



**CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 3, 2013
9:30 A.M.**

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

**NOTICE TO THE PUBLIC
CONSENT AGENDA**

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

- 1. Approval of check register and payment of claims and bills - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)**

- 2. 2013 Intradepartmental transfers:**
 - A. AI-40488 2013 - Insurance (1100)**
 - B. AI-40271 2013 - Fire Marshal's Office (1100)**
 - C. AI-40280 2013 - Human Services (1100)**
 - D. AI-40315 2013 - Constable Pct 1 (1284)**
 - E. AI-40324 2013 - HIDTA US Justice (1254)**
 - F. AI-40325 2013 - HIDTA US Treasury (1252)**
 - G. AI-40347 2013 - Pct. 4 CO2010A&B (1342)**
 - H. AI-40465 2013 - Pct. 2 Parks (1100)**
 - I. AI-40397 2013 - Pct 2 Dicker Rd (1200)**

- J. AI-40403 2013 - Pct. 4 Parks (1100)
- K. AI-40423 2013 - Pct. 4 Rd. Maint (1200)
- L. AI-40455 2013 - 332nd District Court (1100)
- M. AI-40229 2013 - County Court at Law #6 (1100)
- N. AI-40225 2013 - Justice Court Tech (1242)
- O. AI-40239 2013 - Purchasing (1100)
- P. AI-40385 2013 - Public Defender's (1282)
- Q. AI-40415 2013 - County Wide Mechanic Shop (1200)
- R. AI-40441 2013 - Elections Department (1100)
- S. AI-40327 2013 - Elections Department (1100)
- T. AI-40224 2013 - Elections Department (1100)
- U. AI-40342 2013 - Hidalgo County Sheriff's Office (1100)
- V. AI-40335 2013 - J.P. Pct 1, Pl. 1 (1100)
- W. AI-40243 2013 - Human Resources (1100)

3. Planning Department:

- A. AI-40437 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

4. Monthly Fee Reports:

- A. AI-40236 July 2013 - District Attorney's Office - Checks Monthly Fees Report
- B. AI-40237 July 2013 - District Attorney's Office - Justice Courts Collection Report
- C. AI-40238 June 2013 (Revised) - District Attorney's Office - Checks Monthly Fees Report

5. Right of Way - Permits:

- A. AI-40279 North Alamo Water Supply Corporation:
 - * Rose Gardens Apartments: 1. Bore an 6" waterline with a 12" PVC casing 1,300 feet west of the center line of I Road on the North and South side of Minnesota Road.
 - * North Alamo WSC is proposing to bore and encase a 12- inch PVC waterline to cross from the south right-of-way line to the north right-of-way

line of Mile 17 1/2 North. The proposed waterline will consist of 40 lineal feet of 12-inch PVC pipe and 30 lineal feet of 20- inch x 3/8 inch steel casing. The proposed casing will be installed at a minimum of 40-inches below natural ground. In addition, the said waterline will be located 27.5 feet east from the intersection of said Mile 2 West and Mile 17 1/2 North.

* North Alamo WSC is proposing to bore and encase a 12-inch PVC waterline to cross from the south right-of-way line to the north right-of-way line of Mile 17 North. The proposed waterline will consist of 187 lineal feet of 12-inch PVC pipe and 28 lineal feet of 20-inch x 3/4 inch steel casing to cross said Mile 17 North. The proposed casing and waterline will be installed at a minimum of 40-inches below natural ground. In addition, the said waterline will be located 15.0- feet east from the centerline of Mile 2 West.

* North Alamo WSC is proposing to bore and encase a 12-inch PVC waterline to cross from the east right-of-way line to the west right-of-way line of Mile 2 West. The proposed waterline will consist of 40 lineal feet of 12-inch PVC pipe and 40 lineal feet of 20-inch x 3/8 inch steel casing. The proposed casing will be installed at a minimum of 40-inches below natural ground. In addition, the said waterline will be located 700.0- feet north from the centerline of Mile 17 North.

* North Alamo WSC is proposing to bore and encase a 12-inch PVC waterline to cross from the west right-of-way line to the east right-of-way line of Mile 2 West. The proposed waterline will consist of 40 lineal feet of 12-inch PVC pipe and 30 lineal feet of 20-inch x 3/8 inch steel casing. The proposed casing will be installed at a minimum of 40-inches below natural ground. In addition, the said waterline will be located 27.5 feet south from the intersection of said Mile 17 1/2 North and Mile 2 West.

B. AI-40400

1. Melden & Hunt, Inc.

* (Minnesota Road) A proposed 4" PVC sewer force main line parallel and 6 feet inside the East R.O.W. of Minnesota Road. Beginning at Cavazos Perez Elementary property and crossing Minnesota to the East and 6 feet inside the East R.O.W. at a distance approximately 1664 feet North of Mile 3 Road and continuing North along said alignment a distance of 3605 feet. The proposed sewer line will be bored where it crosses Minnesota Road.

2. Texas Gas Services a Division of ONEOK:

* On Cantu Road approximately 538 feet North of Monte Cristo Road will be boring Cantu Road to replace an existing line.

3. Paramount Citrus Holdings, LLC c/o Halff Associates, Inc.

* Improvement will include boring an 8 inch water line across E. Goodwin Road approximately 1200 linear feet south of Mile 2. The proposed water line will provide a water loop for the Agua SUD.

6.

Tax Refunds:

A. AI-40328

Account Number	Payer	Amount
M2350.01.000.0004.00	TRPTS Paying For ALDO US	\$8,312.41
M2350.01.000.0004.00	TRPTS Paying For 3M Company	\$8,630.97

7. Membership Dues:

A. AI-40244

Fire Marshal:

Discussion, consideration, and approval of membership dues in the amount of \$110.00 for International Association of Arson Investigators for Deputy Fire Marshal Rolando Casas. Renewal will cover 9/1/13 through 9/1/14. (Req. #241844)

B. AI-40404

Auditors Office (1100):

Requesting approval to pay 2013-2014 membership dues to The Institute of Internal Auditors for Maria Arcilia Duran, CPA, and Yvonne Torres, Revenue Audit Supervisor, in the amount of \$125.00 each (Requisition 242483).

C. AI-40401

Public Defender's Office (1282):

1. Requesting approval to pay State Bar of Texas Juvenile Law Section Membership dues for Jennifer Narvaez, Deputy Public Defender and Michael Parson, Public Defender II, in the amount of \$25.00 each - Requisition #242482 (\$50.00 total).

2. Requesting approval to pay Hidalgo County Bar Association Membership Dues for Jennifer Narvaez, Deputy Public Defender, in the amount of \$75.00, Requisition #242481

(with authority for County Treasurer to issue payments after review, audit, and processing procedures are completed by County Auditor.)

8. Urban County:

A. AI-40291

Request for approval of one (1) applicant in the City of Mercedes and one (1) applicant in the City of Edcouch under the HOME Owner-Occupied Housing Rehabilitation Program.

9. Budget & Management:

A. AI-40152

1. Approval of reimbursement in the amount of \$752,910.38 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 08/03/13 to 08/16/13.

08/03-09/13	\$276,714.24
08/10-16/13	\$476,196.14
TOTAL	\$752,910.38

2. Approval of wire transfer to cover claims paid.

10.

Purchasing Dept:

Notes:

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

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

- A. **AI-40467** Discussion, consideration and approval of Payment Application No. 1 to 2GS, L.L.C. for the McColl Road Overlay Curb & Gutter Improvements, as submitted and recommended by project engineer, Raul Sesin, contract # C-13-139-05-21 in the amount of \$6,091.20.
- B. **AI-40469** Acceptance and approval of Change Order No.1 reflecting an increase of \$1,951.01 for additional Linear feet of Curb and Gutter with contractor 2GS, L.L.C. for the Pct. 2 McColl Road Overlay Curb & Gutter Improvements, as submitted through project engineer Raul Sesin (C-13-139-05-21).
- C. **AI-40473** Acceptance and approval of payment for Invoice #3393 in the amount of \$43,385.85 for professional services rendered & submitted by Ramiro Gutierrez Engineering Corporation through Contract C-12-314-01-29 (WA #2) for the Thomas Road project.
- D. **AI-39806** Requesting approval to exercise the sixty (60) day extension option as provided under the current contract between Hidalgo County and Johnson Controls for "Service & Repair of Chillers and General HVAC Equipment", under the same rates, terms and conditions, so as to have no lapse in services while the procurement process is completed.
- E. **AI-40343**
 - 1.Approval to rescind the following actions taken by Commissioners' Court on August 20, 2013;
 - a. Agenda Item #39819 for the approval of the "master" Commercial Alarm Monitoring Agreement as awarded under TASB Buyboard under contract #325-09/401-12
 - b. Agenda Item #39819 for the approval & authority to enter into a three (3) year commercial alarm monitoring services and execute vendor's required commercial alarm monitoring agreement with Alan Yoder Enterprises, Inc. d/b/a Superior Alarms for the Elections and Treasurer's Office
 - 2. Requesting approval of the "master" Commercial Alarm Monitoring Agreement as required by vendor, Superior Alarms

a. Requesting approval & authority to enter into a three (3) year commercial alarm monitoring services and execute vendor's required commercial alarm monitoring agreement with Alan Yoder Enterprises, Inc. d/b/a Superior Alarms for the Elections (239885), Treasurer's (240526) and Sheriff's Office (241147) in the amount of \$15.00/month.

- F. AI-40339** Requesting authority to purchase fax service agreement through a purchase order with company's response as to acceptance of purchase order not executed agreement, with Copy Graphics through Requisition # 240697 for the following: Total of \$585.00 per year for (3) CANON LC-2050P with effective dates of agreement from 8-21-13 to 8-20-14.
- G. AI-40317** Requesting authority to advertise a request for proposals and approval of procurement packet (i.e. legal notice, requirements, draft contract, etc.) as attached hereto for: "Title Company Services POOL" for Hidalgo County, including the re-advertising to project in the event no proposals are received and/or rejection of responses received.
- H. AI-40274** Approval to add/delete fuel card(s) and/or driver(s) for:
- Puchasing = delete driver
- Juvenile Probation = Fuel Card
- Headstart Program = add drivers
- I. AI-40227** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County (all funding sources, programs & entities)- "EN-1 Road Stabilizer Material" RFB No.: 2013-159-MEG including the re-advertising of project in the event no bid responses are received and/or are rejected and the project is still required.
- J. AI-40223** Tax Office:
1. Requesting authority to enter into a 12-month maintenance service renewal with Pitney Bowes, Inc. for \$559.00/year through requisition #231143, from 03/01/13 to 02/28/14.
 2. Acceptance and approval of the continuation of the maintenance services with PITNEY BOWES "Maintenance Renewal for Automatic Electric Mail Opener" through assigned requisition #231143 in the amount of \$559.00 followed by an approved purchase order including any annual maintenance services renewals through the life term of the item by Tax Assessor-Collector Department;
 3. Approval to pay the continuation annual renewal fees in the amount of \$559.00 including the signing of required documents by County Judge or Court Member.

K. AI-40076 389th District Court:

Requesting authority to add 1 fax lan line to a previously approved 36-month copier (capital) lease agreement consent agenda on 3/26/2013 AI-36273 through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox Corporation contract number 985-L2 through requisition #236796 in the amount of \$19.27. This agreement modifies the current copier lease with a total copier lease payment of \$263.86/month.

AI-40488

2013 Intra Dept. (line item) Transfers 2. A.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 - Insurance (1100)

BACKGROUND

Attachments

transfer

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/30/2013 11:46 AM
08/30/2013 11:55 AM
Started On: 08/30/2013 11:10 AM

Form Started By: Monica Badillo

Final Approval Date: 08/30/2013

AI-40271

2013 Intra Dept. (line item) Transfers 2. B.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Sulema Cavazos, FIRE
MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

2013 - Fire Marshal's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-422-10-300-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 8/29/13.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/20/2013 04:13 PM
08/30/2013 11:55 AM
Started On: 08/19/2013 09:25 AM

Form Started By: Sulema Cavazos

Final Approval Date: 08/30/2013

AI-40280

2013 Intra Dept. (line item) Transfers 2. C.

CC CONSENT

Meeting Date: 09/03/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Human Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-444-00-240-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 08/19/13.

339 --> 535 = \$220.00

350 --> 535 = \$1,200.00

550 --> 535 = \$20.00

603 --> 581 = \$1,000.00

603 --> 601 = \$967.00

Attachments

Transfer

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/20/2013 04:15 PM
08/30/2013 11:55 AM
Started On: 08/19/2013 02:49 PM

Form Started By: Perla Lopez

Final Approval Date: 08/30/2013

AI-40315

2013 Intra Dept. (line item) Transfers 2. D.

CC CONSENT

Meeting Date: 09/03/2013

Submitted For: Celestino Avila Jr Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

2013 - Constable Pct 1 (1284)

BACKGROUND

Transfer is needed to cover deputy LBSP Overtime.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1284-421-00-291-080-3-xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 8/23/13

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/21/2013 04:53 PM
Auditor's Office	Obdett Calzada	08/22/2013 04:26 PM
Auditor's Office	Obdett Calzada	08/30/2013 08:58 AM
Obdett Calzada	Obdett Calzada	08/30/2013 09:00 AM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Joe Espinoza		Started On: 08/21/2013 10:49 AM
Final Approval Date: 08/30/2013		



DATE: August 21, 2013

DEPARTMENT HEAD: Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct 1 - (291)

Budget #106

ACCOUNT NUMBER: ~~3-1100-421-00-291-001-0-xxx~~
3-1284-421-00-291-080-3-xxx

Contact Person: Joe F. Espinosa Ph# 956-447-3775

SUBJECT: 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:			
OBJECT CODE	OBJECT NAME	→	OBJECT CODE	OBJECT NAME	AMOUNT
220	Constable PCT 1 LBSP-FICA	→	131	Const PCT 1-Overtime pay	\$166.92
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
TOTAL					\$166.92

REASON(s): To cover overtime for deputies overtime pay.
To fund overtime expenditures.

Joe F. Espinosa Chief Deputy
 DEPARTMENT HEAD SIGNATURE / DESIGNEE

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

AI-40324

2013 Intradep. (line item)Transfers 2. E.

CC CONSENT

Meeting Date: 09/03/2013

Submitted For: Rene Guerra,
Criminal District
Attorney

Submitted By:
Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

2013 - HIDTA US Justice (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:

Funds available as of 8/23/13

Attachments

Transfer

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/21/2013 04:55 PM
08/30/2013 11:55 AM
Started On: 08/21/2013 01:02 PM

Form Started By: Nelda Olivarez

Final Approval Date: 08/30/2013

DATE: August 20, 2013
 DEPARTMENT HEAD: DORA L. MUNOZ /FOR RENE GUERRA
 DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE
 ACCOUNT NUMBER: 3-1254-412-00-270-014-0-xxx U.S. JUSTICE FUNDS
 SUBJECT: BUDGET LINE-ITEM TRANSFER (S)

Transfer Number: 5



Honorable Commissioners' Court of Hidalgo County:

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

<i>FROM</i>		<i>TO</i>		
<i>ACCOUNT NO.(S)</i>	<i>ACCOUNT NAME</i>	<i>ACCOUNT NO.(S)</i>	<i>ACCOUNT NAME</i>	<i>AMOUNT</i>
3-1254-412-00-270-014-0 411	WATER/SEWERAGE	3-1254-412-00-270-014-0- 342	INFO & CREDIT SERVICE	2,900.00
3-1254-412-00-270-014-0- 412	CABLE/SATELLITE TV	3-1254-412-00-270-014-0- 421	DISPOSAL	735.76
TOTAL				\$ 3,635.76

REASON: TO FUND UNANTICIPATED EXPENDITURES

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

 DATE

 Attest County Clerk

 DATE

 Budget Officer

 DATE

 Approved Commissioners' Court

 DATE

AI-40325

2013 Intradep. (line item)Transfers 2. F.

CC CONSENT

Meeting Date: 09/03/2013

Submitted For: Rene Guerra,
Criminal District
Attorney

Submitted By:
Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

2013 - HIDTA US Treasury (1252)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1252-412-00-270-012-0-601

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 8/23/13

Attachments

Transfer

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/21/2013 04:55 PM
08/30/2013 11:55 AM
Started On: 08/21/2013 01:15 PM

Form Started By: Nelda Olivarez

Final Approval Date: 08/30/2013

DATE: AUGUST 20, 2013
 DEPARTMENT HEAD: DORA L. MUNOZ / FOR RENE GUERRA
 DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE
 ACCOUNT NUMBER: 3-1252-412-00-270-012-0-xxx U.S.. TREASURY FUNDS
 SUBJECT: BUDGET LINE-ITEM TRANSFER (S)

Transfer Number: 5



Honorable Commissioners' Court of Hidalgo County:

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

<i>FROM</i>		<i>TO</i>		
<i>ACCOUNT NO.(S)</i>	<i>ACCOUNT NAME</i>	<i>ACCOUNT NO.(S)</i>	<i>ACCOUNT NAME</i>	<i>AMOUNT</i>
3-1252-412-00-270-012-0- 601	OFFICE & COMPUTER SUPPLIES	3-1252-412-00-270-012-0- 336	COMPUTER SERVICE	2,500.00
3-1252-412-00-270-012-0- 601	OFFICE & COMPUTER SUPPLIES	3-1252-412-00-270-012-0- 342	INFO & CREDIT SERVICE	1,000.00
TOTAL				\$ 3,500.00

REASON: TO FUND UNANTICIPATED EXPENDITURES

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

 DATE

 Attest County Clerk

 DATE

 Budget Officer

 DATE

 Approved Commissioners' Court

 DATE

AI-40347

2013 Intradep. (line item)Transfers 2. G.

CC CONSENT

Meeting Date: 09/03/2013

Submitted For: Comm. J.
Palacios

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. 4 CO2010A&B (1342)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1342-419-40-124-126-0-720

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

720 --> 739 \$2,000.00

Funds available as of 08/28/13

Attachments

Pct 4 LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/27/2013 02:26 PM
Purchasing Department	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Veronica Lopez		Started On: 08/22/2013 09:32 AM
	Final Approval Date: 08/30/2013	

AI-40465

2013 Intradep. (line item)Transfers 2. H.

CC CONSENT

Meeting Date: 09/03/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. 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:

Available balance as of 08/29/13 \$7,492.21.

Attachments

lit

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/29/2013 11:42 AM
08/30/2013 11:55 AM
Started On: 08/29/2013 10:10 AM

Form Started By: Angela Garcia

Final Approval Date: 08/30/2013

INTRADEPARTMENTAL TRANSFER

DATE: August 28, 2013

DEPARTMENT HEAD: Comm. H. Palacios

DEPARTMENT NAME: PCT. 2 PARKS

ACCOUNT NUMBER: 3-1100-452-00-122-008-0-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	OBJECT NAME	TO	OBJECT NAME	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
899	CONTINGENCY	343	LAUNDRY & DRY CLEANING	300.00
TOTAL				300.00

REASON: funding for Model Laundry invoices for new employees uniforms

 DEPARTMENT HEAD SIGNATURE

 CC DATE

 APPROVED COMMISSIONERS' COURT

 ATTEST COUNTY CLERK

AI-40397

2013 Intra Dept. (line item) Transfers 2. I.

CC CONSENT

Meeting Date: 09/03/2013

Submitted For: Commissioner
Hector Palacios

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct 2 Dicker Rd (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-062-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 8/28/13.

Attachments

Intra Dept Transfer

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/27/2013 11:41 AM
08/30/2013 11:55 AM
Started On: 08/26/2013 11:01 AM

Form Started By: Erika Zamora

Final Approval Date: 08/30/2013

AI-40403

2013 Intradep. (line item)Transfers 2. J.

CC CONSENT

Meeting Date: 09/03/2013

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. 4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-452-00-124-009-0-609

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

609 --> 739 \$2,000.00

Funds available as of 08/28/13

Attachments

Parks LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/27/2013 02:27 PM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Veronica Lopez		Started On: 08/26/2013 04:38 PM
	Final Approval Date: 08/30/2013	

AI-40423

2013 Intradep. (line item)Transfers 2. K.

CC CONSENT

Meeting Date: 09/03/2013

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 08/29/13.

433 --> 622 \$800.00

Attachments

Pct 4 Rd Maint LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/28/2013 03:54 PM
08/30/2013 11:55 AM
Started On: 08/27/2013 03:25 PM

Form Started By: Veronica Lopez

Final Approval Date: 08/30/2013

AI-40455

2013 Intradep. (line item)Transfers 2. L.

CC CONSENT

Meeting Date: 09/03/2013

Submitted For: Damian x6452 Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 - 332nd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-006-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 8/29/13.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/28/2013 05:11 PM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Monica Badillo		Started On: 08/28/2013 04:46 PM
	Final Approval Date: 08/30/2013	

AI-40229

2013 Intradep. (line item)Transfers 2. M.

CC CONSENT

Meeting Date: 09/03/2013

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - County Court at Law #6 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-026-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 8/19/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/15/2013 03:54 PM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Sylvia Solis		Started On: 08/15/2013 01:13 PM
	Final Approval Date: 08/30/2013	

AI-40225

2013 Intra Dept. (line item) Transfers 2. N.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Edna Kirby, IT
DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2013 - Justice Court Tech (1242)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1242-412-00-060-001-0-439

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 8/16/13

Attachments

Intra

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/15/2013 03:54 PM
08/30/2013 11:55 AM
Started On: 08/15/2013 11:01 AM

Form Started By: Edna Kirby

Final Approval Date: 08/30/2013

AI-40239

2013 Intradep. (line item)Transfers 2. O.

CC CONSENT

Meeting Date: 09/03/2013

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 8/16/13.

Attachments

Line Item

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/15/2013 04:29 PM
08/30/2013 11:55 AM
Started On: 08/15/2013 04:22 PM

Form Started By: Nielda Cavazos

Final Approval Date: 08/30/2013

AI-40385

2013 Intradep. (line item)Transfers 2. P.

CC CONSENT

Meeting Date: 09/03/2013

Submitted For: Jaime E. Gonzalez Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

2013 - Public Defender's (1282)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1282-412-30-085-004-3-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 8/28/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/27/2013 10:54 AM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Patti Loya		Started On: 08/23/2013 03:14 PM
	Final Approval Date: 08/30/2013	

AI-40415

2013 Intradep. (line item)Transfers 2. Q.

CC CONSENT

Meeting Date: 09/03/2013

Submitted For: Raul Silguero

Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2013 - County Wide Mechanic Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-004-0-619

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funding Available as of 8/28/2013

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/27/2013 02:40 PM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Carlos Jasso		Started On: 08/27/2013 01:03 PM
	Final Approval Date: 08/30/2013	

AI-40441

2013 Intradep. (line item)Transfers 2. R.

CC CONSENT

Meeting Date: 09/03/2013

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

Department: ELECTIONS DEPT.

Information

CAPTION

2013 - Elections Department (1100)

BACKGROUND

Election 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 8/29/13.

Attachments

LIT 607

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/28/2013 03:55 PM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Rosie Diaz		Started On: 08/28/2013 02:49 PM
	Final Approval Date: 08/30/2013	

DATE: August 28, 2013

2013

Transfer

AI- 40441



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

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	607	Elections Dept- HSEHLD & JANITORIAL SUPPI	\$100.00
TOTAL				\$100.00

REASON: **Transfer to pay bill.**

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40327

2013 Intradep. (line item)Transfers 2. S.

CC CONSENT

Meeting Date: 09/03/2013

Submitted For: Yvonne Ramon Submitted By: Melanie Esparza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2013 - Elections Department (1100)

BACKGROUND

Elections 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 8/29/13.

Attachments

Elections LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/21/2013 04:57 PM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Melanie Esparza		Started On: 08/21/2013 01:40 PM
	Final Approval Date: 08/30/2013	

AI-40224

2013 Intradep. (line item)Transfers 2. T.

CC CONSENT

Meeting Date: 09/03/2013

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. #: 3-1100-414-00-130-001-0-601

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 8/16/13

Attachments

LIT 8-15

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/15/2013 03:54 PM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Rosie Diaz		Started On: 08/15/2013 10:29 AM
	Final Approval Date: 08/30/2013	

AI-40342

2013 Intradep. (line item)Transfers 2. U.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Virginia Rodriguez,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Hidalgo County Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

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

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 8/23/13

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/21/2013 04:36 PM
Budget & Management	Obdett Calzada	08/21/2013 05:01 PM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Virginia Rodriguez		Started On: 08/21/2013 04:15 PM
	Final Approval Date: 08/30/2013	

DATE: 8/30/2013
DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO
DEPARTMENT NAME: SHERIFF'S OFFICE
ACCOUNT NUMBER: 3-1100-421-00-280-001-0-
SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
3-1100-421-00-280-001-0-	342-INFORMATION & CREDIT SERVICES	→	3-1100-421-00-280-001-0-	346-HAULING & FREIGHT SERVICES	\$2,520.00
3-1100-421-00-280-001-0-	421-DISPOSAL	→	3-1100-421-00-280-001-0-	346-HAULING & FREIGHT SERVICES	\$1,340.00
3-1100-421-00-280-001-0-	320-PROFESSIONAL	→	3-1100-421-00-280-001-0-	346-HAULING & FREIGHT SERVICES	\$440.00
3-1100-421-00-280-001-0-	441-RENTAL OF LAND AND BUILDINGS	→	3-1100-421-00-280-001-0-	672-R&M SUPPLIES-EQUIP & VEHICLES	\$10,000.00
3-1100-421-00-280-001-0-	679-R&M SUPPLIES-OTHER		3-1100-421-00-280-001-0-	619-OTHER MISC. SUPPLIES	\$500.00
		→			
TOTAL					\$14,800.00

REASON:

TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR WRECKER SERVICES, VEHICLES SUPPLIES AND A PURCHASE OF A GUIDON FOR THE TRAINING ACADEMY.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-40335

2013 Intradep. (line item)Transfers 2. V.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Eustolia Hernandez, J.P.
1, 1

Department: J.P. 1, 1

Information

CAPTION

2013 - J.P. Pct 1, Pl. 1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-061-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 8/29/13.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/21/2013 05:00 PM
08/30/2013 11:55 AM
Started On: 08/21/2013 02:49 PM

Form Started By: Eustolia Hernandez

Final Approval Date: 08/30/2013

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: August 21, 2013

DEPARTMENT HEAD: Gilberto Saenz

DEPARTMENT NAME: Justice of the Peace Precint 1 Place 1 - (061)

ACCOUNT NUMBER: 3-1100-412-00-061-001-0-

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	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
601	Office & Computer Supplies	583	Travel out of County	\$97.32
			TOTAL	\$97.32

REASON: Transfer funds to cover final travel expenses related to Legislative Update in South Padre Island on 8/13-14/2013.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT
.....

DATE

ATTEST COUNTY CLERK

AI-40243

2013 Intradep. (line item)Transfers 2. W.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Nereida Garza, HUMAN
RESOURCES/CIVIL
SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

2013 - Human Resources (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-50-190-002-0-550

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 8/16/13

Attachments

transfer

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Ivan Cantu
Monica Badillo

Date
08/16/2013 11:15 AM
08/30/2013 11:55 AM
Started On: 08/16/2013 08:45 AM

Form Started By: Nereida Garza

Final Approval Date: 08/30/2013

DATE: 08-29-2013
 DEPARTMENT HEAD: Esther A. Cortez
 DEPARTMENT NAME: HUMAN RESOURCES
 ACCOUNT NUMBER: 3-1100-415-50-190-002-0

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

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

FROM:

TO:

OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
550	Printing and binding	601	Office & Computer Supplies	\$5,000.00
550	Printing and binding	619	Other Miscellaneous Supplies	\$ 500.00
550	Printing and binding	584	Registration Fees	\$400.00
550	Printing and binding	630	Food	\$ 500.00

TOTAL \$6,400.00

REASON: To purchase needed supplies

 Department Head Signature Date

 Approved Commissioners' Court Date Attest County Clerk

AI-40437

Planning Department 3. A.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 09-03-13

Pct 2 & 4 Cert Plat & Utility Status 09-03-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/28/2013 03:55 PM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Irma Castillo		Started On: 08/28/2013 02:19 PM
	Final Approval Date: 08/30/2013	

PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	RAMON ALVAREZ JR.	1-10508
2.	MIGUEL FRANCO	1-10429
3.	JOSE A. BERAZA	1-10506
	COMM. COURT: SEPTEMBER 3, 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

Precinct 1 2 3 4

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

Application No: 1-10508

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: Ramon Alvarez Jr

Address: 2310 Granjeno Dr
Mercedes, TX 78570

Phone: (956) 854-1676

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

Water Supplier: ~~N/A~~ NAWSC

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

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

regarding the land described as:

San Jacinto Est #5 lot #59

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

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

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

(Date approved 06/22/09);

(verified by Gilbert Pecina);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 1 2 3 4

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

Application No: 1-10508

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: Ramon Alvarez Jr.
Address: 2310 Grunigeno Dr.
Mercedes, Tx. 78570
Phone: (956) 854-1676

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

San Jacinto Est. #5 lot # 59

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Ramon Alvarez Jr.
Requesting Party (Signature)

8/22/13
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:

8/22/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10508
Aug. 22, 2013

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

S0669-05-000-0059-00

[1] OWNER: ALVAREZ, RAMON JR. & SANDRA

[7] LEGAL DESC./NAME OF SUBDIVISION
SAN JACINTO EST. #5 LOT#59

2310 GRANJENO DR.
MERCEDES, TX 78570

Telephone No. 854-~~1024~~ 16876

LOCATION: 0 FM 1015 & MILE 13 1/2

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

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

[10] EST. COST OF CONST.: \$14,500

[5] SIZE OF STRUCTURE: 1,064 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS& REG.
FRONT 25' REAR 35' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF STREET

FOR COUNTY USE ONLY
APPLICATION FEES

Gilbert Pecina 8/22/13
Prepared by Date

OTHER _____
TOTAL AMOUNT \$30.00

Jonathan Tridvo 8/20/13
Approved by Date

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: YES NO BFE

[Signature] 8/22/13
Signature of Owner or Applicant Date

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

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: December 31, 2012

Grantor: San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company
Grantor's Mailing Address:
900 S, Stewart Rd., Suite 12
Mission, Texas 78572

2372728

Grantee: Ramon Alvarez Jr. and Sandra Alvarez

Grantee's Mailing Address (including county):
1017 Chapa South
Mercedes, Texas 78570
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Three Thousand Five Hundred Dollars and No Cents (\$3,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 59, San Jacinto Estates No. 5, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2012515

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 26, 2008, payable to the order of Jean Stokes, individually and as Independent Executrix and Trustee of the Jack H. Stokes Family Trust under the Last Will and Testament of Jack H. Stokes, Deceased which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 2008-1932614. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of San Jacinto Estates No. 5, as shown on the plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2012515; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

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

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

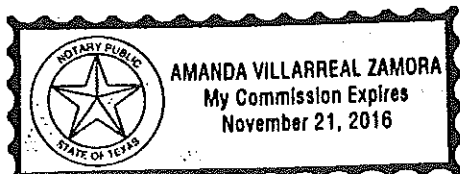
San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company

BY: [Signature]
Jacinto Garza, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 4th day of January, 2013, Jacinto Garza, President of San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company on behalf of said Texas Limited Liability Company.



[Signature]
Notary Public, State of Texas



PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 7-70206

1-10429

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: Miguel Franco

Address: 324 Ortiz Circle
Danna, TX 78537

Phone: 956-684-2722

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

Water Supplier: N.A.W.S

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

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

regarding the land described as:

Country Village #2 lot #46

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

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

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

(Date approved 1-5-82);

(verified by Gilbert Poiner);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
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956-973-7850

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

Precinct D 2 3 4

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

Application No: 1-10429

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: Miguel Franco
Address: 324 Ortiz Circle
Donna, TX 78537
Phone: 956-684-2722

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

Country Village #2 lot #46

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

[Signature] 8-22-13
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

8/20/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-10429

Jul. 25, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

C9120-02-000-0046-00

[1] OWNER: FRANCO, MIGUEL A.
FRANCO, MARIA G.
416 S. BETO GARCIA ST.
WESLACO TX 78596-9123

[7] LEGAL DESC./NAME OF SUBDIVISION
COUNTRY VILLAGE #2 LOT 46

Telephone No.

LOCATION: 0 TM 88 & MILE 12 1/2

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

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

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

[5] SIZE OF STRUCTURE: 1,305 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

Special Conditions: No construction allowed over any easements.

MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:15' SIDE:6' CORNER:10'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

**FOR COUNTY USE ONLY
APPLICATION FEES**

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 04502 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.

Prepared by [Signature] Date 7/25/13

Approved by [Signature] Date 7/25/13

Signature of Owner or Applicant [Signature] Date 7/25/13

[NOTICE]

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

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

WARRANTY DEED

Date: May 17, 2011

Grantor: ROBERT PERALES

Grantor's Mailing Address (including county): 628 S. Pleasant View Drive
Weslaco, Texas 78596
Hidalgo County, Texas

Grantee: MIGUEL ANGEL FRANCO and wife, MARIA GUADALUPE FRANCO

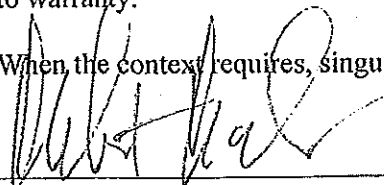
Grantee's Mailing Address (including county): 415 N. Beto Garcia Dr.
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor , the receipt of which is hereby acknowledged.

Property (including any improvements):
Lot 46, COUNTRY VILLAGE SUBDIVISION NO. 2., Weslaco, Hidalgo County, Texas

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

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

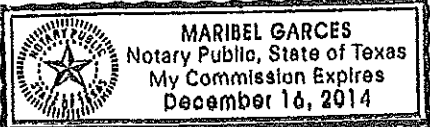



Robert Perales

(Acknowledgment)

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 17th day of May, 2011 by ROBERT PERALES.





Notary Public, State of Texas

AFTER RECORDING RETURN TO:
ROBERT PERALES
628 S. Pleasant View Drive
Weslaco, Texas 78596



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct No.1 Substation
1902 Joe Stephens Ave.
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956-968-4734
956-973-7850

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

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

Precinct 02 3 4

Application No: 1-10506

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: Jose ed. Beraza

Address: 7919 Shilho Dr
Weslaco TX 78597

Phone: (956) 532-6103

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

Water Supplier: NAWT

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

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

regarding the land described as:

shilo #7 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;
- Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 06/26/01);

(verified by Gilbert Pecina);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

Precinct 02 3 4

Application No: 1-10506

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 A. Beraza
Address: 4919 Shilbo Dr.
Weslaco TX 78594
Phone: (956) 532-6103

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

Shilbo # 1 lot # 67

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

[Signature]
Requesting Party (Signature) 8-22-13
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:

8/28/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-10506

Aug. 22, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

S3255-00-000-0067-00

[1] OWNER: BERAZA, JOSE A.
HERNANDEZ, NORA
PO BOX 1546
WESLACO TX 78599

Telephone No. 493-3994

[7] LEGAL DESC./NAME OF SUBDIVISION
SHILO LOT 67

LOCATION: 0 FM 88 & MILE 12 1/2

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: META

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

[10] EST. COST OF CONST.: \$7,000

[5] SIZE OF STRUCTURE: 1,275 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

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

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00


Light [X] Water [X]

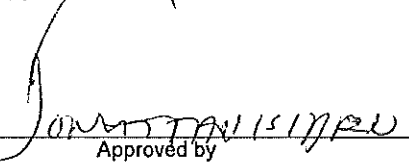
Flood Zone: NO
Panel No. /Suffix: 04500 Pct: 1

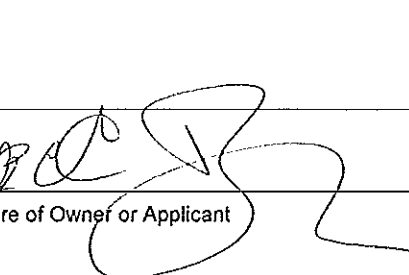
Community No.: 460334

Certification of Elevation
Required: YES NO BFE

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

Prepared by  Date 8/22/13

Approved by  Date 8/20/13

Signature of Owner or Applicant  Date 8/22/13

[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: November 25, 2006

Grantor: Jose Angel Beraza and Nora Hernandez
Grantor's Mailing Address (including county):
P.O.Box 766
Weslaco, Texas 78596
Hidalgo County, Texas

Trustee: Robert Geissler
Trustee's Mailing Address (including county):
323 Nolana
McAllen, Texas 78504
Hidalgo County, Texas

Beneficiary: El Toro Builders, Inc., a Texas Corporation
Beneficiary's Mailing Address (including county):

2011 N. Conway
Mission, Texas 78572

Note:

Date: November 25, 2006
Amount: Nineteen Thousand Six Hundred Fifty and 0/100 Dollars (\$19,650.00)
Maker: Jose Angel Beraza and Nora Hernandez

Payee: El Toro Builders, Inc., a Texas Corporation

Property (including any improvements):

Lot(s) 67, Shilo Subdivision, as shown by the map or plat thereof recorded in Volume 38, Page 5, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes

Other Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated November 2, 2000, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 925574;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;

Jose Angel Beraza
Jose Angel Beraza

Nora Hernandez
Nora Hernandez

State of Texas
County of Hidalgo

(Acknowledgment)

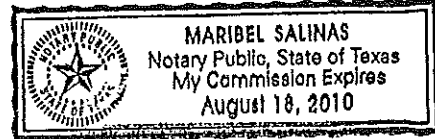
This instrument was acknowledged before me on the 25 day of November, 2006, by Jose Angel Beraza.

Maribel Salinas
Notary Public, State of Texas

State of Texas
County of Hidalgo

(Acknowledgment)

This instrument was acknowledged before me on the 25 day of November, 2006, by Nora Hernandez.



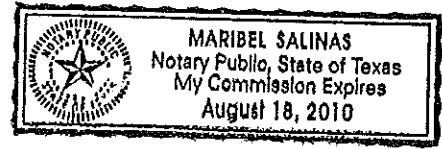
Maribel Salinas
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

El Toro Builders, Inc.
2011 N. Conway
Mission, Texas 78572

shilo67
-h\$d0004.hdd

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



PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	Juan Raygoza	4-12646
2.	Pedro Hernandez	4-11946
3.	Josefina Solis	4-11187
COMM. COURT: Sept. 3, 2013		



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct No. 1 Substation
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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

Precinct 1 2 3 4

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

Application No: 4-12646

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: Juan Paygoza

Address: 1923 Lago St
Weslaco, TX 78596

Phone: 956-355-0698

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
Inspection/Permit No:		
Date Approved:	<u>1 1</u>	<u>8 12 13</u>

Water Supplier: [Signature]

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

Account/ESI No.: 274074-001
 Temporary Pole Permanent Service

regarding the land described as:

Rolando "Chino" Cruz Lot 3 7769 E. Castro, JW

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

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

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

(Date approved 10-11-05);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 1 2 3 4

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

Application No: 4-124416

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: JUAN RAYGOZA

Address: 1923 Lago St
Weslaco, TX

Phone: 956-355-0498

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

Rolando "Chino" Cruz Lot 3

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X [Signature]
Requesting Party (Signature)

8/6/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) plat

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

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

8/28/13
Date

[Signature]
County Official

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 10, 2012

Grantor: MARIO G. TREVINO, and wife, ELSA TREVINO f/k/a ELSA MONSIVAIS

Grantor's Mailing Address: 5966 State Hwy. 186 W., Raymondville, Willacy County, TX 78580

Grantee: JUAN MANUEL RAYGOZA and wife, SHAKERA MARIA RAYGOZA

Grantee's Mailing Address: 1923 Largo St., Weslaco, Hidalgo County, TX 78596

Consideration: TEN 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 a Note of even date that is in the principal amount of EIGHTY-THREE THOUSAND ONE HUNDRED DOLLARS (\$83,100.00), is executed by JUAN MANUEL RAYGOZA and wife, SHAKERA MARIA RAYGOZA and is payable to the order of UNITED STATES OF AMERICA, ACTING THROUGH THE FARM SERVICE AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE. The Note is secured by a vendor's lien retained in favor of UNITED STATES OF AMERICA, ACTING THROUGH THE FARM SERVICE AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE in this Deed and by a Deed of Trust of even date from Grantee to JAMES B. DOUGLASS, Trustee.

Property (including any improvements): All of Lot 3, ROLANDO "CHINO" CRUZ SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 49, Page 7, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

1. Restrictive covenants recorded in Volume 49, Page 7, Map Records of Hidalgo County, Texas.
2. Statutory easements, rules regulations and rights in favor of Hidalgo County Irrigation District No. 2.
3. Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Rolando "Chino" Cruz Subdivision, recorded in Volume 49, Page 7, Map Records of Hidalgo County, Texas.
4. Easements for roadways, canals, drainage ditches, etc. as shown by instrument dated June 9, 1911, recorded in Volume 19, Page 201, Deed Records of County, Texas.
5. Right of way easement in favor of Hidalgo County Drainage District No. 1 as shown by instrument dated October 25, 1984, recorded in Volume 2052, Page 256, Official Records of Hidalgo County, Texas.
6. Right of way easement in favor of County of Hidalgo as shown by instrument dated June 25, 1975, recorded in Volume 1448, Page 63, Deed Records of Hidalgo County, Texas.
7. Right of way easement in favor of Texas Eastern Transmission Corp. as shown by instrument dated November 12, 1956, recorded in Volume 877, Page 15, Deed Records of Hidalgo County, Texas.
8. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Pedro Cerda and wife, Manuela Cerda to Yuma Petroleum Company, dated August 2, 1985, recorded in Volume 2239, Page 186, Oil and Gas Records of Hidalgo County, Texas.
9. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Edward L. Boro and wife, Bernice Boro to Sinclair Oil & Gas Company, dated

September 26, 1955, recorded in Volume 179, Page 233, Oil and Gas Records of Hidalgo County, Texas.


10. Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated March 31, 1956, recorded in Volume 184, Page 366, Oil and Gas Records of Hidalgo County, Texas.
11. Mineral and/or royalty reservation contained in deed dated December 30, 1969, recorded in Volume 1247, Page 931, Deed Records of Hidalgo County, Texas.
12. Visible and apparent easements on or across the property.
13. Any part lying within canal right-of-way claimed in fee simple by Hidalgo County Irrigation District No. 2.
14. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
15. 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.

UNITED STATES OF AMERICA, ACTING THROUGH THE FARM SERVICE AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE, 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 UNITED STATES OF AMERICA, ACTING THROUGH THE FARM SERVICE AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE and are transferred to UNITED STATES OF AMERICA, ACTING THROUGH THE FARM SERVICE AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE without recourse on Grantor.

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



MARIO G. TREVINO

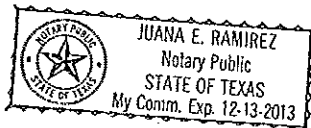


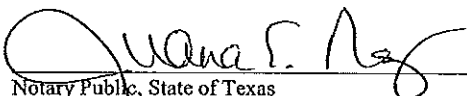
ELSA TREVINO f/k/a ELSA MONSIVAIS

(ACKNOWLEDGMENT)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 10th day of May, 2012, by MARIO G. TREVINO.



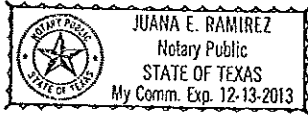


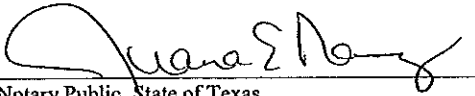
Notary Public, State of Texas

(ACKNOWLEDGMENT)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 10th day of May, 2012, by ELSA
TREVINO f/k/a ELSA MONSIVAIS.




Notary Public, State of Texas

PREPARED BY:

Law Office of Richard S. Talbert
612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)
rstlaw@bizrgv.tx.com

File/GF No. 129,014vit

CHARGE RECORDING & RETURN TO:

VALLEY LAND TITLE CO.
2300 W. Pike, Suite 104
Weslaco, TX 78596

After recording return to:
Juan Manuel Raygoza and Shakera Maria Raygoza
1923 Largo St.
Weslaco, Tx 78596

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12646
Aug. 6, 2013

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

R3758-00-000-0003-00

[1] OWNER: RAYGOZA, JUAN MANUEL &
SHAKERA MARIA
7769 E. CANTON RD.
EDINBURG, TX. 78539
Telephone No. 355-0698

[7] LEGAL DESC./NAME OF SUBDIVISION
ROLANDO "CHINO" CRUZ LOT 03
8/16/10NAF

LOCATION: 0 CANTON & VALVERDE

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

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

[10] EST. COST OF CONST.: \$23,000

[5] SIZE OF STRUCTURE: 1,624 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

Special Conditions: No construction allowed over any easements.

MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 40' SIDE'S 6' REAR 40' FINISH FLOOR OF ELEV.
18' TOP OF CURB OR 12" ABOVE NATURAL GROUND.

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

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

Community No.: 440224

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.

Hou. Castillo _____ 8/06/13 _____
Prepared by Date

Ebrain Casillas _____ 8/05/13 _____
Approved by Date

X [Signature] _____ 8-6-13 _____
Signature of Owner or Applicant Date

[NOTICE]

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

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



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
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956-318-2840
956-318-2844

Precinct No. 1 Substation
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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

Precinct 1 2 3 4

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

Application No: 4-119410
11-2812

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Pedro Hernandez

Address: 1012 San Francisco AVE
EDINBURG TX 78542

Phone: 956 562 4394

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:	<u>/</u>	<u>Chardo Rera</u>
Date Approved:	<u>1 1</u>	<u>8/22/13</u>

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

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

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

regarding the land described as: Viviles Vagos Ph II Lot # 91

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

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

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

(Date approved 9/2/09);
 (verified by Raul E. Sesin);
 (verified by Chardo Rera);
 (verified by Chardo Rera);
 (verified by Raul E. Sesin)

Raul E. Sesin
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

Precinct 1 2 3 4

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

Application No: 4-11946

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: Pedro Hernandez

Address: 1012 San Francisco AVE.
EDINBURG TX 78542

Phone: 956-562-43-94

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

Vivaldo Vegas Ph# 60#91

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

RECEIVED
BY: <u>[Signature]</u>
AUG 22 2013
HIDALGO COUNTY PLANNING DEPT.

Pedro Hernandez
Requesting Party (Signature)

8/22/13
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:

8/28/13
Date

[Signature]
County Official

- 10. Prior Liens: Deed of Trust recorded under Document No. 1963296, Official Records, Hidalgo County, Texas
- 11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):
- 12. Special Warranty of Title: To have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.
- 13. Vendor's Lien: The vendor's lien against and superior title to the Property are retained until the note described above is fully paid according to its terms, at which time this deed will become absolute.
- 14. Non-examination of Title: NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.
- 15. Miscellaneous: When the context requires, singular nouns and pronouns include the plural.
- 16. Signature:

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

By:

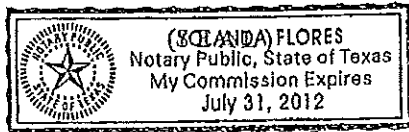
Richard A. Garza
Richard A. Garza, President

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 7th day of June 2010, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.



Solanda Flores
Notary Public, State of Texas

My Commission Expires: 7-31-2012

After Recording Return To:

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

NOTICE OF CONFIDENTIALITY RIGHTS

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

Special Warranty Deed with Vendor's Lien

1. Date: June 7, 2010 2131033
2. Grantor: Garco, Ltd., A Texas Limited Partnership
3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539
4. Grantee: PEDRO HERNANDEZ AND MARIA DOLORES HERNANDEZ
5. Grantee's Mailing Address: 1012 San Francisco Avenue, Edinburg, Hidalgo County, Texas 78539
6. Consideration: Ten and No/100THS (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of Fifteen Thousand Nine Hundred and No/100ths Dollars (\$15,900.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to David Crook, Trustee.
7. Property: Lot Ninety-One (91), Viva Las Vegas Subdivision Phase II, Hidalgo County, Texas, as per map or plat thereof recorded under Document No. 2039371, Official Records of Hidalgo County, Texas.
8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the property, to-wit:
 - A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.
 - B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.
 - C. Anything an on-the-ground A-1 survey would reveal.
 - D. The taxes for the year 2010 and subsequent years.
 - E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.
 - F. Right of First Refusal. If Grantee desires to sell or otherwise transfer any interest in the property herein described, Grantor shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Upon Grantor's failure to meet such offer in writing within 30 days after written notice thereof from Grantor to Grantee, Grantee may sell the property to the third party in accordance with his offer.
9. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "B" hereto attached and made a part hereof for all purposes.



PLANNING DEPARTMENT

Rev. 02-19-10

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2401 N. Moorefield Rd.
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956-205-7045
956-205-7049

Precinct 1 2 3 4

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

Application No: 4-11187

Dec. 14, 2011

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: Josefina Solis

Address: Sharp & Davis Rd.

22021 Uresti St
Edinburg TX 78542

Phone: 956-246-6290

Approved by Environmental Health:	Temporary Service	Final Service
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>1 / 1</u>	<u>Existing Septics</u> <u>6/18/13</u>

Water Supplier: N/A

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

Account/ESI No.: X 235991-003
 Temporary Pole Permanent Service

regarding the land described as:

lot 209, Evergreen Valley Estates Phase II

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

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

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

(Date approved 3-15-05);

(verified by Raul Castillo)

6-18-13 Rubel J. ...
(verified by Rubel J. ...);

6-18-13 Rubel J. ...
(verified by Rubel J. ...);

(verified by Raul Castillo)

Raul E. Sesin
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



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Rev. 02-19-10

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956-205-7045
956-205-7049

Precinct 1 2 3 4
4-11187

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

Application No:

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

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

PARTY MAKING REQUEST:

Name: Josefina Solis
Address: 22021 Uresti Rd
Edinburg, TX 78542
Phone: 956-246-6290

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

Emergreen Valley Est. #2 lot 209

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Josefina Solis
Requesting Party (Signature)

8/23/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) plat

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

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

8/28/13
Date

Yancy Castillo
County Official

Hidalgo County

Official Records

Thursday, December 15, 2011

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Place your cursor on the buttons below and a description of what each button is used for will appear.

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Printing Instructions



Dec-2109119

 EDWARDS ABSTRACT
 GP # 168714-054

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: March 18, 2011

Grantor: HECTOR ELIZONDO MARTINEZ and wife, SAN JUANITA ELIZONDO

Grantor's Mailing Address (including county): 2602 Johnson Rd.
Aransas Pass, Texas 78336
San Patricio County, Texas

Grantee: ENOCH SOLIS and wife, JOSEFINA SOLIS

Grantee's Mailing Address (including county): 22021 Uresti Road
Edinburg, Texas 78539
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of THIRTY-NINE THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$39,500.00) payable to the order of HECTOR ELIZONDO MARTINEZ and wife, SAN JUANITA ELIZONDO, and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to BYRON JAY LEWIS, Trustee.

Property (including any improvements):

Lot Two Hundred Nine (209), Evergreen Valley Estates Phase II, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 47, Pages 85-97, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in VOLUME 47, PAGES 85-97, MAP RECORDS, AND CLERK'S FILE NO. 1432170, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

All the oil, gas and other minerals in, under or that may be produced from the land are excepted herefrom in instrument(s) dated June 22, 1927, recorded in Volume 246, Page 17, Deed Records, and dated August 21, 1980, recorded in Volume 1637, Page 481, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

All water rights and rights to water, whether riparian, appropriative or otherwise, presently appended or annexed to the land are reserved in instrument dated March 9, 2006, recorded under Clerk's File

Hidalgo County
 OFFICIAL RECORDS CLERK'S OFFICE

Thursday, December 15, 2011

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Printing Instructions



Doc-2160349

No. 1591276, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Lease dated January 10, 1939, recorded in Volume 33, Page 570, Oil and Gas Records, modified, as stated in instrument dated July 24, 1939, recorded in Volume 55, Page 520, Oil and Gas Records, amended, as stated in instrument dated April 26, 1957, recorded in Volume 201, Page 251, Oil and Gas Records, and amended, as stated in instrument dated January 5, 1965, recorded in Volume 294, Page 12, Oil and Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Lease dated July 24, 1939, recorded in Volume 63, Page 229, Oil and Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Lease dated March 12, 1965, recorded in Volume 296, Page 64, Oil and Gas Records, and utilized in instrument dated April 30, 1965, recorded in Volume 296, Page 719, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

Oil, Gas and Mineral Lease dated September -, 1965, recorded in Volume 301, Page 907, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Lease dated December 6, 1982, recorded in Volume 424, Page 154, Oil and Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.

Memorandum of Oil and Gas Lease dated August 9, 1993, recorded under Clerk's File No. 344186, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Memorandum of Oil and Gas Lease dated August 9, 1993, recorded under Clerk's File No. 443612, Official Records, extended, as set forth in instruments dated May 15, 1998, recorded under Clerk's File Nos. 530034 and 530035, Official Records, amended, as set forth in instrument dated November 4, 1994, recorded under Clerk's File No. 547162, Official Records, amended, as set forth in instrument dated November 15, 1996, recorded under Clerk's File No. 565964, Official Records, and partially released, as set forth in instrument dated December 8, 1998, recorded under Clerk's File No. 740964, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Lease dated August 12, 2002, recorded under Clerk's File No. 1113832, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Leases dated December 6, 2002, recorded under Clerk's File Nos. 1146920 and 1148173, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Easements, rules, regulations and rights in favor of DELTA LAKE IRRIGATION DISTRICT.

Minlowm floor elevation; fifteen foot (15') exclusive easement to N.A.W.C. along the front; fifteen foot (15') electrical and utility easement along the front; twenty foot (20') drainage and swale easement along the rear; fifty foot (50') minimum setback line along the front; thirty-five foot (35') minimum setback line along the rear; and, six foot (6') minimum setback line along the sides, as per map or plat recorded in Volume 47, Pages 85-97, Map Records, Hidalgo County, Texas.

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



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Thursday, December 15, 2011

Place your cursor on the buttons below and a description of what each button is used for will appear.

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Printing Instructions



Doc-2120149

Easements or claims of easements which are not recorded in the public records.

Taxes for the year 2011 and subsequent years.

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

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.

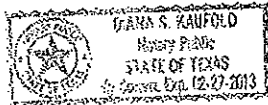
Hector Elizondo
HECTOR ELIZONDO MARTINEZ

San Juanita Elizondo
SAN JUANITA ELIZONDO

(Acknowledgment)

State of Texas §
County of Hidalgo §

This instrument was acknowledged before me on the 18th of November, 2011, by HECTOR ELIZONDO MARTINEZ and wife, SAN JUANITA ELIZONDO.



Trana S. Kaufold
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
ENOCII SOLIS and wife, JOSEFINA SOLIS
22021 Uresti Road
Edinburg, Texas 78539

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
1111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 768774;DSK:bc

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11187
Dec. 16, 2011

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

E8250-02-000-0209-00

[1] OWNER: SOLIS, ENOCH & JOSEFINA

22021 URESTI RD.
EDINBURG, TX. 78542

Telephone No. 380-1635

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. PH II
LOT #209
5/11/11NW/E

LOCATION: 0 DAVIS & VALVERDE

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BLOC

[4] PURPOSE OF APPLICATION: RESD. ADDITION

30- RESIDENTIAL/ ADD. & RENOVATION

[5] SIZE OF STRUCTURE: 384 Sq. Ft.

[10] EST. COST OF CONST.: \$800

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

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

Special Conditions: No construction allowed over any easements.

MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' SIDE'S 5' REAR 35' FINISH FLOOR OF ELEV.
18" CENTER OF STREET. RES.ADD. PORCH

**FOR COUNTY USE ONLY
APPLICATION FEES**

OTHER _____
TOTAL AMOUNT \$30.00

Light [] Water []

Flood Zone: NO
Panel No./Suffix: 037-5D Pct: 4

Community No.: 4800334

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.

Alon U. Castillo 12-16-11
Prepared by Date

Edgar Urdiro 12-16-11
Approved by Date

Josefina Solis 12/16/11
Signature of Owner, or Applicant Date

[NOTICE]

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

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

AI-40236

Monthly Fee Reports 4. A.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

July 2013 - District Attorney's Office - Checks Monthly Fees Report

BACKGROUND

July 2013 - District Attorney's Office - Checks Monthly Fees Report

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

DAH07-2013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/15/2013 04:28 PM
Manuel Chapa	Manuel Chapa	08/29/2013 10:12 AM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Roy Cazares		Started On: 08/15/2013 04:07 PM
	Final Approval Date: 08/30/2013	

HIDALGO COUNTY TEXAS
 DISTRICT ATTORNEY PROCESSING FEES REPORT
 FOR THE MONTH ENDED July 31, 2013

COPY

MONIES RECEIVED

BEGINNING RECEIPT # 97591 ENDING RECEIPT # 97886

TOTAL RECEIPTS FOR THIS MONTH: 296
 TOTAL RECEIPTS VOIDED THIS MONTH: 2


Restitution Collected This Month <i>PC Ch. 32.41 (e)</i>	\$206,836.25
Court Costs Collected This Month <i>CCP Art. 102.0071</i>	14,400.75
Processing Fees Collected This Month <i>CCP Art. 102.007 (c)</i>	13,450.81
Merchant Fees Collected This Month <i>BCC Ch. 3.506 (b)</i>	4,280.00
Overpayments/Refunds for This Month	1,294.50
Interest Earned on Bank Acct. <i>LGC 113.021 (c)</i>	<u>0.00</u>
Total Collections for This Month	<u><u>\$240,262.31</u></u>

DISBURSEMENTS

URS FN-190400
URS FN-190447
 BEGINNING CHECK # LS-1001 ENDING CHECK # LS-1194
 TOTAL CHECKS FOR THIS MONTH: *URS* 242
 TOTAL CHECKS VOIDED THIS MONTH: 6

Restitution Disbursed This Month	\$206,879.76
Court Costs Disbursed This Month	14,400.75
Processing Fees Disbursed- County Treasurer	13,450.81
Merchant Fees Disbursed This Month	4,280.00
Refunds of Overpayments to Defendants	1,250.99
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	7,546.57
Voided Checks This Month	<u>0.00</u>
Total Disbursements for This Month	<u><u>\$247,808.88</u></u>

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


 Hidalgo County Criminal District Attorney

8/13/13
Date


 Prepared By

8-13-13
Date

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

AI-40237

Monthly Fee Reports 4. B.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Roy Cazares, DISTRICT
ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

July 2013 - District Attorney's Office - Justice Courts Collection Report

BACKGROUND

July 2013 - District Attorney's Office - Justice Courts Collection Report

Attachments

DAJPCOL-07-2013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/15/2013 04:28 PM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Roy Cazares		Started On: 08/15/2013 04:10 PM
	Final Approval Date: 08/30/2013	

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY JUSTICE COURT CASES
COURTHOUSE PLEA BARGAINS
FOR THE MONTH OF JULY, 2013

COPY

MONIES RECEIVED

TOTAL CITATIONS PAID FROM 07/01/13 to 07/31/13 32

Week 1 \$1,526.10

Week 2 \$2,963.00

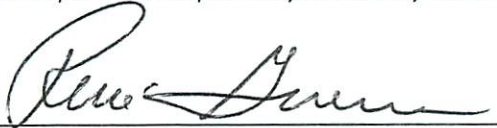
Week 3 \$432.00

Week 4 \$2,137.70

Week 5 \$1,108.10

Total Collections **\$8,166.90**

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



Hidalgo County Criminal District Attorney

8/13/13
Date

AI-40238

Monthly Fee Reports 4. C.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

June 2013 (Revised) - District Attorney's Office - Checks Monthly Fees Report

BACKGROUND

June 2013 (Revised) - District Attorney's Office - Checks Monthly Fees Report

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

DAHCRPT07(2)-2013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/15/2013 04:29 PM
Manuel Chapa	Manuel Chapa	08/29/2013 10:10 AM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Roy Cazares		Started On: 08/15/2013 04:18 PM
	Final Approval Date: 08/30/2013	

Revised

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED June 28, 2013

MONIES RECEIVED

BEGINNING RECEIPT # 97338 ENDING RECEIPT # 97590

TOTAL RECEIPTS FOR THIS MONTH: 253

TOTAL RECEIPTS VOIDED THIS MONTH: 2

Restitution Collected This Month <i>PC Ch. 32.41 (e)</i>	\$153,260.91
Court Costs Collected This Month <i>CCP Art. 102.0071</i>	13,109.00
Processing Fees Collected This Month <i>CCP Art. 102.007 (c)</i>	10,883.11
Merchant Fees Collected This Month <i>BCC Ch. 3.506 (b)</i>	3,465.00
Overpayments/Refunds for This Month	6,589.30
Interest Earned on Bank Acct. <i>LGC 113.021 (c)</i>	<u>0.00</u>
Total Collections for This Month	<u>\$187,307.32</u>

DISBURSEMENTS

BEGINNING CHECK # 190196 ENDING CHECK # 190399

TOTAL CHECKS FOR THIS MONTH: 204

TOTAL CHECKS VOIDED THIS MONTH: 3

Restitution Disbursed This Month	\$153,273.94
Court Costs Disbursed This Month	13,109.00
Processing Fees Disbursed- County Treasurer	10,883.11
Merchant Fees Disbursed This Month	3,465.00
Refunds of Overpayments to Defendants	6,576.27
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	0.00
Voided Checks This Month	<u>0.00</u>
Total Disbursements for This Month	<u>\$187,307.32</u>

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

Rene Green
Hidalgo County Criminal District Attorney

7/31/13
Date

Wesley R. Silva
Prepared By

7-31-13
Date

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

AI-40279

Right of Way 5. A.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

North Alamo Water Supply Corporation:

* Rose Gardens Apartments: 1. Bore an 6" waterline with a 12" PVC casing 1,300 feet west of the center line of I Road on the North and South side of Minnesota Road.

* North Alamo WSC is proposing to bore and encase a 12- inch PVC waterline to cross from the south right-of-way line to the north right-of-way line of Mile 17 1/2 North. The proposed waterline will consist of 40 lineal feet of 12-inch PVC pipe and 30 lineal feet of 20- inch x 3/8 inch steel casing. The proposed casing will be installed at a minimum of 40-inches below natural ground. In addition, the said waterline will be located 27.5 feet east from the intersection of said Mile 2 West and Mile 17 1/2 North.

* North Alamo WSC is proposing to bore and encase a 12-inch PVC waterline to cross from the south right-of-way line to the north right-of-way line of Mile 17 North. The proposed waterline will consist of 187 lineal feet of 12-inch PVC pipe and 28 lineal feet of 20-inch x 3/4 inch steel casing to cross said Mile 17 North. The proposed casing and waterline will be installed at a minimum of 40-inches below natural ground. In addition, the said waterline will be located 15.0- feet east from the centerline of Mile 2 West.

* North Alamo WSC is proposing to bore and encase a 12-inch PVC waterline to cross from the east right-of-way line to the west right-of-way line of Mile 2 West. The proposed waterline will consist of 40 lineal feet of 12-inch PVC pipe and 40 lineal feet of 20-inch x 3/8 inch steel casing. The proposed casing will be installed at a minimum of 40-inches below natural ground. In addition, the said waterline will be located 700.0- feet north from the centerline of Mile 17 North.

* North Alamo WSC is proposing to bore and encase a 12-inch PVC waterline to cross from the west right-of-way line to the east right-of-way line of Mile 2 West. The proposed waterline will consist of 40 lineal feet of 12-inch PVC pipe and 30 lineal feet of 20-inch x 3/8 inch steel casing. The proposed casing will be installed at a minimum of 40-inches below natural ground. In addition, the said waterline will be located 27.5 feet south from the intersection of said Mile 17 1/2 North and Mile 2 West.

BACKGROUND

Attachments

NAWSC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/21/2013 04:51 PM
Glinda Pacheco	Glinda Pacheco	08/27/2013 02:15 PM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Rebecca Gomez		Started On: 08/19/2013 02:42 PM
	Final Approval Date: 08/30/2013	

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 3rd day of September, 2013 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 6 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

Rose Gardens Apartments: Bore an 6" waterline with a 12" PVC casing 1,300 feet west of the centerline of I Road on the North and South side of Minnesota Road.

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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 3rd day of September, 2013 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 12 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

* North Alamo WSC is proposing to bore and encase a 12-inch PVC waterline to cross from the south right-of-way line to the north right-of-way line of Mile 17 ½ North. The proposed waterline will consist of 40 lineal feet of 12-inch pvc pipe and 30 lineal feet of 20-inch x 3/8 inch steel casing. The proposed casing will be installed at a minimum of 40-inches below natural ground. In addition, the said waterline will be located 27.5-feet east of the intersection of Mile 2 West and Mile 17 ½ North.

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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 3rd day of September, 2013 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 12 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

* North Alamo WSC is proposing to bore and encase a 12-inch PVC waterline to cross from the south right-of-way line to the north right-of-way line of Mile 17 North. The proposed waterline will consist of 187 lineal feet of 12-inch pvc pipe and 28 lineal feet of 20-inch x 3/8 inch steel casing to cross said Mile 17 North. The proposed casing and waterline will be installed at a minimum of 40-inches below natural ground. In addition, the said waterline will be located 15.0-feet east from the centerline of Mile 2 West.

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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 3rd day of September, 2013 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 12 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

* North Alamo WSC is proposing to bore and encase a 12-inch PVC waterline to cross from the east right-of-way line to the west right-of-way line of Mile 2 West. The proposed waterline will consist of 40 lineal feet of 12-inch pvc pipe and 40 lineal feet of 20-inch x 3/8 inch steel casing. The proposed casing will be installed at a minimum of 40-inches below natural ground. In addition, the said waterline will be located 700.0-feet north from the centerline of Mile 17 North.

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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 3rd day of September, 2013 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 12 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

* North Alamo WSC is proposing to bore and encase a 12-inch PVC waterline to cross from the west right-of-way line to the east right-of-way line of Mile 2 West. The proposed waterline will consist of 40 lineal feet of 12-inch pvc pipe and 30 lineal feet of 20-inch x 3/8 inch steel casing. The proposed casing will be installed at a minimum of 40-inches below natural ground. In addition, the said waterline will be located 27.5-feet south from the intersection of Mile 17 ½ North and Mile 2 West.

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

AI-40400

Right of Way 5. B.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

1. Melden & Hunt, Inc.

* (Minnesota Road) A proposed 4" PVC sewer force main line parallel and 6 feet inside the East R.O.W. of Minnesota Road. Beginning at Cavazos Perez Elementary property and crossing Minnesota to the East and 6 feet inside the East R.O.W. at a distance approximately 1664 feet North of Mile 3 Road and continuing North along said alignment a distance of 3605 feet. The proposed sewer line will be bored where it crosses Minnesota Road.

2. Texas Gas Services a Division of ONEOK:

* On Cantu Road approximately 538 feet North of Monte Cristo Road will be boring Cantu Road to replace an existing line.

3. Paramount Citrus Holdings, LLC c/o Halff Associates, Inc.

* Improvement will include boring an 8 inch water line across E. Goodwin Road approximately 1200 linear feet south of Mile 2. The proposed water line will provide a water loop for the Agua SUD.

BACKGROUND

Attachments

M&H TXGas Halff

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/28/2013 03:53 PM
Glinda Pacheco	Glinda Pacheco	08/29/2013 08:25 AM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Rebecca Gomez		Started On: 08/26/2013 03:42 PM
	Final Approval Date: 08/30/2013	

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 3rd day of September, 2013 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Melden & Hunt 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 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:**

(Minnesota Road): A proposed 4" PVC sewer force main line parallel and 6 feet inside the East R.O.W. of Minnesota Road. Beginning at Cavazos Perez Elementary property and crossing Minnesota to the East and 6 feet inside the East R.O.W. at a distance approximately 1664 feet North of Mile 3 Road and continuing North along said alignment a distance of 3605 feet. The proposed sewer line will be bored where it crosses Minnesota Road.

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

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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 3rd day of September, 2013 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Texas Gas Service a Division of ONEOK hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 12 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

* On Cantu Road approximately 538 feet North of Monte Cristo Road will be boring Cantu Road to replace an existing line.

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

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

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 3rd day of September, 2013 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Paramount Citrus Holding, LLC c/o Half Associates, Inc. hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8 inch water/ gas/ sewer/ irrigation line; said line to be constructed of 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:**

- Improvement will include boring an 8 inch water line across E. Goodwin Road approximately 1200 linear feet south of Mile 2. The proposed water line will provide a water loop for the Agua SUD.

The granting, giving and authorizing of permission for the said aforementioned 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. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permittee 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-40328

Tax Refunds 6. A.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
M2350.01.000.0004.00	TRPTS Paying For ALDO US	\$8,312.41
M2350.01.000.0004.00	TRPTS Paying For 3M Company	\$8,630.97

BACKGROUND

Attachments

ComCourt09032013

Form Review

Inbox
Budget & Management
Auditor's Office

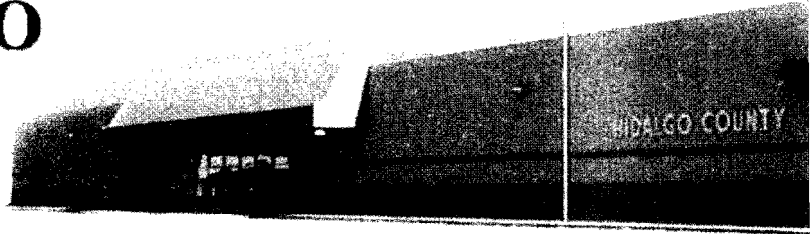
Reviewed By
Obdett Calzada
Monica Badillo

Date
08/21/2013 04:58 PM
08/30/2013 11:55 AM
Started On: 08/21/2013 01:56 PM

Form Started By: Norma Briones

Final Approval Date: 08/30/2013

Office of Tax Assessor - Collector
COUNTY of HIDALGO



Pablo "Paul" Villarreal, Jr. RTA
Assessor and Collector
August 21, 2013

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

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

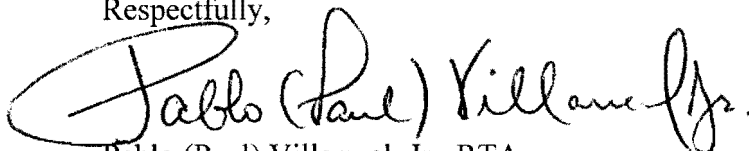
Re: See attached list

Gentlemen:

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

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

Respectfully,

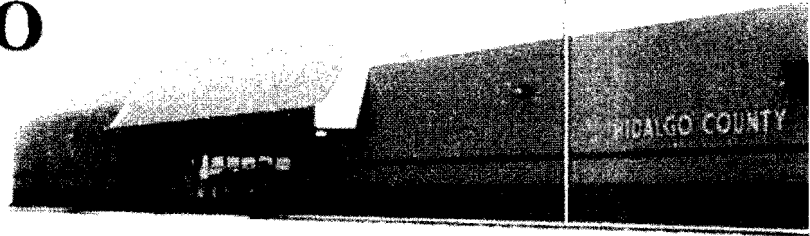

Pablo (Paul) Villarreal, Jr., RTA

jn

Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

Office of Tax Assessor - Collector
COUNTY of HIDALGO



Pablo "Paul" Villarreal, Jr. R7A
Assessor and Collector

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

ACCOUNT NUMBER	PAYER	AMOUNT
M2350.01.000.0004.00	TRPTS PAYING FOR ALDO US	\$8,312.41
M2350.01.000.0004.00	TRPTS PAYING FOR 3M COMPANY	\$8,630.97

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address	Owner's name MCALLEN COMPONENTS LP (PAID BY: TRPTS PAYING FOR ALDO US)
	Present mailing address (number and street) 6200 S 42ND ST
	City, town or post office, state, ZIP code MCALLEN, TX 78503


Legal description (or attach copy of the tax bill or tax receipt): **MCALLEN SW IND DIST# 1 UNIT 1 LOT 4**

Step 2: Describe the property	THRU 8
	Address or location of property: 230532
	Account number of property: M2350.01.000.0004.00 OR 20499886
	Tax receipt number:

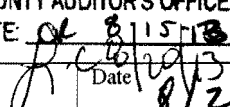


Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2011	01/31	/ 2012	\$ 86,053.32 2
2.			/	\$	\$
3.			/	\$	\$
4.			/	\$	\$
5. TOTAL			/	\$	\$ 8,312.41 2

Taxpayer's reason for refund (attach supporting documentation): **COURT ORDERS # C-2231-11-E ²**

NR

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here 	Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 8/15/13  Date: 8/20/13
	Authorized officer sign here 		
	Collector(s) of taxing unit(s) for refund applications over ² insert amount for which governing body approval is required under Section 31.11, tax code. sign here 	Paul Tillman Jr.	Date 8-13-13 ²

8/14

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address	Owner's name MCALLEN COMPONENTS LP (PAID BY: TRPTS PAYING FOR 3M COMPANY)
	Present mailing address (number and street) 6200 S 42ND ST
	City, town or post office, state, ZIP code MCALLEN, TX 78503

Phone (area code and number)


Legal description (or attach copy of the tax bill or tax receipt): **MCALLEN SW IND DIST# 1 UNIT 1 LOT 4**

Step 2: Describe the property	THRU 8
	Address or location of property: 230532
	Account number of property: M2350.01.000.0004.00
	Tax receipt number: OR 22937967

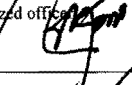
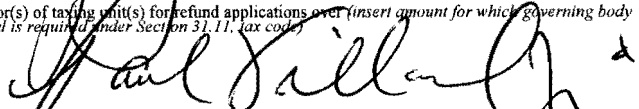
Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2012	01/31	/ 2013	\$ 73,932.85 +
2.			/	\$	\$
3.			/	\$	\$
4.			/	\$	\$
5. TOTAL			/	\$	\$ 8,630.97 +

Taxpayer's reason for refund (attach supporting documentation): **COURT ORDERS # C-2231-11-E **+****

NR

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here 	Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 08-15-13 8/20/13
	Authorized officer sign here 	Date 8/20/13
	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 8-13-13 +

8/14

AI-40244

Membership Dues 7. A.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Sulema Cavazos, FIRE
MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal:

Discussion, consideration, and approval of membership dues in the amount of \$110.00 for International Association of Arson Investigators for Deputy Fire Marshal Rolando Casas. Renewal will cover 9/1/13 through 9/1/14. (Req. #241844)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-422-10-300-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available through Requisition #241844.

Attachments

IAAI Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	08/16/2013 11:16 AM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Sulema Cavazos		Started On: 08/16/2013 08:57 AM
	Final Approval Date: 08/30/2013	

File # 241844
 CC 9/15/13



BILL TO:
Mr. Rolando Casas Hidalgo County Fire Marshal's Office 1124 N "M" rd Edinburg TX 78539

REMIT TO:	
IAAI 2111 Baldwin Avenue, Suite 203 Crofton, MD 21114 iaai@firearson.com	
PHONE:	FAX:
410-451-3473	410-451-9049

INVOICE NO.	MEMBER ID:	DUES DATES		PRINT DATE	DUE DATE
51815	1306913	09/01/2013	09/01/2014	08/14/2013	09/13/2013

DESCRIPTION	QTY	RATE	AMOUNT
ctive in fire/arson investigation	1	\$75.00	\$75.00
Texas Chapter IAAI Chapter Dues	1	\$35.00	\$35.00
<p>Please note that processing this membership cannot be completed until we receive the payments/balance.</p>			

PRIOR BALANCE	\$0.00
INVOICE AMOUNT	\$110.00
PAYMENTS	\$0.00
TOTAL DUE	\$110.00

Ch

**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, ROLANDO CASAS, do hereby state that membership in the INTERNATIONAL ASSOCIATION OF ARSON INVESTIGATORS 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

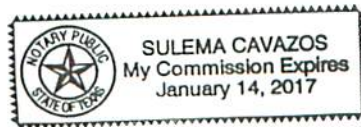
I further state that IAAI is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: *Rolando Casas*
TITLE: *Deputy Fire Marshal*

DATE: *8/15/2013*

Before me SULEMA CAVAZOS, a Notary Public, appeared ROLANDO CASAS, 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.

(S E A L)



Sulema Cavazos
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

AI-40404

Membership Dues 7. B.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Auditors Office (1100):

Requesting approval to pay 2013-2014 membership dues to The Institute of Internal Auditors for Maria Arcilia Duran, CPA, and Yvonne Torres, Revenue Audit Supervisor, in the amount of \$125.00 each (Requisition 242483).

BACKGROUND

The purpose of The Institute of Internal Auditors is to support the membership by providing education and resources to assist in the performance of their official duties and to enhance and promote the professional management of governments for the public benefit by identifying and developing financial policies and practices and promoting them through education, training and leadership.

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:

Funds available through requisition 242483.

Attachments

affidavits

invoices

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/27/2013 02:23 PM
08/30/2013 11:55 AM
Started On: 08/26/2013 04:52 PM

Form Started By: Maria Medina

Final Approval Date: 08/30/2013

**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, MARIA ARCILIA DURAN, CPA, do hereby state that membership in the The Institute of Internal Auditors, 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

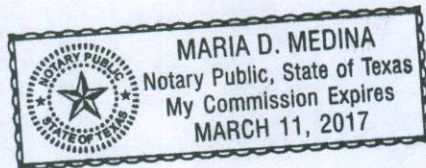
I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: *Maria Arcilia Duran*
TITLE: DIRECTOR OF AUDIT

DATE: 8/27/13

Before me Maria D. Medina, a Notary Public, appeared Maria Arcilia Duran, CPA, 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)



Maria D. Medina
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

**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, YVONNE TORRES, do hereby state that membership in the The Institute of Internal Auditors, 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

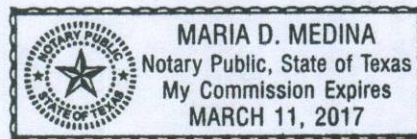
I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

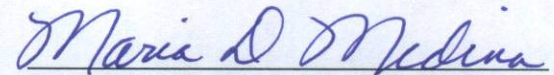
SIGNATURE: 
TITLE: REVENUE AUDIT SUPERVISOR

DATE: 8/27/13

Before me Maria D. Medina, a Notary Public, appeared Yvonne Torres, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)




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



Membership means **more.**

RECEIVED BY
COUNTY AUDITOR

2013 AUG 26 PM 2 04

Maria Arcilla Duran
Hidalgo County Auditors Office
2808S. Bus Hwy 281
Edinburg TX 78539
UNITED STATES

INVOICE RECEIVED BY: -1100-415-21-170-001-0-810
ON 8-26-13
GOODS RECEIVED BY: 9-1-2013
ON 8-31-2014

My Member ID: 1666719
My Expiration: 8/31/2013
Invoice Date: 6/5/2013

Item Description	Invoice Number	Amount Due
Government Member - Renewal Chapter: San Antonio	2339055	\$125.00
Membership Add-ons: Specialty Industry Groups		Amount Due

Specialty Interest Groups are open to all IIA members and dues are assessed in addition to your IIA membership.

Gaming Audit Group (\$50)

Financial Services Audit group (\$50)

Additional Options: **Donation**

Contribution to the Internal Audit Academic Advancement Fund (IAAAF).
Visit www.theiia.org/iaaaf to learn more.

Contribution to The Institute of Internal Auditors Research Foundation (IARF).
Visit www.theiia.org/research to learn more.

The IAAAF and IARF are tax-deductible charitable organizations, as defined by §501(c)(3) of the United States Internal Revenue Code.

**Total
Amount Due**

cut here and remit with payment

By Check:

The Institute of Internal Auditors
CNL Bank
PO Box 31280
Tampa, FL 33631-3280

My Member ID: 1666719
My Expiration: 8/31/2013
IIA Member: Maria Arcilla Duran

Membership Invoice: 2339055
Invoice Date: 6/5/2013
Billed Fees: \$125.00
IAAAF Donation: _____
IARF Donation: _____
Payment Amount: \$ 125.00

By Credit Card:

Complete for credit card processing or pay online at www.theiia.org.

Card Type: VISA MasterCard AMERICAN EXPRESS DISCOVER NETWORK
Exp. _____ Acct#: _____

Name as it appears on card: _____ Signature: _____

Payment Options: All payments must be in US dollars (no foreign currency will be accepted). All checks must be drafted via a bank in the United States or Canada. By Wire Transfer: Please contact customerrelations@theiia.org for complete account information and instructions.





Membership means
COUNTY AUDITOR

more.

2013 AUG 26 PM 2 04

Yvonne Torres
Hidalgo County Auditors Office
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg TX 78539
UNITED STATES

My Member ID: 1662784
My Expiration: 8/31/2013
Invoice Date: 6/5/2013

3 -1100-415-21-170-001-0-810
RECEIVED BY: ON 8-26-13
RECEIVED BY: ON 9-1-2013
ON 8-31-2014

Item Description	Invoice Number	Amount Due
Government Member - Renewal	2339640	\$125.00
Chapter: San Antonio	Amount Due:	\$125.00

Membership Add-ons: Specialty Industry Groups **Amount Due**

Specialty Interest Groups are open to all IIA members and dues are assessed in addition to your IIA membership.

Gaming Audit Group (\$50)	_____
Financial Services Audit group (\$50)	_____

Additional Options: **Donation**

Contribution to the Internal Audit Academic Advancement Fund (IAAAF).
Visit www.theiia.org/iaaaf to learn more.

Contribution to The Institute of Internal Auditors Research Foundation (IARF).
Visit www.theiia.org/research to learn more.

The IAAAF and IARF are tax-deductible charitable organizations, as defined by §501(c)(3) of the United States Internal Revenue Code.

Total Amount Due _____

cut here and remit with payment

By Check:

The Institute of Internal Auditors
CNL Bank
PO Box 31280
Tampa, FL 33631-3280

My Member ID: 1662784
My Expiration: 8/31/2013
IIA Member: Yvonne Torres

Membership Invoice: 2339640
Invoice Date: 6/5/2013
Billed Fees: \$125.00
IAAAF Donation:
IARF Donation:
Payment Amount: \$125.00

By Credit Card:

Complete for credit card processing or pay online at www.theiia.org.

Card Type: VISA MasterCard AMERICAN EXPRESS DISCOVER Exp. _____ Acct#: _____

Name as it appears on card: _____ Signature: _____

Payment Options: All payments must be in US dollars (no foreign currency will be accepted). All checks must be drafted via a bank in the United States or Canada. By Wire Transfer: Please contact customerrelations@theiia.org for complete account information and instructions.



AI-40401

Membership Dues 7. C.

CC CONSENT

Meeting Date: 09/03/2013

Submitted For: Jaime E. Gonzalez

Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defender's Office (1282):

1. Requesting approval to pay State Bar of Texas Juvenile Law Section Membership dues for Jennifer Narvaez, Deputy Public Defender and Michael Parson, Public Defender II, in the amount of \$25.00 each - Requisition #242482 (\$50.00 total).

2. Requesting approval to pay Hidalgo County Bar Association Membership Dues for Jennifer Narvaez, Deputy Public Defender, in the amount of \$75.00, Requisition #242481

(with authority for County Treasurer to issue payments after review, audit, and processing procedures are completed by County Auditor.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1282-412-30-085-004-3-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available through requisitions 242482 and 242481.

Attachments

Membership Dues

Affidavits

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/27/2013 02:14 PM
08/30/2013 11:55 AM
Started On: 08/26/2013 03:51 PM

Form Started By: Patti Loya

Final Approval Date: 08/30/2013

HIDALGO COUNTY BAR ASSOCIATION

ANNUAL MEMBERSHIP DUES STATEMENT (June 2013 – May 2014)

To be a member of the HCBA you must be a licensed attorney in good standing with the State Bar of Texas and/or any other state where the attorney is licensed and you must maintain an office or residence in Hidalgo, Cameron, Willacy, or Starr Counties. Associate membership is available to attorneys who do not maintain an office or residence in Hidalgo, Cameron, Willacy or Starr Counties. In submitting for membership, you are confirming that you meet these requirements.

Pay your HCBA membership dues online on the Membership Page of the HCBA website www.hidalgobar.org, or, complete your information below and mail in the completed form along with your check payable to the Hidalgo County Bar Association to 314 S. Closner, Edinburg, Texas 78539 (return envelope provided). Contributions and gifts to the HCBA are not deductible as charitable contributions for federal income tax purposes. You may make optional charitable, tax deductible contributions directly to the Hidalgo County Bar Foundation. Dues may be deductible as an ordinary and necessary business expense.

NAME & ADDRESS

Prefix Jennifer First A. Middle Initial Narvaez Last Suffix
Sex: F State Bar No.: 24041563 Year Licensed (required): 2003 Birth Date (required): 6/15/78
Company Name: Hidalgo County Public Defender's Office
Mailing Address: 100 N. Closner - 5th Floor
City: Edinburg State: TX Zip: 78539 County: Hidalgo
Email: jennifer.narvaez@co.hidalgo.tx.us Phone: 956-292-7040 Fax: 956-292-7786

MEMBERSHIP CATEGORY (Dues payment deadline is July 31st. Include a \$10.00 late fee if paid after July 31st.)

- Private Practice Attorney Licensed *Prior to* 01-01-13 \$100.00
 Attorney Employed Full Time for a Public Interest, Not for Profit Agency \$75.00
 Attorney Employed Full Time by City, County, State, or Federal Government \$75.00
 Emeritus Member (attorney 75+ years of age or practicing at least 50 years) \$0.00
 Attorney Licensed *After* 01-01-13 \$0.00
 Associate Member (An attorney who does not maintain an office or residence in Hidalgo, Cameron, Willacy or Starr Counties) \$100.00

SECTION MEMBERSHIP (must be a member of the HCBA)

All Law Sections (all inclusive membership entitles members to join all sections, excluding the Senior Section) \$100.00
(Please check off all law sections for which you want to join and receive meeting notices for.)

Individual Memberships: If not paying the \$100.00 for all law sections, each individual law section costs \$25.00, except for the Senior Section.

- Appellate Law CLE Section \$25.00
 Criminal Law CLE Section \$25.00
 Estate Planning & Probate Law CLE Section \$25.00
 Family Law CLE Section \$25.00
 General Civil Law CLE Section \$25.00
 Real Estate Law CLE Section \$25.00
 Women's Bar Section \$25.00
 Senior Lawyers Section Membership: Must have practiced at least 25 years or be over 65 years of age. \$15.00

PRACTICE AREAS (select 5 only)

- | | | |
|---|---|---|
| <input type="checkbox"/> Administrative & Public Law | <input type="checkbox"/> Criminal (prosecutor) | <input type="checkbox"/> Law Office Management |
| <input type="checkbox"/> Admiralty & Maritime Law | <input type="checkbox"/> Elder Law | <input type="checkbox"/> Litigation |
| <input type="checkbox"/> Antitrust & Trade Regulation | <input type="checkbox"/> Entertainment & Sports Law | <input type="checkbox"/> Malpractice & Professional Liability |
| <input type="checkbox"/> Appellate Practice & Advocacy | <input type="checkbox"/> Environmental & Natural Res. Law | <input type="checkbox"/> Mediation/ADR |
| <input type="checkbox"/> Aviation Law | <input type="checkbox"/> Estate Planning & Probate | <input type="checkbox"/> Mediator |
| <input type="checkbox"/> Banking Law | <input type="checkbox"/> Family Law | <input type="checkbox"/> Military Law |
| <input type="checkbox"/> Bankruptcy Law | <input type="checkbox"/> Government Contracts Law | <input type="checkbox"/> Municipal & Governmental Law |
| <input type="checkbox"/> Business Law | <input type="checkbox"/> Guardianship Law | <input type="checkbox"/> Oil, Gas & Mineral Law |
| <input type="checkbox"/> Civil Liberties | <input type="checkbox"/> Health Law | <input type="checkbox"/> Personal Injury & Compensation |
| <input type="checkbox"/> Communications & Media Law | <input type="checkbox"/> Immigration & Naturalization Law | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Constitutional Law | <input type="checkbox"/> Insurance Law | <input type="checkbox"/> School Law |
| <input type="checkbox"/> Construction Law | <input type="checkbox"/> Intellectual Property Law | <input type="checkbox"/> Securities Regulation Law |
| <input type="checkbox"/> Consumer Law | <input type="checkbox"/> International Law | <input type="checkbox"/> Taxation Law |
| <input type="checkbox"/> Corporate | <input type="checkbox"/> Judicial | <input type="checkbox"/> Transactional |
| <input type="checkbox"/> Creditor/Debtor Law | <input checked="" type="checkbox"/> Juvenile Law | <input type="checkbox"/> Transportation Law |
| <input checked="" type="checkbox"/> Criminal (defender) | <input type="checkbox"/> Labor & Employment Law | <input type="checkbox"/> Other: _____ |

Please consider a donation to your Hidalgo County Bar Foundation. The HCBF is the charitable arm of the HCBA and provides support to all of the programs listed below. Without the generous support of our donors, these programs would not be possible. Donations of any amount are greatly appreciated.
Thank you, The HCBF Board of Directors

Your Donation:

HIDALGO COUNTY BAR FOUNDATION

I am enclosing a charitable, tax deductible, donation to the Hidalgo County Bar Foundation in the following amount:

\$1,000__ \$500__ \$250__ \$100__ \$50__ Other - \$_____

Payment method: ___ cash ___ check ___ credit card

Credit Card Information: ___ American Express ___ Master Card ___ Visa ___ Discover

Credit Card Number _____ **CVV No. (Security Code)** _____

Exp. Date _____ **Amount \$** _____ **Signature** _____

Your donation to the HCBF supports the following programs:

- **Celebrate Freedom Courthouse Tours and Classroom Speaker Bureau** is an educational program held in November of each year. Communities across Texas celebrate our system of justice through educational activities aimed at emphasizing the third branch of government and its important role in ensuring democracy and equality. During **Celebrate Freedom** week volunteer lawyers and judges (in conjunction with the Hidalgo County Bar Association, the HCBF, and the State Bar of Texas) educate the public and students about the justice system and the crucial role of lawyers, judges and juries. Also discussed is the significance of the judicial branch of government and its impact on the daily life of every Texan.
- **Community Justice Program (CJP)** has a mission to provide equal access to justice impoverished residents of the Rio Grande Valley by matching those in need of legal assistance with volunteer attorneys who have agreed to represent them without charge. The CJP volunteer attorneys have assisted countless poor families with legal problems.
- **Hidalgo County Bar Foundation Public Service Fund** is a program offering grant opportunities to other non-for-profit, charitable, and educational organizations.
- **Hidalgo County Bar Foundation Elizabeth "Lisa" M. Garcia Law School Scholarship** offers a scholarship opportunity to the Hidalgo County college seniors who will be attending law school. The HCBF awards a \$1,500 scholarship.
- **Holiday Toy Drive** donates funds for the purchase of toys for under-represented age groups. The organizations supported through our toy drive deliver hundreds of toys to area underprivileged children who otherwise might not get toys for Christmas. This year the HCBF benefited over 420 children living in Hidalgo County Colonias.
- **Law Day** is an educational program that is held in May of each year. The HCBF coordinates and orchestrates educational programs in Hidalgo County schools including photo, poster, and essay contests. The winning entry of each category is sent to the State Bar of Texas for competition with other entries from around the state. At the state competition level, the top three entries in each category are awarded cash awards.
- **Mock Trial Competitions** is an educational program conducted each year in partnership with the State Bar of Texas and Region One Education Service Center. High school students are challenged to develop good communication and critical thinking skills, to experience examination and cross-examination of clients, and to generate opening and closing statements. Opportunities for scholarship awards for winning teams exist at the regional, state and national competitions. This year the HCBF awarded a total of \$3,600 to Mock Trial Teams from UTPA and local high schools.
- **"Fiesta de Gracias" Thanksgiving Food Drive** supports local food banks and economically disadvantaged families by conducting law office and county office food drives and by making monetary donations. This year the HCBF raised \$6,000 and benefited 600 families.



**STATE BAR OF TEXAS
JUVENILE LAW SECTION
MEMBERSHIP APPLICATION FORM**

(Bar Year is from June 1, 2013 – May 31, 2014)

(Please Print Legibly)

DUES AMOUNT: \$25.00

Name: Jennifer A. Narvaez

Address: 100 N. Closner - 5th Floor - Juv Pub Def

City: Edinburg State: Tx Zip: 78539

Telephone: 956-292-7040 Facsimile: 956-292-7786

Bar Number: 24041563 E-Mail: jennifer.narvaez@co.hidalgo.tx.us

Method of Payment:

Check Visa MasterCard American Express

Account Number: _____ Expiration Date: _____

Name on Card (please print): _____

Authorized Signature: _____

Please return to:
State Bar of Texas
Attn: Luke Steidl, Membership Department
P.O. Box 12487, Austin, Texas 78711-2487
Fax: (512) 427- 4245



**STATE BAR OF TEXAS
JUVENILE LAW SECTION
MEMBERSHIP APPLICATION FORM**

(Bar Year is from June 1, 2013 – May 31, 2014)

(Please Print Legibly)

DUES AMOUNT: \$25.00

Name: Michael S. Parson

Address: 100 N. Closner - 5th Floor - Juv Pub Def

City: Edinburg State: Tx Zip: 78539

Telephone: 956-292-7040 Facsimile: 956-292-7786

Bar Number: 24041654 E-Mail: michael.parson@co.hidalgo.tx.us

Method of Payment:

Check Visa MasterCard American Express

Account Number: _____ Expiration Date: _____

Name on Card (please print): _____

Authorized Signature: _____

Please return to:
State Bar of Texas
Attn: Luke Steidl, Membership Department
P.O. Box 12487, Austin, Texas 78711-2487
Fax: (512) 427- 4245

**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, Jennifer A. Narvaez, do hereby state that membership in the Hidalgo County Bar 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

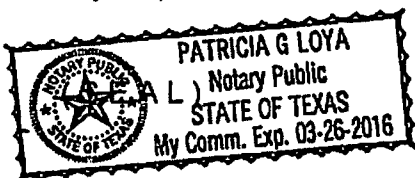
FOR STATEWIDE ASSOCIATIONS ONLY

I further state that Hidalgo County Bar Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: 
TITLE: Deputy Public Defender

DATE: 8/26/2013

Before me Patricia G. Loya, a Notary Public, appeared Jennifer A. Narvaez and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.




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

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

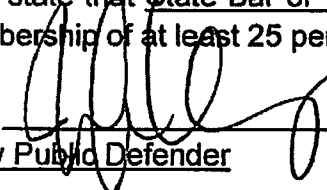
**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Jennifer A. Narvaez, do hereby state that membership in the State Bar of Texas Juvenile Law Section, 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

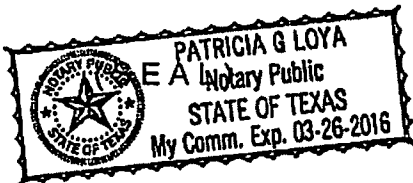
FOR STATEWIDE ASSOCIATIONS ONLY

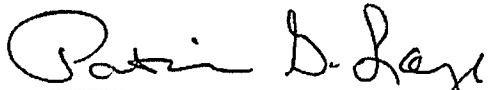
I further state that State Bar of Texas Juvenile Law Section is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: 
TITLE: Deputy Public Defender

DATE: 8/26/2013

Before me Patricia G. Loya a Notary Public, appeared Jennifer A. Narvaez 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.




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

**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 Parson, do hereby state that membership in the State Bar of Texas Juvenile Law Section, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

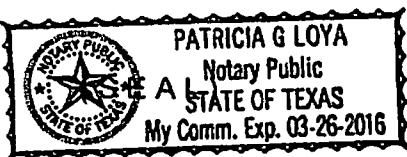
- To obtain statutorily required continuing professional education.
- To obtain continuing education necessary to maintain a license or certification.
- To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments 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 State Bar of Texas Juvenile Law Section is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: *Michael S. Parson* DATE: 8/26/2013
TITLE: Public Defender II

Before me *Patricia G. Loya*, a Notary Public, appeared Michael S. Parson, 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.



Patricia G. Loya
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-40291

Urban County 8. A.

CC CONSENT

Meeting Date: 09/03/2013

Submitted For: Irene Montoya

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of one (1) applicant in the City of Mercedes and one (1) applicant in the City of Edcouch under the HOME Owner-Occupied Housing Rehabilitation Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the HOME Owner-Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Gilberto & Genoveva Fonseca Deferred Loan – Elderly Reconstruction	ME #50-12-02	Mercedes Precinct #1	HOME 2012	Lot10 Gross Subdivision of Block 105 Townsite of Mercedes, Hidalgo County Texas.
Luisa M. Gomez Deferred Loan – Elderly Reconstruction	ED #20-12-01	Edcouch Precinct #1	HOME 2012	Lot4 & 5 Block 2, Original Townsite of Edcouch, Hidalgo County, Texas

Attachments

G. Fonseca

L. Gomez

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
08/20/2013 04:29 PM
08/30/2013 11:55 AM
Started On: 08/20/2013 11:53 AM

Form Started By: Mary Flores

Final Approval Date: 08/30/2013

Housing Rehab Program

ENTITY: City of Mercedes

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

FUNDING YEAR: HOME 2012

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since July 2005, and has met all of the program requirements for assistance under the HOME Owner-Occupied Housing Rehabilitation Program. The following is a profile of the project

Gilberto & Genoveva Fonseca ME #50-12-02	Family of two (2) Applicant's age is 66 spouse age is 70 Title Search: No Abstract & Liens Flood Zone: No – Zone B Insurance: N/A Structures: 1 Taxes: current Assets & Deposits: N/A Debt to Income Ratio: N/A Pay Back: No - Deferred Loan- Elderly Number of Bedrooms: 2 Square Feet: 864 Total annual household income: \$ 17,861.64 HUD Income Limits (family of 2): \$ 32,350.00 Deferred Loan-Elderly
---	---

Existing Dwelling: 4 bedrooms frame home, built in 1977

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: City of Edcouch

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

FUNDING YEAR: HOME 2012

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since May 2011, and has met all of the program requirements for assistance under the HOME Owner-Occupied Housing Rehabilitation Program. The following is a profile of the project

Luisa M. Gomez
ED #20-12-01

Family of one (1)	
Applicant's age is 74	
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan- Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	\$ 9,624.00
HUD Income Limits (family of 1):	\$ 28,300.00
Deferred Loan-Elderly	

Existing Dwelling: 3 bedrooms frame home, built in 1968

RECOMMENDATION:

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

AI-40152
CC CONSENT

Budget and Management 9. A.

Meeting Date: 09/03/2013

Submitted By: Angelica M. Tapia, BUDGET
& MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of \$752,910.38 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 08/03/13 to 08/16/13.

08/03-09/13	\$276,714.24
08/10-16/13	\$476,196.14
TOTAL	\$752,910.38

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 8/3-9/13

BCBS 8/10-16/13

Invoices

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/30/2013 08:29 AM
Obdett Calzada	Obdett Calzada	08/30/2013 08:54 AM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Angelica M. Tapia		Started On: 08/12/2013
	Final Approval Date: 08/30/2013	



**BlueCross BlueShield
of Texas**

Group # 021185 HIDALGO COUNTY
Settlement ID: TX433010006
Processed Date
Period 08/03/2013 to 08/09/2013

SECTION		
0001-0011	HIDALGO COUNTY	\$ 268,676.15
0002-0012	HEAD START	\$ 63,972.55
0003-0013	APPRAISAL DISTRICT	\$ 21,217.36
0004-0014	COMMUNITY SERVICE AGENCY	\$ 1,764.31
0005-0015	DRAINAGE DISTRICT NO.1	\$ 20,799.34
0006-0016	RETIREES	\$ 13,797.88
9001-9002	COBRA	\$ 2,742.19
	STOP LOSS	\$ (116,255.54)
	TOTAL	\$ 276,714.24



**BlueCross BlueShield
of Texas**

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **08/10/2013 to 08/16/2013**

SECTION		
0001-0011	HIDALGO COUNTY	\$ 377,767.55
0002-0012	HEAD START	\$ 63,326.55
0003-0013	APPRAISAL DISTRICT	\$ 12,257.94
0004-0014	COMMUNITY SERVICE AGENCY	\$ 293.79
0005-0015	DRAINAGE DISTRICT NO.1	\$ 8,668.58
0006-0016	RETIREES	\$ 11,136.04
9001-9002	COBRA	\$ 2,745.69
	STOP LOSS	\$ -
	TOTAL	\$ 476,196.14



**BlueCross BlueShield
of Texas**

Invoices - Invoice Details

BARS Number: TX433010006 - HIDALGO COUNTY

Invoice Period: 08/03/2013 - 08/09/2013 Process Date: 08/09/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 08/03/2013 - 08/09/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	\$408,395.25	\$268,676.15	\$44,175.84	\$0.00	\$224,500.31	2,281
TX433	01	002	HEAD START	\$91,471.30	\$63,972.55	\$16,060.75	\$0.00	\$47,911.80	402
TX433	01	003	APPRAISAL DISTRICT	\$25,368.08	\$21,217.36	\$6,295.65	\$0.00	\$14,921.71	152
TX433	01	004	COMMUNITY SERVICE	\$3,536.43	\$1,764.31	\$617.56	\$0.00	\$1,146.75	30
TX433	01	005	DRAINAGE DISTRICT	\$30,613.40	\$20,799.34	\$2,099.62	\$0.00	\$18,699.72	130
TX433	01	006	RETIREEES	\$20,756.36	\$13,797.88	\$6,672.65	\$0.00	\$7,125.23	90
TX433	01	007	COBRA	\$3,111.66	\$2,742.19	\$112.11	\$0.00	\$2,630.08	15
			STOPLOSS	(\$116,255.54)	(\$116,255.54)	\$0.00	\$0.00	\$0.00	0
			Customer Total Claims	\$583,252.48	\$392,969.78	\$76,034.18	\$0.00	\$316,935.60	3,100
			STOPLOSS Total	(\$116,255.54)	(\$116,255.54)	\$0.00	\$0.00	\$0.00	0
			Customer Grand Total	\$466,996.94	\$276,714.24	\$76,034.18	\$0.00	\$316,935.60	3,100



**BlueCross BlueShield
of Texas**

Invoices - Invoice Details

BARS Number: TX433010006 - HIDALGO COUNTY

Invoice Period: 08/10/2013 - 08/16/2013 Process Date: 08/16/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 08/10/2013 - 08/16/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	\$786,162.80	\$377,767.55	\$56,149.67	\$0.00	\$321,617.88	2,366
TX433	01	002	HEAD START	\$154,797.85	\$63,326.55	\$10,398.64	\$0.00	\$52,927.91	494
TX433	01	003	APPRAISAL DISTRICT	\$37,626.02	\$12,257.94	\$4,471.48	\$0.00	\$7,786.46	142
TX433	01	004	COMMUNITY SERVICE	\$3,830.22	\$293.79	\$47.02	\$0.00	\$246.77	8
TX433	01	005	DRAINAGE DISTRICT	\$39,281.98	\$8,668.58	\$2,336.14	\$0.00	\$6,332.44	137
TX433	01	006	RETIREEES	\$31,892.40	\$11,136.04	\$3,023.23	\$0.00	\$8,112.81	79
TX433	01	007	COBRA	\$5,857.35	\$2,745.69	\$1,462.22	\$0.00	\$1,283.47	32
			STOPLOSS	(\$116,255.54)	\$0.00	\$0.00	\$0.00	\$0.00	0
			Customer Total Claims	\$1,059,448.62	\$476,196.14	\$77,888.40	\$0.00	\$398,307.74	3,258
			STOPLOSS Total	(\$116,255.54)	\$0.00	\$0.00	\$0.00	\$0.00	0
			Customer Grand Total	\$943,193.08	\$476,196.14	\$77,888.40	\$0.00	\$398,307.74	3,258

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

FOR THE PERIOD OF August 3, 2013 thru August 16, 2013

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$752,910.38.

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

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 08/03/2013 to 08/16/2013 is \$752,910.38.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of September 3, 2013.

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

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


Employee Benefits Director

8/29/2013
Date


Dept. of Budget & Management Budget Officer

08/29/2013
Date

Commissioner's Court Approval

Date

AI-40467

Purchasing Department 10. A.

CC CONSENT

Meeting Date: 09/03/2013

Submitted For: Raul Silguero

Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Discussion, consideration and approval of Payment Application No. 1 to 2GS, L.L.C. for the McColl Road Overlay Curb & Gutter Improvements, as submitted and recommended by project engineer, Raul Sesin, contract # C-13-139-05-21 in the amount of \$6,091.20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-087-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO# 694656 Funds available as of 8/29/2013 \$408,758.00

Attachments

Application No.1

Retainage E-mail approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/29/2013 05:04 PM
Budget & Management	Obdett Calzada	08/30/2013 08:21 AM
Manuel Chapa	Manuel Chapa	08/30/2013 11:43 AM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Carlos Jasso		Started On: 08/29/2013 11:25 AM
	Final Approval Date: 08/30/2013	

APPLICATION FOR PAYMENT NO. 1

To: HIDALGO COUNTY PRECINCT NO.2 (OWNER)
 From: 2GS, LLC, P.O. Box 595, Peñitas, Texas 78576 (CONTRACTOR)
 Contract: _____

Project: MCCOLL ROAD OVERLAY & CURB & GUTTER IMPROVEMENTS

Owner's Contract No. C-13-139-05-21 Engineer's Project No. _____
 For Work accomplished through the date of: July 21, 2013

1. Original Contract Price:	\$ 408,758.00
2. Net change by Change Order No. 1 and Written Agreements(+):	\$ -
3. Current Contract Price (1 plus 2):	\$ 408,758.00
4. Total completed and stored to date:	\$ 6,768.00
5. Retainage (per Agreement):	
<u>10%</u> of completed Work:	<u>\$676.80</u>
_____ of stored material	_____
Total Retainage:	\$ 676.80
6. Total completed and stored to date less retainage (4 minus 5)	\$ 6,091.20
7. Less previous Application for Payments:	\$ -
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$ 6,091.20

Accompanying Documentation:

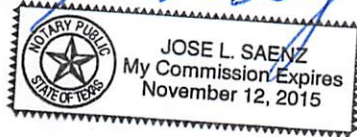
1. Application and Certification of Payment
2. Schedule of Values
3. Estimate Quantity Update Worksheet
4. List of Suppliers and Sub-contractors
5. Partial Waiver of Liens (Suppliers: Alamo Concrete)
6. TxDot Form 252 Contract Time Statement
7. Payroll Reports

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 7/23/13

State of TEXAS
 County of HIDALGO
 Subscribed and sworn to before me this 23rd day of July, 2013

Jose L. Saenz


Notary Public
 My Commission expires: Nov. 12, 2015

2GS, LLC
 (CONTRACTOR)
 By: *[Signature]*
 Humberto Garcia Jr.
 Manager
 P.O. Box 595
 Peñitas, Texas 78576

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 08/06/13

Raul Sesin, P.E., Hidalgo County Planning
 (ENGINEER)
 By: *[Signature]*
 Raul Sesin, P.E.
 Exhibit E-C

INVOICE RECEIVED BY: Elizabeth ON 8/1/13
 GOODS/SERVICES RECEIVED BY: Hector Tito Palacios ON 7/23/13

PO # 694656
3 - 1200-431-00-122-087-0-841
 Req # 238844

CHECKLIST FOR DOCUMENTS REQUIRED FOR DRAINAGE PROJECT INVOICES

Contractor	2GS, LLC		Application No.	1
Precinct	2		Org. Contract Amount	\$408,758.00
Project Number	C-12-273-12-28 C-13-139-05-21		Net Change by CO	0
	McCull road Overlay & Curb and Gutter Improvements		Current Contract Price	\$408,758.00

ITEM	REQUIRED DOCUMENTS	DATE SUBMITTED	COMMENTS:
PA1	Copy of Approval to Bid	7-23-13	
PA1	Copy of Contract Signed and Executed	7-23-13	
PA1	General Liability Insurance/Auto Liability Insurance	7-23-13	
PA1	Workers Comp & Employment Liability	7-23-13	
PA1	Copy of Notice to Proceed	7-23-13	
PA1	Material Sample & Testing Table Sent to Auditors Office	N/A	
PA1	Submittals	N/A	
PA1	Pre con conference Sign in sheet	7-23-13	
PA1	Work schedule (No. of days or dates for starting & completing project)		
PA1	Preliminary Schedule of Values	7-23-13	
PA1	Construction Equipment List	7-23-13	
PA1	If no subcontractors will need letter stating that they will not be using any subcontractors	7-23-13	
1	Application & Certification of Payment	7-23-13	
2	Schedule of Values	7-23-13	
3	Estimate Quantity update worksheet	7-23-13	
4	List of Suppliers and Subcontractors	7-23-13	
5	Partial Waiver of Liens	7-23-13	
6	Payroll Report with signed Wage Form	7-23-13	
7	Copies of Change order (approved before pay request)	N/A	
8	TxDot Form252 Contract Time Statement	7-23-13	
9	Letter from Contractor req. Certificate of Construction completion	N/A	
10	Certificate of Construction Completion	N/A	
11	Contractors Affidavit of Release Waiver of Liens	N/A	
12	Affidavit of Payment of Debts and Claims lien bond and indemnity bonds	N/A	
13	Consent of Surety to Final Payment	N/A	
14	Final Blue Prints	N/A	
15	Agreement in writing to where materials will be stored	N/A	
16	Proof materials are free from liens & adequate Insurance	N/A	
18	Provide a Change Rider if Contract amount changes or Time Changes	N/A	

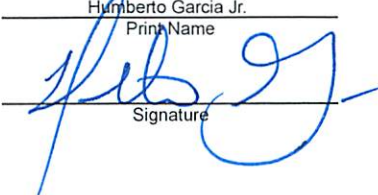
**HIDALGO COUNTY PRECINCT NO. 2
MCCOLL ROAD OVERLAY CURB AND GUTTER IMPROVEMENT PROJECT
CONTRACT NO. C-13-139-05-21**

BASE	CONTRACTOR: 2GS, LLC							
BID	CONTRACT PRICE: \$ 408,758.00						PAYMENT No. 1	
Item No.	Item Description	BID Qty	QTY to DATE	Unit	Unit Price	TOTAL	% DONE: Qty	1.66% Total Cost
1	REMOVE & REPLACE 24" CURB & GUTTER	368	368	LF	\$ 8.50	\$ 3,128.00	368	\$ 3,128.00 ✓
2	INLET STORM WATER PROTECTION	27	25	EA	\$ 40.00	\$ 1,080.00	25	\$ 1,000.00 ✓
3	TRAFFIC CONTROL	1	0.33	LS	\$ 8,000.00	\$ 8,000.00	0.33	\$ 2,640.00 ✓
4	PLANE ASPH CONC PAV (0 - 1 1/2")	14200	0	SY	\$ 2.00	\$ 28,400.00	0	\$ -
5	1 1/2" D-GR HMA (QCQA) TY-D SAC-A PG 76-22	37250	0	SY	\$ 9.40	\$ 350,150.00	0	\$ -
6	PERMANENT PAVEMENT MARKINGS INCLUDING BUT NOT LIMITED TO THERMOPLASTIC 8" WHITE SOLID LINES, 4" WHITE BROKEN LINES, 4" YELLOW SOLID AND BROKEN LINES, 24" WHITE STOP LINE, WHITE ARROW, WHITE WORD, TYPE I-C AND TYPE II-AA RAISED PAVEMENT MARKERS	1	0	LS	\$ 18,000.00	\$ 18,000.00	0	\$ -
					\$ 18,000.00	\$ 408,758.00		\$ 6,768.00
					BASE BID	\$ 408,758.00		\$ 6,768.00
						\$ 408,758.00		\$ 6,768.00
							CHANGE ORDER:	\$ -
							MATERIAL STORED:	\$ -
								\$ 6,768.00
							WORK EARNED TO DATE:	\$ 6,768.00
							10% RETAINAGE:	\$ 676.80
							AMOUNT ELIGIBLE:	\$ 6,091.20 ✓

2GS, LLC Contractor Name
 7/18/13 Contract Starting Date
 11/15/13 Project Ending Date
McColl Road Overlay & Curb and Gutter Improvements Engineer's / County Project Description

Application No.: 1
 Application Date: 7/22/13
 Period To: 7/12/13 to 7/21/13
 Engineer's / County Project No.: C-13-139-05-21

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value		Revised Schedule Value		First Month			Second Month			Third Month			Balance To Finish			
					Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
ROADWAY																					
1	100	Remove and Replace 24" Curb and Gutter	LF	\$ 8.50	368	3,128.00	\$ -	0.0	-	368	368	3,128.00	0	0	-	0	-	-	3,128.00	0	0.00
2	247	Inlet Storm Water Protection	EA	\$ 40.00	27	1,080.00	\$ -	0.0	-	25	25	1,000.00	0	0	-	0	0	-	1,000.00	2	80.00
3	251	Traffic Control	LS	\$ 8,000.00	1	8,000.00	\$ -	0.0	-	0.33	0.33	2,640.00	0	0	-	0	0	-	2,640.00	0.67	5,360.00
4	310	Plane ASPH CONC Pav (0 - 1 1/2")	SY	\$ 2.00	14,200	28,400.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	-	14,200	28,400.00
5	340	1 1/2" D-GR HMA (QCQA) TY-D SAC A PG76-22	SY	\$ 9.40	37,250	350,150.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	-	37,250	350,150.00
6	502	Permanent Pavement markings including but not limited to thermoplastic 8" white solid lines, 4" white broken lines, 4" yellow solid and broken lines, 24" white stop line, white arrow, white word, Type I-C and Type II-AA Raised Pavement markers	LS	\$ 18,000.00	1	18,000.00	\$ -	0.0	-	0	0	-	0	0	-	0	0	-	-	1	18,000.00
Total Roadway						408,758.00						6,768.00							6,768.00		401,990.00
TOTAL AMOUNTS:																					
					408,758.00							6,768.00							6,768.00		\$401,990.00

Humberto Garcia Jr. 7/23/13
 Print Name Date
 Signature

Zimbra**carlos.jasso@co.hidalgo.tx.us**

McColl Road Pay App Retainage

From : Jose Saenz <jose@2gsllc.com>

Thu, Aug 29, 2013 12:02 PM

Subject : McColl Road Pay App Retainage**To :** Carlos Jasso <carlos.jasso@co.hidalgo.tx.us>**Cc :** erika zamora <erika.zamora@co.hidalgo.tx.us>

Carlos,

Per our conversation regarding the Pay Application submitted for the McColl Road Overlay and Curb and Gutter project please process as is with the 10% retainage. We submitted this Pay Application as of July 23rd and do not want further delays.

Nora Cavazos called us, just today, explaining that going forward all projects over \$400,000 in contract amount will be subject to only a 5% retainage. Although this may have been a long standing policy with the County of Hidalgo this is something we were not made aware of either in the contract documents or at our pre-construction meeting until today. We will modify all future Pay Applications to reflect this policy.

Again, please process and submit our Pay Application for payment with the 10% retainage as submitted so as to avoid further delays.

Thank you,

Jose L. Saenz**2GS, LLC**

Phone: 956.424.3414

Fax: 956.683.6149

jose@2gsllc.com

AI-40469

Purchasing Department 10. B.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Change Order No.1 reflecting an increase of \$1,951.01 for additional Linear feet of Curb and Gutter with contractor 2GS, L.L.C. for the Pct. 2 McColl Road Overlay Curb & Gutter Improvements, as submitted through project engineer Raul Sesin (C-13-139-05-21).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-087-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funding available as of 8/30/2013, PO# 694656.

Attachments

change order no.1 McColl Road Overlay Curb & Gutter Improvements

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/29/2013 05:08 PM
Budget & Management	Obdett Calzada	08/30/2013 08:26 AM
Obdett Calzada	Obdett Calzada	08/30/2013 08:43 AM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Carlos Jasso		Started On: 08/29/2013 01:11 PM
	Final Approval Date: 08/30/2013	

CHANGE ORDER NUMBER ONE(1)

Project: McColl Road Overlay & Curb and Gutter Improvements

DATE OF ISSUANCE: 7/23/2013

EFFECTIVE DATE: 7/23/2013

OWNER: Hidalgo County Precinct No. 2
OWNER'S CONTRACT NO: C-13-139-05-21

CONTRACTOR: 2GS, LLC
P.O. Box 595
Penitas, Texas 78576

ENGINEER: Raul E. Sesin, PE
Planning Administrator
Hidalgo County Planning Department
1304 South 25th Street
Edinburg, Texas 78539

You are directed to make the following changes in the Contract Documents.

Description: 1. Adding 229.53 additional linear feet of Curb and Gutter required to complete the project
2.
3.
4.
5.
6.

Reason for Change Order: 1. Add 229.53 LF @ \$8.50 (1,951.01) of Remove and Replace 24" Curb and Gutter
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 408,758.00		Substantial Completion:	0 calendar days or dates
Net Changes from previous Change Order		Net Change from previous Change Orders	0 calendar days
0		Contract Time prior to this Change Order	
Contract Price prior to this Change Order		Substantial Completion:	0 calendar days or dates
\$ 408,758.00		Net Increase(decrease) of this Change Order	0 calendar days
Net Increase(decrease) of this Change Order		Contract Time with all approved Change Orders	
\$ 1,951.01		Substantial Completion:	0 calendar days or dates
Contract Price with all approved Change Orders	Net % increase(decrease)from original contract price.		
\$ 410,709.01	0.48%		

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)
Date: 08/01/13

APPROVED:
By: [Signature]
Owner (Authorized Signature)
Date: 8/15/2013

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Date: 8/1/13

Exhibit E-B

P.O. BOX 595
PEÑITAS, TX 78576



PH: (956) 424-3414
FAX: (956) 683-6149

Order No. ONE

Date: July 23, 2013

CONTRACT CHANGE ORDER REQUEST

Project Name: McColl Road Overlay & Curb and Gutter Improvements
Contract No.: C-13-139-05-21

Owner: Hidalgo County Precinct No.2

Description of Changes	Decrease in contract price	Increase in contract price
229.53LF - Remove and Replace 24" Curb and Gutter @ \$8.50/LF		\$ 1,951.01
Totals	\$ -	\$ 1,951.01
Net Change In Contract Price	\$ -	\$ 1,951.01


Reasons:
Additional linear feet required to complete project as specified.

The amount of the Contract will be (Decreased)(Increased) by the Sum of : one thousand nine hundred fifty-one dollars and one cent Dollars \$ 1,951.01

The Contract Total Including this and previous Change Order Will be: four hundred ten thousand seven hundred nine dollars and one cent Dollars \$ 410,709.01

The contract Period Provided for Completion will be (Increased)(Decreased)(Unchanged). 1 Days.

Requested by:



2GS, LLC

7/23/13
Date

↵

||

CHANGE ORDERS TABULATION
HIDALGO COUNTY
McCull Road Overlay and Curb and Gutter
CONTRACT NUMBER: C-13-139-05-21

Item Number	Item Code	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Change Order #3 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2	Change in Contract Cost of C.O.#3	Revised Contract Cost after C.O.#3
ROADWAY																
1		368.00	229.53			LF	Remove and Replace 24" Curb and Gutter	\$ 8.50		\$ 3,128.00	\$ 1,951.01	\$ 5,079.01	\$ -		\$ -	
2		27.00				EA	Inlet Storm Water Protection	\$ 40.00		\$ 1,080.00	\$ -	\$ 1,080.00				
3		1.00				LS	Traffic Control	\$ 8,000.00		\$ 8,000.00	\$ -	\$ 8,000.00				
4		14200.00				SY	Plane ASPH CONC Pav (0 - 11/2")	\$ 2.00		\$ 28,400.00	\$ -	\$ 28,400.00				
5		37250.00				SY	1 1/2" D-GR HMA (QCQA) TY-D SAC A PG76-22	\$ 9.40		\$ 350,150.00	\$ -	\$ 350,150.00				
6		1.00				LS	Permanent Pavement markings including but not limited to thermoplastic 8" white solid lines, 4" white broken lines, 4" yellow solid and broken lines, 24" white stop line, white arrow, white word, Type I-C and Type II-AA Raised Pavement markers	\$ 18,000.00		\$ 18,000.00	\$ -	\$ 18,000.00				
TOTAL ROADWAY:										\$ 408,758.00	\$ 1,951.01	\$ 410,709.01	\$ -	\$ -	\$ -	\$ -
TOTAL BASE AMOUNTS:																
TOTAL BASE AMOUNTS:										\$ 408,758.00	\$ 1,951.01	\$ 410,709.01	\$ -	\$ -	\$ -	\$ -

AI-40473

Purchasing Department 10. C.

CC CONSENT

Meeting Date: 09/03/2013

Submitted For: Raul Silguero

Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of payment for Invoice #3393 in the amount of \$43,385.85 for professional services rendered & submitted by Ramiro Gutierrez Engineering Corporation through Contract C-12-314-01-29 (WA #2) for the Thomas Road project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1315-431-00-122-085-0-731/841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funding available through PO#695496 as of 08/29/13.

(731) County will pay 33% of cost and (841) City will pay 67% of cost.

Attachments

Invoice # 3393

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/29/2013 05:08 PM
Budget & Management	Obdett Calzada	08/30/2013 08:26 AM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Carlos Jasso		Started On: 08/29/2013 02:50 PM
	Final Approval Date: 08/30/2013	

R. Gutierrez Engineering Corporation

Transmittal Form

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

FROM: Jaime Jaimez, Jr.
SUBJECT: Thomas Road (Jackson to Stewart)
PROJECT NO.: ENG13.102
DATE: August 28, 2013

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

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

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	8/28/2013	Invoice No. 3393
1	8/28/2013	Cover Letter
1	-	Topographic Schematic Layout (Roll Plot)

THESE ARE TRANSMITTED AS CHECKED BELOW:

- | | | |
|---|--|---|
| <input type="checkbox"/> FOR BIDS DUE | <input type="checkbox"/> APPROVED AS NOTED | <input type="checkbox"/> FOR YOUR RECORDS |
| <input type="checkbox"/> FOR APPROVAL | <input type="checkbox"/> APPROVED AS SUBMITTED | <input type="checkbox"/> FOR YOUR ACKNOWLEDGEMENT |
| <input type="checkbox"/> FOR YOUR USE | <input type="checkbox"/> RETURN FOR CORRECTIONS | <input type="checkbox"/> RESUBMIT FOR APPROVAL |
| <input type="checkbox"/> AS REQUESTED | <input checked="" type="checkbox"/> FOR FURTHER PROCESSING | <input type="checkbox"/> ON LOAN |
| <input type="checkbox"/> FOR REVIEW AND COMMENT | <input type="checkbox"/> FOR SIGNATURE | <input type="checkbox"/> OTHER |

COMMENTS: _____

Copy Distribution: file Received by: Elizabeth Casas

August 28, 2013

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

RE: Thomas Road (Jackson to Stewart) – Invoice
ENG13.102

Dear Commissioner Palacios:

Enclosed is an invoice for the services performed to date on the Thomas Road (Jackson to Stewart) project. We have completed about 3% of the General Management/Coordination phase and about 42% of the Preliminary Engineering & Schematic Design phase. Also, enclosed is a topographic schematic layout for your records.

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

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

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

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

Invoice Number 3393

Date 8/28/2013

Due on receipt

Invoice

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

Project: Thomas Rd (Jackson-Stewart)

Project No.: ENG13.102
Contract No.: C-12-314-01-29(WA#2)
PO No. 695496

Const. Cost
% of Const. Cost
Billing Fee 1,029,585.00

<u>Phase</u>	<u>Phase Fee</u>	<u>% Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
General Management/Coordination	109,298.00	3.00%	3,278.94		3,278.94
Preliminary Engineering & Schmatic Design	235,923.00	42.00%	99,087.66	58,980.75	40,106.91
Plans, Specifications & Estimate Services	427,375.00	0.00%			0.00
Other Direct Costs	256,989.00	0.00%			0.00

INVOICE RECEIVED BY: Elizabeth Casas ON 8/28/13
GOODS/SERVICES RECEIVED BY: Hector Tito Palacios ON 8/28/13

Balance Due \$43,385.85

AI-39806

Purchasing Department 10. D.

CC CONSENT

Meeting Date: 09/03/2013

Submitted For: Martha L. Salazar

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise the sixty (60) day extension option as provided under the current contract between Hidalgo County and Johnson Controls for "Service & Repair of Chillers and General HVAC Equipment", under the same rates, terms and conditions, so as to have no lapse in services while the procurement process is completed.

BACKGROUND

Said effective sixty day extension effective as of September 17, 2013 and ending November 15, 2013.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-419-40-220-001-0-431

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 8-8-13 \$29,796.13

Req. will be submitted once services are needed.

Attachments

Current Contract

memo

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/07/2013 03:00 PM
Budget & Management	Obdett Calzada	08/07/2013 03:46 PM
Manuel Chapa	Manuel Chapa	08/23/2013 08:27 AM
Purchasing Department	Darlene Betancourt	08/23/2013 01:22 PM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Gricelda Villarreal		Started On: 07/19/2013 02:52 PM
	Final Approval Date: 08/30/2013	



PURCHASING DEPARTMENT
County Of Hidalgo

E-12-239-09-11

Johnson Controls, Inc.
Lonnie Cavazos, Account Executive
2209 N. Padre Island Dr. Suite F
Corpus Christi, Texas 78408

CERTIFIED MAIL
7099 3220 0002 9744 7676
Via Facsimile (956) 428-1591
Effective dates: 09-17-12 thru 09-16-13

Re: Extension of Agreement-C-11-157-08-30-Service & Repair of Chillers & General HVAC Equip

Dear Mr. Cavazos :

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 11, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Friday, August 31, 2012, via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____

Date: _____

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

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

Sincerely,

Rocio Villarreal
Contracts Manager

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-157-08-30

THIS CONTRACT is made and entered into this 30th day of August, 2011 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and Johnson Controls, Inc., a Texas Corporation ("Company").

WHEREAS, Company responded to bids requested for “**Service & Repairs of Chillers & General HVAC Equipment**” (the "Services") for Hidalgo County; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the “RFB”) and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the quote to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for Service & Repairs of Chillers & General HVAC Equipment as specified in the specifications attached hereto as Exhibit "A". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Director of Buildings and Grounds or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning, **September 17, 2011** and ending on, **September 16, 2012** with the County's option to renew contract for additional one (1) year term, under the same rates, terms, and conditions. **Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.**

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees

to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

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

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney=s fees for any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent 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. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

12. 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.

13. 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: **Johnson Controls, Inc.**
 Attn: Lonnie Cavazos, Account Executive
 2209 N. Padre Island Drive Suite F
 Corpus Christi, Texas 78408

14. 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.

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

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

17. 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.

18. 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).

WITNESS our hands in duplicate originals this _____ day of _____, 2011


Approved on Commissioners' Court _____

COUNTY OF HIDALGO

By: 
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 8-30-11 20


ATTEST:


Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:
Atlas & Hall LLP

By: 
Stephen L. Crain

COMPANY:
JOHNSON CONTROLS, Inc.

By: 
Printed Name: David Whitley
Title: Branch Manager



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

August 12, 2013

Johnson Controls Inc.
C/O Lonnie Cavazos
2209 N. Padre Island Dr., Suite F
Corpus Christi, Tx 78408

Via email: adalberto.cavazos@jci.com

Re: Sixty (60) Day Extension-E-12-239-09-11- "Service & Repair of Chillers & General HVAC Equipment" for Hidalgo County.

Dear Mr. Cavazos:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise a sixty (60) day 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 August 20, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Friday, August 16, 2013, 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: _____

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

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

Sincerely,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department
auditors

AI-40343

Purchasing Department 10. E.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Approval to rescind the following actions taken by Commissioners' Court on August 20, 2013;

a. Agenda Item #39819 for the approval of the "master" Commercial Alarm Monitoring Agreement as awarded under TASB Buyboard under contract #325-09/401-12

b. Agenda Item #39819 for the approval & authority to enter into a three (3) year commercial alarm monitoring services and execute vendor's required commercial alarm monitoring agreement with Alan Yoder Enterprises, Inc. d/b/a Superior Alarms for the Elections and Treasurer's Office

2. Requesting approval of the "master" Commercial Alarm Monitoring Agreement as required by vendor, Superior Alarms

a. Requesting approval & authority to enter into a three (3) year commercial alarm monitoring services and execute vendor's required commercial alarm monitoring agreement with Alan Yoder Enterprises, Inc. d/b/a Superior Alarms for the Elections (239885), Treasurer's (240526) and Sheriff's Office (241147) in the amount of \$15.00/month.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-414-00-130-001-0-413

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for requisition# 239885 as of 8-29-13 \$90.00 for Superior Alarms.

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-16-150-001-0-413

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for requisition# 240526 as of 8-29-13 \$90.00 for Superior Alarms.

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-280-001-0-413

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for requisition# 241147 as of 8-29-13 \$180.00 for Superior Alarms.

Attachments

Superior Alarms

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/23/2013 01:24 PM
Budget & Management	Obdett Calzada	08/23/2013 01:49 PM
Manuel Chapa	Manuel Chapa	08/29/2013 10:38 AM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Tanya Delira		Started On: 08/21/2013 04:17 PM
Final Approval Date: 08/30/2013		

40343

Requisition

Req # 00239885

PO #

Date: 07/10/13

Bill To: x
x

Vendor: 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: R. Diaz
956-318-2570

Contract No: BUYBOARD 325-09

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
6.00	MONTH	BUYBOARD 325-09 DO NOT DUPLICATE ORDER Central station monitoring fee @Elections Office 101 S. 10th Ave. Edinburg, Tx 78539 from 7/1/13-6/30/14 Account No _____ 3-1100-414-00-130-001-0-413 DO NOT DUPLICATE ORDER	15.00 <u>Encumbrance</u> 90.00 Freight .00 Total 90.00	90.00

Authorized By: _____

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER _____ COMMUNICATOR MAKE & MODEL DATE ON LINE _____ DEALER _____

SUBSCRIBER

Hidalgo County Elections Office
 NAME: P.O. Box 459
 ADDRESS: Edinburg Tx. SUITE/APT. NO. 78539
 CITY: _____ STATE: _____ ZIP CODE: _____
 TEL. NO. 956-318-2570
 FAX NO. () _____ S.S. NO. _____
 TDL# _____ Email _____

COMPANY

Superior Alarms
 600 Ash Avenue, McAllen, TX 78501
 Ph. (956) 682-6005
 FAX (956) 213-1179

LOCATION OF ALARM DEVICES

Physical Address 101 South 10th Street City Edinburg State Tx. Zip 78539
 Directions to Subscriber's Location: _____

CONDITIONS MONITORED

Fire Hold-up Burglar Panic Low Battery Medical Close Open Other _____

TYPE OF INSTALLATION

Business Warehouse Office Store Factory Other _____

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY		AUDIBLE		ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY		AUDIBLE	
				YES	NO	YES	NO					YES	NO	YES	NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	<u>Edinburg Police Dept</u>	() _____
	Local Fire Department	_____	() _____
	Other	_____	() _____
	Other	_____	() _____

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		() _____	() _____	
2		() _____	() _____	
3		() _____	() _____	
4		() _____	() _____	
5		() _____	() _____	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:
 Log only (no action) Supervised (action outside specified timed) Action to be taken _____
 Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Activity Report Yes No Monthly

Early Open Allowance _____
 Late Open Allowance _____
 Late Close Allowance _____
 Mailed to: _____

FEES • TERMS • PAYMENTS

INITIAL TERM: 3 Year(s) Annual Fee \$ 180.00 + tax exempt
3yr. No. of payments equal payments of \$ 180.00, each payable annually on the 1st day of _____, beginning _____, and continuing regularly and _____ thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.
SUBSCRIBER MUST SIGN IN THREE PLACES

SIGNATURE OF SUBSCRIBER _____ DATE _____

ACCEPTED:
 By _____ Title _____
 Date _____

For Office Use Only Typed by _____ Checked by _____

WHITE - SUPERIOR ALARMS

PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY

REV. A

Monitoring Information Approved By _____ Date _____
 Monitoring Information Entered By _____ Date _____
 Billing Information Completed By _____ Date _____
 Billing Information Entered By _____ Date _____
 Form Filed in Customer File By _____ Date _____

Approved by: _____
 Date _____



600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1147

We send the police there in a hurry!

June 18th, 2013

Addendum to Commercial Alarm Monitoring Agreement between the County of Hidalgo and Superior Alarms whether already existing or a new agreement after the date of this addendum.

1. The County of Hidalgo is allowed to terminate this Agreement at any time without cause on 30 days written notice to customer.
2. Paragraph IV. B. add to beginning of paragraph : "Any indemnity of Subscriber herein is limited to the extent Subscriber is allowed by law to indemnify or grant an indemnity,"

County of Hidalgo
2802 South Business Highway 281
Edinburg, Texas 78539
956-318-2626

Superior Alarms
600 Ash Avenue
McAllen, Texas 78501
800-580-6001

President

Title

Requisition

Req # 00240526

PO #

Date: 07/22/13

Bill To: x
x

Vendor: 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: COUNTY TREASURER
2810 S. BUSINESS HWY 281
EDINBURG TX 78539-6243

Contact: JOSE MUNOZ
956-318-2506

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	LOT	C.C. 08/06/2013 DO NOT DUPLICATE ORDER 2013 Commercial Alarm Monitoring Fee for: Hidalgo County Treasurers' Office 2810 S. Bus Hwy 281 Edinburg, TX 78539 (September 1,2013 - February 28,2014) 6 months for \$90.00 Account No _____ 3-1100-415-16-150-001-0-413 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	90.00	90.00
			<u>Encumbrance</u>	
			90.00	
			Freight	.00
			Total	90.00

Authorized By: _____

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER _____ COMMUNICATOR MAKE & MODEL DATE ON LINE _____ DEALER _____

SUBSCRIBER
 Hidalgo County Treasurer's Dept.
 NAME: 2810 S. Bus. Hwy 281
 ADDRESS: Edinburg, TX. SUITE/APT. NO. 78539
 CITY: Edinburg STATE: TX ZIP CODE: 78539
 TEL. NO. () _____ () _____
 FAX NO. () _____ S. S. NO. _____
 TDL# _____ Email _____

COMPANY
Superior Alarms
 600 Ash Avenue, McAllen, TX 78501
 Ph. (956) 682-6005
 FAX (956) 213-1179

LOCATION OF ALARM DEVICES
 Physical Address: 2802 S. Bus. Hwy 281 City: Edinburg State: TX Zip: 78539
 Directions to Subscriber's Location: _____

CONDITIONS MONITORED
 Fire Hold-up Burglar Panic Low Battery Medical Close Open Other _____

TYPE OF INSTALLATION
 Business Warehouse Office Store Factory Other _____

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY		AUDIBLE		ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY		AUDIBLE	
				YES	NO	YES	NO					YES	NO	YES	NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	Edinburg Police Dept.	() _____
	Local Fire Department		() _____
	Other		() _____
	Other		() _____

AUTHORIZED INDIVIDUALS TO BE NOTIFIED
 IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		()	()	
2		()	()	
3		()	()	
4		()	()	
5		()	()	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:
 Log only (no action) Supervised (action outside specified timed) Action to be taken _____
 Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Activity Report Yes No Monthly

Early Open Allowance _____
 Late Open Allowance _____
 Late Close Allowance _____
 Mailed to: _____

FEES • TERMS • PAYMENTS

INITIAL TERM: 3 Year(s) Annual Fee \$ 180.00 + tax exempt
 3 No. of payments equal payments of \$ 180.00, each payable annually on the 1st day of _____, beginning _____, and continuing regularly and _____ thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.
SUBSCRIBER MUST SIGN IN THREE PLACES

SIGNATURE OF SUBSCRIBER _____ DATE _____

ACCEPTED:
 By _____ Title _____
 Date _____

For Office Use Only Typed by _____ Checked by _____

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY

REV. A

Monitoring Information Approved By _____ Date _____
 Monitoring Information Entered By _____ Date _____
 Billing Information Completed By _____ Date _____
 Billing Information Entered By _____ Date _____
 Form Filed in Customer File By _____ Date _____

Approved by: _____
 Date _____



600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1147

We send the police there in a hurry!

June 18th, 2013

Addendum to Commercial Alarm Monitoring Agreement between the County of Hidalgo and Superior Alarms whether already existing or a new agreement after the date of this addendum.

1. The County of Hidalgo is allowed to terminate this Agreement at any time without cause on 30 days written notice to customer.
2. Paragraph IV. B. add to beginning of paragraph : "Any indemnity of Subscriber herein is limited to the extent Subscriber is allowed by law to indemnify or grant an indemnity,"

County of Hidalgo
2802 South Business Highway 281
Edinburg, Texas 78539
956-318-2626

Superior Alarms
600 Ash Avenue
McAllen, Texas 78501
800-580-6001

President

Title

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00241147

PO #

Date: 08/02/13

Bill To: x
x

Vendor: 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

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
		MONITORING FEE		
		DO NOT DUPLICATE ORDER		
12.00	MONTH	CENTRAL STATION MONITORING FEE, 08/01/13-12/31/13	10.00	120.00
12.00	MONTH	OPEN/CLOSE REPORTS, 08/01/13-12/31/13	5.00	60.00
		Account No _____	Encumbrance	
		3-1100-421-00-280-001-0-413	180.00	
			Freight	.00
			Total	180.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER _____ COMMUNICATOR MAKE & MODEL DATE ON LINE _____ DEALER _____

SUBSCRIBER
 Name: Hidalgo County Sheriffs Office
 Address: P.O. Box 1220
Edinburg, Tx.
 CITY: _____ STATE: _____ SUITE/APT. NO.: 78539 ZIP CODE: _____
 TEL. NO. () _____ () _____
 FAX NO. () _____ S. S. NO. _____
 TDL# _____ Email _____

COMPANY
Superior Alarms
 600 Ash Avenue, McAllen, TX 78501
 Ph. (956) 682-6005
 FAX (956) 213-1179

LOCATION OF ALARM DEVICES
 Physical Address: 413 N. 14th Street City: Edinburg State: Tx Zip: 78539
 Directions to Subscriber's Location: _____

CONDITIONS MONITORED
 Fire Hold-up Burglar Panic Low Battery Medical Close Open Other _____

TYPE OF INSTALLATION
 Business Warehouse Office Store Factory Other _____

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY		AUDIBLE		ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY		AUDIBLE	
				YES	NO	YES	NO					YES	NO	YES	NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
_____	Local Police Department	_____	() _____
_____	Local Fire Department	_____	() _____
_____	Other	_____	() _____
_____	Other	_____	() _____

AUTHORIZED INDIVIDUALS TO BE NOTIFIED
 IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	_____	() _____	() _____	_____
2	_____	() _____	() _____	_____
3	_____	() _____	() _____	_____
4	_____	() _____	() _____	_____
5	_____	() _____	() _____	_____

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:
 Log only (no action) Supervised (action outside specified timed) Action to be taken _____
 Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance _____
 Late Open Allowance _____
 Late Close Allowance _____
 Mailed to: _____

Activity Report Yes No Monthly

FEEES • TERMS • PAYMENTS

INITIAL TERM: 3 Year(s) Annual Fee \$ 180.00 + tax exempt
3 No. of payments equal payments of \$ 180.00, each payable annually on the 1st day of _____, beginning _____, and continuing regularly and _____ thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.
SUBSCRIBER MUST SIGN IN THREE PLACES

SIGNATURE OF SUBSCRIBER _____ DATE _____

ACCEPTED:
 By _____ Title _____
 Date _____

For Office Use Only Typed by _____ Checked by _____

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY
 FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By _____ Date _____
 Monitoring Information Entered By _____ Date _____
 Billing Information Completed By _____ Date _____
 Billing Information Entered By _____ Date _____
 Form Filed in Customer File By _____ Date _____

Approved by: _____
 Date _____

T. S. MOORE PRINTING 956.687.6868 5/11

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

I. Introductory Provision

This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement.

II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified" with a written list, in order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular, and "stations" in the plural) of those responsible parties Subscriber designates Company notify (in sequence until contact is made)!! Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall only monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement; and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities to Be Notified" on the front page of this Agreement by direct telephone call in the event the response received from the Subscriber's designated station so contacted is unsatisfactory in the sole discretion of Company (hereinafter, collectively, call the "Service"); provided, however that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported; and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated places, (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required of Subscriber, (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iv) when the installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal received and acknowledged as acceptable by Company on the alarm devices of Subscriber which monitors the occurrence of Conditions Monitored.

III. Monitoring Service Fees and Renewal

A. For the Service required of Company under this Agreement, Subscriber agrees to pay Company the fee (hereinafter call the "Fee") set forth under heading "Fees - Terms - Payments", on the front page of this Agreement in the manner likewise set forth on the front page of this Agreement. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the matured amount or \$5.00, whichever is more.

B. This Agreement shall be for the initial Term set forth in the heading "Fees - Terms - Payments" on the front page of this Agreement, and shall be automatically renewed for successive like periods of time thereafter on the same terms and conditions (except for the fee and method of payment thereof to Company) unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of initial Term or the next renewal period of this Agreement, as applicable. If, for any renewed period after the initial Term, Company shall determine an increase in the fee is appropriate, or a change in the method of payment is proper, Company shall notify Subscriber prior to the expiration of the period for cancellation of this Agreement, with respect to the next renewal period, and if this Agreement is not so canceled by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due; (ii) if Subscriber shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of installment of the fee, and shall not cure such failure within ten (10) days after written notice thereof to Subscriber, or (iii) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion to, without any notice or demand whatsoever; (i) terminate this Agreement, discontinue the service to the Subscriber and recover their matured installments of the fee due from Subscriber and all other loss and damage with Company may suffer reason of such termination, including the cost of discontinuance of the Service to Subscriber or (ii) recover their matured installments of the fee due from Subscriber and continue the Service to Subscriber in which case, Company shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement for the continued Service. Pursuit by Company of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

IV. Limitation on Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof, and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonable impracticable. The Company has and assumes no liability for interruption of service due to strike, riots, floods, fires, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will not be required to supply Service to a Subscriber while interruption of Service is due to any such cause whether at the Premises or the monitoring location of Company. Since signals from alarm devices to company are usually received by means of the telephone system, Subscriber shall not be responsible for interruption in Service due to any telephone or telephone service failure. The availability of Service and response times are, in the main, governed by the telephone system; and Company assumes no liability for delays caused by said system regardless of where such failure be located.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may impose fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. **SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES.** Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto. If Company reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency signals, Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or emergency signals, if Company determines in its sole discretion that excessive generation continues after such notice to Subscriber.

C. EVEN IF THE ALARM DEVICES OF SUBSCRIBER ARE TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the Service, except to the extent specified in Paragraph E. below. Subscriber acknowledges and agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. **COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION. NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR \$250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.**

E. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, because of, among other things:

(1) the uncertain amount of value of a Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Service is designed to detect or avert;

(2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by Company; and

(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE,

ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR \$250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE, COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

F. In the event any third party, including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party, makes any claim or commences any action against Company related in any manner to this Agreement or the Service regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph D and E of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTRIBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

ACKNOWLEDGMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

SUBSCRIBER

V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement, in whole or in part, without any written consent of Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be requested by written notice given by Company to Subscriber. Subscriber further covenants and agrees that: (i) any such assignee or subcontractor shall have and be entitled to exercise any and all discretion, rights and powers of Company, under this Agreement, but not such subcontractor's or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's (ii) after notice from Company to do so, Subscriber will perform all of his obligations under this agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor or assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may not or hereafter have against Company (Subscriber reserving his right to have recourse directly against Company on account of any such defenses or claims), and (iii) if Company shall fully assign its rights under this Agreement and give written notice thereof to Subscriber, then Company shall be released from and after the date of such Assignment of their further responsibility under this Agreement (such provision not altering the provisions of clause (ii) above) and, (iv) Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the first page of this agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when received for by Subscriber or Company, as the case may be. All invoices by Company notifying Subscriber that an installment of the fee is due shall be mailed by first class mail, postage prepaid, to the billing address of Subscriber indicated in the introductory provision of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussions between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. Unless the context otherwise specifies or requires, the informational terms delineated, defined and amplified on the first page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence of this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, matter or thing, "with or without cause" or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercise shall not be subject to appeal to or adjudication by courts of law or otherwise.

C. This Agreement is binding on Company only if signed on the first page of this Agreement by a duly authorized representative of Company. This Agreement may only be altered or modified by a document in writing signed by both parties hereto.

Zimbra

martha.salazar@co.hidalgo.tx.us

Fwd: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Thu, Jun 20, 2013 09:50 AM
Subject : Fwd: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION 1 attachment
To : Darlene H. Betancourt
<darlene.betancourt@co.hidalgo.tx.us>, Matilde Faz
<matilde.faz@co.hidalgo.tx.us>

Ladies:

This e-mail will serve as approval to form by our legal counsel. I am so relieved after two years we can finally get these invoices processed.
Marty

PS Supporting documentation for agenda item.

From: "Steve Crain" <scrain@atlashall.com>
To: "Alan Yoder" <alan@superioralarms.com>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, June 19, 2013 4:20:13 PM
Subject: RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Please send the two signed originals to Martha Salazar at the Hidalgo County Purchasing Department. Thanks.

From: Alan Yoder [mailto:alan@superioralarms.com]
Sent: Wednesday, June 19, 2013 3:45 PM
To: 'Steve Crain'
Subject: RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Ok, Are you planning on getting it signed by the County Judge and would you like me to bring over 2 copies of it already signed on our side so that you can just return to us 1 copy?

Sincerely,

Alan Yoder, CET
President
CVI-20100609-1053112
Superior Alarms (*Established 1986*)
600 Ash Avenue
McAllen, Texas 78501
alan@superioralarms.com
www.superioralarms.com
956-682-6005 Office
956-213-1147 Fax

Put our 27 years of experience to work for you!

The information in this email may be confidential and/or privileged. This email is intended to be reviewed only by the individual or organization named above. If you are

not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, and any use or disclosure of the information contained herein, is prohibited. If you have received this email in error, please immediately notify the sender by email or telephone and permanently delete this email from your system.

From: Steve Crain [<mailto:scrain@atlashall.com>]
Sent: Wednesday, June 19, 2013 3:14 PM
To: 'Alan Yoder'
Subject: RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

That works.

From: Alan Yoder [<mailto:alan@superioralarms.com>]
Sent: Wednesday, June 19, 2013 2:44 PM
To: 'Stephen L. Crain'
Subject: RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Steve,

This is the third and FINAL draft of the addendum.

Sincerely,

Alan Yoder, CET
President
CVI-20100609-1053112
Superior Alarms (*Established 1986*)
600 Ash Avenue
McAllen, Texas 78501
alan@superioralarms.com
www.superioralarms.com
956-682-6005 Office
956-213-1147 Fax

Put our 27 years of experience to work for you!

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From: Stephen L. Crain [<mailto:scrain@atlashall.com>]
Sent: Wednesday, June 19, 2013 2:16 PM
To: alan@superioralarms.com
Subject: Addendum to Commercial Alarm Monitoring Agreement

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221

Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com



**Atlas Hall
Rodriguez**

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.



Atlas Hall **image001.jpg**
Rodriguez 5 KB

AI-40339

Purchasing Department 10. F.

CC CONSENT

Meeting Date: 09/03/2013

Submitted For: Hon. P Villarreal, Jr-HC-RTA Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase fax service agreement through a purchase order with company's response as to acceptance of purchase order not executed agreement, with Copy Graphics through Requisition # 240697 for the following: Total of \$585.00 per year for (3) CANON LC-2050P with effective dates of agreement from 8-21-13 to 8-20-14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-15-140-001-0-432

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available in REQ# 240697 as of 8/29/2013.

Attachments

Requisition

Agreement

legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/28/2013 03:21 PM
Budget & Management	Obdett Calzada	08/28/2013 03:51 PM
Obdett Calzada	Obdett Calzada	08/29/2013 08:27 AM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Lisa Vela		Started On: 08/21/2013 03:50 PM
	Final Approval Date: 08/30/2013	

Requisition

Req # 00240697

PO #

Date: 07/24/13

Bill To: x
x

Vendor : 78174
COPY GRAPHICS, INC
221 NORTH 10TH STREET
MCALLEN TX 78501
FAX (956)630-2628

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

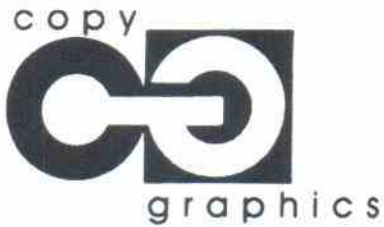
Contact: TAX OFFICE
956-289-7472

Contract No:

Special Instructions:
C-179

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	DO NOT DUPLICATE ORDER SERVICE MAINTENANCE AGREEMENT FOR FAX MACHINES EFFECTIVE DATES: 8/21/2013 TO 8/20/2014 MODEL: CANON LC-2050P SERIAL NUMBER: UZX78564 LOCATED AT THE MISSION AUTO LICENSE 722 N BREYFOGLE MISSION TX 78572	195.00	195.00
1.00	YEAR	MODEL: CANON LC-2050P SERIAL: UZX78565 LOCATION: MISSION TAX DEPT 722 N BREYFOGLE MISSION, TX 78572	195.00	195.00
1.00	YEAR	MODEL: CANON LC-2050P SERIAL: UZX78561 LOCATION: EDINBURG AUTO LICENSE 2804 S BUS HWY 281 EDINBURG, TX 78539	195.00	195.00
Account No _____			<u>Encumbrance</u>	
3-1100-415-15-140-001-0-432			585.00	
			Freight	.00
			Total	585.00
REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233				

Authorized By: _____



ORIGINAL

UZX78561-04

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

Key 240697
A: 40339

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office Cust# 1370

Physical Address 2802 South Bus Hwy 281 Billing Address PO Box 178

City/State/Zip Edinburg, TX 78539 City/State/Zip Edinburg, TX 78540

Phone/Fax 318-2191 / _____ Phone/Fax 289-7472 / 318-2130

EQUIPMENT COVERED

Model: Canon LC-2050P- Auto License Serial: UZX78561 Options: _____

Serial: _____ Rate: \$ _____

195.00 per year.

Effective dates of agreement from 8/21/13 to 8/20/14

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

→ SIGN HERE

Authorized Signature _____ Title _____

Print Name _____

Ana Escobar _____ 7/22/13 _____

Copy Graphics, Inc. Representative _____ Date _____

CLA

FAX PLAN TERMS AND CONDITIONS

ACCEPTANCE: Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon.

ERRORS & OMISSIONS: This contract allows inadvertent mistakes such as mathematical calculations and/or typing errors to be corrected without resulting in a breach of this agreement. All inadvertent errors will be rectified upon discovery and written notice given to the other party.

TERM: The term of this agreement shall be a period of 1 year commencing on 8/21/13 and ending on 8/20/14 unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice.

SERVICE AVAILABILITY: Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

INCLUSIONS: Fax service plan includes on-site remedial maintenance, lubrication, cleaning, adjustments and the replacement of unserviceable parts except integrated circuit boards, unless equipment is protected by Seller approved power protection device. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

EXCLUSIONS: Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightning; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) consumable items such as chemicals and supplies, including but not limited to, ink, toner, toner cartridges, developers, ribbons, drums, maintenance kits, certain fuser and heater rollers, lamps and verification stamps; m) connected products such as computer, printer, software or network-related failures; programming, or training; n) license and/or installation fees for any renewal or upgrade of any and all software installed on unit; o) service related to installation of additional accessories.

EQUIPMENT OVERHAUL: In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

ASSIGNMENT: This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

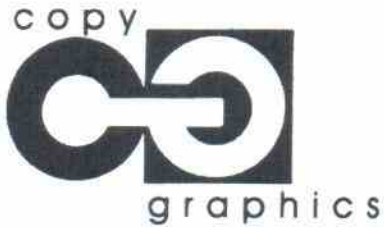
LIMITED WARRANTY: Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

DISCLAIMER OF WARRANTY: EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.



ORIGINAL

UZX78565-04

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office Cust# 1370

Physical Address 722 North Breyfogle Billing Address PO Box 178

City/State/Zip Mission, TX 78572 City/State/Zip Edinburg, TX 78540

Phone/Fax 205-7054 / _____ Phone/Fax 289-7472 / 318-2130

EQUIPMENT COVERED

Model: Canon LC-2050P- Tax Dept Serial: _____ UZX78565 Options: _____

Serial: _____ Rate: \$ _____

195.00 per year.

Effective dates of agreement from 8/21/13 to 8/20/14.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

➔ SIGN HERE

Authorized Signature _____ Title _____

Print Name _____

Ana Escobar _____ 7/22/13 _____

Copy Graphics, Inc. Representative _____ Date _____

✓

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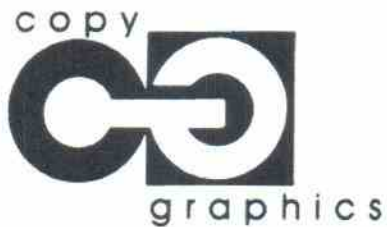
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HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

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ORIGINAL

UZX78564-04

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

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City/State/Zip Mission, TX 78572 City/State/Zip Edinburg, TX 78540

Phone/Fax 580-7425 / _____ Phone/Fax 289-7472 / 318-2130

EQUIPMENT COVERED

Model: Canon LC-2050P- Auto License Serial: UZX78564

Options: _____ Serial: _____

Rate: \$ 195.00 per year.

Effective dates of agreement from 8/21/13 to 8/20/14.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

➔ SIGN HERE

Authorized Signature _____ Title _____

Print Name _____

Ana Escobar _____ 7/22/13 _____

Copy Graphics, Inc. Representative _____ Date _____

FAX PLAN TERMS AND CONDITIONS

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HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, May 24, 2012 7:44 AM
To: 'Martha Salazar'
Subject: RE: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

The term on the reverse side must be deleted and the following inserted in lieu of the deleted paragraph: The term of this agreement shall be a period of one year commencing on----- and ending on-----unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice

AI-40317

Purchasing Department 10. G.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Gricelda Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise a request for proposals and approval of procurement packet (i.e. legal notice, requirements, draft contract, etc.) as attached hereto for: "Title Company Services POOL" for Hidalgo County, including the re-advertising to project in the event no proposals are received and/or rejection of responses received.

BACKGROUND

This is per project by all County Departments and/or applicable programs requiring said services on an "As Needed Basis". New POOL will become effective on November 28, 2013.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 1-1100-415-18-160-001-0-540

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$5,000.00 available funds as of 08/29/2013 (Advertising Expenditures Only).

No funding required for title company services expenditures at this stage of procurement process.

Attachments

Procurement Packet

Legal Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/23/2013 01:25 PM
Budget & Management	Obdett Calzada	08/23/2013 01:49 PM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Gricelda Villarreal		Started On: 08/21/2013 11:21 AM
	Final Approval Date: 08/30/2013	

REQUEST FOR PROPOSALS W/QUALIFICATIONS

**Hidalgo County
Edinburg, Texas**

“TITLE COMPANY SERVICES POOL- FOR HIDALGO COUNTY”

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

LEGAL NOTICE

RFP NO: 2013-175-00-00CGA

1. Sealed proposals with qualifications will be received for “**Hidalgo County – Title Company Services Pool**”, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2013-175-00-00CGA-Hidalgo County- Title Company Services Pool**” and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, _____, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2013-175-00-00CGA- HIDALGO COUNTY- TITLE COMPANY SERVICES POOL”.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: cris.villarreal@co.hidalgo.tx.us BY NO LATER THAN Wednesday, _____, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, _____, 2013. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract Number (if any)
 - d) Notation – **"Hidalgo County – Title Company Services Pool"**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufrazio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., _____, 2013
Project/Anticipated Award Date: _____, 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 and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- . ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- . ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- . ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- . ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

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

20. Disclosure of Conflict of Interest:

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

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office located at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.

24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not

picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

REQUEST FOR PROPOSAL

**HIDALGO COUNTY
“Title Company Services Pool”**

RFP NO: 2013-175-00-00-CGA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

EXHIBIT A
REQUIREMENTS
HIDALGO COUNTY
REQUEST FOR PROPOSAL
"TITLE COMPANY SERVICES POOL"
RFP NO: 2013-175-00-00-CGA

Hidalgo County is requesting sealed proposals from qualified and interested title companies in order to establish a pre-qualified pool of providers for **“Title Company Services Pool”** for the purposes of providing and rendering title policy related services on an **“As Needed/Non Exclusive Basis”** per project by all County Departments and/or applicable programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioner’s Court, the term of the pre-qualified pool of **“Title Company Services Pool” will be for a period of one (1) year period commencing November 28, 2013**, with the County’s sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

Sealed proposals with qualifications will be accepted until **9:30 A.M., Wednesday, _____, 2013.**
ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

Deliver Submittal to:
RFP NO: 2013-175-00-00CGA

US Postal Mail address:

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

Physical Address:

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 Acceptance Date.
The following outlines the Request for Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County requires that “Request for Proposals” be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:

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

Physical Address:

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 FACSIMIL NO LATER THAN WEDNESDAY, _____, 2013, 5:00 P.M. at (956) 292-7612, and/or BY EMAIL AT: cris.villarreal@co.hidalgo.tx.us. RESPONSES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY FRIDAY, _____, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All costs and expenses associated with the preparation and submission of (bids, proposals, and/or quotes) shall be the responsibility of the bidder/proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo 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 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 complete CIQ forms to the Hidalgo County Clerk’s Office located at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest 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 w/qualifications (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 bidding 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 W/QUALIFICATIONS:

Hidalgo County requires submitters, when hand delivering the RFP, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS W/QUALIFICATIONS:

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.

TERM OF CONTRACT:

Upon approval and acceptance by Hidalgo County Commissioner's Court, the term of the pre-qualified pool of "Title Company Services" will be for a period of one (1) year period commencing November 28, 2013, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions.

Hidalgo County reserves the right to continue this bid/pool for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

DAVIS BACON ACT: (IF APPLICABLE)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFP REQUIREMENTS

REQUEST FOR PROPOSAL:

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.

PURPOSE:

Hidalgo County is requesting sealed proposals w/qualifications from certified, licensed and interested title companies in order to establish a pre-qualified pool of providers for **“Title Company Services Pool”** for the purposes of providing and rendering title policy related services on an **“As Needed/Non-Exclusive/Purchase Order Basis”** per project for title company related services on an **“As Needed/Non-Exclusive/Purchase Order Basis”** to all Hidalgo County Elected Offices, Departments, Programs, Agencies through their funding sources.

CONTENTS:

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

QUALIFICATIONS-REQUIREMENTS-SCOPE OF SERVICES:

I. MINIMUM FIRM QUALIFICATIONS:

- (a) The firm must possess a current license from the Texas Board of Insurance
- (b) The firm or vendor selected is to have adequate experience and staff, such as, but not limited to:
 - Title Examiners
 - Closing Officers
 - Escrow Agents
- (c) The provider should have experience with State (i.e. TxDOT), County and other governmental entities as well as private sector firms.

II. REQUIREMENTS:

Each proposal must address, but may not be limited, to the following issues:

- (a) Firm Name;
- (b) Name, position, phone and fax number of Point of Contact (POC);
- (c) Name of Principal/Owner and number of years in business;
- (d) Provide the number of staff members available in order to render (but not limited to) all the services described and listed herein;
- (e) List three (3) governmental projects with names, addresses and phone number of representatives who can be contacted for references;
- (f) Detail how your firm/company has the capability to deliver the services required on a timely basis;

- State in how many (business) days your company can return a “Title Report” after a request (i.e. “Purchase Order”) is received by your firm.
- State your firm’s/company’s timeline (business days) to issue a “Title Commitment(s)”.
- Provide a copy of “Texas Title Insurance Premium Rates”.
- State how many business days your company can complete “Escrow Agent” services (if requested by County) and include the applicable rates for those services.
- State how many personnel or staff will be assigned and committed to render the services required.
- State in detail what “other services” are not included in the rates provided.

III. SCOPE OF TITLE COMPANY SERVICES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

- (a) Title Reports
- (b) Title Searches, (i.e., Title Certificates)
- (c) Title Commitments
- (d) Title Policy*
- (e) Escrow Agent Services when requested by the County

NOTE: * In the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars (\$300.00) for the services.

IV. REQUEST FOR SERVICES:

A department requiring Title Company Services will follow the established and approved requisition and Purchase Order policies and procedures utilizing the company/companies, firm/firms awarded by Commissioner’s Court for the provision of said services.

In the event a situation arises that requires an urgent timeline, a department (i.e. elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion, i.e. in writing or e-mail) to meet that timeframe.

V. INVOLUNTARY TERMINATION:

The qualified vendor/firm(s) awarded to perform work for the County under this RFP shall be deemed to be terminated upon occurrence of any of the following:

- The death of the vendor, if an individual, or the primary professional member, if a firm or entity;
- The suspension, revocation or cancellation of the vendor’s right to practice this profession in the State of Texas;
- The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified.

- The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations are not contrary to any law or regulatory directive; or
- The conduct of the vendor in any unprofessional, unethical or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer is to provide a fee proposal based on the scope of work and services.

SECTION III: SELECTION, EVALUATION AND AWARD

Hidalgo County Commissioner's Court may award to one or multiple vendors/firms/companies to provide the services detailed in this procurement if it is in it's best interest to do so.

EVALUATION (GRADING, SCORING) CRITERIA:

➤ **GRADING AND SCORING POINT SYSTEM:**

- A. **FIRM'S STAFFING AND EXPERIENCE – (20 POINTS)**
- B. **FIRM'S CAPABILITY TO PERFORM ALL THE SERVICES REQUIRED FOR THE NOTED PROJECTS- (45 POINTS)**
- C. **EXPERIENCE WITH POLITICAL SUBDIVISIONS/GOVERNMENT AGENCIES- (15 POINTS)**
- E. **COST OF "OTHER SERVICES" PROPOSED – (10 POINTS)**

TOTAL POSSIBLE POINTS = 100

PROPOSAL WITH QUALIFICATION SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

<p><u>US Postal Mail address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539</p>	<p><u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p>
--	--

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday,** _____, **2013.**

EXHIBIT B

**HIDALGO COUNTY
REQUEST FOR PROPOSAL**

TITLE COMPANY SERVICES POOL

SELECTION CRITERIA

RFP NO.: 2013-175-00-00-CGA

EVALUATION & SELECTION CRITERIA “TITLE COMPANY SERVICES POOL”

EVALUATION SYSTEM:

Request for Proposals with qualifications will be evaluated based on the criteria presented below.

Based on the department’s review evaluation and considering how many parcels are required a company or companies will be selected to provide the services. A company may be asked to submit supplemental information. Requests for title policy related services will be in the form of a fully executed “Purchase Order” and will be forwarded to the firm(s).

IN THE EVENT THAT A TITLE COMMITMENT IS REQUESTED AND NO TITLE POLICY IS NECESSARY OR PURCHASED, HIDALGO COUNTY WILL PAY A MAXIMUM OF THREE HUNDRED DOLLARS (\$300.00) FOR THE SERVICES.

1. FIRM'S STAFFING AND EXPERIENCE – (20 pts)
 - a) Experience of years in business
 - b) Staffing level/experience of staff

2. FIRM'S CAPABILITY TO PERFORM ALL THE SERVICES REQUIRED – (45 pts)
 - a) Days between “Order” and “Title Commitment”;
 - b) Days to complete “Title Policy”;
 - c) Days to complete “Escrow Agent Services”;
 - d) Staff assigned to County’s work;

3. EXPERIENCE: (15 pts)
 - a) Recent experience with Hidalgo County, Tx-Dot Requirements and Procedures;
 - b) Number of similar governmental projects listed;

4. COST OF SERVICES REQUESTED HEREIN – (10 pts)
 - a) Provides the required services at a reasonable cost.

5. COST OF “OTHER SERVICES” PROPOSED – (10 pts)
 - a) Provides other services at a reasonable cost.

OVERALL TOTAL POINTS = 100

RFQ EVALUATION AND SCORING SHEET TITLE COMPANY SERVICES POOL

The proposals will be evaluated based on the criteria presented below.

- | | | | |
|----|--|-----------------------|----------------|
| 1. | Firm's Qualifications and Staffing: | Maximum Points | 20 Pts. |
| | a) Number of years in business | (0-10 pts.) | _____ |
| | b) Number of staff/personnel in each area of service required | (0-10 pts.) | _____ |
| | Comments: _____ | | |
| | | | |
| 2. | Firm Capabilities to perform all services required: | Maximum Points | 45 Pts. |
| | a) Days between "Order" and "Title Commitment": | (0-15 pts.) | _____ |
| | b) Days to complete "Order" and "Title Policy" | (0-15 pts.) | _____ |
| | c) Days to complete "Escrow Agent Services" | (0-5 pts.) | _____ |
| | d) Staff assigned to County's work | (0-10 pts.) | _____ |
| | Comments: _____ | | |
| | | | |
| 3. | Experience | Maximum Points | 15 pts. |
| | a) Recent experience with Hidalgo County, Tx-Dot Requirements and Procedures | (0-10 pts.) | _____ |
| | b) Number of similar governmental projects listed | (0-5 pts.) | _____ |
| | Comments: _____ | | |
| | | | |
| 4. | Cost of Services requested herein | Maximum Points | 10 pts. |
| | a) Provides the required services at a reasonable cost. | (0-10 pts.) | _____ |
| | Comments: _____ | | |
| | | | |
| 5. | Cost of "Other Services" Proposed | Maximum Points | 10 pts. |
| | a) Provides other services at a reasonable cost. | (0-10 pts.) | _____ |
| | Comments: _____ | | |

TOTAL SCORE: _____ **Points**

COMPANY/FIRM: _____

EVALUATOR'S NAME & TITLE _____
PRINT

COUNTY DEPT: _____ DATE: _____

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, August 23, 2013 4:53:19 PM
Subject: RE: Draft Contract for Prof. Services -Title Company Services

The draft contract is fine.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Friday, August 23, 2013 4:31 PM
To: Steve Crain
Cc: Cris Ayala
Subject: Fwd: Draft Contract for Prof. Services -Title Company Services

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

From: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, August 21, 2013 11:19:38 AM
Subject: Draft Contract for Prof. Services -Title Company Services

Ms. Marty,
Can you please forward draft contract for legals review including the requirements so as to proceed with authority to advertise.

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

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

C-13-152-00-00

THIS AGREEMENT is made effective the _____ of _____, **2013**, by and between the **County of Hidalgo, Texas** ("County") and _____ ("Company").

WITNESSETH:

WHEREAS, the County requires services for: **Title Policy Related Services** located within **Hidalgo County** and

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Companies Services", and

WHEREAS, from which "Title Company provider/firm(s)" has been selected from the "Pool" of pre-qualified Title Companies Services from response to the Request for Proposals (RFP), and

WHEREAS, County has determined that the services of "Title Companies Services" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the provider/firm to provide title companies services within the County of Hidalgo, Texas through its procured approved pool of Title Companies Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Company Provider/Firm do mutually agree as follows:

- 1. Scope of Services.** Title Company provider/firm agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the provider/firm". Provider/Firm selected is to have adequate experience and a workload free from constraints to complete said services within the requested time provided by the user department.

The Title Company Provider/Firm will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.

Further, in the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars (\$300.00) for the services. Also, if it is demonstrated by Title Company Provider/Firm that Hidalgo County has caused or delayed thus preventing the Title Company Provider/Firm from meeting the specified agreed upon deadline to provided the services ordered, Title Company Provider/Firm must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. Term. Contract will be for one (1) year period commencing _____, with the County's sole discretion to extend the contract for an additional one (1) year based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Company Provider/Firm the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Company Provider/Firm. The Title Company Provider/Firm is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Company Provider/Firm agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or

expenditures. All payments to Title Company Provider/Firm shall be mailed to the address shown in numbered paragraph 21, hereof.

4. Progress. Upon acceptance of a work order, the Title Company Provider/Firm shall undertake and complete the authorized work. The County or the Title Company Provider/Firm can request conferences to be provided at the Title Company Provider/Firm's office, the office of the County, or at other agreed upon locations.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder. All evaluations shall be performed in such a manner as will not unduly delay the work.

6. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Company Provider/Firm unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Company Provider/Firm, the County shall require the Title Company Provider/Firm to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Company Provider/Firm, the County will reimburse the Title Company Provider/Firm for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. Reporting. The Title Company Provider/Firm shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

7.1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

7.2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this contract, all documents furnished to the County by the Title Company Provider/Firm or furnished to the Title Provider/Firm by the County shall be delivered to and become the property of the County. The Title Company Provider/Firm may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. Independent Contractor. Title Company Provider/Firm must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Title Company Provider/Firm under this Contract. Notwithstanding the foregoing sentence, Title Company Provider/Firm represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Title Company Provider/Firm agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. Voluntary Termination. Title Company Provider/Firm and County agree that any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) this contract is terminated without cause by County with the thirty (30) days written notice to the Title Company Provider/Firm.

11. Insurance. Title Company Provider/Firm agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a Certificate of Insurance (Exhibit "C"), issued by the insurer that such insurance is in full force and effect.

12. No Assignment. Except as otherwise herein provided, Title Company Provider/Firm, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. Termination Date. Unless earlier terminated as herein provided, this Contract shall terminate upon completion of projects'.

14. Conflict. Nothing in this Contract 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 Contract 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Title Company Provider/Firm fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Company Provider/Firm fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Company Provider/Firm.

16. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Contract contains the entire agreement 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Title Company Provider/Firm, and not otherwise.

18. Venue. This Contract 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.

19. Hold Harmless. In the event Title Company Provider/Firm should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Title Company Provider/Firm shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Title Company Provider/Firm's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Contract, 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 County: County of Hidalgo
Attention: County Judge
302 W. University Drive

Edinburg, Texas 78539

If to Title Company Provider/Firm:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

22. Execution of 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 Contract.

23. Binding Contract. This Contract 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 contract.

24. Gender. All pronouns used in this Contract 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

25. Authority. The execution and performance of this Contract by County and Title Company Provider/Firm have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Company Provider/Firm in accordance with its terms.

26. 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 County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

TITLE COMPANY PROVIDER/FIRM:

NAME:

By: _____
Printed Name: _____

Title: _____

Approved on Commissioners' Court: _____ 2013.

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

BY: _____

EXHIBIT "A"

**Services to be provided by
Title Company Provider/Firm**

EXHIBIT "B"

Fee Schedule

EXHIBIT “C”

Insurance Requirements

AI-40274

Purchasing Department 10. H.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to add/delete fuel card(s) and/or driver(s) for:

Puchasing = delete driver

Juvenile Probation = Fuel Card

Headstart Program = add drivers

BACKGROUND

Attachments

headstart

Juvenile

purchasing

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/23/2013 01:24 PM
Budget & Management	Obdett Calzada	08/23/2013 01:47 PM
Glinda Pacheco	Glinda Pacheco	08/27/2013 10:55 AM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Nielda Cavazos		Started On: 08/19/2013 09:57 AM
Final Approval Date: 08/30/2013		

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card
 Add Driver Pin
 Delete/ Cancel Card
 Delete/Cancel Driver

Department:	Hidalgo Co. Head Start Program, Child Nutrition Dept.		
Billing Address:	1901 W. State Hwy 107, McAllen TX 78504		
Fuel Card Manager:	_____		
	This person can not have use of the fuel card		
Phone Number:	(956) 383-0706	County Email:	_____
Web user Name:	_____	Password:	_____
Hidalgo Co Acct Number:	XY891		
Requested By:			
Original Signature is required	Sign & Print Elected/Official Supervisor/Director		
On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.			

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	Agenda Item No. # 40274
Reviewed by Fuel Card Administrator:	_____
Cards Received by Dept on:	Date Returned/Cancelled: _____
Fuel Cards Received by Department:	_____
Sign & Print Authorized Elected Official/Supervisor/Director	

Vehicle Plate No <small>(N/A = Non-vehicle)</small>	Description <small>(Vehicle or Non-vehicle Equip.)</small>	VIN Number <small>(N/A = Non-vehicle)</small>	Asset Number <small>(N/A = Non-vehicle)</small>	<i>Purchasing Dept. Use Only</i> Card Number
114-3183	2013 Chevrolet Express Van	1GCWGGCA0D1143906	2832	
114-3184	2013 Chevrolet Express Van	1GCWGGCA5D1143805	2833	
114-3165	2013 Chevrolet Express Van	1GCWGGCA3D1143348	2718	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID <small>(6 digits)</small>	DBM Use Only License Verification	<i>Purchasing Dept. Use Only</i> Training Date & Signed Fuel Policy

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card
 Add Driver Pin
 Delete/ Cancel Card
 Delete/Cancel Driver

Department:	JUDGE MARIO E. RAMIREZ, JR., JUVENILE JUSTICE CENTER/DETENTION		
Billing Address:	P.O. BOX 267 EDINBURG TX 78540		
Fuel Card Manager:	ELENA GAITAN		
	This person can not have use of the fuel card		
Phone Number:	956-587-6200	County Email:	o.tx.us
Web user Name:		Password:	
Hidalgo Co Acct Number:	3-1100-423-32-330-001-0-626		
Requested By:	ISRAEL "BUDDY" SILVA JR		
	Sign & Print Elected/Official Supervisor/Director		

Original Signature is required

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	Agenda Item No. # 40074
Reviewed by Fuel Card Administrator:	_____
Cards Received by Dept on: _____	Date Returned/Cancelled: _____
Fuel Cards Received by Department: _____	Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No <small>(N/A = Non-vehicle)</small>	Description <small>(Vehicle or Non-vehicle Equip.)</small>	VIN Number <small>(N/A = Non-vehicle)</small>	Asset Number <small>(N/A = Non-vehicle)</small>	<i>Purchasing Dept. Use Only</i> Card Number
115-9725	2013 E350T-FORD	1FBSS3BL6DDA77602	59970	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID <small>(6 digits)</small>	<i>DBM Use Only</i> License Verification	<i>Purchasing Dept. Use Only</i> Training Date & Signed Fuel Policy
JOAQUIN VILLANUEVA	2/14/65	027367		
ALEJANDRO GARZA	3/19/56	122491		
RAFAEL OCON ✓	7/23/65	073822		

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card
 Add Driver Pin
 Delete/ Cancel Card
 Delete/Cancel Driver

Department:	Purchasing Department		
Billing Address:	2812 S Bus Hwy 281		
Fuel Card Manager:	Nielda Cavazos		
	This person can not have use of the fuel card		
Phone Number:	956-318-2626		
Web user Name:		Password:	
Hidalgo Co Acct Number:	3-1100-415-18-160-001-0		
Requested By:	Martha L. Salazar	<i>Martha L. Salazar</i>	
Original Signature is required	Sign & Print Elected/Official Supervisor/Director		
On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.			

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	Agenda Item No. # 40274
Reviewed by Fuel Card Administrator:	
Cards Received by Dept on:	Date Returned/Cancelled:
Fuel Cards Received by Department:	Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Asset Number (N/A = Non-vehicle)	Purchasing Dept. Use Only Card Number

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy
John Trevino		089583		

AI-40227

Purchasing Department 10. I.

CC CONSENT

Meeting Date: 09/03/2013

Submitted For: Martha Salazar

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County (all funding sources, programs & entities)- "EN-1 Road Stabilizer Material" RFB No.: 2013-159-MEG including the re-advertising of project in the event no bid responses are received and/or are rejected and the project is still required.

BACKGROUND

- 1. Current contract expires 12/15/13 new contract to commence on 12/16/13
- 2. Proposed schedule of events:
 - 1st advertisement: 09/07/13
 - 2nd advertisement: 09/14/13
 - Bid Opening date: 09/24/13

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

various account (county wide projects)

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-121-005-0-673

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-124-007-0-731

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-123-005-0-731

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-006-0-731

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Attachments

Approval Memo & Specs

Draft Contract & Legal approval

Draft Legal Notice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/23/2013 01:24 PM
Budget & Management	Obdett Calzada	08/23/2013 01:47 PM
Glinda Pacheco	Glinda Pacheco	08/27/2013 09:09 AM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Elena Gomez		Started On: 08/15/2013 11:33 AM
Final Approval Date: 08/30/2013		



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: Hon. AC Cuellar Commissioner
 Hidalgo County Precinct #1
 ATTN: Katia Garcia or Mari Gutierrez
 From: Elena Gomez, Buyer II
 Hidalgo County Purchasing Dept.
 Date: July 31, 2013
 Re: Approval of Specifications for: BID NO. -2013-159-00-00-MEG
 Hidalgo County "EN-1 Road Stabilizer Material"

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, 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# 4855.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 3-1200-431-00-121-005-0-673

	David Rodriguez		
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than August 12, 2013 @:4:00 p.m.

Enclosures



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

HIDALGO COUNTY
 PRECINCT NO. 2
 2013 AUG 5 PM 3 09

MEMORANDUM
 (APPROVAL OF SPECIFICATIONS)

To: Hon. Hector "Tito" Palacios Commissioner
 Hidalgo County Precinct # 2

ATTN: Ricardo Cuellar Field Operations Foreman

From: Elena Gomez, Buyer II
 Hidalgo County Purchasing Dept.

Date: July 31, 2013

Re: Approval of Specifications for: BID NO. -2013-159-00-00-MEG
 Hidalgo County "EN-1 Road Stabilizer Material"

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, 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# 4855.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 3-1200-431-00-006-0-

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than **August 12, 2013 @:4:00 p.m.**

Enclosures



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

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: Hon. Joe Flores Commissioner
Hidalgo County Precinct # 3
ATTN: Norma Ceballos, Saul Ramirez, Field Operations Foreman
From: Elena Gomez, Buyer II *Elena Gomez*
Hidalgo County Purchasing Dept.

Date: July 31, 2013

Re: Approval of Specifications for: BID NO. -2013-159-00-00-MEG
Hidalgo County "EN-1 Road Stabilizer Material"

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, 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# 4855.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 3-1200-431-00-123-005-0-731

<i>Elena Gomez</i>	<i>Joe M. Flores</i>	<i>Pct#3</i>	<i>8/7/13</i>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than August 12, 2013 @:4:00 p.m.

Enclosures



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

MEMORANDUM
 (APPROVAL OF SPECIFICATIONS)

To: Hon. Joseph Palacios Commissioner
 Hidalgo County Precinct # 4

ATTN: Marcos Lopez, Chief Administrator

From: Elena Gomez, Buyer II
 Hidalgo County Purchasing Dept.

Date: July 31, 2013

Re: Approval of Specifications for: BID NO. -2013-159-00-00-MEG
 Hidalgo County "EN-1 Road Stabilizer Material"

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, 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# 4855.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: _____ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 3-1200-431-00-124-007-0-731

	Roman Rodriguez	Road & Bridge	8/2/13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than August 12, 2013 @:4:00 p.m.

Enclosures

SPECIFICATIONS/REQUIREMENTS

I. DESCRIPTION:

These specifications shall govern for any liquid stabilizer equal or approved equal to patented EN-1 intended primarily as a material stabilizer for mixing and compacting material in accordance with specifications governing base and/or subgrade courses. The approved stabilizer must be able to enhance the compressive strength, increase load bearing capacity of soil, increase flexural strength, reduce swelling, shrinkage and permeability, insure proper compaction and reduce maintenance upkeep through reduction of potential failures.

Purchases of **EN-1 Soil Stabilizer** will be on an **"As Needed Basis"** only by Hidalgo County including all funding sources, Departments, Programs and Entities (i.e. CIP, CAP and R&B).

Any brand name mentioned in this request for bids is for description only and is not intended to exclude any products of equal quality or compatibility. Bidders desiring to substitute items may do so provided that brand names and specifications are indicated in the bid and that items fully meet herein specifications.

II. MATERIALS:

Roadbond (EN-1) Soil Stabilizer is a sulfonated D-limonene bioenzyme which contains a strong oxidizer, a powerful solvent and natural dispersant that interacts with natural road materials. The interaction of these components activates the naturally occurring mineral cements in the soil and bonds the soil grains together to form a material analogous to most sedimentary rocks and alluvial soils. This stabilizing solvent acts to scrub the soil and allows the oxidizer access to a wider array of mineral ions evenly throughout the mixture, thereby increasing particle attraction (bonding), greatly decreasing voids in the road strata. In clay soils, it attacks the clay lattice of the soil, which will alter the ionic charge in the clay, and it creates a chemical bond between clay particles. This material is a corrosive in its concentrated state, once mixed with required volume of water; it becomes a non-corrosive, which has been approved by EPA.

III. REQUIREMENTS:

1. Roadbond liquid stabilizer shall be stored and handled in closed, five (5) gallon weatherproof containers until immediate distribution on the road.
2. Roadbond materials must be stored in covered storage and well ventilated with adequate protection from flooding or damage.
3. For mixing ease and safety, round off to the nearest 5-Gallon increments (i.e. 72-Gallons up to 75-Gallons).
4. The following concentrated quantities are to be mixed with 300 gallons of water to each gallon of EN-1. Strict application instructions.

**Use 5" more EN-1 Road Stabilizer than the chart calls for when treating Cement Treated Base;

(Calculate 28.5 cubic yards per Gallon)

*** Application rate per square yard = Length (feet) x Width (feet) X Appl. Rate * 9 SF

EXHIBIT "A"
HIDALGO COUNTY (all funding sources)
"EN-1 ROAD STABILIZER MATERIAL"
RFB NO.: 2013-159-00-00-MEG

5. **EN-1 Road Stabilizer Material** shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges.
6. Product must be registered with the U.S. Patent and Trademark Office as a soil stabilizer.
7. Vendor must furnish test results and documentation from independent sources as the effectiveness of the stabilizer. These test reports must include CBR, Triaxial Compression Test, Falling Weight Deflectometer, Resilient Modulus or other relevant test to determine strength. Reduction in swelling of clay soils must be verified by relevant test performed by a reputable lab.
8. The product must be easily applied by personnel with equipment commonly used by road construction and maintenance crews.
9. A material safety data sheet (MSDS) on the EN-1 Road Stabilizer product being bid must be submitted with the bid.
10. When requested, samples shall be furnished free of charge to Hidalgo County.
11. Random sampling/Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
12. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County.
13. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.
14. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

ROAD WIDTH IN FT.	6" IN DEPTH * .0056 GA/SY	8" IN DEPTH * .0075 GA/SY	10" IN DEPTH * .0089 GA/SY
20' Wide Road	66 Gallons Per Mile	88 Gallons Per Mile	104 Gallons Per Mile
22' Wide Road	73 Gallons Per Mile	97 Gallons Per Mile	120 Gallons Per Mile
24' Wide Road	80 Gallons Per Mile	106 Gallons Per Mile	132 Gallons Per Mile
26' Wide Road	86 Gallons Per Mile	115 Gallons Per Mile	143 Gallons Per Mile
28' Wide Road	93 Gallons Per Mile	124 Gallons Per Mile	154 Gallons Per Mile
30' Wide Road	99 Gallons Per Mile	132 Gallons Per Mile	165 Gallons Per Mile
Square Yards treated/gallon	180 Square Yards	135 Square Yards	108 Square Yards
Square Yards treated/gallon (when using CTB)	171 Square Yards	128 Square Yards	103 Square Yards

EXHIBIT "A"
HIDALGO COUNTY (all funding sources)
"EN-1 ROAD STABILIZER MATERIAL"
RFB NO.: 2013-159-00-00-MEG

IV. BID AWARD:

- It is intended that the amount of "**EN-1 Road Stabilizer Material**" required by Hidalgo County will be purchased on an "**As Needed Basis**".
- Award of contract will be contingent on availability of Hidalgo County funds.

V. TERMS AND CONDITIONS:

- The contract will be in effect for a period of one (1) year with the County's option to extend for an additional one (1) year term based on performance evaluation and contingent upon cost remaining unchanged.
- County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term. Bid Price must remain firm during the contract period.
- This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation.
- Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
- Insurance certificates as per "**Exhibit C**" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
- Hidalgo County reserves the right to utilize state contracts from its membership with their existing or new cooperatives whenever it is in the best interest to do so.
- 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.
- 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 (30) days written notice prior to cancellation.
- Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to bid specifications.
- Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.
- Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

EXHIBIT "A"
HIDALGO COUNTY (all funding sources)
"EN-1 ROAD STABILIZER MATERIAL"
RFB NO.: 2013-159-00-00-MEG

- After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct #1 Katia Garcia or Mari Gutierrez 1902 Joe Stephens, Weslaco, Texas 78596 (956) 968-8733	Hidalgo County Precinct #2 Ricardo Cuellar, Field Operations Foreman 300 W. Hall Acres Rd. Suite G. Pharr, Tx 78577 (956) 787-1891
Hidalgo County Precinct #3 Saul Ramirez, Field Operations Foreman 400 W. 13 th Mission, Texas 78572 956-585-4509	Hidalgo County Precinct #4 Juan Carranza, Chief Administrator 1051 N. Doolittle Rd., Edinburg, Texas 78542 (956) 383-3112

DISCLOSURE OF CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

VI. Market Volatility and Unit Price Adjustments:

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

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

EXHIBIT "A"
HIDALGO COUNTY (all funding sources)
"EN-1 ROAD STABILIZER MATERIAL"
RFB NO.: 2013-159-00-00-MEG

- be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- b. 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.
 - c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

EXHIBIT "A"
HIDALGO COUNTY (all funding sources)
"EN-1 ROAD STABILIZER MATERIAL"
RFB NO.: 2013-159-00-00-MEG

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO: elena.gomez@co.hidalgo.tx.us , BY NO LATER THAN, Wednesday, month, date, 2013 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, month, date, 2013 by 5:00 P.M.

DRAFT

REQUIREMENTS AGREEMENT C-13-159-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____, 2013 and between _____ ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**EN-1 Road Stabilizer Material** (commodity)," as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "RFB Packet") for a period one (1) year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**EN-1 Road Stabilizer Material-Hidalgo County**" in the areas of **HIDALGO COUNTY** projects for a period of one(1) year on an "**As Needed Basis**" from _____ to _____ with the option to renew for an additional one (1) year under the same rates, terms, and conditions. County also has the right to continue this contract for an additional sixty (60) day grace period extension at the end of the contract for unforeseen delays on subsequent contract, and it is agreed that the Products will meet the specifications 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 Seller through a third party transporter (shipper) at the expense of seller, to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B" (the "Vendor's Bid"). 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. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered,

or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
1615 S. Closner, Ste. J
Edinburg, Texas 78539

If to Seller:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) day 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. **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).

n. **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.

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 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, _____.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

By: _____

Date: _____

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Vendor: _____

By: _____

Printed Name: _____

Title: _____

DRAFT

EXHIBIT “A”

- **RFB PACKET**
- **SPECIFICATIONS**

EXHIBIT "B"
VENDORS BID PAGE

DRAFT

**EXHIBIT “C”
INSURANCE
REQUIREMENTS**

DRAFT

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, August 15, 2013 7:31:37 AM
Subject: RE: Draft Cpntract for EN-1 Road Stabilizer Material- Project

The draft contract is fine.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Wednesday, August 14, 2013 5:03 PM
To: Steve Crain
Cc: Cris Ayala
Subject: Fwd: Draft Cpntract for EN-1 Road Stabilizer Material- Project

Mr. Crain:
Please review and comment as to form. For your convenience we have attached the specifications.
Thanks,
Marty

From: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Wednesday, August 14, 2013 4:48:26 PM
Subject: Draft Cpntract for EN-1 Road Stabilizer Material- Project

Ms. Marty,
Can you please forward draft contract for legals review and approve as to form in order to commence the procurement process. i have attached the specifications as well.

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

DRAFT

REQUEST FOR BIDS

Hidalgo County
Edinburg, Texas

EN-1 Road Stabilizer Material-Hidalgo County
_____ 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-03

1. Sealed bids will be received for "**RFB EN-1 Road Stabilizer Material-Hidalgo County**," in accordance with the specifications attached hereto as Exhibit "A". 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 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 NO.: 2013-159-00-00-MEG "RFB EN-1 Road Stabilizer Material-Hidalgo County"** and in County's Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., day, month, date, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: "RFB 2013-159-00-00-MEG- EN-1 Road Stabilizer Material-Hidalgo County"**. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to

all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"RFB EN-1 Road Stabilizer Material-Hidalgo County"**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

**Hidalgo County Auditors' Office
 Ray Eufrazio, Auditor
 2808 So. Business Hwy 281
 Edinburg, TX 78539
 (956) 318-2511**

17. Schedule of Events

Bid Opening, 9:30 AM	_____	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 and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All 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 45CFR76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

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

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

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

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any

program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest:**

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

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office located at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE Proposer.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- . Possess or is able to obtain adequate financial resources as required to perform under the bid;
- . Be able to comply with the required or proposed delivery schedule;
- . Have a satisfactory record of performance;
- . Have a satisfactory record of integrity and ethics;
- . Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any of the 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 or services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
RFB EN-1 Road Stabilizer Material-Hidalgo County
Bid No: 2013-159-00-00-MEG
_____, 2013

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281- New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

AI-40223

Purchasing Department 10. J.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Tax Office:

1. Requesting authority to enter into a 12-month maintenance service renewal with Pitney Bowes, Inc. for \$559.00/year through requisition #231143, from 03/01/13 to 02/28/14.
2. Acceptance and approval of the continuation of the maintenance services with PITNEY BOWES "Maintenance Renewal for Automatic Electric Mail Opener" through assigned requisition #231143 in the amount of \$559.00 followed by an approved purchase order including any annual maintenance services renewals through the life term of the item by Tax Assessor-Collector Department;
3. Approval to pay the continuation annual renewal fees in the amount of \$559.00 including the signing of required documents by County Judge or Court Member.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-15-140-001-0-432

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available in REQ# 231143 as of 8/29/2013.

Attachments

REQUISITION

AGREEMENT

LEGAL LETTER

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/23/2013 01:25 PM
Budget & Management	Obdett Calzada	08/23/2013 01:46 PM
Obdett Calzada	Obdett Calzada	08/29/2013 08:16 AM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Lisa Vela		Started On: 08/15/2013 09:49 AM
Final Approval Date: 08/30/2013		

Reg 231143
AI 40223

AUG 15 2013
mw



PURCHASE ORDER NO.		DATE PREPARED 05/07/2013	MAINT. AGREEMENT NO.
--------------------	--	-----------------------------	----------------------

LES AGREEMENT & SERVICE LEVEL AGREEMENT

BILL TO	CUSTOMER NAME HIDALGO CO TAX OFFICE	INSTALL IF DIFFERENT	CUSTOMER NAME
	ADDRESS 2802 S BUSINESS HWY 281		ADDRESS
	CITY, STATE, ZIP EDINBURG TX 78539		CITY, STATE, ZIP

LOCATION I.D. NO.	LOCATION I.D. NO. 18023757869
-------------------	----------------------------------

CUSTOMER PHONE NO 6) 289-7472	CUSTOMER CONTACT MARY GARCIA	TAX EXEMPT <input checked="" type="checkbox"/> STATE <input checked="" type="checkbox"/> COUNTY <input checked="" type="checkbox"/> CITY	RECYCLING FEES # MONITOR \$ FEE
----------------------------------	---------------------------------	---	------------------------------------

ITEM	PROGRAM ID	DESCRIPTION	UNIT PRICE	DISCOUNT/TRADE-IN ALLOWANCE	NET PRICE	ANNUAL MAIN SLA	TOTAL SLA
1250	0027495	MAIL OPENER PERIOD OF PAYMENT 03/01/13-02/28/14	\$559.00	N/A	\$559.00	\$559.00	
					SUBTOTAL	\$559.00	
					TOTAL TAXES		
					TOTALS	\$559.00	\$559.00

SPECIAL BILLING REQUIREMENTS:
REQUESTED INSTALL DATE

TIER 1 STANDARD SLA

- Tier 1 - Standard SLA Tier 2 - Standard SLA w/Training Tier 3 - Standard SLA w/Training and 4 Hour Response Time Commitment
Soft-Guard® Subscription

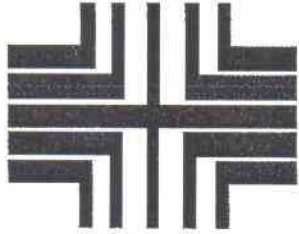
This Agreement consists of this Order page and the attached Sales Terms and Conditions and Service Level Agreement. Your signature constitutes acknowledgment that you have read and agree to all the terms and conditions and that you are authorized to sign the Agreement.

PITNEY BOWES SERVICE TELEPHONE NO. 1-800-522-0020	SERVICE HOURS IN ADDITION TO THOSE AS STATED IN EXHIBIT A (if any): 8:00 AM-5:00PM
---	---

ADDITIONAL CHARGES AND COMMENTS (if any):
SLA does not cover customer error, negligence, affliction, non PB compliant materials, after hours service, etc. Refer to attached Terms and Conditions.

IF YOU ARE IN AGREEMENT WITH THE TERMS AND CONDITIONS AS STATED IN EXHIBIT A PLEASE SIGN HERE ▶

CUSTOMER	DATE	ACCEPTED AND AGREED TO	
		FOR PITNEY BOWES <i>Kameron McLean</i>	DATE 05/27/2013
PRINT NAME OF SIGNER		PRINT NAME OF SIGNER KAMERON MCLEAN	
TITLE OF SIGNER		TITLE OF SIGNER Government Account Specialist	



Pitney Bowes

Pitney Bowes Government Business Center
1313 N ATLANTIC Ste 3000
SPOKANE, WA. 99201-2303

July 29, 2013

HIDALGO CO TAX OFFICE
2802 S. BUSINESS HWY 281
EDINBURG TX 78539-4582

HIDALGO CO TAX OFFICE,

Pitney Bowes agrees to honor the Standard Purchase order Terms and Conditions for the County of Hildago, Texas. This letter and the Terms and Conditions will be placed on file for reference.

Sincerely,

Vada Campbell ~Government Support Specialist
Pitney Bowes Government Accounts Business Center
1313 N Atlantic St Ste 3000 | Spokane, WA 99201-2303 USA
O: 509.363.3694 ext 5105 www.pb.com
Vada.Campbell@pb.com

Every connection is a new opportunity™

 **Pitney Bowes**

liza.lopez@co.hidalgo.tx.us

Zimbra

Fwd: PITNEY BOWES for TAX OFFICE

Tue, Aug 20, 2013 03:14 PM

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Subject : Fwd: PITNEY BOWES for TAX OFFICE

To : Liza Lopez <liza.lopez@co.hidalgo.tx.us>

Cc : alfredo garcia <alfredo.garcia@co.hidalgo.tx.us>

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>

To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>

Cc: "alfredo garcia" <alfredo.garcia@co.hidalgo.tx.us>, "Liza Lopez"

<liza.lopez@co.hidalgo.tx.us>, "Josephine Ramirez"

<josephine.ramirez@da.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>

Sent: Tuesday, August 20, 2013 8:59:23 AM

Subject: RE: PITNEY BOWES for TAX OFFICE

Marty,

We have reviewed the documents you attached and approve as to form.

Should you have any questions or concerns, please do not hesitate to contact me.

Michael Garza

Assistant Criminal District Attorney

Contracts and Civil Litigation Section

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3824

(956) 318-2079 FAX

michael.garza@da.co.hidalgo.tx.us

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michael.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 15, 2013 11:35 AM
To: Josephine Ramirez; michael garza
Cc: alfredo garcia; Liza Lopez
Subject: Fwd: PITNEY BOWES for TAX OFFICE

Counselors:
Please review and comment as to form.
Thanks,
Marty

From: "Liza Lopez" <liza.lopez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Alfredo D. Garcia" <alfredo.garcia@co.hidalgo.tx.us>
Cc: "liza.lopez" <liza.lopez@co.hidalgo.tx.us>
Sent: Thursday, August 15, 2013 10:42:59 AM
Subject: PITNEY BOWES for TAX OFFICE

Would you please have legal approve, so I can place it on C.C. for approval.

Thanks
Liza
318-2626 ext 4866

From : Michael Garza <michael.garza@da.co.hidalgo.tx.us> Tue, Aug 20, 2013 08:59 AM
Subject : RE: PITNEY BOWES for TAX OFFICE
To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>
Cc : 'alfredo garcia' <alfredo.garcia@co.hidalgo.tx.us>, 'Liza Lopez' <liza.lopez@co.hidalgo.tx.us>, 'Josephine Ramirez' <josephine.ramirez@da.co.hidalgo.tx.us>, victor garza <victor.garza@da.co.hidalgo.tx.us>
Reply To : michael garza <michael.garza@da.co.hidalgo.tx.us>

Marty,

We have reviewed the documents you attached and approve as to form.

Should you have any questions or concerns, please do not hesitate to contact me.

Michael Garza
Assistant Criminal District Attorney

Contracts and Civil Litigation Section
 Office of Criminal District Attorney
 Hidalgo County, Texas
 100 N Closner Rm 303
 Edinburg, TX 78539
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 or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. IF
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Cc: alfredo garcia; Liza Lopez
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Counselors:
 Please review and comment as to form.
 Thanks,
 Marty

From: "Liza Lopez" <liza.lopez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Darlene H. Betancourt"
 <darlene.betancourt@co.hidalgo.tx.us>, "Alfredo D. Garcia"
 <alfredo.garcia@co.hidalgo.tx.us>
Cc: "liza.lopez" <liza.lopez@co.hidalgo.tx.us>
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Subject: PITNEY BOWES for TAX OFFICE

Would you please have legal approve, so I can place it on C.C. for approval.

Thanks
 Liza
 318-2626 ext 4866

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Thu, Aug 15, 2013 11:34 AM

Subject : Fwd: PITNEY BOWES for TAX OFFICE

1 attachment

To : Josephine Ramirez
<josephine.ramirez@da.co.hidalgo.tx.us>, michael garza
<michael.garza@da.co.hidalgo.tx.us>

Cc : alfredo garcia <alfredo.garcia@co.hidalgo.tx.us>, Liza
Lopez <liza.lopez@co.hidalgo.tx.us>

Counselors:
Please review and comment as to form.
Thanks,
Marty

From: "Liza Lopez" <liza.lopez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Darlene H. Betancourt"
<darlene.betancourt@co.hidalgo.tx.us>, "Alfredo D. Garcia"
<alfredo.garcia@co.hidalgo.tx.us>
Cc: "liza.lopez" <liza.lopez@co.hidalgo.tx.us>
Sent: Thursday, August 15, 2013 10:42:59 AM
Subject: PITNEY BOWES for TAX OFFICE

Would you please have legal approve, so I can place it on C.C. for approval.

Thanks
Liza
318-2626 ext 4866

PITNEY BOWES for TAX OFFICE AI 40223 R-231143.pdf
458 KB

From : Liza Lopez <liza.lopez@co.hidalgo.tx.us>
Subject : PITNEY BOWES for TAX OFFICE

Thu, Aug 15, 2013 10:42 AM

1 attachment


To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>,
Darlene H. Betancourt
<darlene.betancourt@co.hidalgo.tx.us>, Alfredo D.
Garcia <alfredo.garcia@co.hidalgo.tx.us>

Cc : liza.lopez <liza.lopez@co.hidalgo.tx.us>

Would you please have legal approve, so I can place it on C.C. for approval.

Thanks
Liza
318-2626 ext 4866

 **PITNEY BOWES for TAX OFFICE AI 40223 R-231143.pdf**
458 KB

From : Liza Lopez <liza.lopez@co.hidalgo.tx.us> Thu, Aug 15, 2013 10:42 AM
Subject : PITNEY BOWES for TAX OFFICE  1 attachment
To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>,
Darlene H. Betancourt
<darlene.betancourt@co.hidalgo.tx.us>, Alfredo D.
Garcia <alfredo.garcia@co.hidalgo.tx.us>
Cc : liza.lopez <liza.lopez@co.hidalgo.tx.us>

Would you please have legal approve, so I can place it on C.C. for approval.

Thanks
Liza
318-2626 ext 4866

 **PITNEY BOWES for TAX OFFICE AI 40223 R-231143.pdf**
458 KB

AI-40076

Purchasing Department 10. K.

CC CONSENT

Meeting Date: 09/03/2013

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

389th District Court:

Requesting authority to add 1 fax lan line to a previously approved 36-month copier (capital) lease agreement consent agenda on 3/26/2013 AI-36273 through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox Corporation contract number 985-L2 through requisition #236796 in the amount of \$19.27. This agreement modifies the current copier lease with a total copier lease payment of \$263.86/month.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-008-001-0-780

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available in REQ# 236796 as of 8/29/2013.

Attachments

Requisition

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/23/2013 01:25 PM
Budget & Management	Obdett Calzada	08/23/2013 01:46 PM
Obdett Calzada	Obdett Calzada	08/29/2013 08:11 AM
Auditor's Office	Monica Badillo	08/30/2013 11:55 AM
Form Started By: Matilde Faz		Started On: 08/07/2013 01:43 PM
Final Approval Date: 08/30/2013		

