

AI-35988

2. A.

CC CONSENT

Meeting Date: 01/08/2013

Submitted By: Dairen Sarmiento, HEALTH &
HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Human Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-444-00-240-001-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 1/3/13.

Attachments

LINE ITEM TRF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/26/2012 01:05 PM
Ana Galvan	Obdett Calzada	01/03/2013 08:44 AM
Glinda Pacheco	Glinda Pacheco	01/03/2013 05:09 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Dairen Sarmiento		Started On: 12/26/2012 10:45 AM
	Final Approval Date: 01/04/2013	

DATE: 12-26-12
DEPARTMENT HEAD: Dairen Sarmiento
DEPARATMENT NAME: HUMAN SERVICES
ACCOUNT NUMBER: 2-1100-444-00-240-001-0-
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.:

ACCOUNT NUMBER: 2-1100-444-00-240-001-0-

FROM:		TO:			
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT	
601	OFFICE & COMPUTER SUPPLIES	631	BOTTLED WATER	\$	25.00
601	OFFICE & COMPUTER SUPPLIES	535	POSTAGE	\$	250.00
661	MINOR OFFICE EQUIPMENT	535	POSTAGE	\$	500.00

reason: ADJUST LINE ITEMS TO FINISH OUT THE YEAR

TOTAL \$ 775.00

Dairen Sarmiento 12/26/2012
Department Head Signature Date

Approved Commissioners' Court Date Attest County Clerk

AI-35947

2. B.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Eddie Olivarez

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-441-00-340-003-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funding available as of 12/21/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/20/2012 02:53 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Mike Escaname		Started On: 12/20/2012 02:44 PM
	Final Approval Date: 01/04/2013	

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-35887

2. C.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Armando Barrera Jr.

Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

2012 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

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

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 12/21/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/18/2012 04:43 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Mary Garcia		Started On: 12/18/2012 04:26 PM
	Final Approval Date: 01/04/2013	

ATTEST COUNTY CLERK

AI-36160

2. D.

CC CONSENT

Meeting Date: 01/08/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2012 - I.T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-415-00-200-002-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 1/4/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/04/2013 10:34 AM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Edna Kirby		Started On: 01/04/2013 10:22 AM
	Final Approval Date: 01/04/2013	

ATTEST COUNTY CLERK

AI-36064

2. E.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Yvonne Ramon

Submitted By: Melanie Esparaza, ELECTIONS
DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2012 - Elections Department (1100)

BACKGROUND

2012 - Elections LIT

Fiscal Impact

FISCAL YEAR: 2012

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

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 1/2/13.

Attachments

Elections LIT

Account Inquiry

Email Request

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Angela Garcia

Date
01/02/2013 01:32 PM
01/04/2013 05:30 PM
Started On: 01/02/2013 09:48 AM

Form Started By: Melanie Esparaza

Final Approval Date: 01/04/2013



Account No 21100-414-00-130-001-0-540

Accounting Period 13

Period

YTD

304765

pq 12-111

Acct. Year 2

Previous Year Info.

Description ELECTIONS DEPT-ADVERTISING

Summary

Budgets

Open Encumb

Encumb Detail

All Encumb

Checks

Unposted Pay

Unprinted Pay

AJE

Recpts/Lr 111

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	30,000.00	30,000.00	.00	.00	30,000.00
03	.00	.00	851.10	.00	29,148.90
04	.00	.00	17,668.17	.00	11,480.73
05	.00	.00	980.30	410.20	10,090.23
06	.00	.00	9,558.37	9,852.07	9,796.53
07	.00	.00	8,343.34	1,390.50	62.69
08	.00	.00	18,284.54	16,594.54	1,752.69
09	.00	10,000.00	1,034.23	.00	10,718.46
10	.00	20,000.00	24,928.17	1,026.90	4,763.39
11	.00	.00	20,992.40	21,492.40	4,263.39
12	.00	.00	4,970.00	4,970.00	4,263.39
YTD	30,000.00	60,000.00	.00	55,736.61	4,263.39
PRE	.00	.00	.00	.00	.00
TOT	30,000.00	60,000.00	.00	55,736.61	4,263.39

Melanie Esparza

From: Antonio Hernandez [antonio.hernandez@auditor.co.hidalgo.tx.us]
Sent: Thursday, December 27, 2012 9:23 AM
To: melanie.esparza@co.hidalgo.tx.us
Subject: Obj 619

Good morning Melanie

I received invoice 9010284231 for Grainger PO 684349. This purchase order needs to be reclassified to object 619 to process payment for the wet/dry vacuum.

You currently do not have any funds in object 619, so we cannot adjust it at this time. Please process a line item transfer so that this PO can be reclassified.

Thanks

Antonio Hernandez, Jr.
Accounts Payable Specialist II
Hidalgo County Auditor's Office
956.318.2511 ext 4629

AI-35830

2. F.

CC CONSENT

Meeting Date: 01/08/2013

Submitted By: Nereida Garza, HUMAN
RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

2012 - Human Resources (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-415-50-190-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funds available as of 12/14/12 \$295.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/14/2012 02:02 PM
Obdett Calzada	Obdett Calzada	12/14/2012 04:58 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Nereida Garza		Started On: 12/14/2012 11:23 AM
	Final Approval Date: 01/04/2013	

DATE: 12-14-2012
DEPARTMENT HEAD: Esther A. Cortez
DEPARATMENT NAME: Civil Service
ACCOUNT NUMBER: 2-1100-415-50-190-001-0-
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.:

ACCOUNT NUMBER: 2-1100-415-50-190-001-0-

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
432	Equip. & Veh R&M Services	339	Professional Service	295.00

TOTAL \$295.00

REASON; For service needed

Department Head Signature Date

Approved Commissioners' Court Date Attest County Clerk

AI-35965

2. G.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Fire Marshals Office

Submitted By: Rolando Garcia, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - Fire Marshal's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2

ACCT. #: 2-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:

Available balance as of 12/21/12.

Reference AI-35936 CC 01/08/13.

Attachments

Transfer
backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/21/2012 02:31 PM
Glinda Pacheco	Glinda Pacheco	12/21/2012 03:20 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Rolando Garcia		Started On: 12/21/2012 02:08 PM
Final Approval Date: 01/04/2013		

DATE: January 7, 2013

DEPARTMENT
HEAD: Sergio Cruz

DEPARTMENT
NAME: Budget & Management for Fire Marshals (1100)

**ACCOUNT
NUMBER:** 2-1100-422-10-300-001-0-XXX

SUBJECT: Intra Department Transfer

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.

[illegible]

REASON: Transfer needed to cover AI-35936 GT Distributors Invoice(s) CC (01/08/13)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

HIDALGO COUNTY, TEXAS ADMINISTRATIVE POLICY MANUAL	Procedure: U.1 Page: 1 of 4 Date Authorized: 10/--/2011 Supersedes:

1. POLICY TITLE Uniform Policy

2. POLICY STATEMENT

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

3. PURPOSE

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

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

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

4. GENERAL GUIDELINES

- A. Each Department Director will identify the positions within their respective department for which the wearing of a uniform is required. Department Directors should ensure that uniforms are absolutely necessary.
- B. Employees filling positions designated as requiring the wearing of a uniform must wear issued uniforms on the job on a daily basis once the employee receives his/her supply of uniforms.
- C. Each department requiring employees to wear uniforms must include funds for new issues and replacement of uniforms in their respective department annual budget.
- D. The purchasing of uniforms may be used in lieu of the rental of uniforms when considered more economical by the Elected Official or the County Executive Officer for General Fund Departments.

5. UNIFORM ISSUANCE

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

HIDALGO COUNTY, TEXAS
ADMINISTRATIVE POLICY MANUAL

Procedure: U.1
Page: 2 of 4
Date Authorized: 10/--/2011
Supersedes:

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

6. APPEARANCE IN UNIFORM

- A. Personnel shall maintain a neat and professional appearance while in uniform that shall be representative of the County of Hidalgo.
- B. When the uniform is worn, the wearer shall maintain a neat, tidy appearance at all times, avoiding soiled or wrinkled uniforms.
- C. Employees should keep their hair, beards, mustaches, or sideburns, clean, neatly combed or brushed and should not appear ragged or unkempt.

7. APPROPRIATE ATTIRE FOR NON-UNIFORMED AND UNIFORMED PERSONNEL

- A. Non-Uniformed Employees wearing civilian attire will wear clothing that is acceptable for an office setting and keeping with other County Offices and Departments.
- B. Non-Uniformed and Uniformed Employees will ensure that their clothing is cleaned, free of stains, tears and holes.
- C. Non-Uniformed and Uniformed Employees authorized to wear jeans shall not wear jeans faded out, spotted with bleach or worn to the point that the cuffs are frayed or cut. The jeans cannot have holes in them.
- E. All button down shirts or blouses will be worn tucked in the pant line. The only exception is for women's blouses that are designed to be worn un-tucked. Examples of this type of blouse are those made with straight hem.

8. CASUAL ATTIRE

- A. On Fridays, or the last day of the workweek, Non-Uniformed Employees are allowed to wear jeans. Designed Uniformed employees shall not observe this practice unless authorized by the Department Director. Clothes should be neat, clean, and without holes or ragged edges.
- B. Attire that is considered inappropriate includes but is not limited to: shorts, low cut shirts/blouses, ratty jeans, T-shirts, athletic shoes, thong sandals, and any attire that exposes the midriff or undergarment, and any other attire that the supervisor deems inappropriate.

HIDALGO COUNTY, TEXAS ADMINISTRATIVE POLICY MANUAL	Procedure: U.1 Page: 3 of 4 Date Authorized: 10/--/2011 Supersedes:

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

9. UNACCEPTABLE CASUAL ATTIRE

- A. Regardless of gender, it is not appropriate to wear your favorite old t-shirt, ripped jeans and sneakers. Keep in mind the “business” part of the business casual, and leave your old comfortable clothes at home.
- B. Pull over’s can be worn but must have collar and top buttons (polo style). All pull over’s will be worn tucked in the pant line. Henley style (collarless with buttons) pull over’s are not acceptable. Pull over shirts cannot be heavily designed with patterns.
- C. Hawaiian shirts or similar heavily patterned shirts are not acceptable wear for the office.
- D. Revealing clothing, transparent materials, micro-mini skirts, and or shorts prohibited.
- E. If you are assigned to go to a class, seminar or training and
- F. you are being paid to attend, you are expected to adhere to this dress policy.

11. CARE AND MAINTENANCE OF UNIFORMS

- A. Employees are personally responsible for the proper care, cleaning, alterations and repair of uniforms issued to them.
- B. If uniform item(s) becomes unserviceable the employee must launder the item and request a replacement.
- C. If an employee loses a uniform item, the employee will be charged the current cost for the item for a replacement.

10. IMPROPER UNIFORM WEAR PROHIBITED

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

12. TERMINATION OF EMPLOYMENT

- A. When an employee terminates with the County or is transferred into a position of which wearing a uniform is not required, the employee must return all uniform items

HIDALGO COUNTY, TEXAS
ADMINISTRATIVE POLICY MANUAL

Procedure: U.1
Page: 4 of 4
Date Authorized: 10/--/2011
Supersedes:

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

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

13. POLICY VIOLATION AND REVISION

- A. An employee who does not wear the uniform specified, without a reason acceptable to the immediate supervisor, will be subject to disciplinary action, up to and including termination of employment.
- B. Employees may not wear county uniforms in any capacity other than when they are performing official business for the county.
- C. Failure to comply with the guidelines established in this policy may lead to disciplinary action up to and including termination of employment.

AI-35967

2. H.

CC CONSENT

Meeting Date: 01/08/2013

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

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

2012 - Texas Agrilife Extension (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 21100461003800010xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 12/21/12

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/21/2012 03:42 PM
Obdett Calzada	Obdett Calzada	12/21/2012 04:31 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Nora Linda Cruz		Started On: 12/21/2012 03:05 PM
	Final Approval Date: 01/04/2013	

DATE: December 21, 2012

DEPARTMENT
HEAD: Barbara Storz

DEPARTMENT
NAME: TEXAS AGRILIFE EXTENSION

ACCOUNT
NUMBER: 2-1100-461-00-380-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
432	R&M Srv & Equip. & Vehicles	431	R&M Srv. Bldng. & Other Structures	15.00
TOTAL				15.00

REASON: To properly classify expenditures for purchase order increase that was needed to help pay Guthries Locksmith.
Locksmith for work done. Original quote was incorrect, but we didn't know the price was going to
change until service man was doing the work.

Barbara C. Atony

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-35944

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

CC CONSENT

Meeting Date: 01/08/2013

Submitted By: Daisy Zarate, J.P. 3, 2

Department: J.P. 3, 2

Information

CAPTION

2012 - Justice of the Peace Pct 3, Pl 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-412-00-066-001-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 1/3/13.

Attachments

COPIER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/20/2012 02:03 PM
Ana Galvan	Obdett Calzada	01/03/2013 08:43 AM
Glinda Pacheco	Glinda Pacheco	01/03/2013 09:48 AM
Purchasing Department	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Daisy Zarate		Started On: 12/20/2012 01:53 PM
	Final Approval Date: 01/04/2013	

DATE: December 20, 2012

DEPARTMENT
HEAD: Judge Ismael "Melo" Ochoa

DEPARTMENT
NAME: Pct.3, Pl.2

**ACCOUNT
NUMBER:** 2-1100-412-00-066-001-0-

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



Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON: OFFICE PURCHASED A NEW COPIER, NEED TO PAY THE REMAINING AMOUNT

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-36056

2012 Intradept.(line item) Transfers 2. J.

CC CONSENT

Meeting Date: 01/08/2013

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

Department: COMM. PCT. #1

Information

CAPTION

2012 - Pct. #1 SAN (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-432-00-121-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 01/04/2012.

Attachments

Revised LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/28/2012 04:16 PM
Ana Galvan	Ana Galvan	01/04/2013 05:18 PM
Purchasing Department	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Pamela Hernandez		Started On: 12/28/2012 04:12 PM
	Final Approval Date: 01/04/2013	

MEETING REQUEST DATE: January 8, 2013

AI#

JE-

SUBJECT: Budget Line-Item Transfer(s)

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

[illegible]

ATTEST COUNTY CLERK

AI-35994

2. K.

CC CONSENT

Meeting Date: 01/08/2013

Submitted By: Anthony Webber, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2012 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-452-00-121-013-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 12/28/12.

Attachments

2012 PCT. # 1 PARKS (1100)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/27/2012 02:15 PM
Glinda Pacheco	Glinda Pacheco	12/28/2012 02:43 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Anthony Webber		Started On: 12/27/2012 01:34 PM
	Final Approval Date: 01/04/2013	

MEETING REQUEST DATE: January 15, 2013

AI#

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.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-36031

2. L.

CC CONSENT

Meeting Date: 01/08/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct.2 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-452-00-122-008-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available \$763.23 as of 1/2/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/28/2012 03:28 PM
Glinda Pacheco	Glinda Pacheco	01/03/2013 09:38 AM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Katia Garcia		Started On: 12/28/2012 01:44 PM
	Final Approval Date: 01/04/2013	

AI-36099

2. M.

CC CONSENT

Meeting Date: 01/08/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. 2 San Juan CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-466-00-122-018-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available \$1,850 as of 1/3/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 09:43 AM
Obdett Calzada	Obdett Calzada	01/03/2013 09:52 AM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Katia Garcia		Started On: 01/03/2013 08:51 AM
	Final Approval Date: 01/04/2013	

AI-36097

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

CC CONSENT

Meeting Date: 01/08/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct.2 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-122-005-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available \$6.88 as of 1/3/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 08:51 AM
Glinda Pacheco	Glinda Pacheco	01/03/2013 09:29 AM
Purchasing Department	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Katia Garcia		Started On: 01/03/2013 08:34 AM
	Final Approval Date: 01/04/2013	

AI-35874

2. O.

CC CONSENT

Meeting Date: 01/08/2013

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

Department: COMM. PCT. #3

Information

CAPTION

2012 - Pct #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

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

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 12/18/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/18/2012 11:33 AM
Glinda Pacheco	Glinda Pacheco	12/18/2012 03:26 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Norma Ceballos		Started On: 12/18/2012 10:53 AM
	Final Approval Date: 01/04/2013	

INTRA-DEPARTMENTAL TRANSFER

DATE: December 18, 2012

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

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

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
605	Pct #3 Sanitation- Clothing & Uniforms	619	Pct #3 Sanitation - Other Misc. Supplies	\$ 200.00
605	Pct #3 Sanitation- Clothing & Uniforms	613	Pct #3 Sanitation - Safety Supplies	\$ 100.00
605	Pct #3 Sanitation - Clothing & Uniforms	672	Pct #3 Sanitation - Equip & Veh R&M Supplies	\$ 100.00
432	Pct #3 Sanitation - Equip. & Veh. R&M Srv.	672	Pct #3 Sanitation - Equip & Veh R&M Supplies	\$ 900.00
601	Pct #3 Sanitation - Office & Computer Supplies	672	Pct #3 Sanitation - Equip & Veh R&M Supplies	\$ 240.00
TOTAL				\$ 1,540.00

REASON: Expected expenses

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

AI-36071

2. P.

CC CONSENT

Meeting Date: 01/08/2013

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:

607 --> 619 \$ 38.00

Funds available as of 01/02/13

Attachments

Rd Maint LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/02/2013 03:35 PM
Glinda Pacheco	Glinda Pacheco	01/03/2013 08:30 AM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Veronica Lopez		Started On: 01/02/2013 11:09 AM
	Final Approval Date: 01/04/2013	

AI-35913

2. Q.

CC CONSENT

Meeting Date: 01/08/2013

Submitted By: Teresa Navarro, 449TH DISTRICT
COURT

Department: 449TH DISTRICT COURT

Information

CAPTION

2012 - 449th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 21100412000110010xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds Available as of 12/19/12

Attachments

449th Line Item

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/19/2012 01:33 PM
Obdett Calzada	Obdett Calzada	12/19/2012 03:10 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Teresa Navarro		Started On: 12/19/2012 12:33 PM
	Final Approval Date: 01/04/2013	

AI-35754

3. A.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Eddie Olivarez

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 2-1293-441-00-340-012-3-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Merlen P. Munoz	12/13/2012 03:20 PM
Veronica Ortiz	Veronica Ortiz	12/14/2012 03:23 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Mike Escaname		Started On: 12/13/2012 11:58 AM
Final Approval Date: 01/04/2013		

Reason: Line item transfer needed to fund anticipated expenditures.

AI-35755

3. B.

CC CONSENT

Meeting Date: 01/08/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

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

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 12/14/12 in the following grant account
2-1293-441-00-340-013-3-601 in the amount of \$11,838.93.

Attachments

L.I.T.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/13/2012 03:20 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Mike Escaname		Started On: 12/13/2012 12:42 PM
	Final Approval Date: 01/04/2013	

Date:	December 13, 2012
Department Head:	Eduardo Olivarez, Chief Administrative Officer
Department Name:	Hidalgo County Health & Human Services Department
Account Number:	3-1293-441-00-340-013-3-xxx TDH PHPSB
Budget Line Item Transfer(s)	

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1293-441-00-340-013-3-601	TDH PHPSB-OFFICE & COMPUTER SUPPLIES	3-1293-441-00-340-013-3-661	TDH PHPSB-MINOR OFFICE FURNITURE & EQUIPMENT	\$3,500.00
			Amount	\$ 3,500.00

Revenue Account

Amount Requested: \$ 3,500.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE _____

APPROVED COMMISSIONER'S COURT

DATE _____

ATTEST COUNTY CLERK

AI-36098

3. C.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Corina Hernandez

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: AUXILIARY COURT

Information

CAPTION

2013 - Auxilary Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-045-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

AVAILABLE BALANCE AS OF 01/03/12 - \$295.00

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Angela Garcia

Date
01/03/2013 08:54 AM
01/04/2013 05:30 PM
Started On: 01/03/2013 08:47 AM

Form Started By: Angela Garcia

Final Approval Date: 01/04/2013

ATTEST COUNTY CLERK

AI-36096

3. D.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Naomi DeSmith

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: COUNTY COURT #8

Information

CAPTION

2013 - CCL# 8 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-028-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

AVAILABLE BALANCE AS OF 01/03/13 - \$336,680.14

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 08:50 AM
Obdett Calzada	Obdett Calzada	01/03/2013 10:15 AM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Angela Garcia		Started On: 01/03/2013 08:33 AM
	Final Approval Date: 01/04/2013	

AI-36074

3. E.

CC CONSENT

Meeting Date: 01/08/2013

Submitted By: Rachel Cavazos, CONSTABLE
PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

2013 - Constable Pct. 3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-293-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 01-04-2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/02/2013 01:39 PM
Veronica Ortiz	Veronica Ortiz	01/04/2013 02:42 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Rachel Cavazos		Started On: 01/02/2013 11:32 AM
	Final Approval Date: 01/04/2013	

AI-36150

3. F.

CC CONSENT

Meeting Date: 01/08/2013

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

Department: CONSTABLE PCT. #4

Information

CAPTION

2013 - Constable Pct 4 (1100)

BACKGROUND

Transfer is needed to cover Copsync expenditure for the year.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-294-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 01/04/2012.

Attachments

Revised LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/04/2013 09:31 AM
Ana Galvan	Ana Galvan	01/04/2013 04:38 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Nayla Munoz		Started On: 01/04/2013 08:40 AM
	Final Approval Date: 01/04/2013	

DATE: January 4, 2013

DEPARTMENT HEAD: J. E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

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

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
613	Safety Supplies	342	Info & Credit Services	\$4,750.00
672	Eq&Veh R&M Supplies	342	Info & Credit Services	\$2,400.00
TOTAL				\$7,150.00

REASON: Transfers are needed to cover Copsync expenditure.

JOEL RIVERA *for Constable J. E. Guerra*

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-35984

3. G.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Sergio Cruz, BUDGET &
MANAGEMENT

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Co. Wide Adm (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-00-115-002-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 1/2/13.

Attachments

Transfer

Form Review

Inbox

Erika Zamora (Originator)

Auditor's Office

Form Started By: Erika Zamora

Reviewed By

Erika Zamora

Angela Garcia

Date

01/04/2013 05:10 PM

01/04/2013 05:30 PM

Started On: 12/21/2012 06:08 PM

Final Approval Date: 01/04/2013

DATE: January 8, 2013

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Co Wide Adm

ACCOUNT NUMBER: 3-1100-415-00-115-002-0-XXX

Contact Person: Erika Zamora

Ph#: (956) 292-7025 Ext. 5416

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



Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
626	Gasoline/Diesel	899	Contingency	798,000.00
441	Land & Bldg Rentals	899	Contingency	120,750.00
TOTAL				918,750.00

REASON: To fund all personnel agenda items approved by Commissioners' Court on 1/1/13. AI#'s 36054,36060, 36035, 36032, 36005, 36016, 36042, 36043, 36144, 36183, 36184, 36170, 36084, 36110, 36068, 36155.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-35987

3. H.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Comm. J. Palacios

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. #4 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-124-005-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 12/26/12

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/26/2012 01:05 PM
Obdett Calzada	Obdett Calzada	12/26/2012 03:46 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Veronica Lopez		Started On: 12/26/2012 10:44 AM
	Final Approval Date: 01/04/2013	

Revised 2

Intradepartmental Transfer



HEAD: Joseph Palacios

NAME: _____

Hidalgo County Precinct No. 4

Adm

NUMBER:

3-1200-431-00-124-005-0-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 DESCRIPTION	TO	OBJECT DESCRIPTION	AMOUNT
OBJECT CODE		OBJECT CODE		
780	Pct4 ADM- Capital Leases	412	Pct4 ADM- Cable/Satellite TV	\$159.44
855	Pct4 ADM- Late Fees, Penalties & Finance	442	Pct4 ADM- Equip & Vehicle Rentals	\$100.00
780	Pct4 ADM- Capital Leases	550	Pct4 ADM- Printing & Binding	\$997.00
810	Pct4 ADM- Dues & Memberships	584	Pct4 ADM- Registration Fees	\$200.00
780	Pct4 ADM- Capital Leases	631	Pct4 ADM- Bottled Water	\$300.00
780	Pct4 ADM- Capital Leases	584	Pct4 ADM- Registration Fees	\$800.00
540	Pct4 ADM- Advertising	584	Pct4 ADM- Registration Fees	\$500.00
535	Pct4 ADM- Postage	584	Pct4 ADM- Registration Fees	\$200.00
529	Pct4 ADM- Surety & Notary Bonds	584	Pct4 ADM- Registration Fees	\$200.00
780	Pct4 ADM- Capital Leases	665	Pct4 ADM- Minor Computer Equipment	\$490.00
TOTAL				\$3,946.44

Transfer needed to fund 2013 expenditures.

DEPARTMENT HEAD SIGNATURE _____

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-35989

3. I.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Comm. J. Palacios

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

Department: COMM. PCT. #4

Information

CAPTION

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

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

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 12/26/12

Attachments

revised transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/26/2012 03:27 PM
Veronica Ortiz	Veronica Ortiz	01/04/2013 02:10 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Veronica Lopez		Started On: 12/26/2012 10:54 AM
	Final Approval Date: 01/04/2013	

DATE: January 3, 2013

DEPARTMENT
HEAD: Joseph Palacios

2013

Intradepartmental Transfer

AI- 35989



DEPARTMENT
NAME: Hidalgo County Precinct No. 4
Rd Maint

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

Contact Person: Veronica Lopez

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

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 DESCRIPTION	TO	OBJECT DESCRIPTION	AMOUNT
OBJECT CODE		OBJECT CODE		
346	Pct4 Rd Maint- Hauling & Freight Services	421	Pct4 Rd Maint- Disposal	\$7,560.00
346	Pct4 Rd Maint- Hauling & Freight Services	603	Pct4 Rd Maint- Education/Instruction Supp	\$1,000.00
346	Pct4 Rd Maint- Hauling & Freight Services	622	Pct4 Rd Maint- Electricity	\$4,000.00
346	Pct4 Rd Maint- Hauling & Freight Services	630	Pct4 Rd Maint- Food	\$500.00
731	Pct4 Rd Maint- Roads	672	Pct4 Rd Maint- Equip & Veh R&M Supplies	\$50,000.00
346	Pct4 Rd Maint- Hauling & Freight Services	748	Pct4 Rd Maint- Other Equipment	\$2,000.00
346	Pct4 Rd Maint- Hauling & Freight Services	673	Pct4 Rd Maint- R&B R&M Supplies	\$9,540.00
433	Pct4 Rd Maint- R&B R&M Service	673	Pct4 Rd Maint- R&B R&M Supplies	\$21,000.00
431	Pct4 Rd Maint- Bldg & Other Struc R&M Srv	311	Pct4 Rd Maint- Mgmt Consulting Srv	\$9,000.00
609	Pct4 Rd Maint- Agri & Landscaping Supplies	311	Pct4 Rd Maint- Mgmt Consulting Srv	\$3,000.00
664	Pct4 Rd Maint- Other Minor Equipment	311	Pct4 Rd Maint- Mgmt Consulting Srv	\$4,400.00
334	Pct4 Rd Maint- Arch & Eng Srv	311	Pct4 Rd Maint- Mgmt Consulting Srv	\$10,000.00
442	Pct4 Rd Maint- Equip & Vehicle Rentals	311	Pct4 Rd Maint- Mgmt Consulting Srv	\$7,000.00
605	Pct4 Rd Maint- Clothing & Uniforms	311	Pct4 Rd Maint- Mgmt Consulting Srv	\$500.00
731	Pct4 Rd Maint- Roads	711	Pct4 Rd Maint- ROW	\$7,400.00
TOTAL				\$136,900.00

AI-35991

3. J.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Comm. J. Palacios

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. #4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-452-00-124-009-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 12/26/12

Attachments

2013 Pct 4 Parks

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/26/2012 03:28 PM
Obdett Calzada	Obdett Calzada	12/26/2012 04:14 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Veronica Lopez		Started On: 12/26/2012 02:19 PM
	Final Approval Date: 01/04/2013	

AI-35992

3. K.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Comm J. Palacios

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. #4 CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-466-00-124-077-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available as of 01/04/2013

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/26/2012 04:17 PM
Ana Galvan	Ana Galvan	01/04/2013 04:51 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Veronica Lopez		Started On: 12/26/2012 03:03 PM
	Final Approval Date: 01/04/2013	

AI-36182

3. L.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: JP Luis Garza

Submitted By: Veronica Ortiz, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - JP 3 PI 1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-065-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 01-04-2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/04/2013 04:24 PM
Obdett Calzada	Obdett Calzada	01/04/2013 04:44 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Veronica Ortiz		Started On: 01/04/2013 04:10 PM
	Final Approval Date: 01/04/2013	

AI-36179

4. A.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Sergio Cruz, BUDGET &
MANAGEMENT

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co Comm (1100):

Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Co Comm in the amount of \$22,000 to fund broadcasting of commissioners' court for the months of October and November 2012 to RGV Educational Broadcasting.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-41X-X0-1X5-00X-0-XXX

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

BUDGETARY IMPACT:

Funding pending AI-36174 CC 1/8/13.

Attachments

Transfer

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
01/04/2013 05:30 PM

Form Started By: Erika Zamora

Started On: 01/04/2013 03:48 PM

Final Approval Date: 01/04/2013

DATE: January 8, 2013

DEPARTMENT HEAD: Sergio Cruz

2012

Transfer



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

ACCOUNT NUMBER: 2-1100-41X-X0-1X5-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
2-1100-415-00-115-002-0- 899	CO WIDE ADM CONTINGENCY	(22,000.00)
TO		
2-1100-413-30-125-004-0- 320	CO COMM PROFESSIONAL SERVICES	22,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To fund October & November 2012 invoices to RGV Education Broadcasting for broadcasting of Commissioners' Court.**

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-36180

4. B.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Sergio Cruz, BUDGET &
MANAGEMENT

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

IT Countywide (1100):

Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to IT Countywide in the amount of \$146,500.00 to fund 2012 license and maintenance fees to Texas Conference of Urban Counties.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-415-00-XXX-002-0-XXX

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

BUDGETARY IMPACT:

Funds pending AI-36174 CC 1/8/13.

Attachments

Transfer

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
01/04/2013 05:30 PM

Form Started By: Erika Zamora

Started On: 01/04/2013 03:51 PM

Final Approval Date: 01/04/2013

DATE: January 8, 2013

DEPARTMENT HEAD: Sergio Cruz

2012

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for IT
Countywide

ACCOUNT NUMBER: 2-1100-415-00-XXX-002-0-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	(146,500.00)
TO		
2-1100-415-00-200-002-0- 336	IT COUNTYWIDE COMPUTER SERVICES	146,500.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund 2012 license and maintenance fees to Texas Conference of Urban Counties.

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-36174

4. C.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Sergio Cruz, BUDGET &
MANAGEMENT

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Wide Adm (1100):

Approval of 2012 interdepartmental transfer from Various Departments into Co. Wide
Adm.-Contingency in the amount of \$434,418.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

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

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 1/4/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	01/04/2013 03:02 PM
Budget & Management	Obdett Calzada	01/04/2013 03:09 PM
Ivan Cantu	Ivan Cantu	01/04/2013 04:06 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Erika Zamora		Started On: 01/04/2013 02:58 PM
	Final Approval Date: 01/04/2013	

DATE: January 8, 2013

DEPARTMENT HEAD: Sergio Cruz

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

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

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

2012
Transfer



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
2-1100-422-10-300-001-0-	890	FIRE MARSHAL	OTHER	(61,131.00)
2-1100-415-30-125-006-0-	333	GENERAL LITIGATION	LEGAL SERVICES	(41,000.00)
2-1100-415-30-125-006-0-	339	GENERAL LITIGATION	OTHER PROF SRV	(9,000.00)
2-1100-415-30-125-006-0-	525	GENERAL LITIGATION	CLAIMS & JUDGMENTS COVR	(30,000.00)
2-1100-452-00-122-008-0-	739	PCT 2 PARKS	OTHER STRUCTURES	(50,883.67)
2-1100-452-00-122-008-0-	890	PCT 2 PARKS	OTHER	(9,672.09)
2-1100-452-00-122-008-0-	748	PCT 2 PARKS	OTHER EQUIPMENT	(9,967.48)
2-1100-452-00-122-008-0-	664	PCT 2 PARKS	OTHER MINOR EQUIPMENT	(2,269.75)
2-1100-452-00-122-008-0-	339	PCT 2 PARKS	OTHER PROF SRV	(1,107.50)
2-1100-452-00-122-008-0-	613	PCT 2 PARKS	SAFETY SUPPLIES	(929.28)
2-1100-452-00-122-008-0-	612	PCT 2 PARKS	RECREATIONAL SUPPLIES	(5,537.49)
2-1100-452-00-122-008-0-	532	PCT 2 PARKS	WIRELESS DEVICES	(3,304.35)
2-1100-452-00-122-008-0-	411	PCT 2 PARKS	WATER/SEWERAGE	(8,542.05)
2-1100-452-00-122-008-0-	719	PCT 2 PARKS	LAND	(1,482.40)
2-1100-452-00-123-008-0-	739	PCT 3 PARKS	OTHER STRUCTURES	(28,000.00)
2-1100-452-00-123-008-0-	413	PCT 3 PARKS	ELEC SURVEILLANCE & SECURITY	(450.00)
2-1100-452-00-123-008-0-	622	PCT 3 PARKS	ELECTRICITY	(13,000.00)
2-1100-452-00-123-008-0-	664	PCT 3 PARKS	OTHER MINOR EQUIPMENT	(1,620.99)
2-1100-452-00-123-008-0-	439	PCT 3 PARKS	OTHER R&M SRV	(9,955.50)
2-1100-452-00-123-008-0-	673	PCT 3 PARKS	R&B R&M SUPPLIES	(4,964.45)
2-1100-423-21-280-002-0-	622	JAIL	ELECTRICITY	(28,000.00)
2-1100-423-21-280-002-0-	411	JAIL	WATER/SEWERAGE	(20,000.00)
2-1100-421-00-280-001-0-	622	SHERIFF	ELECTRICITY	(33,600.00)
2-1100-421-00-280-001-0-	432	SHERIFF	EQUIP & VEH R&M SRV	(60,000.00)
TO				
2-1100-415-00-115-002-0-	899	CO WIDE ADM	CONTINGENCY	434,418.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:
To transfer available monies to fund pending obligations.

SIGNATURE

_____ / ____ / _____

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-36177

4. D.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Sergio Cruz, BUDGET &
MANAGEMENT

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various Depts (1100):

Approval of 2012 interdepartmental transfer from Co. Wide Adm-Contingency to Various Departments in the amount of \$5,289.96 to fund telephone & utility expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

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

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 1/7/13.

Attachments

Transfer

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
01/04/2013 05:30 PM
Started On: 01/04/2013 03:27 PM

Form Started By: Erika Zamora

Final Approval Date: 01/04/2013

DATE: January 8, 2013

DEPARTMENT HEAD: Sergio Cruz

2012

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Various Depts

ACCOUNT NUMBER: 2-1100-4XX-XX-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	(5,289.96)
TO		
2-1100-412-00-002-001-0- 531	93RD DC TELEPHONE	8.80
2-1100-412-00-031-001-0- 531	MASTER COURT TELEPHONE	42.52
2-1100-412-00-055-001-0- 531	CHILD PROTECTIVE COURT TELEPHONE	20.25
2-1100-412-00-080-002-0- 531	CRIM DA TELEPHONE	952.82
2-1100-414-00-130-001-0- 531	ELECTIONS TELEPHONE	408.22
2-1100-415-00-200-002-0- 531	IT COUNTYWIDE TELEPHONE	930.60
2-1100-419-40-220-001-0- 531	FACILITIES MANAGEMENT TELEPHONE	394.06
2-1100-432-00-123-001-0- 531	PCT 3 SANITATION TELEPHONE	12.57
2-1100-441-00-340-001-0- 531	HEALTH ADM TELEPHONE	65.65
2-1100-452-00-123-008-0- 531	PCT 3 PARKS TELEPHONE	37.75
2-1100-419-40-220-001-0- 411	FACILITIES MANAGEMENT WATER/SEWERAGE	2,000.00
2-1100-419-40-220-001-0- 421	FACILITIES MANAGEMENT DISPOSAL	382.72
2-1100-419-40-220-001-0- 855	FACILITIES MANAGEMENT LATE FEES, PENALTIES & FIN	34.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund telephone expenditures for various departments for Dec 2012 and utilites and late fees for Facilities Management

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-36178

4. E.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Sergio Cruz, BUDGET &
MANAGEMENT

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various Depts (1100):

Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Various Departments in the amount of \$282,114.67 to fund various year-end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-4XX-XX-XXX-0XX-0-XXX

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

BUDGETARY IMPACT:

Funds from Co. Wide Adm.-Contingency are pending AI-36174 CC 1/8/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/04/2013 03:37 PM
Ivan Cantu	Ivan Cantu	01/04/2013 03:58 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Erika Zamora		Started On: 01/04/2013 03:32 PM
	Final Approval Date: 01/04/2013	

DATE: January 8, 2013

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Various
Departments

ACCOUNT NUMBER: 2-1100-4XX-XX-XXX-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	(282,114.67)
TO		
2-1100-412-00-001-001-0- 118	92ND DC AUTO ALLOWANCE	0.04
2-1100-412-00-002-001-0- 118	93RD DC AUTO ALLOWANCE	0.04
2-1100-412-00-003-001-0- 118	139TH DC AUTO ALLOWANCE	0.04
2-1100-412-00-004-001-0- 118	206TH DC AUTO ALLOWANCE	0.04
2-1100-412-00-005-001-0- 118	275TH DC AUTO ALLOWANCE	0.04
2-1100-412-00-006-001-0- 118	332ND DC AUTO ALLOWANCE	0.04
2-1100-412-00-007-001-0- 118	370TH DC AUTO ALLOWANCE	0.04
2-1100-412-00-008-001-0- 118	389TH DC AUTO ALLOWANCE	0.04
2-1100-412-00-009-001-0- 118	398TH DC AUTO ALLOWANCE	0.04
2-1100-412-00-010-001-0- 118	430TH DC AUTO ALLOWANCE	0.04
2-1100-412-00-010-001-0- 211	430TH DC HEALTH INSURANCE	262.88
2-1100-412-00-010-001-0- 212	430TH DC LIFE INSURANCE	1.58
2-1100-412-00-011-001-0- 118	449TH DC AUTO ALLOWANCE	0.04
2-1100-412-00-011-001-0- 212	449TH DC LIFE INSURANCE	0.22
2-1100-412-00-027-001-0- 211	CCL#7 HEALTH INSURANCE	342.99
2-1100-412-00-045-001-0- 212	AUXILIARY CRT LIFE INSURANCE	0.05
2-1100-412-00-061-001-0- 118	JP PCT 1/PL 1 AUTO ALLOWANCE	0.08
2-1100-412-00-062-001-0- 118	JP PCT 1/PL 2 AUTO ALLOWANCE	0.08
2-1100-412-00-063-001-0- 118	JP PCT 2/PL 1 AUTO ALLOWANCE	0.08
2-1100-412-00-064-001-0- 118	JP PCT 2/PL 2 AUTO ALLOWANCE	0.08
2-1100-412-00-065-001-0- 118	JP PCT 3/PL 1 AUTO ALLOWANCE	0.08
2-1100-412-00-066-001-0- 118	JP PCT 3/PL 2 AUTO ALLOWANCE	0.08
2-1100-412-00-067-001-0- 118	JP PCT 4/PL 1 AUTO ALLOWANCE	0.08
2-1100-412-00-069-001-0- 118	JP PCT 5/PL 1 AUTO ALLOWANCE	0.08
2-1100-412-00-080-002-0- 117	CRIM DA SUPPLEMENTAL PAY	120.75
2-1100-412-00-080-002-0- 250	CRIM DA UNEMPLOYMENT COMP	6.66
2-1100-412-00-115-014-0- 121	VISITING JUDGES TEMP F/T EMP	29,346.78
2-1100-412-00-115-014-0- 220	VISITING JUDGES FICA	2,245.03
2-1100-413-00-125-001-0- 250	EXECUTIVE OFFICE UNEMPLOYMENT COMP	11.37
2-1100-413-30-125-004-0- 230	CO COMM RETIREMENT	0.08
2-1100-414-00-130-001-0- 123	ELECTIONS DEPT ELECTION POLL	127,916.01
2-1100-414-00-130-001-0- 220	ELECTIONS DEPT FICA	16,202.39
2-1100-415-14-115-001-0- 250	DBM-BUDGET DIV UNEMPLOYMENT COMP	18.75

DATE: January 8, 2013

DEPARTMENT HEAD: Sergio Cruz

2012

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Various Departments

ACCOUNT NUMBER: 2-1100-4XX-XX-XXX-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
2-1100-415-21-170-001-0- 250	CO AUDITOR UNEMPLOYMENT COMP	1.19
2-1100-415-40-180-001-0- 250	CO CLERK UNEMPLOYMENT COMP	1.15
2-1100-415-40-180-002-0- 250	CO CLERK RECORD ARCHIVE UNEMPLOYMENT COMP	7.14
2-1100-415-50-190-001-0- 535	CIVIL SERVICE POSTAGE	103.24
2-1100-419-10-210-001-0- 212	PLANNING DEPT LIFE INSURANCE	0.04
2-1100-419-10-210-001-0- 250	PLANNING DEPT UNEMPLOYMENT COMP	18.40
2-1100-419-40-220-001-0- 250	FACILITIES MGMT UNEMPLOYMENT COMP	25.13
2-1100-421-00-125-011-0- 250	TX DPS UNEMPLOYMENT COMP	1.29
2-1100-421-00-280-001-0- 250	SHERIFF UNEMPLOYMENT COMP	141.97
2-1100-421-00-280-001-0- 535	SHERIFF POSTAGE	2,509.54
2-1100-421-00-280-001-0- 748	SHERIFF OTHER EQUIPMENT	11,223.01
2-1100-421-00-293-001-0- 117	CONSTABLE PCT.3 SUPPLEMENTAL PAY	1,939.60
2-1100-421-00-293-001-0- 250	CONSTABLE PCT.3 UNEMPLOYMENT COMP	13.47
2-1100-421-00-294-001-0- 117	CONSTABLE PCT.4 SUPPLEMENTAL PAY	281.20
2-1100-421-00-294-001-0- 250	CONSTABLE PCT.4 UNEMPLOYMENT COMP	83.81
2-1100-422-10-300-001-0- 250	FIRE MARSHAL UNEMPLOYMENT COMP	26.62
2-1100-423-21-280-002-0- 117	JAIL SUPPLEMENTAL PAY	34.20
2-1100-423-21-280-002-0- 250	JAIL UNEMPLOYMENT COMP	262.45
2-1100-423-60-330-002-0- 211	JUV PROB HEALTH INSURANCE	377.85
2-1100-423-60-330-002-0- 590	JUV PROB ROOM & BOARD	87,835.88
2-1100-432-00-123-001-0- 250	PCT3 SANITATION UNEMPLOYMENT COMP	2.81
2-1100-444-00-240-001-0- 250	HUMAN SERVICES UNEMPLOYMENT COMP	16.42
2-1100-444-00-240-001-0- 535	HUMAN SERVICES POSTAGE	534.62
2-1100-452-00-121-013-0- 250	PCT1 PARKS UNEMPLOYMENT COMP	13.04
2-1100-452-00-123-008-0- 250	PCT3 PARKS UNEMPLOYMENT COMP	10.48
2-1100-452-00-124-009-0- 211	PCT4 PARKS HEALTH INSURANCE	173.50
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund general fund negative balance accounts as of 1/4/2013.

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-36165

4. F.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Dina Treviño

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Jail (1100):

Approval of 2012 interdepartmental transfer from Co. Wide Adm-Contingency to Jail in the amount of \$254,565.00 to fund room & board expenditures for the month of Nov 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-4XX-XX-XXX-002-0-X9X

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

BUDGETARY IMPACT:

Funding from Co. Wide Adm-Contingency is pending approval of salary sweep AI# 36164 CC 1/8/13.

Attachments

transfer

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
01/04/2013 05:30 PM

Form Started By: Erika Zamora

Started On: 01/04/2013 11:38 AM

Final Approval Date: 01/04/2013

DATE: January 8, 2013

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Jail

ACCOUNT NUMBER: 2-1100-4XX-XX-XXX-002-0-X9X

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	(254,565.00)
TO		
2-1100-423-21-280-002-0- 590	JAIL ROOM & BOARD	254,565.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To fund room & board expenditures for the month of November. Funding from contingency is pending a salary sweep on CC agenda of 1/8/13 (AI#36164) in the amount of \$ 270,452.15.**

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-36136

4. G.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Monica Badillo

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Mental Health (1100):

Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Mental Health in the amount of \$3,500.00 to fund court costs for the months of October & November 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-4XX-00-1X5-0XX-0-8XX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available in Co. Wide Adm.-Contingency as of 1/4/13.

Attachments

Interdept Trsf

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	01/04/2013 05:19 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Erika Zamora		Started On: 01/03/2013 04:37 PM
	Final Approval Date: 01/04/2013	

DATE: January 8, 2013

DEPARTMENT HEAD: Sergio Cruz

2012

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Mental Health

ACCOUNT NUMBER: 2-1100-4XX-00-1X5-0XX-0-8XX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
2-1100-415-00-115-002-0- 899	CO WIDE ADM CONTINGENCY	(3,500.00)
TO		
2-1100-444-00-125-017-0- 831	MENTAL HEALTH COURT COSTS & INVESTIGATION	3,500.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund court costs through November 2012.

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-36143

4. H.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Monica Badillo

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Easter Seals (1100):

Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Easter Seals in the amount of \$2,200.00 to fund electricity expenditures thru Dec 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-4XX-00-1X5-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available in Co. Wide Adm.-Contingency as of 1/4/13.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	01/04/2013 05:23 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Erika Zamora		Started On: 01/03/2013 05:02 PM
	Final Approval Date: 01/04/2013	

DATE: January 8, 2013

DEPARTMENT HEAD: Sergio Cruz

2012

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Easter Seals

ACCOUNT NUMBER: 2-1100-4XX-00-1X5-0XX-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	(2,200.00)
TO		
2-1100-444-00-125-015-0- 622	EASTER SEALS RGV ELECTRICITY	2,200.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund electricity expenditures through Dec 2012.

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-36135

4. I.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Monica Badillo

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Civil Service (1100):

Approval of 2012 interdepartmental transfer from Co. Wide Adm-Contingency to Civil Service in the amount of \$3,850.00 to fund legal expenditures thru Dec 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-415-X0-1XX-00X-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available in Co. Wide Adm.-Contingency as of 1/4/13.

Attachments

Interdept Trsf

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	01/04/2013 05:14 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Erika Zamora		Started On: 01/03/2013 04:34 PM
	Final Approval Date: 01/04/2013	

DATE: January 8, 2013

DEPARTMENT HEAD: Sergio Cruz

2012

Transfer



DEPARTMENT NAME:	Dept. of Budget & Mgmt for Civil Service

ACCOUNT NUMBER: 2-1100-415-X0-1XX-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	(3,850.00)
TO				
2-1100-415-50-190-001-0-	333	CIVIL SERVICE	LEGAL SERVICES	3,850.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON: To fund legal services.

SIGNATURE

COMMISSIONERS COURT

/ /

DATE _____

ATTEST, COUNTY CLERK

AI-36162

4. J.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Pct. 1 Drainage Improv. Prj.

Submitted By: Ivan Cantu, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 CO's 2010 A & B (1342):

Approval of 2012 interdepartmental transfer from Pct. 1 Roads, program #041, to Bar Ditches, program #087, and HCCID #9 Drain Channels, program #092, in the amount of \$6,600.00 to fund the Pct. 1 Drainage Improvement labor reimbursements for the month of December 2012 (PP #25 & 26).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

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

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

program #041 --> 087 & 092 in the amount of \$6,600.00 to fund the Pct. 1 Drainage Improv. labor reimbursements for the month of Dec. 2012 (PP #25 & 26).

Attachments

Pct. 1 CO's 2010 A & B interdept transfer

Form Review

Inbox
Ivan Cantu (Originator)
Budget & Management
Auditor's Office

Reviewed By
Ivan Cantu
Obdett Calzada
Angela Garcia

Date
01/04/2013 11:37 AM
01/04/2013 11:48 AM
01/04/2013 05:30 PM
Started On: 01/04/2013

Form Started By: Ivan Cantu

Final Approval Date: 01/04/2013

DATE: January 8, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

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

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

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

2012

Interdepartmental Transfer



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
2-1342-431-00-121-041-0- 731	CO 2010 A & B-Pct. 1 Roads-	Roads	(6,600.00)
TO:			
2-1342-431-00-121-087-0- 733	CO 2010 A & B-Pct. 1-Bar Ditches-	Drainage Ditches	4,000.00
2-1342-431-00-121-092-0- 733	CO 2010 A & B-Pct. 1-HCCID #9 Channels-	Drainage Ditches	2,600.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON:

To fund the Pct. 1 Drainage Improvement labor reimbursements for the month of December 2012 (PP #25 & 26).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-36181

4. K.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Sergio Cruz, BUDGET &
MANAGEMENT

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 Sanitation (1100):

Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Pct. 1 Sanitation in the amount of \$18,600.00 to fund disposal expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-4XX-00-1XX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds pending AI-36174 CC 1/8/13.

Attachments

Transfer

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
01/04/2013 05:30 PM
Started On: 01/04/2013 03:56 PM

Form Started By: Erika Zamora

Final Approval Date: 01/04/2013

DATE: January 8, 2013

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	(18,600.00)
TO		
2-1100-432-00-121-001-0- 350	PCT 1 SANITATION OTHER SERVICES	18,600.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund disposal expenditures from Republic Services, Inc. through Dec 15, 2012.

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-36144

5. A.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Monica Badillo

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Predatory Animals (1100):

Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Predatory Animals in the amount of \$6,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-4XX-00-1X5-0XX-0-XXX

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

BUDGETARY IMPACT:

Funds pending AI-35984 CC 1/8/13.

Attachments

TRANSFER

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
01/04/2013 05:30 PM
Started On: 01/03/2013 05:06 PM

Form Started By: Erika Zamora

Final Approval Date: 01/04/2013

DATE: January 8, 2013

DEPARTMENT HEAD: Sergio Cruz

2013

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for
Predatory Animals

ACCOUNT NUMBER: 3-1100-4XX-00-1X5-0XX-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		
3-1100-415-00-115-002-0- 899	CO WIDE ADM CONTINGENCY	(6,000.00)
TO		
3-1100-461-00-125-025-0- 350	PREDATORY ANIMALS OTHER SERVICES	6,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund increase in annual agreement for predatory animals from 2,400/mnth to 2,700/mnth.

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-36067

5. B.

CC CONSENT

Meeting Date: 01/08/2013

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Alternative Incarceration Program (1100):

Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Alternative Incarceration Program in the amount of \$20,400.00 to fund various operating expenditures.

BACKGROUND

This agenda item was previously approved on CC 12/28/12 AI#35737, however, pursuant to the Commissioners Court legal counsel, budget adjustments to the 2013 budget cannot be approved prior to Jan 1, 2013. Therefore this item is being submitted for re-approval in the proper year.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-4XX-00-XXX-0XX-0-XXX

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

BUDGETARY IMPACT:

Funds in the amount of \$155,971.53 available in 2013 Adopted Budget for the Co. Wide Adm.-Contingency acct

Attachments

2013 interdept transfer for Alt Incarceration Progm.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/02/2013 11:23 AM
Ivan Cantu	Ivan Cantu	01/04/2013 04:34 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Erika Zamora		Started On: 01/02/2013
	Final Approval Date: 01/04/2013	

DATE: January 8, 2013

DEPARTMENT HEAD: Sergio Cruz

2013

Interdepartmental Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for
Alternative Incarceration Program

ACCOUNT NUMBER: 3-1100-4XX-00-XXX-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		
3-1100-415-00-115-002-0- 899	CO WIDE ADM CONTINGENCY	(20,400.00)
TO		
3-1100-423-00-320-034-0- 432	ALT INCARCERATION PRG EQUIP & VEH R&M SRV	2,000.00
3-1100-423-00-320-034-0- 522	ALT INCARCERATION PRG VEHICLE LIABILITY	2,000.00
3-1100-423-00-320-034-0- 626	ALT INCARCERATION PRG GASOLINE/DIESEL	12,000.00
3-1100-423-00-320-034-0- 532	ALT INCARCERATION PRG WIRELESS DEVICES	3,400.00
3-1100-423-00-320-034-0- 534	ALT INCARCERATION PRG INTERNET	1,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund 2013 Operating Budget for the Alternative Incarceration Program.

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-36184

5. C.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Sergio Cruz, BUDGET &
MANAGEMENT

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Human Resources (1100):

Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Human Resources in the amount of \$54,000.00 to fund rent expenditures for Human Resource office for 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-X0-1XX-002-0-XXX

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

BUDGETARY IMPACT:

Funds pending AI-35984 CC 1/8/13.

Attachments

Transfer

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
01/04/2013 05:30 PM
Started On: 01/04/2013 04:18 PM

Form Started By: Erika Zamora

Final Approval Date: 01/04/2013

DATE: January 8, 2013

DEPARTMENT HEAD: Sergio Cruz

2013

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Human Resources

ACCOUNT NUMBER: 3-1100-415-X0-1XX-002-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
3-1100-415-00-115-002-0- 899	CO WIDE ADM CONTINGENCY	(54,000.00)
TO		
3-1100-415-50-190-002-0- 441	HUMAN RESOURCES LAND & BLDG RENTALS	54,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund building rental expenditures for new HR location for 2013.

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-36183

5. D.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Sergio Cruz, BUDGET &
MANAGEMENT

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Judge (1100):

Approval of 2013 interdepartmental transfer from Co. Wide Adm-Contingency to Co. Judge in the amount of \$94,836.00 to fund rent expenditures for Co Judges Office for 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-41X-00-11X-0-XXX

FUNDS AVAILABLE Y/N?: Y/Pending

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds pending AI-35984 CC 1/8/13.

Attachments

Transfer

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
01/04/2013 05:30 PM
Started On: 01/04/2013 04:16 PM

Form Started By: Erika Zamora

Final Approval Date: 01/04/2013

DATE: January 8, 2013

DEPARTMENT HEAD: Sergio Cruz

2013

Transfer



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

ACCOUNT NUMBER: 3-1100-41X-00-11X-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
3-1100-415-00-115-002-0- 899	CO WIDE ADM CONTINGENCY	(94,836.00)
TO		
3-1100-413-00-110-006-0- 441	CO JUDGE LAND & BLDG RENTALS	94,836.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund building rental expenditures for new Co Judge location for 2013.

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-36066

6. A.

CC CONSENT

Meeting Date: 01/08/2013

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Wide Adm (1100):

Approval of 2013 interfund transfer from Pct. 4 Rd Maint (fund 1200, prg 007) to Co. Wide Adm-Contingency (fund 1100, prg 002) in the amount of \$139,429.93 to reduce transfer out to Pct. 4 Rd Maint to fund the creation of two positions (AI-36054 & 36055).

BACKGROUND

This agenda item was previously approved on CC 12/28/12 AI#35982, however, pursuant to the Commissioners Court legal counsel, budget adjustments to the 2013 budget cannot be approved prior to Jan 1, 2013. Therefore this item is being submitted for re-approval in the proper year.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1XXX-XXX-0X-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 1-4-13

Attachments

2013 interfund transfer

Form Review

Inbox
Budget & Management
Ivan Cantu
Auditor's Office

Reviewed By
Obdett Calzada
Ivan Cantu
Angela Garcia

Date
01/02/2013 11:08 AM
01/04/2013 11:52 AM
01/04/2013 05:30 PM
Started On: 01/02/2013

Form Started By: Erika Zamora

Final Approval Date: 01/04/2013

ATTEST COUNTY CLERK

AI-36070

7. A.

CC CONSENT

Meeting Date: 01/08/2013

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

BACKGROUND

Attachments

Pct 2 & 4 Cert Platl & Utilty Status 01-08-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/02/2013 01:35 PM
Olga Garza	Merlen P. Munoz	01/02/2013 02:53 PM
Dale Kennan	Dale Kennan	01/02/2013 03:47 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Irma Castillo		Started On: 01/02/2013 11:02 AM
	Final Approval Date: 01/04/2013	

PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	Alberto Mendoza	4-11989
2.	Julio Gomez; Lots 1-2, Los Gomez Subdivision	Blanket Cover
3.	Martin Villanueva; Lots 1-2, Mayrin Subdivision	Blanket Cover
4.	Kyndel W. Bennet; Lots 1-34, Alberta Heights Subdivision	Blanket Cover
5.	Herb Scurlock; Lots 1-46, San Clemente Subdivision	Blanket Cover
6.	Manuel Cantu; Lots 1-13, La Homa Crossing Phase I	Blanket Cover
	COMM. COURT: January 8 2013	



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:

4-11 989

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: Alberto Mendoza
Artemio Garza

Address: 1306 Village Cir
Alamo TX 78516

Phone: (214)-329-6880

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service <u>Charles Ram</u> Authorized Signature <u>Pro-Instal</u>
Inspection/Permit No:	Date Approved: <u>1 1</u>	<u>12/21/12</u>

Water Supplier:

MH WSC

Utility Provider: ☐ M.V.E.C.

☒ AEP

Account/ESI No.:

10032789462293375

☐ Temporary Pole

☒ Permanent Service

regarding the land described as:

Parcel Sub lot 15

(Alamo TX)

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;
NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 2-12-96);

(verified by Efrain Ceballos);

(verified by Charles Ram);

(verified by Charles Ram);

(verified by Efrain Ceballos);

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: 4-11989

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: Alberto Mader / Arleno Garza

Address: 1306 Village Ctr.
Alamo TX 78516

Phone: (214) 329-6888

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

Pueblo Sub. lot 15 (Alamo TX)

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Alberto Mader
Requesting Party (Signature)

12-21-12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

Date

County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

Date: October 14, 2005

Grantor: Wyot Enterprises, Ltd., a Texas Limited Partnership
Grantor's Mailing Address:
P.O. Box 6321, McAllen, Texas 78502

Grantee: Alberto Mendoza

Grantee's Mailing Address:
7720 Palo Verde
Pharr, Texas 78577
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Ten Thousand Three Hundred Dollars and No Cents (\$10,300.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Robert Geissler, trustee.

Property (including any improvements):

Lot 15, Pueblo Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 30, Page 192A, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

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

Wyot Enterprises, Ltd.,
a Texas Limited Partnership

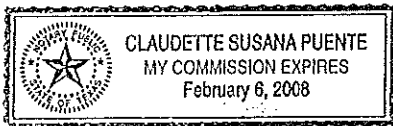
BY: *[Signature]*

ITS: *Managing Member*

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 14th day of October, 2005, by Kenneth L. Prokaut, Managing Member of Wyot Enterprises, Ltd., a Texas Limited Partnership, on behalf of said Texas Limited Partnership.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Wyot Enterprises, Ltd.
P.O. Box 6321
McAllen, Texas 78502

Filed for Record in:
Hidalgo County
by
Eddy Trevino
County Clerk
On: Oct 21, 2005 at 11:03A
As a Recording
Document Number: 1534912
Total Fees: 24.00
Receipt Number - 714908
By:
Ambely Rodriguez, Deputy

Chapter 232 Texas LGC Application

APPLICATION NO:

4-11989

Dec. 17, 2012

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

P9270-00-000-0015-00

[1] OWNER: MENDOZA, ALBERTO

7720 S PALO VERDE CIR
PHARR, TX 78577-9222

Telephone No. 884-9586

[7] LEGAL DESC./NAME OF SUBDIVISION
PUEBLO LOT 15

LOCATION: 0 TOWER & ALAMO

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: MILI

[9] CONSTRUCTION TYPE: WOOD

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

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

[5] SIZE OF STRUCTURE: 224 Sq. Ft.

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

[6] USE OF BUILDING: RESIDENTIAL-M/H

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY, STATE, CITY, FEMA
REGULATIONS FRONT-25' REAR-25' SIDES-10'

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____

TOTAL AMOUNT \$30.00

Light ☒ [X]

Water ☐ [X]

Flood Zone: NO
Panel No. /Suffix: 18033 X

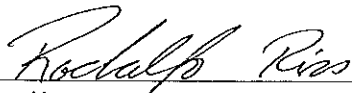
Pct: 4

Community No.: 0425 -C

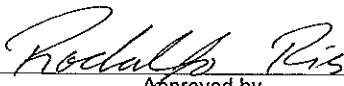
Certification of Elevation

Required: ☐ YES ☒ NO ☐ BFE

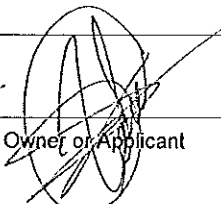
- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures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

12-17-12
Date


Approved by

12-17-12
Date


Signature of Owner or Applicant

12/17/12
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 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

Seisen

Precinct 1 2 3 4

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

Application No: 01A

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: Julio Gomez

Address: 5124 Makyla Dr.
Dan Quan, TX 78539

Phone: (956) 665-0161

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

Water Supplier: City of Dan Quan

Utility Provider: ☒ M.V.E.C. ☐ AEP

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

regarding the land described as:

lots 1-2, ABC Gomez Subdivision

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 09-04-10);

(verified by

Nora Delacruz

(verified by

Nora Delacruz

(verified by

Ruby Hernandez 12/20/12

(verified by

Nora Delacruz

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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956-205-7045
956-205-7049

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

Precinct 1 ~~2~~ 3 4

Application No: N/A

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

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

PARTY MAKING REQUEST:

Name: Julio Gomez

Address: 512 Makayla Dr.

San Juan , Texas 78539

Phone: (956) 605-0161

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

Los Gomez Subdivision Lot 1 and 2. A 3.0 Acre Tract of Land out of Lot 7, Block 9
John Closner ET. Al Subdivision.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Julio Gomez
Requesting Party (Signature)

9/6/2012
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ☒ Deed
☐ Executory Contract
☐ Lease
☐ Rent Receipt
☐ Affidavit
☒ Other (describe) Copy of old 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:

12-20-12
Date

Urbano Alvarez
County Official



PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

*Septic
Installed*

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

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1902 Joe Stephens Ave.
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956-973-7850

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

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

Precinct 1 2 3 ④

Application No: N/A

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Martin Velazquez

Address: 5804 N. 23rd

McAllen, TX. 78504

Phone: 956-638-1605

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

Water Supplier: N/A WSC

Utility Provider: [] M.V.E.C. [☒] AEP

Account/ESI No.: N/A
[] Temporary Pole [] Permanent Service

regarding the land described as:

lots 1-2, Martin Subdivision

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;
- yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 12-18-12);

(verified by Nora O. Alvarez)

(verified by Nora O. Alvarez)

(verified by Ruby Sanchez 12/20/12)

(verified by Nora O. Alvarez)

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
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956-968-4734
956-973-7850

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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: 2119

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

Address: 5804 N.23rd St.

McAllen , Texas 78504

Phone: (956) 638-6651

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

Mayrin Subdivision A 7.75 Acre Tract of Land out of Lots 33 & 34

The M.L. Woods CO. Tract N0.4 Subdivision

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

[Signature]
Requesting Party (Signature)

9/7/2012
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:

12-20-12
Date

[Signature]
County Official



PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

*Septics
Uninstalled*

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: N/A

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Kymdel W. Bennett

Address: P.O. Box 365

La Blanche, TX 78558

Phone: 956-464-4431

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

Water Supplier: N/A

Utility Provider: ☒ M.V.E.C. ☐ AEP

Account/ESI No.: N/A
☐ Temporary Pole ☐ Permanent Service

regarding the land described as:

Tracts 1-34, Alberto Nuegite Subdivision

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;
- no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 12-04-12);

(verified by Shore O'Connor)

(verified by Rubén Hernández 12/20/12)

(verified by Rubén Hernández 12/20/12)

(verified by Shore O'Connor)

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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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: 017

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

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

PARTY MAKING REQUEST:

Name: KYNDEL W. BENNETT

Address: P.O. BOX 365

LA BLANCA, TX. 78558

Phone: 464-4431

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

ALBERTA HEIGHTS SUBD.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature)

8-19-12

Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ☐ Deed
☐ Executory Contract
☐ Lease

- ☐ Rent Receipt
☐ Affidavit

☒ Other (describe) copy of subd. plat

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

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

12-20-12
Date

[Signature]
County Official



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.
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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

Sum

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

Precinct 1 2 3 ④

Application No: N/A

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Heath Scunlock

Address: 3714 S. Expressway 281
Edinburg, TX 78539

Phone: (956) 789-0726

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

Water Supplier: N/A WSC

Utility Provider: ☒ M.V.E.C. ☐ AEP

Account/ESI No.: N/A
☐ Temporary Pole ☐ Permanent Service

regarding the land described as:

Photos 1-46 San Clemente Subdivision

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 12-4-12);

(verified by Hora D. Calixtro);

(verified by Hora D. Calixtro);

(verified by Hora D. Calixtro);

(verified by Hora D. Calixtro);

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
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Precinct No.1 Substation
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956-968-4734
956-973-7850

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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: WIA

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:

San Mateo Investments, LLC.
Name: Herb Scurlock

Address: 3714 S. Expressway 281

Edinburg, Texas 78539

Phone: (956) 789-0726

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

San Clemente Subdivision: a 10.00 acre tract of land being 10.00 acres out of Lot 16, Blk. 251, Missouri-Texas Land and Irrig. Co. Subd. Hidalgo County, Texas.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Herb Scurlock
Requesting Party (Signature)

4/5/12
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:

12-20-12
Date

Yvonne Couvares
County Official

HAMILTON COUNTY
CERTIFICATE OF PLAT APPROVAL

I, the undersigned, hereby certify that the plat of SAL CLARKSON'S SUBDIVISION
IN HAMILTON COUNTY, MISSOURI is in accordance with the provisions of the MISSOURI CONSTITUTION and the
MISSOURI PLAT ACT and that the same is a true and correct copy of the original on file in the
RECORDS AND CLERK'S OFFICE of said county.

HAMILTON COUNTY THIS 10TH DAY OF SEPTEMBER 1920

DATE

LOCATION OF SUBDIVISION WITH REFERENCE TO THE
INTERNATIONAL BOUNDARIES OF THE UNITED STATES

SAL CLARKSON, owner of the above described plat, is a citizen of the State of Missouri and is duly qualified to execute the same. The plat is a true and correct copy of the original on file in the RECORDS AND CLERK'S OFFICE of said county. The plat is a true and correct copy of the original on file in the RECORDS AND CLERK'S OFFICE of said county. The plat is a true and correct copy of the original on file in the RECORDS AND CLERK'S OFFICE of said county.

PROBATIONAL COMMISSIONERS:

NAME	ADDRESS	EXPIRATION DATE
JOHN W. BROWN	123 N. 1st St.	1921
JOHN W. BROWN	123 N. 1st St.	1921
JOHN W. BROWN	123 N. 1st St.	1921

CLERK: JOHN W. BROWN

LOCATION MAP SCALE 1:1000



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

Septics

Precinct 1 2 3 4

Application No: N/A

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Marianne Cantu

Address: 810 W. Ferguson
Pharr, TX. 78577

Phone: 956-821-8180

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

Water Supplier: AGUA

Utility Provider: ☐ M.V.E.C. ☒ AEP

Account/ESI No.: N/A
☐ Temporary Pole ☐ Permanent Service

regarding the land described as:
Lots 1-13, Pathoma Crossing Phase I

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;
- no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 12-18-12);

(verified by Moreno)

12/20/12
(verified by Robert)

12/20/12
(verified by Robert)

(verified by Moreno)

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
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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: W1A

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: Red Rock Real Estates Development Group, Ltd
By: Manuel Cantu Jr, Member

Address: 810 W. Ferguson
Pharr, Texas 78577

Phone: (956) 821-8180

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): La Homa Crossing Subdivision Phase I: a 12.53 acre tract of land out of Lots 76, 77, 78, and 79, Block 2, and Lot 77, Block 3, La Homa Ranch Citrus Groves Unit No. 1, Hidalgo County, Texas

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

[Signature]
Requesting Party (Signature)

2-7-12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

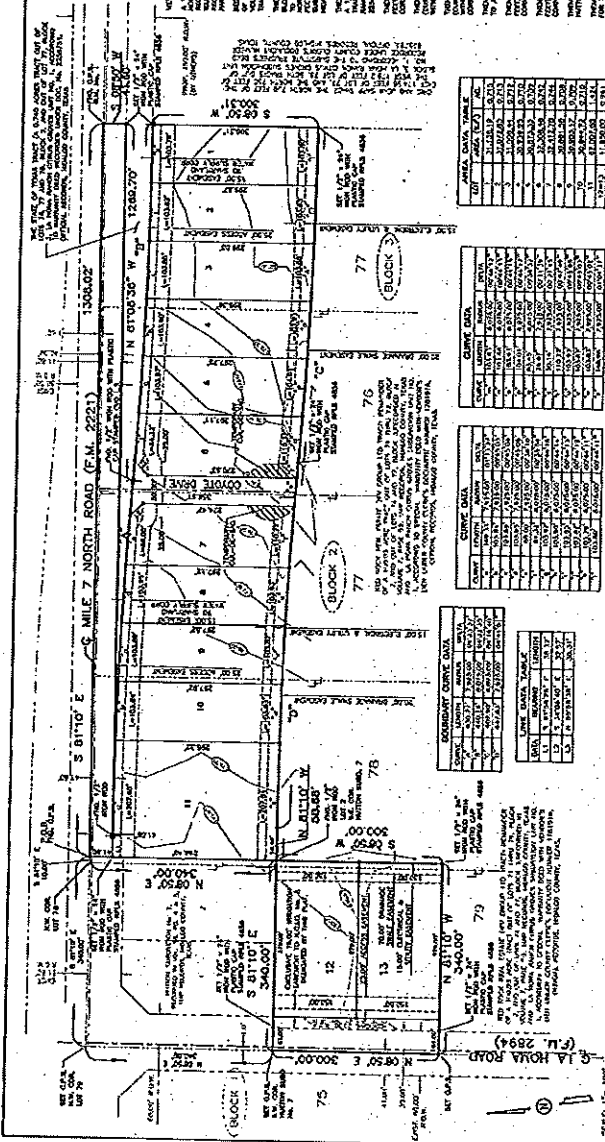
- ☒ Deed
☐ Executory Contract
☐ Lease
☐ Rent Receipt
☐ Affidavit
☒ Other (describe) Copy of plat. plat

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

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

12-20-12
Date

[Signature]
County Official



AREA DATA TABLE	
LOT	AREA
1	0.1000
2	0.1000
3	0.1000
4	0.1000
5	0.1000
6	0.1000
7	0.1000
8	0.1000
9	0.1000
10	0.1000
11	0.1000
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96	0.1000
97	0.1000
98	0.1000
99	0.1000
100	0.1000

1. THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING CONSIDERATIONS HAVE BEEN MADE BY ME IN THE FIELD.

2. THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING CONSIDERATIONS HAVE BEEN MADE BY ME IN THE FIELD.

3. THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING CONSIDERATIONS HAVE BEEN MADE BY ME IN THE FIELD.

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STATE OF TEXAS
COUNTY OF TARRANT
CHIEF ENGINEER, PROFESSIONAL ENGINEER AND ARCHITECT

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QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS - LAND SURVEYORS
10000 WEST 10TH STREET, SUITE 100
DALLAS, TEXAS 75243
PHONE 972-331-1000
FACSIMILE 972-331-1001
OFFICE@QHA.COM

PRINCIPAL ENGINEER: [Signature]
Address: [Address]
City & Zip: [City & Zip]
Phone: [Phone]
Fax: [Fax]

DATE: 9-5-12
SHEET NO. 1 OF 1

AI-35876

8. A.

CC CONSENT

Meeting Date: 01/08/2013

Submitted By: Roy Cazares, DISTRICT
ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

D.A. Hot Checks Monthly Fees Report - November 2012

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact.

Attachments

DAHCNOV

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/18/2012 11:36 AM
Ivan Cantu	Ivan Cantu	12/18/2012 02:19 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Roy Cazares		Started On: 12/18/2012 11:03 AM
	Final Approval Date: 01/04/2013	

**HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED November 30, 2012**

MONIES RECEIVED

BEGINNING RECEIPT # 95256 **ENDING RECEIPT #** 95541

TOTAL RECEIPTS FOR THIS MONTH: 286
TOTAL RECEIPTS VOIDED THIS MONTH: 1

Restitution Collected This Month PC Ch. 32.41 (e)	\$100,561.25
Court Costs Collected This Month CCP Art. 102.0071	13,628.75
Processing Fees Collected This Month CCP Art. 102.007 (c)	10,787.44
Merchant Fees Collected This Month BCC Ch. 3.506 (b)	4,110.00
Overpayments/Refunds for This Month	161.81
Interest Earned on Bank Acct. LGC 113.021 (c)	<u>0.00</u>
Total Collections for This Month	<u>\$129,249.25</u>

DISBURSEMENTS

BEGINNING CHECK # 188604 **ENDING CHECK #** 188823

TOTAL CHECKS FOR THIS MONTH: 220
TOTAL CHECKS VOIDED THIS MONTH: 2

Restitution Disbursed This Month	\$100,608.63
Court Costs Disbursed This Month	13,628.75
Processing Fees Disbursed- County Treasurer	10,787.44
Merchant Fees Disbursed This Month	4,110.00
Refunds of Overpayments to Defendants	114.43
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	561.28
Voided Checks This Month	<u>0.00</u>
Total Disbursements for This Month	<u>\$129,810.53</u>

This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.


Hidalgo County Criminal District Attorney

12-10-12
Date


Prepared By

12-10-12
Date

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

AI-35863

9. A.

CC CONSENT

Meeting Date: 01/08/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY
DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

North Alamo Water Supply Corporation:

1. Bore an 8" PVC waterline with a 16" PVC casing 1,650.0 feet East of Tower Rd, North & South of Sioux Road (Huisache Acres No.9)
2. Bore an 8" PVC waterline with a 16" PVC casing, 1,640.0 feet East of Dillon Rd, North & South of Canton Road (Aurora Valley Phase 2)

BACKGROUND

Attachments

NAWSC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/20/2012 02:51 PM
Olga Garza	Merlen P. Munoz	01/02/2013 08:29 AM
Dale Kennan	Dale Kennan	01/02/2013 02:25 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Rebecca Gomez		Started On: 12/18/2012 09:00 AM
	Final Approval Date: 01/04/2013	

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 8th day of January, 2013 does by these presents GRANT, GIVE AND RELINQUISH TO:

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

- 1. Bore 8" PVC waterline with a 16" PVC casing, 1,650.0 feet East of Tower Rd, North & South of Sioux Road (Huisache Acres No.9)

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. 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.

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 8th day of January, 2013 does by these presents GRANT, GIVE AND RELINQUISH TO:

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- 1. Bore 8" PVC waterline with a 16" PVC casing, 1,640.0 feet East of Dillon Rd, North & South of Canton Road (Aurora Valley Phase 2)

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

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AI-36118

10. A.

CC CONSENT

Meeting Date: 01/08/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 plan hardship withdrawal request for employee #122335

BACKGROUND

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 02:21 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Monica Badillo		Started On: 01/03/2013 02:10 PM
	Final Approval Date: 01/04/2013	

**SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION**

Please print or type.
Plan Name

457K Plan

Employee #122335

Participant Name

Address

Social Security N

SECTION I - HARDSHIP

I understand that this withdrawal is not a distribution, other than the distribution of the Plan, taxable as ordinary income.

unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

Daytime Phone No.

to financial hardship, heavy financial need, and all other non-qualified reasons for the Company. I understand that I will receive it. In addition, a penalty will apply.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this 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 \$ 1000 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 \$ _____

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 Mr. D. M. ... Date 1/2/2013

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) 960-7133

AI-35888

11. A.

CC CONSENT

Meeting Date: 01/08/2013

Submitted By: Maria Figueroa, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct#	Payer	Amt
J1800.01.000.0037.25	Linebarger, Goggan, Blair & Sampson LLP	\$ 30,602.00
Acct#	Payer	Amt
A1800.99.041.0002.01	BMP Radio LP	\$ 7,165.25
L1700.99.000.003A.01	WINGATE INN SUNGATE DEVELOPMENT	\$ 3,311.60

BACKGROUND

Attachments

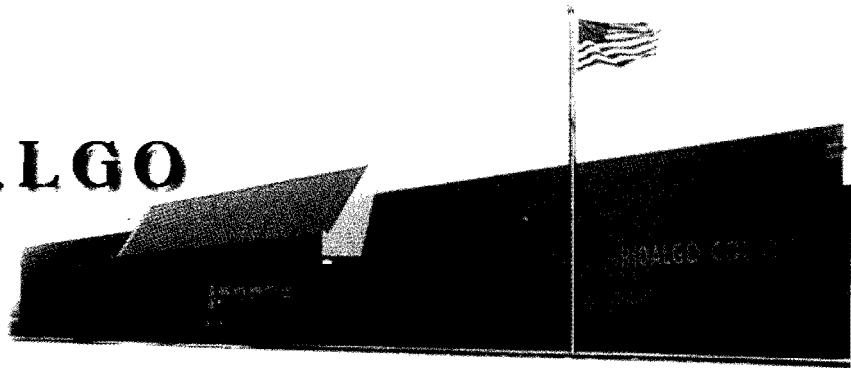
Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/18/2012 04:47 PM
Roland Garcia	Rolando Garcia	12/21/2012 02:23 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Maria Figueroa		Started On: 12/18/2012 04:27 PM
	Final Approval Date: 01/04/2013	

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA

Assessor and Collector

P.O. Box 178

Edinburg, Texas 78540-0178

(956) 318-2157 • Fax (956) 318-2733

December 18, 2012

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

The Hidalgo County District Court has ordered a correction to the tax roll as allowed by Property Tax Code Section 42.43. This correction decreased the tax liability of the property owner(s). Since taxes had been previously paid, our office determined that the tax roll correction resulted in a tax refund over \$2,500.00 dollars due to the taxpayer(s). The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as recommended by the County Auditor.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

Armando Barrera, Jr. RTA

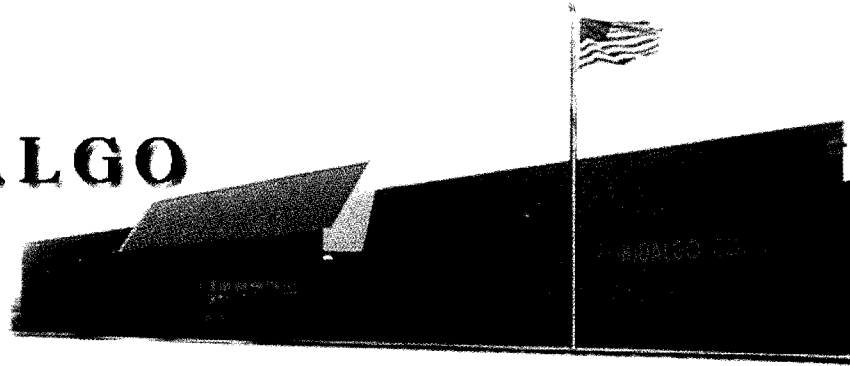
mgf

Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

Office of Tax Assessor-Collector

COUNTY *of* HIDALGO



Armando Barrera Jr., RTA

Assessor and Collector

P.O. Box 178

Edinburg, Texas 78540-0178

(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER

PAYER

AMOUNT

J1800.01.000.0037.25

LINEBARGER, GOGGAN, BLAIR & SAMPSON LLI

\$30,602.00

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name CANTU, JOSE MANUEL G PAID BY: LINEBARGER, GOGGAN, BLAIR & SAMPSON LLP	
	Present mailing address (number and street) 2001 OLD PORT ISABEL RD TRLR 4	
	City, town or post office, state, ZIP code BROWNSVILLE, TX 78521-7418	Phone (area code and number)

Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): JJY DE BALLI SAN JUANITA BANCO 34 16.04AC;	
	DELETE FOR 2007 PROP DOESN'T EXIST (EROSION)	
	Address or location of property: 198525	
	Account number of property: J1800.01.000.0037.25	Tax receipt number: OR SEVERAL

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. GHD	1982-1990	12/29 / 09	\$ 6,426.42	\$ 6,426.42
	2. SST	1982-1989	12/29 / 09	\$ 612.04	\$ 612.04
	3. SPR	1982-1989	12/29 / 09	\$ 20,809.36	\$ 20,809.36
	4. DR1	1982-1989	12/09 / 09	\$ 2,754.18	\$ 2,754.18
	5.		/	\$ TOTAL	\$ 30,602.00
	Taxpayer's reason for refund (attach supporting documentation): SUIT NO. T-066-03-C. REFUND BACK TO LGBS. PROPERTY DELETED DUE TO EROSION. ORDER VACATING JUDGMENT & TAX SALE. MM				

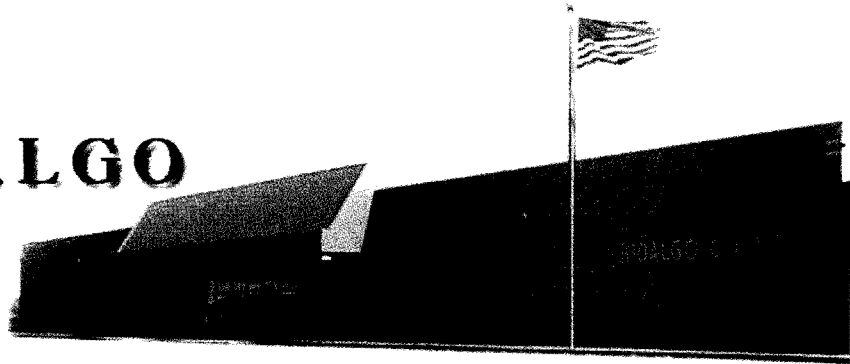
Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature Christina N. Villaseca	Date of application for tax refund 10/24/12
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.	

Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 12-11-12 12/13/12 10/31/12
	Authorized officer: [Signature]	Date 12/13/12	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) [Signature]	Date 10/31/12	

12/1/12

Office of Tax Assessor-Collector

COUNTY *of* HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

December 18, 2012

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

The Hidalgo County Appraisal District has made a correction to the tax roll as allowed by Property Tax Code Section 26.15. This correction decreased the tax liability of the property owner(s). Since taxes had been previously paid, our office determined that the tax roll correction resulted in a tax refund over \$2,500.00 dollars due to the taxpayer(s). The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as recommended by the County Auditor.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

Armando Barrera, Jr. RTA

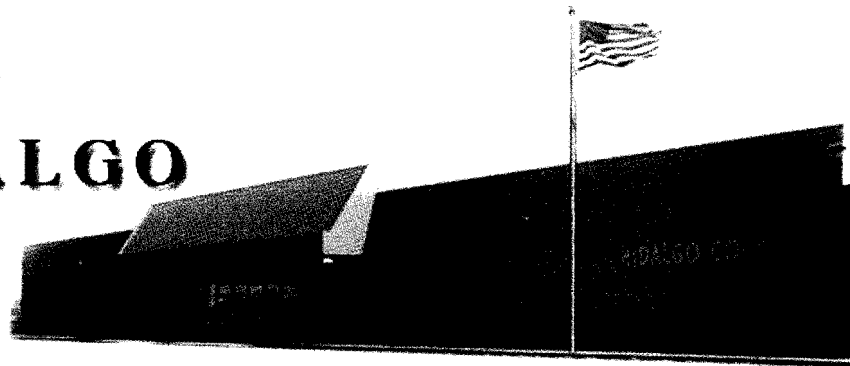
mgf

Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

Office of Tax Assessor-Collector

COUNTY *of* HIDALGO



Armando Barrera Jr., RTA

Assessor and Collector

P.O. Box 178

Edinburg, Texas 78540-0178

(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
A1800.99.041.0002.01	BMP RADIO LP	\$7,165.25
L1700.99.000.003A.01	WINGATE INN SUNGATE DVELOPMENT	\$3,311.60

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2173

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name BMP RADIO LP & PAID BY: BMP RADIO LP, DALLAS TX	
	Present mailing address (number and street) P O BOX 3037	
	City, town or post office, state, ZIP code MCALLEN, TX 78502	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **DELETE 2011 DAW 00065.90.810.0005.45/**

Step 2: Describe the property	ANTENNA & EQUIPMENT ON SIOUX RD WEST OF TOWER RD/ NEW ACCT 2011	
	Address or location of property: 1 /10 MI W OF TOWER RD ON SIOUX	
	794033	
	Account number of property: A1800.99.041.0002.01	Tax receipt number: OR 20652089

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2011	2-29 / 2012	\$ 7165.26	\$ 7165.25
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 7165.25
	Taxpayer's reason for refund (attach supporting documentation): VALUE DECREASED				
RF120908					
JN					

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here 	Date of application for tax refund
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.	

Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 11-20-12
	Authorized officer sign here 	Date 12/14/12	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here 	Date 10/3/12	

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	DATE: 12/11/12	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name WINGATE INN SUNGATE DEVELOPMENT *						
	Present mailing address (number and street) 1500 WICHITA AVE *						
	City, town or post office, state, ZIP code MCALLEN, TX 78503				Phone (area code and number) 		
Legal description (or attach copy of the tax bill or tax receipt): INVENTORY FURNITURE FIXTURES & EQUIPMENT							
Step 2: Describe the property	AT 1500 WICHITA/NEW ACCT 2002						
	Address or location of property: 636342 *						
	Account number of property: L1700.99.000.003A.01			Tax receipt number: OR 13852200, 13852199, 13916076			
Step 3: Give the tax payment information AB	Name Of Taxing Unit from Which Refund is Requested		Year for Which Refund is Requested		Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES		2008 *		2-19,3-23 / 2009	\$ 6447.53	\$ 3310.49 *
	2. SHORT/OVER TOLERANCE		2008 *		2-19,3-23 / 2009	\$	\$ 1.11 *
	3.				/	\$	\$
	4.				/	\$	\$
	5.				/	\$ TOTAL	\$ 3311.60 *
	Taxpayer's reason for refund (attach supporting documentation): VALUE DECREASE *						
	RF120908						
	GP						
Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."						
	sign here  Signature					Date of application for tax refund	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.						
Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved						
	sign here  Authorized officer					Date	
	sign here  Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code)					Date 11/30/12 *	

AI-35993

11. B.

CC CONSENT

Meeting Date: 01/08/2013

Submitted By: Maria Figueroa, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct#	Payer	Amt
C9800.00.002.0003.04	Corelogic	\$ 6,655.64
D6000.01.000.0123.00	Luis Barrera	\$ 2,516.63
S1700.02.020.0001.00	First National Bank	\$ 3,557.05
Acct#	Payer	Amt
P3650.02.000.0033.00	Flagstar Bank C/O Corelogic	\$ 2,920.97
S2950.00.000.0292.16	CitiMortgage Inc.	\$ 2,526.99

BACKGROUND

Attachments

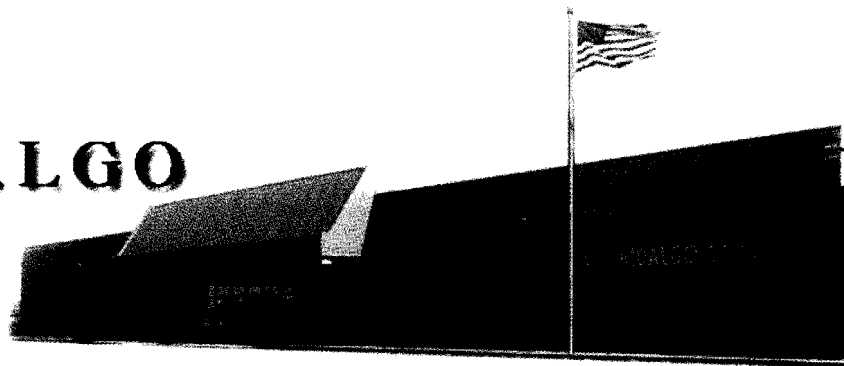
Corelogic

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/26/2012 04:18 PM
Auditor's Office	Obdett Calzada	12/26/2012 04:20 PM
Manuel Chapa	Manuel Chapa	12/27/2012 04:27 PM
Form Started By: Maria Figueroa		Started On: 12/26/2012 03:31 PM
	Final Approval Date: 12/27/2012	

Office of Tax Assessor-Collector

COUNTY *of* HIDALGO



Armando Barrera Jr., RTA

Assessor and Collector

P.O. Box 178

Edinburg, Texas 78540-0178

(956) 318-2157 • Fax (956) 318-2733

December 26, 2012

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

Our office has determined that the attached application(s) for a tax refund over \$2,500.00 dollars is erroneous and/or excessive. The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as required by Property Tax Code Section 31.11, Refunds of Overpayments or Erroneous Payments.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

Armando Barrera, Jr. RTA

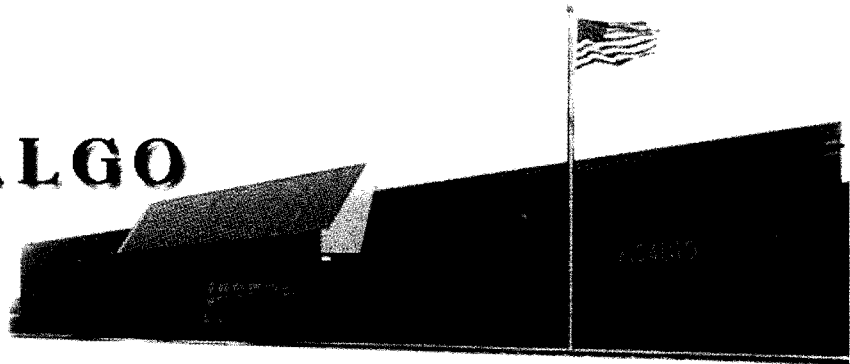
mgf

Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

Office of Tax Assessor-Collector

COUNTY *of* HIDALGO

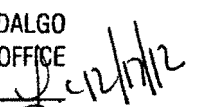
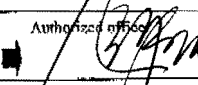
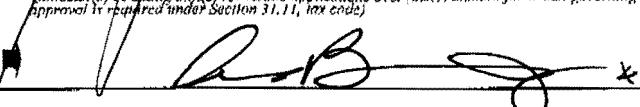


Armando Barrera Jr., R7A
Assessor and Collector

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

ACCOUNT NUMBER	PAYER	AMOUNT
C9800.00.002.0003.04	Corelogic	\$6,655.64
D6000.01.000.0123.00	Luis Barrera	\$2,516.63
S1700.02.020.0001.00	First National Bank	\$3,557.05

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC				
Present mailing address (number and street) P O BOX 178						
City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Phone (area code and number) (956) 318-2157				
To apply for a tax refund, the taxpayer must complete the following						
Step 1: Owner's name and address	Owner's name PEREZ, RODOLFO & MICAELA M VASQUEZ (PAID BY: CORELOGIC)					
	Present mailing address (number and street) 219 S TOWER RD					
	City, town or post office, state, ZIP code EDINBURG, TX 78542		Phone (area code and number)			
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): CURRY LOT 3 BLK 2 *					
	N110-S610-E198-SE6.92AC .50AC NET					
	Address or location of property:					
	156549 *					
	Account number of property: C9800.00.002.0003.04 *		Tax receipt number: OR 14903258/17142387/19658482			
Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested		Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES		2009 *	12/23 / 2009	\$ 2197.46	\$ 2197.46 *
	2.		2010 *	12/22 / 2010	\$ 2203.90	\$ 2203.90 *
	3.		2011 *	12/29 / 2011	\$ 2254.28	\$ 2254.28 *
	4.			/	\$	\$
	5. TOTAL			/	\$	\$ 6,655.64 *
	Taxpayer's reason for refund (attach supporting documentation): PAID IN ERROR ON ACCT#156549					
	APPLY TO ACCT#156550. ACCOUNT PAID REFUND BACK TO MORTGAGE.					
	NB					
Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."					
	sign here  Paul Drake % Core Logic *				Date of application for tax refund 11-15-2012 *	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.					
Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 12-14-12 			
	sign here 		Date 12/20/12			
	sign here  R.B. *		Date 12/10/12 *			

12/10

APPLICATION FOR TAX REFUND

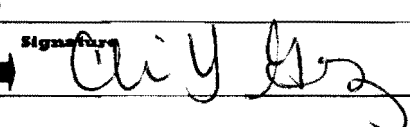
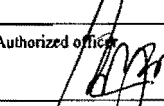
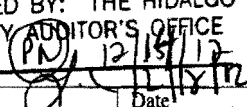
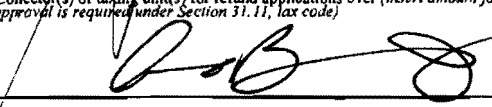
Collection office name HIDALGO COUNTY TAX OFFICE		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>Dec 11/30/12</u>		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC	
Present mailing address (number and street) P O BOX 178				Phone (area code and number) (956) 318-2157	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178					

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name GONZALEZ DAVID & ROSALBA (PAID BY: LUIS BARRERA)*					
	Present mailing address (number and street) 1000 PARADISE CIR					
	City, town or post office, state, ZIP code PALMVIEW, TX 78572			Phone (area code and number) X956 270 1266		
Legal description (or attach copy of the tax bill or tax receipt): DOFFING# 1 N11.31 LOT 123						
Step 2: Describe the property	Address or location of property:					
	159944*					
	Account number of property:			Tax receipt number:		
	D6000.01.000.0123.00			OR 20898143/20898136/20898128/20898118		
Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested		Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES		2011*	05/14 / 2012	\$ 1694.13	\$ 1694.13
	2.		2010*	/	\$ 822.50	\$ 822.50
	3.			/	\$	\$
	4.			/	\$	\$
	5. TOTAL			/	\$ 2516.63	\$ 2516.63*
	Taxpayer's reason for refund (attach supporting documentation): PAID IN ERROR ON ACCT#159944*					
	CORRECT ACCT#255441*					
	NB					
Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."					
	sign here Signature				Date of application for tax refund 11/27/12*	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.					
Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved					
	sign here Authorized officer				Date 12/20/12	
	sign here Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code)				Date 11-20-12*	

11/20

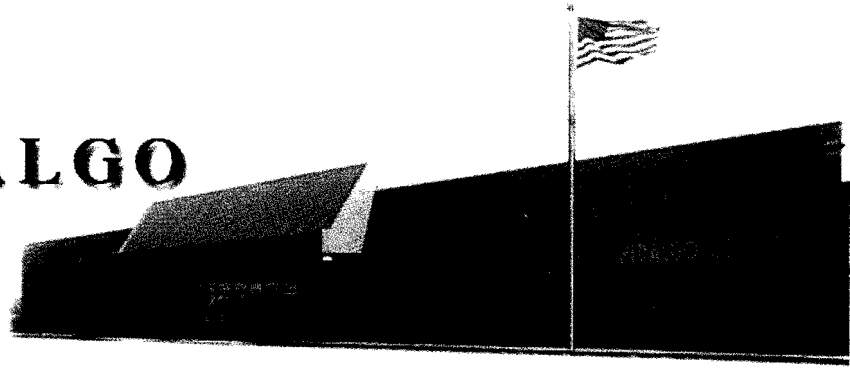
APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC					
Present mailing address (number and street) P O BOX 178							
City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Phone (area code and number) (956) 318-2157					
To apply for a tax refund, the taxpayer must complete the following							
Step 1: Owner's name and address	Owner's name GONZALEZ ABEL & URSULA PAID BY: FIRST NATIONAL BANK *						
	Present mailing address (number and street) RR15 BOX 2545E *						
	City, town or post office, state, ZIP code EDINBURG, TX 78541-7210 *		Phone (area code and number) 956-318-2157				
Legal description (or attach copy of the tax bill or tax receipt): SANTA CRUZ GARDENS #2 E100' - W250'-N435.60' LOT							
Step 2: Describe the property	1 BLK 20 1.0AC GR 0.94AC NET						
	Address or location of property: JASMIN RD & INGLE RD						
	278044 *						
	Account number of property: S1700.02.020.0001.00 *		Tax receipt number: OR 17090192				
Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested		Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested	
	1. ALL ENTITIES		2010	12/16	/ 2010	\$ 3557.05	\$ 3557.05
	2.				/	\$	\$
	3.				/	\$	\$
	4.				/	\$	\$
	5.				/	\$ TOTAL	\$ 3557.05
	Taxpayer's reason for refund (attach supporting documentation): PAID IN ERROR ON ACCT #278044 *						
	CORRECT ACCT #524045(ACCT PD IN FULL) REFUND DUE BACK TO TAXPAYER						
	GP						
Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."						
	sign here 				Date of application for tax refund 11/30/12		
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.						
Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved						
	Authorized officer sign here 				AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE:  12/19/12		
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here 				Date 12/20/12 12/19/12		

12/14

Office of Tax Assessor-Collector

COUNTY *of* HIDALGO



Armando Barrera Jr., RTA

Assessor and Collector

P.O. Box 178

Edinburg, Texas 78540-0178

(956) 318-2157 • Fax (956) 318-2733

December 26, 2012

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

Our office has determined that the attached application(s) for a tax refund over \$2,500.00 dollars is erroneous and/or excessive. The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as required by Property Tax Code Section 31.11, Refunds of Overpayments or Erroneous Payments.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

Armando Barrera, Jr. RTA

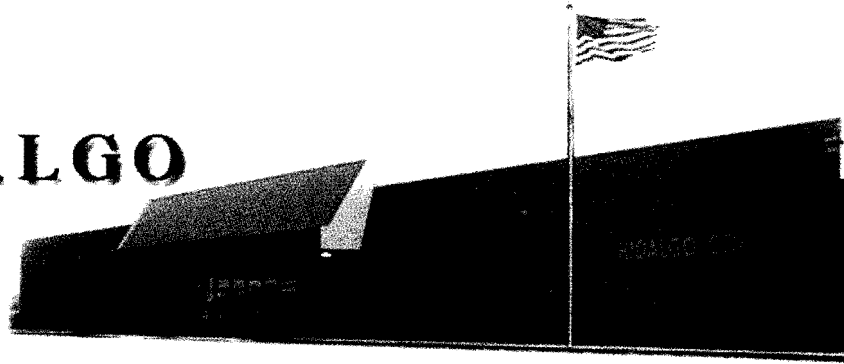
mgf

Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

Office of Tax Assessor-Collector

COUNTY *of* HIDALGO



Armando Barrera Jr., RTA

Assessor and Collector

P.O. Box 178

Edinburg, Texas 78540-0178

(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER

PAYER

AMOUNT

P3650.02.000.0033.00

Flagstar Bank C/O Corelogic

\$2,920.97

S2950.00.000.0292.16

CitiMortgage Inc.

\$2,526.99



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

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

Print Date: 01/11/2012

CORELOGIC

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

AUDITED BY: THE HIDALGO
COUNTY AUDITOR'S OFFICE

DATE: 11-11-12 / 12-17-12
J.C. 12/20/12

Account Number

P3650-02-000-0033-00 *

HCAD No. 699171 *

Legal Description of the Property

PARK MEADOWS UT 2 LOT 33 *

119 PALO BLANCO LN *

OWNER: CANTU PEDRO & MARY LOU

2011 OVERAGE AMOUNT \$2,920.97 *

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 40: CITY OF WESLACO, 53: WESLACO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name	Flagstar Bank <i>to Corelogic</i>		Relationship to Property Owner	Mortgage Company
	Mailing Address	Corelogic Dr		Daytime Telephone Number	617-699-3874
	City, State, Zip Code	Westlake TX 76262			
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year <u>2011</u> and am the party entitled to the refund.				
Step 3: Mark the reason for the refund and provide a brief explanation	☐ Overpaid the account				
	☒ Duplicate payment <i>taxes paid by title then disb from</i>				
	☐ Paid in error (explain) <i>no escrow acct</i>				
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer			2920.27	
	Total tax, penalty, and interest amount owed for the year			0.00	
	Amount of refund claimed			2920.97 *	
Step 5: How should the refund be processed?	☐ Mail to Property Owner				
	☒ Mail to Payer at address in Step 1				
	☐ Transfer this amount to account For tax year				
	☐ Escrow for next year's taxes				
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct				Date of application
	SIGN HERE <i>Sharon Corde</i> *				11/22/12 *
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10				
AUDITORS USE ONLY:	☒ Approved	☐ Denied	By: <i>[Signature]</i>	Date: 12/20/12	
TAX OFFICE USE ONLY:	☒ Approved	☐ Denied	By: <i>[Signature]</i>	Date: 1/15/12 *	

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

11/20



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

Phone No.: (956) 318-2157

Fax No.: 956-318-2733

Print Date: 08/04/2010

CORE LOGIC TAX REAL ESTATE
ATTN: REFUND DEPARTMENT
95 METHODIST HILL RD SUITE 100
ROCHESTER, NY 14623

AUDITED BY: THE HIDALGO
COUNTY AUDITOR'S OFFICE
DATE: 12-12-12

Account Number
S2950-00-000-0292-16
HCAD No. R281532

Legal Description of the Property
JOHN H SHARY W359.5'-E809.92'-S290' LOT
292 2.40AC GR 2.23AC NET

0 2 MI LINE; 1/8 W GLA

OWNER: CAZARES, LEONEL JR & LETICIA G

2009 OVERAGE AMOUNT \$2,526.99

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

APPLICATION FOR PROPERTY TAX REFUND

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

CITIMORTGAGE INC.
P.O. BOX 23689
ROCHESTER, NY 14692

Step 1: Identify the Payer requesting the refund if different than shown above	☒ N ☐ M City, State, Zip	Relationship to Property Owner	
		Daytime Telephone Number	800-969-8787
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year _____ and am the party entitled to the refund.		
Step 3: Mark the reason for the refund and provide a brief explanation	☒ Overpaid the account ☐ Duplicate payment ☐ Paid in error (explain)		
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer Total tax, penalty, and interest amount owed for the year Amount of refund claimed		
Step 5: How should the refund be processed?	☐ Mail to Property Owner ☒ Mail to Payer at address in Step 1 ☐ Transfer this amount to account For tax year ☐ Escrow for next year's taxes		
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct SIGN HERE <u>E. Hartwig</u> Date of application <u>9-24-12</u> If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10		
AUDITORS USE ONLY:	☒ Approved ☐ Denied	By: <u>[Signature]</u>	Date: <u>12/20/12</u>
TAX OFFICE USE ONLY:	☒ Approved ☐ Denied	By: <u>[Signature]</u>	Date: <u>12/10/12</u>

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

12/10

AI-35928

11. C.

CC CONSENT

Meeting Date: 01/08/2013

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
A1500.00.000.0005.00	David Juarez	\$2,596.87

BACKGROUND

Attachments

Refund Application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/19/2012 03:37 PM
Manuel Chapa	Manuel Chapa	12/19/2012 04:44 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Norma Briones		Started On: 12/19/2012 02:53 PM
	Final Approval Date: 01/04/2013	

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr. RTA

ASSESSOR AND COLLECTOR

EDINBURG, TEXAS 78540-0178

P.O. Box 178

(956) 318-2160

FAX (956) 318-2733

December 19, 2012

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

The Hidalgo County Appraisal District has made a correction to the tax roll as allowed by Property Tax Code Section 26.15. This correction decreased the tax liability of the property owner(s). Since taxes had been previously paid, our office determined that the tax roll correction resulted in a tax refund over \$2,500.00 dollars due to the taxpayer(s). The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as recommended by the County Auditor.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Armando Barrera, Jr." with a stylized flourish at the end.

Armando Barrera, Jr. RTA

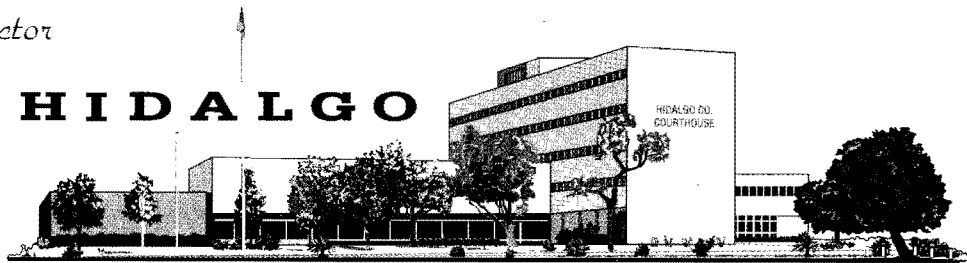
nlb

Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

Office of Tax Assessor-Collector

COUNTY *of* **HIDALGO**



Armando Barrera Jr. R.T.A.

ASSESSOR AND COLLECTOR

EDINBURG, TEXAS 78540-0178

P.O. Box 178

(956) 318-2160

FAX (956) 318-2733

ACCOUNT NUMBER

PAYER

AMOUNT

A1500.00.000.0005.00

David Juarez

\$2,596.87

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE <u>Dec 12/18/12</u> <i>J. C. 12/18/12</i>	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178		
City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Phone (area code and number) (956) 318-2157

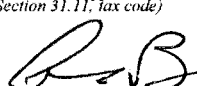
To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name JUAREZ DAVID & GLORIA PD BY: DAVID JUAREZ*	
	Present mailing address (number and street) 1103 W VETERANS BLVD *	
	City, town or post office, state, ZIP code PALMVIEW, TX 78572	Phone (area code and number) (956) 318-2157

Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): AKIN DEVELOPMENT LT 5	
	Address or location of property: 109543*	
	Account number of property: A1500.00.000.0005.00	Tax receipt number: 19167434,19222445
	OR	

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2011*	11-29,12-5 / 2011	\$ 4161.80	\$ 2596.87
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5.		/	\$ TOTAL	\$ 2596.87*
	Taxpayer's reason for refund (attach supporting documentation): OVER 65 ADDED, FREEZE CHANGE*				
RF120414					
GP					

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	sign here  Signature	Date of application for tax refund 
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.	

Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved	
	sign here  Authorized official	Date 12/18/12
	sign here  Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code)	Date 10/31/12*

4/1 12/14

AI-36164

Budget and Management 12. A.

CC CONSENT

Meeting Date: 01/08/2013

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

General Fund Salaries & Fringes Sweep (1100): 1. Approval to transfer lapsed salaries from various departments to the Countywide Administration-Contingency account. 2. Approval to transfer lapsed fringe benefits from various departments to the Countywide Administration-Contingency account.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Please refer to salaries and fringes sweep analysis.

Attachments

Salary/Fringe Sweep

Form Review

Inbox
Purchasing Department

Reviewed By
Angela Garcia

Date
01/04/2013 05:30 PM
Started On: 01/04/2013 11:30 AM

Form Started By: Erika Zamora

Final Approval Date: 01/04/2013

Hidalgo County

Department of Budget & Management

2012 Salary Sweep

As of 1/3/13

Account Number	Department Name	Amounts based on BAP Salary Schedule						SAGE	Total Sweep (Obj Code 113)	Estimated Lapsed FICA Amount (Obj. 220)
		Object Code	2012 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Est Salaries For Year-End (E*1.1)	3% COLA for 12/31/12 (E/10 * 3%)	Remaining Est Salaries including 3% (F+G)	Obj. 113 Available Balance as of 1/3/13		
110041200001001	92ND DC	113	242,795.00	9,338.27	10,272.10	28.01	10,300.11	9,338.50	961.61	73.56
110041200002001	93RD DC	113	225,600.00	8,676.92	9,544.62	26.03	9,570.65	24,001.93	(14,431.28)	(1,103.99)
110041200003001	139TH DC	113	237,260.00	9,125.38	10,037.92	27.38	10,065.30	8,220.54	1,844.76	141.12
110041200004001	206TH DC	113	240,893.00	9,265.12	10,191.63	27.80	10,219.42	9,368.75	850.67	65.08
110041200005001	275TH DC	113	247,266.00	9,510.23	10,461.25	28.53	10,489.78	14,187.25	(3,697.47)	(282.86)
110041200006001	332ND DC	113	233,050.00	8,963.46	9,859.81	26.89	9,886.70	8,963.25	923.45	70.64
110041200007001	370TH DC	113	260,320.00	10,012.31	11,013.54	30.04	11,043.58	16,446.61	(5,403.03)	(413.33)
110041200008001	389TH DC	113	247,304.00	9,511.69	10,462.86	28.54	10,491.40	34,336.79	(23,845.39)	(1,824.17)
110041200009001	398TH DC	113	241,932.00	9,305.08	10,235.58	27.92	10,263.50	22,798.02	(12,534.52)	(958.89)
110041200009003	INDIGENT DEFENSE	113	291,855.00	11,225.19	12,347.71	33.68	12,381.39	12,347.57	33.82	2.59
110041200010001	430TH DC	113	240,860.00	9,263.85	10,190.23	27.79	10,218.02	6,912.04	3,305.98	252.91
110041200011001	449TH DC	113	231,625.00	8,908.65	9,799.52	26.73	9,826.25	11,016.87	(1,190.62)	(91.08)
110041200021001	CCL#1	113	233,230.00	8,970.38	9,867.42	26.91	9,894.33	8,964.68	929.65	71.12
110041200022001	CCL#2	113	222,507.00	8,557.96	9,413.76	25.67	9,439.43	9,591.50	(152.07)	(11.63)
110041200023001	CCL#3 PROBATE CRT	113	302,941.00	11,651.58	12,816.73	34.95	12,851.69	11,651.25	1,200.44	91.83
110041200024001	CCL#4	113	237,273.00	9,125.88	10,038.47	27.38	10,065.85	13,914.00	(3,848.15)	(294.38)
110041200025001	CCL#5	113	231,510.00	8,904.23	9,794.65	26.71	9,821.37	15,442.62	(5,621.25)	(430.03)
110041200026001	CCL#6	113	218,804.00	8,415.54	9,257.09	25.25	9,282.34	10,400.25	(1,117.91)	(85.52)
110041200027001	CCL#7	113	214,000.00	8,230.77	9,053.85	24.69	9,078.54	9,846.37	(767.83)	(58.74)
110041200031001	MASTER COURT	113	85,504.00	3,288.62	3,617.48	9.87	3,627.34	3,617.39	9.95	0.76
110041200032001	MASTER CRT II	113	85,504.00	3,288.62	3,617.48	9.87	3,627.34	3,617.39	9.95	0.76
110041200045001	CRIMINAL AUXILIARY COURT	113	209,799.00	8,069.19	8,876.11	24.21	8,900.32	8,876.07	24.25	1.86
110041200055001	CHILD PROTECTIVE COURT	113	36,480.00	1,403.08	1,543.38	4.21	1,547.59	4,349.54	(2,801.95)	(214.35)
110041200061001	JP PCT 1/PL 1	113	155,155.00	5,967.50	6,564.25	17.90	6,582.15	6,500.79	81.36	6.22
110041200062001	JP PCT 1/PL 2	113	155,155.00	5,967.50	6,564.25	17.90	6,582.15	6,564.25	17.90	1.37
110041200063001	JP PCT 2/PL 1	113	122,155.00	4,698.27	5,168.10	14.09	5,182.19	5,260.81	(78.62)	(6.01)
110041200064001	JP PCT 2/PL 2	113	122,155.00	4,698.27	5,168.10	14.09	5,182.19	5,168.08	14.11	1.08
110041200065001	JP PCT 3/PL 1	113	146,637.00	5,639.88	6,203.87	16.92	6,220.79	6,535.34	(314.55)	(24.06)
110041200066001	JP PCT 3/PL 2	113	179,636.00	6,909.08	7,599.98	20.73	7,620.71	9,148.63	(1,527.92)	(116.89)
110041200067001	JP PCT 4/PL 1	113	187,367.00	7,206.42	7,927.07	21.62	7,948.68	8,009.79	(61.11)	(4.67)
110041200068001	JP PCT 4/PL 2	113	330,741.00	12,720.81	13,992.89	38.16	14,031.05	17,324.38	(3,293.33)	(251.94)
110041200069001	JP PCT 5/PL 1	113	122,155.00	4,698.27	5,168.10	14.09	5,182.19	5,168.09	14.10	1.08
110041200080002	CRIM DA	113	4,553,394.00	175,130.54	192,643.59	525.39	193,168.98	199,256.22	(6,087.24)	(465.67)
110041200080013	DA CIVIL LITIGATION	113	199,291.00	7,665.04	8,431.54	23.00	8,454.54	13,715.16	(5,260.62)	(402.44)
110041200090001	DIST CLERK	113	2,001,373.00	76,975.88	84,673.47	230.93	84,904.40	87,707.51	(2,803.11)	(214.44)
110041230085003	PUBLIC DEFENDER	113	526,253.00	20,240.50	22,264.55	60.72	22,325.27	22,284.35	40.92	3.13
110041300110006	CO JUDGE	113	853,042.00	32,809.31	36,090.24	98.43	36,188.67	38,998.76	(2,810.09)	(214.97)

Hidalgo County

Department of Budget & Management

2012 Salary Sweep

As of 1/3/13

Account Number	Department Name	Amounts based on BAP Salary Schedule						SAGE	Total Sweep (Obj Code 113)	Estimated Lapsed FICA Amount (Obj. 220)
		Object Code	2012 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Est Salaries For Year-End (E*1.1)	3% COLA for 12/31/12 (E/10 * 3%)	Remaining Est Salaries including 3% (F+G)	Obj. 113 Available Balance as of 1/3/13		
110041300125001	EXECUTIVE OFFICE	113	297,297.00	11,434.50	12,577.95	34.30	12,612.25	16,654.25	(4,042.00)	(309.21)
110041400130001	ELECTIONS DEPT	113	698,455.00	26,863.65	29,550.02	80.59	29,630.61	30,006.45	(375.84)	(28.75)
110041500200001	INFORMATION TECHNOLOGY	113	978,920.00	37,650.77	41,415.85	112.95	41,528.80	43,948.66	(2,419.86)	(185.12)
110041514115001	BUDGET & MANAGEMENT	113	884,472.00	34,018.15	37,419.97	102.05	37,522.02	43,239.83	(5,717.81)	(437.41)
110041515140001	TAX OFF	113	4,031,847.00	155,071.04	170,578.14	465.21	171,043.36	180,986.02	(9,942.66)	(760.61)
110041516150001	CO TREASURER	113	466,910.00	17,958.08	19,753.88	53.87	19,807.76	19,733.49	74.27	5.68
110041518160001	PURCHASING	113	1,065,890.00	40,995.77	45,095.35	122.99	45,218.33	54,255.28	(9,036.95)	(691.33)
110041540180001	CO CLERK	113	1,903,626.00	73,216.38	80,538.02	219.65	80,757.67	85,059.98	(4,302.31)	(329.13)
110041550190002	HUMAN RESOURCES	113	331,278.00	12,741.46	14,015.61	38.22	14,053.83	15,463.60	(1,409.77)	(107.85)
110041910210001	PLANNING DEPT	113	627,596.00	24,138.31	26,552.14	72.41	26,624.55	26,584.15	40.40	3.09
110041940220001	FACILITIES MANAGEMENT	113	2,627,971.00	101,075.81	111,183.39	303.23	111,486.62	119,586.71	(8,100.09)	(619.66)
110041950125003	SAFETY	113	550,532.00	21,174.31	23,291.74	63.52	23,355.26	23,327.12	28.14	2.15
110042100080003	AUTOPSIES	113	80,156.00	3,082.92	3,391.22	9.25	3,400.46	3,391.26	9.20	0.70
110042100125011	TX DPS	113	134,452.00	5,171.23	5,688.35	15.51	5,703.87	7,714.86	(2,010.99)	(153.84)
110042100280001	SHERIFF	113	13,166,193.00	506,392.04	557,031.24	1,519.18	558,550.42	607,522.77	(48,972.35)	(3,746.38)
110042100291001	CONSTABLE PCT.1	113	447,300.00	17,203.85	18,924.23	51.61	18,975.84	18,924.22	51.62	3.95
110042100292001	CONSTABLE PCT.2	113	310,241.00	11,932.35	13,125.58	35.80	13,161.38	13,125.61	35.77	2.74
110042100293001	CONSTABLE PCT.3	113	642,212.00	24,700.46	27,170.51	74.10	27,244.61	29,810.28	(2,565.67)	(196.27)
110042100294001	CONSTABLE PCT.4	113	637,554.00	24,521.31	26,973.44	73.56	27,047.00	26,993.07	53.93	4.13
110042100295001	CONSTABLE PCT.5	113	268,441.00	10,324.65	11,357.12	30.97	11,388.09	15,160.81	(3,772.72)	(288.61)
110042210300001	FIRE MARSHAL	113	209,984.00	8,076.31	8,883.94	24.23	8,908.17	12,079.49	(3,171.32)	(242.61)
110042300320014	DRUG COURT	113	65,335.00	2,512.88	2,764.17	7.54	2,771.71	4,195.49	(1,423.78)	(108.92)
110042300320034	ALTERNATIVE INCARCERATION PRG	113	146,000.00	5,615.38	6,176.92	16.85	6,193.77	6,338.47	(144.70)	(11.07)
110042321280002	JAIL	113	13,215,625.00	508,293.27	559,122.60	1,524.88	560,647.48	549,061.65	11,585.83	886.32
110042900110075	EMERGENCY MANAGEMENT	113	247,328.00	9,512.62	10,463.88	28.54	10,492.41	10,577.21	(84.80)	(6.49)
110043200121001	SANITATION PCT.1	113	538,767.00	20,721.81	22,793.99	62.17	22,856.15	32,806.86	(9,950.71)	(761.23)
110043200122001	SANITATION PCT.2	113	516,006.00	19,846.38	21,831.02	59.54	21,890.56	30,557.05	(8,666.49)	(662.99)
110043200123001	SANITATION PCT.3	113	901,820.00	34,685.38	38,153.92	104.06	38,257.98	45,704.80	(7,446.82)	(569.68)
110043200124001	SANITATION PCT.4	113	363,410.00	13,977.31	15,375.04	41.93	15,416.97	15,375.01	41.96	3.21
110044100340001	HEALTH ADM	113	1,115,648.00	42,909.54	47,200.49	128.73	47,329.22	54,931.59	(7,602.37)	(581.58)
110044100340003	HEALTH CLINICS	113	2,892,486.00	111,249.46	122,374.41	333.75	122,708.16	128,032.96	(5,324.80)	(407.35)
110044400240001	HUMAN SERVICES	113	893,968.00	34,383.38	37,821.72	103.15	37,924.87	41,684.74	(3,759.87)	(287.63)
110044400360001	CHILD WELFARE	113	80,188.00	3,084.15	3,392.57	9.25	3,401.82	5,471.36	(2,069.54)	(158.32)
110044400370001	VETERAN'S SRV	113	114,264.00	4,394.77	4,834.25	13.18	4,847.43	5,774.62	(927.19)	(70.93)
110045200121013	PARKS PCT.1	113	494,646.00	19,024.85	20,927.33	57.07	20,984.41	23,916.72	(2,932.31)	(224.32)
110045200122008	PARKS PCT.2	113	413,261.00	15,894.65	17,484.12	47.68	17,531.80	28,436.51	(10,904.71)	(834.21)
110045200123008	PARKS PCT.3	113	424,242.00	16,317.00	17,948.70	48.95	17,997.65	18,694.15	(696.50)	(53.28)

Hidalgo County

Department of Budget & Management

2012 Salary Sweep

As of 1/3/13

Account Number	Department Name	Amounts based on BAP Salary Schedule						SAGE	Total Sweep (Obj Code 113)	Estimated Lapsed FICA Amount (Obj. 220)
		Object Code	2012 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Est Salaries For Year-End (E*1.1)	3% COLA for 12/31/12 (E/10 * 3%)	Remaining Est Salaries including 3% (F+G)	Obj. 113 Available Balance as of 1/3/13		
110045200124009	PARKS PCT.4	113	323,980.00	12,460.77	13,706.85	37.38	13,744.23	15,954.48	(2,210.25)	(169.08)
110046100380001	TX AGRILIFE EXT	113	171,585.00	6,599.42	7,259.37	19.80	7,279.16	7,267.84	11.32	0.87
110046600121050	PCT 1 CRC	113	60,427.00	2,324.12	2,556.53	6.97	2,563.50	2,556.63	6.87	0.53
110046600122018	PCT 2 CRC	113	97,623.00	3,754.73	4,130.20	11.26	4,141.47	4,215.43	(73.96)	(5.66)
110046600122082	PCT 2 CRC - SOUTH TOWER RD	113	91,435.00	3,516.73	3,868.40	10.55	3,878.95	4,093.28	(214.33)	(16.40)
110046600124077	PCT 4 CRC	113	31,815.00	1,223.65	1,346.02	3.67	1,349.69	1,346.09	3.60	0.28
			68,234,007.00	2,624,384.88	2,886,823.37	7,873.15	2,894,696.53	3,140,412.19	(245,715.66)	(18,797.25)
1100-415-00-115-002-0-899 Co. Wide Adm.-Contingency									\$ 245,715.66	\$ 18,797.25
TOTALS									-	-

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

AI-35881

12. B.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Sergio Cruz, BUDGET &
MANAGEMENT

Submitted By: Angelica Tapia, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of \$648,402.18 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 12/08/12 to 12/21/12.

12/08-14/12	\$349,598.51
12/15-21/12	\$298,803.67
TOTAL	\$648,402.18

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 12/8-14/12

BCBS 12/15-21/2012

Invoices

Certification

Form Review

Inbox
Budget & Management
Olga Garza
Dale Kennan
Auditor's Office

Reviewed By
Obdett Calzada
Merlen P. Munoz
Dale Kennan
Angela Garcia

Date
12/26/2012 03:35 PM
01/02/2013 08:30 AM
01/02/2013 03:11 PM
01/04/2013 05:30 PM
Started On: 12/18/2012

Form Started By: Angelica Tapia

Final Approval Date: 01/04/2013

Corporate		Invoice	Invoice	BARS								Settlement	Association	Group	Section											Service		Fee		Case
Account	Entity	Profile	Number	InvcPerFrDt	InvcPerToDt	ClmPerFrDt	ClmPerToDt	CustNbr	Nbr	Nbr	Nbr	Nbr	Group Name	Coverage	Claim Type	Member ID	Provider ID	Document Control	Tier	Date	Gross Amt	Net Amt	Percent	Fee Amt	Nbr					
HIDALGO COUNTY																														
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	835235147	1144265141	0000201234650627G40X	Family Member	11/26/2012	\$ 53.38	\$ 53.38	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	835235147	1144265141	0000201234650627G40X	Family Member	11/26/2012	\$ 106.29	\$ 106.29	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	835235147	1144265141	0000201234650627G40X	Family Member	11/26/2012	\$ 19.65	\$ 19.65	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	835235147	1144265141	0000201234650627G40X	Family Member	11/26/2012	\$ 84.64	\$ 84.64	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	835235147	1144265141	0000201234650627G40X	Family Member	11/26/2012	\$ 19.65	\$ 19.65	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	835235147	1144265141	0000201234650627G40X	Family Member	11/26/2012	\$ 94.10	\$ 94.10	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	835235147	1144265141	0000201234650627G40X	Family Member	11/26/2012	\$ 19.65	\$ 19.65	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	835235147	1144265141	0000201234650627G40X	Family Member	11/26/2012	\$ 39.32	\$ 39.32	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	835235147	1386648798	0000201234850632K10X	Family Member	12/3/2012	\$ 41.91	\$ 41.91	0%	\$0.00						
																				\$	478.59	\$	478.59							
HEAD START																														
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	840913094	1780600510	00002012347504G1290X	Single	11/7/2012	\$ 10.26	\$ 10.26	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	840913094	1780600510	00002012347504G1290X	Single	11/7/2012	\$ 3.00	\$ 3.00	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	840913094	1780600510	00002012347505F1480X	Single	11/12/2012	\$ 10.26	\$ 10.26	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	840913094	1780600510	00002012347505F1480X	Single	11/12/2012	\$ 3.00	\$ 3.00	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	840913094	1780600510	00002012347505F1660X	Single	11/5/2012	\$ 10.26	\$ 10.26	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	840913094	1780600510	00002012347505F1660X	Single	11/5/2012	\$ 7.51	\$ 7.51	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	840913094	1780600510	00002012347505F1660X	Single	11/5/2012	\$ 6.02	\$ 6.02	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	840913094	1780600510	00002012347505F1660X	Single	11/5/2012	\$ 8.18	\$ 8.18	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9001	HIDALGO COUNTY	Blue Shield	Basic Coverage	840913094	1780600510	00002012347505F1660X	Single	11/5/2012	\$ 3.00	\$ 3.00	0%	\$0.00						
																				\$	61.49	\$	61.49							
																				BASIC PLAN:		\$	540.08	\$	540.08					
HIDALGO COUNTY																														
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9002	HIDALGO COUNTY	Blue Cross	Basic Coverage	842132741	1801020193	0000201229650502N70X	Single	10/8/2012	\$ 1,071.00	\$ 1,071.00	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9002	HIDALGO COUNTY	Blue Cross	Basic Coverage	842132741	1801020193	0000201234950142V90X	Single	12/1/2012	\$ 1,071.00	\$ 1,071.00	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9002	HIDALGO COUNTY	Blue Shield	Basic Coverage	838362012	1811969819	0000201234850089E60X	Single	11/22/2012	\$ 95.58	\$ 95.58	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9002	HIDALGO COUNTY	Blue Shield	Basic Coverage	838362012	1811969819	0000201234850160E10X	Single	11/23/2012	\$ 66.22	\$ 66.22	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9002	HIDALGO COUNTY	Blue Shield	Basic Coverage	836218890	1467473033	000020123325043W960X	Family Member	11/5/2012	\$ 218.40	\$ 218.40	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9002	HIDALGO COUNTY	Blue Shield	Basic Coverage	842132741	1184690513	0000201234650098U80X	Single	12/7/2012	\$ 21.19	\$ 21.19	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9002	HIDALGO COUNTY	Blue Shield	Basic Coverage	842132741	1184690513	0000201234650098U80X	Single	12/7/2012	\$ 126.76	\$ 126.76	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9002	HIDALGO COUNTY	Drug	Basic Coverage	838362012	1528387693	123364483517028	Single	12/1/2012	\$ 113.93	\$ 113.93	0%	\$0.00						
21185	TX1	618139	331381	12/8/2012	12/14/2012	12/8/2012	12/14/2012	TX433	1	7	21185	9002	HIDALGO COUNTY	Drug	Basic Coverage	838362012	1528387693	123364817848014	Single	12/1/2012	\$ 108.72	\$ 108.72	0%	\$0.00						
																				BUY-UP PLAN:		\$	2,892.80	\$	2,892.80					
																				TOTAL:		\$	3,432.88	\$	3,432.88					



**BlueCross BlueShield
of Texas**

Group # 021185

Settlement ID:

Processed Date

Period

HIDALGO COUNTY

TX433010006

12/15/2012 to 12/21/2012

SECTION		
0001-0011	HIDALGO COUNTY	\$ 225,522.27
0002-0012	HEAD START	\$ 46,892.28
0003-0013	APPRAISAL DISTRICT	\$ 5,542.66
0004-0014	COMMUNITY SERVICE AGENCY	\$ 208.69
0005-0015	DRAINAGE DISTRICT NO.1	\$ 7,207.04
0006-0016	RETIREEES	\$ 11,953.19
9001-9002	COBRA	\$ 1,477.54
	STOP LOSS	\$ -
	TOTAL	\$ 298,803.67



**BlueCross BlueShield
of Texas**

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 12/08/2012 - 12/14/2012 **Process Date:** 12/14/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 12/08/2012 - 12/14/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	\$679,468.74	\$251,882.45	\$54,320.34	\$0.00	\$197,562.11	2,729
TX433	01	002	HEAD START	\$102,054.77	\$53,289.29	\$8,515.25	\$0.00	\$44,774.04	634
TX433	01	003	APPRAISAL DISTRICT	\$9,545.16	\$3,239.66	\$1,697.31	\$0.00	\$1,542.35	78
TX433	01	004	COMMUNITY SERVICE	\$8,541.08	\$1,281.86	\$798.43	\$0.00	\$483.43	15
TX433	01	005	DRAINAGE DISTRICT	\$28,348.04	\$4,149.90	\$1,637.65	\$0.00	\$2,512.25	70
TX433	01	006	RETIREEES	\$43,990.60	\$32,322.47	\$6,211.29	\$0.00	\$26,111.18	108
TX433	01	007	COBRA	\$21,700.90	\$3,432.88	\$222.65	\$0.00	\$3,210.23	27
			STOPLOSS	(\$25,473.49)	\$0.00	\$0.00	\$0.00	\$0.00	0
			Customer Total Claims	\$893,649.29	\$349,598.51	\$73,402.92	\$0.00	\$276,195.59	3,661
			STOPLOSS Total	(\$25,473.49)	\$0.00	\$0.00	\$0.00	\$0.00	0
			Customer Grand Total	\$868,175.80	\$349,598.51	\$73,402.92	\$0.00	\$276,195.59	3,661



**BlueCross BlueShield
of Texas**

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 12/15/2012 - 12/21/2012 Process Date: 12/21/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 12/15/2012 - 12/21/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	\$904,991.01	\$225,522.27	\$38,801.69	\$0.00	\$186,720.58	2,670
TX433	01	002	HEAD START	\$148,947.05	\$46,892.28	\$11,462.19	\$0.00	\$35,430.09	535
TX433	01	003	APPRAISAL DISTRICT	\$15,087.82	\$5,542.66	\$497.36	\$0.00	\$5,045.30	81
TX433	01	004	COMMUNITY SERVICE	\$8,749.77	\$208.69	(\$93.64)	\$0.00	\$302.33	7
TX433	01	005	DRAINAGE DISTRICT	\$35,555.08	\$7,207.04	\$1,435.60	\$0.00	\$5,771.44	171
TX433	01	006	RETIREES	\$55,943.79	\$11,953.19	\$1,521.99	\$0.00	\$10,431.20	65
TX433	01	007	COBRA	\$23,178.44	\$1,477.54	\$77.12	\$0.00	\$1,400.42	15
			STOPLOSS	(\$25,473.49)	\$0.00	\$0.00	\$0.00	\$0.00	0
			Customer Total Claims	\$1,192,452.96	\$298,803.67	\$53,702.31	\$0.00	\$245,101.36	3,544
			STOPLOSS Total	(\$25,473.49)	\$0.00	\$0.00	\$0.00	\$0.00	0
			Customer Grand Total	\$1,166,979.47	\$298,803.67	\$53,702.31	\$0.00	\$245,101.36	3,544

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF December 8, 2012 thru December 21, 2012

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$648,402.18.

- 1). Hidalgo County
- 2). Hidalgo County Head Start Program
- 3). Hidalgo County Appraisal District
- 4). Hidalgo County Community Service Agency
- 5). Hidalgo County Drainage District No.1
- 6). Hidalgo County Retirees
- 7). Hidalgo County COBRA

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 12/08/2012 to 12/21/2012 is \$648,402.18.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of January 8, 2013.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees/participants of Hidalgo County, Hidalgo County Head Start Program, Hidalgo County Appraisal District, Hidalgo County Community Service Agency, Hidalgo County Drainage District No.1, Hidalgo County Retirees and Hidalgo County COBRA.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were deposited to the Hidalgo County Treasurer's Office and credited to the corresponding revenue account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.



Employee Benefits Director



Dept. of Budget & Management Budget Officer

Commissioner's Court Approval

12/26/12

Date

12/26/2012

Date

Date

AI-36119

12. C.

CC CONSENT

Meeting Date: 01/08/2013

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 Dec. 16-31, 2012 in the amount of \$ 41,952.31 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice

By Organization

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/03/2013 04:49 PM
Roland Garcia	Rolando Garcia	01/04/2013 11:16 AM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Flora Vazquez		Started On: 01/03/2013 02:23 PM
	Final Approval Date: 01/04/2013	

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

January 2, 2013

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 90698

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 41,952.31
12/16-12/31/12 (Check#512612-512716) are in accordance with our contract with Hidalgo
County Exhibit A, dated July 1st

TOTAL CURRENT CHARGES \$ 41,952.31

Previous Balance Due \$ 70,560.24

Total Balance Due \$112,512.55

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 12/16-12/31/12

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Drainage District #1										
Alternate Organization 1 Total:										127.92
Alternate Organization 1 : Headstart										
Alternate Organization 1 Total:										577,578.20
Alternate Organization 1 : Hidalgo County										
Alternate Organization 1 Total:										14534,346.19
Grand Total:										20341,952.31

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT

FOR THE PERIOD OF: December 16-31, 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 \$ 41,952.31

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

Losses Paid for Period: 12/16-31/2012

(Check# 512612-512716)

1). Hidalgo County	\$	<u>34,346.19</u>	
2). Hidalgo County Headstart Program	\$	<u>7,578.20</u>	
3). Community Service Agency			
4). Drainage District #1	\$	<u>27.92</u>	\$ <u>41,952.31</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 January 8, 2013

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

\$ < 150,000.00 >

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

(estimate) \$ 108,047.69

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.

Debra Vazquez
Employee Benefits Director

Al Badilla
Budget Officer

January 3, 2013
Date

1/3/13
Date

Commissioner's Court Approval

Date

AI-35985

12. D.

CC CONSENT

Meeting Date: 01/08/2013

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 in the amount of \$ 70,560.24 and requesting approval of wire transfer.

BACKGROUND

Attachments

INVOICE

By Organization

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/26/2012 01:03 PM
Olga Garza	Merlen P. Munoz	01/02/2013 08:31 AM
Dale Kennan	Dale Kennan	01/02/2013 03:33 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Flora Vazquez		Started On: 12/26/2012 10:04 AM
	Final Approval Date: 01/04/2013	

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

December 17, 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: 90637

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 70,560.24
12/1-12/15/12 (Check#512421-512611) are in accordance with our contract with Hidalgo
County Exhibit A, dated July 1st

TOTAL CURRENT CHARGES \$ 70,560.24

Previous Balance Due \$ 65,121.79

Payments and Credits

12/07/12	Payment received - thank you	47,634.37CR
12/14/12	Payment received - thank you	<u>17,487.42CR</u>

Total Payments and Credits	\$ 65,121.79CR

Total Balance Due	\$ 70,560.24

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 12/1-12/15/12

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:	101									14,142.28

Alternate Organization 1 : Hidalgo County

Alternate Organization 1 Total:	281									56,417.96

Grand Total:	382									70,560.24

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: December 1-15, 2012

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)

TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of \$ 70,560.24

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

Losses Paid for Period: 12/01-15/2012

(Check# 512421-512611)

1). Hidalgo County	\$	<u>56,417.96</u>	
2). Hidalgo County Headstart Program	\$	<u>14,142.28</u>	
3). Community Service Agency			
4). Drainage District #1	\$	<u>-</u>	\$ <u>70,560.24</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 January 8, 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) \$ 79,439.76

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


Budget Officer

12/26/2012
Date

12/26/2012
Date

Commissioner's Court Approval

Date

AI-35949

13. A.

CC CONSENT

Meeting Date: 01/08/2013

Submitted By: Gabriel Navarro, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Hidalgo County Sheriff's Office Jail Commissary Division is formally requesting the removal of the following assets from their inventory list.

1. Tag No. 024661 Air-Pak IIA W/ STD CLY W/Case Serial no. 1563
2. Tag No. 029333 Manitowoc Ice Machine Serial No. 951162477
3. Tag No. 029791 Custom Exhaust Hood w/ Filter Serial No. n/a

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact

Assets have exceeded their life expectancy.

Attachments

Affidavit & Exhibit A
report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	12/21/2012 09:33 AM
Manuel Chapa	Manuel Chapa	12/21/2012 10:32 AM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Gabriel Navarro		Started On: 12/20/2012 03:40 PM
	Final Approval Date: 01/04/2013	

AFFIDAVIT

State Of Texas |
|
County of Hidalgo |

Before me, the undersigned authority, a Notary Public and in for the State of Texas, on the same date personally appeared, who after being duly sworn, deposes and says:

My name is Daniel Garcia and I am the Jail Commander for the Hidalgo County Sheriff's Office.

I am formally requesting that the Hidalgo County Commissioner's Court approve to remove the items listed on Exhibit A, attached hereto, as inventory in this department's possession. After exhausting all efforts to locate these items by our department and the Fixed Asset Division, it has been determined that these items are no longer physically present in this department and might been left behind in the old jail facility back in 2003.

The above is true and correct to the best of my knowledge.



Commander Daniel Garcia

State of Texas |
|
County of Hidalgo |

Sworn to and subscribed before me, a Notary Public, in and for the State of Texas on this the 28 day of September 2012.


NOTARY PUBLIC, State of Texas

HIDALGO COUNTY, TEXAS

PURCHASING DEPARTMENT - FIXED ASSETS DIVISION

EXHIBIT "A"

Asset Number	Description	Purchase Order	Serial No.	Acq Date
024661	AIR-PAK IIA W/STD CLY W/CASE	n/a	1563	3/29/1990
029333	MANITOWAOC ICE MACHINE	n/a	951162477	6/13/1995
029791	CUSTOM EXHAUST HOOD W/ FILTER & FAN	97362	n/a	11/7/1995

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

Prepared By: GABRIEL NAVARRO
Requested By: _____
Date: 12/18/2012

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
024661	AIR-PAK IIA W/STD CLY W/CASE	\$1,480.00	3/29/1990	1990	12/18/2012	10	22	\$148.00	\$1,332.00	\$133.20	\$2,930.40	\$0.00
029333	MANITOWAOC ICE MACHINE	\$6,850.00	6/13/1995	1995	12/18/2012	10	17	\$685.00	\$6,165.00	\$616.50	\$10,480.50	\$0.00
029791	CUSTOM EXHAUST HOOD W/ FILTER & FAN	\$1,295.00	11/7/1995	1995	12/18/2012	10	17	\$129.50	\$1,165.50	\$116.55	\$1,981.35	\$0.00

AI-35935

13. B.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Martha L. Salazar

Submitted By: Rocio Villarreal, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice No. 18-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?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 659617

Attachments

[backup](#)

Form Review

Inbox
Purchasing Department
Auditor's Office

Reviewed By
Marty Salazar
Angela Garcia

Date
01/04/2013 05:12 PM
01/04/2013 05:30 PM
Started On: 12/19/2012 05:06 PM

Form Started By: Rocio Villarreal

Final Approval Date: 01/04/2013



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 #
11-16-2012 to 12-15-2012	18-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

2-1336-423-00-280-036-0-720

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
11/16/2012 to 12/15/2012	\$5,650.00				\$5,650.00
P.O. #: <u>659617</u> Invoice Received By: <u>Tapia</u> on: <u>12-14-12</u> Good/Services Received By: <u>Tapia</u> on: <u>12-14-12</u> <i>[Signature]</i> <u>12/14/12</u>					



Construction Management LLC
"Accountability that is Measurable and Attainable"

**Observation Report Synopsis
November 15- December 15**

Project Name: Hidalgo County Sheriff Substation

By: Jerry Garcia, Project Manager

Date: November 17, 2012 |

Comments:

- East side view showing complete systems and façade finish
- All structural items has been completed and satisfied
- Black top parking finished, designated signs placed



Date: December 4, 2012

- Control Room:
- Jail doors installed, counters, accessories throughout also working on I.T. installation
- Flooring finish, benches and S.S. toilets installed



Date: December 15, 2012

- View of the front of the building with flag poles
- Parking lot lines placed, handicap sidewalk and signs complete





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.

MCALLEN TX 78501

Vendor Acct:

BUYER: VRODRIGUEZ

SHIP TO: HIDALGO COUNTY JAIL

701 EL CIBOLO RD

EDINBURG Tx 78539

CONTACT: Virginia Rodriguez

(956) 393-602

SITE: HIDALGO COUNTY JAIL

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

Special Instructions:

with the option to increase

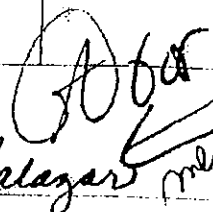
VENDOR NOTES:

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.
5. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
6. 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		CG 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:


Martha R. Salazar me

AI-35936

13. C.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Juan Martinez, HC Fire Marshal

Submitted By: Marty Salazar, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice #401926-\$84.57 & Invoice #401926-\$197.34 (for a total of \$281.91) from GT Distributors (TASB-BuyBoard contract #363-10) in connection with duplicate orders received, kept and embroidered for use (two different Fire Marshal Office staff received separate orders) with authority for Hidalgo County Treasurer to issue payment after the auditing protocol is completed by Hidalgo County Auditor.

BACKGROUND

Note: As Auditor's Office would not accept my request to resolve issue through a Purchase Order Increase for reasons explained in e-mails, I would like to inform CC (as noted in Agenda Item caption) that all items are awarded through the Texas Association of School Boards (TASB) BuyBoard Purchasing Coop., Hidalgo County has met it's statutory competitive procurement requirements.

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-422-10-300-001-0-605

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

BUDGETARY IMPACT:

reference transfer AI-35965 CC 01/08/13. for \$122.00; funds will be available.

Attachments

CC Authorization

PO-Additional Info-GT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/20/2012 08:36 PM
Budget & Management	Obdett Calzada	12/21/2012 09:25 AM
Roland Garcia	Rolando Garcia	12/21/2012 02:21 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Marty Salazar		Started On: 12/19/2012
	Final Approval Date: 01/04/2013	

AI-12213**13. A. 12.****CC REGULAR****Meeting** 11/18/2008
Date:**Submitted For:** Marty Salazar**Submitted By:** Matilde Faz, PURCHASING
DEPT.**Department:** PURCHASING DEPT.**Information****CAPTION**

A. Presentation for discussion, consideration, and approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with the Texas Association of School Boards Cooperative "Buy Board" awarded pricing including, but not limited to, Precincts, Departments, Program, Agencies, etc.:

Vendor	Contract Description	Contract #
Corporate Express of Texas, Inc.	Office Supplies & Equipment	254-06
Staples Business Advantage	Office Supplies & Equipment	254-06
Southern Tire Mart	Tires, Tubes & Automotive Products	239-05
O'Reilly Auto Parts	Tires, Tubes & Automotive Products	239-05
Burton Auto Supply	Tires, Tubes & Automotive Products	239-05
GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	284-08
MSC Industrial Supply Co.	Maintenance, Repair & Operation Supplies & Equipment	263-07
Gulf Coast Paper Company	Custodial Supplies & Equipment	291-08
Superior Alarms	Supplemental Technology Products, Software & Supplies	289-08

B. Presentation for discussion, consideration and approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS) awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc.:

The Hon Company c/o Corporate Express	Office Furniture	TXMAS-3-711090-22
Global Industries, Inc. c/o Corporate Express	Office Furniture	TXMAS-3-7111010-31
Mayline Company, LLC c/o Corporate Express	Office Furniture	TXMAS-4-7110330-26

Kimball International c/o Corporate Express	Office Furniture	TXMAS-3-711060-14
The Hon Company c/o Jones & Cook Stationers	Office Furniture	TXMAS-3-711090-11
Global Industries, Inc. c/o Jones & Cook Stationers	Office Furniture	TXMAS-3-7111010-32
Mayline Company, LLC c/o Jones & Cook Stationers	Office Furniture	TXMAS-4-7110330-29
Kimball International c/o Jones & Cook Stationers	Office Furniture	TXMAS-3-711060-28
Southern Tire Mart-Alamo--- Michelin North America, Inc.	Tires, Pneumatic (New) for passenger, light/medium truck, & bus, & retread services	TXMAS-7-261010-92
Southern Tire Mart, LLC--- Bridgestone Firestone	Tires, Pneumatic (New) for passenger, light/medium truck, & bus, & retread services	TXMAS-7-261020-27
GCR Tires Centers of Pharr TX Bridgestone Firestone	Tires, Pneumatic (New) for passenger, light/medium truck, & bus, & retread services	TXMAS-7-261020-55
MSC Industrial Supply Co.	Hardware Superstore	TXMAS-7-3-51V020
W. W. Grainger, Incorporated	Industrial Supplies & Equipment, Janitorial Supplies & Equipment	TXMAS-2-539030
The Sherwin Williams Company	Center for facilities Maintenance and Hardware	TXMAS-5-51V010
Acuity Specialty Products Group, Inc. DBA Zep Manufacturing Company	Food Service, Hospitality, Cleaning Equipment and Supplies, Chemicals and Services	TXMAS-6-73080

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: Various object codes

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding will need to be determined on an "As Needed Basis".

Attachments

Buyboard Vendors List

TXMAS Vendors List

TXMAS Furniture Vendors List

TXMAS Tires Vendors List

TXMAS HARDWARE VENDOR**Form Review**

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/13/2008 01:35 PM
Budget & Management	Veronica Lopez	11/13/2008 02:24 PM
Auditor's Office		11/14/2008 05:12 PM
Form Started By: Matilde Faz		Started On: 11/10/2008 10:45 AM
	Final Approval Date: 11/14/2008	

Martha Salazar

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, October 03, 2012 5:29 PM
To: 'Ray Eufracio'
Cc: 'darlene betancourt'; 'Linda Fong'; 'Arcy Duran '; 'Matilde Faz'; 'Tanya.Delira'; 'Monica Hinojosa'
Subject: RE: GT Distributors-Double Shipped Order
Importance: High

I will look into the situation as it relates to PO increases on non-ordered "doubles". My e-mail was intended for this one incident only given this particular set of circumstances. In addition, if you can provide me information as to this suspicious practice by GT, I will inform Buy Board of the situation by their awarded vendor. I will ask the department to proceed with placement of the invoices on CC for action as the products were kept and used.

Thanks,
Marty

PS I will await your information.

From: Ray Eufracio [mailto:ray.eufracio@auditor.co.hidalgo.tx.us]
Sent: Wednesday, October 03, 2012 5:16 PM
To: 'Martha Salazar'
Cc: 'Linda Fong'; 'Arcy Duran '; 'darlene betancourt'; monica.badillo@co.hidalgo.tx.us
Subject: RE: GT Distributors-Double Shipped Order

I do not agree. I have been informed that this practice is used when goods are received for which you have not authorized the purchase. I do not believe this is proper as it appears to circumvent the statutory requirement.

In addition, it appears that this vendor has sent "double orders" to other departments expecting them to keep the goods that were not ordered. As a result the vendor is now canceling our account for non-payment of outstanding invoices for the "double orders".

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, October 03, 2012 4:52 PM
To: 'Ray Eufracio'
Cc: 'Linda Fong'; 'Arcy Duran '; 'darlene betancourt'; monica.badillo@co.hidalgo.tx.us
Subject: RE: GT Distributors-Double Shipped Order
Importance: High

Mr. Eufracio:

I have read the explanation provided by Ms. Monica Hinojosa in connection with the double shipped order. I am recommending that inasmuch as the situation appears to be a series of unfortunate inadvertent oversights, that the department be permitted to submit a purchase order increase to resolve the matter. Please advise if you will agree and accept this option as a solution.

Yours truly,
Marty Salazar

From: Ray Eufracio [mailto:ray.eufracio@auditor.co.hidalgo.tx.us]
Sent: Wednesday, October 03, 2012 10:06 AM
To: 'Martha L. Salazar'
Subject: FW: GT Distributors-Double Shipped Order
Importance: High

12/10/2012

Requisition

Req # 00216520

PO # 675497

Date: 05/21/12

Bill To: x
x

Vendor: 77402

G.T. DISTRIBUTORS, INC.
P. O. BOX 16080
AUSTIN TX 78761-6080

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78539

Contact: Sulema Cavazos
956-318-2656

Contract No: BUYBOARD 363-10

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 363-10		
		DO NOT DUPLICATE ORDER		
3.00	EACH	CO 511-71049-019-XL (511 Performance Polo Black XL) <i>20092</i>	28.19	84.57
2.00	EACH	CO 511-71049-019-L (Performance Polo Black Large) <i>20092</i>	28.19	56.38
3.00	EACH	CO 511-74273-120-38-30 (511 Tactlite Pro Pants Coyote W-38 L-30) <i>34034</i>	35.24	105.72
1.00	EACH	CO 511-74273-019-38-30 (511 Tactile Pro Pants Black W-38 L-30) <i>34034</i>	35.24	35.24
		Account No	Encumbrance	
		2-1100-422-10-300-001-0-605	281.91	
			Freight	.00
			Total	281.91
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7238		
<i>Buyboard 363-10</i> <i>Comm. Code Expenditure as of 05/21/12</i> <i>work clothes 20092 → 2,692.81</i> <i>Fire Protection Clothing 34034 → expenditure</i> <i>Deloitte 05/31/13</i>				

Authorized By: _____

AI-36161

13. D.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Martha L. Salazar

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval for pay application #1 as submitted by Herrera & Hunt:

1. Requesting approval of Change Order #1 to PO #682617 from \$15,878.55 with a quantative decrease of \$1,258.56 as outlined on attached documents for a final total in the amount of \$14,619.99;

2. Acceptance and approval of request for pay application #1 in the amount of \$14,619.99 as submitted by Herrera & Hunt Inc. in connection with the "Rodriquez Street Curb & Gutter" Project #2012-261-OGG amid PO#682617 with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor and for authority for Hidalgo County Judge Ramon Garcia to sign pertinent documentation to C/O.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-122-067-0-731

FUNDS AVAILABLE Y/N?: YES

MATCHING FUNDS Y/N?: NO

BUDGETARY IMPACT:

Project is 100% Complete.

Attachments

pay app #1 backup

Form Review

Inbox
Purchasing Department
Auditor's Office

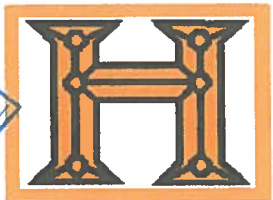
Reviewed By
Marty Salazar
Angela Garcia

Date
01/04/2013 05:20 PM
01/04/2013 05:30 PM
Started On: 01/04/2013 10:48 AM

Form Started By: Oscar Garza

Final Approval Date: 01/04/2013

PAID
DEC 20 2012
154



HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516
JOB ORDER CONTRACTING SPECIALISTS



PAYMENT APPLICATION #: 1

CLIENT: HIDALGO COUNTY
ADDRESS: 2802 S Bus 281, Edinburg, TX

DATE: November 14, 2012
PO #: 682617

af:

PROJECT NAME: Rodriguez Street Project-Curb & Gutter 1,916.12 L.F., Lopezville Park
ADDRESS: Lopezville/San Juan, TX

CONTACT: Commissioner Palacios

PHONE: _____

ORIGINAL CONTRACT AMOUNT:

AD \$ 15,878.55

ADJUSTMENTS +/-:

Decrease from 2,080 LF to
1,916.12 LF

+/- \$ -1,258.56

+/-

\$

+/-

\$

+/-

\$

ADJUSTED CONTRACT AMOUNT

\$

14,619.99

LESS CONTRACT RETAINAGE: 0 %

-

\$

AMOUNT ELIGIBLE FOR CONSTRUCTION DISTRIBUTION

\$

14,619.99

WORK COMPLETE TO DATE

100%

\$

14,619.99

\$

\$

\$

\$

\$

TOTAL WORK COMPLETE TO DATE

\$

14,619.99

LESS PREVIOUS PAYMENTS

#: _____ \$ _____

#: _____ \$ _____

#: _____ \$ _____

#: _____ \$ _____

#: _____ \$ _____

-

\$

PAYMENT APPLICATION REQUEST AMOUNT

\$

14,619.99

HERRERA & HUNT, INC.

HIDALGO COUNTY

Dillon Hunt 12/17/12

SIGNATURE

DATE

SIGNATURE

DATE

**HIDALGO COUNTY
PURCHASING**

CONTRACT CHANGE ORDER REQUEST

DEPARTMENT

HIDALGO COUNTY PRECINCT NO. 2
300 W.HALL ACRES, SUITE "G"
PHARR, TX 78577

DATE: December 17, 2012

CHANGE ORDER NO.

(1)

CONTRACTOR/FIRM
HERRERA AND HUNT , INC
PO BOX 49
ALAMO, TX 78516

PROJECT/NAME/ACCT. NO.

2012-261- OGG

Rodriguez Street Project-Curb & Gutter

Phone #: 956-330-5566

You are hereby requested to comply with the following changes from the contract plans and specifications:
Quantitative Adjustments to Rodriguez Street Curb & Gutter from requested 2080 LF to 1916 L.F.

☒	Final Quantitative Adjustments
☐	Unit Prices
☐	Quantitative Addition

☒	Quantitative Deletion
☐	Time Extension
☐	Other

Reasons:

Project only required 1916 L. F. from Original requested on proposal of 2080 L.F. Quantative Deletion to
PO #682815 in the amount of \$1,258.56

Contract price prior to change order \$ 15,878.55

Net Increase/Decrease of this Change Order \$ 1,258.56

Contract Price with Change Order \$ 14,619.99

Increase/Decrease in time _____ No Impact _____ days.


DEPARTMENT HEAD 10/19/12 DATE


CONTRACTOR 1/4/13 DATE

**HIDALGO COUNTY
PURCHASING**

CONTRACT CHANGE ORDER REQUEST

December 17, 2012

(IF APPLICABLE)

PROJECT ENGINEER - ARCHITECT

DATE

(FOR PURCHASING DEPARTMENT USE ONLY)

☐

Scope Increase

☐

Quantitative Addition/Deletion

☒

Scope Decrease

☒

Final Quantitative Adjustment

☐☐

Other

☐☒

Approved

☐

Disapproved

SIGNATURE: _____

DATE: _____

RAMON GARCIA, HIDALGO COUNTY JUDGE

APPROVED

AI-34722

Purchasing Department 18. C. 2.

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Martha L. Salazar

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to award the best valued proposal from job order contractor, Herrera & Hunt (awarded JOC through HCDE-Choice Facility Partners) in the amount of \$15,878.55 for the installation of Curb & Gutter to Rodriquez St. in Lopezville in Pct. #2 as reviewed and approved by project Engineer Mr Raul Sesin. Project #2012-261-OGG

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-122-067-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available through Requisition#224736 in the amount of \$15,878.55 as of 10/15/12 for Herrera & Hunt, Inc.

Attachments

Price Verifications

Rodriquez St. Pct. #2

Form Review

Inbox
Purchasing Department
Auditor's Office

Reviewed By
Marty Salazar
Angela Garcia

Date
10/12/2012 04:31 PM
10/12/2012 05:07 PM
Started On: 10/11/2012 05:02 PM

Form Started By: Oscar Garza

Final Approval Date: 10/12/2012



Purchase Order
COUNTY OF HIDALGO

PO#: 682617

DATE: 10/17/12

Page No 1 of 1

VENDOR: 347666 REQ:00224736

FAX (956) 233-5836 Email:

Phone: (956) 459-1696

HERRERA & HUNT, INC

1837 CISCO DRIVE

MOS FRESNOS TX 78566

Vendor Asst:

BUYER:

SHIP TO: HIDALGO CO. PCT 2

300 WEST HALL ACRES, SUITE 3

PHARR TX 78577

CONTACT:

SITE: COMMISSIONER, PRECINCT 2

Contract No: HCDE 09/040JC-07

Special Instructions:

REQ. #0527

VENDOR NOTES

1. DO NOT ADD TO OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE
2. AN EXEMPTION ON THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE
3. THIS ORDER IS A SO PLACED F.O.B. DESTINATION. VENDOR MUST REPLY ALL SHIPPING COSTS
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED BUT 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

FILE
COPY

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		HCDE 09/040JC-07		
		RODRIGUEZ STREET PROJECT (MINNESOTA-LOPEZVILLE PARK)		
1 EACH		CO INSTALLATION OF CURB & GUTTER FOR RODRIGUEZ STREET PROJECT	15,567.31	15,567.31
1 EACH		CO PERMIT & FEES INSTALLATION OF CURB & GUTTER FOR ROAD PROJECT	311.34	311.34
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		15,878.65
		***** For Hidalgo County use only N-1205-431-00-122-067-0-731		15,878.65
		Approved		

Authorized by:

Martina L. Salazar

AI-36107

13. E.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Sergio Cruz, BUDGET &
MANAGEMENT

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Acceptance and approval of the following invoice for "On Call Services for MPO and HCRMA Representation" contract #C-11-054-04-12:

Vendor	Invoice Date/Invoice #	Amount
L&G Engineering	12-31-12 / 11324340	\$6,982.68

BACKGROUND

Attachments

december invoice

Form Review

Inbox
Purchasing Department
Auditor's Office

Reviewed By
Marty Salazar
Angela Garcia

Date
01/04/2013 05:18 PM
01/04/2013 05:30 PM
Started On: 01/03/2013 10:39 AM

Form Started By: Angela Garcia

Final Approval Date: 01/04/2013



January 3, 2013

Hidalgo County
Budget Office
Attn: Sergio Cruz
2818 S. Bus. Hwy 281
Edinburg, TX 78539

RE: PROGRESS REPORT

**On-call Services for the HCMPO and HCRMA and Traffic Studies –
Work Authorization No. 1 Contract #C-11-054-04-12**

Dear Judge Garcia and County Commissioners,

Attached is our invoice for the month of December 2012. This invoice covers the basic fee associated for attending Hidalgo County Metropolitan Planning Organization (HCMPO) technical and policy meetings, and the Hidalgo County Regional Mobility Authority (HCRMA) meeting.

The following tasks were accomplished this month.

- November 27, 2012 – Jacinto Garza P.E. and Anthony Garza reviewed the HCMPO TAC agenda and packet. Anthony Garza attended the meeting(s) and the sign in sheet is attached.
- December 5, 2012 – Jacinto Garza P.E. and Anthony Garza reviewed the HCRMA meeting Finance Committee agenda. Anthony Garza attended the meeting and the sign in sheets are attached.
- December 13, 2012 – Jacinto Garza P.E. and Anthony Garza reviewed the HCMPO Policy Committee agenda and packet, provided recommendations and information to Commissioners Court. Anthony Garza attended the meeting, the sign in sheet and a copy of the report and recommendations provided to the court are attached.
- December 18, 2012 – Jacinto Garza P.E. and Anthony Garza reviewed the HCRMA meeting agenda. Anthony Garza attended the meeting and the narrative report provided to the court regarding the events at the meeting and the sign in sheet are attached.

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO / President
Attachments

2 JAN 2 PM '88

BUDGET OF 1980

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324340
INVOICE DATE: 12/31/12

BILL TO:

Hidalgo County
100 E. Cano
Edinburg, TX 78539

JOB: 110101

HCMPO - On Call Eng Services
Contract#C-11-054-04-12
2818 S. Bus Hwy 281
Edinburg, TX 78539

Engineering services for the month of December 2012.

HCMPO POLICY MTG

December 2012	1.00 mtg	2327.560 / mtg	<u>2,327.56</u>

HCMPO POLICY MTG TOTAL:			<u>2,327.56</u>

HCMPO TECH MEETING

December 2012	1.00 mtg	2327.560 / mtg	<u>2,327.56</u>

HCMPO TECH MEETING TOTAL:			<u>2,327.56</u>

HCRMA STATUS & PROG

December 2012	1.00 mtg	2327.560 / mtg	<u>2,327.56</u>

HCRMA STATUS & PROG TOTAL:			<u>2,327.56</u>

TOTAL			<u>6,982.68</u>


Project Manager's Signature

AGENDA

*Hidalgo County Metropolitan Planning Organization
Technical Advisory Committee Meeting*

**HCMPO Conference Room
510 South Pleasantview Drive
Weslaco, TX.**

**Tuesday, November 27, 2012
@ 1:30 P.M.**

1) Roll Call		Chairman
2) Approval of Minutes of: ➤ October 2, 2012	(ACTION ITEM)	MPO Staff
3) Cost Over-Run Project(s) (If Needed)	(ACTION ITEM)	TxDOT
4) Discussion & Approval to begin Public Involvement 2013-2016 TIP Amendment #3 & 2010-2035 MTP Amendment #10	(ACTION ITEM)	MPO Staff
5) Discussion & Approval to Release the CMP RFP	(ACTION ITEM)	MPO Staff
6) Discussion & Approval of FY2012 APER	(ACTION ITEM)	MPO Staff
7) Discussion of Thoroughfare Plan	(DISCUSSION ITEM)	MPO Staff
8) Monthly Letting Update	(DISCUSSION ITEM)	TxDOT
9) Staff Report	(UPDATE / DISCUSSION / ACTION ITEM)	MPO Staff
A. Calendar: December 2012 & January 2013		
• Discussion of Border to Border Conf.		
B. Legislative / RTAP Update		
C. HCMPO Budget Report		
D. HCMPO Project Update		
E. Director's Update		
10) HCRMA Update	(UPDATE)	HCRMA
11) Valley Metro	(UPDATE)	VALLEY METRO
12) Metro	(UPDATE)	METRO
13) Hidalgo County Commuter Rail District	(UPDATE)	HCCRD
14) Old or New Business	(UPDATE / DISCUSSION / ACTION ITEM)	Chairman
15) Adjournment		

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION

Technical Advisory Committee Meeting – Tuesday, November 27, 2012

HCMPO Conference Room

Weslaco, TX.

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Joe A. Califa	4 Mission L + G Eng.	585-1909		
2.	Anthony Garza	L + G / HC			
3.	Maribel Contreras	Valley Metro	969-5761		mcontreras@hgvdottransit.org
4.	Michael Estrada	City of Brown	404-3314		
5.	Oscar Cuellar Jr.	Penitas	240-1106		
6.	Juan R. Lopez	Edinburg	279-1302		
7.	Erick Davila	HCRMA Damubau Eng.	662-3677		erick.davila@damubau.com
8.	John B. B.	HCCRD			
9.	Jeremy Santos	McAllen			
10.	Ricardo Rodriguez	Alton	632-4760		
11.	D. J. Lopez	Coalamo	787-0006		
12.	Homer Bazzan	TxDOT	702-6214		homer.bazzan@txdot.gov
13.					
14.					
15.					

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

NOTICE OF AND AGENDA FOR A FINANCE COMMITTEE MEETING TO BE HELD BY THE BOARD OF DIRECTORS

DATE: WEDNESDAY, DECEMBER 5, 2012
TIME: 4:00 PM
PLACE: PHARR CITY HALL, 3rd FLOOR
FD TRAINING ROOM
118 SOUTH CAGE BOULEVARD
PHARR, TEXAS 78577

PRESIDING: JOE OLIVAREZ, CHAIRMAN-FINANCE COMMITTEE

CALL TO ORDER

AGENDA

1. Live demonstration of e-Bulder Software
2. Live Demonstration of ProjectWise Software
3. Review of proposed Fiscal Year 2013 Budget

ADJOURNMENT

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Director's Finance Committee is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Web Page (www.hcrma.net) and on the bulletin board in the Hidalgo County Court House (100 North Clossner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 30th day of November, 2012 at 12:00 pm and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Flor E. Koll
Program Administrator

Note: If you require special accommodations under the Americans with Disabilities Act, please contact Flor E. Koll at 956-402-6742 at least 24 hours before the meeting.



FINANCE COMMITTEE MEETING
WEDNESDAY, DECEMBER 5, 2012 4:00 PM
PHARR CITY HALL
118 S. CAGE BLVD
PHARR, TEXAS

NAME (Please Print)	ENTITY/ORGANIZATION	PHONE	EMAIL
1 Anthony Garcia	Lt6		
2 Eric Davis	Dunbar		
3 GEORGE RAMON	" "	607-8728	
4 Nora Chavez	Stifel Nicolas		
5 Lizzeth Gamboa	Stifel Nicolas		
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AGENDA

Hidalgo County Metropolitan Planning Organization

Transportation Policy Committee Meeting

HCMPO Conference Room

510 South Pleasantview Drive

December 13, 2012

@ 5:30 PM

TAB I	ROLL CALL		
TAB II	CITIZEN'S INPUT		
TAB III	PRESENTATIONS / ACTION / DISCUSSION ITEM(S)		
	A. Approval of Minutes	(ACTION ITEM)	CHAIRMAN
	➤ October 2, 2012		
	B. Discussion & Approval of Release of Spring 2013 CMP RFP	(ACTION ITEM)	MPO STAFF
	C. Discussion & Approval of FY2012 APER	(ACTION ITEM)	MPO STAFF
	D. Discussion & Approval of Resolution of Co-Designation of US 83 & US 77	(ACTION ITEM)	MPO STAFF
	E. Discussion of 2013-2016 TIP Amendment #3 & 2010-2035 MTP Amendment #10	(DISCUSSION ITEM)	MPO STAFF
	F. Monthly Letting Update	(UPDATE ITEM)	TxDOT
TAB IV	STAFF REPORT	(UPDATE / DISCUSSION / ACTION ITEM)	MPO STAFF
	A. Calendar: December 2012 & January 2013		
	➤ Discussion of Border to Border Transportation Conference		
	B. Legislative / RTAP Update		
	C. HCMPO Budget Report		
	D. HCMPO Project Update		
	E. Director's Update (Move January TPC Meeting)		
TAB V	OFF SYSTEM REPORT	(UPDATE)	PROJECT ENGINEERS
TAB VI	TxDOT CONSTRUCTION REPORT	(UPDATE)	TxDOT
TAB VII	HIDALGO COUNTY RMA	(UPDATE)	HCRMA
TAB VIII	HIDALGO COUNTY COMMUTER RAIL DISTRICT	(UPDATE)	HCCRD
TAB IX	VALLEY METRO	(UPDATE)	VALLEY METRO
TAB X	METRO	(UPDATE)	METRO
TAB XI	OLD OR NEW BUSINESS	(UPDATE / DISCUSSION / ACTION ITEM)	CHAIRMAN
TAB XII	ADJOURNMENT		



L&G Engineering

Transportation Consultants

MEMO

To: Hidalgo Co. Comm. Pct. #3, Joe Flores

From: Jacinto Garza, P.E.

Date: December 10, 2012

RE: Hidalgo County Metropolitan Planning Organization (HCMPO) Policy Committee Meeting,
December 13, 2012 at 5:30 p.m. – Action Items and Recommendations

Desk Of: Anthony Garza

As your Technical Representative for the Hidalgo County MPO, attached for your use and information, is the Policy Committee Meeting Agenda and Packet made available on December 6, 2012 for the upcoming meeting to be held on Thursday, December 13, 2012 at 5:30 p.m. If you have any questions regarding these items or projects within your precinct contact your Technical Representative Mr. Anthony Garza at (956) 565-9813.

We have reviewed the agenda items that are to be discussed and we would like to advise you that the following item(s) require your attention. We are therefore giving you our recommendations.

TAB III PRESENTATIONS / ACTION / DISCUSSION ITEM(S)

B. Discussion & Approval of Release of Spring 2013 CMP RFP (**ACTION ITEM**) MPO STAFF

TECHNICAL INFORMATION:

The MPO is preparing to release the Request for Proposal for the bi-annual Congestion Management Plan (CMP). This study has been a useful tool in identifying congested roadways and intersections. This data has provided the MPO the ability to appropriate Operational Improvements funds more efficiently. Additionally, past CMP data allows the MPO to identify improvements in traffic flow as a result of a completed roadway project.

RECCOMENDATION:

It is our recommendation that the board approve the item as presented.

C. Discussion & Approval of FY2012 APER (**ACTION ITEM**) MPO STAFF

TECHNICAL INFORMATION:

The above item references the HCMPO Annual Performance and Expenditure Report (APER). This annual report is provided to TxDOT and FHWA that summarizes the expenditures of the HCMPO over the previous fiscal year

RECCOMENDATION:

It is our recommendation to approve the APER as presented.

D. Discussion & Approval of Resolution of Co-Designation of US 83 & US 77 **(ACTION ITEM)** MPO STAFF

TECHNICAL INFORMATION:

In the preceding months TxDOT and many entities in the South Texas have worked towards receiving an interstate designation on US 281, US 77, and US 83. This item relates to resolutions in support of these designations occurring in the coming months. The resolutions are attached.

RECCOMENDATION:

It is our recommendation that these resolutions of support be approved as presented.

TxDOT has also asked that the TPC consider approval of two (2) Resolutions supporting the designation of US77 and US281 as part of the Interstate 69 system as well as a Resolution supporting US83 being co-designated as part of the Interstate system as a connector to US77 and US281. These Resolutions were unanimously approved by TAC for consideration and adoption by TPC.

E. Discussion of 2013-2016 TIP Amendment #3 & 2010-2035 MTP Amendment #10 **(DISCUSSION ITEM)** MPO STAFF

TECHNICAL INFORMATION:

In the preceding 6-8 months bids received on TxDOT projects have been 30% to 50% higher than the engineer's estimates for each individual project. This prompted the HCMPO and TxDOT to request updates to the construction cost estimates for all the projects on the TIP and MTP. These revised costs were incorporated into the projects on the MTP and created a \$42 million dollar negative balance in the MTP.

The federal government requires the TIP and MTP to be "balanced or "fiscally constrained" by the end of the calendar year. Every effort was made to not disturb projects that are in development (engineering/environmental/ROW) or have Advanced Funding Agreements in place with TxDOT. This resulted in the following changes being made to the TIP/MTP:

- Owassa, HC-106, moved from 2014 to 2018
- La Homa, HC-48b, moved from 2014 to 2015
- La Joya, Relief Route, HC-60c, moved from 2015 to 2022
- 10th street, HC-79, moved from 2016 to 2017
- FM 676, HC-117b, moved from 2019 to 2023
- FM 907, HC-119, moved from 2020 to 2023
- Dicker Rd. was placed in 2023.
- SH 336, HC-249a, moved from 2014 to 2015
- Liberty Road, HC-284a, moved from 2017 to 2020

TxDOT has committed to working with local entities to let projects as they become ready. This means that if a project listed in later years of the MTP and becomes "shovel ready" and has environmental clearance and ROW in place it will be let ahead of schedule. As you can see, the Technical Committee and staff have had to make very challenging decisions with regards to projects and funding availability. The current DRAFT MTP dated December 3, 2012 is attached for your use.

REMINDER: This presentation of the MTP is for discussion only and will be formally voted on at the January 2013 Policy meeting.

Hidalgo County MPO
Transportation Policy Committee Meeting
December 13, 2012

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Oscar Cuellar Jr	Panitas P.O. Box 204	956 581-3345	956 581-3346	oscarpanitas@yahoo.com
2.	Julia C. Amador				
3.	TOM LOGAN	LRCVPC Valley Metro			tlogan@lrgvpctransit.org
4.	RAMIRO J. RODRIGUEZ	PALMHURST - city	956-330-6888		vrd@city501a.com
5.	Jim Edgley	HCCRD			
6.	Gerardo Tafolla	WRLC-10	956 968-3181		jerrytafolla10@gmail.com
7.	JUAN CEDILLO	Edcouch	2622140		
8.	Pete DeLaCruz	Edcouch	988-0665		pete.edcouch@aol.com
9.	Michelle Leftwich	Mercedes	565-3114		mleftwich@cityofmercedes.net
10.	Raymond G. Amador	Transit Authority	702-6272		
11.	Ed Taylor	Meridian			
12.	Anthony Lopez	L+L VHC			
13.	Guillermo Remirez	City of Hidalgo	615-3423		menomex@hotmail.com
14.	Jose Elizalde	Tecot			
15.	Juan R. Lopez	Edinburg	279-1302		

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

NOTICE OF AND AGENDA FOR A WORKSHOP AND REGULAR MEETING TO BE HELD BY THE BOARD OF DIRECTORS

DATE: TUESDAY, DECEMBER 18, 2012
TIME: 5:30 PM
PLACE: DONNA HOUSING AUTHORITY
1711 STITES ROAD
DONNA, TEXAS 78537

PRESIDING: DENNIS BURLESON, CHAIRMAN

CALL TO ORDER FOR WORKSHOP

1. Review of Traffic & Revenue Study for SH 365 and IBTC Projects

ADJOURNMENT OF WORKSHOP

CALL TO ORDER FOR REGULAR MEETING

PUBLIC COMMENT

1. REPORTS

- A. Update on SH 365 Project – Louis Jones, Program Manager

2. **CONSENT AGENDA** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately. The Governing Body may also elect to go into Executive Session on any item, whether or not such item(s) are posted as an Executive Session Item, at any time during the meeting when authorized by provisions of the Open Meeting Act.)*

- A. Approval of Minutes for Regular Meeting held November 21, 2012.
- B. Approval of Project Expense Report for Period from November 14, 2012 to December 11, 2012
- C. Approval of Financial Report for October 2012

3. REGULAR AGENDA

- A. Resolution 2012-43 – Adoption of Fiscal Year 2013 Budget

4. CHAIRMAN'S REPORT

- A. Report on Texas Transportation Commission Meeting held on December 13, 2012, in Austin, Texas
- B. Report on Alliance for I69 Texas Meeting held on December 14, 2012, in Austin, Texas
- C. Report on Texas Transportation Forum Meeting to be held on February 17-19, 2013, in Austin, Texas

5. TABLED ITEMS

- A. None

6. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION OF REAL PROPERTY), AND SECTION 551.074 (PERSONNEL MATTERS)

- A. Consultation with Board Attorney and Financial Advisor on legal issues pertaining to financial options, including current obligations (Section 551.071 T.G.C.)
- B. Consultation with Board Attorney regarding legal issues pertaining to the scope of the proposed South Texas Class I Rail Project (Section 551.071 T.G.C.)

ADJOURNMENT OF REGULAR MEETING

PUBLIC COMMENT POLICY

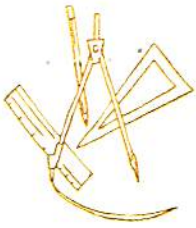
Public Comment Policy: "At the beginning of each HCRMA meeting, the HCRMA will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. All individuals desiring to address the HCRMA must be signed up to do so, prior to the open comment period. The purpose of this comment period is to provide the public an opportunity to address issues or topics that are under the jurisdiction of the HCRMA. For issues or topics which are not otherwise part of the posted agenda for the meeting, HCRMA members may direct staff to investigate the issue or topic further. No action or discussion shall be taken on issues or topics which are not part of the posted agenda for the meeting. Members of the public may be recognized on posted agenda items deemed appropriate by the Chairman as these items are considered, and the same time limitations (3 minutes) applies."

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page (www.hcrma.net) and the bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 13th day of December, 2012 at 12:00 pm and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Flor E. Koll
Program Administrator

Note: If you require special accommodations under the Americans with Disabilities Act, please contact Flor E. Koll at 956-402-4762 at least 24 hours before the meeting.



December 21, 2012

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

**RE: Hidalgo County Regional Mobility Authority (HCRMA) Meeting,
December 18, 2012 at 5:30 P.M. – Progress Report**

Dear Commissioner Palacios:

As your Technical Representative for the Hidalgo County MPO, we provide you with a monthly HCRMA update. Attached for your use and information is the HCRMA Meeting Agenda(s) for the meeting held on Tuesday December 18, 2012 at 5:30 P.M. We have reviewed the agenda items that were discussed as they relate to Hidalgo County and have provided the following progress report.

CALL TO ORDER FOR WORKSHOP

1. Review of Traffic & Revenue Study and Finance Plan for SH 365 and IBTC Projects

Representatives from C&M, the Traffic and Revenue consultant, provided a presentation regarding the latest traffic projections for projects being developed by the RMA. The most recent Traffic and Revenue (T&R) study completed in December 2012 has shown a significant drop, approximately 60%, in projected traffic from the study completed by the RMA in 2010.

The traffic consultant attributed the majority of this drop to the following factors:

- No truck restrictions on the existing roadway network.
 - The 2010 study included the expectation that local municipalities would restrict trucks from utilizing existing roadways after the construction of the toll way.
- The large drop in passenger car border crossings since 2009
- The construction of the Anzalduas Highway
- The violence in Mexico

According to C&M no single factor was entirely responsible for the decline in traffic projections; the cumulative effect was larger than the sum of the individual factors.

1. REPORTS

A. Update on SH 365 Project – Louis Jones, Program Manager

Mr. Louie Jones of Dannenbaum Engineering, the Program Manager (PM), provided an update on the status of HCRMA projects to the board. Currently the Environmental classification letter for the SH 365 project is being reviewed by TxDOT ENV in Austin. The HCRMA anticipates concurrence with the EA determination by FHWA in mid-January.

Mr. Jones and the HCRMA's financial advisor, First Southwest, also reported that despite the large drop in traffic projections provided by C&M the HCRMA has several viable scenarios to continue the development of the SH 365 and IBTC projects to shovel ready status and fund SH 365 through construction in the near future.

3. REGULAR AGENDA

A. Resolution 2012-43 – Adoption of Fiscal Year 2013 Budget

The HCRMA Executive Director, Mr. Pilar Rodriguez, presented the draft 2013 HCRMA budget for adoption. This budget includes funding for a part time Chief Financial Officer and project management software as well as current HCRMA expenses.

This item was approved unanimously.

6. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION OF REAL PROPERTY), AND SECTION 551.074 (PERSONNEL MATTERS)

A. Consultation with Board Attorney and Financial Advisor on legal issues pertaining to financial options, including current obligations (Section 551.071 T.G.C.)

B. Consultation with Board Attorney regarding legal issues pertaining to the scope of the proposed South Texas Class I Rail Project (Section 551.071 T.G.C.)

No action was taken in executive session.

If you have any questions or would like to schedule a meeting to discuss these items or projects within your precinct please contact me, or your Technical Representative, Mr. Anthony Garza at (956) 565-9813.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jacinto Garza', with a stylized flourish at the end.

Jacinto Garza, P.E.
CEO / President



PLANNING COMMITTEE MEETING
TUESDAY, DECEMBER 18, 2012 (4:30 PM)
DONNA HOUSING AUTHORITY

1711 STITES
DONNA, TEXAS

NAME (Please Print)	ENTITY/ORGANIZATION	PHONE	EMAIL
1 Anthony Garcia	Lt		
2 Eric Vardola	Donna Housing		
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BOARD OF DIRECTORS MEETING
TUESDAY, DECEMBER 18, 2012
DONNA HOUSING AUTHORITY

1711 STITES
DONNA, TEXAS

NAME (Please Print)	ENTITY/ORGANIZATION	PHONE	EMAIL
1 Anthony Garcia	LH		
2 Jim Barnes	OWLS		
3 Troy Madres	FSW		
4 Richard Ramirez	FSW		
5 Josue Garcia, Jr.	City of Donna		
6 Sonia Gallegos	City of Donna		
7 Norma Y. Garza	TxDOT		
8 Juan M. Castillo	DOS LAM Surveying		
9 Phillip Pawelek	S&B Infrastructure	956-926-5004	
10 Gunnar Ybarra	DOS Logistics	956-998-9398	
11 Reza Badroseni	L&G Engineer		
12 Kelly Villanueva	Hidalgo Co. Judge	956-3182600	
13 Carlos Contreras	C&M	972-522-9373	ccontreras@candm-associates.com
14 Sam Bohluli	C&M	214-245-5300	sbohluli@candm-associates.com
15 Luis Jimenez	Donna Housing	832-771-9909	Lou...@Donna.org
16 OSCAR Ramirez	City of Donna, TX	956-464-3314	oramirez@CityofDonna.org
17 MICHAEL LEU	Hidalgo County Jailer	956-715-2600	
18 JEREMY SANTOS	CITY OF McALLEN	956-681-1150	jsantos@mcallen.net
19 RAMON RAMIREZ II	COM of McALLEN	956-691-7150	RAMON@MCALLEN.NET
20			
21			
22			

AI-36051

13. F.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the second (2nd) and Final extension options as provided in the current contract with: TRI-COUNTY COMMUNICAITONS, LTD. for: "Repairs, Installation & Removal, Communication & Radio Tower Miscellaneous Equipment" (on an as needed basis) for Hidalgo County Sheriff's Office, under the same rates, terms and conditions, expiring 01/10/14.

BACKGROUND

Extension-Tri County Communications-E-12-043-01-10 (C-11-023-01-11)

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 3-1100-421-00-280-001-0-432

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 1-7-13 \$182,524"

Attachments

Extension-Tri County Comm Ltd-HCSO

Form Review

Inbox
Purchasing Department
Auditor's Office

Reviewed By
Marty Salazar
Angela Garcia

Date
01/04/2013 05:18 PM
01/04/2013 05:30 PM
Started On: 12/28/2012 03:17 PM

Form Started By: Letty Saenz

Final Approval Date: 01/04/2013



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

December 27, 2012

Vickie Wilt, Operations Manager.
Tri County Communications, Ltd.
1421 East Pike Blvd.
Weslaco, TX 78596
Tel: (956) 447-8440

Via Email vwilt@tri-countycom.com
Via Facsimile: (956) 447-0622

Re: Extension/Renewal for Contract No. (E-12-043-01-10) C-11-023-01-11 -"Repairs, Installation & Removal, Communication & Radio Tower Miscellaneous Equipment" (on an as needed basis)-Hidalgo County Sheriff's Office

Dear Ms. Wilt:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **(SECOND 2ND & FINAL)** of the additional **TWO (2) ONE (1) YEAR** periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____

Vickie Wilt, Operations Manager

Date: _____

12/28/12

*Additionally, we are requesting your company to provide an **"Updated Certificate of Insurance"** as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).*

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

Sincerely, _____

Leticia H. Saenz, CPRB/Contracts Manager
Hidalgo County Purchasing Department

xc: file



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2012

PRODUCER THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078 (972) 562-7455	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 Tri-County Communications, Ltd. 1421 E. Pike Street Weslaco TX 78596-	<table border="1"><tr><th>INSURERS AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: SCOTTSDALE INSURANCE CO</td><td></td></tr><tr><td>INSURER B: AMERICAN HALLMARK INSURANCE</td><td></td></tr><tr><td>INSURER C: EMPLOYER'S COMP</td><td></td></tr><tr><td>INSURER D: GREAT AMERICAN</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: SCOTTSDALE INSURANCE CO		INSURER B: AMERICAN HALLMARK INSURANCE		INSURER C: EMPLOYER'S COMP		INSURER D: GREAT AMERICAN		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: SCOTTSDALE INSURANCE CO													
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INSURER D: GREAT AMERICAN													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC	R-CPS1493288	12/13/2012	12/13/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	44CL470034-01	06/08/2012	06/08/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C	EXCESS / UMBRELLA LIABILITY ☒ OCCUR ☒ CLAIMS MADE DEDUCTIBLE RETENTION \$ 10,000	44CU471009-01	06/08/2012	06/08/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N ☐	ECA3719364	01/01/2012	01/01/2013	WC STATU-TORY LIMITS ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER TOWER & EQUIPMENT	R-IMP174294409	12/16/2012	12/16/2013	TOWER & EQUIPMENT 1,769,000 DEDUCTIBLE 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
COUNTY OF HIDALGO IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

AI 100170

HIDALGO COUNTY ATTN: MARTHA SALAZAR CPPB PURCHASING AGENT 2812 SOUTH HWY BUS 281 EDINBURG TX 78539-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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



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

December 27, 2011

E-12-043-01-10

Claude Copeland, General Manager
Vicky Wilt, Office Manager
Tri County Communications, Ltd.
1421 East Pike Blvd.
Weslaco, TX 78596
Tel: (956) 447-8440

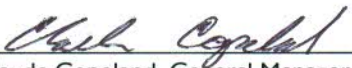
Via Email ccopland@tri-countycom.com
Via Email vwilt@tri-countycom.com
Via Facsimile: (956) 447-0622

Re: Extension/Renewal for Contract No. C-11-023-01-11 -"Repairs, Installation & Removal, Communication & Radio Tower Miscellaneous Equipment" (on an as needed basis)-Hidalgo County Sheriff's Office

Dear Mr. Copeland:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **FIRST (1ST)** of the additional **TWO (2) ONE (1) YEAR** periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By:


Claude Copeland, General Manager

Date: 12/29/11

Additionally, we are requesting your company to provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

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

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/09/2012

PRODUCER THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078 (972) 562-7455	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Tri-County Communications, Ltd. Rio Vision, Inc. 1421 E. Pike Street Weslaco TX 78596-	INSURER A: SCOTTSDALE INSURANCE CO	
	INSURER B: AMERICAN HALLMARK INSURANCE	
	INSURER C: EMPLOYER'S COMP	
	INSURER D: GREAT AMERICAN	
	INSURER E:	

COVERAGES

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INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	INSRD	GENERAL LIABILITY	CPS1493288	12/13/2011	12/13/2012	EACH OCCURRENCE \$ 2,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 100,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY	44CL470034-00	06/08/2011	06/08/2012	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				AUTO ONLY - EA ACCIDENT \$
		☒ NON-OWNED AUTOS				OTHER THAN EA ACC AGG \$
		GARAGE LIABILITY				
		☐ ANY AUTO				
		EXCESS / UMBRELLA LIABILITY				
		☐ OCCUR ☐ CLAIMS MADE				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	EPIC3090380-12	01/01/2012	01/01/2013	WC STATUTORY LIMITS ☒ OTHER
		E.L. EACH ACCIDENT \$ 1,000,000				
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		OTHER	IMP174294409	12/16/2011	12/16/2012	TOWER S & EQUIPMENT 1,769
		TOWER & EQUIPMENT				DEDUCTIBLE 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES.

CERTIFICATE HOLDER

CANCELLATION

AI 103771

HIDALGO COUNTY ATTN: PURCHASING DEPT. 2812 S. HIGHWAY BUS. 281 EDINBURG TX 78539-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 

APPROVED**AI-30366****CC REGULAR****Meeting****Date:**

01/10/2012

Submitted For: Martha L Salazar**Submitted By:** Letty Saenz, PURCHASING
DEPT.**Department:** PURCHASING DEPT.InformationCAPTION

✓ Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year periods as provided in the current contract for: "Repairs, Installation & Removal, Communication & Radio Tower Miscellaneous Equipment" (on an as needed basis) for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with: TRI-COUNTY COMMUNICATIONS.

BACKGROUND

Letter of Extension-Tri County Communications
Current Contract #C-11-023-01-11

Fiscal Impact**FISCAL YEAR:** 2012**ACCT. #:** 2-1100-421-00-280-001-0-432**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available funds in 2012 budget are \$200,500.00.

FISCAL YEAR: 2012**ACCT. #:** 2-1100-423-21-280-002-0-432**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available funds in 2012 budget are \$77,000.00.

Attachments

Current Contract#C-11-023-01-11-Tri County Comm Ltd-HCSO

Extension Letter & Insurance

1/11/11 Agenda Request

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/28/2011 05:18 PM
Budget & Management	Merlen P. Munoz	12/29/2011 08:11 AM
Perla Lopez	Perla Lopez	12/29/2011 01:39 PM
Auditor's Office	Angela Garcia	12/29/2011 04:59 PM
Form Started By: Letty Saenz		Started On: 12/28/2011 04:37 PM
	Final Approval Date: 12/29/2011	



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
January 10, 2012
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a **SPECIAL MEETING** of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Prayer**
4. **Approval of Consent Agenda**
5. **Open Forum**
6. **Executive Officer - Valde Guerra:**
 - A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."
 2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"
7. **County Courts at Law:**
 - A. **AI-30354** County Court At Law #1:
Requesting approval to reimburse Cynthia Cavazos for the payments of court interpreter license renewal fee and fingerprinting service fee in the amounts of \$210.00 and \$44.20 respectively.
8. **Tax Office - Armando Barrera:**
 - A. **AI-30369** 1. Approval to transfer auto allowance in the amount of \$750.00 from vacant slot no. 0049 to slot no. 085 and pay allowance to employee no. 128058, effective next full pay period (01/16/2012).
2. Approval of salary schedule.
9. **Health & Human Services Department - Eddie Olivarez**
 - A. Discussion and/or action, including but not limited to Indigent Health Care Program and/or Expenditures

Pedro and Gloria Rodriguez	89.00
Pedro Rodriguez, Jr.	89.00
Daniel R. Saenz	89.00
Juan A. Sanchez	89.00
Juan A. Longoria	89.00
Ruben Rodriguez	89.00
Adrian Pena	89.00
Total	\$712.00

13.**Purchasing Department - Marty Salazar:****Notes:**

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

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

A. Hidalgo County**1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"****2. Presentation for discussion, consideration and action**

Including, but not limited to, the following items in connection with New Adult Detention Center:

- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

- a) Renovations of administration building
- b) Other ongoing county owned building construction, renovation repair projects
- c) Emergency situations occurring since last agenda meeting

4. AI-30348 Approval and acceptance of a "loyalty rewards" rebate check to Hidalgo County (as a valued customer) in the amount of \$ 30,171.81 from Staples.**5. AI-30361 a. Acceptance and approval of Interlocal Agreement between Hidalgo County (County) and Hidalgo County Drainage District No. 1 (HCDD1) for consulting services to be provided by Brian Godinez d/b/a Godinez Communications with the County's Contract #C-11-117-08-02 pursuant to Commissioners Court approval of Work Authorization No.1 with reimbursement to the County by**

fiber optic line not relocated by utility company, with authority for County Judge to execute document.

C. Pct. 4

- 1. AI-30362** Pct. #4's Drainage Improvement Project (DIP) titled J-09 Project #2011-298-11-30-OGG Disposition of Soil and pursuant to Texas Local Government Code, Chapter 263.152 (a) (3), requesting Commissioners Court to ...'order the property otherwise disposed...' inasmuch as CC undertook to sell said property under 263.152(a)(1)...'sealed competitive bids' and was unable to do so because no bids were received for the fill dirt/loose materials from Drainage Improvement Project aka J-09 located on North Monte Cristo Rd. between Wallace and Bryan Rd in Pct. #4.

D. Sheriff's Office

- 1. AI-30336** a. Authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard's awarded vendor, Philpott Motors-Contract No. 358-10, Two (2) New 2011 or Newer Ford Expeditions equipped for a combined total of \$78,565.00.00 which includes \$400.00 buy-board pricing and delivery fees for -Project #2012-036-OGG; or in the alternative,
- b. Authority to advertise sealed competitive procurement for the purchase of: Two (2) 2012 or newer Ford Expeditions to include options as described on attached specifications or equivalent.

APPROVED

- 2. AI-30366**  Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year periods as provided in the current contract for: "Repairs, Installation & Removal, Communication & Radio Tower Miscellaneous Equipment" (on an as needed basis) for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with: TRI-COUNTY COMMUNICATIONS.

- 14. Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A.** Real Estate Acquisition
- B.** Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
- C.** Pending and/or potential litigation
- D. AI-30352** Claim of Sonia Limas
- E. AI-30408** CL-11-3847-A; Daniel Marichalar v. County of Hidalgo

- 15. Open Session:**

- A.** Real Estate Acquisition and appropriation for same
- B.** Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-023-01-11

THIS CONTRACT is made and entered into this 11th day of **January, 2011** by and between the **County of Hidalgo, Texas** ("County"), and **Tri-County Communications, LTD.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Repairs, Installation & Removal, Communication & Radio Tower Miscellaneous Equipment"** (on an as needed basis) (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

I. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within Hidalgo County following a request for Services by the **Hidalgo County Sheriff's Office** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **January 11, 2011** and expiring on **January 10, 2012** and may be extended at the sole discretion of the County for an **additional two (2) one (1) year terms** under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses,

qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has

no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company:	Tri-County Communications, LTD Attn: Claude Copeland, General Manager 1421 E. Pike Blvd Weslaco, Texas 78596

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 1st day of January, 2011.

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

By: [Signature]
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: [Signature]
Ramon Garcia, County Judge

[Signature]
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on [Signature]

COMPANY:

TRI-COUNTY COMMUNICATIONS LTD

By: [Signature]

Printed Name: CLAUDE COPELAND

Title: GENERAL MANAGER

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB)
CHECKLIST**

HIDALGO COUNTY SHERIFF'S OFFICE

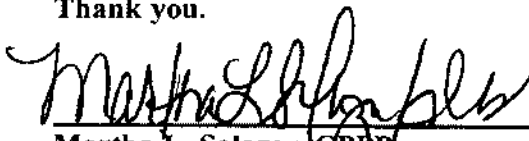
**"Repairs, Installation and Removal of Communication and Radio Tower
Miscellaneous Equipment"**

Bid No: 2011-023-01-05-ERT

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 4 pages.
4. Exhibit "B" Bid Page consisting of 2 pages.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application, consisting of 2 pages.
8. W-9 form, consisting of 4 pages.
9. Certification Regarding Debarment consist of 1 page.
11. Draft Service Contract, consisting of 8 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.


Martha L. Salazar, CPFB
Purchasing Agent

December 20, 2010
Date



PURCHASING DEPARTMENT
County Of Hidalgo

December 20, 2010

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids –“Repairs, Installation and Removal of Communication and Radio
Tower Miscellaneous Equipment”
Bid No: 2011-023-01-05-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

A handwritten signature in black ink, appearing to read "Martha E. Salazar", is written over the typed name.

Martha E. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

Bid No: 2011-023	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

“REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS EQUIPMENT”

BID OPENING DATE:

JANUARY 5, 2011

Contact Person:

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

LEGAL NOTICE

BID NO: 2011-023-01-05-ERT

1. Sealed bids will be received for HIDALGO COUNTY SHERIFF'S OFFICE - "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS EQUIPMENT" in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: BID-2011-023-01-05-ERT HIDALGO COUNTY SHERIFF'S OFFICE - "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS EQUIPMENT" and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., WEDNESDAY, JANUARY 5, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-023-01-05-ERT RFB-HIDALGO COUNTY SHERIFF'S OFFICE - "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS EQUIPMENT". Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject

all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha

L. Salazar, Purchasing Agent before delivery will be accepted.

If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE - "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
Attn: Monica Hinojosa
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17. Schedule of Events

Bid Opening, 9:30 AM	<u>JANUARY 5, 2011</u>
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work,

the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY SHERIFF'S OFFICE
"REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO
TOWER MISCELLANEOUS EQUIPMENT"
BID NO.: 2011-023-01-05-ERT

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE- "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT" RFB NO: 2011-023-01-05-ERT

SPECIFICATIONS

Project Overview:

The Hidalgo County Sheriff's Office is seeking to contract with a qualified bidder to conduct all "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT" on an "As Needed Basis" including, but not limited to, the following:

Specifications, Requirements, Terms & Conditions

1. The bid contract will be for communication & radio tower miscellaneous equipment that is currently installed in, or will be installed in the communication department or tower sites. This bid contract will include but is not limited to the following; programming of frequency and software, repairs, installation and removal to base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment.
2. Vendor shall have been in business (in this field) for a minimum of five (5) years.
3. A list of a minimum of five (5) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid. Information should include, but not limited to the following:
 - a) Company
 - b) contact person
 - c) phone number
 - d) work preformed
 - e) Contract term
4. Vendors submitting bid will use only certified service technicians in performing installations, repairs and removals.
5. Vendors submitting bid will be able to refurbish and/or repair any and all none working radios, and miscellaneous equipment unless equipment is beyond repair.
6. Vendors submitting bid will have ample space to store property being removed and/or installed and the ability to track and document the storage of property.
7. Vendors submitting bid will have the proposed facility insured for loss's resulting in theft, fire, employee negligence or hazardous weather conditions.
8. Vendors submitting bid must have a service facility to be able to complete work specified located in Hidalgo County.

9. Vendors submitting bid must guarantee work performed.
10. Vendors submitting bid must be able to conduct installations repairs and removals at the Sheriff's Office or tower sites on an emergency basis. If the vendor will charge for a service call for this request, the vendor must include the cost of that service call.
11. Vendors submitting bid are welcome to make arrangements with the Purchasing Department set up an appointment to examine the equipment.
12. For all prices for repairs, removals, installations and programming shall include consideration for time and labor.
13. Hourly rate will commence upon arrival at tower site location as requested by Hidalgo County.
14. The contract shall be for an initial period of one (1) year with County's option to renew for two (2) additional, one (1) year terms, under the same rates, terms and conditions.
15. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.
16. Hidalgo County reserves the right to hold the bids for a period of ninety (90) days without taking any action.
17. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
18. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities Or technicalities, or to accept the bid considered the best and most advantage to the County.
19. HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.
20. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services from the next low bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
21. 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.

22. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

Evaluation of bids: All bids shall be evaluated on all factors including but not limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

PART I - REPAIRS

The Hidalgo County Sheriff's Office has installed in the Communication Department the following equipment:

1). Base Radio Council:

- A. Gaitronics councils ICP9000
- B. Motorola command plus councils

Note: Any and all new radios council acquired by the Sheriff's Office will be honored.

2). Radio Tower Equipment (offsite or on-site):

- A. Motorola repeater
- B. Midland repeater
- C. Macom repeater

Note: Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3). Miscellaneous Equipment:

- A. Headsets
- B. Microphones

4). Portable Radio / mobile radios:

- A. Motorola (any and all models)
- B. Vertex (any and all models)

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day-to-day basis depending on new product lines available. The above list is to let you know what type of equipment you may be repairing and not to limit the scope of repairs to these items only. The repairs will be for anything installed that is considered communication equipment. (ex. Base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment).

PART II - REMOVAL AND INSTALLATION DESCRIPTION

1). Base Radio Council :

- A.. Gaitronics councils ICP9000
- B. Motorola command plus councils

Note: Any and all new radios council acquired by the Sheriff's Office will be honored.

2). Radio Tower Equipment (offsite or on-site):

- A. Motorola repeater
- B. Midland repeater
- C. Macom repeater

Note: Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3). Miscellaneous Equipment:

- A. Headsets
- B. Microphones

4). Portable Radios:

- A. Motorola (any and all models)
- B. Vertex (any and all models)

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day-to-day basis depending on new product lines available. The above list is to let you know what type of equipment you may be removing and installing and is not to limit the scope of removal and installation to these items only. The removal and installation will be for anything that is considered communication equipment. (ex. BASE RADIO CONSOLES, TOWER SITE REPEATERS OR EQUIPMENT, PORTABLE RADIOS, OR SPECIALTY SURVEILLANCE EQUIPMENT).

Additional information:

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.

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, December 29, 2010 at 5:00 p.m. at eric.trevino@co.hidalgo.tx.us. Responses to said inquiries will be sent to all applicants via facsimile by no later than December 31, 2010 at 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2011-023-01-05-ERT

BID PAGE

PART I - REPAIRS

Repairs should be for an hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price (**Reference to Exhibit "A" Specifications**).

NOTE: Hourly rate will commence upon arrival at tower site location as requested by Hidalgo County.

HOURLY RATES:

A. Normal Business Hours _____ A.M. to _____ P.M. (**please fill in time**)

1. Technician \$ _____ Per Hour

B. After Hours, Weekends & Holidays _____ to _____ (**please fill in time**)

1. Technician \$ _____ Per Hour

C. Mark Up (%) Rate for Parts: _____

PLEASE STATE ALL WARRANTIES: _____

PART II - REMOVAL AND INSTALLATION DESCRIPTION

Removal and installation should be for an hourly / time rate. Any and all additional fees should be included in bid price (**Reference to Exhibit "A" Specifications**).

HOURLY RATES:

A. Normal Business Hours _____ A.M. to _____ P.M. (**please fill in time**)

1. Technician \$ _____ Per Hour

B. After Hours, Weekends & Holidays _____ to _____ (**please fill in time**)

1. Technician \$ _____ Per Hour

C. Mark Up (%) Rate For Parts: _____

PLEASE STATE ALL WARRANTIES: _____

VENDOR / COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

CELLULAR & PAGER NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

EXHIBIT "C"

Insurance Requirements

Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/02/08

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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)	COVERAGE	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE OCCUR ☐ OWNER'S & COM. PROT ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT ☐ LOC				EACH OCCURRENCE BODILY DAMAGE (Any one & e) MED (Any one person) PERSONAL AND ADV INJURY TOTAL AGGREGATE PRODUCTS - COMP/OP	\$ \$ \$ \$ \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	\$ \$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS: ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	\$ \$ \$ \$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- • will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- • will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- • have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

**HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application**

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us**

Company Name:		Telephone No. ()	
dba Name:			
Legal Name:			
Mailing Address :		Fax No. ()	
Physical Address:			
City, State, Zip		Tax I.D. No.	
Remit to Address :		City, State, Zip	
E-Mail Address:			
Representative(s) Name(s) & Title(s)			
Type of Organization (check one): ☐ Individual ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ LLC ☐ Sole Proprietor ☐ Other, Specify			
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.			
State of Incorporation: _____		Date: _____ Other: _____	
Type of Business (check one): ☐ Manufacturer ☐ Wholesaler ☐ Retailer ☐ Broker ☐ Distributor ☐ Service Organization ☐ Other, Specify			
<u>Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:</u>			
<u>Small and/or Disadvantaged Business Information (check application criteria)</u>			
<u>Small Business:</u>		<u>Disadvantaged Business (At Least 51% Ownership)</u>	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American	
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women	
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other	
☐ More than 500,000 annual gross receipt			
Have you been certified as a HUB or an MBE/WBE source?:		☐ Yes	☐ No
Indicate Certification No.(s): _____		or are Certificate(s) attached?: ☐ Yes ☐ No	
What type of product(s) is/are solicited by your company?:			
Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No			
<u>To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____</u>			
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____			

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____ %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

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

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, 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

¹List 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.

²Circle the minor's name and furnish the minor's SSN.

³You 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.

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID with BID TABULATION SHEET

Bid
For

HIDALGO COUNTY SHERIFF'S OFFICE
"REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO
TOWER MISCELLANEOUS EQUIPMENT"
BID NO.: 2011-023-01-05-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 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,

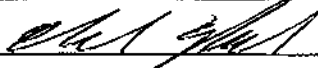
Bidder: Tri-County Communications LTD
Address: 1421 E Pike Blvd Weslaco, Tx 78596
By: 
Printed Name: Claude Copeland
Title: General Manager

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2011-023-01-05-ERT

BID PAGE

PART I - REPAIRS

Repairs should be for an hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price (Reference to Exhibit "A" Specifications).

NOTE: Hourly rate will commence upon arrival at tower site location as requested by Hidalgo County.

HOURLY RATES:

A. Normal Business Hours 8 A.M. to 5 P.M. (please fill in time)

1. Technician \$ 57.50 Per Hour

B. After Hours, Weekends & Holidays 5pm to 8am (please fill in time)

1. Technician \$ 86.25 Per Hour

C. Mark Up (%) Rate for Parts: 15%

PLEASE STATE ALL WARRANTIES: 90 days - Parts/Equipment/Repairs

PART II - REMOVAL AND INSTALLATION DESCRIPTION

Removal and installation should be for an hourly / time rate. Any and all additional fees should be included in bid price (Reference to Exhibit "A" Specifications).

HOURLY RATES:

A. Normal Business Hours 8 A.M. to 5 P.M. (please fill in time)

1. Technician \$ 57.50 Per Hour

B. After Hours, Weekends & Holidays 5pm to 8am (please fill in time)

1. Technician \$ 86.25 Per Hour

C. Mark Up (%) Rate For Parts: 15%

PLEASE STATE ALL WARRANTIES: 90 days - Removals/Installs

VENDOR / COMPANY NAME: Tri-County Communications LTD

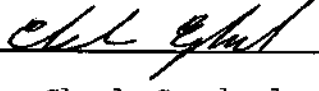
ADDRESS: 1421 E Pike Blvd

CITY/STATE/ZIP CODE: Weslaco, Texas 78596

PHONE NUMBER: 956-447-8440

CELLULAR & PAGER NUMBERS: 956-227-0205 956-491-3936

FAX NUMBER: 956-447-0622

AUTHORIZED SIGNATURE: 

PRINTED NAME: Claude Copeland

TITLE: General Manager

DATE: 01/04/2011

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION GRID

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

BID OPENING DATE: January 5, 2010

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "Repairs, Installation and Removal of Communication and Radio Tower Miscellaneous Equipment"

BID NO: 2011-023-01-05-ERT

BUYER: ERIC TREVINO

Name of participant	Name of participant	Name of participant
Tri-County Communications LTD	South Texas Communication	Preferred Tank and Tower
Part I Repairs: <u>(a) 8am-5pm - \$57.50 per hour</u> <u>(b) 5pm-8am - \$86.25 per hour</u> <u>(c) 15% mark up % rate for parts</u> <u>Please state all warranties: 90 day warranty</u>	Part I Repairs: (a) 8am-5pm - \$60 per hour (b) Any hours which are not normal business hours - \$90 per hour (c) 15% mark up % rate for parts Please state all warranties: 60 day warranty	Part I Repairs: (a) NO BID (b) NO BID (c) NO BID Please state all warranties: NO BID
Part II Removal and Installation Description: <u>(a) 8am-5pm - \$57.50 per hour</u> <u>(b) 5pm-8am - \$86.25 per hour</u> <u>(c) 15% mark up % rate for parts</u> <u>Please state all warranties: 90 day warranty</u>	Part II Removal and Installation Description: (a) 8am-5pm - \$60 per hour (b) Any hours which are not normal business hours - \$90 per hour (c) 15% mark up % rate for parts Please state all warranties:	Part II Removal and Installation Description: (a) 7am-4pm - \$100 per hour (b) 5pm-7am - \$150 per hour (c) 30% mark up % rate for parts Please state all warranties:

EXHIBIT "C"
INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2011PRODUCER
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

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
Tri-County Communications, Ltd.
1421 E. Pike Street
Weslaco TX 78596-

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: SCOTTSDALE INSURANCE CO

INSURER B: PROGRESSIVE COUNTY MUTUAL

INSURER C: EMPLOYER'S COMP

INSURER D: GREAT AMERICAN

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR	CPS1287111	12/13/2010	12/13/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 100,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	05834805-3	06/23/2010	06/23/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under SPECIAL PROVISIONS below	EPIC3090380-11	01/01/2011	01/01/2012	WC STATU- TORY LIMITS ☒ OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER TOWER & EQUIPMENT	IMP174294408	12/16/2010	12/16/2011	TOWER & EQUIPMENT 1,155,000 DEDUCTIBLE 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES.

CERTIFICATE HOLDER

CANCELLATION

AI 105172

HIDALGO COUNTY
ATTN: PURCHASING DEPT
2812 S.HIGHWAY BUS 281
EDINBURG

TX 78539-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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

HI-24722 CC-1-11-11

SUMMARY OF INSURANCE: VEHICLE INFORMATION				DATE	01/10/2011
PRODUCER		APPLICANT NAME AND MAILING ADDRESS			CLIENT ID
THE KLEMENT AGENCY P.O. BOX 820 PROSPER (972) 562-7456		Tri-County Communications, Ltd. 1421 E. Pike Street Westlaco (956) 447-8440			100967
TX 75078		TX 75096			
		POLICY 05834805-3			07/13/2010 to 08/23/2011
YEAR	MAKE AND MODEL	VEHICLE IDENTIFICATION NUMBER	CLASS	ACTUAL CASH VALUE	
2000	DODGE VAN	2B4GP44G8YR762211			
2006	FORD EXPEDITION	1FMPU15686LA14857			
1995	FORD PICKUP	1FTEX15N6SKB61584			
2006	FORD EXPEDITION	1FMPU17636LA90737			
THIS DOCUMENT OUTLINES THE GENERAL COVERAGES PRESENTED AND IN NO WAY CHANGES OR AFFECTS THE INSURANCE UNDER ANY POLICY ACTUALLY ISSUED. ALL PROTECTION IS SUBJECT TO ACTUAL POLICY CONDITIONS AND EXCLUSIONS.					

January 11, 2011

2010-381-11-24-MSS	Eldora Road Street and Drainage Improvements
2010-382-11-24-MSS	Tower Road Phase 1 Road and Drainage Improvements

approved 2. **AI-24708** Consideration and action on a recommendation by project engineer Raul E. Segin, P.E., Hidalgo County Planning Department, to award to the lowest bidder meeting all specifications: Mission Paving Co., Inc. for Base Bid-\$285,312.10 for Bid No. 2010-363-11-24-MSS -Hidalgo County Precinct No. 2 -"Tower Road Phase 2 -Road and Drainage Improvements".

approved 3. **AI-24725** Accept and approve final negotiated "On-Call" professional appraisal services agreement on an as needed basis with Leonel Garza Jr. & Associates LLC for, "Various Projects" for Precinct No. 2 as ranked/approved for negotiations on CC 12/30/10.

approved 4. **AI-24716** a. Approval of Change Order No 2 an increase of \$58,831.30.00 and additional 44 days to the contract with D. Wilson Construction Co. (Contract #C-09-037-11-17) for the Construction of the New Pct 2 Administration & Other County Offices Complex" in connection with all labor, equipment and materials for the work described including, but not limited to, change requests and other items;
b. Approval and/or ratification (whichever is applicable) of Architect's Supplemental Instructions No 15 (funded from the Allowances/Contingency) in the amount of \$52,979.70, to contractor D. Wilson Construction Co., in connection with the "Construction of New Pct 2 Administration & Other County Offices Complex"-C-09-037C-11-17.

D. Pct. 3

approved 1. **AI-24679** Requesting approval of Change Order No. 1 for the deletion of four (4) Luminary Systems and addition of pole stabilization with slurry concrete as needed to address possible water table problems for the "Purchase and Installation of Solar Powered Lights for Pct. 3 Parks", an Energy Efficiency and Conservation Block Grant (EECBG) project, awarded to Facility Solutions Group through the County's participation/membership with Buy Board with authority for County Judge or Court Member to execute document.

E. Sheriff's Office

approved 1. **AI-24722** Recommending award of bid and approval of contract to lowest bidder "Tri-County Communications Ltd" meeting all specifications and and/or requirements as attached hereto for: Hidalgo County Sheriff's Office - "Repairs, Installation and Removal of Communication and Radio Tower Miscellaneous Equipment" Bid No. 2011-023-01-05-ERT.

F. Co. Wide

NTR 1. **HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-**
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

26. Adjourn

AI-24627**15.F.**

**Fire Marshal's-Extension/Renewal-C-09-069-12-20-Tri-County
Communications Ltd-Spectrum Lease for VHF Frequency Paging Channels
CC CONSENT**

Date: 01/11/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval of the additional six (6) month period extension/renewal as provided in current Spectrum Lease Contract# C-09-069-12-20 for the puposes of: "VHF Frequency Paging Channels" for the Hidalgo County Fire Marshal's Office, under the same rates, terms and conditions with: TRI-COUNTY COMMUNICATIONS, LTD.-(effective 01/20/11 - 07/19/11)

BACKGROUND

Letter of Extension/Renewal Acknowledgment by Tri-County Communications, Ltd.
Spectrum Lease Contract #C-09-069-12-20

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-422-10-300-001-0-532
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
available balance of \$14,500.00 as of 1/6/11.

Attachments

Link: [Extension/Renewal-Acknowledgment by Tri County Comm Ltd-Spectrum Lease](#)
Link: [Contract Document-Spectrum Lease-C-09-069-12-20](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/05/2011 12:38 PM	APRV
2	Budget & Management	Erika Zamora	01/05/2011 01:41 PM	APRV
3	Roland Garcia	Rolando Garcia	01/06/2011 09:09 AM	APRV
4	Auditor's Office		01/07/2011 05:36 PM	NEW

Form Started By: Letty Saenz Started On: 01/04/2011 10:49 AM
Final Approval Date: 01/07/2011

AI-36000

13. G.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requestin approval of payment for Inv# 12-504 in the amount of (\$2,500.00), submitted by Rio Delta Surveying, contracted surveyor for the purposes of "Miscellaneous Right of Way Acquisition Projects" (Project: FM 2812, La Jarita, Sandy Ridge) in connection to Contract# C-08-167-07-08 (WA#4) (PO #685206);
2. Requesting approval of payment for Inv# 8083 (Pmt Request #3 & Final) in the amount of (\$4,280.00) submitted by Quintanilla, Headley & Associates, Inc. contracted engineering firm for the purposes of "on-call" Paved/Unpaved Projects within Hidalgo County Precinct #4 for PROJECT: (Cibolo Road from U.S. 281 west (3,000.0 feet); (2) Mile 11 North Road from Mon Mack Road to Big 5 Road (1,100.0 feet); (3) Sharp Road from Curve Road to Curry Road (2,000.0 feet); (4) Rogers Road from Alamo Road west (1,300.0 feet); (5) Ingle Road between Seminary Road and U.S. 281). in connection to Contract #C-10-072A-03-30 (WA#4) (PO #647787).

BACKGROUND

Inv# 12-504 (Rio Delta Surveying)

Inv# 8083-Quintanilla, Headley & Associates

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-124-007-0-339

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-124-007-0-731

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Inv# 12-504-Rio Delta Surveying-C-08-167-07-08

Inv# 8083-QHA-C-10-072A-03-30

Form Review

Inbox
Purchasing Department
Auditor's Office

Reviewed By
Marty Salazar
Angela Garcia

Date
01/04/2013 05:18 PM
01/04/2013 05:30 PM
Started On: 12/27/2012 04:08 PM

Form Started By: Letty Saenz

Final Approval Date: 01/04/2013



County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: DECEMBER 19, 2012
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV.: 12-504, CONTRACT #C-08-167-07-08

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #12-504 IN THE AMOUNT OF \$2,500.00 FOR RIO DELTA SURVEYING BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #685206,
ACCOUNT: **2-1200-431-00-124-007-0-339**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR 
ACCOUNTS PAYABLE SPECIALIST III

CC: COUNTY FILES
ATTACHMENTS: Inv. # 12-504



Rio Delta Surveying

24593 FM 88, Monte Alto, Texas 78538

www.riodeltasurveying.com

Invoice #

12-504

Invoice

Bill To

Hidalgo County Pct# 4
1051 N. Doolittle Rd.
Edinburg TX 78542

Date

Project No.

Terms

12/18/2012

RIO09-009

Due on receipt

Description

Amount

For Professional Surveying Services for Existing Roadways
(See attached drawings).

2,500.00

The Scope of the projects are as follows:

Provide Boundary Survey; Provide a Plat showing the Right of Way to be acquired; Provide metes and bounds descriptions; and stake out and mark all boundary corners

HIDALGO COUNTY PCT.#4
RECEIVED
BY
DEC 18 2012

INVOICE RECEIVED BY:

on 12-18-12

GOODS/SERVICES RECEIVED BY:

on 12-18-12

2 -1200431-00-124-007-0-339
Pct. # 1807
Pur. Req. # 227661
P.O. # 685206

EDINBURG, TEXAS 78542

Please remit to above address.

Subtotal \$2,500.00

Sales Tax (6.25%) \$0.00

Total \$2,500.00

Payments/Credits \$0.00

Balance Due \$2,500.00

Now Accepting Credit Cards:

Visa

MasterCard

American Express

Phone: (956) 380-5154; Fax: (956) 380-5156

RIO-DELTA SURVEYING
24593 FM 88
Monte Alto, Texas 78538
956-380-5154 956-380-5156 fax

December 14, 2012

The Honorable Joseph Palacios
Hidalgo County Precinct No. 4
Edinburg, Texas 78540

Re: Surveying Existing Roadways (FM 2812, La Jarita, Sandy Ridge)
C-08-167-07-08

Dear Commissioner Palacios:

As per Section 6.2 Final Payment – this is to inform you that all amounts due for materials and services over which we have control of have been paid.

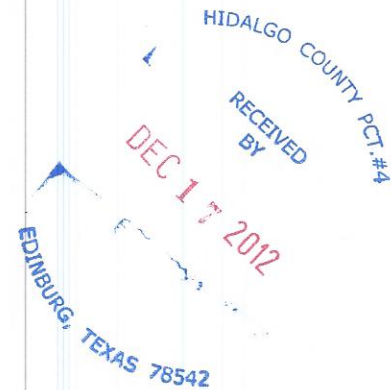
If you should have any questions or need any additional information, please contact our office at 380-5154

Sincerely

Rio Delta Surveying



Mario Gonzalez, RPLS
President





County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: DECEMBER 20, 2012
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV.: 8083, CONTRACT #C-10-072A-03-30

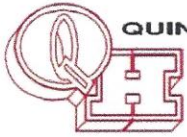
HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #8083 IN THE AMOUNT OF \$4,280.00 FOR QUINTANILLA, HEADLEY AND ASSOCIATES, INC. BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #647787,
ACCOUNT: **2-1200-431-00-124-007-0-731**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR 
ACCOUNTS PAYABLE SPECIALIST III

CC: COUNTY FILES
ATTACHMENTS: Inv. # 8083



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00

124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527

DATE	INVOICE No.
12/19/2012	8083

BILL TO

Hidalgo County Precinct No. 4
Rumaldo Muñoz, Jr.
1051 N. Doolittle Road
Edinburg, Texas 78542

INVOICE RECEIVED BY:

[Signature] on 12-20-12
GOODS/SERVICES RECEIVED BY:
[Signature] on 12-20-12

2-1200-431-00-124-007-0-731
Pct. # 1312
Pur. Req. # 183863
P.O. # 647787 HAB



DESCRIPTION OF SERVICES

AMOUNT

PROJECT: PAVED/UNPAVED COUNTY ROADS
CONTRACT #: C-10-072A-03-30
WORK AUTHORIZATION No. 4
PURCHASE ORDER #: 647787

4,280.00

- 1) CIBOLO RD FROM US 281 WEST (3,000.0 FEET)
- 2) MILE 11 NORTH RD FROM MON MACK RD TO BIG 5 RD (1,100.0 FEET)
- 3) SHARP RD FROM CURVE RD TO CURRY RD (2,000.0 FEET)
- 4) ROGERS RD FROM ALAMO RD WEST (1,300.0 FEET)
- 5) INGLE RD BETWEEN SEMINARY RD AND US HWY 281

ATTACHED AS BUILTS FOR: CIBOLO RD FROM US 281 WEST (3,000.0 FEET) AND INGLE ROAD.

PAYMENT REQUEST No. 3 AND FINAL
CONTRACT AMOUNT: \$76,550.00
AMOUNT EARNED: \$76,550.00
PREVIUOS PAYMENT: \$72,270.00
AMOUNT DUE: \$4,280.00

0.00

PAYMENT IS
EXPECTED WITHIN 30
DAYS FROM INVOICE
DATE UNLESS
OTHERWISE
SPECIFIED IN
CONTRACT.

\$4,280.00

**AFFIDAVIT AND WAIVER OF LIEN
PRIME CONTRACTOR**

STATE OF Texas

COUNTY OF Hidalgo

HIDALGO COUNTY PCT. #4

RECEIVED
BY

DEC 20 2012

EDINBURG, TEXAS 78542

Personally appeared before me, the undersigned Notary Public for Alfonso Quintanilla, President of Quintanilla, Headley & Associates, Inc. (Prime Contractor), who being duly sworn by me states on oath that all product supplies and Subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities incurred in the performance of Engineering Contract for the Hidalgo County Precinct No. 4, Cibolo Road from U.S. 281 west (3,000.0 feet); Mile 11 North Road from Mon Mack Road to Big Road (1,100.0 feet); Sharp Road from Curve Road to Curry RD (2,000.0 feet); Roger Road from Alamo Road West (1,300.0 feet); & Ingle Road between Seminary Road and U.S HWY 281. # C-10-072A-03-30 , Work Authorization # 4, Purchase Order # 647787, have been paid in full and that the above named Prime Contractor waives any claims and release Hidalgo County (Owner) from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for such improvements.

The above named Prime Contractor agrees to indemnify Hidalgo County and save them harmless on account of any loss he/she may sustain in reliance upon the Affidavit and Waiver of Lien including the amount of any lien he/she may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

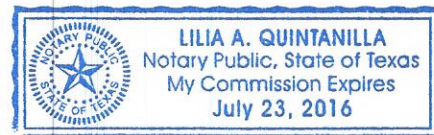
(Prime Contractor)

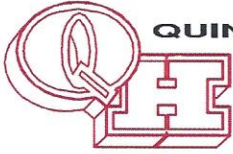
By: _____
Alfonso Quintanilla, P.E.
Title: President
Date: 12-19-12

Sworn to and subscribed before me

This the 19th day of December, 2012.
Lilia A. Quintanilla Notary Public

My Commission Expires July 23, 2016





QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00

Letter of Transmittal

To: Hidalgo County Pct. No. 4
1051 N. Doolittle Rd.
Edinburg, Texas 78539

Date: December 19, 2012
Attention: Rumaldo Muñoz
Re: Engineering Contract #C-10-072A-03-30
Work Authorization No. 4

Description:

- Revised Invoice # 8083 (Payment Request No. 3 and Final)
- Affidavit and Waiver of Lien Prime Contractor
- 2 Sets of As Builts for: Ingle Road from Seminary Road to 1,600 feet east.

Remarks:

Sent By: Lilia for Alfonso Quintanilla, P.E. Delivered By: _____

Received By: _____ Time: _____
Printed Name



Purchase Order

COUNTY OF HIDALGO

PO#: 647787

DATE: 10/26/10

Page No 1 Of 3

VENDOR: 154024

REQ:00183863

Email:

Phone:

QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539

BUYER:

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Vendor Acct:

CONTACT:

SITE: HIDALGO CO. PCT 4
Contract No: C-10-072A-03-30

Special Instructions:

PCT. REQ. #1312

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
1	EACH	DO NOT DUPLICATE ORDER C-10-072A-03-30 EXPIRES 3/22/11; AS PER W/O AUTHORIZATION #4 APPROVED COMMISSIONERS' COURT OF 10/12/2010 UNDER AGENDA ITEM AI-23405 OF CONTRACT #C-10-072A-03-30 PROFESSIONAL ENGINEERING SERVICES FOR ROAD CONSTRUCTION PROJECT AT: CIBOLO ROAD FROM U.S. 281 WEST 3,000.00 L.F. GASB ROAD INFORMATION: RD. ID.#: NO INFORMATION AVAILABLE ON MAP LENGTH: 3,000.00 L.F. WIDTH: 22.00 L.F.	33,700.00	33,700.00
1	EACH	PROFESSIONAL ENGINEERING SERVICES FOR ROAD CONSTRUCTION PROJECT AT: INGLE ROAD BETWEEN SEMINARY RD & US 281, 1,900.00 L.F. GASB ROAD INFORMATION: RD. ID.#: 2387 LENGTH: 1,900.00 L.F. WIDTH: 22.00 L.F.	13,450.00	13,450.00
1	EACH	PROFESSIONAL ENGINEERING SERVICES FOR ROAD CONSTRUCTION PROJECT AT:	7,300.00	7,300.00

Authorized by:

Martina L. Salazar



Purchase Order

COUNTY OF HIDALGO

PO#: 647787

DATE: 10/26/10

Page No 2 Of 3

VENDOR: 154024

REQ:00183863

Email:

Phone:

QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539

BUYER:

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Vendor Acct:

CONTACT:

SITE: HIDALGO CO. PCT 4

Contract No: C-10-072A-03-30

Special Instructions:

PCT. REQ. #1312

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- PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		MILE 11 NORTH ROAD FROM MONMACK RD TO BIG 5 RD., 1,100.00 L.F.		
		GASB ROAD INFORMATION: RD. ID.#: 2498 LENGTH: 1,100.00 L.F. WIDTH: 22.00 L.F.		
1	EACH	PROFESSIONAL ENGINEERING SERVICES FOR ROAD CONSTRUCTION PROJECT AT:	8,600.00	8,600.00
		ROGERS ROAD WEST OF ALAMO ROAD, 1,300.00 L.F.		
		GASB ROAD INFORMATION: RD. ID.#: 2487 LENGTH: 1,300.00 L.F. WIDTH: 22.00 L.F.		
1	EACH	PROFESSIONAL ENGINEERING SERVICES FOR ROAD CONSTRUCTION PROJECT AT:	13,500.00	13,500.00
		SHARP ROAD FROM CURVE RD TO CURRY RD., 2,000.00 L.F.		
		GASB INFORMATION: RD. ID.#: 2373 LENGTH: 2,000.00 L.F. WIDTH: 22.00 L.F.		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

COPY

Authorized by:

Martha L. Salazar



Purchase Order

COUNTY OF HIDALGO

PO#: 647787

DATE: 10/26/10

Page No 3 Of 3

VENDOR: 154024

REQ:00183863

Email:

Phone:

QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539

BUYER:

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1051 N. DOOLITTLE
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Vendor Acct:

CONTACT:

SITE: HIDALGO CO. PCT 4

Contract No: C-10-072A-03-30

Special Instructions:

PCT. REQ. #1312

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5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Total		76,550.00
		***** For Hidalgo County use only 0-1200-431-00-124-007-0-731	76,550.00	
		Approved _____		



Authorized by:

Martha L. Salazar

AI-35917

Purchasing Department 13. H.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Agapito Vargas

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of language on final document titled "Statement of Credentials" to be included in the procurement packet for construction projects to assist Hidalgo County in evaluating bidders/proposers as "responsible" in preparation for bid/proposal awards as other counties and/or cities as approved by cc on 09-25-12.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

no fiscal impact

Attachments

S O C 12.19.12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/04/2013 05:08 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Yvette Islas		Started On: 12/19/2012 01:21 PM
	Final Approval Date: 01/04/2013	

STATEMENT OF CREDENTIALS

- 1. GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: _____

Address: _____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

- 2. EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

- 3. CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

Failure to submit the information as required may result in a disqualification of your bid.

6. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder hereby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

By _____

Title _____

Subscribed and sworn to me this ____ day of _____, 20____.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

AI-35933

13. I.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Martha L. Salazar

Submitted By: Rocio Villarreal, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise the one (1) year extension option as provided under current contract for "Carpentry and Construction Materials & Supplies," under the same rates, terms, and conditions with Matts Building Materials, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-419-40-220-001-0-671

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Extension Letter

Form Review

Inbox
Purchasing Department
Auditor's Office

Reviewed By
Marty Salazar
Angela Garcia

Date
01/04/2013 05:10 PM
01/04/2013 05:30 PM
Started On: 12/19/2012 04:08 PM

Form Started By: Rocio Villarreal

Final Approval Date: 01/04/2013



PURCHASING DEPARTMENT
County Of Hidalgo

Matt's Building Material, Inc.
Danny Smith, President
404 E. Expressway 83
Pharr, Texas 78577

P.O. Box 1663

CERTIFIED MAIL

7099 3220 0002 9744 5078

Via E-mail: mattscorp@aol.com

Via Facsimile: (956) 787-6953

Re: Extension of Agreement-E-12-041-01-10-Carpentry and Construction Materials and Supplies

Dear Mr. Smith:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of December 28, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Wednesday, December 12, 2012, via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By:

Date:

12/12/2012

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

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

Sincerely,

Rocio Villarreal
Contracts Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2012

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 favor of such endorsement(s).

PRODUCER Bert Whisenant Insurance 816 E. Hackberry Mcallen TX 78501		CONTACT NAME: Sylvia Briones PHONE (A/C No, Ext): 956-886-8323 FAX (A/C No): 886-512-2060 E-MAIL ADDRESS: sbriones@bwl-ins.com	
INSURED Mett's Cash & Carry Building Materials, Inc. P. O. Box 1683 Pharr, TX 78557		INSURER(S) AFFORDING COVERAGE INSURER A: Pennsylvania Lumbermens Mutual INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			42-M010-01-12	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			42-M010-02-12	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☒ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB			42-M010-03-12	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB						AGGREGATE \$
	DED RETENTIONS						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEES
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County
 Purchasing Dept.
 2812 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
 B. R. Whisenant

2012 10/12/12 Hilda



PURCHASING DEPARTMENT
County Of Hidalgo

January 10, 2012

Danny Smith, President
Matt's Building Material, Inc.
404 E. Expressway 83
Pharr, Texas 78577
Via fax transmittal (956) 787-6953

Re: E-12-041-01-10-Carpentry and Construction Materias & Supplies for Hidalgo County

Mr. Smith:

The Purchasing Department has reviewed letter received on January 5, 2012 requesting to utilize the escalation clause (as agreed under Exhibit A-Term and Conditions- Market Volatility and Unit Price Adjustments), due to the increase of lumber.

After reviewing escalation clause and all submitted documents necessary to increase the bid price, Hidalgo County, hereby agrees on the increase/decrease bid prices on the lumber materials listed and attached to this letter, with an effective date of **January 10, 2012** to **March 10, 2012**.

Prices shall return to the original contract price at the beginning of the following quarter unless Matt's Building Materials, Inc. 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 requesting a different price increase for the following quarter not to exceed 25% of original bid price.

If you require any further assistance or information regarding this matter please don't hesitate to call me at (956) 318-2626, ext. 4868.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

Cc:
All Members of Commissioners' Court
Ray Eufrazio, CPA, Auditor, Hidalgo County Auditor's Office
All Via Facsimile Transmittal or Hand Delivery

MATT'S BUILDING MATERIALS

404 E. EXPRESSWAY 83/P.O. BOX 1663 PHARR, TX. 78577 PH#(956) 787-5589 FAX# (956) 787-6953

January 5, 2012

To our valued customer,

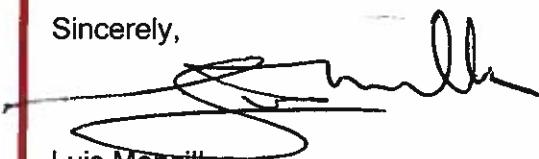
Thank you for your continued business throughout 2011. These have been challenging economic times and we greatly appreciate the support of our customers.

A major challenge we are facing is significant cost increase. Over the past year we have seen an increase in lumber as well as other products. We have absorbed most of these costs over the past year, with no decline in the quality of our products or our service levels. However, with cost continuing to increase, we can not continue to absorb all of the increases.

Therefore, Matt's Building Materials is announcing a price change on Bid # C-215-01-11 Carpentry and Construction Materials and Supplies. The revised price list will be attached to this letter for your review.

We hope this advance notice of the price increase helps you in preparing quotes and bids for our product that may extend in 2012.

Sincerely,



Luis Mancillas
Operation Manager

MATT'S BUILDING MATERIALS

404 E. EXPRESSWAY 83/P.O. BOX 1663 PHARR, TX. 78577 PH#(956) 787-5589 FAX# (956) 787-6953

DATE: 01/05/2012

Hidalgo County Purchasing Department
Rocio Villareal, Contracts Manager
2812 Business Highway 281
Edinburg, Texas 78539

Re: Price Change on Bid C-215-01-11-Carpentry and Construction Materials & Supplies

TEM #	DESCRIPTION	CURRENT PRICE	NEW PRICE
#1	WOOD SHIMES	\$1.69	\$1.99
#6	WOOD GLUE 1GL	\$14.99	\$15.99
#18	STAIN PAINT GALLON	\$22.99	\$24.99
#19	4X8 OSB	\$6.75	\$7.29
#33	¾" BC	\$31.50	\$29.90
	19/32 CDX	\$13.80	\$17.19
	23/32 CDX	\$19.75	\$18.39
#54 BOARDS	2X4X8'	\$1.89	\$1.99
	2X4X10	\$2.70	\$2.89
	2X4X12	\$3.32	\$3.47
	2X4X14	\$3.90	\$4.05
	2X4X16	\$4.41	\$4.63
	PRECUT 92-5/8	\$1.80	\$2.05
	2X10X8	\$5.50	\$5.28
	2X12X8	\$6.80	\$6.99
	TREATED		
	2X4X8	\$2.60	\$2.65
	2X4X12	\$4.55	\$4.45
	2X4X14	\$5.30	\$5.45
	2X4X16	\$6.30	\$6.25
	2X10X8	\$5.50	\$5.28
	2X12X8	\$6.80	\$6.91
#56 ASSORTED BOARDS	2X6	.39CENT LNFT.	.43CENT LNFT
	2X10	.76 CENTS LNFT	.66 CENTS LNFT.
	2X12	.89 CENTS LNFT	.87 CENTS LNFT
#57 4X4 TREATED POST	8'	\$6.49	\$6.45
	10'	\$9.90	\$9.50
	12'	\$12.00	\$10.95
	14'	\$13.50	\$12.75
	16'	\$15.50	\$14.95

***NOTE: PRICES ARE SUBJECT TO CHANGE AFTER 90 DAYS FROM
THIS DAY.***



RANDOM LENGTHS

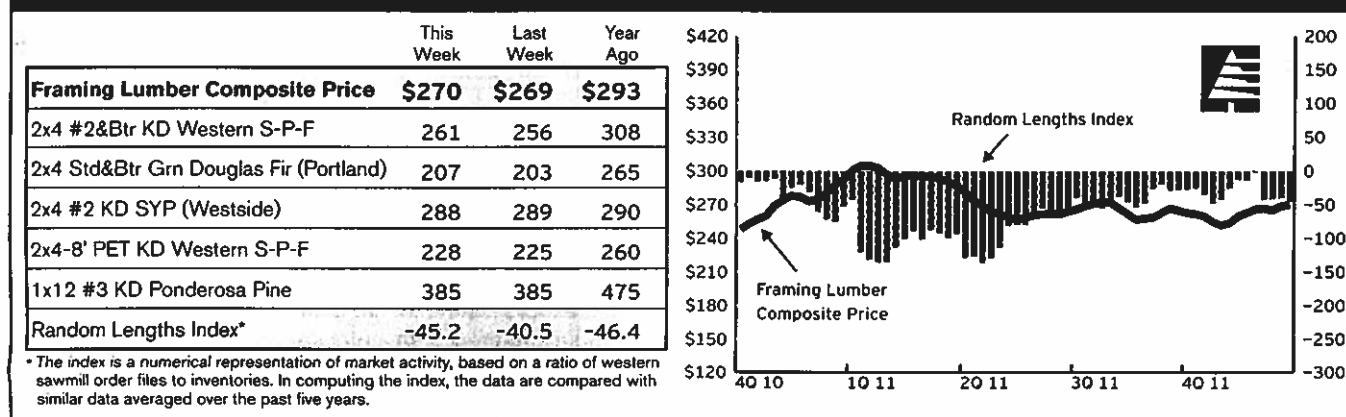
THE WEEKLY REPORT ON NORTH AMERICAN FOREST PRODUCTS MARKETS

December 30, 2011
Vol. 67, Issue 52

Random Lengths is published this week in an 8-page format, which is customary during New Year's week. Midweek will not be published January 3. Our regular format and schedule resume next week with publication of Random Lengths on January 6.

Lumber Market Report

Lumber Market Indicators



Market Overview

Trading in framing lumber remained fairly active for a holiday week in which many traders were in and out of their offices if they were in at all. Mild early winter weather continued to aid consumption, while reduced December output helped to keep lumber pushing steadily through the distribution system. Worries that winter storms could quickly put an end to this flow of business kept speculative moves modest. But conservative buying strategies also fed more frequent inquiries into the market and helped to keep mills in control. Western S-P-F continued to lead the upside trend, followed by western species and Eastern S-P-F. Mill order files often extended into mid-January. Southern Pine

remained a drag compared to the overall market. But concern about year-end inventory taxes eased, and guarantees of new year deliveries prompted more buyers to replenish. Many SYP producers firmed quotes by Thursday. Recent softness in SYP and uneven gains in Canada and the West resulted in some species switching.

Dry Framing Lumber

Southern Pine Mixed reports came from traders who were in their offices. Some producers reported better-than-expected sales, while others wrote the week off due to lack of activity. Buyers said they purchased at discounts early in the week as some mills cleared excesses, but many

ALSC considers design values next week At a scheduled January 5 meeting of the American Lumber Standard Committee, the ALSC will consider the Southern Pine Inspection Bureau's proposed design values changes. Proposed reductions are based on the recent testing of SYP #2 2x4.

THROUGH A KNOTHOLE

But the accreditation agency is also being asked to weigh others' recommendations that it step back from a decision

to allow time for testing of additional grades and sizes, expanded analysis of earlier testing, and consideration that it release industry-wide design values changes at one time.

The Structural Building Component Association has requested an appeal procedure for parties to contest any decisions made January 5.

However, said one southern producer, "You can't vote on design values ... and I don't know how they (grade authorities) can do anything but move forward."

Good Morning Diana Smith @ Matt's Building Materials, Inc. (658) Thursday, January 05, 2012



Current Market Information

***** Decision to Change Current SYP Design Values - Postponed 60**

days [10/20/2011] ***

***** SOUTHERN PINE DESIGN VALUES - UPDATE [10/11/2011] *****



Alert Messages

SOUTHEAST OSB OPPORTUNITY

We have an opportunity with a southeast mill to purchase a limited amount of OSB. First come first served. Volume will dictate pricing. Interested dealers need to call the ABS Panel Department. Get your orders in ASAP.

ARAUCO PLYWOOD MILL FIRE

Arauco Plywood Mill Damaged:

Forest fires in the Bio-Bio region of Chile unfortunately reached Arauco's Nueva Aldea industrial complex over the weekend. Of the five manufacturing facilities in the complex, only one has been affected– the plywood plant. This facility produces 55% of the sanded plywood that Arauco manufactures. Arauco is working to assess the damage to the site, and will give more information when it becomes available.

Importers of the product are awaiting their fate as to the volumes of remaining product they will be allowed. Domestic fir producers have increased their prices \$25/M in response. On a side note, as a response to box requests for sanded product, GP has increased their sanded pine pricing \$30.

As more information becomes available, we will keep you informed.

The ABS Panel Department

ABS NEWS:

As part of our continuing effort to provide our Dealers with more information on the employees working for them, we are providing the December 2011 edition of "Together Building a Future". A copy is archived on the website for later access. Archives of past editions can be accessed on the website under Information / News – "Together Building the Future".

[CLICK HERE](#) TO READ THE DECEMBER 2011 EDITION.

TROY LANDRY OF SWAMP PEOPLE SPECIAL GUEST AT THE ABS FEB. MEETING & SHOW

The deadline to register for the February Meetings and Show is THURSDAY, JANUARY 5TH. Troy Landry of Swamp People will be our special guest; come get an autograph. [Click here](#) for flyer.

If you have not already done so, please make your reservations on line. If you need assistance contact Shelly Barkimer @ 318-699-9182 or Daneen Braddock @ 318-699-9102.



Car Tracing

5



PURCHASING DEPARTMENT
County Of Hidalgo

January 3, 2012

Matt's Building Material, Inc.
Danny Smith, President
404 E. Expressway 83
Pharr, Texas 78577

CERTIFIED MAIL
7099 3220 0002 9745 6586
Via E-mail: mattscorp@aol.com
Via Facsimile: (956) 787-6953

Re: Extension of Agreement No. C-215-01-11-Carpentry and Construction Materials & Supplies-Hid
Co

Dear Mr. Smith:

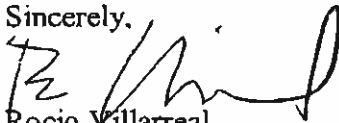
Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract. Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of January 10, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Thursday, January 4, 2011, via facsimile to (956) 956-318-2629 or email to: rocio.villarreal@co.hidalgo.tx.us.

By: _____

Date: 01/05/2012

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

Sincerely,


Rocio Villarreal
Contracts Manager

REQUIREMENTS AGREEMENT
C-10-215-01-11

THIS AGREEMENT (the "Agreement") is entered into this 11th day of January, 2011 by and between **Matt's Building Materials, Inc., a Corporation Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Carpentry and Construction Materials & Supplies,"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Carpentry and Construction Materials & Supplies"** in the areas of **HIDALGO COUNTY** projects for a period of (1) one year from January 11, 2011 to January 10, 2012 with the option to renew for an additional two(2) one (1) year under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller 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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

5. General Provisions.

- a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the

time such conflict exists.

- b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.
- d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
- e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
 Attention: County Judge
 1615 S. Closner, Suite J
 Edinburg, Texas 78539

If to Seller: Matt's Building Material, Inc.
 Attn: Danny Smith, President
 404 E. Expressway 83
 Pharr, Texas 78589

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 United States mail.

- f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- h. **Assignment.** This Agreement shall not be assignable.
- i. **Headings.** The headings and captions contained in this Agreement are solely for

convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

- j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate
- k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.
- l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).
- m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.
- n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:
 - (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.
 - (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, January 11, 2011

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: SHH

HIDALGO COUNTY

By: Ramon Garcia

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 1/11/11

Vendor: Danny Smith

By: Danny Smith

Printed Name: DANNY SMITH

Title: PRESIDENT

Date: FEBRUARY 2, 2011

EXHIBIT “A”

**REQUEST FOR BID (RFB)
PROCUREMENT PACKET**



PURCHASING DEPARTMENT
County Of Hidalgo

October 04, 2010

Re: **HIDALGO COUNTY FACILITIES MANAGEMENT**
Request for Bids -"Carpentry, Construction & Building Materials & Supplies"
Bid No: 2010-215-10-20-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

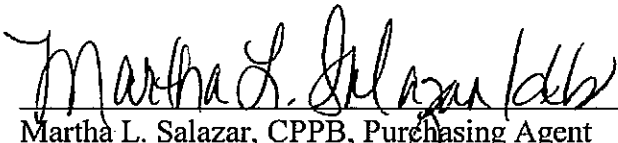
REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY FACILITIES MANAGEMENT "Carpentry, Construction & Building Materials & Supplies" RFB NO: 2010-215-10-20-MEG

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications, consisting of 9 pages.
4. Exhibit "B" Bid Page, consisting of 6 pages.
5. Exhibit "C" Insurance Requirements, consisting of 3 pages.
6. Exhibit "D" Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
7. Vendor/Bidder Application and W-9 form(s) consisting of 6 pages.
8. Certification Regarding Debarment, consisting of 1 page.
9. Draft Requirements Agreement, consisting of 7 pages.

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.


Martha L. Salazar, CPPB, Purchasing Agent

October 04, 2010
Date

REQUEST FOR BIDS

HIDALGO COUNTY FACILITIES MANAGEMENT "Carpentry, Construction & Building Materials & Supplies"

**BID OPENING DATE:
October 20, 2010**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539



1. Sealed bids will be received for **“HIDALGO COUNTY FACILITIES MANAGEMENT – CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2010-215-10-20-MEG- HIDALGO COUNTY FACILITIES MANAGEMENT – “CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES”** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m. WEDNESDAY, OCTOBER 20, 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2010-215-10-20-MEG- HIDALGO COUNTY FACILITIES MANAGEMENT –“CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES”.

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

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation **HIDALGO COUNTY FACILITIES MANAGEMENT –**
“CARPENTRY, CONSTRUCTION & BUILDING MATERIALS &

SUPPLIES” 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 Facilities Management
P.O. BOX 1356
Edinburg, Texas 78539
Attn: Richard Sunday
956-289-7850

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM

OCTOBER 20, 2010

Award of Contract

_____, 2010

Commence Work or Deliver Products

_____, 2010

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

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official,

department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

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

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

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess and submit a Certificate of Account Status indicating bidder is in “Good Standing” with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this

Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.
30. 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.
31. 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 FACILITIES MANAGEMENT
CARPENTRY, CONSTRUCTION &
BUILDING MATERIALS & SUPPLIES"**
BID NO.: 2010-215-10-20-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

(THIS PAGE MUST BE SUMMITTED WITH BID

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
BID NO.: 2010-215-10-20-MEG

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Carpentry, Construction & Building Materials & Supplies" in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Vendor shall furnish all materials and supplies necessary to execute the specified services.

General Requirements: The following are the minimum requirements and/or specifications that will be acceptable by the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

- Materials must be available for pick-up and/or delivery to the various locations in Hidalgo County during normal working hours, Monday through Friday
- All items must be shipped **F.O.B. INSIDE DELIVERY.**
- All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.
- All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.
- BID PAGE - Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable N/A for not applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

Terms Conditions:

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.
2. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.
3. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
4. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.
5. Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors.
6. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
8. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
BID NO.: 2010-215-10-20-MEG

9. Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**
- 10 After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

Market Volatility and Unit Price Adjustments:

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

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
BID NO.: 2010-215-10-20-MEG

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 Conditions & Requirements:

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg, Texas 78539. **Telephone calls will not be accepted!**

All written inquiries will be accepted via facsimile no later than, Wednesday, October 13, 2010, 5:00 pm. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, October 15, 2010, 5:00 pm.

EXHIBIT "A"
HILLGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
BID NO.: 2010-215-10-20-MEG

#	DESCRIPTION	
1	Wood Shimes	ea
2	Galvanize strut straps, All sizes & Assorted	
3	Plastic corrugated panel	8'
		10'
		12'
		14'
		16'
4	Wood/Bimetal sawsall blades (DeWalt, Milwaukee)	4" ea
		6" ea
		8" ea
		12" ea
5	Commercial door handles (closet, hall, entry, ADA)	interior
		hall
		exterior
6	Wood Glue	gallon
7	Wood screws	#8
		1/4"-3"
		#10
		1/4"-3"
		#12
8	Water/Oil base paint (gloss/semi-gloss)	1/4"-3"
		Interior
		Int semi gloss
		Int gloss
		Ext gloss
		Ext semi gloss
		Exterior
		Int semi gloss
		Int gloss
		Ext gloss
9	Primer Painter	Ext semi gloss
		Interior
		Int semi gloss
		Int gloss
		Ext gloss
		Ext semi gloss
		Exterior
		Int semi gloss
		Int gloss
		Ext gloss
10	Formica (lifetime) Assorted Sizes and type	Ext semi gloss
11	Tile cement	LF
12	Sheet metal screws(assorted sizes)	
		1/4
		2"
		6"
		10"
13	Fine sand or	12"

EXHIBIT "A"
HILGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
BID NO.: 2010-215-10-20-MEG

	Assorted	
14	Galvanize unidtrut channel	
15	Galvanize corrugated panel	4" ea
		6" ea
		8" ea
		12" ea
		16" ea
16	Aluminum corrugated panel	size-ea
17	Cabinet door latches (assorted styles)	ea
18	Varnish Paint	gallon
	Stain paint	gallon
19	Siding plywood	4'X 8'X _____
		4'X 8'X _____
		4'X 8'X _____
		T 1-11
		OSB plywood
20	Spade drill bits	1/2"
		3/4"
		7/8"
		1"
		1 1/8"
		1 1/4"
		1 1/2"
21	Jigsaw blades	blades
		diff. grids
		per packs
22	Rough sandpaper (60-120 Grid)	Rough
	Assorted	20 grid
		80 grid
		100 grid
		120 grid
		FINE
		20 grid
		80 grid
		100 grid
		120 grid
23	Wood crown molding	LFT
		LFT
		LFT
		LFT
		LFT
24	Ceramic tile	SQ FT.
25	Concrete	Ready Mix
		Sand Mix
		Mortar Mix
		Cement Mix
26	Asphalt patch mix	50 lb bucket
27	Main angles	
28	Door latches (cabinet conventional doors)	
29	Router bit sets (various sizes)	

EXHIBIT "A"
HAMILTON COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
BID NO.: 2010-215-10-20-MEG

30	Gloves	Industrial	small	
			Med.	
			Large	
		Commercial	small	
			Med.	
			Large	
31	# 16 nails		Assorted	LB
			Standard Nails	LB
			Auto Nail Gun	LB
32	# 16 galvanize		Assorted	LB
			Standard Nails	LB
			Auto Nail Gun	LB
33	Sheath plywood	BC		1/2"
				3/4
		CDX		4'x8'x 3/4
				1/2"
		Louan		3/4
				4'x8'x 3/4
				1/2"
				3/4
34	Router bit-carbide tipped			31
35	Cross tees			4"
36	Wall angles			3/4"
37	Plywood			BIRCH
				1/2"
				3/4"
				1/4"
				OAK
				1/2"
				3/4"
				1/4"
				ASH
				1/2"
				3/4"
				1/4"
				MAHOGANY
				1/2"
				3/4"
				1/4"
38	Saw blades ASSORTED TYPES WET AND DRY			FINE
				7 1/4"
				12"
				COURSE
				7 1/4"
				12"
				MASONRY BLADES
				12"
39	Solid boards/ White Pine			1"x 2' x10'
				1"x 2' x12'
				1"x 2' x12"
				1"x 4' x10'

EXHIBIT "A"
HILGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
BID NO.: 2010-215-10-20-MEG

			1"x 4'x12'
			1"x 4'x12"
40	Drywall		3/8"
			1/2"
			5/8
41	Finish nails		# 3 per lb
			#4 per lb
			# 6 per lb
			# 8 per lb
42	Ceiling tile (per box)		# 934A
			2' x 2'
			#942
			2' x 4'
43	Rebar		#2
			3/8
			1/2
			5/8
			#4
			3/8
			1/2
			5/8
			#6
			3/8
			1/2
			5/8
			#8
			3/8
			1/2
			5/8
44	Rough sandpaper	GRID	# 20
			# 80
			# 100
			# 120
	Fine Sandpaper	GRID	# 20
			# 80
			# 100
			# 120
45	Tile grout		per
46	Router bit-1/4 shank 1.3/8 cut Dia. carbide tipped-1" cut dept		
47	Router bit-1/2", 12.7mm 1.7/16 depth carbide tipped		
48	Wall Angels		3/4"
49	Drywall screws (Decking Screws Coated) INTERIOR/EXTERIOR		1"
			1 1/4"
			1 1/2"
			1/2"
			2"
			3"

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
BID NO.: 2010-215-10-20-MEG

50	Wedge anchors	EACH
		1/2" x _____
		1/2" x _____
		1/2" x _____
		3/8" x _____
		3/8" x _____
		3/8" x _____
		1/4" _____
		1/4" _____
		1/4" _____
		_____ " x _____ "
		_____ " x _____ "
		_____ " x _____ "
51	Vct tile (assorted sizes, colors)	PER BOX
		10 X 10
		12 X 12
52	Self tapping screws (Sheet metal screws & drywall screws)	LB
		1"
		1 1/4"
		1 1/2"
		2"
		3"
53	Galvanize pipe	EACH
		1"
		2"
		2 1/2"
		3"
54	Boards	REGULAR
		2"x4"x8'
		2x4x10
		2x4x12
		2x4x14
		2x4x16
		pre cut
		2"x10"x8'
		2"x12"x8'
		2"x14"x8'
		2"x16"x8'
		TREATED
		2"x4"x8'
		2x4x10
		2x4x12
		2x4x14
		2x4x16
		pre cut
		2"x10"x8'
		2"x12"x8'
		2"x14"x8'
		2"x16"x8'
55	Metal struts (studs)	8'x12'
56	Assorted Boards	2x6

EXHIBIT "A"
HILARIO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION & BUILDING MATERIALS & SUPPLIES"
BID NO.: 2010-215-10-20-MEG

		2x10
		2x12
57	4x4 Treated Post	8'
		10'
		12'
		14'
		16'
58	Insulation Bats	
59	Slag Bolts	1/4"
		1/2"
		3/4"
		6"

HIGHLAND COUNTY FACILITIES MANAGEMENT
 "CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
 RFB NO.; 2010-215-10-20-MEG

#	DESCRIPTION		PRICE
1	Wood Shimes	ea	
2	Galvanize strut straps, All sizes & Assorted		
3	Plastic corrugated panel	8'	
		10'	
		12'	
		14'	
		16'	
4	Wood/Bimetal sawsall blades (DeWalt, Milwaukee)	4" ea	
		6" ea	
		8" ea	
		12" ea	
5	Commercial door handles (closet, hall, entry, ADA)	interior	
		hall	
		exterior	
6	Wood Glue	gallon	
7	Wood screws	#8	
		1/4"-3"	
		#10	
		1/4"-3"	
		#12	
8	Water/Oil base paint (gloss/semi-gloss)	1/4"-3"	
		Interior	
		Int semi gloss	
		Int gloss	
		Ext gloss	
		Ext semi gloss	
		Exterior	
		Int semi gloss	
		Int gloss	
		Ext gloss	
		Ext semi gloss	
9	Primer Painter	Interior	
		Int semi gloss	
		Int gloss	
		Ext gloss	
		Ext semi gloss	
		Exterior	
		Int semi gloss	
		Int gloss	
		Ext gloss	
		Ext semi gloss	
10	Formica (lifetime) Assorted Sizes and type	LF	
11	Tile cement		

EXHIBIT B
HIO LGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
RFB NO.; 2010-215-10-20-MEG

12	Sheet metal screws(assorted sizes)	1/4"	
		2"	
		6"	
		10"	
		12"	
13	Fine sand or Assorted		
14	Galvanize unidtrut channel		
15	Galvanize corrugated panel	4" ea	
		6" ea	
		8" ea	
		12" ea	
		16" ea	
16	Aluminum corrugated panel	size-ea	
17	Cabinet door latches (assorted styles)	ea	
18	Varnish Paint	gallon	
	Stain paint	gallon	
19	Siding plywood	4'X 8'X _____	
		4'X 8'X _____	
		4'X 8'X _____	
		T 1-11	
		OSB plywood	
20	Spade drill bits	1/2"	
		3/4"	
		7/8"	
		1"	
		1 1/8"	
		1 1/4"	
		1 1/2"	
21	Jigsaw blades	blades	
		diff. grids	
		per packs	
22	Rough sandpaper (60-120 Grid) Assorted	Rough	
		20 grid	
		80 grid	
		100 grid	
		120 grid	
		FINE	
		20 grid	
		80 grid	
		100 grid	
		120 grid	
23	Wood crown molding	LFT	
		LFT	
		LFT	
		LFT	
		LFT	
24	Ceramic tile	SQ FT.	

EXHIBIT B
HIGHLAND COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
RFB NO. 2010-215-10-20-MEG

25	Concrete	Ready Mix		
		Sand Mix		
		Mortar Mix		
		Cement Mix		
26	Asphalt patch mix		50 lb bucket	
27	Main angles			
28	Door latches (cabinet conventional doors)			
29	Router bit sets (various sizes)			
30	Gloves	Industrial	small	
			Med.	
			Large	
	Commercial		small	
			Med.	
			Large	
31	# 16 nails	Assorted	LB	
		Standard Nails	LB	
		Auto Nail Gun	LB	
32	# 16 galvanize	Assorted	LB	
		Standard Nails	LB	
		Auto Nail Gun	LB	
33	Sheath plywood	BC	1/2"	
			3/4	
			4'x8'x 3/4	
		CDX	1/2"	
			3/4	
			4'x8'x 3/4	
		Louan	1/2"	
			3/4	
			4'x8'x 3/4	
34	Router bit-carbide tipped		31	
35	Cross tees		4"	
36	Wall angles		3/4"	
37	Plywood		BIRCH	
			1/2"	
			3/4"	
			1/4"	
			OAK	
			1/2"	
			3/4"	
			1/4"	
			ASH	
			1/2"	
			3/4"	
			1/4"	
			MAHOGANY	
			1/2"	
			3/4"	
			1/4"	

EXHIBIT B
HIGHLGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
RFB NO.;; 2010-215-10-20-MEG

38	Saw blades ASSORTED TYPES WET AND DRY	FINE	
		7 ¼"	
		12"	
		COURSE	
		7 ¼"	
		12"	
		MASONRY BLADES	
39	Solid boards/ White Pine	1"x 2' x10'	
		1"x 2'x12'	
		1"x 2'x12"	
		1"x 4' x10'	
		1"x 4'x12'	
		1"x 4'x12"	
40	Drywall	3/8"	
		½"	
		5/8	
41	Finish nails	# 3 per lb	
		#4 per lb	
		# 6 per lb	
		# 8 per lb	
42	Ceiling tile (per box)	# 934A	
		2' x 2'	
		#942	
		2' x 4'	
43	Rebar	#2	
		3/8	
		½	
		5/8	
		#4	
		3/8	
		½	
		5/8	
		#6	
		3/8	
		½	
		5/8	
		#8	
		3/8	
		½	
44	Rough sandpaper GRID	5/8	
		# 20	
		# 80	
		# 100	
	Fine Sandpaper GRID	# 120	
		# 20	
		# 80	
		# 100	
45	Tile grout	# 120	
		per	
46	Router bit-¼ shank 1.3/8 cut Dia. carbide tipped-1" cut dept		
47	Router bit-½", 12.7mm 1.7/16 depth carbide tipped		

EXHIBIT B
HILLGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
RFB NO., 2010-215-10-20-MEG

48	Wall Angels	¾"	
49	Drywall screws (Decking Screws Coated) INTERIOR/EXTERIOR	1"	
		1 ¼"	
		1 ½"	
		½"	
		2"	
		3"	
50	Wedge anchors	EACH	
		½" x _____	
		½" x _____	
		½" x _____	
		3/8" x _____	
		3/8" x _____	
		3/8" x _____	
		¼" _____	
		¼" _____	
		¼" _____	
		_____ " x _____ "	
		_____ " x _____ "	
51	Vct tile (assorted sizes, colors)	PER BOX	
		10 X 10	
		12 X 12	
52	Self tapping screws (Sheet metal screws & drywall screws)	LB	
		1"	
		1 ¼"	
		1 ½"	
		2"	
		3"	
53	Galvanize pipe	EACH	
		1"	
		2"	
		2 ½"	
		3"	
54	Boards	REGULAR	
		2"x4"x8'	
		2x4x10	
		2x4x12	
		2x4x14	
		2x4x16	
		pre cut	
		2"x10"x8'	
		2"x12"x8'	
		2"x14"x8'	
		2"x16"x8'	
		TREATED	
		2"x4"x8'	
		2x4x10	
		2x4x12	
		2x4x14	
		2x4x16	

EXHIBIT B
HIGHLGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
RFB NO., 2010-215-10-20-MEG

	con't Boards	pre cut	
		2"x10"x8'	
		2"x12"x8'	
		2"x14"x8'	
		2"x16"x8'	
55	Metal struts (studs)	8'x12'	
56	Assorted Boards	2x6	
		2x10	
		2x12	
57	4x4 Treated Post	8'	
		10'	
		12'	
		14'	
		16'	
58	Insulation Bats		
59	Slag Bolts	1/4"	
		1/2"	
		3/4"	
		6"	

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD		CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)	
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
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 ☐ LOC				PRODUCTS - COMP/OP AGG	\$
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	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS		
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.		
CERTIFICATE HOLDER Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- ☐ have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

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

**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

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.

HIDALGO COUNTY

in person or regular mail to: 2802 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:		Telephone No. ()	
dba Name:			
Legal Name:			
Mailing Address :		Fax No. ()	
Physical Address:			
City, State, Zip		Tax I.D. No.	
Remit to Address :		City, State, Zip	
E-Mail Address:			
Representative(s) Name(s) & Title(s)			
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify			
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.			
State of Incorporation: _____ Date: _____ Other:			
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify			
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:			
<u>Small and/or Disadvantaged Business Information (check application criteria)</u>			
<u>Small Business:</u>		<u>Disadvantaged Business (At Least 51% Ownership)</u>	
☐ Less than 125,000 annual gross receipt		☐ Black American	
☐ Less than 250,000 annual gross receipt		☐ Hispanic American	
☐ Less than 499,000 annual gross receipt		☐ Asian Pacific American	
☐ More than 500,000 annual gross receipt		☐ Native American	
		☐ Women	
		☐ Other	
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No			
Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No			
What type of product(s) is/are solicited by your company?:			
Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No			
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____			
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____			

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$_____ Description of Work to be Performed: _____

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”

BID PAGE

Market Volatility and Unit Price Adjustments:

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

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Acknowledge and agree that any increase in price post award is through price escalation as listed above on Page 2 Number 4.

Company's Name:	Matts Building MATERIALS
Signature:	D. Castello
Print:	DAVID CASTELLO
Date:	11-23-10

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
RFB NO.; 2010-215-10-20-MEG

#	DESCRIPTION	PRICE
1	Wood Shimes	ea 1.69
2	Galvanize strut straps, All sizes & Assorted	
3	Plastic corrugated panel	8' 14.99 10' 16.99 12' 18.99 14' n/a 16' n/a
4	Wood/Bimetal sawsall blades (DeWalt, Milwaukee)	4" ea 2.99 6" ea 2.99 8" ea 2.99 12" ea 3.49
5	Commercial door handles 49694-44270 (closet, hall, entry, ADA) 49694-44271 44269	interior 49.99 hall 42.99 exterior 59.99
6	Wood Glue	gallon 14.99
7	Wood screws	#8 3.99 1/4"-3" 3.99 #10 3.99 1/4"-3" 3.99 #12 3.99 1/4"-3" 3.99
8	Water/Oil base paint (gloss/semi-gloss)	Interior Int semi gloss 15.99 Int gloss 24.99 Ext gloss 26.99 Ext semi gloss 21.99 Exterior Int semi gloss Int gloss Ext gloss Ext semi gloss
9	Primer Painter OPENED <i>9:40am</i> <i>10-20-2010</i> Witnessed <i>[Signature]</i>	Interior Int semi gloss 12.99 Int gloss 11.99 Ext gloss Ext semi gloss 14.99 Exterior Int semi gloss 17.99 Int gloss 17.99 Ext gloss Ext semi gloss 14.99
10	Formica (lifetime) Assorted Sizes and type	LF 1.89sqft
11	Tile cement	50lbs 7.99

PRICES MAY CHANGE AFTER 90 DAYS FROM BID DATE.

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
RFB NO.; 2010-215-10-20-MEG

12	Sheet metal screws(assorted sizes) ASSORTED COLORS	3/4	4.99
		2"	4.99
		6"	5.99
		10"	6.99
		12"	6.99
13	Fine sand or Assorted 859		\$2.79
14	Galvanize unidrut channel		n/a
15	Galvanize corrugated panel	4" ea	6.60
		6" ea	6.60
		8" ea	8.75
		12" ea	13.20
		16" ea	17.60
16	Aluminum corrugated panel	size-ea	
17	Cabinet door latches (assorted styles) belwith	ea	1.69
18	Varnish Paint	gallon	19.99
	Stain paint	gallon	22.99
19	Siding plywood	4'X 8'X 3/8	19.99
		4'X 8'X 5/8	25.45
		4'X 8'X 5/8	26.75
		T 1-11	
		OSB plywood	6.75
20	Spade drill bits	1/2"	2.75
		3/4"	2.99
		7/8"	3.29
		1"	3.99
		1 1/8"	4.99
		1 1/4"	5.79
		1 1/2"	5.99
21	Jigsaw blades	blades	2.99
		diff. grids	
		per packs	
22	Rough sandpaper (60-120 Grid) Assorted	Rough	
		20 grid	
		80 grid	
		100 grid	
		120 grid	
		FINE	
		20 grid	
		80 grid	
		100 grid	
		120 grid	
23	Wood crown molding	LFT	.75¢
		LFT	.57¢
		LFT	.62¢
		LFT	1.23
		LFT	1.45
24	Ceramic tile	SQ FT.	.69¢

PRICES MAY CHANGE AFTER 90 DAYS FROM BID DATE.

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
RFB NO.; 2010-215-10-20-MEG

25	Concrete	Ready Mix		3.29
		Sand Mix		3.99
		Mortar Mix		3.99
		Cement Mix		3.99
26	Asphalt patch mix		50 lb bucket	
27	Main angles			8.99
28	Door latches (cabinet conventional doors)			1.49
29	Router bit sets (various sizes)			
30	Industrial	small		2.49
		Med.		2.49
		Large		2.49
	Commercial	small		6.99
		Med.		6.99
		Large		6.99
31	# 16 nails	Assorted	LB	1.25
		Standard Nails	LB	1.25
		Auto Nail Gun	LB	64.50
32	# 16 galvanize	Assorted	LB	
		Standard Nails	LB	
		Auto Nail Gun	LB	
33	Sheath plywood	BC	1/2"	21.50
			3/4	31.50
			4'x8'x 3/4	31.50
		CDX 19/32	1/2"	13.80
		23/32	3/4	19.75
		23/32	4'x8'x 3/4	19.75
		Louan	1/2"	
			3/4	
34	Router bit-carbide tipped		31	16.99
35	Cross tees		4"	2.49
36	Wall angles		3/4"	4.99
37	Plywood	BIRCH		
		1/2"		19.95
		3/4"		31.00
		1/4"		13.00
		OAK		
		1/2"		39.99
		3/4"		46.50
		1/4"		18.50
		ASH		
		1/2"		n/a
		3/4"		47.50
		1/4"		20.00
		MAHOGANY		
		1/2"		21.00
		3/4"		27.50
		1/4"		10.00

OPENED

9:46am

10-20-2010

Witnessed

g

PRICES MAY CHANGE AFTER 90 DAYS FROM BID DATE.

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
RFB NO.; 2010-215-10-20-MEG

38	Saw blades ASSORTED TYPES WET AND DRY	FINE	
		7 1/4"	9.50
		12"	39.50
		COURSE	5.95
		7 1/4"	19.50
		12"	39.50
39	Solid boards/ White Pine	MASONRY BLADES	
		12"	5.95
		1"x 2' x10'	1.99
		1"x 2' x12'	2.99
		1"x 2' x12"	2.99
		1"x 4' x10'	2.30
40	Drywall	1"x 4' x12'	2.75
		1"x 4' x12"	2.75
		3/8"	5.99
		1/2"	5.29
		5/8	6.99
41	Finish nails	# 3 per lb	1.45
		#4 per lb	1.45
		# 6 per lb	1.45
		# 8 per lb	1.45
42	Ceiling tile (per box)	# 934A	44.95
		2' x 2'	44.95
		#942	37.50
		2' x 4'	37.50
43	Rebar	#2	
		3/8	2.89
		1/2	
		5/8	
		#4	
		3/8	
		1/2	5.25
		5/8	
		#6	
		3/8	
		1/2	
		5/8	8.25
		#8	
		3/8	
44	Rough sandpaper GRID	1/2	
		5/8	
		# 20	.69¢
		# 80	.49¢
	Fine Sandpaper GRID	# 100	.49¢
		# 120	.49¢
		# 20	.69¢
		# 80	.49¢
45	Tile grout	# 100	.49¢
		# 120	.49¢
		per	12.99
46	Router bit-1/4 shank 1.3/8 cut Dia. carbide tipped-1" cut dept		22.99
47	Router bit-1/2", 12.7mm 1.7/16 depth carbide tipped		28.99

PRICES MAY CHANGE AFTER 90 days FROM BID DATE.

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
RFB NO.; 2010-215-10-20-MEG

48	Wall Angels	¾"	4.99
49	Drywall screws (Decking Screws Coated) INTERIOR/EXTERIOR	1"	4.49
		1 ¼"	4.49
		1 ½"	4.49
		½"	4.49
		2"	4.49
		3"	4.49
50	Wedge anchors	EACH	
		½" x _____	.99¢
		½" x _____	.99¢
		½" x _____	.99¢
		3/8" x _____	.79¢
		3/8" x _____	.79¢
		3/8" x _____	.89¢
		¼" _____	.69¢
		¼" _____	.69¢
		¼" _____	.69¢
		" x "	1.49
		" x "	1.49
51	Vct tile (assorted sizes, colors)	PER BOX	
		10 X 10	
		12 X 12	27.99
52	Self tapping screws (Sheet metal screws & drywall screws)	LB.	
		1"	3.99
		1 ¼"	3.99
		1 ½"	3.99
		2"	3.99
		3"	3.99
53	Galvanize pipe	EACH	
		1"	26.99
		2"	62.99
		2 ½"	n/a
		3"	n/a
54	Boards	REGULAR	
		2"x4"x8'	1.89
		2x4x10	2.70
		2x4x12	3.32
		2x4x14	3.90
		2x4x16	4.41
		pre cut	1.80
		2"x10"x8'	5.50
		2"x12"x8'	6.80
		2"x14"x8'	
		2"x16"x8'	
		TREATED	
		2"x4"x8'	2.60
		2x4x10	3.55
		2x4x12	4.55
		2x4x14	5.30
		2x4x16	6.30

OPENED

9:46am

10-20-2010

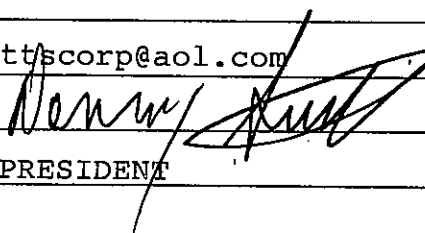
Witnessed

[Signature]

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTARY, CONSTRUCTION and BUILDING MATERIALS & SUPPLIES"
RFB NO.; 2010-215-10-20-MEG

	con't Boards	pre cut	
		2"x10"x8'	5.50
		2"x12"x8'	6.80
		2"x14"x8'	
		2"x16"x8'	
55	Metal struts (studs)	.8"x12'	
56	Assorted Boards	2x6	.39¢lf
		2x10	.76¢lf
		2x12	.89¢lf
57	4x4 Treated Post	8'	6.49
		10'	9.90
		12'	12.00
		14'	13.50
		16'	15.50
58	Insulation Bats		
59	Slag Bolts	¾"	
		½"	
		¾"	
		6"	

PRICES MAY CHANGE AFTER 90 DAYS FROM BID DATE.

BIDDER/COMPANY NAME: MATT'S BUILDING MATERIALS
ADDRESS: 404 E. EXPRESSWAY 83
CITY/STATE/ZIP: PHARR TX. 78577
PHONE NO/FAX NO: (956) 787-5589 / (956) 787-6953
CELL PHONE NO: _____
E-MAIL ADDRESS: mattscorp@aol.com
AUTHORIZED SIGNATURE: 
TITLE: PRESIDENT

OPENED

9:46am

10-20-2010

Witnessed



EXHIBIT “C”

CERTIFICATE OF INSURANCE

ACORD 25 CERTIFICATE OF LIABILITY INSURANCE

12/13/2010

PRODUCER (956)686-8323 FAX (956)8-512-2080

Bert Whisenant Insurance
816 East Hackberry Avenue
McAllen, TX 78501
CISR, Sylvia Briones

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 Matt's Building Materials Inc.
Mr. Danny Smith
P. O. Box 1663
Pharr, TX 78577

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: American Hallmark Insurance Co.

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	44CL440379-05	10/01/2010	10/01/2011	EACH OCCURRENCE \$ 1,000,000
	☒	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
	☐	CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
	☒	POLICY				GENERAL AGGREGATE \$ 2,000,000
	☐	PRO-JECT				PRODUCTS - COM/OP AGO \$ 2,000,000
	☐	LOC				
A		AUTOMOBILE LIABILITY	44CL440379-05	10/01/2010	10/01/2011	COMBINED SINGLE LIMIT (Per 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				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐	ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY- AGG \$
A		EXCESS/UMBRELLA LIABILITY	44CU442540-05	10/01/2010	10/01/2011	EACH OCCURRENCE \$ 1,000,000
	☒	OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 1,000,000
	☐	DEDUCTIBLE				\$
	☒	RETENTION \$ 10,000				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
		OTHER				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

County of Hidalgo
Purchasing Department
2812 S Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

B. R. Whisenant, Jr./SLB

B.R. Whisenant, Jr.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2010

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 Advanced Risk Solutions 12980 Metcalf, Suite 490 Overland Park, KS 66213 www.advancedrisksolutions.com	CONTACT NAME: Jill Ney	
	PHONE (A/C, No, Ext): 913.385.2455 FAX (A/C, No): 913.385.2605 E-MAIL ADDRESS: jney@advancedrisksolutions.com	
INSURED Alamo Staff Leasing, Inc. For: Matt's Building Materials, Inc. 404 E Expressway 83 Pharr TX 78577	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Lumbermen's Underwriting Alliance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 9054144		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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		Not Applicable			EACH OCCURRENCE \$XXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$XXXXXX MED EXP (Any one person) \$XXXXXX PERSONAL & ADV INJURY \$XXXXXX GENERAL AGGREGATE \$XXXXXX PRODUCTS - COMP/OP AGG \$XXXXXX
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		Not Applicable			COMBINED SINGLE LIMIT (Ea accident) \$XXXXXX BODILY INJURY (Per person) \$XXXXXX BODILY INJURY (Per accident) \$XXXXXX PROPERTY DAMAGE (Per accident) \$XXXXXX \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE	Not Applicable			EACH OCCURRENCE \$XXXXXX AGGREGATE \$XXXXXX \$XXXXXX \$XXXXXX
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/A	291049	4/1/2010	4/1/2011	☒ WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS CERTIFICATE CONFERS NO ADDITIONAL INSURED RIGHTS UPON THE CERTIFICATE HOLDER.

This policy covers only those employees under contract between the insured and Matt's Building Materials, Inc, 404 E Expressway 83, Pharr, TX 78577 and any other worksites where the contracted employees of Matt's Building Materials, Inc. are engaged in work.
Job Location: 2812 S. Business Highway 281 Edinburg, TX. 78539

CERTIFICATE HOLDER The County of Hidalgo 2812 S. Business Highway 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 Robert M Gagne

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ACORD 25 (2010/05)

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AI-35707

13. J.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Martha L. Salazar

Submitted By: Gricelda Villarreal, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise the County's option to utilize the last one (1) year extension as provided under the current contract/lease under the same rates, terms and conditions for "Lease of Office Space-City of Roma" for Hidalgo County WIC Program with Cantu Realty LLC(C-07-357-09-25).

BACKGROUND

Renewal of lease to become effective from: January 18, 2013 thru January 17, 2014.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1292-441-00-350-001-3-441

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

BUDGETARY IMPACT:

Funds pending 2012 Intra-departmental transfer (AI-36199 CC 1/15/13).

Attachments

Current Lease

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/04/2013 05:06 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM
Form Started By: Gricelda Villarreal		Started On: 12/12/2012 12:02 PM
	Final Approval Date: 01/04/2013	



5342 E. Hwy. 83
Bldg. C Suite 5

Phone: 956-487-4746
Fax: 956-487-4468

January 23, 2008

To: Hidalgo County Purchasing Dept.

This letter is to inform you that on January 17, 2008, construction on the WIC program was completed. There office was informed and they preceded to move in on that date. If you have any questions or concerns please contact me at (956) 487-4746.

Thank You,

A handwritten signature in black ink, appearing to read "Sara Cantu".

Sara Cantu

LEASE

TERMS AND DEFINITIONS

C-07-357-09-25

Date: September 29 2007

Landlord: CANTU REALTY LLC acting herein pursuant to that certain Lease Agreement dated September 29, 2007, between the County of Hidalgo and Cantu Realty. LLC

Landlord's Mailing Address:

5342 E. Hwy, 83 Bldg. C Ste 5
Rio Grande City, Texas 78582

Tenant: THE COUNTY OF HIDALGO

Tenant's Mailing Address:

PO Box 1356.
Attn: County Judge
Edinburg, Texas 78540
Hidalgo County

Premises:

Name of Building: STONE HILL PLAZA
Lots two(2) and three (3) Block A of Catalina Heights and addition
to the City of Roma

Street Address/Suite: 1505 Grant St.- 2500 sq. ft.
Roma, Texas 78584

Base Rent (monthly): \$3,125.00 per month

Term (months): Sixty (60) months

Commencement Date: 1-17-08 ~~XXXXX~~ (Refer to Memo)

Termination Date: as provided herein

Extension Option: Five (5) years with options to renew for one (1) year term. Written notice of exercise of option required sixty (60) days prior to the expiration of the initial term.

Security Deposit: none

Use: WIC Clinic

Amount of Liability Insurance:

Death/Bodily Injury: \$1,000,000.00

Property: \$225,000.00

Guarantors: NONE

"Rent" means base rent plus any other sums of money due Landlord by Tenant.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Tenant" means Tenant and its agents, employees, invitees, licensees, or visitors.

"Essential Services" means heating, ventilating, air conditioning, water, and utility connections reasonably necessary for occupancy of the premises for the use stated above.

LEASE CLAUSES AND COVENANTS

A. Tenant agrees to--

1. Lease the premises for the entire term beginning on the commencement date and ending on the termination date.
2. Accept the premises as described herein.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the premises, including the rules and regulations of the building adopted by Landlord.
4. Pay monthly, in advance, on the first day of the month, the base rent to Landlord at Landlord's address.
5. Pay, as additional rent, all other sums due under this lease.
6. Pay a late charge of five (5%) percent of any rent not received by Landlord by the tenth day of the month in which the rent is due.
7. Pay for all utility services used by Tenant and not provided by Landlord.
8. Pay Tenant's pro rata share of any utility services provided by Landlord.

9. Allow Landlord to enter the premises to perform Landlord's obligations, inspect the premises, and show the premises to prospective purchasers or tenants.
10. Repair, replace, and maintain any part of the premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
11. Repair any damage to the premises caused by Tenant.
12. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.
13. Maintain public liability insurance for the premises and the conduct of Tenant's business, naming Landlord as an additional insured, in the amounts stated in the basic lease terms and definitions.
14. Maintain insurance on Tenant's personal property.
15. Deliver copies of insurance to Landlord before the commencement date and thereafter when requested.
16. Indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, expenses, or claims arising out of use of the premises.
17. Vacate the premises on termination of this lease.

B. Tenant agrees not to--

1. Use the premises for any purpose other than that stated in the basic lease terms and definitions.
2. (a) Create a nuisance, (b) interfere with any other tenant's normal business operations or Landlord's management of the building, (c) permit any waste, or (d) use the premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building.
3. Change Landlord's lock system.
4. Alter the premises.
5. Allow a lien to be placed on the premises.
6. Assign this lease or sublease any portion of the premises without Landlord's written consent.

C. Landlord agrees to--

1. Lease to Tenant the premises for the entire term beginning on the commencement date and ending on the termination date.
2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the building.
3. Provide normal utility service connections to the building.
4. Repair, replace, and maintain the (a) roof, (b) foundation, (c) parking and common areas, (d) structural soundness of the exterior walls, doors, corridors, windows, and (e) other structures or equipment serving the premises.
5. Insure the building against all risks of direct physical loss in an amount equal to at least 90 percent of the full replacement cost of the building as of the date of the loss and liability; Tenant will have no claim to any proceeds of Landlord's insurance policy.
6. Return the security deposit to Tenant, less itemized deductions, if any, within thirty days after the termination of this lease.

D. Landlord agrees not to--

1. Interfere with Tenant's possession of the premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. **Alterations.** Any physical additions or improvements to the premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the premises to the condition existing at the commencement date, normal wear excepted.

2. **Abatement.** Tenant's covenant to pay rent and Landlord's covenants are independent of each other. Except as otherwise provided, Tenant shall not be entitled to abate rent for any reason.

3. **Release of Claims/Subrogation.** Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the premises, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including

negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

4. **Notice to Insurance Companies.** Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.

5. **Casualty/Total or Partial Destruction.** (a) If the premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the premises to substantially the same condition as they existed before the casualty. If Landlord fails to complete restoration within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate his lease by written notice to Landlord. (b) If the premises cannot be restored within ninety days, Landlord has an option to restore or not to restore the premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, it will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, it shall continue and Landlord shall restore the premises as provided in (a) above. (c) To the extent the premises are untenantable after the casualty and the damage was not caused by Tenant, the rent will be adjusted as may be fair and reasonable.

6. **Condemnation/Substantial or Partial Taking.** (a) If the premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate. (b) If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the premises, and the rent payable during the unexpired portion of the term will be adjusted as may be fair and reasonable. (c) Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

7. **Termination.** Landlord and Tenant hereby agree that this Lease shall be terminable at the option of Landlord or Tenant upon the giving of sixty (60) days written notice to the other party at the addresses set forth herein, upon which termination date all responsibilities and duties, including future rentals, of both parties under the lease shall be terminated. However, such termination shall not relieve Tenant of responsibility for past due rentals or other charges.

8. **Default by Landlord/Events.** Defaults by Landlord are (a) failing to comply with any provision of this lease within thirty days after written notice or (b) failing to provide essential services to Tenant within ten days after written notice.

9. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to (a) sue for damages, and (b) if Landlord does not provide an essential service for thirty days after default, terminate this lease.

10. **Default by Tenant/Events.** Defaults by Tenant are (a) failing to pay timely rent, (b) abandoning or vacating a substantial portion of the premises, or (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b)

above.

11. **Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are to (a) enter and take possession of the premises, after which Landlord may relet the premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the premises and perform Tenant's obligations; or (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the premises, until the default is cured, without being liable for damages.

12. **Default/Waiver/Mitigation.** It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

13. **Security Deposit.** If Tenant defaults, Landlord may use the security deposit to pay arrears of rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

14. **Holdover.** If Tenant does not vacate the premises following termination of this lease, Tenant shall be a tenant at will and shall vacate the premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the term.

15. **Alternative Dispute Resolution.** Landlord and Tenant shall submit in good faith to mediation before filing a suit for damages.

16. **Attorney's Fees.** If either party retains an attorney to enforce this lease, the prevailing party is entitled to recover reasonable attorney's fees.

17. **Venue.** Venue is in the county in which the premises are located.

18. **Entire Agreement.** This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to the expressly mentioned exhibits and riders not incorporated in writing in this lease.

19. **Amendment of Lease.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

20. **Limitation of Warranties.** There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.

21. **Notices.** Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid,

certified mail, return receipt requested, and addressed to Landlord or Tenant at their addresses.

22. **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the premises at the end of the term.

23. **No Waiver of Sovereign Immunity.**

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS LEASE IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY LANDLORD OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT LANDLORD MAY HAVE BY OPERATION OF LAW.

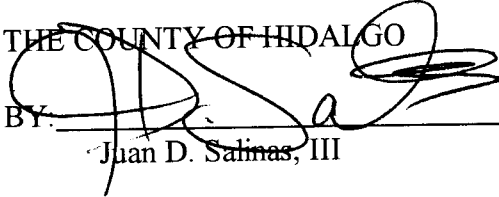
LANDLORD

CANTU REALTY, LLC

BY: _____

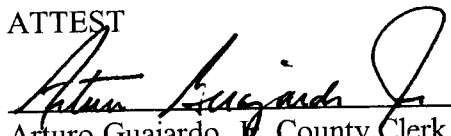
TENANT

THE COUNTY OF HIDALGO

BY: _____
Juan D. Salinas, III

It's: County Judge_____

ATTEST

_____
Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM
ATLAS & HALL, LLP

By: _____

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County WIC Program

BID OPENING DATE: September 12, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: Lease of Office Space in the City of Roma-WIC Clinic

BID NO: 07-357-09-12CGV

BID # RFB#	NAME OF COMPANY	UNIT PRICE PER SQ FT	TOTAL PRICE TOTAL SQ. FT	ADDENDUM
#1	Legacy Advance Development Roma, Tx	\$1.25	3,800@ \$4,750.00	
#2	Maria Lourdes Ramirez Roma, Tx	.85	3522@ \$2,993.70	
#3	Cantu Realty Roma, Tx	\$1.25	2,500 @ \$3,125.00	
#4				
#5				
#6				
#7				
#8				
#9				
#10				

AI-35831

Purchasing Department 13. K.

CC CONSENT

Meeting Date: 01/08/2013

Submitted For: Martha Salazar

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Constable Precinct 4

Approval of the Data Software Service Agreement included through the purchase of the Data Software Program with COPSYNC through quotes in the amount of \$17,991.00 less the COPSYNC discount applied (\$9,900.00) for the final total cost of \$8,091.00 for the purchase of the Data Software Program including any annual renewals for the software service agreement through the life term of the data software program services including the signing of required agreement by County Judge or Court Member.

BACKGROUND

Agreement document reviewed as to form by legal.

Note: This data software program is compatible to the existing hardware in place thus allowing Constable Precinct 4 Office in sharing database information with other law enforcement agencies.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-294-001-0-342

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

BUDGETARY IMPACT:

Available balance of \$2,000.00 as of 1-4-13. Additional funds in the amount of \$6,091.00, pending AI #36150, CC 1-8-13.

Attachments

COPSYNC INFORMATION

agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/19/2012 02:13 PM
Budget & Management	Obdett Calzada	12/19/2012 02:40 PM
Erika Zamora	Erika Zamora	12/20/2012 03:18 PM
Budget & Management	Obdett Calzada	12/20/2012 03:23 PM
Ivan Cantu	Ivan Cantu	12/20/2012 04:57 PM
Purchasing Department	Marty Salazar	01/04/2013 12:49 PM
Ivan Cantu	Ivan Cantu	01/04/2013 02:46 PM
Auditor's Office	Angela Garcia	01/04/2013 05:30 PM

Form Started By: Tanya Delira Started On: 12/14/2012 11:36 AM

Final Approval Date: 01/04/2013



Dear Hidalgo County Constable Pct 4

Welcome to COPsync -- the largest law enforcement real-time, in-car information sharing, communication and data interoperability network in the U.S.!

Enclosed is the quote we committed to provide along with each of the supporting documents outlined in our meeting. These materials are intended to expedite your acquisition of the COPsync product or service you are acquiring as quickly as possible.

If you find any points in the enclosed documents for which you need clarification or discussion, please do not hesitate to contact your account executive or your customer support representative. Their contact information appears in the enclosed materials.

COPsync provides its commitment to you that we will work diligently with you to ensure you become an active customer in the timeliest manner as possible. It will assist us if you will fax your documents prior to mailing. We will be calling and/or visiting you throughout the process to keep you informed of the progress in processing your order.

For more information about COPsync and its suite of products and services, visit

We appreciate your business and look forward to serving your agency's needs. Please don't hesitate to call us with your questions or concerns as they arise.

The COPsync Customer Care Team

Agency Implementation Manager:

Wesley Harris, (214) 215-8072, wharris@copsync.com

Regional Sales Manager:

Patrick Hawthorne, (830) 660-6290, phawthorne@copsync.com



Index of Attachments

Attachment A -- COPsync Service Agreement

Attachment D -- Sole Source Letter

Attachment E -- Texas Counties with COPsync Presence

Attachment F -- COPsync Grant Letter



Quote

P.O. Box 802108
Dallas, Texas 75380-2108

Office: 972-865-6192
Fax: 972-201-9646

CUSTOMER:
Agency: Hidalgo County Constable Pct 4
Address: 2814 S Bus Hwy 281
Edinburg, TX 78539
Contact: Renan Ramirez
Phone: (956) 292-7010
Email: renan.ramirez@co.hidalgo.tx.us

SHIP EQUIPMENT TO:
Name: Same
Attention:
Address:

Quote #: 5006
Issue Date: 12/6/2012
Valid Thru: 2/4/2013

Sales Rep: Patrick Hawthorne
Sales Reg: 1

Phone:
SEND INVOICE TO:
Name: Same
Attention:
Address:

Sales Tax: Exempt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
15	---COPSYNC SOFTWARE--- COPsync Full Time Officer [12 mo. at \$99.95]	\$ 1,199.40	\$ 17,991.00
SPECIAL TERMS		SOFTWARE	\$ 17,991.00
		COPSYNC GRANT ***	\$ (9,900.00)
.....The COPsync Grant may be applied against COPsync services fees only.		GRAND TOTAL	\$ 8,091.00

Classify: Quote / Budget
Workbook: Hidalgo County Constable Pct 4_5006_Quote_Budget_2012 12 06.xls
Use File Name: Hidalgo County Constable Pct 4_5006_Quote_Budget_2012 12 06
Generated: 12/06/2012 at 09:28
Tool Version: Ver. 2012 07 25

674.25



1. **Invoicing & Payment.** COPsync, Inc. ("COPsync") may issue invoices upon the execution of this Services Agreement, and customer agrees to pay all invoices in U.S. dollars within 30 days of the date of invoice. By signing below Customer is agreeing to subscribe to the COPsync services and agreeing to purchase the hardware and other items stated on the face of this Services Agreement. Annual subscription and maintenance fees are to be paid at the beginning of each service year, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 60th day following the date of this Services Agreement or, if earlier, on the date the installation and training are completed and/or the services are initiated and made available to Customer. **Make all checks payable to:** COPsync, Inc., Attn: Accounts Receivable, P.O. Box 802018, Dallas, Texas. 75380-2108.
2. **Term.** This Services Agreement shall be for the period stated on the face of the Services Agreement. This Services Agreement cannot be cancelled or terminated before the expiration of the contract term indicated on the face of this Services Agreement except as provided in the attached Terms & Conditions.
3. **Installation.** COPsync shall provide, directly or through designated third-party service providers, installation services for the hardware being purchased by Customer and set-up and training (if stated on the face of the Services Agreement) in the use of the COPsync services. The Customer agrees to execute COPsync's acceptance forms upon completion of hardware installation and training, as applicable.
4. **Taxes.** Upon presentation of invoices by COPsync, Customer agrees to pay any tariffs, duties or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state and local sales, imposed use, value-added and personal property taxes (other than franchise and income taxes imposed on COPsync's net income).
5. **Title.** Title to the Service and Software is reserved to COPsync. Title to, and risk of loss, for Hardware provided under this Services Agreement passes to customer upon delivery.
6. **Interface.** The parties shall enter into a separate integration agreement if the COPsync™ database is to be integrated with Customer's existing record, court, jail management or computer aided dispatch (CAD) software systems to permit the exchange of data between these systems and the COPsync database.
7. **Sales and Use Tax.** The products and services provided under this Services Agreement are tax-exempt from Sales and Use Tax per Title 34, Part 1, Chapter 3, Rule 3.322, Exempt Organizations.
8. **TLETS Application.** If applicable, Customer is solely responsible for making application and securing approval of its TLETS ("Texas Law Enforcement Telecommunications System") application. Customer agrees to comply with the payment terms outlined in this Services Agreement regardless of whether or not the TLETS application has been approved.
9. **Number of Users:** COPsync agrees to provide the total number of user licenses, at the specified monthly pricing per user, for use of the Service and related Software as indicated on the face of this Services Agreement. Additionally, COPsync agrees to provide a maximum of five (5) user licenses for the COPsync Service at no charge to Customer for administrators and support staff.

COPsync, Inc

Signature: _____ **Print Name:** _____
Title: _____ **Date:** _____

Subscriber*

Signature: _____ **Print Name:** _____
Title: _____ **Date:** _____

*The person signing represents they are an authorized signatory.

Terms and Conditions

These Terms and Conditions describe the terms and conditions under which COPsync, Inc. ("COPsync" or "we") provides a subscription to you ("Subscriber" or "you") and your authorized users the service ("Service") to which you are subscribing as noted in the Services Agreement and related computer software ("Software")

1. **Subscription.** We grant you and your authorized users a nonexclusive subscription to use the executable form of the Software and related documentation files in connection with your subscription to and use of the Service. The fees for your use of the Software and the Service are specified in the Services Agreement to which these Terms and Conditions are attached.
2. **Term.** The initial term (the "Initial Term") of the Services Agreement shall be as stated in the Services Agreement, unless terminated sooner as provided herein. At the end of the Initial Term, the Services Agreement shall automatically renew for successive one year periods (the "Renewal Term") at our then-current prices, unless either you or we notifies the other in writing thirty days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Permitted Use Only.** The COPsync Service and the related Software may be used only by law enforcement officers, administrators and authorized support staff, in each case that are registered with us and for law enforcement purposes only. The COPsync 911 Service, COURTSync Service and the related Software may be used solely to communicate with the law enforcement officers that use the COPsync Service. The COPsync VidTac video system may be used only for law enforcement purposes. All other access is unauthorized and shall constitute a violation of these Terms and Conditions.
4. **Restrictions.** You may not (1) copy or duplicate any part of the Service or Software; (2) allow any unauthorized person or third party to use the Service or Software or any of the data or confidential information accessible through use of the Service or Software or transfer, publish, distribute, sell or sublicense the Service or Software or any portion thereof; or (3) allow more than one individual to share a unique identification/registration number to access the Service or Software, except in the case of the VidTac system multiple users of the evidence dashboards are permitted; (4) use the Service or Software in any fashion that infringes any of our copyrights, intellectual property rights, or proprietary or property rights.

Additionally you may not (5) use the Service or Software to develop your own law enforcement product or service (either electronic, print, or a combination, now existing or developed in the future); (6) sell, rent, license, distribute, transfer, or disclose the Software or Service or its contents; (7) copy, reproduce, manufacture, reverse engineer, disassemble, or reverse compile the software comprising the Service or Software, or disclose or distribute the design, structure, or operation of the Service or Software or part thereof to any person, corporation or other entity; (8) use any robot, bot, automated user, spider, site search/retrieval application, or other program or device to retrieve or index any portion of the Service or Software source code or content or collect information, or for any purpose; or (9) remove or obscure any of our copyright, patent, or other intellectual property notices.
5. **Title; Confidentiality.** Title, ownership rights, and intellectual property rights in and to the Software and Service shall remain with us. The Software and Service are protected by the copyright laws of the United States and international copyright treaties. To our knowledge, your use of the Software and Service will not infringe any third party patent.
6. **Grant-Back License.** You grant us a fully-paid up, non-revocable, worldwide, non-exclusive, and transferable (as permitted in Section 8) license to (a) allow users of the Service to access and view "background data" and "foreground" data in connection with their use of the Service; and (b) use publicly-available data, whether background or foreground, and "de-identified" data, whether background or foreground, for research and academic purposes and for any other lawful purpose, including licensing or other transfers for value to unaffiliated third parties. "Background data" is any of your data, including publicly-available data, that is uploaded to our data bases. "Foreground data" is any data, including publicly-available data, arising in connection with the use of the Software and Service by you and your users and that is captured in our data bases.

We claim no ownership rights in the background data or the foreground data. "De-identified" data is data that does not contain any information that could reasonably serve to identify any natural person or entity. The provisions of this Section shall survive the expiration or termination of the Services Agreement

- 7. Warranty Provisions.** We warrant that the Service and the Software will perform substantially as set forth in our published documentation. As our sole liability and your sole remedy for any breach of the foregoing warranty, we shall use commercially reasonable efforts to cause the Service and the Software to perform substantially in accordance with the published documentation and you shall give us a reasonable opportunity to do so. If we are unable to do so, you may terminate the Services Agreement upon 5 days written notice to us and we shall refund any pre-paid fees paid by you that relate to the period following the effective date of the termination. To the maximum extent permitted by applicable law, we expressly disclaim all warranties with respect to your use of the Software and Service.

Other than the warranty of title and the warranty provided in the first sentence of this section, the Software and the Services are provided "as is," "as available" without warranties of any kind, either express or implied including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement (subject to section 5) or non-interference. This limited warranty gives you specific legal rights. You may have others, which vary from state and jurisdiction. Some states and jurisdictions do not allow limitations with respect to implied warranties, so the above limitation may not apply.

- 8. Limitation of Liability.** To the maximum extent permitted by applicable law, neither you, on the one hand, nor we nor any of our contractors, suppliers, and other parties who may be associated with providing the Software or Service (a "Disclaiming Party"), on the other hand, will be liable to the other or any third party for any indirect, incidental, special, punitive, exemplary, or consequential damages of any kind arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Software or Service. Our aggregate liability to you arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Service or Software shall not exceed, for all causes of action that arose in a calendar year, the amounts you actually paid to us under this Agreement for such calendar year, unless otherwise specifically agreed in writing between the parties.

Our limits of liability apply regardless of the type of claim brought, including those for negligence. Some states and jurisdictions do not allow the exclusion or limitation of liability, so the above limitation may not apply to you

- 9. Termination.** We may terminate this Agreement upon written notice to you if you breach any of the terms hereof or other agreement between you and us. Upon termination, you agree to (i) discontinue use of Software and Service; (ii) remove the Software and Service from any servers upon which they have been installed; and (iii) destroy or return to us the Software and Service and any archived copies of the Software and Service, except as may be necessary for you to transfer data to yourself or a new software/service provider. You shall also have "read only" access to the data stored in our data bases relating to the Service for a period of 30 days after termination. Within 90 business days after termination, we shall provide you a copy of the foreground data stored in our data bases in a mutually agreed format.

- 10. General.** This Agreement represents the complete agreement between the parties concerning this subscription and service arrangement and supersedes all prior agreements and representations between us. The Services Agreement may only be amended by mutual written agreement. If any provision of these Terms and Conditions is held to be void and unenforceable, it will not affect the validity of the balance of these Terms and Conditions, which shall remain valid and enforceable according to its terms.

In any action to enforce the Services Agreement, the prevailing party shall be entitled to recover, in addition to other relief granted, reasonable attorneys' fees and expenses of litigation. We shall have the right to assign our rights and obligations hereunder to (a) any controlled subsidiary of ours, (b) any joint venture in which we are a participant, (c) any entity which is the survivor in a merger of COPsync with or into such other entity, or (d) any acquirer of all or substantially all of our assets. The Services Agreement shall be governed by the laws of the State of Texas (without regard to the conflicts of law provisions thereof) and applicable U.S. federal law.



Dear Hidalgo County Constable Pct 4

This is a letter to advise that we are the sole source provider of the COPsync™ law enforcement real-time, in-car information sharing, communication and data interoperability network. We hold all copyrights for the software and have pending patent applications covering elements of the functionality. The COPsync™ solution is unique, in part, because it provides all the following functionality in one consolidated software solution:

1. Real-time information sharing among all users at the point of incident – Data is gathered electronically at the point of incident, and is immediately available system wide. The COPsync network allows user agencies to exchange information from disparate record management systems through a common medium;
2. Instant access to all reports and citations among all users – All activity conducted on individuals, their associates, vehicles and locations is immediately available to all users;
3. Eliminates redundant data entry providing dividends in efficiency – Information captured from a driver's license scan or already resident in the system is populated across all forms automatically. Data collection and entry is standardized;
4. Multi-Jurisdictional Compatibility – Information sharing at the point of incident is available among users in all states;
5. GPS/AVL (Global Positioning/Auto Vehicle Locator) – The location, direction, speed and current activity of every user on the system is available to all COPsync network users;
6. Distance-Based Alerts – If a user enters the name, address, vehicle license plate, or associate of someone with a BOLO, the five nearest officers are automatically notified regardless of the agency;
7. Instant communication among all users – Any user on the system can be sent an instant message by selecting them on a list. The messaging is multi-jurisdictional and encrypted so it can only be monitored by COPsync users.
8. Map-Based Messaging – Messages can also be sent by clicking the receiving vehicle on the AVL map;
9. National, State and Local criminal database access – Criminal and vehicle history can be requested from the vehicle;
10. Vehicle Crash Reporting and Diagram Builder – All state forms and crash reports are generated electronically in COPsync, as well as the diagram;
11. e-Citation Utility – Tickets can be written in the system and are viewable by all users;



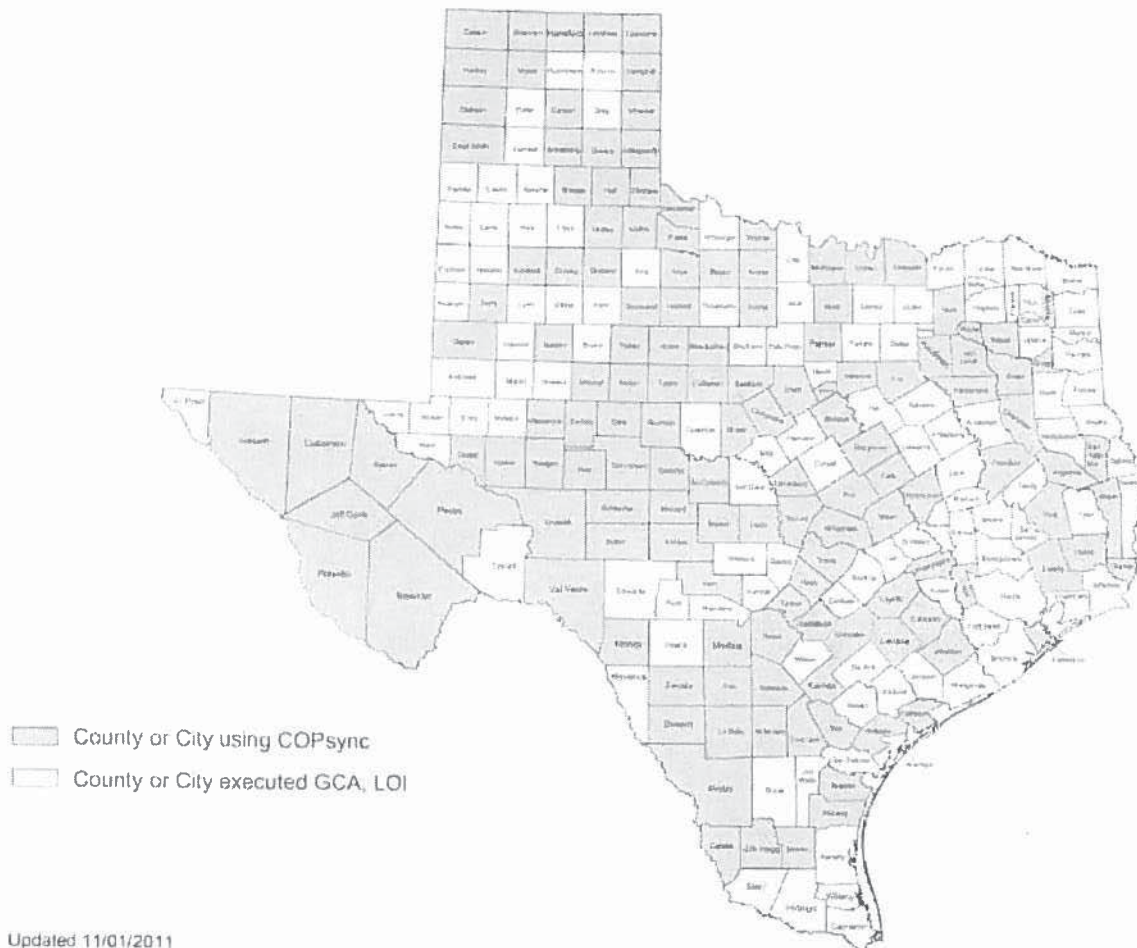
12. Law Reference Library – All relevant codes are loaded into the system and legislative updates are included, and can be searched by keyword, section or statute;
13. BOLO (Be On the Lookout) Database – Notices from Officer Safety Alerts to Missing Persons can be entered into the system. Officers making contact with a person, vehicle, location or associate of a person with a BOLO are immediately alerted;
14. Electronic Reporting including Driving While Intoxicated Utility – All reports can be completed electronically, in the field, and without redundant data entry. Forms like Booking Sheets, Complaint Forms, Towed Vehicle Inventories, and many others can be generated from the same centralized
15. COPsync Cache – Officers can continue to work seamlessly even in a disconnected state or in areas where they do not have a cellular signal.
16. Criminal Trespass Database – Officers can quickly and easily generate Criminal Trespass Warnings and print them in the field. They are then tracked in the database and available to all users;
17. No Technology Changes Required – COPsync can be used effectively without making changes to your current record, jail, or court management technology infrastructure. COPsync can also be interfaced with any record, jail, court, or computer-aided dispatch system;
18. GJXDM/NIEM Compliant – COPsync is compliant with the Global Justice XML and the National Information Exchange Model.

In summary, more than 200 law enforcement agencies in Texas, including the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE), have purchased COPsync on a sole-source basis.

If you have any questions relating to this topic please feel free to contact the COPsync customer support team between the hours of 8am – 5pm, Monday through Friday at 972-865-6192.

Very truly yours,

Ronald A. Woessner
Chief Executive Officer





December 5, 2012

Hidalgo County Constable Pct 4
2814 S Bus Hwy 281
Edinburg, TX 78539

Dear Renan Ramirez:

We understand that Hidalgo County Constable Pct 4 desires to join the COPsync information sharing network. I am writing this letter to inform you that COPsync is awarding Hidalgo County Constable Pct 4 a grant in order to enable it to join the network.

The amount of the grant is Nine Thousand Nine Hundred Dollars (\$9,900.00). This award is to be applied against the COPsync software licenses as stated in quote number 5006 and expires 60 days from the date of the quote.

Please contact your COPsync account executive if you have any questions about the quote or this COPsync grant.

We appreciate your business and look forward to having you as a member of the network!

Sincerely,

Barry W. Wilson
Chief Financial Officer

Tanya.Delira

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Friday, December 14, 2012 11:05 AM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; 'Tanya.Delira'
Subject: RE: Copsync

Marty,

I have reviewed the Copsync agreement and approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 13, 2012 2:02 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Darlene Betancourt'; 'Tanya.Delira'

SCORPION

SECURITY CONSULTANT

3605 Crisantema
Mission, TX 78573

scrpnsecurityconsultant@hotmail.com

Estimate

Date 11/5/2012

Estimate # 1191

CCTV Camera Systems and Home Entertainment

Name / Address

Hidalgo County Constable Pct. 4
Renan Ramirez
2814 S. Bus. Hwy. 281
Edinburg, Texas 78539

VISIT OUR WEBSITE TODAY!
www.sogops.com

LIC. NO. B16405

Description	Qty	Rate	Total
COPsync Full Time Officer	15	1,199.88	17,998.20T
Subtotal			\$17,998.20
Sales Tax (8.25%)			\$1,484.85
Total			\$19,483.05

Scorpion Security Consultant



Providing Tomorrow's Software . . . TODAY!

October 26, 2012

TO: Hidalgo County Constable Pct. 4
ATTN: Nayla Munoz

Edoc Technologies is a complete Criminal Justice Package Software for case management and records management.

Edoc Technologies does not offer the following requirements of Hidalgo County Constable's office:

*Multi-jurisdictional compatibility among users in all states;
GPS capability;
Distance Based Alerts capability;
Access to national, state and local criminal databases;
Access to the Be On the Lookout Database (BOLO) to generate notifications on the system
and alert other officers such as officer safety alerts to missing persons;*

No technology changes required – a system that can be used effectively without making changes to your current record, jail, or court management technology infrastructure. A system that can also be interfaced with any record, record, jail, court, or computer-aided dispatch system.

Edoc Technologies, Inc. integrates with CopSync and has features like Tyler Odyssey used by Hidalgo County, but does not have all the features of CopSync.

Shauna Brown
Edoc Technologies, Inc.

SOGOPS LLC

2008 S. Main
McAllen, TX 78503

Phone # 9562132008

jcruz@sogops.com

www.sogops.com

Estimate

Date	Estimate #
11/5/2012	35

Name / Address
Hidalgo County Constable Pct. 4 Renan Ramirez 2814 S. Bus. Hwy. 281 Edinburg, Texas 78539



		P.O. No.	Project
Description	Qty	Rate	Total
COPSYNC FULL TIME OFFICER LICENSE	14	959.40	13,431.60T
		Subtotal	\$13,431.60
		Sales Tax (0.0%)	\$0.00
		Total	\$13,431.60

**COPsync, Inc.****Quote**

P.O. Box 802108
Dallas, Texas 75380-2108

Office: 972-865-6192
Fax: 972-201-9646

CUSTOMER:

Agency: Hidalgo County Constable Pct 4
Address: 2814 S Bus Hwy 281
Edinburg, TX 78539
Contact: Renan Ramirez
Phone: (956) 292-7010
Email: renan.ramirez@co.hidalgo.tx.us

SHIP EQUIPMENT TO:

Name: Same
Attention:
Address:

Quote #: 5006
Issue Date: 12/6/2012
Valid Thru: 2/4/2013

Phone:

SEND INVOICE TO:

Name: Same
Attention:
Address:

Sales Tax: Exempt

Sales Rep: Patrick Hawthorne
Sales Reg: 1

Phone:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
15	---COPSYNC SOFTWARE--- COPsync Full Time Officer [12 mo. at \$99.95]	\$ 1,199.40	\$ 17,991.00
SPECIAL TERMS		SOFTWARE	\$ 17,991.00
.....The COPsync Discount may be applied against COPsync services fees only.		COPSYNC DISCOUNT ***	\$ (9,900.00)
		GRAND TOTAL	\$ 8,091.00

Classify: Quote / Budget
Workbook: Hidalgo County Constable Pct 4_5006_Quote_Budget_2012 12 06.xls
Use File Name: Hidalgo County Constable Pct 4_5006_Quote_Budget_2012 12 06
Generated: 12/06/2012 at 09:28
Tool Version: Ver. 2012 07 25



1. **Invoicing & Payment.** COPsync, Inc. ("COPsync") may issue invoices upon the execution of this Services Agreement, and customer agrees to pay all invoices in U.S. dollars within 30 days of the date of invoice. By signing below Customer is agreeing to subscribe to the COPsync services and agreeing to purchase the hardware and other items stated on the face of this Services Agreement. Annual subscription and maintenance fees are to be paid at the beginning of each service year, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 60th day following the date of this Services Agreement or, if earlier, on the date the installation and training are completed and/or the services are initiated and made available to Customer. **Make all checks payable to:** COPsync, Inc., Attn: Accounts Receivable, P.O. Box 802018, Dallas, Texas. 75380-2108.
2. **Term.** This Services Agreement shall be for the period stated on the face of the Services Agreement. This Services Agreement cannot be cancelled or terminated before the expiration of the contract term indicated on the face of this Services Agreement except as provided in the attached Terms & Conditions.
3. **Installation.** COPsync shall provide, directly or through designated third-party service providers, installation services for the hardware being purchased by Customer and set-up and training (if stated on the face of the Services Agreement) in the use of the COPsync services. The Customer agrees to execute COPsync's acceptance forms upon completion of hardware installation and training, as applicable.
4. **Taxes.** Upon presentation of invoices by COPsync, Customer agrees to pay any tariffs, duties or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state and local sales, imposed use, value-added and personal property taxes (other than franchise and income taxes imposed on COPsync's net income).
5. **Title.** Title to the Service and Software is reserved to COPsync. Title to, and risk of loss, for Hardware provided under this Services Agreement passes to customer upon delivery.
6. **Interface.** The parties shall enter into a separate integration agreement if the COPsync™ database is to be integrated with Customer's existing record, court, jail management or computer aided dispatch (CAD) software systems to permit the exchange of data between these systems and the COPsync database.
7. **Sales and Use Tax.** The products and services provided under this Services Agreement are tax-exempt from Sales and Use Tax per Title 34, Part 1, Chapter 3, Rule 3.322, Exempt Organizations.
8. **TLETS Application.** If applicable, Customer is solely responsible for making application and securing approval of its TLETS ("Texas Law Enforcement Telecommunications System") application. Customer agrees to comply with the payment terms outlined in this Services Agreement regardless of whether or not the TLETS application has been approved.
9. **Number of Users:** COPsync agrees to provide the total number of user licenses, at the specified monthly pricing per user, for use of the Service and related Software as indicated on the face of this Services Agreement. Additionally, COPsync agrees to provide a maximum of five (5) user licenses for the COPsync Service at no charge to Customer for administrators and support staff.

COPsync, Inc

Signature: _____
Title: _____

Print Name: _____
Date: _____

Subscriber*

Signature: _____
Title: _____

Print Name: _____
Date: _____

*The person signing represents they are an authorized signatory.

Terms and Conditions

These Terms and Conditions describe the terms and conditions under which COPsync, Inc. (“COPsync” or “we”) provides a subscription to you (“Subscriber” or “you”) and your authorized users the service (“Service”) to which you are subscribing as noted in the Services Agreement and related computer software (“Software”)

- 1. Subscription.** We grant you and your authorized users a nonexclusive subscription to use the executable form of the Software and related documentation files in connection with your subscription to and use of the Service. The fees for your use of the Software and the Service are specified in the Services Agreement to which these Terms and Conditions are attached.
- 2. Term.** The initial term (the “Initial Term”) of the Services Agreement shall be as stated in the Services Agreement, unless terminated sooner as provided herein. At the end of the Initial Term, the Services Agreement shall automatically renew for successive one year periods (the “Renewal Term”) at our then-current prices, unless either you or we notifies the other in writing thirty days prior to the end of the Initial Term or Renewal Term, as applicable.
- 3. Permitted Use Only.** The COPsync Service and the related Software may be used only by law enforcement officers, administrators and authorized support staff, in each case that are registered with us and for law enforcement purposes only. The COPsync 911 Service, COURTSync Service and the related Software may be used solely to communicate with the law enforcement officers that use the COPsync Service. The COPsync VidTac video system may be used only for law enforcement purposes. All other access is unauthorized and shall constitute a violation of these Terms and Conditions.
- 4. Restrictions.** You may not (1) copy or duplicate any part of the Service or Software; (2) allow any unauthorized person or third party to use the Service or Software or any of the data or confidential information accessible through use of the Service or Software or transfer, publish, distribute, sell or sublicense the Service or Software or any portion thereof; or (3) allow more than one individual to share a unique identification/registration number to access the Service or Software, except in the case of the VidTac system multiple users of the evidence dashboards are permitted; (4) use the Service or Software in any fashion that infringes any of our copyrights, intellectual property rights, or proprietary or property rights.

Additionally you may not (5) use the Service or Software to develop your own law enforcement product or service (either electronic, print, or a combination, now existing or developed in the future); (6) sell, rent, license, distribute, transfer, or disclose the Software or Service or its contents; (7) copy, reproduce, manufacture, reverse engineer, disassemble, or reverse compile the software comprising the Service or Software, or disclose or distribute the design, structure, or operation of the Service or Software or part thereof to any person, corporation or other entity; (8) use any robot, bot, automated user, spider, site search/retrieval application, or other program or device to retrieve or index any portion of the Service or Software source code or content or collect information, or for any purpose; or (9) remove or obscure any of our copyright, patent, or other intellectual property notices.
- 5. Title; Confidentiality.** Title, ownership rights, and intellectual property rights in and to the Software and Service shall remain with us. The Software and Service are protected by the copyright laws of the United States and international copyright treaties. To our knowledge, your use of the Software and Service will not infringe any third party patent.

- 6. Grant-Back License.** You grant us a fully-paid up, non-revocable, worldwide, non-exclusive, and transferable (as permitted in Section 8) license to (a) allow users of the Service to access and view “background data” and “foreground” data in connection with their use of the Service; and (b) use publicly-available data, whether background or foreground, and “de-identified” data, whether background or foreground, for research and academic purposes and for any other lawful purpose, including licensing or other transfers for value to unaffiliated third parties. “Background data” is any of your data, including publicly-available data, that is uploaded to our data bases. “Foreground data” is any data, including publicly-available data, arising in connection with the use of the Software and Service by you and your users and that is captured in our data bases.

We claim no ownership rights in the background data or the foreground data. “De-identified” data is data that does not contain any information that could reasonably serve to identify any natural person or entity. The provisions of this Section shall survive the expiration or termination of the Services Agreement

- 7. Warranty Provisions.** We warrant that the Service and the Software will perform substantially as set forth in our published documentation. As our sole liability and your sole remedy for any breach of the foregoing warranty, we shall use commercially reasonable efforts to cause the Service and the Software to perform substantially in accordance with the published documentation and you shall give us a reasonable opportunity to do so. If we are unable to do so, you may terminate the Services Agreement upon 5 days written notice to us and we shall refund any pre-paid fees paid by you that relate to the period following the effective date of the termination. To the maximum extent permitted by applicable law, we expressly disclaim all warranties with respect to your use of the Software and Service.

Other than the warranty of title and the warranty provided in the first sentence of this section, the Software and the Services are provided “as is,” “as available” without warranties of any kind, either express or implied including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement (subject to section 5) or non-interference. This limited warranty gives you specific legal rights. You may have others, which vary from state and jurisdiction. Some states and jurisdictions do not allow limitations with respect to implied warranties, so the above limitation may not apply.

- 8. Limitation of Liability.** To the maximum extent permitted by applicable law, neither you, on the one hand, nor we nor any of our contractors, suppliers, and other parties who may be associated with providing the Software or Service (a “Disclaiming Party”), on the other hand, will be liable to the other or any third party for any indirect, incidental, special, punitive, exemplary, or consequential damages of any kind arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party’s provision, of the Software or Service. Our aggregate liability to you arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party’s provision, of the Service or Software shall not exceed, for all causes of action that arose in a calendar year, the amounts you actually paid to us under this Agreement for such calendar year, unless otherwise specifically agreed in writing between the parties.

Our limits of liability apply regardless of the type of claim brought, including those for negligence. Some states and jurisdictions do not allow the exclusion or limitation of liability, so the above limitation may not apply to you

- 9. Termination.** We may terminate this Agreement upon written notice to you if you breach any of the terms hereof or other agreement between you and us. Upon termination, you agree to (i) discontinue use of Software and Service; (ii) remove the Software and Service from any servers upon which they have been installed; and (iii) destroy or return to us the Software and Service and any archived copies of the Software and Service, except as may be necessary for you to transfer data to yourself or a new software/service provider. You shall also have “read only” access to the data stored in our data bases relating to the Service for a period of 30 days after termination. Within 90 business days after termination, we shall provide you a copy of the foreground data stored in our data bases in a mutually agreed format.

- 10. General.** This Agreement represents the complete agreement between the parties concerning this subscription and service arrangement and supersedes all prior agreements and representations between us. The Services Agreement may only be amended by mutual written agreement. If any provision of these Terms and Conditions is held to be void and unenforceable, it will not affect the validity of the balance of these Terms and Conditions, which shall remain valid and enforceable according to its terms.



In any action to enforce the Services Agreement, the prevailing party shall be entitled to recover, in addition to other relief granted, reasonable attorneys' fees and expenses of litigation. We shall have the right to assign our rights and obligations hereunder to (a) any controlled subsidiary of ours, (b) any joint venture in which we are a participant, (c) any entity which is the survivor in a merger of COPsync with or into such other entity, or (d) any acquirer of all or substantially all of our assets. The Services Agreement shall be governed by the laws of the State of Texas (without regard to the conflicts of law provisions thereof) and applicable U.S. federal law.