# CONSENT AGENDA
# HIDALGO COUNTY
# COMMISSIONERS COURT MEETING
# April 15, 2014
# 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being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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.** **AI-44099** **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.** **2014 Intradepartmental transfers:**

**A.** **AI-44062** 2014 - Elections Dept. (1283)

**B.** **AI-44056** 2014 - Texas A&M AgriLife Extension Service (1100)

**C.** **AI-44058** 2014 - Executive Office (1100)

**D.** **AI-44050** 2014 - Tax Office (1100)

**E.** **AI-44012** 2014 - Sheriff's Office Federal Sharing - U.S. Department of Justice (Fund 1229)

**F.** **AI-43916** 2014 - Health & Human Services Dept. / T.B. Control (1293)

**G.** **AI-43878** 2014 - Health & Human Services Dept. / H.D. Adm. (1293)

**H.** **AI-43874** 2014 - Operation Stonegarden FY 2012 - City of Edinburg (1284)

**I.** **AI-43970** 2014 - Pct. #1 Admin. (1200)

**J.** **AI-43968** 2014 - Pct. #1 Rd. Maint. (1200)

**K.** **AI-44067** 2014 - Pct. #2 / CW Mech Shop (1200)

**L.** **AI-44066** 2014 - Pct #2 Parks (1100)

**M.** **AI-43942** 2014 - Pct. #4 Rd. Maint (1200)

**N.** **AI-43881** 2014 - Planning Dept. (1100)

**O.** **AI-43911** 2014 - County Clerk (1100)

**P.** **AI-43901** 2014 - Constable Pct. #2 (1100)

**Q.** **AI-43884** 2014 - Constable Pct. 3 LBSP (1284)

**R.** **AI-44070** 2014 - Constable Pct. #4 (1100)

**S.** **AI-43988** 2014 - WIC (1292)

**T.** **AI-43870** 2014 - IT Countywide (1100)

**U.** **AI-43955** 2014 - 449th District Court (1100)

**3.** **2014 Interdepartmental transfers:**

**A.** **AI-44064** BCAP Pct.4 (1312):
Approval of 2013 interdepartmental transfer from BCAP Contingency Road program no.000 to BCAP Hoehn Drive, program no.329, in the total amount of $19,572.11.

**B.** **AI-43917** DBM-Budget Div (1100):
Approval of 2014 interdepartmental transfer from Co. Wide Adm-Contingency to DBM - Budget Division in the amount of $7,546.00 to fund remodeling of front lobby.

**C.** **AI-44006** Pct.1 R&B (1200):
Approval of 2014 interdeparmental transfer within R&B Fund 1200 from program (052) to program (005) in the amount of $60,000.00.

**D.** **AI-43967** Pct.1 R&B (1200):
Approval of 2014 interdepartmental transfer within R&B Fund 1200 from program (052) to program (004) in the amount of $18,000.00.

**4.** **Interfund transfers:**

**A.** **AI-43864** Approval of 2014 interfund transfer from HIDTA Task Force (Fund 1252) to Constable Pct. 3 (Fund 1257) in the amount of $ 10,000.

**B.** **AI-44034** Precinct No.3 TxDOT (1315):
Approval of 2014 interfund transfer from CO's 1336 (prog 051) to TxDOT project (prog 071) in the total amount of $45,001.77

**5.** **Planning Department:**

**A.** **AI-44017** 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

**6.** **Executive Officer - Valde Guerra:**

**A.** **AI-43992** Approval of 457 plan hardship withdrawal request for employee #034339

**7.** **Membership Dues:**

**A.** **AI-43929** County Clerk's Office (1100):
1. Approval to pay the 2014 Governmental Collectors Association of Texas (GCAT) Membership renewal fees in the total amount of $450.00 ($50 each) for the following individuals, with the authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

2. Arturo Guajardo Jr. County Clerk, Annette Muñiz Chief Deputy, Noe Lopez Jr. Office Manager, Juan A. Perez Collections Supervisor, Jason Rohr Collections Analyst, Sylvia Gallegos Collections Enforcement Officer, Sylvia Reyes Collections Enforcement Officer, Arcy Morales Collections Enforcement Officer & Adrian Serna Collections Enforcement Officer

**8.** **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-44051** Acceptance and approval of the continuation of PC Software Agreement (reviewed and approved by legal as to form) between Gilbarco Inc. and Hidalgo County Sheriff's Office for the provision of software/maintenance support services of the PC1000 Equipment (0099034) Fuel Management Monitoring System (in place since 2004) so as to allow the Sheriff's Office in providing efficient accurate fuel reports including the continuation of services through the life term of the monitoring system in place by the Sheriff's Office to include the annual payment for term 2014-2015 and thereafter annually.

**B.** **AI-44011** 1. Requesting approval of payment for invoice # 11324781 in the amount of $38,557.50 submitted by L&G Consulting Engineers in connection to C-13-336-12-10 (PO# 703928) for the FM 1925 (Phase II) project.

2. Requesting approval of payment for invoice # 11324775 in the amount of $15,785.00 submitted by L&G Consulting Engineers in connection to C-13-178-08-20 (PO# 696996) for the FM 2220 Ware Rd. project.

3. Requesting approval of payment for invoice # 11324776 in the amount of $99,271.90 submitted by L&G Consulting Engineers in connection to C-12-126-10-16 (PO# 700265) for the 10th Street Extension project.

**C.** **AI-44032** Acceptance and approval to continue to utilize through the Texas Procurement and Support Service (TPASS) with the "Council on Government Cooperative's awarded vendor "U.S. Bank National Association" for the **Retail Fuel Card and Related Services** for emergency situations and/or travel outside the County by Hidalgo County through Contract #946-C1 (County Contract #C-12-158-06-05) with the new renewal term effective May 1, 2014 through April 30, 2015 as notified by the Council on Competitive Government.

**D.** **AI-43652** Acceptance and approval of request for payment of Invoice #20141825-F in the amount of $4,800.00-Work Authorization No. 3 as submitted by TEDSI Infrastructure Group for Professional Engineering services from January 1, 2014 to January 31, 2014-Contract #C-08-226-09-30-PO#695933.

**E.** **AI-43855** **CONSTABLE Pct. #1:**
Notification for clarification purposes of the new assigned purchase order #707013 with Holchemont, LTD as the general contractor-"Contract #C-12-028-07-24-CONSTRUCTION OF A NEW CONSTABLE BUILDING PRECINCT ONE" for Change Order Nos. 004 (CC 12/20/13-AI#42269) & Change Order No. 005 (CC 03/11/13-AI#43416) since original PO#680750 was liquidated due to HCCC acceptance of the Certificate of Substantial Completion on December 20, 2013.

**F.** **AI-43873** Requesting approval of payment for Invoice #2014-0045 (reimbursable) in the amount of $171.53 submitted by contracted architect, ERO Architects in connection with, " Pct. 2 Equipment & Maintenance Facility "C-13-096-07-09.

**G.** **AI-43879** Approval for Hidalgo County to exercise the last year extension option (as provided under the current contract) for "Roadway Light Fixtures and Equipment" for Hidalgo County Precincts No. 1 & No. 3, under the same rates, terms and conditions with Lumatec Lighting Service. (C-13-014-04-09)

**H.** **AI-43966** Requesting acceptance and approval of **Supplemental Agreement No. 1 to Work Authorization No. 1** submitted by **HALFF ASSOCIATES, INC.,** in the **(amount of $ 3,535.00, with revised total cost amount $ 50,535.00)** for the purposes of "engineering services" on the on-going Project: Electrical, Mechanical, and Structural Engineering design for Modifications to incorporate **Motorola and 911 Equipment at the Hidalgo County Sheriff's Office**, in connection to agreement# C-13-044-03-20 for the purposes of: "Building Repairs, Renovations and/or Alterations to County Owned Buildings" located within Precinct No. 4 (on an as needed basis).

**I.** **AI-43907** Acceptance & approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:

1. Invoice No. 11324774- $24,031.25 for "FM 494-Shary Road Project";
2. Invoice No. 11324777- $41,410.00 for "Mile 3";
3. Invoice No. 11324779- $ 459.55 for "Tom Gill/Liberty Rd Project";
4. Invoice No. 11324782- $96,117.00 for "Liberty Road Project";
5. Invoice No. 11324788- $ 4,346.00 for "La Homa ROW";
6. Invoice No. 11324790- $16,200.00 for "Mile 2 North-Inspiration to Moorefield Rd";
7. Invoice No. 11324791- $10,798.60 for "Mile 2-Moorfield Rd West to SH364"

**J.** **AI-43894** Requesting approval to exercise the option to renew/extend the first of two (2), one (1) year terms as stipulated and provided in the contract under the same rates, terms and conditions for "Flexible Base Material (Crushed Caliche)" for Hidalgo County Precincts No. 1, 2 and 4 with Martin Marietta (C-13-018-04-30) and Precincts 1 & 3 with Frontera Materials (C-13-018a-04-30).

**K.** **AI-43888** Requesting authority to purchase staff portraits (8) 8"x10" at $25.00/each, (2) 5"x7" at $25.00/sheet, (1) CD of Images at $50.00 plus a portrait sitting fee of $35.00/each with Treviño's Digital Photography, Inc. through requisition #253789.

**L.** **AI-43993** Accepance and approval of the sixty (60) grace period extension as provided under Section III of Contract#C-10-343-05-10 with First Southwest Company for the provision of "Financial Services-Hidalgo County" with same rates, terms and conditions so as to have no lapse in services while evaluation and procurement process is completed.

**AI-44099** **1.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

**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.)

BACKGROUND

Attachments

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Form Review

Form Started By: Monica Badillo Started On: 04/14/2014 05:09 PM

Final Approval Date: 04/14/2014

## Approval of Check Register as Summarized Below

**April 15th, 2014**

| Bank Account | Fund | Start Ck # | End Ck # | | Amount |
|---|---|---|---|---|---|
| 01 | General Fund | 396033 | 396365 | | 535,802.01 |
| 02 | Special Revenue | 392694 | 392912 | | 868,919.39 |
| 04 | Capital Projects | 15469 | 15478 | | 986,319.79 |
| 05 | Trust & Agency | 23464 | 23467 | | 9,144.46 |
| 07 | Proprietary | 5887 | 5890 | | 15,571.38 |
| 15 | Urban County | 29151 | 29170 | | 334,543.16 |
| | | | Total checks | | **2,750,300.19** |
| **Ach Withdrawals for:** | | | | | |
| General Fund | | | ITEMS: | 1 | 1,563,861.84 |
| Trust & Agency Funds | | | ITEMS: | 1 | 8,660.57 |
| Proprietary Funds | | | ITEMS: | 2 | 646,891.65 |
| | | | Total withdrawals: | | 2,219,414.06 |
| **Bank Internal Transfer for:** | | | | | |
| General Fund | | | ITEMS: | 3 | 1,499,800.87 |
| | | | Total transfers: | | 1,499,800.87 |
| | | | Total electronic payments: | | 3,719,214.93 |
| | | | **Grand Total:** | | **6,469,515.12** |

**ACH Withdrawals**

| Date | To | For | From | Amount |
|---|---|---|---|---|
| 04/10/14 | Texas Class Investment Pool | Tax Office Motor Vehicle | Gerneral Fund | 1,563,861.84 |
| | | | **Total General** | 1,563,861.84 |
| 04/09/14 | Esimpkins | 457 Reg. P/R PP07 | Trust & Agency Fund | 8,660.57 |
| | | | **Total Trust & Agency** | 8,660.57 |
| 04/09/14 | TriStar Risk Mgnt | Workers Compensation | Proprietary Fund | 59,603.92 |
| 04/09/14 | Blue Cross Blue Shield | Health Insurance Claims | Proprietary Fund | 587,287.73 |
| | | | **Total Proprietary** | 646,891.65 |
| | | | **Total ACH Withdrawal** | 2,219,414.06 |

**Bank Internal Transfers**

| Date | To | For | From | Amount |
|---|---|---|---|---|
| 04/11/14 | Payroll Fund | Elected Officials PP07 | General Fund | 120,876.13 |
| 04/11/14 | Trust & Agency Fund | Elected Officials PP07 | General Fund | 105,390.98 |
| 04/10/14 | Tax Office Motor Vehicle | Return of Principal Investment | General Fund | 1,273,533.76 |
| | | | **Total General** | 1,499,800.87 |
| | | | **Total Bank Transfers** | 1,499,800.87 |
| | | | **Grand Total** | 3,719,214.93 |

A/P Summary Check Register FPREG01A

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 01 | 00396033 | 293.25 | 04/15/14 | 343277 CITIBANK | C |
| 01 | 00396034 | 341.55 | 04/15/14 | 369454 EMBASSY SUITES SAN MARCOS | C |
| 01 | 00396035 | 341.55 | 04/15/14 | 369454 EMBASSY SUITES SAN MARCOS | C |
| 01 | 00396036 | 350.00 | 04/15/14 | 353795 FBI - LEEDA | C |
| 01 | 00396037 | 506.56 | 04/15/14 | 184799 GARCIA, NORMA G. | C |
| 01 | 00396038 | 225.00 | 04/15/14 | 411345 GIDLEE TEX INVESTMENTS, INC. | C |
| 01 | 00396039 | 225.00 | 04/15/14 | 411345 GIDLEE TEX INVESTMENTS, INC. | C |
| 01 | 00396040 | 225.00 | 04/15/14 | 411345 GIDLEE TEX INVESTMENTS, INC. | C |
| 01 | 00396041 | 225.00 | 04/15/14 | 411345 GIDLEE TEX INVESTMENTS, INC. | C |
| 01 | 00396042 | 225.00 | 04/15/14 | 411345 GIDLEE TEX INVESTMENTS, INC. | C |
| 01 | 00396043 | 225.00 | 04/15/14 | 411345 GIDLEE TEX INVESTMENTS, INC. | C |
| 01 | 00396044 | 197.00 | 04/15/14 | 342661 HINOJOSA, LAURA | C |
| 01 | 00396045 | 345.00 | 04/15/14 | 334464 HOTEL USA PARTNERS LLC | C |
| 01 | 00396046 | 375.00 | 04/15/14 | 422487 INTERNATIONAL ASSOCIATION FOR PROPERTY | C |
| 01 | 00396047 | 495.03 | 04/15/14 | 253847 RAMON, ISRAEL JR. | C |
| 01 | 00396048 | 209.00 | 04/15/14 | 299871 RAMOS, ESTANISLADO III | C |
| 01 | 00396049 | 477.00 | 04/15/14 | 340634 AUSTIN CAPITOL HOTEL LLC | C |
| 01 | 00396050 | 552.00 | 04/15/14 | 399671 SWD OPERATION COMPANY | C |
| 01 | 00396051 | 390.00 | 04/15/14 | 193763 THE UNIVERSITY OF TEXAS AT AUSTIN | C |
| 01 | 00396052 | 117.00 | 04/15/14 | 339245 VANHOOK, NILDA | C |
| 01 | 00396053 | 120.00 | 04/15/14 | 177121 VASQUEZ, HOMER | C |
| 01 | 00396054 | 299.00 | 04/15/14 | 422258 eCIVIS, INC. | C |
| 01 | 00396055 | 1,535.00 | 04/15/14 | 221562 HALFF ASSOCIATES, INC. | C |
| 01 | 00396056 | 4.77 | 04/15/14 | 229334 CITY OF DONNA | C |
| 01 | 00396057 | 10.41 | 04/15/14 | 229334 CITY OF DONNA | C |
| 01 | 00396058 | 5.44 | 04/15/14 | 10197 CITY OF EDINBURG | C |
| 01 | 00396059 | 5.07 | 04/15/14 | 398756 CITY OF RIO GRANDE CITY | C |
| 01 | 00396060 | 3,797.50 | 04/15/14 | 359211 GONZALEZ, AMANDO O. | C |
| 01 | 00396061 | 395.95 | 04/15/14 | 91987 PUEBLO TIRES LTD | C |
| 01 | 00396062 | 600.00 | 04/15/14 | 214531 SOS TECHNOLOGIES | C |
| 01 | 00396063 | 5,756.00 | 04/15/14 | 184012 SOUTHWEST KEY PROGRAMS, INC. | C |
| 01 | 00396064 | 13.94 | 04/15/14 | 263494 TORRES, FELIPA | C |
| 01 | 00396065 | 1,218.36 | 04/15/14 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 01 | 00396066 | 113.97 | 04/15/14 | 287024 VERIZON WIRELESS | C |
| 01 | 00396067 | 2,415.00 | 04/15/14 | 139815 ALANIS, RICARDO | C |
| 01 | 00396068 | 5,205.00 | 04/15/14 | 201979 ALEMAN, JAIME | C |
| 01 | 00396069 | 1,925.00 | 04/15/14 | 23019 ALEXANDER, MARK | C |
| 01 | 00396070 | 3,632.50 | 04/15/14 | 375454 ALEXANDER, PAMELA S. | C |
| 01 | 00396071 | 2,995.00 | 04/15/14 | 419397 ANAYA LAW FIRM PLLC | C |
| 01 | 00396072 | 200.00 | 04/15/14 | 329134 BARBOSA, ALBERTO | C |
| 01 | 00396073 | 1,432.50 | 04/15/14 | 299375 LAURA MARTINEZ BARBOSA | C |
| 01 | 00396074 | 7,980.00 | 04/15/14 | 205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C. | C |
| 01 | 00396075 | 2,200.00 | 04/15/14 | 315532 CARLOS E. ORTEGON, P.C. | C |
| 01 | 00396076 | 1,382.50 | 04/15/14 | 348147 EDNA ESCANAME CEDILLO | C |
| 01 | 00396077 | 975.00 | 04/15/14 | 406481 CHUGANI, HITESH K. | C |
| 01 | 00396078 | 1,942.50 | 04/15/14 | 319848 COLEGIO, ROBERTO | C |
| 01 | 00396079 | 1,395.00 | 04/15/14 | 222232 LAW OFFICE OF M. TERESA CORONADO | C |
| 01 | 00396080 | 200.00 | 04/15/14 | 421391 CRUZ, DEBBIE | C |
| 01 | 00396081 | 1,725.00 | 04/15/14 | 413798 DE LA FUENTE & SOLIS, P.L.L.C. | C |
| 01 | 00396082 | 450.00 | 04/15/14 | 398519 DE LA GARZA, RAFAEL III | C |
| 01 | 00396083 | 2,285.00 | 04/15/14 | 181552 DELLA FAY PEREZ, PLLC | C |
| 01 | 00396084 | 100.00 | 04/15/14 | 213837 DIAZ, MELINDA | C |
| 01 | 00396085 | 2,240.00 | 04/15/14 | 322555 ESPINOSA, PILAR V. | C |
| 01 | 00396086 | 1,110.00 | 04/15/14 | 208809 ESQUIVEL, ROEL | C |
| 01 | 00396087 | 800.00 | 04/15/14 | 333034 FLORES, ABIEL | C |

A/P Summary Check Register FPREG01A

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 01 | 00396088 | 4,082.51 | 04/15/14 | 249378 OSCAR RENE FLORES, P.C. | C |
| 01 | 00396089 | 835.00 | 04/15/14 | 365041 RENE A. FLORES | C |
| 01 | 00396090 | 200.00 | 04/15/14 | 420450 FULDA, CHAD | C |
| 01 | 00396091 | 572.50 | 04/15/14 | 217743 LAW OFFICE OF DALINDA B. GARCIA | C |
| 01 | 00396092 | 100.00 | 04/15/14 | 241873 JAIME ROEL GARCIA | C |
| 01 | 00396093 | 900.00 | 04/15/14 | 348805 GARZA & PENA, PLLC | C |
| 01 | 00396094 | 300.00 | 04/15/14 | 406864 GARZA GARCIA, PLLC | C |
| 01 | 00396095 | 840.00 | 04/15/14 | 145882 ABEL GARZA ATTORNEY AT LAW | C |
| 01 | 00396096 | 1,440.00 | 04/15/14 | 19062 GOMEZ, JOSE ANTONIO | C |
| 01 | 00396097 | 1,300.00 | 04/15/14 | 181188 GONZALES, FRANCISCO E. JR. | C |
| 01 | 00396098 | 1,000.00 | 04/15/14 | 411400 THE LAW OFFICE OF RICHARD D. GONZALES PC | C |
| 01 | 00396099 | 4,000.00 | 04/15/14 | 251607 LAW OFFICE OF NOEL GONZALEZ | C |
| 01 | 00396100 | 500.00 | 04/15/14 | 385158 GUERRA, ARMANDO M. | C |
| 01 | 00396101 | 200.00 | 04/15/14 | 417564 GUERRERO, JOSE ROBERTO | C |
| 01 | 00396102 | 2,015.00 | 04/15/14 | 317055 LAW OFFICE OF LILLY A GUTIERREZ | C |
| 01 | 00396103 | 200.00 | 04/15/14 | 412406 HELLER, URI AARON | C |
| 01 | 00396104 | 625.00 | 04/15/14 | 350095 HERNANDEZ, AGUSTIN JR | C |
| 01 | 00396105 | 1,500.00 | 04/15/14 | 215724 LAW OFFICE OF ABEL HINOJOSA | C |
| 01 | 00396106 | 7,972.50 | 04/15/14 | 179094 JEANNE E. HOLMES, P.C. | C |
| 01 | 00396107 | 400.00 | 04/15/14 | 404217 JARVIS, JASON C. | C |
| 01 | 00396108 | 3,573.25 | 04/15/14 | 390232 LAW OFFICE OF CARLOS R. GALVAN | C |
| 01 | 00396109 | 1,087.50 | 04/15/14 | 123307 LAW OFFICE OF ELBA ROCHA, PLLC | C |
| 01 | 00396110 | 4,650.00 | 04/15/14 | 92096 LAW OFFICE OF ELOY SEPULVEDA | C |
| 01 | 00396111 | 770.00 | 04/15/14 | 292346 LAW OFFICE OF LUIS M. SINGLETERRY | C |
| 01 | 00396112 | 250.00 | 04/15/14 | 322644 LAW OFFICE OF RODRIGO GARZA, JR, PLLC | C |
| 01 | 00396113 | 870.00 | 04/15/14 | 319309 LAW OFFICE OF TRACI LYNN EVANS | C |
| 01 | 00396114 | 400.00 | 04/15/14 | 385174 LAW OFFICES OF DAVID LEE MCGEE P.C. | C |
| 01 | 00396115 | 1,350.00 | 04/15/14 | 114383 LONGORIA, DANIEL Q. | C |
| 01 | 00396116 | 700.00 | 04/15/14 | 266418 LOPEZ, MIGUEL JR. | C |
| 01 | 00396117 | 600.00 | 04/15/14 | 353582 LOPEZ, TEODULO L. JR. | C |
| 01 | 00396118 | 200.00 | 04/15/14 | 353582 LOPEZ, TEODULO L. JR. | C |
| 01 | 00396119 | 600.00 | 04/15/14 | 307742 MARTINEZ, ARMANDO P. | C |
| 01 | 00396120 | 2,290.00 | 04/15/14 | 368903 MICHAEL D. TUTTLE, PLLC | C |
| 01 | 00396121 | 3,047.50 | 04/15/14 | 251127 LAW OFFICE OF MELISSA RIOS MONTES | C |
| 01 | 00396122 | 1,132.50 | 04/15/14 | 265543 LAW OFFICE OF DANIEL MORA, III | C |
| 01 | 00396123 | 3,757.50 | 04/15/14 | 226297 MORALES-MARTINEZ, NEREYDA | C |
| 01 | 00396124 | 1,000.00 | 04/15/14 | 382647 JORGE MUNOZ | C |
| 01 | 00396125 | 350.00 | 04/15/14 | 253871 OSORIO, ALBERTO | C |
| 01 | 00396126 | 1,775.00 | 04/15/14 | 296201 PALACIOS & ASSOCIATES, P.C. | C |
| 01 | 00396127 | 2,300.00 | 04/15/14 | 332232 PALACIOS & LOVE, ATTORNEYS AT LAW | C |
| 01 | 00396128 | 2,295.00 | 04/15/14 | 156434 PALACIOS, TORIBIO | C |
| 01 | 00396129 | 1,925.00 | 04/15/14 | 402320 PENA LAW GROUP, PLLC | C |
| 01 | 00396130 | 200.00 | 04/15/14 | 347752 JUDITH PENA-MORALES | C |
| 01 | 00396131 | 497.50 | 04/15/14 | 143456 LAW OFFICE OF GEORGE PITCHFORD | C |
| 01 | 00396132 | 1,400.00 | 04/15/14 | 325805 LAW OFFICE OF ROBERTO D. PUENTE | C |
| 01 | 00396133 | 105.00 | 04/15/14 | 209783 RAMIREZ, CARMEN B. | C |
| 01 | 00396134 | 450.00 | 04/15/14 | 291749 RAMIREZ, JOSE ALBINO | C |
| 01 | 00396135 | 1,775.00 | 04/15/14 | 159328 RAMIREZ, LUIS R. | C |
| 01 | 00396136 | 460.00 | 04/15/14 | 95982 RAMIREZ, MARIO | C |
| 01 | 00396137 | 1,417.50 | 04/15/14 | 145246 RAMIREZ, RUBEN | C |
| 01 | 00396138 | 700.00 | 04/15/14 | 407399 REGALADO, LUCY | C |
| 01 | 00396139 | 3,185.00 | 04/15/14 | 182273 REYES, DANIEL R. | C |
| 01 | 00396140 | 850.00 | 04/15/14 | 360279 THE LAW OFFICE OF SAMUEL REYES | C |
| 01 | 00396141 | 672.50 | 04/15/14 | 98655 RICHARD GARZA, ATTORNEY AT LAW | C |
| 01 | 00396142 | 1,837.50 | 04/15/14 | 255599 RODRIGUEZ, BERTHA ISABEL | C |

| Bank | Check No | Amount | Date | Vendor | | Type |
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| 01 | 00396143 | 1,610.00 | 04/15/14 | 10871 | RODRIGUEZ, EMILIO JR. | C |
| 01 | 00396144 | 617.50 | 04/15/14 | 256463 | RODRIGUEZ, JOHN J. | C |
| 01 | 00396145 | 1,035.00 | 04/15/14 | 248614 | SAENZ, DAVID | C |
| 01 | 00396146 | 375.00 | 04/15/14 | 353477 | SAHADI, JAMES M. | C |
| 01 | 00396147 | 540.00 | 04/15/14 | 317063 | ROBERT J. SALINAS | C |
| 01 | 00396148 | 965.00 | 04/15/14 | 212725 | SOLIS, JAVIER E. | C |
| 01 | 00396149 | 565.00 | 04/15/14 | 382442 | THE LOREDO LAW FIRM PLLC | C |
| 01 | 00396150 | 1,155.00 | 04/15/14 | 368067 | TIJERINA LAW FIRM PC | C |
| 01 | 00396151 | 3,730.00 | 04/15/14 | 320102 | LAW OFFICE OF LAURO B. TREJO III | C |
| 01 | 00396152 | 200.00 | 04/15/14 | 222518 | LAW OFFICE OF GREGORIO TREVINO | C |
| 01 | 00396153 | 1,070.00 | 04/15/14 | 383678 | THE VARGAS LAW FIRM | C |
| 01 | 00396154 | 3,600.00 | 04/15/14 | 204927 | VASQUEZ, LIBRADO KENO | C |
| 01 | 00396155 | 400.00 | 04/15/14 | 181536 | LAW OFFICE OF OSCAR VEGA | C |
| 01 | 00396156 | 757.50 | 04/15/14 | 295973 | LAW OFFICE OF LENNARD K WHITTAKER | C |
| 01 | 00396157 | 161.20 | 04/15/14 | 401374 | AIM MEDIA TEXAS OPERATING, LLC | C |
| 01 | 00396158 | 456.44 | 04/15/14 | 401374 | AIM MEDIA TEXAS OPERATING, LLC | C |
| 01 | 00396159 | 6,744.56 | 04/15/14 | 401374 | AIM MEDIA TEXAS OPERATING, LLC | C |
| 01 | 00396160 | 65.10 | 04/15/14 | 399140 | ALARM SECURITY GROUP LLC | C |
| 01 | 00396161 | 85.21 | 04/15/14 | 318973 | ALLIED WASTE SERVICES | C |
| 01 | 00396162 | 299.88 | 04/15/14 | 282006 | ALM MEDIA, LLC | C |
| 01 | 00396163 | 52.02 | 04/15/14 | 1864 | AMIGO POWER EQUIPMENT | C |
| 01 | 00396164 | 38,684.06 | 04/15/14 | 302465 | ARGUINDEGUI OIL CO II LTD | C |
| 01 | 00396165 | 97.64 | 04/15/14 | 328626 | AT&T | C |
| 01 | 00396166 | 127.51 | 04/15/14 | 328626 | AT&T | C |
| 01 | 00396167 | 179.41 | 04/15/14 | 328626 | AT&T | C |
| 01 | 00396168 | 229.82 | 04/15/14 | 278378 | AT&T LONG DISTANCE | C |
| 01 | 00396169 | 44.40 | 04/15/14 | 366501 | AT&T MOBILITY | C |
| 01 | 00396170 | 10,130.90 | 04/15/14 | 2666 | ATLAS, HALL & RODRIGUEZ, L.L.P | C |
| 01 | 00396171 | 4,823.00 | 04/15/14 | 342009 | AUTOPSY SVCS & EXPERT TESTIMONY, PLLC | C |
| 01 | 00396172 | 1,259.37 | 04/15/14 | 337412 | AUTOZONE | C |
| 01 | 00396173 | 399.80 | 04/15/14 | 284858 | BARNES & NOBLE | C |
| 01 | 00396174 | 776.00 | 04/15/14 | 4081 | BORDERLAND HARDWARE OF MERCEDES, INC. | C |
| 01 | 00396175 | 975.95 | 04/15/14 | 372099 | BROWNELLS, INC. | C |
| 01 | 00396176 | 119.49 | 04/15/14 | 4537 | BURTON AUTO SUPPLY, INC | C |
| 01 | 00396177 | 122.10 | 04/15/14 | 179272 | CANON FINANCIAL SERVICES INC. | C |
| 01 | 00396178 | 155.79 | 04/15/14 | 179272 | CANON FINANCIAL SERVICES INC. | C |
| 01 | 00396179 | 2,313.14 | 04/15/14 | 261726 | CARRIER SALES AND DISTRIBUTION, LLC | C |
| 01 | 00396180 | 2,268.34 | 04/15/14 | 153915 | CDW GOVERNMENT INC. | C |
| 01 | 00396181 | 1,580.00 | 04/15/14 | 328197 | CHARM TEX, INC. | C |
| 01 | 00396182 | 469.00 | 04/15/14 | 255521 | CHILDREN'S ADVOCACY CENTER OF HIDALGO | C |
| 01 | 00396183 | 139.26 | 04/15/14 | 390941 | CHIUMINATTO, MARTIN J. JR. | C |
| 01 | 00396184 | 2,200.00 | 04/15/14 | 6513 | CITY OF EDINBURG | C |
| 01 | 00396185 | 127.51 | 04/15/14 | 6513 | CITY OF EDINBURG | C |
| 01 | 00396186 | 425.04 | 04/15/14 | 10197 | CITY OF EDINBURG | C |
| 01 | 00396187 | 98.53 | 04/15/14 | 10197 | CITY OF EDINBURG | C |
| 01 | 00396188 | 2,524.82 | 04/15/14 | 10197 | CITY OF EDINBURG | C |
| 01 | 00396189 | 240.00 | 04/15/14 | 6599 | CITY OF MCALLEN | C |
| 01 | 00396190 | 246.70 | 04/15/14 | 6637 | CITY OF MISSION | C |
| 01 | 00396191 | 53.88 | 04/15/14 | 6637 | CITY OF MISSION | C |
| 01 | 00396192 | 119.43 | 04/15/14 | 169447 | CITY OF WESLACO | C |
| 01 | 00396193 | 400.00 | 04/15/14 | 234303 | COHRS, RICHARD | C |
| 01 | 00396194 | 2,100.00 | 04/15/14 | 268925 | CO JUDGES & COMMISSIONERS ASSC OF TX | C |
| 01 | 00396195 | 218.36 | 04/15/14 | 270563 | CPL RETAIL ENERGY, LP | C |
| 01 | 00396196 | 412.50 | 04/15/14 | 355372 | CTC DISTRIBUTING, LTD | C |
| 01 | 00396197 | 725.00 | 04/15/14 | 250562 | DANABY RENTALS, INC. | C |

| Bank | Check No | Amount | Date | Vendor | Type |
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| 01 | 00396198 | 240.00 | 04/15/14 | 300136 DRISCOLL PHYSICIANS GROUP | C |
| 01 | 00396199 | 1,528.12 | 04/15/14 | 326577 E.R. PAINT SHOP | C |
| 01 | 00396200 | 2,629.11 | 04/15/14 | 275875 EAN HOLDINGS, LLC | C |
| 01 | 00396201 | 19.59 | 04/15/14 | 11908 FEDEX | C |
| 01 | 00396202 | 317.20 | 04/15/14 | 332348 FOUR PAWS ANIMAL HOSPITAL | C |
| 01 | 00396203 | 42.71 | 04/15/14 | 13161 SOUTH TEXAS DIESEL SERVICE, INC. | C |
| 01 | 00396204 | 290.90 | 04/15/14 | 321826 G & K SERVICE INC. | C |
| 01 | 00396205 | 917.18 | 04/15/14 | 321826 G & K SERVICE INC. | C |
| 01 | 00396206 | 32.00 | 04/15/14 | 321826 G & K SERVICE INC. | C |
| 01 | 00396207 | 28.00 | 04/15/14 | 376108 GARZA, DIANNA | C |
| 01 | 00396208 | 406.71 | 04/15/14 | 13897 GATEWAY PRINTING & OFFICE SUPPLY, INC. | C |
| 01 | 00396209 | 938.44 | 04/15/14 | 13897 GATEWAY PRINTING & OFFICE SUPPLY, INC. | C |
| 01 | 00396210 | 2,672.81 | 04/15/14 | 244899 GUERRA, LEEDS, SABO & HERNANDEZ, PLLC | C |
| 01 | 00396211 | 1,555.85 | 04/15/14 | 15253 GULF COAST PAPER CO. | C |
| 01 | 00396212 | 3,516.00 | 04/15/14 | 15261 GULF DATA PRODUCTS | C |
| 01 | 00396213 | 650.08 | 04/15/14 | 201367 H & H GOLF CARTS, INC. | C |
| 01 | 00396214 | 653.76 | 04/15/14 | 252468 HACIENDA FORD | C |
| 01 | 00396215 | 3,160.00 | 04/15/14 | 296627 HENRY SCHEIN, INC. | C |
| 01 | 00396216 | 187.04 | 04/15/14 | 423017 HERNANDEZ, ARTURO A. | C |
| 01 | 00396217 | 24,480.00 | 04/15/14 | 16357 HIDALGO CO. DISTRICT CLERK | C |
| 01 | 00396218 | 14.20 | 04/15/14 | 198331 HIDALGO COUNTY IRRIGATION DIST. #2 | C |
| 01 | 00396219 | 22.99 | 04/15/14 | 285218 I.K. GUNADI, M.D. P.A. | C |
| 01 | 00396220 | 600.00 | 04/15/14 | 265152 IDOCKET.COM | C |
| 01 | 00396221 | 1,087.24 | 04/15/14 | 405078 INDUSTRIAL DISTRIBUTION GROUP | C |
| 01 | 00396222 | 605.91 | 04/15/14 | 179442 IVAN'S AUTOMOTIVE | C |
| 01 | 00396223 | 1,292.45 | 04/15/14 | 262447 JOHNSON SUPPLY | C |
| 01 | 00396224 | 29.99 | 04/15/14 | 253324 JOHNSTONE SUPPLY-PHARR | C |
| 01 | 00396225 | 1,098.04 | 04/15/14 | 296333 JOSE M. MARINA, D.O., P.A. | C |
| 01 | 00396226 | 9,675.00 | 04/15/14 | 20567 LA JOYA VOLUNTEER FIRE DEPT. | C |
| 01 | 00396227 | 834.24 | 04/15/14 | 119784 LABATT FOOD SERVICE | C |
| 01 | 00396228 | 871.73 | 04/15/14 | 236101 LABORATORY CORPORATION OF AMERICA | C |
| 01 | 00396229 | 132.60 | 04/15/14 | 170879 LAW FIRM OF RAY, WOOD AND BONILLA | C |
| 01 | 00396230 | 60.00 | 04/15/14 | 141062 LEE'S PHARMACY & MEDICAL EQUIPMENT CO. | C |
| 01 | 00396231 | 104.18 | 04/15/14 | 222712 LINEBARGER, HEARD, BLAIN, GRAHAM, PENA & | C |
| 01 | 00396232 | 61.43 | 04/15/14 | 143731 LONE STAR OVERNIGHT | C |
| 01 | 00396233 | 975.00 | 04/15/14 | 404462 LOPEZ, CATALINA | C |
| 01 | 00396234 | 2,166.36 | 04/15/14 | 367176 MAACO COLLISION | C |
| 01 | 00396235 | 2,250.00 | 04/15/14 | 363626 MADRIGAL, ALEX JR. | C |
| 01 | 00396236 | 9,262.48 | 04/15/14 | 22438 MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 01 | 00396237 | 24,733.19 | 04/15/14 | 22438 MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 01 | 00396238 | 4,438.94 | 04/15/14 | 22438 MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 01 | 00396239 | 313.99 | 04/15/14 | 321451 MARIA E. RODRIGUEZ | C |
| 01 | 00396240 | 360.00 | 04/15/14 | 411450 MARTINEZ, MERAB ALEXANDRA | C |
| 01 | 00396241 | 280.84 | 04/15/14 | 23493 MATT'S CASH & CARRY | C |
| 01 | 00396242 | 1,488.15 | 04/15/14 | 266264 MCALLEN HOSPITALS, L.P. | C |
| 01 | 00396243 | 1,186.58 | 04/15/14 | 224529 MCCOY'S BUILDING SUPPLY | C |
| 01 | 00396244 | 99.80 | 04/15/14 | 194948 MCCOY'S BUILDING SUPPLY CTR | C |
| 01 | 00396245 | 183.60 | 04/15/14 | 114154 MCM SPORTING GOODS, INC. | C |
| 01 | 00396246 | 321.00 | 04/15/14 | 176729 MIKE YOUNG BUSINESS FORMS | C |
| 01 | 00396247 | 210.00 | 04/15/14 | 125334 MINGO'S CAR KLINIC & DETAILING | C |
| 01 | 00396248 | 1,098.63 | 04/15/14 | 24996 MISSION AUTO ELECTRIC, INC. | C |
| 01 | 00396249 | 3,009.57 | 04/15/14 | 25097 MISSION HOSPITAL, INC | C |
| 01 | 00396250 | 1,325.88 | 04/15/14 | 275506 MOBILE RELAYS PARTNERS, LTD. | C |
| 01 | 00396251 | 551.86 | 04/15/14 | 388467 MODEL LAUNDRY, LLC | C |
| 01 | 00396252 | 11.20 | 04/15/14 | 292508 MOLINA, HILDA | C |

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| 01 | 00396253 | 5.60 | 04/15/14 | 407488 | MOLINA, PATRICIA ANN | C |
| 01 | 00396254 | 270.63 | 04/15/14 | 72745 | MONTALVO INSURANCE AGENCY, INC. | C |
| 01 | 00396255 | 142.00 | 04/15/14 | 72745 | MONTALVO INSURANCE AGENCY, INC. | C |
| 01 | 00396256 | 718.78 | 04/15/14 | 414492 | MOUNTAIN GLACIER, LLC | C |
| 01 | 00396257 | 194.40 | 04/15/14 | 294144 | MSC INDUSTRIAL SUPPLY CO. | C |
| 01 | 00396258 | 17.92 | 04/15/14 | 359548 | MUNOZ, JOSE | C |
| 01 | 00396259 | 12,053.00 | 04/15/14 | 421863 | NOLTING, KEVIN V. | C |
| 01 | 00396260 | 407.25 | 04/15/14 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00396261 | 272.58 | 04/15/14 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00396262 | 95.13 | 04/15/14 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00396263 | 96.18 | 04/15/14 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00396264 | 168.75 | 04/15/14 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00396265 | 96.18 | 04/15/14 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00396266 | 28.86 | 04/15/14 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00396267 | 25.23 | 04/15/14 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
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| 01 | 00396270 | 52.79 | 04/15/14 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00396271 | 122.02 | 04/15/14 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00396272 | 30.51 | 04/15/14 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00396273 | 8,257.00 | 04/15/14 | 182834 | NTC DRUG TESTING SERVICES, INC. | C |
| 01 | 00396274 | 3,629.23 | 04/15/14 | 221945 | O'REILLY AUTOMOTIVE STORES, INC. | C |
| 01 | 00396275 | 312.07 | 04/15/14 | 312231 | OFFICE DEPOT | C |
| 01 | 00396276 | 1,200.00 | 04/15/14 | 296201 | PALACIOS & ASSOCIATES, P.C. | C |
| 01 | 00396277 | 7,463.04 | 04/15/14 | 247448 | PERFORMANCE FOOD GROUP OF TEXAS-VICTORIA | C |
| 01 | 00396278 | 1,665.00 | 04/15/14 | 14966 | GREGORIO PINA, III, PH.D. | C |
| 01 | 00396279 | 1,155.00 | 04/15/14 | 344478 | PITNEY BOWES GLOBAL FINANCIAL SRVS LLC | C |
| 01 | 00396280 | 301.57 | 04/15/14 | 344478 | PITNEY BOWES GLOBAL FINANCIAL SRVS LLC | C |
| 01 | 00396281 | 576.00 | 04/15/14 | 344478 | PITNEY BOWES, INC. | C |
| 01 | 00396282 | 126.20 | 04/15/14 | 332755 | PRECISION DELTA CORP | C |
| 01 | 00396283 | 240.00 | 04/15/14 | 274615 | PRO-TECH PEST CONTROL | C |
| 01 | 00396284 | 2,237.00 | 04/15/14 | 43192 | R.E. FRIEDRICHS CO | C |
| 01 | 00396285 | 70.19 | 04/15/14 | 361003 | RAY FULP ORTHOPEDICS, PA | C |
| 01 | 00396286 | 546.90 | 04/15/14 | 371807 | REGION 1 REPAIR, LLC | C |
| 01 | 00396287 | 1,352.72 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00396288 | 2,211.04 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00396289 | 551.09 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00396290 | 17.00 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00396291 | 14.29 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
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| 01 | 00396293 | 46.62 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00396294 | 15.79 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00396295 | 228.76 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00396296 | 94.76 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00396297 | 31.59 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00396298 | 55.20 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00396299 | 55.20 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00396300 | 29.11 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00396301 | 60.99 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00396302 | 268.17 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00396303 | .28 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00396304 | 138.07 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00396305 | 10.11 | 04/15/14 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00396306 | 90.35 | 04/15/14 | 403997 | RFC RADIOLOGY ASSOCIATES, LLC | C |
| 01 | 00396307 | 1,313.80 | 04/15/14 | 399566 | RICOH USA, INC. | C |

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| 01 | 00396308 | 601.95 | 04/15/14 | 399566 RICOH USA, INC. | C |
| 01 | 00396309 | 267.00 | 04/15/14 | 31003 RIO GRANDE PLUMBING SUPPLY INC. | C |
| 01 | 00396310 | 1,048.94 | 04/15/14 | 403750 RIO PAPER & SUPPLY, LLC | C |
| 01 | 00396311 | 19.60 | 04/15/14 | 377015 ROBLEDO, NORMA E. | C |
| 01 | 00396312 | .10 | 04/15/14 | 422924 ROSSER, MICHAEL A. | C |
| 01 | 00396313 | 270.00 | 04/15/14 | 407968 RURAL HEALTH SOLUTIONS | C |
| 01 | 00396314 | 183.50 | 04/15/14 | 380032 SAFETY VISION | C |
| 01 | 00396315 | 432.98 | 04/15/14 | 177237 SALAZAR, MARTHA L. | C |
| 01 | 00396316 | 336.00 | 04/15/14 | 399981 SANCHEZ, ROBERT | C |
| 01 | 00396317 | 40.00 | 04/15/14 | 34088 SHARYLAND WATER SUPPLY CORP | C |
| 01 | 00396318 | 170.00 | 04/15/14 | 387878 HERMANSEN, AMY | C |
| 01 | 00396319 | 59.90 | 04/15/14 | 34797 SOUTH TEXAS COMMUNICATIONS, INC. | C |
| 01 | 00396320 | 39.69 | 04/15/14 | 178586 SOUTHERN BONE & JOINT CENTER ASSOCIATES | C |
| 01 | 00396321 | 309.93 | 04/15/14 | 35173 SPIKES MOTOR COMPANY | C |
| 01 | 00396322 | 12,139.92 | 04/15/14 | 319449 STAPLES ADVANTAGE | C |
| 01 | 00396323 | 590.41 | 04/15/14 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 01 | 00396324 | 400.00 | 04/15/14 | 35351 STATE BAR OF TEXAS | C |
| 01 | 00396325 | 2,765.00 | 04/15/14 | 133655 SUPERIOR ALARMS | C |
| 01 | 00396326 | 315.00 | 04/15/14 | 133655 SUPERIOR ALARMS | C |
| 01 | 00396327 | 14.50 | 04/15/14 | 336319 SUPERIOR OIL EXPRESS | C |
| 01 | 00396328 | 1,351.69 | 04/15/14 | 114243 SYSCO INC. | C |
| 01 | 00396329 | 12.00 | 04/15/14 | 102032 TEXAS DEPARTMENT OF AGRICULTURE | C |
| 01 | 00396330 | 100.00 | 04/15/14 | 337161 TEXAS DEPARTMENT OF STATE HLTH ZZ109-180 | C |
| 01 | 00396331 | 1,360.00 | 04/15/14 | 369039 TEXAS LAND RECLAMATION LLC | C |
| 01 | 00396332 | 36.00 | 04/15/14 | 341088 TEXAS MUNICIPAL COURT JUSTICE COURT NEWS | C |
| 01 | 00396333 | 93.50 | 04/15/14 | 37079 TEXAS PARKS & WILDLIFE DEPARTMENT | C |
| 01 | 00396334 | 180.20 | 04/15/14 | 37079 TEXAS PARKS & WILDLIFE DEPARTMENT | C |
| 01 | 00396335 | 399.92 | 04/15/14 | 37079 TEXAS PARKS & WILDLIFE DEPARTMENT | C |
| 01 | 00396336 | 5,400.00 | 04/15/14 | 226475 TEXAS WILDLIFE DAMAGE MANAGEMENT FUND | C |
| 01 | 00396337 | 7,500.00 | 04/15/14 | 407585 THE MISSION HISTORICAL MUSEUM, INC. | C |
| 01 | 00396338 | 401.17 | 04/15/14 | 211672 THORNTON, BIECHLIN, SEGRATO, REYNOLDS & | C |
| 01 | 00396339 | 999.85 | 04/15/14 | 302007 TIRE CENTERS, LLC | C |
| 01 | 00396340 | 6,285.00 | 04/15/14 | 38792 TROPICAL TEXAS BEHAVIORAL HEALTH | C |
| 01 | 00396341 | 33,706.00 | 04/15/14 | 357081 TYLER TECHNOLOGIES, INC. | C |
| 01 | 00396342 | 6,714.31 | 04/15/14 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 01 | 00396343 | 3,250.98 | 04/15/14 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 01 | 00396344 | 4,655.63 | 04/15/14 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 01 | 00396345 | 5,186.80 | 04/15/14 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 01 | 00396346 | 79.65 | 04/15/14 | 155284 UNITED PARCEL SERVICE | C |
| 01 | 00396347 | 1,200.45 | 04/15/14 | 219797 VALLEY E.M.S., INC. | C |
| 01 | 00396348 | 4,921.08 | 04/15/14 | 332216 VALLEY METRO SECURITY LLC | C |
| 01 | 00396349 | 689.20 | 04/15/14 | 132799 VALLEY OUTDOOR POWER EQUIPMENT, INC. | C |
| 01 | 00396350 | 1,138.46 | 04/15/14 | 40363 CONSOLIDATED ELECTRICAL DISTRIBUTORS INC | C |
| 01 | 00396351 | 517.50 | 04/15/14 | 191019 VECO PRINTING, INC | C |
| 01 | 00396352 | 160.77 | 04/15/14 | 287024 VERIZON WIRELESS | C |
| 01 | 00396353 | 113.97 | 04/15/14 | 287024 VERIZON WIRELESS | C |
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| 01 | 00396358 | 37.99 | 04/15/14 | 287024 VERIZON WIRELESS | C |
| 01 | 00396359 | 429.07 | 04/15/14 | 40991 GRAINGER | C |
| 01 | 00396360 | 22.42 | 04/15/14 | 40991 W. W. GRAINGER INC. | C |
| 01 | 00396361 | 20,426.88 | 04/15/14 | 369195 WESTWOOD PHARMACY CLINICAL SERVICES | C |
| 01 | 00396362 | 40.00 | 04/15/14 | 319082 WHAT-A-WASH CARWASH | C |

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| 01 | 00396363 | .10 | 04/15/14 | 422975 WHITE, ROBERT E. | C |
| 01 | 00396364 | 3,372.30 | 04/15/14 | 42129 XEROX CORPORATION | C |
| 01 | 00396365 | 200.00 | 04/15/14 | 421855 XULTEX, LLC | C |
| **Total Bank No 01** | | **535,802.01** | | | |
| 02 | 00392694 | 305.00 | 04/15/14 | 369888 INTERNATIONAL ASSOCIATION OF LAW | C |
| 02 | 00392695 | 195.00 | 04/15/14 | 376647 TEXAS ENVIRONMENTAL TRAINING & | C |
| 02 | 00392696 | 299.00 | 04/15/14 | 422258 eCIVIS, INC. | C |
| 02 | 00392697 | 3,841.00 | 04/15/14 | 422940 RESENDEZ, LEONARDO V. | C |
| 02 | 00392698 | 82,736.14 | 04/15/14 | 404322 TEXAS CORDIA CONSTRUCTION, LLC | C |
| 02 | 00392699 | 2,100.00 | 04/15/14 | 363308 VALLEY LAND TITLE COMPANY LTD | C |
| 02 | 00392700 | 6,792.73 | 04/15/14 | 393304 RICHLINE TECHNICAL SERVICES | C |
| 02 | 00392701 | 60,551.00 | 04/15/14 | 407712 SCIENCE APPLICATIONS INTERNATIONAL CORP. | C |
| 02 | 00392702 | 644.58 | 04/15/14 | 227609 ABSOLUTE SERVICES | C |
| 02 | 00392703 | 19.04 | 04/15/14 | 276464 ADRIANO, ABRAHAM | C |
| 02 | 00392704 | 43.68 | 04/15/14 | 367427 ALANIS, MARTHA ELENA | C |
| 02 | 00392705 | 378.94 | 04/15/14 | 318973 ALLIED WASTE SERVICES OF RIO GRANDE VALL | C |
| 02 | 00392706 | 611.52 | 04/15/14 | 363502 ARREDONDO, ALIFONSO III | C |
| 02 | 00392707 | 117.00 | 04/15/14 | 145106 BOOTH, DALE RANDOLPH JR. | C |
| 02 | 00392708 | 24.64 | 04/15/14 | 354856 CAMERO, BEATRICE | C |
| 02 | 00392709 | 220.80 | 04/15/14 | 172219 CANO PRODUCE CO., INC. | C |
| 02 | 00392710 | 348.42 | 04/15/14 | 179272 CANON USA, INC. | C |
| 02 | 00392711 | 892.00 | 04/15/14 | 419150 CARLOS E FERNANDEZ | C |
| 02 | 00392712 | 53.76 | 04/15/14 | 422959 CASTILLO, JUAN C. | C |
| 02 | 00392713 | .11 | 04/15/14 | 5762 CENTRAL PLUMBING & ELECTRIC SUPPLY CO. | C |
| 02 | 00392714 | 343.28 | 04/15/14 | 257192 CERVANTES, SARAH | C |
| 02 | 00392715 | 46.06 | 04/15/14 | 229334 CITY OF DONNA | C |
| 02 | 00392716 | 474.25 | 04/15/14 | 229334 CITY OF DONNA | C |
| 02 | 00392717 | 25.92 | 04/15/14 | 10197 CITY OF EDINBURG | C |
| 02 | 00392718 | 56.37 | 04/15/14 | 6696 CITY OF PHARR | C |
| 02 | 00392719 | 171.72 | 04/15/14 | 398756 CITY OF RIO GRANDE CITY | C |
| 02 | 00392720 | 55.69 | 04/15/14 | 353256 CITY OF ROMA | C |
| 02 | 00392721 | 4,667.52 | 04/15/14 | 213195 COAST TO COAST COMPUTER PRODUCTS, INC. | C |
| 02 | 00392722 | 342.72 | 04/15/14 | 338745 CORREA, LUIS | C |
| 02 | 00392723 | 45.36 | 04/15/14 | 374768 CRISTOBAL, SONIA | C |
| 02 | 00392724 | 8.96 | 04/15/14 | 366382 DEL BOSQUE, ESTEBAN | C |
| 02 | 00392725 | 75.62 | 04/15/14 | 258385 DISH | C |
| 02 | 00392726 | 68.62 | 04/15/14 | 258385 DISH | C |
| 02 | 00392727 | 2,550.00 | 04/15/14 | 201065 DR RALPH H. JACKSON | C |
| 02 | 00392728 | 152.88 | 04/15/14 | 336459 EARTHGRAINS BAKING CO'S INC. | C |
| 02 | 00392729 | 180.00 | 04/15/14 | 94986 ELISA G. SANCHEZ, M.D. | C |
| 02 | 00392730 | 30.00 | 04/15/14 | 368091 ELIZONDO, SANTIAGO | C |
| 02 | 00392731 | 81.46 | 04/15/14 | 396095 ENTERPRISE HOLDINGS, INC. | C |
| 02 | 00392732 | 30.00 | 04/15/14 | 422835 FLORES, NORA | C |
| 02 | 00392733 | 13.44 | 04/15/14 | 280224 GARCIA, JESUS | C |
| 02 | 00392734 | 69.44 | 04/15/14 | 281158 GARCIA, REFUGIO III | C |
| 02 | 00392735 | 38.08 | 04/15/14 | 412953 GARZA, CLARISSA IRIS | C |
| 02 | 00392736 | 41.44 | 04/15/14 | 356522 GARZA, JUANLINO | C |
| 02 | 00392737 | 7,825.00 | 04/15/14 | 267066 GBB RENTAL | C |
| 02 | 00392738 | 7,000.00 | 04/15/14 | 415596 GEORGE MASON UNIVERSITY | C |
| 02 | 00392739 | 8,556.00 | 04/15/14 | 197416 GILLUM, RHONDA L., C.P.A. | C |
| 02 | 00392740 | 47.04 | 04/15/14 | 398225 GOMEZ, SISLAI | C |
| 02 | 00392741 | 482.50 | 04/15/14 | 359211 GONZALEZ, AMANDO O. | C |
| 02 | 00392742 | 19.60 | 04/15/14 | 186848 GUAJARDO, JORGE | C |
| 02 | 00392743 | 170.00 | 04/15/14 | 30368 GUERRA, RENE A. | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 02 | 00392744 | 726.32 | 04/15/14 | 15253 GULF COAST PAPER CO. | C |
| 02 | 00392745 | 111.66 | 04/15/14 | 252468 HACIENDA FORD | C |
| 02 | 00392746 | 1,725.00 | 04/15/14 | 422002 HEALTHY CHILDREN PROJECT, INC. | C |
| 02 | 00392747 | 585.72 | 04/15/14 | 270962 HIDALGO COUNTY CSCD | C |
| 02 | 00392748 | 412.99 | 04/15/14 | 262447 JOHNSON SUPPLY | C |
| 02 | 00392749 | 350.00 | 04/15/14 | 253324 JOHNSTONE SUPPLY | C |
| 02 | 00392750 | .39 | 04/15/14 | 253324 JOHNSTONE SUPPLY-PHARR | C |
| 02 | 00392751 | 2,800.60 | 04/15/14 | 422770 JULCAR LLC | C |
| 02 | 00392752 | 4,580.00 | 04/15/14 | 361321 KELLY, BLANCHE | C |
| 02 | 00392753 | 1,035.68 | 04/15/14 | 177741 LQ MANAGEMENT L.L.C. | C |
| 02 | 00392754 | 168.00 | 04/15/14 | 334723 LANDEZ, MARTIN | C |
| 02 | 00392755 | 36.40 | 04/15/14 | 307602 LAZO, JOSE I | C |
| 02 | 00392756 | 8.96 | 04/15/14 | 258881 LIMAS, ALBERTO Z. | C |
| 02 | 00392757 | 280.14 | 04/15/14 | 94714 LINDBERG PHARMACY | C |
| 02 | 00392758 | 979.57 | 04/15/14 | 367176 MAACO COLLISION | C |
| 02 | 00392759 | 22.40 | 04/15/14 | 343471 MARMOLEJO, JOSE | C |
| 02 | 00392760 | 27.44 | 04/15/14 | 336866 MARTINEZ, ALEXIS | C |
| 02 | 00392761 | 36.40 | 04/15/14 | 366404 MARTINEZ, JULIO JR. | C |
| 02 | 00392762 | 4.48 | 04/15/14 | 362549 MARTINEZ, ROLAND | C |
| 02 | 00392763 | 121.14 | 04/15/14 | 23825 MCALLEN PUBLIC UTILITY | C |
| 02 | 00392764 | 77.84 | 04/15/14 | 422991 MENDEZ, DANILLA | C |
| 02 | 00392765 | 54.34 | 04/15/14 | 138479 MILITARY HIGHWAY WATER SUPPLY CORP. | C |
| 02 | 00392766 | 42.00 | 04/15/14 | 287326 MILLS, CLINT | C |
| 02 | 00392767 | 26.32 | 04/15/14 | 354864 MORALES, HOMERO | C |
| 02 | 00392768 | 250.00 | 04/15/14 | 349542 RONALDO MUNOZ | C |
| 02 | 00392769 | 323.55 | 04/15/14 | 25895 NORTH ALAMO WATER SUPPLY CORP | C |
| 02 | 00392770 | 420.49 | 04/15/14 | 25895 NORTH ALAMO WATER SUPPLY CORP | C |
| 02 | 00392771 | 300.56 | 04/15/14 | 25895 NORTH ALAMO WATER SUPPLY CORP | C |
| 02 | 00392772 | 43.68 | 04/15/14 | 124575 OLIVAREZ, RENEE L. | C |
| 02 | 00392773 | 108.00 | 04/15/14 | 388017 PATRICK, ARNOLD K. | C |
| 02 | 00392774 | 49.00 | 04/15/14 | 383252 PEACHTREE EDUCATION INC. | C |
| 02 | 00392775 | 1,004.00 | 04/15/14 | 28371 PERSPECTIVE ENTERPRISES, INC. | C |
| 02 | 00392776 | 4,000.00 | 04/15/14 | 14966 GREGORIO PINA, III, PH.D. | C |
| 02 | 00392777 | 54.88 | 04/15/14 | 248185 RAMOS, MARTIN | C |
| 02 | 00392778 | 700.00 | 04/15/14 | 403113 RECOVERY HEALTHCARE CORPORATION | C |
| 02 | 00392779 | 7,751.25 | 04/15/14 | 384151 REDWOOD TOXICOLOGY LABORATORY INC. | C |
| 02 | 00392780 | 5,700.00 | 04/15/14 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00392781 | 7,196.22 | 04/15/14 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00392782 | 458.31 | 04/15/14 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00392783 | 317.33 | 04/15/14 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00392784 | 20.16 | 04/15/14 | 289213 RODRIGUEZ, JOSE F | C |
| 02 | 00392785 | 19.04 | 04/15/14 | 372498 ROSALES, EVELYN | C |
| 02 | 00392786 | 71.32 | 04/15/14 | 294004 SANOFI PASTEUR, INC | C |
| 02 | 00392787 | 30.00 | 04/15/14 | 226947 SAUCEDO, JOSE M. | C |
| 02 | 00392788 | 293.85 | 04/15/14 | 357049 SENSORY EDGE | C |
| 02 | 00392789 | 130.77 | 04/15/14 | 34088 SHARYLAND WATER SUPPLY CORP | C |
| 02 | 00392790 | 300.00 | 04/15/14 | 214531 SOS TECHNOLOGIES | C |
| 02 | 00392791 | 34.72 | 04/15/14 | 330663 SOTO, CONSUELO | C |
| 02 | 00392792 | 165.20 | 04/15/14 | 129763 SOUTHERN FOODS GROUP, LLC | C |
| 02 | 00392793 | 58,302.00 | 04/15/14 | 184012 SOUTHWEST KEY PROGRAMS, INC. | C |
| 02 | 00392794 | 52,546.00 | 04/15/14 | 184012 SOUTHWEST KEY PROGRAMS, INC. | C |
| 02 | 00392795 | 36,850.32 | 04/15/14 | 184012 SOUTHWEST KEY PROGRAMS, INC. | C |
| 02 | 00392796 | 1,076.33 | 04/15/14 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 02 | 00392797 | 487.13 | 04/15/14 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 02 | 00392798 | 507.00 | 04/15/14 | 285072 STERLING'S PUBLIC SAFETY UNIFORMS & EQUI | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 02 | 00392799 | 35.00 | 04/15/14 | 133655 SUPERIOR ALARMS | C |
| 02 | 00392800 | 59.40 | 04/15/14 | 364568 SWAIN, JOLIE | C |
| 02 | 00392801 | 40.00 | 04/15/14 | 422983 TREVINO, YESENIA | C |
| 02 | 00392802 | 670.96 | 04/15/14 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 02 | 00392803 | 1,920.92 | 04/15/14 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 02 | 00392804 | 256.36 | 04/15/14 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 02 | 00392805 | 273.31 | 04/15/14 | 40363 CONSOLIDATED ELECTRICAL DISTRIBUTORS INC | C |
| 02 | 00392806 | 401.96 | 04/15/14 | 251577 VERIZON SOUTHWEST, INC. | C |
| 02 | 00392807 | 98.24 | 04/15/14 | 251577 VERIZON SOUTHWEST, INC. | C |
| 02 | 00392808 | 306.66 | 04/15/14 | 287024 VERIZON WIRELESS | C |
| 02 | 00392809 | 4.48 | 04/15/14 | 255017 VILLANUEVA, JOEL | C |
| 02 | 00392810 | 191.52 | 04/15/14 | 287229 VILLARREAL, REBEKAH | C |
| 02 | 00392811 | 337.04 | 04/15/14 | 392251 WASTE CONNECTIONS OF TEXAS | C |
| 02 | 00392812 | 102.54 | 04/15/14 | 179337 WASTE MANAGEMENT OF TEXAS, INC. | C |
| 02 | 00392813 | 81.98 | 04/15/14 | 42129 XEROX CORPORATION | C |
| 02 | 00392814 | 219.74 | 04/15/14 | 42129 XEROX CORPORATION | C |
| 02 | 00392815 | 468.14 | 04/15/14 | 42129 XEROX CORPORATION | C |
| 02 | 00392816 | 275.00 | 04/15/14 | 342777 ZEPOL DIETARY CONSULTS | C |
| 02 | 00392817 | 53,217.99 | 04/15/14 | 363308 VALLEY LAND TITLE COMPANY LTD | C |
| 02 | 00392818 | 450.00 | 04/15/14 | 198412 ACE COURT REPORTING SERVICE & DIGITAL | C |
| 02 | 00392819 | 161.00 | 04/15/14 | 89885 ACTION HYDRAULIC HOSES, ETC. | C |
| 02 | 00392820 | 378.00 | 04/15/14 | 252328 ADVANCE PUBLISHING CO. | C |
| 02 | 00392821 | 22.00 | 04/15/14 | 416410 AIRGAS USA, LLC | C |
| 02 | 00392822 | 30.48 | 04/15/14 | 416410 AIRGAS USA, LLC | C |
| 02 | 00392823 | 26.50 | 04/15/14 | 399140 ALARM SECURITY GROUP LLC | C |
| 02 | 00392824 | 18,418.49 | 04/15/14 | 422851 ALLY FINANCIAL | C |
| 02 | 00392825 | 260.55 | 04/15/14 | 314927 AMIGO BOLT & SUPPLY | C |
| 02 | 00392826 | 76.67 | 04/15/14 | 314927 AMIGO BOLT & SUPPLY | C |
| 02 | 00392827 | 155.10 | 04/15/14 | 1864 AMIGO POWER EQUIPMENT | C |
| 02 | 00392828 | 4,753.07 | 04/15/14 | 1961 ANDERSON EQUIPMENT CO INC | C |
| 02 | 00392829 | 1,260.00 | 04/15/14 | 199362 ANRIGE, INC. | C |
| 02 | 00392830 | 420.00 | 04/15/14 | 199362 ANRIGE, INC. | C |
| 02 | 00392831 | 37,943.34 | 04/15/14 | 302465 ARGUINDEGUI OIL CO II LTD | C |
| 02 | 00392832 | 411.39 | 04/15/14 | 337412 AUTOZONE | C |
| 02 | 00392833 | 56.88 | 04/15/14 | 3778 BEVERLY'S HARDWARE | C |
| 02 | 00392834 | 1,792.51 | 04/15/14 | 3816 BILL BUNTON AUTO SUPPLY & MACHINE INC. | C |
| 02 | 00392835 | 1,256.00 | 04/15/14 | 365432 BOGLE, RICK & ANNETTE | C |
| 02 | 00392836 | 93.53 | 04/15/14 | 4081 BORDERLAND HARDWARE OF MERCEDES, INC. | C |
| 02 | 00392837 | 1,276.20 | 04/15/14 | 4537 BURTON AUTO SUPPLY, INC | C |
| 02 | 00392838 | 374.87 | 04/15/14 | 4537 BURTON AUTO SUPPLY, INC. | C |
| 02 | 00392839 | 10.35 | 04/15/14 | 43265 CAMCO WHEEL & AXLE | C |
| 02 | 00392840 | 149.20 | 04/15/14 | 179272 CANON FINANCIAL SERVICES INC. | C |
| 02 | 00392841 | 122.10 | 04/15/14 | 179272 CANON FINANCIAL SERVICES INC. | C |
| 02 | 00392842 | 300,000.00 | 04/15/14 | 348767 CANTU, RAUL | C |
| 02 | 00392843 | 11.86 | 04/15/14 | 140651 CARWASH CARWASH | C |
| 02 | 00392844 | 435.00 | 04/15/14 | 265241 WOLTERS KLUWER LAW & BUSINESS | C |
| 02 | 00392845 | .00 | 04/15/14 | 153915 CDW GOVERNMENT INC. | C |
| 02 | 00392846 | 144.95 | 04/15/14 | 295353 CENTER FOR EDUCATION & EMPLOYMENT LAW | C |
| 02 | 00392847 | 354.62 | 04/15/14 | 169447 CITY OF WESLACO | C |
| 02 | 00392848 | 272.02 | 04/15/14 | 169447 CITY OF WESLACO | C |
| 02 | 00392849 | 150.00 | 04/15/14 | 78174 COPY GRAPHICS, INC | C |
| 02 | 00392850 | 1,129.00 | 04/15/14 | 86525 DELTA SPECIALTIES SUPPLY | C |
| 02 | 00392851 | 9.83 | 04/15/14 | 228389 DIRECTV | C |
| 02 | 00392852 | 275.18 | 04/15/14 | 324493 DOGGETT HEAVY MACHINERY SERVICES LLC | C |
| 02 | 00392853 | 1,399.50 | 04/15/14 | 227153 SANTOY INVESTMENTS LLC | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 02 | 00392854 | 1,150.00 | 04/15/14 | 174181 GOMEZ, NOE | C |
| 02 | 00392855 | 510.10 | 04/15/14 | 11304 ESCOBARS AUTO ELECTRIC, INC. | C |
| 02 | 00392856 | 28.20 | 04/15/14 | 321826 G & K SERVICE INC. | C |
| 02 | 00392857 | 25.40 | 04/15/14 | 321826 G & K SERVICE INC. | C |
| 02 | 00392858 | 300.00 | 04/15/14 | 241873 JAIME ROEL GARCIA | C |
| 02 | 00392859 | 1,950.00 | 04/15/14 | 57622 GARZA, ALMA A. C.S.R. | C |
| 02 | 00392860 | 13.95 | 04/15/14 | 13897 GATEWAY PRINTING & OFFICE SUPPLY, INC. | C |
| 02 | 00392861 | 164.20 | 04/15/14 | 13897 GATEWAY PRINTING & OFFICE SUPPLY, INC. | C |
| 02 | 00392862 | 1,473.34 | 04/15/14 | 169242 GCR TIRE CENTER TDS | C |
| 02 | 00392863 | 557.57 | 04/15/14 | 15253 GULF COAST PAPER CO. | C |
| 02 | 00392864 | 148.51 | 04/15/14 | 252468 HACIENDA FORD | C |
| 02 | 00392865 | 1,477.13 | 04/15/14 | 94366 BD HOLT CO | C |
| 02 | 00392866 | 1,408.08 | 04/15/14 | 94366 BD HOLT CO | C |
| 02 | 00392867 | 199.00 | 04/15/14 | 305545 HOME DEPOT CREDIT SERVICES | C |
| 02 | 00392868 | 1,746.55 | 04/15/14 | 405078 INDUSTRIAL DISTRIBUTION GROUP | C |
| 02 | 00392869 | 312.50 | 04/15/14 | 309125 J & M HYDRAULICS | C |
| 02 | 00392870 | 88.94 | 04/15/14 | 18244 JAMES PUBLISHING INC. | C |
| 02 | 00392871 | 492.00 | 04/15/14 | 389048 KINSEL, LISA | C |
| 02 | 00392872 | 717.88 | 04/15/14 | 279293 MATTHEW BENDER & CO., INC. | C |
| 02 | 00392873 | 947.62 | 04/15/14 | 22438 MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 02 | 00392874 | 8,309.94 | 04/15/14 | 256951 MARTIN MARIETTA MATERIALS | C |
| 02 | 00392875 | 100.00 | 04/15/14 | 227749 MCALLEN SPORTS | C |
| 02 | 00392876 | 266.41 | 04/15/14 | 224529 MCCOY'S BUILDING SUPPLY | C |
| 02 | 00392877 | 2,216.61 | 04/15/14 | 275506 MOBILE RELAYS PARTNERS, LTD. | C |
| 02 | 00392878 | 731.52 | 04/15/14 | 388467 MODEL LAUNDRY, LLC | C |
| 02 | 00392879 | 1,300.24 | 04/15/14 | 398497 MOMAR, INC. | C |
| 02 | 00392880 | 368.69 | 04/15/14 | 414492 MOUNTAIN GLACIER, LLC | C |
| 02 | 00392881 | 615.86 | 04/15/14 | 3166 BARBEE-NEUHAUS IMPL CO | C |
| 02 | 00392882 | 113.48 | 04/15/14 | 25895 NORTH ALAMO WATER SUPPLY CORP | C |
| 02 | 00392883 | 92.64 | 04/15/14 | 25895 NORTH ALAMO WATER SUPPLY CORP | C |
| 02 | 00392884 | 5,392.56 | 04/15/14 | 195545 NUECES POWER EQUIPMENT | C |
| 02 | 00392885 | 1,208.24 | 04/15/14 | 221945 O'REILLY AUTOMOTIVE STORES, INC. | C |
| 02 | 00392886 | 210.00 | 04/15/14 | 327999 PHARR POLICE DEPARTMENT | C |
| 02 | 00392887 | 200.00 | 04/15/14 | 91987 PUEBLO TIRES LTD | C |
| 02 | 00392888 | 14.50 | 04/15/14 | 315486 RADIADORES DEL VALLE | C |
| 02 | 00392889 | 337.64 | 04/15/14 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00392890 | 94.10 | 04/15/14 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00392891 | 397.84 | 04/15/14 | 398047 RGV TOWERS, LLC | C |
| 02 | 00392892 | 1,278.83 | 04/15/14 | 393304 RICHLINE TECHNICAL SERVICES | C |
| 02 | 00392893 | 25.92 | 04/15/14 | 216607 RIO HYDRAULIC, LLC | C |
| 02 | 00392894 | 1,021.68 | 04/15/14 | 269123 RUSH TRUCK CENTERS OF TEXAS, LP | C |
| 02 | 00392895 | 198.00 | 04/15/14 | 399981 SANCHEZ, ROBERT | C |
| 02 | 00392896 | 40.00 | 04/15/14 | 34088 SHARYLAND WATER SUPPLY CORP | C |
| 02 | 00392897 | 415.90 | 04/15/14 | 34274 SHERWIN WILLIAMS COMPANY | C |
| 02 | 00392898 | 602.90 | 04/15/14 | 34282 SHERWIN WILLIAMS CO. | C |
| 02 | 00392899 | 900.00 | 04/15/14 | 407046 SOLIS, JESUS A. | C |
| 02 | 00392900 | 224.90 | 04/15/14 | 35173 SPIKES MOTOR COMPANY | C |
| 02 | 00392901 | 646.69 | 04/15/14 | 319449 STAPLES ADVANTAGE | C |
| 02 | 00392902 | 240.00 | 04/15/14 | 285927 THOMSON WEST | C |
| 02 | 00392903 | 2,314.33 | 04/15/14 | 38873 TRUCKERS EQUIPMENT INC. | C |
| 02 | 00392904 | 1,596.12 | 04/15/14 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 02 | 00392905 | 110.31 | 04/15/14 | 287024 VERIZON WIRELESS | C |
| 02 | 00392906 | 36.37 | 04/15/14 | 287024 VERIZON WIRELESS | C |
| 02 | 00392907 | 371.80 | 04/15/14 | 287024 VERIZON WIRELESS | C |
| 02 | 00392908 | 64.03 | 04/15/14 | 287024 VERIZON WIRELESS | C |

| Bank | Check No | Amount | Date | Vendor | | Type |
|---|---|---|---|---|---|---|
| 02 | 00392909 | 1,461.52 | 04/15/14 | 78344 | WEAKS MARTIN IMPLEMENT CO., INC. | C |
| 02 | 00392910 | 247.15 | 04/15/14 | 179701 | WESLACO FORD, LLP | C |
| 02 | 00392911 | 412.60 | 04/15/14 | 254207 | WILLACY COOP | C |
| 02 | 00392912 | 419.44 | 04/15/14 | 42129 | XEROX CORPORATION | C |
| **Total Bank No 02** | | **868,919.39** | | | | |
| 04 | 00015469 | 120.00 | 04/15/14 | 2666 | ATLAS, HALL & RODRIGUEZ, L.L.P | C |
| 04 | 00015470 | 532,752.43 | 04/15/14 | 324493 | DOGGETT HEAVY MACHINERY SERVICES LLC | C |
| 04 | 00015471 | 748.91 | 04/15/14 | 300306 | ERO INTERNATIONAL, LLP | C |
| 04 | 00015472 | 48,057.50 | 04/15/14 | 280046 | L & G CONSULTING ENGINEERS, INC. | C |
| 04 | 00015473 | 11,965.63 | 04/15/14 | 312797 | L & G ENGINEERING LABORATORY, LLC | C |
| 04 | 00015474 | 4,856.70 | 04/15/14 | 407933 | MATA-GARCIA ARCHITECTS, LLP | C |
| 04 | 00015475 | 66,056.55 | 04/15/14 | 234443 | R. GUTIERREZ ENGINEERING CORPORATION | C |
| 04 | 00015476 | 264,546.43 | 04/15/14 | 229245 | SIERRA TITLE OF HIDALGO COUNTY, INC. | C |
| 04 | 00015477 | 2,550.00 | 04/15/14 | 403148 | C.S.S. TECHNOLOGY, INC. | C |
| 04 | 00015478 | 54,665.64 | 04/15/14 | 404322 | TEXAS CORDIA CONSTRUCTION, LLC | C |
| **Total Bank No 04** | | **986,319.79** | | | | |
| 05 | 00023464 | 8,787.28 | 04/15/14 | 388645 | DEARBORN NATIONAL LIFE INSURANCE COMPANY | C |
| 05 | 00023465 | 32.18 | 04/15/14 | 349453 | PRE-PAID LEGAL SERVICES, INC | C |
| 05 | 00023466 | 300.00 | 04/15/14 | 7498 | COUNTY & MUNICIPAL CREDIT UNION | C |
| 05 | 00023467 | 25.00 | 04/15/14 | 157228 | HIDALGO CO. UNITED WAY | C |
| **Total Bank No 05** | | **9,144.46** | | | | |
| 07 | 00005887 | 3,000.00 | 04/15/14 | 386421 | AMI RISK CONSULTANTS, INC. | C |
| 07 | 00005888 | 9.00 | 04/15/14 | 414492 | MOUNTAIN GLACIER, LLC | C |
| 07 | 00005889 | 62.38 | 04/15/14 | 336319 | SUPERIOR OIL EXPRESS | C |
| 07 | 00005890 | 12,500.00 | 04/15/14 | 289493 | TRISTAR RISK MANAGEMENT | C |
| **Total Bank No 07** | | **15,571.38** | | | | |
| 15 | 00029151 | 8,538.00 | 04/15/14 | 416487 | 3 GENERAL CONSTRUCTION INC. | C |
| 15 | 00029152 | 4,067.02 | 04/15/14 | 370029 | ADVOCACY RESOURCE CENTER FOR HOUSING | C |
| 15 | 00029153 | 23,400.00 | 04/15/14 | 216119 | AFFORDABLE HOMES OF SOUTH TEXAS, INC. | C |
| 15 | 00029154 | 4,234.42 | 04/15/14 | 401374 | AIM MEDIA TEXAS OPERATING, LLC | C |
| 15 | 00029155 | 27,945.00 | 04/15/14 | 390534 | GONZALEZ, ARNOLDO ROLANDO | C |
| 15 | 00029156 | 1,000.00 | 04/15/14 | 383457 | ARISE SOUTH TOWER | C |
| 15 | 00029157 | 3,992.30 | 04/15/14 | 368563 | BLACKBAUD, INC. | C |
| 15 | 00029158 | 4,191.57 | 04/15/14 | 402656 | CAMP UNIVERSITY | C |
| 15 | 00029159 | 883.24 | 04/15/14 | 211567 | GE CAPITAL INFORMATION TECHNOLOGY SOLUTI | C |
| 15 | 00029160 | 780.00 | 04/15/14 | 272566 | HIDALGO COUNTY CLERK'S OFFICE | C |
| 15 | 00029161 | 56,168.29 | 04/15/14 | 344834 | HIDALGO COUNTY TREASURER | C |
| 15 | 00029162 | 49.00 | 04/15/14 | 168602 | LONE STAR NATIONAL BANK | C |
| 15 | 00029163 | 1,405.91 | 04/15/14 | 78913 | LOWER R.G.V. DEVELOPMENT COUNCIL | C |
| 15 | 00029164 | 409.07 | 04/15/14 | 415162 | PHARR LITERACY PROJECT INC. | C |
| 15 | 00029165 | 687.24 | 04/15/14 | 393304 | RICHLINE TECHNICAL SERVICES | C |
| 15 | 00029166 | 195,070.04 | 04/15/14 | 407810 | SAENZ BROTHERS CONSTRUCTION | C |
| 15 | 00029167 | 803.66 | 04/15/14 | 319449 | STAPLES CREDIT PLAN | C |
| 15 | 00029168 | 168.00 | 04/15/14 | 396354 | TREVINO, ERIC A. | C |
| 15 | 00029169 | 582.32 | 04/15/14 | 169498 | URBAN COUNTY PROGRAM | C |
| 15 | 00029170 | 168.08 | 04/15/14 | 287024 | VERIZON WIRELESS | C |
| **Total Bank No 15** | | **334,543.16** | | | | |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| | | | Total Hand Checks (Including Hand Voids) | | .00 |
| | | | Total Computer Checks (Including Computer Voids) | | 2,750,300.19 |
| | | | Total ACH Checks (Including Voids) | | .00 |
| | | | Total Computer Voids | | .00 |
| | | | Total Hand Voids | | .00 |
| | | | Total ACH Voids | | .00 |
| | | | **Grand Total:** | | **2,750,300.19** |

| Batch Yr | Batch No | Amount |
|---|---|---|
| 14 | 001131 | 165,744.35 |
| 14 | 001144 | 5,960.00 |
| 14 | 001145 | 37,642.51 |
| 14 | 001146 | 13,160.00 |
| 14 | 001147 | 21,255.00 |
| 14 | 001148 | 15,312.50 |
| 14 | 001149 | 15,307.50 |
| 14 | 001151 | 111,387.21 |
| 14 | 001152 | 9,774.16 |
| 14 | 001153 | 28,028.25 |
| 14 | 001154 | 36,631.40 |
| 14 | 001156 | 74,964.81 |
| 14 | 001158 | 83,009.13 |
| 14 | 001164 | 58,868.72 |
| 14 | 001171 | 24,483.75 |
| 14 | 001174 | 19,808.09 |
| 14 | 001176 | 7,557.94 |
| 14 | 001177 | 31,805.26 |
| 14 | 001183 | 64,611.99 |
| 14 | 001184 | 1,019,316.29 |
| 14 | 001186 | 124,559.37 |
| 14 | 001187 | 43,688.38 |
| 14 | 001188 | 2,577.72 |
| 14 | 001190 | 18,905.48 |
| 14 | 001194 | 23,873.86 |
| 14 | 001206 | 476.10 |
| 14 | 001209 | 2,278.45 |
| 14 | 001215 | 334,543.16 |
| 14 | 001216 | 53,217.99 |
| 14 | 001230 | 301,193.64 |
| 14 | 001243 | 325.00 |
| 14 | 001252 | 32.18 |

**AI-44062** **2014 Intradept. (line item) Transfer** **2. A.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

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

Department: ELECTIONS DEPT.

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Information

CAPTION

2014 - Elections Dept. (1283)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1283-414-00-130-018-2-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/11/14.

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Attachments

Chapter 19 LIT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/11/2014 01:23 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Melanie Esparza Started On: 04/11/2014 10:17 AM

Final Approval Date: 04/11/2014

**DATE:** April 11, 2014

**DEPARTMENT HEAD:** Yvonne Ramon

**DEPARTMENT NAME:** Elections Department

**ACCOUNT NUMBER:** 4-1283-414-00-130-018-2-XXX

**2014**
**Transfer**

**AI- 44062**

**Contact Person:** Melanie Esparza **Ph#:** (956) 318-2570 Ext. 5707

**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 |
|---|---|---|---|---|
| 336 | 2012 Chapter 19-Computer Srv | 601 | 2012 Chapter 19-Office & Computer Suppl | $31,000.00 |
| | | | | |
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| | | | TOTAL | $31,000.00 |

**REASON**:
**Transfers needed to buy voter registration equipment.**

**Approved by**

___/___/___
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-44056** **2014 Intradept. (line item) Transfer 2. B.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

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

Department: TX. AGRILIFE EXT. SERVICES

## Information

CAPTION

2014 - Texas A&M AgriLife Extension Service (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-461-00-380-001-0-xxx

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

BUDGETARY IMPACT:

Funds are available as of April 11, 2014.

## Attachments

lit

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/10/2014 04:45 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Nora Linda Cruz Started On: 04/10/2014 04:07 PM

Final Approval Date: 04/11/2014

**DATE:** April 9, 2014

**DEPARTMENT HEAD:** Barbara Storz

**DEPARTMENT NAME:** TEXAS A&M AGRILIFE EXTENSION

**ACCOUNT NUMBER:** 4-1100-461-00-380-001-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| | | | | |
| 442 | Rental of Equipment and Vehicles | 432 | R&M Services - Equip. & Vehicles | 400.00 |
| 442 | Rental of Equipment and Vehicles | 601 | Office & Computer Supplies | $575.00 |
| 442 | Rental of Equipment and Vehicles | 661 | Minor Office Furniture & Equipment | 750.00 |
| 535 | Postage | 665 | Minor Computer Equipment | 650.00 |
| 535 | Postage | 432 | R&M Services - Equip. & Vehicles | 500.00 |
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| | | | TOTAL | 2,875.00 |

**REASON**: To properly classify expenditures for vehicle repair and maintenance; ofice equipment needed for classes being held; office supplies and laptop computer (needed for presentations and programs)

Barbara C. Storz

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

**AI-44058** **2014 Intradept. (line item) Transfer** **2. C.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

## Information

CAPTION

2014 - Executive Office (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-413-00-125-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/11/14.

## Attachments

transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/11/2014 10:34 AM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Monica Badillo Started On: 04/10/2014 05:21 PM

Final Approval Date: 04/11/2014

**DATE:** April 14, 2014

**DEPARTMENT HEAD:** VALDE GUERRA

**DEPARTMENT NAME:** EXECUTIVE OFFICE

**ACCOUNT NUMBER:** 4-1100-413-00-125-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| 811 | Licenses & permits | 619 | Other miscellaneous supplies | 420.00 |
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| | | | TOTAL | 420.00 |

**REASON**: **To purchase fridge for Executive Office/Environmental Compliance Division Staff.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-44050** **2014 Intradept. (line item) Transfer** **2. D.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted For: Pablo (Paul) Villarreal Jr.

Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

## Information

CAPTION

2014 - Tax Office (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-15-140-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/10/14.

## Attachments

lit

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/10/2014 01:36 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Mary Garcia Started On: 04/10/2014 11:22 AM

Final Approval Date: 04/11/2014

**DATE:** April 10, 2014

**DEPARTMENT HEAD:** Pablo (Paul) Villarreal Jr.

**DEPARTMENT NAME:** Hidalgo County Tax Office

**ACCOUNT NUMBER:** 4-1100-415-15-140-001-0-xxx

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

**Honorable Commissioners' Court of Hidalgo County:**
**20..**
**accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.**

| **FROM** OBJECT CODE | OBJECT NAME | **TO** OBJECT CODE | OBJECT NAME | AMOUNT |
|---|---|---|---|---|
| 535 | POSTAGE | 583 | TRAVEL OUT OF COUNTY | $15,000.00 |
| 535 | POSTAGE | 584 | REGISTRATION FEES | $2,000.00 |
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| | | | | $17,000.00 |

**REASON**: **Need to cover expenses for Out of County Travel and Registration fees.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

/ /
**DATE**

**ATTEST COUNTY CLERK**

**AI-44012** **2014 Intradept. (line item) Transfer** **2. E.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted For: Commander Gabriel Castaneda

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

## Information

CAPTION

2014 - Sheriff's Office Federal Sharing - U.S. Department of Justice (Fund 1229)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1229-421-00-280-007-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 04/10/2014.

## Attachments

transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 04/09/2014 11:58 AM |
| Budget & Management | Debbie Tamez | 04/10/2014 10:17 AM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Rosie Hinojosa Started On: 04/09/2014 10:17 AM

Final Approval Date: 04/11/2014

**DATE:** 4/9/2014

**DEPARTMENT HEAD:** Sheriff J. E. "Eddie" Guerra

**DEPARTMENT NAME:** Sheriff's Federal Sharing - US Department of Justice

**ACCOUNT NUMBER:** 4-1229-421-00-280-007-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM | | | TO | | |
|---|---|---|---|---|---|
| ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | AMOUNT |
| 4-1229-421-00-280-007-0-748 | Other Equipment | → | 4-1229-421-00-280-007-0-890 | Other | 1,532.75 |
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| | | **T O T A L** | | | **$1,532.75** |

REASON: To appropriate monies for anticipated expenses.

**DEPARTMENT HEAD SIGNATURE**

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

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

**AI-43916** **2014 Intradept. (line item) Transfer 2. F.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

## Information

CAPTION

2014 - Health & Human Services Dept. / T.B. Control (1293)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1293-441-00-340-008-4-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/7/14.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/03/2014 08:06 AM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Mike Escaname Started On: 04/03/2014 07:32 AM

Final Approval Date: 04/11/2014

Date: April 3, 2014
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 4-1293-441-00-340-008-4·T.B. CONTROL
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

| FROM | | TO | | |
|---|---|---|---|---|
| ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) | ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) | AMOUNT |
| 4-1293-441-00-340-008-4-581 | T.B. CONTROL-TRAVEL IN COUNTY | 4-1293-441-00-340-008-4-667 | T.B. CONTROL-MINOR SOFTWARE | $ 1,500.00 |
| 4-1293-441-00-340-008-4-581 | T.B. CONTROL-TRAVEL IN COUNTY | 4-1293-441-00-340-008-4-339 | T.B. CONTROL-OTHER PROF SRV | $ 1,500.00 |
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| | | | Amount | $ 3,000.00 |

**Revenue Account**
Amount Requested: $ 3,000.00

Reason: Line item transfer needed to cover anticipated expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

**AI-43878** **2014 Intradept. (line item) Transfer 2. G.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

## Information

CAPTION

2014 - Health & Human Services Dept. / H.D. Adm. (1293)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 4/2/14.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/01/2014 03:34 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Mike Escaname Started On: 04/01/2014 12:19 PM

Final Approval Date: 04/11/2014

Date: April 1, 2014
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 4-1293-441-00-340-005-0-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

| FROM | | TO | | |
|---|---|---|---|---|
| ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) | ACCOUNT NUMBER | ACCOUNT NAME (OBJECT CODE) | AMOUNT |
| 4-1293-441-00-340-005-0-603 | H.D. ADM-EDUCATION/INSTRUCTION SUPPLIES | 4-1293-441-00-340-005-0-584 | H.D. ADM-REGISTRATION FEES | $ 1,000.00 |
| 4-1293-441-00-340-005-0-811 | H.D. ADM-LICENSES & PERMITS | 4-1293-441-00-340-005-0-584 | H.D. ADM-REGISTRATION FEES | $ 1,250.00 |
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| | | | Amount | $ 2,250.00 |

**Revenue Account**
Amount Requested: $ 2,250.00

Reason: Needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

**AI-43874** **2014 Intradept. (line item) Transfer** **2. H.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

**Submitted By:** Maria Del Rosario Gonzalez, SHERIFF DEPT.

**Department:** SHERIFF DEPT.

## Information

**CAPTION**

2014 - Operation Stonegarden FY 2012 - City of Edinburg (1284)

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 4-1284-480-00-280-088-5-XXX

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

**BUDGETARY IMPACT:**

Funds available as of 4/10/14.

No local match is required.

## Attachments

EXP RPRT

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 04/01/2014 11:14 AM |
| Budget & Management | Debbie Tamez | 04/02/2014 02:57 PM |
| Obdett Calzada | Obdett Calzada | 04/10/2014 02:18 PM |
| Purchasing Department | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Maria Del Rosario Gonzalez Started On: 04/01/2014 09:24 AM

Final Approval Date: 04/11/2014

Run Date 03/19/14 09:58 AM

For 01/01/14 - 01/31/15

Periods 01 - 13

# Hidalgo County

## Expenditure Summary Report

Standard Report Format



FJEXS01A

1001 - Standard Report Spec

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1284 DESIGNATED PURPOSE GRANTS LVL 4** | | | | | | | |
| 4-1284-480-00-280-088-5-131 | STONEGARDEN (EDINBURG)-OVERTIME | 43,664.11 | .00 | 5,868.34 | 5,868.34 | 37,795.77 | 13.44 |
| 4-1284-480-00-280-088-5-220 | STONEGARDEN (EDINBURG)-FICA | 2,944.20 | .00 | 448.91 | 448.91 | 2,495.29 | 15.25 |
| 4-1284-480-00-280-088-5-230 | STONEGARDEN (EDINBURG)-RETIREMENT | 5,072.55 | .00 | 842.10 | 842.10 | 4,230.45 | 16.60 |
| 4-1284-480-00-280-088-5-250 | STONEGARDEN (EDINBURG)-UNEMPLOYMENT COMP | 51.91 | .00 | .00 | .00 | 51.91 | .00 |
| 4-1284-480-00-280-088-5-260 | STONEGARDEN (EDINBURG)-WORKERS COMP | 1,852.96 | .00 | 230.61 | 230.61 | 1,622.35 | 12.45 |
| 4-1284-480-00-280-088-5-581 | STONEGARDEN (EDINBURG)-TRAVEL IN COUNTY | 11,347.45 | .00 | 902.72 | 902.72 | 10,444.73 | 7.96 |
| | **1284 DESIGNATED PURPOSE GRANTS LVL 4** | **64,933.18** | **.00** | **8,292.68** | **8,292.68** | **56,640.50** | **12.77** |
| | **4 YEAR 2014** | **64,933.18** | **.00** | **8,292.68** | **8,292.68** | **56,640.50** | **12.77** |

| | | |
|---|---|---|
| YTD-Expenditures | 8,292.68 | |
| PP 1/20/14 to 2/2/14 | 11,085.62 | GD JE #4-0193 |
| PP 2/3/14 to 2/16/14 | 22,108.10 | GD JE #4-0194 |
| PP 2/17/14 to 3/2/14 | 15,478.49 | GD JE #4-0196 |
| YTD-Expenditures | 56,964.89 | |

| | | |
|---|---|---|
| YTD-Revenues | 8,292.68 | |
| PP 1/20/14 to 2/2/14 | 11,085.62 | GD JE #4-0193 |
| PP 2/3/14 to 2/16/14 | 22,108.10 | GD JE #4-0194 |
| PP 2/17/14 to 3/2/14 | 15,478.49 | GD JE #4-0196 |
| YTD-Revenues | 56,964.89 | |

| Fringes | OT | FICA | RET | UNEMP COMP | W/C | MILES | TOTALS |
|---|---|---|---|---|---|---|---|
| Avl. Bal. | 37,795.77 | 2,495.29 | 4,230.45 | 51.91 | 1,622.35 | 10,444.73 | 56,640.50 |
| 1/20 to 2/2/14 | (7,870.91) | (602.14) | (1,129.46) | | (309.35) | (1,173.76) | (11,085.62) |
| 2/3 to 2/16/14 | (15,733.49) | (1,203.62) | (2,257.79) | | (618.32) | (2,294.88) | (22,108.10) |
| 2/17 to 3/2/14 | (11,019.96) | (843.03) | (843.20) | | (433.10) | (1,601.04) | (14,740.33) |
| Avl. Bal. | 3,171.41 | (153.50) | - | 51.91 | 261.58 | 5,375.05 | 8,706.45 |
| LIT | | 313.49 | - | -51.91 | -261.58 | | |
| BALANCE | 3,171.41 | 159.99 | - | - | - | 5,375.05 | 8,706.45 |

***NOTE: A line item transfer of $51.91 and $261.58 is pending from Unempl comp and W/C into FICA acct.

DATE: April 1, 2014

DEPARTMENT HEAD: Hidalgo County Sheriff

DEPARTMENT NAME: 2012 Operation Stonegarden - City of Edinburg

ACCOUNT NUMBER: 4-1284-480-00-280-088-5-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

| FROM | | TO | | |
|---|---|---|---|---|
| ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | AMOUNT |
| 4-1284-480-00-280-088-5- | 250 - Unemployment Comp. | 4-1284-480-00-280-088-5- | 220 - FICA | 51.91 |
| 4-1284-480-00-280-088-5- | 260 - Worker's Comp. | 4-1284-480-00-280-088-5- | 220 - FICA | 261.58 |
| | | | | |
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| | | | | $313.49 |

REASON: For reallocation of funds to cover fringe benefits within grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

**AI-43970** **2014 Intradept. (line item) Transfer 2. I.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

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

Department: COMM. PCT. #1

## Information

CAPTION

2014 - Pct. #1 Admin. (1200)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-121-004-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/10/14.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/07/2014 11:37 AM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Katia Garcia Started On: 04/07/2014 10:01 AM

Final Approval Date: 04/11/2014

**DATE:** April 7, 2014

**2014**
**Transfer**

**AI-43970**

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

**DEPARTMENT NAME:** Hidalgo County Precinct No. 1 Administration

**ACCOUNT NUMBER:** 4-1200-431-00-121-004-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 431 | BDLG&OTHR STRUC R&M SRV | 664 | OTHER MINOR EQUIPMENT | $400.00 |
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| | | | TOTAL | $400.00 |

**REASON**:
**Transfer needed to cover anticipated expenditures.**

**DEPARTMENT HEAD SIGNATURE** **DATE**

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

**AI-43968** **2014 Intradept. (line item) Transfer 2. J.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

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

Department: COMM. PCT. #1

## Information

CAPTION

2014 - Pct. #1 Rd. Maint. (1200)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-121-005-0-xxx

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

BUDGETARY IMPACT:

Funds available $6,000.00 as of 4/9/14.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/07/2014 01:25 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Katia Garcia Started On: 04/07/2014 09:38 AM

Final Approval Date: 04/11/2014

**DATE:** April 7, 2014

**2014**
**Transfer**

**AI-43968**

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

**DEPARTMENT NAME:** Hidalgo County Precinct No. 1 Rd. Maintenance

**ACCOUNT NUMBER:** 4-1200-431-00-121-005-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 739 | OTHER STRUCTURES | 748 | OTHER EQUIPMENT | $3,695.00 |
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| | | | TOTAL | $3,695.00 |

**REASON**:
**Transfer needed to cover anticipated expenditures.**

**DEPARTMENT HEAD SIGNATURE** **DATE**

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

**AI-44067** **2014 Intradept. (line item) Transfer** **2. K.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted For: Commissioner Hector Palacios

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

Department: COMM. PCT. #2

## Information

CAPTION

2014 - Pct. #2 / CW Mech Shop (1200)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-004-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/11/14.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Erika Zamora (Originator) | Erika Zamora | 04/11/2014 12:05 PM |
| Budget & Management | Debbie Tamez | 04/11/2014 01:21 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Erika Zamora Started On: 04/11/2014 11:46 AM

Final Approval Date: 04/11/2014

**DATE:** April 15, 2014

**2014**
**Transfer**

**DEPARTMENT HEAD:** Commissioner Hector Palacios

**DEPARTMENT NAME:** Hidalgo County CW Mech Shop

**ACCOUNT NUMBER:** 4-1200-431-00-122-004-0-XXX

**Contact Person:** Erika Zamora **Ph#:** (956) 787-1891 Ext. 2015

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

Honorable Commissioners' Court of Hidalgo County:

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

| **FROM** OBJECT CODE | OBJECT DESCRIPTION | **TO** OBJECT CODE | OBJECT DESCRIPTION | **AMOUNT** |
|---|---|---|---|---|
| | | | | |
| 626 | Gasoline/Diesel | 672 | Equip & Vehicle R&M Supplies | 800.00 |
| 626 | Gasoline/Diesel | 664 | Other Minor Equipment | 800.00 |
| | | | | |
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| | | | **TOTAL** | **1,600.00** |

**REASON**:
**To fund 2014 operating expenditures.**

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-44066** **2014 Intradept. (line item) Transfer 2. L.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted For: Commissioner Hector Palacios

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

Department: COMM. PCT. #2

## Information

CAPTION

2014 - Pct #2 Parks (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-452-00-122-008-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/11/14.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Erika Zamora (Originator) | Erika Zamora | 04/11/2014 04:24 PM |
| Budget & Management | Debbie Tamez | 04/11/2014 04:33 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Erika Zamora Started On: 04/11/2014 11:45 AM

Final Approval Date: 04/11/2014

**DATE:** April 15, 2014

**2014**
**Transfer**

**DEPARTMENT HEAD:** Commissioner Hector Palacios

**DEPARTMENT NAME:** Hidalgo County Precinct 2 Parks

**ACCOUNT NUMBER:** 4-1100-452-00-122-008-0-XXX

**Contact Person:** Erika Zamora **Ph#:** (956) 787-1891 Ext. 2015

**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 |
|---|---|---|---|---|
| | | | | |
| 609 | Agri & Landscaping Supplies | 679 | Other R&M Supplies | 10,000.00 |
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| | | | TOTAL | **10,000.00** |

**REASON**:
**To fund expenditures for replacement of park equipment.**

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-43942** **2014 Intradept. (line item) Transfer** **2. M.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

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

Department: COMM. PCT. #4

## Information

CAPTION

2014 - Pct. #4 Rd. Maint (1200)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-124-007-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 04/11/14.

432 --> 672 $10,000.00
619 --> 540 $1,000.00
733 --> 672 $5,000.00
334 --> 890 $26,982.00

## Attachments

lit

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/11/2014 04:18 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Veronica Lopez Started On: 04/04/2014 09:21 AM

Final Approval Date: 04/11/2014

**DATE:** April 14, 2014

**DEPARTMENT HEAD:** Joseph Palacios

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

**ACCOUNT NUMBER:** 4-1200-431-00-124-007-0-XXX

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

# 2014
**Intradepartmental Transfer**

# 43942

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 432 | Pct 4 Rd Maint Srv- Equip & Veh R&M | 672 | Pct 4 Rd Maint- Equip & Veh R&M Supplies | $10,000.00 |
| 619 | Pct 4 Rd Maint- Other Misc Supp | 540 | Pct 4 Rd Maint- Advertising | $1,000.00 |
| 733 | Pct 4 Rd Maint- Drainage Ditches | 672 | Pct 4 Rd Maint- Equip & Veh R&M Supplies | $5,000.00 |
| 334 | Pct 4 Rd Maint- Arch & Eng Srv | 890 | Pct 4 Rd Maint- Other | $26,982.00 |
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| | | | **TOTAL** | **$42,982.00** |

**REASON**:
Transfer needed for Pct 4 Rd. Maint. expenditures.

**DEPARTMENT HEAD SIGNATURE**

/ /
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-43881** **2014 Intradept. (line item) Transfer 2. N.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted By: Irma Castillo,
PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

2014 - Planning Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-419-10-210-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/7/14.

Attachments

LIT042514

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/02/2014 01:47 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Irma Castillo Started On: 04/01/2014 01:21 PM

Final Approval Date: 04/11/2014

Raul E. Sesin, P.E.,
C.F.M.
PLANNING
ADMINISTRATOR

HIDALGO COUNTY
PLANNING DEPT.

DATE: March 28, 2014

DEPARTMENT HEAD: Raul E. Sesin, P.E.

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 4-1100-419-10-210-001-0.

SUBJECT: BUDGET LINE ITEM TRANSFER(S)
Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

| FROM ACCOUNT NUMBER | ACCOUNT NAME | | TO ACCOUNT NUMBER | ACCOUNT NAME | AMOUNT |
|---|---|---|---|---|---|
| 4-1100-419-10-210-001-0-432 | Equip & Veh R&M Srv | → | 4-1100-419-10-210-001-0-601 | Office Supplies | $1,045.62 |
| | | | | | **$1,045.62** |

Comments: Need to transfer money from 432-Equip & Veh R&M Serv. to 601-Office Supplies (Only have $68.84 in Office Supplies Acct.)

Department Head Signature

Approved Commissioners' Court

___/___/___
Date

Attest County Clerk

LIT040814

**AI-43911** **2014 Intradept. (line item) Transfer 2. O.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted By: Priscilla Torres, COUNTY CLERK

Department: COUNTY CLERK

## Information

CAPTION

2014 - County Clerk (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-40-180-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/4/14.

## Attachments

lit

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/02/2014 04:03 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Priscilla Torres Started On: 04/02/2014 03:42 PM

Final Approval Date: 04/11/2014

DATE: 4/2/2014

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 4-1100-415-40-180-001-0

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** |
| | | | | |
| 535 | CO CLERK - POSTAGE | 780 | CO CLERK - CAPITAL LEASES | $4,500.00 |
| | | | | |
| 535 | CO CLERK - POSTAGE | 432 | CO CLERK-REPAIR&MAINT. SERV.-EQUIP. | $2,250.00 |
| | | | | |
| 535 | CO CLERK - POSTAGE | 550 | CO CLERK-PRINTING & BINDING | $3,060.00 |
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| | | | **TOTAL** | **$9,810.00** |

REASON: To pay for some up coming needed expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE ATTEST COUNTY CLERK

**AI-43901** **2014 Intradept. (line item) Transfer 2. P.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted By: Roxanne De La Cruz, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

## Information

CAPTION

2014 - Constable Pct. #2 (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-292-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/7/14.

## Attachments

lit

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/02/2014 03:49 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Roxanne De La Cruz Started On: 04/02/2014 02:21 PM

Final Approval Date: 04/11/2014

# INTRADEPARTMENTAL TRANSFER REQUEST

**DATE:** April 02 2014

**DEPARTMENT HEAD:** MARTIN "MARTY" CANTU

**DEPARTMENT NAME:** Constable Precinct #2

**ACCOUNT NUMBER:** 4-1100-421-00-292-001-0-XXX

**SUBJECT:** **Intradepartmental transfer's)**

Honorable Commissioners' Court of Hidalgo County:

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

| FROM Object Code | Description | TO Object Code | Description | Amount |
|---|---|---|---|---|
| 745 | Computer Equipment | 604 | Medical and Lab Supply | $272.46 |
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| | | | **TOTAL** | **$ 272.46** |

**REASON:** For the purchase of first aid kits for all units

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

4/2/2014
**DATE**

**ATTEST COUNTY CLERK**

Form DBM-201

**AI-43884** **2014 Intradept. (line item) Transfer 2. Q.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted By: Raquel Ramos,
CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

## Information

CAPTION

2014 - Constable Pct. 3 LBSP (1284)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: See Below ACCT. #: 4-1284-421-00-293-080-3-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/10/2014 for FY 2013.

## Attachments

LIT 04-08-14

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/02/2014 03:40 PM |
| Obdett Calzada | Obdett Calzada | 04/10/2014 03:27 PM |
| Auditor's Office | Debbie Tamez | 04/11/2014 11:58 AM |
| Obdett Calzada | Obdett Calzada | 04/11/2014 01:52 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Raquel Ramos Started On: 04/01/2014 02:12 PM

Final Approval Date: 04/11/2014

**DATE:** April 14, 2014

**DEPARTMENT HEAD:** Lazaro Gallardo, Jr.

**DEPARTMENT NAME:** Constable Precinct 3

**ACCOUNT NUMBER:** 4-1284-421-00-293-080-3-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 581 | Const. 3 - LBSP Travel In County | 131 | Const. 3 - LBSP Overtime Pay | $ 2,571.44 |
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| | | | TOTAL | $ 2,571.44 |

**REASON**: TO COVER OVERTIME EXPENSES FOR CONSTABLE PRECINCT 3 LBSP FY 13

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-44070** **2014 Intradept. (line item) Transfer** **2. R.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted For: CONSTABLE ATANACIO GAITAN

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

## Information

CAPTION

2014 - Constable Pct. #4 (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-294-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/11/14.

## Attachments

LIT

Uniform Policy

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/11/2014 02:24 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Nayla Munoz Started On: 04/11/2014 01:55 PM

Final Approval Date: 04/11/2014

# BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

**DATE:** April 11, 2014

**DEPARTMENT HEAD:** ATANACIO GAITAN

**DEPARTMENT NAME:** CONSTABLE PRECINCT 4

**ACCOUNT NUMBER:** 4-1100-421-00-294-001-0

**SUBJECT:** Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

| **FROM** OBJECT CODE | OBJECT DESCRIPTION | **TO** OBJECT CODE | OBJECT DESCRIPTION | **AMOUNT** |
|---|---|---|---|---|
| **611** | Police Supplies | **601** | Office & Computer Supplies | **$200.00** |
| **611** | Police Supplies | **605** | Clothing & Uniforms | **$1,300.00** |
| **611** | Police Supplies | **550** | Printing & Binding | **$1,000.00** |
| **529** | Surety & Notary Bonds | **432** | Equip&Veh R&M Srv | **$149.12** |
| **611** | Police Supplies | **432** | Equip&Veh R&M Srv | **$700.00** |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL** | **$3,349.12** |

**REASON:** Transfer needed to cover various expenditures for new interim constable such as uniforms, badges, letterhead, envelopes, ect.

JOEL RIVERA *for Constable J. E. Guerra*

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**1. POLICY TITLE** Uniform Policy

**2. POLICY STATEMENT**

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

**3. PURPOSE**

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

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

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

**4. GENERAL GUIDELINES**

A. Each Department Director will identify the positions within their respective department for which the wearing of a uniform is required. Department Directors should ensure that uniforms are absolutely necessary.

B. Employees filling positions designated as requiring the wearing of a uniform must wear issued uniforms on the job on a daily basis once the employee receives his/her supply of uniforms.

C. Each department requiring employees to wear uniforms must include funds for new issues and replacement of uniforms in their respective department annual budget.

D. The purchasing of uniforms may be used in lieu of the rental of uniforms when considered more economical by the Elected Official or the County Executive Officer for General Fund Departments.

**5. UNIFORM ISSUANCE**

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

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

**6. APPEARANCE IN UNIFORM**

A. Personnel shall maintain a neat and professional appearance while in uniform that shall be representative of the County of Hidalgo.

B. When the uniform is worn, the wearer shall maintain a neat, tidy appearance at all times, avoiding soiled or wrinkled uniforms.

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

**7. APPROPRIATE ATTIRE FOR NON-UNIFORMED AND UNIFORMED PERSONNEL**

A. Non-Uniformed Employees wearing civilian attire will wear clothing that is acceptable for an office setting and keeping with other County Offices and Departments.

B. Non-Uniformed and Uniformed Employees will ensure that their clothing is cleaned, free of stains, tears and holes.

C. Non-Uniformed and Uniformed Employees authorized to wear jeans shall not wear jeans faded out, spotted with bleach or worn to the point that the cuffs are frayed or cut. The jeans cannot have holes in them.

E. All button down shirts or blouses will be worn tucked in the pant line. The only exception is for women's blouses that are designed to be worn un-tucked. Examples of this type of blouse are those made with straight hem.

**8. CASUAL ATTIRE**

A. On Fridays, or the last day of the workweek, Non-Uniformed Employees are allowed to wear jeans. Designed Uniformed employees shall not observe this practice unless authorized by the Department Director. Clothes should be neat, clean, and without holes or ragged edges.

B. Attire that is considered inappropriate includes but is not limited to: shorts, low cut shirts/blouses, ratty jeans, T-shirts, athletic shoes, thong sandals, and any attire that exposes the midriff or undergarment, and any other attire that the supervisor deems

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

**9. UNACCEPTABLE CASUAL ATTIRE**

A. Regardless of gender, it is not appropriate to wear your favorite old t-shirt, ripped jeans and sneakers. Keep in mind the "business" part of the business casual, and leave your old comfortable clothes at home.

B. Pull over's can be worn but must have collar and top buttons (polo style). All pull over's will be worn tucked in the pant line. Henley style (collarless with buttons) pull over's are not acceptable. Pull over shirts cannot be heavily designed with patterns.

C. Hawaiian shirts or similar heavily patterned shirts are not acceptable wear for the office.

D. Revealing clothing, transparent materials, micro-mini skirts, and or shorts prohibited.

E. If you are assigned to go to a class, seminar or training and

F. you are being paid to attend, you are expected to adhere to this dress policy.

**11. CARE AND MAINTENANCE OF UNIFORMS**

A. Employees are personally responsible for the proper care, cleaning, alterations and repair of uniforms issued to them.

B. If uniform item(s) becomes unserviceable the employee must launder the item and request a replacement.

C. If an employee loses a uniform item, the employee will be charged the current cost for the item for a replacement.

**10. IMPROPER UNIFORM WEAR PROHIBITED**

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

**12. TERMINATION OF EMPLOYMENT**

A. When an employee terminates with the County or is transferred into a position of

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

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

**13. POLICY VIOLATION AND REVISION**

A. An employee who does not wear the uniform specified, without a reason acceptable to the immediate supervisor, will be subject to disciplinary action, up to and including termination of employment.

B. Employees may not wear county uniforms in any capacity other than when they are performing official business for the county.

C. Failure to comply with the guidelines established in this policy may lead to disciplinary action up to an including termination of employment.

**AI-43988** **2014 Intradept. (line item) Transfer 2. S.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

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

Department: WIC

## Information

CAPTION

2014 - WIC (1292)

BACKGROUND

Line Item Transfer.

4.1292.441.00.350.001.4.xxx

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4.1292.441.00.350.001.4.xxx

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

BUDGETARY IMPACT:

No Budgetary impact. Sufficient funds available on object #113- Salaries to transfer to obj. 531 telephone.
On object #619, transfer funds to obj. #671 in the amount of $808.95.

Funds available as of 4/11/2014, please see attached salary analysis.

## Attachments

WIC L/T Analysis

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/09/2014 01:26 PM |
| Obdett Calzada | Obdett Calzada | 04/11/2014 01:39 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Margarita Gonzalez Started On: 04/08/2014 03:08 PM

Final Approval Date: 04/11/2014

| | |
|---|---|
| DATE: | 04/08/14 |
| WIC DIRECTOR: | NORMA LONGORIA |
| DEPARTMENT NAME: | HIDALGO COUNTY WIC PROGRAM |
| ACCOUNT NUMBER: | 4.1292.441.00.350.001.4. WIC |
| SUBJECT: | BUDGET LINE ITEM TRANSFER |

Honorable Commissioners' Court of Hidalgo County:

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

| FROM | | TO | | |
|---|---|---|---|---|
| ACCOUNT NUMBER | Account Name | ACCOUNT NO.(S) | ACCOUNT NAME | AMOUNT |
| 4.1292.441.00.350.001.4 | 113 Reg. F/T Employees | → 4.1292.441.00.350.001.4 | 531 Telephone | 40,000.00 |
| 4.1292.441.00.350.001.4 | 619 Other Mis. Supplies | → 4.1292.441.00.350.001.4 | 671 Bldg. & Other R&M Supplies | 808.95 |
| Total: | | | | 40,808.95 |

To encumber cost on telephone that is needed for IT Dept and on Bldg.& Other Supplies.

# WIC ADM

## Salaries Analysis Worksheet

4/7/2014

**Acct No: WIC ADM - 1292-441-00-350-001-4**

| Object Code | Acct. Description | Payroll Amount per Pay Period | PP Remaining | Remaining Estimated Salaries per Year | Available Balance | Availability |
|---|---|---|---|---|---|---|
| 113 | Regular Full-Time | $218,592.26 | 13.7 | $2,994,713.96 | $3,041,780.34 | $47,066.38 |
| **TOTAL** | | **$324,540.56** | **-** | **$4,405,434.95** | **$4,726,475.45** | **$321,040.50** |

*Analysis based on "**actual" expenditures.**

**Please note:**

Grant expiration date: 09/30/2014

Longevity pay & Health Ins = 24 pay periods (twice a month)

Life Ins = 12 pay periods (once a month)

All others = 26 pay periods

**AI-43870** **2014 Intradept. (line item) Transfer 2. T.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted For: IT Dept Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

## Information

CAPTION

2014 - IT Countywide (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-00-200-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/10/14.

## Attachments

Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 03/31/2014 02:48 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Merlen P. Munoz Started On: 03/31/2014 02:34 PM

Final Approval Date: 04/11/2014

**DATE:** March 31, 2014

**DEPARTMENT HEAD:** Sergio Cruz

# AI - 43870

**DEPARTMENT NAME:** Dept of Budget & Mgmt for - IT Countywide

**ACCOUNT NUMBER:** 4-1100-415-00-200-002-0-XXX

**SUBJECT:** Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 534 | Internet | 531 | Telephone | 158,118.00 |
| | | | | |
| | | | | |
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| | | | TOTAL | 158,118.00 |

**REASON**: To fund accounts appropriately as requested by the IT Department. (Note: DIR TWC Fiber and Coax to be expensed from object code 531.)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI-43955** **2014 Intradept. (line item) Transfer 2. U.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

**Submitted By:** Eric Pacheco, 449TH DISTRICT COURT

**Department:** 449TH DISTRICT COURT

## Information

**CAPTION**

2014 - 449th District Court (1100)

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1100-412-00-011-001-0-xxx

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

**BUDGETARY IMPACT:**

Funds available as of 4/9/14.

## Attachments

Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/04/2014 02:59 PM |
| Purchasing Department | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Eric Pacheco Started On: 04/04/2014 02:43 PM

Final Approval Date: 04/11/2014

**DATE:** April 4, 2014

**DEPARTMENT HEAD:** Regina Moreno

**DEPARTMENT NAME:** 449th District Court

**ACCOUNT NUMBER:** 4-1100-412-00-011-001-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| 743 | OFFICE FURN & EQUIP | 831 | COURT COST & INVESTIGATION | $1,000.00 |
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| | | | TOTAL | $1,000.00 |

**REASON:** Funds needed to cover Referee costs.

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-44064** **2014 Interdepartmental Transfers 3. A.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

BCAP Pct.4 (1312):
Approval of 2013 interdepartmental transfer from BCAP Contingency Road program no.000 to BCAP Hoehn Drive, program no.329, in the total amount of $19,572.11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 4 ACCT. #: 4-1312-431-00-000-000-0-899

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

BUDGETARY IMPACT:

Attachments

Inter LIT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/11/2014 01:25 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Marcie Jackson Started On: 04/11/2014 10:50 AM

Final Approval Date: 04/11/2014

**DATE:** April 11, 2014

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Hidalgo County Border Colonia Access Program Precinct No.4

**ACCOUNT NUMBER:** 4-1312-431-00-000-000-0-899

**CONTACT PERSON:** Marcie Jackson **PHONE:** (956) 968-8733 Ext. 1021

# 2014

**Interdepartmental Transfer**

**AI-44064 04/15/14**

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| **FROM:** | | | |
| 4-1312-431-00-000-000-0- 899 | BCAP RIII-CONTINGENCY | ROAD ALLOCATION | (19,572.11) |
| 4-1312-334-30-000-000-0- 000 | BCAP 3 ROAD ALLOCATION | REVENUE | (19,572.11) |
| | | | |
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| **TO:** | | | |
| 4-1312-431-00-124-329-0- 731 | HOEHN DRIVE SUBDIVISION | ROADS | 19,572.11 |
| 4-1312-334-30-124-329-0- 000 | PCT.4 BCAP III-HOEHN DRIVE SUBD | REVENUE | 19,572.11 |
| | | | |
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| **TOTAL BUDGET INCREASE (DECREASE)** | | | - |

**REASON:** Transfer is needed for completion of project.

**DEPARTMENT HEAD SIGNATURE**

**COMMISSIONERS COURT**

**DATE** / /

**ATTEST, COUNTY CLERK**

**AI-43917** **2014 Interdepartmental Transfers 3. B.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

## Information

CAPTION

DBM-Budget Div (1100):
Approval of 2014 interdepartmental transfer from Co. Wide Adm-Contingency to DBM - Budget Division in the amount of $7,546.00 to fund remodeling of front lobby.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-00-115-002-0-XXX

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

BUDGETARY IMPACT:
Funds available as of 4/10/2014.

## Attachments

Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/03/2014 09:41 AM |
| Obdett Calzada | Obdett Calzada | 04/10/2014 02:41 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Patricia Ramos Started On: 04/03/2014 08:00 AM

Final Approval Date: 04/11/2014

**DATE:** April 3, 2014

**DEPARTMENT HEAD:** Sergio Cruz

**DEPARTMENT NAME:** Dept. of Budget & Mgmt for DBM Budget Division

**ACCOUNT NUMBER:** 4-1100-415-XX-115-00X-0-XXX

**CONTACT PERSON:** Patricia Ramos **PHONE:** (956) 292-7025 Ext. 5416

**2014**
**Transfer**
AI-43917

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| FROM | | | |
| 4-1100-415-00-115-002-0- 899 | CO WIDE ADM- | CONTINGENCY | (7,546.00) |
| | | | |
| | | | |
| TO | | | |
| 4-1100-415-14-115-001-0- 431 | DBM-BUDGET DIV- | BLDG&OTHR STRUC R&M SRV | 7,546.00 |
| | | | |
| | | | |
| | TOTAL BUDGET INCREASE (DECREASE) | | $ - |

**REASON:** **Transfer to fund remodel of Budget & Management Department Lobby Area at the Administration Building.**

**SIGNATURE**

**COMMISSIONERS COURT**

**DATE** / /

**ATTEST, COUNTY CLERK**

**AI-44006** **2014 Interdepartmental Transfers 3. C.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

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

Department: COMM. PCT. #1

## Information

CAPTION

Pct.1 R&B (1200):
Approval of 2014 interdeparmental transfer within R&B Fund 1200 from program (052) to program (005) in the amount of $60,000.00.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-121-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available $162,500.00 as of 4/9/14.

## Attachments

INTERDEPT TRF

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/09/2014 01:29 PM |
| Glinda Pacheco | Glinda Pacheco | 04/11/2014 09:52 AM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Katia Garcia Started On: 04/09/2014 08:29 AM

Final Approval Date: 04/11/2014

**DATE:** April 9, 2014

**2014**
**TRANSFER**
**AI-44006**

**DEPARTMENT HEAD:** Commissioner A.C. Cuellar

**DEPARTMENT NAME:** Hidalgo County Precinct No.1 R&B

**ACCOUNT NUMBER:** 4-1200-431-00-121-XXX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| ACCOUNT NUMBER | ACCOUNT NAME | INCREASE (DECREASE) AMOUNT |
|---|---|---|
| **FROM** | | |
| | | |
| 4-1200-431-00-121-052-0-890 | PCT1 DRAIN IMPRV PRJ-OTHER | ($60,000.00) |
| | | |
| | | |
| | | |
| **TO** | | |
| | | |
| 4-1200-431-00-121-005-0-626 | PCT1 RD MAINT-GASOLINE/DIESEL | $60,000.00 |
| | | |
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| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | **$0.00** |

**REASON:**
**Transfer from PCT 1 DRAIN IMPRV PRJ into PCT1 RD MAINT to cover anticipated expenditures.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-43967** **2014 Interdepartmental Transfers 3. D.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

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

Department: COMM. PCT. #1

Information

CAPTION

Pct.1 R&B (1200):
Approval of 2014 interdepartmental transfer within R&B Fund 1200 from program (052) to program (004) in the amount of $18,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-121-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available $180,500.00 as of 4/11/14.

Attachments

INTERDEPT TRF

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/07/2014 01:16 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Katia Garcia Started On: 04/07/2014 09:33 AM

Final Approval Date: 04/11/2014

**DATE:** April 7, 2014

**2014**
**TRANSFER**
**AI-43967**

**DEPARTMENT HEAD:** Commissioner A.C. Cuellar

**DEPARTMENT NAME:** Hidalgo County Precinct No.1
R&B

**ACCOUNT NUMBER:** 4-1200-431-00-121-XXX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| ACCOUNT NUMBER | ACCOUNT NAME | INCREASE (DECREASE) AMOUNT |
|---|---|---|
| **FROM** | | |
| | | |
| 4-1200-431-00-121-052-0-890 | PCT1 DRAIN IMPRV PRJ-OTHER | ($18,000.00) |
| | | |
| | | |
| | | |
| **TO** | | |
| | | |
| 4-1200-431-00-121-004-0-609 | PCT1 ADM-AGRI & LANDSCAPING SUPPLIES | $18,000.00 |
| | | |
| | | |
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| | | |
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| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | **$0.00** |

**REASON:**
**Transfer from PCT 1 DRAIN IMPRV PRJ into PCT1 ADM to cover anticipated expenditures.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-43864** **Interfund Transfers 4. A.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted For: Rene Guerra, Criminal District Attorney

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

## Information

CAPTION

Approval of 2014 interfund transfer from HIDTA Task Force (Fund 1252) to Constable Pct. 3 (Fund 1257) in the amount of $ 10,000.

BACKGROUND

MOU between HIDTA Task Force and Constable Pct#3 was approved by Commissioners' Count on 03/25/14 (AI-43689).

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1252-491-01-000-257-0-891

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

BUDGETARY IMPACT:

Funds available via interfund from HIDTA FED SHRG, program 252

## Attachments

Interfund

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 03/31/2014 02:34 PM |
| Glinda Pacheco | Glinda Pacheco | 04/11/2014 03:36 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Nelda Olivarez Started On: 03/31/2014 09:53 AM

Final Approval Date: 04/11/2014

**DATE:** March 31, 2014

**DEPARTMENT HEAD:** Sergio Cruz

**2014**
**Interfund Transfer**

**DEPARTMENT NAME:** Department of Budget & Management for Constable Pct. 3 US Treasury

**ACCOUNT NUMBER:** **4-125X-X91-01-000-25X-0-XXX**

**CONTACT PERSON:** Sylvia Solis **PHONE:** 292-7025 ext. 5423

**SUBJECT:** **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

**Honorable Commissioner's Court of Hidalgo County:**

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

| INCREASE/DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| **FROM** | | |
| **4-1252-491-01-000-257-0- 891** | **Transfer Out - CONST PCT3 FED SHRG-TREAS** | **10,000.00** |
| | | |
| **TO** | | |
| **4-1257-391-01-000-252-0- 000** | **Transfers In - HIDTA FED SHRG-US TREAS** | **10,000.00** |
| | | |
| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | |

**REASON:** Interfund transfer from HIDTA US Treasury (Fund 1252) fund balance to Constable Pct. 3 US Treasury (Fund 1257) fund balance to transfer funds in accordance with the permissible use provisions of Section VIII.A.1.lof the Guide of Equitable Sharing for State and Local Law Enforcement Agencies.

**DEPARTMENT HEAD SIGNATURE**

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

**AI-44034** **Interfund Transfers 4. B.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

## Information

CAPTION

Precinct No.3 TxDOT (1315):
Approval of 2014 interfund transfer from CO's 1336 (prog 051) to TxDOT project (prog 071) in the total amount of $45,001.77

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 14 ACCT. #: 4-1336-431-00-123-051-0-731

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

BUDGETARY IMPACT:

as per precinct no.3 funds can be made available from Fund 1336 program 051 since funding is no longer needed at this time.

Funds are needed for anticipated expenditures for the TxDOT project FM 2221/FM 492

## Attachments

Interfund

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Roland Garcia (Originator) | Rolando Garcia | 04/11/2014 03:47 PM |
| Budget & Management | Debbie Tamez | 04/11/2014 03:56 PM |
| Glinda Pacheco | Glinda Pacheco | 04/11/2014 04:56 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Rolando Garcia Started On: 04/09/2014 04:35 PM

Final Approval Date: 04/11/2014

**DATE:** April 11, 2014

**DEPARTMENT HEAD:** Sergio Cruz

**2014**

**DEPARTMENT NAME:** Department of Budget & Management for:
Precinct No.3 TxDOT

**AI-44034**

**ACCOUNT NUMBER:** 4-1315-431-00-123-071-0-841

**CONTACT PERSON:** Rolando Garcia Jr. **PHONE:** 292-7025 ext. 5413

**SUBJECT:** **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

**Honorable Commissioner's Court of Hidalgo County:**

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

| INCREASE/DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| **FROM** | | |
| 4-1336-431-00-123-051-0-731 | CO2006-PCT3 M3N (FM492-FM2221)-ROADS | (45,001.77) |
| | | |
| 4-1336-491-01-000-315-0-891 | TRANSFERS OUT-TXDOT PROJECTS | 45,001.77 |
| | | |
| | | |
| | | |
| **TO** | | |
| 4-1315-391-01-000-336-0-000 | TRANSFERS IN-CERT OF OBLIG, 2006 | 45,001.77 |
| | | |
| 4-1315-431-00-123-071-0-841 | TXDOT-FM2221/FM492(FM681-SH364)-AID GOVT | 45,001.77 |
| | | |
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| | | |
| | | |
| | | |
| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | - |

**REASON:** Transfer to utilize available funding for pending legal and/or other project related expenditures for FM 2221/FM492.

**DEPARTMENT HEAD SIGNATURE**

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

**AI-44017** **Planning Department 5. A.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

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 04-15-14

Pct 2 & 4 Cert Plat & Utility Status 04-15-14

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/09/2014 01:27 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Irma Castillo Started On: 04/09/2014 11:08 AM

Final Approval Date: 04/11/2014

| | PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS | |
|---|---|---|
| | APPLICANT | APPLICATION NO. |
| 1. | JUAN CONTRERAS | 1-11072 |
| 2. | FABIOLA FERNANDEZ | 1-10094 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | COMM. COURT: APRIL 15, 2014 | |

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct 1 2 3 4

Application No: 1-1094

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

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

**Name:** Fabiola Fernandez

**Address:** 2705 Alondra Dr. Weslaco, TX. 78599

**Phone:** 956-2468266

**Water Supplier:** NAWS

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

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Sunset Valley #2 Lot 65,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8/9/13);

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

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

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

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

_____ _____ _____

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

**ATTEST:** _____ _____

**Hidalgo County Clerk** **Date**

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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1304 South 25th Street
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956-973-7850

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

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


Precinct (1) 2 3 4

Application No: 1-11094

## 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:** Fabiola Fernandez

**Address:** 2705 Alondra Dr.
Weslaco, TX. 78599

**Phone:** 956 246 8266

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

Sunset Valley #2 lot # 65

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Fabiola Fernandez 4-8-14
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

4/8/14
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-11094
Apr. 8, 2014

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

S7658-02-000-0065-00

[ 1] OWNER: FERNANDEZ, FABIOLA

2705 ALONDRA DR.
WESLACO, TX 78599
Telephone No. 246-8266

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

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

[ 5] SIZE OF STRUCTURE: 784 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
SUNSET VALLEY #2 LOT#65

LOCATION: 0 VICTORIA & STITES

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 15' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF STREET

Prepared by — Date: 4/8/14

Approved by: Jonathan Isidro — Date: 4/3/14

Fabiola Fernandez — Date: 4-8-14
Signature of Owner or Applicant

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: _____ YES ✓ NO _____ BFE

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

## [ NOTICE ]

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

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

# SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: March 17, 2014

Grantor: Sandoval Development, L.P., a Texas Limited Partnership
Grantor's Mailing Address:
605 N. Main Street, Suite C
Donna, Texas 78537

Grantee: Fabiola Fernandez
Grantee's Mailing Address (including county):
2705 Alondra Drive
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, and the further consideration of a note of even date that is in the principal amount of Twenty-Nine Thousand Dollars and No Cents ($29,000.00), 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) 65, Sunset Valley Subdivision, Phase 2, 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 2438290

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated May 7, 2012, 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 2312955. 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 Sun Valley Subdivision, Phase 2, 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 2438290; 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.

Sandoval Development, L.P., a Texas Limited Partnership
By Sandoval Operations, L.C., a Texas limited liability company, it's General Partner

BY: _____
Jose T. Sandoval, Member

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 27th day of March, 2014, by Jose T. Sandoval, Member of Sandoval Operations, L.C., a Texas limited liability company in it's capacity as General Partner of Sandoval Development, L.P., a Texas Limited Partnership.

Notary Public, State of Texas

LAURA RIPLOW NOTARY PUBLIC STATE OF TEXAS EXPIRES 09-21-2016

AFTER RECORDING RETURN TO:
Sandoval Development, L.P.
605 N. Main Street, Suite C
Donna, Texas 78537

Software by ReMerge-It.com
(956) 630-9401
www.ReMerge-It.com

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct (1) 2 3 4

Application No: 1-11072

## 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 Contreras

**Address:** 3805 E. Stites Rd.
Donna TX. 78537
Lot-18

**Phone:** 956-472-1055

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

**Water Supplier:** N.A.W.L

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

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Sunset Valley ph 1 lot 18,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 9/22/08);

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

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

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

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

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

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

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct 1 2 3 4

Application No: L-11072

### 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 Contreras

**Address:** 3805 E. Stites Rd.

Donna TX 78537 Lot-18

**Phone:** 956-472-1055

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

Sunset Valley Ph 1 lot 18

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Juan Contreras
Requesting Party (Signature)

4-3-14
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:**

8/9/14
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-11072
Apr. 3, 2014

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

S7658-00-000-0018-00

[ 1] OWNER: CONTRERAS, JUAN

2506 S. CLAVEL
WESLACO, TX 78596
Telephone No. 472-1055

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[ 5] SIZE OF STRUCTURE: 1,740 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
SUNSET VALLEY #1 LOT#18

LOCATION: 0 STITES & VICTORIA

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: BRIC

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 50' REAR 30' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF STREET

Prepared by — Date: 04/3/14

Approved by — Date: 4/2/14

Signature of Owner or Applicant — Date: 4-3-14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: _____ YES ✓ NO _____ BFE

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

## [ NOTICE ]

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

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

# SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: February 21, 2014

Grantor: Sandoval Development, L.P., a Texas Limited Partnership
Grantor's Mailing Address:
605 N. Main Street, Suite C
Donna, Texas 78537

Grantee: Juan Contreras

Grantee's Mailing Address (including county):
2506 Clavel
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, and the further consideration of a note of even date that is in the principal amount of Twenty-Nine Thousand Dollars and No Cents ($29,000.00), 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) 18, Sunset Valley Subdivision, 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 1930581

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated August 23, 2007, 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 1930581. 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 Sun Valley Subdivision, Phase 1, 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 1930581; and

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 27th day of February, 2014, by Jose T. Sandoval, Member of Sandoval Operations, L.C., a Texas limited liability company in it's capacity as General Partner of Sandoval Development, L.P., a Texas Limited Partnership.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Sandoval Development, L.P.
605 N. Main Street, Suite C
Donna, Texas 78537

Software by ReMerge-It.com
(956) 630-9401
www.ReMerge-It.com



| | PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS | |
|---|---|---|
| | | |
| | APPLICANT | APPLICATION NO. |
| 1. | Joe L. Borjas | 4-11763 |
| 2. | Mark Garcia | 4-13146 |
| | | |
| | COMM. COURT: APRIL 15, 2014 | |

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct 1 2 3 4

Application No: 4-11763
08-20-12

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | Pre-Install Asst |
| Date Approved: | / / | 4 / 3 / 14 |

Name: Joel L. Borjas.

Address: 15616 Mile 19 Rd
Elsa Tx. 78539
Evergreen Estates Phase 3 Lot 42

Phone: 956 369-1856

Water Supplier: North Alamo

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

Account/ESI No.: # 10032789468947788

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Evergreen Valley Est. 3 Lot #42

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-16-07);

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

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

**Hidalgo County Clerk** | **Date**

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct 1 2 3 4

Application No: 4-11763

08-20-12

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

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

PARTY MAKING REQUEST:

**Name:** Joe L. Borjas

**Address:** 1516 Mile 19 Rd. Elsa Tx. Evergreen Estates Phase B Lot 42

**Phone:** 956 369-1856

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

Evergreen Valley Est. 3 Lot #42

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Joe L. Borjas
Requesting Party (Signature)

04/09/14
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__X__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
_____ Other (describe) PMT 4-11763

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

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

04/09/14
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
4-11763
Aug. 20, 2012

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

E8250-03-000-0042-00

[ 1] OWNER: BORJAS, JOSE LUCIANO & MARISELA
15616 MILE 19 N. RD
EDCOUCH, TX. 78538
Telephone No. 369-1856

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[ 5] SIZE OF STRUCTURE: 2,372 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #3 LOT42
1/25/12 NA/AG. USE/E

LOCATION: 0 MILE 19 & SKINNER

[ 8] SEWAGE: INSTA

[ 9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' SIDE'S 6' REAR 73' FINISH FLOOR OF ELEV.
18" TOP OF STREET.

Prepared by — Date: 8/20/12

Approved by — Date: 8-15-12

Signature of Owner or Applicant — Date: 8/20/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 480334 0325 D Pct: 4
Community No.:

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

## [ NOTICE ]

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

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

Hidalgo County
real property official records search

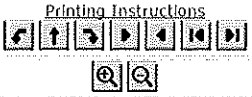
Wednesday, April 9, 2014

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Recorded On:2012-Feb-16 As:2281152

2281152

**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.**

# SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: January 17, 2012

Grantor: Evergreen Valley Inc., a Texas Corporation
Grantor's Mailing Address:
3714 S. Exp. 281
Edinburg, Texas 78542

Grantee: Jose Luciano Borjas and Marisela Borjas
Grantee's Phone Number: (956) 369-1856
Grantee's Mailing Address (including county):
3714 Buenos Aires
Edinburg, Texas 78539
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 Thirty-nine Thousand Four Hundred Fifty and no/100's ($39,450.00), 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 Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 42, Evergreen Valley Estates, Phase III, as shown by the map or plat thereof recorded in Volume 52, Pages 135-144, Map Records, Hidalgo County, Texas

**Reservations from and Exceptions to Conveyance and Warranty:**

1. A lien securing a promissory note (the "Prior Note"), dated October 13, 2006, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1703891. 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. A lien securing a promissory note (the "Prior Note"), dated October 13, 2006, payable to the order of Sundown Developments, Ltd., a Texas Limited Partnership 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 1703892. 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;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages in area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. 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;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;

J.B.
MB

Hidalgo County
real property official records search

Wednesday, April 9, 2014

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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





Recorded On:2012-Feb-15 As:2281152

12. 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;
13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase III, as shown on the plat thereof, recorded in Volume 52, Pages 135-144, Map records of Hidalgo County, Texas; and
14. 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 there from. 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.

**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.

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.

Evergreen Valley Inc., a Texas Corporation

BY: _____
Herb Scurlock III, Secretary

**(Acknowledgment)**

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 1/17/2012, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

_____
Notary Public, State of Texas

ROGELIO MONTERO
MY COMMISSION EXPIRES
February 21, 2015

AFTER RECORDING RETURN TO:
Evergreen Valley Inc.
3714 S. Exp. 281
Edinburg, Texas 78542

Special Warranty Deed
Page 2

L.O.B.
MB

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct 1 2 3 4

Application No: 4-13140

03-21-14

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

| | Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|---|
| | | Authorized Signature | Authorized Signature |
| | Inspection/Permit No: | TEMP light | |
| | Date Approved: | 4 / 8 / 14 | / / |

Name: Mark Garcia

Address: PO Box 2092

Edinburg, TX 78540

Phone: 956-605-0672
956-279-7596

Water Supplier: City of Edinburg

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

Account/ESI No.: 278738-002

[X] Temporary Pole [ ] Permanent Service

regarding the land described as: Lot # 09
Lot # 9 - 7667 Wagon Trail, Sendero Trails

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-28-14);

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

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

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

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

_____ Planning Department Authorized Signature

_____ Hidalgo County Judge

_____ Date

ATTEST: _____ Hidalgo County Clerk

_____ Date

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct 1 2 3 4

Application No: 4-13/46

### 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:** Mark Garcia

**Address:** PO Box 2092
Edinburg, TX 78540

**Phone:** 956-605-0672 279-7596

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

Lot # 9 Sendero Trails Subdivision

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Mark E. Garcia 4-8-14
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

04/09/14
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
4-13146
Mar. 21, 2014

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

S2462-01-000-0009-00

[1] OWNER: GARCIA, MARK & GRACIELA

P.O. BOX 2092
EDINBURG, TX. 78540
Telephone No. 605-0672

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 4,010 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SENDERO TRAILS LOT 9

LOCATION: 0 281 & 490

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $231,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
✓ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 150' SIDE'S 50' REAR 50' FINISH FLOOR OF ELE
18" TOP OF STREET.

Prepared by — Date 3/21/14

Approved by — Date 3/21/14

Signature of Owner or Applicant — Date 3/21/14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0225 B Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

## [ NOTICE ]

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

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

SIERRA TITLE
CLOSER MW GF# 3152006

**Special Warranty Deed**

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

Date: December 30, 2013

Grantor: Capital Farm Credit, FLCA

Grantor's Mailing Address:

P.O. Box 232, Bryan, Brazos County, Texas 77806-0232

Grantee: Mark Garcia and spouse, Graciela Garcia

Grantee's Mailing Address:

P O Box 2092 Edinburg, Hidalgo County, Texas 78540

Consideration:

Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including improvements, if any):

Lot 9, **SENDERO TRAILS SUBDIVISION PHASE I**, Hidalgo County, Texas, according to map thereof recorded in Volume 50, Pages 42 through 49, Map Records of Hidalgo County, Texas.

Exceptions to Conveyance and Warranty:

The restrictions, terms, conditions, stipulations, provisions, covenants, obligations, reservations, grants, exceptions, coal, lignite, oil, gas, and mineral leases, licenses, rights of way, easements, dedications, agreements, affidavits, encroachments, set back lines, protrusions and other matters of record, and all of those visible or apparent upon the ground and any claim related to subdivision laws or regulations.

Grantor, for the Consideration and subject to 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. Except as to the Exceptions to Conveyance and Warranty,

Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

Real Estate taxes, fees, assessments and dues for the present year having been prorated, Grantee hereby assumes payment thereof. Furthermore, if the execution and delivery of this deed ("Closing") or Grantee's use of the Property after Closing results in the assessment of additional taxes, penalties or interest ("Assessments") for periods prior to or after Closing, the Assessments will be the obligation of Grantee. If Grantor's change in use of the Property prior to Closing or denial of a special use valuation on the Property claimed by Grantor results in Assessments for periods prior to Closing, the Assessments will be the obligation of Grantor. Obligations imposed by this paragraph will survive the execution and delivery of this deed.

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

EXECUTED this the 30 day of December, 2013 to become effective as of the date first written above.

GRANTOR:

Capital Farm Credit, FLCA

BY: _____

GRANTEE:

Mark Garcia

Graciela Garcia

STATE OF TEXAS §
COUNTY OF Brazos §

This instrument was acknowledged before me on the 30th day of December, 2013 by Mark Hiler, Senior Vice President, FLCA, on behalf of said entity.

REBECCA MIKULEC
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
6-30-2015

Rebecca Mikulec
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Hidalgo §

This instrument was acknowledged before me on the 30 day of December, 2013 by Mark Garcia.

MARIA J. NAVARRETE
Notary Public
State of Texas
Comm. Exp. 03-21-2017

Maria J Navarrete
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Hidalgo §

This instrument was acknowledged before me on the 30 day of December, 2013 by Graciela

MARIA J. NAVARRETE
Notary Public
State of Texas
Comm. Exp. 03-21-2017

Maria J Navarrete
Notary Public, State of Texas

After Recording Return To:

Mark Garcia
P O Box 2092
Edinburg Texas 78540

**AI-43992** **Comm. Court Executive Office 6. A.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

## Information

CAPTION

Approval of 457 plan hardship withdrawal request for employee #034339

BACKGROUND

## Attachments

form

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/08/2014 04:57 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Monica Badillo Started On: 04/08/2014

Final Approval Date: 04/11/2014

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 DEFERRED COMPENSATION PLAN

Participant Name [redacted] #034339 [redacted]

Address [redacted]

Social Security N [redacted] 5

SECTION I – [redacted]

I understand that [redacted] at the amount of the withdrawal i[redacted]d. I represent that I have obtained all distributions, other than this withdrawal due t[redacted] non-taxable loans currently available to me under the Plan, as well as other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59 – ½ years of age or I use the funds withdrawn to pay certain deductable medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at lease 6 months upon this hardship withdrawal.

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

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

Hardship Requested $ 800.00 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

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

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

PARTICIPANT SIGNATURE X [redacted] Date 4/7/2014

SECTION II – Authorized Plan R[redacted]

As the Authorized Plan Representa[redacted] the ministerial acts relating to the hardship distribution. This request is in com[redacted]t.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

**Fax request to:**
**Simpkins & Associates**
**(972) 960-7133**

cc 4/15/14

**AI-43929** **Membership Dues 7. A.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted By: Priscilla Torres, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

County Clerk's Office (1100):
1. Approval to pay the 2014 Governmental Collectors Association of Texas (GCAT) Membership renewal fees in the total amount of $450.00 ($50 each) for the following individuals, with the authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

2. Arturo Guajardo Jr. County Clerk, Annette Muñiz Chief Deputy, Noe Lopez Jr. Office Manager, Juan A. Perez Collections Supervisor, Jason Rohr Collections Analyst, Sylvia Gallegos Collections Enforcement Officer, Sylvia Reyes Collections Enforcement Officer, Arcy Morales Collections Enforcement Officer & Adrian Serna Collections Enforcement Officer

BACKGROUND

see attached

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-40-180-001-0-xxx

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

BUDGETARY IMPACT:

Funds available through requisition #254867.

Attachments

Requisition

2014 GCAT MEMBERSHIP DUES

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 04/03/2014 02:46 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Priscilla Torres Started On: 04/03/2014 02:29 PM

Final Approval Date: 04/11/2014

# Requisition

**Req # 00254867**

**PO #**

**Date: 04/03/14**

**Bill To:** x
x

**Vendor :** 273309
GCAT
ATTN: LORENA GOMEZ
**MONTGOMERY COUNTY COLLECTIONS**
**P.O. BOX 2178**
CONROE TX 77305

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

**Contact:** **PTORRES**
**956-318-2100**

**Contract No:**

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | GCAT MEMBERSHIP DUES FOR THE FOLLOWING: | | |
| 9.00 | EACH | GROUP MEMBERSHIP DUES FOR (9)<br>ARTURO GUAJARDO JR.- HIDALGO COUNTY CLERK<br>ANNETTE MUNIZ - CHIEF DEPUTY<br>NOE LOPEZ JR. - OFFICE MANAGER<br>JUAN A. PEREZ - SUPERVISOR<br>JASON ROHR - COLLECTIONS ANALYST<br>SYLVIA GALLEGOS - COLLECTIONS SPECIALIST<br>SYLVIA REYES - COLLECTIONS SPECIALIST<br>ARCY MORALES - COLLECTIONS SPECIALIST<br>ADRIAN SERNA - COLLECTIONS SPECIALIST | 50.00 | 450.00 |
| | | Account No | Encumbrance | |
| | | 4-1100-415-40-180-001-0-810 | 450.00 | |
| | | | Freight | .00 |
| | | | Total | 450.00 |

**Authorized By:** 4-3-14

# Governmental Collectors Association of Texas

Home About Us News Events Links Membership

# Welcome to GCAT!

**We are an association devoted to sharing education, strategies, techniques, and tools for judicial collections.***

The Governmental Collectors Association of Texas is a nonprofit organization dedicated to improving the quality of collection administration in county, city and state government. In carrying out its purpose, GCAT strives to provide its members with professional collection and management education, encourages networking, and provides for an exchange of useful information on modern collection techniques and supports research and development in the areas of collections.

Membership in GCAT is available to any person employed by and/or responsible for the collection of revenue due a governmental entity, or any vendor (corporation membership only). Please visit our Membership page for more information and an application.

**Judicial Collections defined as traffic tickets, probation fees, juvenile, misdemeanor, and felony court cost and fines as well as all other court mandated fees.*

2014 GCAT CONFERENCE

MVBA

i-Plow.com
Reap What You Sow.

Linebarger Goggan Blair & Sampson, LLP
ATTORNEYS AT LAW

**Governmental Collectors Association of Texas**
Tanya Skinner, President
Phone 979.450.8112 | P.O. Box 554, Bryan, TX 77806

**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, Arturo Guajardo, Jr., do hereby state that membership in the (GCAT) Governmental Collectors Association of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

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

SIGNATURE: _____ DATE: March 11, 2014
TITLE: County Clerk

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

(S E A L)

_____
DEPUTY CLERK IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

**COUNTY AUDITOR'S FORM: RE-CA-041B**
**REVISED: 12-2012**




P.O. Box 554
Bryan, Texas 77806
979-450-8112
tskinner@co.brazos.tx.us

**MEMBERSHIP DUES FOR 2014**

Guajardo, Arturo Jr.
100 N. Closner
EDINBURG, TX. 78539

Membership # 0244

Amount for Renewal: $50.00

FINAL MEMBERSHIP RENEWAL DATE IS DUE BY **March 31, 2014.**

This is your annual invoice for the Governmental Collectors Association of Texas renewal dues. . If you are not sure if you are a current member please feel free to contact Tanya Skinner to check the official membership roster.

If you know of someone interested in joining GCAT - the individual membership is $100.00 for a Special rate from now until November 30, 2013. This membership will be good through the year of 2014 and then after that every year thereafter will be only $50.00 to renew.

Please remit all Fees to:

**Governmental Collectors Association of Texas**
**PO BOX 554**
**Bryan, Texas 77806**

If any additional information is needed, please feel free to contact Tanya Skinner at 979-361-4297 or 979-450-8112.

**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, Annette Muñiz, do hereby state that membership in the (GCAT) Governmental Collectors Association of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

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

SIGNATURE: _____ DATE: March 11, 2014
TITLE: County Clerk's Chief Deputy

Before me Sandra Solis, a Notary Public, appeared Annette Muñiz, 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 )

_____
DEPUTY CLERK 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**




P.O. Box 554
Bryan, Texas 77806
979-450-8112
tskinner@co.brazos.tx.us

**MEMBERSHIP DUES FOR 2014**

Muniz, Annette
100 N. Closner
EDINBURG, TX. 78539

Membership # 0313

Amount for Renewal: $50.00

FINAL MEMBERSHIP RENEWAL DATE IS DUE BY **March 31, 2014.**

This is your annual invoice for the Governmental Collectors Association of Texas renewal dues. . If you are not sure if you are a current member please feel free to contact Tanya Skinner to check the official membership roster.

If you know of someone interested in joining GCAT - the individual membership is $100.00 for a Special rate from now until November 30, 2013. This membership will be good through the year of 2014 and then after that every year thereafter will be only $50.00 to renew.

Please remit all Fees to:

**Governmental Collectors Association of Texas**
**PO BOX 554**
**Bryan, Texas 77806**

If any additional information is needed, please feel free to contact Tanya Skinner at 979-361-4297 or 979-450-8112.

**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, Noe Lopez, Jr., do hereby state that membership in the (GCAT) Governmental Collectors Association of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

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

SIGNATURE: _____ DATE: March 11, 2014
TITLE: County Clerk's Office Manager

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

( S E A L )

_____
DEPUTY CLERK IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

**COUNTY AUDITOR'S FORM: RE-CA-041B**
**REVISED: 12-2012**




P.O. Box 554
Bryan, Texas 77806
979-450-8112
tskinner@co.brazos.tx.us

**MEMBERSHIP DUES FOR 2014**

Lopez, Noe Jr.
PO Box 58
EDINBURG, TX. 78539

Membership # 0243

Amount for Renewal: $50.00

FINAL MEMBERSHIP RENEWAL DATE IS DUE BY **March 31, 2014.**

This is your annual invoice for the Governmental Collectors Association of Texas renewal dues. . If you are not sure if you are a current member please feel free to contact Tanya Skinner to check the official membership roster.

If you know of someone interested in joining GCAT - the individual membership is $100.00 for a Special rate from now until November 30, 2013. This membership will be good through the year of 2014 and then after that every year thereafter will be only $50.00 to renew.

Please remit all Fees to:

**Governmental Collectors Association of Texas**
**PO BOX 554**
**Bryan, Texas 77806**

If any additional information is needed, please feel free to contact Tanya Skinner at 979-361-4297 or 979-450-8112.

**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, Juan Antonio Perez ,do hereby state that membership in the (GCAT) Governmental Collectors Association of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

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

SIGNATURE: _____ DATE: March 11, 2014
TITLE: County Clerk's Collections Supervisor

Before me Sandra Solis, a Notary Public, appeared Juan Antonio Perez, 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)

_____
DEPUTY CLERK 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**




P.O. Box 554
Bryan, Texas 77806
979-450-8112
tskinner@co.brazos.tx.us

**MEMBERSHIP DUES FOR 2014**

Perez, Juan Antonio
100 North Closner
Edinburg, Texas 78539

Membership # 0426

Amount for Renewal: $50.00

FINAL MEMBERSHIP RENEWAL DATE IS DUE BY **March 31, 2014.**

This is your annual invoice for the Governmental Collectors Association of Texas renewal dues. . If you are not sure if you are a current member please feel free to contact Tanya Skinner to check the official membership roster.

If you know of someone interested in joining GCAT - the individual membership is $100.00 for a Special rate from now until November 30, 2013. This membership will be good through the year of 2014 and then after that every year thereafter will be only $50.00 to renew.

Please remit all Fees to:

**Governmental Collectors Association of Texas**
**PO BOX 554**
**Bryan, Texas 77806**

If any additional information is needed, please feel free to contact Tanya Skinner at 979-361-4297 or 979-450-8112.

**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, Jason Rohr, do hereby state that membership in the (GCAT) Governmental Collectors Association of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

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

SIGNATURE: J S Rohr DATE: March 11, 2014
TITLE: County Clerk's Collections Analyst

Before me Sandra Solis, a Notary Public, appeared Jason Rohr, 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.

Sandra S
DEPUTY CLERK IN AND FOR
THE STATE OF TEXAS

(S E A L)

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**




P.O. Box 554
Bryan, Texas 77806
979-450-8112
tskinner@co.brazos.tx.us

**MEMBERSHIP DUES FOR 2014**

Rohr, Jason
100 North Closner
Edinburg, Texas 78539

Membership # 0242

Amount for Renewal: $50.00

FINAL MEMBERSHIP RENEWAL DATE IS DUE BY **March 31, 2014.**

This is your annual invoice for the Governmental Collectors Association of Texas renewal dues. . If you are not sure if you are a current member please feel free to contact Tanya Skinner to check the official membership roster.

If you know of someone interested in joining GCAT - the individual membership is $100.00 for a Special rate from now until November 30, 2013. This membership will be good through the year of 2014 and then after that every year thereafter will be only $50.00 to renew.

Please remit all Fees to:

**Governmental Collectors Association of Texas**
**PO BOX 554**
**Bryan, Texas 77806**

If any additional information is needed, please feel free to contact Tanya Skinner at 979-361-4297 or 979-450-8112.

**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, Adrian Serna, do hereby state that membership in the (GCAT) Governmental Collectors Association of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

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

SIGNATURE: _____ DATE: March 11, 2014
TITLE: County Clerk's Collections Enforcement Officer

Before me Sandra Solis, a Notary Public, appeared Adrian Serna, 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)

DEPUTY CLERK 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**




P.O. Box 554
Bryan, Texas 77806
979-450-8112
tskinner@co.brazos.tx.us

**MEMBERSHIP DUES FOR 2014**

Serna, Adrian
PO BOX 58
EDINBURG, TX. 78540

Membership # 0312

Amount for Renewal: $50.00

FINAL MEMBERSHIP RENEWAL DATE IS DUE BY **March 31, 2014.**

This is your annual invoice for the Governmental Collectors Association of Texas renewal dues. . If you are not sure if you are a current member please feel free to contact Tanya Skinner to check the official membership roster.

If you know of someone interested in joining GCAT - the individual membership is $100.00 for a Special rate from now until November 30, 2013. This membership will be good through the year of 2014 and then after that every year thereafter will be only $50.00 to renew.

Please remit all Fees to:

**Governmental Collectors Association of Texas**
**PO BOX 554**
**Bryan, Texas 77806**

If any additional information is needed, please feel free to contact Tanya Skinner at 979-361-4297 or 979-450-8112.

**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, Arcy Morales, do hereby state that membership in the (GCAT) Governmental Collectors Association of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

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

SIGNATURE: _____ DATE: March 11, 2014
TITLE: County Clerk's Collections Enforcement Officer

Before me Sandra Solis, a Notary Public, appeared Arcy Morales, 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)

DEPUTY CLERK 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**




P.O. Box 554
Bryan, Texas 77806
979-450-8112
tskinner@co.brazos.tx.us

**MEMBERSHIP DUES FOR 2014**

Morales, Arcy
PO BOX 58
Edinburg, Texas 78540

Membership # 0314

Amount for Renewal: $50.00

FINAL MEMBERSHIP RENEWAL DATE IS DUE BY **March 31, 2014.**

This is your annual invoice for the Governmental Collectors Association of Texas renewal dues. . If you are not sure if you are a current member please feel free to contact Tanya Skinner to check the official membership roster.

If you know of someone interested in joining GCAT - the individual membership is $100.00 for a Special rate from now until November 30, 2013. This membership will be good through the year of 2014 and then after that every year thereafter will be only $50.00 to renew.

Please remit all Fees to:

**Governmental Collectors Association of Texas**
**PO BOX 554**
**Bryan, Texas 77806**

If any additional information is needed, please feel free to contact Tanya Skinner at 979-361-4297 or 979-450-8112.

**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, Sylvia Gallegos, do hereby state that membership in the (GCAT) Governmental Collectors Association of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

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

SIGNATURE: _____ DATE: March 11, 2014
TITLE: County Clerk's Collections Enforcement Officer

Before me Sandra Solis, a Notary Public, appeared Sylvia Gallegos, 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)

_____
DEPUTY CLERK 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**




P.O. Box 554
Bryan, Texas 77806
979-450-8112
tskinner@co.brazos.tx.us

**MEMBERSHIP DUES FOR 2014**

Gallegos, Sylvia
PO BOX 87
Edinburg, Texas 78540

Membership # 0323

Amount for Renewal: $50.00

FINAL MEMBERSHIP RENEWAL DATE IS DUE BY **March 31, 2014.**

This is your annual invoice for the Governmental Collectors Association of Texas renewal dues. . If you are not sure if you are a current member please feel free to contact Tanya Skinner to check the official membership roster.

If you know of someone interested in joining GCAT - the individual membership is $100.00 for a Special rate from now until November 30, 2013. This membership will be good through the year of 2014 and then after that every year thereafter will be only $50.00 to renew.

Please remit all Fees to:

**Governmental Collectors Association of Texas**
**PO BOX 554**
**Bryan, Texas 77806**

If any additional information is needed, please feel free to contact Tanya Skinner at 979-361-4297 or 979-450-8112.

**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, Sylvia Reyes, do hereby state that membership in the (GCAT) Governmental Collectors Association of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

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

SIGNATURE: Sylvia Lee Reyes DATE: March 11, 2014
TITLE: County Clerk's Collections Enforcement Officer

Before me Sandra Solis, a Notary Public, appeared Sylvia Reyes, 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.

Sandra S

(SEAL)

DEPUTY CLERK 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**




P.O. Box 554
Bryan, Texas 77806
979-450-8112
tskinner@co.brazos.tx.us

**MEMBERSHIP DUES FOR 2014**

Reyes, Sylvia
P.O. BOX 87
Edinburg, Texas 78540

Membership # 0324

Amount for Renewal: $50.00

FINAL MEMBERSHIP RENEWAL DATE IS DUE BY **March 31, 2014.**

This is your annual invoice for the Governmental Collectors Association of Texas renewal dues. . If you are not sure if you are a current member please feel free to contact Tanya Skinner to check the official membership roster.

If you know of someone interested in joining GCAT - the individual membership is $100.00 for a Special rate from now until November 30, 2013. This membership will be good through the year of 2014 and then after that every year thereafter will be only $50.00 to renew.

Please remit all Fees to:

**Governmental Collectors Association of Texas**
**PO BOX 554**
**Bryan, Texas 77806**

If any additional information is needed, please feel free to contact Tanya Skinner at 979-361-4297 or 979-450-8112.

**AI-44051** **Purchasing Department 8. A.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

**Submitted For:** Hon. J.E. Guerra, HC-Sheriff **Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Acceptance and approval of the continuation of PC Software Agreement (reviewed and approved by legal as to form) between Gilbarco Inc. and Hidalgo County Sheriff's Office for the provision of software/maintenance support services of the PC1000 Equipment (0099034) Fuel Management Monitoring System (in place since 2004) so as to allow the Sheriff's Office in providing efficient accurate fuel reports including the continuation of services through the life term of the monitoring system in place by the Sheriff's Office to include the annual payment for term 2014-2015 and thereafter annually.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1100-421-00-280-001-0-336

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

**BUDGETARY IMPACT:**

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Requisition# 254319

## Attachments

AGREEMENT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/11/2014 05:03 PM |
| Budget & Management | Debbie Tamez | 04/11/2014 05:06 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Vangie Garcia Started On: 04/10/2014 12:40 PM

Final Approval Date: 04/11/2014

# TERMS & CONDITIONS
## *PC SOFTWARE*

**GENERAL**

This Agreement will become binding upon acceptance by Gasboy at 7300 West Friendly Avenue, Greensboro, NC. 27420. The Customer acknowledges that he has read and understands this Agreement and agrees to be bound by the terms and conditions.

**AGREEMENT COVERAGE**
During the Term (as defined below) of the Agreement, Gasboy will provide to the Customer:

A. ***Telephone Support*** for Product questions is available 24 hours/7 days a week / 365 days per year, from our toll free service center (800-444-5529). This toll free number can be changed at Gasboy's discretion.

B. ***Software Corrections*** to the Product required by individual Customers will be addressed on an "as needed" basis.

C. ***This Agreement does not include:***
- On-site support
- Any hardware, even if the enhancements or modifications require a hardware update.
- Support for questions not relating specifically to the Product, such as, but not limited to, hardware, PC operating system, etc.

**TERM AND RENEWAL**
The Term of this Agreement is one year from the Effective Date of the Agreement. **In the event this Agreement is not renewed prior to the expiration date, the Agreement is automatically terminated**. Each renewal of this Agreement will be pursuant to the price terms for the Agreement in effect at the time of renewal. Termination may result from the failure of the Customer to comply with any of the conditions of this Agreement, or by mutual agreement of both parties.

**HELP DESK SUPPORT AT NON-CONTRACT LOCATIONS**
When a customer calls in to Gasboy TAC and/or Help Desk for support and does not have a service contract not wishing to purchase one, policy is to offer a support call fee of $100.00, payable immediately by credit card before service is rendered. This service is good for one call, one problem only. If the customer calls with more than one issue a new fee is charged for each issue.

**DISCONTINUANCE OF COVERAGE**
**If maintenance coverage is discontinued at any time due to any actions of the Customer to terminate coverage, reinstatement of coverage will require a new agreement. In addition to the current annual fee, a reinstatement charge will be assessed equal to 110% of the current annual fee prorated by the number of months (to a maximum of 24 months) during which coverage was discontinued.**

**LIMITATION OF LIABILITY**
Gasboy only represents that the Product will operate according to the specifications published by Gasboy for the Product. If it is determined that the Product fails to operate according to such specifications, Gasboy's only responsibility will be to use its best efforts to correct the defect.

Gasboy does warrant that the media used to transport the Product, under this Agreement will be free from defects in material and workmanship under normal use for a period of ninety (90) days from the date of invoice for the Product. Gasboy shall replace any defective media not meeting the above warranty which is returned to Gasboy within the warranty period.

THE PRODUCT IS PROVIDED WITH NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event will Gasboy, or representatives, be liable to the Customer, or any other party, for damages, including but not limited to any lost profits, lost savings, lost gallonage, or other incidental or consequential damages arising out of the use or inability to use the Product even if Gasboy, or its representatives, has been advised of the possibility of such damages, or for any claim by any other party.

**FORCE MAJEURE**
Neither party shall be liable to the other for loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to acts of God, war, acts of the public enemy, riot, civil commotion, sabotage, federal, state or municipal action or regulations; strikes, fires, flood, accidents, delays or any other causes, contingencies or circumstances within or without the United States not subject to either party's control, which prevent or hinder performance hereunder.

**ASSIGNMENT**
Customer may not assign this Agreement and the rights of the Customer without the prior written consent of Gasboy. Any attempted assignment in violation of the provisions hereof shall be null and void and have no effect.

**GOVERNING LAW & VENUE**
This Agreement shall be governed and interpreted by the laws of the State of Texas, without regard to its conflicts of laws provisions. The parties agree that venue is exclusive and proper in the state of Texas.

**SEVERABILITY**
If any provision of this Agreement is finally held by a court of competent jurisdiction to be unlawful or invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless as a result of such unlawful provisions there is a material failure of consideration as to a Party and such Party is unwilling to waive such failure.

**ENTIRE AGREEMENT**
This Agreement is the exclusive agreement between the parties regarding GASBOY PC software annual maintenance, and supersedes any other agreement oral or written, regarding the subject matter of this Agreement.

**Zimbra** **evangelina.garcia@co.hidalgo.tx.us**

## RE: Requisition #254319-Gilbarco-Hidalgo County Sheriff's Office

**From :** Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Thu, Apr 10, 2014 10:39 AM

**Subject :** RE: Requisition #254319-Gilbarco-Hidalgo County Sheriff's Office

**To :** 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

**Cc :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>, 'Darlene Betancourt' <darlene.betancourt@co.hidalgo.tx.us>

**Reply To :** josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

I have reviewed the attached agreement and approved as to form with the recommended modification having been made.

Thanks.

Josephine Ramirez Solis
*Assistant Criminal District Attorney*
County Affairs Section
**Office of Criminal District Attorney**
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

**********
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
**********

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, April 09, 2014 4:13 PM
**To:** josephine ramirez

**AI-44011** **Purchasing Department 8. B.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

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

Department: COMM. PCT. #4

Information

CAPTION

1. Requesting approval of payment for invoice # 11324781 in the amount of $38,557.50 submitted by L&G Consulting Engineers in connection to C-13-336-12-10 (PO# 703928) for the FM 1925 (Phase II) project.

2. Requesting approval of payment for invoice # 11324775 in the amount of $15,785.00 submitted by L&G Consulting Engineers in connection to C-13-178-08-20 (PO# 696996) for the FM 2220 Ware Rd. project.

3. Requesting approval of payment for invoice # 11324776 in the amount of $99,271.90 submitted by L&G Consulting Engineers
in connection to C-12-126-10-16 (PO# 700265) for the 10th Street Extension project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1303-431-00-124-127-0-841

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

BUDGETARY IMPACT:

Funds available through PO#703928 as of 4/11/14.

FISCAL YEAR: 2014 ACCT. #: 4-1315-431-00124-135-0-841

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

BUDGETARY IMPACT:

Funds available through PO#696996 as of 4/11/14.

FISCAL YEAR: 2014 ACCT. #: 4-1315-431-00-124-030-0-841/731

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

BUDGETARY IMPACT:

Funds available through PO#700265 as of 4/11/14.

Attachments

11324776
11324781
11324775

Form Review

| Inbox | Reviewed By | Date |
| --- | --- | --- |
| Budget & Management | Debbie Tamez | 04/11/2014 10:41 AM |
| Glinda Pacheco | Glinda Pacheco | 04/11/2014 11:33 AM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Veronica Lopez Started On: 04/09/2014 09:56 AM

Final Approval Date: 04/11/2014

L&G Engineering
Transportation Consultants

April 1, 2014

RECEIVED
APR 04 2014
BY: .....

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

**RE: 10th Street Extension - Work Authorization No. 2 - Limits: SH 107 to FM 1925**
**PO#700265 - L&G Project#120902**

Dear Commissioner Palacios:

As per our contract, Section 1.6, Request for Payment, we are submitting a monthly progress report in sufficient detail to support the progress of the work and in support of a request for payment. Attached for your approval is our invoice for services rendered for the month of March 2014. Attached are the following:

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

The following is a narrative of the progress report for this work authorization.

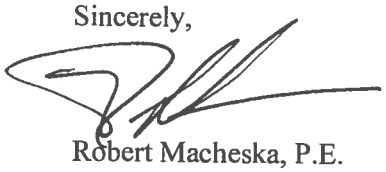
**Work Authorization#2**

| **FC 15001 – FIELD SURVEYS** | | **% Complete** |
|---|---|---|
| **NO UPDATE:** (See Progress Report Dated 1-2-14) | **L&G** | **95%** |
| **FC 15010 – FIELD SURVEYS - SUB** | | |
| **NO UPDATE:** (See Progress Report Dated 1-2-14) | **DLS** | **95%** |
| **FC 16001 – ROADWAY DESIGN** | | |
| **UPDATED:** L&G continues to develop the PS&E design and has completed the 60% package for submittal to TxDOT for review. | **L&G** | **60%** |
| **FC 16002 – ROADWAY DESIGN - OUTFALL** | | |
| **UPDATED:** L&G continues to develop the PS&E design and has completed the 60% package for submittal to TxDOT for review. | **L&G** | **60%** |
| **FC 16205 – SIGNAL DESIGN** | | |
| **UPDATED:** L&G provided comments on the warrant report which was submitted to TxDOT and approved. | **L&G** | **50%** |
| **FC 16250 – SIGNAL DESIGN – SUB** | | |
| **UPDATED:** The Traffic Signal Warrant report has been completed and the final report has been submitted to TxDOT and approved. | **ETSI** | **48.4%** |
| **FC 16308 – PERMITED UTILITIES** | | |
| **UPDATED:** L&G continues to develop the U&D's and has completed the 60% package for submittal to TxDOT. L&G has determined a possible conflict with a line owned by HCID #1 and has scheduled a meeting with Pct. #4 staff and the ID to further discuss. | **L&G** | **60%** |

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,



Robert Macheska, P.E.
Project Manager

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

**INVOICE #:** 11324776
**INVOICE DATE:** 03/31/14

RECEIVED
APR 04 2014

**BILL TO:** 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

**JOB:** 120902 **BY:** RL
10th Street Extension Project
WA#2 PO#700265
C-12-126-10-16

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of March 2014. | | | | | | |
| 15001-Field Survey | 45,001.00 | 42,750.95 | | 42,750.95 | 95.0 | 2,250.05 |
| 15010-Field Srvy/Sub | 80,000.00 | 76,000.00 | | 76,000.00 | 95.0 | 4,000.00 |
| 16001-Rdwy Dsgn | 799,217.00 | 399,608.50 | 79,921.70 | 479,530.20 | 60.0 | 319,686.80 |
| 16002-Rdwy Dsgn-Outf | 48,000.00 | 24,000.00 | 4,800.00 | 28,800.00 | 60.0 | 19,200.00 |
| 16205-Sign,Marki,Dsg | 59,721.00 | 26,874.45 | 2,986.05 | 29,860.50 | 50.0 | 29,860.50 |
| 16250-Sigl Dsgn-Sub | 60,281.00 | 27,091.85 | 2,064.15 | 29,156.00 | 48.4 | 31,125.00 |
| 16308-Permted Utilit | 95,000.00 | 47,500.00 | 9,500.00 | 57,000.00 | 60.0 | 38,000.00 |
| TOTALS: | 1,187,220.00 | 643,825.75 | 99,271.90 | 743,097.65 | 62.6 | 444,122.35 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 1,187,220.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 1,187,220.00 |
| TOTAL COMPLETED TO DATE | $ | 743,097.65 |
| LESS PREVIOUS INVOICES | $ | 643,825.75 |
| CURRENT PAYMENT DUE | $ | 99,271.90 |

PROJECT MANAGER'S SIGNATURE

4-13 15431-00-124-0300- 841 731
Pct. # 1348
Pur. Req. # 245287
P.O. # 700265 DAS

Invoice Received By: on 4/9/14
Goods/Services Received By: on for the month of March

**ERGONOMIC TRANSPORTATION SOLUTIONS, INC.**

# INVOICE

*11500 Northwest Freeway, Suite 491*
*Houston, Texas 77092*
*Tel. (713) 956-9601*
*Fax (713) 956-9667*
TAX ID: 76-0583436

Approved

INVOICE NUMBER: 2013-9-2
INVOICE DATE: 03/31/2014
FOR SERVICES PROVIDED FROM: 12/01/2013
TO: 03/31/2014

TO:
Mr. Jacinto Garza,P.E.
President
L & G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

PROJECT NAME:
10th STREET:
FROM SH 107 TO FM 1925
SIGNAL WARRANTS, SIGNAL DESIGN

| TASK NO. | DESCRIPTION OF SERVICES PROVIDED | % COMPLETE | TOTAL FEE | AMOUNT INVOICED TO DATE | PREVIOUSLY INVOICED AMOUNT | AMOUNT DUE THIS INVOICE |
|---|---|---|---|---|---|---|
| INVOICE SUMMARY | CATEGORY A - TRAFFIC SIGNAL DESIGN | 0.00% | $31,125.00 | $0.00 | $0.00 | $0.00 |
| | CATEGORY B - TRAFFIC SIGNAL WARRANTS | 100.00% | $29,156.00 | $29,156.00 | $27,091.85 | $2,064.15 |
| | TOTAL DUE | 48.37% | $60,281.00 | $29,156.00 | $27,091.85 | **$2,064.15** |

TOTAL DUE THIS INVOICE: **$2,064.15**

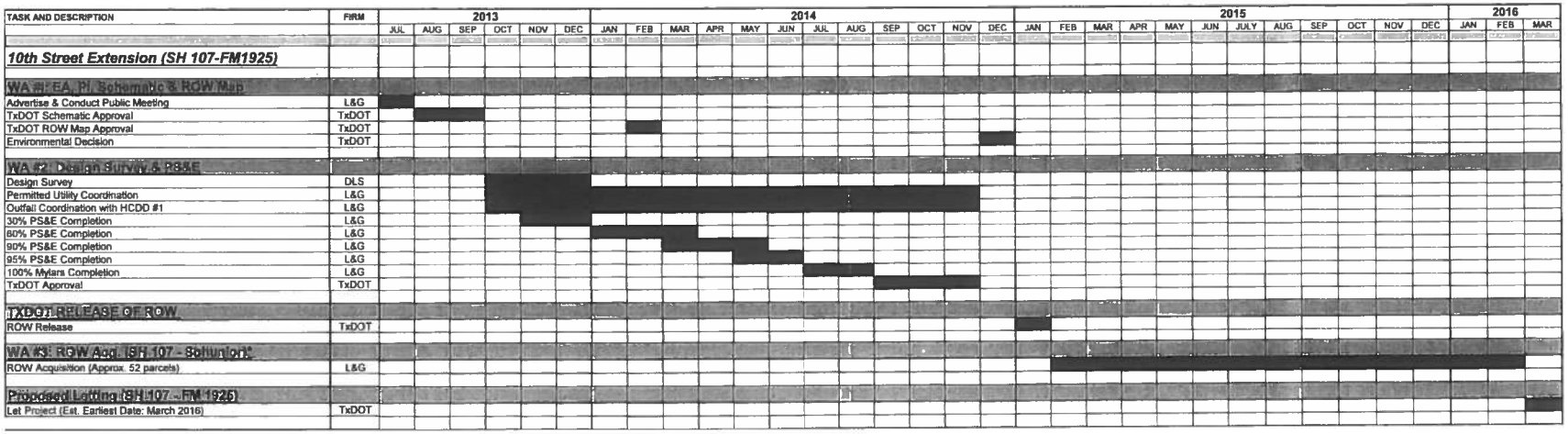


**PLEASE MAKE CHECKS PAYABLE TO:**
Ergonomic Transportation Solutions, Inc.
Attn: Harry Simeonidis
P.O. Box 926333
Houston, TX 77292-6333

***THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVE YOU***

Client: Hidalgo County

# EXHIBIT "C"
## WORK SCHEDULE
### 10th Street Extension - WA #2
From SH 107 to FM 1925 (Monte Christo Rd)
Length = 2.5 miles




* - Note: Hidalgo County Pct. #4 has already purchased 120' of ROW from Schunior to FM 1925

**L&G FUNCTION**
**TXDOT FUNCTION**

2:12 PM3/24/2014

L&G Engineering
Transportation Consultants

April 1, 2014

RECEIVED
APR 04 2014
BY: .....

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

**RE: FM 1925 – Work Authorization No. 1 – Limits: FM 907 East to East of SH 68 (Uresti St.)**
**PO#703928 - L&G Project#131301**

Dear Commissioner Palacios:

We are submitting a monthly progress report in sufficient detail to support the progress of the work and in support of a request for payment. Attached for your approval is our invoice for services rendered for the month of March 2014.

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consists of engineering services required for the preparation of environmental assessment with TxDOT, public involvement, schematic, preliminary ownership and office surveys, for the FM 1925 project from FM 907 (Alamo Rd.) East to East of SH 68 (Uresti St.). The following is a narrative of the progress report for this work authorization.

**Work Authorization#1**

| TASK | | % Complete |
|---|---|---|
| **FC 11005 – PRELIMINARY COMPENSABLE UTILITIES** | | |
| **UPDATED:** L&G has identified the utilities present on the preliminary schematic from the Railroad Commission database. We are verifying their physical existence on the ground and confirming them through aerial imagery. We have begun placing them on the preliminary schematic. | **L&G** | **20%** |
| **FC 11006 – DESIGN SCHEMATIC** | | |
| **UPDATED:** L&G is developing a preliminary horizontal layout of the proposed schematic, utilizing the latest aerial images. L&G has developed the proposed typical sections for this project. L&G has begun to develop the preliminary roadway and existing ground profiles and will schedule a Design Concept Conference with TxDOT & Hidalgo County to discuss all of the project design controls. | **L&G** | **20%** |
| **FC 11007 – PRELIMINARY OFFICE SURVEYS FOR SCHEMATIC** | | |
| **UPDATED:** L&G has identified the property owners along the route based on the data available from the appraisal district. We are investigating the subdivisions of record from the Carson Maps and County records. We have placed the preliminary ownership data on the preliminary schematic for review. | **L&G** | **20%** |
| **FC 11008 – SCHEMATIC FOR INTERSECTING STREETS** | | |
| **UPDATED:** L&G has developed a preliminary intersection configuration with the future SH 68 as well as identifying the connections to the 3rd Street/Uresti termini. L&G is developing the transitions at the east terminus of the project from a full width to the existing roadway conditions. | **L&G** | **20%** |
| **FC 11009 – FINALIZE SCHEMATICS (with TxDOT Input)** | | |
| **NO UPDATE:** This task has not begun. | **L&G** | **0%** |

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

| | | |
|---|---|---|
| **FC 12001 – PUBLIC INVOLVEMENT - MEETING** | | |
| **UPDATED:** L&G has held several meetings with TxDOT, Hidalgo County Pct. #4, and various large land owners and advised Mr. Andrew Canon from the HCMPO of this project. Cost estimates, typical sections, and a preliminary schematic have been presented to all of the above. | **L&G** | **20%** |
| **FC 12002 – EA REPORTS** | | |
| **NO UPDATE:** (See Progress Report Dated 3-3-14) Previous Bill | **L&G** | **10%** |
| **FC 12007 – ARCHAEOLOGICAL & HISTORICAL RESEARCH** | | |
| **NO UPDATE:** This task has not begun. | **L&G** | **0%** |
| **FC 12008 – ENGINEERING SUPPORT AT PUBLIC MEETINGS/HEARINGS** | | |
| **UPDATED:** L&G is developing the required exhibits in preparation for the needed public meeting to be scheduled in the near future. We will finalize the exhibits once the DCC meeting with TxDOT is complete. | **L&G** | **20%** |
| **FC 12070 – ARCHAEOLOGICAL & HISTORICAL RESEARCH - SUB** | | |
| **NO UPDATE:** This task has not begun. | **AmaTerra** | **0%** |
| **FC 16101 – HYDRO MAP** | | |
| **UPDATED:** L&G has developed a contour map of the project identifying all of the low points. The drainage areas contributing the project hydrology have been identified and mapped. We have identified the needed outfalls and are performing a capacity analysis to assure they serve the drainage needs of the project. | **L&G** | **20%** |

Should you have any questions or require additional information, please give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E.
Project Manager

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

**INVOICE #:** 11324781
**INVOICE DATE:** 03/31/14

RECEIVED
APR 04 2014
BY:

**BILL TO:** 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

**JOB:** 131301
FM1925 (Phase II)
Limits:FM907 East to East SH68
WA#1 - PO#703928

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of March 2014. | | | | | | |
| 11005-Pre Comp Utili | 18,000.00 | 1,800.00 | 1,800.00 | 3,600.00 | 20.0 | 14,400.00 |
| 11006-Design Schem | 154,575.00 | 15,457.50 | 15,457.50 | 30,915.00 | 20.0 | 123,660.00 |
| 11007-Pre Office Srv | 21,000.00 | 2,100.00 | 2,100.00 | 4,200.00 | 20.0 | 16,800.00 |
| 11008-Schem Inter St | 40,000.00 | 4,000.00 | 4,000.00 | 8,000.00 | 20.0 | 32,000.00 |
| 11009-Finalize Schem | 39,000.00 | | | | 0.0 | 39,000.00 |
| 12001-Pub Invol/Meet | 50,000.00 | 5,000.00 | 5,000.00 | 10,000.00 | 20.0 | 40,000.00 |
| 12002-EA Reports | 95,000.00 | 9,500.00 | | 9,500.00 | 10.0 | 85,500.00 |
| 12007-Arch & Hist | 308.00 | | | | 0.0 | 308.00 |
| 12008-Eng/Pub Mtgs | 60,000.00 | 6,000.00 | 6,000.00 | 12,000.00 | 20.0 | 48,000.00 |
| 12070-Arch & Hist | 29,692.00 | | | | 0.0 | 29,692.00 |
| 16101-Hydro Map | 42,000.00 | 4,200.00 | 4,200.00 | 8,400.00 | 20.0 | 33,600.00 |
| TOTALS: | 549,575.00 | 48,057.50 | 38,557.50 | 86,615.00 | 15.8 | 462,960.00 |

PROJECT MANAGER'S SIGNATURE

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 549,575.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 549,575.00 |
| TOTAL COMPLETED TO DATE | $ | 86,615.00 |
| LESS PREVIOUS INVOICES | $ | 48,057.50 |
| CURRENT PAYMENT DUE | $ | 38,557.50 |

4-1303431-00-1241270-841
Pct. # 1585
Pur. Req. # 248609
P.O. # 703928 MA

Invoice Received By: on 4/4/14
Goods/Services Received By: on Per Months of Mar.

Client: Hidalgo County Precinct #4

# EXHIBIT "C"

## PROJECT WORK SCHEDULE
## FM 1925 (Monte Cristo Rd)
## From FM 907 (Alamo Road) to East of SH 68 (Uresti St.)
## Length = 2.3 miles

| TASK AND DESCRIPTION | FIRM | 2014 | | | | | | | | | | | | 2015 | | | | | | | | | | | | 2016 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| **Phase I: EA, Public Involvement, Schematic** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Public Involvement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Develop Alternatives & Matrix | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Advertise & Conduct Public Meeting | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Select TPA | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Schematic | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Develop Schematic | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hydrologic Map | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Review & Revisions | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Schematic Approval | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Environmental Document | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Draft Environmental Document, Field Visits, etc... | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Submit Final Draft Document | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Agency Review & Revisions | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Environmental Decision | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Phase II: PS&E, ROW Map & Acquisition** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PS&E | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Design Survey | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Compensable Utility Oversight | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Outfall Coordination with HCDD #1 | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30% PS&E Completion | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 60% PS&E Completion | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 90% PS&E Completion | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 95% PS&E Completion | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 100% Mylars | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Plan Set Approval | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ROW Map | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Prepare ROW Map | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TXDOT Review & Revisions | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT ROW Map Approval | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ROW Acquisition (12 Parcels) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ROW Release (Dependent on Availability of Funds) | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Administration | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Commitments | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Review Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Update Reports | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Approved Values by TxDOT | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Acquisition Negotiation Offers | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Curative Process | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Commitment Updates | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Payments for Parcels | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L&G Condemnation Support Process | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Eminent Domain Proceedings by County | COUNTY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title Insurance Policies | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Consumation of Outstanding Cases | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Phase III: Proposed Letting** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Let Project (Est. Earliest Date: October 2016) (Dependent on Availability of Funds) | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | EST 18 MONTHS CONSTRUCTION | | | | | | |

L&G ENGINEERING TASK
TxDOT TASK
COUNTY TASK

8:21 AM3/25/2014

L&G Engineering
Transportation Consultants

April 1, 2014

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RECEIVED
APR 04 2014
BY: .....

**RE: FM 2220 (Ware Rd.) Project – Work Authorization No. 1**
**Limits: from Mile 3 N (FM 1924) to Mile 5 N (FM 676)**
**PO#696996 - L&G Project#130701**

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of March 2014.
- L & G's Invoice (and sub-consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consist of engineering services required for the preparation of Environmental Assessment, Public Involvement and to complete the ROW Map for the FM 2220 (Ware Road) project from Mile 3 N (FM 1924) to Mile 5 N (FM 676). The following is a narrative of the progress report for this work authorization.

**Work Authorization #1**

| **FC 12001 – ENVIRONMENTAL ASSESSMENT REPORTS** | | **% Complete** |
|---|---|---|
| L&G has received approval on the Biological Evaluation report and is still waiting for approval on the HazMat and Noise reports. | **L&G** | **55%** |
| **FC 12002 – PUBLIC INVOLVEMENT** | | |
| This task is considered complete. | **L&G** | **100%** |
| **FC 12007 – ARCHEOLOGICAL/HISTORICAL RESEARCH** | | |
| The historical survey report was completed and submitted to TxDOT on March 28, 2014. | **L&G** | **90%** |
| **FC 12008 – ENGINEERING TECHNICAL SUPPORT FOR PUBLIC MEETING** | | |
| This task is complete. | **L&G** | **100%** |
| **FC 12009 – ENGINEERING TECHNICAL SUPPORT FOR PUBLIC MEETING/HEARING FOR ROW ACQUISITION** | | |
| L&G met with the Hidalgo County PCT #4 Commissioner on a weekly basis to provide a status on the continuous activities and the progress of the project. In addition, L&G attended a mock public meeting at TxDOT offices on March 10, 2014 to review the presentation for the upcoming public meeting for the project. They plan to hold a public meeting tentatively set for April 29th. Next project meeting is schedule for the 1st Thursday of April. | **L&G** | **50%** |
| **FC 13002 – RIGHT-OF-WAY MAP** | | |
| L&G continues to coordinate with ROWSS on a weekly basis on the development of the ROW Map. L&G awaits comments from TxDOT on the 60% submittal of the ROW map which was submitted to TxDOT on March 21, 2014. | **L&G** | **55%** |

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

| FC 13020 – RIGHT-OF-WAY MAP – SUB | | |
|---|---|---|
| ROWSS met with L&G Engineering to continue coordinate as per the project scope. ROWSS continues to coordinate with TxDOT and Surveyor to obtain final alignment and waiting for response on comments for map and alignment. ROWSS continues to develop deed files. Waiting for TxDOT for final review on parcels. Survey line has been drawn with TxDOT's alignment and submitted for review and comment. Continues research individual parcels. Discussed issues with irrigation district easements and discussed with TxDOT final deliverable. | **ROWSS** | **60%** |

Should you have any questions or require additional information, please give me a call at (956) 585-1909.

Sincerely,
L&G Engineering

Velma N. Garcia
Project Manager

Attachments

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

**INVOICE #:** 11324775
**INVOICE DATE:** 03/31/14

RECEIVED
APR 04 2014
BY:

**BILL TO:** 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

**JOB:** 130701
FM 2220 (Ware Rd.) Project
WA#1 - PO#696996
Mile 3N to Mile 5N

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of March 2014. | | | | | | |
| 12001-EA Reports | 120,000.00 | 60,000.00 | 6,000.00 | 66,000.00 | 55.0 | 54,000.00 |
| 12002-Pub Involvment | 25,000.00 | 25,000.00 | | 25,000.00 | 100.0 | |
| 12007-Arch/Hist Res | 35,000.00 | 26,250.00 | 5,250.00 | 31,500.00 | 90.0 | 3,500.00 |
| 12008-Eng Tech Mtgs | 25,000.00 | 25,000.00 | | 25,000.00 | 100.0 | |
| 12009-Eng Tech/ROW | 25,000.00 | 10,000.00 | 2,500.00 | 12,500.00 | 50.0 | 12,500.00 |
| 13002-ROW Mapping | 40,700.00 | 20,350.00 | 2,035.00 | 22,385.00 | 55.0 | 18,315.00 |
| 13020-ROW Map/Sub | 118,400.00 | 71,040.00 | | 71,040.00 | 60.0 | 47,360.00 |
| TOTALS: | 389,100.00 | 237,640.00 | 15,785.00 | 253,425.00 | 65.1 | 135,675.00 |

PROJECT MANAGER'S SIGNATURE

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 389,100.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 389,100.00 |
| TOTAL COMPLETED TO DATE | $ | 253,425.00 |
| LESS PREVIOUS INVOICES | $ | 237,640.00 |
| CURRENT PAYMENT DUE | $ | 15,785.00 |

4-1315-431-00-124-135-0-841
Pct. # 1046
Pur. Req. # 240672
P.O. # 696996

Invoice Received By: on 4/04/14
Goods/Services Received By: on for months of March

Client: Hidalgo County Pct. #4

**EXHIBIT C**
**Project Work Schedule**
**FM 2220 (Ware Rd)**
**From FM 1924 (Mile 3) to Mile 5 N (FM 676)**
**Length = 2.0 miles**

| TASK AND DESCRIPTION | ENTITY | 2013 | | | | | 2014 | | | | | | | | | | | 2015 | | | | | | | | | | | | 2016 | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL |
| **Phase I: Project Development** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Environmental Work** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| County Hires Eng Consultant for EA Work | County | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT's First Public Meeting | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT's Second Public Meeting | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| EA Document | County | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Environmental Decision | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **ROW Map** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ROW Map Development | County | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Phase II: ROW Acq (Est. 37 Parcels)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **TxDOT Release of ROW** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ROW Release | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **ROW Acquisition** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| County Acquires ROW (Est. 37 Parcels) | County | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Compensable Utilities Adjustment** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adjust Utilities | County | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Phase III: Construction** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Project Letting** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Advertise for Letting | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Let Project (Est. Earliest Date:Jan 2016) | TxDOT | | | | | | | | | | | | | | | | | | Estimated 37 Months Construction Duration | | | | | | | | | | | | | | | | | |

**HIDALGO COUNTY FUNCTION**
**TXDOT FUNCTION**

Estimated 37 Months Construction Duration

2:03 PM3/24/2014

**AI-44032** **Purchasing Department 8. C.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted For: Martha L. Salazar, CPPB, Purchasing Agent

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Acceptance and approval to continue to utilize through the Texas Procurement and Support Service (TPASS) with the "Council on Government Cooperative's awarded vendor "U.S. Bank National Association" for the **Retail Fuel Card and Related Services** for emergency situations and/or travel outside the County by Hidalgo County through Contract #946-C1 (County Contract #C-12-158-06-05) with the new renewal term effective May 1, 2014 through April 30, 2015 as notified by the Council on Competitive Government.

BACKGROUND

Actual complete contract doumentation may be viewed on the Council on Competitive Government's website: http://www.ccg.state.tx.us/contracts/retail_fuel.php

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: countywide obj. 626

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

BUDGETARY IMPACT:

Various accounts for departments who have funding available for fuel only at time of request/need; Object code 626.

Purchases are on an "as needed basis"

## Attachments

CONTRACT DOCUMENTATION

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 04/10/2014 11:43 AM |
| Budget & Management | Debbie Tamez | 04/10/2014 11:55 AM |
| Manuel Chapa | Manuel Chapa | 04/11/2014 01:44 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Vangie Garcia Started On: 04/09/2014 04:23 PM

Final Approval Date: 04/11/2014

Council on Competitive Government

April 2, 2014

Michael Farrell
Vice President Sales, Public Sector
US Bank / Corporate Payment Systems
1745 RiverPark Dr.
Dacula, GA 30019

RE: Contract Renewal: Retail Fuel Card Services No. 946-C1

Dear Contractor:

In accordance with the specified terms and conditions of the original Request for Offer, the State of Texas hereby exercises its option to renew the referenced contract for the first optional one-year period. Terms and conditions of the original contract will be unchanged through the term of the renewal period. The term of this renewal is from May 1, 2014 through April 30, 2015.

With this contract renewal, the State of Texas also accepts the following extension of the US Bank rebate offering.

| Minimum Annual Sales Volume | Rebate |
|---|---|
| $100,000,000 | 1.7625% |
| $110,000,000 | 1.7650% |
| $120,000,000 | 1.7675% |

If you have any contract questions, please contact David Bennett at the number or email listed below.

Sincerely,

Chuks Amajor
Director
Strategic Sourcing/Council on Competitive Government

Contact:
David B. Bennett
Council on Competitive Government
Comptroller of Public Accounts
Phone: (512) 463-7817
David.Bennett@cpa.state.tx.us

**Council Members:**

**Hon. Rick Perry**
Governor

**Hon. David Dewhurst**
Lieutenant Governor

**Hon. Susan Combs**
Comptroller

**Hon. Jerry Patterson**
Land Commissioner

**Hon. Joe Straus**
Speaker of the House

**Ronald Congleton**
Texas Workforce Commissioner

**Terry Keel**
Texas Facilities Commission

**Chuks Amajor**
Director

**Central Services Building**
**1711 San Jacinto Street**
Austin, Texas 78711-1440

Phone: 512-463-3855
Fax: 512-475-0934
Toll Free:1-800-531-5441

ccginfo@ccg.state.tx.us
www.ccg.state.tx.us

CCG Home » Awarded State Services

CCG Home
Background
Operating Principles
**Awarded State Services**
CALIR Services
Document Destruction
Digital Imaging
Energy Procurement
Geographic Information Services
Mail Services
Print Shops
Retail Fuel Card
Specialty Paper & Supplies
Document Library
Events & Announcements
Contact the Council

# Retail Fuel Card

The CCG Retail Fuel Card contract provides state agencies and local governments the opportunity to realize savings on fuel, maintenance purchases, and roadside assistance services through a fleet payment card program.

## Service Benefits and Features

- Form of payment for fuel, oil, maintenance, repairs and roadside assistance
- Net-out taxes for applicable fuel card purchases
- Fuel payments covered under a single invoice
- Retail fuel cards can be tailored to meet the needs of State Agencies, Higher Education and CPA Cooperative Purchasing Members (e.g. cards can be issued and assigned to drivers or vehicles)
- Robust online program management system and enhanced reporting capabilities
- Quarterly Rebate back to agencies based on every dollar spent
- No annual fees
- $50 maximum liability on fraudulent transactions
- $0 liability for fraudulent transactions on lost or stolen cards which occur after the lost or stolen card was reported to US Bank
- Free comprehensive for program administrators
- No charge for single, standard color logo; additional colors/designs are billed at cost by US Bank
- Payment terms per Texas Prompt Payment Act

## Implementation Steps for Agencies & Higher Eds

To participate in the State of Texas Retail Fuel Card program, state agencies may contact Terri Lewcun at (832) 486-1162 or email terri.lewcun@usbank.com to set up an account.

## Implementation Steps for COOPs (Local Government Entities and Assistance Organizations)

Local governmental entities and assistance organizations interested in participating in the State of Texas Retail Fuel Card program may email the following documents for review and approval to state.of.texas@usbank.com. For more information or questions, call 800-756-1151.

- Implementation Information Form [DOC, 312KB]
- Political Subdivision Form [DOC, 39.5KB]

### Related Links

**Contract Documents**

Award Letter [PDF]
RFP [PDF]
Service Level Commitment [PDF]
Contract Renewal Letter [PDF]
Rebate Chart (as of April 2014) [PDF]

**Resources**

Voyager Acceptance Locator
Notice on Sales Tax Exemption[PDF, 262KB]
Political Subdivision Form
Dispute Matrix[PDF, 60KB]
Dispute Form

**US Bank Newsletters**

US Bank Newsletter Vol. 1 [PDF, 341KB]
US Bank Newsletter Vol. 2 [PDF, 381KB]
US Bank Newsletter Vol. 3 [PDF, 333KB]
US Bank Newsletter Vol. 4 [PDF, 319KB]
US Bank Newsletter Vol. 5 [PDF, 337KB]

## Other Key Links

- Roadside Assistance
- Retail Fuel Card FAQ

## Key Details

**Contract** 946-C1 Retail Fuel Card

**Term** April 20, 2012 – April 30, 2014

**Vendor** U.S. Bank Corporate Payment Systems

**Vendor Contact** Terri Lewcun, Relationship Manager
terri.lewcun@usbank.com
(832) 486-1162

Poonam "Pam" Pradhan, Account Coordinator
(e.g. Declined purchases, Lost/Stolen cards, Account Inquiry)
voyagerstate@usbank.com
(800) 987-6591
8:30-5:00 pm CST

24-Hour Customer Service
(800) 987-6591

**Managing Agency** Texas Procurement and Support Services (TPASS), P-Card Travel and Vehicle Management Program

**State Contact** David Bennett
David.Bennett@cpa.state.tx.us
(512) 463-7817

fuel.card.program@cpa.state.tx.us
(512) 463-3435

Required Plug-ins:

[ Adobe Reader, MS Word Viewer ]

Contact the Council on Competitive Government by phone at (512) 463-3855.

The CCG Web site is hosted and maintained by the Texas Comptroller of Public Accounts.

**APPROVED**

**AI-32522** **Purchasing Department 17. A. 4.**
**CC REGULAR**
**Meeting Date:** 06/05/2012
**Department Head:** Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
**Department:** PURCHASING DEPT.

**Information**

**CAPTION**

Acceptance and approval to utilize through the Texas Procurement and Support Services (TPASS) with the "Council On Competitive Government Cooperative's newly awarded and contracted vendor "U.S. Bank National Association" for the "Retail Fuel Card" for day to day, emergency situations or travel purchases outside the County by Hidalgo County through Contract #946-C1-CCG-RFC-2011-002 Retail Fuel Card and Related Services for the duration of the cooperative's contract with ending date of April 30, 2014 with the authorization to utilize the fuel cards pursuant to Commissioners Court approval upon transition from Comdata to awarded vendor described herein.

**BACKGROUND**

Hidalgo County currently is utilizing the Cooperative's extended contract with ComData thru Contract #050720-CCG-FC-Retail Fuel Card. The Council On Competitive Govenment Cooperative extended the contract up to August 31, 2012 so as to allow the transion run its course smoothly from ComData to the newly awarded vendor "U.S. National Association" including the transioning of Hidalgo County's fuel cards to the new cards under the new vendor.

**Fiscal Impact**

**FISCAL YEAR:** 2012 **ACCT. #:** countywide obj. 626
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**
This is a countywide contract for gasoline/diesel services. Funding source is obj. 626 "Gasoline/Diesel" and purchases are on an "as needed basis".

Funds available as of 6-1-12, please refer to attached expense report.

**Attachments**

Retail Fuel Card Contract #946-C1-CCG-RFC
Obj. 626 Exp. Report as of 6-1-12

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 05/24/2012 12:56 PM |
| Budget & Management | Merlen P. Munoz | 05/24/2012 01:07 PM |
| Ivan Cantu | Ivan Cantu | 06/01/2012 02:34 PM |
| Auditor's Office | Arcilia Duran | 06/01/2012 03:26 PM |
| Purchasing Department | Monica Badillo | 06/01/2012 05:02 PM |

Form Started By: Vangie Garcia Started On: 05/23/2012 03:32 PM
Final Approval Date: 06/01/2012

# Window on State Government

Susan Combs Texas Comptroller of Public Accounts

**NOTE:** The products listed are for use by eligible State of Texas entities ONLY and are not for personal purchase or purchase by commercial entities.



## Search for Contracts

Enter keywords or NIGP codes to find state contracts:

GO

# Contract Details

## 946-C1 RETAIL FUEL CARD

**Start Date:** 04/2012

**End Date:** 08/2014

A. DESCRIPTION OF CONTRACT: CCG CONTRACT NO. 946-C1 - CCG-RFC-2011-002
RETAIL FUEL CARD

The Council on Competitive Government (CCG) Retail Fuel Card contract provides state agencies and local governments the opportunity to realize savings on fuel and maintenance purchases on their vehicles through a payment card program.

B. ACCOUNT IMPLEMENTATION

Note: To meet internal encumbrance requirements, customers may process a purchase order and reference CCG Contract No. 946-C1. Please do not forward purchase orders to US Bank.

For State Agencies: Use Doc Type 9
Legal Cite for Purchase Order: Government Code 2162.105 state Council on Competitive Government

NIGP Code(s):
946-35
946-70

C. SERVICE LEVEL COMMITMENT (PDF)

D. CONTRACTOR CONTACT INFORMATION:

U.S. BANK NATIONAL ASSOCIATION ND
Contact: Terri Lewcun
Phone: (832) 486-1162
E-mail: terri.lewcun@usbank.com

E. TERM OF CONTRACT: April 20, 2012 thru April 30, 2014

RENEWAL OPTIONS:
1st Renewal: May 1, 2014 – April 30, 2015
2nd Renewal: May 1, 2015 – April 30, 2016
3rd Renewal: May 1, 2016 – April 30, 2017

F. SPECIFIC CONTRACT BENIFITS:

1. Form of payment for fuel, oil, maintenance, repairs and roadside assistance

2. Net-out taxes for applicable fuel card purchases
3. Fuel payments covered under a single invoice
4. Retail fuel cards can be tailored to meet the needs of State Agencies, Higher Education and CPA Cooperative Purchasing Members (e.g. cards can be issued and assigned to drivers or vehicles)
5. Robust online program management system and enhanced reporting capabilities
6. Quarterly Rebate (XLS) based on every dollar spent
7. No annual fees
8. $50 maximum liability on fraudulent transactions
9. $0 liability for fraudulent transactions on lost or stolen cards which occur after the lost or stolen card was reported to US Bank
10. Free training for program administrators
11. Custom Cards:
    a. 8 to 10 weeks for delivery
    b. CCG approval required for State agencies
    c. Higher Education and CPA Cooperative Purchasing Members may coordinate directly with US Bank.
    d. No charge for single, standard color logo; additional colors/designs are billed at cost by US Bank
12. Payment terms per Texas Prompt Payment Act.

G. PAYMENT INSTRUCTIONS:

State Agencies: (to be announced)

CPA TPASS Cooperative Purchasing Members: (to be announced)

H. CCG CONTRACT MANAGEMENT: Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to:

David Bennett, CTCM, CTPM
Strategic Sourcing
Texas Comptroller of Public Accounts
Phone: (512) 463-7817
E-mail: david.bennett@cpa.state.tx.us

I. TPASS CONTACT: Questions concerning technical services should be directed to:

Texas Procurement and Support Services (TPASS) Division
Texas Comptroller of Public Accounts
Phone: (512) 463-3435
E-mail: fuel.card.program@cpa.state.tx.us

J. CONTRACTOR PERFORMANCE:

The Comptroller of Public Accounts (CPA) administers a vendor performance program for use by all ordering entities per Texas Government Code, Title 10, Subtitle D, Section 2155.077. The Vendor Performance and Debarment Program relies on the ordering entity's participation in gathering information on vendor performance. Ordering Entities shall report vendor performance on purchases over $25,000 from contracts administered by the commission or any other purchase over $25,000 made through delegated authority granted by CPA (TAC 20.108). Agencies are additionally encouraged to report vendor performance on purchases under $25,000.

Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM.

The purpose of the Vendor Performance Tracking System is to:

- Identify vendors that have exceptional performance.
- Aid purchasers in making a best value determination based on vendor past performance.
- Protect the state from vendors with unethical business practices.
- Provide performance scores in four measurable categories for the CMBL vendors.
- Track vendor performance for delegated and exempt purchases.

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Document Library
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Contact the Council

# Events and Announcements

## New Retail Fuel Card Services Contract Available

At the February 28, 2012 CCG Open Meeting, Council approved a contract award for Retail Fuel Card services to U.S. Bank as well as a 6-month contract extension (March 1, 2012 – Aug 31, 2012) with Comdata to allow for an orderly transition to the new contractor. The new Retail Fuel Card Services Contract is now available for use by all state agencies and local entities and is intended to provide savings on fuel and maintenance purchases on vehicles through a payment card program. Learn more here.

## Document Destruction Services

At the February 28, 2012 CCG Open Meeting, Council approved a contract amendment to the Document Destruction Services Contract to allow for service coverage expansion. The revised contract will be in place by the end of FY 12 and will make high quality, competitively priced, destruction services available across the entire state. The addition of 5-6 Community Rehabilitation Programs (CRPs) to the contract will also translate into additional employment opportunities for people with disabilities in several cities across the state.

## Utility Invoice Processing Services

At the March 6, 2012 State Procurement and Advisory Council (SPAC) Open Meeting, the Chief Clerk authorized a contract award for Utility Invoice Processing Services (UIPS) to Ecova,Inc. The UIPS Contract is now available for use and is intended to provide savings on end-to-end processing of electricity (deregulated and regulated), natural gas, water, and wastewater utility invoices for participating state agencies, universities, and co-operative purchasing members. Learn more here.

## Sign up for our listserv

The Council maintains a policy announcement service with regular updates to keep interested parties informed about activities, milestones and opportunities for involvement. You can subscribe to the listserv here.

Contact the Council on Competitive Government by phone at (512) 463-3855.

The CCG Web site is hosted and maintained by the Texas Comptroller of Public Accounts.

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State of Texas Home Page Statewide Search from the Texas State Library

Council on Competitive Government

April 20, 2012

**NOTICE OF AWARD**

Michael Farrell
Vice President Sales, Public Sector
US Bank / Corporate Payment Systems
1745 RiverPark Dr.
Dacula, GA 30019

Re: Contract No. 946-C1
RFP No. CCG-RFC-2011-002
Description: Retail Fuel Card Services
Initial Term of Contract: April 20, 2012 – April 30, 2014
Renewal Options:
1st Renewal: May 1, 2014 – April 30, 2015
2nd Renewal: May 1, 2015 – April 30, 2016
3rd Renewal: May 1, 2016 – April 30, 2017

Dear Contractor:

Your company submitted a proposal to the Texas Council on Competitive Government (CCG) in response to the above-referenced Request for Proposal (RFP). This letter is to inform you that the CCG accepts the proposal and establishes this contract as referenced to document the agreement. All terms and conditions set forth in the RFP are made part of this contract.

The contract consists of:

(1) this Notice of Award, including the clarifications as agreed upon by CCG and the contractor per Attachment A of this letter and accompanying addenda;
(2) the original RFP, as modified by addenda;
(3) the Proposal submitted by your company as modified by any Best and Final Offer.

The order of precedence for these contract documents is established in Section B.1.6 of the RFP.

Only those assumptions or exceptions specifically noted in this award letter or attached to this award letter have been considered and granted by CCG to Respondent. Any other assumptions or exceptions are specifically denied. No CCG employee or customer agency employee may modify the terms and conditions of this contract without executing a contract amendment. Any oral accommodations to grant Respondent's assumptions or exceptions are specifically disclaimed.

Any payment due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, which is owed to the state of Texas.

**Council Members:**

**Hon. Rick Perry**
Governor

**Hon. David Dewhurst**
Lieutenant Governor

**Hon. Susan Combs**
Comptroller

**Hon. Jerry Patterson**
Land Commissioner

**Hon. Joe Straus**
Speaker of the House

**Ronald Congleton**
Texas Workforce Commissioner

**Terry Keel**
Texas Facilities Commission

LBJ State Office Building
111 E. 17th Street
Austin, Texas 78711-1440

Phone: 512-463-3855
Fax: 512-475-4405
Toll Free: 1-800-531-5441

ccginfo@ccg.state.tx.us
www.ccg.state.tx.us

Please review the enclosed Attachment A and accompanying addenda and notify this office within five (5) business days of the date of this Notice of Award of any errors requiring correction. Notate corrections on a copy of the attached listing and forward to the attention of CCG staff noted below.

If you have any questions, please call Mr. David Bennett at 512-463-7817 or by e-mail at david.bennett@cpa.state.tx.us.

Respectfully,

Michael Morrissey
Chairman
Texas Council on Competitive Government

**RFP No. CCG-RFC-2011-002, Retail Fuel Card Services**
**Attachment A to Award Letter**

**The parties to the above referenced contract agree to the following clarifications to the RFP and U.S. Bank's response:**

**1. Rebate Guarantee:**

U.S. Bank agrees to remove the 30 day client held requirement from its rebate conditions, and will agree to pay the State of Texas their earned rebate regardless of when payment is made by the State, provided that the agencies and political subdivisions pay according to the guidelines of State of Texas Prompt Payment Act.

**2. Account Minimum Waiver:**

U.S. Bank agrees to remove the $250,000 minimum spend requirement for rebate participation for political subdivisions. All State agencies will be allowed to participate in the rebate offering regardless of size.

**3. Rebate Payment Process:**

U.S. Bank agrees to process rebates to all accounts (both State agency and political subdivision) via a quarterly credit to each individual account.

**4. U.S. Bank Voyager Fleet Enhanced Billing Capabilities:**

The U.S. Bank Voyager card management system provides the ability for the State to attach its own billing account strings down to the individual card or organization level. This capability will allow the State to submit payments and for those payments to be posted to accounts without the use of the original 9 or 16 digit card number. Voyager organizational levels can contain data elements up to 25 characters (alpha/numeric) long. Likewise, if the State wants to attach accounting strings down to the individual card level, the Voyager system contains 5 "User Code" fields tied to each card. The User Code fields allow alpha/numeric data entry, and vary in length per the following: User Code 1 is 13 characters long; User Code 2 is 10 characters long; User Codes 3, 4 and 5 are all 8 characters long. Additionally, the Fleet Commander Online website allows users to customize the screens by renaming fields so that users will automatically recognize any fields the State requires for accounting codes.

**5. U.S. Bank Voyager Fleet State Government Collections Process:**

U.S. Bank understands that State accounts have unique accounting and payment processes, therefore these relationships are treated differently from our other client types. Our credit & collections policy for State accounts is as follows:

- At 45 days past due accounts receive a courtesy call to see if there is a billing problem or issue that needs to be resolved
- At 90 days, if the billing issue is not resolved, and there is no response from the agency or poly sub, U.S. Bank will make every commercially reasonable effort to notify the State

before temporarily suspending ; if the agency has responded with an explanation for the past due occurrence, the account will be left open

- At 360 days past due, the account will be subject to charge off

U.S. Bank will copy all notices referenced above to the official CCG point-of-contact for the Contract, and will consult on a periodic basis with the CCG regarding any delinquent accounts.

**6. Rebate Projections:** If, after the first year of program operation, the overall scope or utilization of the Fuel Card program governed by this contract can be demonstrated to differ greatly from the current projections, CCG agrees to work with U.S. Bank to re-evaluate the overall program economics and rebate conditions.

**7. Liquidated Damages:** The parties agree to omit RFP Section B.1.11, Liquidated Damages in its entirety and replace it with the following language:

> Contractor acknowledges that the State may be damaged if Contractor fails to fulfill its obligations under the Contract, and that liquidated damages may be assessed against the Contractor as described below. Liquidated damages attach and will be payable from any funds established by Contractor, from any sums owed directly or indirectly to Contractor as a result of handling or accepting State funds, or from monies owed to Contractor under any other contract awards by the State.
>
> The State shall notify Contractor in writing within thirty (30) calendar days of any failure to fulfill its obligations under the Contract, including associated liquidated damages. Upon receipt of written notice, Contractor will have ten (10) calendar days to provide a written explanation of any justification that may be applicable to the liquidated damages being considered, and to submit a corrective action plan for bringing the deficient operations within the standards specified by the contract.
>
> The State shall have the right to approve and make changes to the corrective action plan submitted by the Contractor. The corrective action plan shall be implemented by the Contractor at no cost to and upon approval by the State. Liquidated damages will not be assessed during the specified cure period for the activity in question, including the agreed implementation of any final corrective action plan. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the state as a breach of Contract.
>
> Liquidated damages will be assessed for unexcused failures of the card to process a valid transaction at a retail location at $500 per event each for 1-5, $1500 per event each for 6-10, and $5000 for any events over 10.
>
> An 'unexcused failure' is any failure that is caused by personnel, systems, or equipment within the reasonable control of U.S. Bank or its employees, agents, subcontractors, vendors or suppliers in the provision of services under the Contract.

## Addendum 1

This Addendum 1 is part of the Attachment A to Award of Contract No. CCG-RFP-2011-002 ("the RFP") for Fleet Card services between the State of Texas ("the State") and U.S. Bank National Association ND ("U.S. Bank").

### Essential Fleet Card Language

U.S. Bank shall be the primary provider to the State of fleet cards and services pertaining to the fleet card program. U.S. Bank will establish fleet card accounts for the State and those of its agencies the State designated to U.S. Bank in the RFP ("Participants"). The agencies on this list rely upon the State for their annual funding as they are appropriated funds by the Texas Legislature to pay for the charges on the fleet card accounts issued to the employees of these agencies.

Cities, counties, school districts and other governmental entities ("Political Subdivisions") may also participate under this fleet card contract. These entities must be qualified on their own by signing a Political Subdivision Addendum. The list of eligible entities can be found at the following electronic URL address:
http://www.window.state.tx.us/procurement/prog/coop/coopmemb/.

Subject to approval by U.S. Bank, an Account Limit (an "AL") for each account and an Aggregate Product Limit (the "PL") for all accounts for the State and each Political Subdivision shall be established by U.S. Bank pursuant to this Contract. U.S. Bank, at its sole discretion, shall have the right to revise the PL or AL. U.S. Bank shall have the right to revise any AL upon 30 days prior written notice to the State Agency or Political Subdivision card account contact. U.S. Bank may temporarily revise any AL and/or limit spending activity on any account for which fraudulent activity is suspected. U.S bank shall provide notice as soon as practical to the State when outstanding balances on all cards total an amount that is within ten percent (10%) of the AL.

Notwithstanding the foregoing, U.S. Bank shall provide twenty (20) business days prior notice to the CCG Contract Manager of any possible decrease in an AL of the State or a Political Subdivision to an amount that is no lower than the AL's average usage for the previous six months ("Average Use Rate"). U.S. Bank agrees to work with the CCG in framing any communications to such Political Subdivision; provided, however, that such Political Subdivision will only be informed of a decrease in its AL no more than five (5) business days in advance of such decrease. U.S. Bank shall provide rationale to the CCG for the amount of the reduction. U.S. Bank shall involve the CCG Contract Manager in any case where a Political Subdivision is requesting an increase in an AL and U.S. Bank is unable to accommodate such request.

Subject to the terms of the Contract, the State or the Political Subdivision shall be liable for all purchases and other charges incurred or arising by virtue of the use of a fleet card. U.S. Bank will send to the State and each Political Subdivision a monthly billing statement which will itemize all charges for the billing period. The amount shown on the statement as "Total Payment Due" shall be due and payable in U.S. Dollars upon the State's or the Political Subdivision's receipt of the Statement. The statement, as well as the payment, can be viewed and paid online. Disputes regarding charges or billings must be communicated to U.S. Bank in writing and must be received by U.S. Bank within sixty (60) days after the date on the statement on which the disputed or incorrect charge first appeared.

The State and each Political Subdivision shall pay in accord with the terms of the Texas Prompt Payment Act (Tx. Government Code Chapter 2251). U.S. Bank shall handle all collection activity. While each account is unique, in most instances, phone calls will be made to accounts that are 30 days past due. These calls may be followed up with letters and other collection activities, as dictated by individual circumstances and the terms of the Contract.

Any account with an outstanding balance greater than ninety (90) days may be subject to account suspension. U.S. Bank will not assess finance charges to the State.

The Contract shall remain in full force and effect for an initial term of twenty four (24) months from the effective date and shall continue thereafter as provided by the renewal provisions of the RFP (section A.1.5) or until terminated either by the State upon thirty (30) days written notice or by U.S. Bank upon one hundred eighty (180) days written notice to the State. The effective date of termination shall be stated in such written notice of termination, but shall be no less than the stated notice period. All Fleet Cards and related accounts shall be deemed canceled effective upon termination of this Contract.

Notwithstanding the foregoing, U.S. Bank shall have the right to suspend any and all services and obligations under this Contract or to terminate this Contract immediately, by written notice of such termination to the State, in the event that: (i) the State has materially breached any term of this Contract; or (ii) the amount due from the State, as the result of purchases and other such charges, in the aggregate, exceeds the established PL for a period of greater than sixty (60) days. U.S. Bank shall provide the State thirty (30) days written notice of, and an opportunity to cure, any breach or exceeding of an established PL or AL.

Rights, obligations or liabilities, which arise prior to the suspension or termination of this Contract, shall survive the suspension or termination of this Contract.

**Addendum 2**

This Addendum 2 is part of the Attachment A to Award of Contract No. CCG-RFP-2011-002 ("the RFP") for Fleet Card services between the State of Texas ("the State") and U.S. Bank National Association ND ("U.S. Bank").

## STATE OF TEXAS FLEET CONTRACT
## POLITICAL SUBDIVISION ADDENDUM

This Political Subdivision Addendum constitutes an addendum to and modification of the contract for fleet card services (**"Contract"**), dated _____ between the State of Texas (the **"State"**) and U.S. Bank National Association ND (**"U.S. Bank"**). This Political Subdivision Addendum shall become effective upon signing by or on the behalf of U.S. Bank (**"Effective Date"**) and supersedes any previous and like addenda with the Political Subdivision.

**RECITALS**

A. The State has entered into the Contract for the purpose of making available a fleet card program as described in the Contract (**"Card Program"**) for use by State Agencies and Political Subdivisions;

B. The State is willing to permit Political Subdivision to participate in the Card Program provided that Political Subdivision assumes all responsibility and liability for Political Subdivision's performance of the terms and conditions of the Contract as if Political Subdivision was the entity signing the Contract as the State. The State shall not bear liability or responsibility for Political Subdivision under the Contract or this Political Subdivision Addendum; and

C. Political Subdivision has been given an opportunity to obtain a copy of the Contract from the State, and desires to participate as a Political Subdivision under this Contract. Political Subdivision assumes all responsibility and liability for Political Subdivision's performance of the terms and conditions of this Political Subdivision Addendum, as well as the Contract, as if Political Subdivision was the entity signing the Contract as the State, but Political Subdivision shall not be liable for the acts and omissions of the State under the Contract or this Political Subdivision Addendum.

**AGREEMENT**

Now therefore, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants set forth in the Contract, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Political Subdivision agrees as follows:

1. Capitalized terms used in this Political Subdivision Addendum and not otherwise defined in this Political Subdivision Addendum are used with the same respective meanings attributed thereto in the Contract.

2. Political Subdivision agrees to accept and perform all duties, responsibilities and obligations required of the State as set forth in the Contract. Cards shall be issued to designated employees of Political Subdivision upon execution of this Political Subdivision Addendum by Political Subdivision and U.S. Bank.

3. Political Subdivision shall make payment to U.S. Bank for all Charges incurred by Political Subdivision, its Cardholders and Accountholders as provided in the Contract. "Charges" means all amounts charged to a card and/or account.

4. Political Subdivision declares that cards shall be used for official Political Subdivision purchases only, and shall not be used for individual, consumer purchases or to incur consumer debt. Political Subdivision warrants that it possesses the financial capacity to perform all of its obligations under the Contract and this Political Subdivision Addendum.

5. The representations, warranties and recitals of Political Subdivision set forth in this Political Subdivision Addendum and the Contract constitute valid, binding and enforceable agreements of Political Subdivision. The execution of this Political Subdivision Addendum and the performance of the obligations hereunder and under the Contract are within the power of Political Subdivision, have been authorized by all necessary action and do not constitute a breach of any agreement to which Political Subdivision is a party or is bound.

6. The notice address for Political Subdivision is:

   _____
   _____
   _____
   _____
   Attn: _____

7. Authorization and Execution. Political Subdivision represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for the Political Subdivision to be bound by this Political Subdivision Addendum.

In witness whereof, the parties have, by their authorized representatives, executed this Political Subdivision Addendum.
Dated this ____ day of _____, 201_ by:

_____
Legal Name of Political Subdivision

_____
(Signature of Authorized Individual)

_____
(Printed Name of Authorized Individual)

**Addendum 3**

This Addendum 3 is part of the Attachment A to Award of Contract No. CCG-RFP-2011-002 ("the RFP") for Fleet Card services between the State of Texas ("the State") and U.S. Bank National Association ND ("U.S. Bank").

## U.S. BANK FLEET CARD PROGRAM
## PERFORMANCE VOLUME REBATE ADDENDUM

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This Performance Volume Rebate Addendum (**"Rebate Addendum"**) is entered into, by and between U.S. Bank National Association ND (**"U.S. Bank"**) and the State of Texas (**"the State"**), and constitutes an addendum to the Award of the fleet services contract dated April __, 2012 (the **"Contract"**) between the State and U.S. Bank. This Rebate Addendum shall become effective upon signing by or on the behalf of U.S. Bank (**"Effective Date"**).

U.S. Bank shall extend to the State the following revenue sharing opportunity:

1. U.S. Bank will pay to the State a portion of its aggregate Net Quarterly Charge Volume through a rebate (**"Volume Rebate"**) based on the aggregate Net Quarterly Charge Volume. The Volume Rebate calculation will be made in accordance with Schedule A, attached hereto and made a part hereof.

2. Any Revenue Share payment made pursuant to this Rebate Addendum will be net of accumulated Charge-offs resulting from participation in U.S. Bank National Association ND programs regardless of whether the underlying Contract between the parties is valid or has been terminated.

3. U.S. Bank will calculate the aggregate Net Quarterly Charge Volume for the Addendum Quarter to find the Rebate Percentage on Schedule A for the Volume Rebate. Quarterly, U.S. Bank will multiply the Rebate Percentage by the Net Quarterly Charge Volume for that same Addendum Quarter for each account. The result will be the gross Revenue Share. U.S. Bank will subtract any Charge-offs that have not been subtracted at any time during any of the past Addendum Quarter(s) from the gross Revenue Share for each account. The result will be the net Revenue Share. Any Charge-offs in excess of the net Revenue Share from one (1) Addendum Quarter will be subtracted from one (1) or more of the following Addendum Quarters.

4. The first Revenue Share payment, if any, shall be made within ninety (90) days after the end of the first Addendum Quarter. The revenue share payment will be applied as a credit to the State, state agency or political subdivision's billing account. Subsequent calculations and payments, if any, shall be made in a similar fashion on each three (3) month anniversary of the first calculation. If any Revenue Share payment date falls on a non-business day, Revenue Share payments due shall be made on the next business day.

5. Provided the State begins transacting sales by 7/1/12, Voyager will guarantee a minimum of 170 basis points (1.70%) of net quarterly charge volume during year 1 of the contract regardless of Aggregate Net Quarterly Charge Volume for state, state agencies, and political subdivisions, unless a higher volume level is attained. "Year 1" shall be defined as the twelve month period beginning with the first card usage under the contract.

6. Capitalized terms used in this Rebate Addendum and not otherwise defined in this Rebate Addendum are used with the same respective meanings attributed thereto in the Contract. **"Account"** means any account number to which charges and payments may be posted. **"Charge-off"** means any amount due and owing to U.S. Bank or its Affiliates by the State that remains unpaid for three hundred sixty (360) days after the date that it was first billed. **"Fraudulent Charges"** means those Charges which are not initiated, authorized or otherwise requested by the State, its Affiliates, and/or a

Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit the State, its Affiliates, and/or a Cardholder. Fraudulent charges are limited to fifty dollars ($50) per card. **"Net Quarterly Charge Volume"** means all charges set forth on the Statements furnished for all Accounts for the State and any participating state agencies or political subdivisions, less Fraudulent Charges, chargebacks, and amounts Charged-off by U.S. Bank with respect to such Accounts as uncollectible for each three (3) month period beginning with the first such period following the Effective Date of this Rebate Addendum (an **Addendum Quarter**). **"Revenue Share"** is the Volume Rebate. **"Rebate Percentage"** means the Volume Rebate Percentage.

7. If the Contract is terminated and/or the primary provider provision of the Contract is violated, in addition to any other remedies available to U.S. Bank, this Revenue Share opportunity shall immediately terminate and no Revenue Share shall be paid to the State other than Revenue Share that has already been earned prior to the termination.

8. Except to the extent that the Contract is expressly or implicitly modified by this Rebate Addendum, all terms and conditions of the Contract remain in full force and effect.

9. Along with each Revenue Share payment made under section 4, above, U.S. Bank shall report to the CCG Contract Manager the calculations used to determine the amount of the payment. U.S. Bank shall ensure that the level of detail contained in those reports is sufficient for the State to verify the Revenue Share calculations using internal state auditing resources or third party sources.

## U.S. BANK FLEET CARD PROGRAM

## PERFORMANCE VOLUME REBATE ADDENDUM

## SCHEDULE A

| Net Quarterly Charge Volume | Volume Rebate Percentage |
|---|---|
| < $6,250,000.00 | 1.1500% |
| $6,250,000.00 | 1.2500% |
| $7,500,000.00 | 1.3000% |
| $8,750,000.00 | 1.3500% |
| $10,000,000.00 | 1.4000% |
| $11,250,000.00 | 1.4500% |
| $12,500,000.00 | 1.5000% |
| $13,750,000.00 | 1.5400% |
| $15,000,000.00 | 1.7000% |
| $16,250,000.00 | 1.7100% |
| $17,500,000.00 | 1.7200% |
| $18,750,000.00 | 1.7300% |
| $20,000,000.00 | 1.7400% |
| $21,250,000.00 | 1.7500% |
| $22,500,000.00 | 1.7600% |

**AI-43652** **Purchasing Department 8. D.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted For: Comm. A. C. Cuellar, Pct. #1 Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Acceptance and approval of request for payment of Invoice #20141825-F in the amount of $4,800.00-Work Authorization No. 3 as submitted by TEDSI Infrastructure Group for Professional Engineering services from January 1, 2014 to January 31, 2014-Contract #C-08-226-09-30-PO#695933.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 1315-431-00-121-040-0-731/841

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

BUDGETARY IMPACT:

Funds available as of 4/10/14.

## Attachments

INVOICE DOCUMENTATION

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/09/2014 06:23 PM |
| Budget & Management | Debbie Tamez | 04/10/2014 09:32 AM |
| Glinda Pacheco | Glinda Pacheco | 04/10/2014 01:29 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Vangie Garcia Started On: 03/18/2014 04:06 PM

Final Approval Date: 04/11/2014

TEDSI INFRASTRUCTURE GROUP
*Consulting Engineers*
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1640

February 27, 2014
Project No: 2008-1020-03
Invoice No: 20141825-F

REQ# 238816 P.O.# 695933
4-1315-431-00-121-040-0-731 = $3,504.00
TXDOT-MILE 2 WEST(MILE12-US83)-ROADS

REQ# 238816 P.O.# 695933
4-1315-431-00-121-040-0-841 = $1,296.00
TXDOT-MILE 2 WEST(MILE12-US83)-AID GOVT

Mr. Raul Lozano
Hidalgo County Precinct 1
1902 Joe Stephens Avenue
Weslaco, TX 78596

Project 2008-1020-03 Mile 2 West CS

**Work Authorization No. 3**
**Mile 2 West from US 83 to Mile 12 North**
**Contract No. C-08-226-09-30**

**Professional Services from January 01, 2014 to January 31, 2014**
**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|---|---|---|---|---|---|
| Row of Way Staking | 25,000.00 | 63.00 | 15,750.00 | 15,750.00 | 0.00 |
| Utility Potholing Survey | 22,000.00 | 100.00 | 22,000.00 | 22,000.00 | 0.00 |
| Survey Management | 7,100.00 | 100.00 | 7,100.00 | 7,100.00 | 0.00 |
| Construction Observation | 33,600.00 | 85.71 | 28,800.00 | 24,000.00 | 4,800.00 |
| Total Fee | 87,700.00 | | 73,650.00 | 68,850.00 | 4,800.00 |
| | | Total Fee | | | 4,800.00 |

| Billing Summary | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 4,799.99 | 68,850.00 | 73,650.00 |
| Total Fee | | | 87,700.00 |
| Remaining Fee | | | 14,050.00 |

RECEIVED 3/6/14

Total this Invoice $4,800.00

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 20131777 | 1/08/2014 | 9,600.00 |
| Total | | 9,600.00 |

pd. 3/4/14 ck# 04-15407

Total Now Due $14,400.00

**PLEASE REMIT PAYMENT TO:**
**TEDSI Infrastructure Group, Inc.**
**738 Highway 6 South**
**Houston, Texas 77079**

INVOICE RECEIVED BY
[signature] on 3/6/14
GOODS/SERVICES RECEIVED BY:
_____ on _____

Authorized By: _____ Date: 2/27/14
Craig F. Stong, P.E.
Project Manager

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1040
*Consulting Engineers*
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

# Project Progress Report

| | |
|---|---|
| **TO:** Raul Lozano | **DATE:** Feb 27, 2014 |
| **FROM:** Craig F. Stong, P.E. | **TEDSI PROJECT NO.:** 2008-1020-03 |
| **REFERENCE:** Mile 2W – US-83 to Mile 12 North | |

Progress Report for Jan. 2014 Invoice, Jan. 1, 2014 to Jan. 31, 2014

**ITEM**

1. ROW Staking
2. Utility Potholing Survey
3. Survey Management
4. Construction Observation

## Description of work performed:

**Item No. 1**

- No Work this period on this item.

**Item No. 2**

- No Work this period on this item.

**Item No. 3**

- No Work this period on this item.

**Item No. 4**

- A site visit was conducted to check on the status of utility adjustements and preparation of ROW completed to date. Mr. Jones (a local Mile 2 West resident) and the TxDOT inspector were met in the field to discuss safety concerns associated with the proposed driveways. A solution to the access/safety issues with these driveways was agreed upon and an official letter to TxDOT generated. Preparation of Right of Way going, AT&T relocating from Mile 11 North to Mile 12 North, and Right of Way Delineated.

**TEDSI INFRASTRUCTURE GROUP**
TEDSI
*Consulting Engineers*
1201 E. Expressway 83 ♦ Mission, Texas 78572
(956) 424-7898

# Letter of Transmittal

**TO:**
Ms. Katia Garcia
Hidalgo County Precinct 1
1902 Joe Stephens Avenue
Weslaco, Texas 78596

**DATE:** March 5, 2014

**REF.:** Mile 2 West CS

**TEDSI PROJECT NO.:** 2008-1020-03

**TRANSMITTED:**

| | | |
|---|---|---|
| ☒ For Your Use | ☐ Please comment | ☐ Approved as Noted |
| ☐ As Requested | ☐ Reply ASAP | ☐ As Noted Below |

**VIA:**

| | | |
|---|---|---|
| ☒ US Mail | ☐ Courier | ☐ Hand Carry |
| ☐ E-Mail | ☐ LoneStar Overnight | ☐ FedEx |

| COPIES | DESCRIPTION |
|---|---|
| | |
| 1 | TEDSI Invoice No. 20141825-F Jan. Invoice |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

**REMARKS:**

Thank you,

Signed: for Craig F. Stong, P.E.

If enclosures are not as stated, please notify us.

# Requisition

Req # 00238816

PO # 695933

Date: 06/19/13

**Bill To:** x
x

**Vendor:** 227889
TEDSI INFRASTRUCTURE GROUP, INC.
738 HIGHWAY 6 SOUTH, SUITE 430
HOUSTON TX 77079

**Ship To:** HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

**Contact:** RAUL LOZANO
956-968-8733

**Contract No:** C-08-226-09-30

**Special Instructions:**
RM24

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | Approved thru C.C. on 07/09/2013 under AI-39339 | | |
| | | C-08-226-09-30<br>DO NOT DUPLICATE ORDER | | |
| 1.00 | EACH | CC Work Authorization #3 for Mile 2W from US 83 to Mile 12 North in Pct #1 | 87,700.00 | 87,700.00 |
| | | ROW Staking $25,000<br>Utility Pothole Survey $22,000<br>Survey Management $7,100<br>Construction Observation $33,600 | | |
| 1.00 | | 01/10/14 MODIFICATION TO P.O. REQUESTED BY DEPT. B#006683 ERC | | .00 |
| 1.00 | | 02/24/14 PARTIAL LIQUIDATION $7008.00 OBJ 731 AND $2592.00 OBJ#841 WILL BE PAID DIRECT FROM PAYABLE ACCT FOR INV#20131777 B#007116 ERC | | .00 |
| 1.00 | | 03/07/14 PARTIAL LIQUIDATION OBJ 731 $9600.00 PD FROM PAYABLE ACCT ON 03/04/14 CK#04-15407 INV#20131777 B#000617 ERC | | .00 |
| | | Account No | Encumbrance | |
| | | 3-1331-431-00-121-040-0-731 | 5,391.00 | |
| | | 3-1334-431-00-121-040-0-731 | 7,818.61 | |
| | | 4-1336-431-00-121-040-0-731 | 74,490.39 | |
| | | | Freight | .00 |
| | | | Total | 87,700.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

**Zimbra** **evangelina.garcia@co.hidalgo.tx.us**

## REQUEST AGENDA ITEM MILE 2 WEST FROM US 83 TO MILE 12 NORTH - TEDSI INV#20141825-F 3-18-14

**From :** Marcie Jackson <marcie.jackson@co.hidalgo.tx.us> Tue, Mar 18, 2014 02:02 PM

**Subject :** REQUEST AGENDA ITEM MILE 2 WEST FROM US 83 TO MILE 12 NORTH - TEDSI INV#20141825-F 3-18-14 1 attachment

**To :** Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

**Cc :** katia garcia <katia.garcia@co.hidalgo.tx.us>

Ms. Vangie,

Please place invoice #20141825-F TEDSI Infrastructure Group, on the next regularly scheduled County Commissioner's meeting for approval and payment.

--
Thank you,

Marcie Jackson
Accounts Payable Assistant Supervisor
Hidalgo County Precinct No.1
1902 Joe Stephens Ave. Suite 101
Weslaco, Texas 78599
Phone# (956)968-8733
Fax# (956)973-7804

**TEDSI INV#20141825-F 3-18-14.pdf**
935 KB

**AI-43855** **Purchasing Department 8. E.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted For: Comm. A. C. Cuellar, Pct. #1 Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

**CONSTABLE Pct. #1:**

Notification for clarification purposes of the new assigned purchase order #707013 with Holchemont, LTD as the general contractor-"Contract #C-12-028-07-24-CONSTRUCTION OF A NEW CONSTABLE BUILDING PRECINCT ONE" for Change Order Nos. 004 (CC 12/20/13-AI#42269) & Change Order No. 005 (CC 03/11/13-AI#43416) since original PO#680750 was liquidated due to HCCC acceptance of the Certificate of Substantial Completion on December 20, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

PO#707013

FISCAL YEAR: 2014 ACCT. #: 1336-421-00-220-042-0-739

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

BUDGETARY IMPACT:

PO#707013

Attachments

PREVIOUS AGENDA #43416 WITH MINUTES

PURCHASE ORDER 707013

ARCHITECT'S LETTER OF CLARIFICATION

PREVIOUS AGENDA #42269 WITH MINUTES

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/09/2014 06:28 PM |
| Budget & Management | Debbie Tamez | 04/10/2014 11:19 AM |
| Glinda Pacheco | Glinda Pacheco | 04/11/2014 02:10 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Vangie Garcia Started On: 03/28/2014 01:54 PM

Final Approval Date: 04/11/2014

**Vote:** 3 - 0 - Unanimously

3. **AI-43486** Acceptance of proposal submitted by RL Abatement, Inc. in the amount of $6,900.00 (thru county's participation with TIPS/TAPS Contract No. 1032813) for asbestos abatement services for the Old Administration Building (100 E. Cano-Edinburg) in areas with same ACM as previously identified in Raba Kistner's survey (remediation not done due to County's necessity to occupancy/use of office space at time of original abatement in all other unoccupied areas).

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

4. **AI-43447** Approval of the final requirements/scope of services for the "Real Estate Broker Services" project for Hidalgo County. (Previously approved by CC meeting on 12-20-13 for authority to advertise pending final approval by CC and legal counsel.)

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

B. **Facilities Management:**

1. **AI-43393** Acceptance and approval to award proposal received from CAS Companies in the amount of $40,358.35 (through Hidalgo County's membership/participation with Tips/Taps Contract #10012413) for the provision of labor, to include materials including, but not limited to any other appurtenances, as may be needed for installation of a HEPPA Evacuation System/ Filters to the HC Autopsy Facility and evidenced by a properly executed purchase order.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

C. **Pct. 1**

1. **AI-43416** **CONSTABLE PRECINCT ONE** :
Acceptance and approval to increase original PO#680750 (C-12-028-07-24) with Holchemont LTD. as recommended by the Architect of record "Alcocer Garcia Associates" thru AIA Document G701-2001 Change Order No. 005 in the amount of $7,720.13 for change request as outlined in the Summary Of Change Order No. 005 including, but not limited to, the electrical transformer and extension of time to complete original punch-list (CC approved 12-31-13-AI #42269).

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

D. **Pct. 3**

1. **AI-42935** Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/ or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County Precinct 3- "Garbage Collection at Los Ebanos Pavilion" through project No.: 2014-019-01-15-SGS.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

2. **AI-43352** Pursuant to contract with L&G Engineering, (article 14) to C-13-305-10-07, a request for approval by engineer to permit the subcontracting of AmaTerra Environmental Inc., in connection with "Mile 3."

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

E. **Pct. 4**

APPROVED

**AI-43416** **Purchasing Department 21. C. 1.**

**CC REGULAR**

**Meeting Date:** 03/11/2014

**Submitted For:** Comm. AC Cuellar, Pct. #1 **Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

**CONSTABLE PRECINCT ONE**:

Acceptance and approval to increase original PO#680750 (C-12-028-07-24) with Holchemont LTD. as recommended by the Architect of record "Alcocer Garcia Associates" thru AIA Document G701-2001 Change Order No. 005 in the amount of $7,720.13 for change request as outlined in the Summary Of Change Order No. 005 including, but not limited to, the electrical transformer and extension of time to complete original punch-list (CC approved 12-31-13-AI #42269).

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 1336-421-00-220-042-0-720

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

**BUDGETARY IMPACT:**

Funds available as of 3/7/14.

## Attachments

Change Order No. 005

1

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/07/2014 10:13 AM |
| Budget & Management | Debbie Tamez | 03/07/2014 10:19 AM |
| Glinda Pacheco | Glinda Pacheco | 03/07/2014 02:02 PM |
| Auditor's Office | Monica Badillo | 03/07/2014 05:22 PM |

Form Started By: Vangie Garcia Started On: 03/03/2014 04:33 PM

Final Approval Date: 03/07/2014

# Purchase Order
# COUNTY OF HIDALGO

PO# 707013

DATE: 04/01/14

PAGE NO: 1 of 1

NEEDED: 03-27-14

PO TYPE:

VENDOR: 402419 REQ: 00254458

PHONE: (956)686-2901

Fax: (956)686-2925 EMAIL: bids@holchemont.com

HOLCHEMONT, LTD
900 N MAIN ST
MCALLEN TX 78501-4327

SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:

SITE: FACILITIES MANAGEMENT

SPECIAL INSTRUCTIONS: REQ#343

**VENDOR NOTES**

1. Do not add to or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION. This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also place; F.O.B. Destination. Vendor must receive all shipping costs.
4. Invoice each Purchase Order singly. One original invoice and two copies may be required. Each unit of measure must appear on all invoices, bills of lading and packages.
5. Payment will be made only for goods and services completed unless otherwise stipulated.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | C-12-028-07-24<br>REFERENCE PO#680750 WHICH WAS LIQUIDATED. INCLUDE CHANGE ORDER #4 (INSTALLATION OF LIGHT POLES FOR PARKING LOT AND INSTALLATION OF GUTTER & RISE RM) AND CHANGE ORDER #5 (INSTALL TRANSFORMER AND RELATED ITEMS FOR A COMPLETE INSTALLATION TO SERVE THE PARKING LOT LIGHTS) | | |
| | | CHANGE ORDER #4 APPROVED THRU CC 12/20/13<br>CHANGE ORDER #5 APPROVED THRU CC 3/11/14 | | |
| 1.00 | EACH | CC CHANGE ORDER #4- INSTALLATION OF LIGHT POLES FOR CONSTABLE PCT 1 PARKING LOT | 18,723.00 | 18,723.00 |
| 1.00 | EACH | CC CHANGE ORDER #4-INSTALLATION GUTTERS AND DOWN SPOUTS TO FRONT ENTRY PORCH AND TO LOW ROOF AT REAR OF BLDG | 1,500.00 | 1,500.00 |
| 1.00 | EACH | CC CHANGE ORDER #5-INSTALL TRANSFORMER AND RELATED ITEMS FOR A COMPLETE INSTALLATION TO SERVE THE PARKING LOT LIGHTS | 7,720.13 | 7,720.13 |
| | | | TOTAL: | 27,943.13 |

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

**********

For Hidalgo County use only

| | |
|---|---|
| 4-1100-419-40-220-001-0-431 | 1,500.00 |
| 4-1336-421-00-220-042-0-739 | 26,443.13 |

Authorized by: Martha L Salazar

**Alcocer Garcia Associates, Inc.**
1333 E. Jasmine Ave McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

April 2, 2014

Oscar Garza, Program Coordinator
County of Hidalgo, Texas
2802 S. Business Hwy. 281
Edinburg, TX 78539

Re: Pct. 1 Constable's Building

Dear Mr. Garza,

This is to clarify the installation of the parking lot light poles for the project. The construction drawings for the parking lot were prepared by Guzman/Munoz for the County. These plans included the parking lot light poles, lamps, wiring connections and concrete bases. Under our A/E contract, we prepared the construction drawings for the building. Our plans included the electrical conduits and wiring extending from the building to each light pole location. This was according to the instructions the County gave to each design firm.

The construction of the parking lot is being managed by the County. The building construction is being done by Holchemont, LLC, general contractor. Holchemont installed the conduits and wiring for the parking lot lights as per our plans and specs. After these Holchemont installations, we were notified that the County- provided lamps were not compatible with the electrical power serving the building. The solution was to install a step-up transformer for the lamps as recommended by AEP. The lamps could have been modified, however, the lamp warranty would have been nullified, so that modification of the lamps was not a practical option.

The transformer needs to be connected to the electrical service at the building. This can best be done under the Holchemont contract. Had the County hired another contractor for this work, it would have created the possibility of electrical warranty limitations and the possibility of questionable responsibility for the proper functioning of the parking lot lights. Based on these circumstances, and in the best interests of the County, we supported the County's decision to have Holchemont install the transformer and the related items.

The County completed the installation of the concrete bases for the light poles. The installation of the parking lot light poles and lamps is to be done by Holchemont as additional work required to complete the lighting installations, including the wiring connections for the lamps. As with the transformer installation, this electrical work has its own warranty and responsibility implications.

Sincerely,

George A Garcia

George A. Garcia, Project Architect

Division, and to authorize project architect, Alcocer Garcia Associates, Inc. to proceed to forward documentation to awarded contractor, D. Wilson Construction, to provide final cost of change orde;

Marty Salazar informed the Court that she has emailed all parties with specifics.

*NO ACTION taken on this Item.*

c. Acceptance and approval No. 14-$7,873.59 submitted by Alcocer Garcia Associates, Inc., contracted architect for the, "Remodel of Existing Old Administration Building (1st & 2nd floors)"- C-08-131-08-07.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**10.** **AI-42362** Pursuant to contract with ERO Architects, a request for approval by architect to permit the subcontracting of HDR Architects and Halff Engineering in connection with "New Hidalgo County Courthouse Schematic Design Phases." C-13-122-07-17

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**B.** **Pct. 1**

**1.** **AI-42269** A. Pursuant to current contract with Holchemont LTD (AIA Contract #C-12-028-07-24)-Article 14.3, a request for approval of Claim from Holchemont LTD. for reimbursement in the amount of $1,593.00 for additional cost of the contractor's extension of the Builders Risk Insurance Coverage due to time delay imposed to contractor by Owner (legal has reviewed and approved such request);

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR “TITO” PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

B. Acceptance and approval to increase original PO#680750 (C-12-028-07-24) with Holchemont LTD. as approved by the Architect of record "Alcocer Garcia Associates" thru AIA Document G701-2001 Change Order #004 in the amount of $20,223.00 for change request as outlined in the Summary Of Change Order #004 to include but not limited to the Parking Lot Lights and installation of Gutter and Down Spouts to Front Entry Porch and low roof;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR “TITO” PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

C. Acceptance and approval of "Certificate of Substantial Completion" from contractor, Holchemont LTD., reflecting the completion date of December 11, 2013 for the "Construction of the Constable Precinct One Building-Precinct One," as submitted and certified by project architect, Alcocer Garcia Associates.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR “TITO” PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**C.** **Pct. 2**

**1.** **AI-42350** Approval to execute awarded (by CC 11-05-13) construction contract with Texas Cordia Construction, LLC for "Hidalgo Co. Pct. 2- Lowering of Canal Crossing & Road Widening at Eldora & Sgt. Trevino Road,"-#C-13-293-12-20.

On motion by COMMISSIONER PCT. 2, HECTOR PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**2.** **AI-42353** Approval of Final AIA Document A101 form of agreement between Hidalgo County-Owner and Holchemont, Ltd.-Contractor (Subject to legal counsel review and approval as to form) for Pct. No. 2, "Equipment and Maintenance Facility," and for the project architect, ERO Architects, issue the Notice to Proceed.

On motion by COMMISSIONER PCT. 2, HECTOR PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**D.** **Pct. 4**

**1.** **AI-40803** A) Acceptance and approval of the finalization estimated cost of Work Authorization No. 3, Part 2-additional services and hours as detailed in Attachment C in providing communications and public engagement strategies and services to Hidalgo County Precinct 4 to assist raising the awareness and education of County and Precinct 4 services and programs for the community thus allowing PO#669756 to be increased;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR “TITO” PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

B) Acceptance and approval of request for payment of the following invoices as submitted by Godinez Communications amid Work Authorization No. 3-PO#669756-Contract #C-11-117-08-02 for the provision of "Professional Consulting Services To Assist, Assess, Review, And Facilitate Hidalgo County's revenue And Expenditure Efficiencies In Various Public And Private Sector (Including All funding Sources, Programs, And Entities)" with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

1) Invoice No: HC-PCT4-001-$5,805.00-01/04/12 thru 01/31/12
2) Invoice No: HC-PCT4-002-$4,590.00-02/01/12 thru 02/29/12
3) Invoice No: HC-PCT4-003-$16,335.00-03/01/12 thru 03/30/12
4) Invoice No: HC-PCT4-004-$540.00-04/01/12 thru 04/30/12
5) Invoice No: HC-PCT4-005-$1,485.00-05/01/12 thru 05/31/12
6) Invoice No: HC-PCT4-006-$2,160.00-06/01/12 thru 06/30/12
7) Invoice No: HC-PCT4-007-$4.050.00-07/01/12 thru 07/31/12

APPROVED

**AI-42269** **Purchasing Department 42. D. 0.**
**CC REGULAR**
**Meeting Date:** 12/20/2013
**Submitted For:** Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
**Department:** PURCHASING DEPT.

## Information

### CAPTION

A. Pursuant to current contract with Holchemont LTD (AIA Contract #C-12-028-07-24)-Article 14.3, a request for approval of Claim from Holchemont LTD. for reimbursement in the amount of $1,593.00 for additional cost of the contractor's extension of the Builders Risk Insurance Coverage due to time delay imposed to contractor by Owner (legal has reviewed and approved such request);

B. Acceptance and approval to increase original PO#680750 (C-12-028-07-24) with Holchemont LTD. as approved by the Architect of record "Alcocer Garcia Associates" thru AIA Document G701-2001 Change Order #004 in the amount of $20,223.00 for change request as outlined in the Summary Of Change Order #004 to include but not limited to the Parking Lot Lights and installation of Gutter and Down Spouts to Front Entry Porch and low roof;

C. Acceptance and approval of "Certificate of Substantial Completion" from contractor, Holchemont LTD., reflecting the completion date of December 11, 2013 for the "Construction of the Constable Precinct One Building-Precinct One," as submitted and certified by project architect, Alcocer Garcia Associates.

### BACKGROUND

Certificate Of Substantial Completion is for building only inasmuch as the parking lot and curb/gutter is in the final stages of completion in partnership with various Precincts.

Approval of substantial completion will allow Hidalgo County Constable Precinct One for temporary occupancy upon final approval by City Of Weslaco.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 1336-421-00-220-042-0-720
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**

**FISCAL YEAR:** **ACCT. #:**
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**
Bal. as of 12/12/13: $11,879.02

**FISCAL YEAR:** **ACCT. #:**
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**AI-43873** **Purchasing Department 8. F.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted For: Comm. Tito Palacios, Pct. #2 Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of payment for Invoice #2014-0045 (reimbursable) in the amount of $171.53 submitted by contracted architect, ERO Architects in connection with, " Pct. 2 Equipment & Maintenance Facility "C-13-096-07-09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1342-431-00-122-053-0-720

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

BUDGETARY IMPACT:

Funding available through PO#701374.

Attachments

Invoice 2014-0045

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/09/2014 06:29 PM |
| Budget & Management | Debbie Tamez | 04/10/2014 11:23 AM |
| Glinda Pacheco | Glinda Pacheco | 04/11/2014 01:42 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Carlos Jasso Started On: 04/01/2014 09:22 AM

Final Approval Date: 04/11/2014

Tel.#956-661-0400 Fax#956-661-0401
300 S. 8th Street
McAllen, TX 78501

# Invoice

| Date | Invoice # |
|---|---|
| 3/19/2014 | 2014-0045 |

| Bill To |
|---|
| Mr. Hector "Tito" Palacios<br>Hidalgo County Pct 2<br>300 West Hall Acres, Ste. G<br>Pharr, TX 78577 |

| P.O. No. | Terms | Due Date | Project |
|---|---|---|---|
| 701374 | Net 30 | 4/18/2014 | 13012-Pct 2 New Vehicle Maint Facility |

Reimbursables

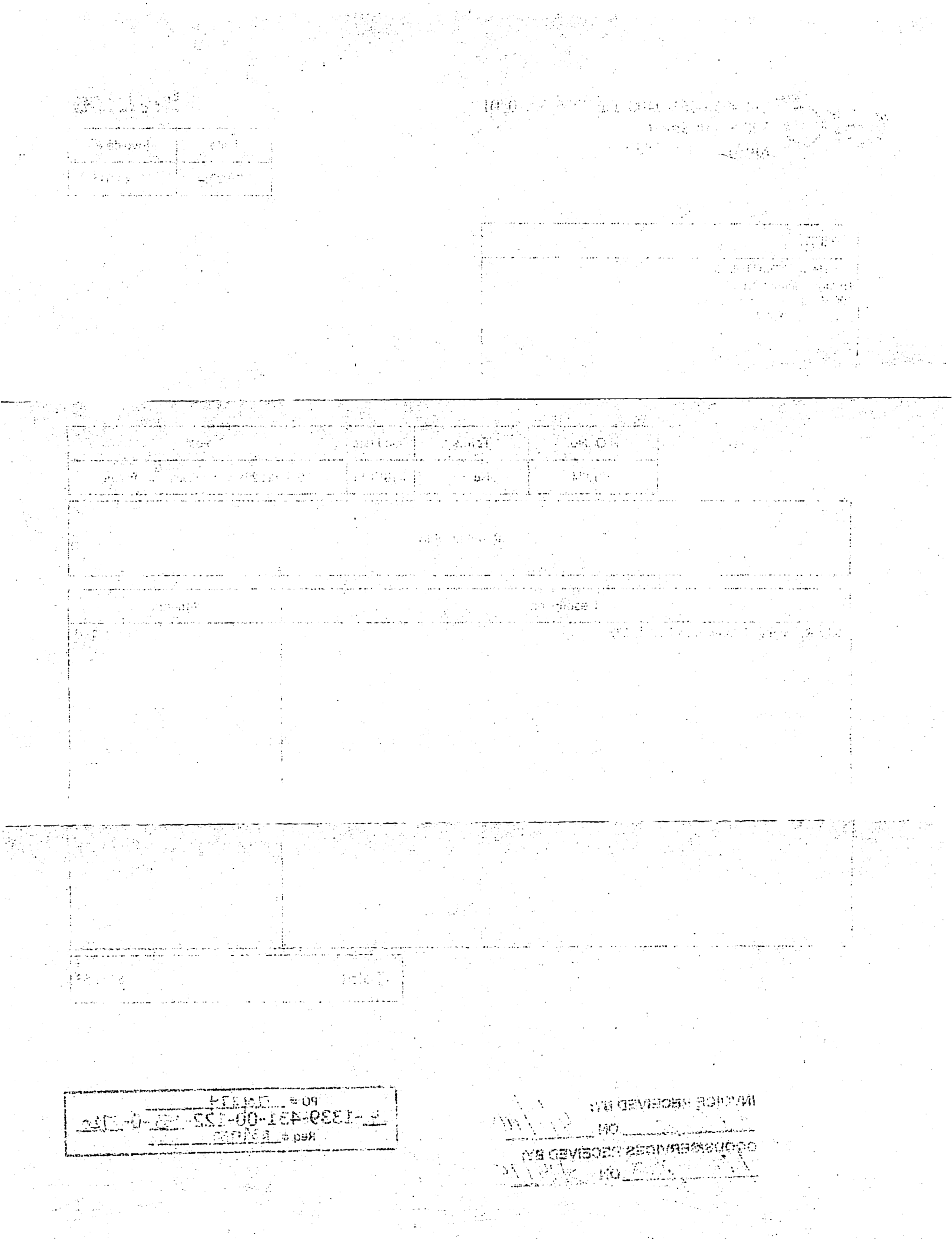
| Description | Amount |
|---|---|
| RGV Reprographics, Inc. Invoice#101236 | 171.53 |

**Total** $171.53

INVOICE RECEIVED BY: _____ ON 4/1/14

GOODS/SERVICES RECEIVED BY: H Palacios ON 3/19/14

PO # 701374
4-1342-431-00-122-053-0-720
Req # 239750



**RGV Reprographics, Inc.**
519 S.Broadway
PO Box 1959
McAllen, TX 78505
USA

Voice: (956) 686-1525
Fax: (956) 686-1529

# INVOICE

Invoice Number: 101236
Invoice Date: Nov 14, 2013
Page: 1
*Duplicate*

| Bill To: |
|---|
| ERO International, L.L.P.<br>300 S. 8th Street<br>McAllen, TX 78501<br>USA |

| Ship to: |
|---|
| JOB NUMBER REQUIRED<br>300 S. 8th Street<br>McAllen, TX 78501<br>USA |

| Customer ID | Customer PO | Payment Terms | |
|---|---|---|---|
| ERO | | Net 30 Days | |
| **Sales Rep ID** | **Shipping Method** | **Ship Date** | **Due Date** |
| NOE - Sales Rep | McA May | | 12/14/13 |

| Quantity | Item | Description | Unit Price | Amount |
|---|---|---|---|---|
| 378.00 | 3200A-01 | 63 originals 1 set 22x34 | 0.11 | 41.58 |
| 1.00 | 2543-01 | BINDING -WIDE FORMAT | 1.00 | 1.00 |
| 684.00 | 2500A-01 | 684 originals 1 set 8.5x11 | 0.07 | 47.88 |
| 1.00 | 2542-01 | BINDING -SPECS | 2.00 | 2.00 |
| | | -Millenium Engineering | | |
| 180.00 | 3200A-01 | 2 originals 15 sets 22x34 | 0.11 | 19.80 |
| 660.00 | 2500A-01 | 44 originals 15 sets 8.5x11 | 0.07 | 46.20 |
| | | Addendum #1 | | |
| | | Hidalgo County Pharr Precinct No.2 | | |
| | | Equipment & Maintenance Facilities | | |
| | | Invoice # 101236 | | |
| | | Description 13012 | | |
| | | GL # | | |
| | | Amount 171.53 | | |
| | | Due Date 12/14/13 | | |
| | | Approval | | |

12/9/13

| | |
|---|---|
| Subtotal | 158.46 |
| Sales Tax | 13.07 |
| Total Invoice Amount | 171.53 |
| Payment/Credit Applied | |
| **TOTAL** | **171.53** |

Check/Credit Memo No:

# Purchase Order

# COUNTY OF HIDALGO

PO# 701374

DATE: 11/25/13

PAGE NO: 1 of 1

PO TYPE:

VENDOR: 300306 REQ: 00239750

PHONE: EMAIL:

ERO INTERNATIONAL, LLP
300 S. 8TH ST.
MCALLEN TX 78501

SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT:

SITE: COMMISSIONER, PRECINCT 2

SPECIAL INSTRUCTIONS:

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be placed on file of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise stated.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | C-13-096-07-09 | | |
| 1.00 | EACH | CC OPEN PURCHASE ORDER FOR ARCHITECTURAL SERVICES FOR NEW EQUIP & MAINT. FACILITY FOR PCT 2 | 83,212.50 | 83,212.50 |
| | | | TOTAL: | 83,212.50 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | ********** For Hidalgo County use only ********** | | |
| | | 3-1342-431-00-122-053-0-720 | 75,600.00 | |
| | | 3-1342-431-00-122-053-0-739 | 7,612.50 | |

HIDALGO COUNTY
PRECINCT NO. 2
2013 NOV 26 PM 3:14

RECEIVED
NOV 26 2013
Mary

ENTERED
11/26/13

Authorized by: Martha L Salazar

**AI-43879** **Purchasing Department 8. G.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted For: Martha L. Salazar, HC-PA Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Approval for Hidalgo County to exercise the last year extension option (as provided under the current contract) for "Roadway Light Fixtures and Equipment" for Hidalgo County Precincts No. 1 & No. 3, under the same rates, terms and conditions with Lumatec Lighting Service. (C-13-014-04-09)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 1315-431-00-123-030-0-841

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

BUDGETARY IMPACT:

Pct. 3

FISCAL YEAR: 2014 ACCT. #: 1315-431-00-121-031-0-841

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

BUDGETARY IMPACT:

Pct. 1

## Attachments

Memo-Lumatec

Current Contract

Pct. 3 Approval

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/09/2014 06:30 PM |
| Budget & Management | Debbie Tamez | 04/10/2014 08:59 AM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Gricelda Villarreal Started On: 04/01/2014 12:55 PM

Final Approval Date: 04/11/2014

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

March 31, 2014

Lumatec Lighting Services
C/O Victor T. Rios
PO Box 2225
McAllen, Texas 78502

Email: lumateclighting2000@yahoo.com

Re: C-13-014-04-09
"Roadway Light Fixtures and Maintenance for Hidalgo County Prcts. 1 & 3"

Dear Mr. Rios:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the last (1) year County's options to exercise an extension as provided in the current contract agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of April 15, 2014 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Tuesday, April 8, 2014, via facsimile to (956) 956-292-7612 or email to: cris.ayala@ec.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 4/1/14

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,

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

Client#: 53412 LUMATLIG

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/02/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Insurance Network of Texas<br>143 E Austin<br>Giddings, TX 78942<br>979 542-3666 | CONTACT NAME:<br>PHONE (A/C, No, Ext): 979 968-6494 FAX (A/C, No):<br>E-MAIL ADDRESS: |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : United Fire Lloyds — 43559 |
| INSURED<br>Victor T. Rios dba Lumatec Lighting<br>Service ; P.O. Box 2225<br>McAllen, TX 78502 | INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | | 60444569 | 03/29/2014 | 03/29/2015 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | 60444569 | 03/29/2014 | 03/29/2015 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Hidalgo County Purchasing Department<br>(Precinct No's 1 & 3)<br>2812 S. Business Hwy 281<br>Edinburg, TX 78540 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>R.J. Natsche |

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Client#: 9701 LUMALIG

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/02/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Willis of Texas, Inc.<br>1400 N McColl Rd Suite 105<br>P O Drawer 3785<br>McAllen, TX 78502 | CONTACT NAME:<br>PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956 687-1286<br>E-MAIL ADDRESS: |
| | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: Hartford Underwriters Ins Co — 30104 |
| INSURED<br>Lumatec Lighting Service<br>P O Box 2225<br>McAllen, TX 78502 | INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | CLAIMS-MADE OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 65WECZT4482 | 01/22/2014 | 04/11/2014 | X WC STATU-TORY LIMITS OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N: Y | N/A | | | | E.L. EACH ACCIDENT | $500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Roadway Light Fixtures Maintenance C-13-014-04-09

CERTIFICATE HOLDER

Hidalgo County Precinct 1 & 3
2812 S Business Hwy 281 New
Administration Bldg
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MIV

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

# SERVICE CONTRACT

## C-13-014-04-09

THIS CONTRACT is made and entered into this 9th day of April, 2013 by and between the County of Hidalgo, Texas ("County"), and **Victor T. Rios, a resident of Hidalgo County, d/b/a Lumatec Lighting Service,** a Texas Sole Proprietor ("Company").

WHEREAS, Company responded to request for bids for **"Roadway Light Fixtures and Maintenance (for Hidalgo County Precincts' Nos. 1 & 3), (**the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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

3. This Contract shall be for a period beginning **April 28, 2013** and ending **April 27,**

**2014** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

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

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

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

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

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

11. It is expressly agreed that this Contract and the performance by the parties

hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

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

If to County: **The County of Hidalgo**
**Attn: County Judge**
**302 W. University Drive**
**Edinburg, Texas 78539**

If to Company **Lumatec Lighting Service**
**Attn.: Victor T. Rios, Owner**
**PO Box 2225**
**McAllen, Texas 78502-2225**

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

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

17. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in

writing executed by the parties hereto, and not otherwise.

18. **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).

WITNESS our hands in duplicate originals this____ day of_____, 2013.

**COUNTY OF HIDALGO**

By: Ramon Garcia

Ramon Garcia, County Judge

Approved by Commissioners' Court on 4/9/13 RO

**ATTEST:** Arturo Guajardo Jr.

Arturo Guajardo, Jr. County Clerk

COMPANY: LUMATEC LIGHTING SERVICE

By: Victor L Rios

Printed Name: Victor L Rio's

Title: Owner

Approved by Commissioners Court on: 4-9-2013

**APPROVED AS TO FORM:**

**Atlas, Hall & Rodriguez, L.L.P.**

By: _____

# EXHIBIT "A"

# SPECIFICATIONS

## SCOPE OF WORK:

The County of Hidalgo is seeking vendor(s) for **"ROADWAY LIGHT FIXTURES AND MAINTENANCE"**, with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

## LOCATION: Pct 1

Awarded vendor will be required to **maintain** the continuous lighting system on US 83 within the limits from Sta. 663+00 (1400' West of Showers Road to Sta. 715+00 (300' West of Abram Road) Circuits A and B (24 poles, 48 lights) and on US 83 within the limits from Sta. 1994-00 (470' East of FM 493) to Sta. 2076+00 (300' West of Miles 6 ½ Rd.) Circuits E, F, and G (43 poles, 80 lights) and Sta. 2277+00 (130' East of FM 1015) to Sta. 2302+00 (2,630' East of FM 1015) Circuits S and T (13 Poles, 24 Lights) inside Hidalgo County Precinct No. 1.

Awarded vendor must **maintain** and operate the lighting system in an efficient and slightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary.

The County of Hidalgo will obtain approval of the State before making any major changes in the design and/or operation of the lighting system or before the removal of any part of the installation except for the purpose of replacing identical or accepted equivalent equipment.

## SPECIFICATIONS:

1. These specifications are intended to establish an agreement for the maintenance and electrical repairs of the **overhead lighting** system in Hidalgo County.

2. Maintenance hereunder refers to all maintenance necessary to keep facilities fully operating, properly functioning, with a minimum of 95% of the lights burning at all times for their normal expected useful life. Said maintenance shall include repairs and/or replacement of any component parts of the facilities as may be necessary.

3. Each highway lighting facility system was constructed or modified in essential accordance with plans approved by the Texas Department of Transportation.

4. The bid will be awarded on a per unit cost basis. There is no guarantee on annual volume and will be on an **"As Needed Basis Only"**.

5. Orders will be given to the Contractor, by telephone and/or confirmed in writing, by the County.

6. The following price schedule will be utilized throughout the agreement period to pay for services.

7. The Contractor shall start the required maintenance and/or normal repairs within forty-eight (48) hours after receiving notice by telephone, except that no routing work shall be performed after 3:00 p.m. on Fridays; or on Saturdays, Sundays, or Holidays, unless specifically requested to do so by the County.

8. The work area of maintenance operations performed from the roadway, including shoulders and lane closures shall be signed, marked and/or flagged by Contractor in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, current edition, as amended.

9. All materials incorporated in the work, to be accepted by the County, shall be new first-quality material installed in accordance with the manufacturer's instructions, or these specifications, whichever is more applicable. It is the intent of this specification to provide materials free from defects in workmanship and product.

10. The user department will notify the contractor when repair is needed. Contractor does not survey the poles periodically. Services will be on **"as needed basis".**

**CLARIFICATION**: Traffic control is to be included in all costs bid. The Texas Department of Transportation approval is required for lane closures. There shall be no lane closure during weekdays rush hour periods from 6.00 a.m. to 8:00 a.m., and 4:00 p.m. to 6.00 p.m.

**REQUIREMENTS:**

1. Each bidder shall list each piece of equipment, brand, size, model, age and vehicle condition to be used for lighting repairs for this agreement. Equipment shall be readily identifiable at Contractor's equipment, logo, etc.

2. All work and materials shall conform to the requirements and regulations of the National Electric Safety Code.

3. All electrical work performed under the agreement shall be under the supervision of a licensed electrician.

4. In the event the contractor fails to perform routine emergency lighting repairs in an "as built" and timely manner, the County may obtain services from a secondary vendor. In such event, Hidalgo County will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item or service.

5. The Contractor shall provide a written guarantee on workmanship and materials for a period of one (1) year after the date of acceptance by the County. Any defects observed within the one (1) year guarantee period shall be repaired and/or replaced to the City's satisfaction at no additional cost to the County.

**STANDARD TERMS & CONDITION:**

1. Term of contract is for one (1) year period with County's option to renew contract for an additional one (1) year under the same rates, terms and conditions.

2. 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.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.

6. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

8 Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

9. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action. In cases of discrepancy between unit price and extension, the unit price shall govern.

11. 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.

**Market Volatility and Unit Price Adjustments**:

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

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

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders

received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**Additional Information:**
All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday February 19, 2013 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. Friday February 22, 2013.**

## HIDALGO COUNTY Pct 1 (MID VALLEY)

| PROJECT (CSJ) | CIRCUIT NO. | NO. OF POLES | NO. OF LIGHTS |
|---|---|---|---|
| 0039-18-085 | D | 1 | 2 |
| 0039-18-085 | E | 16 | 28 |
| 0039-18-085 | F | 13 | 26 |
| 0039-18-085 | G | 14 | 26 |
| 0039-18-085 | S | 5 | 10 |
| 0039-18-085 | T | 8 | 14 |
| TOTAL | | 57 | 106 |

## HIDALGO COUNTY Pct 3 (PALMVIEW)

| PROJECT (CSJ) | CIRCUIT NO. | NO. OF POLES | NO. OF LIGHTS |
|---|---|---|---|
| 0039-17-134 | A | 12 | 24 |
| 0039-17-134 | B | 12 | 24 |
| TOTAL | | 24 | 48 |

# EXHIBIT "B"

# VENDOR'S BID

**EXHIBIT "B"**
**HIDALGO COUNTY (Precinct No's. 1 & 3)**
**"ROADWAY LIGHT FIXTURES AND MAINTENANCE"**
**RFB NO.: 2013-014-02-27-MEG**

**BIDDER/COMPANY NAME:** Lumatec Lighting Service

**ADDRESS:** P.O.Box 2225

**CITY/STATE/ZIP CODE:** M McAllen, TX 78502

**PHONE & FAX NO.'S:** 956-664-1854 / 956-664-9981

**CELL PHONE:** 956-605-1932

**AUTHORIZED SIGNATURE:** Victor T Rios

**PRINTED NAME:** Victor T. Rios

**TITLE:** Owner

**EMAIL:** lumateclighting2000@yahoo.com

OPENED
9:45
2-27-13
Witnessed

**EXHIBIT "B"**
**HIDALGO COUNTY (Precinct No's. 1 & 3)**
**"ROADWAY LIGHT FIXTURES AND MAINTENANCE"**
**RFB NO.: 2013-014-02-27-MEG**

# BID PAGE

**NIGP CODE: 285-05**

| Item | Qty. | Description | Unit Cost |
|---|---|---|---|
| 01. | 1 | Lane Closure | $5,000.00 |
| 02. | 1 | Remove and Replace Luminaries Fixtures | $425.00 |
| 03. | 1 | Replace Wire and Fuses | $460.00 |
| 04. | 1 | Remove and Replace Photo Cells | $95.00 |
| 05. | 1 | Remove and Replace Lamps | $125.00 |
| 06. | 1 | Remove and Replace Ballasts | $325.00 |
| | 1 | **See Attached Specifications for General Requirements** | |

**Reset up to 50' pole** (includes, but not limited to, resetting/replacement of: pole, mast arm, luminaries, with the reuse of existing concrete base and anchor bolts).

**TOTAL Labor, Materials, and Equipment per pole** $5,000.00

**Re-lamp poles** (Lighting standards up to 50 foot) includes work necessary to make light fixture function correctly.

**TOTAL Labor, Materials, and Equipment per pole** $150.00

**Trencher and Operator:** To include trenching and cable replacement per foot, proper backfill and compaction depth of 12" below grade.

**Common:** $ 2.50 **Per foot**

**Rocky:** $ 3.25 **Per foot**

OPENED 9:46 2-27-13 Witnessed

**EXHIBIT "B"**
**HIDALGO COUNTY (Precinct No's. 1 & 3)**
**"ROADWAY LIGHT FIXTURES AND MAINTENANCE"**
**RFB NO.: 2013-014-02-27-MEG**

COPY

## CONTINUATION - BID PAGE

The following are examples of additional work that may be required during the term of the agreement and will be performed on a Time and Materials basis:

**Inspect and replace electrical wiring as needed.**

Time and Material (T & M) rates will be used for work outside the scope of the specified groups and for exception or special circumstances when completing a specific group. All T & M requires approval by the County.

| Item | Summary of Labor and Equipment Classifications | Hourly Rates |
|---|---|---|
| a. | Foreman | $ 55.00 |
| b. | Electrician | $ 45.00 |
| c. | Operator | $ 40.00 |
| d. | Ground Men/ Labor | $ 17.50 |
| e. | 12 Ton 56" JLG Crane | $ 150.00 |
| f. | 4 Ton 46' Nat'l Crane with Bucket | $ 125.00 |
| g. | Altec AM 660 Bucket 40' | $ 125.00 |
| h. | Hi Ranger TDI 65 55' | $ 125.00 |
| i. | 30 HP 360 Case Trencher/ Backhoe | $ 125.00 |
| j. | 6010 Case Directional Drill up to 4" inch | $ ----- |
| k. | 6010 Case Directional Drill up to 8" inch | $ ----- |
| l. | Water Truck with Mud System | $ ----- |
| m. | Dump Truck | $ 75.00 |
| n. | 1 Ton Pick-up with Tools | $ 75.00 |
| o. | Generator | $ 125.00 |
| p. | Compressor | $ 100.00 |
| q. | Digger Derrick | $ 150.00 |
| r. | Vacuum Excavator | $ ----- |

OPENED
9:45
2-27-13
Witnessed

# EXHIBIT "C"

# INSURANCE REQUIREMENTS

Client#: 9701 LUMALIG

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Willis of Texas, Inc.<br>1400 N McColl Rd Suite 105<br>P O Drawer 3785<br>McAllen, TX 78502 | PHONE (A/C, No, Ext): 956 682-9423 | FAX (A/C, No): 956 687-1286 |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Nautilus Insurance Company | 17370 |
| INSURER B : Hartford Underwriters Ins Co | 30104 |
| INSURER C : Travelers Property Casualty | 31194 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Lumatec Lighting Service
P O Box 2225
McAllen, TX 78502

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | | NN327155 | 03/29/2013 | 03/29/2014 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $5,000 |
| | X BI/PD Ded:500 | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| C | AUTOMOBILE LIABILITY | | | BA5943B49713 | 01/20/2013 | 01/20/2014 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS X SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | 65WECZT4482 | 01/22/2013 | 01/22/2014 | X WC STATU-TORY LIMITS OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y | N / A | | | | | E.L. EACH ACCIDENT | $500,000 |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

1999 Ford Truck #3FEXF8014XMA13479
1990 Chevrolet Bucket #1GBL7H1J1LJ201133
1989 Ford Digger #1FDXR82A5KVA08508
2000 Ford F3500 #3FDWF36F1YMA26262
2008 Ford F150 #1FTRF12278KF05897

**CERTIFICATE HOLDER**

Hidalgo County Precinct 1 & 3
2812 S Business Hwy 281
New Administration Bldg
Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian E. Lewis

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**Zimbra** **cris.ayala@co.hidalgo.tx.us**

## Fwd: Contract for Roadway Fixtures and Equipment

**From :** Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Apr 02, 2013 03:49 PM
**Subject :** Fwd: Contract for Roadway Fixtures and Equipment
**To :** Cris Ayala <cris.ayala@co.hidalgo.tx.us>, Elena Gomez <elena.gomez@co.hidalgo.tx.us>

---

**From:** "Steve Crain" <scrain@atlashall.com>
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Sent:** Thursday, March 28, 2013 11:23:09 AM
**Subject:** RE: Contract for Roadway Fixtures and Equipment

This insurance certificate is fine.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Thursday, March 28, 2013 10:43 AM
**To:** Steve Crain
**Cc:** Cris Ayala; Elena Gomez
**Subject:** Fwd: Contract for Roadway Fixtures and Equipment

Mr. Crain:
Read below and 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>
**Cc:** "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
**Sent:** Thursday, March 28, 2013 10:37:43 AM
**Subject:** Fwd: Contract for Roadway Fixtures and Equipment

Ms. Marty,
Attached is the new insurance certificate including the schedule of autos in reference to the contract with Lumatec. Please forward to legal for review.

Thank you,
Cris

---

**From:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**To:** "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>

| | |
|---|---|
| **From:** | Martha Salazar |
| **To:** | "Cris Villarreal" |
| **Subject:** | FW: Draft Contract for Roadway Light Fixtures and Maintenance |
| **Date:** | Thursday, January 24, 2013 11:52:14 AM |

---

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Thursday, January 24, 2013 8:43 AM
**To:** 'Martha Salazar'
**Subject:** RE: Draft Contract for Roadway Light Fixtures and Maintenance

The contract is fine.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, January 23, 2013 5:12 PM
**To:** 'Steve Crain'
**Cc:** 'Cris Villarreal'
**Subject:** FW: Draft Contract for Roadway Light Fixtures and Maintenance
**Importance:** High

Correction complete. Please review and comment as to form.
Marty

---

**From:** Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
**Sent:** Wednesday, January 23, 2013 4:55 PM
**To:** martha.salazar@co.hidalgo.tx.us
**Subject:** FW: Draft Contract for Roadway Light Fixtures and Maintenance
**Importance:** High

Ms. Marty,

I have revised the document as requested. Please have legal review.

Thank you,
Cris

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, January 23, 2013 4:24 PM
**To:** 'Cris Villarreal'; 'Elena Gomez'
**Subject:** FW: Draft Contract for Roadway Light Fixtures and Maintenance
**Importance:** High

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**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Wednesday, January 23, 2013 3:44 PM
**To:** 'Martha Salazar'
**Subject:** RE: Draft Contract for Roadway Light Fixtures and Maintenance

c) Selection and engagement of an architect for the construction of additional pods

3. AI-37636 Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct 1 & 3 -Roadway Light Fixtures & Maintenance- RFB No. 2013-014-02-27-MEG.

APPROVED as amended

4. AI-38043 Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County-"Hot Mix Cold Laid Road Material" through project No.: 2013-012-02-20-13-SGS.

5. AI-38041 Presentation of multiple bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contracts for: Hidalgo County-"Type D Hot Mix Asphalt (Gravel & Limestone)" through Bid No.: 2013-011-02-20-SGS.

6. AI-38058 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional architectural service providers for Schematic Design Phase for a New Hidalgo County Courthouse Facility;

| | Alcocer Garcia | Gignac & Assoc., LLP | ERO Architects | Dannenbaum Engineering Company |
|---|---|---|---|---|
| Evaluator 1 | 87 | 92 | 99 | 89 |
| Evaluator 2 | 78 | 93 | 97 | 86 |
| Evaluator 3 | 77 | 90 | 97 | 82 |
| Evaluator 4 | 78 | 93 | 98 | 86 |
| Evaluator 5 | 79 | 88 | 99 | 92 |
| TOTAL AVERAGES | 79.80 | 91.20 | 98 | 87 |
| Ranking | 4 | 2 | 1 | 3 |

c. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No. 1 ranked firm of ERO for: the provision of professional architectural services Schematic Design Phase for a New Hidalgo County Courthouse Facility.

7. AI-37922 a. Acceeptance and approval of an Interlocal Cooperation Agreement between Denton County, Texas and Hidalgo County, Texas for the purposes of Denton County to transfer two (2) surplus ballot cabinets to Hidalgo County in accordance with Texas Local Government Code §263.152; and

**Zimbra** **cris.ayala@co.hidalgo.tx.us**

# Re: Contract for Roadway Light Fixtures

**From :** Norma Ceballos <norma.ceballos@co.hidalgo.tx.us> Wed, Apr 02, 2014 11:10 AM

**Subject :** Re: Contract for Roadway Light Fixtures

**To :** Cris Ayala <cris.ayala@co.hidalgo.tx.us>

Cris,

Precinct #3 would like to continue with the final extension.

4-1315-431-00-123-030-0-841

Thanks.

---

**From:** "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>

**To:** "raul lozano" <raul.lozano@co.hidalgo.tx.us>, "Mingo Villarreal" <mingo.villarreal@co.hidalgo.tx.us>

**Cc:** "Katia Garcia" <katia.garcia@co.hidalgo.tx.us>, "Marcie Jackson" <marcie.jackson@co.hidalgo.tx.us>, "norma ceballos" <norma.ceballos@co.hidalgo.tx.us>

**Sent:** Tuesday, April 1, 2014 2:37:12 PM

**Subject:** Contract for Roadway Light Fixtures

Hello,
Just want to advise you that the current contract with Lumatec Lighting Service will come to expire on April 27, 2014. Please advise if you would like to continue these services so as to get approval of the final year extension by Commissioners Court for meeting of April 15, 2014. I will also need your budget information. (req. or PO number, if available).

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

---

**AI-43966** **Purchasing Department 8. H.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted For: Hon. J.E. Guerra, HC-Sheriff Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval of **Supplemental Agreement No. 1 to Work Authorization No. 1** submitted by **HALFF ASSOCIATES, INC.,** in the **(amount of $ 3,535.00, with revised total cost amount $ 50,535.00)** for the purposes of "engineering services" on the on-going Project: Electrical, Mechanical, and Structural Engineering design for Modifications to incorporate **Motorola and 911 Equipment at the Hidalgo County Sheriff's Office**, in connection to agreement# C-13-044-03-20 for the purposes of: "Building Repairs, Renovations and/or Alterations to County Owned Buildings" located within Precinct No. 4 (on an as needed basis).

BACKGROUND

SA1 to WA1-Halff Assoc Inc (911 Project) at Sheriff's Office

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-280-001-0-431

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

BUDGETARY IMPACT:

Funds available as of 4/11/14.

Attachments

SA1 to WA1-Halff Assoc - (911 Project) HCSO

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/09/2014 06:40 PM |
| Budget & Management | Debbie Tamez | 04/10/2014 11:38 AM |
| Glinda Pacheco | Glinda Pacheco | 04/11/2014 02:17 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Letty Saenz Started On: 04/07/2014 09:33 AM

Final Approval Date: 04/11/2014

# EXHIBIT "F"

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

## SUPPLEMENTAL AGREEMENT No. 1 to WORK AUTHORIZATION No. 1

C-13-044-03-20

***THIS SUPPLEMENTAL AGREEMENT*** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between HIDALGO COUNTY, acting herein by and through the Commissioner's Court, hereinafter called the "Owner", and Halff Associate, Inc., Professional Engineers of, McAllen, Texas, hereinafter called the "Engineer".

***WITNESSETH***

***WHEREAS,*** the Owner and the Engineer executed the Agreement on the 09th day of July, 2013 and *Work Authorization No. 1* on the *09th day* of *July, 2013*, concerning Engineering for A/E Electrical, Mechanical, and Structural Engineering for Modifications to incorporate Motorola and 911 equipment at Hidalgo County Sherriff's Office. (hereinafter referred to as the "Project"); and,

***WHEREAS,*** Article 2.1 of the Agreement, Scopes of Work and Part I. of ***Work Authorization No. 1***, Scopes of Work establishes the Scopes of Work for ***Work Authorization No. 1***; and,

***WHEREAS,*** it has become necessary to amend the contract to provide **Additional Services for Additional Engineering Services due to the following work needed provide to plan changes in Automatic Transfer Switch and Fire Alarm System.**

**(1) Fire Alarm Panel Relocation Changed to remote Annunciator.**
**(2) Automatic Transfer switch change.**

**Additional Fee $3,535.00**

*NOW THEREFORE*, premises considered, the **Owner** and the **Engineer** agree that said *Work Authorization No. 1* of the Agreement is amended as follows:

I. Part I. of Work Authorization No. 1; Scopes of Work is revised to provide Additional Services for Additional Engineering Services due to the following work needed provide to plan changes in Automatic Transfer Switch and Fire Alarm System.

(1) Fire Alarm Panel Relocation Changed to remote Annunciator.
(2) Automatic Transfer switch change.

Additional Fee $3,535.00

II. Part 2. of Work Authorization No. 1; Estimated Cost is to be paid as a lump sum based on Contract Rates established in Exhibit "D" of the Agreement. Refer to main agreement, Article 9, Additional Services.

**NOW THEREFORE**, Work Authorization No. 1is increased by $3,535.00 to a revised total of $ 50,535.00

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the 19 day of March, 20 14.

**THE ENGINEER:**
HALFF ASSOCIATES, INC.

BY: _____
Menton J. Murray, III, PE, LEED AP/ Vice President

**THE OWNER:**
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
- Exhibit "D" Lump Sum Cost Proposal
- Exhibit "C" Work Schedule

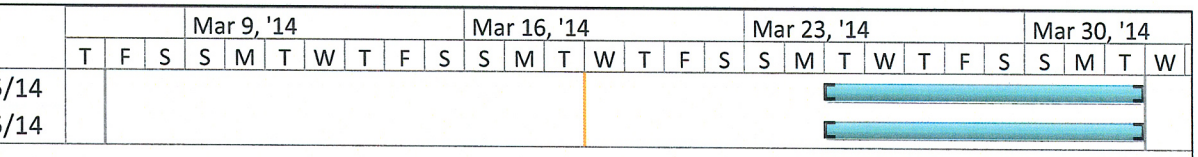
# EXHIBIT C
## -Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

| ID | Task Name | Start |
|---|---|---|
| 1 | Fire Alarm Revision | Tue 3/25/14 |
| 2 | Auto Transfer Switch Changes | Tue 3/25/14 |




Project: Add serv Work Schedule
Date: Wed 3/19/14

| | | | | | |
|---|---|---|---|---|---|
| Task | | External Milestone | | Manual Summary Rollup | |
| Split | | Inactive Task | | Manual Summary | |
| Milestone | | Inactive Milestone | | Start-only | |
| Summary | | Inactive Summary | | Finish-only | |
| Project Summary | | Manual Task | | Deadline | |
| External Tasks | | Duration-only | | Progress | |

# EXHIBIT D

## -Engineer's Contract Rates

**Provide Electrical, Mechanical, and Structural Engineering design for Modifications to incorporate Motorola and 911 equipment at Hidalgo County Sherriff's Office.**

| | |
|---|---|
| **Phase 1 Engineering for Motorola and 911 Equipment** | |
| • Electrical Engineering Design | $14,530.00 |
| • Mechanical Engineering | $ 8,240.00 |
| **Phase 2 Engineering Modifications for COPS Requirement** | |
| • Electrical & Mechanical Engineering | $11,310.00 |
| • Structural Engineering | $ 2,395.00 |
| • Bid Phase Services | $ 3,660.00 |
| • Construction Phase Services | $ 6,865.00 |
| Total Fee (as listed) | $47,000.00 |

**Additional Engineering Services:**

| | |
|---|---|
| (1) Fire Alarm Panel Relocation Changed to remote Annunciator | $2,035.00 |
| (2) Automatic Transfer witch change | $1,500.00 |
| Additional Service Fee | $3,535.00 |
| Total Fee | $50,535.00 |

**Additional Services- Fee Schedule Communication System Hidalgo County Sheriffs**

**HIDALGO COUNTY 2013 On-Call Contract No: C13-044-0320**

| | Project Manager | PE | EIT | Designer | Const. Admin | CAD Tech | Clerical | 2-Man Survey Crew | Sub-Consultant | TOTAL (HOURS) | TOTAL ($) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Contracted Rate:** | $180 | $145 | $100 | $70 | $75 | $50 | $50 | $135 | | | |
| **Additional Engineering Service** | | | | | | | | | | | |
| **Task / Scope** | | | | | | | | | | | |
| **Fire Alarm Panel Relocation Changed to remote Annunciator** | | | | | | | | | | 0 | $0 |
| Evaluation of Code Article 760 of NFPA 70 -National Electrical Code | 2 | | | | | | 3 | | | 5 | $510 |
| Field visit to confirm location | 3 | | | | | | 0.5 | | | 3.5 | $565 |
| Review submittals | 1 | | | 2 | | | 1 | | | 4 | $370 |
| Revise Drawings | 1 | | | | | | 1 | | | 2 | $230 |
| Issue Change Order | 2 | | | | | | | | | 2 | $360 |
| | **9** | **0** | **0** | **2** | **0** | **0** | **5.5** | **0** | **$0** | 16.5 | |
| **Automatic Transfer switch change** | | | | | | | | | | 0 | $0 |
| Re-use exiting ATS | | | | | | | | | | 0 | $0 |
| Evaluation Article 708 of NFPA 70 -National Electical Code | 2 | | | | | | | | | 2 | $360 |
| Revise sequence of transition to maintain continuity of operation | 3 | | | 2 | | | | | | 5 | $680 |
| Field visit | 2 | | | | | | | | | 2 | $360 |
| Report | | | | | | | 2 | | | 2 | $100 |
| | **7** | **0** | **0** | **2** | **0** | **0** | **2** | **0** | **$0** | 11 | |
| | | | | | | | | | | 0 | $0 |
| **Additional Engineering Services (Hours)** | **16** | **0** | **0** | **4** | **0** | **0** | **7.5** | **0** | **0** | **55** | $3,535 |
| **Additional Engineering Services Sub-Total ($)** | **$2,880** | **$0** | **$0** | **$280** | **$0** | **$0** | **$375** | **$0** | **$0** | | **$3,535** |
| | | | | | | | | | | | |
| **TOTAL HOURS (PRIME CONSULTANT)** | **16** | **0** | **0** | **4** | **0** | **0** | **7.5** | **0** | **0** | **55** | |
| | | | | | | | | | | | |
| **Contracted Rate** | $180 | $145 | $100 | $70 | $75 | $50 | $50 | $135 | | | |
| | | | | | | | | | | | |
| **TOTAL LABOR COSTS** | **$2,880** | **$0** | **$0** | **$280** | **$0** | **$0** | **$375** | **$0** | **$0** | | **$3,535** |

**AI-43907** **Purchasing Department 8. I.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted For: Comm. Joe Flores, Pct. #3 Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

Acceptance & approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:

1. Invoice No. 11324774- $24,031.25 for "FM 494-Shary Road Project";
2. Invoice No. 11324777- $41,410.00 for "Mile 3";
3. Invoice No. 11324779- $ 459.55 for "Tom Gill/Liberty Rd Project";
4. Invoice No. 11324782- $96,117.00 for "Liberty Road Project";
5. Invoice No. 11324788- $ 4,346.00 for "La Homa ROW";
6. Invoice No. 11324790- $16,200.00 for "Mile 2 North-Inspiration to Moorefield Rd";
7. Invoice No. 11324791- $10,798.60 for "Mile 2-Moorfield Rd West to SH364"

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1312-431-00-123-100-0-841

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

BUDGETARY IMPACT:

PO 683229-Tom Gill/Liberty Rd

FISCAL YEAR: 2014 ACCT. #: 4-1303-431-00-123-051-0-841

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

BUDGETARY IMPACT:

PO 700622-Mile 3

FISCAL YEAR: 2014 ACCT. #: 4-1303-431-00-123-105-0-841

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

BUDGETARY IMPACT:

PO 702309 -FM494- Shary Road Project

FISCAL YEAR: 2014 ACCT. #: 4-1342-431-00-123-045-0-841

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

BUDGETARY IMPACT:

PO 671613-La Homa

FISCAL YEAR: 2014 ACCT. #: 4-1342-431-00-123-094-0-731

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

BUDGETARY IMPACT:

PO 663265-Mile 2

FISCAL YEAR: 2014 ACCT. #: 4-1342-431-00-123-099-0-841

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

BUDGETARY IMPACT:

PO 672761-Mile 2 N. Inspiration to Moorefield Rd

FISCAL YEAR: 2014 ACCT. #: 4-1203-431-00-123-100-0-841

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

BUDGETARY IMPACT:

PO 700240-Liberty Rd Project

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Attachments

L&G Engineering

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/09/2014 06:34 PM |
| Budget & Management | Debbie Tamez | 04/10/2014 10:27 AM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Rocio Villarreal Started On: 04/02/2014 03:06 PM

Final Approval Date: 04/11/2014

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

**INVOICE #:** 11324779
**INVOICE DATE:** 03/31/14

SIGN: _____
REQ# 224683
PO# 683229

**BILL TO:** 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

**JOB:** 120801
Tom Gill/Liberty Road Project
WA#1 - P.O.# 683229
C-12-246-10-16

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of March 2014. | | | | | | |
| 11005-Pre Comp Util | 32,232.54 | 32,232.54 | | 32,232.54 | 100.0 | |
| 11006-Design Schem | 263,416.43 | 263,416.43 | | 263,416.43 | 100.0 | |
| 11007-Prelim ROW | 27,568.65 | 27,568.65 | | 27,568.65 | 100.0 | |
| 12001-EA Reports | 95,024.83 | 71,268.62 | | 71,268.62 | 75.0 | 23,756.21 |
| 12002-Pub Involvment | 37,579.61 | 37,579.61 | | 37,579.61 | 100.0 | |
| 12008-Engr/Pub Mtgs | 20,005.84 | 20,005.84 | | 20,005.84 | 100.0 | |
| 12009-Engr/Pub Hear | 12,593.28 | 6,296.64 | | 6,296.64 | 50.0 | 6,296.64 |
| 12070-Arch & Hist | 41,780.40 | 41,320.85 | 459.55 | 41,780.40 | 100.0 | |
| 16101-Hydro Map | 37,568.78 | 37,568.78 | | 37,568.78 | 100.0 | |
| TOTALS: | 567,770.36 | 537,257.96 | 459.55 | 537,717.51 | 94.7 | 30,052.85 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 567,770.36 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 567,770.36 |
| TOTAL COMPLETED TO DATE | $ | 537,717.51 |
| LESS PREVIOUS INVOICES | $ | 537,257.96 |
| CURRENT PAYMENT DUE | $ | 459.55 |

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 4/2/14
GOODS/SERVICES RECEIVED BY
_____ ON 3/31/14

11-1342-431-00-123-100-0-841

338

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

**INVOICE #:** 11324777
**INVOICE DATE:** 03/31/14

SIGN: _____
REQ# 246010
PO# 700622

**BILL TO:** 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

**JOB:** 131001
Mile 3 WA#1
WA#1 P.O.#700622
C-13-305-10-07

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of March 2014. | | | | | | |
| 11005-Prel Const. | 70,000.00 | 24,500.00 | 3,500.00 | 28,000.00 | 40.0 | 42,000.00 |
| 11006-Design Schem | 309,600.00 | 108,360.00 | 15,480.00 | 123,840.00 | 40.0 | 185,760.00 |
| 11007-Prl ROW Ownrsh | 40,000.00 | 14,000.00 | 2,000.00 | 16,000.00 | 40.0 | 24,000.00 |
| 12001-EA Reports | 160,000.00 | 27,200.00 | 4,800.00 | 32,000.00 | 20.0 | 128,000.00 |
| 12002-P.Inv Mtg/Hear | 79,200.00 | 19,800.00 | 11,880.00 | 31,680.00 | 40.0 | 47,520.00 |
| 12007-Arch & Hist | 32,027.60 | | | | 0.0 | 32,027.60 |
| 12008-Pub Mtgs/Hear | 54,000.00 | 5,400.00 | | 5,400.00 | 10.0 | 48,600.00 |
| 12070-Arch&Hist/SUB | 32,972.40 | | | | 0.0 | 32,972.40 |
| 16101-Hydro Map | 45,000.00 | 15,750.00 | 2,250.00 | 18,000.00 | 40.0 | 27,000.00 |
| 16401-Coor w/Tx/FHWA | 30,000.00 | 10,500.00 | 1,500.00 | 12,000.00 | 40.0 | 18,000.00 |
| 33001-Geotech Testin | 20,000.00 | | | | 0.0 | 20,000.00 |
| TOTALS: | 872,800.00 | 225,510.00 | 41,410.00 | 266,920.00 | 30.6 | 605,880.00 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 872,800.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 872,800.00 |
| TOTAL COMPLETED TO DATE | $ | 266,920.00 |
| LESS PREVIOUS INVOICES | $ | 225,510.00 |
| CURRENT PAYMENT DUE | $ | 41,410.00 |

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 4/2/14
GOODS/SERVICES RECEIVED BY
Cesar Flores ON 3/3/14

4-1303-431-w-23.051-0-841

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

**INVOICE #:** 11324774
**INVOICE DATE:** 03/31/14

SIGN: _____
REQ# 248318
PO# 702309

**BILL TO:** 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

**JOB:** 131201
FM494 - Shary Road Project
WA#1 - P.O.#702309

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of March 2014. | | | | | | |
| 11005-Prl Comp. Util | 18,000.00 | 5,400.00 | 1,800.00 | 7,200.00 | 40.0 | 10,800.00 |
| 11006-Design Schem | 293,625.00 | 88,087.50 | 14,681.25 | 102,768.75 | 35.0 | 190,856.25 |
| 11007-Upd Sch TxDt C | 30,000.00 | | | | 0.0 | 30,000.00 |
| 11008- Eng Tech Supp | 24,000.00 | 2,400.00 | | 2,400.00 | 10.0 | 21,600.00 |
| 11009-Eng Sch/Pub He | 12,000.00 | | | | 0.0 | 12,000.00 |
| 12001-EA Reports | 95,000.00 | 14,250.00 | | 14,250.00 | 15.0 | 80,750.00 |
| 12002-Pub Invmt/Mtg | 25,000.00 | 5,000.00 | 1,250.00 | 6,250.00 | 25.0 | 18,750.00 |
| 12003-Pub Invmt/Hear | 25,000.00 | | | | 0.0 | 25,000.00 |
| 12080-Arch & Hist | 30,000.00 | | | | 0.0 | 30,000.00 |
| 13001-Owner Data/Sch | 21,000.00 | 6,300.00 | 2,100.00 | 8,400.00 | 40.0 | 12,600.00 |
| 15001-Field Srvy | 4,949.00 | | | | 0.0 | 4,949.00 |
| 15010-Field Srvy/Sub | 107,851.00 | | | | 0.0 | 107,851.00 |
| 16101-Hydro Map | 42,000.00 | 12,600.00 | 4,200.00 | 16,800.00 | 40.0 | 25,200.00 |
| TOTALS: | 728,425.00 | 134,037.50 | 24,031.25 | 158,068.75 | 21.7 | 570,356.25 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 728,425.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 728,425.00 |
| TOTAL COMPLETED TO DATE | $ | 158,068.75 |
| LESS PREVIOUS INVOICES | $ | 134,037.50 |
| CURRENT PAYMENT DUE | $ | 24,031.25 |

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
NW ON 4/2/14
GOODS/SERVICES RECEIVED BY
Gina Flores ON 3/31/14
4-1303-431-00-123-105-0-841

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

**INVOICE #:** 11324788
**INVOICE DATE:** 03/31/14

SIGN: _____
REQ# 81011
PO# 671613

**BILL TO:** 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

**JOB:** 120101
La Homa ROW - WA#1
Limits: SH495 to FM 1924
PO#671613

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of March 2014. | | | | | | |
| 32001-Const Mgmt | 108,000.00 | | | | 0.0 | 108,000.00 |
| 60000-Row Acq. Admin | 329,000.00 | 329,000.00 | | 329,000.00 | 100.0 | |
| 60100-Title Services | 42,000.00 | 42,000.00 | | 42,000.00 | 100.0 | |
| 60200-Appraisal Srv | 49,000.00 | 49,000.00 | | 49,000.00 | 100.0 | |
| 60220-Appraisal Srv | 140,000.00 | 140,000.00 | | 140,000.00 | 100.0 | |
| 60300-Appraisal Rvw | 24,500.00 | 24,500.00 | | 24,500.00 | 100.0 | |
| 60330-Appraisal Rev | 31,500.00 | 31,500.00 | | 31,500.00 | 100.0 | |
| 60400-Parcel Negtion | 245,000.00 | 221,200.00 | 3,710.00 | 224,910.00 | 91.8 | 20,090.00 |
| 60500-Clsng Srvs Fee | 14,000.00 | 8,198.00 | 636.00 | 8,834.00 | 63.1 | 5,166.00 |
| TOTALS: | 983,000.00 | 845,398.00 | 4,346.00 | 849,744.00 | 86.4 | 133,256.00 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 983,000.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 983,000.00 |
| TOTAL COMPLETED TO DATE | $ | 849,744.00 |
| LESS PREVIOUS INVOICES | $ | 845,398.00 |
| CURRENT PAYMENT DUE | $ | 4,346.00 |

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 4/2/14
GOODS/SERVICES RECEIVED BY
_____ ON 3/31/14

4-1342-431-08-123-045-0-841

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

**INVOICE #:** 11324791
**INVOICE DATE:** 03/31/14

SIGN:
PO# 200883
PO# 663265

**BILL TO:** 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

**JOB:** 110501
Mile 2 WA#1
Moorfield Rd West to SH364
P.O.#663265

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of March 2014. | | | | | | |
| 13002-ROW Mapping | 14,200.00 | 14,200.00 | | 14,200.00 | 100.0 | |
| 13003-Utility Adjust | 45,878.34 | 43,584.42 | | 43,584.42 | 95.0 | 2,293.92 |
| 13020-ROW Map/Sub | 27,000.00 | 27,000.00 | | 27,000.00 | 100.0 | |
| 15001-Rdwy Dsgn Srvy | 21,600.00 | 21,600.00 | | 21,600.00 | 100.0 | |
| 15005-Outfall Survey | 15,000.00 | 15,000.00 | | 15,000.00 | 100.0 | |
| 15010-Field Srvy/Sub | 15,300.00 | 15,300.00 | | 15,300.00 | 100.0 | |
| 16001-Rdwy Dsg-PS&E | 73,500.00 | 69,825.00 | | 69,825.00 | 95.0 | 3,675.00 |
| 16101-Hydro Map | 30,000.00 | 28,500.00 | | 28,500.00 | 95.0 | 1,500.00 |
| 16201-Signing | 11,329.30 | 10,762.84 | | 10,762.84 | 95.0 | 566.46 |
| 16202-Pavement Mrkng | 6,323.80 | 6,007.61 | | 6,007.61 | 95.0 | 316.19 |
| 16250-Signal Dsg/Sub | 12,974.89 | 11,028.66 | | 11,028.66 | 85.0 | 1,946.23 |
| 16304-Irrig Design | 15,000.00 | 14,250.00 | | 14,250.00 | 95.0 | 750.00 |
| 32002-Const Mgmt | 72,000.00 | | | | 0.0 | 72,000.00 |
| 60000-Row Acq. Admin | 58,500.00 | 52,650.00 | | 52,650.00 | 90.0 | 5,850.00 |
| 60100-Title Services | 5,400.00 | | 5,400.00 | 5,400.00 | 100.0 | |
| 60200-Appraisal Srv | 6,300.00 | | 1,398.60 | 1,398.60 | 22.2 | 4,901.40 |
| 60220-Appraisal/Sub | 18,000.00 | | 4,000.00 | 4,000.00 | 22.2 | 14,000.00 |
| 60300-Appraisal Rvw | 3,150.00 | | | | 0.0 | 3,150.00 |
| 60330-Appr. Rev/Sub | 4,050.00 | | | | 0.0 | 4,050.00 |
| 60400-Parcel Negtion | 32,400.00 | | | | 0.0 | 32,400.00 |
| 60500-Clsng Srvs Fee | 2,700.00 | | | | 0.0 | 2,700.00 |
| TOTALS: | 490,606.33 | 329,708.53 | 10,798.60 | 340,507.13 | 69.4 | 150,099.20 |
| 13002-ROW Mapping | 2,095.00 | 2,095.00 | | 2,095.00 | 100.0 | |
| 13020-ROW Map/Sub | 6,000.00 | 6,000.00 | | 6,000.00 | 100.0 | |
| 16307-Utilities | 19,097.90 | 18,143.01 | | 18,143.01 | 95.0 | 954.89 |
| 60000-Row Acq. Admin | 5,778.00 | | | | 0.0 | 5,778.00 |
| 60100-Title Services | 1,200.00 | | | | 0.0 | 1,200.00 |
| 60200-Appraisal/Sub | 1,400.00 | | | | 0.0 | 1,400.00 |
| 60220-Appr. Serv/Sub | 4,000.00 | | | | 0.0 | 4,000.00 |
| 60300-Appraial Rvw | 700.00 | | | | 0.0 | 700.00 |
| 60330-Appr. Rev/Sub | 900.00 | | | | 0.0 | 900.00 |
| 60400-Parcel Negtion | 13,000.00 | | | | 0.0 | 13,000.00 |
| 60500-Closing Serv | 600.00 | | | | 0.0 | 600.00 |

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

**INVOICE #:** 11324791
**INVOICE DATE:** 03/31/14


**BILL TO:** 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

**JOB:** 110501
Mile 2 WA#1
Moorfield Rd West to SH364
P.O.#663265

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| TOTALS: | 545,377.23 | 355,946.54 | 10,798.60 | 366,745.14 | 69.4 | 178,632.09 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 490,606.33 |
| CHANGE BY CHANGE ORDER | $ | 54,770.90 |
| CONTRACT SUM TO DATE | $ | 545,377.23 |
| TOTAL COMPLETED TO DATE | $ | 366,745.14 |
| LESS PREVIOUS INVOICES | $ | 355,946.54 |
| CURRENT PAYMENT DUE | $ | 10,798.60 |

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 4/2/14
GOODS/SERVICES RECEIVED BY
_____ ON 3/31/14

4-1342-431-10-423-094-0-731

11324791

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

**INVOICE #:** 11324790
**INVOICE DATE:** 03/31/14

SIGN:
REQ# 212312
PO# 672761

**BILL TO:** 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

**JOB:** 120102
Mile 2 N. WA#2
Inspiration to Moorefield Rd
PO#672761

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of March 2014. | | | | | | |
| 13002-ROW Mapping | 27,500.00 | 27,500.00 | | 27,500.00 | 100.0 | |
| 13003-Utility Adjust | 57,700.00 | 54,815.00 | | 54,815.00 | 95.0 | 2,885.00 |
| 13020-ROW Map/Sub | 18,000.00 | 18,000.00 | | 18,000.00 | 100.0 | |
| 15001-Rdwy Dsgn Srvy | 6,700.00 | 6,700.00 | | 6,700.00 | 100.0 | |
| 15005-Outfall Survey | 15,000.00 | 15,000.00 | | 15,000.00 | 100.0 | |
| 15010-Rdwy Dsgn/Sub | 9,700.00 | 9,700.00 | | 9,700.00 | 100.0 | |
| 16001-Rdwy Dsg-PS&E | 40,000.00 | 38,000.00 | | 38,000.00 | 95.0 | 2,000.00 |
| 16102-Hydro Design | 24,467.42 | 23,244.05 | | 23,244.05 | 95.0 | 1,223.37 |
| 16201-Signing | 17,645.01 | 16,762.76 | | 16,762.76 | 95.0 | 882.25 |
| 16202-Pavement Mrkng | 14,344.06 | 13,626.86 | | 13,626.86 | 95.0 | 717.20 |
| 16205-Signal Design | 10,000.00 | 8,500.00 | | 8,500.00 | 85.0 | 1,500.00 |
| 16270-Flsh Beacn/Sub | 6,487.45 | 5,514.33 | | 5,514.33 | 85.0 | 973.12 |
| 16304-Irrig Design | 25,000.00 | 23,750.00 | | 23,750.00 | 95.0 | 1,250.00 |
| 60000-Row Acq. Admin | 29,592.00 | 29,592.00 | | 29,592.00 | 100.0 | |
| 60100-Title Services | 3,600.00 | 3,600.00 | | 3,600.00 | 100.0 | |
| 60200-Appraisal Srv | 4,200.00 | | 4,200.00 | 4,200.00 | 100.0 | |
| 60220-Appraisal/Sub | 12,000.00 | | 12,000.00 | 12,000.00 | 100.0 | |
| 60300-Appraisal Rvw | 2,100.00 | | | | 0.0 | 2,100.00 |
| 60302 Aprasal Update | 408.00 | | | | 0.0 | 408.00 |
| 60330-Appr. Rev/Sub | 2,700.00 | | | | 0.0 | 2,700.00 |
| 60400-Parcel Negtion | 21,000.00 | | | | 0.0 | 21,000.00 |
| 60500-Clsng Srvs Fee | 1,200.00 | | | | 0.0 | 1,200.00 |
| TOTALS: | 349,343.94 | 294,305.00 | 16,200.00 | 310,505.00 | 88.9 | 38,838.94 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 349,343.94 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 349,343.94 |
| TOTAL COMPLETED TO DATE | $ | 310,505.00 |
| LESS PREVIOUS INVOICES | $ | 294,305.00 |
| CURRENT PAYMENT DUE | $ | 16,200.00 |

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 4/2/14
GOODS/SERVICES RECEIVED BY
_____ ON 3/3/14

4-1342-431-00-123-099-0-941

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

**INVOICE #:** 11324782
**INVOICE DATE:** 03/31/14

SIGN: _____
REQ# 245659
PO# 700240

**BILL TO:** 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

**JOB:** 120802
Liberty Road Project
WA#2 - PO #700240
C-12-246-10-16

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of March 2014. | | | | | | |
| 13002-ROW Mapping | 25,200.00 | 7,560.00 | | 7,560.00 | 30.0 | 17,640.00 |
| 13020-ROW Map/Sub | 134,400.00 | 73,920.00 | | 73,920.00 | 55.0 | 60,480.00 |
| 15001-Field Survey | 68,560.00 | 34,280.00 | 27,424.00 | 61,704.00 | 90.0 | 6,856.00 |
| 15010-Field Srvy/Sub | 113,840.00 | 89,445.00 | 18,703.00 | 108,148.00 | 95.0 | 5,692.00 |
| 16001-Geometric Degn | 765,800.00 | 344,610.00 | 38,290.00 | 382,900.00 | 50.0 | 382,900.00 |
| 16006-Plans to TxDot | 135,000.00 | 54,000.00 | 6,750.00 | 60,750.00 | 45.0 | 74,250.00 |
| 16107-Drnage Dsgn Rd | 54,000.00 | 24,300.00 | 2,700.00 | 27,000.00 | 50.0 | 27,000.00 |
| 16308-Permited Utili | 45,000.00 | 20,250.00 | 2,250.00 | 22,500.00 | 50.0 | 22,500.00 |
| TOTALS: | 1,341,800.00 | 648,365.00 | 96,117.00 | 744,482.00 | 55.5 | 597,318.00 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 1,341,800.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 1,341,800.00 |
| TOTAL COMPLETED TO DATE | $ | 744,482.00 |
| LESS PREVIOUS INVOICES | $ | 648,365.00 |
| CURRENT PAYMENT DUE | $ | 96,117.00 |

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 4/2/14
GOODS/SERVICES RECEIVED BY
_____ ON 3/31/14
4- 1303-431-60-123-60-0-811

**AI-43894** **Purchasing Department 8. J.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted For: Martha L. Salazar, HC-PA Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise the option to renew/extend the first of two (2), one (1) year terms as stipulated and provided in the contract under the same rates, terms and conditions for "Flexible Base Material (Crushed Caliche)" for Hidalgo County Precincts No. 1, 2 and 4 with Martin Marietta (C-13-018-04-30) and Precincts 1 & 3 with Frontera Materials (C-13-018a-04-30).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-12X-0-XX-0-XXX

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

BUDGETARY IMPACT:

County Wide-- various accounts
As needed basis

Funding available as of 4-11-14
4-1200-431-00-121-005-0-673 $24,422.81
4-1200-431-00-122-006-0-673 $10,147.51
4-1200-431-00-123-005-0-673 $21,496.43
4-1200-431-00-124-007-0-673 $ 8,195.50

Other possible funding source(s) ( Ex Object code 731)

Attachments

Pcts. Approval
Martin Marietta-Current Contract
Memo-Frontera
Frontera-Current Contract

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/09/2014 06:33 PM |
| Budget & Management | Debbie Tamez | 04/10/2014 11:29 AM |
| Manuel Chapa | Manuel Chapa | 04/11/2014 04:58 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Gricelda Villarreal Started On: 04/02/2014 12:42 PM

Final Approval Date: 04/11/2014

**Zimbra** **cris.ayala@co.hidalgo.tx.us**

# Re: Contracts Extension for Flexible Base Materials(Crushed Caliche)

**From :** Katia Garcia <katia.garcia@co.hidalgo.tx.us> Fri, Apr 04, 2014 08:09 AM

**Subject :** Re: Contracts Extension for Flexible Base Materials(Crushed Caliche)

**To :** Cris Ayala <cris.ayala@co.hidalgo.tx.us>

**Cc :** raul lozano <raul.lozano@co.hidalgo.tx.us>, marcie jackson <marcie.jackson@co.hidalgo.tx.us>

Good Morning Ms. Cris,

Pct. 1 will like to extend contracts for caliche. Acct# 4-1200-431-00-121-005-0-673.

Thank you,
Katia

---

**From:** "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>

**To:** "raul lozano" <raul.lozano@co.hidalgo.tx.us>, "Mingo Villarreal" <mingo.villarreal@co.hidalgo.tx.us>, "Roman Rodriguez" <roman.rodriguez@co.hidalgo.tx.us>, "ricardo cuellar" <ricardo.cuellar@co.hidalgo.tx.us>

**Cc:** "Katia Garcia" <katia.garcia@co.hidalgo.tx.us>, "Marcie Jackson" <marcie.jackson@co.hidalgo.tx.us>, "norma ceballos" <norma.ceballos@co.hidalgo.tx.us>, "Veronica Lopez" <veronica.lopez@co.hidalgo.tx.us>, "Gloria Beltran" <gloria.beltran@co.hidalgo.tx.us>, "Yolanda Cisneros" <yolanda.cisneros@co.hidalgo.tx.us>

**Sent:** Thursday, April 3, 2014 3:20:30 PM

**Subject:** Contracts Extension for Flexible Base Materials(Crushed Caliche)

Hello Everyone,

Just want to advise you that the current contracts with Frontera Materials (C-13-018A-04-30) and Martin Marietta (C-13-018-04-30) for the "Flexible Base Materials-(Crushed Caliche) will come to expire on May 2, 2014.

Please advise if you would like to continue these services so as to get approval of the extension by Commissioners Court for next meeting of April 15, 2014. I will also need your budget information. (req. or PO number, if available).

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

**Zimbra** **cris.ayala@co.hidalgo.tx.us**

# Re: Contracts Extension for Flexible Base Materials(Crushed Caliche)

**From :** Norma Ceballos <norma.ceballos@co.hidalgo.tx.us> Thu, Apr 03, 2014 04:14 PM

**Subject :** Re: Contracts Extension for Flexible Base Materials(Crushed Caliche)

**To :** Cris Ayala <cris.ayala@co.hidalgo.tx.us>

Hello Cris,

Yes, Precinct #3 would like to continue with the services, account # 4-1200-431-00-123-005-0-731.

Thank you.

---

**From:** "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>

**To:** "raul lozano" <raul.lozano@co.hidalgo.tx.us>, "Mingo Villarreal" <mingo.villarreal@co.hidalgo.tx.us>, "Roman Rodriguez" <roman.rodriguez@co.hidalgo.tx.us>, "ricardo cuellar" <ricardo.cuellar@co.hidalgo.tx.us>

**Cc:** "Katia Garcia" <katia.garcia@co.hidalgo.tx.us>, "Marcie Jackson" <marcie.jackson@co.hidalgo.tx.us>, "norma ceballos" <norma.ceballos@co.hidalgo.tx.us>, "Veronica Lopez" <veronica.lopez@co.hidalgo.tx.us>, "Gloria Beltran" <gloria.beltran@co.hidalgo.tx.us>, "Yolanda Cisneros" <yolanda.cisneros@co.hidalgo.tx.us>

**Sent:** Thursday, April 3, 2014 3:20:30 PM

**Subject:** Contracts Extension for Flexible Base Materials(Crushed Caliche)

Hello Everyone,
Just want to advise you that the current contracts with Frontera Materials (C-13-018A-04-30) and Martin Marietta (C-13-018-04-30) for the "Flexible Base Materials-(Crushed Caliche) will come to expire on May 2, 2014.

Please advise if you would like to continue these services so as to get approval of the extension by Commissioners Court for next meeting of April 15, 2014. I will also need your budget information. (req. or PO number, if available).

**REQUIREMENTS AGREEMENT**

**C-13-018-04-30**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the **30th** day of **April, 2013** by and between **Martin Marietta Materials Southwest, Inc., d/b/a Martin Marietta Materials, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

**WHEREAS,** Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Precincts No. 1, 2 & 4** for the **"Flexible Base Material (Crushed Caliche)"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

**WHEREAS,** Seller has submitted a proposal to supply Buyer's requirements; and;

**WHEREAS,** Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions.** This Contract shall commence on **May 3, 2013** and expires on **May 2, 2014.**

In the event the Seller notifies Buyer in writing of non availability or production of the Product, Buyer will seek purchase from "Secondary Vendor" and in such event, Buyer will charge the difference for any additional cost incurred to the "Seller." Buyer reserves the right to purchase the Product from other sources and shall not be in violation of any terms or conditions of this contract. It is agreed that the Product will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

Seller, if Seller is unable to deliver the Product to Buyer within two (2) business days of Buyer's request, Seller agrees to pay Buyer within ten (10) business days of receiving Buyer's notification of additional cost incurred by Buyer of obtaining the Product from another seller of source.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
302 W. University Dr.
Edinburg, Texas 78539

If to Seller:

Martin Marietta Materials Southwest Inc
d/b/a Martin Marietta Materials, Inc.
C/O Mark Higgins
5710 W. Hausman Rd., Ste. 121
San Antonio, Texas 78249

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of

Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**EXECUTED** effective as of the day and year first above written.

**COUNTY OF HIDALGO**

**ATTEST:**

By: _____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court
on 4/30/13

**COMPANY:** Martin Marietta Materials Southwest, Inc.

By: _____
Printed Name: MARC HIGGINS
Title: SR. SALES REP.

**APPROVED AS TO FORM:**
Atlas, Hall and Rodriguez, LLP

By: _____
Stephen L. Crain

# EXHIBIT "A"
# SPECIFICATIONS/
# RFB-PROCUREMENT PACKET

# SPECIFICATIONS

**SCOPE OF WORK:**

Hidalgo County and Hidalgo County Colonia Access Program is seeking qualified companies to establish a contract for "Flexible Base Material (Crushed Caliche)" on an "As Needed Basis".

**SPECIFICATIONS, REQUIREMENTS**

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.

   Flexible Base (TY D GR 6) shall conform to the following requirements:

| Retained on Sq. Sieve | Percent Retained |
|---|---|
| 2" | 0 |
| 1/2" | 20-60 |
| No. 4 | 40-75 |
| No. 40 | 70-90 |
| Max. PI: | 15 |
| Max. Wet Ball PI: | 15 |
| Wet Ball Mill Max. Amount: | 50 |

| **Contact Personnel for County Precincts / Billing Purposes** | |
|---|---|
| **Hidalgo County Precinct #1**<br>**David Rodriguez or Mari Gutierrez**<br>**(956) 968-8733** | **Hidalgo County Precinct #2**<br>**Yolanda Cisneros or Ricardo Cuellar**<br>**(956) 787-1891** |
| **Hidalgo County Precinct #3**<br>**Norma Ceballos or Saul Ramirez**<br>**(956) 585-4509** | **Hidalgo County Precinct #4**<br>**Juan Carranza**<br>**(956) 383-3112** |

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

1. Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.

2 Bid price shall be on a per ton basis.

3. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.

4. When requested, samples shall be furnished free of expense to Hidalgo County.

5. Random sampling/testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

6. In the event the material furnished does not meet all the above requirement (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.

7. Awarded Bidder(s) shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

8. It is understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** and is not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. If at any time during the term of the contract and / or renewals, the flexible base material (crushed caliche) is not available at the initial pit location provided in this bid, an alternate pit location(s) within Hidalgo County from awarded vendor shall be provided in the bid page for continuance of service to Hidalgo County. Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).

9. Awarded vendor must notify Hidalgo County within a 72 hour period (i.e. 3 business days) whenever the flexible base material (crushed caliche) is not available.

10. All Hidalgo County Precincts / Departments are able to utilize the contract.

## TERMS AND CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. 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.

7. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

8. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

9. Insurance requirements for this project to be maintained throughout the contract term (refer to limits on Exhibit "C"), if applicable.

10. CIQ Questionnaire: Attached conflict of interest (Exhibit D) must be filed and recorded at Hidalgo County Clerk's Office.

11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

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

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

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2). **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3). **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4). **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5). **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**Additional information:**

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN**, April 2, 2013 at 5:00 p.m. at elena.gomez@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than April 5, 2013 at 5:00 P.M.

# EXHIBIT "B"
# VENDOR'S BID PAGE

"EXHIBIT B"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-04-10-MEG

## BID PAGE

**NOTE:** VENDOR MUST INDICATE AN INITIAL PIT AND ALTERNATE PIT(S) (REFER TO #10 ON PAGE 2 OF EXHIBIT "A" SPECIFICATIONS)
NIGP CODE: 750-52

| **HIDALGO COUNTY Precinct NO. 1** | |
|---|---|
| **Flexible Base Material Type D Grade 6 (Crushed Caliche)** | $ 3.15 (per ton) |
| **INITIAL PIT LOCATION for Precinct NO. 1** | |
| 1. 2 miles S/o FM 1017 on FM 3250 - Jerico Pit | |
| **NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).** | |
| **ALTERNATE PIT LOCATIONS for Precinct NO. 1** | |
| **1.** | **2.** |

OPENED
9:40

| **HIDALGO COUNTY Precinct NO. 2** | |
|---|---|
| **Flexible Base Material Type D Grade 6 (Crushed Caliche)** | $ 3.15 (per ton) |
| **INITIAL PIT LOCATIONS for Precinct NO. 2** | |
| 1. 2 miles S/o FM 1017 on FM 3250 - Jerico Pit | |
| **NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).** | |
| **ALTERNATE PIT LOCATIONS for Precinct NO. 2** | |
| **1.** | **2.** |

4-18-13
Witnessed

| **HIDALGO COUNTY Precinct NO. 3** | |
|---|---|
| **Flexible Base Material Type D Grade 6 (Crushed Caliche)** | $ 3.15 (per ton) |
| **INITIAL PIT LOCATIONS for Precinct NO. 3** | |
| 1. 2 miles S/o FM 1017 on FM 3250 - Jerico Pit | |
| **NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).** | |
| **ALTERNATE PIT LOCATIONS for Precinct NO. 3** | |
| **1.** | **2.** |

EXHIBIT B

HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-04-10-MEG

| HIDALGO COUNTY Precinct NO. 4 | |
|---|---|
| **Flexible Base Material Type D Grade 6 (Crushed Caliche)** | $ 3.15 (per ton) |
| **INITIAL PIT LOCATIONS for Precinct NO. 4** | |
| 1. 2 miles S/O FM 1017 | 4. |
| 2. ON FM 3250 | 5. |
| 3. Jonco PIT | 6. |
| **NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).** | |
| **ALTERNATE PIT LOCATIONS for Precinct NO. 4** | |
| 1. | 3. |
| 2. | 4. |

OPENED
9:40
4-10-13
Witnessed

## BIDDER'S INFORMATION

BIDDER/COMPANY NAME: MARTIN MARIETTA MATERIALS

ADDRESS: 5710 W. HAUSMAN RD SUITE 121

CITY/STATE/ZIP: SAN ANTONIO, TX 78249

PHONE NO/FAX NO: 210-208-4070 FAX 210-208-4066

CELL PHONE NO: 210-294-3373

E-MAIL ADDRESS: MARK.HIGGINS@MARTINMARIETTA.COM

AUTHORIZED SIGNATURE:

TITLE: SR SALES REP

# EXHIBIT "C"
# CERTIFICATE OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh USA Inc.
100 North Tryon Street, Suite 3600
Charlotte, NC 28202
Attn: CA NON-RESIDENT NO. OB22889

J56965-8.SW-GAXWX-13-14

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | ACE American Insurance Company | 22667 |
| INSURER B : | Indemnity Ins Co Of North America | 43575 |
| INSURER C : | | |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

**INSURED**
Martin Marietta Materials
Southwest, Inc.
c/o Martin Marietta Materials, Inc.
Attn: Mr. Todd Crump
2710 Wycliff Road
Raleigh, NC 27607

RECEIVED OCT - 7 2013

**COVERAGES** **CERTIFICATE NUMBER:** ATL-002851617-24 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | | | HDOG27023927 | 09/30/2013 | 09/30/2014 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 3,000,000<br>50,000<br>N/A<br>3,000,000<br>6,000,000<br>6,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | ISAH08722249 | 09/30/2013 | 09/30/2014 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ | 3,000,000 |
| A | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | | | XOOG27053786 | 09/30/2013 | 09/30/2014 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 1,000,000<br>1,000,000 |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WLRC47324518(AOS) | 09/30/2013 | 09/30/2014 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | 2,000,000<br>2,000,000<br>2,000,000 |
| A | Excess Workers Compensation | | | WCUC47324476 | 09/30/2013 | 09/30/2014 | See additional page text | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTOMOBILE LIABILITY ATIMA

**CERTIFICATE HOLDER**
Hildalgo County
2812 South Business 28

Edinburg, TX 78539

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Lisa F. Beam — Lisa F. Beam

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AGENCY CUSTOMER ID: J56965
LOC #: Charlotte

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# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Marsh USA Inc. | Martin Marietta Materials<br>Southwest, Inc.<br>c/o Martin Marietta Materials, Inc.<br>Attn: Mr. Todd Crump<br>2710 Wycliff Road<br>Raleigh, NC 27607 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

EXCESS WORKERS COMPENSATION (continued from page 1):

Policy #WCUC47324476 (9/30/2013-09/30/2014) ACE American Insurance Company
Applicable in the state of Ohio
$2,000,000 Employers Liability - Each Accident
$2,000,000 Employers Liability - Disease - per Employee
$2,000,000 Employers Liability - Disease - Policy Limit

Excess of $2,000,000 Self Insured Retention


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of Transportation and Hidalgo County, Texas (for US 281 & SH 186 Linn-San Manuel Beautification Project) and, (as approved by CC on 03/05/13)

correction- word Co. will be city

**E. Sheriff's Office**

1. AI-38215 Acceptance and approval of final negotiated contract between Hidalgo County (Sheriff's Office/Department) and Four Paws Animal Hospital for provision of Veterinary Services.

2. AI-38240 Presentation of bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Sealed Quotes (RFSQ) titled: Hidalgo County Sheriff's Office-"Purchase of New Correctional Safety Mattresses & Replacement Covers" through project No.: 2013-054-02-28-SGS.

**F. Co. Wide**

1. AI-38199 Recommending award of bid and approval of contract to multiple bidders as attached hereto meeting all specifications and/or requirements as detailed and reflected in documentation attached for Hidalgo County - Flexible Base Material (Crushed Caliche)- RFB No. 2013-018-04-10-MEG.

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

in @ 11:05
out @ 11:28

C. AI-38460 Claim of Fabian Ybarra

D. AI-38462 Claim against Roberto Ysaguirre, Jr.

E. AI-38413 Civil Action No. 7:12-cv-00502; Carla Davis v. Hidalgo County

23. **Open Session:**

n/a A. Real Estate Acquisition and appropriation for same

n/a B. Pending and/or potential litigation

C. AI-38461 Claim of Fabian Ybarra – settlement offer - $ 12,500. + Release agreement

D. AI-38463 Claim against Roberto Ysaguirre, Jr. promissary note - $ 2737.38

n/a E. AI-38414 Civil Action No. 7:12-cv-00502; Carla Davis v. Hidalgo County

24. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

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

April 3, 2014

Frontera Materials
C/O Barry M. Ehlinger
PO Box 1449
Elsa, Texas 78543

Email: bmefrontera@aol.com

Re: C-13-018A-04-30
"Flexible Base Materials (Crushed Caliche) for Hidalgo County Prcts. 1 & 3"

Dear Mr. Ehlinger:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the last (1) year County's options to exercise an extension as provided in the current contract agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of April 15, 2014 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Tuesday, April 8, 2014, 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: Barry M Ehlinger Date: April 3, 2014

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,

Gricelda Ayala

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Consuelo Cavazos, CISR |
|---|---|
| McAfee Insurance Agency<br>P. O. Box 625<br>321 Second Street<br>Mercedes TX 78570 | PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733<br>E-MAIL ADDRESS: consuelo@mcafeeagency.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Frontera Materials, Inc.<br>P O Box 1449<br><br>Elsa TX 78543-1449 | INSURER A: The Chapter Oak Fire Ins Co | |
| | INSURER B: Travelers Casualty Ins. Co. of | |
| | INSURER C: The Travelers Indemnity Company | |
| | INSURER D: The Standard Fire Ins. Co. | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 2013-2014 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC | | | 660-1C405755 | 9/1/2013 | 9/1/2014 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS [X] NON-OWNED AUTOS | | | BA-5D227668 | 9/1/2013 | 9/1/2014 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 10,000 | | | CUP-1C405687 | 9/1/2013 | 9/1/2014 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | UB-1C405675 | 9/1/2013 | 9/1/2014 | WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

Hidalgo County
100 N. Closner Blvd
Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/CO


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**REQUIREMENTS AGREEMENT**

**C-13-018A-04-30**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the **30th** day of **April, 2013** by and between **Frontera Materials, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

**WHEREAS,** Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Precincts No. 1 & 3** for the **"Flexible Base Material (Crushed Caliche)"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

**WHEREAS,** Seller has submitted a proposal to supply Buyer's requirements; and;

**WHEREAS,** Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions.** This Contract shall commence on **May 3, 2013** and expires on **May 2, 2014.**

In the event the Seller notifies Buyer in writing of non availability or production of the Product, Buyer will seek purchase from "Secondary Vendor" and in such event, Buyer will charge the difference for any additional cost incurred to the "Seller." Buyer reserves the right to purchase the Product from other sources and shall not be in violation of any terms or conditions of this contract. It is agreed that the Product will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

Seller, if Seller is unable to deliver the Product to Buyer within two (2) business days of Buyer's request, Seller agrees to pay Buyer within ten (10) business days of receiving Buyer's notification of additional cost incurred by Buyer of obtaining the Product from another seller of source.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attention: County Judge
302 W. University Dr.
Edinburg, Texas 78539

If to Seller:
Frontera Materials, Inc.
C/O Barry M. Ehlinger
PO Box 1449
Elsa, Texas 78543

Each notice, demand, request or communication which shall be delivered or mailed in the

manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**EXECUTED** effective as of the day and year first above written.

**ATTEST:**

Arturo Guajardo Jr., County Clerk

**COUNTY OF HIDALGO**

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 4/30/13 RO

**COMPANY:** Frontera Materials, Inc.

By: Barry M Ehlinger
Printed Name: Barry M Ehlinger
Title: Materials Mgr.

**APPROVED AS TO FORM:**
Atlas, Hall and Rodriguez, LLP

By: Stephen L. Crain

# EXHIBIT "A"
# SPECIFICATIONS/
# RFB-PROCUREMENT PACKET

# SPECIFICATIONS

**SCOPE OF WORK:**

Hidalgo County and Hidalgo County Colonia Access Program is seeking qualified companies to establish a contract for "Flexible Base Material (Crushed Caliche)" on an "As Needed Basis".

**SPECIFICATIONS, REQUIREMENTS**

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.

   Flexible Base (TY D GR 6) shall conform to the following requirements:

| Retained on Sq. Sieve | Percent Retained |
|---|---|
| 2" | 0 |
| 1/2" | 20-60 |
| No. 4 | 40-75 |
| No. 40 | 70-90 |
| Max. PI: | 15 |
| Max. Wet Ball PI: | 15 |
| Wet Ball Mill Max. Amount: | 50 |

| **Contact Personnel for County Precincts / Billing Purposes** | |
|---|---|
| **Hidalgo County Precinct #1**<br>**David Rodriguez or Mari Gutierrez**<br>**(956) 968-8733** | **Hidalgo County Precinct #2**<br>**Yolanda Cisneros or Ricardo Cuellar**<br>**(956) 787-1891** |
| **Hidalgo County Precinct #3**<br>**Norma Ceballos or Saul Ramirez**<br>**(956) 585-4509** | **Hidalgo County Precinct #4**<br>**Juan Carranza**<br>**(956) 383-3112** |

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

1. Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.

2 Bid price shall be on a per ton basis.

3. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.

4. When requested, samples shall be furnished free of expense to Hidalgo County.

5. Random sampling/testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

6. In the event the material furnished does not meet all the above requirement (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.

7. Awarded Bidder(s) shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

8. It is understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** and is not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. If at any time during the term of the contract and / or renewals, the flexible base material (crushed caliche) is not available at the initial pit location provided in this bid, an alternate pit location(s) within Hidalgo County from awarded vendor shall be provided in the bid page for continuance of service to Hidalgo County. Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).

9. Awarded vendor must notify Hidalgo County within a 72 hour period (i.e. 3 business days) whenever the flexible base material (crushed caliche) is not available.

10. All Hidalgo County Precincts / Departments are able to utilize the contract.

## TERMS AND CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. 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.

7. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

8. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

9. Insurance requirements for this project to be maintained throughout the contract term (refer to limits on Exhibit "C"), if applicable.

10. CIQ Questionnaire: Attached conflict of interest (Exhibit D) must be filed and recorded at Hidalgo County Clerk's Office.

11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

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

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

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2). **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3). **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4). **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5). **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**Additional information:**

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN**, April 2, 2013 at 5:00 p.m. at elena.gomez@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than April 5, 2013 at 5:00 P.M.

# EXHIBIT "B"
# VENDOR'S BID PAGE

"EXHIBIT B"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-04-10-MEG

Frontera

# BID PAGE

NOTE: VENDOR MUST INDICATE AN INITIAL PIT AND ALTERNATE PIT(S) (REFER TO #10 ON PAGE 2 OF EXHIBIT "A" SPECIFICATIONS)
NIGP CODE: 750-52

| HIDALGO COUNTY Precinct NO. 1 | |
|---|---|
| **Flexible Base Material Type D Grade 6** (Crushed Caliche) | $ 3.25 (per ton) |
| **INITIAL PIT LOCATION for Precinct NO. 1** | |
| 1. 490 Pit | |
| **NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).** | |
| **ALTERNATE PIT LOCATIONS for Precinct NO. 1** | |
| 1. Reavis Pit | 2. |

| HIDALGO COUNTY Precinct NO. 2 | |
|---|---|
| **Flexible Base Material Type D Grade 6 (Crushed Caliche)** | $ 3.25 (per ton) |
| **INITIAL PIT LOCATIONS for Precinct NO. 2** | |
| 1. 490 | |
| **NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).** | |
| **ALTERNATE PIT LOCATIONS for Precinct NO. 2** | |
| 1. Reavis Pit | 2. |

OPENED
9:37
4-10-13
Witnessed

| HIDALGO COUNTY Precinct NO. 3 | |
|---|---|
| **Flexible Base Material Type D Grade 6 (Crushed Caliche)** | $ 3.25 (per ton) |
| **INITIAL PIT LOCATIONS for Precinct NO. 3** | |
| 1. Reavis | |
| **NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).** | |
| **ALTERNATE PIT LOCATIONS for Precinct NO. 3** | |
| 1. 490 Pit | 2. |

"EXHIBIT B"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-04-10-MEG

| HIDALGO COUNTY Precinct NO. 4 | |
|---|---|
| **Flexible Base Material Type D Grade 6 (Crushed Caliche)** | $ 3.25 (per ton) |
| **INITIAL PIT LOCATIONS for Precinct NO. 4** | |
| 1. 490 Pit | 4. |
| 2. | 5. |
| 3. | 6. |
| **NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).** **ALTERNATE PIT LOCATIONS for Precinct NO. 4** | |
| 1. Reavis Pit | 3. |
| 2. | 4. |

* 490 Pit - 4.5 miles West of US 281 ON FM 490
Reavis Pit - 2.5 miles North of US 83 ON FM 2221
ALL PRICES F.O.B. Pit.

**BIDDER'S INFORMATION**

BIDDER/COMPANY NAME: Frontera Materials, Inc.
ADDRESS: PO Box 1449
CITY/STATE/ZIP: Elsa TX 78543
PHONE NO/FAX NO: 956-316-8954
CELL PHONE NO: 956-607-5965 (Barry)
E-MAIL ADDRESS: barefrontera@aol.com
AUTHORIZED SIGNATURE: Barry M Ehlers
TITLE: Materials Mgr.

OPENED
9:37
4-10-13
Witnessed

# EXHIBIT "C"
# CERTIFICATE OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Consuelo Cavazos, CISR |
|---|---|
| McAfee Insurance Agency<br>P. O. Box 625<br>321 Second Street<br>Mercedes TX 78570 | PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733<br>E-MAIL ADDRESS: consuelo@mcafeeagency.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Frontera Materials, Inc.<br>P O Box 1449<br><br>Elsa TX 78543-1449 | INSURER A: The Chapter Oak Fire Ins Co | |
| | INSURER B: Travelers Casualty Ins. Co. of | |
| | INSURER C: The Travelers Indemnity Company | |
| | INSURER D: The Standard Fire Ins. Co. | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 2013-2014 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>POLICY X PRO-JECT LOC | | | 660-1C405755 | 9/1/2013 | 9/1/2014 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | BA-5D227668 | 9/1/2013 | 9/1/2014 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | CUP-1C405687 | 9/1/2013 | 9/1/2014 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | UB-1C405675 | 9/1/2013 | 9/1/2014 | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

Hidalgo County
100 N. Closner Blvd
Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/CO


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of Transportation and Hidalgo County, Texas (for US 281 & SH 186 Linn-San Manuel Beautification Project) and, (as approved by CC on 03/05/13) | conection- word Co. will be city

**E. Sheriff's Office**

1. AI-38215 Acceptance and approval of final negotiated contract between Hidalgo County (Sheriff's Office/Department) and Four Paws Animal Hospital for provision of Veterinary Services.

2. AI-38240 Presentation of bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Sealed Quotes (RFSQ) titled: Hidalgo County Sheriff's Office-"Purchase of New Correctional Safety Mattresses & Replacement Covers" through project No.: 2013-054-02-28-SGS.

**F. Co. Wide**

1. AI-38199 Recommending award of bid and approval of contract to multiple bidders as attached hereto meeting all specifications and/or requirements as detailed and reflected in documentation attached for Hidalgo County - Flexible Base Material (Crushed Caliche)- RFB No. 2013-018-04-10-MEG.

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. AI-38460 Claim of Fabian Ybarra

D. AI-38462 Claim against Roberto Ysaguirre, Jr.

E. AI-38413 Civil Action No. 7:12-cv-00502; Carla Davis v. Hidalgo County

in @ 11:05
out @ 11:28

**23. Open Session:**

N/a (A.) Real Estate Acquisition and appropriation for same

N/a (B.) Pending and/or potential litigation

C. AI-38461 Claim of Fabian Ybarra – settlement offer - $ 12,500. + Release agreement

D. AI-38463 Claim against Roberto Ysaguirre, Jr. promissary note - $ 2737.38

N/a (E.) AI-38414 Civil Action No. 7:12-cv-00502; Carla Davis v. Hidalgo County

**24. Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

**AI-43888** **Purchasing Department 8. K.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted For: Hon. J.E. Guerra, HC-Sheriff Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Requesting authority to purchase staff portraits (8) 8"x10" at $25.00/each, (2) 5"x7" at $25.00/sheet, (1) CD of Images at $50.00 plus a portrait sitting fee of $35.00/each with Treviño's Digital Photography, Inc. through requisition #253789.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-280-001-0-339

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

BUDGETARY IMPACT:

Funds available as of 4/10/14, through REQ# 253789.

## Attachments

Requisition

Quote

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 04/09/2014 06:32 PM |
| Budget & Management | Debbie Tamez | 04/10/2014 10:16 AM |
| Obdett Calzada | Obdett Calzada | 04/10/2014 04:58 PM |
| Auditor's Office | Monica Badillo | 04/11/2014 05:48 PM |

Form Started By: Matilde Faz Started On: 04/01/2014 03:18 PM

Final Approval Date: 04/11/2014

# Requisition

## SHERIFF'S LAW ENFORMENT FACILITY

Req # 00253789

PO #

Date: 03/18/14

Consent #43888 4/15/14

**Bill To:** x
x

**Vendor :** 397857

TREVINO'S DIGITAL PHOTOGRAPHY, INC.
1101 NORTH CAGE, STE. C-5
PHARR TX 78577
FAX (956)781-8044

**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 |
|---|---|---|---|---|
| | | PORTRAITS FOR SHERIFF GUERRA, COMMANDER JOEL RIVERA, CHIEF DEPUTY, AND CAPTAIN RAUL CANTU<br>DO NOT DUPLICATE ORDER | | |
| 4.00 | EACH | OM SITTING FEE | 35.00 | 140.00 |
| 8.00 | EACH | OM 8 X 10 PORTRAIT | 25.00 | 200.00 |
| 4.00 | SET | OM 5 X 7 PORTRAIT (SET OF 2) | 25.00 | 100.00 |
| 1.00 | EACH | OM CD OF IMAGES | 50.00 | 50.00 |
| | | Account No | Encumbrance | |
| | | 4-1100-421-00-280-001-0-339 | 490.00 | |
| | | | Freight | .00 |
| | | | Total | 490.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

Req 203789

Treviño's digital
The Events Photography Specialists
Twin Palm Plaza • 1101 N. Cage, Ste. C-5 • Pharr, TX 78577 • www.trevinosdigit

# PROPOSAL

Prepared for
**Hidalgo County Sheriffs Dept.**
**Purchasing Dept.**
**711 El Cibolo Rd**
**Edinburg, Texas 78539**

| Date: | April 7, 2014 |
|---|---|
| | |

| Quote # | |
|---|---|
| | |

| Line | Description | QTY | Each | Total |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | Portrait Sitting Fee | 4 | 35.00 | 140.00 |
| 4 | | | | |
| 5 | 8 x 10 Portrait | 8 | 25.00 | 200.00 |
| 6 | | | | |
| 7 | 2 - 5 x 7 per Sheet | 4 | 25.00 | 100.00 |
| 8 | | | | |
| 9 | CD of Images | 1 | 50.00 | 50.00 |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |
| 19 | | | | |
| 20 | | | | |

Joe G. Trevino

| Subtotal | 490.00 |
|---|---|
| Sales Tax: | |
| Freight: | |
| TOTAL: | 490.00 |

office (956) 783-5274 • cell (956) 607-8911 • fax (956) 781-8044 • toll free 888-873-8

**AI-43993** **Purchasing Department 8. L.**

**CC CONSENT**

**Meeting Date:** 04/15/2014

Submitted For: Martha L. Salazar, CPPB, Purchasing Agent

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Accepance and approval of the sixty (60) grace period extension as provided under Section III of Contract#C-10-343-05-10 with First Southwest Company for the provision of "Financial Services-Hidalgo County" with same rates, terms and conditions so as to have no lapse in services while evaluation and procurement process is completed.

BACKGROUND

Sixty day grace period effective May 10, 2014 and ending on June 8, 2014.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact as services are paid from the proceeds of the debt issued.

Attachments

SIGNED EXTENSION AND CONTRACT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | | |
| Budget & Management | | |
| Auditor's Office | | |
| Form Started By: Vangie Garcia | | Started On: 04/08/2014 03:45 PM |

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

April 8, 2014

First Southwest Company
***Attn: Cris Vela***
400 North McColl, Suite C
McAllen, Texas 78501

Via Email: cris.vela@firstsw.com

Re: Sixty-Day Extension for "Financial Services-Hidalgo County"
Contract #C-10-343-05-10

Dear Mr. Vela:

Commissioners' Court will take applicable action **(Tuesday, April 15, 2014)** in connection with the Hidalgo County's option to exercise the **sixty (60) day grace period** for the current agreement in place while procurement process is completed and processed, at the same rate, term and conditions.

Please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, April 15, 2014** for discussion, consideration and action, by signing below and returning to the Purchasing Department so as to attach to agenda item for approval, by no later than **5:00 p.m., Wednesday, April 9, 2014 and or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Jack E. Addams
Jack E. Addams, Vice Chairman

Date: 4/8/14

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

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

Sincerely,
***Vangie Y. Garcia, Contract's Manager***
Hidalgo County Purchasing Department

C-10-343-05-10

# FINANCIAL ADVISORY AGREEMENT

This Financial Advisory Agreement (the "Agreement") is made and entered into by and between Hidalgo County ("Issuer") and First Southwest Company ("FSC") effective as of the date executed by the Issuer as set forth on the signature page hereof.

## WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, Issuer desires to retain an independent financial advisor; and

WHEREAS, the Issuer desires to obtain the professional services of FSC to advise the Issuer regarding the issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective; and

WHEREAS, FSC is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by Issuer during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and FSC, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

## SECTION I
## DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the Issuer, FSC agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay to FSC the compensation as provided in Section V hereof.

A. Financial Planning. At the direction of Issuer, FSC shall:

1. Survey and Analysis. Conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service any Debt Instruments

contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed rate increases and additional revenues, as projected by consulting engineers employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration.

2. Future Financings. Consider and analyze future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, employed by the Issuer.

3. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, and other information and experience available, submit to the Issuer recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Issuer. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.

4. Market Information. Advise the Issuer of our interpretation of current bond market conditions, other related forthcoming bond issues and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

5. Elections. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, FSC will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to a firm of municipal bond attorneys ("Bond Counsel") retained by the Issuer.

B. Debt Management and Financial Implementation. At the direction of Issuer, FSC shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

a. If the Debt Instruments are to be sold by an advertised competitive sale, FSC will:

(1) Supervise the sale of the Debt Instruments, reserving the right, alone or in conjunction with others, to submit a bid for any Debt Instruments issued under this Agreement which the Issuer advertises for competitive bids; however, in keeping with the provisions of Rule G-23 of the Municipal Securities Rulemaking Board, FSC will request and obtain written consent to bid prior to submitting a bid, in any instance wherein FSC elects to bid, for any installment of such Debt Instruments;

(2) Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids;

(3) Assist the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and

(4) Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids.

b. If the Debt Instruments are to be sold by negotiated sale, FSC will:

(1) Recommend for Issuer's final approval and acceptance one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.

(2) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. FSC will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters agreement and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Issuer's agreement

with the underwriters, but shall not be or become an obligation of FSC, except to the extent specifically provided otherwise in this Agreement or assumed in writing by FSC.

(3) Assist the staff of the Issuer in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market.

(4) Advise the Issuer as to the fairness of the price offered by the underwriters.

2. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, FSC shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, FSC shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

3. Credit Ratings. Make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, FSC will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be finally approved or directed by the Issuer.

4. Trustee, Paying Agent, Registrar. Upon request, counsel with the Issuer in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.

5. Financial Publications. When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.

6. Consultants. After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.

7. Auditors. In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required, make arrangements for such services.

8. Issuer Meetings. Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested at all times when FSC may be of assistance or service and the subject of financing is to be discussed.

9. Printing. To the extent authorized by the Issuer, coordinate all work incident to printing of the offering documents and the Debt Instruments.

10. Bond Counsel. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments.

11. Changes in Laws. Provide to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which FSC becomes aware in the ordinary course of its business, it being understood that FSC does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.

12. Delivery of Debt Instruments. As soon as a bid for the Debt Instruments is accepted by the Issuer, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

13. Debt Service Schedule; Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the Issuer a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

## SECTION II
## OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, FSC agrees to make available to Issuer the following services, when so requested by the Issuer and subject to the agreement by Issuer and FSC regarding the compensation, if any, to be paid for such services, it being understood and

agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by FSC for such services:

1. Investment of Funds. From time to time, as an incident to the other services provided hereunder as financial advisor, FSC may purchase such investments as may be directed and authorized by Issuer to be purchased, it being understood that FSC will be compensated in the normal and customary manner for each such transaction. In any instance wherein FSC may become entitled to receive fees or other compensation in any form from a third party with respect to these investment activities on behalf of Issuer, we will disclose to Issuer the nature and, to the extent such is known, the amount of any such compensation so that Issuer may consider the information in making its investment decision. It is understood and agreed that FSC is a duly licensed broker/dealer and is affiliated with First Southwest Asset Management, Inc. ("FSAMI"), a duly registered investment advisor. Issuer may, from time to time, utilize the broker/dealer services of FSC and/or the investment advisory services of FSAMI with respect to matters which do not involve or affect the financial advisory services referenced in this Agreement. The terms and conditions of the engagement of FSC and/or FSAMI to provide such services shall be determined by mutual agreement at the time such services are requested.

2. Exercising Calls and Refunding. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.

3. Capital Improvements Programs. Provide advice and assistance in the development of any capital improvements programs of the Issuer.

4. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the Issuer.

5. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the Issuer, Bond Counsel, auditors and other experts and consultants retained by the Issuer and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.

## SECTION III
## TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated pursuant to Section IV of this Agreement, shall remain in effect thereafter for an initial period of three (3) years from such date, with the Issuer's option to renew

for two (2) additional years under the same rates, terms and conditions. The Issuer reserves the right to extend the engagement of FSC for an additional sixty (60) days after expiration of this Agreement, under the same rates, terms and conditions, due to unforeseen delay during the procurement process.

## SECTION IV
## TERMINATION

This Agreement may be terminated with or without cause by the Issuer upon the giving of at least thirty (30) days' prior written notice to FSC of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due FSC for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

## SECTION V
## COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to FSC for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt Instruments during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and FSC, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which FSC is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser.

## SECTION VI
## MISCELLANEOUS

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and FSC, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or

modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

**HIDALGO COUNTY**

By: _____
Ramon Garcia, County Judge

Date: _____

Approved by Commissioners' Court
on 5/10/11 RD

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

**FIRST SOUTHWEST COMPANY**

By: _____
Hill A. Feinberg, Chairman and
Chief Executive Officer

By: _____
Cris S. Vela, Vice President

APPROVED AS TO FORM:
Josephine L. Ramirez,
Assistant Criminal District Attorney-County Affairs

BY: _____

## APPENDIX A

The fees due First Southwest Company will not exceed those contained in our customary fee schedule as listed below and are payable at closing for each series of bonds:

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Base | Fee - | Any | Issue | | | | $ 3,750 | | | |
| Plus | $ 6.25 | per | $1,000 | up to | $ 1,000,000 | or | $ 10,000 | for | $ 1,000,000 | Bonds |
| Plus | $ 3.50 | per | $1,000 | next | 1,500,000 | or | $15,250 | for | 2,500,000 | Bonds |
| Plus | $ 2.50 | per | $1,000 | next | 2,500,000 | or | $21,500 | for | 5,000,000 | Bonds |
| Plus | $ 2.00 | per | $1,000 | next | 5,000,000 | or | $31,500 | for | 10,000,000 | Bonds |
| Plus | $ 1.00 | per | $1,000 | next | 10,000,000 | or | $41,500 | for | 20,000,000 | Bonds |
| Plus | $ 0.75 | per | $1,000 | over | 20,000,000 | | | | | |

For any issue of Refunding Bonds and/or other Debt Instruments involving Escrow Agreements, it is understood and agreed that our fee will be the fee schedule set out above plus 10%.

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the Hidalgo County.

The County shall be responsible for the following expenses, if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by FSC as reimbursable expenses:

Bond counsel
Bond ratings
Computer structuring
Credit enhancement
CPA fees for refunding
Official statement preparation and printing
Paying agent/registrar/trustee
Travel expenses
Underwriter and underwriters counsel
Miscellaneous, including copy, delivery, and phone charges

*The payment of reimbursable expenses that FSC has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice therefore submitted by FSC.*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Roach Howard Smith & Barton<br>8750 N. Central Expressway<br>Suite 500<br>Dallas TX 75231 | CONTACT NAME: Helen Stuart<br>PHONE (A/C, No, Ext): (972) 231-1300 FAX (A/C, No): (972) 231-1368<br>E-MAIL ADDRESS: hstuart@rhsb.com |
| INSURED (214) 953-4000<br>First Southwest Company<br>First Southwest Asset Management, Inc.<br>325 N. St. Paul Street<br>Suite 800<br>Dallas TX 75201 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: Texas Mutual Ins Co — 22945<br>INSURER B: Great Northern Ins Co — 20303<br>INSURER C: Federal Ins Co — 20281<br>INSURER D: Travelers Prop Cas America — 36161<br>INSURER E: Westchester Surplus Lines — 10172<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 20614 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>POLICY PRO-JECT X LOC | | | 35787714 | 12/15/2011 | 12/15/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Location Agg Limit | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ Included<br>$ 10,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | 74968567 | 12/15/2011 | 12/15/2012 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Hired Car Comp/Col | $ 1,000,000<br>$<br>$<br>$<br>$ Ded 500/500 |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | 79785393 | 12/15/2011 | 12/15/2012 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000<br>$ |
| AD | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | TSF0001199604 - TX<br>HJUB3491N91612 - OS | 4/1/2012<br>4/1/2012 | 4/1/2013<br>4/1/2013 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | Broker/Dealer<br>Errors & Omissions | | | G23619295007 | 12/20/2011 | 12/20/2012 | Claims Made per Claim/Occurr.<br>Aggregate | $ 10,000,000<br>$ 10,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General and auto liability policies include a blanket automatic additional insured endorsement/provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. General and auto liability policies contains a special endorsement/provision with "primary additional insured" wording. General and auto liability, and workers compensation policies include a blanket automatic waiver of subrogation endorsement/provision that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

**CERTIFICATE HOLDER**

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281

Edinburg TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bart Tucker

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**APPROVED**

**AI-26446**
**CC REGULAR**
**Meeting Date:** 05/10/2011

**17. A. 8.**

**Submitted For:** Marty Salazar

**Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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Information

CAPTION

Clarification on Agenda Item #25099 (approved by Commissioners Court on 4-26-11) in connection with Letter Of Engagement with the firm of First Southwest to reflect the following:

a. To correct "(term of one year) to "term of three (3) years with County's option to renew for two (2) additional years under the same rates, terms and conditions" as all original supporting documentation confirms and NOT (term of one year) as on the original caption; and

b. to correct: **effective date as May 10, 2011** and not May 27, 2011;

for the RFP No: 2010-343-11-10-YZV-Financial Advisory Services Project".

BACKGROUND

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Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact on this agenda, this is only for clarification purposes.
Paid from the proceeds of the debt issued.

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Attachments

Previous Agenda Item
letter of engagement- First Southwest

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 05/03/2011 10:17 AM |
| Budget & Management | Angela Garcia | 05/04/2011 11:39 AM |
| Rosalinda Cantu | Rosie Cantu | 05/05/2011 04:38 PM |
| Auditor's Office | Angela Garcia | 05/06/2011 02:16 PM |
| Purchasing Department | Marty Salazar | 05/06/2011 02:24 PM |

Form Started By: Vangie Garcia Started On: 04/29/2011 10:34 AM

Final Approval Date: 05/06/2011

6. **AI-25099 Consideration and action on the following items in connection with "RFP No: 2010-343-11-10-YZV-Financial Advisory Services so as to proceed in finalizing said project:**

**a. Acceptance and approval of Letter of Engagement (for a term of one year) which includes best and final offer with the firm of First Southwest with effective date of: April 28, 2011 or August 28, 2011 as determined under the following;**

**b. Action for Hidalgo County to opt to exercise the thirty (30) days' written Notice of Termination to Estrada-Hinojosa & Company as provided in the Letter of Engagement (more specifically under page 4-section VI) and thus agree that only services provided and expenses incurred to the date of termination will be due and payable.**

Ms. Darlene Betancourt informed the Court that the Purchasing Department wished to terminate current contract.

On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote to approve items 19.A.6.a & b., with termination of current contract

**B. Pct. 1**

1. **AI-26357 Requesting authorization/approval to request proposals from awarded Job Order Contractors (through County's membership/participation in various cooperative purchasing programs/association, etc.) for the relocation & repairs of a Portable Building located on 1015 South to be moved to Mile 11 N & Mile 1 1/2 E. in Mercedes, TX, (Project #11-130-OGG) and Relocation & Repairs to WIC Clinic to move, re-level and repair at same location (Project # 11-098) from:**

**a. Herrera & Hunt Inc. and Alpha Building Corporation (awarded through Hidalgo County's membership/participation with Harris County Department of Education's JOC Program); and,**

**b. CAS Companies JOC thru TCPN Contract #R-5004 as approved on 05/24/10**

**so as to determine the best value under TX . Local Government Code 271.113.**

On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote to approve items 19.B.1.a & b.

**C. Facilities Management:**

1. **AI-26324 Acceptance and approval to award proposal (solicited due to the concerns detailed herein) from job order contractor, Alpha Building Corp. (awarded JOC through HCDE-Choice Facility Partners) in the amount of $ 11,255.83 (including the issuance of Purchase Order #656541) in order to address urgent and necessary solution for wind damages sustained that created an emergency circumstance under 262.024 (a)(1)(2) for the "Repair to North San Juan CRC Building Wall" meeting all specifications, as attached hereto, and pending issuance of notice to proceed (Project #2011-125-04-19-OGG).**

On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote of approval.

APPROVED

**AI-25099** **19.A.6.**

**Final Negotiated Contract for "Financial Advisory Services"**

**CC REGULAR**

**Date:** 04/26/2011

**Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department **Sub-category:** Hidalgo County

## Information

**CAPTION**

Consideration and action on the following items in connection with "RFP No: 2010-343-11-10-YZV-Financial Advisory Services so as to proceed in finalizing said project:

a. Acceptance and approval of Letter of Engagement (for a term of one year) which includes best and final offer with the firm of First Southwest with effective date of: April 28, 2011 or August 28, 2011 as determined under the following;

b. Action for Hidalgo County to opt to exercise the thirty (30) days' written Notice of Termination to Estrada-Hinojosa & Company as provided in the Letter of Engagement (more specifically under page 4-section VI) and thus agree that only services provided and expenses incurred to the date of termination will be due and payable.

**BACKGROUND**

Previously approved by Commissioners Court on January 25, 2011 for ranking and approval to proceed with the letter of engagement .

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Paid from the proceeds of the debt issued.

## Attachments

Link: Letter Of Engagement-FirstSouthwest

Link: Response to BAFO

Link: Estrada-Hinojosa Letter Of Engagement

Link: Acceptance Sheet-Participation Log

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 04/19/2011 02:00 PM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/19/2011 02:32 PM | APRV |
| 3 | Rosalinda Cantu | Rosie Cantu | 04/21/2011 04:38 PM | APRV |
| 4 | Auditor's Office | | 04/21/2011 05:36 PM | NEW |

Form Started By: Yolanda Velasquez Started On: 01/31/2011 01:00 PM

Final Approval Date: 04/21/2011

C-10-343-05-10

# FINANCIAL ADVISORY AGREEMENT

This Financial Advisory Agreement (the "Agreement") is made and entered into by and between Hidalgo County ("Issuer") and First Southwest Company ("FSC") effective as of the date executed by the Issuer as set forth on the signature page hereof.

## WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, Issuer desires to retain an independent financial advisor; and

WHEREAS, the Issuer desires to obtain the professional services of FSC to advise the Issuer regarding the issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective; and

WHEREAS, FSC is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by Issuer during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and FSC, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

## SECTION I
## DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the Issuer, FSC agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay to FSC the compensation as provided in Section V hereof.

A. Financial Planning. At the direction of Issuer, FSC shall:

1. Survey and Analysis. Conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service any Debt Instruments

contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed rate increases and additional revenues, as projected by consulting engineers employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration.

2. Future Financings. Consider and analyze future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, employed by the Issuer.

3. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, and other information and experience available, submit to the Issuer recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Issuer. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.

4. Market Information. Advise the Issuer of our interpretation of current bond market conditions, other related forthcoming bond issues and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

5. Elections. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, FSC will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to a firm of municipal bond attorneys ("Bond Counsel") retained by the Issuer.

B. Debt Management and Financial Implementation. At the direction of Issuer, FSC shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

a. If the Debt Instruments are to be sold by an advertised competitive sale, FSC will:

(1) Supervise the sale of the Debt Instruments, reserving the right, alone or in conjunction with others, to submit a bid for any Debt Instruments issued under this Agreement which the Issuer advertises for competitive bids; however, in keeping with the provisions of Rule G-23 of the Municipal Securities Rulemaking Board, FSC will request and obtain written consent to bid prior to submitting a bid, in any instance wherein FSC elects to bid, for any installment of such Debt Instruments;

(2) Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids;

(3) Assist the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and

(4) Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids.

b. If the Debt Instruments are to be sold by negotiated sale, FSC will:

(1) Recommend for Issuer's final approval and acceptance one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.

(2) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. FSC will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters agreement and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Issuer's agreement

with the underwriters, but shall not be or become an obligation of FSC, except to the extent specifically provided otherwise in this Agreement or assumed in writing by FSC.

(3) Assist the staff of the Issuer in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market.

(4) Advise the Issuer as to the fairness of the price offered by the underwriters.

2. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, FSC shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, FSC shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

3. Credit Ratings. Make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, FSC will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be finally approved or directed by the Issuer.

4. Trustee, Paying Agent, Registrar. Upon request, counsel with the Issuer in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.

5. Financial Publications. When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.

6. Consultants. After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.

7. Auditors. In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required, make arrangements for such services.

8. Issuer Meetings. Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested at all times when FSC may be of assistance or service and the subject of financing is to be discussed.

9. Printing. To the extent authorized by the Issuer, coordinate all work incident to printing of the offering documents and the Debt Instruments.

10. Bond Counsel. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments.

11. Changes in Laws. Provide to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which FSC becomes aware in the ordinary course of its business, it being understood that FSC does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.

12. Delivery of Debt Instruments. As soon as a bid for the Debt Instruments is accepted by the Issuer, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

13. Debt Service Schedule; Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the Issuer a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

## SECTION II
## OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, FSC agrees to make available to Issuer the following services, when so requested by the Issuer and subject to the agreement by Issuer and FSC regarding the compensation, if any, to be paid for such services, it being understood and

agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by FSC for such services:

1. Investment of Funds. From time to time, as an incident to the other services provided hereunder as financial advisor, FSC may purchase such investments as may be directed and authorized by Issuer to be purchased, it being understood that FSC will be compensated in the normal and customary manner for each such transaction. In any instance wherein FSC may become entitled to receive fees or other compensation in any form from a third party with respect to these investment activities on behalf of Issuer, we will disclose to Issuer the nature and, to the extent such is known, the amount of any such compensation so that Issuer may consider the information in making its investment decision. It is understood and agreed that FSC is a duly licensed broker/dealer and is affiliated with First Southwest Asset Management, Inc. ("FSAMI"), a duly registered investment advisor. Issuer may, from time to time, utilize the broker/dealer services of FSC and/or the investment advisory services of FSAMI with respect to matters which do not involve or affect the financial advisory services referenced in this Agreement. The terms and conditions of the engagement of FSC and/or FSAMI to provide such services shall be determined by mutual agreement at the time such services are requested.

2. Exercising Calls and Refunding. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.

3. Capital Improvements Programs. Provide advice and assistance in the development of any capital improvements programs of the Issuer.

4. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the Issuer.

5. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the Issuer, Bond Counsel, auditors and other experts and consultants retained by the Issuer and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.

## SECTION III
## TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated pursuant to Section IV of this Agreement, shall remain in effect thereafter for an initial period of three (3) years from such date, with the Issuer's option to renew

for two (2) additional years under the same rates, terms and conditions. The Issuer reserves the right to extend the engagement of FSC for an additional sixty (60) days after expiration of this Agreement, under the same rates, terms and conditions, due to unforeseen delay during the procurement process.

## SECTION IV
## TERMINATION

This Agreement may be terminated with or without cause by the Issuer upon the giving of at least thirty (30) days' prior written notice to FSC of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due FSC for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

## SECTION V
## COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to FSC for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt Instruments during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and FSC, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which FSC is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser.

## SECTION VI
## MISCELLANEOUS

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and FSC, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or

modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

**HIDALGO COUNTY**

By: _____
Ramon Garcia, County Judge

Date: _____

Approved by Commissioners' Court
on 5/10/11 RG

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

**FIRST SOUTHWEST COMPANY**

By: _____
Hill A. Feinberg, Chairman and
Chief Executive Officer

By: _____
Cris S. Vela, Vice President

APPROVED AS TO FORM:
Josephine L. Ramirez,
Assistant Criminal District Attorney-County Affairs

BY: _____

## APPENDIX A

The fees due First Southwest Company will not exceed those contained in our customary fee schedule as listed below and are payable at closing for each series of bonds:

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Base | Fee - | Any | Issue | | | | $ 3,750 | | | |
| Plus | $ 6.25 | per | $1,000 | up to | $ 1,000,000 | or | $ 10,000 | for | $ 1,000,000 | Bonds |
| Plus | $ 3.50 | per | $1,000 | next | 1,500,000 | or | $15,250 | for | 2,500,000 | Bonds |
| Plus | $ 2.50 | per | $1,000 | next | 2,500,000 | or | $21,500 | for | 5,000,000 | Bonds |
| Plus | $ 2.00 | per | $1,000 | next | 5,000,000 | or | $31,500 | for | 10,000,000 | Bonds |
| Plus | $ 1.00 | per | $1,000 | next | 10,000,000 | or | $41,500 | for | 20,000,000 | Bonds |
| Plus | $ 0.75 | per | $1,000 | over | 20,000,000 | | | | | |

For any issue of Refunding Bonds and/or other Debt Instruments involving Escrow Agreements, it is understood and agreed that our fee will be the fee schedule set out above plus 10%.

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the Hidalgo County.

The County shall be responsible for the following expenses, if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by FSC as reimbursable expenses:

Bond counsel
Bond ratings
Computer structuring
Credit enhancement
CPA fees for refunding
Official statement preparation and printing
Paying agent/registrar/trustee
Travel expenses
Underwriter and underwriters counsel
Miscellaneous, including copy, delivery, and phone charges

*The payment of reimbursable expenses that FSC has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice therefore submitted by FSC.*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Roach Howard Smith & Barton<br>8750 North Central Expressway<br>Suite 500<br>Dallas TX 75231 | CONTACT NAME: Helen Stuart<br>PHONE (A/C, No, Ext): (972) 744-2704 FAX (A/C, No): (972) 744-2804<br>E-MAIL ADDRESS: hstuart@rhsb.com |
| INSURED (214) 953-4000<br>First Southwest Company<br>First Southwest Asset Management, Inc.<br>325 N. St. Paul<br>Suite 800<br>Dallas TX 75201 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A: Great Northern Ins Co 20303<br>INSURER B: Federal Ins Co 20281<br>INSURER C: Travelers Prop Cas America 36161<br>INSURER D: Texas Mutual Ins Co 22945<br>INSURER E: Fireman's Fund Insurance Co 21873<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 26332 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT X LOC | | | 35787714 | 12/15/2013 | 12/15/2014 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Location Agg Limit | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ Included<br>$ 10,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS / SCHEDULED AUTOS<br>X HIRED AUTOS / X NON-OWNED AUTOS | | | 74968567 | 12/15/2013 | 12/15/2014 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | 79785393 | 12/15/2013 | 12/15/2014 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000<br>$ |
| DC | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | TSF0001199604 - TX<br>HJUB3491N91613 - OS | 4/1/2013<br>4/1/2013 | 4/1/2014<br>4/1/2014 | X WC STATU-TORY LIMITS / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | Excess Umbrella | | | SHX00015077290 | 12/15/2013 | 12/15/2014 | Each Occurrence<br>Aggregate | $ 10,000,000<br>$ 10,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

General and auto liability policies include a blanket automatic additional insured endorsement or provision that provides additional insured status to certificate holder only when there is a written contract between named insured and certificate holder that requires such status. General and auto liability policies contains a special endorsement or provision with "primary additional insured" wording. General and auto liability, and workers compensation policies include a blanket automatic waiver of subrogation endorsement or provision that provides this feature only when there is a written contract between named insured and certificate holder that requires it.

**CERTIFICATE HOLDER**

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281

Edinburg TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bart Tucker

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**APPROVED**

**AI-26446**
**CC REGULAR**
**Meeting Date:** 05/10/2011

**17. A. 8.**

Submitted For: Marty Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Clarification on Agenda Item #25099 (approved by Commissioners Court on 4-26-11) in connection with Letter Of Engagement with the firm of First Southwest to reflect the following:

a. To correct "(term of one year) to "term of three (3) years with County's option to renew for two (2) additional years under the same rates, terms and conditions" as all original supporting documentation confirms and NOT (term of one year) as on the original caption; and

b. to correct: **effective date as May 10, 2011** and not May 27, 2011;

for the RFP No: 2010-343-11-10-YZV-Financial Advisory Services Project".

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact on this agenda, this is only for clarification purposes.
Paid from the proceeds of the debt issued.

Attachments

Previous Agenda Item
letter of engagement- First Southwest

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 05/03/2011 10:17 AM |
| Budget & Management | Angela Garcia | 05/04/2011 11:39 AM |
| Rosalinda Cantu | Rosie Cantu | 05/05/2011 04:38 PM |
| Auditor's Office | Angela Garcia | 05/06/2011 02:16 PM |
| Purchasing Department | Marty Salazar | 05/06/2011 02:24 PM |

Form Started By: Vangie Garcia Started On: 04/29/2011 10:34 AM

Final Approval Date: 05/06/2011

**6. AI-25099 Consideration and action on the following items in connection with "RFP No: 2010-343-11-10-YZV-Financial Advisory Services so as to proceed in finalizing said project:**

**a. Acceptance and approval of Letter of Engagement (for a term of one year) which includes best and final offer with the firm of First Southwest with effective date of: April 28, 2011 or August 28, 2011 as determined under the following;**

**b. Action for Hidalgo County to opt to exercise the thirty (30) days' written Notice of Termination to Estrada-Hinojosa & Company as provided in the Letter of Engagement (more specifically under page 4-section VI) and thus agree that only services provided and expenses incurred to the date of termination will be due and payable.**

Ms. Darlene Betancourt informed the Court that the Purchasing Department wished to terminate current contract.

On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote to approve items 19.A.6.a & b., with termination of current contract

**B. Pct. 1**

**1. AI-26357 Requesting authorization/approval to request proposals from awarded Job Order Contractors (through County's membership/participation in various cooperative purchasing programs/association, etc.) for the relocation & repairs of a Portable Building located on 1015 South to be moved to Mile 11 N & Mile 1 1/2 E. in Mercedes, TX, (Project #11-130-OGG) and Relocation & Repairs to WIC Clinic to move, re-level and repair at same location (Project # 11-098) from:**

**a. Herrera & Hunt Inc. and Alpha Building Corporation (awarded through Hidalgo County's membership/participation with Harris County Department of Education's JOC Program); and,**

**b. CAS Companies JOC thru TCPN Contract #R-5004 as approved on 05/24/10**

**so as to determine the best value under TX . Local Government Code 271.113.**

On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote to approve items 19.B.1.a & b.

**C. Facilities Management:**

**1. AI-26324 Acceptance and approval to award proposal (solicited due to the concerns detailed herein) from job order contractor, Alpha Building Corp. (awarded JOC through HCDE-Choice Facility Partners) in the amount of $ 11,255.83 (including the issuance of Purchase Order #656541) in order to address urgent and necessary solution for wind damages sustained that created an emergency circumstance under 262.024 (a)(1)(2) for the "Repair to North San Juan CRC Building Wall" meeting all specifications, as attached hereto, and pending issuance of notice to proceed (Project #2011-125-04-19-OGG).**

On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote of approval.

APPROVED

**AI-25099** **19.A.6.**

**Final Negotiated Contract for "Financial Advisory Services"**

**CC REGULAR**

**Date:** 04/26/2011

**Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department **Sub-category:** Hidalgo County

## Information

**CAPTION**

Consideration and action on the following items in connection with "RFP No: 2010-343-11-10-YZV-Financial Advisory Services so as to proceed in finalizing said project:

a. Acceptance and approval of Letter of Engagement (for a term of one year) which includes best and final offer with the firm of First Southwest with effective date of: April 28, 2011 or August 28, 2011 as determined under the following;

b. Action for Hidalgo County to opt to exercise the thirty (30) days' written Notice of Termination to Estrada-Hinojosa & Company as provided in the Letter of Engagement (more specifically under page 4-section VI) and thus agree that only services provided and expenses incurred to the date of termination will be due and payable.

**BACKGROUND**

Previously approved by Commissioners Court on January 25, 2011 for ranking and approval to proceed with the letter of engagement .

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Paid from the proceeds of the debt issued.

## Attachments

Link: Letter Of Engagement-FirstSouthwest

Link: Response to BAFO

Link: Estrada-Hinojosa Letter Of Engagement

Link: Acceptance Sheet-Participation Log

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 04/19/2011 02:00 PM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/19/2011 02:32 PM | APRV |
| 3 | Rosalinda Cantu | Rosie Cantu | 04/21/2011 04:38 PM | APRV |
| 4 | Auditor's Office | | 04/21/2011 05:36 PM | NEW |

Form Started By: Yolanda Velasquez Started On: 01/31/2011 01:00 PM

Final Approval Date: 04/21/2011

## FIRST AMENDMENT TO AGREEMENT FOR FINANCIAL ADVISORY SERVICES

### WITNESSETH:

**WHEREAS,** Hidalgo County, Texas (the "Issuer"), and First Southwest Company ("FSC"), previously entered into a certain Agreement for Financial Advisory Services, effective as of May 10, 2011 (the "Agreement"); and

**WHEREAS,** the Issuer and FSC desire to amend the Agreement to clarify and adjust the fees to be charged for the provision of such Financial Advisory Services.

**NOW THEREFORE,** the Issuer and FSC, in consideration of the mutual covenants and agreements contained in the Agreement and those set forth herein, do hereby agree to amend the Agreement as follows:

### AMENDMENTS

"Appendix A" attached to the Agreement shall be replaced in its entirety with the revised "Appendix A" attached hereto as Attachment A.

### MODIFICATIONS

The Agreement, except as amended by this First Amendment to Agreement for Financial Advisory Services, remains in effect in all other respects.

**IN WITNESS WHEREOF,** the parties have made and executed this Amendment in multiple copies, each of which shall be an original, effective as of June 19, 2012.

**FIRST SOUTHWEST COMPANY**

By: _____

Cris S.Vela
Vice President

**HIDALGO COUNTY**

By: _____

Name: Ramon Garcia

Title: County Judge

## ATTACHMENT A

## APPENDIX A

The fees due First Southwest Company will not exceed those contained in our customary fee schedule as listed below and are payable at closing for each series of bonds:

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Base | Fee - | Any | Issue | | | | $ 3,750 | | | |
| Plus | $ 6.25 | per | $1,000 | up to | $ 1,000,000 | or | $ 10,000 | for | $ 1,000,000 | Bonds |
| Plus | $ 3.50 | per | $1,000 | next | 1,500,000 | or | $15,250 | for | 2,500,000 | Bonds |
| Plus | $ 2.50 | per | $1,000 | next | 2,500,000 | or | $21,500 | for | 5,000,000 | Bonds |
| Plus | $ 2.00 | per | $1,000 | next | 5,000,000 | or | $31,500 | for | 10,000,000 | Bonds |
| Plus | $ 1.00 | per | $1,000 | next | 10,000,000 | or | $41,500 | for | 20,000,000 | Bonds |
| Plus | $ 0.75 | per | $1,000 | over | 20,000,000 | | | | | |

For any issue of Refunding Bonds and/or other Debt Instruments involving Escrow Agreements, it is understood and agreed that our fee will be the fee schedule set out above plus 10%.

The County shall be responsible for the following expenses, if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by FSC as reimbursable expenses. The County requires that supporting documentation be provided with any invoice or request for payment, unless specifically provided otherwise herein below.

Bond counsel
Bond ratings
Credit enhancement
CPA fees for refunding
Paying agent/registrar/trustee
Travel expenses
Underwriter and underwriters' counsel
Official statement printing
Official statement preparation, flat fee of $2,500 per issuance
Computer structuring, amount to be negotiated in advance and approved by Commissioner's Court prior to each issuance
Miscellaneous expenses, amount to be negotiated in advance and approved by Commissioner's Court prior to each issuance

*The payment of reimbursable expenses that FSC has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice therefore submitted by FSC.*

## Evangelina Garcia

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]
**Sent:** Thursday, May 31, 2012 11:57 AM
**To:** 'Evangelina Garcia'
**Subject:** FW: First Amendment to Agreement

---

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Thursday, May 31, 2012 7:39 AM
**To:** 'Martha Salazar'
**Subject:** RE: First Amendment to Agreement

That will work. 

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, May 30, 2012 5:02 PM
**To:** 'Steve Crain'
**Cc:** 'Evangelina Garcia'
**Subject:** FW: First Amendment to Agreement
**Importance:** High

Mr. Crain:
Revisions made. Please review and comment as to form.
Marty

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
**Sent:** Wednesday, May 30, 2012 3:33 PM
**To:** 'Martha Salazar'
**Subject:** RE: First Amendment to Agreement

Marty:
The revision has been made, please forward again to legal for review as to form.

Thank you

*Vangie Y. Garcia, Contract's Manager*
*2802 S. Business Hwy. 281*
*New Administration Building*
*Edinburg, Texas 78539*
*(956) 292-7000-Extension 4856*
*email: evangelina.garcia@co.hidalgo.tx.us*

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, May 30, 2012 2:53 PM
**To:** 'Evangelina Garcia'
**Subject:** FW: First Amendment to Agreement

---

**From:** Stephen L. Crain [mailto:scrain@atlashall.com]
**Sent:** Wednesday, May 30, 2012 2:47 PM
**To:** 'Martha Salazar'
**Subject:** First Amendment to Agreement

See the attached please make changes.

Thanks,
Marynel Trevino, Secretary for

Stephen L. Crain & Heather De La Garza
**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




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## Evangelina Garcia

**From:** Sergio Cruz [sergio.cruz@co.hidalgo.tx.us]
**Sent:** Friday, May 18, 2012 4:47 PM
**To:** Evangelina Garcia
**Cc:** martha.salazar@co.hidalgo.tx.us; ray.eufracio@auditor.co.hidalgo.tx.us; linda.fong@auditor.co.hidalgo.tx.us; dina.trevino@co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us
**Subject:** FW: Amendment to Hidalgo County FA Agreement
**Attachments:** Hidalgo County First Amendment to FA Agreement to revise Fees for Cris Vela_ May 2012.DOC

Vangie,

Attached is the proposed amendment to the County's FA Agreement. Can you please have legal review and facilitate placement on the agenda for Commissioners' Court approval. If a meeting is in order to discussed the proposed changes please advise.

Regards,

*Sergio Cruz*

**Hidalgo County Budget Officer**
Department of Budget & Management
2818 South Business Highway 281
Edinburg, TX 78539
(956) 292-7025 phone
(956) 292-7035 fax
sergio.cruz@co.hidalgo.tx.us

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**From:** Cris Vela [mailto:Cris.Vela@firstsw.com]
**Sent:** Friday, May 18, 2012 1:46 PM
**To:** 'sergio.cruz@co.hidalgo.tx.us'
**Subject:** Fw: Amendment to Hidalgo County FA Agreement

As discussed

---

**From:** Jorja Williams
**Sent:** Friday, May 18, 2012 01:29 PM
**To:** Cris Vela
**Subject:** Amendment to Hidalgo County FA Agreement

**APPROVED**

**AI-32654** **Purchasing Department** **41. A. 0.**
**CC REGULAR**
**Meeting Date:** 06/26/2012
**Department Head:** Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
**Department:** PURCHASING DEPT.

**Information**

**CAPTION**

Approval of "First Amendment" to Agreement #C-10-343-05-10 with First Southwest Company in connection to RFP No: 2010-343-11-10-YZV-Financial Advisory Services in order to clarify the fees as shown on Appendix A of current agreement and replace with the revised adjusted "Attachment A-Appendix A".

**BACKGROUND**

Agreement previously approved by Commissioners Court on April 26, 2011(AI#25099) with additional approval of clarification on May 10, 2011 ( AI#26446) on term of agreement.

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
Paid from the proceeds of the debt issued.

**Attachments**

Amendment
Contract

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/07/2012 02:27 PM |
| Budget & Management | Ivan Cantu | 06/07/2012 02:32 PM |
| Rosalinda Cantu | Rosie Cantu | 06/08/2012 11:57 AM |
| Purchasing Department | Marty Salazar | 06/07/2012 02:27 PM |
| Budget & Management | Ivan Cantu | 06/07/2012 02:32 PM |
| Rosalinda Cantu | Rosie Cantu | 06/08/2012 11:57 AM |
| Auditor's Office | | |

Form Started By: Vangie Garcia Started On: 05/31/2012 03:45 PM