AI-38211 **2. A.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1284-421-00-280-047-5-xxx

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

BUDGETARY IMPACT:

Funds are available as of 4/17/13

No local match is required.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/15/2013 11:01 AM
Budget & Management	Angela Garcia	04/16/2013 02:32 PM
Emilia Uriegas	Emilia Uriegas	04/15/2013 11:01 AM
Budget & Management	Angela Garcia	04/16/2013 02:32 PM
Auditor's Office		

Form Started By: Maria Del Rosario Gonzalez Started On: 04/12/2013 10:11 AM

DATE: **4/12/13**

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **Stonegarden FY2012**

ACCOUNT NUMBER: **3-1284-421-00-280-047-5-XXX**

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1284-421-00-280-047-5-	741- Vehicles	➔	3-1284-421-00-280-047-5-	748-Other equipment	22,558.00
					$22,558.00

REASON: To reallocate monies for equipment within grant.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

AI-38298 **2. B.**

CC CONSENT

Meeting Date: 04/23/2013

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

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct. #1 CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-466-00-121-050-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 4/19/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/18/2013 04:29 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Katia Garcia Started On: 04/18/2013 10:51 AM

Final Approval Date: 04/19/2013

DATE: April 16, 2013

2013
Transfer

AI-38298

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

DEPARTMENT NAME: Hidalgo County Precinct No. 1
CRC

ACCOUNT NUMBER: 3-1100-466-00-121-050-0-XXX

Contact Person: Katia Garcia **Ph#:** (956) 968-8733 Ext. 1022

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
679	OTHER R&M SUPPLIES	671	BLDGS & OTHER STRUC R&M SUPPLIES	$400.00

AI-38127 **2. C.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2013 - Hidalgo County Clerks (1238)

BACKGROUND

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/10/2013 08:34 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM
Form Started By: Rene Perez		Started On: 04/09/2013 03:56 PM

Final Approval Date: 04/19/2013

COUNTY OF HIDALGO

ARTURO GUAJARDO, JR. - COUNTY CLERK

DATE: 4/8/2013

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 3-1238-415-40-180-004-0-

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	CC County Rec MGMT - Other	679	OTHER R&M SUPPLIES	$ 300.00
890	CC County Rec MGMT - Other	619	OTHER MISC SUPPLIES	$ 1,250.00
890	CC County Rec MGMT - Other	671	BLDG&OTHR STRUC R&M SUPPL	$ 800.00
890	CC County Rec MGMT - Other	431	BLDG&OTHR STRUC R&M SRV	$ 2,700.00
			TOTAL	$5,050.00

REASON: To pay for upcoming expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 / 100 N. Closner, Edinburg, Texas, 78540
956.318.2100 ~ fax 956.318.2105
www.hidalgocountyclerk.us

AI-38077 **2. D.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

2013 - County Auditor's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-21-170-001-0-xxx

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

BUDGETARY IMPACT:

Available balance as of 4-8-2013.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/05/2013 12:54 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Maria Medina Started On: 04/05/2013 10:39 AM

Final Approval Date: 04/19/2013

DATE: April 4, 2013

2013
Transfer

DEPARTMENT HEAD: RAY EUFRACIO, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: Hidalgo County Auditor's Office

ACCOUNT NUMBER: 3-1100-415-21-170-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	Office and computer supplies	619	Other miscellaneous supplies	$34.24
			TOTAL	$34.24

REASON: ***Transfer needed to purchase a handheld vacuum cleaner for administrative assistant area.***

DEPARTMENT HEAD SIGNATURE

4/5/13
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38322 **2. E.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Nereida Garza Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

2013 - Human Resources (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-50-190-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/19/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/19/2013 10:19 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Angela Garcia Started On: 04/19/2013 10:05 AM

Final Approval Date: 04/19/2013

DATE: April 18, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Human Resources

ACCOUNT NUMBER: 3-1100-415-50-190-002-0-xxx

Contact Person: ANGELA GARCIA **Ph#:** (956) 292-7025 Ext. 5401

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
432	Equip. & Vehicles -R&M Services	532	Wireless Devices	600.00

AI-38270 **2. F.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2013 - I. T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-00-200-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/8/13.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/17/2013 11:20 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Edna Kirby Started On: 04/17/2013 10:30 AM

Final Approval Date: 04/19/2013

DATE: April 23, 2013

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 3-1100-415-00-200-002-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
336	IT COUNTYWIDE-COMPUTER SERVICES	334	IT COUNTYWIDE-ARCH & ENG SRV	$16,308.00
745	IT COUNTYWIDE-COMPUTER EQUIP.	534	IT COUNTYWIDE-INTERNET	$65,735.04
			TOTAL	**$82,043.04**

REASON: **Cover expenses for the electrical assessment and to cover expenses for phase 3 & 4.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-38305 **2. G.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Leticia Silva Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: CHILD PROTECTION COURT

Information

CAPTION

2013 - Child Protection Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-055-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/19/13.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/18/2013 04:30 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Angela Garcia Started On: 04/18/2013 03:41 PM

Final Approval Date: 04/19/2013

DATE: April 18, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Child Protection Court

ACCOUNT NUMBER: 3-1100-412-00-055-001-0-xxx

Contact Person: ANGELA GARCIA **Ph#:** (956) 292-7025 Ext. 5401

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
780	capital leases	743	office furniture & equip.	1,500.00
339	other prof services	743	office furniture & equip.	1,500.00

AI-38297 **2. H.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Noe Martinez Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: COUNTY COURT #7

Information

CAPTION

2013 - County Court at Law #7 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-027-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 04/19/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/18/2013 10:29 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Sylvia Solis Started On: 04/18/2013 09:30 AM

Final Approval Date: 04/19/2013

DATE: April 18, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court at Law #7

ACCOUNT NUMBER: 3-1100-412-00-027-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	532	WIRELESS DEVICES	500.00

AI-38155 **2. I.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Jail (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/17/13.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/10/2013 03:21 PM
Budget & Management	Angela Garcia	04/16/2013 02:32 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Virginia Rodriguez Started On: 04/10/2013 02:55 PM

Final Approval Date: 04/19/2013

DATE: 4/22/2013

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 3-1100-423-21-280-002-0-xxx

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-423-21-280-002-0-	604-MEDICAL & LABORATORY SUPPLIES	3-1100-423-21-280-002-0-	811-LICENSES AND PERMITS	500.00

AI-38160 **2. J.**

CC CONSENT

Meeting Date: 04/23/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-441-00-340-003-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/11/13.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/10/2013 04:27 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Mike Escaname Started On: 04/10/2013 03:50 PM

Final Approval Date: 04/19/2013

Date: April 10, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 3-1100-441-00-340-003-0 CLINICS
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
3-1100-441-00-340-003-0-601	HEALTH CLINICS-OFFICE & COMPUTER SUPPL	3-1100-441-00-340-003-0-661	HEALTH CLINICS-MINOR OFFICE FURN & EQUIP	$ 1,000.00
3-1100-441-00-340-003-0-601	HEALTH CLINICS-OFFICE & COMPUTER SUPPL	3-1100-441-00-340-003-0-664	HEALTH CLINICS-OTHER MINOR EQUIPMENT	$ 500.00
3-1100-441-00-340-003-0-601	HEALTH CLINICS-OFFICE & COMPUTER SUPPL	3-1100-441-00-340-003-0-619	HEALTH CLINICS-OTHER MISC SUPPLIES	$ 1,500.00
3-1100-441-00-340-003-0-601	HEALTH CLINICS-OFFICE & COMPUTER SUPPL	3-1100-441-00-340-003-0-439	HEALTH CLINICS-REPAIR & MAINTENANCE SERVICES - OTHER	$100.00
			Amount	$ 3,100.00

Revenue Account
Amount Requested: $ 3,100.00

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-38131 **2. K.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Judge Rosa E. Trevino Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - J.P. Pct 2, Place 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-064-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/10/13.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/10/2013 08:38 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Ana Galvan Started On: 04/09/2013 04:30 PM

Final Approval Date: 04/19/2013

DATE: April 05, 2013

DEPARTMENT HEAD: Rosa E. Treviño

DEPARTMENT NAME: JP PCT. 2 PL 2

ACCOUNT NUMBER: 1100-442-00-004-001-0

Contact Person: Rachel Buendo Ph#: (956) 787-1986

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		AMOUNT
441	LAND & BLDG. RENTALS	431	Repair + Maintenance Svcs Buildings + other structures	450.00
			TOTAL	450.00

REASON: Need to purchase blinds for the court Room, and have them Installed

DEPARTMENT HEAD SIGNATURE

04/09/2013
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38129 **2. L.**

CC CONSENT

Meeting Date: 04/23/2013

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

Department: ELECTIONS DEPT.

Information

CAPTION

2013 - Elections Department (1100)

BACKGROUND

2013 LIT

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-414-00-130-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/10/13.

Attachments

LIT 4-9-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/10/2013 08:35 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM
Form Started By: Rosie Diaz		Started On: 04/09/2013 04:13 PM

Final Approval Date: 04/19/2013

DATE: April 9, 2013

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 3-1100-414-00-130-001-0-XXX

Contact Person: Rosie Diaz **Ph#:** (956) 318-2570 Ext. 5715

2013
Transfer

AI- 38129

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
601	Elections Dept-Office & Computer Suppl	661	Elections Dept- Minor Office Furn & Equip	$2,000.00
			TOTAL	$2,000.00

REASON:

Transfer to pay bill.

_____ / / _____

Approved by **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-38124 **2. M.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Rene Guerra, Criminal District Attorney

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

2013 - District Attorney's Office / HIDTA US Justice Funds (1254)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1254-412-00-270-014-0-xxx

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

BUDGETARY IMPACT:

Funding available as of 4/10/13.

Attachments

Transfers #2 & #3 Combined

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/10/2013 08:33 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Nelda Olivarez Started On: 04/09/2013 02:51 PM

Final Approval Date: 04/19/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: April 4, 2013

DEPARTMENT HEAD: RENE GUERRA

DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE

ACCOUNT NUMBER: 3-1254-412-00-270-014-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
342	Info & Credit Svcs	336	Computer Services	$ 3,300.00
532	Wireless Devices	442	Equip & Vehicle Rentals	$ 5,000.00
			TOTAL	**$ 8,300.00**

REASON:

TO FUND UNANTICIPATED EXPENDITURES

Dora Munoz
H.I.D.T.A. Task Force Commander

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-38096 **2. N.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2013 - Purchasing (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-18-160-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 3/9/13.

Attachments

line item

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/09/2013 08:27 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Nielda Cavazos Started On: 04/08/2013 10:35 AM

Final Approval Date: 04/19/2013

DATE: **April 8, 2013**

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

DEPARTMENT NAME: **Purchasing**

ACCOUNT NUMBER: **3-1100-415-18-160-001-0-xxx**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
743	office furniture and equipemnt	583	travel out of county	**$2,200.00**
743	office furniture and equipemnt	584	registration fees	**$1,000.00**
			TOTAL	**$3,200.00**

REASON: **out of county travel**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-38104 **2. O.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2013 - I. T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-00-200-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/22/13.

Attachments

revised transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/09/2013 08:29 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Edna Kirby Started On: 04/08/2013 02:32 PM

Final Approval Date: 04/19/2013

DATE: April 23, 2013

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 3-1100-415-00-200-002-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
431	R&M Services - Bldgs & other structures	613	IT COUNTYWIDE-SAFTEY SUPPLIES	$490.25
			TOTAL	$490.25

REASON: **Cover expenses for Netbotz Rack Monitor project**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-38061 **2. P.**

CC CONSENT

Meeting Date: 04/23/2013

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

Department: WIC

Information

CAPTION

2013 - WIC (1292)

BACKGROUND

L/T

3.1292.441.00.350.001.3.xxx

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1292-441-00-350-001-3-xxx

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

BUDGETARY IMPACT:

Funding available as of 4/8/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/04/2013 02:39 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Margarita Gonzalez Started On: 04/04/2013 01:40 PM

Final Approval Date: 04/19/2013

DATE:	04/04/13
WIC DIRECTOR:	NORMA LONGORIA
DEPARTMENT NAME:	HIDALGO COUNTY WIC PROGRAM
ACCOUNT NUMBER:	3.1292.441.00.350.001.3.xxx WIC
SUBJECT:	BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO			
ACCOUNT NUMBER	Account Name		ACCOUNT NO.(S)		ACCOUNT NAME	AMOUNT
3.1292.441.00.350.001.3	441	Land & Building Rentals	→ 3.1292.441.00.350.001.3	720	Buildings	9,000.00
					Total:	9,000.00

To encumber cost for the Building & Renovations for the Edinburg WIC Clinic for FY 2013 Grant.

AI-38095 **2. Q.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted By: Eric Pacheco, 449TH DISTRICT COURT

Department: 449TH DISTRICT COURT

Information

CAPTION

2013 - 449th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-011-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/9/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/09/2013 08:27 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Eric Pacheco Started On: 04/08/2013 10:30 AM

Final Approval Date: 04/19/2013

DATE: April 9, 2013

DEPARTMENT HEAD: Regina Moreno

DEPARTMENT NAME: 449th District Court

ACCOUNT NUMBER: 3-1100-412-00-011-001-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
442	EQUIPMENT& VEHICLE RENTAL	583	TRAVEL OUT OF COUNTY	3,667.50
529	SURETY AND NOTARY BONDS	855	LATE FEES, PENALTIES, & FINACE	$30.00
890	OTHER	531	TELEPHONE	30.00
			TOTAL	$3,727.50

REASON: FUNDS NEEDED TO COVER JUDGES OUT OF COUNTY TRAVEL.
FUNDS NEEDED TO COVER LATE FEES, PENALTIES AND FINACE CHARGES.
FUNDS NEEDED TO COVER LONG DISTANCE FEES FOR AT&T.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-38097 **2. R.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Judge Israel Ramon, 430th D.C. Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-010-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/9/13.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/09/2013 08:28 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Ana Galvan Started On: 04/08/2013 10:52 AM

Final Approval Date: 04/19/2013

INTRADEPARTMENTAL TRANSFER

DATE: April 5, 2013

DEPARTMENT HEAD: Sergio Cruz

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

ACCOUNT NUMBER: 3-1100-412-00-010-001-0-XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
890	Other	529	Surety & Notary Bonds	200.00
890	Other	607	Household & Janitorial Supplies	500.00
			TOTAL	700.00

REASON: Monies are needed to pay notary bond and to order supplies.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38057 **2. S.**

CC CONSENT

Meeting Date: 04/23/2013

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. #: 3-1293-441-00-340-047-3-XXX

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

BUDGETARY IMPACT:

Funds available as of 4/8/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/04/2013 12:36 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Mike Escaname Started On: 04/04/2013 12:06 PM

Final Approval Date: 04/19/2013

Date: April 4, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-047-3-xxx
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1293-441-00-340-047-3-619	PPCPS-BDS-OTHER MISC SUPPLIES	3-1293-441-00-340-047-3-603	PPCPS-BDS-EDUCATIONAL/INSTRUCTIONAL SUPPLIES	$250.00
3-1293-441-00-340-047-3-619	PPCPS-BDS-OTHER MISC SUPPLIES	3-1293-441-00-340-047-3-613	PPCPS-BDS-SAFETY SUPPLIES	$800.00
			Amount	$ 1,050.00

Revenue Account
Amount Requested: $ 1,050.00

Reason: Line item transfer needed to fund anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-38137 **2. T.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Pct #1 Submitted By: Obdett Calzada, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Pct. 1 Drainage Improvements CO2009 (1339)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1339-431-00-121-052-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/11/2013.

Attachments

lit CO2009 (1339)

Form Review

Inbox	Reviewed By	Date
Obdett Calzada (Originator)	Obdett Calzada	04/10/2013 02:09 PM
Budget & Management	Angela Garcia	04/10/2013 03:41 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Obdett Calzada Started On: 04/10/2013 11:11 AM

Final Approval Date: 04/19/2013

DATE: April 23, 2013

2013
Transfer

AI- 38137

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management For Precinct 1 C.O. 2009

ACCOUNT NUMBER: 3-1339-431-00-121-052-0-XXX

Contact Person: Obdett Calzada **Ph#:** (956) 292-7025 Ext. 5726

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
748	CO2009-PCT1 DRAIN IMPRV- OTHER EQUIP	731	CO2009-PCT1 DRAIN IMPRV- ROADS	414.32

AI-38299 **2. U.**

CC CONSENT

Meeting Date: 04/23/2013

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

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct.1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-432-00-121-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/19/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/18/2013 04:34 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Katia Garcia Started On: 04/18/2013 10:58 AM

Final Approval Date: 04/19/2013

DATE: April 18, 2013

2013
Transfer

AI-38299

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

DEPARTMENT NAME: Hidalgo County Precinct No. 1 Sanitation

ACCOUNT NUMBER: 3-1100-432-00-121-001-0-XXX

Contact Person: Katia Garcia **Ph#:** (956) 968-8733 Ext. 1022

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	OFFICE & COMPUTER SUPPLIES	672	EQUIP & VEH R&M SUPPLIES	$1,000.00
613	SAFETY SUPPLIES	672	EQUIP & VEH R&M SUPPLIES	$1,000.00
665	MINOR COMPUTER EQUIPMENT	672	EQUIP & VEH R&M SUPPLIES	$500.00
			TOTAL	$2,500.00

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-38219 **2. V.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

2013 - Pct. #2 CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-466-00-122-082-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 4/15/13.

Attachments

revised transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/12/2013 04:01 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Marcie Jackson Started On: 04/12/2013 12:07 PM

Final Approval Date: 04/19/2013

DATE: April 12, 2013

2013
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Hidalgo County Precinct No.2 Pct.2 CRC ST (1100)

ACCOUNT NUMBER: 3-1100-466-00-122-082-0-XXX

AI-38219 04/30/13

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
671	PCT2 CRC (S.TOWER)-BLDG & OTHR STRUC R&M	581	PCT2 CRC (S.TOWER)-TRAVEL IN COUNTY	$500.00
671	PCT2 CRC (S.TOWER)-BLDG & OTHR STRUC R&M	583	PCT2 CRC (S.TOWER)-TRAVEL OUT OF COUNTY	$500.00
890	PCT2 CRC (S.TOWER)-OTHER	584	PCT2 CRC (S.TOWER)-REGISTRATION FEES	$300.00
890	PCT2 CRC (S.TOWER)-OTHER	601	PCT2 CRC (S.TOWER)-OFFICE & COMPUTER SUPP	$1,000.00
			TOTAL	2,300.00

REASON:
Transfer is needed to fund future expenditures for travel and office supplies.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38169 **2. W.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Precinct No.2 Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Precinct No. 2 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-452-00-122-008-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 04/11/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/11/2013 08:35 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Rolando Garcia Started On: 04/10/2013 04:27 PM

Final Approval Date: 04/19/2013

DATE: April 10, 2013

2013
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Pct 2 Parks (1100)

ACCOUNT NUMBER: 3-1100-452-00-122-008-0-xxx

AI- 04/23/13

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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
719	PCT2 PARKS-LAND	739	PCT2 PARKS-OTHER STRUCTURES	$19,100.00
719	PCT2 PARKS-LAND	731	PCT2 PARKS-ROADS	$8,000.00

AI-38118 **2. X.**

CC CONSENT

Meeting Date: 04/23/2013

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

Department: COMM. PCT. #3

Information

CAPTION

2013 - Pct #3 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-123-004-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/9/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/09/2013 03:54 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Norma Ceballos Started On: 04/09/2013 10:16 AM

Final Approval Date: 04/19/2013

INTRA-DEPARTMENTAL TRANSFER

DATE: 04/09/13

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 3-1200-431-00-123-004-0-XXX

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

SUBJECT: Intra-departmental Transfer

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	Pct #3 Adm. - Other	532	Pct #3 Adm. - Wireless devices	$ 10.00
890	Pct #3 Adm. - Other	607	Pct #3 Adm. - Hsehld & Janitorial Sup	$ 200.00
			TOTAL	**$ 210.00**

REASON: Expected expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38301 **2. Y.**

CC CONSENT

Meeting Date: 04/23/2013

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?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 04/19/13.

719 --> 432 $5,000.00

719 --> 607 $500.00

Attachments

Rd Maint- LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/18/2013 04:33 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Veronica Lopez Started On: 04/18/2013 02:27 PM

Final Approval Date: 04/19/2013

DATE: April 22, 2013

DEPARTMENT HEAD: Joseph Palacios

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

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

2012

Intradepartmental Transfer

AI-38301

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
719	Pct 4 Rd Maint- Land	432	Pct 4 Rd Maint- Equip & Veh R&M SRV	$5,000.00
719	Pct 4 Rd Maint- Land	607	Pct 4 Rd Maint- Hsehld & Janitorial Suppl	$500.00
			TOTAL	**$5,500.00**

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

_____ ____/____/____

DEPARTMENT HEAD SIGNATURE **DATE**

_____ _____

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-38325 **2. Z.**

CC CONSENT

Meeting Date: 04/23/2013

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. #4 Motor Pool CO10A&B (1342)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-124-126-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 04/19/13.

3-1342-431-00-124-126-0-720 --> 3-1342-431-00-124-126-0-739 $188,333.40

Attachments

Motor Pool LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/19/2013 01:52 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Veronica Lopez Started On: 04/19/2013 01:28 PM

Final Approval Date: 04/19/2013

DATE: April 22, 2013

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
Motor Pool Project

ACCOUNT NUMBER: 3-1342-431-00-124-126-0-720

2013
Intradepartmental Transfer

AI-38325

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
720	CO2010A&B-Pct4 New Motor Pool-M Rd Bld	739	CO2010A&B-Pct4 New Motor Pool- Other Structures	$188,333.40
			TOTAL	**$188,333.40**

REASON:
Transfer needed for Motor Pool Project.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38072 **3. A.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Damaris San Miguel Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Human Services (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm - Contingency to Human Services in the amount of $5,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-4XX-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available, pending approval of transfer to Co. Wide Adm - Contingency, refer to CC meeting 4/9/13 AI- 37969.

Funds available as of 4/11/2013.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	04/05/2013 09:30 AM
Budget & Management	Angela Garcia	04/05/2013 09:55 AM
Obdett Calzada	Obdett Calzada	04/11/2013 09:36 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Merlen P. Munoz Started On: 04/05/2013 09:11 AM

Final Approval Date: 04/19/2013

DATE: April 4, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2013
Transfer

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

ACCOUNT NUMBER: 3-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Merlen Munoz **PHONE:** (956) 292-7025 Ext. 5403

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	(5,000.00)
TO		
3-1100-444-00-240-001-0- 531	HUMAN SERVICES TELEPHONE	5,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: Interdepartmental transfer to fund telephone expenses through June 2013.

DEPARTMENT HEAD SIGNATURE

_____ / _____ / _____

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

AI-38100 **3. B.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Pct #1 Submitted By: Obdett Calzada, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct#1 CO's 2006 (1336):
Approval of 2013 interdepartmental transfer within Certificate of Obligations Series 2006 from various programs to program (041) in the total amount of $67,628.36.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1336-431-00-121-0xx-0-xxx

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

BUDGETARY IMPACT:

3-1336-431-00-121-049-0-841 available funds as of 4/10/2013.
3-1336-431-00-121-076-0-731 available funds as of 4/10/2013.
3-1336-419-00-121-021-0-739 available funds as of 4/10/2013.

Attachments

CO's 2006 (1336)

Form Review

Inbox	Reviewed By	Date
Obdett Calzada (Originator)	Obdett Calzada	04/10/2013 02:06 PM
Budget & Management	Angela Garcia	04/10/2013 03:40 PM
Manuel Chapa	Manuel Chapa	04/11/2013 09:34 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Obdett Calzada Started On: 04/08/2013 01:22 PM

Final Approval Date: 04/19/2013

DATE: April 23, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2013
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Precinct No. 1 C.O. 2006

ACCOUNT NUMBER: 3-1336-431-00-121-0XX-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5726

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				
3-1336-431-00-121-049-0	841	CO2006-PCT1 FM493(M10N-SH107)-	AID GOVT	(1,050.00)
3-1336-431-00-121-076-0	731	CO2006-PCT1 M10N (M4W-E1215') WIDEN-	ROAD	(60,000.00)
3-1336-419-00-121-021-0	739	CO2006-PCT1-OTHER STRUCTURES		(6,578.36)
TO				
3-1336-431-00-121-041-0	731	CO2006-PCT1-	ROADS	67,628.36
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Combining balances into one general account to eliminate small balances in different programs.

DEPARTMENT HEAD SIGNATURE

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

AI-38108 **3. C.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Pct #1 Submitted By: Obdett Calzada, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct#1 CO's 2010A&B (1342):
Approval of 2013 interdepartmental transfer within Certificate of Obligations Series 2010A&B from various programs to program 041 in the total amount of $182,132.16.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-121-0xx-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/10/2013.

See attached expenditure report.

Attachments

CO's 2010A&B (1342)

CO's 2010A&B (1342) Exp. Report

Form Review

Inbox	Reviewed By	Date
Obdett Calzada (Originator)	Obdett Calzada	04/10/2013 02:06 PM
Budget & Management	Angela Garcia	04/10/2013 03:43 PM
Manuel Chapa	Manuel Chapa	04/11/2013 04:16 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Obdett Calzada Started On: 04/08/2013 03:25 PM

Final Approval Date: 04/19/2013

DATE: April 23, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2013
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Precinct 1 C.O. 2010A&B

AI- 38108

ACCOUNT NUMBER: 3-1342-431-00-121-0XX-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5726

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				
3-1342-431-00-121-085-0	711	CO2010A&B-PCT1 MILE17N(FM88-FM1015)-	ROW	(68,832.38)
3-1342-431-00-121-085-0	731	CO2010A&B-PCT1 MILE17N(FM88-FM1015)-	ROAD	(78,800.56)
3-1342-431-00-121-086-0	731	CO2010A&B-PCT1 PLEASANTVIEW(S.11-34)-	RD	(16,663.80)
3-1342-431-00-121-094-0	733	CO2010A&B-PCT1 COL LUCERO DEL NORTE-	DRAINAGE	(5,000.00)
3-1342-431-00-121-099-0	731	CO2010A&B-PCT1 VALDEZ(ARMANDO-DITCH)-	RD	(759.42)
3-1342-431-00-121-101-0	731	CO2010A&B-PCT1MINNESOTA(GOOLIE-DILLO)	RD	(5,516.00)
3-1342-431-00-121-104-0	731	CO2010A&B-PCT1 MILE 2E (BUS83-M6N)-	ROAD	(6,560.00)
TO				
3-1342-431-00-121-041-0	731	CO2010A&B- PCT1 ROADS-	ROADS	182,132.16
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **Combining balances into one general account to eliminate small balances in different programs.**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-38105 **3. D.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Pct #1 Submitted By: Obdett Calzada, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct #1 CO's 2009 (1339):
Approval of interdepartmental transfer within Certificate of Obligation Series 2009 from various programs to program 052 in the total amount of $23,488.94.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1339-431-00-121-0xx-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/10/2013.

See attached expenditure report.

Attachments

Exp. Report
revised transfer

Form Review

Inbox	Reviewed By	Date
Obdett Calzada (Originator)	Obdett Calzada	04/10/2013 02:06 PM
Budget & Management	Angela Garcia	04/10/2013 03:40 PM
Manuel Chapa	Manuel Chapa	04/11/2013 04:04 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Obdett Calzada Started On: 04/08/2013 02:34 PM

Final Approval Date: 04/19/2013

DATE: April 23, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2013
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Precinct 1 C.O. 2009

AI- 38105

ACCOUNT NUMBER: 3-1339-431-00-121-0XX-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5726

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				
3-1339-431-00-121-053-0	841	CO2009-PCT1 FM493(US281-BUS83)-	AID GVT	(1,250.00)
3-1339-431-00-121-055-0	733	CO2009-PCT1 W M4W(M12N-M13½N)-	DRAINAGE	(38.36)
3-1339-431-00-121-057-0	719	CO2009-PCT1 POND(M21N & M5½W)-	LAND	(100.00)
3-1339-431-00-121-062-0	733	CO2009-PCT1 OLIVARES#2 & CHAPA#2-	DRAINAGE	(6,581.25)
3-1339-431-00-121-064-0	733	CO2009-PCT1 E M4W(M12N-M13½N)-	DRAINAGE	(9,533.75)
3-1339-431-00-121-088-0	733	CO2009-PCT1-LA VILLA DRAIN-	DRAINAGE	(3,761.66)
3-1339-431-00-121-089-0	733	CO2009-PCT1-WESLACO DRAIN-	DRAINAGE	(730.07)
3-1339-431-00-121-090-0	733	CO2009-PCT1-IBWC FLOODWAY-	DRAINAGE	(840.74)
3-1339-431-00-121-091-0	733	CO2009-PCT1-MERCEDES LATERAL-	DRAINAGE	(137.45)
3-1339-431-00-121-092-0	733	CO2009-PCT1-HCCID#9 CHANNELS-	DRAINAGE	(515.66)
TO				
3-1339-431-00-121-052-0	748	CO2009-PCT1 DRAIN IMPRV-	OTHER EQUIP	23,488.94
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Combining balances into one general account to eliminate small balances in different programs.

DEPARTMENT HEAD SIGNATURE

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

AI-38076 **3. E.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Raul Silguero Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Precinct No.2 RD MAINT (1200):
Approval of 2013 interdeparmental transfer from PCT2 RD MAINT (program 006) to Thomas Rd (program 083) in the total amount of $5,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-006-0-890

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

BUDGETARY IMPACT:

Funds available as of 04/15/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	04/10/2013 03:33 PM
Budget & Management	Angela Garcia	04/10/2013 03:42 PM
Obdett Calzada	Obdett Calzada	04/15/2013 11:45 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Rolando Garcia Started On: 04/05/2013 10:29 AM

Final Approval Date: 04/19/2013

DATE: April 5, 2013

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Department of Budget and Management for:
Precinct No.2 RD MAINT (1200)

AI-38076

ACCOUNT NUMBER: 3-1200-4XX-00-122-0XX-0-XXX

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

Contact: Rolando Garcia Jr.
Ph#: 956-292-7025 x.5761

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
3-1200-431-00-122-006-0-890	PCT2 RD MAINT-OTHER	(5,000.00)
TO		
3-1200-431-00-122-083-0-711	PCT2 THOMAS RD(MCCOLL-JACKSON)-ROW	5,000.00
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:

Transfer needed to fund Thomas Rd project expenditures

_____ ____/____/____

APPROVED COMMISSIONERS' COURT **DATE**

AI-38156 **3. F.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: CONSTABLE PCT NO.1 Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Precinct No. 1 (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm - Contingency to Constable Precinct No. 1 in the amount of $1,419.83 for repairs in relation to a county vehicle unit involved in traffic accident on March 23, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

CO WIDE ADMIN- CONTINGENCY
Available funds as of 04/17/13.

Attachments

transfer

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/10/2013 04:24 PM
Obdett Calzada	Obdett Calzada	04/17/2013 02:12 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Rosie Cantu Started On: 04/10/2013

Final Approval Date: 04/19/2013

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: April 10, 2013

2013
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR CONST PCT 1

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
3-1100-415-00-115-002-0- 899	CO WIDE ADM- CONTINGENCY	(1,419.83)
TO:		
3-1100-421-00-291-001-0- 432	CONSTABLE PCT NO. 1- EQUIP&VEH R&M SRV	1,419.83
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: TO FUND THE FOLLOWING:
VEHICLE REPAIR EXPENSES IN RELATION TO ACCIDENT WHICH OCCURRED ON 03-23-13. (REF: AI 38005 CC 04-09-13- ACCEPTANCE OF SETTLEMENT INSURANCE CHECK). SEE ATTACHED MEMORANDUM.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

CONSTABLE CELESTINO AVILA JR.

HIDALGO COUNTY CONSTABLE DEPARTMENT PRECINCT 1
1902 JOE STEPHENS, SUITE 303, WESLACO, TX 78596
PHONE (956) 447-3775 * FAX (956) 447-8614

April 9, 2013

TO: Sergio Cruz
Budget Officer

Cc: Dina Trevino
Assistant Budget Officer
Rosie cantu

FROM: Chief Deputy Joe Espinoza
Constable Pct. 1

REF: Vehicle Accident

On Saturday, March 23, 2013 Our Deputies were involved in an accident on Westgate and Sugarcane Street in Weslaco, Texas. The driver of the vehicle which caused the accident was found at fault by Weslaco Police Department. The other drivers insurance settled out of could and paid Hidalgo County for the damages.

On Tuesday, April 9, 2013 Commissioners Court had an item on the agenda, #38005, to accept the settlement of the insurance for $1,419.83. The estimate obtained from Clark Chevrolet was for that amount. I would like to ask for those funds to repair the unit. Any assistance with this matter is greatly appreciated.

Feel free to contact me Chief Deputy Joe Espinoza at ext. 1306 if you should need any further information.

AI-38005
a proplacte.

CHARLES CLARK CHEVROLET

911 W BUSINESS HIGHWAY 83, MCALLEN, TX
78501
Phone: (956) 578-0489
FAX: (956) 682-2385

Workfile ID: 29761ef7
Federal ID: 740545450

requesting
Pre funded assist, Budget Option
Budget office Sergio C.C. Tina Thering

Preliminary Estimate

Customer: HILDALGO OF PCT.1

Job Number:

Written By: RICK MATA

Insured:	HILDALGO OF PCT.1	Policy #:		Claim #:	
Type of Loss:		Date of Loss:		Days to Repair:	0
Point of Impact:					

Owner:
HILDALGO OF PCT.1
1902 JOE STEPHERS
WESLACO, TX 78596
(956) 447-3775 Business

Inspection Location:
CHARLES CLARK CHEVROLET
911 W BUSINESS HIGHWAY 83
MCALLEN, TX 78501
Repair Facility
(956) 578-0489 Day

Insurance Company:

VEHICLE

Year:	2012	Body Style:	4D UTV	VIN:	1GNLC2E01CR313980	Mileage In:	9395
Make:	CHEV	Engine:	8-5.3L-FI	License:		Mileage Out:	
Model:	TAHOE 4X2 POLICE	Production Date:		State:		Vehicle Out:	
Color:	Int:	Condition:		Job #:			

TRANSMISSION
Automatic Transmission
Overdrive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Driver Seat
Power Mirrors
Heated Mirrors
DECOR
Dual Mirrors
Privacy Glass
CONVENIENCE
Air Conditioning
Rear Defogger
Tilt Wheel
Cruise Control
Climate Control
Alarm
Dual Air Condition
Rear Window Wiper
RADIO
AM Radio
FM Radio
Stereo
CD Player
Auxiliary Audio Connection
SAFETY
Anti-Lock Brakes (4)
Driver Air Bag
Passenger Air Bag
Front Side Impact Air Bags
4 Wheel Disc Brakes
Traction Control
Stability Control
Communications System
SEATS
Recline/Lounge Seats
3rd Row Seat
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint
TRUCK
Running Boards/Side Steps
Trailering Package

Rick Mata — **Body Shop Estimator**

Charles Clark Chevrolet Co.
801 W. Hwy. Business 83
McAllen, TX 78501
Bus. (956) 686-5441
Bus. (956) 578-0526
Fax (956) 682-2385
rmata@clarkchevrolet.com
www.charlesclarkchevy.com

Preliminary Estimate

Customer: HILDALGO OF PCT.1 **Job Number:**

Vehicle: 2012 CHEV TAHOE 4X2 POLICE 4D UTV 8-5.3L-FI

Line	Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**FRONT DOOR**						
2	Repl	LT Door shell Tahoe & Yukon	20981609	1	857.03	5.0	3.4
3		Add for Clear Coat					1.4
4		Add for mirror				0.4	
5	R&I	LT Belt w'strip				Incl.	
			SUBTOTALS		**857.03**	**5.4**	**4.8**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				857.03
Body Labor	5.4 hrs	@	$ 42.00 /hr	226.80
Paint Labor	4.8 hrs	@	$ 42.00 /hr	201.60
Paint Supplies	4.8 hrs	@	$ 28.00 /hr	134.40
Subtotal				1,419.83
Grand Total				**1,419.83**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**1,419.83**

We at Charles Clark Chevrolet highly reccomend the use of OEM(maunfacturer parts only). It is by you the customers choice or insurance reccomendation that we will use other than factory specific parts. We will not be held responsible for the choice of useing these parts or events there-after.I (the customer)understand that only the work listed will be done and there may be hidden damage that may require more labor or parts to repair.

PAYMENT NO 1 25 674498 J
PAYMENT AMOUNT $1,419.83
ISSUE DATE 03-27-2013
AUTHORIZED BY HOWELL, RUSSELL
PHONE (888) 257-6077

CLAIM NO 53-254K-720
LOSS DATE 02-16-2013
POLICY NO 1659-503-53A
INSURED MARTINEZ, FERNANDO C

HIDALGO COUNTY
PO BOX 1356
EDINBURG TX 78540-1356

REMARKS Payment for damages

COVERAGE DESCRIPTION	ON BEHALF OF	AMOUNT
PROPERTY DAMAGE LIABILITY	HIDALGO COUNTY	1,419.83

RETAIN STUB FOR RECORDS

GREEN DROPOUT APPEARS ON FACE OF DOCUMENT

StateFarm STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

TEXAS

CUSTOMER SERVICE P08PCL326

JPMORGAN CHASE BANK, NA 56-1544/441
2ND FLOOR
TAMPA, FL 33610-0000

1 25 674498 J

DATE 03-27-2013
MM DD YYYY

CLAIM NO 53-254K-720
LOSS DATE 02-16-2013

INSURED MARTINEZ, FERNANDO C

******EXACTLY ONE THOUSAND FOUR HUNDRED NINETEEN AND 83/100 DOLLARS

$*****1,419.83

Pay to the Order of: HIDALGO COUNTY

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

VOID IF GREEN COLORED BACKGROUND IS MISSING

SECURED DOCUMENT WATERMARK APPEARS ON BACK. HOLD AT 45° ANGLE FOR VIEWING

⑈ 2 5 1 7 6 7 4 4 9 8 ⑈ ⑆ 0 4 4 1 1 5 4 4 3 1 ⑆ 6 2 7 1 1 9 2 0 9 ⑈

Print PDF Return Previous Next

AI- 38005 Comm. Court Executive Office 7. F.

CC REGULAR

Meeting Date: 04/09/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Approved.

Information

CAPTION

Approval to accept settlement check from State Farm Insurance Company in the amount of $1,419.83 to settle auto accident with County vehicle. (Constable P1)

BACKGROUND

DOL: 02/16/13

Acct #: 3-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

State Farm Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	04/03/2013 09:37 AM
Erika Zamora	Angela Garcia	04/03/2013 12:28 PM
Olga Garza	Olga Garza	04/04/2013 02:26 PM
Purchasing Department	Angela Garcia	04/05/2013 04:22 PM

Form Started By: Aida Alvarez **Started On:** 04/03/2013 09:10 AM

Final Approval Date: 04/05/2013

AgendaQuick©2005 - 2013 Destiny Software Inc., All Rights Reserved

AI-38128 **3. G.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Damaris San Miguel Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

139th District Court (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm - Contingency to 139th District Court in the amount of $9,790.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-4XX-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available, pending approval of transfer to Co. Wide Adm - Contingency, refer to AI - 38203.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/10/2013 08:35 AM
Olga Garza	Olga Garza	04/18/2013 02:27 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Merlen P. Munoz Started On: 04/09/2013 04:04 PM

Final Approval Date: 04/19/2013

DATE: April 9, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2013
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for 139th District Court

ACCOUNT NUMBER: 3-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Merlen Munoz **PHONE:** (956) 292-7025 Ext. 5403

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	(9,790.00)
TO				
3-1100-412-00-003-001-0	890	139TH DC	OTHER	9,790.00
			TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: Interdepartmental transfer to reimburse supplemental expenditures paid by DWI Court Grant.

DEPARTMENT HEAD SIGNATURE

____/____/____

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

AI-38276 **4. A.**

CC CONSENT

Meeting Date: 04/23/2013

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)

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

BACKGROUND

Attachments

Pct 2 & 4 Cert Plat & Utility Status 04-23-13

Pct 3 Water Service Availability 04-23-13

PCT. 1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/18/2013 08:52 AM
Olga Garza	Olga Garza	04/18/2013 02:41 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Irma Castillo Started On: 04/17/2013 02:12 PM

Final Approval Date: 04/19/2013

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Sergio Briseno	4-12292
2.	Jose C. Rosales	4-4902
3.	Kathy Burns	4-11638
	COMM. COURT: April 23, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-12292

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	—	
	Authorized Signature	Authorized Signature
Inspection/Permit No:	—	48 042
Date Approved:	/ /	4 / 12 / 13

Name: Sergio Briseño

Address: 6913 Illusivo Ave.
Edinburg, Tx

Phone: (956) 429-9775

Water Supplier: NAWS

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

Account/ESI No: N/A 272762-001

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Seminole Valley #4 Lot 55,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 08-09-05);

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

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

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

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

_____ _____ _____

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____ _____

Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-12292

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

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

PARTY MAKING REQUEST:

Name: Sergio Briseño

Address: 6913 Illusivo Ave.
Edinburg TX.

Phone: (956) 429-9775

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

Seminole Valley #4 lot 55 phase 4

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)

4-12-13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

04/17/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12292
Apr. 12, 2013

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

S2440-04-000-0055-00

[1] OWNER: BRISENO, SERGIO & ANA SYLVIA

6913 ILLUSIVO
EDINBURG, TX. 78539
Telephone No. 429-9775

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,500 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SEMINOLE VALLEY #4 LOT 55

LOCATION: 0 OWASSA & C. CHAVEZ

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $62,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' WEST SIDE 10' REAR 40' EAST SIDE 6'

Prepared by — Date: 4-12-13

Approved by — Date: 4-11-13

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

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

SPECIAL WARRANTY DEED

EDWARDS ABSTRACT & TITLE CO.
GF # 133295-nk

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: January 9, 2013

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

Grantee: Sergio Briseno and Ana Sylvia Briseno

Grantee's Mailing Address (including county):
6913 Illusivo Ave.
Edinburg, Texas 78539
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor.

Property (including any improvements):

> Lot(s) 55, Seminole Valley Subdivision No. 4, Hidalgo County, Texas, as shown by the map or plat thereof recorded in Volume 48, Page 146-148, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

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

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 21st day of January, 2013, by Jack McClelland.

Norma Price
Notary Public, State of Texas

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

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

AFTER RECORDING RETURN TO:

Jack McClelland
2614 West Freddy Gonzalez
Edinburg, Texas 78539

~hd62059.wpd

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-4902

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	—	
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Re inspected
Date Approved:	/ /	4/12/13

Name: Jose C Rosales

Address: 5110 Harmony Ln
Edinburg, Texas
78542

Phone: 956-821-5571

Water Supplier: North Alamo

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Kaylen Heights #3 Lot 26 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-04-97);

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

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; 4-12-13 (verified by);

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; 4-12-13 (verified by);

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: 4-4902

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

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

PARTY MAKING REQUEST:

Name: Jose C. Rosales

Address: 5110 Harmony Ln
Edinburg, Texas 78542

Phone: 956-821-5571

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

Kaylen Heights #3 Lot 26

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 4-12-13

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

04/18/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-4902
Apr. 11, 2006

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

K0860-03-000-0026-00

[1] OWNER: ROJAS, ARTEMIO & VERONICA

16 NICOLE DR
EDINBURG, TX 78539-8755
Telephone No. 708-0819

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
B-51 NEW RESIDENTIAL

[5] SIZE OF STRUCTURE: 2,000 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
KAYLEN HEIGHTS #3 LOT 26

LOCATION: 0 C.CHAVEZ & ALBERTA

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: OTHE

[10] EST. COST OF CONST.: $65,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY STATE
CITY FEMA.SETBACKS FRONT 25' SIDE 7' REAR 20%
CORNER 15'. 18" ABOVE TOP OF CURB.

Prepared by — Date: 04-11-06

EMILIO GARCIA — Approved by — Date: 4-11-06

Signature of Owner or Applicant — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$0.00**

Light [ ] Water [ ]

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

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: October 9, 2012

Grantor: ARTEMIO ROJAS and wife, VERONICA ROJAS

Grantor's Mailing Address:

3724 Southwest 38th Street
Oklahoma City, Oklahoma 73119
Oklahoma County

Grantee: JOSE C. ROSALES and wife, VANESSA ROSALES

Grantee's Mailing Address:

P.O. Box 2068
San Juan, Texas 78589
Hidalgo County

Consideration:

TEN AND NO/100THS DOLLARS ($10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of their one certain promissory note of even date herewith in the principal sum SIXTY-FIVE THOUSAND AND NO/100THS DOLLARS ($65,000.00), payable to the order of ARTEMIO ROJAS and wife, VERONICA ROJAS, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which note is secured by the Vendor's lien herein retained and is additionally secured by a Deed of Trust of even date herewith to L.G. JERRY CANALES, Trustee.

Property (including any improvements):

Lot 26, KAYLEN HEIGHTS SUBDIVISION NO. 3, Hidalgo County, Texas, according to the map recorded in Volume 32, Page 36, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the year 2012 and all subsequent years, the payment of which Grantee assumes.

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

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

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

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

Artemio Rojas
ARTEMIO ROJAS

Veronica Rojas
VERONICA ROJAS

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 2nd day of February, 2013, by **ARTEMIO ROJAS** and **VERONICA ROJAS.**

Notary Public, State of Oklahoma

CIRO OCHOA, JR.
Notary Public, State of Texas
My Commission Expires
August 10, 2014

PREPARED IN THE LAW OFFICE OF:
Ciro Ochoa, Jr.
2121 E. Griffin Pkwy., Suite 16
Mission, Texas 78572
File #6-12-3691

AFTER RECORDING RETURN TO:
Jose C. Rosales
P.O. Box 2068
San Juan, Texas 78589

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-111038

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Kathy Burns

Address: 1305 S. Diplomat Drive
Apt. 2
Pharr, TX 78577

Phone: 956-605-3550

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: 3179 N/A
[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Falcon's Crest Ranchos Lot 67,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 11-1-04);

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

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

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

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

Marco Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-11638

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: Kathy Burns

Address: 1305 S. Diplomat Drive Apt 2
Pharr, TX 78577

Phone: 956-605-350

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

Falcon's Crest Gardens lot 07

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 4/17/13

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
✓ Affidavit
✓ Other (describe) PNH.

This part to be filled out by receiving county official:

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

4/17/13
Date

Ylda U. Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11638
Jun. 21, 2012

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

F1552-00-000-0007-00

[1] OWNER: BURNS, KATHY A. & JOSE A.

3517 EAGLE AVE.
MCALLEN, TX. 78501
Telephone No. 631-2400

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 3,178 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
FALCON CREST GARDENS LOT 07

LOCATION: 0 107 & ALAMO

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: OTHE

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY STATE CITY FEMA & SETBACKS. FRONT 25' SIDE 6 REAR 36' . 18" ABOVE TOP OF ST.

Prepared by — 6-21-12 Date

RUDY REOS — Approved by — 6-20-12 Date

Signature of Owner or Applicant — 6/21/2012 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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

Community No.: 480377

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: June 6, 2012

Grantor: **RAUL RODRIGUEZ D/B/A BIG HAMMER CONSTRUCTION, joined by wife, ROSA RODRIGUEZ**

Grantor's Mailing Address (including county): 4605 S. 35
Omaha, NE 68107
Douglas County

Grantee: **KATHY A. BURNS**, a single person **and JOSE A. PADILLA**, a single person

Grantees' Mailing Address (including county): 3517 Eagle Ave.
McAllen, Texas 78504
Hidalgo County

Consideration: Ten and No/100ths Dollars ($10.00) and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory **Note** of even date herewith, in the principal amount of **TWO HUNDRED FOUR THOUSAND EIGHT HUNDRED AND NO/100THS ($204,800.00) DOLLARS, of which Thirty-Seven Thousand and No/100ths ($37,000.00) Dollars represents the purchase price of the within described property**, payable to the order of **TEXAS NATIONAL BANK** and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith from Grantee to **RUBEN D PLATA**, Trustee.

Property (including any improvements): Lot Seven (7), FALCON'S CREST GARDENS SUBDIVISION, an addition to the City of Edinburg, Hidalgo County, Texas, as per amended map or plat thereof recorded in Volume 46, Pages 92-94, Map Records, Hidalgo County, Texas.

Reservations From and Exceptions to Conveyance and Warranty:
Restrictions recorded under Document No. 1399065, Official Records, Hidalgo County, Texas and in Volume 46, Page 92, Map Records, Hidalgo County, Texas, but deleting therefrom any restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin.

All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instruments dated March 10, 1958, recorded in Volume 913, Page 60 and Volume 943, Page 82, Deed Records, Hidalgo County, Texas and dated September 15, 2003, recorded under Clerk' s File No. 1263763, Official Records, Hidalgo County, Texas.

Oil, Gas, and Mineral Leases dated May 9, 1985, recorded in Volume 2174, Page 932, dated April 11, 1985, recorded in Volume 2175, Page 152, dated September 5, 1985, recorded in Volume 2238, Page 990 and dated September 5, 1985, recorded in Volume 2239, Page 7, Official Records, Hidalgo County, Texas.

Easement and/or other rights, if any, as set forth in Deed without Warranty dated June 17, 2004, recorded under Clerk' s File No. 2275432, Official, Hidalgo County, Texas.

Rights in favor of Falcon's Crest Gardens Homeowner's Association to secure payment of assessments and any other rights if any, as set forth in instrument dated October 24, 2004, recorded under Clerk' s File No. 1399065, Official Records, Hidalgo County, Texas.

Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1.

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Minimum floor elevation; twenty-five foot (25') minimum setback line along the front; rear setback twenty percent (20%) of lot depth not to exceed forty foot (40'); six foot (6') minimum setback line along the sides or to easement whichever is greater; eighteen foot (18') garage setback; fifteen foot (15') electrical and utility easement along the rear; five foot (5') utility easement along the East side; as per map or plat recorded in Volume 46, Page 92, Map Records, Hidalgo County, Texas.

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

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

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

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

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

Raul Rodriguez
RAUL RODRIGUEZ,
D/B/A BIG HAMMER CONSTRUCTION

Rosa Rodriguez
ROSA RODRIGUEZ

(Acknowledgement)

STATE OF NEBRASKA §

COUNTY OF DOUGLAS §

This instrument was acknowledged before me on this the 7th day of June, 2012 by Raul Rodriguez, in the capacity stated therein.

General Notary - State of Nebraska
ESTHER PEREZ
My Comm. Exp. Dec. 6, 2014.

Notary Public, State of Nebraska

(Acknowledgement)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 8th day of June, 2012 by Rosa Rodriguez,.

IDA BARRERA
MY COMMISSION EXPIRES
May 24, 2016

Notary Public, State of Texas

	PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	SAN JUANITA SALINAS	3-13566
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: APRIL 23, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 313566
4-15-13

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

Upon the application of:

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

Name: San Juanita Salinas

Address: 3514 N. Schuerbach
Mission, Tx 78572

Phone: 222-8328

Water Supplier: Sharyland

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

Account/ESI No.: 100327894 -

[ ] Temporary Pole [X] Permanent Service

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

Hilda #2 Lot 23

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

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

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

-OR-

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

Sandra Cantu 4/15/13
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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956-968-4734
956-973-7850

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

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

Precinct 1 2 (3) 4

Application No: 313526
4/15/13

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared San Juanita Salinas,

Known to me [or proved to me in the oath of Texas Driver Licence or through TDL# 25960991 (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land: Hilda #2 Lot 23."

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

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

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

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

-OR-

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

(Signature)

SUBSCRIBED AND SWORN TO before me on April 15, 2013, to certify which, witnesses my hand and seal of office.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

SANDRA A. CANTU
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

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

GIFT DEED

Date: October 30, 2012

2359990

Grantor: Guadalupe Salinas, joined herein pro forma by his wife, Bertha A. Salinas

Grantor's Mailing Address: 1306 Kansas Street
Palmhurst, Texas 78573
Hidalgo County

Grantee: San Juanita Salinas, as her sole and separate property

Grantee's Mailing Address: 1306 Kansas Street
Palmhurst, Texas 78573
Hidalgo County

Consideration: Love of, and affection for, Grantee.

Property (including any improvements):

All of Lots 23 and 24, HILDA SUBDIVISION NO. 2, Hidalgo County, Texas, according to the map recorded in Volume 21, Page 107, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance:

Any prior reservations of record in the Official Records of Hidalgo County, Texas.

Exceptions to Conveyance and Warranty:

1. Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken.

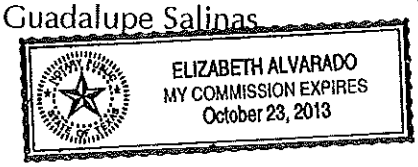
2. Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not.

3. All presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property.

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on the 30th day of October, 2012 by Guadalupe Salinas.

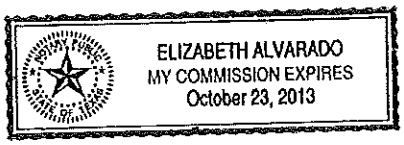


Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on the 30th day of October, 2012 by Bertha A. Salinas.



Notary Public, State of Texas

Prepared in the Office of:
Kittleman, Thomas & Gonzales, PLLC
4900-B North 10th Street
McAllen, Texas 78504
File No. 4720/1 (DLC:ea)

After Recording Return to:
San Juanita Salinas
1306 Kansas Street
Palmhurst, Texas 78573

Chapter 232 Texas LGC Application

APPLICATION NO: 3-13566
Apr. 15, 2013

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

H3450-02-000-0023-00

[1] OWNER: SALINAS, SAN JUANITA
3514 N SCHUERBACH

MISSION TX 78572
Telephone No. 222-8328

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

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

[5] SIZE OF STRUCTURE: 1,152 Sq. Ft.

[6] USE OF BUILDING: RES MH/GARAGE ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
HILDA #2 LOT 23
C-20

LOCATION: 0 SCHUERBACH & 2 1/4 ML

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ___/___NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 40' SIDES 5' REAR 15'
18 INCHES ABOVE NATURAL GROUND.

Sandra Cantu — Prepared by — 4/15/13 Date

H Garza — Approved by — 4/12/13 Date

X [signature] — Signature of Owner or Applicant — 4-15-13 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ___/___ NO ____ BFE

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

[NOTICE]

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

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

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	DAVID RANGEL	1-10007
2.	MARCO A. RAMIREZ	1-10020
3.		
	COMM. COURT: APRIL 23, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-10007

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: David Rangel

Address: 2213 E Roosevelt Rd
Donna TX 78537

Phone: (956) 756-6277

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

Water Supplier: N/A

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

Account/ESI No.: 2453552-003

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: Spring Vistas Lot # 4,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 3/15/12);

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

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

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

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

_____
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
Edinburg, Texas 78542
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Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct (1) 2 3 4

Application No: 1-10007

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

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

PARTY MAKING REQUEST:

Name: David Rangel

Address: 2213 E Roosevelt Rd

Donna TX 78537

Phone: (956) 756-6277

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

Spring Vistas lot #4

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 4/18/13

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

4/18/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10007
Apr. 10, 2013

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

S5480-00-000-0004-00

[1] OWNER: RANGEL, DAVID

1105 W. MILE 12 1/2 N.
WESLACO TX 78596
Telephone No. 756-2259

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SPRING VISTAS LOT 4

LOCATION: 0 MILE 12 1/2 & FM 493

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:50' REAR:30' SIDES:6'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by — Date: 4/10/13

Approved by: JONATHAN W10,20 — Date: 4/9/13

Signature of Owner or Applicant: Maria D Rangel — Date: 4/9/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0475 E Pct: 0

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

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

Warranty Deed with Vendor's Lien

Date: May 7, 2012

Grantor: LUIS SANCHEZ Jr, a married man dealing with his separate property

Grantors Mailing Address:

Luis Sanchez Jr.
8124 N. FM 493
Donna, TX 78537
Hidalgo County

Grantee: David Rangel

Grantee's Mailing Address:

David Rangel
1105 Mile 12 ½ N.
Weslaco, TX 78596
Hidalgo County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of THIRTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($34,500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Richard Cantu, trustee.

Property (including any improvements):

Lot Four (4), Spring Vistas Subdivision, City of Donna, Hidalgo County, Texas per map or plat thereof recorded as Instrument Number 2290928, Map Records, Hidalgo County, Texas

M. Right of way easement in favor of North Alamo Water Supply Corporation as shown by instrument dated June 28, 2011, recorded as Instrument number-2011-2218524, Official Records of Hidalgo County, Texas.
N. Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property.
O. Standby fees and taxes for the year 2012 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

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

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

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

THIS INSTRUMENT WAS PREPARED BASED ON INFORMATON FURNISHED BY THE PARTIES. NO INDEPENDENT TITLE SEARCH WAS REQUESTED, AND NONE WAS MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY.

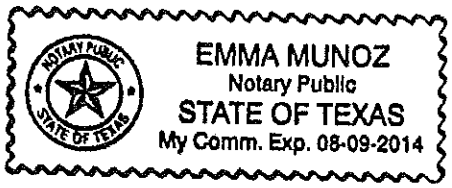
Luis Sanchez Jr.

David Rangel

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on May 23, 2012, by Luis Sanchez Jr.

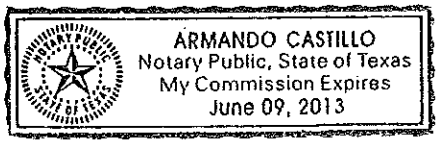


Emma Munoz
Notary Public, State of Texas
My commission expires: 08-09-2014

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on May 10th, 2012, by David Rangel.



Notary Public, State of Texas
My commission expires: 6/9/2013

PREPARED IN THE OFFICE OF:

Law Office of Judith Pena-Morales, P.C.
120 S. 12th Avenue
Edinburg, TX 78539
Tel: (956) 316-3524
Fax: (956) 316-3534

AFTER RECORDING RETURN TO:

David Rangel
1105 Mile 12 ½ N.
Weslaco, TX 78596

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
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Weslaco, TX 78596
956-968-4734
956-973-7850

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

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

Precinct (1) 2 3 4

Application No: 1-10020

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Marco Antonio Ramirez

Address: 21700 N. SKINNER RD
EDINBURG, TX
78641

Phone: 354 7845

Water Supplier: N.A.W.S

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: [redacted]
(10032789478613648)

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: 493 ESTATES LOT 21,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 1-17-07);

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

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

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

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

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

ATTEST: _____ _____
Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-10020

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: Marco Antonio Ramirez

Address: 21700 N. SKINNER. RD
EDINBUR, TX. 78641

Phone: 354 78 45

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

493 ES # lot # 21

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Marco Antonio Ramirez, 4/17/13
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

4/17/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-10020
Apr. 12, 2013

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

F6021-00-000-0021-00

[1] OWNER: RAMIREZ, MARCO A.
VEIRA, ADELA T.
13001 LAS CUMBRES
EDCOUCH TX 78538
Telephone No. 566-9653

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 936 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
493 ESTATES LOT 21

LOCATION: 0 FM 493 & MILE 20

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

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

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

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:35' SIDE:6' SIDE:10'
MIN. ELEV. ABOVE TOP OF CURB 18"

Prepared by — Date 4/11/13

Approved by — Date 4/11/13

X Marco Antonio Ramirez — Date 4/12/13
Signature of Owner or Applicant

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0050 C Pct: 0

Community No.: 480004

Certification of Elevation
Required: ___ YES ___ NO ___ BFE

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

[NOTICE]

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

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

DEED OF TRUST

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: December 1, 2011

GRANTOR: Marco A. Ramirez and Adela T. Viera

GRANTOR'S MAILING ADDRESS:
21700 N. Skinner Rd.
Edinburg, TX 78541
Hidalgo County, Texas

TRUSTEE: David Crook

TRUSTEE'S MAILING ADDRESS:

5711 N. 10th Street
McAllen, Texas 78504
Hidalgo County, Texas

BENEFICIARY: 493 ESTATES PARTNERSHIP.

BENEFICIARY'S MAILING ADDRESS:

5711 North 10th Street
McAllen, Texas 78504
Hidalgo County, Texas

NOTE(S):

DATE: December 1, 2011

AMOUNT: $21,000.00
Twenty Thousand Dollars and 00/100ths

MAKER: Marco A. Ramirez and Adela T. Viera

PAYEE: 493 Estates Partnership

FINAL MATURITY DATE: December 1, 2026

TERMS OF PAYMENT: As Therein Provided

PROPERTY (including any improvements):
Lot 21 (Twenty One), 493 Estates, Hidalgo County, Texas as per the map or plat thereof on file and of record in Volume 52, Page 53, Map Records, Hidalgo County, Texas

(Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 1st of December 2011, by Marco A. Ramirez.

LAWRENCE ARTHUR LYON
Notary Public
STATE OF TEXAS
My Comm. Exp. Nov. 10, 2014

Notary Public, State of Texas

(Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 1st day of December 2011, by Adela T. Viera.

LAWRENCE ARTHUR LYON
Notary Public
STATE OF TEXAS
My Comm. Exp. Nov. 10, 2014

Notary Public, Texas

AFTER RECORDING RETURN TO:
493 Estates
5711 N. 10th Street
McAllen, Texas 78504

AI-38132 **5. A.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Esenjay Oil & Gas, Ltd.:
Approximately 9,750' along the North side of County Road 17 North where it intersects with FM 1425.
No open cut; all crossings are bores; 4" gas line.

BACKGROUND

Attachments

Esenjay Permit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/10/2013 03:41 PM
Olga Garza	Olga Garza	04/10/2013 04:06 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Rebecca Gomez Started On: 04/10/2013 08:30 AM

Final Approval Date: 04/19/2013

REVISED JANUARY 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 23rd day of April, 2013 does by these presents GRANT, GIVE AND RELINQUISH TO:

Esenjay Oil & Gas, Ltd. hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 4 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:

- Approximately 9,750' along the North side of County Road 17 North where it intersects with FM 1425. No open cut; all crossings are bores. 4" gas line.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 4"gas line along the above described public road being conditioned that Permittee agrees that:

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

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

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

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

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

AI-38178 **5. B.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

North Alamo Water Supply Corporation:
Evergreen Valley Phase V; 2" PVC casing with 1" water service approximately 500', 850' and 1,070' South of Davis Road on the East and West side of Skinner Road.

BACKGROUND

Attachments

NAWSC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2013 04:22 PM
Olga Garza	Olga Garza	04/18/2013 02:44 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Rebecca Gomez Started On: 04/11/2013 10:38 AM

Final Approval Date: 04/19/2013

REVISED JANUARY 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 23rd day of April, 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 1 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:

Evergreen Valley Phase V- 2" PVC casing with 1" water service approximately 500', 850' and 1,070' South of Davis Road on the East and West side of Skinner Road.

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

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

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

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

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

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

AI-38094 **6. A.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
C9370.99.000.0002.01	R.E.E., INC. / DBA Mcdonalds	$3,318.86
L0450.00.214.0000.05	Linebarger,Goggan Blair & Sampson	$6,684.25
S5950.00.010.0002.00	US Bank Mortgage c/o Industry Consulting Group, INC	$12,000.00
W3630.02.001.0057.00	First American Title Company	$3,724.68

BACKGROUND

Attachments

ComCourt04232013

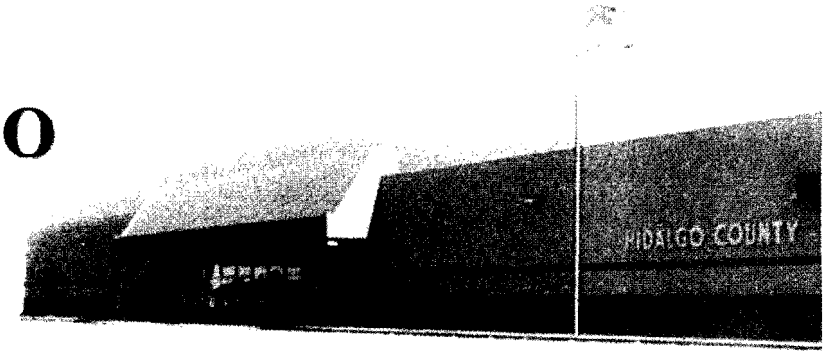
Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/09/2013 03:52 PM
Olga Garza	Olga Garza	04/18/2013 02:38 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Norma Briones Started On: 04/08/2013 10:12 AM

Final Approval Date: 04/19/2013

Office of Tax Assessor - Collector
COUNTY of HIDALGO



Pablo "Paul" Villarreal, Jr. RTA
Assessor and Collector

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

April 8, 2013

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,

Pablo (Paul) Villarreal, Jr.

Pablo (Paul) Villarreal, Jr., RTA

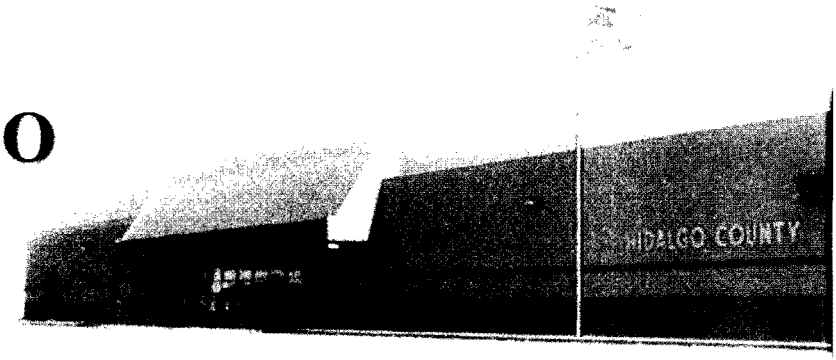
nlr

Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

Office of Tax Assessor - Collector

COUNTY of HIDALGO



Pablo "Paul" Villarreal, Jr. RTA
Assessor and Collector

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

ACCOUNT NUMBER	PAYER	AMOUNT
C9370.99.000.0002.01	R.E.E., INC. /DBA Mcdonalds	$3,318.86
L0450.00.214.0000.05	Linebarger,Goggan Blair & Sampson	$6,684.25
S5950.00.010.0002.00	US Bank Mortgage C/O Industry Consulting Group, INC	$12,000.00
W3630.02.001.0057.00	First American Title Company	$3,724.68

PABLO (PAUL) VILLARREAL JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

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

Print Date: 02/05/2013

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: CR 3-21-13

R.E.E., INC.
DBA MCDONALDS
3000 W CEDAR STREET
BEAUMONT , TX 77702

Account Number
C9370-99-000-0002-01
HCAD No. 564863

Legal Description of the Property
INVENTORY FURNITURE FIXTURES & EQUIPMENT AT 3318 EAST HIGHWAY (STORE #17859) /NEW ACCT 1997

3318 E HWY 83 78596
OWNER: MCDONALD'S #17859-71

2012 OVERAGE AMOUNT $3,318.86

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	Relationship to Property Owner: CONTROLLER
	Mailing Address: 3000 WEST CEDAR	Daytime Telephone Number: 409-838-2002
	City, State, Zip Code: BEAUMONT, TX. 77702	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2012 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 [signature]	Date of application: 2/15/13
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	

AUDITORS USE ONLY: ☑ Approved ☐ Denied By: [signature] Date: 4/8/13

TAX OFFICE USE ONLY: ☑ Approved ☐ Denied By: [signature] Date: 3-4-13

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

3/6

.1.14

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
GUADALUPE S & MINERVA ALMANZA PAID BY: LINEBARGER, GOGGAN BLAIR & SAMPSON

Present mailing address *(number and street)*
RR 10 BOX 438E

City, town or post office, state, ZIP code
EDINBURG, TX 78539-9810

Phone *(area code and number)*
383-4500 CRIS VILLARREAL

Legal description (or attach copy of the tax bill or tax receipt): LA BLANCA "B" N2.05 AC E 34.81AC & E .051AC W4.3

Step 2: Describe the property

AC BK 214 2.56AC GR 1.59 AC NET

Address or location of property:

207538

Account number of property: L0450.00.214.0000.05

Tax receipt number: OR 18583977

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	4/30 / 11	$	$ 130.58
2. ALL ENTITIES	2008	4/30 / 11	$	$ 56.78
3. ALL ENTITIES	2007	4/30 / 11	$	$ 58.93
4. ALL ENTITIES	2006	4/30 / 11	$	$ 74.02
5. ALL ENTITIES	2005	4/30 / 11	$	$ 421.73

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR . CON'T

REFUND BACK TO LGB & S; ORDER TO VOID SHERIFF SALE & DEED

MM

Step 4: sign the form

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

sign here Signature: Cristina Villarreal

Date of application for tax refund: 12/27/12

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PV) 1/29/13 C L 2/1/13 CR 9-3-13

sign here — Authorized officer — Date: 4/4/13

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: 1-11-13

1/11

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
GUADALUPE S & MINERVA ALMANZA PAID BY: LINEBARGER, GOGGAN BLAIR & SAMPSON

Present mailing address *(number and street)*
RR 10 BOX 438E

City, town or post office, state, ZIP code
EDINBURG, TX 78539-9810

Phone *(area code and number)*
383-4500 CRIS VILLARREAL

Legal description (or attach copy of the tax bill or tax receipt): LA BLANCA "B" N2.05 AC E 34.81AC & E .051AC W4.3

Step 2: Describe the property

AC BK 214 2.56AC GR 1.59 AC NET

Address or location of property:

207538

Account number of property:

L0450.00.214.0000.05

Tax receipt number:

OR 18583977

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	2004	4/30 / 11	$	$ 455.49
2. ALL ENTITIES	2003	4/30 / 11	$	$ 399.71
3. ALL ENTITIES	2002	4/30 / 11	$	$ 416.41
4. ALL ENTITIES	2001	4/30 / 11	$	$ 375.17
5. ALL ENTITIES	2000	4/30 / 11	$	$ 417.28

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR . CON'T

REFUND BACK TO LGB & S; ORDER TO VOID SHERIFF SALE & DEED

MM

Step 4: sign the form

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

sign here Signature Cristina Villarreal

Date of application for tax refund 12/27/12

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (RD) 1/29/13 2/21/13

sign here Authorized officer

Date 4/4/13

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 1-11-13

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
GUADALUPE S & MINERVA ALMANZA PAID BY: LINEBARGER, GOGGAN BLAIR & SAMPSON

Present mailing address *(number and street)*
RR 10 BOX 438E

City, town or post office, state, ZIP code
EDINBURG, TX 78539-9810

Phone *(area code and number)*
383-4500 CRIS VILLARREAL

Legal description (or attach copy of the tax bill or tax receipt): LA BLANCA "B" N2.05 AC E 34.81AC & E .051AC W4.3

Step 2: Describe the property

AC BK 214 2.56AC GR 1.59 AC NET

Address or location of property:

207538

Account number of property:

L0450.00.214.0000.05 OR 18583977

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	1999 4	4/30 / 11	$	$ 368.65 4
2. ALL ENTITIES	1998 4	4/30 / 11	$	$ 391.47 4
3. ALL ENTITIES	1997 4	4/30 / 11	$	$ 400.74 4
4. ALL ENTITIES	1996 4	4/30 / 11	$	$ 402.48 4
5. ALL ENTITIES	1995 4	4/30 / 11	$	$ 385.43 4

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR . CON'T

REFUND BACK TO LGB & S; ORDER TO VOID SHERIFF SALE & DEED

MM

Step 4: sign the form

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

sign here Signature Cristina Villarreal

Date of application for tax refund 12-27-12

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

AUDITED BY: THE HIDALGO CO. . . X AUDITOR'S OFFICE
DATE (KN) 1/29/13
J.C 2/21/13

sign here Authorized officer — Date 4/4/13

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)* Paul Villarreal Jr. — Date 1-11-13

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
GUADALUPE S & MINERVA ALMANZA PAID BY: LINEBARGER, GOGGAN BLAIR & SAMPSON

Present mailing address *(number and street)*
RR 10 BOX 438E

City, town or post office, state, ZIP code
EDINBURG, TX 78539-9810

Phone *(area code and number)*
383-4500 CRIS VILLARREAL

Legal description (or attach copy of the tax bill or tax receipt): LA BLANCA "B" N2.05 AC E 34.81AC & E .051AC W4.3

Step 2: Describe the property

AC BK 214 2.56AC GR 1.59 AC NET

Address or location of property:

207538

Account number of property:

L0450.00.214.0000.05 OR 18583977

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	1994 4	4/30 / 11	$	$ 390.83 4
2. ALL ENTITIES	1993 4	4/30 / 11	$	$ 408.01 4
3. ALL ENTITIES	1992 4	4/30 / 11	$	$ 423.56 4
4. ALL ENTITIES	1991 4	4/30 / 11	$	$ 425.73 4
5. SEB	1990 4	4/30 / 11	$	$ 226.46 4

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR . CON'T

REFUND BACK TO LGB & S; ORDER TO VOID SHERIFF SALE & DEED

MM

Step 4: sign the form

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

sign here Signature Cristina Villarreal

Date of application for tax refund 12/27/12

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
PN 1/29/13
4/4/13

sign here Authorized officer

Date 4/4/13

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 Dale Villarreal Jr.

Date 1-11-13

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
GUADALUPE S & MINERVA ALMANZA PAID BY: LINEBARGER, GOGGAN BLAIR & SAMPSON

Present mailing address *(number and street)*
RR 10 BOX 438E

City, town or post office, state, ZIP code
EDINBURG, TX 78539-9810

Phone *(area code and number)*
383-4500 CRIS VILLARREAL

Legal description (or attach copy of the tax bill or tax receipt): LA BLANCA "B" N2.05 AC E 34.81AC & E .051AC W4.3

Step 2: Describe the property

AC BK 214 2.56AC GR 1.59 AC NET

Address or location of property:

207538

Account number of property:

L0450.00.214.0000.05

Tax receipt number:

OR 18583977

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. SEB	1989	4/30 / 11	$	$ 54.79
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 6,684.25

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

REFUND BACK TO LGB & S; ORDER TO VOID SHERIFF SALE & DEED

MM

Step 4: sign the form

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

sign here Signature Kristina Villarreal

Date of application for tax refund 12-27-12

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 .pproved ☐ Disapproved

.UDITED BY: THE HIDALGO
.Y AUDITOR'S OFFICE
PW 1/29/13

sign here Authorized officer

Date 4/4/13

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 1-11-13

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

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

Print Date: 12/19/2012

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: CK 3-21-13
J.C 4/4/13

US BANK MORTGAGE
C/O: INDUSTRY CONSULTING GROUP, INC.
P.O. BOX 8265
WICHITA FALLS , TX 76307

Account Number
S5950-00-010-0002-00 1
HCAD No. 290120 2

Legal Description of the Property
STEELE & PERSHING-N660'-W380';
W651.93'-S940'-S431.9R'-N660' &
S126.43'-N660'-E280' LT 2 BK 10 13.1AC
GR 12.8AC NT LA VISTA M/H PARK

~~OWNER MCCARTNER8850D~~

* **2012 OVERAGE AMOUNT $12,000.00**

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN 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 Industry Consulting Group	Relationship to Property Owner TAX SERVICE
	Mailing Address P.O. BOX 8265	Daytime Telephone Number (940) 322-5055
	City, State, Zip Code Wichita Falls, TX 76307	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2012 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	X Overpaid the account $12,000.00	
	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 $12,000.00	
	Total tax, penalty, and interest amount owed for the year $19,637.77	
	Amount of refund claimed	
Step 5: How should the refund be processed?	Mail to Property Owner	
	X Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Kinsey Whitson 1	Date of application 2/6/13 1
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied	By: _____ Date: 4/8/13
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied	By: _____ Date: 3-15-13

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

3/18

.1.14

SECOND NOTICE

AUG 15 2012

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: 11/14/2011

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: CR 3-20-13
2.C 4/4/13

FIRST AMERICAN TITLE COMPANY
3411 RICHMOND AVE SUITE 110
HOUSTON , TX 77046

Account Number
W3630-02-001-0057-00 ✓
HCAD No. 696864 ✓

Legal Description of the Property
WEST MEADOWS UT 2 LOT 57 BLK 1

3108 PAGE AVE

owner in 2010
OWNER: JIMENEZ HUMBERTO & YOLANDA ✓
2011 owner is Valdez Jose A & Melissa

2011 OVERAGE AMOUNT $3,724.68

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 22: CITY OF EDINBURG, 41: EDINBURG CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above

Name: FIRST AMERICAN TITLE — Relationship to Property Owner: TITLE CO.
Mailing Address: 3411 RICHMOND Ave #110 — Daytime Telephone Number: 713-212-0178
City, State, Zip Code: HOUSTON, TX 77046

Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.

I paid the taxes for year 2011 and am the party entitled to the refund.

Step 3: Mark the reason for the refund and provide a brief explanation

- ✓ Overpaid the account
- Duplicate payment
- Paid in error (explain)

Step 4: Provide payment information
Attach copies of cancelled checks or tax office receipts

Total amount paid by this taxpayer: 9,110.78
Total tax, penalty, and interest amount owed for the year:
Amount of refund claimed: 3,724.68

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: Carol Abel, Acctg ✓ — Date of application: 2-8-13 ✓

If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10

AUDITORS USE ONLY: ✓ Approved — Denied — By: [signature] — Date: 4/8/13

TAX OFFICE USE ONLY: ✓ Approved — Denied — By: [signature] — Date: 2-27-13 ✓

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

315

1.14

AI-38141 **6. B.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
W7150.01.000.0002.00	Corelogic	$3,941.65
W7150.01.000.0002.00	Corelogic	$3,831.66

BACKGROUND

Attachments

ComCourt04232013(1)

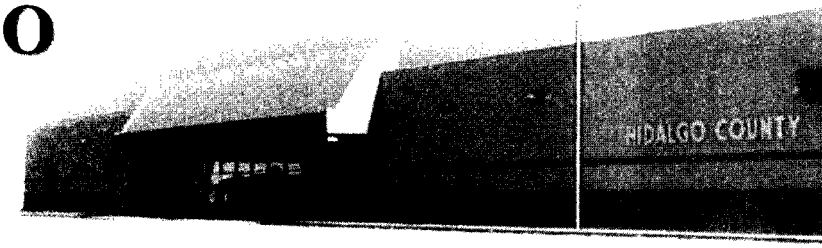
Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/10/2013 03:41 PM
Olga Garza	Olga Garza	04/18/2013 02:47 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Norma Briones Started On: 04/10/2013 02:09 PM

Final Approval Date: 04/19/2013

Office of Tax Assessor - Collector
COUNTY of HIDALGO



Pablo "Paul" Villarreal, Jr. RTA
Assessor and Collector

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

April 10, 2013

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,

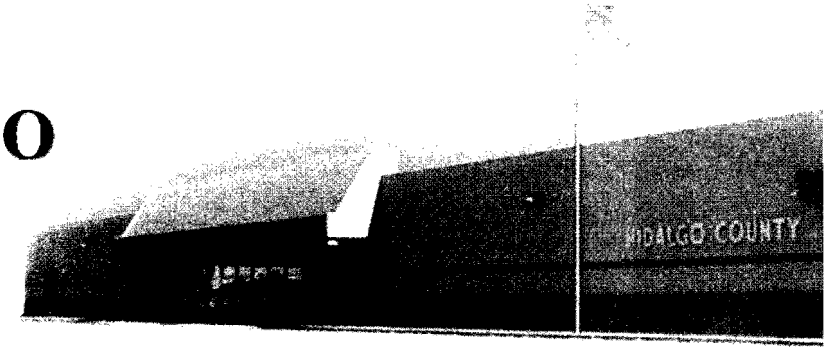
Pablo (Paul) Villarreal, Jr., RTA

nlr

Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

Office of Tax Assessor - Collector
COUNTY of HIDALGO



Pablo "Paul" Villarreal, Jr. RTA
Assessor and Collector

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

ACCOUNT NUMBER	PAYER	AMOUNT
W7150.01.000.0002.00	Corelogic	$3,941.65
W7150.01.000.0002.00	Corelogic	$3,831.66

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
GONZALEZ, SAN JUANITA (PAID BY: CORELOGIC) 4

Present mailing address *(number and street)*
P.O. BOX 169 4

City, town or post office, state, ZIP code
PHARR, TX 78577 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): WONDERLAND ESTATES PH 1 LOT 2 PHASE 1

Step 2: Describe the property

Address or location of property:

330430 4

Account number of property:
W7150.01.000.0002.00 4

Tax receipt number:
OR 19658637

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 4	12/29 / 2011	$ 7862.49 4	$ 3737.77 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3737.77 A

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP # 14 VALUE DECREASED

RF130209

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

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 CO. TY AUDITOR'S OF ICE
DATE 3/20/13 4/9/13

sign here — Authorized officer — Date 4/10/13

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11 tax code)* — Date 3-15-13

3/18

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
GONZALEZ, SAN JUANITA (PAID BY: CORELOGIC)

Present mailing address *(number and street)*
PO BOX 169

City, town or post office, state, ZIP code
PHARR, TX 78577

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): WONDERLAND ESTATES PH 1 LOT 2 PHASE 1

Step 2: Describe the property

Address or location of property:

330430

Account number of property:

W7150.01.000.0002.00

OR

Tax receipt number:

19658637

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	12/29 / 11	$ 7862.49	$ 203.88
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 203.88

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#15 HOMESTEAD EXEMPTION

RF130302

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

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: (PA) 4/5/13

sign here — Authorized officer

Date 4/10/13

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 4-5-13

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
GONZALEZ, SAN JUANITA (PAID BY: CORELOGIC)

Present mailing address *(number and street)*
P.O. BOX 169

City, town or post office, state, ZIP code
PHARR, TX 78577

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): WONDERLAND ESTATES PH 1 LOT 2 PHASE 1

Step 2: Describe the property

Address or location of property:

330430

Account number of property:
W7150.01.000.0002.00

Tax receipt number:
OR 22107038

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	2012	12/28 / 2012	$ 7867.09	$ 3627.78
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3627.78

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP # 6 VALUE DECREASED

RF130209

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

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 3/29/13

sign here — Authorized officer

Date 4/10/13

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 3-15-13

3/18

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
GONZALEZ, SAN JUANITA (PAID BY: CORELOGIC)

Present mailing address *(number and street)*
PO BOX 169

City, town or post office, state, ZIP code
PHARR, TX 78577

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): WONDERLAND ESTATES PH 1 LOT 2 PHASE 1

Step 2: Describe the property

Address or location of property:

330430

Account number of property:

W7150.01.000.0002.00

Tax receipt number:

OR 22107038

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	2012	12/28 / 12	$ 7867.09	$ 203.88
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 203.88

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#7 HOMESTEAD EXEMPTION

RF130302

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

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: (PP) 4/5/13

sign here — Authorized official — Date 4/10/13

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 4-5-13

AI-38098 **7. A.**

CC CONSENT

Meeting Date: 04/23/2013

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

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4:
Requesting approval to renew the 2013 Justices of The Peace and Constables Association of Texas, Inc. (JPCA) membership for the following:

Constable Jose E. Guerra	Deputy Carlos Gonzales
Chief Deputy Joel Rivera	Deputy Teodoro A. Lemus
Sergeant Aaron L. Moreno	Deputy Robert Lugo
Sergeant Horaldo Sanchez	Deputy Armando Patlan
Deputy Michael Anzaldua	Deputy Romeo Pena
Deputy Martin B. Brown	Deputy Raul Salinas
Deputy Albert A. Collins	Deputy David T. Sanchez
Deputy David Garza	Deputy Joaquin Vasquez
Clerk Nayla Munoz	Clerk Raul Garcia

(Req. No. 233135) in the total amount of $655.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are complete by the County Auditor.

BACKGROUND

Providing continued education, training and the latest information affecting our office.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-294-001-0-xxx

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

BUDGETARY IMPACT:

Funds available through requistion #233135.

Attachments

req applications & affidavits

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/09/2013 08:28 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Nayla Munoz Started On: 04/08/2013 11:09 AM

Final Approval Date: 04/19/2013

Requisition

Req # 00233135

PO #

Date: 03/12/13

Bill To: x
x

Vendor : 167436
JUSTICES OF THE PEACE AND CONSTABLES
ASSOCIATION OF TEXAS INC
P.O. BOX 623
DEVINE TX 78016

Ship To: HIDALGO CO. CONSTABLE PRECINCT 4
2814 S. HWY 281
EDINBURG TX 78539

Contact: NMUNOZ
956-383-8560

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	Membership Renewal for Constable Jose E. Guerra	60.00	60.00
1.00	EACH	Membership Renewal for Chief Deputy Joel Rivera	35.00	35.00
2.00	EACH	Membership Renewal for Sergeants Aaron L. Moreno Horaldo Sanchez	35.00	70.00
12.00	EACH	Membership Renewals for Deputy Constables Michael Anzaldua Martin Bradely Brown Albert Allen Collins David Garza, Jr. Carlos Gonzales, Jr. Teodoro Armando Lemus Robert Lugo, Jr. Armando Patlan Romeo Peña, Jr. Raul Salinas, Jr. David T. Sanchez Joaquin Vasquez	35.00	420.00
2.00	EACH	Membership Renewal for Clerks Raul E. Garcia Nayla Muñoz	35.00	70.00
		Account No	Encumbrance	
		3-1100-421-00-294-001-0-810	655.00	
			Freight	.00
			Total	655.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Guerra First Name: Jose MI: E. Title: Constable

County: Hidalgo Precinct: 4 Place: _____

Office Address: 2814 S. Business Highway 281

City: Edinburg State: TX Zip: 78539

Office Phone #: 956-383-8500 Office Fax #: 956-383-8505

Email Address: eddie.guerra@co.hidalgo.tx.us Association District Number: _____

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **JOSE E. GUERRA**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: _____

TITLE: ***CONSTABLE***

Before me, **NAYLA MUÑOZ**, a Notary Public, appeared **JOSE E. GUERRA**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Rivera First Name: Joel MI: ___ Title: Chief Deputy

County: Hidalgo Precinct: 4 Place: ___

Office Address: 2814 S. Business Highway 281

City: Edinburg State: TX Zip: 78539

Office Phone #: 956-383-8560 Office Fax #: 956-383-8565

Email Address: joel.rivera@co.hidalgo.tx.us Association District Number: ___

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **JOEL RIVERA**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

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- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 3/8/13

TITLE: ***CHIEF DEPUTY***

Before me, **NAYLA MUÑOZ**, a Notary Public, appeared **JOEL RIVERA**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Moreno First Name: Aaron MI: L. Title: Sergeant

County: Hidalgo Precinct: 4 Place: _____

Office Address: 2814 S. Business Highway 281

City: Edinburg State: Tx Zip: 78539

Office Phone #: 956-383-8560 Office Fax #: 956-383-8505

Email Address: aaron.moreno@co.hidalgo.tx.us Association District Number: _____

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **AARON L. MORENO**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Aaron L Moreno DATE: 3/8/13

TITLE: ***SERGEANT***

Before me, **NAYLA MUÑOZ**, a Notary Public, appeared **AARON L. MORENO**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Sanchez First Name: Heraldo MI: ___ Title: Sergeant

County: Hidalgo Precinct: 4 Place: ___

Office Address: 2814 S. Business Highway 281

City: Edinburg State: TX Zip: 78539

Office Phone #: 956-383-8500 Office Fax #: 956-383-8505

Email Address: heraldo.sanchez@co.hidalgo.tx.us Association District Number: ___

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **HORALDO SANCHEZ**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 4/3/13

TITLE: ***SERGEANT***

Before me, **NAYLA MUÑOZ**, a Notary Public, appeared **HORALDO SANCHEZ**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Anzaldua First Name: Michael MI: ___ Title: Deputy

County: Hidalgo Precinct: 4 Place: _____

Office Address: 2814 S. Business Highway 281

City: Edinburg State: TX Zip: 78539

Office Phone #: 956-383-8560 Office Fax #: 956-383-8505

Email Address: michael.anzaldua@co.hidalgo.tx.us Association District Number: _____

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **MICHAEL ANZALDUA**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 3/11/13

TITLE: ***DEPUTY CONSTABLE***

Before me, **NAYLA MUÑOZ**, a Notary Public, appeared **MICHAEL ANZALDUA**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Brown First Name: Martin MI: B. Title: Deputy

County: Hidalgo Precinct: 4 Place: _____

Office Address: 2814 S. Business Highway 281

City: Edinburg State: Tx Zip: 78539

Office Phone #: 956-383-8500 Office Fax #: 956-383-8505

Email Address: bradley.brown@co.hidalgo.tx.us Association District Number: _____

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **MARTIN B. BROWN**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 3/08/15

TITLE: ***DEPUTY CONSTABLE***

Before me, **NAYLA MUÑOZ**, a Notary Public, appeared **MARTIN B. BROWN**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Collins First Name: Albert MI: A. Title: Deputy

County: Hidalgo Precinct: 4 Place: _____

Office Address: 2814 S. Business Highway 281

City: Edinburg State: Tx Zip: 78539

Office Phone #: 956-383-8500 Office Fax #: 956-383-8505

Email Address: allen.collins@co.hidalgo.tx.us Association District Number: _____

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **ALBERT A. COLLINS**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 3-8-13

TITLE: ***DEPUTY CONSTABLE***

Before me, **NAYLA MUÑOZ**, a Notary Public, appeared **ALBERT A. COLLINS**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Garza First Name: David MI: ____ Title: Deputy

County: Hidalgo Precinct: 4 Place: ____

Office Address: 2814 S. Business Highway 281

City: Edinburg State: Tx Zip: 78539

Office Phone #: 956-383-8500 Office Fax #: 956-383-8505

Email Address: david.garza@co.hidalgo.tx.us Association District Number: ____

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **DAVID GARZA, JR.**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

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- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 3/11/13

TITLE: ***DEPUTY CONSTABLE***

Before me, **NAYLA MUÑOZ**, a Notary Public, appeared **DAVID GARZA, JR.**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Gonzales First Name: Carlos MI: ___ Title: Deputy

County: Hidalgo Precinct: 4 Place: ___

Office Address: 2814 S. Business Highway 281

City: Edinburg State: Tx Zip: 78539

Office Phone #: 956-383-8560 Office Fax #: 956-383-8565

Email Address: carlos.gonzalez@co.hidalgo.tx.us Association District Number: ___

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **CARLOS GONZALES, JR.**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

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- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 3/08/13

TITLE: ***DEPUTY CONSTABLE***

Before me, **NAYLA MUÑOZ**, a Notary Public, appeared **CARLOS GONZALES, JR.**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Lemus First Name: Teodoro MI: A. Title: Deputy

County: Hidalgo Precinct: 4 Place: _____

Office Address: 2814 S. Business Highway 281

City: Edinburg State: TX Zip: 78539

Office Phone #: 956-383-8560 Office Fax #: 956-383-8505

Email Address: armando.lemus@co.hidalgo.tx.us Association District Number: _____

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **T. ARMANDO LEMUS**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 3/11/13

TITLE: ***DEPUTY CONSTABLE***

Before me, **NAYLA MUÑOZ**, a Notary Public, appeared **T. ARMANDO LEMUS**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Lugo First Name: Robert MI: ___ Title: Deputy

County: Hidalgo Precinct: 4 Place: ___

Office Address: 2814 S. Business Highway 281

City: Edinburg State: TX Zip: 78539

Office Phone #: 956-383-8500 Office Fax #: 956-383-8505

Email Address: robert.lugo@co.hidalgo.tx.us Association District Number: ___

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **ROBERT LUGO, JR.**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

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- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Robert Lugo #421 DATE: 3-14-13

TITLE: ***DEPUTY CONSTABLE***

Before me, **NAYLA MUÑOZ**, a Notary Public, appeared **ROBERT LUGO, JR.**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Patlan First Name: Armando MI: ___ Title: Deputy

County: Hidalgo Precinct: 4 Place: ___

Office Address: 2814 S. Business Highway 281

City: Edinburg State: Tx Zip: 78539

Office Phone #: 956-383-8500 Office Fax #: 956-383-8505

Email Address: armando.patlan@co.hidalgo.tx.us Association District Number: ___

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **ARMANDO PATLAN**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 3/8/13

TITLE: ***DEPUTY CONSTABLE***

Before me, **NAYLA MUÑOZ**, a Notary Public, appeared **ARMANDO PATLAN**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Peña First Name: Romeo MI: ___ Title: Deputy

County: Hidalgo Precinct: 4 Place: ___

Office Address: 2814 S. Business Highway 281

City: Edinburg State: Tx Zip: 78539

Office Phone #: 956-383-8500 Office Fax #: 956-383-8505

Email Address: romeo.pena@co.hidalgo.tx.us Association District Number: ___

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **ROMEO PEÑA, JR.**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

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- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 3/8/13

TITLE: ***DEPUTY CONSTABLE***

Before me, **NAYLA MUÑOZ**, a Notary Public, appeared **ROMEO PEÑA, JR.**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Salinas First Name: Raul MI: ___ Title: Deputy

County: Hidalgo Precinct: 4 Place: ___

Office Address: 2814 S. Business Highway 281

City: Edinburg State: Tx Zip: 78539

Office Phone #: 956-383-8500 Office Fax #: 956-383-8505

Email Address: raul.salinas@co.hidalgo.tx.us Association District Number: ___

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **RAUL SALINAS, JR.**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

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- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 3/13/2013

TITLE: ***DEPUTY CONSTABLE***

Before me, **NAYLA MUÑOZ**, a Notary Public, appeared **RAUL SALINAS, JR.**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Sanchez First Name: David MI: T. Title: Deputy

County: Hidalgo Precinct: 4 Place: _____

Office Address: 2814 S. Business Highway 281

City: Edinburg State: Tx Zip: 78539

Office Phone #: 956-383-8500 Office Fax #: 956-383-8505

Email Address: david.sanchez@co.hidalgo.tx.us Association District Number: _____

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze	$1000.00
			Platinum	$1500.00
			Gold	$2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **DAVID T. SANCHEZ**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: David T Sanchez DATE: 3/12/13

TITLE: ***DEPUTY CONSTABLE***

Before me, **NAYLA MUÑOZ**, a Notary Public, appeared **DAVID T. SANCHEZ**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

N Muñoz
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Vasquez First Name: Joaquin MI: ___ Title: Deputy

County: Hidalgo Precinct: 4 Place: ___

Office Address: 2814 S. Business Highway 281

City: Edinburg State: Tx Zip: 78539

Office Phone #: 956-383-8540 Office Fax #: 956-383-8545

Email Address: joaquin.vasquez@co.hidalgo.tx.us Association District Number: ___

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **JOAQUIN VASQUEZ**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 3-7-13

TITLE: ***DEPUTY CONSTABLE***

Before me, **NAYLA MUÑOZ**, a Notary Public, appeared **JOAQUIN VASQUEZ**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Muñoz First Name: Nayla MI: ___ Title: Constable Clerk

County: Hidalgo Precinct: 4 Place: ___

Office Address: 2814 S. Business Highway 281

City: Edinburg State: TX Zip: 78539

Office Phone #: 956-383-8500 Office Fax #: 956-383-8505

Email Address: nayla.munoz@co.hidalgo.tx.us Association District Number: ___

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **NAYLA MUÑOZ**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

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- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: N. L. Muñoz DATE: 3/8/13

TITLE: ***CLERK***

Before me, **RAUL GARCIA**, a Notary Public, appeared **NAYLA MUÑOZ**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

RAUL E. GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-10-2014

Raul E Garcia
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Garcia First Name: Raul MI: ___ Title: Constable Clerk

County: Hidalgo Precinct: 4 Place: ___

Office Address: 2814 S. Business Highway 281

City: Edinburg State: TX Zip: 78539

Office Phone #: 956-383-8560 Office Fax #: 956-383-8505

Email Address: raul.garcia@co.hidalgo.tx.us Association District Number: ___

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, **RAUL GARCIA**, do hereby state that membership in the **JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS**, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☐ To obtain statutorily required continuing professional education.

☐ To obtain continuing education necessary to maintain a license or certification.

☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 4-3-13

TITLE: ***CLERK***

Before me, **NAYLA MUÑOZ**, a Notary Public, appeared **RAUL GARCIA**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NAYLA MUNOZ
MY COMMISSION EXPIRES
March 17, 2014

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

AI-38147 **7. B.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Dept:
Requesting approval to pay 2013 membership dues for Commander Daniel Garcia & Captain Belinda Madrigal to the American Jail Association for the total amount of $48.00 each with requisition # 234745.

BACKGROUND

The American Jail Association (AJA) is a national, nonprofit organization that supports the professionals who operate our Nation's jails. it is the only national association that focuses exclusively on issues specific to the operations of local correctional facilities.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-002-0-xxx

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

BUDGETARY IMPACT:

Funding available through requisition #234745.

Attachments

Affidavits

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/10/2013 03:21 PM
Budget & Management	Angela Garcia	04/10/2013 03:40 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Virginia Rodriguez Started On: 04/10/2013 02:30 PM

Final Approval Date: 04/19/2013

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, MADRIGAL, BELINDA, do hereby state that membership in the AMERICAN JAIL ASSOCIATION, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☐ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that American Jail Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Belinda Madrigal
TITLE: Jail Captain

DATE: 4-9-2013

Before me Virginia Rodriguez, a Notary Public, appeared Belinda Madrigal, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

VIRGINIA RODRIGUEZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 3/8/16

Virginia Rodriguez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

American Jail Association

Mail Payments To:
AMERICAN JAIL ASSOCIATION
PO BOX 824799
PHILADELPHIA, PA 19182-4799
(301) 790-3930
www.aja.org

Invoice #MBR23800

INVOICE

SHIP TO:
Belinda Madrigal
Hidalgo County Sheriff's Office
P.o. Box 1228
Edinburg, TX 78540

SOLD TO:
Belinda Madrigal
Hidalgo County Sheriff's Office
P.o. Box 1228
Edinburg, TX 78540

Customer Account No.	Purchase Order No.	Terms / Due Date	Order Number	Order Date	Invoice Date
1778987		NET60 - 5/30/2013	DUES15257	3/31/2013	3/31/2013

Note: *We accept Visa, MasterCard, American Express and Discover. Please include a copy of this invoice with payment and reference invoice number on check. Thank You!*

Qty	Item	Unit Price	Extended Price
1	Conference Members Dues: Belinda Madrigal: Membership Expires On 5/31/2013	$48.00	$48.00
		Tax	**$0.00**
		Subtotal	**$48.00**
		Grand Total	**$48.00**
		Received	
		Amount Due	**$48.00**

US FUNDS ONLY

Pay your bill online! Login to our secure website at www.aja.org to view your member account billing status in real-time and pay a bill online. To get started you'll need your member account number (#1778987) and password to login to our secure login page at https://members.aja.org/users/login.aspx. If you do not know your password you can try using our password recovery tool or contact our office at (301) 790-3930 for more details. Thank you!

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, GARCIA, DANIEL, do hereby state that membership in the AMERICAN JAIL ASSOCIATION, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☐ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

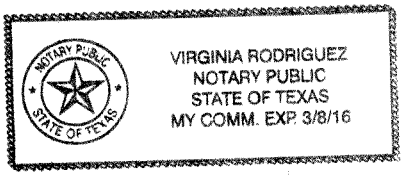
FOR STATEWIDE ASSOCIATIONS ONLY

I further state that American Jail Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 4-9-2013
TITLE: Jail Commander

Before me Virginia Rodriguez, a Notary Public, appeared Daniel Garcia, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Virginia Rodriguez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

American Jail Association

Mail Payments To:
AMERICAN JAIL ASSOCIATION
PO BOX 824799
PHILADELPHIA, PA 19182-4799
(301) 790-3930
www.aja.org

Invoice #MBR23797

INVOICE

SHIP TO:
Daniel Garcia
Hidalgo County Sheriff's Office
P.o. Box 1228
Edinburg, TX 78540

SOLD TO:
Daniel Garcia
Hidalgo County Sheriff's Office
P.o. Box 1228
Edinburg, TX 78540

Customer Account No.	Purchase Order No.	Terms / Due Date	Order Number	Order Date	Invoice Date
1778983		NET60 - 5/30/2013	DUES15254	3/31/2013	3/31/2013

Note: We accept Visa, MasterCard, American Express and Discover. Please include a copy of this invoice with payment and reference invoice number on check. Thank You!

Qty	Item	Unit Price	Extended Price
1	Conference Members Dues: Daniel Garcia: Membership Expires On 5/31/2013	$48.00	$48.00
		Tax	$0.00
		Subtotal	$48.00
		Grand Total	$48.00
		Received	-
		Amount Due	$48.00

US FUNDS ONLY

Pay your bill online! Login to our secure website at www.aja.org to view your member account billing status in real-time and pay a bill online. To get started you'll need your member account number (#1778983) and password to login to our secure login page at https://members.aja.org/users/login.aspx. If you do not know your password you can try using our password recovery tool or contact our office at (301) 790-3930 for more details. Thank you!

AI-38142 **8. A.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Financial Report: March 2013

BACKGROUND

Policy Council Approval: 04.17.13

Attachments

Financial Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/11/2013 08:31 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Linda Galaviz Started On: 04/10/2013 02:21 PM

Final Approval Date: 04/19/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: April 17, 2013

SUBJECT: Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report: March 2013

****

INITIATED BY: Elma Keller, Finance Director EKeller

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

Encumbrance Budget Report - Policy Council

From 3/1/2013 Through 3/31/2013

A... C...	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance - Revised	Percent Total Budget Remaining - Revised	Current Actual
01	SALARIES	16,808,184.73	3,369,597.02	0.00	13,438,587.71	79.95%	1,243,134.50
02	FRINGE BENEFITS	5,954,588.76	1,224,085.00	0.00	4,730,503.76	79.44%	425,183.79
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
05	SUPPLIES	731,455.00	262,851.65	46,762.99	421,840.36	57.67%	98,688.50
06	OTHER COST	1,957,668.51	399,165.73	23,049.77	1,535,453.01	78.43%	194,347.61
Report Total		25,461,897.00	5,255,699.40	69,812.76	20,136,384.84	79.08%	1,961,354.40

AI-38149 **8. B.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Risk Management Quarterly Report

BACKGROUND

Policy Council Approval: 04.17.13

Attachments

Risk Management Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/10/2013 03:39 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Linda Galaviz Started On: 04/10/2013 02:39 PM

Final Approval Date: 04/19/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: April 17, 2013

SUBJECT: Approval of Risk Management Report

RATIONALE/NEED: A quarterly Risk Management Report on Worker's Compensation cases will be submitted to keep the Policy Council informed on employee injuries and absences.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Risk Management Report

****

INITIATED BY: Noemi Flores, Safety Officer Noemi Flores

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Human Resource Department
Risk Management Report

First Quarterly Report 01/01/13 to 03/31/13

No.	Claim Number	Claim Type	Claimant's ID Number	Assignment	Location	Date of Injury	Projected End Date	Type of Injury	Comments
1.	13493903	Type Denied	001532	Assistant Teacher	Edcouch	01/07/13	03/05/13	Fall	Closed
2.	13494166	Medical	004087	Teacher	Edcouch	01/09/13	04/02/13	Human Bite	Closed
3.	13494258	Record Only	004434	Custodian	Palmview II	01/09/13	01/10/13	Strain	Closed
4.	13494291	Record Only	001733	Teacher	Austin A-1	01/10/13	01/10/13	Slip/Fall	Closed
5.	13494357	Record Only	004524	Substitute	Education	01/10/13	01/11/13	Contusion	Closed
6.	13494678	Type Denied	003517	Special Services Facilitator	Administration	01/14/13	03/12/13	Strain	Closed
7.	13495445	Medical	004456	Teacher	Edinburg IV	01/22/13	Open	Trip/Fall	On-Going
8.	13495809	Record Only	002086	Center Manager	Las Milpas II	01/24/13	01/25/13	Fall	Closed
9.	13496162	Record Only	004059	Assistant Teacher	Edinburg IV	01/25/13	01/29/13	Human Bite	Closed
10.	13496164	Medical	004528	Teacher	Mercedes I	01/29/13	03/03/13	Trip/Fall	Closed
11.	13496408	Type Denied	003842	Assistant Teacher	Sullivan City	01/30/13	04/01/13	Trip/Fall	Closed
12.	13496671	Record Only	001653	Assistant Teacher	San Juan I	02/01/13	02/04/13	Fall	Closed
13.	13497075	Record Only	002121	Support Service Assistant	McAllen V	02/04/13	02/06/13	Slip/Fall	Closed
14.	13497358	Record Only	004371	Assistant Teacher	Donna I	02/07/13	02/08/13	Struck By	Closed

Hidalgo County Head Start Program
Human Resource Department
Risk Management Report

First Quarterly Report 01/01/13 to 03/31/13

No.	Claim Number	Claim Type	Claimant's ID Number	Assignment	Location	Date of Injury	Projected End Date	Type of Injury	Comments
15.	13497623	Record Only	004141	Substitute	Education	02/11/13	02/12/13	Struck By	Closed
16.	13497918	Type Denied	004211	Teacher	Mercedes I	02/13/13	Open	Trip/Fall	On-Going
17.	13497990	Record Only	001409	Custodian	Weslaco III	02/14/13	02/15/13	Contusion	Closed
18.	13498052	Type Denied	003788	Maintenance Worker	Administration	02/14/13	Open	Strain	On-Going
19.	13498400	Record Only	004429	Custodian	Edcouch	02/19/13	02/20/13	Contusion	Closed
20.	13498648	Medical	000511	Field Operations Director	Administration	02/20/13	03/21/13	Insect Bite	Closed
21.	13498755	Record Only	004334	Teacher	Hidalgo	02/22/13	02/22/13	Trip/Fall	Closed
22.	13499035	Record Only	004321	Disability Service Aide	Progreso	02/25/13	02/26/13	Slip/Fall	Closed
23.	13499275	Medical	002102	Assistant Teacher	Edinburg V	02/27/13	Open	Sprain/Strain	On-Going
24.	13499575	Medical	001990	Support Service Assistant	Alton	02/28/13	Open	Slip/Fall	On-Going
25.	13499374	Record Only	002100	Assistant Teacher	Weslaco I	02/28/13	02/28/13	Fall	Closed
26.	13499717	Medical	001931	Assistant Teacher	Pharr	03/04/13	Open	Fall	On-Going
27.	13500063	Record Only	001889	Assistant Teacher	Edcouch	03/05/13	03/07/13	Human Scratch	Closed
28.	13499862	Medical	004089	Teacher	Edcouch	03/05/13	Open	Human Bite	On-Going

Hidalgo County Head Start Program
Human Resource Department
Risk Management Report

First Quarterly Report 01/01/13 to 03/31/13

No.	Claim Number	Claim Type	Claimant's ID Number	Assignment	Location	Date of Injury	Projected End Date	Type of Injury	Comments
29.	13500088	Record Only	003006	Assistant Teacher	Palmview III	03/06/13	03/07/13	Trip/Fall	Closed
30.	13500309	Record Only	002091	Teacher	Sullivan City	03/08/13	03/11/13	Dog Bite	Closed
31.	13500948	Record Only	004503	Teacher	Mercedes I	03/18/13	03/18/13	Stapled Hand	Closed
32.	13502190	Medical	004429	Custodian	Edcouch	03/22/13	Open	Slip/Contusion	On-Going
33.	13502098	Type Denied	004428	Disability Service Aide	Austin A-1	03/26/13	Re-Open	Fall	On-Going
34.	13502093	Record Only	002294	Assistant Teacher	Alton	03/26/13	03/27/13	Trip/Fall	Closed
35.	13502186	Medical	004434	Custodian	Palmview II	03/27/13	Open	Crush Injury	On-Going
36.									
37.									
38.									
39.									
40.									
41.									

AI-38148 **8. C.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Special Services Report: March 2013

BACKGROUND

Policy Council Approval: 04.17.13

Attachments

REPORT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/10/2013 03:39 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Linda Galaviz Started On: 04/10/2013 02:35 PM

Final Approval Date: 04/19/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: April 17, 2013

SUBJECT: Approval of Special Services Monthly Report

RATIONALE/NEED: This report keeps the Policy Council Members informed on the number count of children with special needs.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Special Services Report: March 2013

****

INITIATED BY: Connie Horta, Special Services Director

REVIEWED BY: Nora S. Munoz, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Special Services Monthly Program Report
March, 2013

Center	LEA Diagnosed	Pending LEA Referrals	# Receiving Rehab Services	Did Not Quality	Parent Refusal of Services	Total Center Enroment	10% Quota
Alamo	14	0	5	0	0	117	12
Alton	20	1	11	1	0	100	10
Donna I	24	6	24	9	6	136	14
Donna II	6	0	7	2	0	60	6
Donna IV	3	1	9	4	1	33	3
Edcouch	15	6	17	2	0	182	18
Edinburg I	3	0	7	0	0	57	6
Edinburg II	3	3	8	0	0	34	3
Edinburg III	5	0	2	0	0	51	5
Edinburg IV	19	0	26	2	6	194	19
Edinburg V	16	0	12	1	0	154	15
Elsa	7	2	2	0	0	57	6
Hidalgo	8	0	2	1	0	54	5
La Herencia	6	0	2	4	0	52	5
La Joya	10	0	6	1	0	94	9
Las Milpas I	14	0	10	0	0	114	11
Las Milpas II	6	0	4	3	0	51	5
Austin 1 Stop	15	2	18	0	0	135	14
McAllen IV	7	0	4	1	0	51	5
McAllen V	7	0	0	0	0	57	6
McAllen VI	9	0	2	0	2	51	5
Vine Terrace	8	0	5	0	0	57	6
Mercedes I	20	6	7	0	1	117	12
Mercedes II	5	1	3	1	0	34	3
Mission I	9	1	1	0	0	80	8
Mission II	12	0	8	1	1	148	15
Mission III	6	0	1	1	0	51	5
Mission IV	7	0	2	0	0	55	6
Monte Alto	5	7	0	1	0	37	4
Palmview I	12	4	13	0	0	100	10
Palmview II	13	0	12	0	0	160	16
Palmview III	10	1	4	0	0	120	12
Pharr	15	1	4	1	0	94	9
Progreso	10	8	2	0	0	57	6
San Carlos	7	0	11	4	0	80	8
San Juan I	6	0	10	0	0	54	5
San Juan II	19	0	17	0	0	179	18
Sullivan	11	0	4	2	0	94	9
UTPA	6	2	5	1	0	34	4
Weslaco I	8	0	12	3	1	77	8
Weslaco II	5	0	4	3	0	74	7
Weslaco III	6	4	6	0	1	97	10
Western Rd	8	0	4	0	0	57	6
Total	**425**	**56**	**313**	**49**	**19**	**3690**	**369**

10% Quota Met

4/3/2013

AI-38145 **8. D.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Texas Department of Agriculture Meals and Snacks Monthly Report: March 2013

BACKGROUND

Policy Council Approval: 04.17.13

Attachments

Meals/Snacks Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/10/2013 03:39 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Linda Galaviz Started On: 04/10/2013 02:30 PM

Final Approval Date: 04/19/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: April 17, 2013

SUBJECT: Approval of Texas Department of Agriculture Meals and Snacks Monthly Reports

RATIONALE/NEED: This report will be presented to the Policy Council each month.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Meals-Snacks Report: March 2013

****

INITIATED BY: Gilbert Silva, Child Nutrition Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Texas Department of Agriculture
Hidalgo County Head Start Program
Meals and Snack Report

	Apr. '12	May. '12	June/July '12	Aug. '12	Sept. '12	Oct. '12	Nov. '12	Dec. '12	Jan. '13	Feb. '13	*Mar. '13	Meal Totals
Breakfast	59,892	51,944	Centers closed	46,011	62,533	72,089	56,696	40,949	51,541	57,453	47,157	499,108
Lunch	58,397	50,397	Centers closed	46,001	62,221	71,842	56,203	40,143	51,192	57,255	46,756	493,651
PM Snack	51,023	42,608	Centers closed	41,563	53,697	62,409	47,699	33,472	43,969	51,723	41,365	428,163
Monthly Totals	169,312	144,949	Centers closed	133,575	178,451	206,340	160,598	114,564	146,702	166,431	135,278	1,420,922

*Preliminary

Rates for Free Meal Reimbursement

Breakfast: $ 1.55

Lunch: $ 2.86

Cash in Lieu of Commodities (Lunch): $0.2275

Snack: $ 0.78

Submitted by: *Veronica Templeton, CN Bookkeeper*

AI-38143 **8. E.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Children's Application for 2013-2014

BACKGROUND

Policy Council Approval: 04.17.13

Attachments

Childrens Applications

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/10/2013 03:39 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Linda Galaviz Started On: 04/10/2013 02:23 PM

Final Approval Date: 04/19/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: April 17, 2013

SUBJECT: Approval of Children's Applications for Program Year 2013-2014

RATIONALE/NEED: The Children's Applications Sub-Committee has reviewed the children's applications to ensure that age and income eligibility requirements for enrollment have been met.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Children's Applications Report

****

INITIATED BY: Irma E. Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

Application Status Report: PY 2013 - 2014 (Approval Date: 04/17/2013)

	Location (#of Rooms/Lic Cap)	Quota	Returning Students	1st Yr Students	Approved To Date	Pending Approval	Waiting List	Vacancies
1	Alamo (6 - 119)	117	56			91	30	
2	Alton (5 - 100)	100	49			35		16
3	Donna I (8 - 136)	136	66			72	2	
4	Donna II (3 - 60)	60	26			29		5
5	Donna IV (2 - 33)	33	18			17	2	
6	Edcouch (10 - 257)	182	82			64		36
7	Edinburg I (3 - 67)	57	27			25	5	
8	Edinburg II (2 - 34)	34	17			22	5	
9	Edinburg III (3 - 51)	51	26			33	8	
10	Edinburg IV (10-194)	194	85			97		12
11	Edinburg V (8 - 182)	154	66			77		11
12	Elsa (3 - 64)	57	27			22		8
13	Hidalgo (3 - 60)	54	24			12		18
14	La Herencia (3 - 52)	52	27			37	12	
15	La Joya (5 - 116)	94	52			55	13	
16	Las Milpas I (6 - 120)	114	50			68	4	
17	Las Milpas II (3 - 51)	51	27			37	13	
18	Austin (7 - 178)	135	71			87	23	
19	McAllen IV (3 - 51)	51	24			29	2	
20	McAllen V (3 - 67)	57	26			25	6	
21	McAllen VI (3 - 51)	51	24			33	6	
22	Mercedes I (6 - 119)	117	50			68		1
23	Mercedes II (2 - 34)	34	17			23	6	
24	Mission I (4 - 110)	80	36			31	13	
25	Mission II (8 - 148)	148	65			53		30
26	Mission III (3 - 51)	51	26			27		2
27	Mission IV (3 - 62)	55	32			34	1	
28	Monte Alto (2 - 40)	37	16			20		1
29	Palmview I (8 - 188)	100	50			31		19
30	Palmview II (8 - 192)	160	77			29		54
31	Palmview III (6 - 122)	120	67			53	0	
32	Pharr (5 - 100)	95	45			77	27	
33	Progreso (3 - 60)	57	23			21		13
34	San Carlos (4 - 80)	80	38			84	42	
35	San Juan I (3 - 60)	54	25			31	2	
36	San Juan II (10 - 182)	179	81			99	1	
37	Sullivan City (6 - 124)	94	45			40		9
38	UTPA (2 - 34)	34	16			27	9	
39	Vine Terrace (3 - 60)	56	31			38	13	
40	Weslaco I (4 - 84)	77	35			39		3
41	Weslaco II (4 - 84)	74	39			54	19	
42	Weslaco III (5 - 100)	97	48			35		14
43	Western Rd (3 - 69)	57	30			39	12	
	GRAND TOTAL	3690	1762	0	0	1920	276	252

AI-38107 **9. A.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Michelle Mendoza Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

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

BACKGROUND

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

APPLICANT	***FUNDING YEAR***	***GRANT AMOUNT***	***LENDER***	***LEGAL DESCRIPTION***
CARLOS MALACARA	FY 2012	$7,500	USDA	LOT 154 RIO LARGO ESTATES PH II HIDALGO TX

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

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/09/2013 08:29 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Mary Flores Started On: 04/08/2013 03:21 PM

Final Approval Date: 04/19/2013

COUNTY OF HIDALGO

STATE OF TEXAS

URBAN COUNTY PROGRAM

HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this 23rd day of April 2013, between the County of Hidalgo, State of Texas ("County") and *Carlos Malacara.*("Owner").

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

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

NOW THEREFORE, the County and Owner agree as follows:

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

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at:
Lot 154 Rio Largo Estates Subdivision Phase II, Hidalgo, HIDALGO COUNTY TEXAS more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt

and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

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

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

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

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

8. County agrees to expend $ 7,500 ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

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

10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date used in the Loan Documents, County will forgive Owner's outstanding HOMEBUYER ASSISTANCE Funds on the Repayment Date in an amount equal to the HOMEBUYER ASSISTANCE Funds.

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

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

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

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;

(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;

(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;

(iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and

(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

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

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

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

COUNTY OF HIDALGO

URBAN COUNTY PROGRAM

_____

DIANA R. SERNA

DIRECTOR

_____

Carlos Malacara

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me Carlos Maracara ON THIS _____ day of_____, 2013.

_____

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me Diana R. Serna ON THIS _____day of _____,2013.

_____

NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"

To a

Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY:

Lot 154 Rio Largo Estates Subdivision Phase II Hidalgo, HIDALGO COUNTY TEXAS

Exhibit "B"

To a

Homebuyer Assistance Program Contract

Copy of CONTRACT

AI-38140 **10. A.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Ray Eufracio, CPA Submitted By: Alvaro Chuc, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

1. Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Report for the Month of March 2013.
2. Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/10/2013 03:42 PM
Olga Garza	Olga Garza	04/19/2013 03:48 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Alvaro Chuc Started On: 04/10/2013 01:46 PM

Final Approval Date: 04/19/2013

AI-38163 **11. A.**

CC CONSENT

Meeting Date: 04/23/2013

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

General Fund Salary and Fringes Sweep (1100):
Approval to transfer General Fund lapsed salaries and related fringes from various departments to the Countywide Administration - Contingency account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: G/F Countywide Obj. 113 & 230

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

BUDGETARY IMPACT:

Please refer to attached G/F Salary Sweep & Fringes Analysis as of 4-17-13 for obj. 113

Attachments

GF salary sweep

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	04/18/2013 11:28 AM
Budget & Management	Angela Garcia	04/18/2013 04:34 PM
Manuel Chapa	Angela Garcia	04/19/2013 09:15 AM
Ivan Cantu (Originator)	Ivan Cantu	04/19/2013 09:42 AM
Manuel Chapa	Monica Badillo	04/19/2013 10:59 AM
Ivan Cantu (Originator)	Ivan Cantu	04/19/2013 01:13 PM
Manuel Chapa	Manuel Chapa	04/19/2013 03:37 PM
Budget & Management	Angela Garcia	04/19/2013 03:44 PM
Obdett Calzada	Obdett Calzada	04/19/2013 03:55 PM
Manuel Chapa	Manuel Chapa	04/19/2013 04:01 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Ivan Cantu Started On: 04/10/2013 03:58 PM

Final Approval Date: 04/19/2013

Hidalgo County

Department of Budget & Management

1ST SALARIES SWEEP, OBJ. 113
AS OF WEDNESDAY, APRIL 17, 2013

			Amounts based on BAP Salary Schedule			SAGE	
Account No.	Obj. Code	Department Name	2013 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries For Year-End (E*19.2)	Obj. 113 Available Balance as of 4-17-13	Total Sweep
110041200115014	121	VISITING JUDGES-TEMP F/T EMPLOYEES	0.00	0.00	0.00	0.00	30,000.00
110041200009003	113	INDIGENT DEFENSE	307,965.00	11,844.81	227,420.31	226,536.59	883.72
110041200031001	113	MASTER COURT	88,070.00	3,387.31	65,036.31	64,697.56	338.75
110041200032001	113	MASTER CRT II	88,070.00	3,387.31	65,036.31	64,697.56	338.75
110041200045001	113	CRIMINAL AUXILIARY COURT	216,093.00	8,311.27	159,576.37	158,745.23	831.14
110041200055001	113	CHILD PROTECTIVE COURT	70,343.00	2,705.50	51,945.60	57,448.08	(5,502.48)
110041200061001	113	JP PCT 1/PL 1	159,809.00	6,146.50	118,012.80	117,398.07	614.73
110041200062001	113	JP PCT 1/PL 2	159,809.00	6,146.50	118,012.80	123,189.03	(5,176.23)
110041200063001	113	JP PCT 2/PL 1	125,819.00	4,839.19	92,912.49	92,428.51	483.98
110041200064001	113	JP PCT 2/PL 2	125,819.00	4,839.19	92,912.49	92,511.98	400.51
110041200065001	113	JP PCT 3/PL 1	151,035.00	5,809.04	111,533.54	111,758.91	(225.37)
110041200066001	113	JP PCT 3/PL 2	185,024.00	7,116.31	136,633.11	136,220.15	412.96
110041200067001	113	JP PCT 4/PL 1	192,987.00	7,422.58	142,513.48	142,064.91	448.57
110041200068001	113	JP PCT 4/PL 2	340,664.00	13,102.46	251,567.26	262,150.23	(10,582.97)
110041200069001	113	JP PCT 5/PL 1	125,819.00	4,839.19	92,912.49	92,551.58	360.91
110041200080002	113	CRIM DA	4,849,441.00	186,516.96	3,581,125.66	3,696,489.33	(115,363.67)
110041200080013	113	DA CIVIL LITIGATION	268,771.00	10,337.35	198,477.05	144,128.80	54,348.25
110041200090001	113	DIST CLERK	2,089,674.00	80,372.08	1,543,143.88	1,558,546.12	(15,402.24)
110041230085003	113	PUBLIC DEFENDER	598,358.00	23,013.77	441,864.37	457,505.44	(15,641.07)
110041300110006	113	CO JUDGE	878,633.00	33,793.58	648,836.68	666,334.97	(17,498.29)
110041300125001	113	EXECUTIVE OFFICE	358,678.00	13,795.31	264,869.91	272,469.32	(7,599.41)
110041400130001	113	ELECTIONS DEPT	719,786.00	27,684.08	531,534.28	531,505.55	28.73
110041500200001	113	INFORMATION TECHNOLOGY	1,010,817.00	38,877.58	746,449.48	752,124.39	(5,674.91)
110041514115001	113	BUDGET & MANAGEMENT	885,432.00	34,055.08	653,857.48	695,411.81	(41,554.33)
110041515140001	113	TAX OFF	4,162,149.00	160,082.65	3,073,586.95	3,070,426.11	3,160.84
110041516150001	113	CO TREASURER	487,248.00	18,740.31	359,813.91	359,751.47	62.44

Hidalgo County

Department of Budget & Management

1ST SALARIES SWEEP, OBJ. 113
AS OF WEDNESDAY, APRIL 17, 2013

			Amounts based on BAP Salary Schedule			SAGE	
Account No.	Obj. Code	Department Name	2013 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries For Year-End (E*19.2)	Obj. 113 Available Balance as of 4-17-13	Total Sweep
110041518160001	113	PURCHASING	1,092,936.00	42,036.00	807,091.20	840,295.82	(33,204.62)
110041540180001	113	CO CLERK	2,082,291.00	80,088.12	1,537,691.82	1,558,279.16	(20,587.34)
110041550190002	113	HUMAN RESOURCES	375,412.00	14,438.92	277,227.32	291,691.49	(14,464.17)
110041910210001	113	PLANNING DEPT	647,201.00	24,892.35	477,933.05	477,824.22	108.83
110041940220001	113	FACILITIES MANAGEMENT	2,709,997.00	104,230.65	2,001,228.55	2,035,807.14	(34,578.59)
110041950125003	113	SAFETY	567,909.00	21,842.65	419,378.95	429,854.33	(10,475.38)
110042100080003	113	AUTOPSIES	82,560.00	3,175.38	60,967.38	60,649.88	317.50
110042100125011	113	TX DPS	138,642.00	5,332.38	102,381.78	102,941.01	(559.23)
110042100280001	113	SHERIFF	14,032,665.00	539,717.88	10,362,583.38	10,510,169.91	(147,586.53)
110042100291001	113	CONSTABLE PCT.1	623,618.00	23,985.31	460,517.91	444,572.53	15,945.38
110042100292001	113	CONSTABLE PCT.2	518,865.00	19,956.35	383,161.85	398,626.41	(15,464.56)
110042100293001	113	CONSTABLE PCT.3	703,732.00	27,066.62	519,679.02	529,963.26	(10,284.24)
110042100294001	113	CONSTABLE PCT.4	725,757.00	27,913.73	535,943.63	537,232.35	(1,288.72)
110042100295001	113	CONSTABLE PCT.5	0.00	0.00	0.00	(350.19)	350.19
110042210300001	113	FIRE MARSHAL	219,002.00	8,423.15	161,724.55	160,135.36	1,589.19
110042300320034	113	ALTERNATIVE INCARCERATION PRG	210,380.00	8,091.54	155,357.54	167,976.29	(12,618.75)
110042321280002	113	JAIL	14,093,427.00	542,054.88	10,407,453.78	10,578,370.74	(170,916.96)
110042900110075	113	EMERGENCY MANAGEMENT	256,306.00	9,857.92	189,272.12	188,382.37	889.75
110043200121001	113	SANITATION PCT.1	554,930.00	21,343.46	409,794.46	422,944.48	(13,150.02)
110043200122001	113	SANITATION PCT.2	395,201.00	15,200.04	291,840.74	323,341.06	(31,500.32)
110043200123001	113	SANITATION PCT.3	1,044,233.00	40,162.81	771,125.91	826,029.54	(54,903.63)
110043200124001	113	SANITATION PCT.4	374,311.00	14,396.58	276,414.28	274,974.76	1,439.52
110044100340001	113	HEALTH ADM	1,255,947.00	48,305.65	927,468.55	909,290.69	18,177.86
110044100340003	113	HEALTH CLINICS	2,994,683.00	115,180.12	2,211,458.22	2,280,061.45	(68,603.23)
110044400240001	113	HUMAN SERVICES	931,279.00	35,818.42	687,713.72	693,628.02	(5,914.30)
110044400360001	113	CHILD WELFARE	82,594.00	3,176.69	60,992.49	68,061.77	(7,069.28)

Hidalgo County

Department of Budget & Management

1ST SALARIES SWEEP, OBJ. 113
AS OF WEDNESDAY, APRIL 17, 2013

			Amounts based on BAP Salary Schedule			SAGE	
Account No.	Obj. Code	Department Name	2013 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries For Year-End (E*19.2)	Obj. 113 Available Balance as of 4-17-13	Total Sweep
110044400370001	113	VETERAN'S SRV	128,921.00	4,958.50	95,203.20	101,035.51	(5,832.31)
110045200121013	113	PARKS PCT.1	509,483.00	19,595.50	376,233.60	375,866.27	367.33
110045200122008	113	PARKS PCT.2	407,275.00	15,664.42	300,756.92	341,392.74	(40,635.82)
110045200123008	113	PARKS PCT.3	436,969.00	16,806.50	322,684.80	323,536.51	(851.71)
110045200124009	113	PARKS PCT.4	333,698.00	12,834.54	246,423.14	245,968.06	455.08
110046100380001	113	TX AGRILIFE EXT	176,946.00	6,805.62	130,667.82	129,987.14	680.68
110046600121050	113	PCT 1 CRC	62,240.00	2,393.85	45,961.85	45,722.44	239.41
110046600122018	113	PCT 2 CRC	100,552.00	3,867.38	74,253.78	74,169.84	83.94
110046600122082	113	PCT 2 CRC - SOUTH TOWER RD	94,178.00	3,622.23	69,546.83	69,983.78	(436.95)
110046600124077	113	PCT 4 CRC	32,769.00	1,260.35	24,198.65	24,072.59	126.06
			67,643,222.00	**2,601,662.38**	**49,951,917.78**	**50,789,580.43**	**(807,662.65)**

1100-415-00-115-002-0-899 Co. Wide Adm.-Contingency **807,662.65**

TOTALS **-**

To sweep lapsed salaries (obj. 113) expenditures to the Co. Wide Administration account.

AI-37995 **12. A.**

CC CONSENT

Meeting Date: 04/23/2013

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

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of payment for **Inv# M171700 ($501.00)** as submitted by **HALFF ASSOCIATES, INC.**, in connection to contract **#C-11-291-01-24 (WA#1)** for the purposes of: "Building Repairs/Renovation, Alterations and/or Additions to County Owned Buildings within Hidalgo County Precinct No. 4"--**PROJECT: Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County**

BACKGROUND

Invoice #M171700-Halff Assoc Inc-C-11-291-01-24 (WA#1)

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-419-40-220-048-0-720

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

BUDGETARY IMPACT:

PO# 681398 available balance as of 4-18-13 $1,683.25

Attachments

Inv# M171700-Halff-C-11-291-01-24 (WA#1)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/11/2013 10:35 AM
Budget & Management	Merlen P. Munoz	04/11/2013 04:14 PM
Manuel Chapa	Manuel Chapa	04/19/2013 10:55 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Letty Saenz Started On: 04/02/2013 01:18 PM

Final Approval Date: 04/19/2013

RECEIVED 4/2/13

ORIGINAL

INVOICE

HALFF

ENGINEERS · ARCHITECTS · SCIENTISTS · PLANNERS · SURVEYORS

REMITTANCE ADDRESS:
P.O. Box 910259
Dallas, TX 75391-0259
www.halff.com

RECEIVED APR 02 2013 By

Hidalgo County Commissioner's Court
Facilities Management Dept.
P.O.Box 1356
Edinburg, TX. 78540

Attention: Mr. Richard Sunday

Invoice Date : 03/25/2013
Invoice # : M171700
Project : 29024
Invoice Group : 01
Client Code : HIDAL5

Project Name : Hidalgo County\2012 Various WA

For Professional Services Rendered through: 3/17/2013

Re: Engineering Services
Edinburg, TX

Project Name: 3 Modular Buildings Annex Structure
Contract Number: C-11-291-01-24
Work Athorization #01
Purchase Order #681398

** Please contact Maribel Martinez (956-664-0286) with any questions regarding this invoice.

Phase / Task / Name	Fee	Previous Amount	% Complete	Current Amount	Total Fee Earned
WA01 -- 3 Modular Buildings Annex Structur					
CM01 -- B1 - Bid Phase Services	1,620.00	1,620.00	100.00	0.00	1,620.00
CM02 -- C1 - Construction Phase Services	10,020.00	9,018.00	95.00	501.00	9,519.00
CS01 -- A8 - Proj Specifications & Bid Doc.	1,360.00	1,360.00	100.00	0.00	1,360.00
DE01 -- A4- Electrical Engineering	9,040.00	9,040.00	100.00	0.00	9,040.00
DM01 -- A3 - Mechanical \Plumbing	2,560.00	2,560.00	100.00	0.00	2,560.00
DZ01 -- A2 - Civil Engineering	9,060.00	9,060.00	100.00	0.00	9,060.00
SD01 -- A1 - Survey for Design	1,040.00	1,040.00	100.00	0.00	1,040.00
SUB1 -- A5 - ADA Compliance \Coordination	2,725.00	2,043.75	75.00	0.00	2,043.75
SUB2 -- A6 - Geotechnical Report-RABA	6,200.00	6,200.00	100.00	0.00	6,200.00
SUB3 -- A7 - Architectural \Dannenbaum	12,000.00	12,000.00	100.00	0.00	12,000.00
Phase WA01 Subtotal	**55,625.00**	**53,941.75**	**97.87**	**501.00**	**54,442.75**
Totals:	**55,625.00**	**53,941.75**	**97.87**	**501.00**	**54,442.75**

Total Fee Earned To Date	54,442.75
Less Previous Billings	53,941.75
Amount Due this Invoice	**501.00**

TERMS: DUE UPON RECEIPT
ORIGINAL

(214) 346-6200
(214) 739-0108 Fax

Purchase Order

COUNTY OF HIDALGO

PO#: 681398

DATE: 09/20/12

Needed 09-04-12

VENDOR: 221562 REQ:00222314

Email: BUYER:

Phone: SHIP TO: FACILITIES MANAGEMENT DEPARTMENT

HALFF ASSOCIATES, INC. 3100 S. BUSINESS HWY 281

5000 WEST MILITARY HIGHWAY, SUITE 100 EDINBURG TX 78539

MCALLEN TX 78503

Vendor Acct:

CONTACT:

SITE: FACILITIES MANAGEMENT

Special Instructions: Contract No: C-11-291-01-24

REQ# 793

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		APPROVED THRU C.C. ON 09/11/2012		
		C-11-291-01-24 EXP 01/23/2013		
1	EACH	CC MODULAR BUILDINGS BEING SUPPLIED BY RAMTECH THROUGH CONTRACT #335-10 PROJECT #2012-204-0GG	55,625.00	55,625.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		55,625.00
		********** For Hidalgo County use only		
		2-1342-419-40-220-048-0-720	55,625.00	
		Approved		

Authorized by: Martha L. Salazar

AI-38050 **12. B.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to modify current contract dates from 4-27-12 thru 4-26-13 to reflect correction of new dates of 10-1-2012 thru 9-30-2013 for "Turnkey Purchase of a New Records Management Software for Hidalgo County HIDTA Task Force", under the same rates, terms and conditions with Cardinal Tracking , Inc., (originally approved by CC meeting of 04-24-2010) due to final installation and training was completed until 9-14-2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1254-412-00-270-014-0-336

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

BUDGETARY IMPACT:

PO# 675043

Account available balance as of 4-19-13 $1,200.00

Attachments

Cardinal Tracking Email

Current Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/17/2013 09:28 AM
Budget & Management	Angela Garcia	04/17/2013 11:18 AM
Manuel Chapa	Manuel Chapa	04/19/2013 10:55 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Gricelda Villarreal Started On: 04/04/2013 09:35 AM

Final Approval Date: 04/19/2013

Zimbra **cris.ayala@co.hidalgo.tx.us**

Re: Notice of 60 day extension

From : Jeffrie Roberts <jroberts@cardinaltracking.com> Fri, Apr 05, 2013 09:08 AM

Subject : Re: Notice of 60 day extension 3 attachments

To : Cris Ayala <cris.ayala@co.hidalgo.tx.us>

Cc : Steve Puente <spuente@cardinaltracking.com>, Steve Leuschner <sleuschner@cardinaltracking.com>

External images are not displayed. Display images below

Hi Chris!

I was a bit confused by this email and the contract dates mentioned, so I've done a little research and this is what I found out.

1. Your original agreement to purchase BADGE was initiated in April 2010.

2. Cardinal did not complete the installation and training or issue an invoice until 9/14/2010. The original software license & support agreement that came with your purchase officially began 10/1/2010 and expired 9/30/2011. (see attached invoice #94824.

3. You renewed your contract in August of 2011, Invoice #97376 (see attached). New contract dates: 10/1/2011-9/30/2012.

4. You renewed your contract again in August of 2012, Invoice #100408 (see attached). New contract dates: 10/1/2012 - 9/30/2013.

Based on my research, your current expiration date is 9/30/2013 and therefore a 60 day extension for the period of April 27, 2013 - June 25, 2013 is not necessary. You won't receive a new renewal invoice until July of 2013 for the next contract dates of 10/1/2013 - 09/30/2014.

Please contact me if you have any questions regarding the above or if you still need any documents completed. I'm always happy to help!

Jeffrie

On Thu, Apr 4, 2013 at 11:24 AM, Cris Ayala <cris.ayala@co.hidalgo.tx.us> wrote:

> Hi Jeffrie,
>
> I apologize for the short notice but please be advise that Hidalgo County will be exercising the option of a 60-day extension regarding the current contract (see page 4 of Exhibit A) with

HIDTA Task Force in reference to the software licenses. Please sign memo attached and return back via fax of email.

If you have any questions in regards, please do not hesitate to call me.

Thank you,
--

Cris *Ayala*
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph.: (956) 318-2626 or (956) 292-7000 Ext. 4867
Fax: (956) 292-7612
email: cris.ayala@co.hidalgo.tx.us

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Ms. Jeffrie Roberts

Cardinal Accounts Manager

1825 Lakeway Dr., Suite 100
Lewisville, TX 75057-6046
Phone: 800-285-3833 ext 110
Fax: 972-539-8914
jroberts@cardinaltracking.com

HIDTA INITIAL PURCHASE INVOICE #94824.pdf
130 KB
2ND YEAR RENEWAL INVOICE #97376.pdf
113 KB
3RD YEAR - RENEWAL INVOICE # 100408.pdf
115 KB

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

E-12-125-04-24

March 9, 2012

Cardinal Tracking Inc.
C/O Steve Leushner
Lewisville, Tx 75057-6046

Via email: sleushner@cardinaltracking.com
Effective from: 04-27-2012 thru 04-26-2013

Re: E-11-162-04-26
"Turn-key Purchase of a New Records Management Software" for Hidalgo County HIDTA Task Force.

Dear Mr. Leushner:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the final one (1) year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of March 27, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Monday, March 12, 2012, via facsimile to (956) 956-292-7612 or email to : cris.villarreal@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 4/4/2012

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

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

Sincerely,

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department
auditors

REQUIREMENTS AGREEMENT
C-10-049-04-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **April 27, 2010** and between **CARDINAL TRACKING INC.** "("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **" Turn-key Purchase of a New Records Management Software,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products and Warranty") for a period one (1) year with the County's option to renew two (2) additional one (1) year terms based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase and/or license from Seller, and Seller agrees to sell and/or license to Buyer, all of the Products that Buyer may require for use by Buyer in **"Turn-key Purchase of a New Records Management Software"** in the areas of **Hidalgo County HIDTA Task Force** projects for a period of **one(1) year** commencing upon execution of contract, with the County's option to renew for two (2) additional one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agree that the Products will meet the specifications set forth in Exhibit "A" hereto. To the extent of any conflict between the terms of the Agreement and any other agreements offered or required by Seller for Buyer to license and/or purchase the Records Management Software, the terms of Agreement shall control.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by contractor to the location(s) in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon

thirty (30) days written notice at any time for any reason or no reason at all.

5. Seller shall license to Buyer the rights to utilize the Records Management Software by separate document(s). The terms of this Requirements Agreement, shall control over any conflicting terms of the Records Management Software License agreements.

6. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge

100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Cardinal Tracking Inc.
Attn: Steve Leushner
1825 Lakeway Dr. Suite 100
Lewisville, Tx 75057-6046

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the

provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, 4-27-10 .

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

HIDALGO COUNTY

By: _____

Rene A. Ramirez, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

CARDINAL TRACKING INC.

By: _____

Printed Name: Megan Mitchell

Title: Account Manager

Cost of Cardinal's Annual Software Maintenance

First Year of the Annual Software Maintenance and Support - Included	NO CHARGE
* Cost of the Second Year of the Annual Software Maintenance Agreement :	$ 3,041.10
* Cost of the Third Year of the Annual Software Maintenance Agreement :	$ 3,041.10

Note: Optional 24/7/365 Software Maintenance and Support is available on request by the Customer.

* Second and Third Year Cost of the Annual Software Maintenance Agreement is based on 18% of the SOf TW. RE ONLY See below for detail breakdown.

1	BADGE SE Police RMS Base System Pkg. Tier I	$ 4,995.00	$	4,995.00
15	BADGE SE Multi-User Licenses Tier 1	$ 295.00	$	4,425.00
1	BADGE SE Vehicle Maintenance Module Tier 1	$ 995.00	$	995.00
1	BADGE SE Warrants Module Tier 1	$ 995.00	$	995.00
1	PLIS SE Photo Lineup Imaging System Tier 1	$ 2,995.00	$	2,995.00
1	BADGE SE Enhanced Property Professional Software	$ 1,995.00	$	1,995.00
1	BADGE SE Enhanced Property - Cardinals Tracer Plus Professional Software	$ 237.00	$	237.00
1	BADGE SE Enhanced Property - Cardinal ODBC Link for Tracer Plus	$ 258.00	$	258.00
	Sub-Total Software Only :		$	16,895.00

ginning of the Second Year Annual Support Agreement is based on 18% of Software Only : 18%

Cost of the 2nd Year of Annual Software Maintenance Agreement : $ 3,041.10

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

HIDALGO COUNTY
HIDTA TASK FORCE

REQUEST FOR PROPOSAL

“TURN-KEY PURCHASE OF A NEW RECORDS MANAGEMENT SOFTWARE”

RFP NO: 2010-049-03-24CGV

HIDALGO COUNTY HIDTA TASK FORCE
REQUEST FOR PROPOSAL
"TURN-KEY PURCHASE OF A NEW RECORDS MANAGEMENT SOFTWARE"
RFP NO: 2010-049-03-24-CGV

OVERVIEW:
The County of Hidalgo is seeking sealed proposals from qualified vendors to furnish all items essential for a "**TURN-KEY PURCHASE OF A NEW RECORDS MANAGEMENT SOFTWARE**" for the HIDTA Task Force*.* The proposed system must provide a turnkey solution that includes all hardware and software, software upgrades, maintenance, warranty and training (if necessary) for the HIDTA Task Force Department. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"TURN-KEY PURCHASE OF A NEW RECORDS MANAGEMENT SOFTWARE"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, March 24, 2010. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2010-049-03-24CGV

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, **March 17, 2010, at 5:00 P.M**. at (956) 318-2629. Responses will be sent to all applicants via

facsimile by Friday, **March 19, 2010**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for the period of one (1) year with the County's option to extend the contract for two (2) additional one (1) year terms based on funds availability.

Hidalgo County reserves the right to continue this proposal for an additional sixty days (60) "grace period" at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

Additional requirements to be included in the contract, stated under **SPECIFICATIONS/REQUIREMENTS** (Warranty, Maintenance and Service) in ***Attachment "A"*** .

DAVIS BACON ACT: (if applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

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:

a. **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.

   i. 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.

   ii. 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.

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

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

   v. 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.

b. **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.

c. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d. **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.

e. **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.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a qualified vendor with proven software experience in Law Enforcement for "Turn-key Purchase of a New Records Management Software. The proposer who

will directly perform the services is required to have any and all applicable licenses, permits and certifications necessary services and must include with RFP, including but not limited to the following:

- The proposer must provide a Company Profile with the number of years in business;
- The proposer must provide documented evidence of their experience in developing a supporting Law Enforcement Record Management Software;
- The proposer must provide a listing off all Optional Modules and Related Software Products that are available and are 100% integrated with Records Management Software being proposed;
- The proposer must supply a list of customers, contacts, phone numbers of customers using the Records Management and Related Software products in the state of Texas.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member designated Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on a proposal page based on the scope of services/requirements requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, March 24, 2010.**

SCOPE OF SERVICES/REQUIREMENTS

GENERAL INFORMATION:
Hidalgo County HIDTA TASK FORCE (hereafter called County) intents to contract with the most qualified providers (hereafter called "vendor") to provide all items essential for the "**TURN-KEY PURCHASE OF A NEW RECORDS MANAGEMENT SOFTWARE"** to include all labor , hardware,

software, software updates, warranty, maintenance and training required. The System should be available for installation upon award of the contract and/or purchase order.

STATEMENT OF WORK/REQUIREMENTS

As requested and further detailed in Attachment "A" enclosed herein.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

ADDITIONAL INFORMATION:

- All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

- Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

EVALUATION COMMITTEE:

The HIDTA Task Force Staff and/or member(s) of the Purchasing Department.

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services. Hidalgo County HIDTA Task Force will evaluate the proposals utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners' Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County HIDTA Task Force, including but not be limited to, the items listed below:

1.	Capability and Software Performance	25 points
2.	Ability to provide all services requested	20 points
3.	Financial Stability and Experience with Law Enforcement Systems .	20 points
4.	Cost and Warranty/Maintenance Service	35 points

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County HIDTA Task Force will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County HIDTA Task Force will make a recommendation to Hidalgo County Commissioners' Court for approval of rank and/or award of proposal before proceeding with negotiation process.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/5/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Diana Allred
Independent Insurance Group 3010 LBJ Freeway Ste. 920 Dallas TX 75234-7004	PHONE (A/C, No, Ext): 972-231-8277 FAX (A/C, No): E-MAIL ADDRESS: dianaa@indinsgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Co	
INSURER B : Hartford Fire Ins. Co.	
INSURER C : Twin City Fire Ins Co Co	29459
INSURER D : Sentinel Insurance Company	
INSURER E :	
INSURER F :	

INSURED

Cardinal Tracking Inc
1825 Lakeway Dr # 100
Lewisville TX 75057

COVERAGES **CERTIFICATE NUMBER:** 860960128 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY			46UUNPN2522	2/27/2012	2/27/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC							$
D	AUTOMOBILE LIABILITY			46UUNPN2522	2/27/2012	2/27/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			46RHUPN1646	2/27/2012	2/27/2013	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $ $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			46WEPO0972	2/27/2012	2/27/2013	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
B	Technology Liability			00TE025610610	2/27/2012	2/27/2013	Glitch Agg	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is included as additional insured on the general liability policy as required by written contract.

CERTIFICATE HOLDER

Hidalgo County
New Administration Building
2812 S Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-31431 **10. O.**
CC CONSENT
Meeting Date: 04/24/2012
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the final year extension as provided under the current requirements agreement for "Turnkey Purchase of A New Records Management Software for Hidalgo County HIDTA Task Force", under the same rates, terms and conditions with Cardinal Tracking, Inc., (E-11-162-04-26) for the period of 04/27/2012-04/26/2013.

BACKGROUND

Cost for third Year of the Annual Software Maintenance in the amount of $3,041.10.

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 1254-412-00-270-014-0-336
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 04/16/2012, refer to Req. #00214492

Attachments

Current Contract
backup
backup

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	04/10/2012 11:43 AM

Form Started By: Gricelda Villarreal Started On: 03/09/2012 11:22 AM
Final Approval Date: 04/10/2012

2. Pursuant to Texas Local Government Code, 263.151(1) and/or 263.152(a)(3), Commissioners Court proceed to: '...order any of the property to be destroyed or otherwise disposed of as worthless inasmuch as the sale of said items CC undertook to sell (under Subdivision (1) at auction on 4-28-12 resulted in no bids were received.

O. **AI-31431** Requesting authority to exercise the final year extension as provided under the current requirements agreement for "Turnkey Purchase of A New Records Management Software for Hidalgo County HIDTA Task Force", under the same rates, terms and conditions with Cardinal Tracking, Inc., (E-11-162-04-26) for the period of 04/27/2012-04/26/2013.

P. **AI-31207** Requesting approval of Application for Payment No. 4 in the amount of $29,407.50 from Homer Alvarez dba Alvarez Construction, contracted vendor for Morningside South Subdivision as reviewed and submitted by project engineer SAM Engineering and Surveying, Inc. (C-CAP-11-022-03-07).

AI-38201 **12. C.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Hon. Paul Villarreal, Jr.-TAC Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the Tax Assessor-Collector's request to continue the annual maintenance renewal support service protection for the image and tax servers (procured back on September 2011) with UltraBac Software to include through requisition #228548 in the amount of $895.08 for a three year service in as much as no signed documents are required including the purchase of any future hardware, software maintenance, technical support/updates/upgrades/licenses and any other pertinent related services through the life term of the equipment in place and thus avoid any work stoppage.

BACKGROUND

Tax Assessor-Collector utilizes the annual maintenance support service protection for image and tax server.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-15-140-001-0-336

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

BUDGETARY IMPACT:

Available funds as of 4/4/13 (PO 690323).
NIGP CODE 92028 emergency back up service

Attachments

Price Verification
Requisition
Quote
Agreement
Legal Letter

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Lisa Vela Started On: 04/11/2013

Final Approval Date: 04/19/2013

UltraBac Maintenance Contract Renewal | Understanding SKU's

From: Shelley Riley

To: liza lopez

Hi Liza,

Thank you for your call today requesting information regarding UltraBac's SKU's.
Regarding the attached quotation, whereby UltraBac has quoted the UltraBac Ultimate Bundle.
This product is a bundled software solution that we offer to our customers.

The AM-UB-UB-B-R is equivalent to these two SKU's which can be found on the GSA schedule, they are:

- AM-SG-R UltraBac UBDR for Windows Server | Disaster Recovery
- AM-RLSA-R UltraBac Remote/Local Server Agent for Windows | Data Protection

Please do let me know if you need any further information.
Thank you for your business!

Regards,
Shelley Riley
Director | Sales Division
Mobile | 425.830.6057
Corporate Office Toll Free # | 866.554.8562 x 229
Direct Dial | 425.274.8127
EMAIL | shelley.riley@ultrabac.com

GS-35F-0243K / ULTRABAC					
MFR Part Number	Product Description	GSA Price with IFF	Warranty	Country of Origin	SIN
UB-SS	Single Server Edition	$346.50	60 Days	US	132-33
UB-EE	Enterprise Edition	$766.50	60 Days	US	132-33
UB-LB	Standard SBS Edition	$416.50	60 Days	US	132-33
UB-SB	Premium SBS Edition	$556.50	60 Days	US	132-33
UB-SP	UBDR Pro Server Edition	$556.50	60 Days	US	132-33
UB-SG	UBDR Gold Server Edition	$696.50	60 Days	US	132-33
UB-SG-USB	UBDR Gold Server Edition w/ Flash Drive	$731.50	60 Days	US	132-33
UB-LG	UBDR Gold SBS Edition	$346.50	60 Days	US	132-33
UB-SGC	UBDR Gold Workstation Edition	$62.30	60 Days	US	132-33
UB-SS-B	Back Office Bundle	$1,746.50	60 Days	US	132-33
UB-EXA-B	Exchange Bundle	$696.50	60 Days	US	132-33
UB-SBS-B	Standard SBS Bundle	$486.50	60 Days	US	132-33
UB-SBP-B	Premium SBS Bundle	$626.50	60 Days	US	132-33
UB-DP-B	UBDR Pro Server Bundle	$626.50	60 Days	US	132-33
UB-EXA	Exchange Agent	$556.50	60 Days	US	132-33
UB-EXA-3	Exchange (3) Pack	$1,116.50	60 Days	US	132-33
UB-FTA	FTP Device	$276.50	60 Days	US	132-33
UB-LFA	Locked File Agent	$346.50	60 Days	US	132-33
UB-LFA-3	Locked File Agent (3) Pack	$766.50	60 Days	US	132-33
UB-ALA	Media Library Module	$275.50	60 Days	US	132-33
UB-ALA-A	Media Library Module 3+ Drives	$626.50	60 Days	US	132-33
UB-NTA	Netware Agent	$486.50	60 Days	US	132-33
UB-OLA	Oracle Agent	$486.50	60 Days	US	132-33
UB-RLSA	RLSA Agent	$171.50	60 Days	US	132-33
UB-RLSA-3	RLSA Agent (3) Pack	$346.50	60 Days	US	132-33
UB-PTA	SharePoint Agent	$346.50	60 Days	US	132-33
UB-SQA	SQL Agent	$486.50	60 Days	US	132-33

UB-SQA-3	SQL Agent (3) Pack	$976.50	60 Days	US	132-33
UB-TVA	TSM Device	$486.50	60 Days	US	132-33
UB-UCA	UltraCopy	$275.50	60 Days	US	132-33
UB-IXA	Primary Unix Agent	$275.50	60 Days	US	132-33
UB-IXA-A	Secondary Unix Agent	$66.50	60 Days	US	132-33
UB-VCA	VCB Agent	$346.50	60 Days	US	132-33
MFR Part Number	Product Description	GSA Price with IFF	Warranty	Country of Origin	SIN
AM-SS	Maintenance Single Server Edition	$126.00	1-Year	US	132-34
AM-EE	Maintenance Enterprise Edition	$220.50	1-Year	US	132-34
AM-LB	Maintenance Standard SBS Edition	$125.30	1-Year	US	132-34
AM-SB	Maintenance Premium SBS Edition	$160.30	1-Year	US	132-34
AM-SP	Maintenance UBDR Pro Server Edition	$140.00	1-Year	US	132-34
AM-SG	Maintenance UBDR Gold Server Edition	$161.00	1-Year	US	132-34
AM-SG-USB	Maintenance UBDR Gold Server Edition w/ Flash Drive	$161.00	1-Year	US	132-34
AM-LG	Maintenance UBDR Gold SBS Edition	$105.00	1-Year	US	132-34
AM-SGC	Maintenance UBDR Gold Workstation Edition	$45.50	1-Year	US	132-34
AM-SS-B	Maintenance Back Office Bundle	$420.00	1-Year	US	132-34
AM-EXA-B	Maintenance Exchange Bundle	$189.00	1-Year	US	132-34
AM-DP-B	Maintenance UBDR Pro Server Bundle	$213.50	1-Year	US	132-34
AM-EXA	Maintenance Exchange Agent	$94.50	1-Year	US	132-34
AM-EXA-3	Maintenance Exchange (3) Pack	$192.50	1-Year	US	132-34
AM-FTA	Maintenance FTP Device	$59.50	1-Year	US	132-34
AM-LFA	Maintenance Locked File Agent	$59.50	1-Year	US	132-34

AM-LFA-3	Maintenance Locked File Agent (3) Pack	$129.50	1-Year	US	132-34
AM-ALA	Maintenance Media Library Module	$59.50	1-Year	US	132-34
AM-ALA-A	Maintenance Media Library Module 3+ Drives	$125.30	1-Year	US	132-34
AM-NTA	Maintenance Netware Agent	$84.00	1-Year	US	132-34
AM-OLA	Maintenance Oracle Agent	$84.00	1-Year	US	132-34
AM-RLSA	Maintenance RLSA Agent	$24.50	1-Year	US	132-34
AM-RLSA-3	Maintenance RLSA Agent (3) Pack	$49.00	1-Year	US	132-34
AM-PTA	Maintenance SharePoint Agent	$70.00	1-Year	US	132-34
AM-SQA	Maintenance SQL Agent	$84.00	1-Year	US	132-34
AM-SQA-3	Maintenance SQL Agent (3) Pack	$168.00	1-Year	US	132-34
AM-TVA	Maintenance TSM Device	$168.00	1-Year	US	132-34
AM-UCA	Maintenance Ultra Copy	$70.00	1-Year	US	132-34
AM-IXA	Maintenance Primary Unix Agent	$66.50	1-Year	US	132-34
AM-IXA-A	Maintenance Secondary Unix Agent	$22.75	1-Year	US	132-34
AM-VCA	Maintenance VCB Agent	$91.00	1-Year	US	132-34

Requisition

Req # 00228548

PO #

Date: 01/04/13

Bill To: x
x

Vendor : 349526
ULTRABAC SOFTWARE
15015 MAIN ST, STE 200
BELLEVUE WA 98007-5229

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: TAX OFFICE
956-289-7472

Contract No:

Special Instructions:
C-52

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CUSTOMER: C27100059 BILLING AND SHIPPING ADDRESS: 2804 S BUS HWY 281 EDINBURG, TX 78539 DO NOT DUPLICATE ORDER		
4.00	EACH	ANNUAL MAINTENANCE RENEWAL SUPPORT SERVICE PROTECTION FOR IMAGE & TAX SERVER ULTIMATE BUNDLE	319.67	1,278.68
1.00	EACH	30.0% GSA DISCOUNT GSA SCHEDULE GS-35F0243K GSA CONTRACT EXPIRY 02/03/2015 FEDERAL ID# 91-1178250 PRO-RATED FOR 13 MONTHS - COMMON EXPIRY DATE CHANGED DUE TO UNPROCESSED DOCUMENTS. TAX- EXEMPT ULTRABACK LICENSE SERVER(s): IMAGESERVER, TAXSERVER v9.2	-383.60	-383.60
1.00		CURRENT COVERAGE EXPIRES: 12/30/12 MAINTENACE RENEWAL VALID THROUGH 1/30/2014		.00
.00	EACH	PO SUBJECT TO INCREASE	.00	.00
		Account No	Encumbrance	
		3-1100-415-15-140-001-0-336	895.08	
			Freight	.00
			Total	895.08
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req# 228548

RECEIVED FEB 05 2013 By

ULTRABAC SOFTWARE

15015 Main Street, Suite 200 - Bellevue, WA 98007 -
Corporate Office: (866) 554-8562 - Fax: (425) 644-8222 - 2nd Fax: (425) 274-8137
Email: maint@ultrabac.com

INVOICE

Date	Invoice #
01/04/13	120012-214R-1

Customer: County of Hidalgo - Tax Office
Fernando Cantu
2804 US Hwy 281
Edinburg, TX 78539

Phone: (956)289-7457
Fax: (956)318-2733
Email: fernando.cantu@taxoffice.co.hidalgo.tx.us

SOFTWARE MAINTENANCE RENEWAL
Support Services + Update Protection - 1 Year

Customer #	Terms	UltraBac Contact
C27100059	See Below	Dianna Baxter

Qty	SKU	Description	Unit Price	Ext. Price
4	AM-UB-B-R	Annual Maintenance Renewal Ultimate Bundle	$319.67	$1,278.68
		30.0% GSA Discount GSA Schedule GS-35F-0243K GSA Contract Expiry 02/03/2015 Federal ID #91-1178250 **Pro-rated for 13 months - Common expiry date changed due to unprocessed documents.** **Tax-exempt**		-$383.60

UltraBac License Server(s):
IMAGESERVER, TAXSERVER v9.2

SubTotal	$895.08
Sales Tax	$0.00
Total	**$895.08**

Current Coverage Expires: 12/30/12
Maintenance Renewal valid through 1/30/2014

Terms & Conditions:
-A Maintenance reinstatement fee of $50 or 10% will apply after 01/30/2013.
-Maintenance coverage can not be renewed after 05/30/2013.
-Payable in USD

ORDER ACCEPTANCE:

Authorized Signature

PO Number

Credit Card Number

Print Name | Date

Name on Card

Credit Card Expiry Date

GSA eLibrary

GSA Federal Acquisition Service

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Search: all the words Go

Contractor Information

(Vendors) How to change your company information

Contract #:	GS-35F-0243K
Contractor:	BARRATT EDWARDS INTERNATIONAL CORPORATION
Address:	15015 MN ST STE 200 BELLEVUE, WA 98007-5229
Phone:	(425)644-6000
E-Mail:	sales@ultrabac.com
Web Address:	http://www.ultrabac.com
DUNS:	062738521
NAICS:	443120

Socio-Economic : Small business
Veteran Owned Small business

EPLS : Contractor not found on the Excluded Parties List System

Govt. Point of Contact:
Kofi B. Amoa-Mensah
Phone: 703-605-3576
E-Mail: kofi.amoa-mensah@gsa.gov

Contract Clauses/Exceptions:
View the specifics for this contract

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0243K		Feb 3, 2015	132 33 132 34		

228548 agenda# 36712

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is MORGAN EDWARDS I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: ULTRABAC SOFTWARE.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   ULTRABAC, UBDR GOLD, AND AGENTS
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature Morgan Edwards

SWORN AND SUBSCRIBED TO under oath before me on 27th day of Dec., 2012.

Notary Public
State of Washington
LIEN B STAUDT
MY COMMISSION EXPIRES
April 15, 2015

Lien B. Staudt
NOTARY PUBLIC

Lien B. Staudt
PRINTED NAME

4/15/2015
MY COMMISSION EXPIRES

COMPANY NAME: Ultrabac Software
ADDRESS, CITY, STATE & ZIP CODE: 15015 main St, Ste 200, Bellevue, WA 98007
PHONE: 425-644-6000 NUMBER: _____
CONTACT NAME AND TITLE: Dianna Baxter - Direct Accounts Admin.
WEB ADDRESS: www.Ultrabac.com EMAIL: Ultrabacmaintence@Ultrabac.c
FEDERAL TAX ID NUMBER: 91-111-8250 TEXAS SALES TAX NUMBER: _____

UltraBac Software End User License Agreement

ULTRABAC SOFTWARE (Barratt Edwards International Inc.; "LICENSOR" or "ULTRABAC") is a Washington corporation with its principal offices located at 15015 Main Street, Bellevue, WA 98007.

CUSTOMER: READ CAREFULLY BEFORE INSTALLING THE SOFTWARE PRODUCT(S).

WHEN USED IN THIS END USER LICENSE AGREEMENT, THE TERMS "YOU," "LICENSEE" AND "CUSTOMER" MEAN THE PURCHASER OF A SOFTWARE PRODUCT AS DEFINED IN THIS AGREEMENT, AND THE TERMS "YOUR," "YOURS," "LICENSEE'S" AND "CUSTOMER'S" ARE INTERCHANGEABLE.

THIS LICENSE AGREEMENT AND THE APPENDICES ATTACHED HERETO ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "EULA."

EACH SOFTWARE PRODUCT (AS DEFINED IN SUBSECTION 1.d IN THIS EULA AND ATTACHED APPENDICES A-1 AND A-2) CONTAINS COPYRIGHTS, INVENTIONS, TRADE SECRETS AND OTHER INTELLECTUAL PROPERTY RIGHTS (AS DEFINED IN SUBSECTION 1.a BELOW) BELONGING TO ULTRABAC OR LICENSED FROM THIRD PARTIES, INCLUDING MICROSOFT CORPORATION.

YOU MAY NOT INSTALL, COPY, DISPLAY, EXECUTE, PERFORM OR USE A SOFTWARE PRODUCT EXCEPT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS EULA. A SOFTWARE PRODUCT MAY ONLY BE INSTALLED, COPIED, DISPLAYED, EXECUTED, PERFORMED AND/OR USED IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED IN THIS EULA AND THE APPENDIX THAT APPLIES TO THE SPECIFIC SOFTWARE PRODUCT BUT ONLY WHEN YOU HAVE FULLY PAID FOR SUCH SOFTWARE PRODUCT.

IF YOU INSTALL, COPY, DISPLAY, EXECUTE, PERFORM OR MAKE ANY OTHER USE OF A SOFTWARE PRODUCT, YOU ARE DEEMED TO HAVE ACCEPTED AND YOU ARE BOUND BY ALL THE TERMS AND CONDITIONS OF THE EULA (INCLUDING WITHOUT LIMITATION EACH APPENDIX APPLICABLE TO SUCH SOFTWARE PRODUCT).

IN ORDER TO USE A SOFTWARE PRODUCT, YOU MAY BE REQUIRED TO OBTAIN A UNIQUE ELECTRONIC ACTIVATION CODE OR CODES FROM ULTRABAC TO ENABLE INSTALLATION, COPYING, DISPLAY, EXECUTION, PERFORMANCE AND OTHER USE OF THE SOFTWARE PRODUCT.

IF YOU DO NOT ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, YOU ARE PROHIBITED FROM INSTALLING, COPYING, DISPLAYING, EXECUTING, PERFORMING, OR USING IN ANY OTHER FASHION ANY SOFTWARE PRODUCT. IN SUCH CASE, YOU MAY, WITHIN 30 DAYS OF PURCHASE OF A SOFTWARE PRODUCT, AS EVIDENCED BY THE VENDOR'S RECEIPT AND/OR INVOICE, CONTACT THE VENDOR THAT SOLD YOU A SOFTWARE PRODUCT FOR ANY REFUND OR CREDIT THAT MAY BE ALLOWED BY THE VENDOR'S PRODUCT RETURN POLICIES.

IF, HOWEVER, YOU PURCHASED A SOFTWARE PRODUCT DIRECTLY FROM ULTRABAC, YOU MAY RETURN TO ULTRABAC THE SOFTWARE PRODUCT, EXCLUDING SOFTWARE UPDATES AND CONVERSIONS, AND THE PURCHASE PRICE WILL BE REFUNDED IN FULL ONLY IF YOU (1) CONTACT ULTRABAC FOR A RETURN AUTHORIZATION NUMBER WITHIN 15 DAYS FROM DATE OF PURCHASE OF SUCH SOFTWARE PRODUCT AS EVIDENCED BY THE SOFTWARE PRODUCT RECEIPT/INVOICE; (2) RETURN THE PACKAGE CONTAINING THE SOFTWARE PRODUCT AND ITS DOCUMENTATION, MEDIA AND ALL RELATED ITEMS TO ULTRABAC IN UNDAMAGED AND RESALABLE CONDITION; AND (3) CERTIFY IN WRITING THAT YOU HAVE NOT KEPT, DISTRIBUTED, SHARED, SOLD, LOANED ANY COPY OF THE SOFTWARE PRODUCT OR OTHERWISE VIOLATED THIS LICENSE.

PLEASE BE AWARE THAT ANY VIOLATION OF THIS EULA IS ALSO UNLAWFUL AND WOULD SUBJECT YOU TO CLAIMS OF INFRINGEMENT, MISAPPROPRIATION AND CONVERSION OF ULTRABAC'S COPYRIGHTS, TRADE SECRETS, INVENTION RIGHTS, AND OTHER INTELLECTUAL PROPERTY RIGHTS, AND WILL SUBJECT YOU AND EACH INDIVIDUAL INFRINGER TO CLAIMS FOR BOTH ENTITY AND PERSONAL LIABILITY FOR DAMAGES (INCLUDING WITHOUT LIMITATION STATUTORY DAMAGES) AND OTHER REMEDIES AND RELIEF. ANY VIOLATION OF THIS EULA MAY ALSO CONSTITUTE VIOLATION OF CRIMINAL LAWS.

IF YOU PURCHASED A SOFTWARE PRODUCT THAT IS AN UPGRADE OF AN EARLIER VERSION OF A SOFTWARE PRODUCT, THEN TERMS AND

CONDITIONS IN THIS EULA SHALL SUPERSEDE THE TERMS AND CONDITIONS OF THE LICENSE THAT APPLIED TO THE EARLIER VERSION, AS OF THE DATE OF INSTALLATION OF THE UPGRADE.

Section 1. DEFINITIONS.

The following definitions apply to this License.

a. "Intellectual Property Rights" shall mean all worldwide intellectual property rights arising under statutes, laws, regulations, common law, treaties, conventions, or other source, whether or not vested or inchoate, including, without limitation, all (i) provisional patents, patents applications, patents, conceptions, Inventions as defined herein, discoveries, or improvements owned or licensable, including without limitation any patent applications filed or patents acquired before, on or after YOUR purchase of a Software Product for any Intellectual Property Rights in existence in the Software Product that YOU purchased or in any updates, patches, fixes or upgrades to such Software Product; (ii) rights associated with works of authorship including copyrights, copyright applications, copyright registrations, moral rights, mask work rights, mask work applications, and mask work registrations; (iii) rights relating to the protection of trade secrets and any Confidential Information as defined herein; (iv) trademark, trade dress, or service mark rights; (v) any right analogous to those set forth in this Subsection 1.a and any other proprietary rights relating to intangible or industrial property; and (vi) utility models, divisionals, continuations, continuations-in-part, renewals, reissues, and extensions of the foregoing (whether now existing, hereafter filed, issued, or acquired), for any Intellectual Property Rights existing prior to, on or after the Effective Date in or to the Software Product that YOU purchased or in or to any updates, patches, fixes or upgrades to such Software Product.
b. "Invention" as used herein is to be construed broadly and includes, but is not limited to, concepts, discoveries and ideas, whether patentable or not, including but not limited to computerized business methods, programs, methods, applications, designs, formulas, machines, methods, processes, product ideas or designs, and techniques, as well as improvements thereof or know-how related thereto.
c. "Confidential Information" is to be construed broadly and includes, but is not limited to, all of the following: software architecture, data and other recorded information, designs, devices, discoveries, drawings, Inventions, know-how, materials and documents, procedures and products, software (including interfaces, object code, source code, firmware and any and all enhancements, related documentation, releases, revisions, and updates thereto), trade secrets, specifications, and the like, all whether in preliminary or final form and in and on any media whatsoever, that are created, conceived, reduced to practice, developed, discovered, invented or made, relating to the Software Product. Confidential Information does not include what is already public or what is later publicly made known without any unlawful acts, omissions and conduct of CONTRACTOR or third-parties.
d. "Software Product" or "Software Products" shall mean ONLY the software program or software products from those listed below that CUSTOMER purchased AND that is or are specifically identified in ULTRABAC's invoice or invoices, including without limitation, applications, help files, libraries, executables, applets, user manuals and documentation, technical manuals, systems manuals, keyboard function strips, and any and all other products included in any package, box or container, and all associated Intellectual Property for all computer operating systems ("Platforms"). A current list of software products and pricing are available at the following Web pages: Products Main Page or Products Order Page.
e. "Person" shall mean an individual or any form of organization or entity including, but not limited to, corporations, partnerships, associations, limited liability companies, and governmental units. "YOU" may be any one of the aforesaid individuals or entities defined as a "Person."
f. "Virtual Machine" shall mean an operating system that is running in a "virtualized" environment hosted on a physical computer whether the virtualization is accomplished by software or hardware, including for example only and not by way of limitation, software providing Virtual Machine environments including without limitation Microsoft Virtual PC, Microsoft Virtual Server, User-mode Linux, and VMware, or hardware-based virtual machines such as Intel's VT

(Vanderpool) and AMD's Pacifica.

Section 2. GRANTS OF LICENSE; WinPE MODIFIED OBJECT CODE LIMITATIONS.

a. The Appendices set forth the specific licenses granted for specific Software Products provided, however, that a license only becomes operative upon authorized purchase and payment by CUSTOMER for each such license. Unless specifically allowed by the appendices that apply to a specific Software Product, each virtual machine (as defined in subsection 1.f above) requires a separately purchased and licensed software product, and no software product may be used on more than one virtual machine. In other words, if a server has two or more virtual machines, then each virtual machine must have a fully paid-up and licensed software product for that virtual machine for any use of any software product. Each "physical" machine requires the purchase of a Software Product in addition to the purchase of a Software Product for each Virtual Machine that may be allowed to use such Software Product. As an example, if a physical machine runs a Software Product and also hosts two Virtual Machines that also use such Software Product or that otherwise runs such Software Product in their virtual environments, then a total of three Software Product licenses for that Software Product must be purchased for lawful and permitted use under this EULA. All terms and conditions of this EULA shall apply to each Software Product, subject to such additional terms and conditions contained in the Appendices. Appendices A-1 and A-2 lists certain Software Products. Appendix A-3 sets forth additional grants and restrictions with respect to such Software Products. PLEASE BE ADVISED THAT YOU may request from ULTRABAC special written permissions and mechanisms for transferring installation and use of purchased Software Products within your computing environment (for example, from one server to another server), but any approval by ULTRABAC is within the sole discretion of ULTRABAC and must be made in writing signed by an authorized representative of ULTRABAC and such writing must be made a part of this EULA as an Amendment, with all other terms and conditions of this EULA (including appendices) remaining in effect.

b. WinPE Modified Object Code. Some of the Software Products are also subject to a "Microsoft Windows Pre-Install Environment License and Distribution Agreement." Windows® is a registered trademark of Microsoft Corporation. "Modified Object Code" means the Microsoft Windows XP Professional binary code as modified in part by the Windows Pre-Install Environment Tool ("WinPE Tool"). ULTRABAC's Software Products contain Modified Object Code. Only so long as CUSTOMER is in compliance with this License can the CUSTOMER lawfully use the Modified Object Code that is included in the installation and use of the Software Product. The CUSTOMER may not lawfully use the Modified Object Code separate, apart, and independently of the Software Product licensed from ULTRABAC. Microsoft Corporation shall not have any obligations to CUSTOMER arising from or with respect to this License or the Modified Object Code. Nothing in this EULA shall constitute or be deemed any grant or attempted grant of any rights or immunities to or under Microsoft's intellectual property or proprietary rights in the Modified Object Code. ***The WinPE Tool date limited (a legal "time bomb" as defined by Microsoft) and the Modified Object Code will stop functioning 24 hours after a Software Product is launched, in which case the Software Product must be launched again for the Modified Object Code to function for up to another 24 hour period.*** The Modified Object Code is provided "AS IS." CUSTOMER acknowledges and agrees that CUSTOMER disclaims any and all Microsoft Corporation liability related to the SOFTWARE Product or the Modified Object Code. All CUSTOMER support issues will be handled solely by ULTRABAC in accordance with its support policies in effect at the date of any request for support, including without limitation terms and conditions for support, including charges for support. In no case shall CUSTOMER request technical support regarding use of the SOFTWARE Products containing the Modified Object Code. The Modified Object Code may not be licensed on any terms inconsistent with terms and conditions of the "Microsoft Windows Pre-Install Environment License and Distribution Agreement."

Section 3. TERM AND TERMINATION.

a. Term. This EULA shall be effective so long as CUSTOMER is in compliance with all its terms and conditions.
b. Termination of EULA. This EULA shall be automatically terminated upon any breach by CUSTOMER of any of its terms and conditions. Any such termination shall not operate as a bar, discharge, forgiveness, waiver, impairment, or other limitation of ULTRABAC's rights in law or equity against any CUSTOMER who breaches this EULA, including without limitation, rights to any unpaid license fees. Immediately upon any termination of this EULA arising from CUSTOMER's breach of this License and without any obligation of ULTRABAC to notify CUSTOMER of said breach, CUSTOMER's rights to the applicable Software Products shall be terminated, and CUSTOMER shall return to ULTRABAC all documentation and materials and copies thereof within its possession or control and thereafter shall make no further use of the Software Products.
c. Survival. Sections 1, 2.b, 3, 4, 5, 6, and 7 shall survive any termination of this EULA.

Section 4. LIMITED WARRANTY AND DISCLAIMER; LIMITATIONS OF LIABILITY.

a. LIMITED WARRANTIES. Only the limited warranties expressly stated in this Section 4 are made to CUSTOMER. To the maximum extent permitted by applicable laws, no other warranty of any kind, whether express or implied, is made to the Customer or any other Person.
    1. ULTRABAC warrants that it has the right to make the licenses granted by this EULA.
    2. ULTRABAC makes no warranty of any kind, implied or express, that any Software Product will meet CUSTOMER's requirements, or that any Software Product will be uninterrupted or error-free. The Software Products are licensed "AS IS" and with all faults. ULTRABAC makes no warranty as to use or performance of a Software Product.
b. NO IMPLIED WARRANTIES. EXCEPT AS EXPRESSLY STATED IN SECTION 4.a.(1) ABOVE, ULTRABAC DOES NOT MAKE AND HEREBY SPECIFICALLY EXCLUDES AND DISCLAIMS ALL WARRANTIES OR INDEMNITIES, WHETHER EXPRESS, IMPLIED, OR ARISING BY TRADE USAGE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS, RESULTS, LACK OF NEGLIGENCE, OR ANY THING ELSE. YOU HEREBY EXPRESSLY WAIVE ALL SUCH OTHER WARRANTIES OR INDEMNITIES, EXPRESS OR IMPLIED.
c. LIMITATIONS OF LIABILITY AND REMEDIES.
    1. UNDER NO CIRCUMSTANCES SHALL ULTRABAC OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, OR SUPPLIERS, BE LIABLE FOR ANY SPECIFIC PERFORMANCE OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, TREBLE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATING TO THIS EULA OR ANY SOFTWARE PRODUCT (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST GOODWILL OR PROFITS, LOSS OF DATA OR SOFTWARE, WORK STOPPAGE OR IMPAIRMENT OF OTHER GOODS, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR REASONABLE CARE, NEGLIGENCE, OR FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) EVEN IF ULTRABAC OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, OR SUPPLIERS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBLITY OF SUCH DAMAGES, AND WHETHER OR NOT ANY EXCLUSIVE RIGHT UNDER THIS EULA FAILS IN ITS ESSENTIAL PURPOSE.
    2. THE RIGHTS AND REMEDIES OF CUSTOMER ARE SPECIFICALLY SET FORTH IN THIS SECTION 4 AND ARE THE CUSTOMER'S EXCLUSIVE REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER. IN NO CASE SHALL ANY POTENTIAL LIABILITY TO A CUSTOMER FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT OR GENERAL DAMAGES, BY ULTRABAC OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS,

AFFILIATES, OR SUPPLIERS, IN THE AGGREGATE EXCEED THE DOLLAR NUMBER EQUAL TO (A) THE TOTAL LICENSE FEES PAID BY THE CUSTOMER TO ULTRABAC IN THE THIRTY-SIX (36) MONTHS FOR THE SOFTWARE PRODUCT PRIOR TO THE DATE OF ANY EVENT GIVING RISE TO ANY CLAIM TIMES (B) THE NUMBER EQUAL TO THIRTY-SIX (36) MINUS THE NUMBER OF MONTHS THAT THE SOFTWARE PRODUCT PERFORMED, DIVIDED BY (C) THIRTY SIX (36). AS AN EXAMPLE ONLY, IF A SOFTWARE PRODUCT WORKS FOR TWENTY-FIVE (25) MONTHS PRIOR TO AN EVENT GIVING RISE TO A CLAIM, THEN THE NUMBER TO BE USED FOR B IS ELEVEN (11; 36 - 25 = 11). THE "CAP" ON DAMAGES THEN EQUALS 11/36 TIMES THE TOTAL LICENSE FEES PAID FOR THE PRODUCT IN THE THIRTY-SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

3. NOTHING IN THE FOREGOING SHALL BE DEEMED TO EXCLUDE, RESTRICT OR LIMIT IN ANY MANNER (a) THE LIABILITY, IF ANY, OF CUSTOMER OR ANY OTHER PERSON FOR ANY INFRINGEMENT OR OTHER VIOLATION OF ANY OF ULTRABAC'S INTELLECTUAL PROPERTY RIGHTS OR (b) ANY OF ULTRABAC'S RIGHTS OR REMEDIES, IN LAW OR EQUITY.

Section 5. PROPRIETARY RIGHTS.

a. YOU shall use YOUR best efforts to prevent unauthorized installation, copying, display, execution, performance, distribution or other use in whole or in part of the Software Products.
b. No title or ownership of any of the Intellectual Property Rights in any Software Product or related materials and documentation is transferred to YOU.
c. YOU are not granted any rights of any kind to the source code of any Software Product.
d. YOU agree, recognize and acknowledge the exclusive rights, title and interest of ULTRABAC in and to ULTRABAC's trademarks, service marks, trade names, copyrights, and other Intellectual Property Rights in the Software Products.

Section 6. RESTRICTED GOVERNMENT RIGHTS; EXPORT.

a. Restricted Government Rights. The Software Product and documentation are provided with restricted rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(2)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252. 227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable, and subject further to ULTRABAC's intellectual property rights. Contractor/manufacturer is ULTRABAC SOFTWARE, 15015 Main Street, Bellevue, WA 98007.
b. Export. The Software Product and Modified Object Code are subject to U.S. export jurisdiction. YOU shall defend, indemnify and hold harmless ULTRABAC if you violate any United States laws when YOU install or deploy a SOFTWARE PRODUCT.

Section 7. MISCELLANEOUS.

a. Arbitration, Jurisdiction, Venue and Attorneys' Fees. YOU agree that any dispute regarding, relating to, or arising from this License shall be determined in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator mutually selected by the parties. The award of the arbitrator shall be final and binding on the parties. YOU agree and consent to personal jurisdiction, subject matter jurisdiction and venue in a federal or state court located in Seattle, King County, Washington, to enforce this EULA, and waive all defenses of lack of personal jurisdiction or forum nonconveniens. Any arbitration Award against YOU may be filed with one or more courts of competent jurisdiction over YOU in addition to or in lieu of any federal or state courts located in Seattle, King County, Washington. The prevailing party shall be entitled to be awarded its reasonable attorney fees and costs as awarded by the arbitrator (or the court, as the case may be). YOU further agree that these arbitration provisions are fully enforceable under the New York Convention. This EULA shall be governed by and construed in accordance with the laws of the State of Washington.
b. Invalidity/Unenforceability/Waiver. The invalidity or unenforceability of any provision of this EULA shall not affect or

impair the validity or enforceability of any other provision hereof. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein or by law. No waiver of rights shall be valid unless contained in a writing specifically referring hereto and signed by the Person against whom enforcement is sought.

c. Entire Agreement. This EULA and its attachments constitute the entire agreement with respect to the subject matters hereof, and supersedes and merges all prior and contemporaneous communications, regarding its specific subject matter. It may not be modified except by subsequent written agreement signed by authorized representatives of both YOU and ULTRABAC.
d. Binding Effect. This Agreement shall be binding upon YOU and YOUR successors and assigns, personal representative, heirs, and estate, and shall inure to the benefit of ULTRABAC and its successors and assigns.
e. Severability; Savings. If any one or more provisions of this Agreement shall be held by any court to be invalid or unenforceable because excessively broad as to scope, duration, activity or subject, such invalidity or unenforceability shall not adversely affect the validity or enforceability of any other part of this Agreement.
f. No Waiver. No waiver of any provision of this Agreement, nor delay in enforcing any rights hereunder, shall be construed as a continuing waiver or create an expectation of non-enforcement of that or any other provision or right.
g. Force Majeure. Time periods for either YOUR or ULTRABAC's performance under any provisions of this Agreement shall be extended for periods of time during which either YOUR or ULTRABAC's performance is prevented due to circumstances beyond YOURS OR ULTRABAC's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, acts of terrorism, war or other strife.
h. Headings. Headings in this EULA are for convenience only and shall not be used to interpret or construe the provisions.

APPENDICES

APPENDIX A-1: UBDR GOLD™
Products covered by UDRB GOLD™ are:

SKU	DESCRIPTION
UB-SG	UBDR Gold™ Stand Alone Server Only License
UB-SGC	UBDR Gold™ Stand Alone Workstation Only License
UB-DG	UBDR Gold™ Stand Alone Server Only License
UB-DGC	UBDR Gold™ Stand Alone Workstation Only License

APPENDIX A-2: UBDR PRO™
Products covered by UDRB PRO™ are:

SKU	DESCRIPTION
UB-SP	UBDR Pro™ Integrated Server License
UB-SPC	UBDR Pro™ Integrated Workstation License
UB-DP	UBDR Gold™ Integrated License
UB-DPC	UBDR Gold™ Integrated License

APPENDIX A-3

SUBJECT TO THE TERMS AND CONDITIONS OF THE EULA, THE FOLLOWING ADDITIONAL GRANTS OR RESTRICTIONS APPLY TO THE PRODUCTS DESCRIBED IN APPENDICES A-1

AND A-2:

1. YOU may use one licensed copy of a Software Product on one Virtual Machine as defined in Subsection 1.f of the EULA. However, YOU are required to purchase a separate license for any Software Product (any of products listed in Appendices A-1 and A-2) that YOU wish to use for each Virtual Machine and the physical machine which hosts the Virtual Machine or Virtual Machines that are to be imaged. For example only and by way of illustration, if YOUR server has five (5) Virtual Machines, YOU must purchase five licenses for a Software Product for the Virtual Machines, on the server, one for each Virtual machine, and another (sixth) license for the physical machine hosting the five Virtual Machines. The Software Product Descriptions describe the kind of machine or Virtual Machine that the Software Product may be used for when purchased and subject to the terms and conditions of the EULA and this Appendix A-3.
2. A license for any Software Product may not be transferred from one physical machine to another physical machine, a Virtual Machine to a physical machine, a physical machine to a Virtual Machine, or from a Virtual Machine to another Virtual Machine, without YOU obtaining prior written approval from ULTRABAC, which approval shall be based on ULTRABAC's sole discretion. However, YOU do not need ULTRABAC's prior written consent if and only if YOU transfer the license for a Software Product from a Virtual Machine to another Virtual Machine (regardless of whether the two Virtual Machines are on the same physical machine) only so long as the destination Virtual Machine uses the same system host name as the original Virtual Machine, and the Software Product is completely removed from the original Virtual Machine, or if the original Virtual Machine is deleted or otherwise completely unavailable for any use.
3. The use of any Software Product for deployment onto new machines or additional Virtual Machines is expressly prohibited without separate and written licensing from ULTRABAC SOFTWARE except in the limited context described in the preceding paragraph 2.
4. The use of any Software Product for upgrading either hardware or software on unlicensed physical machines or Virtual Machines is expressly prohibited without separate and written licensing from ULTRABAC SOFTWARE except in the limited context described in paragraph 2 above.
5. Each legally licensed UBDR Pro™ and UBDR Gold™ physical machine or Virtual Machine is entitled to (1) WinPE based boot CD or alternative form of media. YOU must observe all Microsoft WinPE licensing requirements and restrictions. YOU may not create, copy, maintain, or otherwise keep any duplicate copies of the WinPE based media for any reason other than a backup copy and only subject to Subsection 2.b of the EULA. For example only and without limitation, "cold" booting and backing up, and/or restoring, non-licensed machines or Virtual Machines with UBDR Gold is expressly prohibited without separate and written licensing from ULTRABAC.
6. Booting and restoring non-licensed machines or Virtual Machines with UBDR Pro™ is

expressly prohibited without separate and written licensing from ULTRABAC SOFTWARE.

7. YOU may make one copy of a purchased Software Product in machine-readable form solely for backup purposes. YOU must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software Product. YOU may not sell, transfer, assign, license, donate, give away, or otherwise allow any use of the copy of the Software made for other than backup for the licensed physical machine or Virtual Machine, except as described in paragraph 2 above. A backup copy of media or software is expressly prohibited from use with the single exception that the original has become defective, destroyed, or lost.
8. Subject to United States laws and regulations, YOU agree that ULTRABAC may audit YOUR use of the Software Product for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by YOU other than in full compliance with the terms of this Agreement, YOU shall reimburse ULTRABAC SOFTWARE for all reasonable expenses related to such audit in addition to any other liabilities YOU may incur as a result of such non-compliance.

FW: ULTRABAC SOFTWARE

From: Maria Garcia

To: liza.lopez

This is the response I received from UltraBac Software. Please call me with any questions. Thank you ☺

Mary Garcia - Jackson
Administrative Assistant
Hidalgo County Tax Office
2804 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2157
Fax: (956) 318-2733

From: Dianna Baxter [mailto:dianna.baxter@ultrabac.com]
Sent: Monday, March 11, 2013 4:29 PM
To: Maria Garcia
Subject: RE: ULTRABAC SOFTWARE

Hi Mary,
Yes, your PO will work just fine for us.
Thank you,

liza.lopez

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, March 04, 2013 9:39 AM
To: liza.lopez
Subject: Fwd: ULTRABAC AGREEMENT (REQ 228548)

Ms. Liza:
Please proceed to have vendor make changes recommended by Hon. Josephine Ramirez.
Thanks,
Marty

PS When they return modified document, we will be ready to place on agenda.

From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "michael garza" <michael.garza@da.co.hidalgo.tx.us>, "liza.lopez" <liza.lopez@co.hidalgo.tx.us>
Sent: Monday, March 4, 2013 8:53:39 AM
Subject: RE: ULTRABAC AGREEMENT (REQ 228548)

Yes

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

22848

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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, March 01, 2013 5:14 PM
To: josephine ramirez
Cc: michael garza; liza.lopez
Subject: Re: ULTRABAC AGREEMENT (REQ 228548)

We will ask company to delete the arbitration provision and accept jurisdiction in the State of Texas and be subject to laws of the State of Texas. IF they agree will that be acceptable?
Thanks,
Marty

From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "michael garza" <michael.garza@da.co.hidalgo.tx.us>
Cc: "liza.lopez" <liza.lopez@co.hidalgo.tx.us>
Sent: Friday, March 1, 2013 11:09:26 AM
Subject: RE: ULTRABAC AGREEMENT (REQ 228548)

Marty,

We have reviewed the attached end user software agreement with Ultrabac. The one concern I have with the document is at Paragraph 7(a) – miscellaneous. This provision requires the County to submit to arbitration and to subject itself to jurisdiction in Washington State and be subject to the laws of Washington State. I don't recommend agreeing to that.

Please let me know if you have any questions.

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: Friday, March 01, 2013 10:12 AM
To: josephine ramirez; michael garza
Cc: liza.lopez
Subject: Fwd: ULTRABAC AGREEMENT (REQ 228548)

Good Morning:
We need review and comment as to form of this agreement for the Tax Office so it can be placed on CC for action.
Thanks,
Marty

From: "liza.lopez" <liza.lopez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Darlene Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Cc: "liza.lopez" <liza.lopez@co.hidalgo.tx.us>
Sent: Thursday, February 28, 2013 9:25:32 AM
Subject: ULTRABAC AGREEMENT (REQ 228548)

Please sent out for legal review so I can add to Commissioners Court for approval.
Thanks:
Liza Lopez
Purchasing Department
318-2626 ext 4866

AI-38133 **12. D.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Joe Pena for Becky Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Right of Way Department:
Requesting authority to enter into a 36-month new copier (capital) lease for a WC7556 copier through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 through Requisition #234582 in the amount of $495.77/month, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-260-001-0-780

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

BUDGETARY IMPACT:

Funds available in Req# 234582 for the next 9 months. Available Req. balance $4,461.93 as of 4/19/2013.

Attachments

ROW 234582

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/18/2013 12:58 PM
Budget & Management	Angela Garcia	04/18/2013 04:34 PM
Obdett Calzada	Obdett Calzada	04/19/2013 09:49 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Tanya Delira Started On: 04/10/2013 09:20 AM

Final Approval Date: 04/19/2013

Requisition

Req # 00234582

PO #

Date: 04/09/13

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 731892
DALLAS TX 75373-1892

Ship To: RIGHT OF WAY DEPARTMENT
2802 S BUS. HWY 281
EDINBURG TX 78541

Contact: Becky Gomez
956-283-8134

53137

Contract No:

Special Instructions:
ROW- 006

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
9.00	MONTH	36 Month Lease with Xerox for a WorkCentre 7556. State contract includes maintenance and supplies for 1,000 Black Prints, Ovg.@ $0.0083 & 400 Color Prints Ovg.@ $0.0891. Trade In # VDR 003047.	495.77	4,461.93
		Account No	Encumbrance	
		3-1200-431-00-260-001-0-780	4,461.93	
			Freight	.00
			Total	4,461.93
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Capital Lease Versus Operating Lease Test
2013

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

								1	2	3a	3b	4a	4b	
CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
1/29/2013	45	Auxiliary Court	228168	985-L2	1/29/2013	WC5745	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
1/29/2013	122	Hidalgo Co. Pct 2	229179	985-L2	1/29/2013	Canon IR-2525	$122.10	N	N	36	60	$4,395.60	$4,395.60	Capital Lease
2/26/2013	25	County Crt Law 5	230656	985-L2	2/26/2013	WC3550X	$93.48	N	N	36	60	$3,365.28	$3,365.28	Capital Lease
2/26/2013	170	Auditor Admin	229727	985-L2	2/26/2013	WC7530P	$291.43	N	N	36	60	$10,491.48	$10,491.48	Capital Lease
2/26/2013	170	Auditor Inter Audit	231055	985-L2	2/26/2013	WC5745P	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
3/4/2013	85	Public Defenders	231671	985-L2	3/4/2013	WC7120P	$233.38	N	N	36	60	$8,401.68	$8,401.68	Capital Lease
3/5/2013	170	AUDITOR	231447	985-L2	3/5/2013	WC5745PT	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
3/26/2013	350	WIC (28)	230709	985-L2	3/26/2013	iR1025N	$18.37	N	N	60	60	$1,102.20	$913.71	Capital Lease
3/26/2013	8	389th Dist. Court	230271	985-L2	3/26/2013	WC7120P	$244.59	N	N	36	60	$8,805.24	$8,805.24	Capital Lease
3/26/2013	9	398th Dist. Court	231600	985-L2	3/26/2013	WC7120P	$244.59	N	N	36	60	$8,805.24	$8,805.24	Capital Lease
3/26/2013	6	332nd Dist. Court	231141	985-L2	3/26/2013	WC5845P	$172.09	N	N	36	60	$6,195.24	$6,195.24	Capital Lease
4/24/2013	260	Right of Way Dept	234582	985-L2	4/24/2013	WC7556	$495.77	N	N	36	60	$17,847.72	$17,847.72	Capital Lease

23582

XEROX®

Proposal for Hidalgo County Right of Way Department

XEROX 985-L2 TPASS
36 MO CATALOG PRICING

Pricing includes all consumables includes staples all except paper

WorkCentre 7556 Printer with 520 sheet tray, 100 sheet bypass tray, EIP, Data Security, Job Based Accounting, PostScript, Full Network Scanning, Server Fax, iFax, STD Output Tray, Left Side Tray, DADF, 50/55 ppm Speed/Nameplate Kit, 2x250 sheet OCT,

Base Unit	$ 410.78
•Office Finisher	$ 27.37
•3 Trays	$ 13.68
•1000 Blk prints-400 Clr	$ 43.94
•MONTHLY PAYMENT	**$ 495.77**

CASH PRICE OPTION **$17,847.72**

PRICE INCLUDES

State Contract Pricing includes maintenance and supplies for

1,000 Black Prints
Ovg. @ $0.0083
& 400 Color Prints
Ovg. @ 0.0891

Trade In # VDR 003047

AI-38173 **12. E.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Martha Salazar Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the sixty (60) day grace period extension as provided in the current contracts (E-12-116-04-24 and E-12-116A-04-24)-for the:"Welding Supplies and Misc. Items" for HIDALGO COUNTY, under the same rates, terms and conditions with Weldinghouse and SGS so as to have no lapse in services while procurement process is completed.

BACKGROUND

effective dates April 30, 2013 - June 28, 2013

Attachments

SGS Current Contract

Weldinghouse Current Contract

Memo-Weldinghouse

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2013 04:13 PM
Purchasing Department	Marty Salazar	04/18/2013 01:25 PM
Budget & Management	Angela Garcia	04/18/2013 04:36 PM
Olga Garza	Olga Garza	04/19/2013 03:04 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Elena Gomez Started On: 04/10/2013 05:01 PM

Final Approval Date: 04/19/2013

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

E-12-116A-04-24

March 7, 2012

S.G.S. Industrial Supplies, Inc.
Attn: Robert Garcia
2771 Robindale Road
Brownsville, Texas 78526

Via Email: rgarcia@sgsindustrial.com

Re: Extension Of Service Contract No: C-11-028B-08-09
"Additional Welding Supplies And Miscellaneous Equipment"

Dear Mr. Garcia:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the one (1) year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, March 27, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Tuesday, March 13, 2012 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

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

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

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-11-028B-08-09

THIS AGREEMENT (the "Agreement") is entered into effective as of the 9th day of August, 2011 by and between SGS Industrial Supplies, Inc.("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the "Additional Welding Supplies and Other Misc. Equipment", (the "Products") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects effective upon approval, with the County's option to extend/renew for an additional one (1) year term. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence August 9, 2011 and expire on April 29, 2012 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:	Hidalgo County Attention: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539
If to Seller:	**SGS Industrial Supplies, Inc.** **Attn: Robert N. Garcia** **2771 Robindale Road** **Brownsville, Texas 78526**

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary

laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as additional insured, and shall furnish to County certificates of such insurances coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal

therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Ct
on 8/9/2011

COMPANY: SGS Industrial Supplies, Inc.
By: Robert N. GARCIA
Printed Name: Robert N. GA
Title: MANAGER

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Stephen L. Crain

Approved By Commissioners Court: August 9, 2011

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

March 8, 2012

E-12-116-04-24

Weldinghouse, Inc.
Attn: Roel Davila
2901 N. Sugar Road
Pharr, Texas 78577

Via Email: rdavila@weldinghouse.com

Re: Extension Of Service Contract No: C-11-028A-03-28
"Welding Supplies and Other Misc. Items"

Dear Mr. Davila:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the one (1) year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, March 27, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Tuesday, March 13, 2012 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: 03/26/12

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

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

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-11-028A-03-28

THIS AGREEMENT (the "Agreement") is entered into effective as of the 28th day of March, 2011 by and between **Weldinghouse, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Welding Supplies and Other Misc. Items"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **April 30, 2011** and expire on **April 29, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: **Weldinghouse, Inc.**
301 N. McColl, Suite B
McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the

valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as additional insured, and shall furnish to County certificates of such insurances coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo

County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court on 3/28/11 RG

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Weldinghouse, Inc.
By: _____
Printed Name: Rocci J. Davila
Title: Manager

Approved By Commissioners Court: March 28, 2011

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Stephen L. Crain

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

April 12, 2013

Weldinghouse, Inc.
Attn: Roel Davila
2901 N. Sugar Road
Pharr, Texas 78577

Via Email: rdavila@weldinghouse.com

Re: Sixty (60) Day-Extension Of Service Contract No: E-12-116-04-24
"Welding Supplies and Other Misc. Items"

Dear Mr. Davila:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's to exercise its' option to exercise a sixty (60) day 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 **Tuesday, April 23, 2013** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **4:00 p.m., Tuesday, April 16, 2013 or sooner**, via facsimile to (956) 956-292-7612 or email to: cris.ayala@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: 04/17/2013

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

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

Sincerely,

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

AI-38174 **12. F.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Marty Salazar Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to substitute (corrected supporting documentation) for Agenda Item 37853 (CC approved 3-26-13) with emphasis that said substitution does not affect awarded total amount of $114,381.59 to Herrera and Hunt for Concrete Work and Water Line Improvements to Constable Precinct No. 1 Building.

BACKGROUND

Corrections made to breakdown summary in order to comply with Contract pricing. Negotiated total amount was not affected.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-421-00-220-042-0-739

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

BUDGETARY IMPACT:

Funding available as of 4-19-13
Requisition# 234656 & 234657

Attachments

AI37853 Approved 03-26-13

corrected bkup 042013

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/18/2013 01:23 PM
Budget & Management	Angela Garcia	04/18/2013 04:35 PM
Manuel Chapa	Manuel Chapa	04/19/2013 03:30 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Moises Salazar Started On: 04/11/2013 08:39 AM

Final Approval Date: 04/19/2013

1. a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, seconded byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote to approve the exemption.
Vote: 3 - 0 - Unanimously

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Sunflower Road Park Project located in Pct No. 4.

Evaluators	LeFevre Environmental & Management Consultant	Quintanilla, Headley & Associates Inc.	SAMES, Inc
Evaluator 1	99	98	97
Ranking	1	2	3

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote to approve in the order of their scores.
Vote: 3 - 0 - Unanimously

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of LeFevre Environmental & Management Consultant for: the provision of professional engineering services for Sunflower Road Park Project located in Pct No. 4.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

F. Elections

1. a. Requesting exemption from competitive bidding requirements, Texas Local Government Code, 262.024 (a)(4)-a professional service";

On motion byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve the exemption.
Vote: 3 - 0

b. Acceptance and approval of Letter of Engagement with Hon. Rolando L. Rios to provide service regarding the Department of Justice -Pre-Clearance of 2013 Voting Precinct Changes.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote to approve, not exceeding $2,000.00.

Vote: 3 - 0 - Unanimously

G. Facilites Management

1. A. Approval to add the Exterior Modifications as required to comply with including, but not limited to, City of Edinburg's beautification code(s), Fire Marshal and ADA requirements plus any other appurtenances to current contractor, CAS Companies, LP awarded vendor with Tips/Taps (contract #10012413) through one of the following options:

a. Increase existing PO #682714 in the amount of $464,681.57 which includes a quantative adjustment of $94,819.34 from original PO #682714; **or in the alternative,**
On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote of approval.
Vote: 3 - 0

b. Issue a separate PO for proposed Phase II Modifications;
NO ACTION taken on this item.

B. Requesting authorization and approval for CAS Companies, LP to utilize the Adjustment allowance of $45,000.00 in **PO #682714** for the Interior Modifications to the Courtroom modulars in the amount of $43,290.17.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

H. Constables

1. Acceptance and Approval to Award the Best Valued Proposal received from Herrera and Hunt awarded Job Order Contractor (through the County's participation with Harris County Department of Education/ CHOICE) in the amount not to exceed $114,381.59 for the Constable Pct.1 Building (Project#2013-032-01-16) Concrete Work & Water Line Improvements.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

I. Sheriff's Office

1. a. Requesting Exemption from Competitive Bidding Requirements under the Texas Local Government Code 262.024(a)(4), a professional service;

On motion byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve the exemption.
Vote: 3 - 0

b. Authority to enter into negotiate a professional Veterinary Services contract with Four Paws

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval to enter into negotiations with Four Paws.

Vote: 3 - 0 - Unanimously

2. a. Requesting exemption from competititve bidding requiremnts under the Texas Local Government Code, Section 262.024(A)(4) a professional services;

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote to approve the exemption.
Vote: 3 - 0

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluatoed through the County's approved "pool" of professional engineering services in connection with the Law Enforcement Center & Adult Detention Facility Roof Repairs;

Evaluators	ERO Architects	SAMES Engineering	Chanin Engineering ,LLC
Evaluator 1	93	82	98
Evaluator 2	88	89	96
Evaluator 3	93	81	98
Average	91	84	97
Ranking	2	3	1

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote to approve in the order of their scores.
Vote: 3 - 0

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of Chanin Engineering, LLC for: the provision of professional engineering services in connection with the Law Enforcement Center & Adult Detention Facility Roof Repairs.

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

23. **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:

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval to go into Closes Session.

Vote: 3 - 0 - Unanimously

A. Real Estate Acquisition

B. Pending and/or potential litigation

AI-37853 **Purchasing Department 22. H. 1.**
CC REGULAR
Meeting Date: 03/26/2013
Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and Approval to Award the Best Valued Proposal received from Herrera and Hunt awarded Job Order Contractor (through the County's participation with Harris County Department of Education/ CHOICE) in the amount not to exceed $114,381.59 for the Constable Pct.1 Building (Project#2013-032-01-16) Concrete Work & Water Line Improvements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-421-00-220-042-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Full funding will be in place once Interdepartmental transfer AI-37894 is complete.

Attachments

Herrera and Hunt BAFO Letter
backup
award

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/22/2013 04:01 PM
Budget & Management	Obdett Calzada	03/22/2013 04:03 PM
Glinda Pacheco	Glinda Pacheco	03/22/2013 04:14 PM
Auditor's Office	Angela Garcia	03/22/2013 04:22 PM

Form Started By: Moises Salazar Started On: 03/22/2013

Final Approval Date: 03/22/2013

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

March 21, 2013

Mr. Moises Salazar, Buyer III
Hidalgo County Purchasing Dept.
2802 S. Bus. Hwy. 281
Edinburg, TX 78539

Mr. Salazar:

In response to your email of March 20, 2013 requesting a "Best and Final Offer" on the Improvements to Weslaco Constable Building, we have reviewed our paperwork and have come to a final decision.

On Monday, March 20, 2013 at the negotiations in your office, a final figure ($114,381.59) was agreed upon by both parties. This figure leaves us at a very nominal profit margin that we feel is very much in favor of Hidalgo County. The cost figures used in tabulating the quote are from January 2013 so we are already at a loss with construction costs at this point in time. Also, keep in mind that the permit fees, if any, and the bond cost were left off the price in the tabulation. We will also have to absorb these costs.

Our "Best and Final Offer" is $114,381.59 as it is more than a fair price.

Please inform us of your final decision and we look forward to working with you.

Thank You,

Gilbert Herrera
President

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516

CHOICE FACILITY PARTNERS

JOC - 09-040JC-07

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY **Date:** 3/22/2013

Project: Concrete Work & Water Improvements to Constable Pct. 1 Building

Location: Weslaco, TX

Project Summary: Install water lines improvements.

National averages based on quantity and unit prices from RS Means - net of City Cost Index			$ 57,716.10
Competitive Bid Coefficient Choice Facilities	0.87	X	$ 50,213.01
Site Travel Factor >150 miles return	1.25	X	$
Delivery Order Size Factor			
$3 to $50,000	1.10		
$50,000 to $500,000	1.00	X	
$500,000+	0.98		
			$
Adjustments			
Reduction per negociations			$ 5,835.00
Permits & Fees	2%		$
			$
Architectural & Engineering Fees	____%		$
			$
	Sub Total		44,378.01
Payment & Performance Bond	3%		$
			$
	Delivery Order Request Quote		$ 44,378.01

Gilbert Herrera — Date 3/22/13

Herrera & Hunt, Inc. - Choice Facilities Partners Contract # 09-040JC-07

Hidalgo County
Pct 1 Constable Building
Weslaco, Texas, 78596
Date: 23-Mar-13

HIDALGO CO WATER LINE IMPROVEMENTS R1
Year 2013 Quarter 1
Unit Summary Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

Division	Description		Total
Division 01	General Requirements		$5,643.00
Division 22	Plumbing		$4,309.56
Division 33	Utilities		$40,260.48
Subtotal			$50,213.04
General Contractor's Markup on Subs		0.00%	$0.00
Subtotal			$50,213.04
General Conditions		0.00%	$0.00
Subtotal			$50,213.04
General Contractor's Overhead and Profit		0.00%	$0.00
Grand Total			$50,213.04

® 2012 Reed Construction Data 1-800-334-3509

Hidalgo County

Pct 1 Constable Building
Weslaco, Texas, 78596
Date: 23-Mar-13

HIDALGO CO WATER LINE IMPROVEMEN
Year 2013 Quarter 1
Unit Detail Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200020	Field Personnel, clerk, average	3.02	Week	$550.00	$1,661.00
013113200160	Field personnel, general purpose laborer, average	1.56	Week	$1,825.00	$2,847.00
015433200400	Rent backhoe-loader 40 to 45 HP 5/8 CY capacity, Incl. Hourly Oper. Cost.	2.99	Day	$379.60	$1,135.00
Division 01 General Requirements Subtotal					**$5,643.00**
Division 22 Plumbing					
221119421230	Backflow preventer, double check principle, corrosion resistant, automatic operation, gate valves, flanged, 6" pipe size, includes valves and four test cocks	1.00	Ea.	$4,309.56	$4,309.56
Division 22 Plumbing Subtotal					**$4,309.56**
Division 33 Utilities					
331113254120	Water supply distribution piping, polyvinyl chloride pressure pipe, 2", ASTM D2241, class 200, SDR 21, includes trenching to 3' deep	150.01	L.F.	$19.89	$2,983.70
331113254150	Water supply distribution piping, polyvinyl chloride pressure pipe, 4", ASTM D2241, class 200, SDR 21, includes trenching to 3' deep	188.00	L.F.	$30.60	$5,752.80
331113254160	Water supply distribution piping, polyvinyl chloride pressure pipe, 6", ASTM D2241, class 200, SDR 21, includes trenching to 3' deep	380.00	L.F.	$39.46	$14,994.80
331113258006	Water supply distribution piping, fitting w/rubber gasket, polyvinyl chloride, 90 degree , 4" diameter, class 150, DR 18, excludes excavation or backfill	6.00	Ea.	$54.84	$329.04
331113258020	Water supply distribution piping, fitting w/rubber gasket, polyvinyl chloride, 90 degree , 6" diameter, class 150, DR 18, excludes excavation or backfill	3.00	Ea.	$85.90	$257.70
331113258200	Water supply distribution piping, fitting w/rubber gasket, polyvinyl chloride, bend 45 degree, 4" diameter, class 150, DR 18, excludes excavation or backfill	5.00	Ea.	$46.88	$234.40
331113258220	Water supply distribution piping, fitting w/rubber gasket, polyvinyl chloride, bend 45 degree, 6" diameter, class 150, DR 18, excludes excavation or backfill	5.00	Ea.	$85.90	$429.50

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
331113258500	Water supply distribution piping, fitting w/rubber gasket, polyvinyl chloride, repair coupling, 4" diameter, class 150, DR 18, excludes excavation or backfill	3.00	Ea.	$30.53	$91.59
331113258520	Water supply distribution piping, fitting w/rubber gasket, polyvinyl chloride, repair coupling, 6" diameter, class 150, DR 18, excludes excavation or backfill	4.00	Ea.	$44.80	$179.20
331113258600	Water supply distribution piping, fitting w/rubber gasket, polyvinyl chloride, plug end, 4" diameter, class 150, DR 18, excludes excavation or backfill	1.00	Ea.	$26.99	$26.99
331113258620	Water supply distribution piping, fitting w/rubber gasket, polyvinyl chloride, plug end, 6" diameter, class 150, DR 18, excludes excavation or backfill	2.00	Ea.	$45.24	$90.48
331213157140	Water Service Connection, tapping crosses with rubber gaskets, 12" x 6", excludes excavation and backfill	3.00	Ea.	$2,361.93	$7,085.79
331216103140	Water Utility distribution Valves, butterfly valves with boxes, cast iron, mechanical joint, 6" diameter, includes valve box and mechanical joints, excludes excavation and backfill	1.00	Ea.	$1,036.48	$1,036.48
331216103714	Water Utility distribution Valves, check valves, flanged cast iron, 6" diameter, includes bolts and gaskets	2.00	Ea.	$1,345.88	$2,691.76
331216103810	Water Utility distribution Valves, gate valves, cast iron, mechanical joint, with boxes, 250 PSI, 4" diameter, includes valve box and mechanical joint, excludes excavation and backfill	1.00	Ea.	$563.54	$563.54
331216103814	Water Utility distribution Valves, gate valves, cast iron, mechanical joint, with boxes, 250 PSI, 6" diameter, includes valve box and mechanical joint, excludes excavation and backfill	1.00	Ea.	$766.86	$766.86
331216209400	Water Utility distribution Valves, check valves, rubber disc, with rubber gaskets, 2-1/2" diameter, excludes excavation and backfill	1.00	Ea.	$872.94	$872.94
331219101200	Water Utility Distribution Fire Hydrants, two way, 4'-6" depth, 4-1/2" valve, includes mechanical joints, excludes excavation and backfill	1.00	Ea.	$1,872.91	$1,872.91
Division 33 Utilities Subtotal					**$40,260.48**

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516

CHOICE FACILITY PARTNERS

JOC - 09-040JC-07

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY **Date:** 3/22/2013

Project: Concrete Work & Water Improvements to Constable Pct. 1 Building

Location: Weslaco, TX

Project Summary: Install curb & gutter improvements.

National averages based on quantity and unit prices from RS Means - net of City Cost Index			$ 90,998.36
Competitive Bid Coefficient	0.87	X	
Choice Facilities			$ 79,168.57
Site Travel Factor	1.25	X	
>150 miles return			$
Delivery Order Size Factor			
$3 to $50,000	1.10		
$50,000 to $500,000	1.00	X	
$500,000+	0.98		
			$
Adjustments			
Reduction per negociations			$ 9,165.00
Permits & Fees	2%		$
			$
Architectural & Engineering Fees	____%		$
			$
	Sub Total		70,003.57
Payment & Performance Bond	3%		$
			$
	Delivery Order Request Quote		$ 70,003.57

Gilbert Herrera — 3/22/13

Gilbert Herrera — Date

Herrera & Hunt, Inc. - Choice Facilities Partners Contract # 09-040JC-07

HIDALGO CO

WESLACO, TX, 78539
Date: 23-Mar-13

HIDALGO CO CONCRETE WORK
Year 2013 Quarter 1
Unit Summary Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

Division	Description		Total
Division 01	General Requirements		$7,284.35
Division 02	Existing Conditions		$360.68
Division 03	Concrete		$40,583.19
Division 32	Exterior Improvements		$30,940.36
Subtotal			$79,168.58
General Contractor's Markup on Subs		0.00%	$0.00
Subtotal			$79,168.58
General Conditions		0.00%	$0.00
Subtotal			$79,168.58
General Contractor's Overhead and Profit		0.00%	$0.00
Grand Total			$79,168.58

HIDALGO CO

WESLACO, TX, 78539
Date: 23-Mar-13

HIDALGO CO CONCRETE WORK
Year 2013 Quarter 1
Unit Detail Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	1.00	Week	$1,825.00	$1,825.00
013113200260	Field personnel, superintendent, average	1.50	Week	$2,600.00	$3,900.00
015433102650	Rent saw concrete self-propelled gas 30 HP, Incl. Hourly Oper. Cost.	1.00	Day	$229.64	$229.64
015433200400	Rent backhoe-loader 40 to 45 HP 5/8 CY capacity, Incl. Hourly Oper. Cost.	2.00	Day	$379.60	$759.20
015433402300	Rent electric generator gas engine 10 kW, Incl. Hourly Oper. Cost.	5.00	Day	$114.10	$570.52
Division 01 General Requirements Subtotal					**$7,284.35**
Division 02 Existing Conditions					
024113175300	Demolish, remove pavement & curb, remove concrete, rod reinforced, to 6" thick, excludes hauling and disposal fees	45.54	S.Y.	$7.92	$360.68
Division 02 Existing Conditions Subtotal					**$360.68**
Division 03 Concrete					
030505100050	Selective concrete demolition, reinf less than 1% of cross-sectional area, break up into small pieces, excludes shoring, bracing, saw or torch cutting, loading, hauling, dumping	15.00	C.Y.	$44.19	$662.85
033053401400	Structural concrete, in place, column (4000 psi), round, less than 2% reinforcing, 24" diameter, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing	27.00	C.Y.	$471.14	$12,720.78
033053404050	Structural concrete, in place, foundation mat (3000 psi), over 20 C.Y., includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing	19.00	C.Y.	$287.42	$5,460.98
033053404050	Structural concrete, in place, foundation mat (3000 psi), over 20 C.Y., includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing	68.00	C.Y.	$287.42	$19,544.56
038113500500	Concrete sawing, concrete slabs, rod reinforced, up to 3" deep	130.00	L.F.	$1.37	$178.10
038113500520	Concrete sawing, concrete, existing slab, rod reinforced, for each additional inch of depth over 3"	390.00	L.F.	$0.45	$175.50
038113753080	Concrete sawing, blades for saw, diamond, 24" diameter	2.00	Ea.	$920.21	$1,840.42

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 03 Concrete Subtotal					**$40,583.19**
Division 32 Exterior Improvements					
321613130404	Cast-in place concrete curbs & gutters, concrete, wood forms, straight, 6" x 18", includes concrete	2,200.00	L.F.	$10.86	$23,892.00
321613130404	Cast-in place concrete curbs & gutters, concrete, wood forms, straight, 6" x 18", includes concrete	130.00	L.F.	$10.86	$1,411.80
321613130404	Cast-in place concrete curbs & gutters, concrete, wood forms, straight, 6" x 18", includes concrete	100.00	L.F.	$10.86	$1,086.00
321613130404	Cast-in place concrete curbs & gutters, concrete, wood forms, straight, 6" x 18", includes concrete	21.00	L.F.	$10.86	$228.06
321613130406	Cast-in place concrete curbs & gutters, concrete, wood forms, radius, 6" x 18", includes concrete	250.00	L.F.	$17.29	$4,322.50
Division 32 Exterior Improvements Subtotal					**$30,940.36**

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

March 22, 2013

Honorable Commissioner A. C. Cuellar, Jr.
Hidalgo County Precinct No. 1
1902 Joe Stephens Avenue
Weslaco, Texas 78596

RE: Hidalgo County Precinct No. 1 – Concrete Work and Water Line Improvements to Constable Pct. 1 Building
Bid No.: 2013-032-01-16-MSS

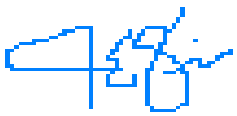
Dear Commissioner Cuellar;

On January 18, 2013, Job Order Proposals were received and opened for the Hidalgo County Precinct No. 1 – Concrete Work and Water Line Improvements to Constable Pct. 1 Building Project, Bid No.: 2013-032-01-16-MSS.

Previously, we had recommended Facilities USA as the lowest proposer for the Concrete Work and Water Line Improvements. However, Facilities USA did not comply with obligations in their State contract and therefore, we are now recommending Herrera & Hunt, Inc as the next qualified contractor in the amount of $114,381.58 for the above referenced project.

If you have any questions or require further information, please feel free to contact me at your convenience.

Respectfully,
HIDALGO COUNTY PLANNING DEPARTMENT



Raul E. Sesin, P.E., C.F.M.
Planning Administrator

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516

CHOICE PARTNERS

JOC - 09-040JC-07

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY **Date:** 4/20/2013

Project: Concrete Work & Water Improvements to Constable Pct. 1 Building

Location: Weslaco, TX

Project Summary: Install curb & gutter improvements.

Order Calculation Criteria: Commercial New Construction / Unit / Open Shop / McAllen / Year 2013 Qtr 1

Averages based on quantity and unit prices from RS Means			$ 80,966.08
Competitive Bid Coefficient	0.87	X	
Choice Facilities			$ 70,440.49
Delivery Order Size Factor			
$3 to $50,000	1.10		
$50,000 to $500,000	1.00	X	
$500,000+	0.98		
			$
Adjustments			
Reductio			$ 436.92
Permits & Fees (If any, otherwise $0.00)	2%		$
			$
Architectural & Engineering Fees	____%		$
			$
	Sub Total		70,003.57
Payment & Performance Bond	3%		$
			$
	Delivery Order Request Quote		$ 70,003.57

Gilbert Herrera 4/20/13
Gilbert Herrera Date

Herrera & Hunt, Inc. - Choice Partners Contract # 09-040JC-07

Hidalgo County
Weslaco Constable Building
Weslaco, TX, 78596
Date: 20-Apr-13

Weslaco Curb & Gutter
Year 2013 Quarter 1
Unit Summary Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

Division	Description		Total
Division 01	General Requirements		$9,081.85
Division 02	Existing Conditions		$360.68
Division 03	Concrete		$40,583.19
Division 32	Exterior Improvements		$30,940.36
Subtotal			$80,966.08
General Contractor's Markup on Subs		0.00%	$0.00
Subtotal			$80,966.08
General Conditions		0.00%	$0.00
Subtotal			$80,966.08
General Contractor's Overhead and Profit		0.00%	$0.00
Grand Total			$80,966.08

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 03 Concrete Subtotal					**$40,583.19**
Division 32 Exterior Improvements					
321613130404	Cast-in place concrete curbs & gutters, concrete, wood forms, straight, 6" x 18", includes concrete	2,200.00	L.F.	$10.86	$23,892.00
321613130404	Cast-in place concrete curbs & gutters, concrete, wood forms, straight, 6" x 18", includes concrete	130.00	L.F.	$10.86	$1,411.80
321613130404	Cast-in place concrete curbs & gutters, concrete, wood forms, straight, 6" x 18", includes concrete	100.00	L.F.	$10.86	$1,086.00
321613130404	Cast-in place concrete curbs & gutters, concrete, wood forms, straight, 6" x 18", includes concrete	21.00	L.F.	$10.86	$228.06
321613130406	Cast-in place concrete curbs & gutters, concrete, wood forms, radius, 6" x 18", includes concrete	250.00	L.F.	$17.29	$4,322.50
Division 32 Exterior Improvements Subtotal					**$30,940.36**

Hidalgo County

Weslaco Constable Building
Weslaco, TX, 78596
Date: 20-Apr-13

Weslaco Curb & Gutter
Year 2013 Quarter 1
Unit Detail Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	1.70	Week	$1,825.00	$3,102.50
013113200260	Field personnel, superintendent, average	1.70	Week	$2,600.00	$4,420.00
015433102650	Rent saw concrete self-propelled gas 30 HP, Incl. Hourly Oper. Cost.	1.00	Day	$229.64	$229.64
015433200400	Rent backhoe-loader 40 to 45 HP 5/8 CY capacity, Incl. Hourly Oper. Cost.	2.00	Day	$379.60	$759.20
015433402300	Rent electric generator gas engine 10 kW, Incl. Hourly Oper. Cost.	5.00	Day	$114.10	$570.52
Division 01 General Requirements Subtotal					**$9,081.85**
Division 02 Existing Conditions					
024113175300	Demolish, remove pavement & curb, remove concrete, rod reinforced, to 6" thick, excludes hauling and disposal fees	45.54	S.Y.	$7.92	$360.68
Division 02 Existing Conditions Subtotal					**$360.68**
Division 03 Concrete					
030505100050	Selective concrete demolition, reinf less than 1% of cross-sectional area, break up into small pieces, excludes shoring, bracing, saw or torch cutting, loading, hauling, dumping	15.00	C.Y.	$44.19	$662.85
033053401400	Structural concrete, in place, column (4000 psi), round, less than 2% reinforcing, 24" diameter, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing	27.00	C.Y.	$471.14	$12,720.78
033053404050	Structural concrete, in place, foundation mat (3000 psi), over 20 C.Y., includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing	19.00	C.Y.	$287.42	$5,460.98
033053404050	Structural concrete, in place, foundation mat (3000 psi), over 20 C.Y., includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing	68.00	C.Y.	$287.42	$19,544.56
038113500500	Concrete sawing, concrete slabs, rod reinforced, up to 3" deep	130.00	L.F.	$1.37	$178.10
038113500520	Concrete sawing, concrete, existing slab, rod reinforced, for each additional inch of depth over 3"	390.00	L.F.	$0.45	$175.50
038113753080	Concrete sawing, blades for saw, diamond, 24" diameter	2.00	Ea.	$920.21	$1,840.42

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516

CHOICE PARTNERS

JOC - 09-040JC-07

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY **Date:** 4/8/2013

Project: Concrete Work & Water Improvements to Constable Pct. 1 Building

Location: Weslaco, TX

Project Summary: Install water lines improvements.

Order Calculation Criteria: Commercial New Construction / Unit / Open Shop / McAllen / Year 2013 Qtr 1

Averages based on quantity and unit prices from RS Means			$ 51,016.04
Competitive Bid Coefficient	0.87	X	
Choice Facilities			$ 44,383.95
Delivery Order Size Factor			
$3 to $50,000	1.10		
$50,000 to $500,000	1.00	X	
$500,000+	0.98		
			$
Adjustments			
Reduction per negotiations			$ 5.93
Permits & Fees (If any, otherwise $0.00)	2%		$
			$
Architectural & Engineering Fees	____%		$
			$
	Sub Total		44,378.02
Payment & Performance Bond	3%		$
			$
	Delivery Order Request Quote		$ 44,378.02

Gilbert Herrera 4/8/13

Gilbert Herrera Date

Herrera & Hunt, Inc. - Choice Facilities Partners Contract # 09-040JC-07

Hidalgo County
Pct 1 Constable Building
Weslaco, Texas, 78596
Date: 08-Apr-13

HIDALGO CO WATER LINE IMPROVEMENTS R1
Year 2013 Quarter 1
Unit Summary Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

Division	Description		Total
Division 01	General Requirements		$6,446.00
Division 22	Plumbing		$4,309.56
Division 33	Utilities		$40,260.48
Subtotal			$51,016.04
General Contractor's Markup on Subs		0.00%	$0.00
Subtotal			$51,016.04
General Conditions		0.00%	$0.00
Subtotal			$51,016.04
General Contractor's Overhead and Profit		0.00%	$0.00
Grand Total			$51,016.04

Hidalgo County

Pct 1 Constable Building
Weslaco, Texas, 78596
Date: 08-Apr-13

HIDALGO CO WATER LINE IMPROVEMEN
Year 2013 Quarter 1
Unit Detail Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200020	Field Personnel, clerk, average	3.02	Week	$550.00	$1,661.00
013113200160	Field personnel, general purpose laborer, average	2.00	Week	$1,825.00	$3,650.00
015433200400	Rent backhoe-loader 40 to 45 HP 5/8 CY capacity, Incl. Hourly Oper. Cost.	2.99	Day	$379.60	$1,135.00
Division 01 General Requirements Subtotal					**$6,446.00**
Division 22 Plumbing					
221119421230	Backflow preventer, double check principle, corrosion resistant, automatic operation, gate valves, flanged, 6" pipe size, includes valves and four test cocks	1.00	Ea.	$4,309.56	$4,309.56
Division 22 Plumbing Subtotal					**$4,309.56**
Division 33 Utilities					
331113254120	Water supply distribution piping, polyvinyl chloride pressure pipe, 2", ASTM D2241, class 200, SDR 21, includes trenching to 3' deep	150.01	L.F.	$19.89	$2,983.70
331113254150	Water supply distribution piping, polyvinyl chloride pressure pipe, 4", ASTM D2241, class 200, SDR 21, includes trenching to 3' deep	188.00	L.F.	$30.60	$5,752.80
331113254160	Water supply distribution piping, polyvinyl chloride pressure pipe, 6", ASTM D2241, class 200, SDR 21, includes trenching to 3' deep	380.00	L.F.	$39.46	$14,994.80
331113258006	Water supply distribution piping, fitting w/rubber gasket, polyvinyl chloride, 90 degree , 4" diameter, class 150, DR 18, excludes excavation or backfill	6.00	Ea.	$54.84	$329.04
331113258020	Water supply distribution piping, fitting w/rubber gasket, polyvinyl chloride, 90 degree , 6" diameter, class 150, DR 18, excludes excavation or backfill	3.00	Ea.	$85.90	$257.70
331113258200	Water supply distribution piping, fitting w/rubber gasket, polyvinyl chloride, bend 45 degree, 4" diameter, class 150, DR 18, excludes excavation or backfill	5.00	Ea.	$46.88	$234.40
331113258220	Water supply distribution piping, fitting w/rubber gasket, polyvinyl chloride, bend 45 degree, 6" diameter, class 150, DR 18, excludes excavation or backfill	5.00	Ea.	$85.90	$429.50

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
331113258500	Water supply distribution piping, fitting w/rubber gasket, polyvinyl chloride, repair coupling, 4" diameter, class 150, DR 18, excludes excavation or backfill	3.00	Ea.	$30.53	$91.59
331113258520	Water supply distribution piping, fitting w/rubber gasket, polyvinyl chloride, repair coupling, 6" diameter, class 150, DR 18, excludes excavation or backfill	4.00	Ea.	$44.80	$179.20
331113258600	Water supply distribution piping, fitting w/rubber gasket, polyvinyl chloride, plug end, 4" diameter, class 150, DR 18, excludes excavation or backfill	1.00	Ea.	$26.99	$26.99
331113258620	Water supply distribution piping, fitting w/rubber gasket, polyvinyl chloride, plug end, 6" diameter, class 150, DR 18, excludes excavation or backfill	2.00	Ea.	$45.24	$90.48
331213157140	Water Service Connection, tapping crosses with rubber gaskets, 12" x 6", excludes excavation and backfill	3.00	Ea.	$2,361.93	$7,085.79
331216103140	Water Utility distribution Valves, butterfly valves with boxes, cast iron, mechanical joint, 6" diameter, includes valve box and mechanical joints, excludes excavation and backfill	1.00	Ea.	$1,036.48	$1,036.48
331216103714	Water Utility distribution Valves, check valves, flanged cast iron, 6" diameter, includes bolts and gaskets	2.00	Ea.	$1,345.88	$2,691.76
331216103810	Water Utility distribution Valves, gate valves, cast iron, mechanical joint, with boxes, 250 PSI, 4" diameter, includes valve box and mechanical joint, excludes excavation and backfill	1.00	Ea.	$563.54	$563.54
331216103814	Water Utility distribution Valves, gate valves, cast iron, mechanical joint, with boxes, 250 PSI, 6" diameter, includes valve box and mechanical joint, excludes excavation and backfill	1.00	Ea.	$766.86	$766.86
331216209400	Water Utility distribution Valves, check valves, rubber disc, with rubber gaskets, 2-1/2" diameter, excludes excavation and backfill	1.00	Ea.	$872.94	$872.94
331219101200	Water Utility Distribution Fire Hydrants, two way, 4'-6" depth, 4-1/2" valve, includes mechanical joints, excludes excavation and backfill	1.00	Ea.	$1,872.91	$1,872.91
Division 33 Utilities Subtotal					**$40,260.48**

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

March 21, 2013

Mr. Moises Salazar, Buyer III
Hidalgo County Purchasing Dept.
2802 S. Bus. Hwy. 281
Edinburg, TX 78539

Mr. Salazar:

In response to your email of March 20, 2013 requesting a "Best and Final Offer" on the Improvements to Weslaco Constable Building, we have reviewed our paperwork and have come to a final decision.

On Monday, March 20, 2013 at the negotiations in your office, a final figure ($114,381.59) was agreed upon by both parties. This figure leaves us at a very nominal profit margin that we feel is very much in favor of Hidalgo County. The cost figures used in tabulating the quote are from January 2013 so we are already at a loss with construction costs at this point in time. Also, keep in mind that the permit fees, if any, and the bond cost were left off the price in the tabulation. We will also have to absorb these costs.

Our "Best and Final Offer" is $114,381.59 as it is more than a fair price.

Please inform us of your final decision and we look forward to working with you.

Thank You,

Gilbert Herrera
President

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

March 22, 2013

Honorable Commissioner A. C. Cuellar, Jr.
Hidalgo County Precinct No. 1
1902 Joe Stephens Avenue
Weslaco, Texas 78596

RE: Hidalgo County Precinct No. 1 – Concrete Work and Water Line Improvements to Constable Pct. 1 Building
Bid No.: 2013-032-01-16-MSS

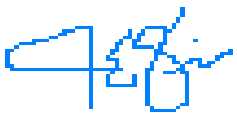
Dear Commissioner Cuellar;

On January 18, 2013, Job Order Proposals were received and opened for the Hidalgo County Precinct No. 1 – Concrete Work and Water Line Improvements to Constable Pct. 1 Building Project, Bid No.: 2013-032-01-16-MSS.

Previously, we had recommended Facilities USA as the lowest proposer for the Concrete Work and Water Line Improvements. However, Facilities USA did not comply with obligations in their State contract and therefore, we are now recommending Herrera & Hunt, Inc as the next qualified contractor in the amount of $114,381.58 for the above referenced project.

If you have any questions or require further information, please feel free to contact me at your convenience.

Respectfully,
HIDALGO COUNTY PLANNING DEPARTMENT



Raul E. Sesin, P.E., C.F.M.
Planning Administrator

AI-38212 **12. G.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Hon. Lupe Trevino, HC-Sheriff Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to renew our software annual maintenance agreement with Gilbarco Inc. through requisiton #233996 in the amount of $240.00/yr from 04/29/2013-04/29/2014.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-001-0-336

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

BUDGETARY IMPACT:

Funds available in Req# 233996 in the amount of $240.00, account has a balance of $24,623.40 as of 4/19/2013.

Attachments

Gilbarco Backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/18/2013 02:08 PM
Budget & Management	Angela Garcia	04/18/2013 04:35 PM
Obdett Calzada	Obdett Calzada	04/19/2013 09:59 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Tanya Delira Started On: 04/12/2013 10:41 AM

Final Approval Date: 04/19/2013

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00233996
PO #
Date: 03/26/13

Bill To: x
x

Vendor : 299286

GILBARCO INC.
7300 W FRIENDLY AVENUE
GREENSBORO NC 27410

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MYRA MONTOYA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	GASBOY PC SOFTWARE ANNUAL MAINTENANCE AGREEMENT, 099034, PC 1000 RPT MODULE SUPPORT GASBOY. RENEWAL PERIOD 04/29/2013-04/29/2014	240.00	240.00
		Account No	Encumbrance	
		3-1100-421-00-280-001-0-336	240.00	
			Freight	.00
			Total	240.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

GASBOY
CUSTOMER PROFILE / CONTRACT

This is not an invoice, but will begin the invoicing process. PLEASE COMPLETE BOTH SITE AND BILLING INFO AND RETURN.

DO YOU WISH TO RENEW ? YES[ ] NO[ ]

FOR OFFICE USE ONLY
CUSTOMER NUMBER: 0900003947 AGREEMENT: 2006801627
CONTRACT ID: 801627
RENEWAL PERIOD: 04/29/2013 - 04/29/2014

GASBOY PC SOFTWARE ANNUAL MAINTENANCE AGREEMENT

Gilbarco Inc. (hereinafter "Gasboy") agrees to provide the support to Customer indicated under Agreement Coverage, subject to the terms and conditions of this Agreement, for the Gasboy PC Software checked (x) below (hereinafter called "Product"). The Customer agrees to the conditions of this Agreement (on rear of form) by signing the section below.

Note: The information in "CUSTOMER INFORMATION" section must be completed and signed, fax or mail to:

GILBARCO INC DBA GASBOY
Attn: Contract Services / Mail stop F-89 / 7300 West Friendly Avenue /
PO Box 22087
Greensboro, NC. 27420
FAX: 336 547 5421

AGREEMENT COVERAGE OPTIONS:

PART No	Gasboy PC Software Package	PRICE/YEAR
099033	PC/1000 for Windows - Comm Module	$ 142
099034	PC/1000 for Windows - Report Module	$ 240
099015	PC/CFN for Windows - Comm Module OR PC	$ 142
099004	PC/CFN for Windows - Fuel Module OR PC	$ 455
099030	PC/TopKAT for Windows - Comm Module	$ 142
099031	PC/TopKAT for Windows - Report Module	$ 142

Note: DOS programs will not be renewed, offered as new agreement or supported.
Upgrade to Windows package is required upon inception or renewal.

CUSTOMER INFORMATION
Site Information (Location of software) Physical Address
Company Name _____ Site Contact Person: _____
Address: _____ Contact Phone No. _____
_____ Contact E-mail: _____
City, State, and Zip: _____ Fax Number_____

BILLING INFORMATION (IF DIFFERENT THAN SITE LISTED ABOVE)
Company Name _____ Billing Contact Person: _____
Address: _____ Contact Phone No. _____
_____ Contact E-mail: _____
City, State, and Zip_____ Fax Number: _____

AGREEMENT APPROVAL: AUTHORIZED SIGNATURE
Print Name _____ Title: _____
Signature _____ (Required)

NOTE: Customer must provide the agreement number, from the top right

corner of this form, when calling for assistance.
See attachment for Terms & conditions

If providing a PO number, please list here_____
If you would like to pay by Credit Card please check here. YES____

Federal ID#_____
(Please provide Fed ID for service/invoice purposes)

Are you TAX EXEMPT? YES____ NO____ If answered yes and have not provided a copy to Gasboy, please attach a copy when returning this profile.

FAX signed copy-keep a copy for your record; return ONLY this form, Tax Certificate & PO.

2013-03-15 05:30:11.0

HIDALGO CNTY SHERIFFS DEPT.
711 EL CIBOLO RD
EDINBURG, TX, 78541
GVR ID: 801627
Re: Agreement No.: 2006801627

Dear MICHAEL GARZA,

This letter is to inform you that your Gasboy support agreement is scheduled to expire 4/29/2013. We have included a customer profile/ contract with Terms and Conditions to be completed. Please fax completed profile/contract to finance at 336-547-5421. Once this form is received and you have indicated you wish to renew you will be invoiced. In order to provide you with optimum support, we must maintain complete and accurate records. This form allows us to maintain the necessary information to verify site location, phone number, correct mailing address, and the contact person who will handle mailing, billing etc. This will benefit both you and GVR eliminating confusion as to what the contract is and to whom it belongs. Your agreement number is your key to service and must be used when calling in. Your agreement covers software upgrades at no charge as long as it is current.

This agreement for site: HIDALGO CNTY SHERIFFS DEPT.
711 EL CIBOLO RD
EDINBURG, TX, 78541

Description	Model	Quantity	Price	
PC 1000 RPT MOD SUPT GASBOY	099034 CONTRACT	1	240	

Thank you for your continued interest in Gasboy. If you have any questions regarding invoicing contact Contract Services team at gvr.gso.ser.ServiceOrder@gilbarco.com
If you have questions concerning payments please call Katherine Willett at (336) 547-5602. Our toll free help desk number is 800-444-5529.

TERMS & CONDITIONS
CFN SYSTEMS

GENERAL
This Agreement will become binding upon acceptance by Gasboy at 7300 West Friendly Avenue, Greensboro, NC. 27420. The Customer acknowledges that he has read and understands this Agreement and agrees to be bound by the terms and conditions

AGREEMENT COVERAGE:
During the Term (as defined below) of the Agreement, Gasboy will provide to the Customer:

A. Telephone Support for Product questions is available 24 hours/7 days a week / 365 days per year, from our toll free service center (800-444-5529). This toll free number can be changed at Gasboy's discretion.

B. Software Corrections to the Product required by individual Customers will be addressed on an "as needed" basis.

C. This Agreement does not include:
- On-site support
- Any hardware, even if the enhancements or modifications require a hardware update.
- Support for questions not relating specifically to the Product, such as, but not limited to, hardware, PC operating system, etc.

TERM AND RENEWAL
The Term of this Agreement is one year from the Effective Date of the Agreement. In the event this Agreement is not renewed prior to the expiration date, the Agreement is automatically terminated Each renewal of this Agreement will be pursuant to the price terms for the Agreement in effect at the time of renewal. Termination may result from the failure of the Customer to comply with any of the conditions of this Agreement, or by mutual agreement of both parties.

HELP DESK SUPPORT AT NON-CONTRACT LOCATIONS
When a customer calls in to Gasboy TAC and/or Help Desk for support and does not have a service contract not wishing to purchase one, policy is to offer a support call fee of $100.00, payable immediately by credit card before service is rendered. This service is good for one call, one problem only. If the customer calls with more than one issue a new fee is charged for each issue.

DISCONTINUANCE OF COVERAGE
If maintenance coverage is discontinued at any time due to any actions of the Customer to terminate coverage, reinstatement of coverage will require a new agreement. In addition to the current annual fee, a reinstatement charge will be assessed equal to 110% of the current annual fee prorated by the number of months (to a maximum of 24 months) during which coverage was discontinued.

LIMITATION OF LIABILITY
Gasboy only represents that the Product will operate according to the specifications published by Gasboy for the Product. If it is determined that the Product fails to operate according to such specifications, Gasboy's only responsibility will be to use its best efforts to correct the defect.

Gasboy does warrant that the media used to transport the Product, under this Agreement will be free from defects in material and workmanship under normal use for a period of ninety (90) days from the date of invoice for the Product. Gasboy shall replace any defective media not meeting the above warranty which is returned to Gasboy within the warranty period.

THE PRODUCT IS PROVIDED WITH NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event will Gasboy, or representatives, be liable to the Customer, or any other party, for damages, including but not limited to any lost profits, lost savings, lost gallonage, or other incidental or consequential damages arising out of the use or inability to use the Product even if Gasboy, or its representatives, has been advised of the possibility of such damages, or for any claim by any other party.

FORCE MAJEURE

Neither party shall be liable to the other for loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to acts of God, war, acts of the public enemy, riot, civil commotion, sabotage, federal, state or municipal action or regulations; strikes, fires, flood, accidents, delays or any other causes, contingencies or circumstances within r without the United States not subject to either party's control, which prevent or hinder performance hereunder.

ASSIGNMENT

Customer may not assign this Agreement and the rights of the Customer without the prior written consent of Gasboy. Any attempted assignment in violation of the provisions hereof shall be null and void and have no effect.

GOVERNING LAW & VENUE

This Agreement shall be governed and interpreted by the laws of the State of North Carolina, without regard to its conflicts of laws provisions. The parties agree that venue is exclusive and proper in the state of North Carolina.

SEVERABILITY

If any provision of this Agreement is finally held by a court of competent jurisdiction to be unlawful or invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless as a result of such unlawful provisions there is a material failure of consideration as to a Party and such Party is unwilling to waive such failure.

ENTIRE AGREEMENT

This Agreement is the exclusive agreement between the parties regarding GASBOY PC software annual maintenance, and supersedes any other agreement oral or written, regarding the subject matter of this Agreement.

Tanya.Delira

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, May 02, 2012 1:46 PM
To: 'Martha Salazar'; 'Richard Ozuna'
Cc: 'Tanya.Delira'; 'Myra Montoya'; 'Darlene Betancourt'; 'Matilde Faz'
Subject: RE:

Marty,
You can put the item on the agenda for approval; as you state below, the amount appears to be negligible.

The issue still remains for future agreements because the actual terms may not be enforceable.

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: Wednesday, May 02, 2012 9:39 AM
To: josephine.ramirez@da.co.hidalgo.tx.us; 'Richard Ozuna'
Cc: 'Tanya.Delira'; 'Myra Montoya'; 'Darlene Betancourt'; 'Matilde Faz'
Subject: RE:
Importance: High

No. Since we just recently began the practice of having these types of agreements go through legal counsel for review and comment as to form, the issue had arisen. We have been using this vendor since about 2004. The yearly expenditure is $175.00. However, it needs to get on CC consent agenda for approval (because it requires an agreement). I have informed the SO (Lt. Ozuna) that we research and attempt to find another vendor. I understand their preference as it is has been a reliable and necessary tool for the internal control of fueling of the fleet of vehicles.
Let us know.
Marty

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]

Sent: Wednesday, May 02, 2012 9:24 AM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'; 'Myra Montoya'; 'Darlene Betancourt'; 'Matilde Faz'
Subject: RE:

Was item already approved by commissioners court?

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: Tuesday, April 24, 2012 3:27 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'; 'Myra Montoya'; 'Darlene Betancourt'; 'Matilde Faz'
Subject: FW:
Importance: High

Ms. Josephine:
Where do we go from here?
Marty

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, April 24, 2012 3:13 PM
To: 'Martha Salazar'
Cc: 'Myra Montoya'
Subject: FW:

Ms. Marty, please read below…this is the one where we modified the state to read state of Texas.

From: Dudley, Sherry [mailto:sherry.dudley@gilbarco.com]
Sent: Tuesday, April 24, 2012 12:04 PM
To: Myra Montoya
Cc: 'Tanya.Delira'
Subject: RE:

Myra,
Per our finance department the contract is not negotiable.

Thank you,
Sherry Dudley

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Tuesday, April 24, 2012 11:45 AM
To: Dudley, Sherry; Murtagh, Maureen
Cc: 'Tanya.Delira'
Subject: RE:

Good morning,

I was just following up the previous request.

Thank you,

Myra Montoya, Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027

From: Dudley, Sherry [mailto:sherry.dudley@gilbarco.com]
Sent: Monday, April 16, 2012 11:31 AM
To: Murtagh, Maureen
Cc: myra.montoya@hidalgoso.org; Tanya.Delira
Subject: FW:

Maureen,
Can you assist Myra? She is asking for someone to initial corrections to the Gasboy terms regarding Governing Law & Venue and Severability sections.

Thank you,
Sherry Dudley

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Monday, April 16, 2012 12:13 PM
To: Dudley, Sherry
Cc: 'Tanya.Delira'
Subject: FW:

Good morning Sherry,

May you please initial where correction has been done.

Thank you,

Myra Montoya, Accountant I
Hidalgo County Sheriff's Office

711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Friday, April 13, 2012 4:22 PM
To: 'Martha Salazar'
Cc: 'Myra Montoya'
Subject: RE:

May you please revise and send to legal for approval.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, April 13, 2012 1:20 PM
To: 'Tanya.Delira'
Cc: 'Myra Montoya'
Subject: FW:
Importance: High

Ms. Tanya:
Proceed with instructions.
Marty

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Friday, April 13, 2012 1:09 PM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'; 'Myra Montoya'
Subject: RE:

Yes, and have it initialed.

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: Friday, April 13, 2012 12:33 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'; 'Myra Montoya'
Subject: RE:
Importance: High

Ms. Josephine:
Can we attempt to replace with Texas?
Marty

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Friday, April 13, 2012 10:38 AM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'; 'Myra Montoya'
Subject: RE:

The form of the agreement is ok. One issue that I do see is the choice of governing law is North Carolina.

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: Friday, April 13, 2012 9:32 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'; 'Myra Montoya'
Subject: FW:
Importance: High

Ms. Josephine:
Please review and comment as form the attached agreements so that we may place on CC for approval.
Thanks,
Marty

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Friday, April 13, 2012 8:45 AM
To: 'Martha Salazar'
Cc: 'Myra Montoya'
Subject: FW:

Ms. Marty please forward this blank agreement for legal review for Gilbarco in reference to requisition 213707. This is the updated version of the agreement sent to you yesterday..

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Friday, April 13, 2012 8:08 AM
To: 'Tanya.Delira'
Subject: FW:

Myra Montoya, Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027

From: Dudley, Sherry [mailto:sherry.dudley@gilbarco.com]
Sent: Friday, April 13, 2012 6:59 AM
To: Myra Montoya
Cc: GVR GSO SER - ServiceOrder
Subject: RE:

Myra,
See attached for the information you requested.

Sherry Dudley | Contract Services Team | Gilbarco Veeder-Root
Office: 336-547-5533 | Fax: 336-547-5177| Em: sherry.dudley@gilbarco.com

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Thursday, April 12, 2012 5:21 PM
To: GVR GSO SER - ServiceOrder
Subject:

Good afternoon,

I was wondering if you can send me a new copy of the blank agreement #2006801627? My purchasing department is asking for it in order to place it in Commissioners court.

Thank you,
Myra Montoya, Accountant I
Hidalgo County Sheriff's Office

711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027

Please be advised that this email may contain confidential information. If you are not the intended recipient, please notify us by email by replying to the sender and delete this message. The sender disclaims that the content of this email constitutes an offer to enter into, or the acceptance of, any agreement; provided that the foregoing does not invalidate the binding effect of any digital or other electronic reproduction of a manual signature that is included in any attachment.

Please be advised that this email may contain confidential information. If you are not the intended recipient, please notify us by email by replying to the sender and delete this message. The sender disclaims that the content of this email constitutes an offer to enter into, or the acceptance of, any agreement; provided that the foregoing does not invalidate the binding effect of any digital or other electronic reproduction of a manual signature that is included in any attachment.

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AI-38260 **12. H.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Martha L. Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Request for Payment Application No. 5 in the amount of $124,893.29 as submitted by Holchemont, LTD, awarded contractor for the "Construction Of A New Constable Building Precinct No. 1 Offices" and as certified for payment by project architect, Alcocer Garcia Associates, Inc. in connection with Contract #C-12-028-07-24 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Funding available as of 4-19-13
PO# 680750

Attachments

PAY APP. #5

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/17/2013 09:29 AM
Budget & Management	Angela Garcia	04/17/2013 11:21 AM
Manuel Chapa	Manuel Chapa	04/19/2013 10:51 AM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Vangie Garcia Started On: 04/16/2013 03:33 PM

Final Approval Date: 04/19/2013

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
COUNTY OF HIDALGO
2801 S BUS HWY 281
EDINBURG, TEXAS 78539

FROM CONTRACTOR:
HOLCHEMONT, LTD.
900 N. MAIN ST.
MCALLEN, TEXAS 78501-4327

PROJECT: HIDALGO CO PCT 1
NEW CONSTABLES' OFFICE
1900 Joe Stephens

VIA ARCHITECT:
Alcocer Garcia & Associates
1333 Jasmine
McAllen, TX 78501

APPLICATION NO: 05

PERIOD TO: Mar. 31, 2013

PROJECT NOS: 1207-PCT-19

CONTRACT DATE: Aug. 7, 2012

Distribution to:
- [X] OWNER
- [X] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

SUB-CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

GOOD SERVICES RECEIVED BY: Daniel Flores ON 3/27/13
INVOICE RECEIVED BY: Shonda Dominguez ON 4/10/13

1. ORIGINAL CONTRACT SUM		$ 724,000.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 724,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 533,565.58
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 25,713.47	
b. 0 % of Stored Material (Column F on G703)	$ $964.80	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 26,678.27
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 506,887.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 381,994.02
8. CURRENT PAYMENT DUE		$ 124,893.29
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	217,112.69

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

GENERAL CONTRACTOR:

By: _____ Date: 3/27/2013

State of: TEXAS County of: HIDALGO
Subscribed and sworn to before me this 27 MAR 2013 day of
Notary Public: Lori Ann Hernandez
My Commission expires:

LORI ANN HERNANDEZ
Notary Public, State of Texas
My Commission Expires
January 18, 2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 124,893.29

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: George A Garcia Date: 4-4-13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES *AIA DOCUMENT G703*

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5
APPLICATION DATE: 31-Mar-13
PERIOD TO: 31-Mar-13
ARCHITECT'S PROJECT NO: 2012-028-05-09MSS

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Architect Allowance	$5,000.00					0.00%	$5,000.00	$0.00
2	Plumbing Allowance	$2,800.00					0.00%	$2,800.00	$0.00
3	Insurance & PPBond	$18,916.86	$18,916.86	$0.00		$18,916.86	100.00%	$0.00	$945.84
4	GC Fee	$44,157.00	$22,078.50	$6,623.55		$28,702.05	65.00%	$15,454.95	$1,435.10
5	General Conditions	$57,578.14	$43,183.61	$5,757.81		$48,941.42	85.00%	$8,636.72	$2,447.07
6	Bld. Pad. - Excavation	$1,500.00	$1,500.00	$0.00		$1,500.00	100.00%	$0.00	$75.00
7	Bld. Pad - Fill	$4,831.00	$4,831.00	$0.00		$4,831.00	100.00%	$0.00	$241.55
8	Concrete Materials	$11,620.00	$11,620.00	$0.00		$11,620.00	100.00%	$0.00	$581.00
9	Concrete Rebar SOG	$10,000.00	$10,000.00	$0.00		$10,000.00	100.00%	$0.00	$500.00
10	Concrete Rebar Masonry	$9,118.00	$9,118.00	$0.00		$9,118.00	100.00%	$0.00	$455.90
11	Concrete Accessories	$1,900.00	$1,900.00	$0.00		$1,900.00	100.00%	$0.00	$95.00
12	Concrete Labor SOG	$10,300.00	$10,300.00	$0.00		$10,300.00	100.00%	$0.00	$515.00
13	Concrete Labor Flat Work	$5,000.00	$5,000.00	$0.00		$5,000.00	100.00%	$0.00	$250.00
14	Termite Treatment	$571.00	$571.00	$0.00		$571.00	100.00%	$0.00	$28.55
15	Masonry Materials	$22,000.00	$22,000.00	$0.00		$22,000.00	100.00%	$0.00	$1,100.00
16	Masonry Labor	$22,600.00	$18,700.00	$0.00		$18,700.00	82.74%	$3,900.00	$935.00
17	Structural Steel Erection	$5,924.00	$5,924.00	$0.00		$5,924.00	100.00%	$0.00	$296.20
18	Structural Steel Materials	$11,590.00	$11,590.00	$0.00		$11,590.00	100.00%	$0.00	$579.50
19	Structural Steel Joists & Deck	$13,664.00	$13,664.00	$0.00		$13,664.00	100.00%	$0.00	$683.20
20	Canopy Labor	$2,500.00		$2,500.00		$2,500.00	100.00%	$0.00	$125.00
21	Canopy Materials	$3,777.00		$3,777.00		$3,777.00	100.00%	$0.00	$188.85
22	Rough Carpentry Labor	$3,500.00	$1,750.00	$1,750.00		$3,500.00	100.00%	$0.00	$175.00
23	Rough Carpentry Materials	$4,100.00	$4,100.00	$0.00		$4,100.00	100.00%	$0.00	$205.00
24	Doors & HM Frames	$9,900.00	$4,000.00	$2,930.00		$6,930.00	70.00%	$2,970.00	$346.50
25	Door & HM Frame Labor	$2,500.00		$1,500.00		$1,500.00	60.00%	$1,000.00	$75.00
26	Finish Hardware	$10,967.00		$8,225.25		$8,225.25	75.00%	$2,741.75	$411.26
27	Finish Hardware Labor	$3,000.00		$1,200.00		$1,200.00	40.00%	$1,800.00	$60.00
28	Overhead Doors Materials	$3,500.00		$0.00		$0.00	0.00%	$3,500.00	$0.00
29	Overhead Doors Labor	$1,167.00		$0.00		$0.00	0.00%	$1,167.00	$0.00
30	Glass & Glazing Materials	$2,000.00		$0.00		$0.00	0.00%	$2,000.00	$0.00
31	Glass & Glazing Labor	$1,656.00		$0.00		$0.00	0.00%	$1,656.00	$0.00

HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES *AIA DOCUMENT G703*

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5
APPLICATION DATE: 31-Mar-13
PERIOD TO: 31-Mar-13
ARCHITECT'S PROJECT NO: 2012-028-05-09MSS

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
32	Tile Flooring	$20,000.00			$19,296.00	$19,296.00	96.48%	$704.00	$964.80
33	Tile Flooring Labor	$9,978.00				$0.00	0.00%	$9,978.00	$0.00
34	Tape & Float Materials	$2,500.00				$0.00	0.00%	$2,500.00	$0.00
35	Tape & Float Labor	$3,500.00				$0.00	0.00%	$3,500.00	$0.00
36	Painting Materials	$3,500.00				$0.00	0.00%	$3,500.00	$0.00
37	Painting Labor	$4,085.00				$0.00	0.00%	$4,085.00	$0.00
38	Millwork Materials	$3,000.00				$0.00	0.00%	$3,000.00	$0.00
39	Millwork Labor	$2,508.00				$0.00	0.00%	$2,508.00	$0.00
40	Gyp Assemblies Materials	$15,685.00	$6,100.00	$5,600.00		$11,700.00	74.59%	$3,985.00	$585.00
41	Gyp Assemblies Labor	$14,302.00	$5,200.00	$4,880.00		$10,080.00	70.48%	$4,222.00	$504.00
42	Concrete Pump	$2,000.00	$2,000.00			$2,000.00	100.00%	$0.00	$100.00
43	Fence & Gates Materials	$1,500.00				$0.00	0.00%	$1,500.00	$0.00
44	Fence & Gates Labor	$590.00				$0.00	0.00%	$590.00	$0.00
45	Restroom Accessories	$1,750.00				$0.00	0.00%	$1,750.00	$0.00
46	Restroom Accessories Labor	$800.00				$0.00	0.00%	$800.00	$0.00
47	Wet Fire Sprinkler Materials	$12,000.00	$11,500.00	$0.00		$11,500.00	95.83%	$500.00	$575.00
48	Wet Fire Sprinkler Labor	$6,284.00	$5,700.00	$0.00		$5,700.00	90.71%	$584.00	$285.00
49	HVAC Duct Materials	$18,020.00	$18,020.00	$0.00		$18,020.00	100.00%	$0.00	$901.00
50	HVAC Labor	$33,532.00		$8,810.00		$8,810.00	26.27%	$24,722.00	$440.50
51	HVAC Equip Materials	$5,073.00	$2,300.00	$2,773.00		$5,073.00	100.00%	$0.00	$253.65
52	HVAC Equip Labor	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%	$0.00	$125.00
53	Test & Balance	$3,950.00				$0.00	0.00%	$3,950.00	$0.00
54	Plumbing Rough IN	$11,000.00	$11,000.00			$11,000.00	100.00%	$0.00	$550.00
55	Plumbing Lines & Vents	$16,000.00	$15,000.00	$0.00		$15,000.00	93.75%	$1,000.00	$750.00
56	Plumbing Fixutres	$5,500.00				$0.00	0.00%	$5,500.00	$0.00
57	Electrical Materials	$63,566.00	$21,491.00	$22,561.00	$0.00	$44,052.00	69.30%	$19,514.00	$2,202.60
58	Generator	$42,202.00	$41,332.00	$0.00		$41,332.00	97.94%	$870.00	$2,066.60
59	Electrical Labor	$31,943.00	$10,209.00	$15,408.00		$25,617.00	80.20%	$6,326.00	$1,280.85
60	Fire Alarm	$15,000.00		$3,375.00		$3,375.00	22.50%	$11,625.00	$168.75
61	Security Alarm	$7,500.00				$0.00	0.00%	$7,500.00	$0.00
62	Roofing Materials	$32,000.00	$22,000.00	$10,000.00		$32,000.00	100.00%	$0.00	$1,600.00

HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES *AIA DOCUMENT G703*

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
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APPLICATION NO: 5
APPLICATION DATE: 31-Mar-13
PERIOD TO: 31-Mar-13
ARCHITECT'S PROJECT NO: 2012-028-05-09MSS

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
63	Roofing Labor	$18,000.00	$4,500.00	$4,500.00		$9,000.00	50.00%	$9,000.00	$450.00
64	Building Signage	$3,095.00		$0.00		$0.00	0.00%	$3,095.00	$0.00
65	Building Signage Labor	$1,000.00		$0.00		$0.00	0.00%	$1,000.00	$0.00
66	Dampproofing Materials	$1,000.00	$1,000.00	$0.00		$1,000.00	100.00%	$0.00	$50.00
67	Dampproofing Labor	$1,500.00	$1,500.00	$0.00		$1,500.00	100.00%	$0.00	$75.00
	GRAND TOTALS	$724,000.00	$402,098.97	$112,170.61	$19,296.00	$533,565.58	73.70%	$190,434.42	$26,678.27

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project No. 2012-028-05-09-MSS

GC Project No. 1207-PCT-19

On receipt by the signer of this document of a check from County of Hidalgo, (maker of the check) in the sum of $ 124,893.29 payable to Holchemont, Ltd. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of County of Hidalgo (Owner) located at 1902 Joe Stephens, Weslaco, TX 78596. (location) to the following extent: construction of Hidalgo County Precinct 1 New Constable Offices.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to County of Hidalgo (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to the promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date: March 27, 2013

Holchemont, Ltd.
(Company name)

Signature

Manager
Title

SUBSCRIBED AND SWORN TO BEOFRE ME this the 27th day of March, 2013

LORI ANN HERNANDEZ
Notary Public, State of Texas
My Commission Expires
January 18, 2016

NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: January 18, 2016

Contractor's Certification for Payment Application 5

Project No. 2012-028-05-09-MSS

PO# 680750

GC Project No. 1207-PCT-19

There are no known mechanics', material man's or laborer's liens or claims or any other liens or claims legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Word have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', material man's or laborer's lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Word done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

Date: March 27, 2013

Holchemont, Ltd.
(Company name)

Signature

Manager
Title

SUBSCRIBED AND SWORN TO BEOFRE ME this the 27th day of March, 2013

LORI ANN HERNANDEZ
Notary Public, State of Texas
My Commission Expires
January 18, 2016

NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: January 18, 2016

Prevailing Wage Rates
Certification Statement

Date: 4/2/2013

Project Name: Hidalgo County Precinct No. 1, Constable's Office Building

Contractor: Holchemont

Contract #: C-11-201-11

Application for Payment #: Five (5)

I, Rene Salinas
(Name of Signatory Party)

Const. Manager
(Title)

1. That a payroll (form WH-347 or similar form) was submitted for contract work performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates stipulated in the contract.

Signature

AI-38267 **12. I.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Martha L. Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of the following invoices as submitted by G.A.S. Enterprises, Inc. under Contract #C-11-201-11-29-PO#667949 for Construction Management Services for the "Design and Construction Of A New Constable Building" for Precinct One with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

Invoice #11 for period: 10/27/12 to 11/26/12-$3,268.65
Invoice #12 for period: 11/27/12 to 12/26/12-$3,268.65

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Available funds as of 4/19/13 (PO 667949).

Attachments

INVOICE #11

INVOICE #12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/18/2013 02:10 PM
Budget & Management	Angela Garcia	04/18/2013 04:35 PM
Olga Garza	Olga Garza	04/19/2013 03:24 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Vangie Garcia Started On: 04/16/2013 05:12 PM

Final Approval Date: 04/19/2013

TRANSMITTAL

Project: Hidalgo County Pct. 1 Date: April 3, 2013
Constable's Office A/E Project Number: 1207-PCT-19

TRANSMITTAL To : Vangie Garica, Hidalgo County Purchasing Date: 4/3/13
A From Construction Manager: G.A.S. Enterprises, Inc. By: Rene Salinas

QTY.	REFERENCE/NUMBER	TITLE/DESC/MANU	TASK NEEDED
1	Reports 11&12	Monthly Progress Reports	D
1		Invoice #11 & #12	D

Task Needed:

A Submitted for review and approval, signature required
B Submitted for review and approval, No signature required
C Submitted for Signature
D No action required
E Forward as Noted

Other remarks on above submission:_____ [ ] one copy retained by sender

TRANSMITTAL To (Gen. Contractor):_____ Date: _____
B From (Const. Manager): G.A.S. Enterprises, Inc. By: Mari Nichols
Date Rec'd by Const. Manager: _____ Date Transmt'd by Const. Manager: _____

[ ] Approved
[ ] Approved as noted
[ ] Revise/Resubmit
[ ] Rejected/Resubmit

Other remarks on above submission _____ [ ] One copy retained by sender

Copies: [ ] Owner [ ] Consultants [ ] One copy retained for sender
[ ] Architect [ ] Engineer [ ] Other

GOOD SERVICES RECEIVED BY:
Daniel Flores ON 4/3/13
INVOICE RECEIVED BY:
Shonda Dominguez ON 4/10/13

RECEIVED
APR 08 2013
By

INVOICE FOR CONSTRUCTION MANAGEMENT SERVICES

REQUEST FOR PAYMENT NO: Eleven (11)

FOR PERIOD: 10/27/12 TO 11/26/12

TO OWNER: COUNTY OF HIDALGO, TEXAS
C/O HIDALGO COUNTY PURCHASING DEPARTMENT
EDINBURG, TEXAS 78539

PROJECT: PRECINCT ONE: NEW CONSTABLE BUILDING FOR PRECINCT NO 1
CONTRACT NO.: C-11-201-11

FROM: G.A.S. ENTERPRISES, INC.
635 W. EDINBURG AVE
ELSA, TEXAS 78543

P.O.#: 667949

SCOPE OF SERVICES	TOTAL AMOUNT	MONTH	MONTHLY DRAW	CUMULATIVE AMOUNT DRAW	REMAINING AMOUNT BALANCE	REQUESTED THIS PERIOD
Basic Services @ 6% of Architect's Estimate of $653,730.00	$39,223.80	11	$3,268.65	$35,955.55	$3,268.25	$3,268.65
					TOTAL REQUESTED THIS PERIOD:	$3,268.65

4/2/13
G.A.S. ENTERPRISES, INC. DATE

4/16/13
FACILITIES MANAGEMENT DEPT DATE

CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 11 **FOR PERIOD:** 10/27/12 **TO** 11/26/12

DATE OF REPORT: 11/27/12 **EST. % OF COMPLETION:** N/A

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): N/A

OBSERVATIONS:

10/29/12:

1. Pay App No. 1 received from Holchemont. Schedule of Values not yet approved by Auditing Dept
2. Holchemont sent request to mark construction entrance
3. No rep. from Holchemont at 9:00 AM Weekly Meeting

10/30/12:

1. County employee Benito Gutierrez called me to state that construction entrance had not been staked by G.C.
2. Raul Sesin indicated placement of construction entrance
3. Rec'd Subcontractor & Supplier List from Holchemont
4. Weekly Progress Meeting account

CONTINUED

INFORMATION OR ACTION REQUIRED: N/A

ATTACHMENTS: N/A

REPORT BY:

CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 11 **FOR PERIOD:** 10/27/12 **TO** 11/26/12

DATE OF REPORT: 11/27/12 **EST. % OF COMPLETION:** N/A

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): N/A

OBSERVATIONS:

CONTINUED

10/31/12:

1. Communication with Project Arch. Re: AEP involvement in primary power pole
2. Sent above email to Holchemont & directed him to begin process with AEP

11/1/12:

Notified Holchemont that Payroll Sheets had not been included in Pay App #1

11/2/12

1. Issue with Holchemont Re: Location of Site Office & Storage Unit
2. Weekly Meeting account
3. Notified Holchemont that accompanying docs still not submitted

11/5/12:

1. Holchemont delivered Certified Payroll Sheets & Lien Waivers

CONTINUED

INFORMATION OR ACTION REQUIRED: N/A

ATTACHMENTS: N/A

REPORT BY:

CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 11 **FOR PERIOD:** 10/27/12 **TO** 11/26/12

DATE OF REPORT: 11/27/12 **EST. % OF COMPLETION:** N/A

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): N/A

OBSERVATIONS:

CONTINUED

2. Weekly Progress meeting – Present: Raul Sesin and County Staff, GMES

11/6/12:

Received RAS review

11/7/12:

1. Request by Proj. Arch. for copy of Civil Plans & provided

2. Discussion with G.C. Re: site of main electrical connection

11/12/12:

Recap Weekly Progress Meeting

11/13/12:

1. Request meeting with Raul Sesin

2. City of Weslaco Code Enforcement stopped Project due to silt fencing not installed.

Notified Raul Sesin who spoke to someone at the City CONTINUED

INFORMATION OR ACTION REQUIRED: N/A

ATTACHMENTS: N/A

REPORT BY:

CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 11 **FOR PERIOD:** 10/27/12 **TO** 11/26/12

DATE OF REPORT: 11/27/12 **EST. % OF COMPLETION:** N/A

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): N/A

OBSERVATIONS:

CONTINUED

11/14/12:

1. Re-Start work at Project
2. Recap Weekly Progress Meeting

11/15/12:

County installed construction entrance and silt fencing

11/16/12:

1. Clarification from City of Weslaco Re: water line placement
2. Issuance of "Revised" Civil Plans from GMES
3. Recap Weekly Progress Meeting

11/26/12:

Received Progress Schedule from Holchemont

INFORMATION OR ACTION REQUIRED: N/A

ATTACHMENTS: N/A

REPORT BY:

INVOICE FOR CONSTRUCTION MANAGEMENT SERVICES

REQUEST FOR PAYMENT NO: Twelve [12]

FOR PERIOD: 11/27/12 TO 12/26/12

TO OWNER: COUNTY OF HIDALGO, TEXAS
C/O HIDALGO COUNTY PURCHASING DEPARTMENT
EDINBURG, TEXAS 78539

PROJECT: PRECINCT ONE: NEW CONSTABLE BUILDING FOR PRECINCT NO 1
CONTRACT NO.: C-11-201-11

FROM: G.A.S. ENTERPRISES, INC.
635 W. EDINBURG AVE
ELSA, TEXAS 78543

P.O #: 667949

SCOPE OF SERVICES	TOTAL AMOUNT	MONTH	MONTHLY DRAW	CUMULATIVE AMOUNT DRAW	REMAINING AMOUNT BALANCE	REQUESTED THIS PERIOD
Basic Services @ 6% of Architect's Estimate of $653,730.00	$39,223.80	12	$3,268.65	$39,223.80	$0.00	$3,268.65
					TOTAL REQUESTED THIS PERIOD:	$3,268.65

4/2/13

G.A.S. ENTERPRISES, INC. DATE

FACILITIES MANAGEMENT DEPT DATE

Wondershare

CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 12 **FOR PERIOD:** 11/27/12 **TO** 12/26/12

DATE OF REPORT: 12/27/12 **EST. % OF COMPLETION:** _____

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): Behind

OBSERVATIONS:

11/27/12:

1. Final compaction testing performed at Project
2. Plumbing revisions directive submitted by AGADC to Holchemont for action

11/28/12:

1. Property Utility Plan submitted by GMES
2. Proposed change to Reception Rm #106 Re: Bullet-proof features

11/29/12:

App. for Pay. #2 rec'd, reviewed & returned to Holchemont w/ exceptions

11/30/12:

Met with AGADC to discuss incorporation of changes to Change Order

12/1/12:

Notice from Vangie Re: CM Contract extension

12/3/12:

1. Recap Weekly Progress Meeting
2. Change Request Re: RFI #1 by Holchemont

CONTINUED

ATTACHMENTS: No

REPORT BY: Rene Salinas

CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 12 **FOR PERIOD:** 11/27/12 **TO** 12/26/12

DATE OF REPORT: 12/27/12 **EST. % OF COMPLETION:** _____

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): Behind

OBSERVATIONS:

CONTINUED

3. Change Request Re: RFI #2 by Holchemont

12/4/12:

1. Met w/ Project Arch. @ jobsite to review plumbing changes

12/5/12:

1. "Revised" Civil Plans rec'd from GMES
2. Recap Weekly Progress Meeting
3. Revised Restroom changes requested by Constable Avila to RR# 134

12/6/12:

1. Request by Proj. Arch., RFI for conduit between new bldg. & existing JP Offices
2. Recap Weekly Progress Meeting

CONTINUED

INFORMATION OR ACTION REQUIRED:

ATTACHMENTS:

REPORT BY:

CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 12 **FOR PERIOD:** 11/27/12 **TO** 12/26/12

DATE OF REPORT: 12/27/12 **EST. % OF COMPLETION:** _____

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): _____

OBSERVATIONS:

CONTINUED

3. Discovered that off-sets at east and west side not included in pad. Notified GC

4. Meeting with Constable & Staff, Proj. Arch., Proj. Engineer & CM to go over all Proposed changes to bldg. plans

12/7/12:

Met w/ Constable Avila & Proj. Arch. to discuss bullet-proof features at Rm 106

12/10/12:

1. Compaction test requested & performed at off-sets

2. Clarified needed items to Holchemont Re: Pay App #2

12/11/12:

Meeting at Purchasing to discuss Civil work status. Determined that additional conduit by GC not on plans, needs to be added

CONTINUED

INFORMATION OR ACTION REQUIRED:

ATTACHMENTS: N/A

REPORT BY:

CONSTRUCTION MANAGER'S MONTHLY REPORT

PROJECT: NEW CONSTABLE BUILDING FOR PRECINCT NO. 1

REPORT NO.: 12 **FOR PERIOD:** 11/27/12 **TO** 12/26/12

DATE OF REPORT: 12/27/12 **EST. % OF COMPLETION:** _____

CONFORMANCE WITH SCHEDULE (ON, AHEAD, BEHIND): _____

OBSERVATIONS:

CONTINUED

12/18/12:

1. Met w/ Proj. Arch. @ jobsite Re: location of generator pad
2. Recap Weekly Progress Meeting
3. Met w/ Constable Avila to discuss canopies & covered walkway

12/19/12:

Meeting w/ Rolando Gonzalez, Weslaco Code Enforcement – Present: Proj. Arch. & CM

Discussed all pending Plan changes

12/26/12:

1. Recap Weekly Progress Meeting. Informed by Holchemont Job Superintendent of over-size of Rm 115
2. Notified L&G that City of Weslaco requesting Testing Reports

INFORMATION OR ACTION REQUIRED:

ATTACHMENTS:

REPORT BY:

AI-38125 **12. J.**

CC CONSENT

Meeting Date: 04/23/2013

Submitted For: Martha Salazar Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract, etc.) as attached hereto for: "Hidalgo County Clerk's Office-Purchase-Removal & Related Services for Shredded and Recyclable Materials" Bid No. 2013-023-SMA including the re-advertising of project in the event bids are received and project is still required.

BACKGROUND

1. Current Contract expires 07/29/13
2. New Contract to commence 07/30/13
3. Draft contract reviewed and approved as to form by legal counsel 04/02/13

Proposed scheduled
1st advertisement 04/27/13
2nd advertisement 05/04/13
Bid Opening 05/15/13

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact for expenditure. Revenue Generating Only.

Revenue Account #3-1237-341-10-180-000-0-000

Attachments

Dept's approval, legal notice,draft specificaitons, draft contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/17/2013 09:29 AM
Budget & Management	Angela Garcia	04/17/2013 11:21 AM
Obdett Calzada	Obdett Calzada	04/17/2013 02:06 PM
Auditor's Office	Angela Garcia	04/19/2013 04:47 PM

Form Started By: Sandra Montalvo Started On: 04/09/2013

Final Approval Date: 04/19/2013

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

MEMORANDUM

(Approval of Specifications)

TO: Arturo Guajardo, County Clerk
Hidalgo County Clerk's Office

ATTN: Armando Perez **via email: armando.perez@co.hidalgo.tx.us**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: **February 28, 2013**

RE: Approval of Specifications for: Bid No.: 2013-023-00-00-SMA- **Approval of Specifications for HIDALGO COUNTY CLERK'S OFFICE- *"Purchase, Removal & Related Services For Shredded And Recyclable Materials"***

Please review the attached **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

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

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☑	

FUNDS AVAILABILITY: _____ YES / _____ NO/ ✓ Other

(Specify)_____

BUDGET ACCOUNT #:_____

	Noe Lopez Jr.	3/7/13
AUTHORIZED SIGNATURE	**PRINT NAME**	**DATE**

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us no later than FRIDAY, MARCH 8, 2013@ 10:00 a.m.

Enclosures

Bid No: 2013-023-05-15-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY CLERK'S OFFICE

"Purchase, Removal & Related Services for Shredded and Recyclable Materials"

BID OPENING DATE: May 15, 2013 @ 9:30 a.m.

DRAFT

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS- Hidalgo County-Clerk's Department"** 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-2013-023-05-15-SMA-"PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS – Hidalgo County Clerk's Office** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MAY 15, 2013. 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-2013-023-05-15-SMA-RFB-PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS – Hidalgo County Clerk'S Office"**

   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.

DRAFT

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. <u>DELIVERY INSTRUCTIONS:</u>

- 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

DRAFT

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 - **"PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS -Hidalgo County-Clerk's Office"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County – Auditor's Office
Ray Eufracio, County Auditor
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM **MAY 15, 2013**
Award of Contract _____, 2013
Commence Work or Deliver Products _____, 2013

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.

DRAFT

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 that 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.**

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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. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .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 awarded 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.

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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 to 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.

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Bid
for
HIDALGO COUNTY CLERKS Office
"Purchase, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of 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: _____

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EXHIBIT "A"

Specifications/Requirements
Hidalgo County Clerk's Office
"Purchase, Removal and Related Services- for Shredded and Recyclable Materials"
RFB No.: 2013-023-00-00-SMA

The Hidalgo County Clerk's Office currently recycles (shreds) its own discarded paper as well as paper from other County Departments. In an effort to more efficiently utilize County assets, the County Clerk wishes to implement a program to generate revenue from the sale of recyclable materials including, but not limited to, paper, cardboard, aluminum and plastic products. Although the program will commence with those departments for which the County Clerks currently provides shredding services, Hidalgo County reserves the right and option to expand this program to include (at a time that is determined and recommended by the County Clerk) those County departments as yet not part of the project.

SCOPE:

Hidalgo County-Clerk's Office, "the Project Manager", is seeking qualified companies to bid on the purchase and removal of recyclable materials and award a contract for the **"Purchase, Removal & Related Services for Shredded & Recyclable Materials"** on an **"As Needed Basis":**

SERVICE LOCATIONS and POINT OF CONTACT (POC):

- ***Current Sites:***
  - Records Management Warehouse – 317 N. Closner, Edinburg, Texas 78539
    POINT OF CONTACT (POC)

1st	Armando Perez Jr.	(956) 318-2100 ext. 6107	(956) 292-7676
2nd	Aleida Ramirez	(956) 318-2100 ext. 6109	(956) 292-7000
3rd.	Fernando Gomez	(956) 318-2100 ext. 6109	(956) 292-7000

  - San Carlos Warehouse- E. Sh. 107 & 6th Street San Carlos, Texas 78539
    POINT OF CONTACT (POC)

1st	Armando Perez Jr.	(956) 318-2100 ext. 6107	(956) 292-7676
2nd	Fernando Gomez	(956) 318-2100 ext. 6109	(956) 292-7000
3rd.	Aleida Ramirez	(956) 318-2100 ext. 6109	(956) 292-7000

BIDDER(S) MINIMUM REQUIRMENTS:

Interested and qualified Bidder(s) that meet the Minimum Requirements are invited to submit a Procurement (Bid) Packet.

1. The Bidder(s) must be able to accept any loose, bagged and/or baled paper, cardboard, aluminum and plastic etc.

2. The Bidder shall schedule pick-up on the first and third Monday of the Month unless there is a holiday, which shall then be picked-up on the following business day. Hidalgo County reserves the right to change scheduling for pickup of materials on a weekly basis.

3. Bidder(s) must provide a bin(s) or pallet(s) as needed to either site, in which all material will be placed in and removed by the Bidder.

4. The Bidder must have the ability to pick-up materials from two designated areas and the proper equipment to load the container with the shredded-destroyed material to sell (i.e., forklift, etc.)

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5. The Bidder must have the ability to leave a container at either site.

6. Hidalgo County must have access to the vendor's facility if needed, to ensure the materials are being disposed properly.

7. Bidder must include a copy of the scale ticket.

8. Bidder must also provide the process of what happens to the shredded/destroyed material, once it has left the County's possession.

9. The Bidder must also provide a summary report of the material sold, if needed by the Hidalgo County Departments utilizing services.

TERMS AND CONDITIONS:

1. Term of contract is for one (1) year period with the County's option to renew contract for an additional one (1) year term, with fixed prices per ton and/or pound.

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. As consideration for rendering the Services provided for in the Contract, the Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto, payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with copy to the Hidalgo County Clerk's Office, within thirty (30) days of submitting such pick-up/weight tickets.

4. This Agreement may be terminated either party without cause upon sixty (60) days written notice.

5. County will seek purchases from state awarded Bidder(s) whenever it is, in its best interest to do so.

6. Bid award will be made to the most qualified, responsive, responsible bidder meeting all specifications and/or requirements.

7. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s), and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder. In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

8. Hidalgo County reserves the right to award the bid to multiple bidders if the County determines it is in its best interest to do so.

9. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the county determines it is in its best interest to do so.

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10. 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.

11. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of our related to the performance of the contract awarded pursuant hereto.

12. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
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, Hidalgo County Purchasing Agent, at 2802 South Business Hwy 281, Edinburg, Texas 78530.TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIREIS WILL BE ACDEPTED VIA FACSIMILE (956) 318-2629 OR VIA EMAIL: sandra.montalvo@co.hidalgo.tx.us NO LATER THAN 5:00 P.M., WEDNESDAY, May 08, 2013. Responses to said inquires will be sent to all applicants via email by no later than 5:00 p.m, FRIDAY, May 10, 2013.

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Revised-Review & Approval--Draft Contract #C-13-023-00-00

From : Steve Crain <scrain@atlashall.com> Tue, Apr 02, 2013 02:27 PM

Subject : RE: Revised-Review & Approval--Draft Contract #C-13-023-00-00

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, April 02, 2013 1:45 PM
To: Steve Crain; Marynel Trevino
Subject: Re: Revised-Review & Approval--Draft Contract #C-13-023-00-00

Good afternoon, Mr. Crain-

On my format it shows that the space is between the two words. I don't know if it's the font reflecting differently on your computer maybe. Nevertheless, I will space it again.

Please advise if this draft is good to go.

Thanks.

Letty

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Tuesday, April 2, 2013 12:40:50 PM
Subject: RE: Revised-Review & Approval--Draft Contract #C-13-023-00-00

At the end of the first line of numbered paragraph 6 insert a space between “with” and “a”.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, April 02, 2013 9:35 AM
To: Steve Crain; Marynel Trevino
Subject: Re: Revised-Review & Approval--Draft Contract #C-13-023-00-00
Importance: High

Good morning, Mr. Crain-

Not exactly sure which "with" and "a" you are referring to? I have reviewed paragraph #6 and see space between the two words.

Please advise and approve as to form the draft agreement attached hereto, so, as to proceed

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-023-00-00

THIS CONTRACT is made and entered into this _____day of _____ _____**, 2013** by and between the **County of Hidalgo, Texas** ("County"), and _____ _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for **Purchase, Removal & Related Services for Shredded & Recyclable Material" (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:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third

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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 **Hidalgo County Clerk's Office** ("the Project Manager") or its designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. 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 _____ _____, **2013** and expiring on _____, **2014** with County's option to extend/renew for an additional one (1) year period, with fixed prices per ton and/or pound. 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. All weigh tickets will be processed at the County Clerk's office with a representative of the County Clerk's Office observing same. Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto, payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with Copy to the Hidalgo County Clerk's Office, within thirty (30) days of submitting such pick up/weight tickets.

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: _____
_____
_____

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 either party without cause upon sixty (60) 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,

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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.

17. **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 Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

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WITNESS our hands in duplicate originals this _____ day of _____, 2013.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Hon. Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Hon. Ramon Garcia, County Judge

By:_____
Hon. Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name: _____
Title: _____

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EXHIBIT “A”

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

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EXHIBIT “B”
VENDOR’S BID

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EXHIBIT “C”
INSURANCE REQUIREMENTS

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