	0.21%	19.18	67.12	416,637.54	416,696.72	Texas CLASS
Pool	Motor Vehicle	1100	75692510	10/31/12	11/28/12	28	1	28	428,508.19	11,998,229.32	0.21%	2.47	69.03	428,508.19	428,510.66	Texas CLASS
Pool	Proprietary	---	73417635	01/19/12	11/01/12	287	287	1	5,785,000.00	5,785,000.00	0.24%	1,179.19	10,917.01	5,785,000.00	5,786,179.19	Texas CLASS
Pool	Special Revenue	---	73505543	02/01/12	11/01/12	274	274	1	18,400,000.00	18,400,000.00	0.24%	3,750.58	33,150.25	18,400,000.00	18,403,750.58	Texas CLASS
TOTALS									133,608,125.76	163,714,505.41		26,935.92	217,369.31	133,608,125.76	133,635,061.68	

* (Average) with pools, investment rates change daily
--- indicates more than one account number for that fund

Avg. Yield
0.23%

WAM
1.23

AI-35424

8. A.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Michelle Mendoza

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to enter into one (1) "Homebuyer Assistance Program" Contract under the Home Program.

BACKGROUND

The applicant below has been found eligible to receive closing cost/down payment assistance under the Homebuyer Assistance Program. Approval is being requested to enter into contract with the following family:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
ALFONSO & CITLALI CIENFUEGOS	FY 2011/2012	\$10,000	USDA	LOT 120 RIO LARGO ESTATES PHASE III HIDALGO TX

All loan closing documents for the first lien have been reviewed and approved as to form by County legal counsel.

Attachments

Contract

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Merlen P. Munoz
Angela Garcia

Date
11/28/2012 09:05 AM
12/07/2012 04:11 PM
Started On: 11/27/2012 02:48 PM

Form Started By: Mary Flores

Final Approval Date: 12/07/2012

COUNTY OF HIDALGO
STATE OF TEXAS
URBAN COUNTY PROGRAM
HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this _____ day of _____ 2012, between the County of Hidalgo, State of Texas ("County") and Alfonso & Citlali Cienfuegos ("Owner").

Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at:

Lot 120 Rio Largo Estates Subdivision Phase III, Hidalgo, HIDALGO COUNTY TEXAS
more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

5. Owner agrees to provide, within ten (10) business days of the final loan closing, the Urban County Program with copies of the Lender's Note, Settlement Statement, Truth-in-Lending Disclosure, Property Deed and Property Insurance.

6. Owner agrees to execute all documents requested by County in order for County to obtain a valid second deed of trust lien on the Property.

7. OWNER UNDERSTAND AND AGREES THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR: (i) ANY ASPECT OF THE CONSTRUCTION OF THE RESIDENCE ON THE PROPERTY BEING PURCHASED BY OWNER, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK; AND/OR (ii) ANY DEFECTS IN OWNER'S TITLE TO THE PROPERTY.

8. County agrees to expend \$_____ ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

9. OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF FIVE (5) CONSECUTIVE YEARS FOLLOWING OWNER'S PURCHASE OF THE PROPERTY, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 9.

10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date

used in the Loan Documents, County will forgive Owner's outstanding HOMEBUYER ASSISTANCE Funds on the Repayment Date in an amount equal to the HOMEBUYER ASSISTANCE Funds.

FAILURE TO REPAY THE HOMEBUYER ASSISTANCE FUNDS IN ACCORDANCE WITH THIS CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS, MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.

11. Owner understands and agrees that if Owner sells the Property, within the period of affordability (five (5) years the beginning date used in the Loan Documents), through a voluntary or involuntary transfer, the County will recapture all or a portion of the direct subsidy provided to the homebuyer as provided in this paragraph.

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

- (i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;
- (ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;
- (iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;
- (iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and
- (v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is

required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

12. Owner understands and agrees that: (i) Owner agrees to continuously use the residence located on the property as Owner's principal residence for five (5) consecutive years following the beginning date used in the Loan Documents; and (ii) Owner agrees to honor any of its other obligations to County under the Homebuyer Contract or the Loan Documents; collectively. In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyer Assistance Program Contract then the entire face value of the funds are immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the funds will be due and payable and will incur a four percent (4%) interest per annum.

13. **THIS HOMEBUYER CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

DIANA R. SERNA

DIRECTOR

Alfonso Cienfuegos

Citlali Cienfuegos

(Jurat/Individual Acknowledgment)

<i>Steve Crain approved "as to form" September 2012</i>

STATE OF TEXAS §
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me Jose Ramon Molina ON THIS _____ day of _____, 2012.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me Lilian I Molina ON THIS _____ day of _____, 2012.

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me Diana R. Serna ON THIS _____ day of _____, 2012.

NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"

To a

Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY:

Lot 120 Rio Largo Estates Subdivision Phase III, Hidalgo, HIDALGO COUNTY TEXAS

Exhibit "B"

To a

Homebuyer Assistance Program Contract

Contract Agreement

Date 05/08/2012

THIS AGREEMENT entered into this day by and between:

Contractor, and Alonso Cifuentes owners, witness

The said contractor agrees to furnish all labor and material to build and complete certain improvements to the property located at

Address Hidalgo City Hidalgo County TX State

Lot 110 Block Large Estates Ph. 3 Addition

According to the following specifications:

Will build a brick veneer house living area _____ sq.ft. will have kitchen, den, living room _____ bedroom _____ and _____ bathrooms with ceramic tile around and a utility-storage room. Kitchen cabinets made of burch, Ash/Oak formica, and one stainless steel sink, Porch _____ sq.ft. All frame construction lumber #2 _____ sq.ft. or _____ garage _____ sq.ft. All stud 16" or 24" o.c. center ceiling 24" center ceiling joints 24" center roof 4x8 and 1/2 plywood comp. shingles wt 240, aluminum windows, entrance door solid 3" 6x8. Interior wood will be taped floated and one hand painted, walls, ceiling with 1/2 sheetrock, complete electrical wiring, plumbing, 30 gallon water heater, vinyl tile \$18.00 allowance or less, brick \$240 per 1000 allowance or less.

The company guarantees its materials and workmanship and will replace faulty materials and Workmanship free of charge for a period of 1 year from date.

Said materials and labor to cost 115,000.00 cost prices, payable as follows: This price is base upon 2100 sq ft total Area
(Cash if any) \$ _____, balance of \$ _____ payable in _____ equal
Monthly installments of \$ _____ which includes interest and is included in monthly payments.
First payments _____ days after completion of work.

All work will be done according to contract, nothing more, and nothing less.

It is specifically understood and agreed that title to the material furnish under this contract shall remain the property of the Contractor and its assigns until all payments required to be made Hereunder shall have been paid in full.

Upon completion of above works all undersign agree in execute and deliver to contractor, Their joint not in accordance with his (their) above obligation and a completion certificate as required by the contractor. Upon refusal to do so

Contractor may at this option declare the entire contract price or so much as then remains unpaid immediately due and payable. It is agreed that if permitted by law contractor shall be paid by the owner(s) all reasonable costs, attorney fees, and expenses in addition to the amount due and unpaid, that shall be incurred in enforcing the terms and conditions of this contract and/or any lien in connection therewith.

It is furthered agreed that this contract may be assigned by contractor; and also that the obligation hereof shall bring and apply to the heirs, successors or states of the parties.

The undersign warrant(s) that he is (they are) the owner(s) of the above mentioned premise and that legal title thereto stands of record in his (their) name(s).

PROVISO: This contract shall be void and of no effect if credit approval of owner(s) is refused.

Owner agrees that in the event of cancellation of this contract before work is started owner shall pay to contractor on demand twenty-five (25%) percent of the contract price as its stipulated damages for the breach and may fill in and date owners not for liquidated damages.

The owner hereby certifies that he has read this agreement, that the terms and conditions and the meaning thereon have been explained to him and that he fully understands them; that there is no understanding between the parties verbal or otherwise that contained in this agree and that the owner shall maintain no action on any new substituted be reduced in writing and signed by the company.

IN WITNESS WHEREOF, The parties herunto signed their names this 8 day of May 20 12

Dealer

Owner

By

Owner

5/8/2012

AI-35454**8. B.****CC CONSENT****Meeting Date:** 12/11/2012

Submitted For: Eric Trevino

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information**CAPTION**

Request for approval of two (2) applicants in the City of Mercedes and one (1) in the City of Alamo under the HOME Owner-Occupied 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
Natalia Rodriguez Deferred Loan – Elderly Reconstruction	ME 50-11-02	Mercedes Precinct # 1	HOME 2011	All of Lot 4, Block 4 GARDEN SUBDIVISION city of Mercedes Hidalgo County Texas.
Margarita Gamez Deferred Loan - Elderly Reconstruction	ME 50-11-03	Mercedes Precinct # 1	HOME 2011	All of Lot 11, Block 68 ORIGINAL TOWNSITE OF MERCEDES Hidalgo County Texas.
Roberto Sanchez Deferred Loan - Elderly Reconstruction .	AM 05-11-01	Alamo Precinct # 1	HOME 2011	All of Lot 1, Section 1 NORTH ALAMOHEIGHTS Subdivision, City of Alamo 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.

AttachmentsRodriguez Gamez Sanchez**Form Review**

Inbox
Budget & Management
Auditor's Office

Reviewed By
Merlen P. Munoz
Angela Garcia

Date
11/28/2012 04:43 PM
12/07/2012 04:11 PM
Started On: 11/28/2012 02:36 PM

Form Started By: Mary Flores

Final Approval Date: 12/07/2012

Housing Rehab Program

ENTITY: Mercedes

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

FUNDING YEAR: HOME 2011

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since February 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:

Margarita Gamez	Family of one (1)	
	Applicant's age	63
	Title Search:	No Abstract & Liens
	Flood Zone:	No – Zone B
	Insurance:	N/A
	Structures:	1
	Taxes:	current
	Assets & Deposits:	N/A
	Debt to Income Ratio:	N/A
	Pay Back:	No - Deferred Loan- Disabled
	Number of Bedrooms:	2
	Square Feet:	1030
	Total annual household income:	\$ 10,020.00
	HUD Income Limits (family of 1):	\$ 27,650.00

Existing Dwelling: 2 bedrooms frame home, built in 1985

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: Alamo

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

FUNDING YEAR: HOME 2011

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since August 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:

Roberto Sanchez	Family of one (2)	
Belen Sanchez	Applicants' ages 73, spouse 68	
	Title Search:	No Abstract & Liens
	Flood Zone:	No – Zone B
	Insurance:	N/A
	Structures:	1
	Taxes:	current
	Assets & Deposits:	N/A
	Debt to Income Ratio:	N/A
	Pay Back:	No - Deferred Loan- Disabled
	Number of Bedrooms:	2
	Square Feet:	1030
	Total annual household income:	\$ 13,368.00
	HUD Income Limits (family of 2):	\$ 31,600.00

Existing Dwelling: 4 bedrooms frame home, built in 1982

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: Mercedes

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

FUNDING YEAR: HOME 2011

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since August 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:

Natalia Rodriguez

Family of one (1)	
Applicant's age	83
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone B
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan- Disabled
Number of Bedrooms:	2
Square Feet:	1030
Total annual household income:	\$ 8,622.00
HUD Income Limits (family of 1):	\$ 27,650.00

RECOMMENDATION:

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

AI-35605

9. A.

CC CONSENT

Meeting Date: 12/11/2012

Submitted By: Ivan Cantu, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

General Fund Salary Sweep (1100):

Approval to sweep salaries, allowances & fringes from various departments to the Countywide Administration-Contingency account.

BACKGROUND

Attachments:

Obj. 113 Salaries Sweep

Obj. 115 Longevity Pay Sweep

Obj. 211 Health Insurance Sweep

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: General Fund

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Please refer to salaries, allowances and fringes sweep analysis as of 12-7-12. Funds available as of 12-7-12.

Attachments

Obj. 115 Longevity Pay Sweep

Obj. 211 Health Insurance Sweep

Obj. 113 Salary Sweep

Form Review

Inbox
Ivan Cantu (Originator)
Budget & Management
Erika Zamora
Sylvia Solis
Auditor's Office

Reviewed By
Ivan Cantu
Obdett Calzada
Obdett Calzada
Sylvia Solis
Angela Garcia

Date
12/06/2012 09:52 AM
12/06/2012 10:17 AM
12/07/2012 09:38 AM
12/07/2012 03:50 PM
12/07/2012 04:11 PM

Form Started By: Ivan Cantu

Started On: 12/06/2012 09:03 AM

Final Approval Date: 12/07/2012

Hidalgo County

Department of Budget & Management

LONGEVITY PAY SWEEP, OBJ. 115
AS OF DECEMBER 7, 2012

Account No.	Obj. Code	Account Description	Actual Longevity Pay Expenditures (Regular Emp)	Estimated Expenditures (Regular Emp) 3 PP	Total Estimated Expenditures for Year-End	Longevity Pay Available Balance as of 12/7/12 (Obj. 115)	Estimated Longevity Pay Lapsed Amount (Obj. 115)
2-1100-412-00-009-003-0-	115	INDIGENT DEFENSE-LONGEVITY PAY	150.00	450.00	450.00	452.06	(2.06)
2-1100-412-00-031-001-0-	115	MASTER CRT-LONGEVITY PAY	75.00	225.00	225.00	225.00	0.00
2-1100-412-00-032-001-0-	115	MASTER CRT II-LONGEVITY PAY	62.50	187.50	187.50	187.50	0.00
2-1100-412-00-045-001-0-	115	AUXILIARY CRT-LONGEVITY PAY	107.50	322.50	322.50	710.00	(387.50)
2-1100-412-00-061-001-0-	115	JP PCT 1/PL 1-LONGEVITY PAY	105.00	315.00	315.00	314.25	0.75
2-1100-412-00-062-001-0-	115	JP PCT 1/PL 2-LONGEVITY PAY	65.00	195.00	195.00	199.50	(4.50)
2-1100-412-00-063-001-0-	115	JP PCT 2/PL 1-LONGEVITY PAY	115.00	345.00	345.00	347.03	(2.03)
2-1100-412-00-064-001-0-	115	JP PCT 2/PL 2-LONGEVITY PAY	12.50	37.50	37.50	37.50	0.00
2-1100-412-00-065-001-0-	115	JP PCT 3/PL 1-LONGEVITY PAY	37.50	112.50	112.50	112.50	0.00
2-1100-412-00-066-001-0-	115	JP PCT 3/PL 2-LONGEVITY PAY	15.00	45.00	45.00	45.00	0.00
2-1100-412-00-067-001-0-	115	JP PCT 4/PL 1-LONGEVITY PAY	97.50	292.50	292.50	292.50	0.00
2-1100-412-00-068-001-0-	115	JP PCT 4/PL 2-LONGEVITY PAY	45.00	135.00	135.00	138.09	(3.09)
2-1100-412-00-069-001-0-	115	JP PCT 5/PL 1-LONGEVITY PAY	87.50	262.50	262.50	262.50	0.00
2-1100-412-00-080-002-0-	115	CRIM DA-LONGEVITY PAY	4,644.11	13,932.33	13,932.33	13,623.45	308.88
2-1100-412-00-090-001-0-	115	DIST CLERK-LONGEVITY PAY	595.00	1,785.00	1,785.00	3,379.47	(1,594.47)
2-1100-412-30-085-003-0-	115	PUBLIC DEFENDER-LONGEVITY PAY	102.50	307.50	307.50	692.17	(384.67)
2-1100-413-00-110-006-0-	115	CO JUDGE-LONGEVITY PAY	35.00	105.00	105.00	75.00	30.00
2-1100-413-00-125-001-0-	115	EXECUTIVE OFFICE-LONGEVITY PAY	120.00	360.00	360.00	363.51	(3.51)
2-1100-414-00-130-001-0-	115	ELECTIONS DEPT-LONGEVITY PAY	122.50	367.50	367.50	373.97	(6.47)
2-1100-415-00-200-001-0-	115	INFO TECH DEPT-LONGEVITY PAY	282.50	847.50	847.50	1,415.52	(568.02)
2-1100-415-14-115-001-0-	115	DBM-BUDGET DIV-LONGEVITY PAY	219.16	657.48	657.48	1,059.02	(401.54)
2-1100-415-15-140-001-0-	115	TAX OFF-LONGEVITY PAY	2,596.92	7,790.76	7,790.76	13,056.91	(5,266.15)
2-1100-415-16-150-001-0-	115	CO TREASURER-LONGEVITY PAY	207.50	622.50	622.50	622.50	0.00
2-1100-415-18-160-001-0-	115	PURCHASING-LONGEVITY PAY	617.50	1,852.50	1,852.50	4,041.25	(2,188.75)
2-1100-415-40-180-001-0-	115	CO CLERK-LONGEVITY PAY	753.12	2,259.36	2,259.36	3,102.91	(843.55)
2-1100-415-50-190-002-0-	115	HUMAN RESOURCES-LONGEVITY PAY	137.50	412.50	412.50	412.50	0.00
2-1100-419-10-210-001-0-	115	PLANNING DEPT-LONGEVITY PAY	217.50	652.50	652.50	742.50	(90.00)
2-1100-419-40-220-001-0-	115	FACILITIES MGMT-LONGEVITY PAY	1,429.12	4,287.36	4,287.36	3,805.76	481.60
2-1100-419-50-125-003-0-	115	SAFETY-LONGEVITY PAY	292.50	877.50	877.50	877.50	0.00
2-1100-421-00-125-011-0-	115	TX DPS-LONGEVITY PAY	35.00	105.00	105.00	542.50	(437.50)
2-1100-421-00-280-001-0-	115	SHERIFF-LONGEVITY PAY	6,676.86	20,030.58	20,030.58	29,480.38	(9,449.80)

Hidalgo County

Department of Budget & Management

LONGEVITY PAY SWEEP, OBJ. 115
AS OF DECEMBER 7, 2012

Account No.	Obj. Code	Account Description	Actual Longevity Pay Expenditures (Regular Emp)	Estimated Expenditures (Regular Emp) 3 PP	Total Estimated Expenditures for Year-End	Longevity Pay Available Balance as of 12/7/12 (Obj. 115)	Estimated Longevity Pay Lapsed Amount (Obj. 115)
2-1100-421-00-291-001-0-	115	CONSTABLE PCT.1-LONGEVITY PAY	145.00	435.00	435.00	1,465.01	(1,030.01)
2-1100-421-00-292-001-0-	115	CONSTABLE PCT.2-LONGEVITY PAY	107.50	322.50	322.50	922.50	(600.00)
2-1100-421-00-293-001-0-	115	CONSTABLE PCT.3-LONGEVITY PAY	240.00	720.00	720.00	656.76	63.24
2-1100-421-00-294-001-0-	115	CONSTABLE PCT.4-LONGEVITY PAY	200.00	600.00	600.00	456.40	143.60
2-1100-421-00-295-001-0-	115	CONSTABLE PCT.5-LONGEVITY PAY	32.50	97.50	97.50	1,158.00	(1,060.50)
2-1100-422-10-300-001-0-	115	FIRE MARSHAL-LONGEVITY PAY	65.00	195.00	195.00	600.00	(405.00)
2-1100-423-21-280-002-0-	115	JAIL-LONGEVITY PAY	4,870.49	14,611.47	14,611.47	30,755.48	(16,144.01)
2-1100-429-00-110-075-0-	115	EMERGENCY MGMT-LONGEVITY PAY	45.00	135.00	135.00	151.65	(16.65)
2-1100-432-00-121-001-0-	115	PCT1 SANITATION-LONGEVITY PAY	92.50	277.50	277.50	277.50	0.00
2-1100-432-00-122-001-0-	115	PCT2 SANITATION-LONGEVITY PAY	47.05	141.15	141.15	2,458.70	(2,317.55)
2-1100-432-00-123-001-0-	115	PCT3 SANITATION-LONGEVITY PAY	217.50	652.50	652.50	180.77	471.73
2-1100-432-00-124-001-0-	115	PCT4 SANITATION-LONGEVITY PAY	135.00	405.00	405.00	428.30	(23.30)
2-1100-441-00-340-001-0-	115	HEALTH ADM-LONGEVITY PAY	745.00	2,235.00	2,235.00	2,101.17	133.83
2-1100-441-00-340-003-0-	115	HEALTH CLINICS-LONGEVITY PAY	1,844.45	5,533.35	5,533.35	9,879.01	(4,345.66)
2-1100-444-00-240-001-0-	115	HUMAN SERVICES-LONGEVITY PAY	435.59	1,306.77	1,306.77	1,642.29	(335.52)
2-1100-444-00-360-001-0-	115	CHILD WELFARE-LONGEVITY PAY	25.00	75.00	75.00	75.00	0.00
2-1100-444-00-370-001-0-	115	VETERAN'S SRV-LONGEVITY PAY	20.00	60.00	60.00	60.00	0.00
2-1100-452-00-121-013-0-	115	PCT1 PARKS-LONGEVITY PAY	197.50	592.50	592.50	597.14	(4.64)
2-1100-452-00-122-008-0-	115	PCT2 PARKS-LONGEVITY PAY	120.99	362.97	362.97	309.83	53.14
2-1100-452-00-123-008-0-	115	PCT3 PARKS-LONGEVITY PAY	203.47	610.41	610.41	1,337.02	(726.61)
2-1100-452-00-124-009-0-	115	PCT4 PARKS-LONGEVITY PAY	30.00	90.00	90.00	90.00	0.00
2-1100-461-00-380-001-0-	115	TX AGRILIFE EXT-LONGEVITY PAY	57.50	172.50	172.50	172.50	0.00
2-1100-466-00-122-018-0-	115	PCT2 CRC-LONGEVITY PAY	47.50	142.50	142.50	142.50	0.00
			29,983.83	89,951.49	89,951.49	136,907.78	(46,956.29)

1100-415-00-115-002-0-899 CO. WIDE ADM. - CONTINGENCY

46,956.29

TOTAL

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To sweep lapsed Longevity Pay (obj. 115) from various departments to the Co. Wide Administration-Contingency account.

Hidalgo County

Department of Budget & Management

HEALTH INSURANCE SWEEP, OBJ. 211
AS OF DECEMBER 07, 2012

Account No.	Obj. Code	Account Description	Actual Expenditures (Regular Emp) 2012 Rate (\$4,164.00/YR)	Actual Expenditures (Elected Officials) 2012 Rate (\$4,164.00/YR)	Estimated Expenditures (Regular Emp) 2 PP	Estimated Expenditures (Elected Officials) 2 PP	Total Estimated Expenditures For Year-End	Health Insurance Available Balance As Of 12/7/12 (Obj. 211)	Estimated Health Insurance Lapsed Amount (Obj. 211)
2-1100-412-00-065-001-0-	211	JP PCT 3/PL 1-HEALTH INSURANCE	867.50	173.50	1,735.00	347.00	2,082.00	433.75	1,648.25
2-1100-412-00-066-001-0-	211	JP PCT 3/PL 2-HEALTH INSURANCE	1,041.00	173.50	2,082.00	347.00	2,429.00	867.50	1,561.50
2-1100-412-00-067-001-0-	211	JP PCT 4/PL 1-HEALTH INSURANCE	1,214.50	173.50	2,429.00	347.00	2,776.00	1,768.62	1,007.38
2-1100-415-15-140-001-0-	211	TAX OFF-HEALTH INSURANCE	23,596.00	173.50	47,192.00	347.00	47,539.00	45,619.53	1,919.47
2-1100-415-16-150-001-0-	211	CO TREASURER-HEALTH INSURANCE	2,602.50	173.50	5,205.00	347.00	5,552.00	4,511.00	1,041.00
2-1100-419-50-125-003-0-	211	SAFETY-HEALTH INSURANCE	1,908.50	0.00	3,817.00	0.00	3,817.00	3,296.50	520.50
2-1100-423-21-280-002-0-	211	JAIL-HEALTH INSURANCE	70,267.50	0.00	140,535.00	0.00	140,535.00	120,339.13	20,195.87
2-1100-432-00-122-001-0-	211	PCT2 SANITATION-HEALTH INSURANCE	2,790.90	0.00	5,581.80	0.00	5,581.80	1,004.72	4,577.08
2-1100-432-00-123-001-0-	211	PCT3 SANITATION-HEALTH INSURANCE	4,684.50	0.00	9,369.00	0.00	9,369.00	8,067.75	1,301.25
2-1100-432-00-124-001-0-	211	PCT4 SANITATION-HEALTH INSURANCE	2,163.32	0.00	4,326.64	0.00	4,326.64	(3,266.70)	7,593.34
2-1100-441-00-340-003-0-	211	HEALTH CLINICS-HEALTH INSURANCE	11,557.25	0.00	23,114.50	0.00	23,114.50	18,668.02	4,446.48
2-1100-452-00-124-009-0-	211	PCT4 PARKS-HEALTH INSURANCE	1,908.50	0.00	3,817.00	0.00	3,817.00	3,262.87	554.13
			124,601.97	867.50	249,203.94	1,735.00	250,938.94	204,572.69	46,366.25

1100-415-00-115-002-0-899 CO. WIDE ADM. - CONTINGENCY

(46,366.25)
TOTAL: -

To fund Health Insurance (obj. 211) from various departments to the Co. Wide Administration-Contingency account.

Hidalgo County

Department of Budget & Management

6th General Fund - SALARIES SWEEP As of December 7, 2012

Account Number	Obj. Code	Department Name	Amounts based on BAP Salary Schedule			SAGE	Total Sweep
			2012 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries For Year-End (E*3.1)	Obj. 113 Available Balance as of 12-7-12	
110041200055001	113	CHILD PROTECTIVE COURT	36,480.00	1,403.08	4,349.54	5,590.80	(1,241.26)
110041200065001	113	JP PCT 3/PL 1	146,637.00	5,639.88	17,483.64	17,802.20	(318.56)
110041200067001	113	JP PCT 4/PL 1	187,367.00	7,206.42	22,339.91	22,505.36	(165.45)
110041200068001	113	JP PCT 4/PL 2	330,741.00	12,720.81	39,434.50	46,228.16	(6,793.66)
110041200080002	113	CRIM DA	4,553,394.00	175,130.54	542,904.67	558,581.77	(15,677.10)
110041200080013	113	DA CIVIL LITIGATION	199,291.00	7,665.04	23,761.62	29,045.24	(5,283.62)
110041200090001	113	DIST CLERK	2,001,373.00	76,975.88	238,625.24	239,999.40	(1,374.16)
110041300110006	113	CO JUDGE	853,042.00	32,809.31	101,708.85	104,977.46	(3,268.61)
110041300125001	113	EXECUTIVE OFFICE	297,297.00	11,434.50	35,446.95	40,622.68	(5,175.73)
110041400130001	113	ELECTIONS DEPT	698,455.00	26,863.65	83,277.33	82,569.97	707.36
110041500200001	113	INFORMATION TECHNOLOGY	978,920.00	37,650.77	116,717.38	118,428.38	(1,711.00)
110041514115001	113	BUDGET & MANAGEMENT	884,472.00	34,018.15	105,456.28	112,026.34	(6,570.06)
110041515140001	113	TAX OFF	4,031,847.00	155,071.04	480,720.22	487,887.81	(7,167.59)
110041518160001	113	PURCHASING	1,065,890.00	40,995.77	127,086.88	136,246.82	(9,159.94)
110041540180001	113	CO CLERK	1,903,626.00	73,216.38	226,970.79	229,866.77	(2,895.98)
110041910210001	113	PLANNING DEPT	628,353.00	24,167.42	74,919.01	76,203.43	(1,284.42)
110041940220001	113	FACILITIES MANAGEMENT	2,627,971.00	101,075.81	313,335.00	325,767.08	(12,432.08)
110042100125011	113	TX DPS	134,452.00	5,171.23	16,030.82	17,952.80	(1,921.98)
110042100280001	113	SHERIFF	12,917,181.00	496,814.65	1,540,125.43	1,581,469.08	(41,343.65)
110042100293001	113	CONSTABLE PCT.3	642,212.00	24,700.46	76,571.43	77,512.17	(940.74)
110042100294001	113	CONSTABLE PCT.4	637,805.00	24,530.96	76,045.98	74,274.38	1,771.60
110042100295001	113	CONSTABLE PCT.5	268,441.00	10,324.65	32,006.43	35,580.81	(3,574.38)
110042210300001	113	FIRE MARSHAL	209,984.00	8,076.31	25,036.55	19,747.64	5,288.91
110042300320034	113	ALTERNATIVE INCARCERATION PRG	146,000.00	5,615.38	17,407.69	17,569.24	(161.55)
110042321280002	113	JAIL	13,258,269.00	509,933.42	1,580,793.61	1,604,179.88	(23,386.27)
110043200121001	113	SANITATION PCT.1	538,767.00	20,721.81	64,237.60	75,583.24	(11,345.64)
110043200122001	113	SANITATION PCT.2	516,006.00	19,846.38	61,523.79	70,249.82	(8,726.03)
110043200123001	113	SANITATION PCT.3	901,820.00	34,685.38	107,524.69	115,012.89	(7,488.20)
110043200124001	113	SANITATION PCT.4	363,410.00	13,977.31	43,329.65	43,683.45	(353.80)
110044100340001	113	HEALTH ADM	1,115,648.00	42,909.54	133,019.57	143,130.35	(10,110.78)
110044100340003	113	HEALTH CLINICS	2,892,486.00	111,249.46	344,873.33	355,956.92	(11,083.59)
110044400240001	113	HUMAN SERVICES	895,000.00	34,423.08	106,711.54	112,635.30	(5,923.76)
110044400360001	113	CHILD WELFARE	80,188.00	3,084.15	9,560.88	11,639.66	(2,078.78)
110044400370001	113	VETERAN'S SRV	114,264.00	4,394.77	13,623.78	14,275.23	(651.45)

Hidalgo County

Department of Budget & Management

6th General Fund - SALARIES SWEEP
As of December 7, 2012

Account Number	Obj. Code	Department Name	Amounts based on BAP Salary Schedule			SAGE	Total Sweep
			2012 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries For Year-End (E*3.1)	Obj. 113 Available Balance as of 12-7-12	
110045200121013	113	PARKS PCT.1	494,646.00	19,024.85	58,977.02	62,768.41	(3,791.39)
110045200122008	113	PARKS PCT.2	413,261.00	15,894.65	49,273.43	60,332.91	(11,059.48)
110045200123008	113	PARKS PCT.3	424,242.00	16,317.00	50,582.70	51,806.28	(1,223.58)
110045200124009	113	PARKS PCT.4	323,980.00	12,460.77	38,628.38	41,747.94	(3,119.56)
110046600122018	113	PCT 2 CRC	97,623.00	3,754.73	11,639.67	11,810.11	(170.44)
110046600122082	113	PCT 2 CRC - SOUTH TOWER RD	91,435.00	3,516.73	10,901.87	11,126.71	(224.84)
			58,902,276.00	2,265,472.15	7,022,963.68	7,244,394.89	(221,431.21)

1100-415-00-115-002-0-899 Co. Wide Adm.-Contingency

\$ 221,431.21

TOTALS

-

To sweep lapsed salaries expenditures to the Co. Wide Administration account.

AI-35626

9. B.

CC CONSENT

Meeting Date: 12/11/2012

Submitted By: Flora Vazquez, HEALTH
BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Funded (2202):

Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of 11/16-30/12 in the amount of \$ 17,487.42 and requesting approval of wire transfer.

BACKGROUND

Attachments

INVOICE

By ORG

CERTIFICATION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/07/2012 10:15 AM
Olga Garza	Olga Garza	12/07/2012 02:40 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Flora Vazquez		Started On: 12/06/2012 05:09 PM
	Final Approval Date: 12/07/2012	

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

December 3, 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: 90509

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 11/16-11/30/12 (Check#512300-512420) are in accordance with our contract with Hidalgo County Exhibit A, date July 1st 17,487.42

TOTAL CURRENT CHARGES \$ 17,487.42

Previous Balance Due \$ 47,634.37

Total Balance Due \$ 65,121.79

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 11/16-11/30/12

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
Alternate Organization 1 Total:										527,894.48
Alternate Organization 1 : Hidalgo County										
Alternate Organization 1 Total:										1959,592.94
Grand Total:										24717,487.42

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: November 16-30, 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 \$ 17,487.42

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 11/16-30/2012

(Check# 512300-512420)

1). Hidalgo County	\$	<u>9,592.94</u>	
2). Hidalgo County Headstart Program	\$	<u>7,894.48</u>	
3). Community Service Agency			
4). Drainage District #1	\$	<u>-</u>	\$ <u><u>17,487.42</u></u>

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this
payment on the Commissioner's Court Agenda of December 11, 2012

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:

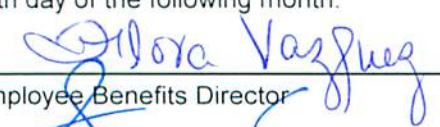
\$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank

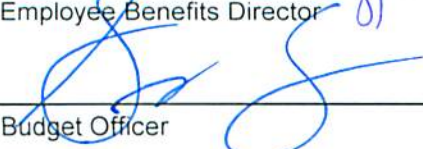
(estimate) \$ 132,512.58

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.


Employee Benefits Director

12/06/2012
Date


Budget Officer

12/06/2012
Date

Commissioner's Court Approval

Date

AI-35643

10. A.

CC CONSENT

Meeting Date: 12/11/2012

Submitted By: Marty Salazar, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting the following from Safety Division Director, Roy Quintanilha:

1. Declare pursuant to TxLGC 262.151 uniform items (described in attachment herein) as "Salvage"; and,
2. For CC to approve the destruction of the salvaged departmental uniforms in the interest of safety and security against possible misuse of said items (as they contain county logo) with Purchasing Department witnessing said documenting same.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Items have no value and cannot be used.

Attachments

263.152-Property Acquisition or Sale

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/07/2012 01:42 PM
Budget & Management	Obdett Calzada	12/07/2012 02:01 PM
Erika Zamora	Erika Zamora	12/07/2012 02:29 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Marty Salazar		Started On: 12/07/2012 11:47 AM
	Final Approval Date: 12/07/2012	

pledge or mortgage, other than existing revenue bonds, refunding bonds, or other indentures for the release of existing revenue bonds, or to an encumbrance that did not exist on the date the lease or agreement was executed.

(b) A lease under this subchapter must specifically provide that the real property subject to the lease is not encumbered or mortgaged by the lease or by any agreement executed in connection with the lease.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 263.104. Lending Credit

A county executing a lease under this subchapter may not in any way lend its credit to an individual or a private corporation or association in connection with the lease.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 263.105. Conditions of Lease

(a) A lease under this subchapter may initially be effective for the term of a mortgage covering the construction of the hotel and related facilities. The lease may provide to the parties constructing, owning, or operating the hotel or related facilities an option to renew the lease.

(b) The lease must be made on a competitive bid. Consideration for the lease may not be less than the fair market lease value of the property and air rights being leased.

(c) The parties to the lease mutually shall determine the other conditions of the lease.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 263.106. Sale

(a) The commissioners court of a county may sell land owned by the county and the air rights above the land to an individual or a private corporation or association if:

(1) all existing revenue bond obligations encumbering the land have been fully discharged as to bondholders;

(2) a hotel has been built on the land in conjunction with an existing convention center and the hotel has been operated continuously for at least five years from its inception;

(3) the parties to an existing lease of land mutually agree to the sale of the land and the air rights; and

(4) the county receives an amount for the land and air rights that is fair under the market conditions existing at the time of the sale.

(b) The commissioners court may impose deed restrictions or reverts to preserve the use of the land for a purpose consistent with the construction, expansion, ownership, and operation of a hotel and related facilities in conjunction with a convention center.

(c) A sale of land under this subchapter may include land appurtenant to the land on which the hotel or related facilities have been built.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 263.107. Expenditure of Tax Funds

In an agreement authorized by this subchapter, the commissioners court of a county may spend tax funds consistent with state law but must limit each commitment or expenditure of tax funds associated with the agreement to an amount available from current revenues of the county.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

§ 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, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 61(b), eff. Aug. 28, 1989.

§ 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

AI-35142

10. B.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Martha Salazar

Submitted By: Sandra Montalvo, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County Precinct No. 3-Raw Pit Run and/or Pit Run Caliche" Bid No. 2013-009-SMA including the re-advertising of project in the event no bids received and/or rejection of responses received and project is still required.

BACKGROUND

1.)Draft Contract Document form was previously reviewed & modified by by legal counsel on 11/27/12
- 2.) Proposed Schedule of Events:
1st Advertisement: December 15, 2012
2nd Advertisement: December 22, 2012
Bid Opening Date: January 09, 2013

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 1200-431-00-123-005-0-673

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Contract will commence on 03/21/13 on an as needed basis.

2013 budget \$85,000

Attachments

Memo, Draft Legal Notice & Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/05/2012 03:04 PM
Budget & Management	Merlen P. Munoz	12/05/2012 03:19 PM
Manuel Chapa	Manuel Chapa	12/06/2012 04:05 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Sandra Montalvo		Started On: 11/06/2012 04:25 PM
	Final Approval Date: 12/07/2012	



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Approval of Specifications)

TO: Hon. Joe Flores, Commissioner Pct. 3

ATTN: Mingo Villarreal/Norma Ceballos **via email:** norma.ceballos@co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: **October 11, 2012**

RE: Approval of Specifications for: Bid No.: 2013-009-00-00-SMA-HIDALGO COUNTY
PRECINCT No. 3 - "*Raw Pit Run and/or Pit Run Caliche*"

Please review the current **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE**, **DISAPPROVE** (or) **APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ☒ YES / ☐ NO / ☐ Other: _____

(Specify) _____

BUDGET ACCOUNT #: 2-1200-431-00-123-005-0-673

	Joe M. Flores	Pct #3	10/15/12
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than **Monday, October 22, 2012 10:00 A.M.**

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3

“Raw Pit Run and/or Pit Run Caliche”

Bid No. 2013-009-00-00-SMA

BID OPENING DATE:

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539



1. Sealed bids will be received for **HIDALGO COUNTY PRECINCT NO. 3- "RAW PIT RUN AND/OR PIT RUN CALICHE"** 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: **HIDALGO COUNTY PRECINCT NO. 3- "RAW PIT RUN AND/OR PIT RUN CALICHE"- Bid No.: 2013-009-00-00-SMA** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, , 2012.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No. 2013-009-00-00-SMA- Hidalgo County Precinct No. 3- "Raw Pit Run and/or Pit Run Caliche".

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
- Name and address of successful bidder
- Name and address of receiving department or official
- Purchase Order Number and contract number (if any)
- Notation **-HIDALGO COUNTY PRECINCT NO. 3-"RAW PIT RUN AND/OR PIT RUN CALICHE"** 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:

Norma Ceballos
Hidalgo County Precinct #3
724 N. Breyfogle
Mission, TX 78574
Phone :(956) 585-4509
Fax :(956) 205-7009

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM _____, 2012
Award of Contract _____, 2012
Commence Work or Deliver Products _____, 2012

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the

contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided 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 (30) 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 PRECINCT NO. 3
“Raw Pit Run and/or Pit Run Caliche”

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”

Specifications/Requirements
Hidalgo County Precinct No. 3
“Raw Pit Run and/or Pit Run Caliche”
Bid No.: 2013-009-00-00-SMA

OVERVIEW

Hidalgo County Pct 3 is seeking to purchase Raw Pit Run unprocessed Caliche material for a project located on FM 2221 aka Jara China Road & Mile 14. It is intended that the amount of *“Raw Pit Run and/or Pit Run Caliche”* needed by Hidalgo County Precinct No. 3 will be purchased on an “As Needed Basis”.

1. It shall be agreed & understood that Hidalgo County Precinct No. 3 will purchase no more material than is needed.
2. The contract will be in effect for a period of (1) one year with the County’s option to extend for an additional one (1) year under the same price, terms, and conditions. Prices must remain firm during the contract period.
3. 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 next contract term.
4. Bid price shall be per ton.
5. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to bid specifications.
6. Location is an important factor in the evaluation of the bids, due to transportation costs which must be taken into consideration if material is picked up at the plant site. Shortest distance to plant site is a determining factor along with prices.
7. Hidalgo County Precinct No. 3 reserves the right to hold the bids received for a period of (90) ninety days without taking action hereon.
8. Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.
9. The contract shall remain in effect until contract expires, delivery /completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder(s) must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
10. Insurance Certificates as per “Exhibit C” must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).
11. When requested, samples shall be furnished free of expense to Hidalgo County.
12. Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Precinct No. 3
"Raw Pit Run and/or Pit Run Caliche"
Bid No.: 2013-009-00-00-SMA

13. Continuing non-performance of the bidder in terms of specifications shall be basis for the terminator of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.
14. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.
15. **Awarded Bidder shall have at the Bidder's Pit Location (s) (On Site) an electronic or manual scale with a Minimum of 70 Ft. in length.**
16. It is expressly understood and agreed that in case Hidalgo County should need "Raw Pit Run and/or Pit Run Caliche" 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 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.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **REQUESTING PRICE ADJUSTMENT:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Precinct No. 3
"Raw Pit Run and/or Pit Run Caliche"
Bid No.: 2013-009-00-00-SMA

- 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:

1. All applicable forms in this packet must be filled in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.
2. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
3. Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**
TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Leticia Saenz

From: Steve Crain [scrain@atlashall.com]
Sent: Tuesday, November 27, 2012 12:09 PM
To: 'Leticia Saenz'
Subject: RE: Review & Approve-Draft Requirements Agreement-Raw Pit Run and/or Pit Run Caliche-Pct 3-Proj#2013-099-00-00-SMA

The draft is fine.

From: Leticia Saenz [<mailto:leticia.saenz@co.hidalgo.tx.us>]
Sent: Tuesday, November 27, 2012 11:22 AM
To: 'Steve Crain'; 'Marynel Trevino'
Cc: 'Sandra Montalvo'; 'rocio.villarreal'
Subject: FW: Review & Approve-Draft Requirements Agreement-Raw Pit Run and/or Pit Run Caliche-Pct 3-Proj#2013-099-00-00-SMA
Importance: High

Mr. Crain-

Please advise on status of email below and draft agreement (attached hereto).

Thank you.
Letty

From: Leticia Saenz [<mailto:leticia.saenz@co.hidalgo.tx.us>]
Sent: Wednesday, November 21, 2012 2:46 PM
To: 'Steve Crain'; 'Marynel Trevino'
Cc: 'Darlene Betancourt'; 'Sandra Montalvo'; 'rocio.villarreal'
Subject: Review & Approve-Draft Requirements Agreement-Raw Pit Run and/or Pit Run Caliche-Pct 3-Proj#2013-099-00-00-SMA
Importance: High

Mr. Crain-

Please review and approve as to form the attached, draft contract **#C-13-099-00-00** for: **PROJECT: Raw Pit Run and/or Caliche (on an as needed basis)** for **Pct 3**.

*****Note: to be placed on the next CC agenda for approval to advertise for the project.***

Please advise.

Thank you.

Leticia H. Saenz

Hidalgo County Purchasing Department
CPPB/Contracts Manager

(956) 318-2626 Work
(956) 292-7000 x-4861 Work
leticia.saenz@co.hidalgo.tx.us
2812 South Business Hwy. 281
Edinburg, Texas 78539

REQUIREMENTS AGREEMENT
C-13-009-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the _____ day of _____ 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 **"Raw Pit Run and/or Pit Run Caliche"** (on an as needed basis), (the "Product") for **Hidalgo County Precinct No. 3**, 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 reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year term** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. 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 _____, **2013** and expire on _____, **2014** 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 South 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, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance 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.

Approved By Commissioners Court: _____, 2013

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

EXHIBIT “A”
REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

DRAFT

EXHIBIT “B”
BID PAGE

DRAFT

EXHIBIT “C”
CERTIFICATE OF INSURANCE

DRAFT

REQUIREMENTS AGREEMENT
C-13-009-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the _____ day of _____ 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 **"Raw Pit Run and/or Pit Run Caliche"** (on an as needed basis), (the "Product") for **Hidalgo County Precinct No. 3**, 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 reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year term** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. 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 _____, **2013** and expire on _____, **2014** 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 South 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, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance 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.

Approved By Commissioners Court: _____, 2013

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

EXHIBIT “A”
REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

DRAFT

EXHIBIT “B”
BID PAGE

DRAFT

EXHIBIT “C”
CERTIFICATE OF INSURANCE

DRAFT

AI-35607

10. C.

CC CONSENT

Meeting Date: 12/11/2012

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

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval for payment to project engineer, R. Gutierrez Engineering Corporation, Contract #C-11-310-01-24, Invoice #3250 for Thomas Rd. Project in the amount of \$5,557.60.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-122-083-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO#683294

Attachments

INV#3250 R.GUTIERREZ

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/06/2012 05:45 PM
Budget & Management	Merlen P. Munoz	12/07/2012 10:12 AM
Roland Garcia	Rolando Garcia	12/07/2012 10:51 AM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Katia Garcia		Started On: 12/06/2012 09:22 AM
	Final Approval Date: 12/07/2012	



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956-782-2557 • (FAX) 956-782-2558

Engineering Firm F-486 • Surveying Firm #101650-00

Invoice Number 3250

Date 12/4/2012

Due on receipt

Invoice

Hidalgo County Precinct No. 2
Hector "Tito" Palacios
300 W. Hall Acres
Suite G
Pharr, TX 78577

Project: Thomas Road (McColl to Jackson)

Project No.: ENG11.109
Contract No.: C-11-310-01-24(WA#9)
PO No. 683294

Const. Cost	460,364.00
% of Const. Cost	10.5%
Billing Fee	90,738.00

Phase	Phase Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Engineering (50% of Total Fee)	24,169.00	100.00%	24,169.00	22,961.50	1,207.50
Geotechnical Engineering (Add'l Services)	20,000.00	0.00%			0.00
Right-of-Way Map (Add'l Services)	22,400.00	0.00%			0.00
Design (30% of Total Fee)	14,501.00	60.00%	8,700.60	4,350.50	4,350.10
Construction (20% of Total Fee)	9,668.00	0.00%			0.00

PO #	683294
2-1200-431-00-122-083-0-	731
Req #	225314

INVOICE RECEIVED BY:

Elizabeth Cason ON 12/5/12
GOODS/SERVICES RECEIVED BY:
Hector Tito Palacios ON 12/4/12

Balance Due

\$5,557.60

December 4, 2012

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Thomas Road – Invoice
ENG11.109

Dear Commissioner Palacios:

Enclosed is an invoice for the services performed to date on the Thomas Road project. We have completed 100% of the Preliminary Engineering phase and 60% of the Design phase. Enclosed is a schematic design and a set of plans (60% complete).

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

R. Gutierrez Engineering Corporation

Transmittal Form

TO Commissioner Palacios
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Thomas Road
PROJECT NO.: ENG11.109
DATE: December 5, 2012

WE ARE SENDING ☒ ATTACHED ☐ UNDER SEPARATE COVER VIA ☐ Hand Delivery ☐ THE FOLLOWING ITEMS:

☐ BLUEPRINTS	☒ PLANS	☐ SHOP DRAWINGS	☐ CD
☐ CHANGE ORDER	☐ SAMPLES	☐ PAYMENT REQUEST	☒ OTHER: INVOICE
☐ BID TABULATION	☐ CONTRACT DOCUMENTS	☐ RECORD DRAWINGS	☐ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	12/4/2012	Invoice No. 3250
1	12/4/2012	Cover Letter
1	-	Plans (60%)
1	-	Schematic

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ FOR BIDS DUE	☐ APPROVED AS NOTED	☐ FOR YOUR RECORDS
☐ FOR APPROVAL	☐ APPROVED AS SUBMITTED	☐ FOR YOUR ACKNOWLEDGEMENT
☐ FOR YOUR USE	☐ RETURN FOR CORRECTIONS	☐ RESUBMIT FOR APPROVAL
☐ AS REQUESTED	☒ FOR FURTHER PROCESSING	☐ ON LOAN
☐ FOR REVIEW AND COMMENT	☐ FOR SIGNATURE	☐ OTHER

COMMENTS: _____

RECEIVED
DEC 05 2012

Copy Distribution: file

Received by: *Elizabeth Cuevas*

AI-35603

10. D.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Martha L. Salazar

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

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval for payment to project engineer, R. Gutierrez Engineering Corporation, Contract #C-11-310-01-24, Invoice #3251 for Minnesota Drain Project in the amount of \$6,768.87.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1342-431-00-122-058-0-733/841

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

BUDGETARY IMPACT:

PO#679326 - a modification will be done

Payment : 731 \$5,076.65

841 - \$1,692.22 (project falls 25% within city limits)

Attachments

INV#3251 R.GUTIERREZ

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/06/2012 05:38 PM
Budget & Management	Merlen P. Munoz	12/07/2012 10:06 AM
Roland Garcia	Rolando Garcia	12/07/2012 10:42 AM
Auditor's Office	Angela Garcia	12/07/2012 02:53 PM
Roland Garcia	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Katia Garcia		Started On: 12/06/2012 08:43 AM
	Final Approval Date: 12/07/2012	



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956-782-2557 • (FAX) 956-782-2558

Engineering Firm F-486 • Surveying Firm #101650-00

Invoice Number 3251

Date 12/5/2012

Due on receipt

Invoice

Hidalgo County Precinct No. 2
Hector "Tito" Palacios
300 W. Hall Acres
Suite G
Pharr, TX 78577

Project: Minnesota Drain Const. Staking

Project No.: ENG11.105
Contract No.: C-11-310-01-24(WA#5)
PO No. 679326

Const. Cost
% of Const. Cost
Billing Fee NTE 10,000.00

<u>Phase</u>	<u>Phase Fee</u>	<u>% Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Construction Management and Staking Services	10,000.00	99.72%	9,971.85	3,202.98	6,768.87

PO # 679326
2-1342-431-00-122-058-0-733
Req # 220408

INVOICE RECEIVED BY:

Elizabeth Cano ON 12/5/12
GOODS/SERVICES RECEIVED BY:
Hector Tito Palacios ON 12/5/12

Balance Due

\$6,768.87

ENG11.105

Minnesota Drain Construction Management & Staking Hourly Charges

Breakdown by Position/Title

Position/Title	Total Hours Worked	Contract Hourly Rate	Overhead Multiplier	Monthly Salary Paid	Fee Earned (Salary + 10%)
Principal	1.5	\$ 291.41	1.0000	\$ 437.12	\$ 480.83
Project Manager	0.0	\$ 208.15	1.0000	\$ -	\$ -
Senior Engineer	0.0	\$ 149.87	1.0000	\$ -	\$ -
Engineer/RPLS	0.0	\$ 116.57	1.0000	\$ -	\$ -
Graduate Engineer	0.0	\$ 99.91	1.0000	\$ -	\$ -
Senior Engineering Tech	7.0	\$ 86.60	1.0000	\$ 606.20	\$ 666.82
CADD-Design Technician	0.0	\$ 69.28	1.0000	\$ -	\$ -
Clerical	0.0	\$ 63.28	1.0000	\$ -	\$ -
Survey Crew	36.0	\$ 141.95	1.0000	\$ 5,110.20	\$ 5,621.22
Total Due					\$ 6,768.87

December 4, 2012

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Minnesota Drain Construction Management & Staking – Invoice
ENG11.105

Dear Commissioner Palacios:

Enclosed is an invoice for the construction management and staking services performed to date on this project. This project is billed on an hourly basis per position/title. I am providing a breakdown of the hours on the attached worksheet.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Minnesota Drain Const. Mgmt & Staking
PROJECT NO.: ENG11.105
DATE: December 5, 2012

WE ARE SENDING YOU ☒ ATTACHED	☐ UNDER SEPARATE COVER VIA	☐ Hand Delivery	THE FOLLOWING ITEMS:
☐ BLUEPRINTS	☐ PLANS	☐ SHOP DRAWINGS	☐ CD
☐ CHANGE ORDER	☐ SAMPLES	☐ PAYMENT REQUEST	☒ OTHER: INVOICE
☐ BID TABULATION	☐ CONTRACT DOCUMENTS	☐ RECORD DRAWINGS	☐ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	12/4/2012	Invoice 3251
1	12/4/2012	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ FOR BIDS DUE	☐ APPROVED AS NOTED	☐ FOR YOUR RECORDS
☐ FOR APPROVAL	☐ APPROVED AS SUBMITTED	☐ FOR YOUR ACKNOWLEDGEMENT
☐ FOR YOUR USE	☐ RETURN FOR CORRECTIONS	☐ RESUBMIT FOR APPORVAL
☐ AS REQUESTED	☒ FOR FURTHER PROCESSING	☐ ON LOAN
☐ FOR REVIEW AND COMMENT	☐ FOR SIGNATURE	☐ OTHER

COMMENTS: _____

RECEIVED
DEC 05 2012

Copy Distribution: file

Received by:

Elisabulh Casas

AI-35597

10. E.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Martha L. Salazar

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

Department: COMM. PCT. #2

Information

CAPTION

Acceptance of and approval for payment of Inv. #20121353 in the amount of \$74,455.20 submitted by project engineer, TEDSI Infrastructure Group, Contract #C-12-119-07-31, in connection with engineering services for Dicker Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-122-062-0-731

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO#679655

Attachments

INV# 20121353 TEDSI

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/06/2012 05:43 PM
Budget & Management	Merlen P. Munoz	12/07/2012 10:06 AM
Roland Garcia	Rolando Garcia	12/07/2012 10:40 AM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Katia Garcia		Started On: 12/05/2012 03:57 PM
	Final Approval Date: 12/07/2012	

**TEDSI INFRASTRUCTURE GROUP****Consulting Engineers**

1201 East Expressway 83 • Mission, Texas 78572

Tel: (956) 424-7898

Fax: (956) 424-7022

November 20, 2012

Project No: 2012-1118-01

Invoice No: 20121353

Mr. Raul Lozano
Hidalgo County Precinct No. 2
300 West Hall Acres
Suite G
Pharr, TX 78577

Project 2012-1118-01 Dicker Road

Dicker Road Improvements
Contract No. C-12-119-07-31
P.O. Number 679655
Work Authorization No. 1

Professional Services from October 1, 2012 to October 31, 2012

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	Balance Remaining
Preliminary Engineering	154,900.00	50.00	77,450.00	30,980.00	46,470.00	77,450.00
Drainage Report	29,780.00	50.00	14,890.00	2,978.00	11,912.00	14,890.00
Traffic Report	46,800.00	80.00	37,440.00	23,400.00	14,040.00	9,360.00
Survey	109,967.00	80.00	87,973.60	87,973.60	0.00	21,993.40
Environmental Constraints	10,166.0	70.00	7,116.20	5,083.00	2,033.20	3,049.80
Geotechnical and Pavement Design	45,856.00	0.00	0.00	0.00	0.00	45,856.00
Total Fee	397,469.00		224,869.80	150,414.60	74,455.20	172,599.20

Total this Invoice**74,455.20**

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group
738 Highway 6 South, Suite 430
Houston, Texas 77079

Authorized By: 

Craig F. Stong, P.E.
Project Manager

Date: 11/20/12

INVOICE RECEIVED BY:

Elizabeth Carras ON 12/4/12

GOODS/SERVICES RECEIVED BY:

Hector Lito Roldan ON 11/20/12

PO #	<u>679655</u>
2-1200-431-00-122-002-0-	<u>731</u>
Req #	<u>220229</u>

W TEDSI INFRASTRUCTURE GROUP <i>Consulting Engineers</i> 1201 E. Expressway 83 ♦ Mission, Texas 78572 (956) 424-7898	Project Progress Report
TO: Hidalgo County Precinct No. 2	DATE: October 22, 2012
FROM: Mr. Craig F. Stong, P.E., Project Manager	TEDSI PROJECT NO.: 2012-1118-01
REFERENCE: Dicker Road: 23rd Street to Jackson Road	
Progress Report for Invoice No. 20121353, October 1, 2012 to October 31, 2012	

BILLING PHASE	PERCENT COMPLETE	CONSULTANT	REPORT
Preliminary Engineering Report	50%	TEDSI	a. Development of the Preliminary Report b. Development of Typical Sections c. Development of Preliminary Plan Views for road side ditches and curb and gutter section d. Development of preliminary vertical profiles e. Evaluation of intersection geometry f. Development of preliminary cross sections
Drainage Report	50%	TEDSI	Developing initial drainage areas and determining initial hydraulic requirements
Traffic Report	80%	TEDSI	a. Traffic counts obtained b. Traffic Signal warrants completed c. Draft traffic report completed.
Survey	80%	TEDSI RGEC	a. Preliminary topographic survey complete b. Locating of existing Right of Way complete. c. Contacting and locating utilities 85% complete. d. Obtaining property ownership information complete.
Environmental Constraints	70%	TEDSI RABA	a. Develop GIS mapping. b. Determine constraints to be evaluated c. Gather preliminary constraints information. d. Develop of draft report
Geotechnical and Pavement Design	0%	TEDSI RABA	No work this invoice

AI-35470

10. F.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Martha L. Salazar

Submitted By: Rocio Villarreal, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice No. 17-R-\$5,650.00 submitted by Prodigy Construction Management, LLC through contract #C-11-032B-06-14 Construction Management Services for Sheriff's Office Substation located in Precinct No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1336-423-00-280-036-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 659617 available balance as of 11-30-12 \$11,300.00

Reference:

Pmt# 16-R 5,650 AI#34916 11-6-12 (Period billed 9-16-12 thru 10-16-12)

Attachments

Invoice 17R

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/06/2012 05:32 PM
Budget & Management	Obdett Calzada	12/07/2012 08:18 AM
Manuel Chapa	Manuel Chapa	12/07/2012 09:32 AM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Rocio Villarreal		Started On: 11/28/2012 04:56 PM
	Final Approval Date: 12/07/2012	



PRODIGY CONSTRUCTION MANAGEMENT LLC
P.O. Box 6592
McAllen, TX 78502-6592
Office: (956)800-1122 Fax: (956)800-4618
apalacios@prodigycompany.com

Invoice

Period Billed	Invoice #
10-16-2012 to 11-16-2012	17-R

Bill To:

Hidalgo County Sheriff's Office
Attn: Juan Tapia
701 El Cibolo RD
Edinburg, TX 78539

Project Name: Contract NO: C-11-032B-06-14 REQ: 00197759

County of Hidalgo Sheriff's Office Substation/Hidalgo County Jail

1-1336-423-00-280-036-0-720

P.O. No.	Vendor	Project
659617	388459	PCM-03-011

As of 1/24/2012 - Project Total Cost: \$3,390,000.00 @ 3% = \$101,700.00 fee

Period Billed	Monthly Draw	Credit Adjustment	Paid to Date	Amount Balance	Invoice Amount DUE
10/16/2012 to 11/16/2012	\$5,650.00				\$5,650.00
P.O. #: <u>659617</u> Invoice Received By: <u>J. Tapia</u> on: <u>11-16-12</u> Good/Services Received By: <u>J. Tapia</u> on: <u>11-16-12</u> <i>[Signature]</i> <i>[Signature]</i> <i>11/16/12</i>					



Construction Management LLC

"Accountability that is Measurable and Attainable"

**Observation Report Synopsis
October 11 – November 15, 2012**

Project Name: Hidalgo County Sheriff Substation

By: Jerry Garcia, Project Manager

Date: October 11, 2012 |

Comments:

- Discussion on NAWSC systems installation for permanent water to the facilities
- Discussed signage and gate operations as well as Civil and Architectural designs



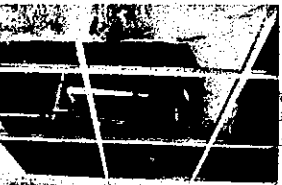
Date: October 19, 2012

- Discussed schedule to the project and consistency to all scopes of work
- Discussed all necessary pending items needed from the design team and consultants
- Discussed possible changes to the scope of work pertaining to the contractor



Date: November 8, 2012

- Discussed fuel tank commissioning and alarm status and submission to TCEQ
- Reviewed the current payment application 9-R1 and approved
- Discussed date of potential walk-thru for pending item list to be conveyed to the G.C.
- Reviewed all the above ceiling items with Consultants





Purchase Order

COUNTY OF HIDALGO

PO#: 659617

DATE: 06/24/11

Page No 1 Of 1

VENDOR: 388459 REQ:00197759

FAX (956)971-0069 Email:

Phone: (956)821-8014

PRODIGY CONSTRUCTION MANAGEMENT, LLC

4009 FIR AVE.

MCCALLEN TX 78501

BUYER: VRODRIGUEZ

SHIP TO: HIDALGO COUNTY JAIL

701 EL CIBOLO RD

EDINBURG Tx 78539

Vendor Acct:

CONTACT: Virginia Rodriguez

(956)393-6023

SITE: HIDALGO COUNTY JAIL

Contract No: C-11-032B-06-14

Special Instructions:

with the option to increase

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-11-032B-06-14		
		PO MAY INCREASE NOT TO EXCEED \$126,000.00		
1	LOT	CC CONSTRUCTION MANAGEMENT SERVICE. ESTIMATED COST BASED ON 3% OF 4M FOR THE CONSTRUCTION OF SHERIFF'S OFFICE EAST SUBSTATION	120,000.00	120,000
1		CC NOTE: MANAGEMENT SERVICES TOTAL CHARGE BASED ON CONSTRUCTION FINAL COST.	.00	
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		120,000

		For Hidalgo County use only		
		1-1336-423-00-280-036-0-720	120,000.00	
		Approved		

Authorized by:

Marta L. Salazar

AI-35460

10. G.

CC CONSENT

Meeting Date: 12/11/2012

Submitted By: Nielda Cavazos, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to add additional fuel card(s) and/or driver(s) for:
Adult Probation - Fuel Cards and Users.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 2-1297-423-00-320-002-3-626

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Basic Supervision-Gasoline/Diesel

\$3,500.00 available funds in account as of 12/7/12. \$5,422.33 available funds in PO#680562 as of 12/7/12.

Services are on an as needed basis. Funds must be in place at time of service.

Attachments

Request Form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/06/2012 04:25 PM
Budget & Management	Obdett Calzada	12/06/2012 04:34 PM
Erika Zamora	Erika Zamora	12/07/2012 02:15 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Nielda Cavazos		Started On: 11/28/2012 03:30 PM
	Final Approval Date: 12/07/2012	

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:	ADULT PROBATION		
Billing Address:	P.O. BOX 970 EDINBURG, TX 78539		
Fuel Card Manager:	Diana G Solis		
	This person can not have use of the fuel card		
Phone Number:	956-587-6008	County Email: diana.solis@hidalgocountycsd.org	
Web user Name:		Password:	
Hidalgo Co Acct Number:	2-1297-423-00-320-002-3-626		
Requested By:	Arnold K Patrick	November 20, 2012	
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.			

<i>For Purchasing Department Use Only</i>	
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
See attached list				

FUEL CREDIT CARD TRAINING LIST

DEC. 2012

EMPLOYEE	D.O.B.	EMP ID	LIC. #	fuel card policy training
ALANIS, MARTHA ELENA <i>ph</i>	10/2/84	166723	22123240	
ANZALDUA, FERNANDO <i>ph</i>	10/8/71	148733	14494720	
ARAIZA, ANDRES <i>ph</i>	6/8/74	133817	16001391	
ARREDONDO, ROGER (<i>Roger 10</i>) <i>ph</i>	2/21/68	094129	13601903	
BAEZ, MARIA <i>ph</i>	10/13/81	164356	19225774	
BARBOZA, RAUL/SATF <i>ph</i>	8/29/69	049271	11225617	
CALVO, FRANK <i>ph</i>	4/26/66	074063	00455689	
CAMPOS, REY (<i>Reynaldo</i>) <i>ph</i>	8/4/56	022322	04414492	
CASAS, ANA <i>ph</i>	11/15/79	124796	10063590	
CENTENO, ROSA <i>ph</i>	4/25/75	115657	17161536	
CERVANTES, SARAH <i>ph</i>	4/24/69	068209	11813486	
CORREA, LUIS <i>ph</i>	3/14/68	152358	02209596	
DAVILA, DANIEL <i>ph</i>	10/19/69	103551	02619893	
DAVIS, JOHN <i>ph</i>	7/12/73	078298	15252228	
DE ANDA, LUIS <i>ph</i>	11/29/73	074446	08582458	
DE ANDA-GARZA, GENOVEVA <i>ph</i>	4/9/72	124753	09637568	
DELGADO, MARISA <i>ph</i>	7/18/78	128406	02363563	
EDMUNDSON-GUTIERREZ, NORA <i>ph</i>	11/20/65	079812	13082521	<i>under Gutierrez</i>
ELIZONDO, CLAUDIA <i>ph</i>	6/13/78	144657	16809580	
FARIAS, LINDOLFO <i>ph</i>	6/6/71	062251	04337238	
GARCIA, JESUS <i>ph</i>	12/5/73	106283	15913637	
GARCIA, JESUS ANGEL <i>ph</i>	5/17/65	059994	10807060	
GARCIA, LETICIA <i>ph</i>	2/25/73	071188	01847490	
GARCIA, MARY LOU <i>ph</i>	11/22/61	034215	14497608	
GARZA, DANIEL <i>ph</i>	10/5/82	164232	17927447	
GARZA, DEISY <i>ph</i>	8/4/78	147834	01933700	
GARZA, HOMERO <i>ph</i>	8/17/77	104027	11574771	
GOMEZ, ALBERTO <i>ph</i>	7/20/74	090514	11557009	
GONZALEZ, JANETTE <i>ph</i>	12/5/82	147559	00182862	
GONZALEZ, JOSE I. <i>ph</i>	10/25/75	071854	10364473	
HERNANDEZ, DIANALIZ <i>ph</i>	5/10/85	171271	07578996	
HINOJOSA, ADRIANA <i>ph</i>	11/19/82	164259	15749999	
JIMENEZ, AMADA <i>ph</i>	5/26/85	164208	20428968	
LAZO, JOSE <i>ph</i>	10/5/80	133949	18892286	
LIZCANO, ROBERT <i>ph</i>	9/19/70	072583	02309782	
LOPEZ, STEPHEN <i>ph</i>	9/28/65	031119	14346866	
LUGO, ELOY <i>ph</i>	8/30/63	050466	09774208	
MARES, NORMA <i>ph</i>	6/24/82	141747	12607969	
MARTINEZ, ALEXIS <i>ph</i>	2/27/82	149519	09698216	
MARTINEZ, DANIEL <i>ph</i>	6/2/81	165689	21229436	
MARTINEZ, JULIO <i>ph</i>	7/23/82	153885	15829348	
MARTINEZ, ROLAND <i>ph</i>	8/27/82	165158	01030101	

FUEL CREDIT CARD TRAINING LIST

DEC. 2012

MONTELONGO, MARIA ROSIE	ph	6/25/69	033448	13462560	
MORENO, REYNALDO	ph	5/5/81	164364	15095789	
NINO, NORMA	ph	4/21/68	030252	13068290	
PATRICK, ARNOLD	ph	8/13/65	176664	11005401	
PAZ, CAROL	ph	1/1/79	124702	20413770	
PENA, ISMAEL	ph	3/2/73	086703	15051098	
PENA, MARY L.	ph	5/14/73	106216	15690562	
PEREZ, LEANDRO	ph	11/19/75	141755	14171231	
PEREZ, MARGARET	ph	2/9/63	023337	09610261	
PEREZ, RODOLFO	ph	1/27/77	123757	04673109	
QUINTANILLA, MARIA C.	ph	1/13/70	165697	12243373	
RAMOS, MARTIN	ph	8/16/67	059587	12285970	
RAMOS, RICARDO	ph	4/3/61	018279	17125223	
RIOS, DAVID	ph	10/22/77	134015	04978574	
RODRIGUEZ, ALEXIS	ph	8/22/85	164372	20083650	
RODRIGUEZ, HECTOR	ph	12/12/72	080225	08668407	
RODRIGUEZ-BELTRAN, VICTORIA	ph	4/26/81	166804	17642248	under Beltran
ROSALES, EVELYN	ph	6/22/83	174459	09434269	
SANCHEZ, ANNA LISA	ph	6/30/71	094331	03344077	
SEPULVEDA, CYNTHIA	ph	4/14/68	057886	06208910	
SILVA, JOHN	ph	12/17/81	152315	19288377	
SINGLETERRY, JOE	ph	10/31/79	134368	19371442	
SOTO, CONNIE (Consuelo)	ph	10/10/75	144673	15583134	
SWAIN-MIRELES, JOLIE	ph	9/1/85	166812	20446769	
TORRES, JAIME	ph	4/15/73	059145	05052722	
TREJO, JONATHAN	ph	1/16/83	158119	01852713	
VASQUEZ, JESSE (Jesus)	ph	7/1/52	026697	07010678	
VERA, ALMA	ph	10/8/74	093521	12441273	
VILLANUEVA-SMITH, ROXANNE	ph	2/3/85	174351	15189992	
VILLARREAL, REBEKAH	ph	7/28/78	123021	12305084	
ZUNIGA, ELIZABETH	ph	10/1/72	097926	11831670	

FUEL CREDIT CARD TRAINING LIST

DEC. 2012

EMPLOYEE	D.O.B.	EMP ID	LIC. #	fuel card policy
ARROYO, TONY	10/26/68	028819	13635446	
CABALLERO, ZAIRA	10/7/70	059269	11721094	
CANO, CYNTHIA	5/18/77	149497	18317108	
CASTILLO, JUAN R.	3/7/83	139262	19106898	
GARCIA, GERARDO/TRANS 9/13/12	8/11/84	188573	02164612	
GARCES, NORMA	12/15/63	059021	10330857	
GARZA, VERONICA	3/19/73	182923	02153101	
GUERRA, PATRICIA/TRANS 10/22/12	10/3/84	193283	00945160	
HINOJOSA, RAFAEL	10/24/57	059285	08615305	
LANDEZ, MARTIN	1/17/66	148695	10556039	
MONTOYA, MELISSA	11/26/91	189936	25373984	
RODRIGUEZ, FRANK (Jose Francisco)	4/6/54	116432	06719255	
RUIZ, JOANN	1/15/77	158313	19106880	
VILLANUEVA, JOEL	2/21/74	094404	11260522	
YOUNT, NELDA	8/12/56	086622	08932219	
BREWSTER, CHARLES	7/30/67	180246	12176462	
CANTU, AISSA/SATF	4/8/84	187127	19575780	
DECKER, ELIDA	9/28/79	148717	13200501	
DE LEON, RAUL/SATF	9/22/88	188565	25341188	
GARZA, MIGUEL	2/13/86	189111	19515673	
HERNANDEZ, YUMMY	9/27/81	182788	16998666	
MARTINEZ, PATRICIA	9/10/55	181412	10223002	
MORGAN, CYNTHIA	6/2/81	189472	01535815	
PONCE, ANABEL	10/13/79	184969	17037446	
RUBIO, SILVESTRE JR	9/28/85	189278	20127901	
SALAZAR, AISSA/SATF	8/17/84	186457	13623075	
SOLIS, ADRIANA	8/26/57	181714	12637278	
VIVES, MATHEW/SATF	5/17/85	185167	03979615	
ELIZONDO, SANTIAGO	10/2/75	167207	15992372	
FLORES, NORA	4/10/76	193968	01801552	
GARCES, RAFAEL	10/10/68	044695	12901300	
GARZA, MELISSA	3/16/62	113697	09216348	
GUZMAN, DAVID	7/31/88	193690	22082569	
LOPEZ, EDGAR LEAL	9/6/77	090468	17726129	
LUEVANO, FRANK	1/11/70	072958	03631397	
LUGO, MARC	2/15/87	193941	20931270	
NIETO, RICARDO	8/6/65	022101	09971588	
PENA, ELBIA	2/12/85	193640	00068482	
RAMIREZ, FABIAN	1/20/62	070513	10809094	
URESTI, OCTAVIANO III	1/24/77	080128	13899629	
VASQUEZ, JUAN	4/2/72	061212	06523133	

under Lea

AI-35449

10. H.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Martha L. Salazar

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise the County's option to utilize the 2nd of two (2) one (1) year renewals in the current policy/contract under the same rates, terms, and conditions for "Hidalgo County – Excess Workers Compensation Insurance" with McGriff, Seibles & Williams of Texas Inc.

BACKGROUND

Current policy effective through 01-01-13 12:00 am standard time, renewal will take effect immediately after.

RFP p14 state renewal terms

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-2202-419-50-115-066-0-524

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Effective January 2013

The adopted budget for 2013 is \$350,000.00

Attachments

[signed renewal n binder.msw](#)

[invoice.msw](#)

[rfp w terms](#)

[ACORDS.msw](#)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/06/2012 04:25 PM
Budget & Management	Obdett Calzada	12/06/2012 04:29 PM
Olga Garza	Olga Garza	12/07/2012 02:54 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Yvette Islas		Started On: 11/28/2012 12:01 PM
	Final Approval Date: 12/07/2012	



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 28, 2012

McGriff, Seibles & Williams of Texas Inc.

Attn: Mr. Johnny Fontenot

5080 Spectrum Drive, Suite 900E

Addison, Texas 75001

Re: E-11-327-11-29

Hidalgo County-Excess Workers' Compensation Insurance

(RFP No: 2010-267-10-27-OTM)

Dear Sir:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise an 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 12/11/12 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 11:00 am Monday, December 03, 2012 via email to: yvette.islas@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By:

A handwritten signature in black ink that reads "Johnny Fontenot".

Date:

A handwritten date in black ink that reads "12/05/2012".

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for Bid, Quote, Proposal, or Statement of Qualification.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

A handwritten signature in black ink that appears to read "Yvette S. Islas".

Yvette S. Islas,

Buyer III

Hidalgo County Purchasing Department

TEMPORARY CONFIRMATION OF INSURANCE

Assigned No.: CP0642055

This Temporary Confirmation of Insurance is evidence that, in accordance with your instructions and acting on your behalf, we have procured from certain Insurer(s) the coverage described hereinafter. This Confirmation is subject to all the terms and conditions of the Policy or Cover Note to be issued and shall be automatically terminated and voided by delivery of said Policy or Cover Note. In the event of any inconsistency, the terms and conditions of the Policy or Cover Note prevail.

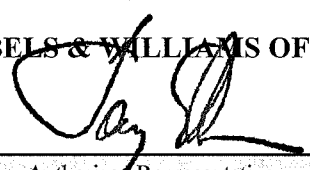
1.	Name of Assured	HIDALGO COUNTY		
2.	Mailing Address:	2812 S. BUSINESS 281, NEW ADMINISTRATION BUILDING EDINBURG, TX 78539		
3.	Insurer(s):	STAR INSURANCE COMPANY A.M. Best's Rating: A-IX		
4.	Confirmation Term	From: 01/01/2013	To: Policy/Cover Note Issuance	TIME 12:01 A.M. C.S.T.
5.	Policy Term	From: 01/01/2013	To: 01/01/2014	TIME 12:01 A.M. C.S.T.
6.	Coverage:	EXCESS LIABILITY COVERAGE		
7.	Interest:	PER DECLARATIONS		
8.	Limits of Liability:	\$ 1,000,000 Each Accident / Occurrence Limit \$ 2,000,000 Policy Aggregate Limit Workers' Compensation Statutory Coverage		
9.	Underlying Limit(s) and Deductible(s):	\$ 1,000,000 General Liability Self-Insured Retention \$ 500,000 Workers' Compensation Self-Insured Retention		
10.	Description of Location and Subject of Insurance:	PER DECLARATIONS		
11.	Service of Suit should be sent per General Conditions herein.			
12.	Rate:	PER DECLARATIONS		
13.	Premium:	\$ 184,000.00	PAYABLE TO:	McGriff, Seibels & Williams of Texas, Inc. Drawer 456 / P.O. Box 11407 Birmingham, AL 35246-0001
	Policy Fee:	\$ -		
	TOTAL:	\$ 184,000.00	NO FLAT CANCELLATIONS	
			PREMIUM DUE DATE TO MSW:	01/01/2013

14. This confirmation is made and accepted subject to the foregoing stipulations and General Conditions attached hereto, which are specially referred to and made a part of this Confirmation together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of the Undersigned shall have power to waive or be deemed to have waived any provisions or condition of this Confirmation unless such waiver, if any shall be written upon or attached hereto, nor shall any privilege or permission affecting this Confirmation exist or be claimed by the Assured unless so written or attached.

Issued at: San Antonio, Texas

McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

On: December 5, 2012
(sgs)

BY: 
Authorized Representative

GENERAL CONDITIONS
Temporary Confirmation of Insurance

FRAUD:

1. If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Confirmation shall become void, and all claims thereunder shall be forfeited.

CANCELLATION:

2. This Confirmation may be cancelled on the customary short rate basis by the Assured at any time by surrender of this confirmation to McGriff, Seibels & Williams of Texas, Inc. This Confirmation may also be cancelled, with or without the return or tender of the unearned premium, by the Insurer(s) or by McGriff, Seibels & Williams of Texas, Inc., in their behalf, by delivering to the Assured, or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein, not less than ten days written notice, stating when the cancellation shall be effective, and in such case the Insurer(s) shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by the Insurer(s) hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurer(s) or the Assured.

CLAIMS:

3. Loss, if any, to be payable in United States Currency. The Assured shall immediately report to McGriff, Seibels & Williams of Texas, Inc., at their office in Houston, Texas, any occurrence likely to result in a claim under this insurance.
4. This insurance is subject to all provisions of this Confirmation, whether printed, typed, added by endorsement, or appearing in forms attached or incorporated by reference. Provisions added by endorsement or forms attached or incorporated by reference supersede any inconsistent printed or typed provisions in this Confirmation.
5. Forms & Special Conditions: Forms applicable are subject in all respects to the terms, conditions and limitations of the policy(ies) or cover note(s) in current use by Insurer(s), unless otherwise specified hereinafter.
6. It is agreed that in the event of the failure of Insurers hereon to pay any amount claimed to be due hereunder, the Insurers hereon, at the request of the Assured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of Insurers' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States.

It is further agreed that service of process in such suit may be made upon the Company's Secretary at the Home Office of the Company as shown on the Declarations.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Insurers hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

7. This Confirmation shall not be assigned, either in whole or in part, without the written consent of McGriff, Seibels & Williams of Texas, Inc. endorsed hereon.
8. This Confirmation shall not be valid unless signed by an Authorized Officer of McGriff, Seibels & Williams of Texas, Inc.

DEFINITION:

It is hereby understood and agreed wherever the printed word "Confirmation" appears herein, it shall be deemed to read "Temporary Confirmation of Insurance".

IMPORTANT: THIS TEMPORARY CONFIRMATION OF INSURANCE CANNOT BE CANCELLED FLAT. EARNED PREMIUM MUST BE PAID FOR THE TIME INSURANCE HAS BEEN IN FORCE. PREMIUM OF THE AMOUNT SHOWN HEREIN IS DUE AND PAYABLE TO McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. ON OR BEFORE THE DUE DATE SHOWN HEREON. IF THE PREMIUM IS NOT PAID WITHIN THE TIME SPECIFIED, THE INSURANCE EVIDENCED BY THIS CONFIRMATION AUTOMATICALLY TERMINATES AND PRO-RATA PREMIUM SHALL BE DUE AND PAYABLE.

**THE ASSURED IS REQUESTED TO READ THIS TEMPORARY CONFIRMATION OF INSURANCE,
AND IF INCORRECT, RETURN IT IMMEDIATELY FOR ALTERATION.**

COMPLAINT NOTICE

IMPORTANT NOTICE

1 To obtain information or make a complaint:

2 You may call **McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.'S** toll-free telephone number for information or to make a complaint at:

1-877-624-7433

3 You may also write to **McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. :**

**5080 Spectrum Drive 900E
Addison, TX 75001**

4 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

5 You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, TX 78714-9104
FAX#(512)475-1771
WEB: <http://www.tdi.state.tx.us>
EMAIL: ConsumerProtection@tdi.state.tx.us**

6 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the

7 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de **McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.** para informacion o para someter una queja al:

1-877-624-7433

Usted tambien puede escribir a **McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.:**

**5080 Spectrum Drive 900E
Addison, TX 75001**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
FAX#(512)475-1771
WEB: <http://www.tdi.state.tx.us>
EMAIL: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, prede entonces comunicarse con el

UNA ESTE AVISO A SU POLIZA:

Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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Star Insurance Company

A.M. Best #: 000695 **NAIC #:** 18023 **FEIN #:** 382626205

Address: 26255 American Drive
 Southfield, MI 48034-6112
[United States](#)
Web: www.meadowbrook.com
Phone: 248-358-1100

Fax: 248-358-1614

Based on A.M. Best's analysis, 058408 - Meadowbrook Insurance Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

 View all of the [companies](#) assigned this rating as a part of an AMB Rating Unit.

Financial Strength Rating [View Definition](#)

Rating: A- u (Excellent)
Financial Size Category: IX (\$250 Million to \$500 Million)
Implication: Negative
Action: Under Review
Effective Date: October 19, 2012
 u Denotes [Under Review Best's Rating](#)

Issuer Credit Rating [View Definition](#)

Long-Term: a- u
Implication: Negative
Action: Under Review
Date: October 19, 2012

Best's Credit Rating Analyst

Office: A.M. Best Company, Oldwick NJ
Financial Analyst: Kenneth Monahan
Assistant Vice President: Joseph M. Roethel

Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

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Reports and News

 Visit Best's News and Analysis site for the latest [news and press releases](#) for this company and its A.M. Best Group.


AMB Credit Report - Insurance Professional - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
 Report Revision Date: 10/19/2012 (represents the latest significant change).



Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).



Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.
Data Status: 2012 Best's Statement File - P/C, US Contains data compiled as of 11/29/2012 Quality Cross Checked.

- [Single Company](#) - five years of financial data specifically on this company.
- [Comparison](#) - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- [Composite](#) - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.



Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).



AMB Credit Report - Business Professional - provides three years of key financial data presented with colorful charts and tables. Each report also features the latest Best's Ratings, Rating Rationale and an excerpt from our Business Review commentary.
Data Status: Contains data compiled as of 11/29/2012 Quality Cross Checked.

Financial and Analytical Products

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[Best's Statement File - P/C, US](#)
[Best's Statement File - Global](#)
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[Best's Executive Summary Report - Comparison - Property/Casualty](#)
[Best's Executive Summary Report - Composite - Property/Casualty](#)
[Best's Regulatory Center](#)
[Best's Insurance Expense Exhibit \(IEE\) - P/C, US](#)
[Best's Schedule F \(Reinsurance\) - P/C, US](#)
[Best's Schedule D \(Municipal Bonds\) - US](#)
[Best's Schedule D \(Common Stocks\) - US](#)
[Best's Schedule D \(Preferred Stocks\) - US](#)
[Best's Regulatory Center Market Share Reports](#)

The following is a brief summary of the measures that we have taken as your broker to review and report to you objectively on the financial security of your insuring companies. Information is included on A.M. Best Company, our primary security rating source, and the internal policies and standards which we have established to address this important issue for our customers.

HISTORY

A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The Best's Rating Guide was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the Best's International Rating Guide was published, reporting on the claims-paying ability of over 950 international insurers.

The information used by Best to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company, and on an interim basis as conditions dictate.

RATING SYSTEM

The Best's rating system is designed to evaluate a wide range of objective and subjective factors which affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the companies' financial strength, its operating performance and its ability to meet its financial obligations to policyholders, as follows:

Profitability	-	Spread of risk
Quality of reinsurance program	-	Leverage/capitalization
Quality and diversification of assets	-	Liquidity
Adequacy of policy loss reserves	-	Adequacy of policyholder's surplus
Capital structure	-	Management experience and objectives

RATING SYMBOLS

A typical Best's rating is composed of two parts. The "Security" portion provides an alphabetical indication of the quality of the security provided by a company to its policyholders. This rating is further defined in three categories, "Secure," "Vulnerable" or "Not Assigned." The "Financial Size" (FSC) portion of the Best's rating uses Roman numerals to rank companies based on the dollar amounts of their policyholders' surplus and contingent reserve funds.

While comparative rankings for security or financial size by themselves may not adequately portray the complete financial health of a company, the combination of the two has proven to be reliable in predicting the ability of a company to meet its claims obligations in a timely manner, both now and in the near future. The actual rating symbols used by Best and their meanings are:

"Secure" Ratings	A++ or A+	Superior
	A or A-	Excellent
	B++ or B+	Very Good
"Vulnerable" Ratings	B or B-	Adequate
	C++ or C+	Fair
	C or C-	Marginal
	D	Very Vulnerable
	E	Under Supervision
	F	In Liquidation
"Not Assigned" Ratings	NA-1 through NA-11, indicating conditions such as inadequacy of size (to justify a rating), inapplicable rating procedure, incomplete	

Financial Size Categories

I	Under \$1,000,000	VIII	\$100,000,000 - \$250,000,000
II	\$1,000,000 - \$2,000,000	IX	\$250,000,000 - \$500,000,000
III	\$2,000,000 - \$5,000,000	X	\$500,000,000 - \$700,000,000
IV	\$5,000,000 - \$10,000,000	XI	\$750,000,000 - \$1,000,000,000
V	\$10,000,000 - \$25,000,000	XII	\$1,000,000,000 - \$1,250,000,000
VI	\$25,000,000 - \$50,000,000	XIII	\$1,250,000,000 - \$1,500,000,000
VII	\$50,000,000 - \$100,000,000	XIV	\$1,500,000,000 - \$2,000,000,000
		XV	Over \$2,000,000,000

Source: Best's Rating Key Guide - 1999 Edition

MSW SECURITY REVIEW

McGriff, Seibels & Williams has established an internal "Security Review Committee" composed of senior management representatives from the Finance, Marketing, Branch, Wholesale and Administrative Divisions of the company. This committee's purpose is to d

This committee meets periodically to review the current listing of all companies, intermediaries and associations which are actively used by MSW. It will also act on any pending requests received from throughout the company to have new providers activate

MSW MINIMUM SECURITY STANDARDS

Approved Companies:	A- (Excellent)	VIII (\$100,000,000 - \$250,000,000)
Acceptable Companies:	B+ (Very Good)	VIII (\$100,000,000 - \$250,000,000)
Restricted Companies:	All Companies with ratings of B+ VII or below	
Prohibited Companies:	All other Companies not mentioned in one of the Standards above	

MSW PROVIDER CLASSIFICATIONS

"Approved Provider" - Any provider whose Best's rating is A- VIII or higher. The Best's rating of an "approved" provider must be printed on all MSW binders and proposals delivered to clients or prospects.

"Acceptable Provider" - Any provider whose Best's rating is B+ VIII or higher, but below A- VIII. The Best's rating of an "acceptable" provider must be printed on all MSW binders and proposals delivered to clients or prospects.

In addition, certain providers, which have been reviewed by the Security Review Committee, may be considered acceptable security. The client will not be required to sign any form of disclaimer or acknowledgement of receipt of this information.

"Restricted Provider" - Any domestic insurance provider whose Best's rating is B+ VII or lower, or who has no Best's rating and has not been given an exception by the Security Review Committee. They will be accessible only upon presentation of a standard

"Prohibited Provider" - All other providers not mentioned in one of the paragraphs above. These providers will not be set up for active use in the MSW agency management system at any time, for any reason.

All A.M. Best rating changes will be posted on our website (www.mcgriff.com). Rate changes that result in a provider moving to a lower classification (e.g. downgraded from "Approved" to "Acceptable" or from "Acceptable" to "Restricted") will be communicated to you in writing and delivered via U.S. Mail.



McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

5080 Spectrum Drive, Suite 900 East / Addison, Texas 75001
TEL (469) 232-2100 FAX (469) 232-2101

County of Hidalgo, Texas
2818 South Business 281
Attn: Flora Vasquez
Edinburg, TX 78539

INVOICE

INVOICE DATE	INVOICE NUMBER
11/27/2012	031210
ASSURED NUMBER	AGENT
32 053600 000	Fontenot
EFFECTIVE DATE	AMOUNT ENCLOSED
01/01/2013	

↑
**PLEASE NOTE
PREMIUMS ARE DUE AND PAYABLE BY
EFFECTIVE DATE**

DETACH AND RETURN WITH REMITTANCE TO: MCGRUFF, SEIBELS & WILLIAMS, INC., DRAWER #456
P.O. BOX 11407, BIRMINGHAM, AL 35246-0001

ALL OTHER CORRESPONDENCE TO: McGriff, Seibels & Williams of Texas, Inc.
5080 Spectrum Drive, Suite 900 East
Addison, TX 75001

Policy Number - CP0651948 - Rnwl
Policy Term - 01/01/13 To 01/01/14
Renewal Policy

Company - Star Insurance Company
Coverage - Excess Workers' Comp

Premium \$184,000.00
Policy Fee \$
Surplus Lines Tax \$
Stamping Fee \$

INVOICE DATE	INVOICE NUMBER
01/01/2013	031210

AMOUNT DUE	\$184,000.00
---------------	--------------

McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

DRAWER #456
P.O. BOX 11407
BIRMINGHAM, AL 35246-0001
(469) 232-2100

Thank You!



PURCHASING DEPARTMENT

County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST

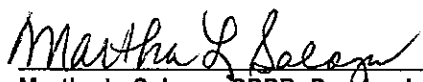
HIDALGO COUNTY "EXCESS WORKERS' COMPENSATION INSURANCE"

RFP NO: 2010-267-10-27-otm

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit A, Requirements, Scope of Services 7 pages & Additional Specifications/Requirements consisting of 7 pages. Total of 14 pages.
4. Exhibit B, Evaluation/Selection Criteria, consisting of 3 pages.
5. Exhibit C, Insurance Requirements, consisting of 3 pages.
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 pages.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
9. IRS W-9 Form, consisting of 4 pages.
10. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.
11. Exhibits-Table of Contents, consisting of 8 pages including cover sheet.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.


Martha L. Salazar, CPPB, Purchasing Agent

October 4, 2010

Date



PURCHASING DEPARTMENT
County Of Hidalgo

October 04, 2010

Re: **HIDALGO COUNTY**
Request For Proposals -

"Excess Workers' Compensation Insurance-Hidalgo County"

RFP NO: 2010-267-10-27-OTM

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

RFP NO: 2010-267-10-27-otm	BUYER: OLGA T. MONTERO	Tel. No: (956) 318-2626 x-4859
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REQUEST FOR PROPOSALS

HIDALGO COUNTY

“EXCESS WORKERS’ COMPENSATION INSURANCE”

October 27, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2010-267-10-27-otm

1. Sealed proposals will be received for **Hidalgo County – “Excess Workers’ Compensation Insurance”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2010-267-10-27-otm- Hidalgo County – “Excess Workers’ Compensation Insurance”** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, October 27, 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2010-267-10-27-otm—HIDALGO COUNTY – “EXCESS WORKERS’ COMPENSATION INSURANCE”.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, October 13, 2010 at 5:00 p.m. Responses will be sent to all applicants by Friday, October 15, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal 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 proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. **For work to be performed and/or services to be provided or rendered at a County owned or operated location, each proposer shall visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.**
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, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
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 proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS: (If applicable)**
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation – **"Hidalgo County – Excess Workers' Compensation Insurance"**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., October 27, 2010
Project/Anticipated Award Date: _____, **2010**
Commence Work or Deliver Products _____, **2010**

18. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- . ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- . ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- . ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- . ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

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 therefor pending before any department or agency of the County.
- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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 contract or

seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal
HIDALGO COUNTY–
“EXCESS WORKERS’ COMPENSATION INSURANCE”
RFP NO: 2010-267-10-27-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

By:_____

Printed Name:_____

EXHIBIT A
REQUIREMENTS/SCOPE OF SERVICES
HIDALGO COUNTY
REQUEST FOR PROPOSAL
“EXCESS WORKERS’ COMPENSATION INSURANCE”

**HIDALGO COUNTY
REQUEST FOR PROPOSAL**

“EXCESS WORKERS’ COMPENSATION INSURANCE”

RFP NO: 2010-267-10-27-OTM

OVERVIEW:

Hidalgo County (hereinafter referred to as “COUNTY”) is soliciting proposals from organizations (hereinafter referred to as “PROPOSER”) qualified to perform professional excess workers’ compensation insurance for the COUNTY’s self-funded Workers’ Compensation Insurance Program. The scope of the work will encompass all aspects of COUNTY operations and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as “RFP”) is only to be used for the purpose of preparing a proposal in the excess workers’ compensation insurance.

Sealed proposals will be accepted until **9:30 A.M., Wednesday, October 27, 2010. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

The Submittal Envelope Must Show:

**RFP NO.: 2010-267-10-27-OTM
“EXCESS WORKERS’ COMPENATION INSURANCE”**

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 South Hwy. 281, at Hidalgo County New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, October 13, 2010, at 5:00 P.M. at (956) 292-7612. Responses will be sent to all applicants via facsimile by Friday, October 15, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications or requirements as set forth in this Request for Proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail. Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

- **DURATION OF CONTRACT:**

- 1.) **Initial Term:** Effective date is from January 1, 2011, through, January 1, 2012;
- 2.) **Renewals & Extensions:** It shall be at the County's sole discretion to renew and extend for an additional two (2), one year renewals/extensions at the same rates and under the same terms and conditions. Two (2), one (1) year renewals/extension rates are to be provided to Hidalgo County for consideration by no later than **October 1, 2011** for the first renewal/extension and no later than **October 1, 2012** for the second renewal/extension.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and ten (10) copies** of the RFP shall be submitted to the address on the cover letter.

Proposers should apprise themselves of all available information. Proposers shall thoroughly examine the specifications, the schedule and all other contract documents.

Proposals should be in conformance with the specifications. Care should be taken to match the requested plan designs as closely as possible. The Request for Proposal specifications are not intended to be restrictive, but Proposals, not in conformance to the specifications, will not be considered unless such nonconformance is explained in detail. General discussion and plan comparison of competing proposals will be in regards to the specified in-force benefits.

Due care has been exercised in the preparation of these specifications, and the information is believed to be substantially correct. However, the responsibility for verification of all information presented herein shall rest solely on the proposer.

CONTENTS:

1. Conditions of Proposal
 - a. All information required by the proposal form shall be furnished.
 - b. Specification price sheets, specifications and necessary information are attached.
 - c. Alternate Proposal- Request for Proposal. Alternate Proposals will be considered. All alternate Proposals should be clearly marked "ALTERNATE PLAN I, ALTERNATE PLAN II., etc." Offerors are encouraged to be creative and to present their most competitive coverage and pricing Proposal.
 - d. The County reserves the right to revise and amend the specifications prior to the date set for the opening. Such revisions or amendments, if any will be announced by addenda or amendments to these specifications. Copies of these addenda so issued will be furnished to all prospective proposers.
 - e. **If you consider any portion of your proposal to be confidential information and that disclosure of its contents to competing proposers would be detrimental to your company, clearly identify those portions. It is the responsibility of the responding party to separate information it considers to be confidential and to place such confidential information on separate sheets of paper, each clearly labeled "CONFIDENTIAL". The identified portions will be protected from disclosure to the extent possible under the law.**
 - f. Proposals will be opened so as to avoid disclosure of contents to competing proposers, and not be made public during the process of negotiation. However, all Proposals shall be opened for public inspection after the award to of the contract, except for any bonafide secrets and/or confidential information contained in the proposal and identified as such.

g. **Clarification of Objections to Proposal Requirements.**

All such requests for information can only be made in writing sent by email or via fax on or before the deadline of **Wednesday, October 27, 2010** to:

Martha L Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Fax No.: 956-292-7612
Email to: martha.salazar@co.hidalgo.tx.us

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

Hidalgo County is soliciting to contract with qualified firms(s) for Hidalgo County's Excess Worker's Compensation Insurance. Please refer to the "Additional Specifications/Requirements" for further requirements regarding qualifications.

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal and ten (10) copies.

SECTION III – RFP SELECTION AND SCHEDULES

SELECTION PROCEDURES:

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a Scoring/Grading Committee comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualification under the RFP, further the Selection Committee may select proposing organizations for "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected Proposer is subject to the action of Hidalgo County Commissioners Court.

PROPOSAL RANKING:

After the proposals have been reviewed, evaluated and scored, by the Scoring/Grading Committee, a grid will be presented to Commissioner's Court for the purposes of ranking. Thereafter, Hidalgo County Commissioner's Court will rank and/or award this proposal.

NEGOTIATION PROCESS:

The number one ranked firm will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

EVALUATION: The evaluation system consists of a 100-point system. The participants will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined in Exhibit B contained herein.

Sealed Request for Proposals must be submitted by **no later than 9:30 a.m. on Wednesday, October 27, 2010.** Overnight mail must also be properly labeled on the outside of the Express Envelope or Package with reference to: **RFP No.: 2010-267-10-27-OTM "EXCESS WORKERS' COMPENSATION INSURANCE."**

PROPOSAL SHOULD BE SUBMITTED TO:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2812 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

ADDITIONAL SPECIFICATIONS/REQUIREMENTS

Hidalgo County, Texas

REQUEST FOR PROPOSALS EXCESS WORKERS' COMPENSATION INSURANCE

I. INTRODUCTION

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals from organizations (hereinafter referred to as "PROPOSER") qualified to perform professional excess workers' compensation insurance for the COUNTY's self-funded Workers' Compensation Program. The scope of the work will encompass all aspects of COUNTY operations and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request for Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal in the excess workers' compensation insurance.

II. GENERAL BACKGROUND

COUNTY is seeking a new contract for its workers' compensation program. COUNTY is seeking to purchase excess workers' compensation coverage with a \$350,000 per occurrence retention level with Statutory limits.

COUNTY's designated representative during the RFP process shall be COUNTY's Purchasing Agent, Martha L. Salazar, Hidalgo County Purchasing Department, Edinburg, Texas.

The COUNTY's fiscal year is from January 1, 2011 to December 31, 2011.

III. CONTRACT TERM

- a) **Initial Term:** Effective date is from **January 1, 2011 to January 1, 2012;**
- b) **Renewals & Extensions:** It shall be at the County's sole discretion to renew and extend for an additional two (2), one (1) year renewals/extensions at the same rates and under the same terms and conditions. Two (2), one year renewal/extensions are to be provided to Hidalgo County for consideration by no later than, **October 1, 2011** for the first renewal/extension and no later than **October 1, 2012** for the second renewal/extension.

IV. SCOPE OF SERVICES

- EXCESS WORKERS' COMPENSATION SPECIFICATIONS ARE AS FOLLOW:
 - A. PROPOSER will prepare and submit IRS form 1099 for all vendors and mail the forms to vendors. PROPOSER will prepare and submit IRS 1099 data in a magnetic tape format no later than January 15th of each year to COUNTY.
 - B. All costs and expenses with the preparation and submission of proposal shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
 - C. This RFP provides the County's most recent Five (5) years of Summary Loss Information.
 - D. A Payroll History Exhibit is also included in the RFP.

V. PROPOSALS

The PROPOSER's completed Proposal pages of this RFP are the main source of evaluation for the Proposal. All PROPOSERS are encouraged to include any other information that they feel will enhance their opportunities to be awarded a Contract.

VI. PREPARATION OF PROPOSAL

- A. PROPOSER is expected to examine this Request for Proposal (RFP) carefully, understand the terms and conditions for providing the pertinent services, and respond completely. Failure to respond completely may result in disqualification.
- B. Failure to respond to all portions of this RFP may result in the PROPOSER's response being deemed non-responsive. If COUNTY deems a Proposal non-responsive, it will be disqualified. An officer or principal of the PROPOSER must sign proposals, however, an agent if accompanied by written evidence of authority may sign them.
- C. All Proposals should include the PROPOSER's federal tax identification number.

VII. SELECTION PROCESS

COUNTY will conduct a comprehensive evaluation of all Proposals received in response to this RFP. COUNTY will establish a Selection Committee comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the Selection Committee may select proposing organizations for "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of COUNTY's County Council.

- A. Economic evaluation of the Proposed Fee Schedule (20 Points)
- B. Responsiveness to the Request for Proposal (20 Points)
 - 1. Requested information included and thoroughness of response.
 - 2. Understanding and acceptance of the scope of services.
 - 3. Acceptance of the RFP and Contract requirements.
 - 4. Clarity and conciseness of the response.
- C. PROPOSER's capability to provide the services requested and information contained in Attachment "A" (60 Points)
 - 1. Background of PROPOSER and support personnel, including professional qualifications.
 - 2. Relevant experience of the PROPOSER.
 - 3. Specific experience with public entity clients.
 - 4. Other resources, including the total number of employees, number and location of offices.
 - 5. References and experience in the Texas public sector.

COUNTY may accept, within the time specified herein, any Proposal in whole or in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of COUNTY.

The Contract will be awarded to the respondent whose Proposal will be most advantageous to COUNTY, as determined by the evaluation factor's listed herein and by the recommendation of the Selection Committee with approval of the County Commissioners Court.

VIII. TERMS AND CONDITIONS

Submission of Proposals: One (1) original and ten typed and bound copies of the Proposal shall be enclosed in a sealed envelope with the notation "Excess Workers' Compensation Insurance" clearly marked on the envelope. All Proposals are due in the Purchasing at Hidalgo County no later than 9:30 AM CST on **Wednesday, October 27, 2010**. Any Proposal received at the location below after that time shall not be considered.

Please mail or deliver your Proposal to:

Physical Address

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department (New Adm. Bldg.)
2812 S. Hwy. 281
Edinburg, TX 78539
(956) 318-2626

All provisions in PROPOSER's Proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or if a Proposal is selected, throughout the entire term of the Contract.

All Proposals become property of COUNTY upon receipt and will not be returned. Proposals submitted will clearly identify trade secrets or information deemed confidential by the PROPOSER by typing the word **"CONFIDENTIAL"** in bold fourteen (14) point font on the bottom margin and indicate what information is protected. However, all PROPOSERS are hereby notified that any Proposals submitted to COUNTY may be subject to disclosure, either in whole or part, under the Texas Public Information Act.

Independent Contractor - It is expressly understood and agreed that PROPOSER and all persons designated by it to provide services in connection with this RFP, is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that COUNTY shall in no way be responsible for any acts or omissions by the PROPOSER. Neither party hereto has authority neither to bind the other nor to hold out to third party that it has the authority to bind the other.

IX. INSURANCE & INDEMNITY PROVISIONS

- A. Prior to the commencement of any work under this CONTRACT, CONTRACTOR shall furnish an original completed certificate(s) of insurance to the COUNTY's DEPARTMENT OF BUDGET & MANAGEMENT, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon.
- B. The COUNTY reserves the right to review the insurance requirements of this section during the effective period of this CONTRACT and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the COUNTY's DEPARTMENT OF BUDGET & MANAGEMENT based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the COUNTY allow modification whereupon the COUNTY may incur increased risk.
- C. The COUNTY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the COUNTY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the COUNTY, the CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.
- D. CONTRACTOR agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions.
 - Name the COUNTY and its directors, officers, employees, agents and elected officials as additional insureds with respects to the operations and activities of, or on behalf of, the named insured performed under contract with the COUNTY, with the exception of the workers' compensation/employers' liability and the professional liability policies.
 - The CONTRACTOR's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the COUNTY for liability arising out of operations under the contract with the COUNTY.
 - Provide for an endorsement that the "other insurance" clause shall not apply to the COUNTY where the COUNTY is an additional insured on the policy.
 - Workers' Compensation/Employers' liability policy will provide a waiver of Subrogation in favor of the COUNTY.
- E. CONTRACTOR shall notify the COUNTY in the event of any notice of cancellation, nonrenewal or material change in coverage and shall give such notices not less than ten (10) days prior to the change, or ten (10) days for nonpayment of premium, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the COUNTY, by Certified mail, at the following address:

Hidalgo County Department of Budget & Management
Attention: Flora Vazquez
2802 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

- F. CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the COUNTY and its elected officials, employees, officers, directors, and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the COUNTY directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of COUNTY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.
- G. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- H. CONTRACTOR shall promptly advise the COUNTY, in writing of any claim or demand against the COUNTY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT.

X. SCHEDULE OF EVENTS

RFP Mailouts
Proposals Due

Wednesday, October 06, 2010
Wednesday, October 27, 2010-9:30 a.m.

Contract Award
Start Date

Possible Award On: Tuesday, November 09, 2010
January 1, 2012

XI. RESERVATION OF RIGHTS

COUNTY reserves the right to:

- Reject any and all Proposals received.
- Issue a subsequent RFP
- Cancel the entire RFP
- Remedy technical errors in the RFP process
- Negotiate with any, all or none of the respondents to the RFP
- Accept the written Proposal as an offer
- Waive informalities and irregularities
- Accept one or more Proposals

This RFP does not commit COUNTY to enter into a Contract, nor does it obligate it to pay any costs incurred in preparation and submission of Proposals or in anticipation of a Contract.

WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, October 13, 2010 at 5:00 p.m..
Res-ponses will be sent to all respondents via facsimile by Friday, October 15, 2010. TELEPHONE INQUIRIES
WILL NOT BE ACCEPTED.

All questions must be transmitted via facsimile to:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Fax No.: 956-292-7612

HIDALGO COUNTY, TEXAS

EXCESS WORKERS' COMPENSATION INSURANCE

Primary Program Options -

Limits:

WC:	Statutory
EL:	\$1,000,000/ \$1,000,000/ \$1,000,000

SIR Options:

WC & EL:	a) \$350,000 Per Occurrence
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**Policies-- All
Options/Coverages:**

To Be Determined

Payment Terms:

Insurer's Best Rating: Please include the insurer's Best's Rating in your proposal.

Accepted ☐ Declined ☐

Requested Coverages, Limits, and Deductibles

Workers Compensation: Statutory

Employers Liability:

\$1,000,000 Bodily injury by accident, each accident (\$100,000 min.)

\$1,000,000 Bodily injury by disease, each employee (\$100,000 min.)

\$1,000,000 Bodily injury by disease, policy limit (\$500,000 min.)

Requested Coverage Provisions

Requested Effective Date: January 1, 2011 to January 1, 2012

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows: HIDALGO COUNTY

Accepted ☐ Declined ☐

Other States Coverage: Please provide other states coverage for all states and U.S. territories and possessions, except the monopolistic state fund states.

Accepted ☐ Declined ☐

Please include the following endorsements:

Voluntary Compensation (WC 00 03 11A): Please include this endorsement providing coverage for state workers compensation benefits for employees not otherwise entitled to workers compensation benefits under that state's law, provided that the injured employee releases the employer and the insurer from all other responsibility for the injury. Voluntary coverage should apply to ALL EMPLOYEES NOT SUBJECT TO THE WORKERS COMPENSATION OR OCCUPATIONAL DISEASE LAW OF ANY STATE, EMPLOYEES INJURED WHILE TEMPORARILY WORKING OUTSIDE OF THE UNITED STATES AND CANADA, VOLUNTEERS, AGRICULTURAL EMPLOYEES, DOMESTIC EMPLOYEES, OTHERS in all states where legally permissible. Benefits payable should be those established in the workers compensation law of THE STATE OF HIRE, THE STATE WHERE INJURY OCCURS, THE STATE OF.

Accepted ☐ Declined ☐

Waiver of Our Right To Recover from Others Endorsement (WC 00 03 13):

Please endorse the policy to provide *blanket* waivers of subrogation when required by written contract or agreement.

Accepted ☐ Declined ☐

Ninety-Day Notice of Cancellation, Nonrenewal, or Material Change in Renewal.

Please add the manuscript cancellation notice endorsement included with this submission.

Accepted ☐ Declined ☐

Delayed Notice of Occurrence Endorsement

The duties in the Event of Occurrence, Claim, or Suit section of the policy is amended to include:

knowledge of any occurrence, claim, or suit by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such injury, claim, or suit shall have been received by the Department Of Budget & Management or any executive officer.

Accepted ☐ Declined ☐

Broad Named Insured Endorsement

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of

more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted ☐ Declined ☐

Unintentional Errors and Omissions

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted ☐ Declined ☐

Notice of Occurrence

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted ☐ Declined ☐

Loss Control Services: Please describe the loss control services that will be provided.

Quoted Premium

Total Premium: \$_____

Premium Computation Information: Please detail the premium computation, including scheduled credits used:

Premium Payment Plan: Please provide the details of any available premium payment plans: _____

Exposure and Rating Information

Description of Operations: Refer to enclosed UNDERWRITING INFORMATION.

Owned Aircraft: There are _____ owned aircraft, with a total of _____ passenger seats.

Volunteer Workers: There are approximately _____ volunteer workers performing DESCRIBE TYPES OF WORK.

Workers Compensation Codes and Projected Payrolls: Refer to enclosed "Workers Compensation Schedule."

Loss Control Programs: DESCRIBE

Loss History: Refer to attached LOSS SUMMARY, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION.

EXHIBIT B

SELECTION/EVALUATION CRITERIA

**HIDALGO COUNTY
REQUEST FOR PROPOSAL**

**EXCESS WORKERS' COMPENSATION
INSURANCE**

SELECTION/EVALUATION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a "Selection Committee" comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the "Selection Committee" may select proposing organizations for "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of COUNTY'S COMMISSIONERS' COURT.

1. Economic Evaluation of the Proposed Fee Schedule **20 Points**
2. Responsiveness to the Request For Proposal **20 Points**
 - a. Requested information included and thoroughness of response.
 - b. Understanding and acceptance of the scope of services.
 - c. Acceptance of the RFP and Contract requirements.
 - d. Clarity and conciseness of the response.
3. Proposer's capability to provide the services requested **60 Points**
 - a. Background of Proposer and Support Personnel, including professional qualifications.
 - b. Relevant experience of the Proposer.
 - c. Specific experience with public entity clients.
 - d. Other resources, including the total number of employees, number and location of offices.
 - e. References and experience in the Texas Public Sector.

County may accept, within the time specified herein, any Proposal in whole or in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the County.

The Contract will be awarded to the respondent whose Proposal will be most advantageous to County, as determined by the evaluation factor's listed herein and by the recommendation of the Selection Committee with approval of Commissioners Court.

RFP SELECTION/EVALUATION FORM

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Economic Evaluation of the Proposed Fee Schedule	20 Points	_____
2. Responsiveness to the Request For Proposal		
a. Requested information included and thoroughness of response.		
b. Understanding and acceptance of the scope of services.		
c. Acceptance of the RFP and Contract requirements.		
d. Clarity and conciseness of the response. Responsiveness to the Request For Proposal		
	20 Points	_____
3. Proposer's capability to provide the services requested and information contained in Attachment "A".		
a. Background of Proposer and Support Personnel, including professional qualifications.		
b. Relevant experience of the Proposer.		
c. Specific experience with public entity clients.		
d. Other resources, including the total number of employees, number and location of offices.		
e. References and experience in the Texas Public Sector.		
	60 Points	_____
Total	100 Points	Score

Provider: _____

Evaluator: _____ Date: _____

Comments: _____

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD		CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED		INSURERS AFFORDING COVERAGE		
		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				EACH OCCURRENCE	\$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	☐ CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$
	☐ OWNER'S & CONT. PROT.				PERSONAL & ADV. INJURY	\$
	☐ OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE	\$
	☐ GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT ☐ LOG				PRODUCTS - COMP. OP. & MGG	\$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG	\$
						\$
C	EXCESS LIABILITY				EACH OCCURRENCE	\$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
	☐ DEDUCTIBLE					\$
	☐ RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS: ☐ OTHER	
					TORY LIMITS	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
	OTHER				E.L. DISEASE-POLICY LIMIT	\$
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 BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE		

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

Authorized Signature

Date

Company

Address

City, State, Zip

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

**PROPOSER'S AFFIDAVIT
EXHIBIT "E"**

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING FOR "EXCESS WORKERS' COMPENSATION INSURANCE"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires: _____, 20__

**HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application**

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us**

[illegible]

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: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

Hidalgo County
“Excess Workers’ Compensation Insurance”
Exhibits - Table of Contents
RFP NO: 2007-267-10-27-OTM

EXHIBITS:

1. Claim Summary Report:
 - 2003 Year to Present
2. 2009/2010 Total Budgeted Compensation
3. Declaration Page
4. Head Start Program Locations Sites
5. 2009/2010 Budget-Go To Hidalgo County Website @
www.co.hidalgo.tx.us

Fiscal Year Summary WC - MO / Ind Group Workers Comp - Medical Only / Indemnity Group 09/01/2010 - 09/30/2010

Fiscal Year	Claim Type	Open	Closed	Total Claims	Paid This Period	Incurred This Period	Recovery this Period	Paid	Outstanding	Incurred	Recovery	Net Incurred
Insurer : Hidalgo County												
2003	Indemn	1	87	88	1,317.00	0.00	0.00	1,179,811.03	39,129.16	1,218,940.19	(26,147.64)	1,192,792.55
	MO	0	97	97	0.00	0.00	0.00	96,282.65	0.00	96,282.65	0.00	96,282.65
	Rec Only	0	100	100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2004	Indemn	0	284	285	1,317.00	0.00	0.00	1,276,093.68	39,129.16	1,315,222.84	(26,147.64)	1,289,075.20
	MO	0	242	242	0.00	0.00	0.00	1,614,560.40	0.00	1,614,560.40	(275,601.63)	1,338,958.77
	Rec Only	0	282	282	7.25	7.25	0.00	180,107.51	0.00	180,107.51	(5,959.00)	174,148.51
2005	Indemn	0	648	648	7.25	7.25	0.00	148.43	0.00	148.43	0.00	148.43
	MO	0	119	122	1,432.68	0.00	0.00	996,145.09	28,487.29	1,024,632.38	(38,804.85)	985,827.53
	Rec Only	1	280	281	300.00	0.00	0.00	146,241.03	0.00	146,241.03	(4,352.96)	141,888.07
2006	Indemn	1	593	597	1,732.68	0.00	0.00	23,196.55	1,849.90	25,046.45	0.00	25,046.45
	MO	0	176	176	0.00	0.00	0.00	1,165,582.67	30,337.19	1,195,919.86	(43,157.81)	1,152,762.05
	Rec Only	0	241	241	0.00	0.00	0.00	720.19	0.00	720.19	0.00	720.19
2007	Indemn	1	129	130	93.88	0.00	0.00	895,454.91	2,857.57	998,312.48	(17,856.27)	980,456.21
	MO	0	176	176	0.00	0.00	0.00	145,120.91	0.00	145,120.91	0.00	145,120.91
	Rec Only	0	241	241	0.00	0.00	0.00	720.19	0.00	720.19	0.00	720.19
2008	Indemn	1	546	547	93.88	0.00	0.00	1,141,296.01	2,857.57	1,144,153.58	(17,856.27)	1,126,297.31
	MO	0	145	146	104.88	0.00	0.00	1,005,128.71	1,863.28	1,006,991.99	(40,864.23)	966,297.76
	Rec Only	0	160	160	0.00	0.00	0.00	115,064.38	0.00	115,064.38	0.00	115,064.38
2009	Indemn	0	251	251	0.00	0.00	0.00	56.58	0.00	56.58	0.00	56.58
	MO	0	556	557	104.88	0.00	0.00	1,120,249.67	1,863.28	1,122,112.95	(40,864.23)	1,081,418.72
	Rec Only	0	171	171	0.00	0.00	0.00	131,991.85	0.00	131,991.85	(323.47)	131,668.38
2010	Indemn	0	314	314	0.00	0.00	0.00	35.50	0.00	35.50	0.00	35.50
	MO	0	579	586	1,201.09	1,622.24	0.00	1,181,296.84	85,522.33	1,266,819.17	(13,637.33)	1,253,181.84
	Rec Only	0	104	120	19,191.44	(15,829.10)	0.00	608,178.30	76,439.08	684,617.38	(2,232.97)	682,384.41
2011	Indemn	4	153	157	9.17	9.17	0.00	108,659.65	1,938.38	110,598.03	0.00	110,598.03
	MO	0	153	157	9.17	9.17	0.00	108,659.65	1,938.38	110,598.03	0.00	110,598.03
	Rec Only	0	153	157	9.17	9.17	0.00	108,659.65	1,938.38	110,598.03	0.00	110,598.03

Fiscal Year Summary WC - MO / Ind Group

Workers Comp - Medical Only / Indemnity Group
09/01/2010 - 09/30/2010

Fiscal Year	Claim Type	Open	Closed	Total Claims	Paid This Period	Incurred This Period	Recovery this Period	Paid	Outstanding	Incurred	Recovery	Net Incurred
Insurer : Hidalgo County												
2009	Rec Only	0	312	312	0.00	0.00	0.00	767.47	0.00	767.47	0.00	767.47
		20	569	589	19,200.61	(15,819.93)	0.00	717,605.42	78,377.46	795,982.88	(2,232.97)	793,749.91
	Indem	52	69	121	52,866.89	94,858.10	0.00	261,115.02	335,952.68	597,067.70	0.00	597,067.70
	MO	31	64	95	6,877.66	3,825.18	0.00	45,044.87	39,562.54	84,607.41	0.00	84,607.41
	Rec Only	0	217	217	(187.46)	(187.46)	0.00	7.25	0.00	7.25	0.00	7.25
2010		83	350	433	59,557.09	98,495.82	0.00	306,167.14	375,515.22	681,682.36	0.00	681,682.36
	INDEM Total :	81	871	952	76,207.86	80,651.24	0.00	7,709,662.95	570,251.39	8,279,914.34	(414,651.45)	7,865,262.89
	MO Total :	35	1,257	1,292	6,886.83	3,834.35	0.00	968,512.85	41,500.92	1,010,013.77	(10,635.43)	999,378.34
	Rec Only Total :	1	1,997	1,998	119.79	(180.21)	0.00	24,931.97	1,849.90	26,781.87	0.00	26,781.87
	Insurer Total :	117	4,125	4,242	83,214.48	84,305.38	0.00	8,703,107.77	613,602.21	9,316,709.98	(425,286.89)	8,891,423.10

Hidalgo County

For 01/01/09 - 01/31/10

Expenditure Summary Report

FTEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Sp

Account No/Description

Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
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2202 SELF-FUNDED WORKERS' COMP

9-2202-419-50-115-060-0-113	HIDALGO CO W/C-REG F/T EMPLOYEES	296.00	.00	296.00	296.00	.00	100.00
9-2202-419-50-115-060-0-141	HIDALGO CO W/C-LOST WAGES	380,503.40	.00	314,089.45	314,089.45	66,413.95	82.55
9-2202-419-50-115-060-0-211	HIDALGO CO W/C-HEALTH INSURANCE	173.50	.00	173.50	173.50	.00	100.00
9-2202-419-50-115-060-0-220	HIDALGO CO W/C-FICA	22.41	.00	22.41	22.41	.00	100.00
9-2202-419-50-115-060-0-230	HIDALGO CO W/C-RETIREMENT	26.70	.00	26.70	26.70	.00	100.00
9-2202-419-50-115-060-0-250	HIDALGO CO W/C-UNEMPLOYMENT COMP	1.48	.00	1.48	1.48	.00	100.00
9-2202-419-50-115-060-0-260	HIDALGO CO W/C-WORKERS COMP	.59	.00	.59	.59	.00	100.00
9-2202-419-50-115-060-0-331	HIDALGO CO W/C-PHYSICIAN SERVICES	800,000.00	.00	514,202.14	514,202.14	285,797.86	64.28
9-2202-419-50-115-060-0-333	HIDALGO CO W/C-LEGAL SERVICES	85,000.00	.00	70,592.43	70,592.43	14,407.57	83.05
9-2202-419-50-115-060-0-820	HIDALGO CO W/C-CLAIMS & JUDGEMENTS NOT C	461,475.92	.00	55,687.00	55,687.00	405,788.92	12.07
		1,727,500.00	.00	955,091.70	955,091.70	772,408.30	55.29
9-2202-419-50-115-061-0-333	DD 1 W/C-LEGAL SERVICES	5,000.00	.00	3,615.51	3,615.51	1,384.49	72.31
9-2202-419-50-115-061-0-820	DD 1 W/C-CLAIMS & JUDGEMENTS NOT COVERED	.00	.00	-1,417.00	-1,417.00	1,417.00	.00
9-2202-419-50-115-061-0-890	DD 1 W/C-OTHER	146,423.56	.00	.00	.00	146,423.56	.00

061

9-2202-419-50-115-062-0-141	CSA W/C-LOST WAGES	151,423.56	.00	2,198.51	2,198.51	149,225.05	1.45
9-2202-419-50-115-062-0-331	CSA W/C-PHYSICIAN SERVICES	7,500.00	.00	5,976.00	5,976.00	1,524.00	79.68
9-2202-419-50-115-062-0-333	CSA W/C-LEGAL SERVICES	5,200.00	.00	4,894.05	4,894.05	305.95	94.12
9-2202-419-50-115-062-0-820	CSA W/C-CLAIMS & JUDGEMENTS NOT COVERED	1,000.00	.00	.00	.00	1,000.00	.00
		.00	.00	-360.00	-360.00	360.00	.00

062

9-2202-419-50-115-063-0-141	HEADSTART W/C-LOST WAGES	13,700.00	.00	10,510.05	10,510.05	3,189.95	76.72
9-2202-419-50-115-063-0-331	HEADSTART W/C-PHYSICIAN SERVICES	80,000.00	.00	44,641.45	44,641.45	35,358.55	55.80
9-2202-419-50-115-063-0-333	HEADSTART W/C-LEGAL SERVICES	120,000.00	.00	99,409.78	99,409.78	20,590.22	82.84
9-2202-419-50-115-063-0-820	HEADSTART W/C-CLAIMS & JUDGEMENTS NOT CO	10,200.00	.00	8,752.95	8,752.95	1,447.05	85.81
		20,000.00	.00	-159,590.00	-159,590.00	179,590.00	-797.95

063

9-2202-419-50-115-065-0-113	DBM-W/C DIV-REG F/T EMPLOYEES	230,200.00	.00	-6,785.82	-6,785.82	236,985.82	-2.95
9-2202-419-50-115-065-0-115	DBM-W/C DIV-LONGEVITY PAY	260,785.93	.00	260,776.59	260,776.59	9.34	100.00
9-2202-419-50-115-065-0-117	DBM-W/C DIV-SUPPLEMENTAL PAY	2,311.92	.00	2,311.92	2,311.92	.00	100.00
9-2202-419-50-115-065-0-118	DBM-W/C DIV-AUTO ALLOWANCE	328.83	.00	315.26	315.26	13.57	95.87
9-2202-419-50-115-065-0-211	DBM-W/C DIV-HEALTH INSURANCE	4,015.49	.00	4,015.49	4,015.49	.00	100.00
9-2202-419-50-115-065-0-212	DBM-W/C DIV-LIFE INSURANCE	22,016.16	.00	22,016.16	22,016.16	.00	100.00
9-2202-419-50-115-065-0-220	DBM-W/C DIV-FICA	174.87	.00	174.87	174.87	.00	100.00
9-2202-419-50-115-065-0-230	DBM-W/C DIV-RETIREMENT	20,174.89	.00	20,216.51	20,216.51	-41.62	100.21
9-2202-419-50-115-065-0-250	DBM-W/C DIV-UNEMPLOYMENT COMP	24,172.54	.00	24,171.44	24,171.44	1.10	100.00
9-2202-419-50-115-065-0-260	DBM-W/C DIV-WORKERS COMP	1,337.13	.00	1,337.07	1,337.07	.06	100.00
9-2202-419-50-115-065-0-311	DBM-W/C DIV-MGMT CONSULTING SRV	571.10	.00	327.02	327.02	244.08	57.26
		13,318.39	.00	11,000.00	11,000.00	2,318.39	82.59

For 01/01/09 - 01/31/10

Expenditure Summary Report

FUEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Sp

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2202 SELF-FUNDED WORKERS' COMP						
9-2202-419-50-115-065-0-336	DEM-W/C DIV-COMPUTER SERVICES	354.26	.00	.00	354.26	.00
9-2202-419-50-115-065-0-339	DEM-W/C DIV-OTHER PROF SRV	6,615.00	.00	.00	6,615.00	.00
9-2202-419-50-115-065-0-431	DEM-W/C DIV-BLDG&OTHR STRUC R&M SRV	169.53	.00	.00	169.53	.00
9-2202-419-50-115-065-0-432	DEM-W/C DIV-EQUIP&VEH R&M SRV	1,300.00	.00	.00	1,300.00	.00
9-2202-419-50-115-065-0-434	DEM-W/C DIV-VEHICLE R&M SERVICE	.00	.00	.00	.00	.00
9-2202-419-50-115-065-0-442	DEM-W/C DIV-EQUIP & VEHICLE RENTALS	5,716.04	.00	3,817.64	3,817.64	1,898.40
9-2202-419-50-115-065-0-531	DEM-W/C DIV-TELEPHONE	2,000.00	.00	1,849.51	1,849.51	150.49
9-2202-419-50-115-065-0-535	DEM-W/C DIV-POSTAGE	3,000.00	.00	1,404.57	1,404.57	1,595.43
9-2202-419-50-115-065-0-550	DEM-W/C DIV-PRINTING & BINDING	1,000.00	.00	261.20	261.20	738.80
9-2202-419-50-115-065-0-560	DEM-W/C DIV-MICROFILM & FILM DEVELOPMENT	500.00	.00	.00	.00	500.00
9-2202-419-50-115-065-0-581	DEM-W/C DIV-TRAVEL IN COUNTY	600.00	.00	.00	.00	600.00
9-2202-419-50-115-065-0-583	DEM-W/C DIV-TRAVEL OUT OF COUNTY	2,003.04	.00	2,003.04	2,003.04	.00
9-2202-419-50-115-065-0-584	DEM-W/C DIV-REGISTRATION FEES	4,506.71	.00	1,275.00	1,275.00	3,231.71
9-2202-419-50-115-065-0-601	DEM-W/C DIV-OFFICE & COMP SUPPL	6,684.28	.00	3,488.08	3,488.08	3,196.20
9-2202-419-50-115-065-0-602	DEM-W/C DIV-PAPER SUPPLIES	381.80	.00	381.80	381.80	.00
9-2202-419-50-115-065-0-631	DEM-W/C DIV-BOTTLED WATER	500.00	.00	82.25	82.25	417.75
9-2202-419-50-115-065-0-661	DEM-W/C DIV-MINOR OFFICE FURN & EQUIP	4,950.00	.00	1,341.00	1,341.00	3,609.00
9-2202-419-50-115-065-0-665	DEM-W/C DIV-MINOR COMPUTER EQUIPMENT	1,605.00	.00	378.41	378.41	1,226.59
9-2202-419-50-115-065-0-666	DEM-W/C DIV-MINOR OFFICE FURNITURE	.00	.00	.00	.00	.00
9-2202-419-50-115-065-0-855	DEM-W/C DIV-LATE FEES, PENALTIES & FINANC	50.00	.00	19.39	19.39	30.61
9-2202-419-50-115-065-0-870	DEM-W/C DIV-DEPRECIATION	10,632.00	.00	10,632.00	10,632.00	.00
065						
9-2202-419-50-115-066-0-350	CLAIMS SERVICING-OTHER SERVICES	401,774.91	.00	373,596.22	373,596.22	28,178.69
9-2202-419-50-115-066-0-524	CLAIMS SERVICING-GENERAL INSURANCE	240,000.00	.00	180,000.00	180,000.00	60,000.00
066						
2202 SELF-FUNDED WORKERS' COMP		490,000.00	.00	341,131.50	341,131.50	148,868.50
9 YEAR 9		3,014,598.47	.00	1,675,742.16	1,675,742.16	1,338,856.31
		3,014,598.47	.00	1,675,742.16	1,675,742.16	1,338,856.31
						55.59

**PUBLIC ENTITY EXCESS
LIABILITY POLICY DECLARATIONS**

Producer Name and Mailing Address:	 McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. te 1450 404 East Ramsey Road, Suite 108 / San Antonio, Texas 78216 TEL--(210) 695-8582
Renewal of:	CP 02678 72
Policy No.:	CP 05136 25
Named Insured and Mailing Address:	Hidalgo County Purchasing Department 2812 S. Business 281 Hidalgo County New Administration Building Edinburg, TX 78539
Policy Period:	From 1/1/10 to 1/1/11 at 12:0am Standard Time at your mailing address shown above

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Only a Coverage Form marked below with an "X" is part of this policy on its effective date:

- ☒ Excess General Liability
☐ Excess Automobile *1 Any Auto
☒ Excess Workers' Compensation

Defense Costs/Claims Expenses are included in the Limit:

Limit of Insurance:	Each Accident or Occurrence Limit	<u>\$1,000,000.</u>
	Policy Aggregate Limit	<u>\$2,000,000.</u>
	Workers' Compensation	<u>\$Statutory</u>
Self-Insured Limit Retention:	Liability other than W.C.	<u>\$1,000,000.</u>
	Workers' Compensation Liability	<u>\$350,000.</u>
Advanced Premium:		
☒ Flat ☐ Adjustable (see Premium Adjustment Endorsement)		<u>\$168,515</u>

Endorsements attached to this Policy: JCL 00 01; 09 15 IL; 4563 IL; CG 00 01; CG 2135; CG 2425; IL 0017; IL 0021; IL 0275; SNS 1002; SNS 1005; SNS 1008; SNS 1010; SNS 1017; SNS GEN 01; SNS GEN 02; SNS GEN 03; SNS GEN 04.

Countersigned: _____

By _____

Authorized Representative

HEAD START CENTERS				
	Center	Address	Phone #	Fax #
1	Alamo	306 South 7th Alamo, Tx. 78516	787-4318	283-0573
2	Alton	202 W. Dawes Ave. Alton Tx. 78578	581-8854	583-6016
3	Donna I	1400 Silver Ave. Donna Tx. 78537	464-2443	464-5373
4	Donna II	1715 Miller Ave. Donna Tx. 78537	464-2561	461-3830
5	Donna IV (La Amistad)	202 West South Ave. Donna, Tx 78537	461-2699	461-3245
6	Edcouch	W. Hwy 107 & Mile 4 N. Edcouch, Tx 78538	262-4552	262-7527
7	Edinburg I	225 South 25th St. Edinburg Tx. 78539	383-3922	383-0823
8	Edinburg II	1200 North 1st Edinburg, Tx. 78539	380-1088	287-9321
9	Edinburg III (Galilean)	3817 South I Rd. Edinburg, Tx. 78539	383-7041	383-7370
10	Edinburg IV	3215 Richardson RD. Edinburg, Tx 78539	383-4730	316-0432
11	Edinburg V	3500 E F.M. 2812 Edinburg, Tx. 78539	383-0665	383-2760
12	Elsa	700 Northwest Hidalgo Tx. 78543	262-4542	262-3644
13	Hidalgo	621 South 5th St. Hidalgo, Tx 78557	843-8361	843-6739
14	La Herencia	RR 3 Box 3059 Mercedes, Tx. 78570	514-4828	514-4917
15	La Joya	231 S. Leo St. La Joya, Tx. 78569	581-2022	524-7298
16	Las Milpas I	741 Zapata Ave. Pharr, Tx 78569	783-1723	781-1723
17	Las Milpas II (El Pueblo)	901E. Thomas Pharr, Tx. 78577	787-6525	787-6431
18	McAllen II STC	101 South 16th Street, McAllen, Tx	631-4240	682-5709
19	McAllen IV (Padre Vida)	3900 South WareRoad McAllen Tx. 78501	618-3797	618-1256
20	McAllen V	1200 North 25th St. McAllen Tx. 78501	928-1396	994-8292
21	McAllen VI (El Patrimonio)	2601 Sarah Avenue McAllen Tx. 78572	583-4435	584-3178
22	McAllen (Vine Terrace)	2220 (B) North 27th St. McAllen, Tx 78501	687-9437	630-4707
23	Mercedes I	1100 w. Expressway 83 Mercedes, Tx 78570	565-5062	514-1163
24	Mercedes II (La Estancia)	3601 East Mile 8 North Mercedes, Tx 78570	514-5492	514-1247
25	Mission I	115 Mayberry Mission, Tx 78572	581-2031	585-7802
26	Mission II	1105 East 8th St.Mission Tx. 78572	581-3635	583-6218
27	Mission III (Pueblo De Paz)	3401 N. Mayberry Mission Tx 78572	580-9709	581-3252
28	Mission IV (Rio de Vida)	301 S. Inspiration Mission	581-6155	581-1835
29	Monte Alto	25249 1st Street, Monte Alto Tx78538	262-4591	262-9229
30	Palmview I	1/4 M.N. 495 on Fm 2062 Palmview Tx 78572	580-1394	519-7373
31	Palmview Annex	1/4 M.N. 495 on Fm 2062 Palmview Tx 78572	580-1394	519-7373
32	Palmview II	618 N. Breyfogle Rd, Palmview Tx. 78572	583-4435	584-3178
33	Palmview III	2401 N. Moorefield Road, Mission, Tx.	584-3860	584-3857
34	Penitas	1 Mile So of Hwy 83 on FM 1427 PenitasTx. 78576	584-7164	580-0418
35	Pharr	415 E. Clark Pharr, Tx 78577	781-0116	787-4750
36	Progreso	Corner of S. 1015 & Palm Progreso, Tx 78579	565-0107	514-0317
37	San Carlos	5 Mile E. Hwy 107 San Carlos, Tx 78539	381-9119	381-9307

HEAD START CENTERS

	Center	Address	Phone #	Fax #
38	San Juan I	200 North Cougar San Juan, Tx 78589	787-4358	787-4358
39	San Juan II	601 Earling Rd San Juan Tx 78589	782-1056	781-9022
40	Sullivan City	Highway 83 Sullivan City, Tx 78595	485-2996	485-9597
41	Weslaco I	310 N. Kansas St. Weslaco, Tx 78596	968-3886	969-8116
42	Weslaco II	3030 N. Texas Blvd, Weslaco, Tx 78596	969-3064	447-1789
43	Weslaco III	6 1/2 W & Expressway 83 Weslaco Tx 78596	968-9751	969-8668
44	Western Rd	Corner of Wester Rd Fm Mission, Tx 78572	583-9700	581-8155
45	Granjeno (Inactive)	6610 South FM 492 Mission, Tx.	N/A	N/A

1	LBJ Administrative Office	1901 W, State Hwy 107, McAllen, TX	383-0706	
---	---------------------------	------------------------------------	----------	--

KITCHENS

1	Edcouch Kitchen	W. Hwy 107 & Mile 4 N Edcouch, Tx 78538	262-5284	
2	Mission Kitchen	400 W. 13th Mission, Tx. 78572	581-7415	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2012

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 BB&T Insurance Services, Inc. Risk Management Department PO Box 5318 Asheville NC 28813		CONTACT NAME: Nila Swink PHONE (A/C, No, Ext): 828-277-3917 E-MAIL ADDRESS: nswink@bbandt.com PRODUCER CUSTOMER ID #: 01BBTMAIN		FAX (A/C, No): 888-632-4250
INSURED BB&T Corporation and Subsidiaries c/o BB&T Insurance Services Inc. PO Box 5318 Asheville NC 28813		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 19682

COVERAGES

CERTIFICATE NUMBER: 1733344511

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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			22UENMS9258	5/1/2012	5/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$300,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000 \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			22UENMS9259	5/1/2012	5/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$ \$ \$	
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$		☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	22WNMS9256	5/1/2012	5/1/2013	☒ WC STATUTORY 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)
 McGriff, Seibels & Williams, Inc. is a wholly owned subsidiary of BB&T.

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Purchasing Depart. 2812 S Business Hwy 281 New Administration Bldg Edinburg TX 78539-0000	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)

11/29/2012

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
MCGRIFF, SEIBELS & WILLIAMS OF GEORGIA, INC.
5605 Glenridge Drive - Suite 300
Atlanta, GA 30342

CONTACT

NAME:

PHONE (A/C, No, Ext): 404 497-7500

FAX (A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A :XL Specialty Insurance Co.

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
BB&T Corp & Subs
c/o BB&T Ins Svcs
P.O. Box 5318
Asheville, NC 28813

COVERAGES

CERTIFICATE NUMBER:TTVBAHWQ

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☐ N						E.L. EACH ACCIDENT \$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
A	Bankers Professional Liability (Includes Ins. Agents E&O for MSW)			ELU12710712	10/01/2012	10/01/2013	\$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Bankers' Professional Liability includes Insurance Agents' E&O.

McGriff, Seibels & Williams, Inc is a wholly owned subsidiary of BB&T.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AI-35385

10. I.

CC CONSENT

Meeting Date: 12/11/2012

Submitted For: Martha Salazar

Submitted By: Vangie Garcia, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to exercise the County's option to extend the first (1st) year of three(3) additional one (1) year periods at the same rates, terms and conditions with Brown & Brown Lone Star Insurance Services, Inc. dba Alamo Insurance Group for "Consulting Services for Self-Funded Insured Group Health" Project.

BACKGROUND

Said renewal effective date of January 1, 2013 with ending date of December 31, 2013.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 2201-415-00-115-009-0-339

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

2013 Adopted Budget is \$75,106.50.

Attachments

EXTENSION AND AGREEMENT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/07/2012 11:05 AM
Budget & Management	Obdett Calzada	12/07/2012 11:27 AM
Olga Garza	Olga Garza	12/07/2012 02:50 PM
Auditor's Office	Angela Garcia	12/07/2012 04:11 PM
Form Started By: Vangie Garcia		Started On: 11/21/2012 11:28 AM
	Final Approval Date: 12/07/2012	



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

August 21, 2012

Brown & Brown Lone Star Insurance
Services Inc. d/b/a Alamo Insurance Group
Attn: Gary Looney
220 S. Ridgewood Avenue
Daytona Beach, Florida 32114

Via Email: glooney@alamoinsgrp.com

Re: Renewal Of Agreement (C-11-149-11-29)-"Consulting Services For Self-Funded Insured Group Health-Hidalgo County"

Dear Mr. Looney:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to extend the first (1st) year of three (3)-one (1) year renewals as provided in the current agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, December 18, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **12:00 Noon, Wednesday, November 28, 2012 and or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____

Date: _____

11/21/12

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

BROKER SERVICES AGREEMENT

THIS **BROKER SERVICES AGREEMENT** (this "agreement"), effective January 1, 2012("Effective Date") is made by and between **Hidalgo County, (County)** and the San Antonio office of **BROWN & BROWN LONE STAR INSURANCE SERVICES, INC. dba Alamo Insurance Group** ("Broker").

Background

Broker is a licensed insurance agency in the State of Texas. County has selected Broker to provide certain risk management and insurance program administration services relating to the Lines of Insurance (as hereinafter defined) and, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year with the option of the County to renew for three (3) additional one (1) year periods at the same rate and conditions unless sooner terminated as herein provided.

2. Relationship of Parties. Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation from the County to the Broker, Broker is providing services to the County as an insurance Counselor. However, Broker or its parent company Brown & Brown, Inc., and related or affiliated companies, may provide services as an insuring company with any placement of coverage in conjunction with the lines of insurance (hereinafter defined) shall be net of agent commissions. County acknowledges and expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.

3. Broker Services. Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"). but only in relation to the following lines of insurance (collectively referred to as "Lines of Insurance"): (a) Group Health Benefits Plan; (b) Group Life and Accidental Death Plan; and (c) Third Party Administration Services.

Nothing in this Agreement shall be construed to impose any obligations on Broker, or limitations on Broker's compensation, relative to any lines of insurance or coverage other than those specifically included in the Lines of Insurance delineated above.

4. County Responsibilities. In consideration of the Services provided by Broker, County agrees as follows:

(a) County shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker's obligations in this Agreement.

(b) County shall timely produce complete and accurate information necessary for the effectuation of insurance coverage at the request of Broker. County further agrees to provide Broker with notice of any material changes in County's business operations or any other material information provided under this Agreement. In addition, County shall confirm the accuracy and recommend any changes to insurance policies issued to County.

(c) County shall timely pay all premiums and fees.

5. Compensation. In consideration of the Services, County shall compensate Broker through a "Broker Services Fee" in the amount of FORTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$47,500.00). The Broker Services Fee shall be payable upon County's execution and delivery of this Agreement through an initial payment in the amount of \$3,500.00, thereafter, eleven (11) equal installments of \$4,000.00. With regard to the Broker Services Fee, County and Broker acknowledge and agree as follows: County and Broker acknowledge and agree as follows:

(a) The Broker shall not receive commissions, bonuses, or any other form of payments in connection with the placement procurement of the Lines of Insurance for County. In addition, it is understood and agreed that Broker, or Broker's corporate parent, subsidiaries or affiliated entities, may receive contingent payments or allowances from insurers based on factors which are not client-specific. Such contingent payments or allowances are not subject to this Agreement.

(b) Broker may place insurance through an intermediary (such as a wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of County's insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements will be subject to the requirements for bidding as required by the County.

(c) Compensation for the Services specified under this Agreement are exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by County upon request.

(d) County acknowledges and agrees that the Broker Services Fee is reasonable in relation to the Services to be provided by Broker hereunder.

6. Termination.

(a) The County and Broker agree that either party might terminate this contract upon thirty (30) days written notice at any time, for any reason or no reason at all. In the

event this contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Broker at the time of termination under this contract for services performed by Broker through the date of termination will be due and payable to Broker within thirty (30) days following the time of contract termination. Notwithstanding the provisions in sub-paragraph (a) above. County may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Broker's insurance license in the State of Texas which is not cured by Broker within sixty (60) days following such suspension or termination: (ii) Broker's participation in any fraud: or (iii) Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty or commission of a felony.

(b) In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this agreement, the County may terminate this agreement upon thirty (30) days written notice to Broker. The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of the agreement. The parties intend this provision to be a continuing right to terminate this agreement at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp 1996)

(c) Notwithstanding the provisions in sub-paragraph (a) above. Broker may terminate this Agreement upon the happening of any one of the following causes: (i) County's failure to pay any Broker Services Fee more than forty-five (45) days after such payment is due: (ii) County's participation in any fraud; or (iii) County's material failure to properly perform its duties and responsibilities hereunder because of County's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraph (i) and (c) shall become effective upon the delivery of written notice of termination to County or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release County from any accrued obligation to pay any sum to Broker (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

7. **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to County

Honorable Roman Garcia
Hidalgo County Judge
1615 S Closner
Suite J
Edinburgh, TX 78539

If to Broker:

Brown & Brown Lone Star Insurance
Services. Inc. dba Alamo Insurance Group
3201 Cherry Ridge Drive, Ste D403
San Antonio, TX 78230
Attn: John "Pat" McMahan
Email: pmcmahana@alamoinsgrp.com
Fax: 210-930-1838

With a copy to:

Brown & Brown, Inc.
220 S. Ridgewood Avenue
Daytona Beach, Florida 32114
Attn: Robert W. Lloyd, General
Counsel [Email: rlloyd@bbins.com](mailto:rlloyd@bbins.com)

or such other address as either shall give to the other in writing for this purpose.

8. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

9. **Texas Law Applies; Venue.** This Agreement has been made and executed in the State of Texas and shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Hidalgo County, Texas.

10. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

11. **Entire Agreement.** This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of County and Broker by their respective duly authorized representative.

IN WITNESS WHEREOF. the parties to this Broker Services Agreement have hereunto set their hands and seals this _____ day of _____, 2011.

HIDALGO COUNTY:

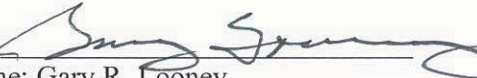
By: 
Signature

Name: _____
Printed

Approved by Commissioners' Court
on 11/29/11 RO

BROKER:

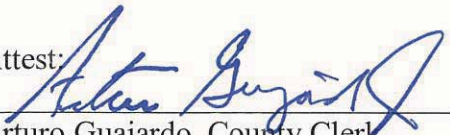
Brown & Brown Lone Star Insurance Services,
Inc. dba Alamo Insurance Group a Texas
corporation

By: 
Name: Gary R. Looney
Title: Senior Vice President
Date: _____

Title: _____

Date: _____

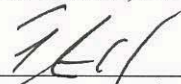
Attest:



Arturo Guajardo, County Clerk

Date: _____

Approved As To Form:
Atlas & Hall, L.L.P.



Stephen L. Crain

Approved by Commissioners Court:
November 29, 2011

S C H E D U L E A

BROKER SERVICES

- a. Monitor the current health benefits provider, through from January 1, 2012 through December 31, 2012.
- b. Review medical plan information and data from health benefits provider
- c. Prepare the Request for Group Health Benefits Plan with Life, Accidental Death and Dismemberment Proposal (RFP)
- d. Monitor the solicitation of qualified insurers and vendors.
- e. Analyze the RFP responses and make recommendations for vendor and coverage
- f. Recommend selection and presentations of finalists
- g. Monitor program implementation (effective 01-01-12)

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, November 23, 2011 11:42 AM
To: 'Angela'
Cc: 'Evangelina Garcia'
Subject: FW: consulting Contract 2012

Importance: High

Ms. Angela:
Please attach this e-mail to AI #29806.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, November 23, 2011 11:20 AM
To: 'Martha Salazar'
Subject: RE: consulting Contract 2012

This revised agreement is fine.



From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, November 23, 2011 10:12 AM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: consulting Contract 2012
Importance: High

Mr. Crain:
We've made some recommendations to Mr. Looney based on your recommendations and concerns. He's included those in this draft. Please review and comment as to form. Hope it works.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, November 23, 2011 9:53 AM
To: 'Martha Salazar'
Subject: FW: consulting Contract 2012

Marty,
Here's the revised contract from Gary Looney for legal's review as to form of document. It will be attached to the agenda item with pursuant to legal's approval.

Thank

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JW

DATE (MM/DD/YYYY)

01/04/12

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 Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 M. Decker Youngman		386-252-9601 386-239-5729	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BROWN-3	FAX (A/C, No):
INSURED BROWN & BROWN INC ETAL P O BOX 2412 DAYTONA BEACH, FL 32115	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : Travelers Prop & Cas of Amer	25674	
		INSURER B : National Surety Corporation	21881	
		INSURER C : Charter Oak Fire Ins	25615	
		INSURER D : Executive Risk Indemnity	35181	
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER: 12020****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			TC2JGLSA9527B874-12	01/01/12	01/01/13	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	☐ CLAIMS-MADE ☒ OCCUR		MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 1,000,000				
	☒ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			TC2JCAP9527B862-12	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS		BODILY INJURY (Per accident) \$				
	☒ SCHEDULED AUTOS		PROPERTY DAMAGE (Per accident) \$				
	☒ HIRED AUTOS						\$
	☒ NON-OWNED AUTOS						\$
B	UMBRELLA LIAB ☒ OCCUR			SUO00048558399	01/01/12	01/01/13	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$ 10,000,000				
	DEDUCTIBLE		\$				
	RETENTION \$		\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TC2OUB9517B58012 TRJUB9518B76112	01/01/12 01/01/12	01/01/13 01/01/13	☒ WC STATUTORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	EMP DIS/FIDELITY			82220236	01/01/12	01/01/13	BLANKET \$ 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

NAMED INSURED: BROWN & BROWN INSURANCE SERVICES OF SAN ANTONIO INC dba ALAMO INSURANCE GROUP. HIDALGO COUNTY IS ADDITIONAL INSURED ON THE GENERAL

CERTIFICATE HOLDER**CANCELLATION**

HILDC01

HIDALGO COUNTY
2802 S BUSINESS HWY 281
EDINBURG, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE