



**CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
May 27, 2014
9:30 A.M.**

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

**NOTICE TO THE PUBLIC
CONSENT AGENDA**

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being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

- 2. 2014 Intradepartmental transfers:**
 - A. AI-44712 2014 - County Court #8 (1100)**
 - B. AI-44671 2014 - Co. Wide Adm (1100)**
 - C. AI-44521 2014 - Constable Pct. 3 (1284)**
 - D. AI-44584 2014 - C.C.L. 3 / Probate Court (1243)**
 - E. AI-44525 2014 - 430th District Court (1100)**
 - F. AI-44557 2014 - Elections (1100)**
 - G. AI-44589 2014 - Elections Dept. (1100)**
 - H. AI-44590 2014 - Facilities Management (1100)**
 - I. AI-44631 2014 - County Judge (1100)**

- J. AI-44635** 2014 - Purchasing Dept. (1100)
- K. AI-44537** 2014 - Tax Office (1100)
- L. AI-44593** 2014 - Elections Dept. (1100)
- M. AI-44608** 2014 - County Clerk (1100)
- N. AI-44489** 2014 - Health & Human Services Dept. / Adm (1100)
- O. AI-44559** 2014 - Health & Human Services Dept. / Clinics (1100)
- P. AI-44532** 2014 - Health & Human Services Dept. RLSS/LPHS (1293)
- Q. AI-44522** 2014 - Health & Human Services Dept. / T.B. Control (1293)
- R. AI-44693** 2014 - Pct. #1 R&B (1200)
- S. AI-44709** 2014 - Pct. #2 Parks (1100)
- T. AI-44699** 2014 - Pct. #2 CRC - Alamo (1100)
- U. AI-44698** 2014 - Pct. #2 CRC - San Juan (1100)
- V. AI-44650** 2014 - Pct. #3 Sanitation (1100)
- W. AI-44496** 2014 - Pct. #3 Parks (1100)
- X. AI-44675** 2014 - Pct #3 Rd. Maint. (1200)

3. 2014 Interdepartmental transfers:

- A. AI-44713** 1115 Waiver UC (1100):
Approval of 2014 interdepartmental transfer from various departments to 1115 Waiver UC in the total amount of \$2,329,939.57 for aid to nongovt expenditures.
- B. AI-44697** Pct1 Parks (1100):
Approval of 2014 interdepartmental transfer from Co Wide Adm.-Contingency to Pct1 Parks in the amount of \$12,110.40.
- C. AI-44690** Pct.1 R&B (1200):
Approval of 2014 interdepartmental transfer within R&B Fund 1200 from program (052) to program (005) in the amount of \$57,000.00.
- D. AI-44707** Various Pct 2 Project (1200):
Approval of 2014 interdepartmental transfer from Pct 2 Rd Maint to Various Pct 2 Projects in the amount of \$37,773.00 to fund project expenditures.

- E. **AI-44663** Public Defender (1100):
Approval of 2014 interdepartmental transfer from Co Wide Adm.-Contingency to Public Defender in the amount of \$2,199.00 for registration fees and dues & memberships expenditures.

4. **Interfund transfers:**

- A. **AI-44682** Pct. 4 Emergency Service-Linn-San Manuel (1301):
1. Approval of 2014 interfund transfer from CO2010 A&B (1342) to Pct. 4 Emergency Service-Linn-San Manuel (1301) in the amount of \$153,179.00.
2. Approval of 2014 interfund transfer from Sale Of Assets (1303) to Pct. 4 Emergency Service-Linn-San Manuel (1301) in the amount of \$462,570.00.
3. Approval of 2014 interfund transfer from various CO2010 A&B (1342) Pct. 4 projects to Pct. 4 Emergency Service-Linn-San Manuel (1301) in the amount of \$6,425.45.
- B. **AI-44708** Pct 2 TxDOT Dicker Rd (23rd-Jackson Rd)(1315):
Approval of 2014 interfund transfer from CO2006-Pct 2(1336) to Pct 2 TxDOT Dicker Road Project (1315) in the amount of \$24,000.00.

5. **Planning Department:**

- A. **AI-44640** 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

6. **Monthly Fee Reports:**

- A. **AI-44571** District Clerk:
Fee Report for the Month of April 2014 \$963,462.34

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

- A. **AI-44666** Right of Way:
* Agua Special Utility District:
1. The contractor proposes to install a 1" waterline with a 2" PVC casing and will bore 25 ft. across N. Brushline Rd. approximately 2360 feet north of Mile 7 Road.

8. **Tax Refunds:**

A. AI-44513	Account Number	Payer	Amount
	C2679.00.000.0001.00	MENASSA LLC	\$12,362.90
	D3800.04.000.0041.00	DREAMSHOWS INC	\$3,955.18
	L0250.99.021.0008.02	AUSTIN TRAFFIC SIGNAL CONST INC	\$7,565.49
	L4770.00.000.0002.00	CORELOGIC	\$3,628.78

B. AI-44515	Account Number	Payer	Amount
	H2550.01.002.0005.12	HAYDEE MCDONALD SIERRA	\$9,671.16

K2100.00.00C.0004.01	LONGHORN INTERNATIONAL	\$2,660.59
M1950.99.051.0012.08	LINEBARGER GOGGAN BLAIR & SAMPSON LLP	\$3,638.90
N7405.00.000.0070.00	FIRST AMERICAN TITLE COMPANY	\$2,537.63
S6442.00.000.0031.00	CORELOGIC	\$5,594.89

9. Membership Dues:

- A. **AI-44493** Auditors Office (1100):
Requesting approval to pay membership dues to the Association of Certified Fraud Examiners (ACFE) in the amount of \$150.00 (requisition #256905) for Maria Arcilia Duran, CPA, Director of Audit, with the authority for the County Treasurer to issue a check after review, audit, and processing procedures are completed by the County Auditor.
- B. **AI-44623** Sheriff's Dept. (1100):
Requesting approval of 2014 membership dues to the American Jail Association for Commander Daniel Garcia and Captain Belinda Madrigal in the amount of \$96.00. (Requisition #257285)
- C. **AI-44652** Approval to pay annual membership dues to Texas Association for Court administration for Pedro Lobato, Sylvia Reyes and Cecilia Paz, Court Coordinators and Bailiff for 139th District Court, in the amount of \$75.00 each with authority for county treasurer to issue check after review, audit and processing procedures are completed by county auditor. (Req# 257396)

10. Urban County:

- A. **AI-44535** Request for approval of one (1) applicant in the City of San Juan, one (1) applicant in the City of Donna, and three (3) applicants in the Countywide area under the Owner-Occupied Housing Rehabilitation Program.

11. Auditor's Office:

- A. **AI-44516** 1. Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Report for the Month of April 2014.

2. Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

12. Budget & Management:

- A. **AI-44611** Self-Funded (2202) Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of 05/01-15/2014 in the amount of \$38,983.60 and requesting approval of wire transfer.

- B. **AI-44670** Requesting approval to pay property taxes owed in the amount of \$25,292.61 (E2650-00-000-0001-00) in connection with the Ebony Plaza Lot 1 in the City of McAllen with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor.

13. **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-44492** Acceptance & approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:
1. Invoice No. 11324804- \$58,428.00 for "Liberty Road Project";
 2. Invoice No. 11324805- \$27,890.26 for "Mile 3";
 3. Invoice No. 11324806- \$34,662.50 for "FM 494-Shary Road Project";
 4. Invoice No. 11324807- \$19,004.00 for "Tom Gill/Liberty Rd Project";
 5. Invoice No. 11324818- \$ 3,668.00 for "La Homa ROW";
 6. Invoice No. 11324820- \$44,903.59 for "Mile 2-Moorfield Rd West to SH364"
 7. Invoice No. 11324821- \$30,077.81 for "Mile 2-North-Inspiration to Moorefield Rd";
- B. **AI-44519** Acceptance and approval of Invoice #11324802 in the amount of \$7,577.28 from L&G Consulting Engineers, Inc. contracted engineer for HCMPO Policy Meeting-C-13-225-07-09.
- C. **AI-44520** **CONSTABLE PCT. 3**
Requesting authority to enter into a new 36-month new (capital) lease copier for a Ricoh Aficio MP2553SP through our membership/participation with (DIR) Department of Information Resources awarded vendor, RICOH USA, INC. contract DIR-SDD-1674 through requisition #256653 in the total monthly payment of \$134.60, effective upon approval.
- D. **AI-44582** Acceptance and approval of payment of Invoice #2014-0053 in the amount of \$167,310.00 submitted by contracted architect, ERO Architects in connection with, "Schematic Design Phase for the New Hidalgo County Courthouse"C-13-122-07-17.

- E. **AI-44629** Acceptance and approval of Change Order No. 1 for an extension of sixty (60) additional days and no additional dollars to Contract No. C-13-072A-11-19 with Couric Enterprises, LLC dba Foremost Construction as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of a Community Resource Center in San Carlos" with authority for County Judge, or Court Member to execute document.
- F. **AI-44512** Requesting approval to exercise the ninety (90) day extension as provided under the current contract between Hidalgo County and CTC Distributing LTD for "Off Premises Storage, Records Management, Pick-up, Retrieval & Delivery Services", under the same rates, terms and conditions, so as to have no lapse in services while the procurement process is completed.
- G. **AI-44490** Requesting approval to exercise the **one (1) year** extension as stated in the current Contract# C-13-023-06-11 for the purposes of "**Purchase Removal & Related Services for Shredded & Recyclable Material**" (**on an as needed basis**) for Hidalgo County, under the same rates, terms and conditions with **MASTER FIBERS, INC.**, effective 07/13/14.

AI-44712

2014 Intradep. (line item) Transfer 2. A.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Judge R. Cantu Submitted By: Carlos Perez, COUNTY COURT #8

Department: COUNTY COURT #8

Information

CAPTION

2014 - County Court #8 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-412-00-028-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/23/14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/23/2014 02:24 PM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Carlos Perez		Started On: 05/23/2014 01:51 PM
	Final Approval Date: 05/23/2014	

DATE: 5.23.14

2014 Transfer



DEPARTMENT
HEAD: Judge Rolando Cantu

DEPARTMENT Department of Budget & Management for
NAME: County Court # 8

**ACCOUNT
NUMBER:** 4-1100-412-00-028-001-0-XXX

Contact Person: Carlos Perez

Ph#: (956) 292-7740 ext: 6682

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT DESCRIPTION	TO	OBJECT DESCRIPTION	AMOUNT
OBJECT CODE		OBJECT CODE		
890	Other	431	Repair and maintenance services-buildings and other structures	\$550.00
890	Other	439	Repair and maintenance services-other	\$1,050.00
TOTAL				\$ 1,600.00

REASON:
NEEDING TO ADD MONIES TO COVER EXPENSE FOR EQUIPMENT FOR COURTROOM

DEPARTMENT HEAD SIGNATURE

5.23.14
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44671

2014 Intradept. (line item) Transfer 2. B.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Sergio Cruz Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2014 - Co. Wide Adm (1100)

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 5/23/14

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/22/2014 04:58 PM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Merlen P. Munoz		Started On: 05/22/2014 03:43 PM
	Final Approval Date: 05/23/2014	

DATE: May 22, 2014

DEPARTMENT HEAD: Sergio Cruz

AI - 44671



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

ACCOUNT NUMBER: 4-1100-415-00-115-002-0-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
899	Contingency	851	Taxes	25,292.61
TOTAL				25,292.61

REASON: To pay pending 2012 property taxes to City of McAllen and Hidalgo County for property purchased in 2012. (Ebony Plaza Lot 1)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-44521

2014 Intradep. (line item) Transfer 2. C.

CC CONSENT

Meeting Date: 05/27/2014

Submitted By: Raquel Ramos,
CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

2014 - Constable Pct. 3 (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: See Below

ACCT. #: 4-1284-421-00-293-047-5-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

FUNDS AVAILABLE AS OF 5/23/2014.

Attachments

REVISED

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/14/2014 09:49 AM
Obdett Calzada	Obdett Calzada	05/23/2014 09:08 AM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Raquel Ramos		Started On: 05/14/2014 09:06 AM
	Final Approval Date: 05/23/2014	

AI-44584

2014 Intradep. (line item) Transfer 2. D.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Judge Homer
Garza, Probate
Court

Submitted By:

Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2014 - C.C.L. 3 / Probate Court (1243)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1243-412-00-023-002-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/16/14.

Attachments

lit

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
05/16/2014 03:21 PM
05/23/2014 03:19 PM
Started On: 05/16/2014 01:06 PM

Form Started By: Ana Galvan

Final Approval Date: 05/23/2014

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: May 16, 2014

DEPARTMENT Sergio Cruz, Budget Officer
HEAD:

DEPARTMENT NAME: Dept. of Budget & Management for Probate Court

**ACCOUNT
NUMBER:** 4-1243-412-00-023-002-0-XXX

SUBJECT: Intradepartmental transfer(s)



Contact: Ana Galvan
Ph#: 956-292-7025

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
831	Probate Court Costs	745	Computer Equipment	\$ 1,000.00
665	Minor Computer Equipment	745	Computer Equipment	\$ 1,900.00
TOTAL				\$ 2,900.00

REASON: Funds are needed to purchase computers.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-44525

2014 Intradep. (line item) Transfer 2. E.

CC CONSENT

Meeting Date: 05/27/2014

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

2014 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-412-00-010-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/16/14.

Attachments

lit

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
05/14/2014 11:52 AM
05/23/2014 03:19 PM
Started On: 05/14/2014 09:55 AM

Form Started By: Ana Galvan

Final Approval Date: 05/23/2014

INTRADEPARTMENTAL TRANSFER REQUEST



DATE: May 14, 2014

DEPARTMENT Sergio Cruz, Budget Officer
 HEAD: _____

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

ACCOUNT -0-
 NUMBER: 4-1100-412-00-010-001-XXX

SUBJECT: Intradepartmental transfer(s)

Contact: Ana Galvan
 Ph#: 956-292-7025

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
890	Other	601	Office & Computer Supplies	\$ 2,000.00
890	Other	780	Capital Leases	\$ 373.69
664	Other Minor Equipment	780	Capital Leases	\$ 696.31
664	Other Minor Equipment	531	Telephone & Telegraph	\$ 4.61
535	Postage & Express Mail Charges	531	Telephone & Telegraph	\$ 57.39
535	Postage & Express Mail Charges	432	Equip & Vehicle R & M Services	\$ 215.00
TOTAL				\$ 3,347.00

REASON: Monies is needed in accounts to fund expenditures in above mentioned object codes.

 DEPARTMENT HEAD SIGNATURE

 APPROVED COMMISSIONERS' COURT

 / /
 DATE

 ATTEST COUNTY CLERK

AI-44557

2014 Intradep. (line item) Transfer 2. F.

CC CONSENT

Meeting Date: 05/27/2014

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

Department: ELECTIONS DEPT.

Information

CAPTION

2014 - Elections (1100)

BACKGROUND

Elections LIT

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-414-00-130-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/16/14.

Attachments

515LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/15/2014 03:42 PM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Rosie Diaz		Started On: 05/15/2014 03:29 PM
	Final Approval Date: 05/23/2014	

AI-44589

2014 Intradep. (line item) Transfer 2. G.

CC CONSENT

Meeting Date: 05/27/2014

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

Department: ELECTIONS DEPT.

Information

CAPTION

2014 - Elections Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-414-00-130-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/20/14.

Attachments

Elections LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/16/2014 03:45 PM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Melanie Esparza		Started On: 05/16/2014 01:57 PM
	Final Approval Date: 05/23/2014	

AI-44590

2014 Intradep. (line item) Transfer 2. H.

CC CONSENT

Meeting Date: 05/27/2014

Submitted By: Glinda Pacheco,
BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2014 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-419-40-220-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funds available as of 5/16/13.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
05/16/2014 03:45 PM
05/23/2014 03:19 PM
Started On: 05/16/2014 02:16 PM

Form Started By: Glinda Pacheco

Final Approval Date: 05/23/2014

ATTEST COUNTY CLERK

AI-44631

2014 Intradep. (line item) Transfer 2. I.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Jaime Longoria

Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2014 - County Judge (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-413-00-110-006-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/20/14.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
05/20/2014 03:26 PM
05/23/2014 03:19 PM
Started On: 05/20/2014 03:18 PM

Form Started By: SANDRA DELEON

Final Approval Date: 05/23/2014

ATTEST COUNTY CLERK

AI-44635

2014 Intradep. (line item) Transfer 2. J.

CC CONSENT

Meeting Date: 05/27/2014

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2014 - Purchasing Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-415-18-160-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/23/14.

Attachments

line item

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/22/2014 10:06 AM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Nielda Cavazos		Started On: 05/20/2014 04:21 PM
	Final Approval Date: 05/23/2014	

AI-44537

2014 Intradep. (line item) Transfer 2. K.

CC CONSENT

Meeting Date: 05/27/2014

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 5/16/14.

Attachments

transfer

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
05/16/2014 10:15 AM
05/23/2014 03:19 PM
Started On: 05/14/2014 03:02 PM

Form Started By: Mary Garcia

Final Approval Date: 05/23/2014

ATTEST COUNTY CLERK

AI-44593

2014 Intradep. (line item) Transfer 2. L.

CC CONSENT

Meeting Date: 05/27/2014

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

Department: ELECTIONS DEPT.

Information

CAPTION

2014 - Elections Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-414-00-130-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/20/14.

Attachments

Elections LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/16/2014 03:48 PM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Melanie Esparza		Started On: 05/16/2014 03:06 PM
	Final Approval Date: 05/23/2014	

AI-44608

2014 Intradep. (line item) Transfer 2. M.

CC CONSENT

Meeting Date: 05/27/2014

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 5/21/14.

Attachments

AI-44608 LIT

Form Review

Inbox
Budget & Management
Purchasing Department

Reviewed By
Debbie Tamez
Monica Badillo

Date
05/21/2014 10:09 AM
05/23/2014 03:19 PM
Started On: 05/19/2014 02:42 PM

Form Started By: Priscilla Torres

Final Approval Date: 05/23/2014

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
339	CO CLERK - OTHER PROF. SERVICES	534	CO.CLERK-INTERNET SERVICES.	\$930.00
			TOTAL	\$930.00

REASON: To pay for up coming needed expenses.


DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE _____

ATTEST COUNTY CLERK

AI-44489

2014 Intradep. (line item) Transfer 2. N.

CC CONSENT

Meeting Date: 05/27/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2014 - Health & Human Services Dept. / Adm (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-441-00-340-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funds available as of 5/16/14.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
05/13/2014 04:10 PM
05/23/2014 03:19 PM
Started On: 05/12/2014 01:47 PM

Form Started By: Mike Escaname

Final Approval Date: 05/23/2014

Date: May 12, 2014
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 4-1100-441-00-340-001-0 Administration
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
4-1100-441-00-340-001-0-550	HEALTH ADM-PRINTING & BINDING	4-1100-441-00-340-001-0-748	HEALTH ADM-OTHER EQUIPMENT	\$ 1,275.00
4-1100-441-00-340-001-0-550	HEALTH ADM-PRINTING & BINDING	4-1100-441-00-340-001-0-664	HEALTH ADM-OTHER MINOR EQUIPMENT	\$ 2,040.87
4-1100-441-00-340-001-0-605	HEALTH ADM-CLOTHING & UNIFORMS	4-1100-441-00-340-001-0-664	HEALTH ADM-OTHER MINOR EQUIPMENT	\$ 550.00
4-1100-441-00-340-001-0-605	HEALTH ADM-CLOTHING & UNIFORMS	4-1100-441-00-340-001-0-601	HEALTH ADM-OFFICE & COMPUTER SUPPLIES	\$ 350.00
Amount				\$ 4,215.87

Revenue Account

Amount Requested: \$ 4,215.87

Reason: Funds needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-44559

2014 Intradep. (line item) Transfer 2. O.

CC CONSENT

Meeting Date: 05/27/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2014 - Health & Human Services Dept. / Clinics (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-441-00-340-003-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funds available as of 5/20/14.

Attachments

lit

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
05/15/2014 04:52 PM
05/23/2014 03:19 PM
Started On: 05/15/2014 04:10 PM

Form Started By: Mike Escaname

Final Approval Date: 05/23/2014

Date: May 15, 2014
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 4-1100-441-00-340-003-0 CLINICS
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
4-1100-441-00-340-003-0-601	HEALTH CLINICS-OFFICE & COMPUTER SUPPL	4-1100-441-00-340-003-0-748	HEALTH CLINICS-OTHER EQUIPMENT	\$ 1,200.00
4-1100-441-00-340-003-0-601	HEALTH CLINICS-OFFICE & COMPUTER SUPPL	4-1100-441-00-340-003-0-747	HEALTH CLINICS-SOFTWARE	\$ 1,600.00
Amount				\$ 2,800.00

Revenue Account

Amount Requested: \$ 2,800.00

Reason: Funds need to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-44532

2014 Intradep. (line item) Transfer 2. P.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Eddie Olivarez

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2014 - Health & Human Services Dept. RLSS/LPHS (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1293-441-00-340-006-4-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funds available as of 5/20/14.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
05/14/2014 02:01 PM
05/23/2014 03:19 PM
Started On: 05/14/2014 01:33 PM

Form Started By: Mike Escaname

Final Approval Date: 05/23/2014

Reason: Line item transfer needed to cover anticipated expenditures.

AI-44522

2014 Intradep. (line item) Transfer 2. Q.

CC CONSENT

Meeting Date: 05/27/2014

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 5/20/14.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/14/2014 10:03 AM
Purchasing Department	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Mike Escaname		Started On: 05/14/2014 09:32 AM
	Final Approval Date: 05/23/2014	

Date: May 14, 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
Amount				\$ 1,500.00

Revenue Account
 Amount Requested: \$ 1,500.00

Reason: Line item transfer needed to cover anticipated expenditure.

 DEPARTMENT HEAD SIGNATURE

 APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-44693

2014 Intradep. (line item) Transfer 2. R.

CC CONSENT

Meeting Date: 05/27/2014

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

Department: COMM. PCT. #1

Information

CAPTION

2014 - Pct. #1 R&B (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 as of 5/23/14.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
05/23/2014 09:37 AM
05/23/2014 03:19 PM
Started On: 05/23/2014 08:50 AM

Form Started By: Katia Garcia

Final Approval Date: 05/23/2014

DATE: May 23, 2014

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

2014

Transfer

AI-44693



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		TO		
OBJECT CODE	OBJECT DESCRIPTION	OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
442	EQUIP & VEHICLE RENTALS	609	AGRI & LANDSCAPING SUPPLIES	\$500.00
TOTAL				\$500.00

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44709

2014 Intradep. (line item) Transfer 2. S.

CC CONSENT

Meeting Date: 05/27/2014

Submitted By: Angela Garcia, 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?:

BUDGETARY IMPACT:

Funds available as of 5/23/14.

Attachments

lit

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
05/23/2014 01:07 PM
05/23/2014 03:19 PM
Started On: 05/23/2014 12:26 PM

Form Started By: Angela Garcia

Final Approval Date: 05/23/2014

INTRADEPARTMENTAL TRANSFER

DATE: May 23, 2014

DEPARTMENT HEAD: Comm. H. Palacios

DEPARTMENT NAME: Pct. 2 PARKS

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
890	OTHER	601	OFFICE & COMP. SUPPLIES	\$60.00
			TOTAL	\$60.00

REASON: SUPPLIES FOR LAS MILPAS POOL

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44699

2014 Intradept. (line item) Transfer 2. T.

CC CONSENT

Meeting Date: 05/27/2014

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

Department: COMM. PCT. #2

Information

CAPTION

2014 - Pct. #2 CRC - Alamo (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-466-00-122-082-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/23/14.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
05/23/2014 11:13 AM
05/23/2014 03:19 PM
Started On: 05/23/2014 10:44 AM

Form Started By: Angela Garcia

Final Approval Date: 05/23/2014

INTRADEPARTMENTAL TRANSFER

DATE: May 23, 2014

DEPARTMENT HEAD: Comm. H. Palacios

DEPARTMENT NAME: Pct. 2 CRC - ALAMO

ACCOUNT NUMBER: 4-1100-466-00-122-082-0-XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
665	MINOR COMP. EQUIP.	604	MEDICAL & LAB SUPPLIES	\$60.00
			TOTAL	\$60.00

REASON: SERVICE FIRST AID KIT

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44698

2014 Intradep. (line item) Transfer 2. U.

CC CONSENT

Meeting Date: 05/27/2014

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

Department: COMM. PCT. #2

Information

CAPTION

2014 - Pct. #2 CRC - San Juan (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-466-00-122-018-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/23/14.

Attachments

lit

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
05/23/2014 11:04 AM
05/23/2014 03:19 PM
Started On: 05/23/2014 10:42 AM

Form Started By: Angela Garcia

Final Approval Date: 05/23/2014

INTRADEPARTMENTAL TRANSFER

DATE: May 23, 2014

DEPARTMENT HEAD: Comm. H. Palacios

DEPARTMENT NAME: Pct. 2 CRC - SAN JUAN

ACCOUNT NUMBER: 4-1100-466-00-122-018-0-XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
890	OTHER	604	MEDICAL & LAB SUPPLIES	\$60.00
			TOTAL	\$60.00

REASON: SERVICE FIRST AID KIT

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44650

2014 Intradep. (line item) Transfer 2. V.

CC CONSENT

Meeting Date: 05/27/2014

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

Department: COMM. PCT. #3

Information

CAPTION

2014 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-432-00-123-001-0-xx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/22/14

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/22/2014 11:18 AM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Norma Ceballos		Started On: 05/21/2014 03:50 PM
	Final Approval Date: 05/23/2014	

INTRA-DEPARTMENTAL TRANSFER

DATE: May 21, 2014

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 4-1100-432-00-123-001-0

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
334	Pct #3 Sanitation - Arch & Eng. Services	432	Pct #3 Sanitation-Equip & Veh. R&M Srv	\$ 10,000.00
TOTAL				\$ 10,000.00

REASON: Reclassify purchase order and for Auditors to issue payment.

DEPARTMENT HEAD SIGNATURE _____

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44496

2014 Intradep. (line item) Transfer 2. W.

CC CONSENT

Meeting Date: 05/27/2014

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

Department: COMM. PCT. #3

Information

CAPTION

2014 - Pct. #3 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-452-00-123-008-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/16/14.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
05/13/2014 04:47 PM
05/23/2014 03:19 PM
Started On: 05/12/2014 04:31 PM

Form Started By: Norma Ceballos

Final Approval Date: 05/23/2014

INTRA-DEPARTMENTAL TRANSFER

DATE: May 12, 2014

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 4-1100-452-00-123-008-0-

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME
739	Pct #3-Parks- Other Structures	664	Pct #3-Parks- Other Minor Equipment
TOTAL			

REASON: Expected Expenses.

DEPARTMENT HEAD SIGNATURE

CC I

APPROVED COMMISSIONERS' COURT

ATTEST COL

INTRA-DEPARTMENTAL TRANSFER

it Code,

AMOUNT	
\$	2,000.00
\$	2,000.00

DATE _____

UNTY CLERK

AI-44675

2014 Intradep. (line item) Transfer 2. X.

CC CONSENT

Meeting Date: 05/27/2014

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

Department: COMM. PCT. #3

Information

CAPTION

2014 - Pct #3 Rd. Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1200-431-00-123-005-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/23/14.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
05/22/2014 05:08 PM
05/23/2014 03:19 PM
Started On: 05/22/2014 03:46 PM

Form Started By: Norma Ceballos

Final Approval Date: 05/23/2014

INTRA-DEPARTMENTAL TRANSFER

DATE: 05/21/14

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 4-1200-431-00-123-005-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	Pct3 Rd. Maint-Other	333	Pct3 Rd. Maint-Legal Services	\$ 1,000.00
890	Pct3 Rd. Maint-Other	346	Pct3 Rd. Maint-Hauling & Freight Services	\$ 400.00
TOTAL				\$ 1,400.00

REASON: Expected expenditures

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-44713

2014 Interdepartmental Transfers 3. A.

CC CONSENT

Meeting Date: 05/27/2014

Submitted By: Patricia Ramos, BUDGET
& MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1115 Waiver UC (1100):
Approval of 2014 interdepartmental transfer from various departments to 1115 Waiver UC in the total amount of \$2,329,939.57 for aid to nongovt expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-412-30-115-016-0-333

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 5/23/14.

FISCAL YEAR: 2014

ACCT. #: 4-1100-412-30-115-083-0-333

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 5/23/14.

FISCAL YEAR: 2014

ACCT. #: 4-1100-415-00-115-002-0-622

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 5/23/14.

FISCAL YEAR: 2014

ACCT. #: 4-1100-415-00-115-002-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 5/23/14.

Attachments

Transfer

Form Review

Inbox

Budget & Management
Glinda Pacheco

Reviewed By

Debbie Tamez
Glinda Pacheco

Date

05/23/2014 02:23 PM
05/23/2014 03:03 PM

Auditor's Office

Monica Badillo

05/23/2014 03:19 PM

Form Started By: Patricia Ramos

Started On: 05/23/2014 02:06 PM

Final Approval Date: 05/23/2014

DATE: May 23, 2014

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for 1115
Waiver UC

ACCOUNT NUMBER: 4-1100-4XX-X0-XXX-0XX-0-XXX

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

2014

Transfer

AI-44713



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		
4-1100-412-30-115-016-0- 333	PUBLIC DEFENSE- LEGAL SERVICES	(729,939.57)
4-1100-412-30-115-083-0- 333	CHILD WELFARE DEFENSE- LEGAL SERVICES	(200,000.00)
4-1100-415-00-115-002-0- 622	CO WIDE ADM- ELECTRICITY	(400,000.00)
4-1100-415-00-115-002-0- 890	CO WIDE ADM- OTHER	(1,000,000.00)
TO		
4-1100-444-00-240-004-0- 843	1115 WAIVER UC- AID TO NONGOVT	2,329,939.57
TOTAL BUDGET INCREASE (DECREASE)		\$ -

REASON: Transfers needed to make up the shortage of funds to comply with the 9 million contribution that the county has with the
Health Care Clinical Services 1115 Waiver UC.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-44697

2014 Interdepartmental Transfers 3. B.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Pct1 Parks

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct1 Parks (1100):

Approval of 2014 interdepartmental transfer from Co Wide Adm.-Contingency to Pct1 Parks in the amount of \$12,110.40.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

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

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/23/14.

Attachments

Transfer

Form Review

Inbox
Budget & Management
Obdett Calzada
Auditor's Office

Reviewed By
Debbie Tamez
Obdett Calzada
Monica Badillo

Date
05/23/2014 10:58 AM
05/23/2014 11:09 AM
05/23/2014 03:19 PM
Started On: 05/23/2014 10:42 AM

Form Started By: Patricia Ramos

Final Approval Date: 05/23/2014

DATE: May 23, 2014

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct1
Parks

ACCOUNT NUMBER: 4-1100-4XX-00-1XX-0XX-0-XXX

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

2014

Transfer

AI-44697



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	(12,110.40)
TO		
4-1100-452-00-121-013-0- 350	PCT1 PARKS- OTHER SERVICES	10,829.71
4-1100-452-00-121-013-0- 609	PCT1 PARKS- AGRI & LANDSCAPING SUPPL	675.00
4-1100-452-00-121-013-0- 619	PCT1 PARKS- OTHER MISC SUPPLIES	124.65
4-1100-452-00-121-013-0- 679	PCT1 PARKS- OTHER R&M SUPPLIES	108.99
4-1100-452-00-121-013-0- 550	PCT1 PARKS- PRINTING & BINDING	372.05
TOTAL BUDGET INCREASE (DECREASE)		\$ (0.00)

REASON: To fund account so requisitions pending can be entered.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-44690

2014 Interdepartmental Transfers 3. C.

CC CONSENT

Meeting Date: 05/27/2014

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 (005) in the amount of \$57,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

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

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 5/23/14.

Attachments

INTERDEPT TRF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/23/2014 09:18 AM
Glinda Pacheco	Glinda Pacheco	05/23/2014 09:47 AM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Katia Garcia		Started On: 05/23/2014 07:59 AM
	Final Approval Date: 05/23/2014	

ATTEST COUNTY CLERK

AI-44707

2014 Interdepartmental Transfers 3. D.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Commissioner
Hector Palacios

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

Department: COMM. PCT. #2

Information

CAPTION

Various Pct 2 Project (1200):

Approval of 2014 interdepartmental transfer from Pct 2 Rd Maint to Various Pct 2 Projects in the amount of \$37,773.00 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1200-431-00-122-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 5/27/14.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	05/23/2014 01:16 PM
Budget & Management	Debbie Tamez	05/23/2014 01:17 PM
Glinda Pacheco	Glinda Pacheco	05/23/2014 01:32 PM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Erika Zamora		Started On: 05/23/2014 11:48 AM
	Final Approval Date: 05/23/2014	

DATE: May 27, 2014

DEPARTMENT HEAD: Raul Silguero

2014
Interdepartmental Transfer



DEPARTMENT NAME: Hidalgo County Precinct No.2- Various Projects

AI # 44707

ACCOUNT NUMBER: 4-1200-431-00-122-0XX-0-XXX

CONTACT PERSON: Erika Zamora PHONE: (956) 787-1891 Ext. 2015

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:				
4-1200-431-00-122-006-0	890	Pct 2 Rd Maint	Other	(37,773.00)
TO:				
4-1200-431-00-122-027-0-	711	Pct 2 Tower Rd(Moore-Balli)	ROW	19,200.00
4-1200-431-00-122-097-0-	731	Pct 2 Owassa Rd (Cesar Chavez-Alamo)	Roads	18,573.00
TOTAL BUDGET INCREASE (DECREASE)				-

REASON: To fund work authorization #4 with R. Gutierrez and Acquisition cost for Tower Rd Project.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-44663

2014 Interdepartmental Transfers 3. E.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Public Defender Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Public Defender (1100):

Approval of 2014 interdepartmental transfer from Co Wide Adm.-Contingency to Public Defender in the amount of \$2,199.00 for registration fees and dues & memberships expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

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

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/23/14.

Attachments

TRANSFER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/22/2014 01:36 PM
Obdett Calzada	Obdett Calzada	05/23/2014 09:51 AM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Patricia Ramos		Started On: 05/22/2014 11:56 AM
	Final Approval Date: 05/23/2014	

DATE: May 22, 2014

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Public Defender

ACCOUNT NUMBER: 4-1100-41X-X0-XXX-00X-0-XXX

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

2014

Transfer

AI-44663



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	(2,199.00)
TO		
4-1100-412-30-085-003-0- 584	PUBLIC DEFENDER- REGISTRATION FEES	305.00
4-1100-412-30-085-003-0- 810	PUBLIC DEFENDER- DUES & MEMBERSHIPS	1,894.00
TOTAL BUDGET INCREASE (DECREASE)		\$ -

REASON: To pay TCDLA membership for Jose Luis Bravo, State Bar of Texas memberships for Christina Lee Conway, Carisa Rivera, Gina Vela, Lawrence Esparza, Sofia Kamal, Nereida Lopez, Roberto Colegio, Jose Luis Bravo and Jaime Eduardo Gonzalez & the reimbursement of CLE Registration for Lawrence Esparza.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-44682

Interfund Transfers 4. A.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Sergio Cruz

Submitted By: Sylvia Solis, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 4 Emergency Service-Linn-San Manuel (1301):

1. Approval of 2014 interfund transfer from CO2010 A&B (1342) to Pct. 4 Emergency Service-Linn-San Manuel (1301) in the amount of \$153,179.00.
2. Approval of 2014 interfund transfer from Sale Of Assets (1303) to Pct. 4 Emergency Service-Linn-San Manuel (1301) in the amount of \$462,570.00.
3. Approval of 2014 interfund transfer from various CO2010 A&B (1342) Pct. 4 projects to Pct. 4 Emergency Service-Linn-San Manuel (1301) in the amount of \$6,425.45.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-130X-4XX-XX-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available in 1342 fund balance as of 05/22/2014.

FISCAL YEAR: 2014

ACCT. #: 4-130X-XXX-XX-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available in 1303 fund balance as of 05/22/2014.

FISCAL YEAR: 2014

ACCT. #: 4-13XX-4XX-X0-124--XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/22/2014.

Attachments

Interfunds

Form Review

Inbox
Sylvia Solis (Originator)
Budget & Management
Glinda Pacheco
Auditor's Office

Reviewed By
Sylvia Solis
Debbie Tamez
Glinda Pacheco
Monica Badillo

Date
05/23/2014 10:15 AM
05/23/2014 10:39 AM
05/23/2014 11:29 AM
05/23/2014 03:19 PM

Form Started By: Sylvia Solis

Started On: 05/22/2014 04:04 PM

Final Approval Date: 05/23/2014

DATE: May 22, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2014

Transfer



DEPARTMENT NAME: Budget & Management for
Pct4 Linn-San Manuel Emergency Services Facility

ACCOUNT NUMBER: 4-1301-419-40-124-136-0-720

CONTACT PERSON: Sylvia Solis

PHONE: 956-292-7025 x.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		
4-1342-491-01-000-301-0- 891	TRANSFERS OUT-CAPITAL OUTLAYS	153,179.00
TO		
4-1301-391-01-000-342-0- 000	TRANSFERS IN-CERT OF OBLIG, 2010A&B	153,179.00
4-1301-419-40-124-136-0- 720	PCT4 EMERGENCY SRVC-LINN-SAN MANUEL-BLDG	153,179.00
TOTAL BUDGET INCREASE (DECREASE)		153,179.00

DATE: May 22, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2014

Transfer



DEPARTMENT NAME: Budget & Management for
Pct4 Linn-San Manuel Emergency Services Facility

ACCOUNT NUMBER: 4-1301-419-40-124-136-0-720

CONTACT PERSON: Sylvia Solis **PHONE:** 956-292-7025 x.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		
4-1303-491-01-000-301-0- 891	TRANSFERS OUT-CAPITAL OUTLAYS	462,570.00
TO		
4-1301-391-01-000-303-0- 000	TRANSFER IN-SOA-CERT OF OBLIG	462,570.00
4-1301-419-40-124-136-0- 720	PCT4 EMERGENCY SRVC-LINN-SAN MANUEL-BLDG	462,570.00
TOTAL BUDGET INCREASE (DECREASE)		462,570.00

REASON: Interfund transfer from the Sale of Assets (Dickerson/Aguilar) for the Linn-San Manuel Fire Station project for anticipated construction expenditures.

DATE: May 22, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2014
Transfer



DEPARTMENT NAME: Budget & Management for
Pct4 Linn-San Manuel Emergency Services Facility

ACCOUNT NUMBER: 4-1301-419-40-124-136-0-720

CONTACT PERSON: Sylvia Solis

PHONE: 956-292-7025 x.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		
4-1342-431-00-124-036-0-890	CO2010A&B-PCT4 DRAIN IMPROV-OTHE	(1,621.43)
4-1342-431-00-124-048-0-733	CO2010A&B-PCT4 DICKERSON POND-DRAINAGE D	(2,215.49)
4-1342-431-00-124-049-0-733	CO2010A&B-PCT4 NORTH BRANCH DRAIN-DRAINAGE D	(648.53)
4-1342-431-00-124-051-0-733	CO2010A&B-PCT4 SCHUNIOR DRAIN-DRAINAGE D	(1,940.00)
4-1342-491-01-000-301-0-891	TRANSFERS OUT-CAPITAL OUTLAYS	6,425.45
TO		
4-1301-391-01-000-342-0-000	TRANSFERS IN-CERT OF OBLIG, 2010A&B	6,425.45
4-1301-419-40-124-136-0-720	PCT4 EMERGENCY SRVC-LINN-SAN MANUEL-BLDG	6,425.45
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **Interfund transfer needed for anticipated construction expenditures related to the Linn-San Manuel Emergency Services building project.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-44708

Interfund Transfers 4. B.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Commissioner Hector Palacios

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

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 TxDOT Dicker Rd (23rd-Jackson Rd)(1315):

Approval of 2014 interfund transfer from CO2006-Pct 2(1336) to Pct 2 TxDOT Dicker Road Project (1315) in the amount of \$24,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-13XX-431-00-122-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 5/23/14.

Attachments

Interfund Transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	05/23/2014 01:30 PM
Budget & Management	Debbie Tamez	05/23/2014 01:37 PM
Manuel Chapa	Manuel Chapa	05/23/2014 02:07 PM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Erika Zamora		Started On: 05/23/2014 11:55 AM
	Final Approval Date: 05/23/2014	

DATE: May 27, 2014

DEPARTMENT HEAD: Commissioner Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct 2
Pct 2 TxDOT Dicker Rd(23rd St-Jackson Rd)

ACCOUNT NUMBER: 4-13XX-XX1-0X-XXX-XXX-0-XXX

CONTACT PERSON: Erika Zamora PHONE: (956) 787-1891 ext. 2015

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
4-1336-431-00-122-030-0- 742	CO2006-Pct 2 Heavy Equipment	(24,000.00)
4-1336-491-01-000-315-0- 891	Transfers Out- TxDot Projects	24,000.00
4-1315-391-01-000-336-0- 000	Transfers In- Cert of Oblig, 2006	24,000.00
4-1315-431-00-122-062-0- 841	TxDOT-Dicker Rd(23rd St-Jackson Rd) Aid to Govt Agency	24,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Interfund transfer from Pct 2 CO's 2006 to Pct 2 TxDot Dicker Rd Project to fund road project expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-44640

Planning Department 5. A.

CC CONSENT

Meeting Date: 05/27/2014

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 05-27-14

Pct 2 & 4 Cert Plat & Utility Status 05-27-14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/22/2014 11:25 AM
Manuel Chapa	Manuel Chapa	05/22/2014 01:38 PM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Irma Castillo		Started On: 05/21/2014 10:49 AM
	Final Approval Date: 05/23/2014	

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	JUAN FLORENCIO	1-11294
2.	GRACIE MORENO	1-11280
3.	IRMA AGUILAR	1-11272
4.	JORGE TORRES	1-11285
	COMM. COURT: MAY 27, 2014	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct ① 2 3 4

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

Application No: 1-11294

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 Florencio

Address: 1311 onah st
Alamo TX 78516

Phone: (956) 532-9447

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

Water Supplier: NAWSC

Utility Provider: ☐ J.M.V.E.C. ☐ AEP

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

regarding the land described as:

Pecan Valley Est. U#1 lot #8

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

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

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

(Date approved 4/12/05);

(verified by Gilbert Ruiner);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 1 2 3 4

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

Application No: 1-11294

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 Florencio

Address: 1311 Quahi St. Alamo TX 78516

Phone: (956) 532-9447

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

Pecan Valley Est. ^{at #1} lot # 8

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 Florencio
Requesting Party (Signature)

5/20/14
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:

5/21/14
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-11294

May. 19, 2014

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

P5320-01-000-0008-00

[1] OWNER: GUZMAN, LEONEL, Jr.
PECAN VALLEY ESTATES
115 S PECAN
DONNA TX 78537-9381

[7] LEGAL DESC./NAME OF SUBDIVISION
PECAN VALLEY ESTATES UT 1 LOT
8

Telephone No.

LOCATION: 115 S PECAN BLVD

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: META

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

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

[5] SIZE OF STRUCTURE: 240 Sq. Ft.

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

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

Special Conditions: No construction allowed over any easements.

MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATION

SETBACK FRONT:50' REAR:35' SIDES:6'

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

**FOR COUNTY USE ONLY
APPLICATION FEES**

OTHER _____

TOTAL AMOUNT \$30.00

Light [X]

Water [X]

Flood Zone: NO

Panel No. /Suffix: 04522

Pct: 0

Community No.: 480334

Certification of Elevation

Required: ☐ YES ☐ NO ☐ BFE

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

Prepared by

Date

Approved by

Date

Signature of Owner or Applicant

Date

[NOTICE]

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

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRICK 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.

WARRANTY DEED

2484913

With Vendor's Lien

Date: January 1, 2014

Grantor: JOHN W. RABE MANAGEMENT TRUST

Grantor's Mailing Address (including county): P. O. Box 501
La Blanca, Texas 78558
County of Hidalgo, Texas

Grantee: JUAN FLORENCIO

Grantee's Mailing Address (including county): Rt. 1 Box 2692
Donna, TX 78537
County of Hidalgo, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of TWENTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$21,500.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to DAVID CROOK, Trustee.

Property (including any improvements):

Lot 8, Pecan Village Subdivision Phase I, Hidalgo County, Texas, according to subdivision plat recorded in Volume 47, Pages 179, 180 and 181, Map Records of Hidalgo County, Texas; SAVE AND EXCEPT all oil, gas and other minerals in and under said land.

Reservations from and Exceptions to Conveyance and Warranty:

1. Pecan Village Subdivision Phase I Building Restrictions recorded as Document No. 1468617 in the Official Records of Hidalgo County, Texas, and building restrictions shown on recorded subdivision plat.
2. Reservations of all mineral interest by predecessors in title.
3. Taxes for the current year and subsequent years.
4. Easements and reservations shown on recorded subdivision plat and dedication.
5. Subdivision platting regulations of Hidalgo County and building and zoning ordinances of any city having extra-territorial jurisdiction over the property.

6. Easements, liens, rights, rules and regulations of Donna Irrigation District Hidalgo County No. 1.
7. Easement grants of record in Hidalgo County, Texas.
8. Unreleased oil, gas and mineral leases recorded in the office of the Hidalgo County Clerk.
9. Habitation of more than one dwelling on this lot is prohibited
10. Lien created by deed of trust recorded as Document No. 1328723 in Official Records of Hidalgo County, Texas, securing purchase money note of \$75,000.00 to First National Bank, payment of which is not assumed by purchaser in this transaction.

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

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

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

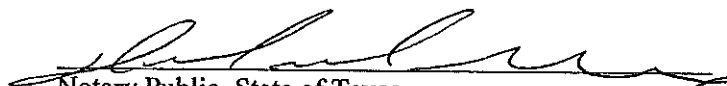


JOHN W. RABE TRUSTEE

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

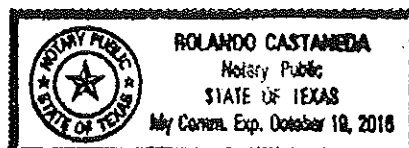
This instrument was acknowledged before me on February 10, 2014 by
JOHN W. RABE TRUSTEE.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:

JOHN W. RABE MANAGEMENT TRUST
P. O. Box 501
La Blanca, Texas 78558





PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 1 2 3 4

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

Application No: _____

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: Gracie L. Moreno
Address: P.O. Box 2956
Elsa TX 78543
Phone: 756-4802

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

Ustra Road Access Lot # 43

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Gracie L. Moreno
Requesting Party (Signature)

5/15/14
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:

5/21/14
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-11280

May. 15, 2014

COUNTY OF HIDALGO PLANNING DEPARTMENT

1902 JOE STEPHENS
TEL 968-4724

WESLACO TX 78596
FAX 447-8612

V4348-00-000-0043-00

[1] OWNER: OLMEDO, JOSUE
MORENO, GRACIE L.
PO BOX 2956
ELSA TX 78543
Telephone No. 756-4813

[7] LEGAL DESC./NAME OF SUBDIVISION
VISTA RIDGE ACRES LOT 43

LOCATION: 0 FM 88 & MILE 20

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

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

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

[5] SIZE OF STRUCTURE: 1,288 Sq. Ft.

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

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:55' SIDES:6'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST.18"

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

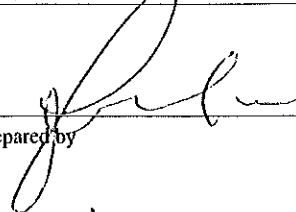
Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 03506 Pct: 0

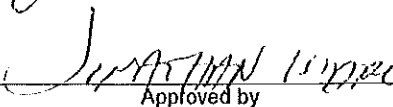
Community No.: 480334

Certification of Elevation
Required: ☒ YES ☐ NO ☐ BFE

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

Prepared by 

5/15/14
Date

Approved by  5/15/20

5/15/14
Date


Signature of Owner or Applicant

5/15/14
Date

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: January 27, 2012

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

2288158

Grantee: Josue Olmedo and Gracie Lee Moreno

Grantee's Mailing Address (including county):
P.O. Box 2956
Elsa, Texas 78543
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-Eight Thousand Dollars and No Cents (\$28,000.00), 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 Alan D. Monroe, Trustee.

Property (including any improvements):

Lot(s) 43, Vista Ridge Acres 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 2023079

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated May 20, 2009, 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 2004719. 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 Vista Ridge Acres Subdivision, 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 2023079; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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.

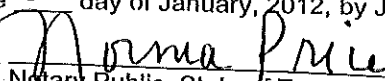
When the context requires, singular nouns and pronouns include the plural.

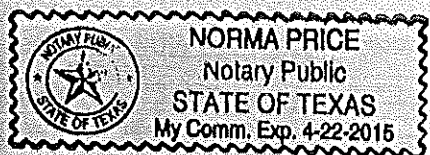

Jack McClelland

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 27th day of January, 2012, by Jack McClelland.


Notary Public, State of Texas





PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Precinct ① 2 3 4

Application No: 1-11272

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: Irma Aguilar
Address: 11836 Durango DR
Donna TX 78537
Phone: (956) 246-8242

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

LA RAZA NORRE PL #2 lot # 10

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X Irma Aguilar
Requesting Party (Signature)

5-12-14
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:

5/21/14
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-11272

May. 13, 2014

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

L1703-02-000-0010-00

[1] OWNER: AGUILAR, IRMA

11836 DURANGO DR.
DONNA, TX 78537

Telephone No. 246-8634

[7] LEGAL DESC./NAME OF SUBDIVISION
LA PLAZA NORTE PH 2 LOT 10

LOCATION: 0 FM 493 & MILE 14

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD

[10] EST. COST OF CONST.: \$3,500

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

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

[6] USE OF BUILDING: RES. ZONE C-29

Special Conditions: No construction allowed over any easements.

MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 30' REAR 30' SIDES 10' FINISH FLOOR ELEV.
18" ABOVE NATURAL GROUND

FOR COUNTY USE ONLY APPLICATION FEES

OTHER

TOTAL AMOUNT \$30.00

Light [X]

Water [X]

Flood Zone: NO

Panel No. /Suffix: 0925C

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.

Prepared by

Date

5/14/14

Approved by

Date

5/13/14

Signature of Owner or Applicant

Date

5-12-14

[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

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

Date: May 25, 2005

Grantor: Artsob Enterprises, a Texas partnership
Grantor's Mailing Address:
P.O. Box 403
Hargill, Texas 78549

Grantee: Irma Aguilar
First Grantee's Social Security Number: 641-54-7536

Grantee's Phone Number: (956) 975-4805
Grantee's Mailing Address (including county):
5631 Armando Street
Donna, Texas 78537
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 Seventeen Thousand Four Hundred Dollars and No Cents (\$17,400.00), 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) 10, La Plaza Norte Subdivision, Phase II, as shown by the map or plat thereof recorded in Volume 39, Pages 53-55, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;

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.

Artsob Enterprises, a Texas partnership

BY: Vicki Shields
Becky Jo Bonham or Vicki Shields, General Partner



(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 16th day of JUNE, 2005, by Becky Jo Bonham or Vicki Shields, General Partner of Artsob Enterprises, a Texas partnership on behalf of said Texas Partnership.

Laura Ripplow
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Artsob Enterprises
P.O. Box 403
Hargill, Texas 78549

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

Filed for Record in:
Hidalgo County
by J. D. Salinas III
County Clerk

On: Jun 23, 2005 at 11:15A

As a Recording

Document Number: 1487375
Total Fees: 18.00

Receipt Number - 685697
By,
Anna Maria Muniz, Deputy



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Precinct ① 2 3 4

Application No: 1-11285

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: Jorge Torres

Address: 28007 Calle De Monte
Edcouch TX 78538

Phone: 956-605-7421

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

CANTANA ACRES #6 lot # 38

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X Jorge Torres
Requesting Party (Signature)

5/16/14
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:

05/21/14
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-11285

May. 16, 2014

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

L2845-06-000-0038-00

[1] OWNER: TORRES, JORGE
25007 MONTE ST.
EDCOUCH TX 78538

[7] LEGAL DESC./NAME OF SUBDIVISION
LANTANA ACRES 6 LOT 38

Telephone No.

LOCATION: 0 FM 493 & 2812

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD

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

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

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

[6] USE OF BUILDING: REST. ZONE X-29

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:25' SIDES:6'
MIN. ELEV. ABOVE TOP OF CENTERLINE ST. 18"

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350C Pct: 0

Community No.: 480334

Certification of Elevation
Required: ☐ YES ☒ NO ☐ BFE

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

Prepared by

Date

Approved by

Date

Signature of Owner or Applicant

Date

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: March 11, 2009

Grantor: The Three Grandes, Ltd., a Texas Limited Partnership

Grantor's Mailing Address:

P.O. Box 959

Edinburg, Texas 78540

COPY

Grantee: Jorge Torres

Grantee's Mailing Address (including county):

808 Thelma Dr.

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 Twenty-Six Thousand Five Hundred Dollars and No Cents (\$26,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Carroll Whiteford, Trustee.

Property (including any improvements):

Lot(s) 38, Lantana Acres No. 6 Subdivision, as shown by the map or plat thereof recorded in Volume 54, Pages 72-75, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated August 27, 2007, payable to the order of Texas State 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 1806701. 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 "Second Prior Note"), dated August 27, 2007, payable to the order of Santa Cruz Properties, Ltd., 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 1806702. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Second 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 an 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;
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 Lantana Acres No. 6 Subdivision, as shown on the plat thereof, recorded in Volume 54, Pages 72-75, of the 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 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.

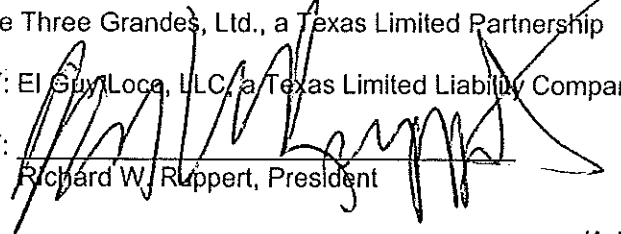
By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and 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.

The Three Grandes, Ltd., a Texas Limited Partnership

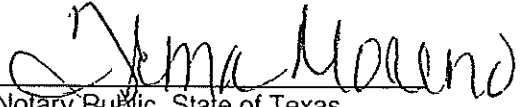
BY: El Guy Loco, LLC, a Texas Limited Liability Company, General Partner

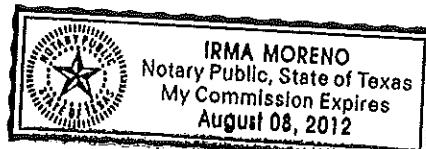
BY: 
Richard W. Ruppert, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 11 day of March, 2009, by Richard W. Ruppert, President of El Guy Loco, LLC, a Texas Limited Liability Company in its capacity of General Partner of The Three Grandes, Ltd., a Texas Limited Partnership.


Notary Public, State of Texas



AFTER RECORDING RETURN TO:

The Three Grandes, Ltd.
P.O. Box 959
Edinburg, Texas 78540

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

PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	Marisela Martinez	4-12937
2.	Jesus Mosqueda	4-13299
3.	Santiago B. Luvianos	4-13238
4.	Jaime & Blanca Rivera	4-13318
	COMM. COURT: May 27, 2014	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Precinct 1 2 3 4

Application No: 4-12937

12-09-13

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: Marisela Martinez

Address: 8309 Locker Ave
Edinburg Tx
78542

Phone: 956-961-3724

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		City of Edinburg
Date Approved:	1 / 1	5 / 19 / 14

Water Supplier: North Alamo Valley Supply

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

Account/ESI No.: 10032789424545708
[] Temporary Pole [X] Permanent Service

regarding the land described as:

Lot #19 Cardinal Garden Subdiv.

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

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

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

(Date approved 01/22/06)

(verified by _____);

(verified by _____);

(verified by _____);

(verified by _____);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct 1 2 3 4

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

Application No:

4-12937

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: Marisela Martinez

Address: 8309 Locker

Edinburg TX 78542

Phone: 956-961-3724

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

Lot 19 Cardinal Gardens Subdivision Volume 49 Page 133-135

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

[Signature]
Requesting Party (Signature)

5-19-14
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:

05/24/14
Date

[Signature]
County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: July 28, 2006

1452287

Grantor: Cardinal Development, Ltd., a Texas Limited Partnership
 Grantor's Mailing Address:
 P.O. Box 721052
 McAllen, Texas 78504

Grantee: Marisela Lopez Martinez

Grantee's Mailing Address (including county):
 531 Owassa
 Alamo, Texas 78516
 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 Fifteen Thousand Four Hundred Dollars and No Cents (\$15,400.00), 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) 19, Cardinal Gardens Subdivision, as shown by the map or plat thereof recorded in Volume 49, Pages 133-135, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 14, 2005, payable to the order of Texas 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 1523779. 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 Cardinal Gardens Subdivision, as shown on the plat thereof, recorded in Volume 49, Pages 133-135, of the Map records of Hidalgo County, Texas.

The Property shall be held, sold and transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses, privileges, charges and liens hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest therein and shall inure to the benefit of each Owner:

1. Lots 1-3, 20-25, 41-46, 83-88, 104-109 and 125-127 may be used for commercial or residential purposes. All other lots shall be used for residential purposes only.

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.

Cardinal Development, Ltd., a Texas Limited Partnership

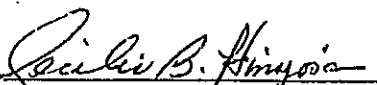
BY: Cardinal Administration, L.L.C., a Texas Limited Liability Company, General Partner

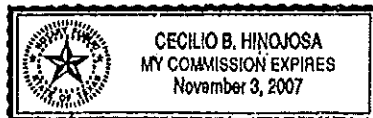
BY: 
Laura Coffman, Vice President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 30th day of July, 2006, by Laura Coffman, Vice President of Cardinal Administration, L.L.C., a Texas Limited Liability Company, General Partner of Cardinal Development, Ltd., a Texas Limited Partnership on behalf of said Texas Limited Liability Company.


Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Cardinal Development, Ltd.
P.O. Box 721052
McAllen, Texas 78504

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12937
Dec. 9, 2013

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

C1617-00-000-0019-00

[1] OWNER: MARTINEZ, MARISELA LOPEZ

8301 LOCKER AVE
EDINBURG TX. 78542

Telephone No. 961-3724

[7] LEGAL DESC./NAME OF SUBDIVISION
CARDINAL GARDENS LOT 19

[2] CONTRACTOR: SELF

LOCATION: 0 2812 & DOOLITTLE

[3] WATER SYSTEM: N AL

[8] SEWAGE: PUBLI

[4] PURPOSE OF APPLICATION: RESD. ADDITION
23- MOBILE HOME/ ADD. & RENOVATIONS

[9] CONSTRUCTION TYPE: WOOD

[5] SIZE OF STRUCTURE: 288 Sq. Ft.

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

[6] USE OF BUILDING: MOBILE HOME ADDITION

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY, STATE, CITY, FEMA
REGULATIONS FRONT-25' REAR-25' SIDES-6'

FOR COUNTY USE ONLY APPLICATION FEES

Rocky Rio
Prepared by

12-9-13
Date

OTHER
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO 180334 Pct: 4
Panel No. /Suffix:

Community No.: 0325-D

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.

Rocky Rio
Approved by

12-6-13
Date

[Signature]
Signature of Owner or Applicant

12/9/13
Date

[NOTICE]

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

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



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 1 2 3 4

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

Application No: 4-13299

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: JESUS MOSQUEDA

Address: 1440 Seminole Valley
DR. Alamo TX.
78516.

Phone: (956) 607-4345

Approved by Environmental Health:	Temporary Service	Final Service
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>/ /</u>	<u>48091</u> <u>5/19/14</u>

Water Supplier: NAWS.

Utility Provider: ☐ M.V.E.C. ☐ AEP

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

regarding the land described as:

Seminole Valley #4 Lot 54

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

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

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

(Date approved 08/09/15);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 1 2 3 4

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

Application No:

4-13299

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: Jesus Mosqueda

Address: 1446 Seminole Valley
DR. Alamo TX 78516

Phone: (956) 607-4345

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

Seminole Valley #4 Lot #54

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

[Signature]
Requesting Party (Signature)

5/19/14
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:

05/21/14
Date

[Signature]
County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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: August 12, 2012

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

Grantee: Jesus T. Mosqueda

Grantee's Mailing Address (including county):
721 S. 83rd.
Edinburg, Texas 78542
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 Five Hundred Dollars and No Cents (\$29,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan D. Monroe, Trustee.

Property (including any improvements):

Lot(s) 54, Seminole Valley Subdivision No. 4, Hidalgo County, Texas, as shown by the map or plat thereof recorded in Volume 48, Page 146-148, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

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

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.

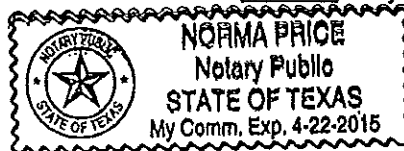
Jack McClelland
Jack McClelland

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 16th day of August, 2012, by Jack McClelland.

Norma Price
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Jack McClelland
2614 West Freddy Gonzalez
Edinburg, Texas 78539

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

Chapter 232 Texas LGC Application

APPLICATION NO:
4-13299
May. 6, 2014

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

S2440-04-000-0054-00

[1] OWNER: MOSQUEDA, JESUS T.

1440 SEMINOLE VALLEY D.R.
ALAMO, TX. 78516

Telephone No. 607-4345

[7] LEGAL DESC./NAME OF SUBDIVISION
SEMINOLE VALLEY EST. #4 LOT 54

LOCATION: 0 OWASSA & C. CHAVEZ

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: NAL

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

[5] SIZE OF STRUCTURE: 2,300 Sq. Ft.

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

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: \$80,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA. FRONT 25' SIDE 6' REAR 40'. 18"
ABOVE TOP OF ST

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [] Water []

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

Community No.: _____

Certification of Elevation
Required: ☐ YES ☒ NO ☐ BFE

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

R.Rios
Prepared by
05/05/14
Date

[Signature]
Approved by
05/05/14
Date

Sandra Comea
Signature of Owner or Applicant
5-10-14
Date

[NOTICE]

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

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



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Precinct 1 2 3 4

Application No: 4-13238

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: Santiago B. Louiano
c/o Richard Ramirez

Address: 3032 Fielderos Ct.
Ashboro, NC 27203

Phone: 956-534-0019

Approved by Environmental Health:	Temporary Service _____	Final Service <u>Charles Ray</u>
Inspection/Permit No:	Authorized Signature _____	Authorized Signature <u>Pro Installed</u>
Date Approved:	<u>1 1</u>	<u>5 18 14</u>

Water Supplier: North Alamo Water Supply

Utility Provider: ☐ M.V.E.C. ☒ AEP

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

regarding the land described as: Evergreen Valley Est. #3, Lot 56

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

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

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

(Date approved 03-16-07)
Muni Geph
(verified by _____);
Muni Geph
(verified by _____);
Muni Geph
(verified by _____);
Muni Geph
(verified by _____);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 1 2 3 4

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

Application No:

4-13233

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: Santiago B. Luvianos

Address: 3032 Fielderos Ct.
Ashboro, NC 27203

Phone: 956-534-0019

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 56

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Santiago Bringer Luvianos 5-16-2014
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:

05/21/14
Date

[Signature]
County Official

Recorded On:2009-Sep-01 As:2030235

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: July 8, 2009

2030235

Grantor: Evergreen Valley Inc., a Texas Corporation
Grantor's Mailing Address:
3714 S. Exp. 281
Edinburg, Texas 78539

Grantee: Santiago Bringas Luvianos and Maribel Andrade Ramirez ✓
Grantee's Phone Number: (336) 302-0254
Grantee's Mailing Address (including county):
P. O. Box 949
Ramseur, North Carolina 27316
Randolph County, North Carolina

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 Sixty Five Thousand Nine Hundred Fifty and no/100's (\$65,950.00), 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) 56, 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;

x MAR
x SBL

Recorded On-2009-Sep-01 As-2030235

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;
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.

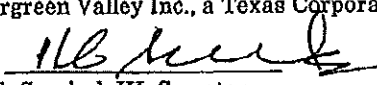
Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, 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

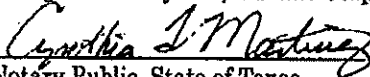
X MARK
X SBL

Recorded On-2009-Sep-01 As-2030235

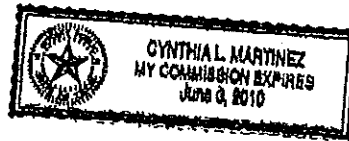
(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the July 8, 2009, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.


Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Evergreen Valley Inc.
3714 S. Exp. 281
Edinburg, Texas 78539
Special Warranty Deed
Page 2



X MRR
X SA

Chapter 232 Texas LGC Application

APPLICATION NO:

4-13238

Apr. 17, 2014

COUNTY OF HIDALGO
PLANNING DEPARTMENT1304 S. 25th Ave
TEL 318-2840EDINBURG TX 78539
FAX 318-2844

E8250-03-000-0056-00

[1] OWNER: LUVIANOS, SANTIAGO B.
RAMIREZ, MARIBEL ANDRADE
3032 FIELDEROS CT
ASHBORO, NC 27203

Telephone No. 534-0019

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #3
LOT 56

LOCATION: 0 SKINNER & MILE 20

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BRIC

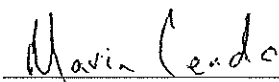
[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: \$105,000

[5] SIZE OF STRUCTURE: 2,122 Sq. Ft.

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

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

Special Conditions: No construction allowed over any easements.MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 50' SIDE 6'
REAR 35' . 18" ABOVE TOP ST**FOR COUNTY USE ONLY
APPLICATION FEES**

Prepared by

4/17/14

Date

OTHER

TOTAL AMOUNT \$30.00

Light []

Water []

Flood Zone: NO
Panel No. /Suffix: 03250

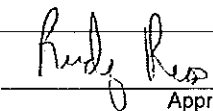
Pct: 4

Community No.: 480334

Certification of Elevation

Required: ☐ YES ☒ NO ☐ BFE

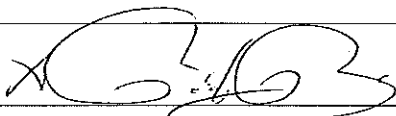
- A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures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



Approved by

4/17/14

Date



Signature of Owner or Applicant

4/17/14

Date

[NOTICE]

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

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



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Precinct 1 2 3 4

Application No:

4-13318

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: Jaime; Blanca Rivera

Address: 15509 Mile 20N.
Edinburg, TX 78542
Hidalgo County, Texas

Phone: 956-222-0858

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:	Date Approved: 1 / 1	Pre-Install 5 / 15 / 14

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: 10032789484400605
[] Temporary Pole [X] Permanent Service

regarding the land described as:

Evergreen Valley Est. II, Lot # 108

on May 14, 2014, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232.028(b):

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

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

(Date approved 03/15/05);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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956-968-4734
956-973-7850

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

Precinct 1 2 3 4

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

Application No:

4-13318

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: Jaime ; Blanca Rivera

Address: 15509 Mile 20 North
Edinburg, Texas 78542

Phone: (956) 222-0858

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

Lot #108 Evergreen Valley Est. II

STATUS OF PERSON OR ENTITY MAKING REQUEST:

Lot #108

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

Jaime Rivera
Requesting Party (Signature)

5/19/14
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:

05/21/14
Date

[Signature]
County Official

17

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: April 22, 2014

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

2507870

Grantee: Jaime R. Nunez and Blanca Idalia Salinas de Rivera
Grantee's Phone Number: (956) 222-0858 or (956) 222-2588
Grantee's Mailing Address (including county):
15509 Mile 20 N.
Edinburg, Texas 78542
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-Seven Thousand Four Hundred Fifty and 00/100 (\$37,450.00), 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) 108, Evergreen Valley Estates, Phase II, as shown by the map or plat thereof recorded in Volume 47, Page 85-97, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated August 10, 2004, 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 1380418. 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 August 10, 2004, 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 1380419. 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;
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 II, as shown on the plat thereof, recorded in Volume 47, Pages 85-97, Map records of Hidalgo County, Texas; and

BR

JLN

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. 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

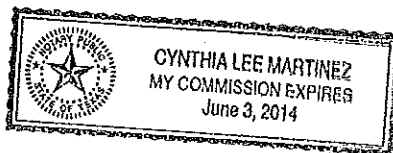
BY: *Herb Scurlock III*
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on April 22, 2014 by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

Cynthia L. Martinez
Notary Public, State of Texas



AFTER RECORDING RETURN TO:
Evergreen Valley Inc.

3714 S. Exp. 281
Edinburg, Texas 78542

Special Warranty Deed
Page 2

BR

TR 2

Chapter 232 Texas LGC Application

APPLICATION NO:

4-13318

May. 14, 2014

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

E8250-02-000-0108-00

[1] OWNER: NUNEZ, JAIME R. & BLANCA I.
SALINAS DE RIVERA
15509 MILE 20 N.
EDINBURG, TX. 78539
Telephone No. 222-2588

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY ESTATES PH II
LOT# 108
11/7/06NW/F AG USE

LOCATION: 0 DAVIS & SHARP

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

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

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

[5] SIZE OF STRUCTURE: 1,116 Sq. Ft.

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

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 50' SIDE 6'
REAR 35' / 18" ABOVE CNTR LINE OF ST

FOR COUNTY USE ONLY APPLICATION FEES

Prepared by [Signature] Date 05/14/14

Approved by Edgar Isidro Date 05/13/14

Signature of Owner or Applicant Blanca Rivera Date 5/14/14

OTHER _____
TOTAL AMOUNT \$30.00

Light []

Water []

Flood Zone: NO

Panel No. /Suffix:

0325

Pct: 4

Community No.:

480334

Certification of Elevation

Required: ☐ YES ☒ NO ☐ BFE

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

[NOTICE]

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

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

AI-44571

Monthly Fee Reports 6. A.

CC CONSENT

Meeting Date: 05/27/2014

Submitted By: Norma Martinez, DISTRICT
CLERK

Department: DISTRICT CLERK

Information

CAPTION

District Clerk:

Fee Report for the Month of April 2014 \$963,462.34

BACKGROUND

Attachments

District Clerk April 2014 Fee Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/16/2014 02:49 PM
Manuel Chapa	Manuel Chapa	05/16/2014 03:03 PM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Norma Martinez		Started On: 05/16/2014 10:54 AM
	Final Approval Date: 05/23/2014	

PAGE 1 OF 3

FOR THE MONTH OF APRIL 2014

DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))		# OF CASES		
DIVORCE & FAMILY LAW CASES		# 343	Cases To Report	= \$ 15,120.27
PARTIAL PAYMENT				1100-207-20-000-051-0-000 \$ 15,120.27
OTHER THAN DIVORCE/FAMILY		# 1,856	Cases To Report	= \$ 92,421.74
PARTIAL PAYMENT				1100-207-20-000-052-0-000 \$ 92,421.74
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))				
DIVORCE & FAMILY LAW CASES		# 391	Actions To Report	= \$ 1,950.92
PARTIAL PAYMENT				
OTHER THAN DIVORCE/FAMILY		# 1,982	Actions To Report	= \$ 19,752.48
PARTIAL PAYMENT				1100-207-20-000-050-0-000 \$ 21,713.40
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05		# 0	Cases To Report	= \$ -
JUDICIAL SUPPORT FEE (LGC 133.154) @42.00AFTER 1/1/08		# 2195	Cases To Report	= \$ 91,607.37
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07 @ \$15.00				1100-341-10-090-011-0-000 \$ 3,946.74
CLERK COST (GC 51.317(b)(1)&(b-1))	\$ 110,410.51			
OTHER CLERK COST (GC 51.317-319)	\$ 82,315.80			
TIME PAYMENT (LGC 133.103) @ \$10.00				\$ 192,726.31
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))				\$ 1,949.90
OTHER FEES:				\$ 25,711.53
REGISTRY ADMINISTRATION FEE (LGC 117.055)				\$ 263.72
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)				\$ 2.59
NSF CHECK FEE (LGC 118.141)				\$ 100.00
STOP PAYMENT CHARGE (LGC 118.141 (b)(1)-(2))				\$ -
			TOTAL CLERK'S FEES	1100-341-10-090-001-0-000 \$ 220,754.05
INTEREST EARNED FOR THE MONTH OF APRIL 2014				1100-361-11-000-005-0-000 \$ -
COURT FEES:				1100-341-10-090-007-0-000 \$ 353.61
DISTRICT ATTORNEY (CCP 102.008)				1100-341-10-090-008-0-000 \$ -
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)				1100-341-10-000-003-0-000 \$ -
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @ \$150.00				1100-341-10-090-002-0-000 \$ 487.48
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @ \$ 2.50				1100-207-20-000-005-0-000 \$ 2,437.38
TIME PAYMENT (LGC 133.103) @ \$12.50				1100-341-10-090-003-0-000 \$ 2,680.00
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072) @ \$2.00				1100-207-20-000-001-0-000 \$ 10,138.44
APPELLATE JUD. SYS. FUND (GC 22.2141) @ \$5.00				1100-207-20-000-068-0-000 \$ 44,393.37
STATEWIDE E-FILE FEE (GC 51.851) 9/1/13 @ \$20.00				1100-341-10-090-004-0-000 \$ -
MASTER COURT FEES (14.82gFC) @ \$7.00				1100-341-10-090-006-0-000 \$ 46,651.49
JURY FEES (CCP 102.004) @ \$30.00				1100-341-10-090-013-0-000 \$ 1,900.00
PASSPORT EXECUTION FEE @ \$25.00				1100-341-10-090-014-0-000 \$ 560.00
PASSPORT PHOTO FEE @ \$15.00				1100-341-10-090-015-0-000 \$ 22,475.63
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ \$5.00				1100-341-10-090-016-0-000 \$ 5,276.98
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)				1100-341-10-090-018-0-000 \$ 20,586.00
E-FILE TRANSACTION FEE (GC 72.031) 1/1/14 @ \$2.00				1100-341-10-140-050-0-000 \$ 2,888.60
TAX A/C SCOFFLAW FEE (TC 502.010 (f)) @ \$20.00				
SHERIFF FEES (CCP 102.011) \$ 20,391.97				1100-342-10-090-001-0-000 \$ 26,443.78
SHERIFF FEES (HCSO) \$ 6,051.81				1100-342-10-291-000-0-000 \$ -
CONSTABLE FEES (CCP 102.011)			PCT. 1	1100-342-10-292-000-0-000 \$ 1,854.55
			PCT. 2	1100-342-10-293-000-0-000 \$ 2,151.39
			PCT. 3	1100-342-10-294-000-0-000 \$ 2,044.90
			PCT. 4	1100-342-10-295-000-0-000 \$ -
			PCT. 5	1100-351-20-090-001-0-000 \$ 19,676.30
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)				1200-351-10-090-000-0-000 \$ 1,900.00
FINES (LGC 113.004)				1200-352-10-090-001-0-000 \$ -
BOND FORFEITURES (CCP 22.16)				1225-341-10-080-000-0-000 \$ 3,500.00
PRE-TRIAL DIVERSION PROGRAM FEES (CCP 102.0121 (a))				1241-341-10-090-001-0-000 \$ 11,910.12
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)				
# CIVIL FILINGS X \$5.00 = \$ 10,876.39				
# FELON. CONV. X \$5.00 = \$ 1,033.73				
# MISD CONV. X \$3.00 = \$ -				
COUNTY RECORDS PRESERVATION (GC 51.708)				1238-

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 2 OF 3

FOR THE MONTH OF APRIL 2014

CONSOLIDATED COURT COST(LGC133.102)		1/1/04 FEL@ \$133.00 A&B MISD@ \$83.00 MISD@ \$40.00 FEL@ \$80.00 A&B MISD@ \$40.00 MISD@ \$17.00	1100-207-20-000-015-0-000	\$ 26,390.04
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ \$20.00 MISD @ \$10.00		1100-207-20-000-003-0-000	\$ 50.00
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @ \$30.00		1100-207-20-000-006-0-000	\$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @ \$25.00		1100-207-20-000-008-0-000	\$ 25.00
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93 @ \$1.00, 8/30/93-8/31/95 @ \$1.50 9/1/95-		1100-207-20-000-011-0-000	\$ 3.00
CRIME STOPPERS (CCP 102.013) @ \$2.00	9/1/89-8/31/97 @ \$2.00		1100-207-20-000-014-0-000	\$ 4.00
ABUSED CHILDREN'S COUNSELING (CCP 37.072)			1100-207-20-000-016-0-000	\$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @ \$0.25, 9/1/01-12/31/03 @ \$0.50		1100-207-20-000-007-0-000	\$ 6.29
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @ \$5.00		1100-207-20-000-009-0-000	\$ 80.85
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @ \$20.00 MISD @ \$15.00 9/1/93-		1100-207-20-000-017-0-000	\$ 765.98
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @ \$1.00, 8/31/99-12/31/03 @ \$2.00		1100-207-20-000-027-0-000	\$ 30.52
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ \$0.50		1100-207-20-000-029-0-000	\$ 5.07
STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)				
DPS:	@ \$35.00		1100-207-20-000-019-0-000	\$ 1,080.87
TABC:	@ \$35.00		1100-207-20-000-020-0-000	\$ 38.22
P&W:	@ \$35.00		1100-207-20-000-021-0-000	\$ -
DNA TESTING FEE (CCD 102.020, GC 411.1471(a)(1) or (a)(2) \$250.00, GC 411.1471(a)(3) \$50.00)			1100-207-20-000-030-0-000	\$ 1,572.68
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ \$20.00			1100-207-20-000-033-0-000	\$ -
JURY SERVICE FUND (SB 1704) @ \$4.00			1100-207-20-000-053-0-000	\$ 700.81
JUDICIAL SUPPORT FEE - STATE -(LGC 133.105) @ \$3.40			1100-207-20-000-054-0-000	\$ 896.53
JUDICIAL SUPPORT FEE - COUNTY -(LGC 133.105) @ \$0.60			1100-341-10-090-009-0-000	\$ 102.73
STATE TRAFFIC FEE (TRC 542.4031)	AFTER 9/1/03 @ \$30.00		1100-207-20-000-035-0-000	\$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 3 cases	AFTER 9/1/03 @ \$28.00		1100-207-20-000-037-0-000	\$ 84.00
EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06 @ \$30.00		1100-341-10-090-010-0-000	\$ -
DRUG COURT FEE-STATE (CCP 102.0178)	AFTER 6/15/07		1100-207-20-000-058-0-000	\$ 4,501.48
EMS TRAUMA FUND (CCP 102.0185 PC CHAP 49)	AFTER 1/1/04 @ \$100.00		1100-207-20-000-038-0-000	\$ 3,179.40
INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107)	AFTER 1/1/08 @ \$2.00		1100-207-20-000-059-0-000	\$ 310.42
DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020)	AFTER 1/1/10 @ \$34.00		1100-207-20-000-053-0-000	\$ 2,475.03
DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020)	AFTER 1/1/10 @ \$50.00		1100-207-20-000-084-0-000	\$ -
COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169)	AFTER 1/1/10 @ \$4.00		1255-341-10-090-000-0-000	\$ 530.12
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06 @ \$100.00		1234-341-10-090-000-0-000	\$ 466.32
MENTAL HEALTH EXPERTS COMPENSATION			1100-360-00-000-000-0-000	\$ 153.00
RESTITUTION FEE / STATE (CCP 42.037)	AFTER 1/1/06 @ \$6.00			\$ -
RESTITUTION FEE / COUNTY (CCP 42.037)	AFTER 1/1/06 @ \$6.00			\$ -
FAILURE TO APPEAR - STATE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @ \$20.00		1100-207-20-000-066-0-000	\$ 1,815.28
FAILURE TO APPEAR - DISTRICT CLERK (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @ \$4.00		1100-341-10-090-017-0-000	\$ 363.04
FAILURE TO APPEAR - OMNI BASE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @ \$6.00		1100-202-00-000-019-0-000	\$ 544.58
E-FILEING COST ON CONVICTION FEE (GC 102.0415) 9/1/13 @ \$5.00			1100-207-20-000-071-0-000	\$ 459.59
DUE TO GENERAL (95' COMPTROLLER AUDIT)			1100-360-00-000-000-0-000	\$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER			1100-227-30-000-019-0-000	\$ 963,462.34
TOTAL CASH RECEIVED				\$ 974,835.12
LESS:	AMOUNT PAID TO COUNTY TREASURER	\$ 963,462.34		
	AMOUNT DUE TO COUNTY TREASURER	\$ -		
	AMOUNT OVERPAID TO COUNTY TREASURER	\$ -		
	OTHER DISBURSEMENTS	\$ 2,775.00		
TOTAL DISBURSEMENTS				\$ 966,237.34
NET AMOUNT AVAILBLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT				\$ 8,597.78

PROOF:

AMOUNT RECEIVED:	\$ 6,770.78
AMOUNT LIQ.:	\$ (361.00)
CRIME STOPPERS (ADULT PROBATION):	\$ -
LAW ENFORCEMENT LAB COSTS (DPS):	\$ 368.00
MOTHERS AGAINST DRUNK DRIVING	\$ -
WOMEN TOGETHER EMERGENCY SHELTER	\$ -
ESTRELLA'S HOUSE	\$ -
ATTORNEY AD-LITEM	\$ 1,800.00
ADULT PROBATION:	\$ -
SHORTAGE/OVERAGE	\$ -
NET AMOUNT	\$ 8,597.78

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 3 OF 3

FOR THE MONTH OF APRIL 2014

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	04/28/14	42742	\$ 161,897.00	174848
CIVIL2)	04/28/14	42743	\$ 153,381.00	174849
CIVIL3)	04/30/14	42752	\$ 221,428.27	175088
CIVIL4)	05/05/14	42758	\$ 168,412.70	175163
CIVIL5)	05/08/14	42759	\$ 80,634.04	175321
CIVIL6)		0	\$ -	0
CIVIL7)		0	\$ -	0
CIVIL8)		0	\$ -	0
CIVIL9)		0	\$ -	0
CRM1)	04/24/14	42735	\$ 16,766.81	174847
CRM2)	04/24/14	42736	\$ 22,857.00	175083
CRM3)	04/16/14	42726	\$ 28,559.75	174578
CRM4)	04/16/14	42731	\$ 16,333.50	174846
CRM5)	04/30/14	42751	\$ 22,589.75	175083
CRM6)	05/01/14	42755	\$ 11,783.25	175084
CRM7)	04/30/14	42750	\$ 25,665.25	175085
CRM8)	05/01/14	42754	\$ 12,044.00	175086
CRM9)			\$ 21,110.02	175319
CRM10)			\$ -	

TOTAL AMOUNT OF REMITTANCES

\$ 983,462.34

PREPARED BY:

BOOKKEEPER

DATE

REVIEWED BY:

ACCOUNTANT

DATE

INTERNAL AUDITOR

DATE

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE
AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DISTRICT CLERK OR DESIGNEE SIGNATURE

DATE

THIS REPORT IS DUE IN THE COUNTY AUDITOR BEFORE THE FIFTH (5) WORKING DAY OF THE FOLLOWING MONTH.

AI-44666

Comm. Court Executive Office 7. A.

CC CONSENT

Meeting Date: 05/27/2014

Submitted By: Rebecca Gomez,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Right of Way:

* Agua Special Utility District:

1. The contractor proposes to install a 1" waterline with a 2" PVC casing and will bore 25 ft. across N. Brushline Rd. approximately 2360 feet north of Mile 7 Road.

BACKGROUND

Attachments

Agua SUD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/22/2014 04:45 PM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Rebecca Gomez		Started On: 05/22/2014 02:28 PM
	Final Approval Date: 05/23/2014	

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 27th day of May, 2014 does by these presents GRANT, GIVE AND RELINQUISH TO:

Agua Special Utility District hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 1 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- The contractor proposes to install a 1" waterline with a 2" PVC casing and will bore 25 ft. across N. Brushline Rd. approximately 2360 feet north of Mile 7 Road.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 1" PVC water line across the above described public road being conditioned that Permittee agrees that:

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

AI-44513

Tax Refunds 8. A.

CC CONSENT

Meeting Date: 05/27/2014

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
C2679.00.000.0001.00	MENASSA LLC	\$12,362.90
D3800.04.000.0041.00	DREAMSHOWS INC	\$3,955.18
L0250.99.021.0008.02	AUSTIN TRAFFIC SIGNAL CONST INC	\$7,565.49
L4770.00.000.0002.00	CORELOGIC	\$3,628.78

BACKGROUND

Attachments

CommCourt05272014

Form Review

Inbox
Budget & Management
Auditor's Office

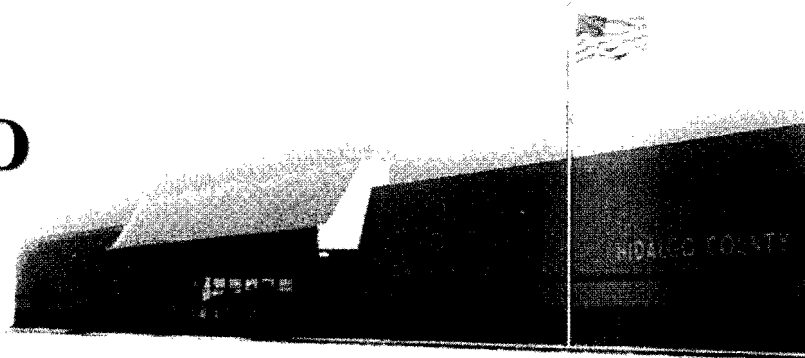
Reviewed By
Debbie Tamez
Monica Badillo

Date
05/14/2014 09:34 AM
05/23/2014 03:19 PM
Started On: 05/13/2014 03:20 PM

Form Started By: Norma Briones

Final Approval Date: 05/23/2014

Office of Tax Assessor - Collector
COUNTY of HIDALGO
Pablo "Paul" Villarreal, Jr. RTA



May 9, 2014

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

Re: See attached list

Gentlemen:

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

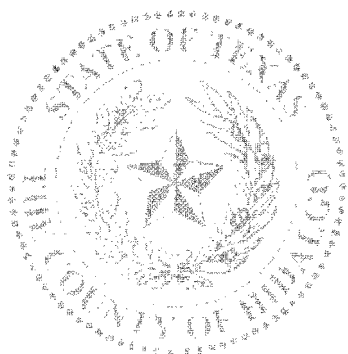
When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

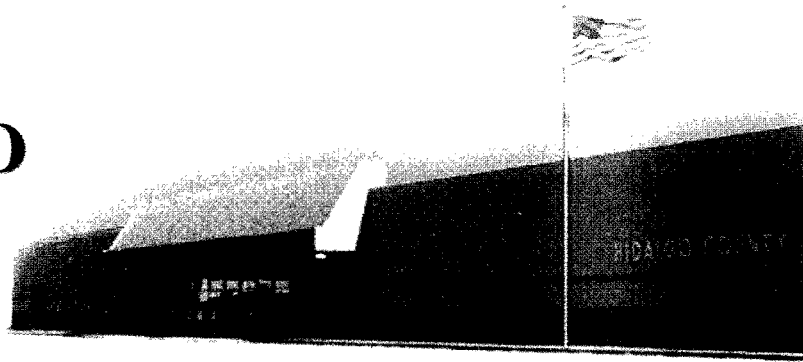

Pablo (Paul) Villarreal, Jr., RTA

nlr

Enclosure

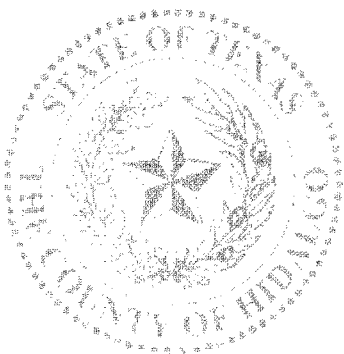


Office of Tax Assessor - Collector
COUNTY of HIDALGO
Pablo "Paul" Villarreal, Jr. R7A



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
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ACCOUNT NUMBER	PAYER	AMOUNT
C2679.00.000.0001.00	MENASSA LLC	\$12,362.90
D3800.04.000.0041.00	DREAMSHOWS INC	\$3,955.18
L0250.99.021.0008.02	AUSTIN TRAFFIC SIGNAL CONST INC	\$7,565.49
L4770.00.000.0002.00	CORELOGIC	\$3,628.78



2804 S. Bus. Hwy 281 • Edinburg, Texas 78539

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address	Owner's name MENASSA LLC <i>4</i>	
	Present mailing address (number and street) 5617 S 23RD ST <i>4</i>	
	City, town or post office, state, ZIP code MCALLEN, TX 78503-8902 <i>4</i>	Phone (area code and number) 956 318-2157

Legal description (or attach copy of the tax bill or tax receipt): **CENTRAL MARKET LOT 1**

Step 2: Describe the property	Address or location of property:	
	499429	
	Account number of property:	Tax receipt number:
	C2679.00.000.0001.00	OR 25426385

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2013 <i>4</i>	1/30 / 14	\$ 52,917.35 <i>4</i>	\$ 12,362.90 <i>4</i>
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5.		/	\$ TOTAL	\$ 12,362.90 <i>4</i>

Taxpayer's reason for refund (attach supporting documentation): **THIS IS A NON CLERICAL ERROR FOR 2013, SEC 25.25(D) LATE CORRECTION PENALTY. APPLY \$4,055.44 REFUND DIFF OF \$8,307.46. SUPP #7 MM**

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here <i>4</i>	Date of application for tax refund 5/8/14
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.	

Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved	
	Authorized officer sign here <i>4</i>	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 5/17/14 <i>8.C.S.7.14</i>
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax code) sign here <i>4</i>	Date 5/1/14

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address	Owner's name JESUS R & JOSEFINA F ASSAD PAID BY: DREAMSHOWS INC	
	Present mailing address (number and street) 5617 S 23RD ST	
	City, town or post office, state, ZIP code MCALLEN, TX 78503-8920	Phone (area code and number)

Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): DELTA ORCHARDS #4 ALL LOTS 41,42,51,52,53,55,57	
	& LOT 59 EXC S198' N228' W342.' 78.44AC GR 71.34 AC NET	
	Address or location of property: 158790	
	Account number of property: D3800.04.000.0041.00	Tax receipt number: OR 25505480

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2013	1/31	\$ 11,819.20	\$ 3,955.18
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5.		/	\$ TOTAL	\$ 3,955.18
Taxpayer's reason for refund (attach supporting documentation): THIS IS A NON CLERICAL ERROR					
FOR 2013, SEC 25.25(D) LATE CORRECTION PENALTY. APPLY \$786.41 REFUND					
DIFF OF \$3,168.77 SUPP #7 MM					

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

Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved	
	Authorized officer sign here	Date 5/8/14
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.14, tax code) sign here	Date 5/1/14

AUDITED BY: THE HIDALGO

COUNTY CLERK'S OFFICE

DATE: **5/7/14**

2.05.7.14

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC				
Present mailing address (number and street) P O BOX 178		Phone (area code and number) (956) 318-2157				
City, town or post office, state, ZIP code EDINBURG TX 78540-0178						
To apply for a tax refund, the taxpayer must complete the following						
Step 1: Owner's name and address	Owner's name AUSTIN TRAFFIC SIGNAL CONST INC 4					
	Present mailing address (number and street) PO BOX 130 4					
	City, town or post office, state, ZIP code ROUND ROCK, TX 78680-0130 4		Phone (area code and number) 4			
Legal description (or attach copy of the tax bill or tax receipt): INVENTORY SUPPLIES FURNITURE FIXTURES &						
Step 2: Describe the property	EQUIPMENT AT 1/2 MILE N ON FM 493 FR EXPWY 83 NEW ACCT 2001					
	Address or location of property:					
	620173 4					
	Account number of property: L0250.99.021.0008.02 4		Tax receipt number: OR 25311520			
Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested		Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES		2013 4	1/27 / 14	\$ 17,079.84 4	\$ 7,565.49 4
	2.			/	\$	\$
	3.			/	\$	\$
	4.			/	\$	\$
	5.			/	\$ TOTAL	\$ 7,565.49 1
	Taxpayer's reason for refund (attach supporting documentation): CORRECTION OF NON CLERICAL					
ERROR SEC 25.25(D) LATE CORRECTION. APPLY \$951.43 REFUND DIFF OF						
\$6,614.06. SUPP#7 MM						
Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."					
	Signature sign here 4				Date of application for tax refund 4	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.					
Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved					
	Authorized officer sign here 4				AUDITED BY: THE HIDALGO 5/7/14 Date 5/7/14	
	Collector(s) of taxing unit(s) for refund applications over \$10,000 (insert amount for which governing body approval is required under Section 31.11, tax code) sign here 4				Date 5/1/14	

APPLICATION FOR TAX REFUND

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

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

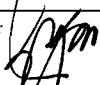
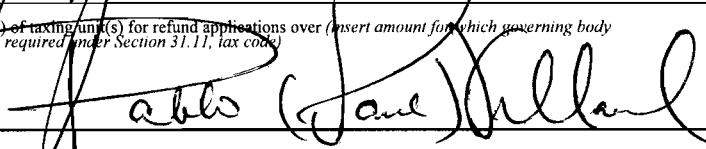
Step 1: Owner's name and address	Owner's name JOEL A & HERLINDA B MARTINEZ PAID BY: CORELOGIC	
	Present mailing address (number and street) 310 LION LAKE DR N	
	City, town or post office, state, ZIP code PROGRESO LAKES, TX 78596-8178	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **LION KING LOT 2**

Step 2: Describe the property	Address or location of property:	
	566394	
	Account number of property:	Tax receipt number:
	L4770.00.000.0002.00	OR 24757024

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2013 4	12/30 / 13	\$ 3,628.78 4	\$ 3,628.78 4
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5.		/	\$ TOTAL	\$ 3,628.78 Λ
	Taxpayer's reason for refund (attach supporting documentation): GRANT DV4 TO DVHS FILED LATE QY 2013. SUPP#7				
MM					

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

Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved		AUDITED BY: THE HIDALGO DATE: 5/17/14 21CS-7-14
	sign here  Authorized officer	Date 5/8/14	
	sign here  Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code)	Date 5/1/14	

5/6

AI-44515

Tax Refunds 8. B.

CC CONSENT

Meeting Date: 05/27/2014

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
H2550.01.002.0005.12	HAYDEE MCDONALD SIERRA	\$9,671.16
K2100.00.00C.0004.01	LONGHORN INTERNATIONAL	\$2,660.59
M1950.99.051.0012.08	LINEBARGER GOGGAN BLAIR & SAMPSON LLP	\$3,638.90
N7405.00.000.0070.00	FIRST AMERICAN TITLE COMPANY	\$2,537.63
S6442.00.000.0031.00	CORELOGIC	\$5,594.89

BACKGROUND

Attachments

CommCourt05272014(2)

Form Review

Inbox
Budget & Management
Auditor's Office

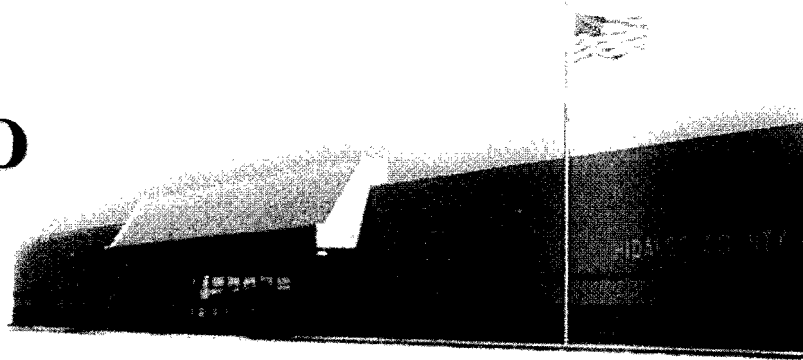
Reviewed By
Debbie Tamez
Monica Badillo

Date
05/14/2014 09:34 AM
05/23/2014 03:19 PM
Started On: 05/13/2014 03:32 PM

Form Started By: Norma Briones

Final Approval Date: 05/23/2014

Office of Tax Assessor - Collector
COUNTY of HIDALGO
Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
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www.hidalgocountytax.org

May 9, 2014

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

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

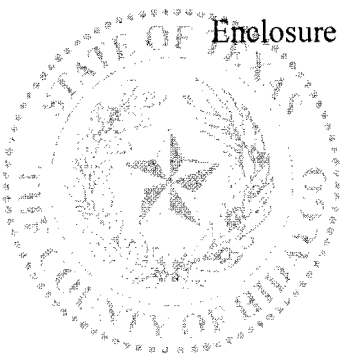
When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

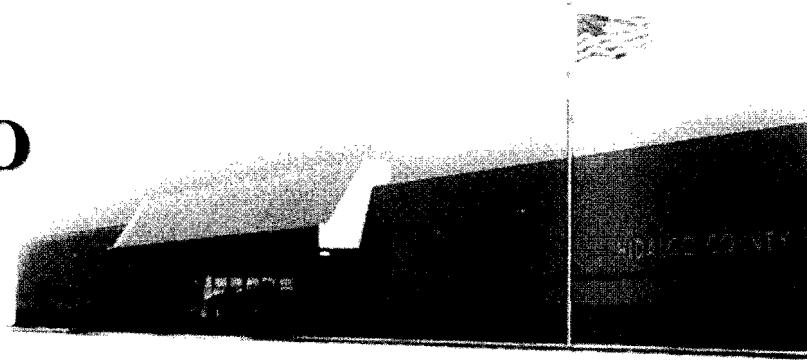
Pablo (Paul) Villarreal, Jr., RTA

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Enclosure

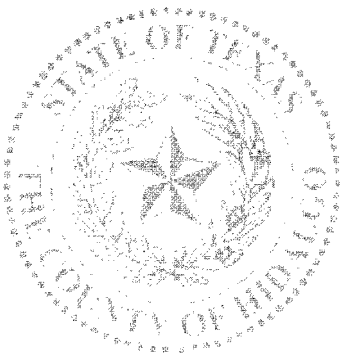


Office of Tax Assessor - Collector
COUNTY of HIDALGO
Pablo "Paul" Villarreal, Jr. R7A



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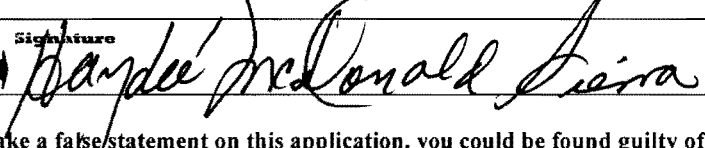
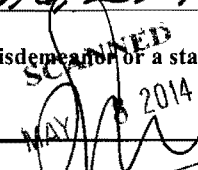
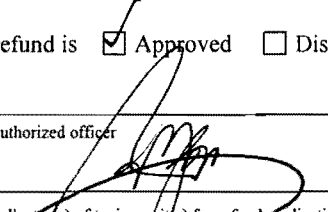
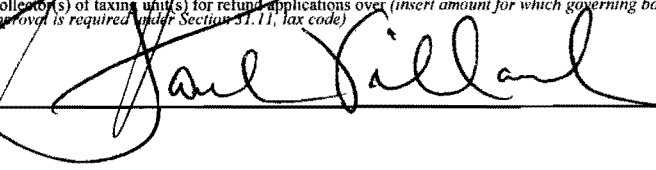
ACCOUNT NUMBER	PAYER	AMOUNT
H2550.01.002.0005.12	HAYDEE MCDONALD SIERRA	\$9,671.16
K2100.00.00C.0004.01	LONGHORN INTERNATIONAL	\$2,660.59
M1950.99.051.0012.08	LINEBARGER GOGGAN BLAIR & SAMPSON LLP	\$3,638.90
N7405.00.000.0070.00	FIRST AMERICAN TITLE COMPANY	\$2,537.63
S6442.00.000.0031.00	CORELOGIC	\$5,594.89



APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address	Owner's name HAYDEE MCDONALD SIERRA						
	Present mailing address (number and street) 3309 N 40TH ST						
	City, town or post office, state, ZIP code MCALLEN, TX 78501				Phone (area code and number) (956) 800-1063		
	Legal description (or attach copy of the tax bill or tax receipt): HIDALGO CANAL CO VV N400' S1060' W435.6' E489.6'						
Step 2: Describe the property	E489.3' LOT 5 BLK 2 4.0AC						
	Address or location of property: 624133						
	Account number of property: H2550.01.002.0005.12			Tax receipt number: OR 25152116			
Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested		Year for Which Refund is Requested		Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES		2013		1/22	\$ 9671.16	\$ 9671.16
	2.				/	\$	\$
	3.				/	\$	\$
	4.				/	\$	\$
	5.				/	\$ TOTAL	\$ 9671.16
	Taxpayer's reason for refund (attach supporting documentation): PAID IN ERROR. AS PER TAXPAYER						
	PAYMENT SHOULD HAVE BEEN POSTED TO ACCT #L3157.00.000.0016.00						
	MM						
Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."						
	sign here 					Date of application for tax refund March 6, 2014	
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10. 							
Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 5/6/14						
	sign here 					Date 5/8/14	
	sign here 					Date 3/27/14	



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

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

Print Date: 02/05/2014

AUDITED BY: THE HIDALGO
COUNTY AUDITOR'S OFFICE

DATE: 02-05-14

J.C.S.M.

LONGHORN INTERNATIONAL
TRUCKS LTD
PO BOX 6260
AUSTIN, TX 78762

Account Number
K2100-00-00C-0004-01
HCAD No. 2015714

Legal Description of the Property
KELLY PHARR LETTERED BLKS
E520'-N349.6'-S414.6' LOT 4 BLK C
4.17AC GR 3.77AC NET

711 N CAGE BLVD
OWNER: KYRISH REAL ESTATE LP

2013 OVERAGE AMOUNT \$2,660.59

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 33: CITY OF PHARR, 43: PHARR, SAN JUAN, ALAMO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name	LONGHORN INTL TRUCKS LTD		Relationship to Property Owner	OWNER
	Mailing Address	PO Box 6260		Daytime Telephone Number	713-933-2308
	City, State, Zip Code	AUSTIN TX 78762			
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year <u>2013</u> and am the party entitled to the refund.				
Step 3: Mark the reason for the refund and provide a brief explanation	Overpaid the account ☒				
	Duplicate payment ☐				
	Paid in error (explain) ☐				
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer		40,669.00		
	Total tax, penalty, and interest amount owed for the year		-		
	Amount of refund claimed		2,660.59		
Step 5: How should the refund be processed?	☒	Mail to Property Owner			
	☐	Mail to Payer at address in Step 1			
	☐	Transfer this amount to account For tax year <u>2014</u>			
	☐	Escrow for next year's taxes			
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct				
	SIGN HERE	<u>Kyrish</u>		Date of application <u>3-6-14</u>	
If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10					
AUDITORS USE ONLY:	☒ Approved	☐ Denied	By: <u>[Signature]</u>	Date: <u>5/8/14</u>	
TAX OFFICE USE ONLY:	☒ Approved	☐ Denied	By: <u>Paul Villarreal</u>	Date: <u>3/27/14</u>	

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



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

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

Print Date: 03/10/2014

AUDITED BY: THE HIDALGO
COUNTY AUDITOR'S OFFICE
DATE: 5-5-14

LINEBARGER GOGGAN BLAIR & SAMPSON LLP
IOLTA FUND CLIENT TRUST ACCOUNT
P O BOX 17428
AUSTIN, TX 78760

Account Number
M1950-99-051-0012-08
HCAD No. P663383

Legal Description of the Property
INVENTORY FURNITURE FIXTURES &
EQUIPMENT AT 619 SOUTH BROADWAY/NEW
ACCT 2004

0
OWNER: ART AWAKENING CULTURAL ART

2013 OVERAGE AMOUNT \$3,638.90

1: HIDALGO COUNTY, 2: DRAIN DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name		Relationship to Property Owner	
	Mailing Address		Daytime Telephone Number	
	City, State, Zip Code			
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year _____ and am the party entitled to the refund.			
Step 3: Mark the reason for the refund and provide a brief explanation	☐ Overpaid the account			
	☐ Duplicate payment			
	☐ Paid in error (explain)			
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer			
	Total tax, penalty, and interest amount owed for the year			
	Amount of refund claimed			
Step 5: How should the refund be processed?	☐ Mail to Property Owner			
	☐ Mail to Payer at address in Step 1			
	☐ Transfer this amount to account		For tax year _____	
	☐ Escrow for next year's taxes			
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct			
	SIGN HERE <i>North L. G. Audipalencia</i>		Date of application 3/25/14	
If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
AUDITORS USE ONLY:	☒ Approved	☐ Denied	By: <i>Paul Villarreal</i>	Date: 5/8/14
TAX OFFICE USE ONLY:	☒ Approved	☐ Denied	By: <i>Paul Villarreal</i>	Date: 3/27/14

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



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

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

Print Date: 04/09/2013

First American Title/REO Division
10344 Sam Houston Park Dr.
Ste. 110
Houston, TX 77064

AUDITED BY: THE HIDALGO
COUNTY AUDITOR'S OFFICE
DATE: 5-5-14
J. C. S. S.

Account Number
N7405-00-000-0070-00 A
HCAD No. 543626

Legal Description of the Property
NORTHRIDGE LOT 70

3008 EDISON AVE

OWNER: BANK OF NEW YORK MELLON

FIRST AMERICAN TITLE COMPANY
~~3411 RICHMOND AVE SUITE 110~~
HOUSTON, TX ~~77046~~

moved

2012 OVERAGE AMOUNT \$2,537.63

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 22: CITY OF EDINBURG, 41: EDINBURG CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name	<u>First Amer. Title Co.</u>	Relationship to Property Owner	<u>Title Co.</u>
	Mailing Address	<u>First American Title/REO Division</u> <u>10344 Sam Houston Park Dr.</u>	Daytime Telephone Number	<u>281-671-2769</u>
	City, State, Zip	<u>Ste 110</u> <u>Houston, TX 77064</u>		
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year <u>2012</u> and am the party entitled to the refund.			
Step 3: Mark the reason for the refund and provide a brief explanation	☒ Overpaid the account			
	☐ Duplicate payment			
	☐ Paid in error (explain)			
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer		<u>8,171.53</u>	
	Total tax, penalty, and interest amount owed for the year			
	Amount of refund claimed		<u>2537.63</u>	
Step 5: How should the refund be processed?	☐ Mail to Property Owner			
	☒ Mail to Payer at address in Step 1			
	☐ Transfer this amount to account			
	☐ Escrow for next year's taxes			
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct			
	SIGN HERE		Date of application	
	<u>Shari Hamm</u>		<u>3-18-14</u>	
If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10				
AUDITORS USE ONLY:	☒ Approved	☐ Denied	By:	Date: <u>5/2/14</u>
TAX OFFICE USE ONLY:	☒ Approved	☐ Denied	By: <u>Paul Villarreal</u>	Date: <u>3/27/14</u>

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



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

1122791021

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

Print Date: 01/03/2014

AUDITED BY: THE HIDALGO
COUNTY AUDITOR'S OFFICE
DATE: CR 5-5-14
J. C S.S. 14

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

Account Number
S6442-00-000-0031-001
HCAD No. 686125

Legal Description of the Property
STONE RIDGE ESTATES LOT 31

1313 CANTERA RD

OWNER: DE LA CRUZ JOSE & NELLY C

2013 OVERAGE AMOUNT \$5,594.89

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 33: CITY OF PHARR, 43: PHARR, SAN JUAN, ALAMO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name	<u>MIT 40 Corelogic</u>		Relationship to Property Owner	<u>Property Owner</u>
	Mailing Address	<u>PO BOX 9100</u>		Daytime Telephone Number	<u>817 699 2601</u>
	City, State, Zip Code	<u>FT Worth TX 76161</u>			
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year <u>2013</u> and am the party entitled to the refund.				
Step 3: Mark the reason for the refund and provide a brief explanation	☒ Overpaid the account				
	☐ Duplicate payment				
	☐ Paid in error (explain)				
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer		<u>5704.55</u>		
	Total tax, penalty, and interest amount owed for the year		<u>0</u>		
	Amount of refund claimed		<u>5594.89</u>		
Step 5: How should the refund be processed?	☐ Mail to Property Owner				
	☒ Mail to Payer at address in Step 1				
	Transfer this amount to account			For tax year <u>2014</u>	
	☐ Escrow for next year's taxes				
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct				
	SIGN HERE <u>[Signature]</u>			Date of application <u>3/19/14</u>	
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state/jail felony under Texas Penal Code Section 37.10				
AUDITORS USE ONLY:	☒ Approved	☐ Denied	By: <u>[Signature]</u>	Date: <u>5/8/14</u>	
TAX OFFICE USE ONLY:	☒ Approved	☐ Denied	By: <u>Paul Villarreal</u>	Date: <u>3/27/14</u>	

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

AI-44493

Membership Dues 9. A.

CC CONSENT

Meeting Date: 05/27/2014

Submitted By: Maria Medina, AUDITOR'S
OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Auditors Office (1100):

Requesting approval to pay membership dues to the Association of Certified Fraud Examiners (ACFE) in the amount of \$150.00 (requisition #256905) for Maria Arcilia Duran, CPA, Director of Audit, with the authority for the County Treasurer to issue a check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

The Association of Certified Fraud Examiners' purpose is to reduce the incidence of fraud and white-collar crime and to assist the membership in fraud detection and deterrence (1) by providing bona fide qualifications for Certified Fraud Examiners through the administration of the CFE Examination; (2) by setting high standards for admission, including demonstrated competence through mandatory continuing professional education; (3) requiring Certified Fraud Examiners to adhere to a strict code of professional conduct and ethics; (4) by serving the international representative for Certified Fraud Examiners to business, government, and academic institutions; and, (5) by providing leadership to inspire public confidence in the integrity, objectivity, and professionalism of Certified Fraud Examiners.

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-415-21-170-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available through requisition #256905.

Attachments

affidavit

invoice

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
05/23/2014 11:53 AM
05/23/2014 03:19 PM
Started On: 05/12/2014 04:13 PM

Form Started By: Maria Medina

Final Approval Date: 05/23/2014

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, MARIA ARCILIA DURAN, CPA, do hereby state that my membership in the ASSOCIATION OF CERTIFIED FRAUD EXAMINERS (ACFE) on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

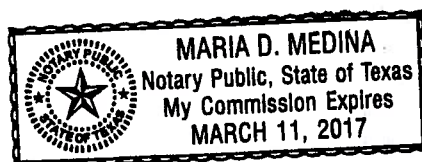
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

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

DATE: 5/22/14

Before me MARIA D. MEDINA, a Notary Public, appeared MARIA ARCILIA DURAN, CPA, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Maria D. Medina
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002



ACFE®

Association of Certified Fraud Examiners

ASSOCIATION OF CERTIFIED FRAUD EXAMINERS

Global Headquarters • The Gregor Building
716 West Ave • Austin, TX 78701-2727 • USA
Tel: (800) 245-3321 / +1 (512) 478-9000 • Fax: +1 (512) 478-9297
Email: info@ACFE.com • Web: ACFE.com

RECEIVED BY
COUNTY AUDITOR

2014 MAY 12 PM 1 51

B10

Mrs. Maria Arcilia Duran, CPA
Hidalgo County Auditor's Office
2808 S US Highway 281
Edinburg, TX 78539-6243



PAY ONLINE!

ACFE.com/PayNow

NEED HELP?

Contact an ACFE Member Services Representative

BY PHONE: (800) 245-3321 / +1 (512) 478-9000

BY EMAIL: MemberServices@ACFE.com

HOURS: 7:30 a.m. to 6:00 p.m CST Monday - Friday

MEMBER NUMBER	INVOICE NUMBER	BILLING DATE	PAYMENT DUE	MEMBERSHIP DUES TERM	AMOUNT
630258	990174	05/01/2014	08/01/2014	Associate: 08/01/2014 to 07/31/2015	U.S. \$150.00

VOLUNTARY CONTRIBUTION:*

The ACFE Foundation Ritchie-Jennings Memorial Scholarship Fund.
ACFE Foundation is a U.S. tax-exempt 501(c)(3) organization. Contributions
are tax deductible to the extent allowed by law.

U.S. \$10.00

TAX ID: 74-2524096

INVOICE RECEIVED BY:

GOODS/SERVICES RECEIVED BY:

UPDATES AND REMINDERS

Introducing ACFE Online Self Study Courses. Earn CPE at anytime from anywhere you have internet access. Visit ACFE.com/OnlineSS for details.

*The Ritchie-Jennings Memorial Scholarship Program was created in honor of Tracy Ritchie, CFE, and Larry Jennings, CFE who both died in a terrorist attack in Pakistan on November 12, 1997. Through this scholarship program, the ACFE Foundation works to encourage students to pursue careers in fraud examination and provide resources for research on the detection and deterrence of fraud. To date, nearly half a million dollars has been awarded to over 300 students to help further their education. To learn more about this program please visit www.ACFE.com/Scholarship.

We are not a member of nor do we contribute to any political action committee

RETURN THIS SECTION TO UPDATE MEMBER ACCOUNT

JOIN YOUR LOCAL CHAPTER

Members of the Association of Certified Fraud Examiners are encouraged to take advantage of the many networking and training opportunities available to them by participating in their local ACFE chapters (currently there are more than 150 worldwide). To find your local chapter, visit ACFE.com/Chapters.

ANNUAL RENEWAL CERTIFICATION - 630258

☐ YES ☒ NO Since you last renewed your membership, have you been convicted of a felony or misdemeanor involving moral turpitude? (including convictions expunged)

AUTOMATIC DUES RENEWAL SERVICE

- ☐ YES ☒ NO Enroll me in the Automatic Dues Renewal Service and discount my membership 10%. (The credit card number below will be charged automatically each year.)
- ☐ YES ☒ NO Include with my Automatic Dues Renewal Service enrollment U.S. \$10.00 for the Ritchie-Jennings Memorial Scholarship Fund.

UPDATE MY INFORMATION

I updated the following on the reverse side of this form:

☐ Address ☐ Job & Industry ☐ Interests

METHODS OF PAYMENT

ONLINE: (Credit Card only) It's quick ACFE.com/PayNow
BY PHONE: (Credit Card only) (800) 245-3321 / +1 (512) 478-9000
BY MAIL: (Check or Credit Card) Return this invoice with your payment
BY FAX: (Credit Card only) Fax your completed form to +1 (512) 478-9297

PLEASE RETURN THIS SECTION WITH PAYMENT

PAYMENT INFORMATION

PAYMENT TYPE: ☐ ☐ ☐ ☐ ☐ ☐ CHECK OR MONEY ORDER ENCLOSED

CARD NUMBER:

EXPIRE DATE:

NAME ON CARD:

AUTHORIZED SIGNATURE:

INVOICED & PAYABLE IN U.S. FUNDS/PAYABLE TO ACFE

MAIL TO:

Association of Certified Fraud Examiners
PO Box 2727
San Antonio, TX 78299-2727

MEMBER NUMBER	INVOICE NUMBER	TOTAL DUE
630258	990174	08/01/2014
Associate: 08/01/2014 to 07/31/2015		U.S. \$150.00
Voluntary Contribution: ACFE Foundation Ritchie-Jennings Memorial Scholarship Fund.		U.S. \$10.00

AMOUNT ENCLOSED

#150.00

TAX ID: 74-2524096

00000099017400000006302580000015000

AI-44623

Membership Dues 9. B.

CC CONSENT

Meeting Date: 05/27/2014

Submitted By: Virginia Rodriguez, SHERIFF
DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Dept. (1100):

Requesting approval of 2014 membership dues to the American Jail Association for Commander Daniel Garcia and Captain Belinda Madrigal in the amount of \$96.00. (Requisition #257285)

BACKGROUND

AJA'S certification programs are designed for all professionals who strive to excel in the field of local corrections. Programs document a mastery of knowledge and play a significant role in providing opportunities for professional growth by encouraging education, which in turn fosters effective management practices.

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-423-21-280-002-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5/23/14.

Attachments

AJA Affidavits

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/20/2014 02:29 PM
Budget & Management	Debbie Tamez	05/22/2014 10:03 AM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Virginia Rodriguez		Started On: 05/20/2014 11:45 AM
	Final Approval Date: 05/23/2014	

D. Garcia

**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, DANIEL GARCIA, do hereby state that membership in the AMERICAN JAIL ASSOCIATION, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

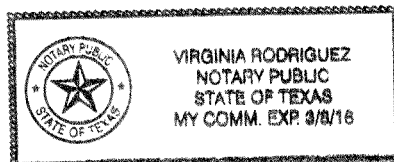
I further state that AMERICAN JAIL ASSOCIATION is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: *D. Garcia*
TITLE: JAIL COMMANDER

DATE: 5-19-2014

Before me VIRGINIA RODRIGUEZ, a Notary Public, appeared DANIEL GARCIA, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Virginia Rodriguez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

**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, BELINDA MADRIGAL, do hereby state that membership in the AMERICAN JAIL ASSOCIATION, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

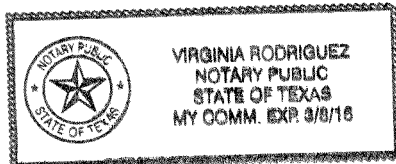
I further state that AMERICAN JAIL ASSOCIATION is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: *Belinda Madrigal*
TITLE: JAIL CAPTAIN

DATE: 5-19-14

Before me VIRGINIA RODRIGUEZ, a Notary Public, appeared BELINDA MADRIGAL, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Virginia Rodriguez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026
COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

American Jail Association

Mail Payments To:
AMERICAN JAIL ASSOCIATION
PO BOX 824799
PHILADELPHIA, PA 19182-4799
(301) 790-3930
www.aja.org

Invoice #MBR29603



Belinda Madrigal
Hidalgo County Sheriff's Office
P.o. Box 1228
Edinburg, TX 78540

SOLD TO:
Belinda Madrigal
Hidalgo County Sheriff's Office
P.o. Box 1228
Edinburg, TX 78540

Customer Account No.	Purchase Order No.	Terms / Due Date	Order Number	Order Date	Invoice Date
1778987		NET60 - 5/30/2014	DUES19557	3/31/2014	3/31/2014

Note: Pay your dues once! New LIFE membership is now available. Check out our website for more information.

Qty	Item	Unit Price	Extended Price
1	Professional Member Dues: Belinda Madrigal: Membership Expires On 5/31/2014	\$48.00	\$48.00
		Tax	\$0.00
		Subtotal	\$48.00
		Grand Total	\$48.00
		Received	-
		Amount Due	\$48.00

2nd NOTICE

US FUNDS ONLY

Pay your bill online! Login to our secure website at www.aja.org to view your member account billing status in real-time and pay a bill online. To get started you'll need your member account number (#1778987) and password to login to our secure login page at <https://members.aja.org/users/login.aspx>. If you do not know your password you can try using our password recovery tool or contact our office at (301) 790-3930 for more details. Thank you!

American Jail Association

Invoice #MBR29602

Mail Payments To:
AMERICAN JAIL ASSOCIATION
PO BOX 824799
PHILADELPHIA, PA 19182-4799
(301) 790-3930
www.aja.org



Daniel Garcia
Hidalgo County Sheriff's Office
P.o. Box 1228
Edinburg, TX 78540

SOLD TO:
Daniel Garcia
Hidalgo County Sheriff's Office
P.o. Box 1228
Edinburg, TX 78540

Customer Account No.	Purchase Order No.	Terms / Due Date	Order Number	Order Date	Invoice Date
1778983		NET60 - 5/30/2014	DUES19556	3/31/2014	3/31/2014

Note: Pay your dues once! New LIFE membership is now available. Check out our website for more information.

Qty	Item	Unit Price	Extended Price
1	Professional Member Dues: Daniel Garcia: Membership Expires On 5/31/2014	\$48.00	\$48.00
2nd NOTICE		Tax	\$0.00
		Subtotal	\$48.00
		Grand Total	\$48.00
		Received	-
		Amount Due	\$48.00

US FUNDS ONLY

Pay your bill online! Login to our secure website at www.aja.org to view your member account billing status in real-time and pay a bill online. To get started you'll need your member account number (#1778983) and password to login to our secure login page at <https://members.aja.org/users/login.aspx>. If you do not know your password you can try using our password recovery tool or contact our office at (301) 790-3930 for more details. Thank you!

AI-44652

Membership Dues 9. C.

CC CONSENT

Meeting Date: 05/27/2014

Submitted By: Pete Lobato, 139TH DISTRICT
COURT

Department: 139TH DISTRICT COURT

Information

CAPTION

Approval to pay annual membership dues to Texas Association for Court administration for Pedro Lobato, Sylvia Reyes and Cecilia Paz, Court Coordinators and Bailiff for 139th District Court, in the amount of \$75.00 each with authority for county treasurer to issue check after review, audit and processing procedures are completed by county auditor. (Req# 257396)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-412-00-003-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available through requisition 257396.

Attachments

TACA

TACA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/22/2014 01:39 PM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Pete Lobato		Started On: 05/21/2014 03:51 PM
	Final Approval Date: 05/23/2014	

T A C A
M E M B E R S H I P A P P L I C A T I O N

Name: CECILIA PAZ
Court: 139th DISTRICT COURT
Address: 100 NORTH CLOSER, 2nd FLOOR
City: Edinburg State: TX Zip: 78539
Title: BALIFF / INTERPRETER
Telephone: (956) 318-2260 Fax: (956) 383-7608
Email: cpeace0508@gmail.com
Referred By: Pete Lobato
Birthday (optional): 05/08/78

I am a ☒ New or ☐ Renewing Member

<i>I wish to apply for:</i> ☐ Joint Application (\$110) (Includes 1 Regular Membership & 1 Judicial Membership) Judge's Name: _____	<i>OR (check one):</i> ☒ Regular Membership (\$75) ☐ Associate Membership (\$35) ☐ Judicial Membership (\$35) ☐ Sustaining Membership (\$200)

I understand that the category of membership is subject to the by-laws of the Association.

Applicant's Signature

Judge's Signature

Make check payable to TACA
Texas Association for Court Administration
Correctional Management Institute of Texas
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, TX 77341-2296
Phone: (936) 294-1639

T A C A

M E M B E R S H I P A P P L I C A T I O N

Name: Sylvia Reyes
 Court: 139th District Court
 Address: 100 N. Closner
 City: Edinburg State: TX Zip: 78539
 Title: Court Coordinator
 Telephone: (956) 318-2260 Fax: (956) 383-7608
 Email: Sylvia139th@yahoo.com
 Referred By: _____
 Birthday (optional): April 22, 1963

I am a ☐ New or ☐ Renewing Member

I wish to apply for: ☐ Joint Application (\$110) (Includes 1 Regular Membership & 1 Judicial Membership) Judge's Name: _____	OR (check one): ☒ Regular Membership (\$75) ☐ Associate Membership (\$35) ☐ Judicial Membership (\$35) ☐ Sustaining Membership (\$200)

I understand that the category of membership is subject to the by-laws of the Association.

Applicant: Sylvia Reyes
 Judge: Bobby Flores

Make check payable to TACA
 Texas Association for Court Administration
 Correctional Management Institute of Texas
 George J. Beto Criminal Justice Center
 Sam Houston State University
 Huntsville, TX 77341-2296
 Phone: (936) 294-1639

Texas Association for Court Administration

MEMBERSHIP RENEWAL NOTICE

This is a reminder that your membership dues in the Texas Association for Court Administration are now due. Please use this card as a renewal application and make any necessary changes to your name, address, etc., so that we may update our database. Your continued involvement is encouraged.

The annual renewal fee for a regular membership is \$75

Sign your Judge up for membership at the same time and pay \$110 for both memberships!

Please make check payable to the Texas Association for Court Administration and mail the check with the renewal card to the following address:

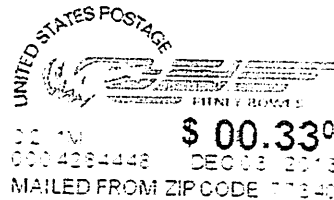
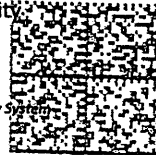
Texas Association for Court Administration
Correctional Management Institute of Texas
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, Texas 77341-2296

Thank you for your continued support



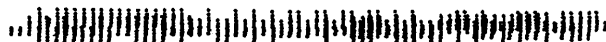
Texas Association for Court Administration
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, TX 77341-2296

*Sam Houston State University
is a member of The Texas State University System*



**Membership
Renewal**

139th District Court
Attn: Pedro "Pete" Lobato
Court Coordinator
100 N. Closner, 2nd Floor
Edinburg, Texas 78539



**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

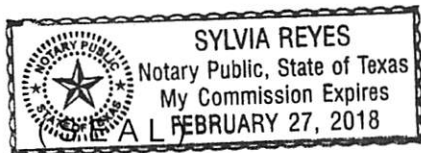
I, CECILIA PAZ, do hereby state that my membership in the TEXAS ASSOCIATION FOR COURT ADMINISTRATION on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: 
TITLE: BAILIFF / INTERPRETER

DATE: 5/21/2014

Before me Sylvia Reyes, a Notary Public, appeared Cecilia Paz, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, SYLVIA REYES, do hereby state that my membership in the TEXAS ASSOCIATION FOR COURT ADMINISTRATION on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

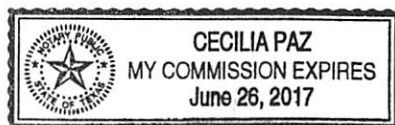
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: *Sylvia Reyes*
TITLE: COURT COORDINATOR

DATE: 5/21/14

Before me Cecilia Paz, a Notary Public, appeared Sylvia Reyes, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)



CP
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

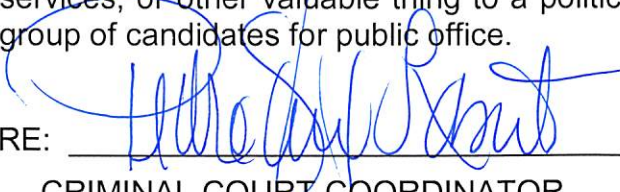
AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, PEDRO "PETE" LOBATO, do hereby state that my membership in the TEXAS ASSOCIATION FOR COURT ADMINISTRATION on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

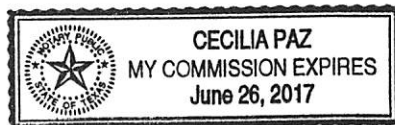
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: 
TITLE: CRIMINAL COURT COORDINATOR

DATE: 

Before me Cecilia Paz, a Notary Public, appeared PEDRO LOBATO, 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)




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

AI-44535

Urban County 10. A.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Irene Montoya

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of one (1) applicant in the City of San Juan, one (1) applicant in the City of Donna, and three (3) applicants in the Countywide area under the Owner-Occupied Housing Rehabilitation Program.

BACKGROUND

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

<u>APPLICANT</u>	<u>CASE NUMBER</u>	<u>CITY</u>	<u>FUNDING YEAR</u>	<u>LOCATION OF PROPERTY</u>
Maria A. Tijerina Deferred Loan – Elderly Reconstruction	SJ #75-14-01	San Juan Precinct #2	HOME 2012	Lot 7, Hazel Subdivision, Hidalgo County Texas.
San Juanita Ayala Deferred Loan - Elderly Reconstruction	DO #15-14-01	Donna Precinct #1	HOME 2012	Being all of Lot 21, out of Block 6, out of COLONIA MARIA SUBDIVISION, an addition to the City of Donna, Hidalgo County Texas.
Irma Aleman Deferred Loan - Elderly Reconstruction	CW #85-14-01	Edinburg Precinct #4	HOME 2012	A tract of land containing (0.21) of one acres situated in Hidalgo County Texas and also being a part of portion of Lot 26 YOCUM-HALL SUBDIVISION, (Unrecorded), a re-subdivision Of Lot 14, Block 63, Alamo Land and Sugar Company Subdivision, Hidalgo County Texas.
Audelia F. Ramirez Deferred Loan – Elderly Reconstruction	CW #85-14-02	Alamo Precinct #1	HOME 2012	Lot 18, Plena-Vista Subdivision Unit 2, Hidalgo Texas.

Maria D. Trevino Loan - 80% Deferred Loan - 20% Reconstruction	CE #85-14-03	Mission Precinct #3	HOME 2012	Lot 18, La Homa Road North Subdivision Hidalgo County Texas.

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner's Court. Funding is available through the HOME 2012 Budget. The Urban County Program staff recommends approval of applicants.

Attachments

Applicants Approvals Letters

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/15/2014 03:01 PM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Olga Lerma		Started On: 05/14/2014 02:46 PM
	Final Approval Date: 05/23/2014	

Housing Rehab Program

ENTITY: City of San Juan

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

FUNDING YEAR: HOME 2012

SYNOPSIS:

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

Maria A. Tijerina	Family of one (1)
SJ #75-14-01	Does applicant meet:
	Deferred Loan Requirements: Yes
	Title Search: No Abstract or Liens
	Flood Zone: No – Zone C
	Insurance: N/A
	Structures: 1
	Taxes: current
	Assets & Deposits: N/A
	Debt to Income Ratio: N/A
	Pay Back: No - Deferred Loan-Elderly
	Number of Bedrooms: 2
	Square Feet: 864
	Does total annual household income exceed limits: No
	HUD Income Limits: \$ 28,150.00
	Deferred Loan-Elderly

Existing Dwelling: 3 bedrooms frame home, built in 1988

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: City of Donna

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

FUNDING YEAR: HOME 2012

SYNOPSIS:

The family is being recommended for applicant approval under the Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since April 2010 and has met all of the program requirements for assistance under the Owner-Occupied Housing Rehabilitation Program. The following is a profile of the project

San Juanita Ayala	Family of one (1)	
DO#15-14-01	Does applicant meet:	
	Deferred Loan Requirements:	Yes
	Title Search:	No Abstract or Liens
	Flood Zone:	No – Zone C
	Insurance:	N/A
	Structures:	1
	Taxes:	current
	Assets & Deposits:	N/A
	Debt to Income Ratio:	N/A
	Pay Back:	No - Deferred Loan- Elderly
	Number of Bedrooms:	2
	Square Feet:	864
	Does total annual household income exceed limits:	No
	HUD Income Limits:	\$ 28,150.00
	Deferred Loan-Elderly	

Existing Dwelling: 3 bedrooms frame home, built in 1977

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: Countywide Area

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

FUNDING YEAR: HOME 2012

SYNOPSIS:

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

Irma Aleman	Family of one (1)	
CW #85-14-01	Does applicant meet:	
	Deferred Loan Requirements:	Yes
	Title Search:	No Abstract or Liens
	Flood Zone:	No – Zone X
	Insurance:	N/A
	Structures:	1
	Taxes:	current
	Assets & Deposits:	N/A
	Debt to Income Ratio:	N/A
	Pay Back:	No - Deferred Loan- Elderly
	Number of Bedrooms:	2
	Square Feet:	864
	Does total annual household income exceed limits:	No
	HUD Income Limits:	\$ 28,150.00
	Deferred Loan-Elderly	

Existing Dwelling: 1 bedrooms frame home, built in 1973

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: Countywide Area

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

FUNDING YEAR: HOME 2012

SYNOPSIS:

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

Audelia F. Ramirez	Family of one (1)
CW #85-14-02	Does applicant meet:
	Deferred Loan Requirements: Yes
	Title Search: No Abstract or Liens
	Flood Zone: No -- Zone B
	Insurance: N/A
	Structures: 1
	Taxes: current
	Assets & Deposits: N/A
	Debt to Income Ratio: N/A
	Pay Back: No - Deferred Loan-Elderly
	Number of Bedrooms: 2
	Square Feet: 864
	Does total annual household income exceed limits: No
	HUD Income Limits: \$ 28,150.00
	Deferred Loan-Elderly

Existing Dwelling: 3 bedrooms frame home, built in 1982

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: Countywide Area

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

FUNDING YEAR: HOME 2012

SYNOPSIS:

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

Maria D. Trevino	Family of two (2)	
CW #85-14-03	Does applicant meet:	
	Deferred Loan Requirements:	Yes
	Title Search:	No Abstract or Liens
	Flood Zone:	No – Zone C
	Insurance:	N/A
	Structures:	1
	Taxes:	current
	Assets & Deposits:	N/A
	Debt to Income Ratio:	36%
	Pay Back:	Yes – 80% payback & 20 % Deferred
	Number of Bedrooms:	2
	Square Feet:	864
	Does total annual household income exceed limits:	No
	HUD Income Limits:	\$ 32,150.00

Existing Dwelling: 2 bedrooms frame home, built in 1977

RECOMMENDATION:

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

AI-44516

Auditor's Office 11. A.

CC CONSENT

Meeting Date: 05/27/2014

Submitted By: Alvaro Chuc, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

1. Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Report for the Month of April 2014.

2. Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/14/2014 01:30 PM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Alvaro Chuc		Started On: 05/13/2014 03:47 PM
	Final Approval Date: 05/23/2014	

AI-44611

Budget and Management 12. A.

CC CONSENT

Meeting Date: 05/27/2014

Submitted By: Flora Vazquez, HEALTH
BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Funded (2202) Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of 05/01-15/2014 in the amount of \$38,983.60 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice

By Org

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/20/2014 02:56 PM
Obdett Calzada	Obdett Calzada	05/23/2014 09:25 AM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Flora Vazquez		Started On: 05/20/2014 08:05 AM
Final Approval Date: 05/23/2014		

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

May 16, 2014

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

L HIDAL.WC1
Invoice Number: 93766

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 38,983.60
5/1-5/15/14 (Check#517310-517432) are in accordance with our contract with Hidalgo County
Exhibit A, dated July 1st

TOTAL CURRENT CHARGES **\$ 38,983.60**

Previous Balance Due **\$ 32,840.96**

Payments and Credits

05/09/14 Payment received - thank you 32,840.96CR

Total Payments and Credits **\$ 32,840.96CR**

Total Balance Due **\$ 38,983.60**

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1019 to speak with Adriana German or ext 1048 to
speak with Annette Rivas

Custom Payment Total

Hildalgo County WC losses paid 5/1-5/15/14

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
Alternate Organization 1 Total: 40										3,482.38
Alternate Organization 1 : Hidalgo County										
Alternate Organization 1 Total: 164										35,501.22
Grand Total: 204										38,983.60

AI-44670

Budget and Management 12. B.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Sergio Cruz

Submitted By: Merlen P. Munoz, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting approval to pay property taxes owed in the amount of \$25,292.61 (E2650-00-000-0001-00) in connection with the Ebony Plaza Lot 1 in the City of McAllen with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor.

BACKGROUND

County of Hidalgo (if paid in June): \$20,074.54

City of McAllen (if paid in June): \$ 5,218.07

Total: \$25,292.61

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-415-00-115-002-0-851

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available pending approval of Consent AI-44671.

Attachments

Tax Statement City of Mcallen
tax info

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/22/2014 04:57 PM
Obdett Calzada	Obdett Calzada	05/23/2014 09:58 AM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Merlen P. Munoz		Started On: 05/22/2014 03:22 PM
	Final Approval Date: 05/23/2014	

City of McAllen Tax Office
Rebecca M Grimes, Tax Assessor-Collector
P.O. Box 220 - 311 N. 15th St.
McAllen, Texas 78505-0220
(956) 681-1330

MAY 16, 2014



BILLING NUMBER: 072786
ACCOUNT NUMBER: E265000000000100

PROPERTY DESCRIPTION
EBONY PLAZA LOT 1



COUNTY OF HIDALGO
2802 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539-6243

SITUS: 9805 10TH ST
MCALLEN
ACRES : 1.1446

IF THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE CITY OF MCALLEN TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE CITY OF MCALLEN TAX OFFICE FOR THE PAYMENT OF THESE TAXES.

Dear Taxpayer,
Please be advised that Delinquent Taxes are due on the property described above. The following amounts are due for the Year(s) indicated below:

YEAR	ENTITY	BASE TAX	P&I/DISC	COLL FEE%	COLL FEES	TOTAL
2012	CITY OF MCALLEN	3517.40	984.87	.15000	675.34	5177.61
TOTAL	2012	3517.40	984.87		675.34	5177.61
TOTAL	ALL	3517.40	984.87		675.34	5177.61
TOTAL AMOUNT DUE IF PAID DURING THE MONTH OF MAY						5177.61
JUNE						5218.07
JULY						5258.51
AUGUST						5298.96
SEPTEMBER						5339.42
OCTOBER						5379.86

The collection fee rates above will be imposed on 2013 delinquent taxes as of July 1, 2014 per Sections 33.07 & 33.08 of the Texas Property Tax Code.

HIDALGO COUNTY
BUDGET OFFICE
2014 MAY 22 PM 2 12



E265000000000100

DELINQUENT TAX STATEMENT SUMMARY



PABLO (PAUL) VILLARREAL JR., RTA
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157

Certified Owner:

COUNTY OF HIDALGO
2802 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539-6243

Legal Description:

EBONY PLAZA LOT 1

Account No: E2650-00-000-0001-00

2013 Value: \$1,044,893
Appr. Dist. No.: 681170

Legal Acres: 1.1446

Parcel Address: 9805 N 10TH ST

As of Date: 05/23/2014

Print Date: 05/23/2014 **Printed By:** FERNY50

Year	Tax Units	Remaining Levy	IF PAID BY END OF MONTH MAY 2014		IF PAID BY END OF MONTH JUNE 2014		IF PAID BY END OF MONTH JULY 2014	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
2012	1 2 41 54 55	\$13,637.60	\$6,280.12	\$19,917.72	\$6,436.94	\$20,074.54	\$6,593.79	\$20,231.39

TOTAL AMOUNT DUE: **\$13,637.60** **\$6,280.12** **\$19,917.72** **\$6,436.94** **\$20,074.54** **\$6,593.79** **\$20,231.39**

Tax Unit Codes:

1 HIDALGO COUNTY **2** DRAIN DIST #1 **41** EDINBURG CISD **54** SOUTH TEXAS ISD **55** SOUTH TEXAS COLLEGE

IF THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE HIDALGO COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE HIDALGO COUNTY TAX OFFICE FOR THE PAYMENT OF THESE TAXES.

THE TAXES ON THIS PROPERTY ARE DELINQUENT. THE PROPERTY IS SUBJECT TO A LIEN FOR THE DELINQUENT TAXES. IF THE DELINQUENT TAXES ARE NOT PAID, THE LIEN MAY BE FORECLOSED ON.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

Print Date: 05/23/2014

Appr. Dist. No.: 681170

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

PABLO (PAUL) VILLARREAL JR., RTA
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540



* E 2 6 5 0 0 0 0 0 0 0 0 0 0 1 0 0 *

E2650-00-000-0001-00

COUNTY OF HIDALGO
2802 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539-6243

If Paid By	Amount Due
MAY 2014	\$19,917.72
JUN 2014	\$20,074.54
JUL 2014	\$20,231.39
Amount Paid:	\$ _____.

00006811700001991772

AI-44492

Purchasing Department 13. A.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Comm. Joe Flores, Pct. #3

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

1. Invoice No. 11324804- \$58,428.00 for "Liberty Road Project";
2. Invoice No. 11324805- \$27,890.26 for "Mile 3";
3. Invoice No. 11324806- \$34,662.50 for "FM 494-Shary Road Project";
4. Invoice No. 11324807- \$19,004.00 for "Tom Gill/Liberty Rd Project";
5. Invoice No. 11324818- \$ 3,668.00 for "La Homa ROW";
6. Invoice No. 11324820- \$44,903.59 for "Mile 2-Moorfield Rd West to SH364"
7. Invoice No. 11324821- \$30,077.81 for "Mile 2-North-Inspiration to Moorefield Rd";

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1342-431-00-123-045-0-841

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 671613-La Homa

FISCAL YEAR: 2014

ACCT. #: 4-1342-431-00-123-100-0-841

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 683229-Tom Gill/Liberty Rd Project

FISCAL YEAR: 2014

ACCT. #: 4-1303-431-00-123-105-0-841

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 702309-FM494-Shary Rd Project

FISCAL YEAR: 2014

ACCT. #: 4-1303-431-00-123-100-0-841

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 700240-Liberty Rd Project

FISCAL YEAR: 2014

ACCT. #: 4-1303-431-00-123-051-0-841

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO 700622-Mile 3

FISCAL YEAR: 2014 ACCT. #: 4-1342-431-00-123-094-0-731
FUNDS AVAILABLE Y/N?: 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?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO 672761-Mile 2 N.-Inspiration to Moorefield Rd

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/20/2014 04:31 PM
Budget & Management	Debbie Tamez	05/21/2014 09:34 AM
Glinda Pacheco	Glinda Pacheco	05/21/2014 11:55 AM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Rocio Villarreal		Started On: 05/12/2014 03:21 PM
Final Approval Date: 05/23/2014		

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

INVOICE #: 11324818
INVOICE DATE: 04/30/14

SIGN: _____
REQ# 211011
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 April 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	224,910.00	2,940.00	227,850.00	93.0	17,150.00
60500-Clsng Srvs Fee	14,000.00	8,834.00	728.00	9,562.00	68.3	4,438.00
TOTALS:	983,000.00	849,744.00	3,668.00	853,412.00	86.8	129,588.00

ORIGINAL CONTRACT SUM	\$	983,000.00
CHANGE BY CHANGE ORDER	\$	0.00
CONTRACT SUM TO DATE	\$	983,000.00
TOTAL COMPLETED TO DATE	\$	853,412.00
LESS PREVIOUS INVOICES	\$	849,744.00


PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 3,668.00

INVOICE RECEIVED BY

John ON 5/2/14

GOODS/SERVICES RECEIVED BY

Concepcion ON 4/30/14

4-1342-431-00-123-045-0-841

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

INVOICE #: 11324807
INVOICE DATE: 04/30/14

SIGN: _____

REQ# 224683

PO# C83227

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 April 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	19,004.97	90,273.59	95.0	4,751.24
12002-Pub Involment	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	41,780.40		41,780.40	100.0	
16101-Hydro Map	37,568.78	37,568.78		37,568.78	100.0	
TOTALS:	567,770.36	537,717.51	19,004.97	556,722.48	98.1	11,047.88

ORIGINAL CONTRACT SUM	\$	567,770.36
CHANGE BY CHANGE ORDER	\$	0.00
CONTRACT SUM TO DATE	\$	567,770.36
TOTAL COMPLETED TO DATE	\$	556,722.48
LESS PREVIOUS INVOICES	\$	537,717.51


PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE	\$	19,004.97

INVOICE RECEIVED BY
NBC ON 5/2/14
GOODS/SERVICES RECEIVED BY
Comm Flow ON 4/30/14

4-1342-431-00-123-100-0-841

2

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

INVOICE #: 11324806
INVOICE DATE: 04/30/14

SIGN: _____

REQ# 24838

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 April 2014.						
11005-Prl Comp. Util	18,000.00	7,200.00	900.00	8,100.00	45.0	9,900.00
11006-Design Schem	293,625.00	102,768.75	29,362.50	132,131.25	45.0	161,493.75
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 Invt/Mtg	25,000.00	6,250.00	1,250.00	7,500.00	30.0	17,500.00
12003-Pub Invt/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	8,400.00	1,050.00	9,450.00	45.0	11,550.00
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	16,800.00	2,100.00	18,900.00	45.0	23,100.00
TOTALS:	728,425.00	158,068.75	34,662.50	192,731.25	26.5	535,693.75

ORIGINAL CONTRACT SUM	\$	728,425.00
CHANGE BY CHANGE ORDER	\$	0.00
CONTRACT SUM TO DATE	\$	728,425.00
TOTAL COMPLETED TO DATE	\$	192,731.25
LESS PREVIOUS INVOICES	\$	158,068.75


PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE	\$	34,662.50

INVOICE RECEIVED BY

NBC ON 5/12/14

GOODS/SERVICES RECEIVED BY

Cam Fila ON 4/30/14

4-1303-431-W-123-105-0-841

21

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

INVOICE #: 11324804
INVOICE DATE: 04/30/14

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 April 2014.						
13002-ROW Mapping	25,200.00	7,560.00	5,040.00	12,600.00	50.0	12,600.00
13020-ROW Map/Sub	134,400.00	73,920.00	6,720.00	80,640.00	60.0	53,760.00
15001-Field Survey	68,560.00	61,704.00	3,428.00	65,132.00	95.0	3,428.00
15010-Field Srvy/Sub	113,840.00	108,148.00		108,148.00	95.0	5,692.00
16001-Geometric Degn	765,800.00	382,900.00	38,290.00	421,190.00	55.0	344,610.00
16006-Plans to TxDot	135,000.00	60,750.00		60,750.00	45.0	74,250.00
16107-Drnage Dsgn Rd	54,000.00	27,000.00	2,700.00	29,700.00	55.0	24,300.00
16308-Permitted Utili	45,000.00	22,500.00	2,250.00	24,750.00	55.0	20,250.00
TOTALS:	1,341,800.00	744,482.00	58,428.00	802,910.00	59.8	538,890.00

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 \$ 802,910.00
LESS PREVIOUS INVOICES \$ 744,482.00


PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 58,428.00

INVOICE RECEIVED BY
NR ON 5/2/14
GOODS/SERVICES RECEIVED BY
Ann. Flores ON 4/30/14

4-1303-431-00-123-100.0-841

23

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

INVOICE #: 11324805
INVOICE DATE: 04/30/14

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 April 2014.						
11005-Prel Const.	70,000.00	28,000.00	3,500.00	31,500.00	45.0	38,500.00
11006-Design Schem	309,600.00	123,840.00	15,480.00	139,320.00	45.0	170,280.00
11007-Pr1 ROW Ownrsh	40,000.00	16,000.00	2,000.00	18,000.00	45.0	22,000.00
12001-EA Reports	160,000.00	32,000.00		32,000.00	20.0	128,000.00
12002-P.Inv Mtg/Hear	79,200.00	31,680.00		31,680.00	40.0	47,520.00
12007-Arch & Hist	32,027.60		1,601.38	1,601.38	5.0	30,426.22
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		808.88	808.88	2.5	32,163.52
16101-Hydro Map	45,000.00	18,000.00	4,500.00	22,500.00	50.0	22,500.00
16401-Coor w/Tx/FHWA	30,000.00	12,000.00		12,000.00	40.0	18,000.00
33001-Geotech Testin	20,000.00				0.0	20,000.00
TOTALS:	872,800.00	266,920.00	27,890.26	294,810.26	33.8	577,989.74

ORIGINAL CONTRACT SUM \$ 872,800.00
CHANGE BY CHANGE ORDER \$ 0.00
CONTRACT SUM TO DATE \$ 872,800.00
TOTAL COMPLETED TO DATE \$ 294,810.26
LESS PREVIOUS INVOICES \$ 266,920.00


PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 27,890.26

INVOICE RECEIVED BY
NB ON 5/2/14
GOODS/SERVICES RECEIVED BY
Conor Flores ON 4/30/14

4-1303-431-00-123-051-0-841

13

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

INVOICE #: 11324820
INVOICE DATE: 04/30/14

SIGN: _____
 REQ# 260 883
 PO# 663465

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 April 2014.						
13002-ROW Mapping	14,200.00	14,200.00		14,200.00	100.0	
13003-Utility Adjust	45,878.34	43,584.42	1,376.35	44,960.77	98.0	917.57
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	2,205.00	72,030.00	98.0	1,470.00
16101-Hydro Map	30,000.00	28,500.00	900.00	29,400.00	98.0	600.00
16201-Signing	11,329.30	10,762.84	339.87	11,102.71	98.0	226.59
16202-Pavement Mrkng	6,323.80	6,007.61	189.71	6,197.32	98.0	126.48
16250-Signal Dsg/Sub	12,974.89	11,028.66	1,946.23	12,974.89	100.0	
16304-Irrig Design	15,000.00	14,250.00	450.00	14,700.00	98.0	300.00
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 Srvc	6,300.00	1,398.60	3,502.80	4,901.40	77.8	1,398.60
60220-Appraisal/Sub	18,000.00	4,000.00	10,000.00	14,000.00	77.8	4,000.00
60300-Appraisal Rvw	3,150.00		2,450.70	2,450.70	77.8	699.30
60330-Appr. Rev/Sub	4,050.00		3,150.00	3,150.00	77.8	900.00
60400-Parcel Negtion	32,400.00		17,820.00	17,820.00	55.0	14,580.00
60500-Clsng Srvc Fee	2,700.00				0.0	2,700.00
TOTALS:	490,606.33	340,507.13	44,330.66	384,837.79	78.4	105,768.54

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	572.93	18,715.94	98.0	381.96
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-Appraisal 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 #: 11324820
INVOICE DATE: 04/30/14
PAGE: 2

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	366,745.14	44,903.59	411,648.73	78.4	133,728.50


PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	\$	490,606.33
CHANGE BY CHANGE ORDER	\$	54,770.90
CONTRACT SUM TO DATE	\$	545,377.23
TOTAL COMPLETED TO DATE	\$	411,648.73
LESS PREVIOUS INVOICES	\$	366,745.14
CURRENT PAYMENT DUE	\$	44,903.59

INVOICE RECEIVED BY
NB ON 5/2/14
GOODS/SERVICES RECEIVED BY
Comm. Flw ON 4/30/14
4-1342-431-00-123-094-0-731

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

INVOICE #: 11324821
INVOICE DATE: 04/30/14

SIGN: _____

REQ# 212 30

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 April 2014.						
13002-ROW Mapping	27,500.00	27,500.00		27,500.00	100.0	
13003-Utility Adjust	57,700.00	54,815.00	1,731.00	56,546.00	98.0	1,154.00
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	1,200.00	39,200.00	98.0	800.00
16102-Hydro Design	24,467.42	23,244.05	734.02	23,978.07	98.0	489.35
16201-Signing	17,645.01	16,762.76	529.35	17,292.11	98.0	352.90
16202-Pavement Mrkng	14,344.06	13,626.86	430.32	14,057.18	98.0	286.88
16205-Signal Design	10,000.00	8,500.00	1,500.00	10,000.00	100.0	
16270-Fish Beacn/Sub	6,487.45	5,514.33	973.12	6,487.45	100.0	
16304-Irrig Design	25,000.00	23,750.00	750.00	24,500.00	98.0	500.00
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		2,100.00	2,100.00	100.0	
60302 Aprasal Update	408.00				0.0	408.00
60330-Appr. Rev/Sub	2,700.00		2,700.00	2,700.00	100.0	
60400-Parcel Negtion	21,000.00		17,430.00	17,430.00	83.0	3,570.00
60500-Clsng Srvs Fee	1,200.00				0.0	1,200.00
TOTALS:	349,343.94	310,505.00	30,077.81	340,582.81	97.5	8,761.13

ORIGINAL CONTRACT SUM \$ 349,343.94
CHANGE BY CHANGE ORDER \$ 0.00
CONTRACT SUM TO DATE \$ 349,343.94
TOTAL COMPLETED TO DATE \$ 340,582.81
LESS PREVIOUS INVOICES \$ 310,505.00


PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 30,077.81

INVOICE RECEIVED BY
Nbc ON 5/2/14
GOODS/SERVICES RECEIVED BY
Carla Flea ON 4/2/14

41-1342-431-00-123-099-0-841

AI-44519

Purchasing Department 13. B.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Martha L. Salazar, HC-PA Submitted By: Rocio Villarreal, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice #11324802 in the amount of \$7,577.28 from L&G Consulting Engineers, Inc. contracted engineer for HCMPO Policy Meeting-C-13-225-07-09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-429-30-125-014-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

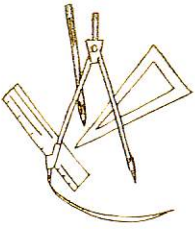
FUNDS AVAILABLE THROUGH PO# 697785 AS OF 5/23/2014.

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/20/2014 04:50 PM
Budget & Management	Debbie Tamez	05/21/2014 09:58 AM
Obdett Calzada	Obdett Calzada	05/23/2014 09:05 AM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Rocio Villarreal		Started On: 05/13/2014 04:54 PM
	Final Approval Date: 05/23/2014	



May 1, 2014

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

RE: PROGRESS REPORT

Activities at the HCMPO for the month of April 2014

Work Authorization No. 1 Contract #C-11-054-04-12 (PO#697785)

Dear Judge Garcia and County Commissioners,

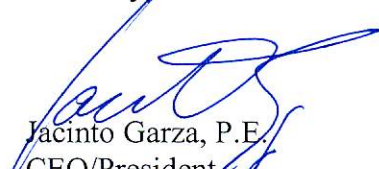
Attached is our invoice for the month of April 2014. This invoice covers the basic fee associated for attending the Hidalgo County Metropolitan Planning Organization (HCMPO) technical and policy meetings.

The following tasks were accomplished this month.

- April 1, 2014 – Jacinto Garza, P.E. attended the HCMPO Technical Advisory Committee (TAC) meeting and coordinated with the Hidalgo County MPO Policy Committee member, Commissioner Joe Flores prior to the scheduled Policy Meeting.
- April 17, 2014 – Jacinto Garza attended the HCMPO Transportation Policy Committee meeting and coordinated recommendations and information to the Hidalgo County MPO Policy Committee member, Commissioner Joe Flores.

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

Sincerely,


Jacinto Garza, P.E.
CEO/President
Attachments

2014 MAY 2 PM 3 09
BUDGET OFFICE
HIDALGO COUNTY

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

INVOICE #: 11324802
INVOICE DATE: 04/30/14

BILL TO:

Hidalgo County
100 E. Cano
Edinburg, TX 78539

JOB: 130901
HCMPO - On Call Eng Services
PO#697785

Engineering services for the month of April 2014.

HCMPO POLICY MTG

HCMPO Policy Meeting	1.00mtg	3788.640 / mtg	<u>3,788.64</u>

HCMPO POLICY MTG TOTAL:			<u>3,788.64</u>

HCMPO TECH MEETING

HCMPO Tech Meeting	1.00mtg	3788.640 / mtg	<u>3,788.64</u>

HCMPO TECH MEETING TOTAL:			<u>3,788.64</u>

TOTAL			<u>7,577.28</u>


Project Manager's Signature



HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION

Technical Advisory Committee Meeting –Tuesday, April 1, 2014

HCMPO Conference Room

Weslaco, TX.

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	RICHARD A. HINGOSA	City of Edinburg	388-8202		r.hingosa@cityofedinburg.com
2.	Isac A. Calik	LHG/ City of Mission	585-1909		
3.	Maribel Contreras	Lower Valley Metro	969-5761		
4.	Dora E. Robles	Pharr	402-4221		dora.robles@pharr-tx.gov
5.	Bill Heckert	Pharr	402-4242		william.heckert@pharr-tx.gov
6.	Jacinto Garza	LHG/ County	565-9813		Jacinto@engines.com
7.	Michelle Leftwich	City of Mercedes	565-3114		
8.	Orlando Salinas	City of Elsa			orlando.salinas@elsoygrande.org
9.	Jim Edge	HCCRD			
10.	Homer Bazzin	TxDOT			
11.	Rafael Sanchez	TxDOT-TMP	702-6232		
12.	Joe Torres	ALTON	537-4037		jftorres34@gmail.com
13.	Edna Lopez	McAllen	681-2718		
14.	Jaime S. Sandoval	COA	787-0006		
15.					

Hidalgo County MPO
Transportation Policy Committee Meeting
April 17, 2014

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	RICHARDSON in Hingosa	City of Edinburg	362-8202		r_hingosa@cityofedinburg.com
2.	Oscar Cuellar Jr	Penitros			
3.	KEN & SANCHEZ	Sharr			
4.	BEN MACIAS	HALFF			
5.	Maria Garza, J.	City of Mission			
6.	TORIBIO Garza	TXDOT			
7.	Pete Alvarez	TXDOT			
8.	Armando Martinez	State Rep. Dist. 39			
9.	JEFF UNDERWOOD	CITY OF AUSTON			
10.	Orlando Salinas	City of Elgin			orlando.salinas@llanogrande.org
11.	Scott Crane	mcAlley			
12.	JUAN A. Sustaita, Jr.	TXDOT	702-6338		
13.	Juan P. Terrazas	TXDOT	702-6298		
14.	Isacinto Garza	ITG	565-9813		
15.					

AI-44520

Purchasing Department 13. C.

CC CONSENT

Meeting Date: 05/27/2014

Submitted By: Tanya Delira, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

CONSTABLE PCT. 3

Requesting authority to enter into a new 36-month new (capital) lease copier for a Ricoh Aficio MP2553SP through our membership/participation with (DIR) Department of Information Resources awarded vendor, RICOH USA, INC. contract DIR-SDD-1674 through requisition #256653 in the total monthly payment of \$134.60, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-421-00-293-001-0-432/601/780

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

BUDGETARY IMPACT:

Amount available for requisition# 256653 as of 5-16-14 \$1,042.20 for RICOH USA, INC.

Attachments

RICOH

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/14/2014 02:14 PM
Manuel Chapa	Manuel Chapa	05/16/2014 10:52 AM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Tanya Delira		Started On: 05/14/2014 08:58 AM
	Final Approval Date: 05/23/2014	

147-44520

Requisition

Req # 00256653

PO #

Date: 05/07/14

Bill To: x
x

Vendor : 399566
RICOH USA, INC.
P.O. BOX 650073
DALLAS TX 75265-0016

Ship To: HIDALGO CO. CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact: R. RAMOS
956-205-7031

Contract No: DIR-SSD-1674

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REQUESTING A PO FOR NEW COPIER LEASE FOR THE HIDALGO COUNTY CONSTABLE PCT. 3 DEPARTMENT. Lease Term 36 Months 7 Months remaining in the fiscal year: 06-01-14 - 12-31-14 Delivery requested on or before 05-31-14 Delivery contact: Raquel Ramos Service/Maintenance Includes 30,000 B/W Clicks Pooled Annually Overages billed annually. B/W overages @ \$0.0105 Gold Service Entitlements Includes: Parts, Labor, Toner & Staples. Service/Maintenance is \$315.00/Annually billed monthly @ \$26.26 To the extent permitted by the laws and Constitution of the State of Texas, equipment is to be leased in accordance with the terms and conditions of State of Texas Department of Information Resources Contract NO. DIR-SDD-1674 Appendix E Master Lease Agreement. It is acknowledged and agreed that this Purchase Order constitutes a "Schedule" as defined in the Master Lease Agreement."		
7.00	MONTH	Ricoh Aficio MP2553SP #416765 (QUANTITY 1) - \$67.47 ESP XG-PCS-15D - Digital Network Powerfilter - \$4.58 Network Print/Scan Connection (Seg. 2) - \$7.63 Finisher SR3140 - \$21.81 Bridge Unit BU3050 - \$3.75 PAC52 Cabinet - \$3.11	108.35	758.45
7.00	MONTH	Monthly B/W Service/Maintenance (2,500 B/W impressions monthly @ \$0.0105)	26.25	183.75
1.00	EACH	Overages billed Annually. B/W @ \$0.0105	100.00	100.00

Authorized By: _____

Requisition

Req # 00256653

PO #

Date: 05/07/14

Bill To: x
x

Vendor : 399566
RICOH USA, INC.
P.O. BOX 650073
DALLAS TX 75265-0016

Ship To: HIDALGO CO. CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		<u>Account No</u> - - - - -	<u>Encumbrance</u>	
		4-1100-421-00-293-001-0-432	183.75	
		4-1100-421-00-293-001-0-601	100.00	
		4-1100-421-00-293-001-0-780	758.45	
			Freight	.00
			Total	1,042.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Proposal for Document Copying & Printing Solutions



Hidalgo
County
Constable Pct. 3



PREPARED BY:

Aissa Garcia – Account Executive

Mobile: (956) 607-6465

Fax: (956) 687-2012

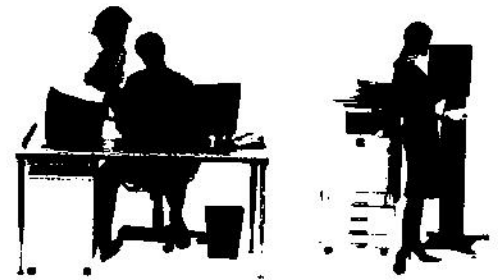
Email: Aissa.Garcia@ricoh-usa.com

Proposal Submitted: May 13, 2014

RICOH
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May 13, 2014

Hidalgo County – Constable Pct. 3
Ms. Raquel Ramos
730 N. Breyfogle Suite B
Mission, TX 78572



Dear Ms. Ramos,

Thank you so much for taking the time to speak with me regarding your department's document and office equipment needs. I truly appreciated the time you took to discuss this situation. Based on our conversation, I have put together a proposed solution that we believe will meet your goals of:

- Highly efficient new technology and cost effective black & white output devices
- High quality copies, prints and productions with increased security & productivity
- An all-inclusive service package (service, toner & staples included to reduce supply costs)

At Ricoh, we have built a solid reputation for providing the best solution for each of our customer's unique requirements. We are able to meet your specific needs by leveraging innovative technology backed by Ricoh's world-class service and expertise.

Thank you for giving us the opportunity to present the following proposal. We look forward to serving all of your document needs and increasing your document efficiency.

Sincerely,

Aissa Garcia
Account Executive
(956) 607-6465

Reservation of Rights—In response to your invitation, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate appropriate and mutually acceptable terms and conditions in the exercise of good faith. As is customary for transactions of this type, our proposal is based upon the information provided by you and the assumptions set forth in our response, and any changes to such information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

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Ricoh MP2553SP

Black/White Multifunctional Device



Key Features

- 25-PPM monochrome
- 1,150-sheet paper capacity
Tray 1 – 500 Sheets
Tray 2 – 550 Sheets
And 1 – 100 Sheet Bypass with a cabinet
- 1,000-sheet finisher / stapler
- DOSS (Data Overwrite Security System) is standard - For ISO 15408 Compliance
- Scan to/Print from USB/SD Card
- Configured print and scan; providing both black & white and color scanning
- 4.2-second monochrome first-print speed
- ESP power filter
- Energy Star® compliant



DIR Contract - Investment Details for 36 Months

Equipment Breakdown

- Ricoh Aficio MP2553SP
ESP XG-PCS-15D - Digital Network Powerfilter
Network Print/Scan Connection (Seg. 2)
Finisher SR3140
Bridge Unit BU3050
FAC52 Cabinet

DIR Purchase Pricing 36 Month Pricing

\$2,212.00	\$67.47
\$150.00	\$4.58
\$250.00	\$7.63
\$715.00	\$21.81
\$123.00	\$3.75
\$102.00	\$3.11

Hidalgo
Budget
Code

Equipment Totals

\$3,552.00	\$108.35
	\$26.25

780-Eq.
432-Svc.

Service (2,500 B/W impressions monthly @ \$0.0105)
Overages billed Annually. B/W @ \$0.0105

TOTAL MONTHLY PAYMENT FOR 1 MP2553SP:

\$134.60

(Please see attached DIR Pricing Sheet for further break down and verification of contracted pricing)

Pricing Components Include: Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE:** All rates are Property Tax Inclusive and based off of the DIR Contract: DIR-SSD-1674

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www.ricoh-usa.com



Please direct any questions on this proposal to:

Aissa Garcia – Account Executive

Mobile: (956) 607-6465

Fax: (956) 687-2012

Email: Aissa.Garcia@ricoh-usa.com

Proprietary and Confidential Statement—The enclosed materials are proprietary to Ricoh Americas Corporation and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of Ricoh as a potential business partner. These materials do not represent an offer or a binding agreement.

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Texas DIR
Purchase / Lease / Full Maintenance

Contract P. DEN-53D-1674

[illegible]


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Guidance and instruction for statewide technology planning, policy, and management:

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- [DIR Accessibility](#)
- [Statewide Project Delivery](#)

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Protecting the state's information and resources.


[Learn more](#)

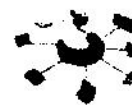
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Voice and data solutions for Texas.


[Learn more](#)

What's New

Technology-Related Bills

Texas.gov: Start the School Year Right (Press Release)

Next Board Meeting: Oct 31

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Dept. of Information Resources
 300 W. 15th St. Ste. 1300
 Austin, TX 78701 **MAP**
 (512) 475-4700

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300 W. 15th St. Ste. 1
Austin, TX 78701 **MAP**
(512) 475-4700



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Ricoh USA, Inc.

URL [Vendor Website](#)
Vendor ID 12303344001
HUB Type Non HUB

DIR Contract Number DIR-SDD-1674
Contract Term End Date 6/9/2014
Contract Exp Date 6/9/2015

Ricoh USA, Inc.

Contact Liz Cobb
Phone (913) 223-5554
Fax (913) 273-1567

DIR

Contact John Besser
Phone (512) 936-5432
Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the [Ricoh USA, Inc.](#) website or contact Liz Cobb at (913) 223-5554. Reseller Vendors are also available through this Contract. Select from any Reseller Vendor contact listed below to also obtain product and pricing information.
2. Generate a purchase order, made payable to Ricoh USA, Inc. or any Reseller Vendor listed below. You must reference the DIR Contract Number **DIR-SDD-1674** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor or reseller sales representative.

Contract Overview

DIR maintains a default administrative fee of .50 percent. In some cases, the fee may be as low as .25 percent.

[Get Adobe Reader](#)

Contract: **DIR-SDD-1674**

Standard Terms and Conditions PDF - 426 KB

This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 321 KB | Updated 06/15/2011

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 155 KB | Updated 04/20/2012

Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 17AC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Available Brands

Fujitsu
Ricoh

Available Products & Services

Lease Agreement - Printers Copiers Scanners - MFP
Maintenance - Printers Copiers Scanners - MFP
Managed Document Output
Multifunction
Printers
Printers Copiers Scanners - MFP - Peripherals

Additional Contract Information

[Appendix D1, Ricoh Services Agreement \(340 KB\)](#)
[Appendix D2, IKON Service Agreement \(316 KB\)](#)
[Appendix D3, IKON Maintenance and Sales Agreement \(95 KB\)](#)
[Appendix D4, Statement of Work \(847 KB\)](#)
[Appendix D5, Software Sale Agreement \(95 KB\)](#)
[Appendix E, Master Lease Agreement \(208 KB\)](#)

[Click here to find our Master Schedule Pricelist](#)

Click here to find our Master Schedule Pricelist

[No thanks, return to search](#)

Vendor Name	Vendor ID	HUB Type	Contact Name	Phone/Fax	Address
3N1 Office Products, Inc.	1751943504800	Non HUB	Joel Campos	Phone: 501-312-0050	Texarkana, TX
Abilene Business Equipment	1751237049900	Non HUB	Danny Daniels	Phone: 325-677-4327	Abilene, TX
Advanced Office Systems	1752763536500	Woman Owned	Charles Broussard	Phone: 817-695-1700 Fax: (817) 652-3132	Arlington, TX
Allen Young Office Equipment	1752854909400	Non HUB	Michael Young		San Angelo, TX

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- [Overview](#)
- [Contract Information](#)
- [Ricoh Products](#)
- [Managed Document Services](#)
- [Environment](#)

State of Texas - Department of Information Resources

COMMITTED TO document management



Order Instructions

- [Ordering Instructions](#)

Contract Pricing

- [Hardware Catalog](#)
- [Ricoh Master Schedule](#)
- [Software Offering](#)
- [MDS Pricing](#)
- [Fujitsu Scanners](#)
- [Pricing Index](#)

Warranty Information

- [Purchase Warranty](#)
- [Printer Warranty](#)

Introduction

Through our relationship with Texas DIR, Ricoh is uniquely positioned to help your organization take full advantage of the latest digital technology and process improvement software. Ricoh's comprehensive portfolio and commitment to innovation, security, sustainability and comprehensive solutions can help address your document management needs.

➤ [Click here to verify pricelist](#)

This site is designed to provide you with information on Ricoh's products and services available to you under the **DIR-SDD-1674** which has been competitively solicited.

For more information on how to utilize this contract, please contact the appropriate [Account Manager](#) or your local Ricoh Family (Ricoh, Savin, Lanier) sales representative.

Liz Cobb
Area Manager - State and Local Government
Ricoh Americas Corporation
phone: 913-223-5554
Email: liz.cobb@ricoh-usa.com

Visit Texas DIR site



Contracts Program

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Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

1												2		3a	3b	4a		4b	
Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xlev at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term In Months	Est. Economic Useful Life In Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)							
Facilities Mgmt	248884	DIR-1674		MP C4503	\$156.22	N	N	36	60	\$5,623.92	\$5,122.00	Capital Lease							
County Clerk	250124	Open Mkt		Cortex SD3615	\$238.05	N	N	36	60	\$8,569.80	\$6,920.00	Capital Lease							
449th District Court	249560	DIR-1674		Ricoh MP C4503	\$193.04	N	N	36	60	\$6,949.44	\$6,329.00	Capital Lease							
Tax Office-San Juan	250492	DIR-1674		Ricoh SP5200S	\$69.06	N	N	36	60	\$2,486.16	\$2,264.00	Capital Lease							
Pct. 4 CRC Center	249797	DIR-1674		Ricoh MP3015PF	\$44.45	N	N	36	60	\$1,600.20	\$1,457.00	Capital Lease							
Court At Law 1	252201	DIR-1674		Ricoh MPC4503	\$216.22	N	N	36	60	\$7,783.92	\$7,089.00	Capital Lease							
Tax Office-Bookkeeping	249861	DIR-1674		Ricoh MP5002SP	\$212.13	N	N	36	60	\$7,636.68	\$6,955.00	Capital Lease							
Constable Pct. 2	252326	DIR-1674		Ricoh MPC4503	\$127.84	N	N	48	60	\$6,136.32	\$5,103.00	Capital Lease							
Health Pharr Clinic	251600	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease							
Health ED Enviro.	251652	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease							
Health Mission Env.	251653	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease							
Health Elsa Clinic	251655	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease							
Health Hidalgo Clinic	251656	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease							
Health ED Pulmonary	251657	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease							
Health ED Clinic	251658	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease							
Health MCA Clinic	251661	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease							
Health Miss Clinic	251663	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease							
Health Wes Clinic	251665	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease							
Health Wes Enviro	251668	DIR-1674		Ricoh MP5002SP	\$234.98	N	N	36	60	\$8,459.28	\$7,533.00	Capital Lease							
BUDGET & MGT	250439	DIR-1674		Ricoh MP5002SP	\$210.67	N	N	36	60	\$7,584.12	\$6,736.00	Capital Lease							
BUDGET & MGT	250442	DIR-1674		Ricoh MP5002SP	\$218.78	N	N	36	60	\$7,876.08	\$5,704.00	Capital Lease							
Health BIC Dept.	253448	DIR-1674		Ricoh MP7502SP	\$300.42	N	N	48	60	\$14,420.16	\$11,993.00	Capital Lease							
Jail-Class. Hall	253915	HCDE		XEROX W585AP1	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease							
Pct. 2 CRC Alamo	254674	Dir-1662		IR-C2225	\$130.26	N	N		60	\$4,689.36	\$4,243.00	Capital Lease							
Pct. 2 New Admin	254697	Dir-1662		IR-C5235	\$210.76	N	N		60	\$7,587.36	\$6,865.00	Capital Lease							
Jail-Infirmay	253918	HCDE		XEROX W585AP1	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease							

Jail-Kitchen	253920	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
Jail-Records	253922	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
Jail-Releasing Hall	253923	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
Jail-Administration	253925	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
Jail-P.L.	253928	HCDE		XEROX WC3615DN	\$35.08	N	N	48	60	\$1,683.84	\$1,048.53	Capital Lease
Sheriff's-Exec. Office	253913	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
Sheriff's-Budget	253924	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
Sheriff's-Civil/Warrant	253926	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
Sheriff's-Patrol Sq.	253916	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
Sheriff's-CID	253921	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
Sheriff's-Academy	253929	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
HIDTA Task	253701	DIR 1662		Canon IRC5235	\$226.23	N	N	36	60	\$8,144.28	\$8,144.28	Capital Lease
Constable Pct. 3	256653	DIR-1674		RICOH MP2553SP	\$108.35	N	N	36	60	\$3,900.60	\$3,552.00	Capital Lease

AI-44582

Purchasing Department 13. D.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Martha L. Salazar, HC-PA Submitted By: Rocio Villarreal, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of payment of Invoice #2014-0053 in the amount of \$167,310.00 submitted by contracted architect, ERO Architects in connection with, "Schematic Design Phase for the New Hidalgo County Courthouse"C-13-122-07-17.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1342-419-40-125-035-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available through PO# 697600.

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/20/2014 04:53 PM
Budget & Management	Debbie Tamez	05/21/2014 10:02 AM
Glinda Pacheco	Glinda Pacheco	05/21/2014 02:20 PM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Rocio Villarreal		Started On: 05/16/2014 12:27 PM
	Final Approval Date: 05/23/2014	



INVOICE

BILL TO

Ms. Martha Salazar, CPPB
Purchasing Agent
Hidalgo County Courthouse
2812 S. Business Hwy 281
Edinburg, TX 78539

Project Description:: Hidalgo County Judicial Complex - SD

Per AIA Document B101 - Article 11.1

Fixed Fee = \$836,550

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	OUR PROJECT NO.	BALANCE DUE
2014-0053	Apr 29, 2014	May 29, 2014	13015	\$167,310.00

	Fee Summary		Previously Invoiced		Current Invoice		Remaining
	%	Stipulated	% phase completed	Amount billed	% Complete	Value of completed	Amount Remaining
02 Schematic Design	100.00%	\$836,550.00	80.00%	\$669,240.00	100.00%	\$167,310.00	\$0.00
	100.00%	\$836,550.00	80.00%	\$669,240.00	20.00%	\$167,310.00	\$0.00

Invoice Total: \$167,310.00

Please make payments to ERO Architects. Late payments are subject to penalty fees.

AI-44629

Purchasing Department 13. E.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Comm. J. Palacios, HC-Pct. 4 Submitted By: Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Change Order No. 1 for an extension of sixty (60) additional days and no additional dollars to Contract No. C-13-072A-11-19 with Couric Enterprises, LLC dba Foremost Construction as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of a Community Resource Center in San Carlos" with authority for County Judge, or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1303-419-40-124-123-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available through PO 703489.

No Fiscal Impact.

Attachments

Chg Ord 1 -Pct 4 -San Carlos CRC

Form Review

Inbox
Purchasing Department
Budget & Management
Glinda Pacheco
Auditor's Office

Reviewed By
Marty Salazar
Debbie Tamez
Glinda Pacheco
Monica Badillo

Date
05/20/2014 04:54 PM
05/21/2014 11:07 AM
05/21/2014 11:43 AM
05/23/2014 03:19 PM
Started On: 05/20/2014

Form Started By: Moises Salazar

Final Approval Date: 05/23/2014

AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address): Hidalgo County Pct. 4 San Carlos CRC San Carlos, Texas	CHANGE ORDER NUMBER: 001 DATE: May 7, 2014	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): Foremost Construction 26986 Bass Blvd. Harlingen, Tx. 78552	ARCHITECT'S PROJECT NUMBER: 201310 CONTRACT DATE: November 19, 2013 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Time Extension of 60 calendar days due to unforeseen issues that delayed the start of the project.

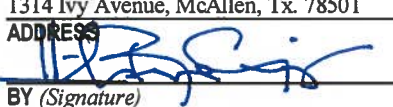
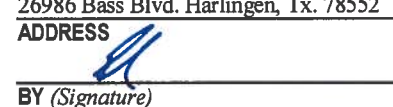
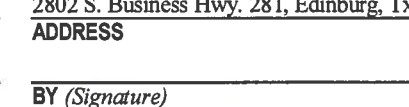
The original Contract Sum was	\$ 1,211,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,211,000.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 1,211,000.00

The Contract Time will be increased by Sixty (60) days.

The date of Substantial Completion as of the date of this Change Order therefore is October 10, 2014

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Mata+Garcia Architects LLP</u> ARCHITECT (Firm name)	<u>Foremost Construction</u> CONTRACTOR (Firm name)	<u>County of Hidalgo</u> OWNER (Firm name)
<u>1314 Ivy Avenue, McAllen, Tx. 78501</u> ADDRESS	<u>26986 Bass Blvd. Harlingen, Tx. 78552</u> ADDRESS	<u>2802 S. Business Hwy. 281, Edinburg, Tx.</u> ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
<u>Hector Rene Garcia</u> (Typed name)	<u>Eric Solis</u> (Typed name)	<u></u> (Typed name)
<u>May 7, 2014</u> DATE	<u>May 7, 2014</u> DATE	<u></u> DATE



FOREMOST
CONSTRUCTION
A BRANCH OF COURIC
ENTERPRISES LLC

County Of Hidalgo
2802 South Business Hwy 281
Edinburgh, Texas 78539

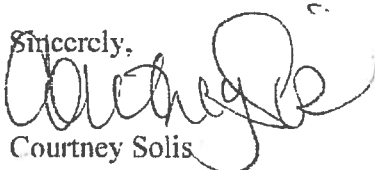
Re: San Carlos Community Resource Center Precinct 4

To Whom It May Concern:

Couric Enterprises, LLC dba Foremost Construction is requesting 60 working calendar days to be added to the contract. This is due to the following unforeseen issues that delayed the start of the project.

1. Notice to Proceed dated: 1/23/2014
2. L&G received a P.O. from Hidalgo County to test existing density of site pad on 2/4/2014
3. L&G test result and recommendation on existing density of site pad were received on 2/26/2014
4. Hidalgo County submitted the elevation certification in order to receive a permit for construction on 3/12/2014
5. Water Service agreement was issued to North Alamo Water Co on 3/14/2014
6. Currently, clearance from North Alamo Water Co has not yet been resolved. All documents have been submitted and waiting on approval.
7. L&G received P.O. from Hidalgo County for the testing of Material on 3/20/2014

Sincerely,


Courtney Solis
Member

AI-44512

Purchasing Department 13. F.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Martha L. Salazar, HC-PA Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise the ninety (90) day extension as provided under the current contract between Hidalgo County and CTC Distributing LTD for "Off Premises Storage, Records Management, Pick-up, Retrieval & Delivery Services", under the same rates, terms and conditions, so as to have no lapse in services while the procurement process is completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: See Below

ACCT. #: VARIOUS

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

FUNDS AVAILABLE AS OF 5/23/2014.

PURCHASING: 4-1100-415-18-160-001-0-350/601

SHERIFF: 4-1100-421-00-280-001-0-350/601

DC COUNTY REC MGMT: 4-1238-412-00-090-003-0-350

CO AUDITOR: 4-1100-415-21-170-001-0-601

JAIL: 4-1100-423-21-280-002-0-601

DIST CLERK: 4-1100-412-00-090-001-0-601

Attachments

90 Day Signed Extension

E-13-181

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/20/2014 04:48 PM
Budget & Management	Debbie Tamez	05/21/2014 09:55 AM
Obdett Calzada	Debbie Tamez	05/23/2014 03:09 PM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Yolanda Velasquez		Started On: 05/13/2014 02:47 PM
	Final Approval Date: 05/23/2014	



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

May 13, 2014

CTC Distributing, LTD
Attn: Brian Kelly Madden, General Manager
615 Blaze Blvd.
Edinburg, Texas 78539

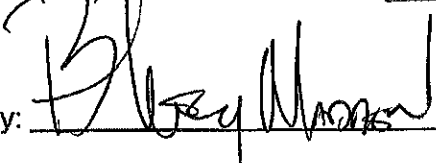
via email: k_madden@ctcdistributing.com

Re: *Ninety (90) Day Extension to Contract #E-13-181-05-14 (C-11-012-05-31) "Off Premises Storage, Records Management, Pick-up, Retrieval & Delivery Services"*

Dear Dr. Garza:

Commissioners' Court will take applicable action on **(Tuesday, May 27, 2014)** in connection with the Hidalgo County's option to exercise the **Ninety (90) Day** grace period as stated in the current contract in place while the procurement process is completed. **(Commencing, June 03, 2014, Expiring, August 01, 2014) or (upon completion of the procurement process which ever is most advantageous to H.C.)** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than **Thursday, May 15, 2014**, attn: Yolanda Velasquez, Buyer III. to facsimile (956) 318-2629 or via email yolanda.velasquez@co.hidalgo.tx.us

By: 

Date: 5/14/2014

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4881. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

xc: file



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/7/2014

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 McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	CONTACT NAME: Mindy Rivera	
	PHONE (A/C, No. Ext): (956) 565-2481 FAX (A/C, No.): (956) 565-2733	
	E-MAIL: mindy@mcafeeagency.com	
	ADDRESS: mindy@mcafeeagency.com	
INSURED Goldman Services, Inc., etal CTC Distributing, LTD 615 Blaze Blvd Edinburg TX 78539	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A Republic Lloyds	
	INSURER B Texas Mutual Ins. Co.	
	INSURER C Hanover Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 14-15 WC Renewal

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
	☐ CLAIMS-MADE ☒ OCCUR	X	CMP 5636060	11/21/2013	11/21/2014	MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				
	☒ POLICY ☐ PROJECT ☐ LOC					
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☒ SCHEDULED AUTOS	BAP 5636061	11/21/2013	11/21/2014	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Underinsured motorist \$ 1,000,000
						EACH OCCURRENCE \$ 5,000,000
						AGGREGATE \$ 5,000,000
A	☒ UMBRELLA LIAB					
	☐ EXCESS LIAB					
	DED ☒ RETENTION \$ 10,000		UMB5636062	11/21/2013	11/21/2014	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☒ WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	TSF 0001176109	1/5/2014	1/5/2015	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Motor Truck Cargo		IHD3260703-05	6/3/2013	6/3/2014	Single Conveyance \$100,000
	Warehouse Legal Liab					Limit Deduct/1,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

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

Richard Garza/MIN

ACORD 25 (2010/05)

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INS025 (201005) 01

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PURCHASING DEPARTMENT
County Of Hidalgo

May 2, 2013

Brian Kelly Madden, General Manager
CTC Distributing, Ltd.
615 Blaze Blvd.
Edinburg, Texas 78539

Via-Email: k_madden@ctcdistributing.com

Re: Extension of Agreement No. E-12-149-05-22-Off Premises Storage, Records Management, Pick Up
Retrieval & Delivery Services for Hidalgo County

Dear Mr. Madden:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of May 14, 2013, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on May 8, 2013, via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By:

Date:

5/2/2013

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

Sincerely,

Rocio Villarreal
Contracts Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2013

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 McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570		CONTACT NAME: Mindy Rivera PHONE (A/C, No. Ext): (956)565-2481 FAX (A/C, No): (956)565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com	
INSURED CTC Distributing, LTD 615 Blaze Blvd Edinburg TX 78539		INSURER(S) AFFORDING COVERAGE INSURER A: Republic Lloyds INSURER B: Texas Mutual Ins. Co. INSURER C: Hanover Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:13-14 CTC WC Renewal

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			CMP5636060	11/21/2012	11/21/2013	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			BAP 5636061	11/21/2012	11/21/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Underinsured motorist \$ 1,000,000
A	UMBRELLA LIAB			UMB5636062	11/21/2012	11/21/2013	EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ DED ☒ RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF 0001176109	1/5/2013	1/5/2014	WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Motor Truck Cargo			IHD3260703-04	6/3/2012	6/3/2013	Single Conveyance 100,000
	Warehouse Legal Liability						Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard Garza/MIN

Additional Named Insureds

Other Named Insureds

CTC asset Company, Ltd

CTC Asset Management #1 LLC

CTC Asset Management #2 LLC

CTC Distributing, Ltd

Gold Madden LLC Limited Liability Company, Additional Named Insured

Goldman & Marcus Enterprises, Inc.

Goldman Family Management Trust

PODS of South Texas

The Adobe Group, Inc.

ADDITIONAL COVERAGES

Ref #	Description Employee Benefits				Coverage Code EBLIA	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description Uninsured motorist combined single limit				Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description PIP-Basic				Coverage Code PIP	Form No.	Edition Date
Limit 1 2,500	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1 5,000,000	Limit 2 5,000,000	Limit 3	Deductible Amount 10,000	Deductible Type	Premium		
Ref #	Description Expense constant				Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$150.00		
Ref #	Description Experience Mod Factor 1				Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		



PURCHASING DEPARTMENT
County Of Hidalgo

May 8, 2012

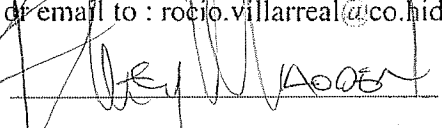
Brian Kelly Madden, General Manager
CTC Distributing, Ltd.
615 Blaze Blvd.
Edinburg, TX 78539

CERTIFIED MAIL
7099 3220 0002 9745 6654
k_madden@ctcdistributing.com

**Re: Extension of Agreement No. C-11-012-05-31-Off Premises Storage, Records Management,
Pick Up, Retrieval & Delivery Services for Hidalgo County**

Dear Mr. Madden:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of May 22, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Friday, May 11, 2012, via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

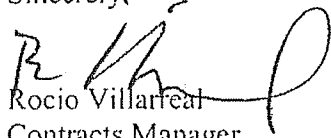
By: 

Date: 5/9/2012

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

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

Sincerely,



Rocio Villarreal
Contracts Manager
Hidalgo County Purchasing Department



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2012

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 McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570		CONTACT NAME: Mindy Rivera PHONE (A/C, No. Ext): (956)565-2481 FAX (A/C, No): (956)565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com	
INSURED Goldman Services, Inc., etal 615 Blaze Blvd Edinburg TX 78539		INSURER(S) AFFORDING COVERAGE INSURER A: Republic Lloyds INSURER B: Texas Mutual Ins. Co. INSURER C: Hanover Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:12-13 CTC-WC Renewal****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			CMP5636060	11/21/2011	11/21/2012	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BAP5636061	11/21/2011	11/21/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
						Underinsured motorist \$ 1,000,000	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TSF 0001176109	1/5/2012	1/5/2013	WC STATUTORY LIMITS
			OTHER				
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	Warehouse Legal			IHD3260703-02	6/3/2011	6/3/2012	Warehouse Legal \$ \$500,000
			Per Container \$ \$5,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard Garza/MIN

Additional Named Insureds

Other Named Insureds

CTC asset Company, Ltd

CTC Asset Management #1 LLC

CTC Asset Management #2 LLC

CTC Distributing, Ltd

Gold Madden LLC Limited Liability Company, Additional Named Insured

Goldman & Marcus Enterprises, Inc.

Goldman Family Management Trust

The Adobe Group, Inc.

Trappings, Inc.

ADDITIONAL COVERAGES

Ref #	Description Employee Benefits				Coverage Code EBLIA	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description Uninsured motorist combined single limit				Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description PIP-Basic				Coverage Code PIP	Form No.	Edition Date
Limit 1 2,500	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description Expense constant				Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$150.00		
Ref #	Description Experience Mod Factor 1				Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-11-012-05-31**

THIS CONTRACT is made and entered into this 31st day of May, 2011 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and CTC Distributing, LTD. a Texas Liability Company ("Company").

WHEREAS, Company responded to advertised notices for bids for “**Off-Premises Storage, Records Management, Pick Up & Delivery Services**” for Hidalgo County District Clerk, Purchasing Department, and Sheriff’s Office;

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

WHEREAS, in recognition of and in consideration of Company's agreement to perform the services described in the Specifications through Company’s, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the services described in the Specifications for Hidalgo County District Clerk, Purchasing Department, and Sheriff’s Office (the “Department”). 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, the following services as described in the Specifications on an as needed basis for Department or its designated agent:

- a. Storage of all new/additional records in new proper storage boxes;
- b. Pick up of files and/or boxes from County for storage on a daily basis at least twice a day (morning by 10:00 a.m. and afternoon by 3:00 p.m.) and on an emergency basis as described in the Specifications.
- c. Delivery of files and/or boxes requested by Department;
- d. Provision of replacement boxes at no charge to County;
- e. Storage of files/boxes kept on behalf of Department in a centralized location in close proximity to each other (i.e. one location);
- f. Bar-coding of all boxes sent to storage or retrieved from storage before delivery to County Department or before being refilled (bar-coding requirements are more specifically defined in Exhibit A).

The services described in items 2 (a-g) shall be referred to as the "Services". Company agrees that in performing the Services it will use proper professional standards, comply with any and all appropriate laws and regulations and shall devote such time as is necessary to safely and efficiently provide the Services.

3. **Definitions:** For purposes of this Contract, the following terms shall mean:

- a. **"Request"** for a file or box shall consist of the Department providing a written form (see Exhibit G) to Company for the exact file/box sought for Retrieval and Delivery.
- b. **"Retrieval"** shall mean the actual transport of a file from storage which is then prepared for delivery to the Department. Any instance in which a file is requested more than once because the Company failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.
- c. **"Delivery"** is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.
- d. **"Pick Up"** shall mean the actual physical carrying and transporting of a file or box from the Department by the Company with the intent of filing and storing such file or box at the Company's facility.

4. **Term.** This Contract shall be for a period beginning June 3, 2011 and ending on June 2, 2012 and may be extended at the sole discretion of County for an additional ninety (90) days (the "Grace Period") for unforeseen delays in the award of a new bid or the County's inability to obtain all records from the storage site.

5. **Renewal.** County may renew this Contract for two (2) additional one (1) year periods. Except as otherwise provided herein all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day of the contract period.

6. **Hours of Service.** Hours for Services shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, Services must be available at a moment's notice 24 hours a day, upon written notification by the Department of an emergency situation (see Exhibit A).

7. **Payment.** 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. The parties further agree that this Contract is on an "as-needed" basis as may be convenient and necessary for its proper records management operation and if at any time, the Department does not opt to request any Service in a particular month, no payment shall be due to Company for said month.

8. **Storage Box Specifications.** Contractor agrees to comply with the following box specifications for the storage of the Department's files:

Legal and Letter 12 W X 15 L X 10 H;
Separate Cover; Triple Walled (Width);
Double Walled (Length);
Double Bottom.

9. **Bar Coding Specifications.** Contractor agrees to use the Monarch Barcode Label System bar-coding system to bar-code all files delivered to County from storage and all files picked up from County for storage. Such system is compatible with the County's internal bar-coding system and must be available at all times during the performance of this Contract.

10. As a condition of this Contract, the storage facility where County records will be stored must be located entirely within Hidalgo County.

11. Company agrees to be solely responsible for the review and compliance of all applicable statutes or regulations related to storage of public records. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations.

12. **Response Time.** The parties agree to the following response time by Company:

- a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.
- b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10 a.m. and by 3 p.m. on the same day a request is made so long as such request is made no later than 1 p.m. For orders placed after 1 p.m., files and boxes shall be delivered on the next business day by 10 a.m.
- c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.

13. **Facility Condition.** Company shall provide a storage facility that is free of dust and dirt buildup. The structure shall preferably be a standalone structure, but if shared with other businesses, a firewall of approved construction shall separate the two entities. The facility shall

maintain a good fire prevention program based on good housekeeping procedures including but not limited to: (1) Smoking and use of open flame devices in storage areas shall be prohibited; (2) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness; (3) Such systems must include adequate smoke and fire early warning systems; (4) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have a manual shut-off device to prevent unnecessary water damage to records; (5) Halon is preferred suppression system. The facility shall also be client and humidity controlled with humidity not exceeding sixty percent (60%) and the temperature shall not exceed 90 degrees Fahrenheit in the records storage area. Air quality must be maintained in a manner that ensures that no contaminant that may cause damage to records (i.e. mold) exists.

14. **Pest Control and Inspections.** The Company agrees to maintain an adequate pest control program that includes at least two (2) termite, silverfish and carpenter ants inspections per year (at least once every six (6) months) by a qualified pest control service company. Proof of such inspections must be provided to the Department. Failure to provide proof of inspections within 10 days of such inspections may result in County terminating the contract without notice to vendor. The County shall be notified immediately if any insect infestation is detected inside the storage facility and immediate remediation measures shall be taken by Company to correct the infestation.

15. **Monthly Reports.** Department shall require Company to provide monthly activity reports reflecting the total number of containers in storage by media type, number of new containers (boxes) added; number of containers (boxes) permanently removed; number of boxes/files requested, number of boxes retrieved; number of boxes delivered and the number of boxes picked up for storage. In addition, the monthly report must include a list of files requested but not found. Monthly reports shall be due at the Department no later than the 10th day after the end of the month. During the first

twelve (12) months of the Contract term, the Company agrees to provide County an inventory of all files stored on site.

16. **Security.** The Company shall provide protection against sabotage, theft and vandalism. All visitors to the storage facility shall be required to register upon entrance and monitored during their stay. Exits shall also be in areas that are closely monitored.

17. **On-Site Access.** Company shall work with Department on special projects requiring temporary staging of records at the records storage facility. These projects are usually for the purpose of verifying contents, renumbering of boxes, conducting detailed searches, and for shifting files throughout a range of boxes. County agrees to provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes. Department also reserves the right to access the storage premises with reasonable written notice during regular working hours for the purposes of auditing, inspecting, and/or confirming files storage methods.

18. 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.

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

20. **Insurance.** Company shall provide insurance in force on all its vehicles and all

persons connected with providing the Services under this Contract naming County as an additional insured with coverage and in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes, and shall furnish to County certificates of such insurance coverage.

21. **Indemnification.** 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 Services by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

22. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

23. **Conflict of 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 and provision of their 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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

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

25. **Independent Contractor.** The Company, at all times will act as an independent contractor providing the Services and will not act or hold itself out to third parties as an employee or agent of County in the provision of the Services. The County shall not control how the results or the details of the Services

are provided and/or achieved. As an Independent Contractor, Company shall supply its own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Contract.

26. 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
 1615 S. Closner, Suite J
 Edinburg, Texas 78539

If to Company: CTC Distributing, Ltd.
 Attn: Brian Kelly Madden, General Manager
 615 Blaze Blvd
 Edinburg, Texas 78539

27. 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.

28. **Termination.** This Contract shall be in effect until (a) the Contract expires; or (b) performance of all specifications, requirements and services are completed; or (c) terminated by either party with thirty (30) days written notice with or without cause; or (d) upon award of contract to a new bidder, whichever comes first.

29. Upon the termination or expiration of the Contract, the Company shall make available to the County, any and all County records it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own facility or another facility. All such files shall be

made available to the County for transport at no additional cost to the County. **Company understands that all files held in storage on behalf of the County are important public records and are public property which must be returned to an appropriate County Official regardless of when and/or where they are located in the future.**

30. 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.

31. **TEXAS LAW TO APPLY. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.**

32. **Liquidated Damages.** The Company acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the Department. The Company and County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the Company or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of this Contract, the Company and County agree that Company shall pay to Hidalgo County, as liquidated damages, the sum of One Thousand Dollars and no/100ths (\$1,000.00) for each file or portion of a file

33. **Changes to Contract.** The County Purchasing Department may at any time, by

written order, and without notice to the Company's sureties, make reasonable changes within the general scope of the contract in any of the following: (1) method of delivery or pickup of files; (2) place of deliveries; (3) corrections of errors of a general administrative nature or other mistakes; the correction of which does not affect the scope of the contract, or does not result in expense to Company; (4) description of services to be provided which do not result in additional expenses to the Company; (5) time of performance (i.e. hours of day, days of week, etc.). All other amendments to the Contract shall be agreed to by both parties and shall be made in writing by Contract amendment.

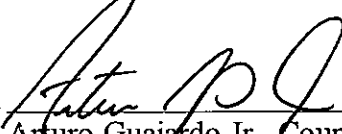
34. **Commitment of Current Revenues Only.** In the event that during any term hereof, the County's governing body does not appropriate sufficient funds to meet its obligations of this Contract, then the County may terminate this Contract upon sixty (60) days written notice to the Company. The County however, agrees to use its best efforts to secure funds necessary for the continued performance of this Contract. The County intends this provision to be a continuing right to terminate this Contract at the expiration of each budget period pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903.

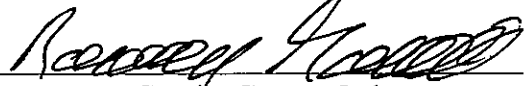
34. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and not otherwise.

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

COUNTY OF HIDALGO

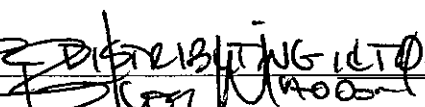
ATTEST:


Arturo Guajardo Jr., County Clerk

By: 
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 5/31/11 gmk

COMPANY

GR DISTRIBUTING LTD.
By: 
Printed Name: BRIAN KELLY-MADDEN
Title: PRESIDENT

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

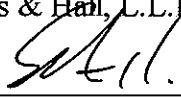
By: 

EXHIBIT “A”

REQUEST FOR BID (RFB) PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB) -CHECKLIST
HIDALGO COUNTY
"OFF PREMISES RECORDS STORAGE,
MANAGEMENT, PICKUP, RETRIEVAL &
DELIVERY SERVICES"
Bid No: 2011-012-04-13-YZV**

1. Request For Bid Letter.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications/Affidavit(s) (Attachments) consisting of 13 pages.
4. Exhibit "B" Bid Page consisting of 1 page.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page, Original must be filed by bidder at the Hidalgo County Clerk's Office.
7. Exhibit "E", State of Texas Library Commission Rules and Regulations.
8. Exhibit "F", List of Key Persons, consisting of 1 page.
9. Exhibit "G" and "H", Information Request Forms, consisting of 1 page (sample provided).
10. Vendor/Bidder Application and W-9 form consisting of 6 pages.
11. Certification Regarding Debarment consisting of 1 page.
12. Draft Service Contract consisting of 14 pages.

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

Thank you



Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

March 28, 2011
Date



PURCHASING DEPARTMENT
County Of Hidalgo

March 28, 2011

RE: Hidalgo County-Request for Bids – **"Off Premises Storage, Records Management, Pick-up, Retrieval & Delivery Services"**
RFB Nº 2011-012-04-13-YZV

Dear Sir/Madam:

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

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

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

Sincerely,


Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/yzv

Enclosures

Bid No: 2011-012-04-13

Buyer: Yolanda Z. Velasquez

Tel. No: (956) 318-2626

REQUEST FOR BIDS

**HIDALGO COUNTY (ALL FUNDING SOURCES)
"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP,
RETRIEVAL & DELIVERY SERVICES"**

BID OPENING DATE

APRIL 13, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626



Form HCPD-03

1. Sealed bids will be received for **"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-012-04-13-YZV-"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, APRIL 13, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2011-012-04-13-YZV-RFB-"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES – Hidalgo County** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County – Auditor's Office
Ray Eufracio, County Auditor
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	<u>APRIL 13, 2011</u>
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

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

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

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

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

19. Ethical Standards:

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

20. Disclosure of Conflict of Interest

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

business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.html.**
If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL &
DELIVERY SERVICES"
BID NO.: 2011-012-04-13-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

HIDALGO COUNTY (All Funding Sources)
"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP,
RETRIEVAL & DELIVERY SERVICES"
BID № 2011-012-04-13-YZV

SPECIFICATIONS AND REQUIREMENTS:

1. Revisions to the bid specifications shall not be permitted. Such changes shall constitute a failure to meet the minimum specifications and shall result in a bidder being disqualified from the selection process.
2. Services will be on an **"as needed basis"**. Should the County determine it is in the best interest to keep all documents in-house or to allow the Contract to expire on its own terms, the County shall provide a minimum of sixty (60) days written notice to the vendor that Hidalgo County intends to transport its (own Hidalgo County) files from the current awarded vendor's storage to its own (Hidalgo County) facility or another facility **at no additional cost to the County.**
3. The bidder must provide the following services:
 - a. Storage of all new/additional records, in a new proper storage box;
 - b. Pick-up of files and/or boxes for storage on a daily basis twice a day (morning & afternoon) and on an emergency basis at the discretion of the County described in page 5 (#25) herein and in Exhibit "H";
 - c. Deliver files/boxes requested by the Department;
 - d. Any storage boxes requiring replacement shall be provided at no charge to the County.
 - e. All files/boxes for each County Department/Office must be kept in one location and in close proximity to each other (i.e., all files/boxes of the District Clerk shall be kept in one location within the storage facility).
 - f. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system before delivery to the appropriate County Department or re-filed. (Described particularly in page 5 (#26).
 - g. Over a period of twelve (12) months, the awarded vendor shall provide an inventory of all files stored on its site. An updated inventory progress report shall be provided to the appropriate County Department on a monthly basis as more particularly described in page 5 (#26) of these specifications.
4. For purposes of this RFB:

"Delivery" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

"Pick-Up" is defined as the actual physical carrying and transporting of a file or box from the County Department by the bidder with the intent of filing and storing such file or box at the bidder's facility.

"Retrieval" shall mean the actual transport of a file from storage which is then prepared for delivery to the appropriate County department. Any instance in which a file is requested more than once

because the selected bidder failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

"Request" A request for a file or box shall consist of a County Department's designated person providing written form (See Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

The services listed in #3 above consisting of the delivery, pickup, storage, retrieval and request of files and/or boxes are hereinafter collectively referred to as the "Services".

5. It is the contractor's sole responsibility to review and comply with all applicable statutes or regulations. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations including, but not limited to the schedules that are made a part hereof. You may access these at the following web address: <http://www/tsl.state.tx.us/slr/recordspubs/index.html>
 - a. Microfilming Standards and Procedures (Local Government Bulletin A)
 - b. Electronic Records Standards and Procedures (Local Government Bulletin B)
 - c. Inventory and scheduling Records (Local Government Bulletin C)
 - d. Local Government Records Act (Local Government Bulletin D)
6. The Storage facility must be located entirely within Hidalgo County.
 - a) Contractor will provide complete description of location including a physical address of facility where records will be stored and managed.
 - b) Contractor must commit sufficient staff, equipment and vehicles to comply with all specifications and render all requirements defined by Hidalgo County. Contractor must also provide all information requested in the specifications and/or requirements. Failure to do so may disqualify the bidder from the procurement process.
7. The storage facility must be free of dust and dirt buildup.
8. The facility should be a standalone structure, or if shared with other businesses, a firewall of approved construction must separate the two entities.
9. If the storage location is in a structure with other unrelated tenants, the nature of that business will be assessed by Hidalgo County Purchasing Department to determine if such business may expose the County to any significant risks that may affect the overall integrity of records stored. This determination will be made solely by Hidalgo County and if a risk is determined, the bidder may be disqualified from the procurement process.
10. The facility shall maintain a good fire prevention program based on good housekeeping procedures, including but not limited to:
 - a) Smoking or use of open flame devices in storage areas shall be prohibited.
 - b) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness.

- c) Such systems must include adequate smoke and fire early warning systems.
- d) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have manual shut-off device to prevent unnecessary water damage to the records
- e) Halon is a preferred suppression system (same as or equivalent too) meeting specifications of this requirements.

11. The facility must be climate and humidity controlled. The humidity shall not exceed 60% and the temperature shall not exceed 90 degrees Fahrenheit in the paper records storage area. The temperature should be checked in summer months randomly.
12. Boxes shall not be stacked more than four (4) boxes high.
13. The contractor must maintain an adequate pest control program that includes at least two **termite, silverfish and carpenter ants** inspections per year (at least once every six (6) months) by a qualified pest control service. Proof of such inspections must be provided to each individual county department(s) under this bid. Failure to provide proof of inspections within 10 days of such inspections may result in Hidalgo County terminating the contract without notice to the vendor. User department(s) including in this bid shall be notified immediately if any insect infestation is detected inside the storage facility.
14. Air quality must be maintained in a manner that ensures that no contaminant that may cause damage to records (i.e. mold) occurs.
15. The current awarded contractor for this bid is **CTC Distributing** and it does not permit the inspection of their premises by interested bid participants.
16. **Records Inventory List:** For the purposes of this bid submittal, the current contractor has submitted the following inventory, and to the best of the County's knowledge, such inventory as of **January 31, 2011** includes the following:

INVENTORY	DISTRICT CLERK'S	PURCHASING AGENT	SHERIFF'S OFFICE
Letter/Legal Size Boxes	21,150	755	993
Letter Transfer Size Boxes	0	0	0
Legal Transfer Size Boxes	0	0	0
Non-Standard Size Boxes	0	0	0
Books	0	0	0
Check Boxes	0	0	0

17. Bidders are advised that all County departments hold their most active files, but may at any time request such records to be made part of existing storage inventory. A "Request" for a file or box shall consist of a County Department's designated person providing a written form (see Exhibit "G") to the selected bidder of the exact for the exact file/box being sought for Retrieval and Delivery.
18. If necessary, upon award of bid the transfer of all inventory from the current storage facility will be conducted under the supervision of the user department(s) authorized designee and the Purchasing Department. **All expenses associated with the transfer of inventory shall be at the County's expense and shall be the responsibility of the County.** However, selected bidder must be prepared to resume immediate, uninterrupted, efficient transition of all specified requirements and services.

19. Minimum detailed specifications are included for storage boxes. Compliance with all specifications and conditions are required. No substitutions allowed. (meets minimum specifications)

Specification(s) for Storage Box: Letter/Legal
12 W x 15 L x 10 H
Separate Cover
Triple Walled (Width)
Double Walled (Length)
Double Bottom

20. Security Guidelines: The contractor shall provide protection against sabotage, theft, and vandalism. All visitors to the storage facility must be required to register upon entrance and monitored during their stay. Exits should be in areas that are closely monitored.

21. On-site Access: The selected bidder will work with the user department(s) on special projects requiring the temporary staging of records at the record storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering boxes, conducting detail searches, and for shifting files throughout a range of boxes. Hidalgo County will provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes.

Hidalgo County reserves the right to access the storage premises with reasonable written notice during regular work hours for the purposes of auditing, inspecting, and/or confirming storage methods.

22. **NOTE: ALL RECORDS SHALL BE PICKED UP, DELIVERED, AND TRANSPORTED TO AND FROM THE USER DEPARTMENT(S) OFFICE BY CONTRACTOR'S EMPLOYEES AND USING CONTRACTOR'S VEHICLES.**

QUESTIONS/CONCERNS- ABOUT FILES SHOULD BE IN EMAIL FORM TO HAVE RECORDS.

23. Response Time. The parties agree to the following response time by Company:
- a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.
 - b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10:00 a.m. and by 3:00 p.m. on the same day a request is made so long as such request is made no later than 1:00 p.m. For orders placed after 1:00 p.m., files and boxes shall be delivered on the next business day by 10:00 a.m.
 - c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.
24. All files or boxes recalled from storage shall be delivered within the time-frame stated above. However, if a file has not been delivered within this time frame, the maximum allowable Response Time for a status report (i.e. in route, delivered, not found, etc.), shall be 24 hours from the time the file/box is Requested. **Continued failure to meet these requirements may be cause for termination of the contract.**
25. Hours of Services Required: Hours of Service shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, service must be available at a moment's notice, 24 hours a day, upon written notification by the user department of an emergency situation; See Exhibit "H" Request for Emergency Services)
26. Monthly Reports: Hidalgo County requires monthly activity reports reflecting the total number of containers in storage by category (i.e. probate/criminal/civil), number of new containers added, number of containers permanently removed, number of boxes/files requested, number of boxes retrieved, number of boxes delivered and the number of boxes picked up for storage. In addition to this information, the monthly

report should include a list of files requested but not found (Monthly reports shall be due at the County Department no later than the 10th day after the end of each month.

The following electronic inventory and tracking system must be provided to identify each individual file before delivery to the appropriate user department or re-filed. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system:

- Must maintain an electronic database that is accessible from multiple sites.
- Document jackets must provide some type electronic tracking mechanism, preferably an RFID tag on the jacket or to a lesser extend a bar code.
- An exact electronic inventory of all files must be provided as needed to the County.
- Both the vendor site and the County must have compatible readers and access to the inventory at all times.
- All files must be accounted for and tracked through the electronic system at all times, at all sites.
- Electronic tag on case jacket must be of an accepted industry standard format.
- RFID (tracking system) is a preferred method; vendor/bidder will not be disqualified for providing a bid on any other tracking system. If the tracking system submitted by the vendor in the bid is not the system preferred by Hidalgo County (as indicated and specified in the bid packet), Hidalgo County reserves the right to request a demonstration of the system in order to assess and ensure compliance with Hidalgo County needs and requirements.

27. **Additional Information:** Hidalgo County is requesting that any and all questions, inquiries and clarification regarding this RFB, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, **APRIL 06, 2011**, 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, **APRIL 08, 2011**.

28. **TERM OF CONTRACT:** The initial term of contract will commence upon award and execution of a contract for a one (1) year period. The County shall have the right to extend the contract for two (2) additional one (1) year terms under the same rates/fees, terms and conditions reflected in the County's bid award described on the Bid Page (Exhibit "B").
29. **OPTION TO RENEW:** Hidalgo County may renew the contract for two (2) additional one (1) year periods except as otherwise provided herein, all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day.
30. **GRACE PERIOD:** Hidalgo County reserves the right to continue this bid under the same terms and conditions for an additional ninety (90) day grace period at the end of the contract term for unforeseen delays in the award of a new bid, or the county's inability to obtain all records from the storage site.
31. **CONTRACT AWARD:** Hidalgo County reserves the right to award a contract to the responsible bidder meeting all specifications and submitting the lowest bid for all items and Services identified in the Specifications and General Provisions.

Upon the termination or expiration of the Contract, the vendor shall make available to the County any and all County files it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own or another facility. All files shall be made available to the County for transport at no additional cost to the County.

All files held in storage on behalf of the County are records belonging the public and must be returned to the County regardless of when and/or where they are located in the future.

32. **PURCHASE ORDER:** Contractor will not perform any services until a purchase order number is assigned by the designated representative of the Purchasing Department. Contractor will reference contract number and purchase orders on all invoices submitted to the Hidalgo County District Clerk. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.
- *33. **TERMINATION:** The contract awarded to the successful bidder will be in effect until (a) the contract expires, (b) performance of all specifications, requirements and services ordered, or (c) terminated by county with sixty (60) day's written notice with or without cause, or (d) upon award of contract to a new bidder, whichever comes first.
34. **CONTRACT ADMINISTRATOR:** For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the County Purchasing Department named below shall act as contract administrator on behalf of Hidalgo County:

**HIDALGO COUNTY PURCHASING DEPARTMENT
ATTN: CONTRACT ADMINISTRATORS
2812 S. BUSINESS HWY 281 (NEW ADMINISTRATION BLDG.)
EDINBURG, TX 78539
(956) 318-2626**

35. **ADDITIONAL PROVISION:** The following clauses or provisions must be included in the contract:
- A. **Liquidated Damages Clause:** The vendor acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the District Clerk. The vendor and Hidalgo County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the vendor or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of these specifications, the vendor and Hidalgo County agree that the vendor shall pay to the Hidalgo County District Clerk, as liquidated damages, the sum of \$1,000.00 for each file or portion of a file which is lost or destroyed within 10 days upon the discovery of the lost or destroyed file or portion thereof. The vendor and Hidalgo County agree that the amount established by this provision as liquidated damages is reasonable under the circumstances existing at the time of the execution of this contract with vendor pursuant to this procurement.
36. **SCOPE OF CONTRACT:** The contract for the procurement of the Services describes herein shall be as follows:
- a) **A firm fixed price, estimated quantity contract** calling for delivery of the products and Services identified in the Bid Specifications, including the **Records Inventory List** (see page 3, Specifications above), at the stated prices, submitted by the bidder.

- b) Upon acceptance of a bid by Hidalgo County Commissioners' Court and issuance of a Contract Award by the Hidalgo County Purchasing Agent, contractor shall be obligated to perform the services at the stated prices, within the time specified, and in accordance with all Legal Notices and Specifications contained herein.
- c) During the term of the agreement, should the volume of boxes decrease for **the Purchasing Department**, THIS BID SHALL BE ON A PRO-RATED PER BOX (UNIT COST) AS VOLUME OF BOXES DECREASES. for the storage of Hidalgo County records at a staffed facility and at which all files will be stored in proper storage. Hidalgo County reserves the right to utilize whichever option is most beneficial to Hidalgo County Purchasing Department.

The quantities stated in the **Records JANUARY 31, 2011**. This represents a realistic estimate based on past consumption for purposes of securing a bid price. **The quantities are not firm and are not hereby ordered or called for.** No County department is required to use the services of the selected bidder at any time but shall only use such services as may be convenient and necessary for the proper records management operation of the particular office and department. Actual requirements for services will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

CHANGES TO GENERAL SCOPE OF CONTRACT: The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

- a. Method of delivery or pickup of files
- b. Place of deliveries.
- c. Correction of errors of a general administrative nature of other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
- d. Description of services to be provided which do not result in additional expenses to the Contractor.
- e. Time of performance (i.e. hours of day, days of week, etc.)
- f. 37. **FUNDING:** Funds for payment on the proposed contract have been provided through the COUNTY OF HIDALGO budget approved by Commissioners' Court for 2011 year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Hidalgo County to be included in each proposed budget within the foreseeable future.

County Commissioners' Court expect this to be an integral part of future budgets to be approved during the period of the proposed contract except for unanticipated needs or events which may prevent such payments against the contract. However, COUNTY OF HIDALGO cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for County extends from January 1st to December 31st of each calendar year.

- 38. **INVOICING:** All invoices submitted by contractor must reference the contract number and purchase order number(s) on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number or the contract.

39. **DESIGNATED COUNTY HOLIDAYS 2011:** No deliveries will be requested on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY SCHEDULE 2011		
NEW YEAR'S DAY	FRIDAY/MONDAY	DECEMBER 31, 2010 & JANUARY 03, 2011
MARTIN LUTHER KING DAY	MONDAY	JANUARY 17, 2011
PRESIDENTS DAY	MONDAY	FEBRUARY 21, 2011
GOOD FRIDAY	FRIDAY	APRIL 22, 2011
EASTER	MONDAY	APRIL 25, 2011
MEMORIAL DAY	MONDAY	MAY 30, 2011
INDEPENDENCE DAY	MONDAY	JULY 04, 2011
LABOR DAY	MONDAY	SEPTEMBER 05, 2011
COLUMBUS DAY	MONDAY	OCTOBER 10, 2011
VETERAN'S DAY	FRIDAY	NOVEMBER 11, 2011
THANKSGIVING DAY	THURSDAY/FRIDAY	NOVEMBER 24 -25, 2011
CHRISTMAS DAY	FRIDAY/MONDAY	DECEMBER 23 & 26, 2011

EXHIBIT "A"

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AFFIDAVIT

BEFORE ME, the undersigned _____ authority on this _____ day personally appeared who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of _____, bidder/offeror /contractor, of _____ County, Texas, and is fully cognizant of the facts herein set out and affirms to the truth and accuracy of the certifications made herein by signing this affidavit; that the bidder/offeror/contractor has received the list of key persons dated , 2011, and attached to this affidavit as Exhibit "A"; that he/she personally read the said Exhibit "A"; that he/she can read the English language; and that he/she has no knowledge of any key person with whom the bidder/offeror is doing business or has done business during the 365-day period immediately prior to the date of this affidavit whose name is not disclosed in the bid, offer, or contract.

Bidder/Offeror/Contractor

Signature of Affiant

Typed or Printed Name of Affiant

Title of Affiant

Address

SUBSCRIBED AND SWORN to before me by the said _____ this ____ day of _____ 2011, to certify which witness my hand and seal of office.

Notary Public in and for _____ County, Texas.

Typed or printed name of notary

My commission expires:

EXHIBIT "A"

ATTACHMENT 1

Bidder acknowledges that Bidder is doing business or has done business during the 365-day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons.

1. _____
Print Name _____
Title _____

2. _____
Print Name _____
Title _____

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.

OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP,
RETRIEVAL & DELIVERY SERVICES" for
RFB No. 2011-012-04-13-YZV

Year/ Make/Model	Vehicle Identification No.	License Plate No.	Vendor Owned or Leased

- [illegible]

- Page 11 of 13

EXHIBIT "F"

KEY LIST

**"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP,
RETRIEVAL & DELIVERY SERVICES" for
HIDALGO COUNTY
BID NO.: 2011-012-04-13-YZV**

LIST OF KEY PERSONS

NAME OF INDIVIDUAL HOLDING OFFICE/POSITION	POSITION HELD
HON. RAMON GARCIA	HIDALGO COUNTY JUDGE
HON. JOEL QUINTANILLA	HIDALGO COUNTY PRECINCT NO. 1
HON. HECTOR "TITO" PALACIOS	HIDALGO COUNTY PRECINCT NO. 2
HON. JOE M. FLORES	HIDALGO COUNTY PRECINCT NO. 3
HON. JOSEPH PALACIOS.	HIDALGO COUNTY PRECINCT NO. 4
HON. GUADALUPE "LUPE" TREVIÑO	HIDALGO COUNTY SHERIFF
HON. LAURA HINOJOSA	HIDALGO COUNTY DISTRICT CLERK
MARTHA L. SALAZAR	HIDALGO COUNTY PURCHASING AGENT

EXHIBIT "G"

INFORMATION REQUEST FORM	
File No Requested:	Cause No:
Style of Case:	
Requested by (Entity):	
Picked up by:	
Signature:	Date & Time:
This is to certify that the above –named person is duly authorized to receive the information being requested herein. It is this party's responsibility to ensure the return of these documents.	
Hidalgo County District Clerk, or Assignee:	
Date & Time Returned:	
Returned by:	Signature:

Hidalgo County "Information Request Form" 3/2011

EXHIBIT "H"

REQUEST FOR EMERGENCY SERVICES	
This to authorize the retrieval and delivery of records under emergency (special) circumstances mentioned in Section VI, Hours of Service Required, and Section IX Contract (Special) Provisions, of the: <i>"Off-Premises Storage, Records Management, Pick-Up & Delivery Services" –</i> _____ (Entity) I _____, hereby acknowledge that an urgency exists which warrants the immediate retrieval and delivery of the records listed on the attached Exhibit "G".	
_____ Type Department Head and/or Designee	_____ Date

Hidalgo County "Request for Emergency Services" 3/2011

EXHIBIT "B"

BID PAGE

"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" for
HIDALGO COUNTY (All Funding Sources)
BID NO.: 2011-012-04-13-YZV

Hidalgo County will award to the responsible bidder submitting the **lowest bid** for the item(s) as specified/identified in the Schedule of Items (Records Inventory List) and meeting all specifications/requirements for all departments.

All bidders must present costs on a monthly basis in equal amounts for up to 36 months. No deviations in monthly cost will be accepted. This is a term contract with a Firm fixed monthly rate regardless of the services provided. NO DEVIATIONS FROM HIDALGO COUNTY SPECIFICATIONS WILL BE ACCEPTED.

Hidalgo County will award this contract on yearly basis, commencing on the date of award and/or execution of contract. The County of Hidalgo has the sole option to renew and extend for an additional two (2) - one (1) year periods.

(A) PRICE FOR STORAGE OF CURRENT AND FUTURE RECORDS INVENTORY: DISTRICT CLERK'S OFFICE

MONTHLY \$ _____ ANNUAL\$ _____

(B) PRICE FOR STORAGE OF CURRENT AND FUTURE RECORDS INVENTORY PURCHASING DEPARTMENT

MONTHLY \$ _____ ANNUAL\$ _____

During the term of the agreement, should the volume of boxes decrease for the Purchasing Department, THIS BID SHALL BE **ON A PRO-RATED PER BOX (UNIT COST) AS VOLUME OF BOXES DECREASES**. Hidalgo County reserves the right to utilize whichever option is most beneficial to Hidalgo County Purchasing Department.

UNIT COST:\$ _____

(C) PRICE FOR STORAGE OF CURRENT AND FUTURE RECORDS INVENTORY: SHERIFF'S OFFICE

MONTHLY \$ _____ ANNUAL\$ _____

(D) BIDDER IS TO PROVIDE A BID PRICE FOR STORAGE BOXES. (PLEASE SPECIFY BOX SIZE)

BID PRICE \$ _____ SIZE: _____

BID PRICE \$ _____ SIZE: _____

EXHIBIT "B"

BID PAGE

"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" for
HIDALGO COUNTY (All Funding Sources)

BID NO.: 2011-012-04-13-YZV

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE No: _____ FAX No: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ EMAIL: _____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD		CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED		INSURERS AFFORDING COVERAGE		
		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				EACH OCCURRENCE	\$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	☐ CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$
	☐ OWNERS & CONT. PROT				PERSONAL & ADV INJURY	\$
	☐ OWNERS PROTECTIVE LIABILITY				GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ PROJECT ☐ LOC				PRODUCTS - COMPROP AGG	\$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG	\$
						\$
C	EXCESS LIABILITY				EACH OCCURRENCE	\$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
	☐ DEDUCTIBLE					\$
	☐ RETENTION \$					\$
						\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS: ☐ OTHER	
					E L EACH ACCIDENT	\$
					E L DISEASE-EA EMPLOYEE	\$
					E L DISEASE POLICY LIMIT	\$
	OTHER					
DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.						
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION		
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE		

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- ☐ have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

EXHIBIT "E"

STATE OF TEXAS LIBRARY COMMISSION RULES AND REGULATIONS

It is the contractor's sole responsibility to review and comply with all applicable statutes or regulations. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations including, but not limited to the schedules that are made a part hereof. You may access these at the following web address: <http://www/tsl.state.tx.us/slrn/recordspubs/index.html>

- a. Microfilming Standards and Procedures (Local Government Bulletin A)
- b. Electronic Records Standards and Procedures (Local Government Bulletin B)
- c. Inventory and scheduling Records (Local Government Bulletin C)
- d. Local Government Records Act (Local Government Bulletin D)

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us**

Company Name:		Telephone No. ()
dba Name:		
Legal Name:		
Mailing Address:		Fax No. ()
Physical Address:		
City, State, Zip		Tax I.D. No.
Remit to Address :		City, State, Zip
E-Mail Address:		
Representative(s) Name(s) & Title(s)		
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify		
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. _____		
State of Incorporation: _____ Date: _____ Other: _____		
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business: _____ Disadvantaged Business (At Least 51% Ownership) _____ ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No		
Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No		
What type of product(s) is/are solicited by your company?:		
Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No		
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____ Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____		

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____ %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

EXHIBIT “B”

BID PAGE

EXHIBIT "B"

BID PAGE

"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" for
HIDALGO COUNTY (All Funding Sources)
BID NO.: 2011-012-04-13-YZV

OPENED
9:39

4-13-11
Witnessed

Hidalgo County will award to the responsible bidder submitting the lowest bid for the item(s) as specified/identified in the Schedule of Items (Records Inventory List) and meeting all specifications/requirements for all departments.

All bidders must present costs on a monthly basis in equal amounts for up to 36 months. No deviations in monthly cost will be accepted. This is a term contract with a Firm fixed monthly rate regardless of the services provided. NO DEVIATIONS FROM HIDALGO COUNTY SPECIFICATIONS WILL BE ACCEPTED.

Hidalgo County will award this contract on yearly basis, commencing on the date of award and/or execution of contract. The County of Hidalgo has the sole option to renew and extend for an additional two (2) - one (1) year periods.

(A) PRICE FOR STORAGE OF CURRENT AND FUTURE RECORDS INVENTORY: DISTRICT CLERK'S OFFICE

MONTHLY \$ 24,651.00 ANNUAL \$ 295,812.00

(B) PRICE FOR STORAGE OF CURRENT AND FUTURE RECORDS INVENTORY PURCHASING DEPARTMENT

MONTHLY \$ 490.00 ANNUAL \$ 5,880.00

During the term of the agreement, should the volume of boxes decrease for the Purchasing Department, THIS BID SHALL BE ON A PRO-RATED PER BOX (UNIT COST) AS VOLUME OF BOXES DECREASES. Hidalgo County reserves the right to utilize whichever option is most beneficial to Hidalgo County Purchasing Department.

UNIT COST: \$.65

(C) PRICE FOR STORAGE OF CURRENT AND FUTURE RECORDS INVENTORY: SHERIFF'S OFFICE

MONTHLY \$ 645.00 ANNUAL \$ 7,740.00

(D) BIDDER IS TO PROVIDE A BID PRICE FOR STORAGE BOXES. (PLEASE SPECIFY BOX SIZE)

BID PRICE \$ 2.75 SIZE: 10 x 12 x 15

BID PRICE \$ 2.75 SIZE: 10 x 12 x 15

EXHIBIT "B"

BID PAGE

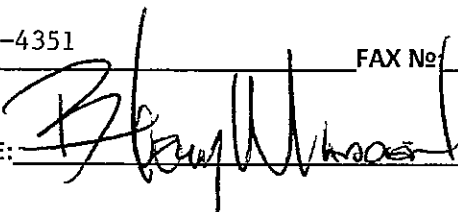
"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" for
HIDALGO COUNTY (All Funding Sources)
BID NO.: 2011-012-04-13-YZV

BIDDER/COMPANY NAME: CTC Distributing, Ltd.

ADDRESS: 615 Blaze Blvd

CITY: Edinburg STATE: TX ZIP CODE: 78539

PHONE No: 956-686-4351 FAX No: 956-787-9801

AUTHORIZED SIGNATURE: 

PRINTED NAME: Brian Kelly Madden

TITLE: General Manager EMAIL: k_madden@ctcdistributing.com

EXHIBIT “C”

INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2011

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 McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570		CONTACT NAME: Mindy Rivera PHONE (A/C, No, Ext): (956) 565-2481 E-MAIL ADDRESS: mindy@mcafeeagency.com PRODUCER CUSTOMER ID #: 00004966		FAX (A/C, No): (956) 565-2733
INSURED CTC Distributing 615 Blaze Blvd Edinburg TX 78539		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A Republic Lloyds		
		INSURER B Texas Mutual Ins. Co.		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 10-11WC Renewal **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			CMP5636060	11/21/2010	11/21/2011	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY			BAP5636061	11/21/2010	11/21/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS						Underinsured motorist \$ 1,000,000
	☒ NON-OWNED AUTOS			Uninsured motorist combined \$ 1,000,000			
A	UMBRELLA LIAB			OMB5636062	11/21/2010	11/21/2011	EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
							\$
	☒ RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF 0001176109	1/5/2011	1/5/2012	WC STATU-TORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

County of Hidalgo

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

Richard Garza/MIN

Year	Make	Model	Body Type	VIN
2009	Chevrolet	Silverado	Pickup truck	3GCEK233X9G174099
1999	Big T		Utility trail	4K8AX1013X1A44980
2007	Hino	268A	Flatbed w/	5PVNJ8JR672S50226
2004	Ford		1/2 Ton Pk	1FTRX12W44NA73424
2001	Freightliner		Truck Tractor	1FVABSAK21HH88932
2000	Freightliner		Truck-Tractor	1FUVDSEBOUKG17787
2001	Freightliner		Truck-Tractor	1FUJAHCG41LH72425
2005	Utility			1UYVS25345P488402
2000	Dorsey			1DTV11520YA278817
1996	Lufkin			1L01A5324T1123716
1996	Lufkin			1L01A5323T1122833
1996	Lufkin			1L01A5329T1123209
1996	Lufkin			1L01A5329T1123324
2005	Utility			1UYVS25355P488425
1999	Van Air Ride	53' Traile Trailer		1PNV532B7XG308573
2001	Van Duraplate,	Air Rid Trailer		1JJV532W91L765452
2000	53' Plate Van W/Airrid	Trailer		1NNVX5329YM331144
2000	Van Air Ride	53'		1GRAA0628YB141642
2010	Ford	Expedition		1FMJU1H52AEB70570
2007	Chevrolet	Uplander		1GNDV23127D206076



AGENDA

**CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
May 31, 2011
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 in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** All Present
2. **Pledge of Allegiance** ALL
3. **Prayer** Comm Quintanilla
4. **Approval of Consent Agenda** 2w 12-A
5. **Open Forum**
6. **Executive Officer - Valde Guerra:**
 - A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."
 2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"
7. **Constables:**
 - A. **AI-26802** Constable Pct. #3:
 1. Approval to renew Interlocal Agreements between Hidalgo County and the following school districts - (STOP Truancy Program) for the 2011 - 2012 school year:
 - a. La Joya ISD
 - b. Mission CISD
 - c. Sharyland ISD
 2. Approval of certification of revenues, as certified by the County Auditor.
 3. Approval of appropriation of funds (School Districts and local match).
 4. Approval of salary schedule.
8. **County Judge's Office:**
 - A. **AI-26871** Presentation by Hidalgo County Metropolitan Planning Organization Director Andrew Canon.
9. **District Courts:**
 - A. **AI-26637** 370th District Court (1100):
 1. Approval to adjust (increase) the salary to the following positions, effective next full pay period 06-06-11:

Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Salary Increase
0002	Court Coordinator	\$58,810.00	\$60,100.00	\$1,290.00
0003	Asst. Coordinator	\$56,730.00	\$58,220.00	\$1,490.00
0004	Bariff/Interp	\$43,990.00	\$46,520.00	\$2,530.00

approved b. Approval of 2011 appropriation of funds into Pct. 1 Road Maintenance, program #005, in the amount of \$31,238.56 to fund expenditures for road construction of Moore Rd.

2. AI-26850 Pct. #2 Rd Maint. (1200):

approved Approval of 2011 appropriation of funds into Road Maintenance (program 006) in the amount of \$115,000.00

3. AI-26859 Pct. #2 Rd Maint. (1200):

approved Approval of 2011 appropriation of funds into S. McColl Road (Dicker-Orangewood & .5M S. Mty Rd) Project (program 028) in the amount of \$22,000.00

4. AI-26793 District Clerk Records Management & Preservation (1235):

approved Approval of 2011 appropriation of funds for the District Clerk Records Management & Preservation (1235) in the amount of \$40,127.83 to fund records storage and retrieval services and storage boxes.

22. Purchasing Department - Marty Salazar:

Notes:

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

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

A. Hidalgo County

nothing to report **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. Presentation for discussion, consideration and action

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

- nothing to report a-c
- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding
 - Landmark Application for payment, final punch list and release of retainage
 - b) Construction of additional pod(s)
 - c) Selection and engagement of an architect for the construction of additional pods

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

- nothing to report a-c
- a) Renovations of administration building
 - b) Other ongoing county owned building construction, renovation repair projects
 - c) Emergency situations occurring since last agenda meeting

4. AI-26799 a. Acceptance of the scoring/evaluation grid (from the designated grading committee) for the purpose of CC to declare as "Qualified" the sole response received from Godinez Communications so as to proceed with the next phase of the procurement process-authority to negotiate; and

approved

approved b. Authority for Purchasing Department to negotiate a contract with Godinez Communications for the provision of services as requested in RFP No: 2011-117-05-04-YZV-"Professional Consulting Services to Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies"

5. AI-26787 Acceptance and approval of the revised Supplemental Agreement No. 1 to Work Authorization No.1 for "Fifteen (15) Parcels @ \$5,000.00 per parcel for the amount of \$75,000.00 with Four (4) Donated Parcels of a credit of \$3,500.00 per parcel for a credit in the amount of \$14,000.00 with grand total of \$61,000.00 with TEDSI Infrastructure in connection to Contract #C-10-062-02-16 for the "Design and Right Of Way Mapping Of HCMDS Phase II-J-09 Lateral Drain Ditch From North Main Drain To County Road 3601 (Approx. 8 Miles) for Hidalgo County Precinct No. 4" inasmuch as legal recommended some modifications to prior document.

approved

6. AI-26686 Recommending award of bid and approval of contract document to sole bidder, CTC Distributing, LTD meeting all specifications and/or requirements as attached hereto for Hidalgo County-"Off Premises Storage, Records Management, Pick-up Retrieval & Delivery Services" RFB No. 2011-012-04-13-YZV

approved

B. Pct. 1

1. AI-26783 a. Approval of "Amendment" to the existing AIA B101-2007 (Standard Form Of Agreement between Hidalgo County (Owner) and Alcocer Garcia Associates (Architect) and AIA 201-2007 (General Conditions Of The Contract For Construction) of additional revised scope of services including revision of budget; and

approved

AI-26686**22.A.6.****Award of Bid "Off Premises Storage, Records Management, Pick-up Retrieval & Delivery Services"****CC REGULAR****Date:** 05/31/2011**Submitted By:** Yolanda Velasquez, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Sub-category:** Hidalgo County

Information**CAPTION**

Recommending award of bid and approval of contract document to sole bidder, CTC Distributing, LTD meeting all specifications and/or requirements as attached hereto for Hidalgo County-"Off Premises Storage, Records Management, Pick-up Retrieval & Delivery Services" RFB No. 2011-012-04-13-YZV

BACKGROUND

Fiscal Impact**FISCAL YEAR:** 1**ACCT. #:** 1-1238-412-00-090-003-0-350/601**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:****DC COUNTY REC MGMT-OTHER SERVICES**

\$133,429.17 available funds in p.o.#650839 as of 05/24/11.

\$40,127.83 additional funds will be available in object code 350 as of 05/31/11, pending CC approval of appropriation of funds. REF: AI 26793.

DC COUNTY REC MGMT-OFFICE & COMPU SUPPL

\$1,000.00 will be available in object code 601 as of 05/31/11, pending CC approval of appropriation of funds. REF: AI 26793.

FISCAL YEAR: 1**ACCT. #:** 1-1100-415-18-160-001-0-350/ 601**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:****PURCHASING-OTHER SERVICES**

\$8,411.00 available funds as of 05/24/11.

PURCHASING-OFFICE & COMPUTER SUPPLIES

\$1,224.57 available funds as of 05/24/11.

FISCAL YEAR: 1**ACCT. #:** 1-1100-421-00-280-001-0-350**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:****SHERIFF-OTHER SERVICES**

\$2,490.00 available funds as of 05/24/11.

\$2,125.00 additional funds will be available in object code 350 as of 05/31/11, pending CC approval of appropriation of funds. REF: AI 26811

SHERIFF-OFFICE & COMPUTER SUPPLIES

\$56,647.33 available funds as of 05/24/11

Attachments

Link: contract

Link: TABULATION-PARTICIPATION-REC-MEMO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/18/2011 11:42 AM	APRV
2	Budget & Management	Erika Zamora	05/18/2011 11:48 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/24/2011 04:07 PM	APRV
4	Auditor's Office		05/27/2011 01:39 PM	NEW

Form Started By: Yolanda Velasquez Started On: 05/16/2011 03:21 PM
Final Approval Date: 05/27/2011

AI-44490

Purchasing Department 13. G.

CC CONSENT

Meeting Date: 05/27/2014

Submitted For: Hon. A. Guajardo, HC-Clerk Submitted By: Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise the **one (1) year** extension as stated in the current Contract# C-13-023-06-11 for the purposes of "**Purchase Removal & Related Services for Shredded & Recyclable Material**" (on an as needed basis) for Hidalgo County, under the same rates, terms and conditions with **MASTER FIBERS, INC.**, effective 07/13/14.

BACKGROUND

Extension-Master Fibers Inc - C-13-023-06-11

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact for expenditure. Revenue generating only
On an "as needed basis"

Attachments

Extension-Master Fibers Inc

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/20/2014 04:25 PM
Budget & Management	Debbie Tamez	05/21/2014 09:31 AM
Auditor's Office	Monica Badillo	05/23/2014 03:19 PM
Form Started By: Letty Saenz		Started On: 05/12/2014 02:26 PM
	Final Approval Date: 05/23/2014	



May 9, 2014

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

Manuel Arredondo, Plant Manager
MASTER FIBERS, INC.
103 North "T" Road
Pharr, Texas 78577
P (956) 783-0774 F (956) 783-9291

via email marredondo@masterfibers.com

Re: Extension to Contract No. C-13-023-06-11 - "Purchase, Removal & Related Services for Shredded & Recyclable Material" (on an as needed basis) - Hidalgo County

Dear Mr. Arredondo:

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

By: _____

Manuel Arredondo, Plant Manager

Date: 5/12/14

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

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

Sincerely,


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

xc: File



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/30/2014

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 Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME:		
	PHONE (A/C, No. Ext): (866) 283-7122	FAX (A/C, No.): 800-363-0105	
E-MAIL ADDRESS:			
INSURED Master Fibers, Inc. Attn: Sandra Bravo 1710 East Paisano El Paso TX 79901 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Texas Mutual Insurance Company		22945
	INSURER B: Praetorian Insurance Company		37257
	INSURER C: North River Insurance Company		21105
	INSURER D: Colony Insurance Company		39993
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570052811158

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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			103GL0002173	01/31/2014	01/31/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			PICHU0002548	01/31/2014	01/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comprehensive Deduct \$1,000
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION ☐ CLAIMS-MADE			5821015329	01/31/2014	01/31/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/ PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TSF000124769820140131	01/31/2014	01/31/2015	PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy and Automobile Liabilities. A waiver of Subrogation is granted in favor of Certificate Holder as required by written contract but limited to the operations of the Insured under said contract, with respect to the General Liability policy, Automobile Liability and Workers Compensation policies.

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Attn: Purchasing Dept 2812 S. Highway 281 Edinburg TX 78539 USA	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 <i>Aon Risk Services Southwest, Inc.</i>

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Holder Identifier :

Certificate No : 570052811158

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-023-06-11

THIS CONTRACT is made and entered into this 11th day of **June, 2013** by and between the **County of Hidalgo, Texas** ("County"), and **MASTER FIBERS, INC.**, (Company").

WHEREAS, Company responded to advertised notices for bids for **Purchase, Removal & Related Services for Shredded & Recyclable Material**" (on an as needed basis) (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this

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

3. This Contract shall be for a period of **one (1) year**, commencing on **July 13, 2013** and expiring on **July 12, 2014** with County's option to extend/renew for an additional one (1) year period, with fixed prices per ton and/or pound. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

such trucks or vehicles in providing the Services.

6. All weigh tickets will be processed at the County Clerk's Office with a representative of the County Clerk's Office observing same. Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto, payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with Copy to the Hidalgo County Clerk's Office, within thirty (30) days of submitting such pick up/weight tickets.

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

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

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

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

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

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

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

If to County: The County of Hidalgo
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

If to Company: Master Fibers, Inc.
 Attn: Manuel Arredondo
 103 North Veterans Blvd.
 Pharr, Texas 78577

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

14. This Agreement may be terminated by either party without cause upon sixty (60) days written notice.

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

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

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this 11th day of June, 2013.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By: [Signature]
Hon. Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: [Signature]
Hon. Arturo Guajardo, Jr., County Clerk

By: Ramon Marcia
Hon. Ramon Garcia, County Judge

Approved by Commissioners' Court
on 6-11-13 Ro

COMPANY: MASTER FIBERS, INC

By: [Signature]
Printed Name: Manuel Arredondo
Title: Owner Plant Manager

EXHIBIT “A”

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET



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

REQUEST FOR BIDS (RFB)

Hidalgo County Clerk's Office

"Purchase, Removal & Related Services for Shredded & Recyclable Materials"

RFB No: 2013-023-05-15-SMA

Table of Contents

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit "A" Specifications	3
4.	Exhibit "B" Bid Page	2
5.	Exhibit "C" Insurance Requirements	4
6.	Exhibit "D" CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Service Contract	9

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you,

Martha L Salazar, CPPB, Purchasing Agent

APRIL 29, 2013

Date



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

April 29, 2013

Participant's name

Address

City

State, Zip Code

Re: **Hidalgo County Clerk's Office**

Request for Bids-Purchase, Removal & Related Services for Shredded and Recyclable Materials
RFB №:2013-023-05-15-SMA

Dear Participant(s):

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/sma

Enclosures

Bid No: 2013-023-05-15-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY CLERK'S OFFICE

"Purchase, Removal & Related Services for Shredded and Recyclable Materials"

BID OPENING DATE: May 15, 2013 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626



Form HCPD-03

1. Sealed bids will be received for **PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS- Hidalgo County-Clerk's Office** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2013-023-05-15-SMA-"PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS – Hidalgo County Clerk's Office** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MAY 15, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2013-023-05-15-SMA-RFB-PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS – Hidalgo County Clerk'S Office"

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

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

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

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order and Contract Number (if any)
 - d) Notation-"**PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS -Hidalgo County-Clerk's Office**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County – Auditor's Office
Ray Eufracio, County Auditor
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

17. SCHEDULE OF EVENTS**Bid Opening, 9:30 AM****MAY 15, 2013**

Award of Contract

_____, 2013

Commence Work or Deliver Products

_____, 2013

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch.

2253.

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

19. ETHICAL STANDARDS:

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

20. DISCLOSURE OF CONFLICT OF INTEREST

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.

-
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY CLERKS Office
"Purchase, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE
MATERIALS"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements

Hidalgo County Clerk's Office

"Purchase, Removal and Related Services- for Shredded and Recyclable Materials"

RFB No.: 2013-023-05-15-SMA

The Hidalgo County Clerk's Office currently recycles (shreds) its own discarded paper as well as paper from other County Departments. In an effort to more efficiently utilize County assets, the County Clerk wishes to implement a program to generate revenue from the sale of recyclable materials including, but not limited to, paper, cardboard, aluminum and plastic products. Although the program will commence with those departments for which the County Clerks currently provides shredding services, Hidalgo County reserves the right and option to expand this program to include (at a time that is determined and recommended by the County Clerk) those County departments as yet not part of the project.

SCOPE:

Hidalgo County-Clerk's Office, "the Project Manager", is seeking qualified companies to bid on the purchase and removal of recyclable materials and award a contract for the **"Purchase, Removal & Related Services for Shredded & Recyclable Materials"** on an **"As Needed Basis"**:

SERVICE LOCATIONS and POINT OF CONTACT (POC):

○ **Current Sites:**

- Records Management Warehouse – 317 N. Closner, Edinburg, Texas 78539

POINT OF CONTACT (POC)

1 st	Armando Perez Jr.	(956) 318-2100 ext. 6107	(956) 292-7676
2 nd	Aleida Ramirez	(956) 318-2100 ext. 6109	(956) 292-7000
3 rd	Fernando Gomez	(956) 318-2100 ext. 6109	(956) 292-7000

- San Carlos Warehouse- E. Sh. 107 & 6th Street San Carlos, Texas 78539

POINT OF CONTACT (POC)

1 st	Armando Perez Jr.	(956) 318-2100 ext. 6107	(956) 292-7676
2 nd	Fernando Gomez	(956) 318-2100 ext. 6109	(956) 292-7000
3 rd	Aleida Ramirez	(956) 318-2100 ext. 6109	(956) 292-7000

BIDDER(S) MINIMUM REQUIREMENTS:

Interested and qualified Bidder(s) that meet the Minimum Requirements are invited to submit a Procurement (Bid) Packet.

1. The Bidder(s) must be able to accept any loose, bagged and/or baled paper, cardboard, aluminum and plastic etc.
2. The Bidder shall schedule pick-up on the first and third Monday of the Month unless there is a holiday, which shall then be picked-up on the following business day. Hidalgo County reserves the right to change scheduling for pickup of materials on a weekly basis.
3. Bidder(s) must provide a bin(s) or pallet(s) as needed to either site, in which all material will be placed in and removed by the Bidder.

EXHIBIT "A"

Specifications/Requirements

Hidalgo County Clerk's Office

"Purchase, Removal and Related Services- for Shredded and Recyclable Materials"

RFB No.: 2013-023-05-15-SMA

4. The Bidder must have the ability to pick-up materials from two designated areas and the proper equipment to load the container with the shredded-destroyed material to sell (i.e., forklift, etc.)
5. The Bidder must have the ability to leave a container at either site.
6. Hidalgo County must have access to the vendor's facility if needed, to ensure the materials are being disposed properly.
7. Bidder must include a copy of the scale ticket.
8. Bidder must also provide the process of what happens to the shredded/destroyed material, once it has left the County's possession.
9. The Bidder must also provide a summary report of the material sold, if needed by the Hidalgo County Departments utilizing services.

TERMS AND CONDITIONS:

1. Term of contract is for one (1) year period with the County's option to renew contract for an additional one (1) year term, with fixed prices per ton and/or pound.
2. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.
3. As consideration for rendering the Services provided for in the Contract, the Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto, payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with copy to the Hidalgo County Clerk's Office, within thirty (30) days of submitting such pick-up/weight tickets.
4. This Agreement may be terminated either party without cause upon sixty (60) days written notice.
5. County will seek purchases from state awarded Bidder(s) whenever it is, in its best interest to do so.
6. Bid award will be made to the most qualified, responsive, responsible bidder meeting all specifications and/or requirements.
7. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s), and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder. In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

EXHIBIT "A"

Specifications/Requirements

Hidalgo County Clerk's Office

"Purchase, Removal and Related Services- for Shredded and Recyclable Materials"

RFB No.: 2013-023-05-15-SMA

8. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the county determines it is in its best interest to do so.
9. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
10. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of our related to the performance of the contract awarded pursuant hereto.
11. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

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, Hidalgo County Purchasing Agent, Attn: Sandra Montalvo at 2802 South Business Hwy 281, Edinburg, Texas 78530. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIREIS WILL BE ACDEPTED VIA FACSIMILE (956) 318-2629 OR VIA EMAIL: sandra.montalvo@co.hidalgo.tx.us NO LATER THAN 5:00 P.M., WEDNESDAY, May 08, 2013. Responses to said inquireis will be sent to all applicants via email by no later than 5:00 p.m., FRIDAY, May 10, 2013.

EXHIBIT "B"

BID PAGE

Hidalgo County Clerk's Office

"Purchase, Removal and Related Services- for Shredded and Recyclable Materials"

RFB No.: 2013-023-05-15-SMA

TYPE OF SERVICE		AMOUNT PAID TO THE COUNTY	
		USD/LB	USD/TON
PAPER	Loose		
	Bagged		
	Baled		
CARDBOARD	Loose		
	Bagged		
	Baled		
ALUMINUM			
PLASTIC			
OTHER			

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT “C”
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

ACORD		CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED		INSURERS AFFORDING COVERAGE		
		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				EACH OCCURRENCE	\$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	☐ CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$
	☐ OWNER'S & CONT. PROT				PERSONAL & ADV INJURY	\$
	☐ OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE	\$
	☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT ☐ LOC				PRODUCTS - COMP/OP	\$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS				AUTO ONLY-EA ACCIDENT	\$
	☐ NON-OWNED AUTOS				OTHER THAN AUTO ONLY EA ACC AGG	\$
C	GARAGE LIABILITY				EACH OCCURRENCE	\$
	☐ ANY AUTO				AGGREGATE	\$
	EXCESS LIABILITY					\$
	☐ OCCUR ☐ CLAIMS MADE					\$
D	☐ DEDUCTIBLE					\$
	☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	\$
	OTHER				E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.						
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION		
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE		

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:
- Automobile Liability: \$ _____ General Liability: \$ _____
- ☐ have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

NOTICE TO BIDDER:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bond (if applicable) _____.

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

Authorized Signature

Date

Company

Address

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY	
1 Name of person who has a business relationship with local governmental entity.	Date Received	
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship. _____ Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government officer named in this section.		
4		
_____ Signature of person doing business with the governmental entity		_____ Date

**HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application**

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us**

Company Name:		Telephone No. ()
dba Name:		
Legal Name:		
Mailing Address :		Fax No. ()
Physical Address:		
City, State, Zip		Tax I.D. No.
Remit to Address :		City, State, Zip
E-Mail Address:		
Representative(s) Name(s) & Title(s)		
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify		
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.		
State of Incorporation: _____ Date: _____ Other:		
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)		
☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No		
Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No		
What type of product(s) is/are solicited by your company?:		
Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No		
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing):		
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.:		

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____ %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your Income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”

VENDOR’S BID

EXHIBIT "B"

BID PAGE

Hidalgo County Clerk's Office

"Purchase, Removal and Related Services- for Shredded and Recyclable Materials"

RFB No.: 2013-023-05-15-SMA

TYPE OF SERVICE		AMOUNT PAID TO THE COUNTY	
		USD/LB	USD/TON
PAPER	Loose	\$0.01	\$20.00
	Bagged	\$0.01	\$20.00
	Baled	\$0.02	\$40.00
CARDBOARD	Loose	\$0.005	\$10
	Bagged	\$0.005	\$10
	Baled	/	/
ALUMINUM		\$0.03	\$60.00
PLASTIC		\$0.00	\$0.00
OTHER		/	/

OPENED
10-09
5-15-13
Witnessed



BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein. and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

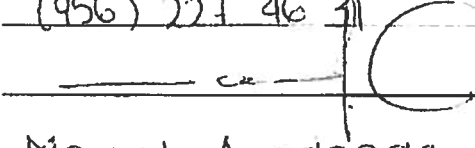
BIDDER/COMPANY NAME: Master Fibers Inc.

ADDRESS: 103 N Veterans Blvd

CITY/STATE/ZIP CODE: Pharr Texas 78577

PHONE & FAX NO.'S: (956) 783 07 74 / (956) 783 92 91

CELLULAR PHONE: (956) 227 46 31

AUTHORIZED SIGNATURE: 

PRINTED NAME: Manuel Arredondo

TITLE: Plant Manager

EMAIL: mairedonda@masterfibers.com

EXHIBIT “C”

INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2013

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 Aon Risk Services Southwest, Inc. 5555 San Felipe, Suite 1500 Houston TX 77056		CONTACT NAME: Karen Gonzales PHONE (A/C No./Ext): (832) 476-6665 FAX (A/C No): (312) 381-0702 E-MAIL ADDRESS: karen.gonzales@aon.com PRODUCER CUSTOMER ID #:	
INSURED Master Fibers, Inc. 1710 E. Paisano El Paso TX 79901		INSURER(S) AFFORDING COVERAGE INSURER A Landmark American Insurance Co. NAIC # 33138 INSURER B North River Insurance Company 21105 INSURER C Texas Mutual Insurance Co 22945 INSURER D Praetorian Insurance Co, 37257 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Cert ID 28715

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y Y	LHA136665	1/31/2013	1/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC						
d	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y Y	PICHU0002250	1/31/2013	1/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
b	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION \$		5811013224	1/31/2013	1/31/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	TSP00012476982013013	1/31/2013	1/31/2014	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as an Additional Insured on the General Liability and Automobile Liability as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.
Continued on page 2.

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County
Attn Purchasing Dept
2812 S. Highway 281

Edinburg TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Hon Private Risk Management
Insurance Agency, Inc.

ACORD 25 (2009/09)

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DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
2/1/2013

CERTIFICATE HOLDER:
Hidalgo County
Attn Purchasing Dept
2812 S. Highway 281
Edinburg TX 78539

INSURED:
Master Fibers, Inc.

1710 E. Paisano
El Paso TX 79901

DESCRIPTION OF OPERATIONS CONTINUED

Waiver of subrogation is granted in favor of the certificate holder as required by written contract but limited to the operations of the insured under said contract, with the respect to the General Liability, Automobile Liability and Workers Compensation, and always subject to the policy terms, conditions and exclusions.

SPECIAL MEETING - JUNE 11, 2013

BE IT REMEMBERED, that on this 11th day of June A.D., 2013, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR "TITO" PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
June 11, 2013
9:30 A.M.**

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

- 1. Roll Call**
All members of the Court were counted present, with the exception of Commissioner Flores.
- 2. Pledge of Allegiance**
Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.
- 3. Prayer**
Virginia Townsend led the Court and Audience in Prayer.
- 4. Approval of Consent Agenda**
The Court moved to approve the Consent Agenda.

The Court took up item 13 at this time.

17. Precinct #2 - Comm. H. Palacios:

- A.** Acceptance and approval of Certificate of Completion for the Minnesota West Project for paving and drainage projects as certified by project engineer, Mr. Raul Sesin, P.E., Hidalgo County Planning Department.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

18. Budget & Management - Sergio Cruz:

- A.** Budget & Management:
Approval to process payment of invoice #13107155 from Atomic Energy Industrial Laboratories as a claim with authority for County Treasurer to issue payment after review and auditing procedures are completed by the County Auditor as follows:

Company	Invoice #	Invoice Date	Amount
Atomic Energy Industrial Laboratories	13107155	March 31, 2013	104.10

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Budget Appropriations:

- 1.** Precinct No. 2 RD MAINT (1200):
Approval of 2013 appropriation of funds from Pct.# 2 RD MAINT unreserved fund balance into Precinct No. 2 Road Maintenance - other (program 006) in the amount of \$800,000.00.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

19. Purchasing Department - Marty Salazar:

Notes:

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

1. Pursuant to Texas Local Government code, 263.151 (1) approval to declare as "Salvage Property" including authority to remove the detailed items below from the Hidalgo County Surplus inventory, with the assistance of Facilities Management to dismantle and sell as scrap metal.

Asset Number	Description	Serial Number
13-0371	Total of 65 - Large Metal Boxes (15 x 11 x 17)	N/A
13-0372	Total of 6- Small Metal Boxes (13 1/2 x 8 1/2 x 8 1/2)	N/A

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

E. County Clerk

1. Presentation for award of sole responding/qualifying vendor (Master Fibers Inc.) that submitted bid and met all specifications, and requirements with approval of contract for: "Hidalgo County Clerk's Office- Purchase, Removal & Related Services for Shredded & Recyclable Materials" (RFB No.2013-023-05-15-SMA.)

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval to go into Closed Session.

Vote: 4 - 0 - Unanimously

- A. Real Estate Acquisition
- B. Pending and/or potential litigation

Zimbra

leticia.saenz@co.hidalgo.tx.us

Fwd: C13-023-06-11-Master Fibers INC

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Wed, May 29, 2013 09:48 AM
Subject : Fwd: C13-023-06-11-Master Fibers INC

To : Yolanda Velasquez
<yolanda.velasquez@co.hidalgo.tx.us>, Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>, Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, May 29, 2013 7:53:37 AM
Subject: RE: C13-023-06-11-Master Fibers INC

The Master Fibers agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, May 28, 2013 3:24 PM
To: Steve Crain
Cc: Yolanda Velasquez; Leticia H. Saenz; Sandra Montalvo
Subject: Fwd: C13-023-06-11-Master Fibers INC

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty S.

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>, "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Tuesday, May 28, 2013 2:39:36 PM
Subject: C13-023-06-11-Master Fibers INC

Mrs. Marty,

Please forward to legal -"Service Contract " for Purchase, Removal & Related Services