

# CONSENT AGENDA
# HIDALGO COUNTY
# COMMISSIONERS COURT
# MEETING
# June 20, 2016
# 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:**

## 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being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2016 Intradepartmental transfers:**

   A. AI-55131 2016 - Justice Court Tech Fund (1242)

   B. AI-55137 2016 - District Attorney's Office (1100)

   C. AI-55128 2016 - District Attorney's Office (1281)

   D. AI-55118 2016 - Co Wide Adm (1100)

   E. AI-55110 2016 - Pct. 1 Sanitation (1100)

F. AI-55109 2016 - Pct. 1 Admin (1200)

G. AI-55095 2016 - Pct. #4 Doolittle Recovery Proj. (1100)

H. AI-55081 2016 - Treasurer's Office (1100)

I. AI-55077 2016 - Health & Human Services (1293)

J. AI-55074 2016 - Constable Pct. 4 (1100)

K. AI-55063 2016 - Health & Human Services (1100)

L. AI-55060 2016 - 398th DC (1100)

M. AI-55035 2016 - District Attorney's Office (1100)

N. AI-55029 2016 - Co Wide Adm (1100)

3. **2016 Interdepartmental transfers:**

A. AI-55123 Hidalgo County Pct. 4 (1100): Approval of 2016 interdepartmental transfer from (PCT4 EMERGENCY SRV LINN-SM-GENERAL SUPPL) to (PCT4 LINN-SAN MANUEL BEAUTIFICATION-AID) in the amount of $6,625.00 to fund beautification project.

B. AI-55103 Pct.1 CO's 2014 (1345):
Approval of 2016 interdepartmental transfer within Certificate of Obligations Series 2014 from programs (041, 052, 184, 190 & 192) to programs (188, 112 & 210) in the amount of $12,658.82..

C. AI-55018 Pct 2 Boys & Girls Club & Aquatic Park/Natatorium(1100):
Approval of 2016 interdepartmental transfer from Pct 2 Sanitation to Pct 2 Boys & Girls Club and the Aquatic Park/Natatorium in the amount of $3,501.10 to fund professional services.

4. **Interfund transfers:**

A. AI-55092 Pct. 4 (1200): Approval of 2016 interfund transfer from Parks (1100) to Pct. 4 Road Maint (1200) in the amount of $2,340.00.

5. **Planning Department:**

A. AI-55071 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)
2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

6. **Monthly Fee Reports:**

A. AI-54947 District Attorney's Office
Check Fraud Fees Monthly Report - May 2016

B. AI-54946 District Clerk's Office
Fee Report for the Month of May 2016 - $521,314.51

7. **Executive Office:**

A. AI-55061 Approval of Right of Way Permits:
Melden & Hunt: (Huisache Acres #13)- A proposed 8" PVC water line crossing Wisconsin Road approximately 57.5 feet East of Dillon Road. The contractor shall bore Wisconsin Road and install a 16" PVC casing for the 8" water line.

8. **Membership Dues:**

A. AI-55100 Sheriff's Department:
Requesting approval of requisition #300632 for 2016 membership dues to the Texas Narcotic Officers Association for Isauro Torres and Jose D. Solis in the amount of $40.00 each with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

B. AI-55117 Sheriff's Department:
Requesting approval of requisition #300633 for payment of 2016 membership dues to the National Internal Affairs Investigators Association for Hidalgo County Sheriff's Office in the amount of $50.00, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

C. AI-55073 Public Defender's (1100):
Requesting approval to pay annual membership dues to the Texas Criminal Defense Lawyers Association - Requisition #300561, in the total amount of $60.00 for Dora Alicia Garza, Public Defender II, with the authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

D. AI-54971 County Clerks Office (1100):
Requesting approval to pay the 2016-2017 County & District Clerks' Association of Texas (CDCAT) membership dues for Arturo Guajardo, Jr., Hidalgo County Clerk, in the amount of $125.00, with authority for the County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

E. AI-54969 County Clerk (1100):
Requesting approval to pay the 2016-2017 (PRIA) Property Records Industry Association membership dues in the amount of $395.00 for Arturo Guajardo, Jr., Hidalgo County Clerk, and $50.00 for Associate membership dues for Annette Muñiz, Chief Deputy, in the combined amount of $445.00, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

F. AI-54844 Purchasing Dept. (1100):
Approval to pay the following memberships for 2016 with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor office:
1) The Texas Institute of Public Purchasing (NIGP - Req #298762) in the amount of $975.00 for 13 employees. (pending invoice)
2) The Texas Public Purchasing Association (TXPPA - Req. #298765) four (4) additional members at $75 each totaling $ 300.00.

9. **Urban County:**

A. AI-54975 Request for approval of (1) one applicant in the City of Elsa under the Owner-Occupied Housing Rehabilitation Program, contingent upon environmental review clearance.

10. **Auditor's Office:**

A. AI-54949 Pursuant to Local Government Code Section 115.0035,requesting approval of the attached reports.

11. **Budget & Management:**

A. AI-54942 Self-Insured (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 June 1-15, 2016 in the amount of $46,562.28 and requesting approval of wire transfer.

B. AI-54951 Report and approval of emergency transfers for the period of May 2, 2016 through May 31, 2016.

**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,**
12. **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-55121 Disclosure of funding source [C/O proceeds-Fund 1341] and approval of same [as recommended by Bond Counsel] for the purchase of 2 Kuboda RTVX Utility Rough Terrain Vehicles for Pct. #4 through processed and approved PO#743683 issued to Amigo Power Equipment and subject to compliance with HB23 or HB1295 when and if applicable.

B. AI-55056 1. Acceptance and approval of **Work Authorization No. 1** with an estimated cost of **($ 90,000.00)** as submitted by project engineer, **Dos Logistics, Inc.** for the purposes of Engineering Services for: **Brushline Road Improvements (North Mile 22.5 Street to FM 490)** within **Hidalgo County Precinct No. 4**, in connection to (on call) agreement **#C-15-384-12-08.**

- Pursuant to **Section 12** of the "professional engineering services" agreement #**C-15-384-12-08** with **Dos Logistics, Inc**. is requesting approval to engage the services of **Sub-Contractor (JCS Engineering and Surveying)** under **WA#1** with adherence to insurance provisions required by said article;

2. Acceptance and approval of **Work Authorization No. 5** with (**an estimated cost of $ 11,351.46**) as submitted by project engineer, **L&G Engineering** for Project:**"Construction Material Testing"** for: **"Concrete Walking Trail at San Carlos (CRC) & Sunflower Park"** for **Hidalgo County Precinct No. 4**, in connection to (on call) GEO Tech & CMT Services Agreement# **C-15-301-09-15.**

3. Requesting **clarification/correction** to **(AI-53323-CC-2/16/16**) **WA#1** [**Exhibit D-1-Estimated Fee Schedule and Man hour Breakdown]** in connection to Agreement#**C-16-049-02-16** with **L&G Consulting Engineers, Inc.** d/b/a **L&G Engineering** for (**job specific**) Project: **Mile 5 from Taylor Road to FM 2220 (Ware Road)** located within **Hidalgo County Precinct No. 4.**

C. AI-55098 Approve request for Payment-Application No. 4 in the amount of $38,394.49 as submitted by Texas Cordia Construction, LLC - Contract# C-16-027-02-03 - PO# 739697 for the provision of Road Construction Services for the Mile 4W (10N - 12N).

D. AI-55076 Approval of payment request of Invoice #4 as submitted by project engineer, SAMES Engineering in the amount of $3,665.84 for Work Authorization No. 1 for the Mile 4 (mile 10 - Mile 12) road project through PO# 737687 for the month of June 2016.

E. AI-55075 Approval of request for payment of Invoice# 6 as submitted by project engineer, SAMES Engineering in the amount of $1,198.32 for Work Authorization No. 1 for the Mile 4 (Mile 10 - Mile 12) road project through PO# 737687 for the month of May 2016.

F. AI-55067 Approval of payment of Invoice #S16-009 in the amount $16,000.00 submitted by South Texas Infrastructure Group, in connection with engineering services provided under Contract C-15-402-01-19(WA#1),for Pct 2 Las Milpas Road project.

G. AI-55066 Approval of the following with REIM Construction, Inc. contracted vendor for Lorenzana Subdivision - Pct. No. 1 as submitted through project engineer Le Fevre Engineering & Management Consulting, LLC. (C-CAP-15-223-09-29):
1. Application for payment No. 2 (Retainage Release) in the amount of $11,136.43;
2. "Certificate of Construction Completion" reflecting the completion date of March 05, 2016.

H. AI-55062 Approval to modify [CAI#-53563 w/Xerox CC 3/7/16] so as to include the maintenance agreement cost of $10.00 per month plus all prints @ $0.0129 + all supplies except paper and subject to HB1295 if/when applicable.

I. AI-55037 Justice of the Peace Precinct 3 Place 2:
Authority to enter into a new 60-month (Capital) Copier Lease Agreement for a Lexmark Copier Model XS798dte through our membership/participation with (PSA) Purchasing Solutions Alliance awarded vendor, DOCUmation under Purchasing Cooperative Contract#13-101 through Requisition#300353 in the amount of $104.00/month for the equipment, $36.00/month for service of 3,000 B&W impressions - overages @ $0.012, $80.00/month for service of 1,000 color impressions - overages @ $0.08 for a total monthly payment of $220.00, effective upon CC approval, execution of DOCUmation Agreement [subject to modification of agreement as recommended by legal counsel] and issuance of a Purchase Order.

J. AI-54964 Public Defender:
Requesting authority to enter into a new 48-month (capital) lease copier for a RICOH AFICIO MP C4503 through our membership/participation with (DIR) Department of Information Resources awarded vendor, RICOH USA / GE RICOH USA contract DIR-TSO-3041 through Requisition #297380 in the amount of $144.87/month-equipment, 5,000 B/W impressions @ $0.0069 - $34.50/month & 1,850 color impressions @ $0.0428 - $79.18/month with a total of $258.55/month, effective upon approval,delivery & acceptance.

K. AI-54962 Arnold Patrick, Director, HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTION DEPARTMENT, aka, ADULT PROBATION is requesting that Hidalgo County Commissioners Court [HCCC] permit the HC Purchasing Dept. to conduct procurement services commencing with advertising [with negotiations/award to be conducted and made by Mr.Partick pursuant to statute] for the project titled: Community Supervision & Corrections Department - "Independent Audit Services" - RFP No. 2016-214-07-13-HGO with Adult Probation providing the core specifications/requirements and audit guidelines.

L. AI-54944 Requesting authority to advertise and approval of procurement packet [i.e. specifications/requirements, legal notice, draft requirement agreement etc.] as attached hereto for: Hidalgo County Community Service Agency-"Lease of Office Space-Edinburg"-RFB No.:2016-142-SMA including the re-advertising of project in the event no bids received and/or are rejected and project is still required.

M. AI-54939 Approval of an open market purchase of one (1) Cummins-Allison Jetscan Model 4062 ES Currency-Counterfeit Machine and Accessories in the amount of $2,202.00 and an Annual Preventative Maintenance Inspection Agreement in the amount of $199.00 which will include periodic inspections & preventive maintenance plus parts & labor for a combined first year total of $2,401.00 through Requisition #298203 subject to HB1295 compliance when/if applicable with continuation of all future Annual Preventive Maintenance Agreements for as long as the County Clerk owns and operates this equipment.

N. AI-54811 Maria Elena Banning, Court Coordinator, HC County Court at Law #2, on behalf of Honorable Judge Jay Palacios, is requesting authorization to remove a fixed asset from their inventory list, description of said item is attached herein as Exhibit "A".

O. AI-55068 Add fuel card/users to the following HC elected office, department, programs or agencies:

1. Constable Pct No. 1 - Fuel cards
2. Adult Probation - Fuel card users
3. District Attorney's Office - Fuel Card

AI-55131

2016 Intradept. (line item) Transfer 2. A.

CC CONSENT
Meeting Date: 06/20/2016
Submitted By: Edna Kirby, IT DEPARTMENT
Department: IT DEPARTMENT

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Information
CAPTION
2016 - Justice Court Tech Fund (1242)

BACKGROUND

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Fiscal Impact

Attachments
Intra

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Final Approval | Monica Badillo | 06/16/2016 05:31 PM |

Form Started By: Edna Kirby Started On: 06/16/2016 02:45 PM
Final Approval Date: 06/16/2016

**COUNTY OF HIDALGO COMMISSIONERS' COURT**
**AGENDA REQUEST FORM**

**NO:**

**DATE:** June 16, 2016 **MEETING DATE REQUEST:**

**DEADLINE FOR ACTION:** ASAP **CONTACT PERSON:**

**DEPARTMENT:** **PHONE:**

**DEPT. HEAD / OFFICIAL SIGNATURE:** **FAX:**

**CAPTION:**

**BACKGROUND: (Briefly summarize your request, use separate sheet(s) if needed or attach supporting documentation.)**

**BUDGETARY IMPACT:**

**PLEASE INITIAL FOR APPROVAL:**

**Legal Counsel:** **Budget:** **Human Resources:**

**COMMENTS:**

**ACTION TAKEN BY COMMISSIONER'S COURT:**

**Approved on:** (DATE) **Tabled on:** (DATE) **Denied on:**

**Motion made by:** **Second by:** **Vote:**

**DATE:** June 20, 216

**DEPARTMENT HEAD:** Renan Ramirez

**DEPARTMENT NAME:** Information Technology Dept.

**ACCOUNT NUMBER:** 6-1242-412-00-060-001-0-

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 430 | Justice Crt Tech-Tech-Repair & Maint Srv | 532 | Justice Crt Tech-Wireless Devices | $1,400.00 |
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| | | | TOTAL | $1,400.00 |

**REASON**: **Cover expenses for Wireless Device**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

AI-55137

2016 Intradept. (line item) Transfer 2. B.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Rosie Cantu, DISTRICT ATTORNEY

Submitted By: Ana Galvan, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

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Information

CAPTION

2016 - District Attorney's Office (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-412-20-080-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 6/16/16

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Attachments

Line Item Transfer

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/16/2016 04:22 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Ana Galvan Started On: 06/16/2016 04:12 PM

Final Approval Date: 06/16/2016

**DATE:** June 15, 2016

**2016**
**Transfer**

**DEPARTMENT HEAD:** Ricardo Rodriguez, Jr.

**DEPARTMENT NAME:** District Attorney's Office

**ACCOUNT NUMBER:** 6-1100-412-20-080-001-0-XXX

**Contact Person:** Ana Galvan **Ph#:** (956) 292-7604 Ext. 8083

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 631 | BOTTLED WATER | 640 | REFERENCE MATERIALS | 5.00 |
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| | | | TOTAL | $ 5.00 |

**REASON:** **Intradepartmental transfer is needed to pay freight charges for outstanding invoice.**

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

AI-55128

2016 Intradept. (line item) Transfer 2. C.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

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Information

CAPTION

2016 - District Attorney's Office (1281)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1281-412-00-080-012-6-xxx

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

BUDGETARY IMPACT:

Funds Available as of 6/16/2016.

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Attachments

LIT TRANSFER

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/16/2016 02:47 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Ramiro Sendejo Started On: 06/16/2016 02:33 PM

Final Approval Date: 06/16/2016

**DATE:** June 16, 2016

**DEPARTMENT HEAD:** Ricardo Rodriguez

**DEPARTMENT NAME:** District Attorney's Office

**ACCOUNT NUMBER:** 6-1281-412-00-080-012-6-XXX

**2015**
**Transfer**

**AI- 55128**

**Contact Person:** Ramiro Sendejo **Ph#:** (956)292-7604 ext. 8082

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 660 | FURNISHING & EQUIPMENT | 753 | FURNITURE AND FIXTURES | 2,590.53 |
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| | | | TOTAL | $ 2,590.53 |

**REASON**:
Transfer is needed for anticipated expenditures.

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

AI-55118

2016 Intradept. (line item) Transfer 2. D.

CC CONSENT

Meeting Date: 06/20/2016

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

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Information

CAPTION

2016 - Co Wide Adm (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-415-00-115-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 06/16/16.

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Attachments

LIT

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/16/2016 11:21 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Debbie Tamez Started On: 06/16/2016 11:13 AM

Final Approval Date: 06/16/2016

**DATE:** June 20, 2016

**2016**
**Transfer**

**AI-55118**

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

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

**ACCOUNT NUMBER:** 6-1100-415-00-115-002-0-XXX

**Contact Person:** Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 851 | Taxes | 899 | Contingency | 928.07 |
| 421 | Disposal | 899 | Contingency | 800.00 |
| 710 | Land | 899 | Contingency | 3,722.00 |
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| | | | TOTAL | $ 5,450.07 |

**REASON**:
Transfer needed for Co Wide expenditures.

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

AI-55110

2016 Intradept. (line item) Transfer 2. E.

CC CONSENT
Meeting Date: 06/20/2016
Submitted By: Katia Garcia, COMM. PCT. #1
Department: COMM. PCT. #1

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Information
CAPTION
2016 - Pct. 1 Sanitation (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-432-00-121-001-0-xxx
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Funds available as of 6-16-16.

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Attachments
LIT

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/16/2016 10:16 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Katia Garcia Started On: 06/16/2016 08:34 AM
Final Approval Date: 06/16/2016

**DATE:** June 16, 2016

**2016**
**Transfer**

**AI-55110**

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

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

**ACCOUNT NUMBER:** 6-1100-432-00-121-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 610 | GENERAL SUPPLIES | 340 | TECHNICAL SERVICES | $1,000.00 |
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| | | | TOTAL | $1,000.00 |

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

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

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

AI-55109

2016 Intradept. (line item) Transfer 2. F.

CC CONSENT
Meeting Date: 06/20/2016
Submitted By: Katia Garcia, COMM. PCT. #1
Department: COMM. PCT. #1

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Information
CAPTION
2016 - Pct. 1 Admin (1200)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1200-431-00-121-004-0-xxx
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Funds available as of 6-16-16.

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Attachments
LIT

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/16/2016 10:16 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Katia Garcia Started On: 06/16/2016 08:29 AM
Final Approval Date: 06/16/2016

**DATE:** June 16, 2016

**2016**
**Transfer**

**AI-55109**

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

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

**ACCOUNT NUMBER:** 6-1200-431-00-121-004-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 610 | GENERAL SUPPLIES | 890 | OTHER | $200.00 |
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| | | | TOTAL | $200.00 |

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

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

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

AI-55095

2016 Intradept. (line item) Transfer 2. G.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Nick Perez, COMM. PCT. #4

Department: COMM. PCT. #4

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Information

CAPTION

2016 - Pct. #4 Doolittle Recovery Proj. (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-432-00-124-162-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 6/15/16

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Attachments

Doolittle Recovery Intra Transfer

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/15/2016 04:42 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Nick Perez Started On: 06/15/2016 04:27 PM

Final Approval Date: 06/16/2016

**DATE:** June 15, 2016

**DEPARTMENT HEAD:** Joseph Palacios

**DEPARTMENT NAME:** Hidalgo County Pct.4

**ACCOUNT NUMBER:** 6-1100-432-00-124-162-0-XXX

**2016**
**Transfer**

**AI - 55095**

**Contact Person:** Nick Perez **Ph#:** (956) 383-3112

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 740 | Doolittle Recovery - Improvements | 334 | Doolittle Recovery - ARCH & ENG SRV | 34,125.00 |
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| | | | TOTAL | 34,125.00 |

**REASON**:
**As per auditor recommendation funds are being reclassified into correct object code.**

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

AI-55081

2016 Intradept. (line item) Transfer 2. H.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Gabriel Guajardo, TREASURER'S OFFICE

Submitted By: Gabriel Guajardo, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

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Information

CAPTION

2016 - Treasurer's Office (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-415-16-150-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 6/15/16

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Attachments

BOND - LIT

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/15/2016 04:03 PM |
| Final Approval | Veronica Ortiz | 06/15/2016 04:04 PM |
| Budget & Management | Veronica Ortiz | 06/15/2016 04:04 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Gabriel Guajardo Started On: 06/15/2016 03:41 PM

Final Approval Date: 06/16/2016

# BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 06-17-2016

DEPARTMENT HEAD: NORMA G. GARCIA

DEPARTMENT NAME: TREASURER DEPT

ACCOUNT NUMBER: 6-1100-415-16-150-001-0-XXX

CONTACT PERSON: GABRIEL GUAJARDO

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

Honorable Commissioner's Court of Hidalgo County:

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

| FROM | | TO | | |
|---|---|---|---|---|
| OBJECT CODE | OBJECT NAME | OBJECT CODE | OBJECT NAME | AMOUNT |
| 610 | GENERAL SUPPLIES | 520 | INSURANCE | 50.00 |
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| | | | TOTAL | 50.00 |

REASON: To appropriate funds for bond coverage

Norma G. García

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-55077

2016 Intradept. (line item) Transfer 2. I.

CC CONSENT

Meeting Date: 06/20/2016

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

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Information

CAPTION

2016 - Health & Human Services (1293)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Funds available for transfer as of 06/16/2016.

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Attachments

LIT

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/15/2016 03:30 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Mike Escaname Started On: 06/15/2016 03:19 PM

Final Approval Date: 06/16/2016

**DATE:** June 15, 2016

**2016**
**Transfer**

**AI -**

**DEPARTMENT HEAD:** Eduardo Olivarez

**DEPARTMENT NAME:** Health & Human Services

**ACCOUNT NUMBER:** 6-1293-441-00-340-005-0-

**Contact Person:** Mike Escaname **Ph#:** 7210

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 430 | H.D. ADM-REPAIR & MAINT SRV | 320 | H.D. ADM-PROFESSIONAL SRV | 11,500.00 |
| 752 | H.D. ADM-VEHICLES | 320 | H.D. ADM-PROFESSIONAL SRV | 10,000.00 |
| 584 | H.D. ADM-REGISTRATION FEES | 320 | H.D. ADM-PROFESSIONAL SRV | 3,500.00 |
| 650 | H.D. ADM-SOFTWARE CNTRLD | 610 | H.D. ADM-GENERAL SUPPLIES | 3,000.00 |
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| | | | **TOTAL** | **28,000.00** |

**REASON**: ***To cover anticipated expenditure.***

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

AI-55074

2016 Intradept. (line item) Transfer 2. J.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

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Information

CAPTION

2016 - Constable Pct. 4 (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Funds available for transfer as of 06/15/2016.

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Attachments

LIT 61516 Rev

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/15/2016 01:52 PM |
| Final Approval | Veronica Ortiz | 06/16/2016 01:00 PM |

Form Started By: Nayla Munoz Started On: 06/15/2016 01:47 PM

Final Approval Date: 06/16/2016

# BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

**DATE:** June 15, 2016

**DEPARTMENT HEAD:** A. "J.R." GAITAN

**DEPARTMENT NAME:** CONSTABLE PRECINCT 4

**ACCOUNT NUMBER:** 6-1100-421-00-294-001-0

**SUBJECT:** Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

| **FROM** OBJECT CODE | OBJECT DESCRIPTION | **TO** OBJECT CODE | OBJECT DESCRIPTION | **AMOUNT** |
|---|---|---|---|---|
| **340** | Technical Services | **660** | Furn & Equip Controlled | **$600.00** |
| **340** | Technical Services | **350** | Other Services | **$140.80** |
| **340** | Technical Services | **810** | Dues & Memberships | **$50.00** |
| **340** | Technical Services | **631** | Bottled Water | **$400.00** |
| **340** | Technical Services | **442** | Equip & Vehicle Rental | **$15.00** |
| **610** | General Supplies | **752** | Vehicles | **$2,660.43** |
| | | | | |
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| | | | **TOTAL** | **$3,866.23** |

**REASON:** Transfer needed to cover expenditures for scanner, bottled water, membership dues. engraving and installation of window barriers on fleet.

HORALDO SANCHEZ *for Constable A. "J.R." Gaitan*

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-55063

2016 Intradept. (line item) Transfer 2. K.

CC CONSENT

Meeting Date: 06/20/2016

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

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Information

CAPTION

2016 - Health & Human Services (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-441-00-340-003-0-XXX

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

BUDGETARY IMPACT:

Funds available for transfer as of 06/15/2016.

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Attachments

LIT

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/15/2016 10:11 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Mike Escaname Started On: 06/14/2016 03:48 PM

Final Approval Date: 06/16/2016

**DATE:** June 15, 2016

**DEPARTMENT HEAD:** Eduardo Olivarez

**DEPARTMENT NAME:** Health & Human Services

**ACCOUNT NUMBER:** 6-1100-441-00-340-003-0-

**2016**
**Transfer**

**AI - 55063**

**Contact Person:** Mike Escaname **Ph#:** 7210

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 610 | Health Clinics-General Supplies | 442 | Health Clinics-Equip & Vehicle Rent | 500.00 |
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| | | | TOTAL | **500.00** |

**REASON**:

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-55060

2016 Intradept. (line item) Transfer 2. L.

CC CONSENT

Meeting Date: 06/20/2016

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

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Information

CAPTION

2016 - 398th DC (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-412-00-009-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 6/14/16

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Attachments

LIT

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/14/2016 02:49 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Esther Cantu Started On: 06/14/2016 02:47 PM

Final Approval Date: 06/16/2016

June 14, 2016

**DEPARTMENT HEAD:** Aida Salinas Flores

**DEPARTMENT NAME:** 398th District Court

**ACCOUNT NUMBER:** 6-1100-412-00-009-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM | | | TO | | |
|---|---|---|---|---|---|
| ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | AMOUNT |
| 6-1100-412-00-009-001-0-890 | OTHER | | 6-1100-412-00-009-001-0-520 | INSURANCE | $ 200.00 |
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| | | **T O T A L** | | | 200.00 |

**REASON:**
TO FUND UPCOMING INVOICE OF JUDGE'S PROFESSIONAL LIABILITY INSURANCE

_____ **June 14, 2016**
**DEPARTMENT HEAD SIGNATURE** **Date**

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

**COUNTY AUDITOR'S FORM: ARS-CA-017**
**REVISED:** 1/25/2007

AI-55035

2016 Intradept. (line item) Transfer 2. M.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Rosie Cantu, DISTRICT ATTORNEY

Submitted By: Obdett Calzada, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

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Information

CAPTION

2016 - District Attorney's Office (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 6/14/16

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Attachments

LIT

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/14/2016 08:20 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Obdett Calzada Started On: 06/10/2016 04:47 PM

Final Approval Date: 06/16/2016

**DATE:** June 10, 2016

**2016**
**Transfer**

**AI- 55035**

**DEPARTMENT HEAD:** Ricardo Rodriguez, Jr., Criminal District Attorney

**DEPARTMENT NAME:** District Attorney's Office

**ACCOUNT NUMBER:** 6-1100-412-00-080-002-0-XXX

**Contact Person:** Obdett Calzada **Ph#:** (956) 292-7604 Ext. 8086

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 540 | ADVERTISING | 640 | REFERENCE MATERIALS | 2,500.00 |
| 540 | ADVERTISING | 550 | PRINTING & BINDING | 2,500.00 |
| 660 | FURN & EQUIP CNTRLD | 430 | REPAIR & MAINT SRV | 4,000.00 |
| 751 | MACHINERY & EQUIPMENT | 610 | GENERAL SUPPLIES | 1,500.00 |
| 780 | CAPITAL LEASES | 610 | GENERAL SUPPLIES | 8,208.32 |
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| | | | TOTAL | $ 18,708.32 |

**REASON**:
Transfer needed to fund the purchase of legal books as new editions are released throughout the year. The purchase of office forms and office supplies are purchased on an as needed basis. Furthermore, due to the relocation of the DA's Office funds are needed under repair and maintenance for any situations that may arise.

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

AI-55029

2016 Intradept. (line item) Transfer 2. N.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Gabriela Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

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Information

CAPTION

2016 - Co Wide Adm (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-415-00-115-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 06/10/2016

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Attachments

Transfer

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/10/2016 04:24 PM |
| Final Approval | Merlen P. Munoz | 06/14/2016 03:45 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Gabriela Garza Started On: 06/10/2016 04:00 PM

Final Approval Date: 06/16/2016

**DATE:** June 10, 2016

**2016**
**Transfer**

**AI - 55029**

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Department of Budget and Management for- County Wide Admin

**ACCOUNT NUMBER:** 6-1100-415-00-115-002-0-XXX

**Contact Person:** Gabriela Garza & Merlen Munoz **Ph#:** 956-292-7025 ext. 5413

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 340 | Technical Services | 339 | Other Professional Services | 5,000.00 |
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| | | | TOTAL | 5,000.00 |

**REASON**:
**To fund anticipated expenditures for possible consulting services related to the development of the scope of work for RFP titled: "Provide Hidalgo County Residents Facts of the Operation of a Possible Creation of a Health Care District."**

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

AI-55123

2016 Interdepartmental Transfers 3. A.

CC CONSENT
Meeting Date: 06/20/2016
Submitted By: Nick Perez, COMM. PCT. #4
Department: COMM. PCT. #4

Information

CAPTION

Hidalgo County Pct. 4 (1100): Approval of 2016 interdepartmental transfer from (PCT4 EMERGENCY SRV LINN-SM-GENERAL SUPPL) to (PCT4 LINN-SAN MANUEL BEAUTIFICATION-AID) in the amount of $6,625.00 to fund beautification project.

BACKGROUND

Fiscal Impact

| | | | |
|---|---|---|---|
| FISCAL YEAR: | 2016 | ACCT. #: | 6-1100-4XX-X0-124-1XX-0-XXX |
| FUNDS AVAILABLE Y/N?: | Y | MATCHING FUNDS Y/N?: | |

BUDGETARY IMPACT:
Funds available as of 6/16/16

Attachments

Pct.4 Interdepartment Transfer

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/16/2016 02:01 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Nick Perez Started On: 06/16/2016 01:32 PM
Final Approval Date: 06/16/2016

**DATE:** June 16, 2016

**DEPARTMENT HEAD:** Joseph Palacios

**2016**
**Transfer AI-55123**

**DEPARTMENT NAME:** Hidalgo County Pct. 4

**ACCOUNT NUMBER:** 6-1100-4XX-X0-124-1XX-0-XXX

**CONTACT PERSON:** Nick Perez **PHONE:** (956) 383-3112

**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 | | |
| 6-1100-419-40-124-136-0-610 | PCT4 EMERGENCY SRV LINN-SM-GENERAL SUPPL | (6,625.00) |
| TO | | |
| 6-1100-452-00-124-141-0-841 | PCT4 LINN-SAN MANUEL BEAUTIFICATION-AID | 6,625.00 |
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| | TOTAL BUDGET INCREASE (DECREASE) | 0.00 |

**REASON:**

**As per auditors recommendation funds should be placed in object code 841 & in Linn San Manuel Beautification account**

Joseph Palacios

DEPARTMENT HEAD..... JPA
SIGNATURE

_____ / / _____

COMMISSIONERS COURT DATE ATTEST, COUNTY CLERK

AI-55103

2016 Interdepartmental Transfers 3. B.

CC CONSENT
Meeting Date: 06/20/2016
Submitted By: Katia Garcia, COMM. PCT. #1
Department: COMM. PCT. #1

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Information

CAPTION

Pct.1 CO's 2014 (1345):
Approval of 2016 interdepartmental transfer within Certificate of Obligations Series 2014 from programs (041, 052, 184, 190 & 192) to programs (188, 112 & 210) in the amount of $12,658.82..

BACKGROUND

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Fiscal Impact

| | | | |
|---|---|---|---|
| FISCAL YEAR: | 2016 | ACCT. #: | 6-1345-431-00-121-XXX-0-XXX |
| FUNDS AVAILABLE Y/N?: | Y | MATCHING FUNDS Y/N?: | |

BUDGETARY IMPACT:

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Attachments

INTERDEPT TRF

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/16/2016 10:15 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Katia Garcia Started On: 06/15/2016 04:59 PM
Final Approval Date: 06/16/2016

**DATE:** June 15, 2016

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

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

**ACCOUNT NUMBER:** 6-1345-431-00-121-XXX-0-XXX

**CONTACT PERSON:** Katia Garcia **PHONE:** (956) 968-8733 Ext. 1022

# 2016
**Interdepartmental Transfer**

**AI-55103**

**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:** | | | |
| 6-1345-431-00-121-041-0- 751 | CO2014-PCT1-MACHINERY & EQUIPMENT | MACH & EQUIP | (295.20) |
| 6-1345-431-00-121-052-0- 751 | CO2014-PCT1 DRAIN IMPRV- | MACH & EQUIP | (369.77) |
| 6-1345-431-00-121-184-0- 721 | CO2014-PCT1 M4W (M15N-M16N) | ROADS | (4,391.44) |
| 6-1345-431-00-121-190-0- 721 | CO2014-PCT1 MILE 15 (M6W-FM1015) | ROADS | (4,706.44) |
| 6-1345-431-00-121-192-0- 721 | CO2014-PCT1 VICTORIA RD(BUS83-EXP83) | ROADS | (2,323.51) |
| 6-1345-431-00-121-192-0- 841 | CO2014-PCT1 VICTORIA RD(BUS83-EXP83) | AID TO GOVT AGENCY | (572.46) |
| **TO:** | | | |
| 6-1345-431-00-121-188-0- 721 | CO2014-PCT1 18TH (AIRPORT-FM1015) | ROADS | 1,914.00 |
| 6-1345-431-00-121-188-0- 841 | CO2014-PCT1 18TH (AIRPORT-FM1015) | AID TO GOVT AGENCY | 1,386.00 |
| 6-1345-431-00-121-112-0- 721 | CO2014-PCT1 M12½N (FM88-FM493) | ROADS | 3,300.00 |
| 6-1345-431-00-121-210-0- 721 | CO2014-PCT1-QUINTERO ST(M 61/2-DARIO) | ROADS | 6,058.82 |
| | | | |
| | | | |
| | | | |
| **TOTAL BUDGET INCREASE (DECREASE)** | | | - |

**REASON:** Transfer needed to pay for Frontera Materials invoices for 18th St, Mile 12 1/2 & Quintero Street.

**DEPARTMENT HEAD SIGNATURE**

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

AI-55018

2016 Interdepartmental Transfers 3. C.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

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Information

CAPTION

Pct 2 Boys & Girls Club & Aquatic Park/Natatorium(1100):
Approval of 2016 interdepartmental transfer from Pct 2 Sanitation to Pct 2 Boys & Girls Club and the Aquatic Park/Natatorium in the amount of $3,501.10 to fund professional services.

BACKGROUND

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Fiscal Impact

| | | | |
|---|---|---|---|
| FISCAL YEAR: | 2016 | ACCT. #: | 6-1100-4XX-XX-122-XXX-0-X3X |
| FUNDS AVAILABLE Y/N?: | Y | MATCHING FUNDS Y/N?: | N |

BUDGETARY IMPACT:

Funding available as of 6/10/2016 in account no 6-1100-432-00-122-001-0-430.

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Attachments

Transfer

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/15/2016 01:36 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Carlos Jasso Started On: 06/10/2016 01:57 PM

Final Approval Date: 06/16/2016

**DATE:** June 1, 2016

**DEPARTMENT HEAD:** Commissioner Eduardo "Eddie" Cantu

**2016**
**Interdepartmental Transfer**

**AI # 55018**

**DEPARTMENT NAME:** Hidalgo County Precinct No.2 Boys & Girls Club & Aquatic Park/ Natatorium

**ACCOUNT NUMBER:** 6-1100-4XX-XX-122-XXX-0-X3X

**CONTACT PERSON:** Carlos Jasso **PHONE:** (956) 787-1891 Ext. 2006

**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:** | | | | |
| 6-1100-432-00-122-001-0 | 430 | Pct 2 Sanitation | Repair & Maint Srv | (3,501.10) |
| | | | | |
| | | | | |
| **TO:** | | | | |
| 6-1100-451-22-122-118-0 | 334 | Pct 2 Boys & Girls Club | Arch & Eng Srv | 1,750.55 |
| | | | | |
| 6-1100-451-24-122-119-0 | 334 | Pct 2 Aquatic Park/ Natatorium | Arch & Eng Srv | 1,750.55 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | | - |

**REASON:** To fund engineering service expenditures through PO 729097 with L& G Consulting Engineers.

**SIGNATURE**

**COMMISSIONERS COURT**

**DATE**

**ATTEST, COUNTY CLERK**

Interfund Transfers 4. A.

AI-55092

CC CONSENT
Meeting Date: 06/20/2016
Submitted By: Nick Perez, COMM. PCT. #4
Department: COMM. PCT. #4

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Information

CAPTION

Pct. 4 (1200): Approval of 2016 interfund transfer from Parks (1100) to Pct. 4 Road Maint (1200) in the amount of $2,340.00.

BACKGROUND

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Fiscal Impact

Attachments

Pct.4 R&B (1200)

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/15/2016 04:28 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Nick Perez Started On: 06/15/2016 04:22 PM
Final Approval Date: 06/16/2016

**DATE:** June 15, 2015

**DEPARTMENT HEAD:** Joseph Palacios, Commissioner PCT 4

**DEPARTMENT NAME:** Hidalgo County Precinct 4

**2016**
**Interfund Transfer**
**AI-55092**

**ACCOUNT NUMBER:** **6-1X00-4XX-00-124-00X-0-XX0**

**CONTACT PERSON:** Nick Perez **PHONE:**

**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:** | | | | |
| 6-1100-452-00-124-009-0- | 430 | PCT 4 PARKS- | REPAIR & MAINT SERVICES | (2,340.00) |
| **6-1100-491-01-000-200-0-** | **891** | **TRANSFER OUT-** | **ROAD & BRIDGE** | **2,340.00** |
| | | | | |
| | | | | |
| **TO:** | | | | |
| **6-1200-391-01-000-100-0-** | **000** | **TRANSFER IN-** | **GENERAL FUND** | **2,340.00** |
| 6-1200-431-00-124-007-0- | 660 | PCT 4 RD MAINT- | FURN & EQUIP CNTRLD | 2,340.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL BUDGET INCREASE (DECREASE)** | **2,340.00** |

**REASON:** Transfer needed for the purchase of chainsaws to remove fallen debris from roadways.

**DEPARTMENT HEAD SIGNATURE**

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

Planning Department 5. A.

AI-55071

CC CONSENT

Meeting Date: 06/20/2016

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

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Information

CAPTION

1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)
2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

BACKGROUND

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Fiscal Impact

Attachments

Pct 1 Water Service Availability 06-20-16

Pct 2 & 4 Cert Plat & Utility Status 06-20-16

Pct 2 & 4 Water Service Availability 06-20-16

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/15/2016 01:42 PM |
| Glinda Pacheco | Glinda Pacheco | 06/16/2016 08:39 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Irma Castillo Started On: 06/15/2016 11:39 AM

Final Approval Date: 06/16/2016

| | PLANNING DEPT. PCTS.#1 WATER SERVICE AVAILABILTY | |
|---|---|---|
| | | |
| | APPLICANT | APPLICATION NO. |
| 1. | YAHAIRA I. VAZQUEZ | 1-13685 |
| | | |
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| | | |
| | | |
| | | |
| | COMM. COURT: JUNE 20, 2016 | |

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


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

T.J. Arredondo, CFM
*Director of Planning*


Precinct 1 2 3 4

Application No: 1-13685

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

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

Upon the application of:

Name: Yahaira I Vazquez

Address: 2405 s Bougainvillea
Weslaco Tx 78596

Phone: (956)375-1506

Water Supplier: City of Mercedes

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

Account/ESI No.: N/A

[ ] Temporary Pole [✓] Permanent Service

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

Indian Hills Lot# 396 Blk# 1

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

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

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

-OR-

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

Johanna Valle

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____ Hidalgo County Clerk | Date

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


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956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct** 1 2 3 4

**Application No:** 1-13685

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

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

**THE STATE OF TEXAS** §
**COUNTY OF HIDALGO** §

**BEFORE ME, the undersigned authority, on this day personally appeared** Yahaira Vazquez Indian Hills Lot# 396 Blk# 1 ,

**Known to me [*or* proved to me in the oath of** HDL 35480952 *or* **through** _____ (*description of federal or state government ID card with photograph and signature*)], **who swore on oath that the following two statements are true:**

1. **"I am requesting utility service to the following described land:**

   Indian Hills Lot# 396 Blk# 1 ."

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

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

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

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

**-OR-**

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

Yahaira Vazquez (Signature)

**SUBSCRIBED AND SWORN TO before me on** June 10, 20 16, **to certify which, witnesses my hand and seal of office.**

Johanna Vallejo

**NOTARY PUBLIC IN AND FOR**
**THE STATE OF TEXAS**

JOHANNA VALLEJO
Notary Public
STATE OF TEXAS
Notary ID# 13053818-6
My Comm. Exp. 02-12-2020

# WARRANTY DEED WITH VENDOR'S LIEN

DATE: March 09, 2016

GRANTOR: Robert L. Schwarz, not joined by my wife since the property herein conveyed constitutes no part of our legal homestead

GRANTOR'S MAILING ADDRESS: 2601 E. Mile 3 Rd
Palmhurst, Hidalgo County, Texas 78574

GRANTEE: Yahaira Imalay Vazquez

GRANTEE'S MAILING ADDRESS: 2405 Bougainvillea
Weslaco, Texas 78596

CONSIDERATION: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Seventeen thousand and NO/100 Dollars ( $17000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Mark Twenhafel, Trustee.

PROPERTY (including any improvements):

Lot Three hundred Ninety Six (396),Block One (1), Indian Hills Subdivision, Hidalgo County, Texas, according to the map and plat of record in Volume 23 Page 180 and 181 and in Volume 24 page 81, Map Records of Hidalgo County, Texas;

RESERVATIONS FROM CONVEYANCE:

SAVE AND EXCEPT all oil, gas and other minerals, all geothermal energy, and wind energy and further SAVE AND EXCEPT (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.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

As shown on Exhibit "A", attached hereto and made a part hereof for all purposes.

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments other than conveyances of the surface fee estate, that affect the Property; and taxes for 2016 which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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

Those reservations and exceptions on Exhibit A attached hereto and made a part hereto for all purposes.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as convenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative to regulate the structural integrity, appaearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable,their purposes being for the common benefit of Grantor, Grantee and the Affected Property Owners, who are affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the

Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.

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

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

Grantee accepts the herein described 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 (1) the condition the property or any element thereof, including, without limitation, warranties related to environmental conditions, suitability for habitation, merchantability or fitness for a particular purpose; (2) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, development potential or otherwise; (3) all warranties created by affirmation of fact or promise by any description of the property; and (4) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

Robert L. Schwarz

STATE OF TEXAS )(

COUNTY OF HIDALGO )(

This instrument was acknowledged before me on the 9th day of March ,2016 by Robert L. Schwarz

ANGELICA HERNANDEZ
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 10-18-2016
NOTARY ID 12076219

Notary Public, State of Texas
Notary's name (printed) ANGELICA HERNANDEZ

Notary's commission expires : 10-18-16

# BUYER'S ACCEPTANCE OF DEED
03-09-2016

The undersigned buyer(s) hereby accepts and consents to the form of Deed attached hereto including, but notlimited to, the provision(s) concerning title exceptions contained therein, and acknowledges the same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the eventof any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

Yahaira Imalay Vazquez

AFTER RECORDING RETURN TO :
Harold Munal
2601 E. Mile 3 Rd.
Palmhurst, Texas 78574

VOL. 23 PG. 181

# MAP OF INDIAN HILLS SUBDIVISION

BEING A RESUBDIVISION OF 122.65 ACRES OUT OF
ALL OR PARTS OF LOTS "KC", "I", AND "J", CAPISALLO HEIGHTS SUBDIVISION
FARM TRACT 3014, 3015, AND 3016, AND LOTS 2, 3, 5, AND 6,
ALL OF BLOCK 62, NORTH CAPISALLO DISTRICT SUBDIVISION
OUT OF LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS

SHEET 1 OF 2

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED UNDER MY DIRECTION.

LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR AND ENGINEER
EDINBURG, TEXAS
1983 NO. 2-830647

STATE OF TEXAS:
COUNTY OF HIDALGO:

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF THE STREETS DESIGNATED THEREON.

LONNY SUMERS, TRUSTEE

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LONNY SUMERS, OWNER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 7th DAY OF July, A.D., 1983.

IRENE A. CLARK
Notary Public
State of Texas
My Commission Expires 6-10-85

NOTARY PUBLIC FOR THE STATE OF TEXAS

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MERCEDES, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY HEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING AND ZONING COMMISSION DATE

THIS PLAT APPROVED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, ON THIS THE 6th DAY OF January, A.D., 19 84.

NOTE:

1. Minimum finished floor elevation west of FM 491 is elevation 59.5 feet. Minimum finished floor elevation east of FM 491 is elevation 59.5 feet or 16 inches above natural ground whichever is higher.
2. The area of the subdivision west of FM 491 is in FIRM flood zone "C" indicating no flooding during a 100 year storm event. The area of this subdivision east of FM 491 is in FIRM flood zone "B" indicating flooding depths of less than 1 foot during a 100 year storm event.
3. Benchmark - USGS BM on #684 plate on the Southwest headwall of the bridge on FM 491 spanning the North Floodway Pilot Channel approximately 1/4 mile North of Mile 10 North. Elevation = 62.15

APPROVED FOR RECORDING BY COMMISSIONERS' COURT
This the 23rd day of Jan. 1984
J. EDGAR RUIZ, County Clerk
Hidalgo County, Texas
By: [illegible] Deputy

Recorded in Book 23 Page 181 of the map records of Hidalgo County, Texas
Melden and Hunt, Inc.
County Surveyors

APPROVED
FOR RECORDING
Dec. 1983
by Commissioners' Court
by Irma Walker
on Feb. 6, 1984

FILED
FEB 8 1984

CURVE DATA

| SYMBOL | DELTA | RADIUS | TANGENT | LENGTH | CHORD |
|---|---|---|---|---|---|
| 104 | 04°14'24" | 848.54' | 31.94' | 70.44' | 70.42' |
| 105 | 02°26'36" | 766.30' | 16.66' | 33.36' | 33.35' |
| 106 | 10°58'09" | 766.30' | 70.21' | 146.08' | 145.82' |
| 107 | 09°58'36" | 766.30' | 66.84' | 133.40' | 133.24' |
| 108 | 14°07'55" | 50.01' | 7.09' | 14.08' | 14.03' |
| 109 | 63°13'13" | 50.01' | 29.86' | 53.83' | 51.27' |
| 110 | 45°09'09" | 50.01' | 20.20' | 39.40' | 37.45' |
| 111 | 67°27'07" | 50.01' | 33.48' | 59.01' | 55.64' |
| 112 | 20°53'27" | 50.01' | 9.07' | 17.94' | 17.85' |
| 113 | 07°54'58" | 151.63' | 9.84' | 19.64' | 19.65' |
| 114 | 56°21'23" | 50.01' | 28.11' | 51.22' | 49.01' |
| 115 | 37°03'20" | 50.01' | 16.74' | 32.34' | 31.78' |
| 116 | 31°00'03" | 50.01' | 15.84' | 30.68' | 30.30' |
| 117 | 68°04'50" | 50.01' | 33.78' | 59.43' | 55.98' |
| 118 | 09°38'58" | 151.63' | 12.80' | 25.54' | 25.51' |
| 119 | 09°14'24" | 151.63' | 8.37' | 16.65' | 16.58' |
| 120 | 38°58'18" | 101.65' | 35.98' | 69.59' | 64.46' |
| 121 | 24°17'42" | 101.65' | 21.89' | 43.10' | 42.78' |
| 122 | 07°44'16" | 365.01' | 24.68' | 49.29' | 49.25' |
| 123 | 08°58'42" | 365.01' | 28.66' | 57.20' | 57.14' |
| 124 | 00°58'39" | 365.01' | 3.11' | 6.23' | 6.23' |
| 125 | 02°35'00" | 315.01' | 7.56' | 15.12' | 15.12' |
| 126 | 11°37'22" | 315.01' | 32.06' | 63.91' | 63.80' |
| 127 | 09°38'15" | 315.01' | 26.60' | 53.08' | 53.01' |
| 128 | 03°32'20" | 365.01' | 5.44' | 10.88' | 10.88' |
| 129 | 03°32'20" | 465.01' | 23.57' | 47.09' | 47.07' |
| 130 | 04°23'15" | 365.01' | 13.98' | 27.95' | 27.94' |
| 131 | 07°57'09" | 315.01' | 21.99' | 43.72' | 43.68' |
| 132 | 11°05'41" | 315.01' | 31.53' | 62.71' | 62.61' |
| 133 | 04°58'36" | 315.01' | 13.32' | 26.63' | 26.62' |
| 134 | 10°19'49" | 101.70' | 18.49' | 36.19' | 36.05' |
| 135 | 22°38'11" | 101.70' | 20.36' | 40.19' | 39.92' |
| 136 | 30°39'08" | 51.70' | 16.62' | 32.17' | 31.62' |
| 137 | 45°00'00" | 85.36' | 38.36' | 67.04' | 65.33' |
| 138 | 45°00'00" | 35.36' | 14.45' | 27.78' | 27.06' |
| 139 | 45°00'00" | 135.01' | 47.64' | 90.32' | 88.02' |
| 140 | 16°06'29" | 165.01' | 24.08' | 47.23' | 47.06' |
| 141 | 09°35'52" | 165.01' | 14.24' | 28.67' | 28.57' |
| 142 | 25°31'00" | 115.01' | 25.81' | 50.78' | 50.37' |
| 143 | 04°11'08" | 165.01' | 6.03' | 12.05' | 12.05' |
| 144 | 21°06'53" | 165.01' | 30.75' | 60.80' | 60.46' |
| 145 | 75°32'00" | 165.01' | 77.04' | 132.93' | 124.23' |
| 146 | 15°31'30" | 155.01' | 21.33' | 42.01' | 41.87' |
| 147 | 10°28'56" | 155.01' | 14.18' | 28.22' | 28.18' |
| 148 | 42°46'00" | 135.55' | 53.07' | 101.17' | 98.84' |
| 149 | 11°53'13" | 185.55' | 19.32' | 38.49' | 38.43' |
| 150 | 15°26'52" | 185.01' | 25.15' | 50.01' | 49.85' |
| 151 | 29°16'34" | 51.70' | 13.02' | 25.52' | 25.26' |
| 152 | 07°22'26" | 51.70' | 3.33' | 6.65' | 6.65' |
| 153 | 04°14'44" | 101.70' | 3.76' | 6.65' | 6.65' |
| 154 | 28°10'09" | 101.70' | 20.52' | 50.01' | 49.50' |
| 155 | 00°44'07" | 101.70' | 3.32' | 6.63' | 6.63' |
| 156 | 50°48'08" | 73.49' | 34.46' | 65.16' | 62.99' |
| 157 | 25°22'38" | 123.49' | 27.80' | 54.68' | 54.25' |
| 158 | 86°31'55" | 90.01' | 49.39' | 78.28' | 44.63' |
| 159 | 250°52'59" | 50.01' | 180.44' | 131.00' | 96.94' |
| 160 | 39°15'02" | 50.01' | 17.83' | 34.25' | 33.59' |

CENTERLINE CURVE DATA

| SYMBOL | DELTA | RADIUS | TANGENT | LENGTH | CHORD |
|---|---|---|---|---|---|
| [illegible] | 35°39' | 340.00' | 109.33' | 211.51' | 208.16' |
| [illegible] | 13°39' | 76.70' | 24.64' | 47.73' | 46.96' |
| [illegible] | 61°15' | 126.65' | 75.00' | 135.43' | 129.07' |
| [illegible] | 45°00' | 60.36' | 25.00' | 47.40' | 46.19' |
| [illegible] | 45°00' | 140.00' | 57.99' | 109.96' | 107.16' |
| [illegible] | 25°18' | 140.00' | 31.42' | 63.82' | 61.32' |
| [illegible] | 38°45' | 98.49' | 46.72' | 87.24' | 84.24' |
| [illegible] | 72°45' | 140.55' | 62.56' | 119.83' | 117.47' |
| [illegible] | 72°32' | 130.00' | 95.28' | 164.57' | 153.80' |

NORTH

FLOODWAY

BASELINE ROAD (F.M. 491)

SHAWNEE AVENUE

TEXAS BOULEVARD

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| | PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS | |
|---|---|---|
| | | |
| | APPLICANT | APPLICATION NO. |
| | | |
| 1. | Victor Jr. and Guadalupe Valdez | 4-15668 |
| 2. | Javier and Rosa Prado | 4-15680 |
| 3. | Kyndel W. Bennett LOTS 1-58, DOS VIENTOS ESTATES | BLANKET COVER |
| | | |
| | COMM. COURT: June 20, 2016 | |

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


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

Precinct No.1 Substation
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Weslaco, TX 78596
956-968-4734
956-973-7850

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

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 4**

**Application No:** 4-15608
06-07-16

## 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:** VICTOR VALDEZ

**Address:** 413 N. 6TH
Donna TX
78537

**Phone:** (956)341-5325

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

**Water Supplier:** North Alamo Water Supply

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

**Account/ESI No.:** 307322-001

[✓] Temporary Pole [ ] Permanent Service
T-pole only

regarding the land described as: MOONLIGHT SUBDIVISION LOT 6, ALAMO TX.

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 07-30-97);

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

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

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

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

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

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

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


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

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 4**

**Application No:** 4-156068
06-07-16

## 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:** VICTOR VALDEZ

**Address:** 413 N. 6TH
DONNA TX 78537

**Phone:** (956)341-5325

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

MOONLIGHT SUBDIVISION LOT 6, ALAMO TX

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Victor Valdez
Requesting Party (Signature)

6-07-16
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:**

06/09/16
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO: 4-15668
Jun. 7, 2016

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

M6205-00-000-0006-00

[ 1] OWNER: VALDEZ, VICTOR JR & GUADALUP

413 N 6TH ST
DONNA, TX 78537-2666
Telephone No.

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

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

[ 5] SIZE OF STRUCTURE: 3,404 Sq. Ft.

[ 6] USE OF BUILDING: RES.

[ 7] LEGAL DESC./NAME OF SUBDIVISION
MOONLIGHT LOT 6

LOCATION: 0

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $160,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY WITH COUNTY SETBACKS AND
REGULATION FRONT 25' REAR 25' BOTH SIDE 5'
24' ABOVE CENTER LINE

Prepared by — Date: 06/07/2016

Approved by — Date: 06/07/2016

Signature of Owner or Applicant — Date: 6-7-2016

FOR COUNTY USE ONLY
APPLICATION FEES

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

Light [X] Water [X]

Flood Zone: MI
Panel No. /Suffix:_____ Pct: 0

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

## [ NOTICE ]

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

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

2003 79972

1264861

# WARRANTY DEED WITH VENDOR'S LIEN

*STATE OF TEXAS*
*COUNTY OF HIDALGO*

**DATE:** October 24, 2003

**GRANTOR:** LILIA GARCIA, joined herein by my husband, LEOBARDO G. CANTU

**GRANTOR'S MAILING ADDRESS** (including county): 1006 San Cristobal Street, San Juan, Hidalgo County, Texas 78589

**GRANTEE:** VICTOR VALDEZ, JR. and wife, GUADALUPE VALDEZ

**GRANTEE'S ADDRESS:** (including county): 413 North 6th Street, Donna, HIdalgo County, Texas 78537

**CONSIDERATION:** Ten and No/100ths ($10.00) Dollars and the execution and delivery by Grantee of a certain promissory note of even date herewith in the principal amount of Twenty Thousand and No/100ths Dollars ($20,000.00), payable to the order of FIRST NATIONAL BANK as therein provided, the payment of the note is additionally secured by a Deed of Trust, Security Agreement and Financing Statement of even date herewith to Michael V. McCarthy, Trustee. The vendor's lien herein retained shall serve as additional security for the payment of the above described note.

**PROPERTY** (including any improvements):

Lot Six (6), MOONLIGHT SUBDIVISION, an Addition to the City of Alamo, Hidalgo County, Texas, according to map thereof recorded in Volume 32, Page 123A, Map Records of Hidalgo County, Texas.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

1. Building Restrictions, Restrictive Covenants and Conditions contained in instrument recorded on July 30, 1997, under Clerk's File Number 613633, Official Records of Hidalgo County, Texas.

2. All visible easements.
3. Taxes for 2003 and subsequent years and subsequent assessments for prior years due to change in land usage or ownership.
4. A twenty foot (20') Utility Easement along the rear of subject property as shown on plat recorded in Volume 32, Page 123A, Map Records of Hidalgo County, Texas.
5. A sixty foot by thirty foot (60' x 30') Swale Easement as shown on plat recorded in Volume 32, Page 123A, Map Records of Hidalgo County, Texas.
6. Easements, rights, rules, and regulations in favor of Hidalgo County Irrigation District No. 2.
7. A twenty-five foot (25') Minimum Setback Line along the front of said property as shown on plat recorded in Volume 32, Page 123A, Map Records of Hidalgo County, Texas.
8. A six foot (6') Minimum Setback Line along the sides of said property as shown on plat recorded in Volume 32, Page 123A, Map Records of Hidalgo County, Texas.
9. A twenty percent (20%) of Lot depth minimum Setback Line along the rear of said property, not to exceed twenty-five feet (25') as shown on plat recorded in Volume 32, Page 123A, Map Records of Hidalgo County, Texas.
10. Oil and Gas Lease dated February 2, 1982, from Dale L. Jeske and wife, Janet Y. Jeske, to May Petroleum, Inc., recorded in Volume 415, Page 477, Oil and Gas Lease Records of Hidalgo County, Texas.
11. Oil and Gas Lease dated February 4, 1999, from Dale L. Jeske and wife, Janet K. Jeske to Jamex, Inc., filed for record in the office of the County Clerk of Hidalgo County, Texas, on April 13, 1999, under Clerks File No. 764595.
12. All oil, gas, and other minerals reserved in Deed dated December 30, 1986, recorded in Volume 2388, Page 696, official Records of Hidalgo County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the herein described property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns, forever. Grantor binds Grantor and Grantors 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 conveyance and warranty contained herein.

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

FIRST NATIONAL BANK has advanced and paid to Grantor in cash that portion of the purchase price of the property that is evidenced by the first lien note. In consideration of that payment, Grantor hereby retains a first and superior vendor's lien against and superior title to the property and transfers such lien to FIRST NATIONAL BANK without recourse.

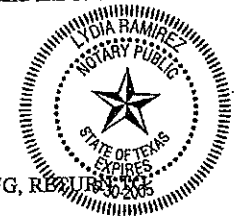
LILIA GARCIA

LEOBARDO G. CANTU

*ACKNOWLEDGMENT*

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 24th day of October, 2003 by LILIA GARCIA and LEOBARDO G. CANTU.




Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

KITTLEMAN, THOMAS, RAMIREZ & GONZALES
Attorneys At Law
P. O. Box 1416
McAllen, Texas 78505-1416

lv:cwk/2003/ENB-Victor Valdez.wdv

File Number 1334/313

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

On: Nov 10,2003 at 11:15A

As a Recording

Document Number: 1264851
Total Fees : 18.00

Receipt Number - 541399
By,
Rebecca Mariscal Deputy

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


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1304 South 25th Street
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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

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 (4)**

**Application No:** 4-15680
04-10-16

## 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:** Javier Prado

**Address:** 1705 W. Portales Dr. Apt #3 Edinburg, Tx. 78541

**Phone:** 956-388-0207

| | Temporary Service | Final Service |
|---|---|---|
| **Approved by Environmental Health:** | | |
| | Authorized Signature | Authorized Signature |
| **Inspection/Permit No:** | | Existing |
| **Date Approved:** | / / | 6 / 13 / 16 |

**Water Supplier:** North Alamo Water Supply

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

**Account/ESI No.:** 17172-004

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: Falcon's Crest Gardens Subdivision Lot # 38 ,

on 6-_____, 2016, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 08-11-04);

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

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

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

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

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

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

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


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Precinct No.3 Substation
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Mission, TX 78572
956-205-7045
956-205-7049

**T.J. Arredondo, CFM**
***Director of Planning***


**Precinct 1 2 3 4**

**Application No:** 4-15680
06-10-16

## 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:** Javier Prado

**Address:** 1705 W. PorTales Dr. Apt. #3
Edinburg, Tx. 78541

**Phone:** 956-388-0207

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

Lot #38 Falcon's Crest Gardens

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Javier Prado
Requesting Party (Signature)

6-13-16
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:**

06/14/16
**Date**

**County Official**

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

**General Warranty Deed**

Date: APRIL 13, 2016

Grantor: LEONEL GUAJARDO and YOLANDA GUAJARDO

Grantor's Mailing Address: 2315 JEREMIAH
EDINBURG, TEXAS 78542
HIDALGO COUNTY

Grantee: JAVIER PRADO and ROSA PRADO

Grantee's Mailing Address: 1705 WEST PORTALES DRIVE, APT. #3
EDINBURG, TEXAS 78541
HIDALGO COUNTY

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements):

Lot Thirty Eight (38), FALCON'S CREST GARDENS SUBDIVISION, an addition to the City of Edinburg, Hidalgo County, Texas, according to the amended map or plat thereof recorded in Volume 46, Pages 92-94, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

a. Restrictive covenants as recorded in Document No. 1399065, Official Records and Volume 46, Pages 92-94, Map Records, Hidalgo County, Texas.

b. Standby fees, taxes and assessments by any taxing authority for the year 2016, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

c. Statutory rights, rules, regulations, easements and liens in favor of the Hidalgo County Irrigation District No. 1, pursuant to applicable sections of the Texas Water Code.

d. Rights or claims by Hidalgo County Irrigation District No. 1 to any portion of property lying within canal and/or drain ditch easements and/or rights of way located on the property.

e. Easements, building setbacks and reservations as shown according to the map or plat thereof recorded in Volume 46, Pages 92-94, Map Records, Hidalgo County, Texas.

f. Right of Way Easement as shown in instrument recorded in Volume 10, Page 13, Deed Records, Hidalgo County, Texas.

g. Management Certificate for Falcon's Crest Gardens HOA, Inc., dated April 18, 2007, filed May 2, 2007, recorded under Document No. 1752770 and dated March 3, 2015, filed March 13, 2015, recorded under Document No. 2594009, Official Records of Hidalgo County, Texas.

h. Subject to Covenants, Conditions, Stipulations, Easements and Assessments as contained in Restrictions dated October 29, 2004, recorded under Clerk's File No. 1399065, Official Records, Hidalgo County, Texas.

i. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of a interest in rear property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.

j. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated May 19, 1985, recorded in Volume 2174, Page 932; dated April 11, 1985, recorded in Volume 2175, Page 152; dated September 5, 1985, recorded in Volume 2238, Page 990 and dated September 5, 1985, recorded in Volume 2239, Page 7, all in Official Records, Hidalgo County, Texas.

k. Non drilling stipulation as contained in Deed dated June 26, 2003, recorded under Document No. 1219725, Official Records of Hidalgo County, Texas.

l. Interest in and to all coal, lignite, oil, gas, and other minerals, and all rights incident thereto, contained in instrument dated March 10, 1958, recorded in Volume 913, Page 60 and dated March 15, 1959, Volume 943, Page 82, Deed Records of Hidalgo County, Texas.

m. Coal, lignite, oil, gas or other mineral interest(s), together with rights incident thereto, contained in instrument dated June 26, 2003, executed by Union Pacific Railroad Company to Texas-RGV Land Development, recorded under Document No. 1219725, Official Records of Hidalgo County, Texas, which document contains the following language "Excepting from this conveyance and Reserving unto Grantor, its successors and assigns, all coal, oil, gas, and the minerals and mineral rights of whatever nature or description, kind or character, like or unlike, known or unknown, and whether occurring in solid, liquid, vaporous or other and different forms in, on or under the Property".

n. Coal, lignite, oil, gas or other mineral interest(s), together with rights incident thereto, contained in instrument dated November 5, 2003, executed by Texas-RGV Land Development, a Texas Joint Venture to Esmeralda Garza, Domingo F. Flores and Cris Cantu, recorded under Document No. 1263763, Official Records of Hidalgo County, Texas, which document contains the following language "in and to the oil, gas and other minerals in and under the following described property".

o. All leases, grants, exceptions or reservations of coal, ignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.

p. Zoning and building ordinances in favor of the City of Edinburg.

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

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

LEONEL GUAJARDO

YOLANDA GUAJARDO

Doc 2706240

## ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 20th day of April, 2016, by LEONEL GUAJARDO.

NELDA RODRIGUEZ
Notary ID #: 1183665-9
My Commission Expires
03/04/2020

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 20th day of April, 2016, by YOLANDA GUAJARDO.

NELDA RODRIGUEZ
Notary ID #: 1183665-9
My Commission Expires
03/04/2020

NOTARY PUBLIC, STATE OF TEXAS

PREPARED BY:
SLUSHER & ASSOCIATES, PLLC
4900 N. 10TH, STE, F-3
McALLEN, TEXAS 78504
GF# 162430123

AFTER RECORDING, RETURN TO:

JAVIER PRADO and ROSA PRADO
1705 WEST PORTALES DRIVE, APT. #3
EDINBURG, TEXAS 78541

# Chapter 232 Texas LGC Application

APPLICATION NO: 4-15680
Jun. 10, 2016

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

F1552-00-000-0038-00

[ 1] OWNER: PRADO, JAVIER & ROSA

1705 W. PORTALES DR APT. 3
EDINBURG, TX 78541
Telephone No. 388-0207

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

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

[ 5] SIZE OF STRUCTURE: 2,800 Sq. Ft.

[ 6] USE OF BUILDING: RES.

[ 7] LEGAL DESC./NAME OF SUBDIVISION
FALCON CREST GARDENS LOT#38

LOCATION: 0 ALAMO & RICHARDSON

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $8,500

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY WITH ALL COUNTY SETBACKS AND
REGULATION FRONT 25" REAR 40' BOTH SIDES 6'
18" ABOVE CENTER LINE

Prepared by — Date: 06/10/2016

Approved by — Date: 06/9/2016

Signature of Owner or Applicant — Date: 6-10-2016

FOR COUNTY USE ONLY
APPLICATION FEES

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

Light [X] Water [X]

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

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

## [ NOTICE ]

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

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

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


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

T.J. Arredondo, CFM
*Director of Planning*


Septic tank systems

**Precinct 1 2 3 4**

**Application No:** N/A

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

| | Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|---|
| | | N/A<br>Authorized Signature | N/A<br>Authorized Signature |
| | Inspection/Permit No: | | |
| | Date Approved: | / / | / / |

**Name:** Kyndel W. Bennett

**Address:** P.O. Box 305
La Blanca, Tx. 78558

**Phone:** 464-4431

**Water Supplier:** NAWSC

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

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

regarding the land described as: Dos Vientos Estates Lots 1-58,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 5/25/16);

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

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

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

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

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

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

# PLANNING DEPARTMENT

## County of Hidalgo


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956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


Rev. 06-03-15

Septic Tank Systems

**Precinct 1 2 3 (4)**

**Application No:** N/A

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

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

PARTY MAKING REQUEST:

**Name:** KYNDEL W. BENNETT, PRESIDENT

**Address:** P. O. BOX 365

LA BLANCA, TX. 78558

**Phone:** 464-4431

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): DOS VIENTOS ESTATES SUBD. LOTS 1-58

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 10/29/15

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

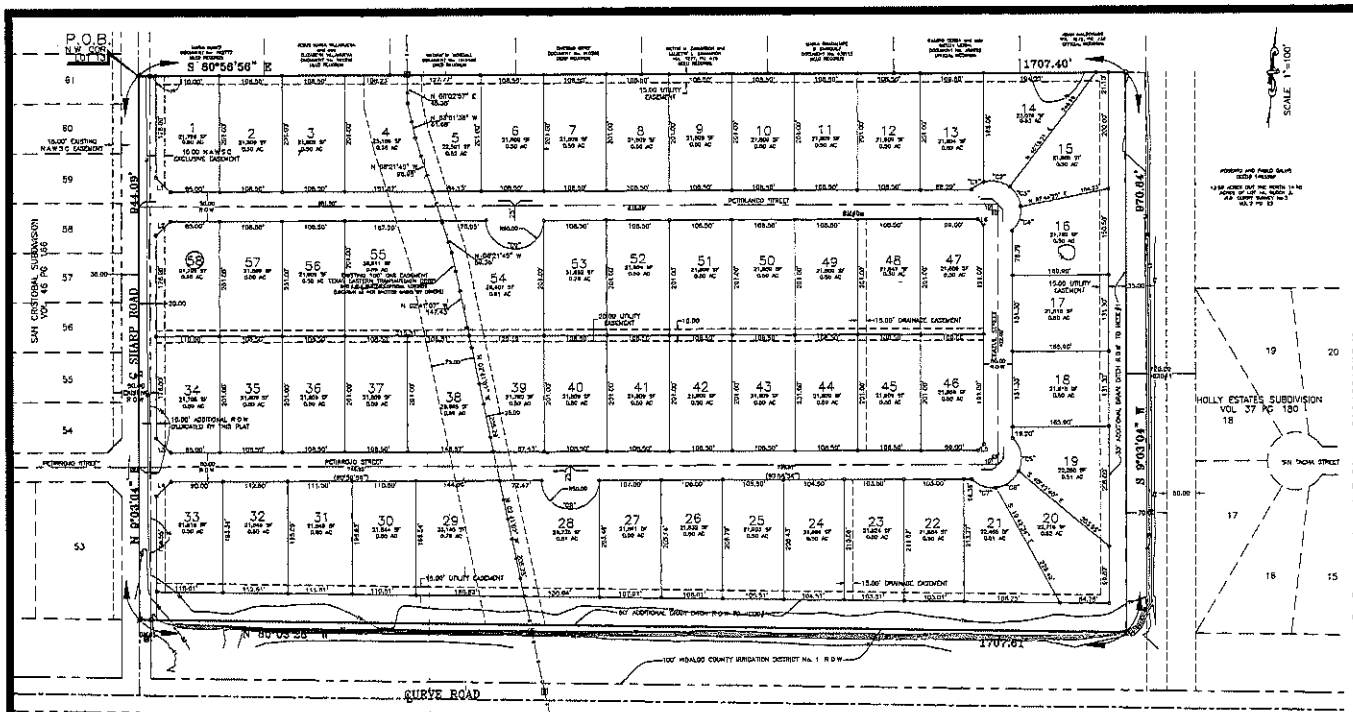
- [✓] Deed
- [ ] Executory Contract
- [ ] Lease
- [ ] Rent Receipt
- [✓] Affidavit
- [ ] Other (describe) Copy of subd. plat

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

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

10/30/15 — **Date**

Ilm Castillo — **County Official**


P.O.B.
N.W. COR. OF LOT 13
S 89°58'56" E
1707.40'
SCALE 1"=100'
SAN CRISTOBAL SUBDIVISION VOL 49 PG 166
S. SHARP ROAD
944.09'
970.84'
S 9°03'04" W
HOLLY ESTATES SUBDIVISION VOL 37 PG 180
SAN JACINTO STREET
POINSETTIA STREET
CURVE ROAD
N 89°58'56" W
1707.61'
100' HIDALGO COUNTY IRRIGATION DISTRICT No. 1 R.O.W.
15.00' UTILITY EASEMENT
15.00' DRAINAGE EASEMENT
20.00' UTILITY EASEMENT
10.00' ADDITIONAL R.O.W. DEDICATED BY THIS PLAT
NO ADDITIONAL RIGHT-OF-WAY IS REQUIRED
10.00' KANEB EXCLUSIVE EASEMENT
10.00' EXISTING KANEB EASEMENT
N 89°58'56" W 147.43'
N 89°21'49" W 150.00'
N 89°21'49" W 150.00'
N 89°21'49" W 147.43'
N 89°58'56" W 150.00'
N 89°58'56" W 150.00'
N 89°58'56" W 150.00

| | PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILITY | |
|---|---|---|
| | | |
| | APPLICANT | APPLICATION NO. |
| 1. | Ludivina Almaguer | 4-15672 |
| | | |
| | COMM. COURT: June 20, 2016 | |

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


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

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 (4)**

**Application No:** 4-15672

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

**Upon the application of:**

**Name:** Ludivina Almaguer
306 N. 87th

**Address:** ~~2810 Leslie St~~
Edinburg TX 78542

**Phone:** 956-533-6464

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | | |
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | Sewer NAWS |
| Date Approved: | / / | 6/9/16 |

**Water Supplier:** North Alamo Water

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

**Account/ESI No.:** 100327894740680009

[ ] Temporary Pole [✓] Permanent Service

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

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 8, San Carlos Original Townsite,

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

**and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on June, 2016, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)**

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

**-OR-**

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

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

**ATTEST:** **Hidalgo County Clerk** | **Date**

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15


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956-205-7045
956-205-7049

T.J. Arredondo, CFM
*Director of Planning*


**Precinct 1 2 3 4**

**Application No:** 4-15672

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

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

**THE STATE OF TEXAS §**
**COUNTY OF HIDALGO §**

**BEFORE ME, the undersigned authority, on this day personally appeared**

Ludivina Almaguer,

**Known to me [*or* proved to me in the oath of** 12934420 ***or* through** TX Drivers licence (*description of federal or state government ID card with photograph and signature*)], **who swore on oath that the following two statements are true:**

1. **"I am requesting utility service to the following described land:**

   All of Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 8 San Carlos Original Townsite

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

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

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

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

**-OR-**

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

Ludivina Almaguer **(Signature)**

**SUBSCRIBED AND SWORN TO before me on** June 09th, 2016, **to certify which, witnesses my hand and seal of office.**

**NOTARY PUBLIC IN AND FOR**
**THE STATE OF TEXAS**

**CRISTY ARCE**
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-23-19

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

# WARRANTY DEED

**Date:** August 6, 2014

**Grantor:** ARNOLD MALDONADO and PATRICIA MALDONADO, husband and wife

**Grantor's Mailing Address:** ARNOLD MALDONADO and PATRICIA MALDONADO
P.O. BOX 250
LA BLANCA, TX 78558

**Grantee:** LUDIVINA ALMAGUER

**Grantee's Mailing Address:** LUDIVINA ALMAGUER
504 S. MICHIGAN
WESLACO, TEXAS 78596

**Consideration:** FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):** All of Lots 1,2,3,4, 5, 6, 7, 8 and 9, Block 8, San Carlos Original Townsite, as recorded in Volume 5, Page 1, Map Records, Hidalgo County, Texas.

**Reservations from Conveyance:** None.

**Exceptions to Conveyance and Warranty:** None.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

**This instrument was prepared based on information furnished by the parties, and no independent title search has been made at the instruction of the parties.**

ARNOLD MALDONADO, Grantor

PATRICIA MALDONADO, Grantor

LUDIVINA ALMAGUER, Grantee

STATE OF TEXAS )

COUNTY OF HIDALGO )

This instrument was acknowledged before me on September 3rd, 2014, by ARNOLD MALDONADO, Grantor.

Notary Public, State of Texas

My commission expires: 7-30-~~2014~~ 2017 yr

LETICIA LOPEZ
MY COMMISSION EXPIRES
July 30, 2017

STATE OF TEXAS )

COUNTY OF HIDALGO )

This instrument was acknowledged before me on September 3rd, 2014, by PATRICIA MALDONADO, Grantor.

Notary Public, State of Texas

My commission expires: 7-30-2017

LETICIA LOPEZ
MY COMMISSION EXPIRES
July 30, 2017

STATE OF TEXAS )

COUNTY OF HIDALGO )

This instrument was acknowledged before me on September 3rd, 2014, by LUDIVINA ALMAGUER, Grantee.

LETICIA LOPEZ
MY COMMISSION EXPIRES
July 30, 2017

Notary Public, State of Texas
My commission expires:
7-30-2017

PREPARED IN THE OFFICE OF:

Law Office of Santos Maldonado, Jr.
209 E. University
Edinburg, Texas 78539
Tel: (956) 381-4600
Fax: (956) 381-4160

AFTER RECORDING RETURN TO:
LUDIVINA ALMAGUER
504 S. MICHIGAN
WESLACO, TEXAS 78596

# Chapter 232 Texas LGC Application

APPLICATION NO:
4-15672
Jun. 8, 2016

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

S0400-00-008-0001-05

[ 1] OWNER: ALMAGUER, LUDIVINA

2810 LESLIE
EDINBURG, TX 78541
Telephone No. 533-6464

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[ 5] SIZE OF STRUCTURE: 1,040 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
SAN CARLOS ORIGINAL TOWNSITE
LOTS 1-9 BLK#8

LOCATION: 0 VALVERDE & 107

[ 8] SEWAGE: INSTA

[ 9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $12,000

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

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:25' BACK:15' S.SIDE:15' N.SIDE:6'
MINIMUM ELEV. 18" ABOVE CENTER LINE OF STREET

Prepared by — Date: 6/8/16

Approved by: Esteban Uresti — Date: 6/8/16

Signature of Owner or Applicant: Ludivina Almaguer — Date: 6/08/16

FOR COUNTY USE ONLY
APPLICATION FEES

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

Light [X] Water [X]

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

Community No.:_____

Certification of Elevation
Required: ___ YES _V_ 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 ]

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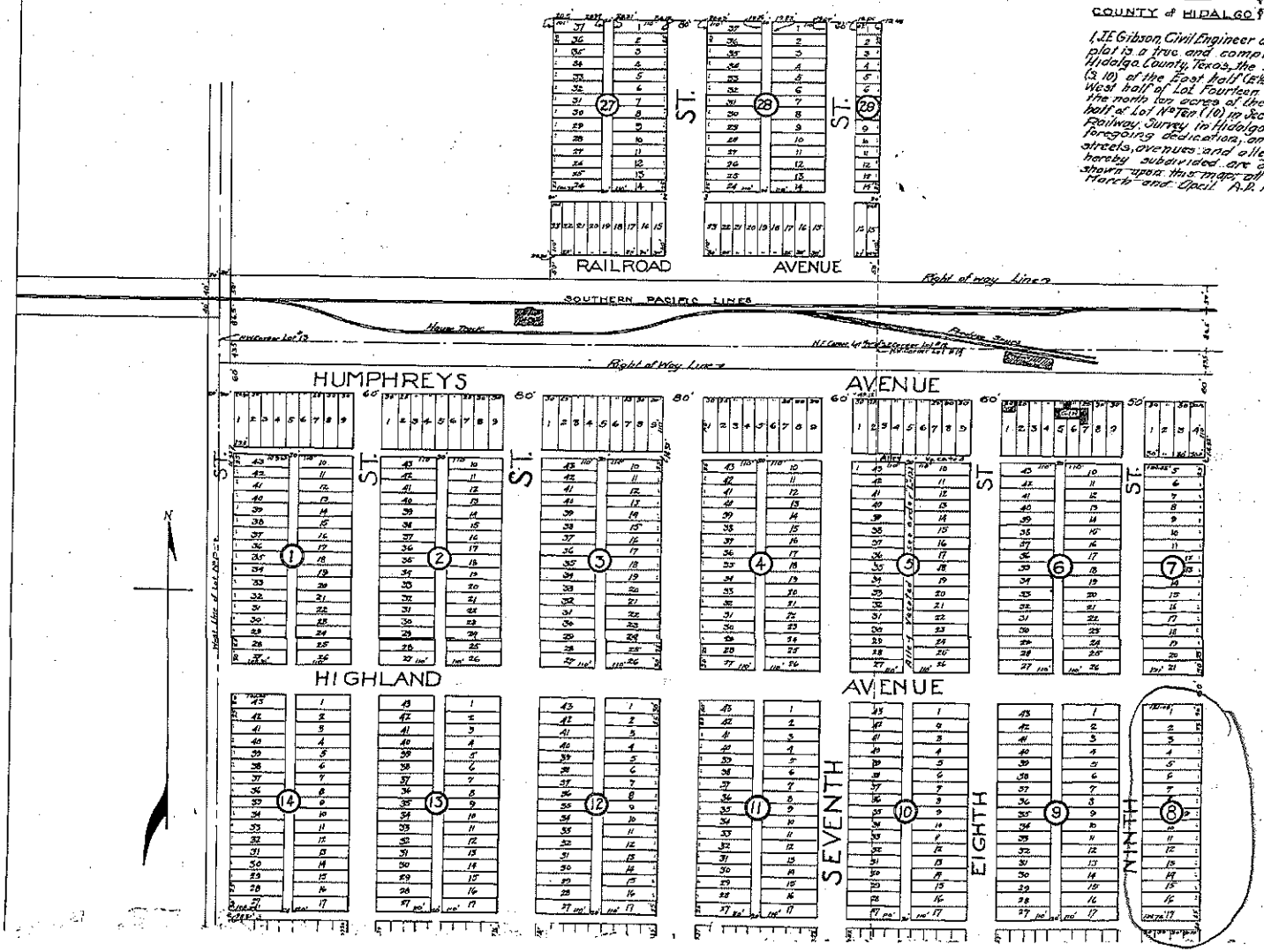
**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL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

5

# MAP
## OF
# SAN CARLOS
## HIDALGO COUNTY TEXAS

Scale . 1 in = 100 ft.

J.E. Gibson, Engineer and Surveyor




STATE of TEXAS §
COUNTY of HIDALGO §

I, J.E. Gibson, Civil Engineer and Surveyor do hereby certify that the accompanying plat is a true and complete map and plat of the town of San Carlos, Hidalgo County, Texas, the same being a subdivision of the South ten acres (S 10) of the East half (E½) of Lot Twelve (12), all of Lot Thirteen (13) and the West half of Lot Fourteen (14) in Section Two hundred and Fifty three (253) the north ten acres of the Marshall (W½) of Lot No Nine (9), and the North half of Lot No Ten (10) in Section Two Hundred and Sixty Six (266), Texas Mexican Railway, Survey in Hidalgo Co. Texas as more particularly described in the foregoing dedication, and this map correctly delineates all lots, blocks streets, avenues and alleys; also the original lines of the tracts of land hereby subdivided are denoted by the dotted lines and inscriptions shown upon this map of all of it surveyed by me during the months of March and April A.D. 1927.

J.E. Gibson
Engineer & Surveyor.

Sworn and subscribed to before me by J.E. Gibson Civil engineer and surveyor on this the 12th day of July A.D. 1927.

E. J. Ruppe
NOTARY PUBLIC within and for HIDALGO CO

Duly Recorded
This 10th day Of
January 1928
At 3:30 P.M.

FILED for record this day
JAN. 7 1928
1:45 P.M.
CAMERON
County Clerk, Hidalgo County, Texas
By

SEPARATE DEDICATION FILED IN RECORD BOOKS

AI-54947

CC CONSENT
Meeting Date: 06/20/2016
Submitted For: Rosie Cantu, DISTRICT ATTORNEY
Submitted By: Sylvia Solis, DISTRICT ATTORNEY
Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney's Office
Check Fraud Fees Monthly Report - May 2016

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No budgetary impact.

Attachments

Monthly Report

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/07/2016 02:46 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Sylvia Solis Started On: 06/07/2016 01:56 PM
Final Approval Date: 06/16/2016

# HIDALGO COUNTY TEXAS
# DISTRICT ATTORNEY MONTHLY COLLECTIONS REPORT
# FOR THE MONTH ENDED MAY, 2016

## MONIES RECEIVED

| | | | |
|---|---|---|---|
| **BEGINNING RECEIPT #** | **HC-2016-00580** | | **HC-2016-00707** |
| **TOTAL RECEIPTS FOR THIS MONTH:** | | **128** | |
| **TOTAL RECEIPTS VOIDED THIS MONTH:** | | **0** | |
| **Restitution Collected This Month** | *PC Ch. 32.41 (e)* | $72,588.37 | |
| **DTO - Court Costs & Fines Collected This Month** | *CCP Art. 102; PC Ch.112.21; PC Ch. 112.22; PC Ch. 112.23; LGC Ch. 113.004; etc.* | 7,850.00 | |
| **Processing Fees Collected This Month** | *CCP Art. 102.007 (c)* | 6,412.98 | |
| **DTO - Merchant Fees Collected This Month** | *CCP Art. 102.007 (e); BCC Ch. 3.506 (b)* | 3,605.00 | |
| **Overpayments/Refunds for This Month** | | 239.37 | |
| **Interest Earned on Bank Acct.** | *LGC Ch. 113.021 (c)* | 0.00 | |
| **Total Collections for This Month** | | $90,695.72 | |

## DISBURSEMENTS

| | | | |
|---|---|---|---|
| **BEGINNING CHECK #** | **7294** | **ENDING CHECK #** | **7419** |
| **TOTAL CHECKS FOR THIS MONTH:** | | **126** | |
| **TOTAL CHECKS VOIDED THIS MONTH:** | | **4** | |
| **Restitution Disbursed This Month** | | $76,218.10 | |
| **Court Costs & Fines Disbursed This Month** | | 7,710.01 | |
| **Processing Fees Disbursed- County Treasurer** | | 5,690.84 | |
| **Merchant Fees Disbursed This Month** | | 3,110.00 | |
| **Refunds of Overpayments to Defendants** | | 571.85 | |
| **Interest Paid to General Fund** | | 0.00 | |
| **Reissue Checks Disbursed This Month** | | 3,973.00 | |
| **Voided Checks This Month** | | 0.00 | |
| **Total Disbursements for This Month** | | $97,273.80 | |

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

Hidalgo County Criminal District Attorney — Date: 6/03/16

Prepared By — Date: 6-3-16

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

Monthly Fee Reports 6. B.

AI-54946

CC CONSENT
Meeting Date: 06/20/2016
Submitted For: Vanessa Gonzalez, DISTRICT CLERK
Submitted By: Vanessa Gonzalez, DISTRICT CLERK
Department: DISTRICT CLERK

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Information

CAPTION

District Clerk's Office
Fee Report for the Month of May 2016 - $521,314.51

BACKGROUND

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Fiscal Impact

Attachments

May 2016 Fee Monthly Report

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/07/2016 02:44 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Vanessa Gonzalez Started On: 06/07/2016 12:05 PM
Final Approval Date: 06/16/2016

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT



FOR THE MONTH OF MAY 2016

| | # OF CASES | | | | |
|---|---|---|---|---|---|
| DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2)) | | | | | |
| DIVORCE & FAMILY LAW CASES | # 280 | Cases To Report | = $ 12,350.12 | | |
| PARTIAL PAYMENT | | | | 1100-207-20-000-051-0-000 | $ 12,350.12 |
| OTHER THAN DIVORCE/FAMILY | # 566 | Cases To Report | = $ 27,867.36 | | |
| PARTIAL PAYMENT | | | | 1100-207-20-000-052-0-000 | $ 27,867.36 |
| INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2)) | | | | | |
| DIVORCE & FAMILY LAW CASES | # 324 | Actions To Report | = $ 1,624.49 | | |
| PARTIAL PAYMENT | | | | | |
| OTHER THAN DIVORCE/FAMILY | # 716 | Actions To Report | = $ 7,031.93 | | |
| PARTIAL PAYMENT | | | | 1100-207-20-000-050-0-000 | $ 8,656.42 |
| JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05 | # 7 | Cases To Report | = $ 238.00 | | |
| PARTIAL PAYMENT | | | | | |
| JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08 | # 835 | Cases To Report | = $ 34,539.33 | | |
| PARTIAL PAYMENT | | | | 1100-207-20-000-055-0-000 | $ 34,777.33 |
| FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00 | | | | 1100-341-10-090-011-0-000 | $ 3,210.00 |

$50<=10, $75(11-25), $100(26-100), $125(101-500), $150(501-1000) $200>1000

| | | | | |
|---|---|---|---|---|
| CLERK COST (GC 51.317(b)(1)&(b-1)) | $ 41,960.27 | | | |
| OTHER CLERK COST (GC51.317-319) | $ 42,523.37 | $ 84,483.64 | | |
| TIME PAYMENT (LGC 133.103) @$10.00 | | $ 1,478.82 | | |
| PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8)) | | $ 19,821.00 | | |
| OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055) | | $ 1,480.36 | | |
| REGISTRY ADMINISTRATION INTEREST (LGC 117.054) | | $ 3,248.79 | | |
| NSF CHECK FEE (LGC 118.141) | | $ 120.00 | | |
| STOP PAYMENT CHARGE (LGC 118.141 (b)(1)-(2)) | | $ - | | |
| TOTAL CLERK'S FEES | | | 1100-341-10-090-001-0-000 | $ 110,632.61 |
| INTEREST EARNED FOR THE MONTH OF MAY 2016 | | | 1100-361-11-000-005-0-000 | $ - |
| COURT FEES: DISTRICT ATTORNEY (CCP 102.008) | | | 1100-341-10-090-007-0-000 | $ 321.08 |
| DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005) | | | 1100-341-10-090-008-0-000 | $ - |
| PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00 | | | 1100-341-10-000-003-0-000 | $ - |
| TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @$ 2.50 | | | 1100-341-10-090-002-0-000 | $ 369.71 |
| TIME PAYMENT (LGC 133.103) @ $12.50 | | | 1100-207-20-000-005-0-000 | $ 1,848.53 |
| LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00 | | | 1100-341-10-090-003-0-000 | $ 2,462.00 |
| APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00 | | | 1100-207-20-000-001-0-000 | $ 3,451.26 |
| STATEWIDE E-FILING FEE (GC.51.851) 9/1/15 @ $30.00 | | | 1100-207-20-000-058-0-000 | $ 26,904.73 |
| MASTER COURT FEES (14.82gFC) @$7.00 | | | 1100-341-10-090-004-0-000 | $ - |
| JURY FEES (CCP 102.004) 1/1/16 @ $40.00 | | | 1100-341-10-090-006-0-000 | $ 11,202.09 |
| PASSPORT EXECUTION FEE @$25.00 | | | 1100-341-10-090-013-0-000 | $ 2,500.00 |
| PASSPORT PHOTO FEE @$15.00 | | | 1100-341-10-090-014-0-000 | $ 600.00 |
| RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ $5.00 | | | 1100-341-10-090-015-0-000 | $ 9,491.42 |
| DOMESTIC RELATIONS OFFICE FEE (FC 203.005) | | | 1100-341-10-090-016-0-000 | $ 3,519.84 |
| E-FILING TRANSACTION FEE (GC 72.031) 1/1/14 @ $2.00 | | | 1100-341-10-090-018-0-000 | $ 13,982.00 |
| TAX A/C SCOFFLAW FEE (TC 502.010 (f)) @ $20.00 | | | 1100-341-10-140-050-0-000 | $ 1,940.53 |
| SHERIFF FEES (CCP 102.011) | $ 20,692.47 | | | |
| SHERIFF FEES (HCSO) | $ 2,947.86 | | 1100-342-10-090-001-0-000 | $ 23,640.33 |
| CONSTABLE FEES(CCP 102.011) PCT. 1 | | | 1100-342-10-291-000-0-000 | $ 0.40 |
| PCT. 2 | | | 1100-342-10-292-000-0-000 | $ 3,044.98 |
| PCT. 3 | | | 1100-342-10-293-000-0-000 | $ 1,996.13 |
| PCT. 4 | | | 1100-342-10-294-000-0-000 | $ 3,424.55 |
| PCT. 5 | | | 1100-342-10-295-000-0-000 | $ - |
| PUBLIC DEFENSE ATTY'S FEES (CCP 26.05) | | | 1100-351-20-090-001-0-000 | $ 13,856.28 |
| FINES (LGC 113.004) | | | 1200-351-10-090-000-0-000 | $ 66,423.86 |
| BOND FORFEITURES (CCP 22.16) | | | 1200-352-10-090-001-0-000 | $ - |
| PRE-TRIAL DIVERSION PROGRAM FEES (CCP 102.0121 (a)) | | | 1225-341-10-080-000-0-000 | $ 7,500.00 |
| COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP) | | | 1241-341-10-090-001-0-000 | $ 4,872.70 |
| # _____ CIVIL FILINGS X $5.00 = | $ 4,069.67 | | | |
| # _____ FELON. CONV.X $5.00 = | $ 803.03 | | | |
| # _____ MISD.CONV. X $3.00 = | $ - | | | |
| COUNTY RECORDS PRESERVATION (GC 51.708) | | | 1238-341-10-090-001-0-000 | $ 8,188.22 |
| COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005) | | | 1238-341-20-090-001-0-000 | $ 8,617.17 |
| # _____ CIVIL FILINGS X $5.00 = | $ 5,223.93 | | | |
| # _____ CRIM CONV. X $22.50 = | $ 3,393.24 | | | |
| DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4)) | | | 1235-341-10-090-000-0-000 | $ 5,916.35 |
| # _____ CIVIL FILINGS X $5.00 = | $ 5,207.95 | | | |
| # - CRIM FILINGS X $2.50 = | $ 708.40 | | | |
| COURT REPORTER SERVICE FEE (GC 51.601) @$15.00 | | | 1239-341-10-090-001-0-000 | $ 10,189.19 |
| JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00 | | | 1240-341-10-090-001-0-000 | $ - |
| LAW LIBRARY FEES (LGC 323.023) @$30.00 | | | 1247-341-10-090-001-0-000 | $ 23,511.68 |
| OTHER COURT FEES: | | | | |
| CRIMINAL CLERK FEE (CCP ART. 102.005) | $ 6,698.43 | | | |
| LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11) | $ 35.00 | | | |
| CRIME STOPPERS - ADULT PROBATION DEPT. | $ - | | | |
| MOTHERS AGAINST DRUNK DRIVING | $ - | | | |
| WOMEN TOGETHER EMERGENCY SHELTER | $ - | | | |
| ESTRELLA'S HOUSE | $ - | | | |
| ATTORNEY AD-LITEM | $ - | | | |
| SUBTOTAL | | $ 6,733.43 | | |
| LESS: LAW ENFORCEMENT LAB COSTS | | $ (35.00) | | |
| LESS: CRIME STOPPERS | | $ - | | |
| LESS: MOTHERS AGAINST DRUNK DRIVING | | $ - | | |
| LESS: WOMEN TOGETHER EMERGENCY SHELTER | | $ - | | |
| LESS: ESTRELLA'S HOUSE | | $ - | | |
| LESS: ATTORNEY AD-LITEM | | $ - | | |
| TOTAL OTHER COURT FEES | | | 1100-341-10-090-005-0-000 | $ 6,698.43 |

6/7/16

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 2 OF 3

FOR THE MONTH OF MAY 2016

| | | | |
|---|---|---|---|
| CONSOLIDATED COURT COST(LGC133.102) | 1/1/04 FEL@$133.00 A&B MISD@$83.00 MISD@$40.00 A&B MISD@40.00 MISD@$17.00 | 1100-207-20-000-015-0-000 | $ 21,007.82 |
| CRIMINAL JUSTICE FEES (CCP 102.51) | PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00 | 1100-207-20-000-003-0-000 | $ 46.58 |
| 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 | $ 33.22 |
| LAW ENFORCE EDUC. FUND(GC 415.082) | $3.50 | 1100-207-20-000-011-0-000 | $ 4.15 |
| CRIME STOPPERS (CCP 102.013) @ $2.00 | 9/1/89-8/31/97 @$2.00 | 1100-207-20-000-014-0-000 | $ 4.66 |
| 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 | $ 2.68 |
| FUGITIVE APPREHENSION FUND (CCP 102.19) | 9/1/97-12/31/03 @$5.00 | 1100-207-20-000-009-0-000 | $ 29.71 |
| CRIME VIC. COMP. FUND (CCP 56.55). | FEL @$45.00 MISD @$35.00 | 1100-207-20-000-017-0-000 | $ 322.24 |
| 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 | $ 12.70 |
| CORRECTIONAL MGMT INST OF TX (CCP 102.075(n)) | 9/1/01-12/31/03 @ $0.50 | 1100-207-20-000-029-0-000 | $ 2.41 |
| STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104) | | | |
| DPS: @ $5.00 Arrest | | 1100-207-20-000-019-0-000 | $ 185.53 |
| TABC: @ $5.00 Arrest | | 1100-207-20-000-020-0-000 | $ - |
| P& W: @ $5.00 Arrest | | 1100-207-20-000-021-0-000 | $ 35.00 |
| 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 | $ 1,102.71 |
| 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 | $ 619.75 |
| JUDICIAL SUPPORT FEE - STATE -(LGC 133.105) @$3.40 | | 1100-207-20-000-054-0-000 | $ 818.67 |
| JUDICIAL SUPPORT FEE - COUNTY -(LGC 133.105) @$0.60 | | 1100-341-10-090-009-0-000 | $ 93.13 |
| 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)) # 1 cases | AFTER 9/1/03 @$28.00 | 1100-207-20-000-037-0-000 | $ 28.00 |
| 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 | $ 3,711.70 |
| EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49) | AFTER 1/1/04 @$100.00 | 1100-207-20-000-038-0-000 | $ 1,656.75 |
| INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107) | AFTER 1/1/08 @$ 2.00 | 1100-207-20-000-059-0-000 | $ 296.18 |
| DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020) | AFTER 1/1/10 @ $34.00 | 1100-207-20-000-063-0-000 | $ 2,948.83 |
| DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020) | AFTER 1/1/10 @$50.00 | 1100-207-20-000-064-0-000 | $ - |
| COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169) | AFTER 1/1/10@ $4.00 | 1255-341-10-090-000-0-000 | $ 561.42 |
| COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186) | AFTER 1/1/06@$100.00 | 1234-341-10-090-000-0-000 | $ 388.38 |
| MENTAL HEALTH EXPERTS COMPENSATION | | 1100-360-00-000-000-0-000 | $ 40.00 |
| 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 | $ 1,378.11 |
| FAILURE TO APPEAR - DISTRICT CLERK (TRANS. CODE 706.006-.007) | AFTER 7/5/11 @$4.00 | 1100-341-10-090-017-0-000 | $ 275.58 |
| FAILURE TO APPEAR - OMNI BASE (TRANS. CODE 706.006-.007) | AFTER 7/5/11 @$6.00 | 1100-202-00-000-019-0-000 | $ 413.38 |
| E-FILING COST ON CONVICTION FEE (GC 102.0415) 9/1/13 @ $5.00 | | 1100-207-20-000-071-0-000 | $ 635.67 |
| TEXAS HOME VISITING PROGRAM CONTRIBUTIONS @$5.00 | | 1100-207-20-000-074-0-000 | $ 5.00 |
| COURT FACILITIES FEE - DISTRICT CLERK (GC 51.711) 1/1/16 @ $20.00 | | 1100-341-10-090-019-0-000 | $ 14,082.68 |
| DELINQUENT ATTORNEY FEE 1/1/2016 | | 1100-202-00-000-004-0-000 | $ 6,604.57 |
| 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 | $ 521,314.51 |
| TOTAL CASH RECEIVED | | | $ 542,744.41 |
| LESS: AMOUNT PAID TO COUNTY TREASURER | $ 521,314.51 | | |
| AMOUNT DUE TO COUNTY TREASURER | $ - | | |
| AMOUNT OVERPAID TO COUNTY TREASURER | $ - | | |
| OTHER DISBURSEMENTS | $ 15,085.90 | | |
| TOTAL DISBURSEMENTS | | | $ 536,400.41 |
| NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT | | | $ 6,344.00 |

PROOF:

| | |
|---|---|
| AMOUNT RECEIVED: | $ 10,750.00 |
| AMOUNT LIQ.: | $ (4,441.00) |
| CRIME STOPPERS (ADULT PROBATION): | $ - |
| LAW ENFORCEMENT LAB COSTS (DPS): | $ 35.00 |
| MOTHERS AGAINST DRUNK DRIVING | $ - |
| WOMEN TOGETHER EMERGENCY SHELTER | $ - |
| ESTRELLA'S HOUSE | $ - |
| ATTORNEY AD-LITEM | $ - |
| ADULT PROBATION: | $ - |
| SHORTAGE/OVERAGE | $ - |
| NET AMOUNT | $ 6,344.00 |

6/7/16

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 3 OF 3

FOR THE MONTH OF MAY 2016

REMITTANCES TO COUNTY TREASURER:

| | DATE | CHECK NUMBER | DATES OF REPORTS | AMOUNT | TREASURER REC # |
|---|---|---|---|---|---|
| CIVIL1) | 05/13/16 | 46500 | 05/02/16 - 05/06/16 | $ 96,604.17 | ~~0~~ 198348 |
| CIVIL2) | 05/24/16 | 46515 | 05/09/16 - 05/13/16 | $ 92,102.26 | 198672 |
| CIVIL3) | 06/03/16 | 46564 | 05/16/16 - 05/20/16 | $ 88,770.69 | ~~0~~ 199102 |
| CIVIL4) | 06/03/16 | 46563 | 05/23/16 - 05/27/16 | $ 69,781.50 | ~~0~~ 199105 |
| CIVIL5) | 06/03/16 | 46565 | 05/30/16 - 05/31/16 | $ 18,576.00 | ~~0~~ 199112 |
| CIVIL6) | | 0 | 00/00/00 - 00/00/00 | $ - | 0 |
| CIVIL7) | | 0 | 00/00/00 - 00/00/00 | $ - | 0 |
| CIVIL8) | | 0 | 00/00/00 - 00/00/00 | $ - | 0 |
| CIVIL9) | | 0 | 00/00/00 - 00/00/00 | $ - | 0 |
| CRM1) | 05/12/16 | 46492 | 05/02/16 - 05/04/16 | $ 26,800.59 | ~~0~~ 198346 |
| CRM2) | 05/17/16 | 46507 | 05/05/16 - 05/06/16 | $ 14,639.40 | ~~0~~ 198350 |
| CRM3) | 05/18/16 | 46509 | 05/09/16 - 05/11/16 | $ 25,073.60 | 198470 |
| CRM4) | 05/18/16 | 46510 | 05/12/16 - 05/13/16 | $ 9,008.00 | 198472 |
| CRM5) | 05/20/16 | 46513 | 05/16/16 - 05/18/16 | $ 22,526.17 | 198671 |
| CRM6) | 05/24/16 | 46516 | 05/19/16 - 05/20/16 | $ 11,595.70 | ~~0~~ 199099 |
| CRM7) | 06/03/16 | 46561 | 05/23/16 - 05/25/16 | $ 24,808.63 | ~~0~~ 199109 |
| CRM8) | 06/03/16 | 46560 | 05/26/16 - 05/27/16 | $ 8,565.70 | ~~0~~ 199110 |
| CRM9) | 06/03/16 | 46562 | 05/30/16 - 05/31/16 | $ 12,462.10 | ~~0~~ 199111 |
| CRM10) | | 0 | 00/00/00 - 00/00/00 | $ - | 0 |

TOTAL AMOUNT OF REMITTANCES $ 521,314.51

PREPARED BY: V. Ramirez 6/7/16
BOOKKEEPER / DATE

REVIEWED BY: Norma D. Martinez 6/7/16
ACCOUNTANT / DATE

INTERNAL AUDITOR / DATE

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

Rene Pulecio 6/7/16
DISTRICT CLERK OR DESGINEE SIGNATURE / DATE

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

Executive Office 7. A.

AI-55061

CC CONSENT
Meeting Date: 06/20/2016
Submitted By: Rebecca Gomez, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Right of Way Permits:
Melden & Hunt: (Huisache Acres #13)- A proposed 8" PVC water line crossing Wisconsin Road approximately 57.5 feet East of Dillon Road. The contractor shall bore Wisconsin Road and install a 16" PVC casing for the 8" water line.

BACKGROUND

Fiscal Impact

Attachments

Melden & Hunt- Huisache Acres #13

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/15/2016 10:13 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Rebecca Gomez Started On: 06/14/2016 03:09 PM
Final Approval Date: 06/16/2016

REVISED JANUARY 2016

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 20th day of June, 2016 does by these presents **GRANT, GIVE AND RELINQUISH TO**:

Melden & Hunt, Inc.

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 8-inch water line; said line to be constructed of C-900 SDR18 PVC material along 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**:

(Huisache Acres #13)

- A proposed 8" PVC water line crossing Wisconsin Road approximately 57.5 feet East of Dillon Road. The contractor shall bore Wisconsin Road and install a 16" PVC casing for the 8" water line.

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

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

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

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

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

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all

AI-55100

Membership Dues 8. A.

CC CONSENT
Meeting Date: 06/20/2016
Submitted By: Myra Montoya, SHERIFF DEPT.
Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Department:
Requesting approval of requisition #300632 for 2016 membership dues to the Texas Narcotic Officers Association for Isauro Torres and Jose D. Solis in the amount of $40.00 each with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

BACKGROUND

The Texas Narcotic Officers Association (TNOA) has no political affiliation. Training and continuing narcotic enforcement education is the primary purpose of TNOA. TNOA's meetings are held for the purpose of exchanging information, discussing problems inherent to narcotic enforcement by sharing new techniques being utilized by both officers and suspects, and discussions about existing laws as they pertain to narcotic enforcement laws in the state of Texas

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-421-00-280-001-0-810
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Funds available through requisition # 300632.

Attachments

Texas Narcotic Officers Association

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 06/16/2016 11:57 AM |
| Budget & Management | Veronica Ortiz | 06/16/2016 01:02 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Myra Montoya Started On: 06/15/2016 04:41 PM
Final Approval Date: 06/16/2016

# TEXAS NARCOTIC OFFICERS ASSOCIATION
# INVOICE

05/17/2016 PO Number _____

TO: Hidalgo County Sheriff's Office
Attn: Rosie Hinojosa
P O Box 1228
Edinburg, Texas 78540

| # | Description | Unit Price | Amount Due |
|---|---|---|---|
| 2 | 2016 TNOA Conference Fees | $280.00 | $560.00 |
| 2 | 2016 TNOA Membership Fees | $ 40.00 | $ 80.00 |

**OFFICER JOSE D. SOLIS**
**OFFICER ISAURO TORRES**

**TOTAL AMOUNT DUE:** **$640.00**

Texas Narcotic Officers Association Tax ID # 74 1671368

Please make check payable to: Texas Narcotic Officers Association
1790 N. Lee Trevino Ste #505
El Paso, Texas 79936

**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, ISAURO TORRES, do hereby state that membership in the TX NARCOTIC OFFICERS 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 TX NARCOTIC OFFICERS ASSOC. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 06/02/2016

TITLE: DEPUTY SHERIFF

Before me MYRA M. MONTOYA, a Notary Public, appeared ISAURO TORRES, 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)

MYRA M MONTOYA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 7/27/17

_____
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, JOSE D. SOLIS, do hereby state that membership in the TX NARCOTIC OFFICERS 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 TX NARCOTIC OFFICERS ASSOC. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 06/02/2016
TITLE: DEPUTY SHERIFF

Before me MYRA M. MONTOYA, a Notary Public, appeared JOSE D. SOLIS, 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)

NOTARY PUBLIC STATE OF TEXAS
MYRA M MONTOYA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 7/27/17

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

AI-55117

Membership Dues 8. B.

CC CONSENT
Meeting Date: 06/20/2016
Submitted By: Myra Montoya, SHERIFF DEPT.
Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Department:
Requesting approval of requisition #300633 for payment of 2016 membership dues to the National Internal Affairs Investigators Association for Hidalgo County Sheriff's Office in the amount of $50.00, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

The purpose of the National Internal Affairs Investigators Association is to develop and establish professional standards of performance and integrity for Internal Affairs investigators; to provide training to bring about professional growth and development; to present a forum for discussion of common problems and current court decisions; to gather and disseminate information regarding improved administrative and technical practices; to assist law enforcement agencies in the founding and continued development of Internal Affairs Investigative units; and to foster law enforcement cooperation and the exchange of information and experience among Internal Affairs investigators.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-421-00-280-001-0-810
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Funds available through requisition #300633.

Attachments

National Internal Affairs Investigators Association

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 06/16/2016 11:57 AM |
| Budget & Management | Veronica Ortiz | 06/16/2016 01:02 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |
| Form Started By: Myra Montoya | | Started On: 06/16/2016 11:03 AM |

Final Approval Date: 06/16/2016

National Internal Affairs Investigators Association, Inc.

# Invoice 2016 NIAIA Dues

Annual Membership runs from January 1st – December 31st

**NIAIA, Inc.**
P.O. Box 2763
Glenwood Springs, CO
81602

**www.NIAIA.us**

**President**
*Karen Riggsbee*

**1st Vice President**
*Darrell Harris*

**2nd Vice President**
*Richard Silberman*

**Recording Secretary**
*Vacant*

**Treasurer**
*Tamra Alstatt*

**Regional Executive Committee Chair**
*Michael Pavone*

**Website/Social Media Administrator**
*Chelle Ray*

Invoice Date: April 22, 2016

Hidalgo County Sheriff's Office
Professional Standards/Internal Affairs
711 El Cibolo Road
Edinburg, TX 78541

| Item | Description | Amount Due |
|---|---|---|
| 1 | 2016 Annual Membership Fee- Department | $50.00 |
| 1 | 2016 Annual Membership Fee- Retired Member | $25.00 |

- ✓ New Memberships, Renewals and/or Conference Registration payments can now be made online using a credit card by going to www.NIAIA.us
- ✓ For check payments, Invoices can be obtained online at www.NIAIA.us for your convenience
- ✓ Invoices will no longer be mailed out on a yearly basis; however they are available for you to print from the website
- ✓ New address to send payment to:

**N.I.A.I.A**
**National Internal Affairs Investigators Association, Inc**
**P.O. Box 2763**
**Glenwood Springs, CO 81602**

N.I.A.I.A., Inc Federal Employer Identification #27-0560835

If you have any questions regarding this invoice, contact: Detective Tamra Alstatt, Treasurer at 970-945-0453 ext.4641 or email talstatt@garcosheriff.com

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

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, DAVID FRIEDLEIN, do hereby state that membership in the _____ N.I.A.I.A, 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 N.I.A.I.A is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 06/02/2016
TITLE: SERGEANT

Before me MYRA M. MONTOYA, a Notary Public, appeared DAVID FRIEDLEIN, 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) MYRA M MONTOYA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 7/27/17

Myra M. Montoya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

Membership Dues 8. C.

AI-55073

CC CONSENT
Meeting Date: 06/20/2016
Submitted For: Jaime Gonzalez, PUBLIC DEFENDERS
Submitted By: Patti Loya, PUBLIC DEFENDERS
Department: PUBLIC DEFENDERS

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Information

CAPTION

Public Defender's (1100):
Requesting approval to pay annual membership dues to the Texas Criminal Defense Lawyers Association - Requisition #300561, in the total amount of $60.00 for Dora Alicia Garza, Public Defender II, with the authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-412-30-085-003-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Funds available as of 06/16/2016.

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Attachments

TCDLA Rev.

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/15/2016 01:44 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Patti Loya Started On: 06/15/2016 01:26 PM
Final Approval Date: 06/16/2016

A.F. 55073
Reg. 300561

# Texas Criminal Defense Lawyers Association

## Membership Application

**(Effective 3/7/2015)**

## Contact Information

*Your membership is effective upon approval of application and receipt of annual membership dues. Please allow two to four weeks for confirmation and certificate receipt.*

☐ Mr. ☐ Ms. ☑ Mrs.

Dora Alicia Garza — Name (first, middle, last)
07/16/1978 — Date of Birth*
Hispanic — Ethnicity*
100 N. Closner 5th Floor — Address
Edinburg, TX 78539 — City, State, Zip
Hidalgo — County
(956) 292-7040 — Phone
(956) 292-7042 — Fax
County of Hidalgo-Public Defenders — Company
dora.garza@co.hidalgo.tx.us — Email
Website
24094674 4/30/2015 — Bar Card Number/Date
Affiliate Association

** These questions are optional and for internal statistics only. The information provided will not be distributed at any time.*

***Nominating Endorsement*** *(must be completed for new members)*
*As a current member of TCDLA, I believe this applicant to be a person of professional competency, integrity and good moral character.*

JOSE E GONZALEZ — Printed Name of Endorser
Signature of Endorser

***Communication Preferences*** *(legislative, SDRs, seminars, events, and other announcements related to criminal defense)*

☐ Exclude me from fax communication ☐ Exclude me from email communication

## Membership Category

*Please check appropriate category. Prices are for one year.*

☑ First-time member REG • $100 for each of the first two years
☐ Voluntary sustaining member (required for TCDLA officers and directors) VS • $330
☐ TCDLA past president member PPRES • $100
☐ Law student member STU • $20
☐ Affiliate member AFF • $80
☐ Regular member (renewal) REG • $180
☐ Sustaining member (required for TCDLA associate directors) SUS • $230
☐ Distinguished member (70+) DIS • $80
☑ Public defender member (must be a PD employee) PD • $60
☑ Texas or ☐ Federal
☐ Paralegal PARAL ☐ Investigator INV ☐ Expert EXP ☐ Other (law professors and other persons approved by the board of directors)

☐ *I would like to donate to the TCDLEI scholarship fund, 501(c)(3) organization, in the amount of $*_____

**Tax Notice:** Dues to TCDLA are not deductible as a charitable contribution. As an ordinary business expense the non-deductible portion of membership dues is 25% in accordance with IRC sec. 6033.

## Lawyer Locator

☐ *Yes! Include me in the online Lawyer Locator.* You may list up to three areas of specialty in criminal defense law for public access (example: DWI, sexual assault, appeals).*

_____ _____ _____

***Disclaimer:** Provider makes no promises, guarantees, or warranties regarding the attorneys listed on its Lawyer Locator. Said attorneys are TCDLA members who have requested inclusion on provider's website to provide the public with choices for possible legal services. Provider expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose, and non-infringement. Moreover, content contained on or made available through this website is not intended to and does not constitute legal advice, and no attorney-client relationship is formed. The accuracy, completeness, adequacy, or currency of the content is not warranted or guaranteed. Your use of information on the website or materials linked from the website is at your own risk.

## Payment Method

☐ **Automatic Renewal**—save $20 annually in select categories (regular, sustaining & voluntary sustaining members). As the account holder at the financial institution I have designated for Automatic Draft, I authorize TCDLA to automatically draft the account I have designated and I authorize my financial institution to debit my payments automatically from the Draft Account on the date that the payment is due. I further understand and agree as follows: This authorization will remain in effect until TCDLA receives a written notification of cancellation at least 10 business days in advance of the next payment due date.

☐ Check payable to TCDLA ☐ Credit card (Visa, Mastercard, Amex, or Discover)

Credit Card Number — Expiration Date

Name on Card — Signature

## Join

Renew online at **www.tcdla.com** or mail completed form with payment to **TCDLA Membership • 6808 Hill Meadow Drive • Austin, Texas 78736**

TCDLA office use only
Amount: _____ Check/cc: _____ Entered by: _____ Date: _____

**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, Dora Alicia Garza , do hereby state that membership in the Texas Criminal Defense Lawyers 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 Texas Criminal Defense Lawyers Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 6/14/2016
TITLE: Public Defender II

Before me Patricia G. Loya, a Notary Public, appeared Dora Alicia Garza 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)

PATRICIA G LOYA
Notary Public, State of Texas
Comm. Expires 03-26-2020
Notary ID 8547281

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

PATRICIA G LOYA
Notary Public, State of Texas
Comm. Expires 03-26-2020
Notary ID 8584281

AI-54971

Membership Dues 8. D.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Sandra Solis, COUNTY CLERK Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

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Information

CAPTION

County Clerks Office (1100):
Requesting approval to pay the 2016-2017 County & District Clerks' Association of Texas (CDCAT) membership dues for Arturo Guajardo, Jr., Hidalgo County Clerk, in the amount of $125.00, with authority for the County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-415-40-180-001-0-xxx

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

BUDGETARY IMPACT:

Funds available through requisition #300169.

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Attachments

About CDCAT

Invoice

A. Guajardo - Affidavit

Requisition

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/09/2016 08:30 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Sandra Solis Started On: 06/08/2016 03:06 PM

Final Approval Date: 06/16/2016

# Welcome

***"The Purpose of the Association shall be to promote professional standards, to provide a means for the education of its members regarding the statutory and constitutional duties of the offices of the County Clerk and the District Clerk, and to participate in the legislative, judicial and executive processes of state government beneficial in the performance of the members' duties."***

**Message from Heather H. Hawthorne**
**CDCAT President 2015-2016**



"Welcome to the County and District Clerks' Association of Texas official Website. I am truly honored..." *(Read More)*

# COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

CDCAT Treasurer
Jennifer Lindenzweig
Hunt County, County Clerk
P. O. Box 1316
Greenville, Texas 75403
(903) 408-4130

## Association Dues for July 2016 - June 2017 INVOICE

**MAKE CHECK PAYABLE TO: CDCAT (mail to address above)**

Date: JULY 1, 2016

**Credit Card Payments Accepted through Certified Payments at www.certifiedpayments.net**
**Bureau Code: 1761134**

****Payable Upon receipt of this Statement****

*CDCAT Bylaws-Article XV Section 15.01 Dues are payable within forty-five (45) days of receipt of the Dues statement.*

****PLEASE CIRCLE ONE****

| | |
|---|---|
| Association Dues | $125.00 |
| Affiliate Members<br>*(Vendors, Employees, Retired Clerks, Election/Court Administrators)* | $ 50.00 |

IMPORTANT NOTICE

To insure proper credit of your dues and processing of list serve application, please complete the information below and **return a copy of this application** with your dues payment to the above address.

Please check one: **Newly Elected/Appointed** _____ **Renewal** ___✓___

** PLEASE CIRCLE ONE **

**County** **District** **County and District Combo**

**Deputy County Clerk** **Deputy District Clerk** **Other (specify)** County Clerk

Name: Arturo Guajardo, Jr. E-Mail: sandra.solis@co.hidalgo.tx.us

Company Name: Hidalgo County Clerks

Address: 100 N. Closner

City/zip code Edinburg, 78537 Phone: 956-318-2149 Fax: 956-292-7038

NOTE: If you wish to have access to the CDCAT's list serve, you will need to fill out the List Serve Application found on the CDCAT Website, www.cdcatexas.com and provide the application to the Treasurer.

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

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Arturo Guajardo, Jr., do hereby state that membership in the (CDCAT) County & District Clerks' Association Of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

**FOR STATEWIDE ASSOCIATIONS ONLY**

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

SIGNATURE: _____ DATE: June 7, 2016
TITLE: County Clerk

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

(S E A L)

_____
DEPUTY CLERK IN AND FOR
THE STATE OF TEXAS

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

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

# Requisition

**Req # 00300169**

**PO #**

**Date: 06/08/16**

**Bill To:** x
x

**Vendor :** 230995
COUNTY & DISTRICT CLERKS' ASSOC OF TI
112 WEST BEAUREGARD
SAN ANGELO TX 76903

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

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

**Contract No:**

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | *** PLEASE MAKE CHECKS PAYABLE TO:***<br>CDCAT<br>C/O JENNIFER LINDENZWEIG, TREASURER<br>P.O. BOX 1316<br>GREENVILLE, TEXAS 75403<br>(903) 408-4130 | | |
| | | DO NOT DUPLICATE ORDER | | |
| 1.00 | YEAR | MEMBERSHIP DUES RENEWAL FROM JULY 2016-JUNE 2017 FOR THE COUNTY & DISTRICT CLERK'S ASSOCIATION OF TEXAS FOR MR. ARTURO GUAJARDO, JR., HIDALGO COUNTY CLERK | 125.00 | 125.00 |
| | | Account No | Encumbrance | |
| | | 6-1100-415-40-180-001-0-810 | 125.00 | |
| | | | Freight | .00 |
| | | | Total | 125.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

AI-54969

Membership Dues 8. E.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Sandra Solis, COUNTY CLERK Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

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Information

CAPTION

County Clerk (1100):
Requesting approval to pay the 2016-2017 (PRIA) Property Records Industry Association membership dues in the amount of $395.00 for Arturo Guajardo, Jr., Hidalgo County Clerk, and $50.00 for Associate membership dues for Annette Muñiz, Chief Deputy, in the combined amount of $445.00, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-415-40-180-001-0-xxx

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

BUDGETARY IMPACT:

Funds available through requisition # 300166.

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Attachments

PRIA History

Invoice

A. Guajardo - Affidavit

A. Muñiz - Affidavit

Requisition

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/08/2016 03:11 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Sandra Solis Started On: 06/08/2016 02:51 PM

Final Approval Date: 06/16/2016

PRIA
Property Records Industry Association
PARTNERSHIP • KNOWLEDGE • RESULTS





# *History*

About PRIA

The Property Records Industry Association (PRIA) is an idea: the idea that, within the property records industry, government and business can work together, with mutual respect, to address issues of common concern in the world of property transactions.

PRIA was created based on the concept of "round table" discussions, where participants from all industry segments come together as equals to openly discuss issues relevant to the property records industry and develop best practices and standards for the industry.

For nearly three centuries, no forum existed to foster understanding and cooperation between the government and business sectors of the property records industry, at either the local or national levels. An urgent need for a means to coordinate complex challenges emerged. Business was frustrated by an inability to get documents recorded quickly and efficiently. Government was frustrated by its inability to improve efficiency and customer service through use of new technologies because of a lack of funding. To make matters worse, with no national standards in place, state legislatures were adopting widely differing requirements applicable to property transactions, hampering the growing nationalization and globalization of property financing and ownership.

Click HERE to learn more.

# Renewal Form – Government Sector (2016-17 Membership Year)

2501 Aerial Center Parkway, Ste. 103, Morrisville, NC 27560
919.459.2081; 919.459.2075 (Fax); coordinator@pria.us; www.pria.us
PRIA Federal I.D. No.: 48-1270545

PRIA
Property Records Industry Association
PARTNERSHIP • KNOWLEDGE • RESULTS

NAME/TITLE: Arturo Guajardo, Jr. / County Clerk

COUNTY/ORGANIZATION NAME: Hidalgo / Hidalgo County Clerks

ADDRESS: 100 N. Closner

CITY/STATE/ZIP: Edinburg, Texas 78539

PHONE: 956-318-2149 FAX: 956-292-7038 EMAIL: sandra.solis@co.hidalgo.tx.us

**General Conditions for Membership in PRIA:** In accordance with the General Conditions for membership in this association, the applicant hereby agrees to accept and abide by the Bylaws and Operating Rules established by this Corporation, and as amended from time to time. **For a copy of the Bylaws and Operating Rules, visit www.pria.us.**

Signature of Primary Member — June 7, 2016 Date

**MEMBERSHIP CATEGORIES: CHECK ONE BELOW**

**Government Regular – Voting**
County or Municipality Offices

| | |
|---|---|
| ☐ Population up to 75,000 | $60 |
| ☐ 75,001 to 150,000 | $145 |
| ☐ 150,001 to 250,000 | $230 |
| ☐ 250,001 to 500,000 | $285 |
| ■ Over 500,000 | $395 |

☐ **Association, Organization or Federal Agency** $2,500
(National or International association or organization whose members are government officials or a federal government agency)

☐ **Association, Organization or State Agency** $575
(State association or organization whose members are government officials or a state government agency)

**Associate – Non-Voting**

■ **Associate Staff Member** $50
(Staff member of a Regular Member)

☐ **Limited Access Member** $200
(Individual, association or organization not eligible for Government Regular Membership)

**Government Regular Member - Voting**

A government agency ,organization or association whose primary purpose is to provide processes or services relating to the functions of recording conveyance of property, taxing of property, recording liens on property, and providing public access to such records. An organization or association applying for Government Regular membership must be comprised of predominately government members. All Government Regular Members must designate one individual to represent the member.

**Associate Staff Member – Non Voting**
A staff member of a Regular Member may apply for Associate Membership.

**Limited Access Member – Non Voting**
Any government agency, organization, or association whose primary purpose is not substantially involved directly in the processes or services as defined under Government Regular Member, but who is indirectly related to the activities of Government Regular Members, may apply for Limited Access membership. An organization or association applying for Limited Access membership must be comprised of predominately government members. All Limited Access Members must designate one individual to represent the member.

**Are you elected or appointed?** Elected

**If elected, for how many years?** 4 Years

**In what year did your current term begin?** 15

**I want to participate with:**

☐ Standards and Best Practices ☐ Membership Committee ☐ Educational Opportunities
☐ Conference Planning

**Method of Payment:**

☑ Check: **Make payable to PRIA; remit to address above.**

**Name on card:** _____

Credit Card: ☐ Visa ☐ MasterCard ☐ American Express

Card # _____

Expiration_____ Security Code _____

**Payment Total:**

**Promo Code** (if applicable): _____

| | |
|---|---|
| Membership Fee: | 395.00 |
| Associate Staff Member(s) Fee: | 50.00 |
| Limited Access Member(s) Fee: | |
| **TOTAL:** | 445.00 |

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

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Arturo Guajardo, Jr., do hereby state that membership in the (PRIA) Property Records Industry 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 PRIA is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: June 7, 2016
TITLE: County Clerk

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

(SEAL)

_____
DEPUTY CLERK IN AND FOR
THE STATE OF TEXAS

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

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

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

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Annette Muñiz, do hereby state that membership in the (PRIA) Property Records Industry 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:
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  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

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

SIGNATURE: _____ DATE: June 7, 2016
TITLE: Chief Deputy

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

(SEAL)

_____
DEPUTY CLERK IN AND FOR
THE STATE OF TEXAS

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

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

# Requisition

**Req # 00300166**

**PO #**

**Date: 06/08/16**

**Bill To:** x
x

**Vendor :** 364258
PROPERTY RECORDS INDUSTRY ASSOCIATIOI
2501 AERIAL CENTER PARKWAY
**STE. 103**
MORRISVILLE NC 27560

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

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

**Contract No:**

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 1.00 | EACH | 2016-2017 ANNUAL MEMBERSHIP DUES FOR MR. ARTURO GUAJARDO, JR., HIDALGO COUNTY CLERK | 395.00 | 395.00 |
| 1.00 | EACH | 2016-2017 ANNUAL MEMBERSHIP DUES FOR MRS. ANNETTE MUNIZ, HIDALGO COUNTY CLERK'S CHIEF DEPUTY | 50.00 | 50.00 |
| | | Account No | Encumbrance | |
| | | 6-1100-415-40-180-001-0-810 | 445.00 | |
| | | | Freight | .00 |
| | | | Total | 445.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

AI-54844

Membership Dues 8. F.

CC CONSENT
Meeting Date: 06/20/2016
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Department: PURCHASING DEPT.

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Information

CAPTION

Purchasing Dept. (1100):
Approval to pay the following memberships for 2016 with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor office:
1) The Texas Institute of Public Purchasing (NIGP - Req #298762) in the amount of $975.00 for 13 employees. (pending invoice)
2) The Texas Public Purchasing Association (TXPPA - Req. #298765) four (4) additional members at $75 each totaling $ 300.00.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-415-18-160-001-0-xxx
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Funds available through requisitions 298762 & 298765.

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Attachments

NIGP
TXPPA
TXPPA INVOICE

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/02/2016 02:26 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Nielda Cavazos Started On: 06/01/2016 10:49 AM
Final Approval Date: 06/16/2016

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

**THE STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, Maria Elena Gomez, do hereby state that membership in the The Institute for Public Purchasing Procurement (NIGP), and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
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  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that The Institute for Public Purchasing Procurement (NIGP) is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 6/30/2016
TITLE: Buyer

Before me Nielda Campo, a Notary Public, appeared Maria Elena Gomez 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)

NOTARY PUBLIC
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

_____
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, Martha L. Salazar, CPPB , do hereby state that membership in the The Institute for Public Purchasing Procurment (NIGP) , 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 The Institute for Public Purchasing (NIGP) is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Martha L Salazar DATE: 6/30/2016
TITLE: Purchasing Agent

Before me Nielda Cavazos, a Notary Public, appeared Martha L Salazar, 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)

NOTARY PUBLIC
STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

Nielda Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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, Tanya De Lira, do hereby state that membership in the The Institute for Public Purchasing Procurement (NIGP), 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.
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  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that The Institute for Public Purchasing Procurement (NIGP) is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Tanya De Lira DATE: 6/30/2016
TITLE: Procurment Specialist

Before me Nielda Cavazos, a Notary Public, appeared Tanya De Lira, 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)

NOTARY PUBLIC
STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

Nielda Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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, Rodolfo Salinas, do hereby state that membership in the The Institute for Public Purchasing Procurement (NIGP), and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that The Institute for Public Purchasing Procurement (NIGP) is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 6/30/2016
TITLE: Procurment Specialist

Before me Nielda Cavazos, a Notary Public, appeared Rodolfo Salinas, 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
STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

Nielda Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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, Maria Eliza Lopez, do hereby state that membership in the The Institute for Public Purchasing Procurement (NIGP), 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 The Institute for Public Purchasing Procurement (NIGP) is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Maria Eliza Lopez DATE: 6/30/2016
TITLE: Procurment Specialist

Before me Nielda Cavazos, a Notary Public, appeared Maria Eliza Lopez 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)

NOTARY PUBLIC
STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

Nielda Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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, Sandra Montalvo, do hereby state that membership in the The Institute for Public Purchasing Procurement (NIGP), 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 The Institute for Public Purchasing Procurement (NIGP) is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Sandra Montalvo DATE: 6/30/2016
TITLE: Buyer II

Before me Nielda Cavazos, a Notary Public, appeared Sandra Montalvo 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)

NOTARY PUBLIC
STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

Nielda Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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, Yolanda Velasquez, do hereby state that membership in the The Institute for Public Purchasing Procurement (NIGP), 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 The Institute for Public Purchasing Procurement (NIGP) is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Yolanda Velasquez DATE: 6/30/2016
TITLE: Buyer III

Before me Nielda Cavazos, a Notary Public, appeared Yolanda Velasquez 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 STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

Nielda Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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, Sandra Suarez, do hereby state that membership in the The Institute for Public Purchasing Procurement (NIGP), and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that The Institute for Public Purchasing Procurement (NIGP) is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Sandra Suarez DATE: 6/30/2016
TITLE: Buyer II

Before me Nielda Cavazos a Notary Public, appeared Sandra Suarez, 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)

NOTARY PUBLIC
STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

Nielda Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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, Matilde Faz, do hereby state that membership in the The Institute for Public Purchasing Procurement (NIGP), and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
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  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that The Institute for Public Purchasing Procurement (NIGP) is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Matilde Faz DATE: 6/30/2016
TITLE: Buyer II

Before me Nielda Cavazos, a Notary Public, appeared Matilde Faz, 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)

NOTARY PUBLIC
NIELDA CAVAZOS
My Commission Expires
September 13, 2016
STATE OF TEXAS

Nielda Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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, Yvette Salinas , do hereby state that membership in the The Institute for Public Purchasing Procurement (NIGP) , and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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- ☒ To obtain continuing education necessary to maintain a license or certification.
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  - Technical Inquiry Services

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that The Institute for Public Purchasing Procurement (NIGP) is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 6/30/2016
TITLE: Buyer III

Before me Nielda Cavazos a Notary Public, appeared Yvette Salinas, 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
STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

Nielda Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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, Heidi Ortiz, do hereby state that membership in the The Institute for Public Purchasing Procurement (NIGP), and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that The Institute for Public Purchasing Procurement (NIGP) is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 6/30/2016
TITLE: Buyer III

Before me Nielda Cavazos, a Notary Public, appeared Heidi Ortiz, 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)

NOTARY PUBLIC
STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

Nielda Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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, Rocio Villarreal , do hereby state that membership in the The Institute for Public Purchasing Procurement (NIGP) , 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 The Institute for Public Purchasing Procurement (NIGP) is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Roc Villa DATE: 6/30/2016
TITLE: Contract Manager

Before me Nielda Cavazos, a Notary Public, appeared Roc Villarreal 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)

NOTARY PUBLIC
STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

Nielda Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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, Leticia Saenz , do hereby state that membership in the The Institute for Public Purchasing Procurement (NIGP) , 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 The Institute for Public Purchasing Procurement (NIGP) is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 6/30/2016
TITLE: Contract Manager

Before me Nielda Cavazos, a Notary Public, appeared Leticia Saenz, 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)

NOTARY PUBLIC
STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

Nielda Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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, Agueda Garcia , do hereby state that membership in the Texas Public Purchasing Association (TXPPA) , 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 Click here to enter text. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 6/1/2016
TITLE: Fixed Assest Manager

Before me Nielda Cavazos, a Notary Public, appeared Agueda Garcia, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

( S E A L )

NOTARY PUBLIC
STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

Nielda Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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, Leticia Saenz, do hereby state that membership in the Texas Public Purchasing Association (TXPPA), 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 Click here to enter text. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 6/1/2016
TITLE: Contracts Manager

Before me Nielda Cavazos, a Notary Public, appeared Leticia Saenz, 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)

NOTARY PUBLIC
STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

Nielda Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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, Maria Elena Gomez , do hereby state that membership in the Texas Public Purchasing Association (TXPPA) , 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

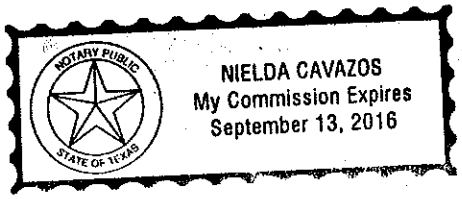
**FOR STATEWIDE ASSOCIATIONS ONLY**

I further state that Click here to enter text. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 6/1/2016
TITLE: Procurment Process Coordinatior

Before me Nielda Cavazos, a Notary Public, appeared Maria Elena Gomez 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)




Nielda Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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, Rodolfo Salinas, do hereby state that membership in the Texas Public Purchasing Association (TXPPA), 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 Click here to enter text. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 6/1/2016
TITLE: Purchase Order Specialist III

Before me Nielda Cavazos, a Notary Public, appeared Rodolfo Salinas 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
STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

Nielda Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

# INVOICE

PO Box 393
Richmond, TX 77406
Phone (281) 610-8914
www.txppa.org

May 16, 2016

Hildalgo County
Attn: Purchasing Office

| Description | |
|---|---|
| 2016 Annual Membership Dues<br>Four individual members at $75.00 each<br>Texas Public Purchasing Association | $300.00 |

Due upon Receipt

**PLEASE NOTE OUR NEW ADDRESS AT THE TOP OF THIS PAGE!**

**✳ THANK YOU FOR YOUR SUPPORT ✳**

AI-54975 Urban County 9. A.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Olga Lerma, URBAN COUNTY Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

---

Information

CAPTION

Request for approval of (1) one applicant in the City of Elsa under the Owner-Occupied Housing Rehabilitation Program, contingent upon environmental review clearance.

BACKGROUND

Approval of this project, contingent upon environmental clearance from the U.S. Housing and Urban Development (HUD), is requested in order to expedite the process in an effort to comply with programmatic requirements regarding the HOME Program. The following family is being recommended for approval to receive assistance under the Owner-Occupied Housing Rehabilitation Program:

| APPLICANT | CASE NUMBER | CITY | FUNDING YEAR | LOCATION OF PROPERTY |
|---|---|---|---|---|
| Imelda Garcia Deferred Loan - Elderly Reconstruction | EL #25-16-01 | Elsa Precinct #1 | HOME 2015 | Lot 21 & 22 Block 3 Castillo Elsa, 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 2015 Budget. The Urban County Program staff recommends approval of applicants.

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Fiscal Impact

Attachments

Synopsis Imelda Garcia

---

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/09/2016 10:00 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Olga Lerma Started On: 06/08/2016 03:52 PM

Final Approval Date: 06/16/2016

# Housing Rehab Program

**ENTITY:** City of Elsa

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

**FUNDING YEAR:** HOME 2015

**SYNOPSIS:**

The family is being recommended for applicant approval under the Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since February 2013 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

**Imelda Garcia**
**EL#25-16-01**

Family of one (1)

| | |
|---|---|
| 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 |
| Payback | No - Deferred Loan-Elderly |
| Number of Bedrooms: | 2 |
| Square Feet: | 864 |
| Does total annual household income exceed limits: | No |
| HUD Income Limits: | $ 29,350.00 |

**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.

AI-54949

Auditor's Office 10. A.

CC CONSENT
Meeting Date: 06/20/2016
Submitted By: Yvonne Torres, AUDITOR'S OFFICE
Department: AUDITOR'S OFFICE

Information

CAPTION

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

BACKGROUND

Fiscal Impact

Attachments

letter

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/08/2016 08:16 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |
| Form Started By: Yvonne Torres | | Started On: 06/07/2016 05:42 PM |
| Final Approval Date: 06/16/2016 | | |

# COUNTY of HIDALGO

**COUNTY AUDITOR'S OFFICE**
**Hidalgo County Administration Building**
**2808 South Business Highway 281**
**Edinburg, Texas 78539-6243**
**PHONE: (956) 318-2511**
**FAX: (956) 318-2577**
**WEBSITE: www.co.hidalgo.tx.us/auditor**




**EDINBURG, TEXAS 78539**

June 16, 2016

The Honorable Ramon Garcia
Hidalgo County Judge
302 W. University Drive
Edinburg, Texas 78539

Dear Judge Garcia:

Pursuant to Local Government Code Section 114.044 and/or Local Government Code Section 115.0035 (c), we are submitting for your review the following monthly reports and/or letters:

| Department | Fees/Costs | Description |
|---|---|---|
| The Hon. Pablo Villarreal, Jr., RTA<br>Hidalgo County Tax Assessor/Collector | $ 74,704,923.41 | Jan. 2016 Monthly Report |
| The Hon. Pablo Villarreal, Jr., RTA<br>Hidalgo County Tax Assessor/Collector | $ 13,941,278.96 | Feb. 2016 Monthly Report |
| The Hon. Arturo Guajardo, Jr., Hidalgo County Clerk | $ 749,097.30 | Jan. 2016 Monthly Report |
| The Hon. Arturo Guajardo, Jr., Hidalgo County Clerk | $ 989,543.88 | Feb. 2016 Monthly Report |
| The Hon. Arturo Guajardo, Jr., Hidalgo County Clerk | $ 1,028,176.51 | Mar. 2016 Monthly Report |
| The Hon. Eduardo Cantu, Commissioner Precinct No. 2 | $ 7,125.00 | April 2016 Monthly Report/Letter Sanitation Program |
| The Hon. Joseph Palacios, Commissioner Precinct No. 4 | $ 35,425.00 | April 2016 Monthly Report/Letter Sanitation Program |
| The Hon. Celestino Avila Jr. Constable Precinct No. 1 | $ 1,200.00 | April 2016 Monthly Report/Letter |
| The Hon. Martin Cantu, Constable Precinct No. 2 | $ 11,905.00 | April 2016 Monthly Report/Letter |
| The Hon. Atanacio Gaitan Jr. Constable Precinct No. 4 | $ 830.00 | April 2016 Monthly Report/Letter |
| Mr. Eduardo Olivarez, Chief Administrator Officer<br>Hidalgo County Health and Human Services Department | $ 45,815.00 | April 2016 Monthly Report/Letter |
| Mr. Homero Garza, Fire Marshal | $ 9,805.00 | April 2016 Monthly Report/Letter |
| Mr. T.J. Arredondo, Director of Planning | $ 64,282.47 | April 2016 Monthly Report/Letter |
| The Hon. Eddie Guerra, Hidalgo County Sheriff | $ 130,134.85 | Jan. 2016 Monthly Report/Letter Sheriff's Fee |
| The Hon. Eddie Guerra, Hidalgo County Sheriff | $ 64,728.22 | Feb. 2016 Monthly Report/Letter Sheriff's Fee |
| The Hon. Eddie Guerra, Hidalgo County Sheriff | $ 89,333.81 | Mar. 2016 Monthly Report/Letter Sheriff's Fee |

| Department | Description |
|---|---|
| The Hon. Eddie Guerra, Hidalgo County Sheriff | Review of Sheriff's Investigation Fund Balance Sheets For the Month ended March 31, 2016 |

| | |
|---|---|
| The Hon. Eddie Guerra, Hidalgo County Sheriff | Review of Sheriff's Fee Financial Statements For the Months of May 31, 2015 through December 31, 2015 |
| The Hon. Eddie Guerra, Hidalgo County Sheriff | Review of Sheriff's Fee Financial Statements For the Months of January 31, 2016 through March 31, 2016 |
| The Hon. Eddie Guerra, Hidalgo County Sheriff | Review of "D" Monthly Fines and Fees Report and Supporting Documentation For the Months ended May 31, 2015 through December 31, 2015 |
| The Hon. Eddie Guerra, Hidalgo County Sheriff | Review of "D" Monthly Fines and Fees Report and Supporting Documentation For the Months ended January 31, 2016 through February 31, 2016 |
| The Hon. Eddie Guerra, Hidalgo County Sheriff | Review of "D" Monthly Fines and Fees Report and Supporting Documentation For the Month ended March 31, 2016 |
| The Hon. Eddie Guerra, Hidalgo County Sheriff | Review of Sheriff's "B" Account Financial Statements For the Months Ended May 31, 2015 through December 31, 2015 |
| The Hon. Eddie Guerra, Hidalgo County Sheriff | Review of Sheriff's Inmate Trust Financial Statements For the Months of May 2015 through December 2015 |
| The Hon. Eddie Guerra, Hidalgo County Sheriff | Review of Sheriff's Inmate Trust Financial Statements For the Months of January 2016 and February 2016 |
| The Hon. Eddie Guerra, Hidalgo County Sheriff | Review of Sheriff's Regular Trust Fund Financials For the Month Ended December 31, 2015 |
| The Hon. Pablo Villarreal, Jr., RTA<br>Hidalgo County Tax Assessor/Collector | Review of Delinquent Tax Attorney Payment Request – April 2016 Report No. 2016-41 |
| The Hon. Eddie Guerra, Hidalgo County Sheriff | Audit of Jail Commissary Account For the year ended December 31, 2015 Audit No. 2016-01 |
| The Hon. Eddie Guerra, Hidalgo County Sheriff | Audit of the Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency For the Year Ended December 31, 2015 Audit No. 2016-03 |
| The Hon. Ricardo Rodriguez, Jr. Criminal District Attorney | Audit of HIDTA's Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency For the Year Ended December 31, 2015 Audit No. 2016-04 |
| The Hon. Celestino Avila Jr. Constable Precinct No. 1 | Audit of the Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency For the Year Ended December 31, 2015 Audit No. 2016-05 |
| The Hon. Martin Cantu, Constable Precinct No. 2 | Audit of the Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency For the Year Ended December 31, 2015 Audit No. 2016-06 |
| The Hon. Lazaro Gallardo, Jr., Constable Precinct No. 3 | Audit of the Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency For the Year Ended December 31, 2015 Audit No. 2016-07 |
| The Hon. Atanacio Gaitan Jr. Constable Precinct No. 4 | Audit of the Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency For the Year Ended December 31, 2015 Audit No. 2016-08 |

Respectfully,

Ray Bufracio, CPA
Hidalgo County Auditor

Attachments

Prepared By: Abigail G.
Date: 04/05/16
Reviewed By: _____
Approved By: _____

**Hidalgo County Tax Office**
**Collections Summary**
**For the Month ended January 31, 2016**

| | | |
|---|---|---|
| Hidalgo County Tax Collections | 74,676,504.07 ✓ | M1-1 |
| 2016 Hospital District Funding | - | M1-1 |
| Administrative Fees Collected | 28,083.82 ✓ | M1-1 |
| Road District # 2 Collections | - ✓ | M2-1 |
| Road District # 5 Collections | 333.42 ✓ | M3-1 |
| Road District # 15 Collections | 2.10 ✓ | M4-1 |
| State District Collections | - ✓ | M5-1 |
| Total Collections | 74,704,923.41 | |

PREPARED BY: CLAUDIA LEE SALINAS

8

# PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
## HIDALGO COUNTY TAXES COLLECTED
## JANUARY 2016
REVISED PBC

**COMPARATIVE RATE OF COLLECTIONS**

| HIDALGO COUNTY GHD | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2015/2016 | COLLECTED 2014/2015 |
|---|---|---|---|---|---|---|---|
| 2015 TAX ROLL | 178,719,088.17 MH2 ✓ | 145,686,198.59 MH-12 ✓ | - | ✓926,067.11 MH2 | 33,958,956.69 MH2 ✓ | 81.10% | 80.98% |
| 2014 & PRIOR YRS | 31,346,653.45 MH2 ✓ | 6,540,106.07 MH2 ✓ | - | ✓(566,225.28) MH2 | 24,240,322.10 MH2 ✓ | 21.25% | 22.46% |
| ROLLBACK | 100,394.43 MH3 ✓ | 350,997.24 MH3 ✓ | - | ✓371,347.75 MH3 | 120,744.94 MH3 ✓ | 74.40% | 60.59% |
| TOTALS | ✓210,166,136.05 MH4 ✓ | 152,577,301.90 MH4 ✓ | - | ✓731,189.58 MH4 | 58,320,023.73 MH4 ✓ | | |
| | | | - | | - | #DIV/0! | |

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JANUARY 2016**

| | | | MONTHLY MODIFICATIONS |
|---|---|---|---|
| CURRENT YEAR-BASE TAX | ✓73,304,537.53 d | | ✓120,122.33 CURRENT MH-12 |
| CURRENT YEAR-P&I | X - d } MH6 | | |
| PRIOR YEARS-BASE TAX | ✓662,242.39 d | | ✓(88,252.25) PRIOR MH-12 |
| PRIOR YEARS-P&I | ✓303,233.26 d | | |
| ROLLBACK BASE | ✓270,964.35 d } MH7 | | ✓22,228.30 ROLLBACK MH13 |
| ROLLBACK P&I | X 67.77 d | | |
| ATTORNEY FEES | ✓135,458.77 d MH11 | | |
| HOSPITAL DISTRICT FUNDING | - | | |
| HOSPITAL DISTRICT P&I | | - | |
| SPECIAL INVENTORY FINE | | 3,498.10 d MH-26 ✓ | |
| SPECIAL INVENTORY PENALTY | | 20,104.32 d MH-29 ✓ | |
| TAX CERTIFICATE FEES | - | 730.00 d MH-32 ✓ | |
| SERVICE CHG FEES | - | 1,703.40 d MH-35 ✓ | |
| MISC FEES | - | 2,048.00 d MH-40 ✓ | |
| TOTAL COLLECTIONS | ✓74,676,504.07 d MH11 | 28,083.82 *^ | ✓54,098.38 MH4 *^ |
| LESS HCAD COMM REND. PEN. (CURR) | ✓3,393.54 d } MH25 | | |
| LESS HCAD COMM REND. PEN. (DELQ) | ✓91.35 d | | |
| LESS TRANSFERRED | ✓30,520,077.60 d MH2; MH57 | | |
| LESS IN TRANSIT | ✓44,017,482.81 d MH2; MH57 | 28,083.82 d MH55 ✓ | |
| LESS DUE TO DEL TAX ATTY FEES | ✓135,458.77 d MH2; MH55 | | |
| LESS DUE TO CO TREASURER | - | | |
| LESS COURT ORDER INTEREST | - | | |
| BALANCE | - ^ | - ^ | |

**AFFIDAVIT**

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JANUARY 2016 IS CORRECT.

/s/ Pablo (Paul) Villarreal Jr.

ASSESSOR-COLLECTOR OF TAXES FOR HIDALGO COUNTY, TEXAS

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 19th DAY OF FEBRUARY 2016 A.D.

/s/ Jose E. Jaramillo

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

JOSE E JARAMILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-10-2016

RECEIVED
MAR 11 2016
COUNTY

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: [illegible] 4/18/16
DATE: 03/28/16

MH

PREPARED BY: CLAUDIA LEE SALINAS

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
ROAD DIST # 2 TAXES COLLECTED
JANUARY 2016
PBC

## COMPARATIVE RATE OF COLLECTIONS

| ROAD DIST # 2 RD2 | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2015/2016 | COLLECTED 2014/2015 |
|---|---|---|---|---|---|---|---|
| 1981 & PRIOR YRS | 60.90 | - | - | - | 60.90 | 0.00% | 0.00% |
| TOTALS | 60.90 ↑M2-3 | - ↑M2-3 | - | - ↑M2-3 | 60.90 M2-4 ↑A | | |

## BREAKDOWN OF TAX COLLECTIONS AND FEESIFOR THE MONTH OF JANUARY 2016

| | | MONTHLY MODIFICATIONS | |
|---|---|---|---|
| CURRENT YEAR-BASE TAX | - | - | CURRENT |
| CURRENT YEAR-P&I | - | | |
| PRIOR YEARS-BASE TAX | - | - | PRIOR |
| PRIOR YEARS-P&I | - | | |
| ROLLBACK BASE | - | - | ROLLBACK |
| ROLLBACK P&I | - | | |
| ATTORNEY FEES | - | | |
| TOTAL COLLECTIONS | - d M2-2 | - d M2-4 | |
| LESS HCAD COMM REND. PEN. | - | | |
| LESS TRANSFERRED | - | | |
| LESS IN TRANSIT | - | | |
| LESS DUE TO DEL TAX ATTY FEES | - | | |
| LESS DUE TO CO TREASURER | - | | |
| | - | | |
| BALANCE | - d M2-2 | | |

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JANUARY 2016 IS CORRECT.

Pablo (Paul) Villarreal

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 2

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 19th DAY OF FEBRUARY 2016 A.D.

Jose E. Jaramillo

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

RECEIVED
FEB 22 2016
HIDALGO COUNTY
AUDITOR'S OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 03/24/16 4/4/16

NOTARY PUBLIC STATE OF TEXAS
JOSE E JARAMILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-10-2016

M2-1

PREPARED BY: CLAUDIA LEE SALINAS

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
ROAD DIST # 5 TAXES COLLECTED
JANUARY 2016
PBC

COMPARATIVE RATE OF COLLECTIONS

**ROAD DIST # 5**
**RD5**

| | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2015/2016 | COLLECTED 2014/2015 |
|---|---|---|---|---|---|---|---|
| 1999 & PRIOR YRS | 8,796.99 | 224.15 | - | (426.42) | 8,146.42 | 2.68% | 3.26% |
| TOTALS | ✓8,796.99 +M3-8 | 224.15 +M3-8 ✓ | - | ✓(426.42) +M3-8 | 8,146.42 M3-9 ✓ | | |

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JANUARY 2016

| | | MONTHLY MODIFICATIONS |
|---|---|---|
| CURRENT YEAR-BASE TAX | - d | - CURRENT |
| CURRENT YEAR-P&I | - d M3-5 | |
| PRIOR YEARS-BASE TAX | ✓68.95 d | - PRIOR |
| PRIOR YEARS-P&I | ✓221.32 d | |
| ROLLBACK BASE | - | - ROLLBACK |
| ROLLBACK P&I | - | |
| ATTORNEY FEES | ✓43.15 d M3-7 | |
| TOTAL COLLECTIONS | ✓333.42 d | ✓ - d M3-9 |
| LESS HCAD COMM REND. PEN. | - | |
| LESS TRANSFERRED | ✓24.01 d M3-2; M1-57 | |
| LESS IN TRANSIT | 266.26 d M3-2; M1-57 | |
| LESS DUE TO DEL TAX ATTY FEES | ✓43.15 d M3-2; M1-55 | |
| LESS DUE TO CO TREASURER | - | |
| BALANCE | - | |

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JANUARY 2016 IS CORRECT.

Pablo (Paul) Villarreal

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 5

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 19th DAY OF FEBRUARY 2016 A.D.

Jose E. Jaramillo

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

JOSE E JARAMILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-10-2016

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FEB 22 2016
HIDALGO COUNTY
AUDITOR'S OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 03/24/16 4/7/16

M3-1

PREPARED BY: CLAUDIA LEE SALINAS

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
ROAD DIST # 15 TAXES COLLECTED
JANUARY 2016
PBC

## COMPARATIVE RATE OF COLLECTIONS

| ROAD DIST # 15 RD15 | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2015/2016 | COLLECTED 2014/2015 |
|---|---|---|---|---|---|---|---|
| 1993 & PRIOR YRS | 914.87 | 32.65 | - | (163.72) | 718.50 | 4.35% | 1.40% |
| ROLLBACK | - | - | - | - | - | 0.00% | 0.00% |
| TOTALS | 914.87 ✓ M45 | 32.65 M45 ✓ | - | (163.72) ✓ M45 | 718.50 M46 ✓ | | |

## BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JANUARY 2016

| | | MONTHLY MODIFICATIONS |
|---|---|---|
| CURRENT YEAR-BASE TAX | - d | - CURRENT |
| CURRENT YEAR-P&I | - d M43 | |
| PRIOR YEARS-BASE TAX | ✓ 0.49d | - PRIOR |
| PRIOR YEARS-P&I | ✓ 1.61d | |
| ROLLBACK BASE | - | - ROLLBACK |
| ROLLBACK P&I | ✓ - | |
| ATTORNEY FEES | - d M44 | |
| TOTAL COLLECTIONS | ✓ 2.10d | - d M46 ✓ |
| LESS HCAD COMM REND. PEN. | - | |
| LESS TRANSFERRED | ✓ 2.10 d M42; M157 | |
| LESS IN TRANSIT | - d M42; M157. | |
| LESS DUE TO DEL TAX ATTY FEES | - d M42; M155 | |
| LESS DUE TO CO TREASURER | - | |
| BALANCE | - ^ | |

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JANUARY 2016 IS CORRECT.

Pablo Paul Villarreal Jr.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 15

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 19th DAY OF FEBRUARY 2016 A.D.

Jose E. Jaramillo

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

JOSE E JARAMILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-10-2016

RECEIVED
FEB 22 2016
HIDALGO COUNTY AUDITOR'S OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: dlf
DATE: 03/24/16 4/7/16

M41

PREPARED BY: CLAUDIA LEE SALINAS

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
STATE DIST TAXES COLLECTED
JANUARY 2016
PVC

COMPARATIVE RATE OF COLLECTIONS

| STATE DIST TEX | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2015/2016 | COLLECTED 2014/2015 |
|---|---|---|---|---|---|---|---|
| 1979 & PRIOR YRS | 24.77 | - | - | (4.30) | 20.47 | 0.00% | 0.00% |
| TOTALS | 24.77 ↑MS-3 | - ↑MS-3 | - | (4.30) ↑MS-3 | 20.47 MS-4 ↑A | | |

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JANUARY 2016

| | | MONTHLY MODIFICATIONS | |
|---|---|---|---|
| CURRENT YEAR-BASE TAX | - | - | CURRENT |
| CURRENT YEAR-P&I | - | | |
| PRIOR YEARS-BASE TAX | - | - | PRIOR |
| PRIOR YEARS-P&I | - | | |
| ROLLBACK BASE | - | - | ROLLBACK |
| ROLLBACK P&I | - | | |
| ATTORNEY FEES | - | | |
| TOTAL COLLECTIONS | -d MS-2 | -d MS-4 | |
| LESS HCAD COMM REND. PEN. | - | | |
| LESS TRANSFERRED | - | | |
| LESS IN TRANSIT | - | | |
| LESS DUE TO DEL TAX ATTY FEES | - | | |
| LESS DUE TO CO TREASURER | - | | |
| | - | | |
| BALANCE | -d MS-2 | | |

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JANUARY 2016 IS CORRECT.

Pablo (Paul) Villarreal Jr.
ASSESSOR-COLLECTOR OF TAXES FOR STATE DIST TAXES

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS ~~19th DAY~~ OF FEBRUARY 2016 A.D.

Jose E. Jaramillo
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

JOSE E JARAMILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-10-2016

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FEB 22 2016
HIDALGO COUNTY
AUDITOR'S OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: [signature]
DATE: 03/24/16 4/4/16

MS-1

Prepared By: Abigail G.
Date: 05/21/16
Reviewed By: _____
Approved By: _____

**Hidalgo County Tax Office**
**Collections Summary**
**For the Month ended February 29, 2016**

| | | |
|---|---|---|
| Hidalgo County Tax Collections | 12,991,770.14 ✓ | M1-1 |
| 2016 Hospital District Funding - 2nd Qtr. | 926,622.00 ✓ | M1-1 |
| Administrative Fees Collected | 22,845.99 ✓ | M1-1 |
| Road District # 2 Collections | - | M2-1 |
| Road District # 5 Collections | 38.05 ✓ | M3-1 |
| Road District # 15 Collections | 2.78 ✓ | M4-1 |
| State District Collections | - | M5-1 |
| Total Collections | 13,941,278.96 ✓ | |

PREPARED BY: CLAUDIA LEE SALINAS

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
HIDALGO COUNTY TAXES COLLECTED
FEBRUARY 2016
PBC

## COMPARATIVE RATE OF COLLECTIONS

HIDALGO COUNTY
GHD

| | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2015/2016 | COLLECTED 2014/2015 |
|---|---|---|---|---|---|---|---|
| 2015 TAX ROLL | 178,719,088.17 MH-14 ✓ | 156,986,775.39 MI-14 ✓ | - | ✓ 697,063.13 MH-14 | 22,429,375.91 MH-14 ✓ | 87.50% | 87.41% |
| 2014 & PRIOR YRS | 31,346,653.45 MH-14 ✓ | 7,143,235.30 MH-14 ✓ | - | ✓(796,652.21) MH-14 | 23,406,765.94 MH-14 ✓ | 23.38% | 25.06% |
| ROLLBACK | 100,394.43 MH-15 ✓ | 386,844.74 MH-15 ✓ | - | ✓371,347.75 MH-15 | 84,897.44 MH-15 ✓ | 82.00% | 73.98% |
| TOTALS | 210,166,136.05 MH-14 ✓ | 164,516,855.43 MI-16 ✓ | - | 271,758.67 MH-16 ✓ | 45,921,039.29 MI-16 ✓ | | |
| | | | - | | - | #DIV/0! | |

## BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2016

| | | | MONTHLY MODIFICATIONS |
|---|---|---|---|
| CURRENT YEAR-BASE TAX | ✓11,300,576.80 | 1,258,053.04 d MH-3 ✓ 1,042,523.73 d MH-6 ✓ SC | (229,003.98) ✗ CURRENT MH-14 |
| CURRENT YEAR-P&I | ✓600,078.20 | 508,148.03 d MH-3 ✓ | |
| PRIOR YEARS-BASE TAX | ✗603,129.23 d MI-5 | 91,930.17 d MH-6 ✗ SC | (230,426.93) ✗ PRIOR MI-14 |
| PRIOR YEARS-P&I | ✗294,213.93 d | | |
| ROLLBACK BASE | ✗35,847.50 d MH-10 | | - ROLLBACK MH-15 |
| ROLLBACK P&I | ✗46.66 d | | |
| ATTORNEY FEES | ✓157,877.82 d MI-13 | | |
| HOSPITAL DISTRICT FUNDING | - | 926,622.00 d MI-26 ✓ | |
| HOSPITAL DISTRICT P&I | | - | |
| SPECIAL INVENTORY FINE | | 3,199.01 d MI-27 ✓ | |
| SPECIAL INVENTORY PENALTY | | 14,945.88 d MI-30 ✓ | |
| TAX CERTIFICATE FEES | - | 1,160.00 d MI-32 ✓ | |
| SERVICE CHG FEES | - | 2,523.10 d MI-36 ✓ | |
| MISC FEES | - | 1,018.00 d MI-42 ✓ | |
| TOTAL COLLECTIONS | ✓12,991,770.14 d MH-13 | 949,467.99 | (459,430.91) MH-16 ✓ |
| LESS HCAD COMM REND. PEN. (CURR) | 253.75 d MH-25 ✓ | | |
| LESS HCAD COMM REND. PEN. (DELQ) | 77.23 d | | |
| LESS TRANSFERRED | ✓9,481,447.02 d MH-2; MH-5 | 156,087.00 d MH-55 ✓ | |
| LESS IN TRANSIT | ✓3,352,114.32 d MH-2; MH-5 | 793,380.99 d MI-54 ✓ | |
| LESS DUE TO DEL TAX ATTY FEES | ✓157,877.82 d MH-2; MI-54 | | |
| LESS DUE TO CO TREASURER | - | | |
| LESS COURT ORDER INTEREST | - | | |
| BALANCE | - | - | |

AFFIDAVIT

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY 2016 IS CORRECT.

Pablo (Paul) Villarreal Jr.

ASSESSOR-COLLECTOR OF TAXES FOR HIDALGO COUNTY, TEXAS

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF MARCH 2016 A.D.

Jose E. Jaramillo

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

JOSE E JARAMILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-10-2016

RECEIVED
MAR 11 2016
HIDALGO COUNTY
AUDITOR'S OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: [signature]
DATE: 05/20/16 5/27/16

MH-1

PREPARED BY: CLAUDIA LEE SALINAS

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
ROAD DIST # 5 TAXES COLLECTED
FEBRUARY 2016
PBC

## COMPARATIVE RATE OF COLLECTIONS

**ROAD DIST # 5**
**RD5**

| | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2015/2016 | COLLECTED 2014/2015 |
|---|---|---|---|---|---|---|---|
| 1999 & PRIOR YRS | 8,796.99 | 234.18 | - | (572.87) | 7,989.94 | 2.85% | 3.99% |
| TOTALS | ✓8,796.99 ↑M3-5 | 234.18 ↑M3-5 ✓ | - | ✓(572.87) ↑M3-5 | 7,989.94 M3-6✓ | | |

## BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2016

| | | MONTHLY MODIFICATIONS |
|---|---|---|
| CURRENT YEAR-BASE TAX | - d | CURRENT |
| CURRENT YEAR-P&I | - d } M3-3 | |
| PRIOR YEARS-BASE TAX | ✓10.03 d | ✓(146.45) PRIOR M3-6 |
| PRIOR YEARS-P&I | ✓23.11 d | |
| ROLLBACK BASE | - | - ROLLBACK |
| ROLLBACK P&I | - | |
| ATTORNEY FEES | ✓4.91 d M3-4 | |
| TOTAL COLLECTIONS | ✓38.05 d | (146.45) |
| LESS HCAD COMM REND. PEN. | - | |
| LESS TRANSFERRED | ✓33.14 d M3-2; M1-45 | |
| LESS IN TRANSIT | - d M3-2; M1-45 | |
| LESS DUE TO DEL TAX ATTY FEES | ✓4.91 d M3-2; M1-54 | |
| LESS DUE TO CO TREASURER | - | |
| BALANCE | - | |

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY 2016 IS CORRECT.

Pablo Paul Villarreal Jr.
ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 5

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF MARCH 2016 A.D.

Jose E. Jaramillo
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

JOSE E JARAMILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-10-2016

RECEIVED
MAR 11 2016
HIDALGO COUNTY
AUDITOR'S OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: [signature]
DATE: 05/19/16 5/23/16

M3-1

PREPARED BY: CLAUDIA LEE SALINAS

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
ROAD DIST # 15 TAXES COLLECTED
FEBRUARY 2016
PBV

## COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 15
RD15

| | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2015/2016 | COLLECTED 2014/2015 |
|---|---|---|---|---|---|---|---|
| 1993 & PRIOR YRS | ✓ 914.87 | ✓ 33.31 | - | ✓(173.92) | ✓707.64 | 4.50% | 1.92% |
| ROLLBACK | - | - | - | - | - | 0.00% | 0.00% |
| TOTALS | ✓ 914.87 ± M4-5 | ✓33.31 ± M4-5 | - | ✓ (173.92) ± M4-5 | ✓707.64 ±^ M4-6 | | |

## BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2016

| | | MONTHLY MODIFICATIONS |
|---|---|---|
| CURRENT YEAR-BASE TAX | - d | - CURRENT |
| CURRENT YEAR-P&I | - d } M4-3 | |
| PRIOR YEARS-BASE TAX | x0.66d | x(10.20) PRIOR M4-6 |
| PRIOR YEARS-P&I | x1.77d | |
| ROLLBACK BASE | - | - ROLLBACK |
| ROLLBACK P&I | - | |
| ATTORNEY FEES | ✓ 0.35d M4-4 | |
| TOTAL COLLECTIONS | ✓ 2.78d | (10.20) |
| LESS HCAD COMM REND. PEN. | - | ±^ |
| LESS TRANSFERRED | ✓1.71d M4-2; M1-65 | |
| LESS IN TRANSIT | ✓0.72d M4-2; M1-65 | |
| LESS DUE TO DEL TAX ATTY FEES | ✓0.35d M4-2; M1-54 | |
| LESS DUE TO CO TREASURER | - | |
| BALANCE | ^ | |

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY 2016 IS CORRECT.

Pablo Paul Villarreal

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 15

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF MARCH 2016 A.D.

Jose E. Jaramillo

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

JOSE E JARAMILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-10-2016

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MAR 11 2016
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AUDITOR'S OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: UR
DATE: 05/19/16 5/23/16

M4-1

PREPARED BY: CLAUDIA LEE SALINAS

8

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
ROAD DIST # 2 TAXES COLLECTED
FEBRUARY 2016

PBC

COMPARATIVE RATE OF COLLECTIONS

| ROAD DIST # 2 RD2 | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2015/2016 | COLLECTED 2014/2015 |
|---|---|---|---|---|---|---|---|
| 1981 & PRIOR YRS | 60.90 | - | - | - | 60.90 | 0.00% | 0.00% |
| TOTALS | 60.90 dM2-3 | - dM2-3 | - | - dM2-3 | 60.90 dM2-4 | | |

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2016

| | | MONTHLY MODIFICATIONS |
|---|---|---|
| CURRENT YEAR-BASE TAX | - | - CURRENT |
| CURRENT YEAR-P&I | - | |
| PRIOR YEARS-BASE TAX | - | - PRIOR |
| PRIOR YEARS-P&I | - | |
| ROLLBACK BASE | - | - ROLLBACK |
| ROLLBACK P&I | - | |
| ATTORNEY FEES | - | |
| TOTAL COLLECTIONS | - dM2-2 | - dM2-4 |
| LESS HCAD COMM REND. PEN. | - | |
| LESS TRANSFERRED | - | |
| LESS IN TRANSIT | - | |
| LESS DUE TO DEL TAX ATTY FEES | - | |
| LESS DUE TO CO TREASURER | - | |
| | - | |
| BALANCE | - dM2-2 | |

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY 2016 IS CORRECT.

Pablo (Paul) Villarreal

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 2

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF MARCH 2016 A.D.

Jose E. Jaramillo

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

JOSE E JARAMILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-10-2016

RECEIVED
MAR 11 2016
HIDALGO COUNTY AUDITOR'S OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 05/19/16 5/23/16

M2-1

PREPARED BY: CLAUDIA LEE SALINAS

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
STATE DIST TAXES COLLECTED
FEBRUARY 2016

ABC

COMPARATIVE RATE OF COLLECTIONS

| STATE DIST TEX | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2015/2016 | COLLECTED 2014/2015 |
|---|---|---|---|---|---|---|---|
| 1979 & PRIOR YRS | 24.77 | - | - | (4.30) | 20.47 | 0.00% | 0.00% |
| TOTALS | 24.77 ± MS-3 | - ± MS-3 | - | (4.30) ± MS-3 | 20.47 ± MS-4 | | |

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2016

| | | MONTHLY MODIFICATIONS |
|---|---|---|
| CURRENT YEAR-BASE TAX | - | - CURRENT |
| CURRENT YEAR-P&I | - | |
| PRIOR YEARS-BASE TAX | - | - PRIOR |
| PRIOR YEARS-P&I | - | |
| ROLLBACK BASE | - | - ROLLBACK |
| ROLLBACK P&I | - | |
| ATTORNEY FEES | - | |
| TOTAL COLLECTIONS | - dMS-2 | - dMS-4 |
| LESS HCAD COMM REND. PEN. | - | |
| LESS TRANSFERRED | - | |
| LESS IN TRANSIT | - | |
| LESS DUE TO DEL TAX ATTY FEES | - | |
| LESS DUE TO CO TREASURER | - | |
| BALANCE | - dMS-2 | |

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY 2016 IS CORRECT.

Pablo Paul Villarreal

ASSESSOR-COLLECTOR OF TAXES FOR STATE DIST TAXES

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF MARCH 2016 A.D.

Jose E. Jaramillo

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

JOSE E JARAMILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-10-2016

RECEIVED
MAR 11 2016
HIDALGO COUNTY
AUDITOR'S OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: CA
DATE: 05/19/16 5/26/16

MS-1

Prepared By: Gricelda Q GQ
Date: 06/15/16 6/15/16

**Hidalgo County Clerk**
**Monthly Report**
**For the Month Ended January 31, 2016**

| | | |
|---|---|---|
| Fee Account | $ | 383,844.08 |
| Criminal Court Cost | $ | 188,334.27 |
| Civil/Probate Court Cost | $ | 176,918.95 |
| Total January 2016 Collections | $ | 749,097.30 |

## COUNTY CLERK MONTHLY FEE REPORT

**JANUARY**
**2016**
******COUNTY CLERK FEE ACCOUNT******

PBC

RECEIVED BY

| | | | |
|---|---|---|---|
| RECORDING FEES/LGC118.013,118.011,212.004,BCC36.10 | | | ✓$109,769.00 |
| MARRIAGE LICENSES/LGC118.018 (TOTAL) | | | ✓$11,407.50 |
| STATE COMPTROLLER | | | |
| MARRIAGE LICENSE | # Filed | X5 366 ✓ | X$10,980.00 |
| BIRTH CERTIFICATES | # Filed | X5 386 ✓ | X$694.80 |
| BIRTH DSHS | # Filed | X5 111 ✓ | X$203.13 |
| DECLARATION OF INFORMAL MARRIAGE | # Filed | X5 15 ✓ | X$187.50 |
| UCC-FINANCING STATEMENTS/BCC9.403 | | | ✓$675.00 |
| EARLY CHILHOOD DONATION | | | ✓$5.00 |
| VITAL STATISTICS/LGC 118.015 | | | |
| CERTIFIED COPIES/LGC 118.014 | | | ✓$16,682.07 |
| RETURNED CHECK CHARGE/LGC 118.0215 | | | ✓$30.00 |
| REFUNDS | | | X1010.25 ~~$760.25~~ |
| BEER & WINE PERMITS/ABC 61.31 | | | $0.00 |
| PRINTER FEES/ABC 61.38 | | | $0.00 |
| RECEIVED ON ACCOUNT | | | ✓$56,574.00 |
| RCRDS MGMT & PRESERVATION PRGM/LGC 118.0216 | | | X$72,930.00 |
| DIGITAL IMAGE FEES | | | X$2,682.72 |
| CC RECORDS ARCHIVES FEE LGC 118.025 | | | X$75,720.00 |
| COURTHOUSE SECURITY FUND/LGC 291.008 | | | X$7,927.00 |
| VITAL ARCHIVE FEE HSC 191.0045(h) | | | X$1,107.00 |
| OVER/(SHORT) | | | $0.00 |
| NEW COURTHOUSE FEE | | 72365.00 | ~~$72,615.00~~ |
| INTEREST EARNED | | | $0.00 |
| ADJUSTMENTS | | | $0.00 |
| TOTAL CHARGES AND COLLECTIONS | | | $440,949.97 |
| LESS | | | |
| CHARGES ON ACCOUNT | | | $55,892.51 |
| TOTAL DEPOSITED IN BANK | | | $385,057.46 |
| LESS | | | |
| PRINTERS FEES/ABC 61.38 | | | $0.00 |
| BIRTH DSHS | | | ✓$203.13 |
| REFUNDS | | | 1010.25 ~~$760.25~~ |
| OVER/(SHORT) | | | $0.00 |
| SUBTOTAL | | | 1213.38 ~~$963.38~~ |
| DUE TO TREASURER | | | 383,844.08 $384,094.08 |

| DISTRIBUTION | | | |
|---|---|---|---|
| COUNTY CLERK FEES | 1100-341-10-180-002-0-000 | $139,245.06 | |
| EARLY CHILDHOOD DONATION | 1100-207-20-000-074-0-000 | ✓$5.00 | |
| INTEREST EARNED | 1100-361-11-000-006-0-000 | $0.00 | |
| RCRDS MGMT & PRESERVATION PRGRM/LGC 118.0216 | 1237-341-10-180-000-0-000 | ✓$72,930.00 | |
| DIGITAL IMAGE FEES | 1100-341-10-180-013-0-000 | ✓$2,682.72 | |
| CC RECORDS ARCHIVE FEE LGC 118.025 | 1100-341-10-180-005-0-000 | ✓$75,720.00 | |
| COURTHOUSE SECURITY FUND/LGC 291.008 | 1241-341-10-180-001-0-000 | ✓$7,927.00 | |
| COMPTR OF PUBLIC ACCTS-MARR FEES (MONTHLY)/LGC 118.022(a) | 1100-207-20-000-040-0-000 | ✓$10,980.00 | |
| COMPTR OF PUBLIC ACCTS-BIRTH/DEATH CERT (QUARTERLY)/LGC 118.015(b) | 1100-207-20-000-039-0-000 | ✓$694.80 | |
| COMPTR OF PUBLIC ACCTS-DECLARATION OF INFORMAL MARRIAGE/LGC 118.022(a) | 1100-207-20-000-041-0-000 | ✓$187.50 | |
| NEW COURTHOUSE FEE | 1100-341-10-180-019-0-000 | ✓~~$72,615.00~~ | 72365.00 |
| PRESERVATION OF VITAL STATISTICS HSC 191.0045(h) | 1100-341-10-180-010-0-000 | ✓$1,107.00 | |
| DISTRIBUTION TOTAL | | $0.00 | ~~$384,094.08~~ 383,844.02 |

COUNTY AUDITOR'S FORM ARS-CC-002, PART I
REVISED 2004

PREPARED BY: MARY CUELLAR, DEPUTY CLERK — 02/17/16 DATE

APPROVAL: ARTURO GUAJARDO, JR COUNTY CLERK — 02/17/16 DATE

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 4.14.16 4/28/16



X1

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range 01/01/2016 - 01/31/2016 Sorted by By receipt number Tills CC - COL - Criminal Adjustment,CC - Daniela Blanco,CC - Jason Rohr,CC - Juan

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

| | Totals | Fee Totals | |
|---|---|---|---|
| Total Receipts | 188,441.07 | 188,441.07 | x8 ; x9-1 |
| Total Adjustments Impacting Receipts | (50.00) | (50.00) | x8 ; x9-2 |
| Final Fee Code Totals | 188,391.07 | 188,391.07 | x3-1 ; x8 , x9-2✓ |
| **Less Refunds:** | | $ 56.80 | x2-1 |
| **Due Treasurer:** | | **$ 188,334.27** | x5-2 ; x |

Hidalgo County Clerk

2016 Criminal Court Cost

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 2/16/16

For the Month of January 2016

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

County Clerk

February 17, 2016
Date

RECEIVED BY COUNTY CLERK 2016 FEB 17 AM 8:55

x2

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range: 01/01/2016 - 01/31/2016 Sorted by: By receipt number Tills: CC - COL - Criminal Adjustment,CC - Daniela Blanco,CC - Jason Rohr,CC - Juan

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

Criminal

| Fund and GL Account Summary | Totals | Fee Totals |
|---|---|---|
| Fee Code Totals for All Funds | 188,391.07 | 188,391.07 |
| 1100-341-10-180-002-0-000 County Clerk | 11,843.32 | 9682.95 ~~11,843.32~~ ✓ X; x2-3a; x3 ✓ |
| 1100-342-10-180-001-0-000 Sheriff | 7,779.41 | 7792.40 ~~7,779.41~~ ✓ X; x2-3a; x3 ✓ |
| 1100-341-10-180-006-0-000 Stenographer | 4,842.04 | 4,841.82 ~~4,842.04~~ ✓ X; x2-3a; x3 ✓ |
| 1100-341-10-180-008-0-000 Jury - County Clerk | 4.34 | 4.34 ✓ X; x2-3a; x3 ✓ |
| 1100-202-00-000-004-0-000 ~~1100-360-00-000-000-0-000 General Fund Misc Revenues~~ | 264.45 | 264.45 ✓ X; x2-3a; x3 ✓ |
| 1100-207-20-000-005-0-000 Time Payment | 2,699.97 | (TP) 5770.23 ~~2,699.07~~ ✓ x2-3a; x3 ✓ |
| 1100-341-10-180-017-0-000 County Clerk EFile Fee | 1,026.00 | 1,026.00 ✓ X; x2-3a; x3 ✓ |
| 1100-202-00-000-019-0-000 Failure to Appear-Vendor | 369.11 | 369.11 ✓ X; x2-3a; x3 ✓ |
| 1100-202-00-000-022-0-000 Refund/Overpmt-CC | 56.80 | 56.80 ✓ x2; x2-3a; x3 ✓ |
| 1100-207-20-000-015-0-000 Consolidated Court Costs | 20,093.46 | 20,092.52 ~~20,093.46~~ ✓ X; x2-3a; x3; x10 ✓ |
| 1100-207-20-000-019-0-000 Arrest -DPS | 37.00 | 23.63 ~~37.00~~ ✓ X; x2-3a; x3 ✓ |
| 1100-207-20-000-030-0-000 DNA Testing Fee (CCD | 50.00 | 50.00 ✓ X; x2-3a; x3 ✓ |
| 1100-207-20-000-035-0-000 State Traffic Fee | 3,249.01 | 3,249.01 ✓ X; x2-3a; x3 ✓ |
| 1100-207-20-000-038-0-000 EMS Trauma Fund (CCP | 10,082.75 | 10,082.75 ✓ X; x2-3a; x3 ✓ |
| 1100-207-20-000-046-0-000 Jud(CR-CC Statutory Court) to | 2,723.88 | 2,723.71 ~~2,723.88~~ ✓ X; x2-3a; x3 ✓ |
| 1100-207-20-000-053-0-000 Jury Service Fund | 726.49 | 726.45 ~~726.49~~ ✓ X; x2-3a; x3 ✓ |
| 1100-207-20-000-054-0-000 Judicial Support Fee - State | 1,307.39 | 1,307.33 ~~1,307.39~~ ✓ X; x2-3a; x3 ✓ |
| 1100-207-20-000-058-0-000 Drug Court Fee - State (CCP | 6,876.47 | 6,876.47 ✓ X; x2-3a; x3 ✓ |
| 1100-207-20-000-059-0-000 Indigent Defense Representation | 484.00 | 483.98 ~~484.00~~ ✓ X; x2-3a; x3 ✓ |
| 1100-207-20-000-061-0-000 Moving Violation Fee | 10.89 | 10.89 ✓ X; x2-3a; x3 ✓ |
| 1100-207-20-000-066-0-000 Failure to Appear-State | 1,230.26 | 1,230.26 ✓ X; x2-3a; x3 ✓ |
| 1100-207-20-000-072-0-000 Elec Filing Fee - CR-CC to State | 1,175.78 | 1,175.72 ~~1,175.78~~ ✓ X; x2-3a; x3 ✓ |

Time Payment

50% 2,885.12 nX
40% 2,308.09 nX
10% 577.02 nX
(TP) 5,770.23

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X2-1

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range: 01/01/2016 - 01/31/2016 Sorted by: By receipt number Tills: CC - COL - Criminal Adjustment,CC - Daniela Blanco,CC - Jason Rohr,CC - Juan

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

Criminal

| Fund and GL Account Summary | Totals | Fee Totals |
|---|---|---|
| 1100-341-10-140-051-0-000 Tax A/C Scofflaw - CC | 1,406.54 | 1,409.72 ~~1,406.54~~ |
| 1100-341-10-180-003-0-000 CC Time Payment 10% | 910.62 | 0.00 ~~910.62~~ |
| 1100-341-10-180-004-0-000 CC - Admin Transaction Fee | 1,983.19 | 1,983.19 |
| 1100-341-10-180-009-0-000 CC - DA Fees | 4,645.92 | 4645.63 ~~4,645.92~~ |
| 1100-341-10-180-012-0-000 CC - Jud. Support Fee (CR) | 145.40 | 145.40 |
| 1100-341-10-180-016-0-000 CC - FTA - Admin Fee | 246.06 | 246.06 |
| 1100-351-20-180-001-0-000 CC - Public Defense | 9,324.56 | 9,324.56 |
| 1100-341-10-180-006-0-000 County Clerk - Court Costs | 325.01 | 325.01 |
| **1100 - General Fund** | **95,920.12** | **95,920.12** |
| 1238-341-20-180-001-0-000 County Records Management | 1,890.72 | 1,890.44 ~~1,890.72~~ |
| **1238 - County Records Management and Preservation** | **1,890.72** | **1,890.72** |
| 1237-341-10-180-000-0-000 CC - Rec. Mgmt Preserv. Fees | 4,161.39 | 4,161.39 |
| **1237 - County Clerk Records Management and** | **4,161.39** | **4,161.39** |
| 1200-351-10-180-000-0-000 CC - Fines | 62,370.70 | 62,370.70 |
| **1200 - Road and Bridge Countywide** | **62,370.70** | **62,370.70** |
| **1239 - Court Reporter Service** | **0.00** | **0.00** |
| 1240-341-10-180-001-0-000 CC - Juv. Defing. Prevention | 103.89 | 103.89 |
| **1240 - Juvenile Delinquency Prevention** | **103.89** | **103.89** |
| 1241-341-10-180-001-0-000 Courthouse Security Fund | 726.05 | 726.02 ~~726.05~~ |
| **1241 - Courthouse Security** | **726.05** | **726.05** |
| **1247 - Law Library Fee** | **0.00** | **0.00** |
| 1255-341-10-180-000-0-000 CC/DC Crt Tech - CC Fee | 968.20 | 968.16 ~~968.20~~ |

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X2-2

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range: 01/01/2016 - 01/31/2016 Sorted by: By receipt number Tills: CC - COL - Criminal Adjustment,CC - Daniela Blanco,CC - Jason Rohr,CC - Juan

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

Criminal

| Fund and GL Account Summary | Totals | Fee Totals |
|---|---|---|
| 1255 - County and District Court Technology Fund | 968.20 | 968.20 |
| 1225-341-10-080-000-0-000 Pre-Trial Interv Program-DA | 22,250.00 | 22,250.00 |
| 1225 - Pre-Trial Intervention Program | 22,250.00 | 22,250.00 |

X1; X2-3a; X3

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COUNTY AUDITOR
2016 FEB 19 AM 10:13

X2-3

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range: 01/01/2016 - 01/31/2016 Sorted by: By receipt number Tills: Alejandra Zapata,Alma Navarro,Anna Smith,Bersy Sanchez,CC Adjustment,Clari

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

| | Totals | Fee Totals |
|---|---|---|
| Total Receipts | 178,360.95 | 179,005.95 X7-1<br>~~178,360.95~~<br>(1,372.00) X7-2 |
| Total Adjustments Impacting Receipts | (740.00) | ~~(740.00)~~<br>177,633.95 X7-2; X6; X3-1 |
| Final Fee Code Totals | 177,620.95 | ~~177,620.95~~ |

Hidalgo County Clerk

2016 Civil and Probate Court Cost

| | |
|---|---|
| **Less Refunds:** | $ 715.00 X2-2 |
| **Due Treasurer:** | ~~$176,905.95~~<br>$ 176,918.95 X5-2; X |

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 2.19.16

For the Month of January 2016

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

RECEIVED BY COUNTY AUDITOR 2016 FEB 19

County Clerk

February 18, 2016.

Date

X2

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range: 01/01/2016 - 01/31/2016 Sorted by: By receipt number Tills: Alejandra Zapata,Alma Navarro,Anna Smith,Bersy Sanchez,CC Adjustment,Clari

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

Civil Probate or Mental Health Family

| | Totals | | Fee Totals | |
|---|---|---|---|---|
| Fee Code Totals for All Funds | 177,620.95 | | ~~177,620.95~~ 177633.95 | |
| 1100-341-10-180-002-0-000 County Clerk | 40,827.00 | ✓ | ~~40,827.00~~ 40,842.00 | ∧ X; x3; x2-3a |
| 1100-342-10-180-001-0-000 Sheriff | 4,810.00 | ✓ | 4,810.00 | ∧ X; x3-1; x2-3a |
| 1100-341-10-180-001-0-000 County Judge | 526.00 | ✓ | 526.00 | ∧ X; x3-1; x2-3a |
| 1100-341-10-180-006-0-000 Stenographer | 9,040.00 | ✓ | 9,040.00 | ∧ X; x3-1; x2-3a |
| 1100-341-10-180-008-0-000 Jury - County Clerk | 6,480.00 | ✓ | 6,480.00 | ∧ X; x3-1; x2-3a |
| 1100-341-10-180-007-0-000 Probate Judge Education | 159.00 | ✓ | 159.00 | ∧ X; x3-1; x2-3a |
| 1100-207-20-000-048-0-000 Indigent Civil Legal Services | 4,220.00 | ✓ x2-3a | ∧ X; x3; 4,220.00 | 422 x4-1 ✓ |
| 1100-207-20-000-047-0-000 Probate Indigent Legal Service | 530.00 | ✓ x2-3a | ∧ X; x3; 530.00 | 53 x4-1 ✓ |
| 1100-207-20-000-043-0-000 Judicial Fund / Civil CC Stat | 16,240.00 | ✓ x2-3a | ∧ X; x3-1; 16,240.00 | 406 x4-1 ✓ |
| 1100-207-20-000-055-0-000 Judicial Support Fee | 17,052.00 | ✓ x2-3a | ∧ X; x3-1; 17,052.00 | 406 x4-1 ✓ |
| 1100-207-20-000-042-0-000 Judicial Fund /Probate CC Stat | 2,120.00 | ✓ x2-3a | ∧ X; x3-1; 2,120.00 | 53 x4-1 ✓ |
| 1100-207-20-000-001-0-000 Appellate Judicial System Fund | 2,295.00 | ✓ | 2,295.00 | ∧ X; x3; x2-3a |
| 1100-341-10-080-011-0-000 Dist Attorney BF Commission | 462.40 | ✓ | 462.40 | ∧ X; x3; x2-3a |
| 1100-341-10-180-002-0-000 Registry Administration Fee | 3,482.07 | ✓ | 3,482.07 | ∧ X; x3; x2-3a |
| 1100-207-20-000-037-0-000 Non Disclosure Fee | 112.00 | ✓ x2-3a | ∧ X; x3-1; 112.00 | 4 x4-1 ✓ |
| 1100-361-11-000-006-0-000 Interest Earnings | 2.88 | ✓ | 2.88 | ∧ X; x3; x2-3a |
| 1100-207-20-000-069-0-000 State-Elec Filing Fee | 14,220.00 | ✓ | 14,220.00 | ∧ X; x3; x2-3a |
| 1100-341-10-180-017-0-000 County Clerk EFile Fee | 7,126.00 | ✓ | ~~7,126.00~~ 7,124.00 | ∧ X; x3; x2-3a |
| 1100-341-10-180-019-0-000 County Clerk - Court Facilities | 9,080.00 | ✓ | 9,080.00 | ∧ X; x3; x2-3a |
| **1100 - General Fund** | **138,784.35** | | 138,784.35 | |
| 1238-341-20-180-001-0-000 County Records Management | 4,750.00 | ✓ | 4,750.00 | ∧ X; X1; x3; x2-3a |
| 1238-341-10-180-000-0-000 Co Rec Mgmt/Preserve | 4,590.00 | ✓ | 4,590.00 | ∧ X; x1; x3; x2-3a |

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x2-1

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range 01/01/2016 - 01/31/2016 Sorted by: By receipt number Tills: Alejandra Zapata,Alma Navarro,Anna Smith,Bersy Sanchez,CC Adjustment,Clari

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

Civil Probate or Mental Health Family

| | Totals | | Fee Totals | |
|---|---|---|---|---|
| **1238 - County Records Management and Preservation** | **9,340.00** | | **9,340.00** | |
| 1200-352-10-180-001-0-000 Bond Forfeitures | 5,110.60 | ✓ | 5,110.60 | ∧ X; X1; X3; X2-3a |
| **1200 - Road and Bridge Countywide** | **5,110.60** | | **5,110.60** | |
| 1239-341-10-180-001-0-000 Court Reporter Service Fee | 6,090.00 | ✓ | 6,090.00 | ∧ X; X1; X3; X2-3a |
| **1239 - Court Reporter Service** | **6,090.00** | | **6,090.00** | |
| 1241-341-10-180-001-0-000 Courthouse Security Fund | 2,311.00 | ✓ | 2,311.00 | ∧ X; X1; X3; X2-3a |
| **1241 - Courthouse Security** | **2,311.00** | | **2,311.00** | |
| 1247-341-10-180-001-0-000 Law Library | 14,210.00 | ✓ | 14,210.00 | ∧ X; X1; X2-3a |
| **1247 - Law Library Fee** | **14,210.00** | | **14,210.00** | |
| 1250-341-10-180-001-0-000 SCIG Probate Filing Fee | 1,060.00 | ✓ | ∧ X; X1; X3; X2-3a 1,060.00 | 53 X4-2 X |
| **1250 - Supplemental Court Guardianship** | **1,060.00** | | **1,060.00** | |
| 9900-000-00-000-000-0-000 Refunds/Overpayments Due to | 715.00 | ✓ | 715.00 | ∧ X2; X3-1; X2 3a |
| **9999 - Due to Others** | **715.00** | | **715.00** | |
| **1225 - Pre-Trial Intervention Program** | **0.00** | | **0.00** | |

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COUNTY CLERK
2016 FEB 19 PM 12:53

X2-3

Prepared By: Gricelda Q GQ
Date: 06/15/16 6/15/16

**Hidalgo County Clerk**
**Monthly Report**
**For the Month Ended February 29, 2016**

| | | |
|---|---|---|
| Fee Account | $ | 499,554.20 |
| Criminal Court Cost | $ | 309,946.48 |
| Civil/Probate Court Cost | $ | 180,043.20 |
| Total February 2016 Collections | $ | 989,543.88 |

## COUNTY CLERK MONTHLY FEE REPORT

**FEBRUARY**
**2016**

******COUNTY CLERK FEE ACCOUNT******

PBC

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2016 APR 5 AM 10:19

| | | | |
|---|---|---|---|
| RECORDING FEES/LGC118.013,118.011,212.004,BCC36.10 | | | $133,239.00 X2;X5 |
| MARRIAGE LICENSES/LGC118.018 (TOTAL) | | | $16,135.00 X2;X5 |
| STATE COMPTROLLER | | | |
| MARRIAGE LICENSE | # Filed | 532 | $15,960.00 X;X2;X5 |
| BIRTH CERTIFICATES | # Filed | 435 | $783.00 X;X2;X5 |
| BIRTH DSHS | # Filed | 172 | $314.76 X2;X5 |
| DECLARATION OF INFORMAL MARRIAGE | # Filed | 14 | $175.00 X;X2;X5 |
| UCC-FINANCING STATEMENTS/BCC9.403 | | | $690.00 X2;X5 |
| EARLY CHILHOOD DONATION | | | $20.00 X;X2;X5 |
| VITAL STATISTICS/LGC 118.015 | | | |
| CERTIFIED COPIES/LGC 118.014 | | | $20,013.24 X2;X5 |
| RETURNED CHECK CHARGE/LGC 118.0215 | | | $20.00 X2;X5 |
| REFUNDS | | | X1,710.75 ~~$391.75~~ X2;X5;X3-2 |
| BEER & WINE PERMITS/ABC 61.31 | | | $0.00 |
| PRINTER FEES/ABC 61.38 | | | $0.00 |
| RECEIVED ON ACCOUNT | | | $251,683.00 X2;X3-3b;X5 |
| RCRDS MGMT & PRESERVATION PRGM/LGC 118.0216 | | | $88,830.00 X;X2;X5 |
| DIGITAL IMAGE FEES | | | $2,352.24 X;X2;X5 |
| CC RECORDS ARCHIVES FEE LGC 118.025 | | | $91,450.00 X;X2;X5 |
| COURTHOUSE SECURITY FUND/LGC 291.008 | | | $9,584.00 X;X2;X5 |
| VITAL ARCHIVE FEE HSC 191.0045(h) | | | $1,385.00 X;X2;X5 |
| OVER/(SHORT) | | | $29.00 X2;X5 |
| NEW COURTHOUSE FEE | | | X86,610.00 ~~$86,900.00~~ X;X2;X5 |
| INTEREST EARNED | | | $0.00 |
| ADJUSTMENTS | | | $0.00 |
| TOTAL CHARGES AND COLLECTIONS | | | 720,983.99 ~~$719,954.99~~ X2;X5;X6; |
| LESS | | | |
| CHARGES ON ACCOUNT | | | 219,375.28 ~~$76,827.78~~ X3-3b |
| TOTAL DEPOSITED IN BANK | | | 502,608.71 ~~$643,127.21~~ |
| LESS | | | |
| PRINTERS FEES/ABC 61.38 | | | $0.00 |
| BIRTH DSHS | | | $314.76 X2 |
| REFUNDS | | | 1,710.75 ~~$391.75~~ X2;X3-2 |
| OVER/(SHORT) | | | $29.00 X2 |
| SUBTOTAL | | | 2054.51 ~~$735.51~~ |
| DUE TO TREASURER | | | 499,554.20 ~~$642,891.70~~ X5 |

| DISTRIBUTION | | |
|---|---|---|
| COUNTY CLERK FEES | 1100-341-10-180-002-0-000 | ~~$344,952.46~~ 202,404.96 X4 |
| EARLY CHILDHOOD DONATION | 1100-207-20-000-074-0-000 | $20.00 X;X2 |
| INTEREST EARNED | 1100-361-11-000-006-0-000 | $0.00 |
| RCRDS MGMT & PRESERVATION PRGRM/LGC 118.0216 | 1237-341-10-180-000-0-000 | $88,830.00 X;X2 |
| DIGITAL IMAGE FEES | 1100-341-10-180-013-0-000 | $2,352.24 X;X2 |
| CC RECORDS ARCHIVE FEE LGC 118.025 | 1100-341-10-180-005-0-000 | $91,450.00 X;X2 |
| COURTHOUSE SECURITY FUND/LGC 291.008 | 1241-341-10-180-001-0-000 | $9,584.00 X;X2 |
| COMPTR OF PUBLIC ACCTS-MARR FEES (MONTHLY)/LGC 118.022(a) | 1100-207-20-000-040-0-000 | $15,960.00 X;X2 |
| COMPTR OF PUBLIC ACCTS-BIRTH/DEATH CERT (QUARTERLY)/LGC 118.015(b) | 1100-207-20-000-039-0-000 | $783.00 X;X2 |
| COMPTR OF PUBLIC ACCTS-DECLARATION OF INFORMAL MARRIAGE/LGC 118.022(a) | 1100-207-20-000-041-0-000 | $175.00 X;X2 |
| NEW COURTHOUSE FEE | 1100-341-10-180-019-0-000 | ~~$86,900.00~~ 86,610.00 X;X2 |
| PRESERVATION OF VITAL STATISTICS HSC 191.0045(h) | 1100-341-10-180-010-0-000 | $1,385.00 X;X2 |
| | | 499,554.20 |
| DISTRIBUTION TOTAL | | $0.00 ~~$642,891.70~~ |

COUNTY AUDITOR'S FORM: ARS-CC-002, PART I
REVISED 2004

PREPARED BY: Berenice Alvarado DEPUTY CLERK 4-4-16 DATE

APPROVAL: ARTURO GUAJARDO, JR COUNTY CLERK 4-4-16 DATE

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 4.28.16

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range 02/01/2016 - 02/29/2016 Sorted by By receipt number Tills CC - COL - Criminal Adjustment,CC - Daniela Blanco,CC - Jason Rohr,CC - Juan

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

| | Totals | Fee Totals |
|---|---|---|
| Total Receipts | 310,910.58 | 312,313.58 ~~310,910.58~~ x91 |
| Total Adjustments Impacting Receipts | (669.00) | (1,760.10) ~~(669.00)~~ x9-4 |
| Final Fee Code Totals | 310,241.58 | 310,553.48 ~~310,241.58~~ x8; x9-4 |
| **Less Refunds:** | 669.00 ~~$-48.00~~ | x2-1 ✓ |
| **Due Treasurer:** | **$ ~~310,193.58~~** 309,946.48 | x; x5-5 |

Hidalgo County Clerk

2016 Criminal Court Cost

RECEIVED BY COUNTY AUDITOR
2016 MAR 23 PM

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 4.22.16

For the Month of February 2016

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

County Clerk

March 21, 2016

Date



12

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range: 02/01/2016 - 02/29/2016 Sorted by: By receipt number Tills: CC - COL - Criminal Adjustment,CC - Daniela Blanco,CC - Jason Rohr,CC - Juan

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

**Criminal**

| Fund and GL Account Number | Totals |
|---|---|
| Fee Code Totals for All Funds | **310,241.58** |
| 1100-341-10-180-002-0-000 County Clerk | 18,099.12 |
| 1100-342-10-180-001-0-000 Sheriff | 12,031.46 |
| 1100-341-10-180-006-0-000 Stenographer | 7,736.98 |
| 1100-341-10-180-008-0-000 Jury - County Clerk | 50.38 |
| ~~1100-360-00-000-000-0-000 General Fund Misc Revenues~~ (DEL) | 1,856.38 |
| 1100-207-20-000-005-0-000 Time Payment | 3,292.31 |
| 1100-341-10-180-017-0-000 County Clerk EFile Fee | 1,292.00 |
| 1100-202-00-000-019-0-000 Failure to Appear-Vendor | 970.76 |
| 1100-202-00-000-022-0-000 Refund/Overpmt-CC | 48.00 |
| 1100-207-20-000-015-0-000 Consolidated Court Costs | 32,102.62 |
| 1100-207-20-000-019-0-000 Arrest -DPS | 56.27 |
| 1100-207-20-000-030-0-000 DNA Testing Fee (CCD | 63.25 |
| 1100-207-20-000-035-0-000 State Traffic Fee | 4,480.70 |
| 1100-207-20-000-038-0-000 EMS Trauma Fund (CCP | 14,109.36 |
| 1100-207-20-000-046-0-000 Jud(CR-CC Statutory Court) to | 4,514.12 |
| 1100-207-20-000-053-0-000 Jury Service Fund | 1,192.88 |
| 1100-207-20-000-054-0-000 Judicial Support Fee - State | 2,071.68 |
| 1100-207-20-000-058-0-000 Drug Court Fee - State (CCP | 9,743.59 |
| 1100-207-20-000-059-0-000 Indigent Defense Representation | 765.23 |
| 1100-207-20-000-061-0-000 Moving Violation Fee | 15.11 |
| 1100-207-20-000-066-0-000 Failure to Appear-State | 3,226.81 |
| 1100-207-20-000-072-0-000 Etec Filing Fee - CR-CC to State | 1,812.62 |

**Fee Totals**

310,241.58

~~18,099.12~~ 18,425.11 ✓ X; X2-3a; X3 ✓

~~12,031.46~~ 12,041.72 ✓ X; X2-3a; X3 ✓

~~7,736.98~~ 7,716.90 ✓ X; X2-3a; X3 ✓

50.38 ✓ X; X2-3a; X3 ✓

~~1,856.38~~ 1,856.38 ✓ X; X2-3a; X3 ✓

(TP) ~~3,292.31~~ 7525.87 ✓ X2-3a; X3-1 ✓

~~1,292.00~~ 1294.00 ✓ X; X2-3a; X3 ✓

~~970.76~~ 970.74 ✓ X; X2-3a; X3 ✓

~~48.00~~ 607.00 ✓ X2-; X2-3a; X3 ✓

~~32,102.62~~ 32,019.26 ✓ X; X2-3a; X3; X6 ✓

~~30.27~~ 30.85 ✓ X; X2-3a; X3 ✓

63.25 ✓ X; X2-3a; X3 ✓

~~4,480.70~~ 4,480.57 ✓ X; X2-3a; X3 ✓

~~14,109.36~~ 14,108.93 ✓ X; X2-3a; X3 ✓

~~4,514.12~~ 4,499.06 ✓ X; X2-3a; X3 ✓

~~1,192.88~~ 1,188.86 ✓ X; X2-3a; X3 ✓

~~2,071.68~~ 2066.26 ✓ X; X2-3a; X3 ✓

~~9,743.59~~ 9743.32 ✓ X; X2-3a; X3 ✓

~~765.23~~ 763.22 ✓ X; X2-3a; X3 ✓

15.11 ✓ X; X2-3a; X3 ✓

~~3,226.81~~ 3,226.73 ✓ X; X2-3a; X3 ✓

~~1,812.62~~ 1,807.60 ✓ X; X2-3a; X3 ✓

Time Payment

50% 3,762.94 X

40% 3,010.35 X

10% 752.58 X

(TP) 7,525.87

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COUNTY AUDITOR
2016 MAR 23 PM 3:53



X2-1

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range: **02/01/2016 - 02/29/2016** Sorted by: **By receipt number** Tills: **CC - COL - Criminal Adjustment,CC - Daniela Blanco,CC - Jason Rohr,CC - Juan**

**County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at**

**Criminal**

| | Totals | Fee Totals |
|---|---|---|
| 1100-341-10-140-051-0-000 Tax A/C Scofflaw - CC | 3,777.47 | 3,777.39 ~~3,777.47~~ |
| 1100-341-10-180-003-0-000 CC Time Payment 10% | 1,599.72 | 0.00 ~~1,599.72~~ |
| 1100-341-10-180-004-0-000 CC - Admin Transaction Fee | 2,728.00 | 2,728.00 |
| 1100-341-10-180-009-0-000 CC - DA Fees | 7,881.79 | 7856.70 ~~7,881.79~~ |
| 1100-341-10-180-012-0-000 CC - Jud. Support Fee (CR) | 230.54 | 229.94 ~~230.54~~ |
| 1100-341-10-180-016-0-000 CC - FTA - Admin Fee | 643.25 | 643.23 ~~643.25~~ |
| 1100-351-20-180-001-0-000 CC - Public Defense | 20,703.15 | 20,703.15 |
| 1100-341-10-180-006-0-000 County Clerk - Court Costs | 448.10 | 448.09 ~~448.10~~ |
| **1100 - General Fund** | **157,543.65** | 157,543.65 |
| 1238-341-20-180-001-0-000 County Records Management | 5,632.82 | 566.23 ~~5,632.82~~ |
| **1238 - County Records Management and Preservation** | **5,632.82** | 5,632.82 |
| 1237-341-10-180-000-0-000 CC - Rec. Mgmt Preserv. Fees | 4,023.93 | 4021.42 ~~4,023.93~~ |
| **1237 - County Clerk Records Management and** | **4,023.93** | 4,023.93 |
| 1200-351-10-180-000-0-000 CC - Fines | 115,808.75 | 115,808.75 |
| **1200 - Road and Bridge Countywide** | **115,808.75** | 115,808.75 |
| **1239 - Court Reporter Service** | **0.00** | 0.00 |
| 1240-341-10-180-001-0-000 CC - Juv. Delinq. Prevention | 54.68 | 54.68 |
| **1240 - Juvenile Delinquency Prevention** | **54.68** | 54.68 |
| 1241-341-10-180-001-0-000 Courthouse Security Fund | 1,160.11 | 1,157.10 ~~1,160.11~~ |
| **1241 - Courthouse Security** | **1,160.11** | 1,160.11 |
| **1247 - Law Library Fee** | **0.00** | 0.00 |
| 1255-341-10-180-000-0-000 CC/DC Crt Tech - CC Fee | 1,517.64 | 1,513.62 ~~1,517.64~~ |

RECEIVED BY
COUNTY AUDITOR
2016 MAR 23 AM 8:28

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range: 02/01/2016 - 02/29/2016 Sorted by: By receipt number Tills: CC - COL - Criminal Adjustment,CC - Daniela Blanco,CC - Jason Rohr,CC - Juan

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

**Criminal**

| | Totals | Fee Totals |
|---|---|---|
| **1255 - County and District Court Technology Fund** | **1,517.64** | **1,517.64** |
| 1225-341-10-080-000-0-000 Pre-Trial Interv Program-DA | 24,500.00 | 24,500.00 |
| **1225 - Pre-Trial Intervention Program** | **24,500.00** | **24,500.00** |

X; X1; X2-3a; X3

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COUNTY AUDITOR
2016 MAR 23 AM

X2-3

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range: 02/01/2016 - 02/29/2016 Sorted by: By receipt number Tills: Alejandra Zapata,Alma Navarro,Anna Smith,Bersy Sanchez,CC Adjustment,Clari

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

| | Totals | Fee Totals |
|---|---|---|
| Total Receipts | 180,756.20 | 180,197.20 ~~180,756.20~~ X7-1 |
| Total Adjustments Impacting Receipts | (94.00) | (94.00) X7-2 |
| Final Fee Code Totals | 180,662.20 | 180,103.20 ~~180,662.20~~ X3-1;X7-2,X6 |
| **Less Refunds:** | 60.00 ~~$ 619.00~~ | X2-2 |
| **Due Treasurer:** | **$ 180,043.20** | X;X5-5 |

Hidalgo County Clerk

2016 Civil and Probate Court Cost

RECEIVED BY
COUNTY AUDITOR
2016 MAR 23 PM 1:13

AUDITED BY: THE HIDALGO
COUNTY AUDITOR'S OFFICE
DATE: 4.18.16

For the Month of February 2016

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

County Clerk

March 21, 2016

Date



X2

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range: 02/01/2016 - 02/29/2016 Sorted by: By receipt number Tills: Alejandra Zapata,Alma Navarro,Anna Smith,Bersy Sanchez,CC Adjustment,Clari

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

Civil Probate or Mental Health Family

| Fund and GL Account Summary | Totals | Fee Totals |
|---|---|---|
| Fee Code Totals for All Funds | 180,662.20 | ~~180,662.20~~ 180,103.20 |
| 1100-341-10-180-002-0-000 County Clerk | 39,315.00 | ✓ 39,315.00 ✓ X;X3 |
| 1100-342-10-180-001-0-000 Sheriff | 5,425.00 | ✓ 5,425.00 ✓ X;X3-1 |
| 1100-341-10-180-001-0-000 County Judge | 568.00 | ✓ 568.00 ✓ X;X3 |
| 1100-341-10-180-006-0-000 Stenographer | 10,060.00 | ✓ 10,060.00 ✓ X;X3-1 |
| 1100-341-10-180-008-0-000 Jury - County Clerk | 7,000.00 | ✓ 7,000.00 ✓ X;X3 |
| 1100-341-10-180-007-0-000 Probate Judge Education | 162.00 | ✓ 162.00 ✓ X;X3-1 |
| 1100-207-20-000-048-0-000 Indigent Civil Legal Services | 4,725.00 | ✓ X;X3 ✓ 4,725.00 472@ $10 ; 1 @ $5 X4-1 ✓ |
| 1100-207-20-000-047-0-000 Probate Indigent Legal Service | 540.00 | ✓ X;X3 ✓ 540.00 54 X4-1 ✓ |
| 1100-207-20-000-043-0-000 Judicial Fund / Civil CC Stat | 18,120.00 | ✓ X;X3-1 ✓ 18,120.00 453 X4-1 ✓ |
| 1100-207-20-000-055-0-000 Judicial Support Fee | 19,026.00 | ✓ X;X3-1 ✓ 19,026.00 453 X4-1 ✓ |
| 1100-207-20-000-042-0-000 Judicial Fund /Probate CC Stat | 2,160.00 | ✓ X;X3-1 ✓ 2,160.00 54 X4-1 ✓ |
| 1100-207-20-000-001-0-000 Appellate Judicial System Fund | 2,535.00 | ✓ 2,535.00 ✓ X;X3 |
| 1100-341-10-180-002-0-000 Registry Administration Fee | 1,005.23 | ✓ 1,005.23 ✓ X;X3 |
| 1100-207-20-000-037-0-000 Non Disclosure Fee | 84.00 | ✓ X;X3-1 ✓ 84.00 3 X4-1 ✓ |
| 1100-361-11-000-006-0-000 Interest Earnings | 2.97 | ✓ 2.97 ✓ X;X3 |
| 1100-207-20-000-069-0-000 State-Elec Filing Fee | 15,780.00 | ✓ 15,780.00 ✓ X;X3 |
| 1100-341-10-180-017-0-000 County Clerk EFile Fee | 6,930.00 | ✓ 6,930.00 ✓ X;X3 |
| 1100-341-10-180-019-0-000 County Clerk - Court Facilities | 10,000.00 | ✓ 10,000.00 ✓ X;X3 |
| 1100 - General Fund | 143,438.20 | 143,438.20 |
| 1238-341-20-180-001-0-000 County Records Management | 5,265.00 | ✓ 5,265.00 ✓ X;X1;X3-1 |
| 1238-341-10-180-000-0-000 Co Rec Mgmt/Preserve | 5,060.00 | ✓ 5,060.00 ✓ X;X1;X3 |
| 1238 - County Records Management and Preservation | 10,325.00 | 10,325.00 |

RECEIVED BY
COUNTY
2016 MAR 23



X2-1

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range: 02/01/2016 - 02/29/2016 Sorted by: By receipt number Tills: Alejandra Zapata,Alma Navarro,Anna Smith,Bersy Sanchez,CC Adjustment,Clark

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

Civil Probate or Mental Health Family

| | Totals | | Fee Totals | |
|---|---|---|---|---|
| 1239-341-10-180-001-0-000 Court Reporter Service Fee | 6,795.00 | ✓ | 6,795.00 | ✓ X;X1;X3 |
| 1239 - Court Reporter Service | 6,795.00 | | 6,795.00 | |
| 1241-341-10-180-001-0-000 Courthouse Security Fund | 2,555.00 | ✓ | 2,555.00 | ✓ X;X1;X3 |
| 1241 - Courthouse Security | 2,555.00 | | 2,555.00 | |
| 1247-341-10-180-001-0-000 Law Library | 15,850.00 | ✓ | 15,850.00 | ✓ X;X1;X3-1 |
| 1247 - Law Library Fee | 15,850.00 | | 15,850.00 | |
| 1250-341-10-180-001-0-000 SCIG Probate Filing Fee | 1,080.00 | ✓ X;X1;X3-1 | 1,080.00 | 54 X4-2 ✓ |
| 1250 - Supplemental Court Guardianship | 1,080.00 | | 1,080.00 | |
| 9900-000-00-000-000-0-000 Refunds/Overpayments Due to | ~~619.00~~ | ✓ | ~~619.00~~ 60.00 | ✓ X2;X3-1 |
| 9999 - Due to Others | 619.00 | | 619.00 | |
| 1225 - Pre-Trial Intervention Program | 0.00 | | 0.00 | |

RECEIVED BY
COUNTY AUDITOR
2016 MAR 23 AM 7:28

X2-2

Prepared By: Gricelda Quintero GQ
Date: 06/15/16 6/15/16

**Hidalgo County Clerk**
**Monthly Report**
**For the Month Ended March 31, 2016**

| | | |
|---|---|---|
| Fee Account | $ | 522,076.26 |
| Criminal Court Cost | $ | 245,452.96 |
| Civil/Probate Court Cost | $ | 260,647.29 |
| Total March 2016 Collections | $ | 1,028,176.51 |

## COUNTY CLERK MONTHLY FEE REPORT

**MARCH**
**2016**

******COUNTY CLERK FEE ACCOUNT******

PBC

RECEIVED BY COUNTY AUDITOR 2016 APR 14 PM 3:13

| | | | |
|---|---|---|---|
| RECORDING FEES/LGC118.013,118.011,212.004,BCC36.10 | | | ✓$155,747.50 ∧X2;X5 |
| MARRIAGE LICENSES/LGC118.018 (TOTAL) | | | ✓$17,092.50 ∧;X2;X5 |
| STATE COMPTROLLER | | | |
| MARRIAGE LICENSE | # Filed | 561 | X $16,830.00 ∧X;X2;X5 |
| BIRTH CERTIFICATES | # Filed | 400 | X $720.00 ∧X;X2;X5 |
| BIRTH DSHS | # Filed | 0 | $0.00 |
| DECLARATION OF INFORMAL MARRIAGE | # Filed | 21 | X $262.50 ∧X;X2;X5 |
| UCC-FINANCING STATEMENTS/BCC9.403 | | | ✓$1,155.00 ∧X2;X5 |
| EARLY CHILHOOD DONATION | | | X $10.00 ∧X;X2;X5 |
| VITAL STATISTICS/LGC 118.015 | | | |
| CERTIFIED COPIES/LGC 118.014 | | | ✓ $20,605.00 ∧X2;X5 |
| RETURNED CHECK CHARGE/LGC 118.0215 | | | ✓ $30.00 ∧X2;X5 |
| REFUNDS | | | X1089.50 ~~$919.50~~ ∧X2;X3-2;X5 |
| BEER & WINE PERMITS/ABC 61.31 | | | $0.00 |
| PRINTER FEES/ABC 61.38 | | | $0.00 |
| RECEIVED ON ACCOUNT | | | ✓$255,533.76 ∧X2;X3-3b;X5 |
| RCRDS MGMT & PRESERVATION PRGM/LGC 118.0216 | | | X $101,620.00 ∧X;X2;X5 |
| DIGITAL IMAGE FEES | | | ✓ $6,017.52 ∧X;X2;X5 |
| CC RECORDS ARCHIVES FEE LGC 118.025 | | | ✓$104,570.00 ∧X;X2;X5 |
| COURTHOUSE SECURITY FUND/LGC 291.008 | | | X $10,917.00 ∧X;X2;X5 |
| VITAL ARCHIVE FEE HSC 191.0045(h) | | | X $1,424.00 ∧X;X2;X5 |
| OVER/(SHORT) | | | ∧($18.00) X2;X5 |
| NEW COURTHOUSE FEE | | | X 98,380.00 ~~$98,550.00~~ ∧X;X2;X5 |
| INTEREST EARNED | | | $0.00 |
| ADJUSTMENTS | | | $0.00 |
| TOTAL CHARGES AND COLLECTIONS | | | $791,986.28 X5;X6;X6-2;✓X2 |
| LESS: | | | |
| CHARGES ON ACCOUNT | | | ✓268,838.52 ~~$93,088.77~~ X3-3b |
| TOTAL DEPOSITED IN BANK | | | ~~$698,897.51~~ #523,147.76 |
| LESS: | | | |
| PRINTERS FEES/ABC 61.38 | | | $0.00 |
| BIRTH DSHS | | | $0.00 |
| REFUNDS | | | ✓1089.50 ~~$919.50~~ ∧X2;X3-2 |
| OVER/(SHORT) | | | ✓ ($18.00) ∧X2 #1071.50 |
| SUBTOTAL | | | ~~$901.50~~ |
| DUE TO TREASURER | | | #522,076.26 X5 ~~$697,996.01~~ ^ |

| DISTRIBUTION: | | | |
|---|---|---|---|
| COUNTY CLERK FEES | 1100-341-10-180-002-0-000 | ~~$367,074.00~~ 181,325.24 ∧✓ |
| EARLY CHILDHOOD DONATION | 1100-207-20-000-074-0-000 | $10.00 ∧X;X2✓ |
| INTEREST EARNED | 1100-361-11-000-006-0-000 | $0.00 |
| RCRDS MGMT & PRESERVATION PRGRM/LGC 118.0216 | 1237-341-10-180-000-0-000 | $101,620.00 ∧X;X2✓ |
| DIGITAL IMAGE FEES | 1100-341-10-180-013-0-000 | $6,017.52 ∧X;X2✓ |
| CC RECORDS ARCHIVE FEE LGC 118.025 | 1100-341-10-180-005-0-000 | $104,570.00 ∧X;X2✓ |
| COURTHOUSE SECURITY FUND/LGC 291.008 | 1241-341-10-180-001-0-000 | $10,917.00 ∧X;X2✓ |
| COMPTR OF PUBLIC ACCTS-MARR FEES (MONTHLY)/LGC 118.022(a) | 1100-207-20-000-040-0-000 | $16,830.00 ∧X;X2✓ |
| COMPTR OF PUBLIC ACCTS-BIRTH/DEATH CERT (QUARTERLY)/LGC 118.015(b) | 1100-207-20-000-039-0-000 | $720.00 ∧X;X2✓ |
| COMPTR OF PUBLIC ACCTS-DECLARATION OF INFORMAL MARRIAGE/LGC 118.022(a) | 1100-207-20-000-041-0-000 | $262.50 ∧X;X2✓ |
| NEW COURTHOUSE FEE | 1100-341-10-180-010-0-000 | ~~$98,550.00~~ 98,380.00 ∧X;X2✓ |
| PRESERVATION OF VITAL STATISTICS HSC 191.0045(h) | 1100-341-10-180-010-0-000 | $1,424.00 ∧X;X2✓ |
| DISTRIBUTION TOTAL: | | $0.00 ~~$697,996.01~~ #522,076.26 ^ |

COUNTY AUDITOR'S FORM: ARS-CC-002, PART I
REVISED 2004

PREPARED BY: MC — MARY CUELLAR, DEPUTY CLERK — 04/14/16 DATE

APPROVAL: ARTURO GUAJARDO, JR. COUNTY CLERK — 04/14/16 DATE

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 60 4.29.16 4/29/16



X1

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range 03/01/2016 - 03/31/2016 Sorted by: By receipt number Tills: CC - COL - Criminal Adjustment,CC - Daniela Blanco,CC - Jason Rohr,CC - Juan

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

| | Totals | Fee Totals |
|---|---|---|
| Total Receipts | 246,174.96 | 246,750.96 ~~246,174.96~~ x9-1 |
| Total Adjustments Impacting Receipts | (577.00) | (1,133.00) ~~(577.00)~~ x9-2 |
| Final Fee Code Totals | 245,597.96 | 245,617.96 ~~245,597.96~~ x3-1; x8; x9-2 |
| **Less Refunds:** | 165.00 ~~$ 145.00~~ | x2-1 ✓ |
| **Due Treasurer:** | **$ 245,452.96** | x; x5-4 |

Hidalgo County Clerk

2016 Criminal Court Cost

RECEIVED
2016 APR 13
COUNTY AUDITOR

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 4.7.16

For the Month of March 2016

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

County Clerk

April 14, 2016

Date

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range: 03/01/2016 - 03/31/2016 Sorted by: By receipt number Tills: CC - COL - Criminal Adjustment,CC - Daniela Blanco,CC - Jason Rohr,CC - Juan

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

**Criminal**

| | Totals | Fee Totals |
|---|---|---|
| Fee Code Totals for All Funds | 245,597.96 | 245,677.96 ~~245,597.96~~ |
| 1100-341-10-180-002-0-000 County Clerk | 13,948.51 | 11,541.78 ~~13,948.51~~ ∧ X ; X2-3a ; X3 ✓ |
| 1100-342-10-180-001-0-000 Sheriff | 8,853.74 | 8,857.85 ~~8,853.74~~ ∧ X ; X2-3a ; X3 ✓ |
| 1100-341-10-180-006-0-000 Stenographer | 5,772.78 | 5,772.69 ~~5,772.78~~ ∧ X ; X2-3a ; X3 ✓ |
| 1100-341-10-180-008-0-000 Jury - County Clerk | 42.97 | 42.97 ∧ X ; X2-3a ; X3 ✓ |
| 1100-207-20-000-027-0-000 Judicial & Court Person. Train | 2.76 | 2.76 ∧ X ; X2-3a ; X3 ; X16 ✓ |
| ~~1100-360-00-000-000-0-000 General Fund-Misc Revenues~~ (DEL) | 3,950.99 | 3,950.99 ∧ X ; X2-3a ; X3 ✓ |
| 1100-207-20-000-007-0-000 Juvenile Crime & Deliquency | 0.70 | 0.70 ∧ X ; X2-3a ; X3 ; X16 ✓ |
| 1100-207-20-000-005-0-000 Time Payment | 3,007.92 | (TP) 6,758.67 ~~3,007.92~~ ∧ X2-3a ; X3-1 ✓ |
| 1100-341-10-180-017-0-000 County Clerk EFile Fee | 1,080.00 | 1,082.00 ~~1,080.00~~ ∧ X ; X2-3a ; X3 ✓ |
| 1100-202-00-000-019-0-000 Failure to Appear-Vendor | 640.21 | 640.21 ∧ X ; X2-3a ; X3 ✓ |
| 1100-202-00-000-022-0-000 Refund/Overpmt-CC | 145.00 | 165.00 ~~145.00~~ ∧ X2 ; X2-3a ; X3 ✓ |
| 1100-207-20-000-009-0-000 Fugitive Apprehension Fund | 6.96 | 6.96 ∧ X ; X2-3a ; X3 ; X16 ✓ |
| 1100-207-20-000-015-0-000 Consolidated Court Costs | 23,815.31 | 23,814.94 ~~23,815.31~~ ∧ X ; X2-3a ; X3 ; X16 ✓ |
| 1100-207-20-000-017-0-000 Crime Victims Comp Fund | 48.61 | 48.61 ∧ X ; X2-3a ; X3 ; X16 ✓ |
| 1100-207-20-000-019-0-000 Arrest -DPS | 37.94 | 33.71 ~~37.94~~ ∧ X ; X2-3a ; X3 ✓ |
| 1100-207-20-000-029-0-000 Correctional Mgmt Inst. of Tex | 0.70 | 0.70 ∧ X ; X2-3a ; X3 ; X16 ✓ |
| 1100-207-20-000-030-0-000 DNA Tesling Fee (CCD | 60.50 | 60.50 ∧ X ; X2-3a ; X3 ✓ |
| 1100-207-20-000-035-0-000 State Traffic Fee | 3,323.71 | 3,323.58 ~~9,323.71~~ ∧ X ; X2-3a ; X3 ✓ |
| 1100-207-20-000-038-0-000 EMS Trauma Fund (CCP | 11,157.73 | 11,157.28 ~~11,157.73~~ ∧ X ; X2-3a ; X3 ✓ |
| 1100-207-20-000-046-0-000 Jud(CR-CC Statutory Court) to | 3,409.52 | 3,409.45 ~~3,409.52~~ ∧ X ; X2-3a ; X3 ✓ |
| 1100-207-20-000-053-0-000 Jury Service Fund | 901.84 | 901.82 ~~901.84~~ ∧ X ; X2-3a ; X3 ✓ |
| 1100-207-20-000-054-0-000 Judicial Support Fee - State | 1,544.46 | 1,544.43 ~~1,544.46~~ ∧ X ; X2-3a ; X3 ✓ |

Time Payment

| | | |
|---|---|---|
| 50% | 3,379.34 | X |
| 40% | 2,703.47 | X |
| 10% | 675.86 | X |
| (TP) | 6,758.67 ✓ | |

RECEIVED
COUNTY CLERK



X2-1

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range: 03/01/2016 - 03/31/2016 Sorted by: By receipt number Tills: CC - COL - Criminal Adjustment,CC - Daniela Blanco,CC - Jason Rohr,CC - Juan

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

**Criminal**

| Fund and GL Account Number | Totals | Fee Totals |
|---|---|---|
| 1100-207-20-000-058-0-000 Drug Court Fee - State (CCP | 8,062.24 | 8,061.97 ~~8,062.24~~ ∧ X ; X2-3a ; X3 ✓ |
| 1100-207-20-000-059-0-000 Indigent Defense Representation | 569.95 | 569.94 ~~569.95~~ ∧ X ; X2-3a ; X3 ✓ |
| 1100-207-20-000-061-0-000 Moving Violation Fee | 11.14 | 11.14 ∧ X ; X2-3a ; X3 ✓ |
| 1100-207-20-000-066-0-000 Failure to Appear-State | 2,134.05 | 2,134.05 ∧ X ; X2-3a ; X3 ✓ |
| 1100-207-20-000-072-0-000 Elec Filing Fee - CR-CC to State | 1,354.25 | 1354.23 ~~1,354.25~~ ∧ X ; X2-3a ; X3 ✓ |
| 1100-341-10-140-051-0-000 Tax A/C Scofflaw - CC | 2,955.15 | 2,955.15 ∧ X ; X2-3a ; X3 ✓ |
| 1100-341-10-180-003-0-000 CC Time Payment 10% | 1,344.20 | 0.00 ~~1,344.20~~ ∧ |
| 1100-341-10-180-004-0-000 CC - Admin Transaction Fee | 2,318.00 | 2,318.00 ∧ X ; X2-3a ; X3 ✓ |
| 1100-341-10-180-009-0-000 CC - DA Fees | 5,812.93 | 5812.96 ~~5,812.93~~ ∧ X ; X2-3a ; X3 ✓ |
| 1100-341-10-180-012-0-000 CC - Jud. Support Fee (CR) | 172.14 | 172.14 ∧ X ; X2-3a ; X3 ✓ |
| 1100-341-10-180-016-0-000 CC - FTA - Admin Fee | 426.86 | 426.86 ∧ X ; X2-3a ; X3 ✓ |
| 1100-351-20-180-001-0-000 CC - Public Defense | 12,409.74 | 12,409.74 ∧ X ; X2-3a ; X3 ✓ |
| 1100-341-10-180-006-0-000 County Clerk - Court Costs | 332.45 | 332.43 ~~332.45~~ ∧ X ; X2-3a ; X3 ✓ |
| **1100 - General Fund** | **119,655.96** | 119,655.96 |
| 1238-341-20-180-001-0-000 County Records Management | 5,033.42 | 5033.31 ~~5,033.42~~ ∧ X ; X1 ; X2-3a ; X3 ✓ |
| **1238 - County Records Management and Preservation** | **5,033.42** | 5,033.42 |
| 1237-341-10-180-000-0-000 CC - Rec. Mgmt Preserv. Fees | 2,173.70 | 2,173.69 ~~2,173.70~~ ∧ X ; X1 ; X2-3a ; X3 ✓ |
| **1237 - County Clerk Records Management and** | **2,173.70** | 2,173.70 |
| 1200-351-10-180-000-0-000 CC - Fines | 93,172.77 | 93,172.67 ~~93,172.77~~ ∧ X ; X1 ; X2-3a ; X3 ✓ |
| **1200 - Road and Bridge Countywide** | **93,172.77** | 93,172.77 |
| 1240-341-10-180-001-0-000 CC - Juv. Delinq. Prevention | 62.08 | 62.08 ∧ X ; X1 ; X2-3a ; X3 ✓ |
| **1240 - Juvenile Delinquency Prevention** | **62.08** | 62.08 |
| 1241-341-10-180-001-0-000 Courthouse Security Fund | 865.82 | 865.81 ~~865.82~~ ∧ X ; X1 ; X2-3a ; X3 ✓ |



X2-2

RECEIVED
COUNTY
2016 APR 13

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range: 03/01/2016 - 03/31/2016 Sorted by: By receipt number Tills: CC - COL - Criminal Adjustment,CC - Daniela Blanco,CC - Jason Rohr,CC - Juan

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

Criminal

| Fund and GS Account Summary | Totals | Fee Totals |
|---|---|---|
| **1241 - Courthouse Security** | **865.82** | **865.82** |
| 1255-341-10-180-000-0-000 CC/DC Crt Tech - CC Fee | 1,134.21 | 1,134.19 ~~1,134.21~~ |
| **1255 - County and District Court Technology Fund** | **1,134.21** | **1,134.21** |
| 1225-341-10-080-000-0-000 Pre-Trial Interv Program-DA | 23,500.00 | 23,500.00 |
| **1225 - Pre-Trial Intervention Program** | **23,500.00** | **23,500.00** |

RECEIVED
COUNTY
2016 APR

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range 03/01/2016 - 03/31/2016 Sorted by: By receipt number Tills Alejandra Zapata,Alma Navarro,Anna Smith,Bersy Sanchez,CC Adjustment,Clari

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

| | Totals | Fee Totals |
|---|---|---|
| Total Receipts | 261,152.29 | ~~261,152.29~~ (127.00) X7-2 |
| Total Adjustments Impacting Receipts | (479.00) | ~~(479.00)~~ |
| Final Fee Code Totals | 260,673.29 | ~~260,673.29~~ 260,647.29 X3-1; X6; X7-2 |

260,774.29 X7-1

Hidalgo County Clerk

2016 Civil and Probate Court Cost

| | |
|---|---|
| **Less Refunds:** | $ 0.00 |
| **Due Treasurer:** | **$ ~~260,673.29~~** 260,647.29 X; X5-4 |

RECEIVED BY: COUNTY AUDITOR 2016 APR 13 PM 3:

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 4/21/16 4/21/16

For the Month of March 2016

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

Arturo Guajardo Jr.

County Clerk

April 14, 2016

Date



Y2

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range: 03/01/2016 - 03/31/2016 Sorted by: By receipt number Tills: Alejandra Zapata,Alma Navarro,Anna Smith,Bersy Sanchez,CC Adjustment,Clari

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

Civil Probate or Mental Health Family

| | Totals | Fee Totals |
|---|---|---|
| Fee Code Totals for All Funds | 260,673.29 | 260,647.29 ~~260,673.29~~ $5,484.30 |
| 1100-341-10-180-002-0-000 County Clerk | 55,510.80 | ~~55,510.80~~ ✓ X; X2-2a; X3 |
| 1100-342-10-180-001-0-000 Sheriff | 7,800.00 | 7,800.00 ✓ X; X2-2a; X3-1 |
| 1100-341-10-180-001-0-000 County Judge | 635.60 | 635.60 ✓ X; X2-2a; X3-1 |
| 1100-341-10-180-006-0-000 Stenographer | 14,840.00 | 14,840.00 ✓ X; X2-2a; X3-1 |
| 1100-341-10-180-008-0-000 Jury - County Clerk | 7,920.00 | 7,920.00 ✓ X; X2-2a; X3-1 |
| 1100-341-10-180-007-0-000 Probate Judge Education | 201.00 | 201.00 ✓ X; X2-2a; X3-1 |
| 1100-207-20-000-048-0-000 Indigent Civil Legal Services | 6,990.00 | ✓ X; X2-2a; X3 6,990.00 \| 699 \| X4-1 ✓ |
| 1100-207-20-000-047-0-000 Probate Indigent Legal Service | 670.00 | ✓ X; X2-2a; X3 670.00 \| 67 \| X4-1 ✓ |
| 1100-207-20-000-043-0-000 Judicial Fund / Civil CC Stat | 27,400.00 | ✓ X; X2-2a; X3-1 27,400.00 \| 685 \| X4-1 ✓ |
| 1100-207-20-000-055-0-000 Judicial Support Fee | 28,770.00 | ✓ X; X2-2a; X 3-1 28,770.00 \| 685 \| X4-1 ✓ |
| 1100-207-20-000-042-0-000 Judicial Fund /Probate CC Stat | 2,680.00 | ✓ X; X2-2a; X3-1 2,680.00 \| 67 \| X4-1 ✓ |
| 1100-207-20-000-001-0-000 Appellate Judicial System Fund | 3,760.00 | 3,760.00 ✓ X; X2-2a; X3 |
| 1100-341-10-080-011-0-000 Dist Attorney BF Commission | 100.20 | 100.20 ✓ X; X2-2a; X3 |
| 1100-341-10-180-002-0-000 Registry Administration Fee | 1,841.43 | 1,841.43 ✓ X; X; X2-2a; X3 |
| 1100-207-20-000-037-0-000 Non Disclosure Fee | 112.00 | ✓ X; X2-2a; X3-1 112.00 \| 4 \| X4-2 ✓ |
| 1100-361-11-000-006-0-000 Interest Earnings | 2.96 | 2.96 ✓ X; X2-2a; X3 |
| 1100-207-20-000-069-0-000 State-Elec Filing Fee | 22,910.00 | 22,910.00 ✓ X; X2-2a; X3 |
| 1100-341-10-180-017-0-000 County Clerk EFile Fee | 8,303.60 | 8,303.60 ✓ X; X2-2a; X3 |
| 1100-341-10-180-019-0-000 County Clerk - Court Facilities | 14,840.00 | 14,840.00 ✓ X; X2-2a; X3 |
| **1100 - General Fund** | 205,287.59 | 205,287.59 |
| 1238-341-20-180-001-0-000 County Records Management | 7,650.00 | 7,650.00 ✓ X; X1; X2-2a; X3-1 |
| 1238-341-10-180-000-0-000 Co Rec Mgmt/Preserve | 7,520.00 | 7,520.00 ✓ X; X1; X2-2a; X3 |

RECEIVED
COUNTY
2016 APR 13

# Receipt Journal by Fund and Fee Code

TXHIDALGOPROD

Transaction Date Range 03/01/2016 - 03/31/2016 Sorted by: By receipt number Tills: Alejandra Zapata,Alma Navarro,Anna Smith,Bersy Sanchez,CC Adjustment,Clari

County Clerk County Court at Law #1 County Court at Law #2 County Court at Law #4 County Court at Law #5 County Court at Law #6 County Court at Law #7 County Court at

Civil Probate or Mental Health Family

| | Totals | Fee Totals |
|---|---|---|
| 1238 - County Records Management and Preservation | 15,170.00 | 15,170.00 |
| 1200-352-10-180-001-0-000 Bond Forfeitures | 851.70 | 851.70 ✓ x; x1; x2-2a; x3 |
| 1200 - Road and Bridge Countywide | 851.70 | 851.70 |
| 1239-341-10-180-001-0-000 Court Reporter Service Fee | 10,275.00 | 10,275.00 ✓ x; x1; x2-2a; x3 |
| 1239 - Court Reporter Service | 10,275.00 | 10,275.00 |
| 1241-341-10-180-001-0-000 Courthouse Security Fund | 3,774.00 | 3,774.00 ✓ x; x1; x2-2a; x3 |
| 1241 - Courthouse Security | 3,774.00 | 3,774.00 |
| 1247-341-10-180-001-0-000 Law Library | 23,975.00 | 23,975.00 ✓ x; x1; x2-2a; x3-1 |
| 1247 - Law Library Fee | 23,975.00 | 23,975.00 |
| 1250-341-10-180-001-0-000 SCIG Probate Filing Fee | 1,340.00 | ✓ x; x1; x2-2a; x3-1 1,340.00 67 x4-2 ✓ |
| 1250 - Supplemental Court Guardianship | 1,340.00 | 1,340.00 |

RECEIVED
COUNTY CLERK
2016 APR 12 PM 12:07

X2-2

COUNTY OF HIDALGO, TEXAS
SCHEDULE OF RECIPTS AND DEPOSITS FOR THE MONTH OF: April 2016
PRECINCT 2, SANITATION PROGRAM

| | Receipt Date | Receipt # Sequence BEG # | END # | Total Collected | Credit Card Amount (Direct Deposit) | LONE STAR NATIONAL BANK Deposit Amount | Date of Deposit | Deposit Slip Number | COUNTY TREASURER Receipt Date | Receipt Number | Diff on Dates | OVER/ (SHORT) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1-Apr | 222-02904 | 222-02909 | $ 150.00 | $ 50.00 | $ 100.00 | 4/1/2016 | 222 00298 | 4/6/2016 | 197020 | -5 | $ - |
| 2 | 2-Apr | CLOSED | | | | | | 222 | | | 0 | $ - |
| 3 | 3-Apr | CLOSED | | | | | | 222 | | | 0 | $ - |
| 4 | 4-Apr | 222-02910 | 222-02923 | $ 525.00 | $ 25.00 | $ 500.00 | 4/4/2016 | 222 00299 | 4/6/2016 | 197021 | -2 | $ - |
| 5 | 5-Apr | 222-02924 | 222-02935 | $ 450.00 | $ 125.00 | $ 325.00 | 4/5/2016 | 222 00300 | 4/11/2016 | 197171 | -6 | $ - |
| 6 | 6-Apr | 222-02936 | 222-02944 | $ 350.00 | $ 200.00 | $ 150.00 | 4/7/2016 | 222 00301 | 4/11/2016 | 197172 | -4 | $ - |
| 7 | 7-Apr | 222-02945 | 222-02951 | $ 200.00 | $ - | $ 200.00 | 4/7/2016 | 222 00302 | 4/13/2016 | 197252 | -6 | $ - |
| 8 | 8-Apr | 222-02952 | 222-02960 | $ 275.00 | $ 25.00 | $ 250.00 | 4/11/2016 | 222 00303 | 4/15/2016 | 197357 | -4 | $ - |
| 9 | 9-Apr | CLOSED | | | | | | 222 | | | 0 | $ - |
| 10 | 10-Apr | CLOSED | | | | | | 222 | | | 0 | $ - |
| 11 | 11-Apr | 222-02961 | 222-02965 | $ 200.00 | $ 25.00 | $ 175.00 | 4/11/2016 | 222 00304 | 4/15/2016 | 197358 | -4 | $ - |
| 12 | 12-Apr | 222-02966 | 222-02972 | $ 425.00 | $ - | $ 425.00 | 4/12/2016 | 222 00305 | 4/15/2016 | 197359 | -3 | $ - |
| 13 | 13-Apr | 222-02973 | 222-02974 | $ 75.00 | $ - | $ 75.00 | 4/14/2016 | 222 00306 | 4/18/2016 | 197413 | -4 | $ - |
| 14 | 14-Apr | 222-02975 | 222-02982 | $ 350.00 | $ - | $ 850.00 | 4/14/2016 | 222 00307 | 4/18/2016 | 197414 | -4 | $ - |
| 15 | 15-Apr | 222-02983 | 222-02992 | $ 400.00 | $ 100.00 | $ 300.00 | 4/15/2016 | 222 00308 | 4/18/2016 | 197415 | -3 | $ - |
| 16 | 16-Apr | CLOSED | | | | | | 222 | | | 0 | $ - |
| 17 | 17-Apr | CLOSED | | | | | | 222 | | | 0 | $ - |
| 18 | 18-Apr | 222-02993 | 222-03002 | $ 425.00 | $ 100.00 | $ 325.00 | 04/19/2016 | 222 00309 | 4/22/2016 | 197580 | -3 | $ - |
| 19 | 19-Apr | 222-03003 | 222-03008 | $ 175.00 | $ 50.00 | $ 125.00 | 4/19/2016 | 222 00310 | 4/22/2016 | 197581 | -3 | $ - |
| 20 | 20-Apr | 222-03009 | 222-03011 | $ 75.00 | $ - | $ 75.00 | 4/21/2016 | 222 00311 | 4/28/2016 | 197783 | -7 | $ - |
| 21 | 21-Apr | 222-03012 | 222-03024 | $ 600.00 | $ 100.00 | $ 500.00 | 4/21/2016 | 222 00312 | 4/28/2016 | 197784 | -7 | $ - |
| 22 | 22-Apr | 222-03025 | 222-03040 | $ 700.00 | $ - | $ 700.00 | 4/22/2016 | 222 00313 | 4/29/2016 | 197785 | -7 | $ - |
| 23 | 23-Apr | CLOSED | | | | | | 222 | | | 0 | $ - |
| 24 | 24-Apr | CLOSED | | | | | | 222 | | | 0 | $ - |
| 25 | 25-Apr | 222-03041 | 222-03046 | $ 300.00 | $ - | $ 300.00 | 4/25/2016 | 222 00314 | 4/29/2016 | 197786 | -4 | $ - |
| 26 | 26-Apr | 222-03047 | 222-03055 | $ 625.00 | $ 50.00 | $ 575.00 | 4/26/2016 | 222 00315 | 4/29/2016 | 197787 | -3 | $ - |
| 26 | 27-Apr | 222-03056 | 222-03057 | $ 125.00 | $ - | $ 125.00 | 4/27/2016 | 222 00316 | 4/29/2016 | 197788 | -2 | $ - |
| 27 | 28-Apr | 222-03058 | 222-03064 | $ 325.00 | $ 25.00 | $ 300.00 | 4/28/2016 | 222 00317 | 5/4/2016 | 197975 | -6 | $ - |
| 29 | 29-Apr | 222-03065 | 222-03073 | $ 375.00 | $ - | $ 375.00 | 4/29/2016 | 222 00318 | 5/4/2016 | 197976 | -5 | $ - |
| 30 | 30-Apr | CLOSED | | | | | | 222 | | | 0 | $ - |
| 31 | 1-May | | | | | | | 222 | | | 0 | $ - |
| | | TOTALS | | $ 7,125.00 | $ 875.00 | $ 6,250.00 | | | | | | $ - |

| | |
|---|---|
| TOTAL AMOUNT DUE TO GENERAL FUND---------1100-322-70-122-000-0-000---------- | $ 7,125.00 |
| LESS: TOTAL AMOUNT REMITTED TO GENERAL FUND (DIRECT DEPOSIT)---------- | $ 875.00 |
| TOTAL FUNDS DUE TO THE COUNTY TREASURER---------- | $ 6,250.00 |

PREPARED BY: Rolinda Martinez

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

Erika Zamora
APPROVED BY

5-11-16
DATE

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

Y AUDITOR'S FORM: RE-PCT 2-005 REVISED 12/2014

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 5/26/16

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

*HIDALGO COUNTY AUDITOR'S OFFICE*
*Hidalgo County Administration Building*
*2808 South Business Highway 281*
*Edinburg, Texas 78539-6243*
*PHONE: (956) 318-2511*
*FAX: (956) 318-2577*
*WEBSITE: www.co.hidalgo.tx.us/auditor*

June 7, 2016

The Honorable Eduardo Cantu
Hidalgo County Commissioner Precinct No. 2
300 W. Hall Acres Suite G
Pharr, Texas 78577

Re: Review of the Precinct 2 Sanitation Program *Monthly Fees Report* and Supporting Documentation For the Month of April 2016

Dear Commissioner Cantu:

We conducted a limited scope review of the Precinct 2 Sanitation Program *Monthly Fees Report* and all supporting documentation for the month of April 2016 pursuant to Local Government Code §115.002 (a). and §115.002 (b). The objective of the review was to determine if fees collected were properly accounted and reported.

**Scope:**
The scope of our review was limited to collections reported on the *Monthly Fees Report* for the month of April 2016. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable statutes and fee schedules. The following procedures were performed:

- Reviewed the submittal date of the *Monthly Fees Report* and applicable supporting documentation to the County Auditor's Office to determine if the report and applicable supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001 (b).
- Verified the signature on the *Monthly Fees Report* to ensure that the report was signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Monthly Fees Report* by footing and cross-footing the report.
- Reviewed receipts issued to determine if proper fee amounts were collected and reported.
- Verified that receipts and permits issued followed a sequential order.
- Verified that procedures for voided receipts and voided permits were properly followed.

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

- Reviewed *Cashier's Daily Close-Out Reports/Daily Remittance Forms (Close-Out Report)* to determine whether fees collected were properly accounted & deposited with the financial institution on a daily basis.
- Verified that the collections per the *Monthly Fees Report* agreed to total receipts issued and the deposits made with the County Treasurer and the financial institution.
- Verified the *Close-Out Report Forms* and *Monthly Fees Report* were properly completed.

**Conclusion:**
Total collections for the month of April 2016 were $7,125.00. Based on the results of our review, we have concluded that fees collected were generally properly accounted and reported

If you should have any questions, please do not hesitate to call Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext. 4651, or Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, ext 4668, or me at ext 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

PBC

**COUNTY OF HIDALGO, TEXAS**
**SCHEDULE OF RECIPTS AND DEPOSITS FOR THE MONTH OF: Apr-16**
**PRECINCT 4, SANITATION PROGRAM**

| | Receipt Date | Receipt # Sequence BEG # | Receipt # Sequence END # | Total Collected | Credit Card Amount (Direct Deposit) | LONE STAR NATIONAL BANK Deposit Amount | Date of Deposit | Deposit Slip Number | COUNTY TREASURER Receipt Amount | Receipt Date | Receipt Number | Diff on Dates | OVER/ (SHORT) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1-Apr | 242-17370 | 242-17439 | $ 2,200.00 | $ 275.00 | $ 1,925.00 | 4/4/2016 | 242 328 | $ 2,200.00 | 4/8/2016 | 197101 | -4 | $ - |
| 2 | 2-Apr | 242-17440 | 242-17449 | $ 400.00 | $ - | $ 400.00 | 4/4/2016 | 242 329 | $ 400.00 | 4/8/2016 | 197110 | -4 | $ - |
| 3 | 3-Apr | SUNDAY | | | | | | 242 | | | | 0 | $ - |
| 4 | 4-Apr | 242-17450 | 242-17526 | $ 2,400.00 | $ 450.00 | $ 1,950.00 | 4/5/2016 | 242 330 | $ 2,400.00 | 4/8/2016 | 197106 | -3 | $ - |
| 5 | 5-Apr | 242-17527 | 242-17585 | $ 2,000.00 | $ 375.00 | $ 1,625.00 | 4/6/2016 | 242 331 | $ 2,000.00 | 4/8/2016 | 197112 | -2 | $ - |
| 6 | 6-Apr | 242-17586 | 242-17629 | $ 1,325.00 | $ 175.00 | $ 1,150.00 | 4/7/2016 | 242 332 | $ 1,325.00 | 4/15/2016 | 197332 | -8 | $ - |
| 7 | 7-Apr | 242-17630 | 242-17671 | $ 1,400.00 | $ 375.00 | $ 1,025.00 | 4/8/2016 | 242 333 | $ 1,400.00 | 4/15/2016 | 197333 | -7 | $ - |
| 8 | 8-Apr | 242-17672 | 242-17727 | $ 1,900.00 | $ 325.00 | $ 1,575.00 | 4/11/2016 | 242 334 | $ 1,900.00 | 4/15/2016 | 197334 | -4 | $ - |
| 9 | 9-Apr | 242-17729 | 242-17730 | $ 50.00 | $ - | $ 50.00 | 4/11/2016 | 242 335 | $ 50.00 | 4/15/2016 | 197335 | -4 | $ - |
| 10 | 10-Apr | SUNDAY | | | | | | 242 | | | | 0 | $ - |
| 11 | 11-Apr | 242-17731 | 242-17799 | $ 2,300.00 | $ 275.00 | $ 2,025.00 | 4/13/2016 | 242 336 | $ 2,300.00 | 4/15/2016 | 197336 | -2 | $ - |
| 12 | 12-Apr | 242-17800 | 242-17840 | $ 1,575.00 | $ 300.00 | $ 1,275.00 | 4/13/2016 | 242 337 | $ 1,575.00 | 4/15/2016 | 197337 | -2 | $ - |
| 13 | 13-Apr | 242-17841 | 242-17880 | $ 1,275.00 | $ 450.00 | $ 825.00 | 4/14/2016 | 242 338 | $ 1,275.00 | 4/19/2016 | 197435 | -5 | $ - |
| 14 | 14-Apr | 242-17881 | 242-17932 | $ 2,075.00 | $ 425.00 | $ 1,650.00 | 4/14/2016 | 242 339 | $ 2,075.00 | 4/19/2016 | 197436 | -5 | $ - |
| 15 | 15-Apr | 242-17933 | 242-17980 | $ 1,725.00 | $ 300.00 | $ 1,425.00 | 4/18/2016 | 242 340 | $ 1,725.00 | 4/19/2016 | 197437 | -1 | $ - |
| 16 | 16-Apr | 242-17981 | 242-17989 | $ 275.00 | $ 100.00 | $ 175.00 | 4/18/2016 | 242 341 | $ 275.00 | 4/19/2016 | 197438 | -1 | $ - |
| 17 | 17-Apr | SUNDAY | | | | | | 242 | | | | 0 | $ - |
| 18 | 18-Apr | 242-17990 | 242-18046 | $ 2,150.00 | $ 325.00 | $ 1,825.00 | 4/19/2016 | 242 342 | $ 2,150.00 | 4/20/2016 | 197520 | -1 | $ - |
| 19 | 19-Apr | 242-18047 | 242-18081 | $ 975.00 | $ 200.00 | $ 775.00 | 4/20/2016 | 242 343 | $ 975.00 | 4/22/2016 | 197567 | -2 | $ - |
| 20 | 20-Apr | 242-18082 | 242-18115 | $ 1,150.00 | $ 200.00 | $ 950.00 | 4/21/2016 | 242 344 | $ 1,150.00 | 4/22/2016 | 197579 | -1 | $ - |
| 21 | 21-Apr | 242-18116 | 242-18143 | $ 875.00 | $ 125.00 | $ 750.00 | 4/22/2016 | 242 345 | $ 875.00 | 4/28/2016 | 197770 | -6 | $ - |
| 22 | 22-Apr | 242-18144 | 242-18203 | $ 1,825.00 | $ 150.00 | $ 1,675.00 | 4/25/2016 | 242 346 | $ 1,825.00 | 4/28/2016 | 197771 | -3 | $ - |
| 23 | 23-Apr | 242-18204 | 242-18215 | $ 575.00 | $ 175.00 | $ 400.00 | 4/25/2016 | 242 347 | $ 575.00 | 4/28/2016 | 197772 | -3 | $ - |
| 24 | 24-Apr | SUNDAY | | | | | | 242 | | | | 0 | $ - |
| 25 | 25-Apr | 242-18216 | 242-18276 | $ 2,325.00 | $ 275.00 | $ 2,050.00 | 4/27/2016 | 242 348 | $ 2,325.00 | 4/28/2016 | 197773 | -1 | $ - |
| 26 | 26-Apr | 242-18277 | 242-18309 | $ 1,025.00 | $ 375.00 | $ 650.00 | 4/27/2016 | 242 349 | $ 1,025.00 | 4/28/2016 | 197774 | -1 | $ - |
| 27 | 27-Apr | 242-18310 | 242-18343 | $ 975.00 | $ 250.00 | $ 725.00 | 4/28/2016 | 242 350 | $ 975.00 | 5/4/2016 | 197957 | -6 | $ - |
| 28 | 28-Apr | 242-18344 | 242-18382 | $ 1,175.00 | $ 250.00 | $ 925.00 | 4/29/2016 | 242 351 | $ 1,175.00 | 5/4/2016 | 197958 | -5 | $ - |
| 29 | 29-Apr | 242-18383 | 242-18428 | $ 1,250.00 | $ 275.00 | $ 975.00 | 5/2/2016 | 242 352 | $ 1,250.00 | 5/4/2016 | 197959 | -2 | $ - |
| 30 | 30-Apr | 242-18429 | 242-18434 | $ 225.00 | $ 100.00 | $ 125.00 | 5/2/2016 | 242 353 | $ 225.00 | 5/4/2016 | 197960 | -2 | $ - |
| 31 | 1-May | SUNDAY | | | | | | 242 | | | | 0 | $ - |
| | | TOTALS | | $ 35,425.00 | $ 6,525.00 | $ 28,900.00 | | | $ 35,425.00 | | | | $ - |

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| | |
|---|---|
| TOTAL AMOUNT DUE TO GENERAL FUND--------1100-322-70-124-000-0-000---------- | $ 35,425.00 |
| LESS: TOTAL AMOUNT REMITTED TO GENERAL FUND (COUNTY TREASURER)---------- | $ 35,425.00 |
| OVER/(SHORT)---------- | $ - |

PREPARED BY: _____

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

APPROVED BY _____ DATE 5-13-16

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

COUNTY AUDITOR'S FORM RE-PCT.4-002 REVISED 5/2016

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bms
DATE: 6/1/16

Revised

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COUNTY of HIDALGO



EDINBURG, TEXAS 78539

*HIDALGO COUNTY AUDITOR'S OFFICE*
*Hidalgo County Administration Building*
*2808 South Business Highway 281*
*Edinburg, Texas 78539-6243*
*PHONE: (956) 318-2511*
*FAX: (956) 318-2577*
*WEBSITE: www.co.hidalgo.tx.us/auditor*

June 7, 2016

The Honorable Joseph Palacios
Hidalgo County Commissioner Precinct No. 4
1051 N. Doolittle Rd.
Edinburg, Texas 78542

Re: Review of the Precinct 4 Sanitation Program *Monthly Fee Report* and Supporting Documentation For the month of April 2016

Dear Commissioner Palacios:

We conducted a limited scope review of the Precinct 4 Sanitation Program *Monthly Fee Report* and all supporting documentation for the month of April 2016 pursuant to Local Government Code §115.002 (a) and (b). The objective of the review was to determine if fees collected were properly accounted and reported.

**Scope:**
The scope of our review was limited to collections reported on the *Monthly Fee Report* for the month of April 2016. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable statutes, the *Monthly Fee Report*, and fee schedules. The following procedures were performed:

- Reviewed the submittal date of the *Monthly Fee Report* to the County Auditor's Office to determine if the report was received within five days after the last day of the month pursuant to Local Government Code §114.001 (b).
- Verified the signatures on the *Monthly Fee Report* to ensure that the reports were signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Monthly Fee Report* by footing and cross-footing the report.
- Reviewed receipts issued to determine if proper fee amounts were collected and reported.
- Verified that receipts and permits issued followed a sequential order.
- Verified that procedures for voided receipts and voided permits were properly followed.

- Reviewed *Cashier's Daily Close-Out Reports/Daily Remittance Forms (Close-Out Report)* to determine whether fees collected were properly accounted and deposited with the County Treasurer on a daily basis.
- Verified that the collections per the *Monthly Fee Report* agreed to total receipts issued and the deposits made with the County Treasurer.
- Reviewed receipts issued, *Close-Out Reports* and *Monthly Fee Report* to verify proper completion.

**Conclusion:**
Total collections for the month of April 2016 were $35,425.00. Based on the results of our review, we have concluded that fees collected were properly accounted and reported.

If you should have any questions, please do not hesitate to call Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

# Constable Celestino Avila Jr. Monthly Report

**For the Month Ending** April 2016

| Date | Plaintiff | Defendant | Receipt # | Cause # | Type of Service | In/Out County | Court | Treasurer # | Amount Due |
|---|---|---|---|---|---|---|---|---|---|
| Monday, April 04, 2016 | Andrew Ramirez | Rene Jesus & Dolores Vega | C1-2016-59 | 31S1500433 | Writ of Execution | Out County | Justice Clerk | 197254 | $200.00 |
| Monday, April 18, 2016 | Aaron M. Upchurch | Carlos Alberto Lopez & Zuniga Specialized Carriers, LLC | C1-2016-60 | 2016CVT000621D2 | Citation | Out County | Justice Clerk | 197456 | $75.00 |
| Tuesday, April 19, 2016 | Vega Roofing | Leticia Elizondo | C1-2016-61 | SC16-0133-J12 | Small Claims | In County | Justice Clerk | 197654 | $75.00 |
| Friday, April 22, 2016 | Israel Zapata | Selene Zapata | C1-2016-62 | 201621925 | Citation | In County | District Clerk | 197697 | $75.00 |
| Friday, April 22, 2016 | Israel Zapata | Selene Zapata | C1-2016-63 | 201621925 | Temporary Injunct | In County | Distrck Clerk | 197697 | $100.00 |
| Friday, April 22, 2016 | Lacks Valley Stores | Saul Vasquez | C1-2016-64 | SC15-0301-J22 | Small Claims | In County | Justice Clerk | 197697 | $75.00 |
| Friday, April 22, 2016 | Max Fine Furniture | Rocio Godines | C1-2016-65 | SC16-0144-J12 | Small Claims | In County | Justice Clerk | 197697 | $75.00 |
| Friday, April 22, 2016 | Max Fine Furniture | Raquel C. Sanchez | C1-2016-66 | SC16-0143-J12 | Small Claims | In County | Justice Clerk | 197697 | $75.00 |
| Friday, April 22, 2016 | Max Fine Furniture | Arturo R. Cornejo | C1-2016-67 | SC16-0141-J12 | Small Claims | In County | Justice Clerk | 197697 | $75.00 |
| Friday, April 22, 2016 | Max Fine Furniture | Mary Lou Garcia | C1-2016-68 | SC16-0140-J12 | Small Claims | In County | Justice Clerk | 197697 | $75.00 |



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

*Approved by:* _____ *Constable, Precinct 1*

*Prepared by:* _____ *Administrative Assistant II*

| Date | Plaintiff | Defendant | Receipt # | Cause # | Type of Service | In/Out County | Court | Treasurer # | Amount Due |
|---|---|---|---|---|---|---|---|---|---|
| Friday, April 22, 2016 | Max Fine Furniture | Joe DeLuna Jr | C1-2016-694 | SC16-0138-J12 | Small Claims | IN County | Justice Clerk | 197697 | $75.00 |
| Friday, April 22, 2016 | Max Fine Furniture | Michael Riojas | C1-2016-70 | SC16-0137-J12 | Small Claims | In County | Justice Clerk | 197697 | $75.00 |
| Monday, April 25, 2016 | Carlos Garza | Rosa Marta Gonzalez | C1-2016-71 | SC16-0149-J12 | Small Claims | In County | Justice Clerk | 197725 | $75.00 |
| Wednesday, April 27, 2016 | Jessica Gutierrez | South Coast Vettes & Autos Juan R. Aguilar | C1-2016-72 | 16-SC-00061-JP1-3 | Small Claims | Out County | Justice Clerk | 197977 | $75.00 |
| **Grand Total** | | | | | | | | | **$1,200.00** |

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COUNTY AUDITOR
2016 MAY 16 PM 4 2

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 5/24/16



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

*Approved by:* _____ *Constable, Precinct 1* *Prepared by:* _____ *Administrative Assistant II*

X14

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

June 7, 2016

The Honorable Celestino Avila
Hidalgo County Constable Precinct No. 1
1902 Joe Stephens Blvd. Suite 303
Weslaco, TX 78596

Re: Review of the *Monthly Fees Report* and Supporting Documentation
For the month of April 2016

Dear Constable Avila:

We have conducted a limited scope review of the Constable Precinct No. 1 *Monthly Fees Report* and supporting documentation for the month of April 2016 pursuant to Local Government Code §115.002 (a) and (b) and Code of Criminal Procedure Article 103.011. The objective of the review was to determine if fees collected were properly accounted and reported.

**Scope:**
The scope of our review was limited to collections reported by your office on the *Monthly Fees Report* for the month of April 2016. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable statutes and fee schedules. The following procedures were performed:

- Reviewed the submittal date of the *Monthly Fees Report* to the County Auditor's Office to determine if the report and supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001 (b).
- Verified the signature on the *Monthly Fees Report* to ensure that the report was signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Monthly Fees Report* by footing and cross-footing the report.
- Reviewed receipts issued to determine if proper fee amounts were collected and reported.
- Verified receipts issued followed a sequential order.

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

- Verified that procedures for voided receipts were properly followed.
- Reviewed the *Cashier's Daily Close-Out Report/Daily Remittance Form* to determine whether fees collected were properly accounted and deposited with the County Treasurer on or before the fifth day after the day on which the funds were received.
- Verified that the collections per the *Monthly Fees Report* agreed to total receipts issued and the deposits made with the County Treasurer.
- Reviewed receipts issued, *Cashier's Daily Close-Out Report/Daily Remittance Forms*, and *Monthly Fees Report* to verify proper completion.

**Conclusion:**
Total collections for the month of April 2016 were $1,200.00. Based on the results of our review, we have concluded that generally fees collected were properly accounted and reported.

If you should have any questions, please do not hesitate to contact Letty Chavez, Compliance Audit Supervisor at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, Fist Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

# CONSTABLE MARTIN CANTU MONTHLY REPORT

**For the Month Ending** Apr-16

RECEIVED BY COUNTY AUDITOR 2016 MAY 9 PM 12:15

| DATE | PLAINTIFFS NAME | DEFENDANTS NAME | RECEIPT NUMBER | CAUSE NUMBER | TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC) | OC | IC | Justice Clerk | County Clerk | District Clerk | Other | Const Sale | TREASURER RECEIPT | AMOUNTS DUE TO COUNTY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4/5/2016 | Pilot Travel Centers, LLC | Aerericorp Xpress | 9732-2 | C-1417-16-E | Civil Claims | | X | | | X | | | 197041 | $75.00 |
| 4/11/2016 | Juan De Dios Hernandez | Claudia Vasquez | 9733-2 | 2016-DCL-02351-B | Civil Claims | X | | | | X | | | 197258 | $75.00 |
| 4/12/2016 | Nueces Power Equipment | Jose Francisco Mendoza | 9734-2 | 16-SC-00040-JP1-2 | Small Claims | X | | X | | | | | 197260 | $75.00 |
| 4/13/2016 | Maria A. Duran | Luis Blanco | 9735-2 | LT16-0284-J21 | Fed - Landlord | | X | X | | | | | 197301 | $75.00 |
| 4/20/2016 | Texas Medical Distributors | Rio Bank | 9736-2 | CV37,358 | Writ of Garnishment | X | | | X | | | | 197548 | $80.00 |
| 4/20/2016 | Portfolio Recovery | Veronica Garza | 9737-2 | CL-16-1426-B | Small Claims | | X | | X | | | | 197548 | $75.00 |
| 4/20/2016 | Weslaco ISD | Julia Gutierrez | 9738-2 | T-0407-16-D | Warrant Tax | | X | | | X | | | 197548 | $200.00 |
| 4/20/2016 | Travis County | Emilo Herrera | 9739-2 | J5-CV-14-234-729 | Tax Fee | X | | | | X | | | 197548 | $70.00 |
| 4/21/2016 | Gonzalez Furniture LLC | Enrique Sanchez | 9740-2 | SC16-0056-J21 | Small Claims | | X | X | | | | | 197655 | $150.00 |
| 4/21/2016 | LVNV Funding LLC | Inter National Bank | 9741-2 | DC16-0010 | Writ of Garnishment | X | | X | | | | | 197655 | $80.00 |
| 4/28/2016 | City of Baytown | Pablo Cavazos and David Cavazos | 9742-2 | 2015-21488 | Tax Citation - 2 | X | | | | X | | | 197834 | $150.00 |
| 4/28/2016 | PSJA ISD | Revalou B. Trammarell | 9743-2 | T-1671-09-B | Order of Sale - Levey | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Edinburg ISD | Matias Flores Jr. | 9744-2 | T-068-10-E | Order of Sale - Levey | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | PSJA ISD | Leo Guillen | 9745-2 | T-1310-10-1 | Order of Sale - Levey | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Hidaglo County | Eduardo B. Pena | 9746-2 | T-546-11-J | Order of Sale - Levey | | X | | | X | | | 197834 | $275.00 |
| | | | | | | | | | | | | | Page Total | $2,205.00 |
| | | | | | | | | | | | | | Grand Total | $11,905.00 |

THE COUNTY OF HIDALGO TEXAS

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

Approved by: _____
Constable, Precinct 2

Prepared by: _____

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# CONSTABLE MARTIN CAN MONTHLY REPORT

**For the Month Ending** Apr-16

RECEIVED BY COUNTY AUDITOR 2016 MAY 9 PM 3

| DATE | PLAINTIFF'S NAME | DEFENDANT'S NAME | RECEIPT NUMBER | CAUSE NUMBER | TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC) | OC | IC | Justice Clerk | County Clerk | District Clerk | Const | Const Sale | TREASURER RECEIPT | AMOUNTS DUE TO COUNTY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4/28/2016 | PSJA ISD | Francisco Guarneros Jr. | 9747-2 | T-1020-11-G | Order of Sale - Levy | | X | | | X | | | 197834 | 15 $275.00 |
| 4/28/2016 | PSJA ISD | Leodegario Guillen | 9748-2 | T-1310-10-I | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | PSJA ISD | Rodolfo Aldana | 9749-2 | T-1733-11-G | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Edinburg CISD | Oswaldo Mejia | 9750-2 | T-0323-12-J | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Valley View ISD | Alfonso A. Juarez | 9751-2 | T-0569-12-I | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Hidalfo County | Petra Tamez | 9752-2 | T-0629-12-E | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Edinburg CISD | Hidalgo Publishing | 9753-2 | T-1775-12-B | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Hidalgo County | Juan A. Flores | 9754-2 | T-2554-12-D | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Edinburg CISD | Richard P. Blakley | 9755-2 | T-0444-13-E | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Mercedes ISD | Brad D. Schazz | 9756-2 | T-0450-13-A | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Edinburg CISD | Marissa Coronado | 9757-2 | T-0468-13-B | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Valley View ISD | Nancy G. Flores | 9758-2 | T-0597-13-I | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Edinburg CISD | Emma Cerda | 9759-2 | T-0685-13-I | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Edinburg CISD | Juan A. Arago | 9760-2 | T-1738-13-B | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | PSJA ISD | Adriana Isabel Gonzalez | 9761-2 | T-1764-13-E | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| | | | | | | | | | | | | | Page Total | $4,125.00 |
| | | | | | | | | | | | | | Grand Total | $11,905.00 |

THE COUNTY OF HIDALGO TEXAS

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

Approved by: _____ Constable, Precinct 2

Prepared by: _____



Xla

# CONSTABLE MARTIN CANTU MONTHLY REPORT

## For the Month Ending Apr-16

RECEIVED BY COUNTY AUD...

| DATE | PLAINTIFF'S NAME | DEFENDANT'S NAME | RECEIPT NUMBER | CAUSE NUMBER | TYPE OF SERVICE: OUT OF COUNTY (OC) / IN-COUNTY (IC) | OC | IC | Justice Clerk | County Clerk | District Clerk | Other | Const Sale | TREASURER RECEIPT | AMOUNTS DUE TO COUNTY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4/28/2016 | Edinburg CISD | Martha Alfonso | 9762-2 | T-2322-13-F | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | PSJA ISD | Eva Aguirre | 9763-2 | T-2543-13-D | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Edinburg CISD | Bayview Finanical | 9764-2 | T-2598-13-J | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Mission CISD | Jose Lewis Villalobos | 9765-2 | T-1114-14-D | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Hidalgo County | Noe Bazaldua | 9766-2 | T-1181-14-B | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Mission CISD | Romelia De Elizondo | 9767-2 | T-1194-14-C | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Mission CISD | Higinia C. Ramirez | 9768-2 | T-1245-14-D | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Edinburg CISD | Arnulfo Salinas | 9769-2 | T-1493-14-H | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Mission CISD | Edna Ruth Phillips | 9770-2 | T-1670-14-H | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Sharyland ISD | Ignacio Gonzalez | 9771-2 | T-1679-14-E | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | South Texas College | Maria O. Rodriguez | 9772-2 | T-1743-14-H | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Monte Alto ISD | Diana Torres | 9773-2 | T-1828-14-E | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Hidalgo County | Antonio Mendoza | 9774-2 | T-2027-14-J | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | La Joya ISD | Maria Gonzalez Fonseca | 9775-2 | T-2104-14-B | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Mission CISD | Javier Arcehiga | 9776-2 | T-2106-14-J | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| | | | | | | | | | | | | | Page Total: | $4,125.00 |
| | | | | | | | | | | | | | Grand Total: | $11,905.00 |

THE COUNTY OF HIDALGO TEXAS

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

Approved by: _____
Constable, Precinct 2

Prepared by: _____

County Auditor's Form AS-C-002 Revised: 1/13

# CONSTABLE MARTIN CANTU MONTHLY REPORT

**For the Month Ending** April-16

RECEIVED BY COUNTY AUD

| DATE | PLAINTIFF'S NAME | DEFENDANT'S NAME | RECEIPT NUMBER | CAUSE NUMBER | TYPE OF SERVICE OUT OF COUNTY (OC)/ IN-COUNTY (IC) | OC | IC | Justice Clerk | County Clerk | District Clerk | Other | Const. Sale | TREASURER RECEIPT | AMOUNTS DUE TO COUNTY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4/28/2016 | Progresso ISD | Jose Desiga | 9777-2 | T-2307-14-D | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Edinburg ISD | Lucy Pedroza | 9778-2 | T-2329-14-H | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Mission ISD | Ruben Rivas | 9779-2 | T-0285-15-D | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | La Joya ISD | Maria De Los Angels | 9780-2 | T-0360-15-I | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | Edinburg ISD | Joel D. Jaramillo | 9781-2 | T-1088-15-H | Order of Sale - Levy | | X | | | X | | | 197834 | $275.00 |
| 4/28/2016 | R.L. Kilgore LLC. | Juan Cantu | 9782-2 | 2016-GDC-00138 | Small Claims | X | | X | | | | | 197834 | $75.00 |
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| | | | | | | | | | | | | | Page Total | $1,450.00 |
| | | | | | | | | | | | | | Grand Total | $11,905.00 |

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

Approved by: _____ Constable, Precinct 2

Prepared by: _____

X23

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5/13/16

County Auditor's Form AS-C-002 Revised 1/13

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

June 7, 2016

The Honorable Martin Cantu
Hidalgo County Constable, Precinct 2
300 W. Hall Acres, Ste. E
Pharr, TX 78577

Ref: Review of *Monthly Fees Report* and Supporting Documentation
For the month of April 2016

Dear Constable Cantu:

We have conducted a limited scope review of the Constable Precinct 2 *Monthly Fees Report* and supporting documentation for the month of April 2016 pursuant to Local Government Code § 115.002 (a) and (b) and Code of Criminal Procedure Article 103.011. The objective of the review was to determine if fees collected were properly accounted and reported.

**Scope:**
The scope of our review was limited to collections reported by your office on the *Monthly Fees Report* for the month of April 2016. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable statutes and fee schedules. The following are some of the procedures performed:

- Reviewed the submittal date of the *Monthly Fees Report* to the County Auditor's Office to determine if the report and supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001 (b).
- Verified the signature on the *Monthly Fees Report* to ensure that the report was signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Monthly Fees Report* by footing and cross-footing the reports.
- Reviewed receipts issued to determine if proper fee amounts were collected and reported.
- Verified receipts issued followed a sequential order.
- Verified that procedures for voided receipts were properly followed.
- Reviewed *Cashier's Daily Close-Out Report/Daily Remittance Form* to determine whether fees collected were properly accounted and deposited with the County Treasurer in a timely manner.

- Verified that the collections per the *Monthly Fees Report* agreed to total receipts issued and the deposits made with the County Treasurer.
- Reviewed receipts, *Cashier's Daily Close-Out Report/Daily Remittance Form,* and *Monthly Fees Report* to verify proper completion.

**Conclusion:**
Total collections for the month of April 2016 were $11,905.00. Based on the results of our review, we have concluded that fees collected were generally properly accounted and reported.

If you should have any questions, please do not hesitate to contact Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistance Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

# CONSTABLE PRECINCT 4 MONTHLY REPORT

## For the Month Ending April 2016

| DATE | PLAINTIFF'S NAME | DEFENDANT'S NAME | RECEIPT NUMBER | CAUSE NUMBER | TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC) | OC | IC | Justice Clerk | County Clerk | District Clerk | Other | Const Sale | TREASURER RECEIPT | AMOUNTS DUE TO COUNTY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4/5/2016 | Starfire Distributing, Inc. dba DSI Distributing | Francisco Javier Rodriguez | 10060-4 | JSC3-1648 | Small Claim | X | | X | | | | | 197137 | $75.00 |
| 4/5/2016 | Pallida, LLC Successor In Interest of Dodeka, LLC | Olga E. Amaro | 10061-4 | CL-15-4515-F | Writ of Garnishment | | X | | X | | | | 197137 | $80.00 |
| 4/12/2016 | Motion3 Rehab, LLC | Southern Valley Home Health | 10062-4 | CL-15-0960-F | Subpoena | | X | | X | | | | 197259 | $75.00 |
| 4/12/2016 | Amcase, Inc | Manuel Garza dba TCS Industries | 10063-4 | CL-15-2764-B | Subpoena | | X | | X | | | | 197259 | $75.00 |
| 4/12/2016 | Motion3 Rehab, LLC | Southern Valley Home Health | 10064-4 | CL-15-0960-F | Subpoena | | X | X | | | | | 197259 | $75.00 |
| 4/15/2016 | In The Gaurdianship of | Richard Anthony Roland, Jr. | 10065-4 | C-1-PB-12-000625 | Civil Claim | X | | | X | | | | 197558 | $75.00 |
| 4/27/2016 | Lack's Valley Stores LTD | 1) Rolando Saldana & 2) Lorena Dominguez | 10066-4 | SC15-0057-J22 | Small Claim - 2 | | X | X | | | | | 197759 | $150.00 |
| 4/27/2016 | Gonzalez Furniture Co. | Adolfo Espinoza | 10067-4 | SC16-0058-J21 | Small Claim | | X | X | | | | | 197759 | $75.00 |
| 4/27/2016 | South Texas Health System | Stephanie Lozano | 10068-4 | SC15-0008-J41 | Subpoena | | X | X | | | | | 197759 | $75.00 |
| 4/27/2016 | D.M. Roth, Inc | Christopher W. Vargas dba Track House Records | 10069-4 | CL-15-1121-H | Subpoena | | X | X | | | | | 197759 | $75.00 |
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| | | | | | | | | | | | | | Page Total | $830.00 |
| | | | | | | | | | | | | | Grand Total | $830.00 |

RECEIVED BY COUNTY

PBC

X23

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

Approved by: _____ Constable, Precinct 4

Prepared by: _____ Nayla Muñoz

County Auditor's Form AS-C-002 Revised: 3/01

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: _____
DATE: 5/16/16

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

June 7, 2016

The Honorable Atanacio Gaitan Jr.
Hidalgo County Constable Precinct No. 4
2814 S. Business Highway 281
Edinburg, TX 78539

Re: Review of *Monthly Fees Report* and Supporting Documentation
For the month of April 2016

Dear Constable Gaitan:

We have conducted a limited scope review of the Constable Precinct 4 *Monthly Fees Report* and supporting documentation for the month of April 2016 pursuant to Local Government Code §115.002 (a) and (b) and Code of Criminal Procedure Article 103.011. The objective of the review was to determine if fees collected were properly accounted and reported.

**Scope:**
The scope of our review was limited to collections reported by the Constable Precinct 4 Office on the *Monthly Fees Report* for the month of April 2016. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable statutes, the *Monthly Fees Report*, and fee schedules. The following procedures were performed:

- Reviewed the submittal date of the *Monthly Fees Report* to the County Auditor's Office to determine if the report and supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001 (b).
- Verified the signature on the *Monthly Fees Report* to ensure that the report was signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Monthly Fees Report* by footing and cross-footing the report.
- Reviewed receipts issued to determine if proper fee amounts were collected and reported.
- Verified receipts issued followed a sequential order.

- Verified that procedures for voided receipts were properly followed.
- Reviewed *Cashier's Daily Close-Out Reports/Daily Remittance Forms* to determine whether fees collected were properly accounted and deposited with the County Treasurer on or before the fifth day after the day on which the funds were received.
- Verified that the collections per the *Monthly Fees Report* agreed to total receipts issued and the deposits made with the County Treasurer.
- Reviewed receipts issued, *Cashier's Daily Close-Out Reports/Daily Remittance Forms*, and *Monthly Fees Report* to verify proper completion.

**Conclusion:**
Total collections for the month of April 2016 were $830.00. Based on the results of our review, we have concluded that fees collected were generally properly accounted and reported.

If you should have any questions, please do not hesitate to contact Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

**HIDALGO COUNTY HEALTH DEPARTMENT**
**ENVIRONMENTAL HEALTH DIVISION**
**MONTHLY FEES REPORT**
**FOR THE MONTH OF: APRIL 2016** PBC

## Part I: RECAP OF COLLECTIONS

| | | |
|---|---|---|
| ***A. TOTAL CASH COLLECTED*** | | **$45,815.00** |
| 1. ON-SITE SEWAGE DISPOSAL INSPECTION PERMIT FEES | | |
| a. INSTALLATION PERMIT FEE | | |
| 1. EDINBURG | $16,065.00 X14 | |
| 2. MISSION | $- | |
| 3. WESLACO | $- | |
| | $16,065.00 X14 | |
| b. FINAL INSPECTION PERMIT FEE | | |
| 1. EDINBURG | $11,340.00 X14 | |
| 2. MISSION | $- | |
| 3. WESLACO | $- | |
| | $11,340.00 X10, X14 | |
| 2. RESTAURANT INSPECTION FEE | $17,050.00 X13 | |
| 3. FOOD HANDLER'S CERTIFICATE FEES | $1,360.00 X13 | |
| 4. MOBILE UNIT DECAL FEES | $- | |

X13-X14

**TOTAL AMOUNT DUE TO THE COUNTY TREASURER:** (Should Match Amt in Part II) **$45,815.00**

X13 = X14

## Part II: SUMMARY OF COLLECTIONS REMITTED TO THE CO. TREASURER

| Name of Fee Collected | Fee Amt. | Statute Ref. | # Issued | GL Account Number | Amount Collected |
|---|---|---|---|---|---|
| ***LOCAL FEES*** | | | | | |
| Installation Permit Fee | $75 | HSC § 366.001 (A) | 189 X7 | 1100-345-21-340-000-0-000 | **$14,175.00** X7, X8 |
| Final Inspection Permit Fee | $60 | HSC § 366.001 (A) | 189 X10 | 1100-345-25-340-000-0-000 | **$11,340.00** X10, X11 |
| Restaurant Inspection Fee | $150, $125, $100 | HSC § 437.012 | 170 X3 | 1100-345-22-340-000-0-000 | **$17,050.00** X3 X4 |
| Food Handler's Certificate Fee | $10 | HSC § 438.047 | X13 68 X3 | 1100-345-23-340-001-0-000 | **$1,360.00** X3, X5 |
| Mobile Unit Decal Fee | $5 | HSC § 121.006 (a) | 0 | 1100-345-24-340-000-0-000 | **$-** |
| ***STATE FEES*** | | | | | |
| TCEQ Waste Water Fee | $10 | HSC § 367.010 | 189 X7 | 1100-207-20-000-002-0-000 | **$1,890.00** X7, X9 |
| **TOTAL AMOUNT DUE TO THE COUNTY TREASURER:** | | | | | **$45,815.00** |
| | | | | *variance should = "0"* | - |

X13-X14

RECEIVED BY COUNTY AUDITOR'S OFFICE MAY 13 2016

PREPARED BY — DATE: 5/13/16

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

5/13/16 DATE — Eleazar Ramos HEALTH DEPARTMENT DIRECTOR

This Report is Due in the Office of the County Auditor before the (5th) workday of the following month.

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: [signature] 5/13/16
DATE: 5/13/16

X1

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

June 7, 2016

Mr. Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Heath & Human Services Department
1304 S. 25th Street
Edinburg, Texas 78539

Re: Review of the *Monthly Fees Report* and Supporting Documentation
For the month of April 2016

Dear Mr. Olivarez:

We have conducted a limited scope review of the Environmental Health Division *Monthly Fees Report* and supporting documentation for the month of April 2016 pursuant to Local Government Code §115.002 (a) and (b). The objective of the review was to determine if fees collected were properly accounted and reported.

**Scope:**
The scope of our review was limited to collections reported by your office on the Environmental Health Division *Monthly Fees Report* for the month of April 2016. Our review was not intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvements could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable statutes, the *Monthly Fees Report*, and fee schedules. The following procedures were performed:

- Reviewed the submittal date of the *Monthly Fees Report* to the County Auditor's Office to determine if the report and supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001(b).
- Verified the signature on the *Monthly Fees Report* to ensure that the report was signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Monthly Fees Report* by footing and cross-footing the report.
- Reviewed receipts issued to determine if proper fee amounts were collected and reported.
- Verified that receipts followed sequential order.
- Verified that procedures for voided receipts were properly followed.

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

- Reviewed *Daily Remittance/Close-Out Reports* to determine whether fees collected were properly accounted and deposited with the County Treasurer on or before the fifth day after the day on which the funds were received.
- Verified that the collections per the *Monthly Fees Report* agreed to total receipts issued and the deposits made with the County Treasurer.
- Reviewed receipts issued, *Daily Remittance/Close-Out Reports*, and the *Monthly Fees Report*, among other supporting documentation, to verify proper completion.

**Conclusion:**
Total collections for the month of April 2016 were $45,815.00. Based on the results of our review, we have concluded that fees collected were properly accounted and reported.

If you should have any questions, please do not hesitate to contact Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer
Elizardo Ramos, Environmental Health Services Division Manager

# HIDALGO COUNTY FIRE MARSHAL MONTHLY REPORT
# FOR THE MONTH OF APRIL

| DATE | APPLICANT NAME | RECEIPT NUMBER | Cash | Check | MO | TYPE OF SERVICE | TREASURER RECEIPT | AMOUNT DUE TO COUNTY |
|---|---|---|---|---|---|---|---|---|
| 04/01/16 | MARIA RIVERA | 13033 | X | | | BURN PERMIT | 196894 | $25.00 |
| 04/01/16 | IRMA LABATON | 13034 | X | | | BURN PERMIT | 196894 | $25.00 |
| 04/01/16 | MELVIN SHOWS | 13035 | X | | | BURN PERMIT | 196894 | $25.00 |
| 04/01/16 | NOE CANTU | 13036 | X | | | BURN PERMIT | 196894 | $25.00 |
| 04/01/16 | LEONEL DEANDA | 13037 | X | | | BURN PERMIT | 196894 | $25.00 |
| 04/01/16 | JULIO GONZALEZ | 13038 | X | | | BURN PERMIT | 196894 | $25.00 |
| 04/04/16 | BALDEMAR RODRIGUEZ | 13039 | X | | | BURN PERMIT | 196935 | $25.00 |
| 04/04/16 | VOID | 13040 | | | | VOID | 196935 | $0.00 |
| 04/04/16 | JESUS GARCIA | 13041 | X | | | BURN PERMIT | 196935 | $25.00 |
| 04/04/16 | EDUARDO LOPEZ | 13042 | X | | | BURN PERMIT | 196935 | $25.00 |
| 04/04/16 | ONESIMO ORTIZ | 13043 | X | | | BURN PERMIT | 196935 | $25.00 |
| 04/04/16 | MAIGDALIA FERNANDEZ | 13044 | X | | | BURN PERMIT | 196935 | $25.00 |
| 04/04/16 | MANUEL AMBRIZ | 13045 | X | | | BURN PERMIT | 196935 | $25.00 |
| 04/04/16 | JUANITA PADILLA | 13046 | X | | | BURN PERMIT | 196935 | $25.00 |
| 04/04/16 | MARIA ALVARADO | 13047 | X | | | BURN PERMIT | 196935 | $25.00 |
| 04/04/16 | JOSE RIVERA | 13048 | X | | | BURN PERMIT | 196935 | $25.00 |
| 04/05/16 | DON LONGWELL | 13049 | X | | | COMMERCIAL BURN PERMIT (2) | 197029 | $200.00 |
| 04/05/16 | SOCORRO SANCHEZ | 13050 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | ELENA REYES | 13051 | | X | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | EVARISTO GUERRERO | 13052 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | RUBEN MARQUEZ | 13053 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | SUSAN LITTRELL | 13054 | | X | | BURN PERMIT | 197029 | $25.00 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 04/05/16 | ROSALBA MARTINEZ | 13055 | | X | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | HOMERO MATAMOROS | 13056 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | MIKE BRISNAHAN | 13057 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | MARGARITA ZAMORA | 13058 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | IGNACIO PENA | 13059 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | ADELMIRO AGUIRRE | 13060 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | MARIA GAYTAN | 13061 | | X | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | MARIA ALVARADO | 13062 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | ALONZO PEREZ | 13063 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | MARIA MORENO | 13064 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/06/16 | DOLORES TREVINO | 13065 | X | | | BURN PERMIT | 197031 | $25.00 |
| 04/06/16 | ARTURO LOPEZ | 13066 | X | | | BURN PERMIT | 197031 | $25.00 |
| 04/06/16 | DOMINGO RODRIGUEZ<br>LA KLINIKA | 13067 | | X | | BUSINESS OCCUPANCY | 197031 | $75.00 |
| 04/06/16 | VOID | 13068 | | | | VOID | 197031 | $0.00 |
| 04/06/16 | JUAN LOPEZ | 13069 | X | | | BURN PERMIT | 197031 | $25.00 |
| 04/06/16 | GREGORIO LOPEZ | 13070 | X | | | BURN PERMIT | 197031 | $25.00 |
| 04/06/16 | MARICELA CORRAL<br>MARICELA CORRAL | 13071 | X | | | BUSINESS OCCUPANCY | 197031 | $75.00 |
| 04/06/16 | PEDRO SALDIVAR<br>TORTILLERIA | 13072 | X | | | BUSINESS OCCUPANCY | 197031 | $75.00 |
| 04/06/16 | OVIDIO HINOJOSA | 13073 | X | | | BURN PERMIT | 197031 | $25.00 |
| 04/06/16 | ACTION FIRE PROTECTION<br>TAQUERIA LOS COMPADRES | 13074 | X | | | FIRE PROTECTION SYSTEMS PERMIT | 197031 | $150.00 |
| 04/06/16 | ACTION FIRE PROTECTION<br>TORTILLERIA BERTHA'S | 13075 | X | | | FIRE PROTECTION SYSTEMS PERMIT | 197031 | $150.00 |
| 04/06/16 | JOSE RAMIREZ | 13076 | X | | | BURN PERMIT | 197031 | $25.00 |
| 04/06/16 | NORMA ARGUELLES<br>POLLOS ASADOS EL TRIUNFO | 13077 | X | | | BUSINESS OCCUPANCY | 197031 | $75.00 |
| 04/06/16 | MARIA ESPINOSA<br>PATTY'S | 13078 | X | | | BUSINESS OCCUPANCY | 197031 | $75.00 |
| 04/06/16 | LETICIA ALDRETE<br>ANDREA'S CREATION | 13079 | X | | | BUSINESS OCCUPANCY | 197031 | $75.00 |
| 04/06/16 | ABEL AYALA<br>PARIS BAKERY | 13080 | X | | | BUSINESS OCCUPANCY | 197031 | $75.00 |

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|---|---|---|---|---|---|---|---|---|
| 04/07/16 | RUBEN GOMEZ | 13081 | X | | | BURN PERMIT (2) | 197103 | $50.00 |
| 04/07/16 | MARIO RUIZ | 13082 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | SAYURI CANTU | 13083 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | EDGAR VELA | 13084 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | FRANCISCO GARZA | 13085 | | X | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | JOSEFINA GARCIA | 13086 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | JOSE CANTU | 13087 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | JUAN CURIEL | 13088 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | JUAN PORTES | 13089 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | SAN JUANA REYNA | 13090 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | SERVANDO RODRIGUEZ | 13091 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | JUAN PORTES | 13092 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | ALFONSO DE LUNA | 13093 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | FEDERICO GARZA | 13094 | | X | | BURN PERMIT (2) | 197103 | $50.00 |
| 04/07/16 | JAVIER HERNANDEZ | 13095 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | YOLANDA PEREZ | 13096 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/08/16 | MARIA SANCHEZ | 13097 | X | | | BURN PERMIT | 197191 | $25.00 |
| 04/08/16 | JOSE GARZA | 13098 | X | | | BURN PERMIT | 197191 | $25.00 |
| 04/08/16 | DAVID VILLARREAL<br>EL GALLITO BALLROOM | 13099 | X | | | BURN PERMIT /<br>BUSINESS OCCUPANCY | 197191 | $100.00 |
| 04/08/16 | MIKEL SCHLOTTERBACK | 13100 | | X | | BURN PERMIT | 197191 | $25.00 |
| 04/08/16 | CLIFTON BRISTER | 13101 | X | | | BURN PERMIT | 197191 | $25.00 |
| 04/11/16 | MARTIN CARRIAGA | 13102 | X | | | BURN PERMIT | 197192 | $25.00 |
| 04/11/16 | MIGUEL GONZALEZ | 13103 | X | | | BURN PERMIT | 197192 | $25.00 |
| 04/11/16 | JOSE RODRIGUEZ | 13104 | X | | | BURN PERMIT | 197192 | $25.00 |
| 04/11/16 | ARTURO VASQUEZ | 13105 | X | | | BURN PERMIT | 197192 | $25.00 |
| 04/11/16 | JOEL ELIZONDO | 13106 | X | | | BURN PERMIT | 197192 | $25.00 |

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|---|---|---|---|---|---|---|---|---|
| 04/11/16 | MATTHEW KOENEKE | 13107 | X | | | BURN PERMIT | 197192 | $25.00 |
| 04/11/16 | ERIC ALLEN | 13108 | X | | | BURN PERMIT | 197192 | $25.00 |
| 04/11/16 | SYLVIA SILERIO | 13109 | X | | | BURN PERMIT | 197192 | $25.00 |
| 04/11/16 | SONIA CANTU | 13110 | X | | | BURN PERMIT | 197192 | $25.00 |
| 04/12/16 | ARNOLDO MALDONADO | 13111 | X | | | BURN PERMIT | ✓197286 | $25.00 |
| 04/12/16 | JESSICA AGUILAR | 13112 | X | | | BURN PERMIT | ✓197286 | $25.00 |
| 04/12/16 | MARIA MONTALVO | 13113 | X | | | BURN PERMIT | ✓197286 | $25.00 |
| 04/12/16 | EDUARDO MARTINEZ | 13114 | X | | | BURN PERMIT | ✓197286 | $25.00 |
| 04/12/16 | JUDD FLOWERS | 13115 | X | | | COMMERCIAL BURN PERMIT | ✓197286 | $100.00 |
| 04/12/16 | LUIS BANUELOS | 13116 | | X | | BURN PERMIT | ✓197286 | $25.00 |
| 04/13/16 | NADIA GONZALEZ<br>NADIA GONZALEZ | 13117 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | PAULA VILLANUEVA | 13118 | | X | | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | RUMALDO MUNIZ<br>MUNIZ CAR WASH | 13119 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | ROD RODRIGUEZ | 13120 | | X | | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | LEONICIO R. CASTANEDA | 13121 | X | | | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | MARIO GONZALEZ | 13122 | X | | | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | JAVIER CARRION<br>TAQUERIA MI REY | 13123 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | EFRAIN SANCHEZ<br>BIG DOLLAR STORE | 13124 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | BONIFACIO SAUCEDA | 13125 | X | | | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | ARMANDO AMADOR | 13126 | X | | | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | DIAMANTINA REYNA | 13127 | | | X | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | AMELIA TREVINO<br>FOSTER HOME | 13128 | | X | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | AMELIA TREVINO<br>FOSTER HOME | 13129 | | X | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | DOLORES GONZALEZ | 13130 | X | | | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | MARIA LUISA GONZALEZ | 13131 | X | | | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | THE HONEY TREE<br>LEARNING CENTER | 13132 | | X | | BUSINESS OCCUPANCY | 197287 | $75.00 |

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|---|---|---|---|---|---|---|---|---|
| 04/13/16 | MIREYA MORIN<br>ALOMIR BEAUTY SALON | 13133 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | DAVID VILLARREAL<br>KIDS DRIVE THRU | 13134 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | DANIEL GARCIA<br>HOT DOGS DON DANNY | 13135 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | JORGE RODRIGUEZ<br>TELE PRO COMMUNICATIONS | 13136 | | X | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | CINDY RAMOS<br>HOUSE OF MUSIC ACADEMY | 13137 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | MYRNA ELIZONDO<br>EL TACO MOLOCO | 13138 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | ANNA ELIZONDO<br>FOOD TRAILER | 13139 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | LUCIA ITO<br>APT COMPLEX | 13140 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/14/16 | ROBERT RODRIGUEZ | 13141 | X | | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | ERNESTINA RIVERA | 13142 | | X | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | JOSE TREVINO | 13143 | X | | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | ENRIQUE GUERRERO | 13144 | X | | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | ANDREA LUCIO | 13145 | X | | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | GEORGE MEJIA | 13146 | X | | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | IRMA VALDEZ | 13147 | X | | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | JEREMIAH MARTIN | 13148 | | X | | COMMERCIAL BURN PERMIT | 197348 | $100.00 |
| 04/14/16 | JORGE GONZALEZ | 13149 | X | | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | NORA RENTERIA | 13150 | | X | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | ALEJANDRO VELAZQUEZ | 13151 | X | | | BURN PERMIT | 197348 | $25.00 |
| 04/15/16 | FAUSTINO GONZALEZ | 13152 | X | | | BURN PERMIT | 197394 | $25.00 |
| 04/14/16 | JAVIER CUELLAR | 13153 | X | | | BURN PERMIT | 197348 | $25.00 |
| 04/15/16 | ERIC HERNANDEZ | 13154 | X | | | BURN PERMIT | 197394 | $25.00 |
| 04/15/16 | JOEL GONZALEZ | 13155 | X | | | BURN PERMIT | 197394 | $25.00 |
| 04/15/16 | EDGAR MENDOZA | 13156 | X | | | BURN PERMIT | 197394 | $25.00 |
| 04/15/16 | OMAR SALINAS | 13157 | X | | | BURN PERMIT | 197394 | $25.00 |
| 04/15/16 | FRANCISCO VELASQUEZ | 13158 | X | | | BURN PERMIT | 197394 | $25.00 |

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|---|---|---|---|---|---|---|---|---|
| 04/15/16 | GABRIELA BOKANOS | 13159 | X | | | BURN PERMIT | 197394 | $25.00 |
| 04/15/16 | EDGAR FERNANDEZ | 13160 | | X | | BURN PERMIT | 197394 | $25.00 |
| 04/15/16 | JUAN HERNANDEZ | 13161 | X | | | BURN PERMIT | 197394 | $25.00 |
| 04/15/16 | BLANCA MARTINEZ | 13162 | X | | | BURN PERMIT | 197394 | $25.00 |
| 04/18/16 | TOMAS CUEVAS | 13163 | X | | | BURN PERMIT | 197530 | $25.00 |
| 04/18/16 | JAVIER GARCIA | 13164 | X | | | BURN PERMIT | 197530 | $25.00 |
| 04/18/16 | CANDELARIA BURAGA | 13165 | X | | | BURN PERMIT | 197530 | $25.00 |
| 04/18/16 | BENITO ARISPE | 13166 | X | | | BURN PERMIT | 197530 | $25.00 |
| 04/18/16 | ISRAEL QUINTERO | 13167 | X | | | BURN PERMIT | 197530 | $25.00 |
| 04/18/16 | MARK MCCALEB<br>SACRED PARK CEMETARY | 13168 | | X | | BUILDING PERMIT | 197530 | $200.00 |
| 04/18/16 | JESUS RODRIGUEZ | 13169 | X | | | BURN PERMIT | 197530 | $25.00 |
| 04/18/16 | EZEQUIEL JURADO | 13170 | X | | | BURN PERMIT | 197530 | $25.00 |
| 04/18/16 | JOSE MONTELONGO | 13171 | | X | | BURN PERMIT | 197530 | $25.00 |
| 04/19/16 | JOSE SOLIS JR | 13172 | X | | | BURN PERMIT | 197531 | $25.00 |
| 04/19/16 | JUAN TREVINO | 13173 | X | | | BURN PERMIT | 197531 | $25.00 |
| 04/19/16 | JOSE LUIS RODRIGUEZ | 13174 | X | | | BURN PERMIT | 197531 | $25.00 |
| 04/19/16 | RAUL BALDERAS | 13175 | X | | | BURN PERMIT | 197531 | $25.00 |
| 04/19/16 | JESUS GONZALEZ | 13176 | X | | | BURN PERMIT | 197531 | $25.00 |
| 04/20/16 | JOHN RIGNEY | 13177 | X | | | BURN PERMIT | 197532 | $25.00 |
| 04/20/16 | RIGOBERTO PRUNEDA | 13178 | X | | | BURN PERMIT | 197532 | $25.00 |
| 04/20/16 | CANDELARIO ARTEAGA | 13179 | X | | | BURN PERMIT | 197532 | $25.00 |
| 04/20/16 | MARICELA GONZALEZ | 13180 | X | | | BURN PERMIT | 197532 | $25.00 |
| 04/20/16 | MARIA SANCHEZ<br>LA HACIENDA LOT | 13181 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | JUANA CORONADO<br>CAVASOS SNO CONE | 13182 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | ADRIAN GOMEZ<br>EMSO FURNITURE | 13183 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | JASON ALANIZ<br>OFFICE SPACE | 13184 | | X | | BUILDING PERMIT | 197532 | $200.00 |

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|---|---|---|---|---|---|---|---|---|
| 04/20/16 | MARIA ELENA LUNA<br>MALENAS TAQUERIA | 13185 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | LUCIA TORRES | 13186 | X | | | BURN PERMIT | 197532 | $25.00 |
| 04/20/16 | ROMUALDO HERNANDEZ<br>DE NELLIES REST. | 13187 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | STRIPES LLC<br>STRIPES #2559 | 13188 | | | X | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | GENARO FUENTES<br>107 SMOKE SHOP | 13189 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | CHRIS CANO | 13190 | X | | | COMMERCIAL BURN<br>PERMIT | 197532 | $100.00 |
| 04/20/16 | ELIAS MORALES<br>ROSELIS TORTILLERIA FACTORY | 13191 | | X | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | JUAN RODRIGUEZ<br>HOT DOG STAND | 13192 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | SAUL MARTINEZ<br>TAQUERIA LOS COMPRADES | 13193 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | FUAD TAJA<br>HOT DOG CART | 13194 | | X | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | IMELDA GARZA | 13195 | | X | | BURN PERMIT | 197532 | $25.00 |
| 04/20/16 | FELIX JIMENEZ<br>HENNESEY'S PANERIA | 13196 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | JUAN RODRIGUEZ | 13197 | X | | | BURN PERMIT | 197532 | $25.00 |
| 04/20/16 | RAFAEL RUIZ<br>LORENA'S TAQUERIA | 13198 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | LAURA ELIZONDO | 13199 | X | | | BURN PERMIT | 197532 | $25.00 |
| 04/20/16 | FLORENTINO VASQUEZ<br>EXECUTIVE DRIVE THRU | 13200 | | X | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/21/16 | NEREYDA DIAZ | 13201 | X | | | BURN PERMIT | 197591 | $25.00 |
| 04/21/16 | ERIC NORDHAUSEN | 13202 | | X | | COMMERCIAL BURN<br>PERMIT / BURN PERMIT | 197591 | $125.00 |
| 04/21/16 | ROBERT NAVARRO | 13203 | | X | | BURN PERMIT | 197591 | $25.00 |
| 04/21/16 | GARY JACKSON | 13204 | X | | | DUPLICATE PERMIT | 197591 | $5.00 |
| 04/21/16 | MICHAEL CANO | 13205 | | X | | BURN PERMIT | 197591 | $25.00 |
| 04/21/16 | THOMAS SALINAS<br>SNAK STAND | 13206 | X | | | BUSINESS OCCUPANCY | 197591 | $75.00 |
| 04/22/16 | CINDY GARCIA RIOS | 13207 | X | | | BURN PERMIT | 197623 | $25.00 |
| 04/22/16 | JOHN D. SANTOS | 13208 | | X | | BURN PERMIT | 197623 | $25.00 |
| 04/22/16 | LETICIA SILVIA | 13209 | | X | | BURN PERMIT | 197623 | $25.00 |
| 04/22/16 | MARIA PENA | 13210 | X | | | BURN PERMIT | 197623 | $25.00 |

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|---|---|---|---|---|---|---|---|---|
| 04/22/16 | JUAN GOMEZ | 13211 | X | | | BURN PERMIT | 197623 | $25.00 |
| 04/22/16 | FLORENTINO GOMEZ | 13212 | X | | | BURN PERMIT | 197623 | $25.00 |
| 04/22/16 | JIM DREW | 13213 | X | | | BURN PERMIT | 197623 | $25.00 |
| 04/22/16 | JOSE GALAVIZ | 13214 | X | | | BURN PERMIT | 197623 | $25.00 |
| 04/22/16 | JOSE RANGEL | 13215 | X | | | BURN PERMIT | 197623 | $25.00 |
| 04/25/16 | JESSE SALDANA | 13216 | X | | | BURN PERMIT | 197742 | $25.00 |
| 04/25/16 | NANCY ARNOLD | 13217 | X | | | BURN PERMIT | 197742 | $25.00 |
| 04/25/16 | AMADO BENAVIDES | 13218 | X | | | BURN PERMIT | 197742 | $25.00 |
| 04/26/16 | VICTOR DOMINGUEZ | 13219 | X | | | BURN PERMIT | 197743 | $25.00 |
| 04/26/16 | JESUS PEREZ | 13220 | X | | | BURN PERMIT | 197743 | $25.00 |
| 04/26/16 | JAIME GARZA | 13221 | X | | | BURN PERMIT | 197743 | $25.00 |
| 04/27/16 | RAUL MARTINEZ<br>RAUL'S BURGER HOUSE | 13222 | | X | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | JOSE MARTINEZ | 13223 | X | | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | VIANNEY CRUZ<br>NEW TIME VISIONARY | 13224 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | AURELIANO LERMA<br>CLOTHING STORE | 13225 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | THOMAS HANKA | 13226 | X | | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | ABEL ELIAS AYALA<br>PARIS BAKERY | 13227 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | SANDRA MOSQUEDA | 13228 | | | X | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | LUIS GARZA | 13229 | | X | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | ALONZO SANTIAGO | 13230 | X | | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | ALONZO SANTIAGO | 13231 | X | | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | MARIA GARCIA<br>CLOTHING STORE | 13232 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | JUAN G. VILLARREAL | 13233 | X | | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | NOELIA GONZALEZ | 13234 | | X | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | MARIA E. VALLE<br>MOM & DAD'S DAYCARE | 13235 | | X | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | CESAR BRIONES<br>LA PALMAS FRUIT STAND | 13236 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |

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|---|---|---|---|---|---|---|---|---|
| 04/27/16 | JESUS B. DE LEON<br>TERE TAMALES Y GORDITA | 13237 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | RICARDO G. CAZARES | 13238 | X | | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | CLAUDIA LOPEZ<br>TACO LA JARA | 13239 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | RICK J. GUERCIA | 13240 | X | | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | MISAEL LEAL<br>ANTOJITOS EL TUCANAZO | 13241 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | FELIX DE JESUS<br>FOSTER HOME | 13242 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | FELIX DE JESUS | 13243 | X | | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | BRENDA MUNIZ | 13244 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | JOE BALLENGER | 13245 | X | | | COMMERCIAL BURN PERMIT | 197744 | $100.00 |
| 04/27/16 | ADOLFO ABARCA<br>LA VAQUERA CARNITAS | 13246 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | FRANCISCO MARTINEZ<br>TACO N GANAS | 13247 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/28/16 | ROSIE V RODRIGUEZ<br>WIC STORE | 13248 | X | | | BUSINESS OCCUPANCY | 197880 | $75.00 |
| 04/28/16 | PATRICIO KARR | 13249 | X | | | BURN PERMIT | 197880 | $25.00 |
| 04/28/16 | ENRIQUE GUZMAN | 13250 | | X | | BURN PERMIT | 197880 | $25.00 |
| 04/28/16 | MIGUEL GUTIERREZ | 13251 | X | | | BURN PERMIT | 197880 | $25.00 |
| 04/28/16 | JUAN OCHOA | 13252 | X | | | BURN PERMIT | 197880 | $25.00 |
| 04/28/16 | MARIVEL VALDEZ<br>TAQUERIA BERAKAH | 13253 | X | | | BUSINESS OCCUPANCY | 197880 | $75.00 |
| 04/28/16 | ERIC ALVAREZ<br>LOS ROBLES REST & DRIVE THRU | 13254 | X | | | BUSINESS OCCUPANCY | 197880 | $75.00 |
| 04/28/16 | CLAUDIO VIERA<br>SALON VIERA | 13255 | X | | | BUSINESS OCCUPANCY | 197880 | $75.00 |
| 04/28/16 | ROSALINDA OLIVO | 13256 | | X | | BURN PERMIT | 197880 | $25.00 |
| 04/29/16 | RAY GARCIA | 13257 | X | | | BURN PERMIT | 197881 | $25.00 |
| 04/29/16 | MACIAS SILVERIO | 13258 | X | | | BURN PERMIT | 197881 | $25.00 |
| 04/29/16 | JOSE LUIS MOLINA | 13259 | X | | | BURN PERMIT | 197881 | $25.00 |
| 04/29/16 | BRIGIDO MARMOLEJO | 13260 | X | | | BURN PERMIT | 197881 | $25.00 |
| 04/29/16 | KARINA ALONZO | 13261 | X | | | BURN PERMIT | 197881 | $25.00 |
| 04/29/16 | JOSE HERNANDEZ | 13262 | X | | | BURN PERMIT | 197881 | $25.00 |

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|---|---|---|---|---|---|---|---|---|
| 04/29/16 | EDDIE LOPEZ | 13263 | X | | | BURN PERMIT | 19788 | $25.00 |
| | | | | | | | Grand Total | $9,815.00 |

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

Approved by: _____ 5/23/16 Prepared by: Elizabeth Castro 5-23-16

Fire Marshal — Date — Administrative Assistant — Date

Print Name: Homero Garza

Print Name: Elizabeth Castro

*This report is due in the Office of the County Auditor on or before the fifth (5th) business day after the end of the month.*

County Auditor's Form: ARS-FM-001
Revised 10/04

Revised

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: _____
DATE: 5/24/16

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COUNTY AUD...
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# HIDALGO COUNTY FIRE MARSHAL MONTHLY REPORT
# FOR THE MONTH OF APRIL PBC

| DATE | APPLICANT NAME | RECEIPT NUMBER | Cash | Check | MO | TYPE OF SERVICE | TREASURER RECEIPT | AMOUNTS DUE TO COUNTY |
|---|---|---|---|---|---|---|---|---|
| 04/01/16 | MARIA RIVERA | 13033 | X | | | BURN PERMIT | 196894 | $25.00 |
| 04/01/16 | IRMA LABATON | 13034 | X | | | BURN PERMIT | 196894 | $25.00 |
| 04/01/16 | MELVIN SHOWS | 13035 | X | | | BURN PERMIT | 196894 | $25.00 |
| 04/01/16 | NOE CANTU | 13036 | X | | | BURN PERMIT | 196894 | $25.00 |
| 04/01/16 | LEONEL DEANDA | 13037 | X | | | BURN PERMIT | 196894 | $25.00 |
| 04/01/16 | JULIO GONZALEZ | 13038 | X | | | BURN PERMIT | 196894 | $25.00 |
| 04/04/16 | BALDEMAR RODRIGUEZ | 13039 | X | | | BURN PERMIT | 19635 | $25.00 |
| 04/04/16 | VOID | 13040 | | | | VOID | 19635 | $0.00 |
| 04/04/16 | JESUS GARCIA | 13041 | X | | | BURN PERMIT | 19635 | $25.00 |
| 04/04/16 | EDUARDO LOPEZ | 13042 | X | | | BURN PERMIT | 19635 | $25.00 |
| 04/04/16 | ONESIMO ORTIZ | 13043 | X | | | BURN PERMIT | 19635 | $25.00 |
| 04/04/16 | MAIGDALIA FERNANDEZ | 13044 | X | | | BURN PERMIT | 19635 | $25.00 |
| 04/04/16 | MANUEL AMBRIZ | 13045 | X | | | BURN PERMIT | 19635 | $25.00 |
| 04/04/16 | JUANITA PADILLA | 13046 | X | | | BURN PERMIT | 19635 | $25.00 |
| 04/04/16 | MARIA ALVARADO | 13047 | X | | | BURN PERMIT | 19635 | $25.00 |
| 04/04/16 | JOSE RIVERA | 13048 | X | | | BURN PERMIT | 19635 | $25.00 |
| 04/05/16 | DON LONGWELL | 13049 | X | | | COMMERCIAL BURN PERMIT (2) | 197029 | $200.00 |
| 04/05/16 | SOCORRO SANCHEZ | 13050 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | ELENA REYES | 13051 | X | X | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | EVARISTO GUERRERO | 13052 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | RUBEN MARQUEZ | 13053 | X | | | BURN PERMIT | 197029 | $25.00 |



XI

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|---|---|---|---|---|---|---|---|---|
| 04/05/16 | SUSAN LITTRELL | 13054 | | X | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | ROSALBA MARTINEZ | 13055 | | X | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | HOMERO MATAMOROS | 13056 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | MIKE BRISNAHAN | 13057 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | MARGARITA ZAMORA | 13058 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | IGNACIO PENA | 13059 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | ADELMIRO AGUIRRE | 13060 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | MARIA GAYTAN | 13061 | | X | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | MARIA ALVARADO | 13062 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | ALONZO PEREZ | 13063 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/05/16 | MARIA MORENO | 13064 | X | | | BURN PERMIT | 197029 | $25.00 |
| 04/06/16 | DOLORES TREVINO | 13065 | X | | | BURN PERMIT | 197031 | $25.00 |
| 04/06/16 | ARTURO LOPEZ | 13066 | X | | | BURN PERMIT | 197031 | $25.00 |
| 04/06/16 | DOMINGO RODRIGUEZ LA KLINIKA | 13067 | | X | | BUSINESS OCCUPANCY | 197031 | $75.00 |
| 04/06/16 | VOID | 13068 | | | | VOID | 197031 | $0.00 |
| 04/06/16 | JUAN LOPEZ | 13069 | X | | | BURN PERMIT | 197031 | $25.00 |
| 04/06/16 | GREGORIO LOPEZ | 13070 | X | | | BURN PERMIT | 197031 | $25.00 |
| 04/06/16 | MARICELA CORRAL MARICELA CORRAL | 13071 | X | | | BUSINESS OCCUPANCY | 197031 | $75.00 |
| 04/06/16 | PEDRO SALDIVAR TORTILLERIA | 13072 | X | | | BUSINESS OCCUPANCY | 197031 | $75.00 |
| 04/06/16 | OVIDIO HINOJOSA | 13073 | X | | | BURN PERMIT | 197031 | $25.00 |
| 04/06/16 | ACTION FIRE PROTECTION TAQUERIA LOS COMPADRES | 13074 | X | | | FIRE PROTECTION SYSTEMS PERMIT | 197031 | $150.00 |
| 04/06/16 | ACTION FIRE PROTECTION TORTILLERIA BERTHA'S | 13075 | X | | | FIRE PROTECTION SYSTEMS PERMIT | 197031 | $150.00 |
| 04/06/16 | JOSE RAMIREZ | 13076 | X | | | BURN PERMIT | 197031 | $25.00 |
| 04/06/16 | NORMA ARGUELLES POLLOS ASADOS EL TRIUNFO | 13077 | X | | | BUSINESS OCCUPANCY | 197031 | $75.00 |
| 04/06/16 | MARIA ESPINOSA PATTY'S | 13078 | X | | | BUSINESS OCCUPANCY | 197031 | $75.00 |



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|---|---|---|---|---|---|---|---|---|
| 04/06/16 | LETICIA ALDRETE<br>ANDREA'S CREATION | 13079 | X | | | BUSINESS OCCUPANCY | 197031 | $75.00 |
| 04/06/16 | ABEL AYALA<br>PARIS BAKERY | 13080 | X | | | BUSINESS OCCUPANCY | 197031 | $75.00 |
| 04/07/16 | RUBEN GOMEZ | 13081 | X | | | BURN PERMIT (2) | 197103 | $50.00 |
| 04/07/16 | MARIO RUIZ | 13082 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | SAYURI CANTU | 13083 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | EDGAR VELA | 13084 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | FRANCISCO GARZA | 13085 | | X | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | JOSEFINA GARCIA | 13086 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | JOSE CANTU | 13087 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | JUAN CURIEL | 13088 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | JUAN PORTES | 13089 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | SAN JUANA REYNA | 13090 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | SERVANDO RODRIGUEZ | 13091 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | JUAN PORTES | 13092 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | ALFONSO DE LUNA | 13093 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | FEDERICO GARZA | 13094 | | X | | BURN PERMIT (2) | 197103 | $50.00 |
| 04/07/16 | JAVIER HERNANDEZ | 13095 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/07/16 | YOLANDA PEREZ | 13096 | X | | | BURN PERMIT | 197103 | $25.00 |
| 04/08/16 | MARIA SANCHEZ | 13097 | X | | | BURN PERMIT | 197191 | $25.00 |
| 04/08/16 | JOSE GARZA | 13098 | X | | | BURN PERMIT | 197191 | $25.00 |
| 04/08/16 | DAVID VILLARREAL<br>EL GALLITO BALLROOM | 13099 | X | | | BURN PERMIT /<br>BUSINESS OCCUPANCY | 197191 | $100.00 |
| 04/08/16 | MIKEL SCHLOTTERBACK | 13100 | | X | | BURN PERMIT | 197191 | $25.00 |
| 04/08/16 | CLIFTON BRISTER | 13101 | X | | | BURN PERMIT | 197191 | $25.00 |
| 04/11/16 | MARTIN CARRIAGA | 13102 | X | | | BURN PERMIT | 197192 | $25.00 |
| 04/11/16 | MIGUEL GONZALEZ | 13103 | X | | | BURN PERMIT | 197192 | $25.00 |



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|---|---|---|---|---|---|---|---|---|
| 04/11/16 | JOSE RODRIGUEZ | 13104 | X | | | BURN PERMIT | 197192 | $25.00 |
| 04/11/16 | ARTURO VASQUEZ | 13105 | X | | | BURN PERMIT | 197192 | $25.00 |
| 04/11/16 | JOEL ELIZONDO | 13106 | X | | | BURN PERMIT | 197192 | $25.00 |
| 04/11/16 | MATTHEW KOENEKE | 13107 | X | | | BURN PERMIT | 197192 | $25.00 |
| 04/11/16 | ERIC ALLEN | 13108 | X | | | BURN PERMIT | 197192 | $25.00 |
| 04/11/16 | SYLVIA SILERIO | 13109 | X | | | BURN PERMIT | 197192 | $25.00 |
| 04/11/16 | SONIA CANTU | 13110 | X | | | BURN PERMIT | 197192 | $25.00 |
| 04/12/16 | ARNOLDO MALDONADO | 13111 | X | | | BURN PERMIT | 197286 ~~197192~~ | $25.00 |
| 04/12/16 | JESSICA AGUILAR | 13112 | X | | | BURN PERMIT | 197286 ~~197192~~ | $25.00 |
| 04/12/16 | MARIA MONTALVO | 13113 | X | | | BURN PERMIT | 197286 ~~197192~~ | $25.00 |
| 04/12/16 | EDUARDO MARTINEZ | 13114 | X | | | BURN PERMIT | 197286 ~~197286~~ | $25.00 |
| 04/12/16 | JUDD FLOWERS | 13115 | X | | | COMMERCIAL BURN PERMIT | 197286 | $100.00 |
| 04/12/16 | LUIS BANUELOS | 13116 | | X | | BURN PERMIT | 197286 | $25.00 |
| 04/13/16 | NADIA GONZALEZ<br>NADIA GONZALEZ | 13117 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | PAULA VILLANUEVA | 13118 | X | X | | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | RUMALDO MUNIZ<br>MUNIZ CAR WASH | 13119 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | ROD RODRIGUEZ | 13120 | X | X | | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | LEONICIO R. CASTANEDA | 13121 | X | | | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | MARIO GONZALEZ | 13122 | X | | | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | JAVIER CARRION<br>TAQUERIA MI REY | 13123 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | EFRAIN SANCHEZ<br>BIG DOLLAR STORE | 13124 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | BONIFACIO SAUCEDA | 13125 | X | | | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | ARMANDO AMADOR | 13126 | X | | | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | DIAMANTINA REYNA | 13127 | | | X | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | AMELIA TREVINO<br>FOSTER HOME | 13128 | | X | | BUSINESS OCCUPANCY | 197287 | $75.00 |



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|---|---|---|---|---|---|---|---|---|
| 04/13/16 | AMELIA TREVINO FOSTER HOME | 13129 | | X | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | DOLORES GONZALEZ | 13130 | X | | | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | MARIA LUISA GONZALEZ | 13131 | X | | | BURN PERMIT | 197287 | $25.00 |
| 04/13/16 | THE HONEY TREE LEARNING CENTER | 13132 | | X | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | MIREYA MORIN ALOMIR BEAUTY SALON | 13133 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | DAVID VILLARREAL KIDS DRIVE THRU | 13134 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | DANIEL GARCIA HOT DOGS DON DANNY | 13135 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | JORGE RODRIGUEZ TELE PRO COMMUNICATIONS | 13136 | | X | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | CINDY RAMOS HOUSE OF MUSIC ACADEMY | 13137 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | MYRNA ELIZONDO EL TACO MOLOCO | 13138 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | ANNA ELIZONDO FOOD TRAILER | 13139 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/13/16 | LUCIA ITO APT COMPLEX | 13140 | X | | | BUSINESS OCCUPANCY | 197287 | $75.00 |
| 04/14/16 | ROBERT RODRIGUEZ | 13141 | X | | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | ERNESTINA RIVERA | 13142 | | X | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | JOSE TREVINO | 13143 | X | | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | ENRIQUE GUERRERO | 13144 | X | | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | ANDREA LUCIO | 13145 | X | | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | GEORGE MEJIA | 13146 | X | | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | IRMA VALDEZ | 13147 | X | | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | JEREMIAH MARTIN | 13148 | | X | | COMMERCIAL BURN PERMIT | 197348 | $100.00 |
| 04/14/16 | JORGE GONZALEZ | 13149 | X | | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | NORA RENTERIA | 13150 | | X | | BURN PERMIT | 197348 | $25.00 |
| 04/14/16 | ALEJANDRO VELAZQUEZ | 13151 | X | | | BURN PERMIT | 197348 | $25.00 |
| 04/15/16 | FAUSTINO GONZALEZ | 13152 | X | | | BURN PERMIT | 197394 | $25.00 |
| 04/14/16 | JAVIER CUELLAR | 13153 | X | | | BURN PERMIT | 197348 | $25.00 |



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|---|---|---|---|---|---|---|---|---|
| 04/15/16 | ERIC HERNANDEZ | 13154 | X | | | BURN PERMIT | 197394 | $25.00 |
| 04/15/16 | JOEL GONZALEZ | 13155 | X | | | BURN PERMIT | 197394 | $25.00 |
| 04/15/16 | EDGAR MENDOZA | 13156 | X | | | BURN PERMIT | 197394 | $25.00 |
| 04/15/16 | OMAR SALINAS | 13157 | X | | | BURN PERMIT | 197394 | $25.00 |
| 04/15/16 | FRANCISCO VELASQUEZ | 13158 | X | | | BURN PERMIT | 197394 | $25.00 |
| 04/15/16 | GABRIELA BOKANOS | 13159 | X | | | BURN PERMIT | 197394 | $25.00 |
| 04/15/16 | EDGAR FERNANDEZ | 13160 | | X | | BURN PERMIT | 197394 | $25.00 |
| 04/15/16 | JUAN HERNANDEZ | 13161 | X | | | BURN PERMIT | 197394 | $25.00 |
| 04/15/16 | BLANCA MARTINEZ | 13162 | X | | | BURN PERMIT | 197394 | $25.00 |
| 04/18/16 | TOMAS CUEVAS | 13163 | X | | | BURN PERMIT | 197530 | $25.00 |
| 04/18/16 | JAVIER GARCIA | 13164 | X | | | BURN PERMIT | 197530 | $25.00 |
| 04/18/16 | CANDELARIA BURAGA | 13165 | X | | | BURN PERMIT | 197530 | $25.00 |
| 04/18/16 | BENITO ARISPE | 13166 | X | | | BURN PERMIT | 197530 | $25.00 |
| 04/18/16 | ISRAEL QUINTERO | 13167 | X | | | BURN PERMIT | 197530 | $25.00 |
| 04/18/16 | MARK MCCALEB SACRED PARK CEMETARY | 13168 | | X | | BUILDING PERMIT | 197530 | $200.00 |
| 04/18/16 | JESUS RODRIGUEZ | 13169 | X | | | BURN PERMIT | 197530 | $25.00 |
| 04/18/16 | EZEQUIEL JURADO | 13170 | X | | | BURN PERMIT | 197530 | $25.00 |
| 04/18/16 | JOSE MONTELONGO | 13171 | | X | | BURN PERMIT | 197530 | $25.00 |
| 04/19/16 | JOSE SOLIS JR | 13172 | X | | | BURN PERMIT | 197531 | $25.00 |
| 04/19/16 | JUAN TREVINO | 13173 | X | | | BURN PERMIT | 197531 | $25.00 |
| 04/19/16 | JOSE LUIS RODRIGUEZ | 13174 | X | | | BURN PERMIT | 197531 | $25.00 |
| 04/19/16 | RAUL BALDERAS | 13175 | X | | | BURN PERMIT | 197531 | $25.00 |
| 04/19/16 | JESUS GONZALEZ | 13176 | X | | | BURN PERMIT | 197531 | $25.00 |
| 04/20/16 | JOHN RIGNEY | 13177 | X | | | BURN PERMIT | 197532 | $25.00 |
| 04/20/16 | RIGOBERTO PRUNEDA | 13178 | X | | | BURN PERMIT | 197532 | $25.00 |



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|---|---|---|---|---|---|---|---|---|
| 04/20/16 | CANDELARIO ARTEAGA | 13179 | X | | | BURN PERMIT | 197532 | $25.00 |
| 04/20/16 | MARICELA GONZALEZ | 13180 | X | | | BURN PERMIT | 197532 | $25.00 |
| 04/20/16 | MARIA SANCHEZ<br>LA HACIENDA LOT | 13181 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | JUANA CORONADO<br>CAVASOS SNO CONE | 13182 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | ADRIAN GOMEZ<br>EMSO FURNITURE | 13183 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | JASON ALANIZ<br>OFFICE SPACE | 13184 | | X | | BUILDING PERMIT | 197532 | $200.00 |
| 04/20/16 | MARIA ELENA LUNA<br>MALENAS TAQUERIA | 13185 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | LUCIA TORRES | 13186 | X | | | BURN PERMIT | 197532 | $25.00 |
| 04/20/16 | ROMUALDO HERNANDEZ<br>DE NELLIES REST. | 13187 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | STRIPES LLC<br>STRIPES #2559 | 13188 | | | X | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | GENARO FUENTES<br>107 SMOKE SHOP | 13189 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | CHRIS CANO | 13190 | X | | | COMMERCIAL BURN PERMIT | 197532 | $100.00 |
| 04/20/16 | ELIAS MORALES<br>ROSELIS TORTILLERIA FACTORY | 13191 | | X | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | JUAN RODRIGUEZ<br>HOT DOG STAND | 13192 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | SAUL MARTINEZ<br>TAQUERIA LOS COMPRADES | 13193 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | FUAD TAJA<br>HOT DOG CART | 13194 | | X | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | IMELDA GARZA | 13195 | | X | | BURN PERMIT | 197532 | $25.00 |
| 04/20/16 | FELIX JIMENEZ<br>HENNESEY'S PANERIA | 13196 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | JUAN RODRIGUEZ | 13197 | X | | | BURN PERMIT | 197532 | $25.00 |
| 04/20/16 | RAFAEL RUIZ<br>LORENA'S TAQUERIA | 13198 | X | | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/20/16 | LAURA ELIZONDO | 13199 | X | | | BURN PERMIT | 197532 | $25.00 |
| 04/20/16 | FLORENTINO VASQUEZ<br>EXECUTIVE DRIVE THRU | 13200 | | X | | BUSINESS OCCUPANCY | 197532 | $75.00 |
| 04/21/16 | NEREYDA DIAZ | 13201 | X | | | BURN PERMIT | 197591 | $25.00 |
| 04/21/16 | ERIC NORDHAUSEN | 13202 | | X | | COMMERCIAL BURN PERMIT / BURN PERMIT | 197591 | $125.00 |
| 04/21/16 | ROBERT NAVARRO | 13203 | | X | | BURN PERMIT | 197591 | $25.00 |



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|---|---|---|---|---|---|---|---|---|
| 04/21/16 | GARY JACKSON | 13204 | X | | | DUPLICATE PERMIT | 197591 | $5.00 |
| 04/21/16 | MICHAEL CANO | 13205 | | X | | BURN PERMIT | 197591 | $25.00 |
| 04/21/16 | THOMAS SALINAS<br>SNAK STAND | 13206 | X | | | BUSINESS OCCUPANCY | 197591 | $75.00 |
| 04/22/16 | CINDY GARCIA RIOS | 13207 | X | | | BURN PERMIT | 197623 | $25.00 |
| 04/22/16 | JOHN D. SANTOS | 13208 | | X | | BURN PERMIT | 197623 | $25.00 |
| 04/22/16 | LETICIA SILVIA | 13209 | | X | | BURN PERMIT | 197623 | $25.00 |
| 04/22/16 | MARIA PENA | 13210 | X | | | BURN PERMIT | 197623 | $25.00 |
| 04/22/16 | JUAN GOMEZ | 13211 | X | | | BURN PERMIT | 197623 | $25.00 |
| 04/22/16 | FLORENTINO GOMEZ | 13212 | X | | | BURN PERMIT | 197623 | $25.00 |
| 04/22/16 | JIM DREW | 13213 | X | | | BURN PERMIT | 197623 | $25.00 |
| 04/22/16 | JOSE GALAVIZ | 13214 | X | | | BURN PERMIT | 197623 | $25.00 |
| 04/22/16 | JOSE RANGEL | 13215 | X | | | BURN PERMIT | 197623 | $25.00 |
| 04/25/16 | JESSE SALDANA | 13216 | X | | | BURN PERMIT | 197742 | $25.00 |
| 04/25/16 | NANCY ARNOLD | 13217 | X | | | BURN PERMIT | 197742 | $25.00 |
| 04/25/16 | AMADO BENAVIDES | 13218 | X | | | BURN PERMIT | 197742 | $25.00 |
| 04/26/16 | VICTOR DOMINGUEZ | 13219 | X | | | BURN PERMIT | 197743 | $25.00 |
| 04/26/16 | JESUS PEREZ | 13220 | X | | | BURN PERMIT | 197743 | $25.00 |
| 04/26/16 | JAIME GARZA | 13221 | X | | | BURN PERMIT | 197743 | $25.00 |
| 04/27/16 | RAUL MARTINEZ<br>RAUL'S BURGER HOUSE | 13222 | | X | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | JOSE MARTINEZ | 13223 | X | | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | VIANNEY CRUZ<br>NEW TIME VISIONARY | 13224 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | AURELIANO LERMA<br>CLOTHING STORE | 13225 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | THOMAS HANKA | 13226 | X | | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | ABEL ELIAS AYALA<br>PARIS BAKERY | 13227 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | SANDRA MOSQUEDA | 13228 | | | X | BUSINESS OCCUPANCY | 197744 | $75.00 |



X19

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 04/27/16 | LUIS GARZA | 13229 | | X | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | ALONZO SANTIAGO | 13230 | X | | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | ALONZO SANTIAGO | 13231 | X | | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | MARIA GARCIA<br>CLOTHING STORE | 13232 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | JUAN G. VILLARREAL | 13233 | X | | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | NOELIA GONZALEZ | 13234 | | X | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | MARIA E. VALLE<br>MOM & DAD'S DAYCARE | 13235 | | X | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | CESAR BRIONES<br>LA PALMAS FRUIT STAND | 13236 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | JESUS B. DE LEON<br>TERE TAMALES Y GORDITA | 13237 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | RICARDO G. CAZARES | 13238 | X | | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | CLAUDIA LOPEZ<br>TACO LA JARA | 13239 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | RICK J. GUERCIA | 13240 | X | | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | MISAEL LEAL<br>ANTOJITOS EL TUCANAZO | 13241 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | FELIX DE JESUS<br>FOSTER HOME | 13242 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | FELIX DE JESUS | 13243 | X | | | BURN PERMIT | 197744 | $25.00 |
| 04/27/16 | BRENDA MUNIZ | 13244 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | JOE BALLENGER | 13245 | X | | | COMMERCIAL BURN PERMIT | 197744 | $100.00 |
| 04/27/16 | ADOLFO ABARCA<br>LA VAQUERA CARNITAS | 13246 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/27/16 | FRANCISCO MARTINEZ<br>TACO N GANAS | 13247 | X | | | BUSINESS OCCUPANCY | 197744 | $75.00 |
| 04/28/16 | ROSIE V RODRIGUEZ<br>WIC STORE | 13248 | X | | | BUSINESS OCCUPANCY | 197880 | $75.00 |
| 04/28/16 | PATRICIO KARR | 13249 | X | | | BURN PERMIT | 197880 | $25.00 |
| 04/28/16 | ENRIQUE GUZMAN | 13250 | | X | | BURN PERMIT | 197880 | $25.00 |
| 04/28/16 | MIGUEL GUTIERREZ | 13251 | X | | | BURN PERMIT | 197880 | $25.00 |
| 04/28/16 | JUAN OCHOA | 13252 | X | | | BURN PERMIT | 197880 | $25.00 |
| 04/28/16 | MARIVEL VALDEZ<br>TAQUERIA BERAKAH | 13253 | X | | | BUSINESS OCCUPANCY | 197880 | $75.00 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 04/28/16 | ERIC ALVAREZ<br>LOS ROBLES REST & DRIVE THRU | 13254 | X | | | BUSINESS OCCUPANCY | 197880 | $75.00 |
| 04/28/16 | CLAUDIO VIERA<br>SALON VIERA | 13255 | X | | | BUSINESS OCCUPANCY | 197880 | $75.00 |
| 04/28/16 | ROSALINDA OLIVO | 13256 | | X | | BURN PERMIT | 197880 | $25.00 |
| 04/29/16 | RAY GARCIA | 13257 | X | | | BURN PERMIT | 197881 | $25.00 |
| 04/29/16 | MACIAS SILVERIO | 13258 | X | | | BURN PERMIT | 197881 | $25.00 |
| 04/29/16 | JOSE LUIS MOLINA | 13259 | X | | | BURN PERMIT | 197881 | $25.00 |
| 04/29/16 | BRIGIDO MARMOLEJO | 13260 | X | | | BURN PERMIT | 197881 | $25.00 |
| 04/29/16 | KARINA ALONZO | 13261 | X | | | BURN PERMIT | 197881 | $25.00 |
| 04/29/16 | JOSE HERNANDEZ | 13262 | X | | | BURN PERMIT | 197881 | $25.00 |
| 04/29/16 | EDDIE LOPEZ | 13263 | X | | | BURN PERMIT | 197881 | $25.00 |
| | | | | | | Grand total | | $9,805.00 |

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

Approved by: _____ 5/3/2016 Prepared by: Elizabeth Castro 5-3-16

Fire Marshal — Date — Administrative Assistant — Date

Print Name: Homero Garza

Print Name: Elizabeth Castro

*This report is due in the Office of the County Auditor on or before the fifth (5th) business day after the end of the month.*

County Auditor's Form: ARS-FM-001
Revised 10/04

RECEIVED
MAY 2016

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 5/19/16

COUNTY of HIDALGO
HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

June 7, 2016

Mr. Homero Garza, Fire Marshal
Hidalgo County Fire Marshal's Office
1124 N. M Road
Edinburg, Texas 78539

Re: Review of *Monthly Fees Report* and Supporting Documentation
For the month of April 2016

Dear Mr. Garza:

We have conducted a limited scope review of the *Monthly Fees Report* and supporting documentation for the month of April 2016 pursuant to Local Government Code §115.002 (a) and (b). The objective of the review was to determine if fees collected were properly accounted and reported.

**Scope and Methodology:**
The scope of our review was limited to collections reported by the Fire Marshal's Office on the *Monthly Fees Report* for the month of April 2016. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable statutes, the *Monthly Fees Report*, and fee schedules. The following procedures were performed:

- Reviewed the submittal date of the *Monthly Fees Report* to the County Auditor's Office to determine if the report and supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001 (b).
- Verified the signature on the *Monthly Fees Report* to ensure that the report was signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Monthly Fees Report* by footing and cross-footing the report.
- Reviewed receipts issued to determine if proper fee amounts were collected and reported.
- Verified receipts issued followed a sequential order.
- Verified that procedures for voided receipts were properly followed.

- Reviewed *Daily Remittance* to determine whether fees collected were properly accounted and deposited with the County Treasurer on or before the fifth day after the day on which the funds were received.
- Verified that the collections per the *Monthly Fees Report* agreed to total receipts issued and the deposits made with the County Treasurer.
- Reviewed receipts issued, *Daily Remittance,* and *Monthly Fees Report* to verify proper completion.

**Conclusion:**
Total collections for the month of April 2016 were $9,805.00. Based on the results of our review, we have concluded that generally fees collected were properly accounted and reported.

If you should have any questions, please do not hesitate to call Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

# HIDALGO COUNTY PLANNING DEPARTMENT
## MONTHLY FEES REPORT
## FOR THE MONTH OF: April 2016



RECEIVED BY COUNTY AUDITOR
2016 MAY 10

## Part I: RECAP OF COLLECTIONS

*A. TOTAL CASH COLLECTED* $ 64,282.47

| | | | |
|---|---|---|---|
| 1 HELD IN ESCROW | | | |
| a. EDINBURG | $ 26,875.20 X3 | | |
| b. MISSION | $ - | | |
| c. WESLACO | $ - | $ 26,875.20 | |
| 2 UTILITY CERTIFICATE FEE | From | | |
| a. EDINBURG | $ 5,640.00 X3 | | |
| b. MISSION | $ 4,080.00 X4 | | |
| c. WESLACO | $ 6,150.00 X5 | $ 15,870.00 | |
| 3 SUBDIVISION FEES | | | |
| a. EDINBURG | $ 21,537.27 X2 | | |
| b. MISSION | $ - | | |
| c. WESLACO | $ - | $ 21,537.27 | |

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5/12/16

**TOTAL AMOUNT DUE TO THE COUNTY TREASURER:** $ 64,282.47

## Part II: SUMMARY OF COLLECTIONS REMITTED TO THE CO. TREASURER

| Name of Fee Collected | Statutory Reference | Fee Amt. | GL Account Number | Amount Collected |
|---|---|---|---|---|
| 1/3 Paving Escrow | | | Account is Determined per Project | $ 26,875.20 From X3 |
| Septic Tank-Held in Escrow | LGC § 232.027 | $1500/septic | 1100-211-00-000-018-0-000 | $ - |
| Other-Held in Escrow | | | 1100-211-00-000-026-0-000 | $ - |
| Utility Subdivision Fees | LGC § 232.028(g) 8/7/07 CT Approval | $30 | 1100-341-30-210-003-0-000 | $ 15,870.00 X3,X4,X |
| Subdivision Fees | LGC § 232.0021 11/29/2011 CT | Varies per acreage | 1100-341-30-210-001-0-000 | $ 21,537.27 X3 |

**TOTAL AMOUNT DUE TO THE COUNTY TREASURER:** $ 64,282.47

*variance should => "0"* -

PREPARED BY: Gloria O. Cantello DATE PREPARED: May 6, 2016

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

DIRECTOR OF PLANNING — DATE: 5-6-16

This Report is Due in the Office of the County Auditor before the (5th) workday of the following month.

V1

**HIDALGO COUNTY PLANNING DEPARTMENT**
**DETAIL ON MONTHLY FEES COLLECTED**
**FOR THE MONTH OF: April 2016** 

## Part III: SUMMARY OF FEES COLLECTED

| | | | |
|---|---|---|---|
| 1 HELD IN ESCROW | | | |
| a. 1/3 PAVING | $ 26,875.20 | | |
| b. SEPTIC TANK | $ - | | |
| c. OTHER | $ - | | $ 26,875.20 |
| 2 UTILITY CERTIFICATE FEE | | | $ 15,870.00 |
| 3 SUBDIVISION FEES | | | |
| a. FILING/REVIEW FEE | | $ 1,090.00 | |
| b. 2% INSPECTION FEE | | $ 20,347.27 | |
| c. MAPS | | $ - | $ 21,537.27 |
| d. SUBD. RULES BOOK | | $ - | |
| e. OTHER | | $ 100.00 | |
| **TOTAL AMOUNT COLLECTED** | | | **$ 64,282.47** |

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

*HIDALGO COUNTY AUDITOR'S OFFICE*
*Hidalgo County Administration Building*
*2808 South Business Highway 281*
*Edinburg, Texas 78539-6243*
*PHONE: (956) 318-2511*
*FAX: (956) 318-2577*
*WEBSITE: www.co.hidalgo.tx.us/auditor*

June 2, 2016

Mr. T.J. Arredondo, Director of Planning
Hidalgo County Planning Department
1304 S. 25th St.
Edinburg, Texas 78539

Re: Review of *Monthly Fees Report* and Supporting Documentation
For the month of April 2016

Dear Mr. Arredondo:

We conducted a review of the Planning Department's *Monthly Fees Report* and all supporting documentation for the month of April 2016 in accordance with Local Government Code §115.002(a) and (b). The objective of the review was to determine whether collections were properly accounted and reported.

**Scope:**
The scope of our review was limited to collections reported by your office on the *Monthly Fees Report* for the month of April 2016. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvements could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable statutes, the *Monthly Fees Report*, and fee schedules. The following procedures were performed:

- Reviewed the submittal date of the *Monthly Fees Report* to the County Auditor's Office to determine if the report and applicable supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001 (b).
- Verified the signature on the *Monthly Fees Report* to ensure that the report was signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Monthly Fees Report* by footing and cross-footing the report.
- Reviewed receipts issued to determine if proper fee amounts were collected and reported.
- Verified that receipts issued followed a sequential order.
- Verified that procedures for voided receipts were properly followed.

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

- Reviewed the *Revenue Detail Report by Account* generated from *alio* to determine whether fees collected were properly accounted and deposited with the County Treasurer on or before the fifth business day after the day on which the funds were received.
- Verified that the collections per the *Monthly Fees Report* agreed to total receipts issued and the deposits made with the County Treasurer.
- Reviewed receipts issued and *Monthly Fees Report* to verify proper completion.

**Conclusion:**
Total collections for the month of April 2016 were $64,282.47. Based on the results of our review, we have concluded that fees collected were generally properly accounted and reported.

If you should have any questions, please do not hesitate to call Ricardo Nuñez, Internal Auditor I, at 318-2511 ext. 4644, Letty Chavez, Compliance Audit Supervisor, at ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

# "FEE" MONTHLY REPORT

FOR THE MONTH ENDED January 31, 2016

**Part I: AMOUNT BILLED FOR HOUSING OF PRISONERS & TDCJ**

| US. Government | Amount | | Other Agency | Amount |
|---|---|---|---|---|
| A. Bureau of Prisons (BOP) | $ 10,972.00 | G. | | $ - |
| B. U.S. Marshal (USM) | $ 1,404.00 | H. | | $ - |
| C. Immigration & Customs Enforcement (ICE) | - | I. | | $ - |
| D. Customs & Border Protecion (CBP)-Mcallen | - | J. | | $ - |
| E. Customs & Border Protecion-RGV | - | K. | | $ - |
| F. Texas Department of Criminal Justice (TDCJ) | - | L. | | $ - |

**Part II: SUMMARY OF RECEIPT COLLECTION**

| | | | | |
|---|---|---|---|---|
| A. RECEIPTS ISSUED FROM NO. | SO-2016-00001 | TO | SO-2016-00321 | $ 85,677.33 |
| B. RECEIPTS ISSUED FROM NO.(East Substation) | SSE-2016-00001 | TO | SSE-2016-00037 | $ 122.00 |
| C. DIRECT DEPOSIT-GENERAL FUND (BB Fees) | F-2016-00002 | TO | F-2016-00918 | $ 12,330.00 |
| D. DIRECT DEPOSIT HOUSING OF PRISONERS | | | | $ 32,005.52 |
| E. DIRECT DEPOSITS FOR LEGAL PROCESS TAX SALES | | | | |
| TOTAL CASH COLLECTIONS Rec. Issue Dates | 1/1/2016 | TO | 1/31/2016 | $ 130,134.85 |
| Less: Bail Bond Fee Refunds Check No.'s | | | | $ - |
| Less: Tuition Fee Refunds | | | | $ - |
| Less: Other Refunds | | | | $ - |
| *TOTAL DUE TO THE COUNTY TREASURER* | | | | $ 130,134.85 |

**Part III: SUMMARY OF FEE ALLOCATION**

| FEES RECEIVED FOR HOUSING OF PRISONERS | MONTH | GL NUMBER | AMOUNT | |
|---|---|---|---|---|
| US Marshal (USM) | Nov. 2015 | 1100-342-30-280-000-0-000 | $ 1,352.00 | Direct Deposit-General Fund |
| US Marshal (USM) | | 1100-342-30-280-000-0-000 | $ - | |
| Bureau of Prisons (BOP) | Oct. 2015 | 1100-342-30-280-000-0-000 | $ 12,660.18 | Direct Deposit |
| Bureau of Prisons (BOP) | Nov. 2015 | 1100-342-30-280-000-0-000 | $ 6,761.34 | Direct Deposit |
| Bureau of Prisons (BOP) | Dec. 2015 | 1100-342-30-280-000-0-000 | $ 11,232.00 | Direct Deposit |
| Customs & Border Protection-Pharr | | 1100-342-30-280-000-0-000 | $ - | |
| Homeland Security-Immigration and Customs Enforcement (ICE) | | 1100-342-30-280-000-0-000 | $ - | |
| U.S. Navy | | 1100-342-30-280-000-0-000 | $ - | |
| **TELEPHONE COMMISSIONS** | *MONTH* | | | |
| A. Value Added Communications, Inc. | Oct-15 | 1100-360-00-000-001-0-000 | $ 32,234.15 | |
| B. Value Added Communications, Inc. | Nov. 2015 | 1100-360-00-000-001-0-000 | $ 35,141.25 | |
| **FEES RECV'D FOR OFFENDER TRANSPORTATION** | *MONTH* | | | |
| A. Texas Department of Criminal Justice | | 1100-334-40-280-001-0-000 | - | Direct Deposit-General Fund |
| B. Texas Department of Criminal Justice | | 1100-334-40-280-001-0-000 | $ - | Direct Deposit-General Fund |
| **Garagekeeper Abandoned MV Fee** | *AMOUNT* | | | |
| A. Garagekeeper Abandoned MV Fee | $ 280.00 | 1100-342-10-280-002-0-000 | $ 280.00 | |
| **Equitable Sharing Recvd. On Forfeited Property** | | | | |
| A. US MARSHAL | | 1229-352-30-280-000-0-000 | $ - | |
| B. US MARSHAL | | 1229-352-30-280-000-0-000 | $ - | |
| C. US MARSHAL | | 1229-352-30-280-000-0-000 | $ - | |
| D. ICE | | 1228-352-30-280-000-0-000 | $ - | |
| **OVERTIME GRANT REIMBURSEMENT** | | | | |
| A. US MARSHAL | | 1284-126-10-000-013-0-000 | $ - | |
| B. DEA | | 1284-126-10-000-012-0-000 | $ - | |
| C. FBI | | 1284-126-10-000-009-0-000 | $ - | |
| D. FBI | | 1284-126-10-000-009-0-000 | $ - | |
| E. Step-Click it or Ticket | | 1284-126-10-000-018-0-000 | $ - | |
| **REIMBURSEMENT FOR MEDICAL SERVICES** | | | | |
| A. US MARSHAL | | 1100-423-21-280-002-0-331 | $ - | |
| **TUITION FEES** | *AMOUNT* | | | |
| TUITION FEES | $ 1,200.00 | 1100-342-11-280-000-0-000 | | |
| LESS: REFUNDS | $ - | | $ 1,200.00 | |
| **BAIL BOND FEES** | *AMOUNT* | | | |
| BAIL BOND FEES | $ 12,330.00 | | | |
| LESS: REFUNDS | $ - | 1100-207-20-000-036-0-000 | $ 12,330.00 | Direct Deposit-General Fund |
| **COPIES OF INMATE MEDICAL RECORDS** | | | | |
| A. Texas Comptroller of Public Accounts | | 1100-342-10-280-001-0-000 | | |
| **OTHER SHERIFF'S FEES AND COSTS** | *AMOUNT* | | | |
| A. Serving Legal Process | $ 7,306.00 | | | |
| B. Serving Legal Process Tax Sales | | Transferred via Regular Trust Acct. | | Direct Deposit-General Fund |
| C Sale of Stray Animals | $ 329.03 | | | |
| D Offense Reports/Insurance Reports | $ 542.00 | | | |
| E. Fingerprints | $ 280.00 | | | |
| F Clearance Letters/Record checks | $ 395.00 | | | |
| G Photo & Video Fees | $ - | | | |
| H. Other "Order of Sale" | $ 8,000.00 | | | |
| I. Miscellaneous | $ 91.90 | | | |
| J Misc. (Bank Stop Payment Fee) | $ - | | | |
| **Total Sheriff Fees** (A through J) | $ 16,943.93 | 1100-342-10-280-001-0-000 | | |
| **LESS: REFUNDS** | $ - | | $ 16,943.93 | |
| *TOTAL FEES EARNED AND PAYABLE TO THE COUNTY TREASURER* | | | $ 130,134.85 | |

**Part IV: SUMMARY OF REMITTANCES MADE TO THE COUNTY TREASURER**

| Ck No. | Check Date | Amount |
|---|---|---|
| 6541 | 03/31/16 | $ 116,452.85 |
| | Direct Deposit-General Fund | $ 1,352.00 |
| | Direct Deposit-General Fund | $ 12,330.00 |
| **Total Amount of Remittances to the County Treasurer** | | $ 130,134.85 |

| CHECK FIGURE | |
|---|---|
| TOTAL PART II | $ 130,134.85 |
| TOTAL PART III | $ 130,134.85 |
| DIFFERENCE (IF "-") OK | $ - |
| SUMMARY of Amount Due to Co Treasurer | |
| TOTAL EARNED FEES | $ 130,134.85 |
| LESS TOTAL REMITTANCES | $ 130,134.85 |
| Total Remaining Funds Due To County Treasurer | $ - |

Higgins County Sheriff (or Designee)

Elsa Arredondo

Elsa Arredondo

This report is due at the County Auditor's Office by the 5th workday following the end of the month.

County Auditor's Form: ARS-S-001 Revised 2/6/2015

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5/19/16

RECEIVED BY
2016 APR 1 PM 3
COUNTY AUDITOR

"FEE" MONTHLY REPORT

FOR THE MONTH ENDED February 29, 2016

**Part I: AMOUNT BILLED FOR HOUSING OF PRISONERS & TDCJ**

| US. Government | Amount | | Other Agency | Amount |
|---|---|---|---|---|
| A. Bureau of Prisons (BOP) | $ 14,612.00 | G. | | $ - |
| B. U.S. Marshal (USM) | $ 1,404.00 | H. | | $ - |
| C. Immigration & Customs Enforment (ICE) | | J. | | $ - |
| D. Customs & Border Protecion (CBP)-Mcallen | | K. | | $ - |
| E. Customs & Border Protecion-RGV | | L. | | $ - |
| F. Texas Department of Criminal Justice (TDCJ) | | | | $ - |

**Part II: SUMMARY OF RECEIPT COLLECTION**

| | | | | |
|---|---|---|---|---|
| A. RECEIPTS ISSUED FROM NO. | SO-2016-00322 | TO | SO-2016-00465 | $ 39,467.22 |
| B. RECEIPTS ISSUED FROM NO.(East Substation) | SSE-2016-00038 | TO | SSE-2016-00082 | $ 132.00 |
| C. DIRECT DEPOSIT-GENERAL FUND (BB Fees) | F-2016-00919 | TO | F-2016-01950 | $ 13,350.00 |
| D. DIRECT DEPOSIT HOUSING OF PRISONERS | | | | $ 11,804.00 |
| E. DIRECT DEPOSITS FOR LEGAL PROCESS TAX SALES | | | | |
| TOTAL CASH COLLECTIONS Rec. Issue Dates | 2/1/2016 | TO | 2/29/2016 | $ 64,753.22 |
| Less: Bail Bond Fee Refunds Check No.'s | | | | $ - |
| Less: Tuition Fee Refunds | | | | $ - |
| Less: Other Refunds | | | | $ (25.00) |
| *TOTAL DUE TO THE COUNTY TREASURER* | | | | $ 64,728.22 |

**Part III: SUMMARY OF FEE ALLOCATION**

| FEES RECEIVED FOR HOUSING OF PRISONERS | MONTH | GL NUMBER | AMOUNT | |
|---|---|---|---|---|
| US Marshal (USM) | Dec. 2015 | 1100-342-30-280-000-0-000 | $ 832.00 | Direct Deposit-General Fund |
| US Marshal (USM) | | 1100-342-30-280-000-0-000 | $ - | |
| Bureau of Prisons (BOP) | Jan-16 | 1100-342-30-280-000-0-000 | $ 10,972.00 | Direct Deposit |
| Bureau of Prisons (BOP) | | 1100-342-30-280-000-0-000 | | |
| Bureau of Prisons (BOP) | | 1100-342-30-280-000-0-000 | | |
| Customs & Border Protection-Pharr | | 1100-342-30-280-000-0-000 | $ - | |
| Homeland Security-Immigration and Customs Enforcement (ICE) | | 1100-342-30-280-000-0-000 | $ - | |
| U.S. Navy | | 1100-342-30-280-000-0-000 | $ - | |
| **TELEPHONE COMMISSIONS** | MONTH | | | |
| A. Value Added Communications, Inc. | Dec. 2015 | 1100-360-00-000-001-0-000 | $ 30,932.72 | |
| B. Value Added Communications, Inc. | | 1100-360-00-000-001-0-000 | | |
| **FEES RECV'D FOR OFFENDER TRANSPORTATION** | MONTH | | | |
| A. Texas Department of Criminal Justice | | 1100-334-40-280-001-0-000 | - | |
| B. Texas Department of Criminal Justice | | 1100-334-40-280-001-0-000 | $ - | |
| **Garagekeeper Abandoned MV Fee** | AMOUNT | | | |
| A. Garagekeeper Abandoned MV Fee | $ 140.00 | 1100-342-10-280-002-0-000 | $ 140.00 | |
| **Equitable Sharing Recvd. On Forfeited Property** | | | | |
| A. US MARSHAL | | 1229-352-30-280-000-0-000 | $ - | |
| B. US MARSHAL | | 1229-352-30-280-000-0-000 | $ - | |
| C. US MARSHAL | | 1229-352-30-280-000-0-000 | $ - | |
| D. ICE | | 1228-352-30-280-000-0-000 | $ - | |
| **OVERTIME GRANT REIMBURSEMENT** | | | | |
| A. US MARSHAL | | 1284-126-10-000-013-0-000 | $ - | |
| B. DEA | | 1284-126-10-000-012-0-000 | $ - | |
| C. FBI | | 1284-126-10-000-009-0-000 | $ - | |
| D. FBI | | 1284-126-10-000-009-0-000 | $ - | |
| E. Step-Click it or Ticket | | 1284-126-10-000-018-0-000 | $ - | |
| **REIMBURSEMENT FOR MEDICAL SERVICES** | | | | |
| A. US MARSHAL | | 1100-423-21-280-002-0-331 | $ - | |
| **TUITION FEES** | AMOUNT | | | |
| TUITION FEES | $ - | 1100-342-11-280-000-0-000 | | |
| LESS REFUNDS | $ - | | $ - | |
| **BAIL BOND FEES** | AMOUNT | | | |
| BAIL BOND FEES | $ 13,350.00 | | | |
| LESS REFUNDS | $ - | 1100-207-20-000-036-0-000 | $ 13,350.00 | Direct Deposit-General Fund |
| **COPIES OF INMATE MEDICAL RECORDS** | | | | |
| A. Texas Comptroller of Public Accounts | | 1100-342-10-280-001-0-000 | $ 180.00 | |
| **OTHER SHERIFF'S FEES AND COSTS** | AMOUNT | | | |
| A. Serving Legal Process | $ 5,551.50 | Transferred via Regular Trust Acct. | | Direct Deposit-General Fund |
| B Serving Legal Process Tax Sales | | | | |
| C Sale of Stray Animals | $ - | | | |
| D Offense Reports/Insurance Reports | $ 600.00 | | | |
| E. Fingerprints | $ 240.00 | | | |
| F Clearance Letters/Record checks | $ 445.00 | | | |
| G Photo & Video Fees | $ - | | | |
| H. Other "Order of Sale" | $ 1,400.00 | | | |
| I Miscellaneous | $ 110.00 | | | |
| J Misc. (Bank Stop Payment Fee) | $ - | | | |
| Total Sheriff Fees (A through I) | $ 8,346.50 | 1100-350-10-280-001-0-000 | | |
| LESS: REFUNDS | $ 25.00 | | $ 8,321.50 | |
| *TOTAL FEES EARNED AND PAYABLE TO THE COUNTY TREASURER* | | | $ 64,728.22 | |

**Part IV: SUMMARY OF REMITTANCES MADE TO THE COUNTY TREASURER**

| Ck No. | Check Date | Amount |
|---|---|---|
| 6542 | 03/31/16 | $ 50,546.22 |
| | Direct Deposit-General Fund | $ 832.00 |
| | Direct Deposit-General Fund | $ 13,350.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Amount of Remittances to the County Treasurer | | $ 64,728.22 |

| CHECK FIGURE: | |
|---|---|
| TOTAL PART II: | $ 64,728.22 |
| TOTAL PART III: | $ 64,728.22 |
| DIFFERENCE (IF "-") OK | $ - |
| SUMMARY of Amount Due to Co. Treasurer | |
| TOTAL EARNED FEES | $ 64,728.22 |
| LESS TOTAL REMITTANCES | $ 64,728.22 |
| Total Remaining Funds Due To County Treasurer | $ - |

Hidalgo County Sheriff (or Designee)

Elsa Alvarado

This report is due at the County Auditor's Office by the 5th workday following the end of the month.

County Auditor's Form: AR3-3-001 Revised 2/6/2015

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5/9/16

RECEIVED BY COUNTY AUDITOR 2016 APR 1 PM

"FEE" MONTHLY REPORT

FOR THE MONTH ENDED March 31, 2016

**AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE**
**DATE:** 5/10/16

**Part I: AMOUNT BILLED FOR HOUSING OF PRISONERS & TDCJ**

| US. Government | Amount | | Other Agency | Amount |
|---|---|---|---|---|
| A. Bureau of Prisons (BOP) | $ 10,764.00 | X4 | | $ - |
| B. U.S. Marshal (USM) | $ 1,404.00 | X11 | | $ - |
| C. Immigration & Customs Enforcement (ICE) | | | | $ - |
| D. Customs & Border Protection (CBP)-Pharr | $ 208.00 | X13 | | $ - |
| E. Customs & Border Protection-RGV | | | | $ - |
| F. Texas Department of Criminal Justice (TDCJ) | | | | $ - |

**Part II: SUMMARY OF RECEIPT COLLECTION**

| | | | | |
|---|---|---|---|---|
| A. RECEIPTS ISSUED FROM NO. | SO-2016-00666 | TO | SO-2016-01113 | $ 59,530.81 |
| B. RECEIPTS ISSUED FROM NO.(East Substation) | SSE-2016-00083 | TO | SSE-2016-00132 | $ 170.00 |
| C. DIRECT DEPOSIT-GENERAL FUND (BB Fees) | F-2016-01951 | TO | F-2016-03005 | $ 13,650.00 X6 |
| D. DIRECT DEPOSIT HOUSING OF PRISONERS | | | | $ 16,016.00 X7 |
| E. DIRECT DEPOSITS FOR LEGAL PROCESS TAX SALES | | | | |
| TOTAL CASH COLLECTIONS Rec. Issue Dates | 3/1/2016 | TO | 3/31/2016 | $ 89,366.81 |
| Less: Bail Bond Fee Refunds Check No.'s | | | | $ - |
| Less: Tuition Fee Refunds | | | | $ - |
| Less: Other Refunds | | | | $ (33.00) X5, X15 |
| *TOTAL DUE TO THE COUNTY TREASURER* | | | | $ 89,333.81 |

59,700.81 - X5,

**Part III: SUMMARY OF FEE ALLOCATION**

| FEES RECEIVED FOR HOUSING OF PRISONERS | MONTH | GL NUMBER | AMOUNT | |
|---|---|---|---|---|
| US Marshal (USM) | Jan. 2016 | 1100-342-30-280-000-0-000 | $ 1,404.00 | Direct Deposit-General Fund X7, X11 |
| US Marshal (USM) | | 1100-342-30-280-000-0-000 | $ - | |
| Bureau of Prisons (BOP) | Feb. 2016 | 1100-342-30-280-000-0-000 | $ 14,612.00 | Direct Deposit X5, X7, X12 |
| Bureau of Prisons (BOP) | | 1100-342-30-280-000-0-000 | | Direct Deposit |
| Bureau of Prisons (BOP) | | 1100-342-30-280-000-0-000 | | Direct Deposit |
| Customs & Border Protection-Pharr | | 1100-342-30-280-000-0-000 | $ - | |
| Homeland Security-Immigration and Customs Enforcement (ICE) | | 1100-342-30-280-000-0-000 | $ - | |
| U.S. Navy | | 1100-342-30-280-000-0-000 | $ - | |
| **TELEPHONE COMMISSIONS** | MONTH | | | |
| A. Value Added Communications, Inc. | Jan-16 | 1100-360-00-000-001-0-000 | $ 33,656.51 | X5, X8 |
| B. Value Added Communications, Inc. | | 1100-360-00-000-001-0-000 | | |
| **FEES RECV'D FOR OFFENDER TRANSPORTATION** | MONTH | | | |
| A. Texas Department of Criminal Justice | | 1100-334-40-280-001-0-000 | - | Direct Deposit-General Fund |
| B Texas Department of Criminal Justice | | 1100-334-40-280-001-0-000 | $ - | Direct Deposit-General Fund |
| **Garagekeeper Abandoned MV Fee** | AMOUNT | | | |
| A. Garagekeeper Abandoned MV Fee | $ 160.00 | 1100-342-10-280-002-0-000 | $ 160.00 | X5, X9 |
| **Equitable Sharing Recvd. On Forfeited Property** | | | | |
| A. US MARSHAL | | 1229-352-30-280-000-0-000 | $ - | |
| B. US MARSHAL | | 1229-352-30-280-000-0-000 | $ - | |
| C. US MARSHAL | | 1229-352-30-280-000-0-000 | $ - | |
| D. ICE | | 1228-352-30-280-000-0-000 | $ - | |
| **OVERTIME GRANT REIMBURSEMENT** | | | | |
| A. US MARSHAL | | 1284-126-10-000-013-0-000 | $ - | |
| B. DEA | | 1284-126-10-000-012-0-000 | $ - | |
| C. FBI | | 1284-126-10-000-009-0-000 | $ - | |
| D. FBI | | 1284-126-10-000-009-0-000 | $ - | |
| E. Step-Click it or Ticket | | 1284-126-10-000-018-0-000 | $ - | |
| **REIMBURSEMENT FOR MEDICAL SERVICES** | | | | |
| A. US MARSHAL | | 1100-423-21-280-002-0-331 | $ - | |
| **TUITION FEES** | AMOUNT | | | |
| TUITION FEES | $ - | 1100-342-11-280-000-0-000 | | |
| LESS REFUNDS | $ - | | $ - | |
| **BAIL BOND FEES** | AMOUNT | | | |
| BAIL BOND FEES | $ 13,650.00 | | | |
| LESS REFUNDS | $ - | 1100-207-20-000-036-0-000 | $ 13,650.00 | Direct Deposit-General Fund X6 |
| **COPIES OF INMATE MEDICAL RECORDS** | | | | |
| A. Texas Comptroller of Public Accounts | | 1100-342-10-280-001-0-000 | $ 72.00 | X5, X10 |
| **OTHER SHERIFF'S FEES AND COSTS** | AMOUNT | | | |
| A. Serving Legal Process | $ 10,232.00 | X5 ① | | |
| B. Serving Legal Process Tax Sales | | Transferred via Regular Trust Acct. | | Direct Deposit-General Fund |
| C. Sale of Stray Animals | $ - | | | |
| D Offense Reports/Insurance Reports | $ 728.00 | X5 | | |
| E. Fingerprints | $ 560.00 | X5 | | |
| F Clearance Letters/Record checks | $ 685.00 | X5 ② | | |
| G. Photo & Video Fees | $ - | | | |
| H. Other "Order of Sale" | $ 13,400.00 | X5 ③ | | |
| I. Miscellaneous | $ 207.30 | X5 ④ | | |
| J. Misc. (Bank Stop Payment Fee) | $ - | | | |
| Total Sheriff Fees (A through I) | $ 25,812.30 | 1100-342-10-280-001-0-000 | | |
| LESS: REFUNDS | $ 33.00 | X5 | | |
| *TOTAL FEES EARNED AND PAYABLE TO THE COUNTY TREASURER* | | | $ 25,779.30 | X10 |
| | | | $ 89,333.81 | |

**Part IV: SUMMARY OF REMITTANCES MADE TO THE COUNTY TREASURER**

| Ck No. | Check Date | Amount |
|---|---|---|
| 6544 | 04/22/16 | $ 74,279.81 |
| | Direct Deposit-General Fund | $ 1,404.00 |
| | Direct Deposit-General Fund | $ 13,650.00 |
| | | |
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| | | |
| | | |
| | | |
| Total Amount of Remittances to the County Treasurer | | $ 89,333.81 |

| CHECK FIGURE: | |
|---|---|
| TOTAL PART II: | $ 89,333.81 |
| TOTAL PART III: | $ 89,333.81 |
| DIFFERENCE (IF "-") OK | $ - |
| SUMMARY of Amount Due to Co. Treasurer | |
| TOTAL EARNED FEES | $ 89,333.81 |
| LESS: TOTAL REMITTANCES | $ 89,333.81 |
| Total Remaining Funds Due To County Treasurer | $ - |

Hidalgo County Sheriff (or Designee)

Elisa Arredondo

Elisa Arredondo

This report is due at the County Auditor's Office by the 5th workday following the end of the month.

County Auditor's Form: ARS-S-001 Revised 2/6/2015

RECEIVED BY COUNTY AUDITOR
2016 APR 26 PM 1:55

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COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

June 7, 2016

Honorable Eddie Guerra
Hidalgo County Sheriff
711 El Cibolo Rd.
Edinburg, Texas 78540

Re: Review of *Monthly Fees Report* and Supporting Documentation
For the Months of January 2016 through March 2016

Dear Sheriff Guerra:

We have conducted a limited scope review of the *Monthly Fees Reports* and supporting documentation for the months of January 2016 through March 2016 pursuant to Local Government Code §115.002 (a) and (b). The objective of the review was to determine if fees collected were properly accounted and reported.

**Scope:**
The scope of our review was limited to collections reported by your office on the *Monthly Fees Reports* for the months of January 2016 through March 2016. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed applicable fee schedules and the *Monthly Fees Reports*. The following procedures were also performed:

- Reviewed the submittal date of the *Monthly Fees Reports* to the County Auditor's Office to determine if the reports and supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001(b).
- Verified the signatures on the *Monthly Fees Reports* to ensure that the reports were signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the *Monthly Fees Reports* by footing and cross-footing the reports.
- Reviewed receipts issued to determine if fees were allocated and reported in the proper amounts and verified whether any adjustments were made.
- Verified that procedures for voided receipts were properly followed.
- Verified that collections per the *Monthly Fees Reports* agreed to: 1.) total receipts issued, 2.) total deposits made, and 3.) total deposits posted to *alio's* various general ledger accounts.

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

- Reviewed direct deposits noted on the bank statements to ensure the direct deposits were timely remitted to the County Treasurer's Office.
- Verified that receipts issued followed a sequential order.
- Reviewed the *Monthly Fees Reports* and County Treasurer receipts to determine whether fees collected were properly accounted and deposited with the County Treasurer's Office on a weekly basis.
- Reviewed receipts issued and the *Monthly Fees Reports*, among other supporting documentation, to verify proper completion.

**Conclusion:**
Total collections for the months of January 2016 through March 2016 were $130,134.85; $64,728.22; and $89,333.81, respectively. Based on the results of our review, we have concluded that fees were generally properly accounted and reported.

If you should have any questions or concerns, please do not hesitate to Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

# COUNTY of HIDALGO



EDINBURG, TEXAS 78539

*HIDALGO COUNTY AUDITOR'S OFFICE*
*Hidalgo County Administration Building*
*2808 South Business Highway 281*
*Edinburg, Texas 78539-6243*
*PHONE: (956) 318-2511*
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*WEBSITE: www.co.hidalgo.tx.us/auditor*

June 7, 2016

Honorable Eddie Guerra
Hidalgo County Sheriff
711 El Cibolo Rd.
Edinburg, Texas 78540

Re: Review of Sheriff's Investigation Fund Balance Sheets
For the Month ended March 31, 2016

Dear Sheriff Guerra:

We conducted a limited scope review of the Investigation Fund balance sheet for the month ended March 31, 2016 pursuant to Local Government Code §112.006 (a), §115.001, §115.002 (b), and §115.901. The objective of the review was to obtain limited assurance that the balance sheet is free from material misstatement.

Management is responsible for the preparation of the balance sheet including the design, implementation, and maintenance of internal controls relevant to the preparation of the balance sheet. Our responsibility is to perform procedures to obtain limited assurance that the balance sheet is free from material misstatement.

Based on our review, nothing came to our attention that caused us to believe that the balance sheet contained any material misstatement.

If you have any questions, please contact Letty Chavez, Compliance Audit Supervisor, at 318-2511, ext 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

cc: Valde Guerra, County Executive Officer

# COUNTY of HIDALGO



EDINBURG, TEXAS 78539

*HIDALGO COUNTY AUDITOR'S OFFICE*
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June 7, 2016

The Honorable Eddie Guerra
Hidalgo County Sheriff
711 El Cibolo Rd.
Edinburg, Texas 78540

Re: Review of Sheriff's Fee Financial Statements
For the Months Ended May 31, 2015 through December 31, 2015

Dear Sheriff Guerra:

We conducted a limited scope review of the Fee Trust Account financial statements for the months ended May 31, 2015 through December 31, 2015 pursuant to Local Government Code §112.006 (a), §115.001, §115.002 (b), and §115.901. The objective of the review was to obtain limited assurance that the financial statements are free from material misstatement.

Management is responsible for the preparation of the financial statements including the design, implementation, and maintenance of internal controls relevant to the preparation of the financial statements. Our responsibility is to perform procedures to obtain limited assurance that the financial statements are free from material misstatement.

Based on our review, nothing came to our attention that caused us to believe that the financial statements contained any material misstatements. However, we noted that the system of internal controls relevant to the preparation of the financial statements requires improvement as noted in the following observations.

**Observation No. 1**

The Due from Federal Government – Boarding of Prisoners balance as of December 31, 2015 was $36,590.34 and consisted of the following:

- "Due from Army" totaling $1,664.00 and consisting of billings for the months of April 2011 ($468.00; September 2011 ($260.00); November 2011 ($520.00); May 2013 ($156.00); and August 2013 ($260.00).
- "Due from Border Patrol" totaling $286.81 and consisting of billings for the months of June 2002 ($64.00); August 2003 ($159.15); and January 2004 ($63.66).
- "Due from Bureau of Prisons" totaling $33,684.63 and consisting of billings for the months of September 2004 ($3,056.63), October 2015 ($12,636.00), November 2015 ($6,760.00), and December 2015 ($11,232.00). The billings for the months of October 2015 ($12,636.00), November 2015 ($6,760.00), and December 2015 ($11,232.00) were subsequently collected.
- "Due from DHS/ICE" totaling $732.09 and consisting of billings for the months of August 2007 ($381.96), May 2008 ($31.83), and September 2008 ($318.30).
- "Due from ICE" totaling $127.32 and consisting of the billing for the month of February 2005.
- "Due from INS" totaling $95.49 and consisting of the billing for the month of May 2003.

According to staff, payment is being sought from the Federal Government.

We recommend that management seek the assistance of the District Attorney's Office for collection of the amounts due from the Federal Government.

**Observation No. 2**

The Due to Others – Voided Checks balance as of April 30, 2015 was $95.24. The balance included 8 void checks with original issue date of October 10, 2012 through September 11, 2015.

Pursuant to Texas Property Code Chapter 76, a check may be presumed abandoned on the latest of the third anniversary of the date (1) the check was payable; (2) the issuer or payor of the check last received documented communication from the payee of the check; or (3) the check was issued if, according to the knowledge and records of the issuer or payor of the check, during that period, a claim to the check has not been asserted or an act of ownership by the payee has not been exercised.

We recommend that a notice be mailed to the last known address of the payee for the 8 voided checks stating that: (1) the Sheriff's Office is holding the funds; and (2) the Sheriff's Office may be required to deliver the funds to the County Treasurer on or before July 1 if the funds are not claimed. Any applicable funds not claimed should be escheated to the County Treasurer within the time required by statute.

If you have any questions, please contact Letty Chavez, Compliance Auditor Supervisor, at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

cc: Valde Guerra, County Executive Officer

COUNTY of HIDALGO

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EDINBURG, TEXAS 78539

June 8, 2016

The Honorable Eddie Guerra
Hidalgo County Sheriff
711 El Cibolo Rd.
Edinburg, Texas 78540

Re: Review of Sheriff's Fee Financial Statements
For the Months Ended January 31, 2016 through March 31, 2016

Dear Sheriff Guerra:

We conducted a limited scope review of the Fee Trust Account financial statements for the months ended January 31, 2016 through March 31, 2016 pursuant to Local Government Code §112.006 (a), §115.001, §115.002 (b). and §115.901. The objective of the review was to obtain limited assurance that the financial statements are free from material misstatement.

Management is responsible for the preparation of the financial statements including the design, implementation, and maintenance of internal controls relevant to the preparation of the financial statements. Our responsibility is to perform procedures to obtain limited assurance that the financial statements are free from material misstatement.

Based on our review, nothing came to our attention that caused us to believe that the financial statements contained any material misstatements. However, we noted that the system of internal controls relevant to the preparation of the financial statements requires improvement as noted in the following observations.

**Observation No. 1**

The Due from Federal Government – Boarding of Prisoners balance as of March 31, 2016 was $19,742.34 and consisted of the following:

- "Due from Army" totaling $1,664.00 and consisting of billings for the months of April 2011 ($468.00; September 2011 ($260.00); November 2011 ($520.00); May 2013 ($156.00); and August 2013 ($260.00).
- "Due from Border Patrol" totaling $286.81 and consisting of billings for the months of June 2002 ($64.00); August 2003 ($159.15); and January 2004 ($63.66).
- "Due from Bureau of Prisons" totaling $13,820.63 and consisting of billings for the months of September 2004 ($3,056.63), March 2016 ($10,764.00).
- "Due from DHS/ICE" totaling $732.09 and consisting of billings for the months of August 2007 ($381.96), May 2008 ($31.83), and September 2008 ($318.30).
- "Due from ICE" totaling $127.32 and consisting of the billing for the month of February 2005.
- "Due from INS" totaling $95.49 and consisting of the billing for the month of May 2003.
- "Due from CBP (Pharr)" totaling $208.00 and consisting of billing for the month of March 2016 ($208.00).

- "Due from US Marshalls" totaling $2,808.00 and consisting of billings for the months of February 2016 ($1,404.00) and March 2016 ($1,404.00).

According to staff, payment is being sought from the Federal Government.

We recommend that management seek the assistance of the District Attorney's Office for collection of the amounts due from the Federal Government.

**Observation No. 2**

The Due to Others – Voided Checks balance as of March 31, 2016 was $99.24. The balance included 9 void checks with original issue date of October 10, 2012 through October 9, 2015.

Pursuant to Texas Property Code Chapter 76, a check may be presumed abandoned on the latest of the third anniversary of the date (1) the check was payable; (2) the issuer or payor of the check last received documented communication from the payee of the check; or (3) the check was issued if, according to the knowledge and records of the issuer or payor of the check, during that period, a claim to the check has not been asserted or an act of ownership by the payee has not been exercised.

We recommend that a notice be mailed to the last known address of the payee for the 9 voided checks stating that: (1) the Sheriff's Office is holding the funds; and (2) the Sheriff's Office may be required to deliver the funds to the County Treasurer on or before July 1 if the funds are not claimed. Any applicable funds not claimed should be escheated to the County Treasurer within the time required by statute.

If you have any questions, please contact Letty Chavez, Compliance Auditor Supervisor, at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

cc: Valde Guerra, County Executive Officer

COUNTY of HIDALGO

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EDINBURG, TEXAS 78539

June 7, 2016

Honorable Eddie Guerra
Hidalgo County Sheriff
711 El Cibolo Rd.
Edinburg, Texas 78540

Re: Review of "D" *Monthly Fines and Fees Report* and Supporting Documentation
For the months ended May 31, 2015 through December 31, 2015

Dear Sheriff Guerra:

We have conducted a limited scope review of the "D" *Monthly Fines and Fees Reports* and supporting documentation for the months ended May 31, 2015 through December 31, 2015 pursuant to Local Government Code §115.002 (a) and (b). The objective of the review was to determine if fines and fees collected were properly accounted and reported.

**Scope:**
The scope of our review was limited to collections reported by your office on the "D" *Monthly Fines and Fees Reports* for the months of May 2015 through December 2015. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed the "D" *Monthly Fines and Fees Reports* and supporting documentation. The following procedures were also performed:

- Reviewed the submittal date of the "D" *Monthly Fines and Fees Reports* to the County Auditor's Office to determine if the reports and supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001(b).
- Verified the signatures on the "D" *Monthly Fines and Fees Reports* to ensure that the reports were signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the "D" *Monthly Fines and Fees Reports* by footing and cross-footing the reports.
- Verified that procedures for voided receipts were properly followed.
- Verified that collections per the "D" *Monthly Fines and Fees Reports* agreed to: 1.) total receipts issued, and 2.) total deposits made.

- Reviewed the "D" *Monthly Fines and Fees Reports* and County Treasurer receipts to determine whether fees collected were properly accounted and deposited with the County Treasurer's Office on a weekly basis.
- Reviewed receipts issued and the "D" *Monthly Fines and Fees Reports*, among other supporting documentation, to verify proper completion.

**Conclusion:**
Total collections for the months of May 2015 through December 2015 were $9,073.20; $5,936.50; $5,164.00; $3,518.20; $3,221.20; $2,476.00; $1,978.20; and $2,673.50, respectively. Based on the results of our review, we have concluded that fees were generally properly accounted and reported. However, we noted that the system of internal controls for the collection and safeguarding of cash requires improvement as noted in the following observations.

**Observation No 1:**
We noted during our review that the "D" *Monthly Fines and Fees Reports* were not submitted to the County Auditor's Office within 5 days after the last day of the month as required by Local Government Code §114.001(b). The reports were submitted from 2 to 11 days late.

Pursuant to Local Government Code §114.001(b), monthly reports must be submitted to the County Auditor's Office within five days after the last day of the month.

Pursuant to Local Government Code § 85.001 (A)-(B), the Sheriff is required to execute a surety bond, "conditioned that the sheriff will: (A) faithfully perform the duties of office established by law; (B) account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county."

Failure to submit the "D" *Monthly Fines and Fees Reports* to the County Auditor's Office within five days after the last day of the month pursuant to Local Government Code §114.001(b) may violate the terms of the Sheriff's official bond.

**Recommendation:**
Management should ensure the "D" *Monthly Fines and Fees Report* is submitted to the County Auditor's Office within five days after the last day of the month pursuant to Local Government Code §114.001(b) .

**Observation No. 2:**
Procedures for voiding receipts were not always followed. At times, voided receipts did not contain the employee signature, reason for void, date the receipt was void, and the signature of the supervisor approving the void.

The County Auditor's Office requires that approval to void a receipt be obtained prior to voiding a receipt. Approval of void receipts should be limited to supervisors. The supervisors should ensure the original and all copies of the void receipt contain on the face of the receipt the word "void", an explanation for the void, the date receipt was voided, and the supervisor's signature of approval. In addition, the supervisor should ensure that the original and all the other copies of the voided receipt are securely attached together.

Formal procedures have not been developed and implemented to ensure receipts are properly voided. This may result in the loss or misuse of County funds.

**Recommendation:**
Management should develop and implement formal procedures to ensure that void receipts contain the employee signature, reason for void, date the receipt was void, and the signature of the supervisor approving the void.

**Observation No. 3:**
We noted during our review that fines, fees, and court costs collected from inmates upon discharge from jail are being deposited into the Bond "B" (cash bail bonds) bank account. According to the Sheriff's Office staff,

the new deposit procedure was implemented during the transition to *Odyssey*, as recommended by Tyler Technologies.

Local Government Code §113.021(a) states "fees, commissions, funds, and other money belonging to a county shall be deposited with the county treasurer by the person who collects the money. The person must deposit the money in accordance with any applicable procedures prescribed by or under Section 112.001 or 112.002."

Pursuant to Local Government Code §85.001 (A)-(B), the Sheriff is required to execute a surety bond, "conditioned that the sheriff will: (A) faithfully perform the duties of office established by law; (B) account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county."

Failure to remit fines, fees, and court costs to the County Treasurer may violate the terms of the Sheriff's official bond.

**Recommendation:**
In order to ensure compliance with state statutes and ensure that funds are more effectively and efficiently accounted, management should ensure that the Sheriff's "D" collections are deposited with the County Treasurer.

**Observation No. 4:**
We noted during our review that fines, fees, and court costs collected from inmates upon discharge from jail were receipted in *Odyssey* with the fee code assigned to cash bail bonds, in error. The various fee codes assigned to the Sheriff's "D" collections should have been utilized. According to staff, Jailers, who are responsible for collections, are frequently changing and are not aware of all the receipting procedures. However, the Jailers will be reminded of the proper receipting procedures.

The County Auditor's Office requires that collection be receipted in *Odyssey* using the correct fee code in order to properly account for collections.

Failure to ensure that collections are receipted using the proper fee code may result in reporting errors.

**Recommendation:**
Management should re-train staff regarding the proper receipting procedures.

If you should have any questions or concerns, please do not hesitate to contact Letty Chavez, Compliance Audit Supervisor, ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

COUNTY of HIDALGO

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EDINBURG, TEXAS 78539

June 7, 2016

Honorable Eddie Guerra
Hidalgo County Sheriff
711 El Cibolo Rd.
Edinburg, Texas 78540

Re: Review of "D" *Monthly Fines and Fees Report* and Supporting Documentation
For the Months ended January 31, 2016 through February 29, 2016

Dear Sheriff Guerra:

We have conducted a limited scope review of the "D" *Monthly Fines and Fees Reports* and supporting documentation for the months ended January 31, 2016 through February 29, 2016 pursuant to Local Government Code §115.002 (a) and (b). The objective of the review was to determine if fines and fees collected were properly accounted and reported.

**Scope:**
The scope of our review was limited to collections reported by your office on the "D" *Monthly Fines and Fees Reports* for the months of January 31, 2016 through February 29, 2016. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed the "D" *Monthly Fines and Fees Reports* and supporting documentation. The following procedures were also performed:

- Reviewed the submittal date of the "D" *Monthly Fines and Fees Reports* to the County Auditor's Office to determine if the reports and supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001(b).
- Verified the signatures on the "D" *Monthly Fines and Fees Reports* to ensure that the reports were signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the "D" *Monthly Fines and Fees Reports* by footing and cross-footing the reports.
- Verified that procedures for voided receipts were properly followed.

- Verified that collections per the "D" *Monthly Fines and Fees Reports* agreed to: 1.) total receipts issued, and 2.) total deposits.
- Reviewed the "D" *Monthly Fines and Fees Reports* and County Treasurer receipts to determine whether fees collected were properly accounted and deposited with the County Treasurer's Office on a weekly basis.
- Reviewed receipts issued and the "D" *Monthly Fines and Fees Reports*, among other supporting documentation, to verify proper completion.

**Conclusion:**
Total collections for the months of January 2016 and February 2016 were $2,428.30 and $3,071.40, respectively. Based on the results of our review, we have concluded that fees were generally properly accounted and reported. However, we noted that the system of internal controls for the collection and safeguarding of cash requires improvement as noted in the following observations.

**Observation No. 1:**
Procedures for voiding receipts were not always followed. At times, voided receipts did not contain the employee signature, reason for void, date the receipt was void, and the signature of the supervisor approving the void.

The County Auditor's Office requires that approval to void a receipt be obtained prior to voiding a receipt. Approval of void receipts should be limited to supervisors. The supervisors should ensure the original and all copies of the void receipt contain on the face of the receipt the word "void", an explanation for the void, the date receipt was voided, and the supervisor's signature of approval. In addition, the supervisor should ensure that the original and all the other copies of the voided receipt are securely attached together.

Formal procedures have not been developed and implemented to ensure receipts are properly voided. This may result in the loss or misuse of County funds.

**Recommendation:**
Management should develop and implement formal procedures to ensure that void receipts contain the employee signature, reason for void, date the receipt was void, and the signature of the supervisor approving the void.

**Observation No. 2:**
We noted during our review that fines, fees, and court costs collected from inmates upon discharge from jail are being deposited into the Bond "B" (cash bail bonds) bank account. According to the Sheriff's Office staff, the new deposit procedure was implemented during the transition to *Odyssey*, as recommended by Tyler Technologies.

Local Government Code §113.021(a) states "fees, commissions, funds, and other money belonging to a county shall be deposited with the county treasurer by the person who collects the money. The person must deposit the money in accordance with any applicable procedures prescribed by or under Section 112.001 or 112.002."

Pursuant to Local Government Code §85.001 (A)-(B), the Sheriff is required to execute a surety bond, "conditioned that the sheriff will: (A) faithfully perform the duties of office established by law; (B) account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county."

Failure to remit fines, fees, and court costs to the County Treasurer may violate the terms of the Sheriff's official bond.

**Recommendation:**
In order to ensure compliance with state statutes and ensure that funds are more effectively and efficiently accounted, management should ensure that the Sheriff's "D" collections are deposited with the County Treasurer.

If you should have any questions or concerns, please do not hesitate to contact Letty Chavez, Compliance Audit Supervisor, ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

COUNTY of HIDALGO

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EDINBURG, TEXAS 78539

June 7, 2016

Honorable Eddie Guerra
Hidalgo County Sheriff
711 El Cibolo Rd.
Edinburg, Texas 78540

Re: Review of "D" *Monthly Fines and Fees Report* and Supporting Documentation
For the Month ended March 31, 2016

Dear Sheriff Guerra:

We have conducted a limited scope review of the "D" *Monthly Fines and Fees Reports* and supporting documentation for the month ended March 31, 2016 pursuant to Local Government Code §115.002 (a) and (b). The objective of the review was to determine if fines and fees collected were properly accounted and reported.

**Scope:**
The scope of our review was limited to collections reported by your office on the "D" *Monthly Fines and Fees Reports* for the month of March 31, 2016. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

The purpose of this report is to furnish management independent, objective analyses, recommendations, and information concerning the area reviewed. The report should serve as a tool to help management discern and implement specific improvements.

**Methodology:**
In planning and performing our review, we reviewed the "D" *Monthly Fines and Fees Report* and supporting documentation. The following procedures were also performed:

- Reviewed the submittal date of the "D" *Monthly Fines and Fees Report* to the County Auditor's Office to determine if the reports and supporting documentation were received within five days after the last day of the month pursuant to Local Government Code §114.001(b).
- Verified the signature on the "D" *Monthly Fines and Fees Report* to ensure that the report was signed by an authorized signatory as documented on the "Authorized Signatories Form."
- Verified the mathematical accuracy of the "D" *Monthly Fines and Fees Report* by footing and cross-footing the report.
- Verified that procedures for voided receipts were properly followed.
- Verified that collections per the "D" *Monthly Fines and Fees Report* agreed to: 1.) total receipts issued, and 2.) total deposits.
- Reviewed the "D" *Monthly Fines and Fees Report* and County Treasurer receipts to determine whether fees collected were properly accounted and deposited with the County Treasurer's Office on a weekly basis.

- Reviewed receipts issued and the "D" *Monthly Fines and Fees Report*, among other supporting documentation, to verify proper completion.

**Conclusion:**
Total collections for the month of March 2016 were $2,638.20. Based on the results of our review, we have concluded that fees were generally properly accounted and reported. However, we noted that the system of internal controls for the collection and safeguarding of cash requires improvement as noted in the following observations.

**Observation No. 1:**
Procedures for voiding receipts were not always followed. At times, voided receipts did not contain the employee signature, reason for void, date the receipt was void, and the signature of the supervisor approving the void.

The County Auditor's Office requires that approval to void a receipt be obtained prior to voiding a receipt. Approval of void receipts should be limited to supervisors. The supervisors should ensure the original and all copies of the void receipt contain on the face of the receipt the word "void", an explanation for the void, the date receipt was voided, and the supervisor's signature of approval. In addition, the supervisor should ensure that the original and all the other copies of the voided receipt are securely attached together.

Formal procedures have not been developed and implemented to ensure receipts are properly voided. This may result in the loss or misuse of County funds.

**Recommendation:**
Management should develop and implement formal procedures to ensure that void receipts contain the employee signature, reason for void, date the receipt was void, and the signature of the supervisor approving the void.

**Observation No. 2:**
We noted during our review that fines, fees, and court costs collected from inmates upon discharge from jail are being deposited into the Bond "B" (cash bail bonds) bank account. According to staff, the new deposit procedure was implemented during the transition to *Odyssey*, as recommended by Tyler Technologies.

Local Government Code §113.021(a) states "fees, commissions, funds, and other money belonging to a county shall be deposited with the county treasurer by the person who collects the money. The person must deposit the money in accordance with any applicable procedures prescribed by or under Section 112.001 or 112.002."

Pursuant to Local Government Code §85.001 (A)-(B), the Sheriff is required to execute a surety bond, "conditioned that the sheriff will: (A) faithfully perform the duties of office established by law; (B) account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county."

Failure to remit fines, fees, and court costs to the County Treasurer may violate the terms of the Sheriff's official bond.

**Recommendation:**
In order to ensure compliance with state statutes and ensure that funds are more effectively and efficiently accounted, management should ensure that the Sheriff's "D" collections are deposited with the County Treasurer.

If you should have any questions or concerns, please do not hesitate to contact Letty Chavez, Compliance Audit Supervisor, ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: Valde Guerra, County Executive Officer

COUNTY of HIDALGO

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EDINBURG, TEXAS 78539

June 7, 2016

The Honorable Eddie Guerra
Hidalgo County Sheriff
711 El Cibolo Rd.
Edinburg, Texas 78540

Re: Review of Sheriff's "B" Account Financial Statements
For the Months Ended May 31, 2015 through December 31, 2015

Dear Sheriff Guerra:

We conducted a limited scope review of the "B" Account financial statements for the months ended May 31, 2015 through December 31, 2015 pursuant to Local Government Code §112.006 (a), §115.001, §115.002 (b), and §115.901. The objective of the review was to obtain limited assurance that the balance sheets are free from material misstatement.

Management is responsible for the preparation of the financial statements including the design, implementation, and maintenance of internal controls relevant to the preparation of the financial statements. Our responsibility is to perform procedures to obtain limited assurance that the balance sheet is free from material misstatement.

Based on our review, nothing came to our attention that caused us to believe that the financial statements contained any material misstatement. However, we noted that the system of internal controls relevant to the preparation of financial statements requires improvements as noted in the following observations:

**Observation No. 1**

We noted during our review that fines, fees, and court costs collected from inmates upon discharge from jail and bail bond fees collected from bail bondsmen were being deposited into the Bond "B" (cash bail bonds) bank account. According to the Sheriff's Office staff, the new deposit procedure was implemented during the transition to *Odyssey*, as recommended by Tyler Technologies.

Pursuant to Attorney General Opinion JC-0195, "statutory duties with respect to cash bail bonds necessarily require a sheriff to hold and provide for the safekeeping of the funds before they are forwarded and deposited with the clerk of the court in which the prosecution is pending in the usual circumstances. Similarly, we believe they also necessarily obligate the sheriff to hold and provide for the safekeeping of those funds when there is no court with which the funds may be deposited because no case is filed."

Pursuant to Local Government Code §113.022 (a), a county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received.

Local Government Code §112.002 authorizes the county auditor to "prescribe the system of accounting for the county. The county auditor may adopt and enforce regulations, not inconsistent with law or with a rule adopted under Section 112.003, that the auditor considers necessary for the speedy and proper collecting, checking, and accounting of the revenues and other funds and fees that belong to the county or to a person for whom a district clerk, district attorney, county officer, or precinct officer has made a collection or for whose use or benefit the officer holds or has received funds."

Pursuant to Local Government Code §85.001 (A)-(B), the Sheriff is required to execute a surety bond, "conditioned that the sheriff will: (A) faithfully perform the duties of office established by law; (B) account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county."

A county officer's failure to deposit collections pursuant to state statutes and procedures developed by the County Auditor may violate the terms of his official bond.

**Recommendation:**
In order to ensure compliance with state statutes and ensure that funds are more effectively and efficiently accounted, management should ensure that fines, fees, and court costs collected from inmates upon discharge from jail and bail bond fees collected from bail bondsmen are deposited with the County Treasurer. Please contact the County Auditor's staff for assistance regarding implementation of the established deposit requirements.

**Observation No. 2**
Procedures for voiding receipts/checks were not always followed. At times, voided receipts/checks did not contain the employee signature, reason for void, date the receipt/check was void, and the signature of the supervisor approving the void.

The County Auditor's Office requires that approval of a void receipt/check be obtained prior to voiding a receipt/check. Approval of a void receipt/check should be limited to supervisors. The supervisors should ensure the original and all copies of the void receipt/check contain on the face of the receipt/check the word "void", an explanation for the void, the date receipt/check was voided, and the supervisor's signature of approval. In addition, the supervisor should ensure that the original and all the other copies of the voided receipt/check are securely attached together.

Formal procedures have not been developed and implemented to ensure receipts/checks are properly voided. This may result in the loss or misuse of County funds.

**Recommendation:**
Management should develop and implement formal procedures to ensure that void receipts/checks contain the employee signature, reason for void, date the receipt/check was void, and the signature of the supervisor approving the void.

Please provide a management response to the observations noted above by June 17, 2016.

If you have any questions, please contact Letty Chavez, Compliance Audit Supervisor, at 318-2511, ext 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

cc: Valde Guerra, County Executive Officer
Daniel Garcia, Chief, Adult Detention Division

COUNTY of HIDALGO

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EDINBURG, TEXAS 78539

June 7, 2016

The Honorable Eddie Guerra
Hidalgo County Sheriff
711 El Cibolo Rd.
Edinburg, Texas 78540

Re: Review of Sheriff's Inmate Trust Financial Statements
For the Months of May 2015 through December 2015

Dear Sheriff Guerra:

We conducted a limited scope review of the financial statements and applicable supporting documentation of the Inmate Trust Fund Account for the months of May 2015 through December 2015 pursuant to Local Government Code §115.001. The objective of the review was to obtain limited assurance that the financial statements are free from material misstatements.

Management is responsible for the preparation of the financial statements including the design, implementation, and maintenance of internal controls relevant to the preparation of the financial statements. Our responsibility is to perform procedures to obtain limited assurance that there are no material modifications that need to be made to the financial statements.

Based on our review, nothing came to our attention that caused us to believe that the financial statements contained any material misstatements. However, we noted that the system of internal controls for the accounting of inmate trust funds requires improvement as noted below:

**Accounts Receivable**
As of December 31, 2015, the "Accounts Receivable" account had a balance of $2,129.75. The balance consisted of overpayments made to 120 inmates between December 1999 and October 8, 2015.

We recommend that management seek payment from the inmates who received an overpayment. If all collection efforts have been exhausted, an indemnification request should be submitted to Commissioners Court pursuant to Local Government Code (LGC) §157.903. Copies of any documentation (i.e., investigative reports, letters sent by the Department attempting collection, phone call log of call attempts, etc.) that supports the claim for indemnification should be attached to the agenda item.

**Due to Others – Overage**
As of December 31, 2015, the "Due to Other – Bank Overage" account had a balance of $179.55. The overages occurred between March 2007 and November 2015.

We recommend that the $179.55 net overage be transferred to the County Treasurer's Office by June 17, 2016 and credited to the miscellaneous revenue account.

**Held in Trust**
As of December 31, 2015, the "Held in Trust" account had a cash balance of $45,388.80 and consisted of funds received from inmates and/or the inmates' family members. However, the balance on the "Prior Account Balance Report," a report generated from *Odyssey* (the County's law enforcement system) that lists the names of the inmates and the amount of funds held in trust for each inmate, was only $43,138.26, resulting in an unidentified variance of $2,250.54. The Sheriff's Office conducted research to identify the

owners of the unidentified variance and several checks were issued; however, a small variance continues to exist.

We recommend that the Sheriff's Office continue to conduct additional research to identify the owners of the variance.

**Void Receipts:**
Procedures for voiding receipts/checks were not always followed. At times, voided receipts/checks did not contain the reason for void, date the receipt/check was voided, and the signature of the supervisor approving the void. According to staff, Detention Officers, who are responsible for collections and disbursements, are frequently changing and are not aware of all the void procedures. However, the Detention Officers will be reminded regarding the proper procedures for voiding receipts/checks.

The County Auditor's Office requires that approval of a void receipt/check be obtained prior to voiding a receipt/check. Approval of void receipts/checks should be limited to supervisors. The supervisors should ensure the original and all copies of the void receipt/check contain on the face of the receipt/check the word "void", an explanation for the void, the date receipt/check was voided, and the supervisor's signature of approval. In addition, the supervisor should ensure that the original and all the other copies of the voided receipt/check are securely attached together.

Failure to ensure receipts /checks are properly voided may result in the loss or misuse of County funds.

**Recommendation:**
Management should re-train staff regarding the proper procedures for voiding receipts/checks. At a minimum, the procedures listed above should be implemented.

Please provide a management response to the observations noted above by June 17, 2016.

If you have any questions, please contact Letty Chavez, Compliance Audit Supervisor, at 318-2511, ext 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

Cc: Valde Guerra, County Executive Officer

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EDINBURG, TEXAS 78539

June 7, 2016

The Honorable Sheriff Eddie Guerra
Hidalgo County Sheriff
711 El Cibolo Rd.
Edinburg, Texas 78540

Re: Review of Sheriff's Inmate Trust Financial Statements
For the Months of January 2016 and February 2016

Dear Sheriff Guerra:

We conducted a limited scope review of the financial statements and applicable supporting documentation of the Inmate Trust Fund Account for the months of January 2016 and February 2016 pursuant to Local Government Code §115.001. The objective of the review was to obtain limited assurance whether any material modifications needed to be made to the financial statements.

Management is responsible for the preparation of the financial statements and for designing, implementing, and maintaining internal control relevant to the preparation of the financial statements. Our responsibility is to perform procedures to obtain limited assurance that there are no material modifications that need to be made to the financial statements.

Based on our review, nothing came to our attention that caused us to believe that the financial statements contained any material misstatements. However, we noted that the system of internal controls for the accounting of inmate trust funds requires improvement as noted below:

**Accounts Receivable**
As of February 29, 2016, the "Accounts Receivable" account had a balance of $2,129.75. The balance consisted of overpayments made to 120 inmates between December 1999 and October 8, 2015.

We recommend that management seek payment from the inmates who received an overpayment. If all collection efforts have been exhausted, an indemnification request should be submitted to Commissioners Court pursuant to Local Government Code (LGC) §157.903. Copies of any documentation (i.e., investigative reports, letters sent by the Department attempting collection, phone call log of call attempts, etc.) that supports the claim for indemnification should be attached to the agenda item.

**Due to Others – Overage**
As of February 29, 2016, the "Due to Other – Bank Overage" account had a balance of $179.55. The overages occurred between March 2007 and November 2015.

We recommend that the $179.55 net overage be transferred to the County Treasurer's office and credited to the miscellaneous revenue account.

**Held in Trust**
As of December 31, 2015, the "Held in Trust" account had a cash balance of $62,038.94 and consisted of funds received from inmates and/or the inmates' family members. However, the balance on the "Prior Account Balance Report," a report generated from *Odyssey* (the County's law enforcement system) that lists the names of the inmates and the amount of funds held in trust for each inmate, was only $59,760.50 resulting in an unidentified variance of $2,278.44. The Sheriff's Office conducted research to identify the

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

owners of the unidentified variance and several checks were issued; however, a small variance continues to exist.

We recommend that the Sheriff's Office continues to conduct additional research to identify the owners of the unidentified variance.

**Voids:**

Procedures for voiding checks were not always followed. At times, voided checks did not contain the reason for void, date the check was voided, and the signature of the supervisor approving the void. According to staff, Detention Officers, who are responsible for collections and disbursements, are frequently changing and are not aware of all the void procedures. However, the detention officers will be reminded regarding the proper procedures for voiding receipts and checks.

The County Auditor's Office requires that approval of a void receipt and check be obtained prior to voiding a receipt or check. Approval of void receipts and checks should be limited to supervisors. The supervisors should ensure the original and all copies of the void receipt and checks contain on the face of the receipt the word "void", an explanation for the void, the date receipt was voided, and the supervisor's signature of approval. In addition, the supervisor should ensure that the original and all the other copies of the voided receipt are securely attached together and submitted to the County Auditor's Office.

Failure to ensure checks are properly voided may result in the loss or misuse of County funds.

**Recommendation:**

Management should re-train staff regarding the proper procedures for voiding checks. At a minimum, the procedures listed above should be implemented.

Please provide a management response to the observations noted above by June 24, 2016.

If you have any questions, please contact Letty Chavez, Compliance Audit Supervisor, at 318-2511, ext 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

HIDALGO COUNTY DISTRICT JUDGES

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COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

June 7, 2016

The Honorable Sheriff Eddie Guerra
Hidalgo County Sheriff
711 El Cibolo Rd.
Edinburg, Texas 78540

Re: Review of Sheriff's Regular Trust Fund Financials
For the Month Ended December 31, 2015

Dear Sheriff Guerra:

We conducted a limited scope review of the Regular Trust Fund financial statements for the month ended December 31, 2015 pursuant to Local Government Code §115.001. The objective of the review was to obtain limited assurance that the financial statements are free from material misstatements.

Management is responsible for the preparation of the financial statements including the design, implementation, and maintenance of internal controls relevant to the preparation of the financial statements. Our responsibility is to perform procedures to obtain limited assurance that there are no material modifications that need to be made to the financial statements.

Based on our review, nothing came to our attention that caused us to believe that the financial statements contained any material misstatements. However, we noted that the system of internal controls relevant to the preparation of the financial statements requires improvements as noted in the following observation:

**Observation No. 1**
Pursuant to Tax Code §34.01 (a), "real property seized under a tax warrant issued under subchapter E, Chapter 33, or ordered sold pursuant to foreclosure of a tax lien shall be sold by the officer charged with selling the property…".

Pursuant to Tax Code §34.02 (d), "the officer conducting a sale under section 33.94 or 34.01 shall pay any excess proceeds after payment of all amounts due all participants in the sale as specified by subsection (b) to the clerk of the court issuing the warrant or order of sale."

During the month of December 2015, the Sheriff's Office conducted a tax sale of foreclosed properties. The Sheriff's Office distributed the proceeds from the tax sale to the delinquent tax attorney firm. The delinquent tax attorney firm distributed the tax sale proceeds to all the tax sale participants instead of the distribution being made by the Sheriff as required by Tax Code § 34.02.

According to the Sheriff's Office, the distributed proceeds were from a tax re-sale. Odyssey is programmed to automatically issue the check for all proceeds to the delinquent tax attorney firm.

We recommend that management contact Tyler Technology and request that *Odyssey* be programmed to allow the Sheriff's Office to distribute the tax re-sale proceeds to all participating entities pursuant to Tax Code §34.02.

If you have any questions, please contact Letty Chavez, Compliance Audit Supervisor, at 318-2511, ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

cc: Valde Guerra, County Executive Officer
Renán Ramirez, Chief Information Officer

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
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WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

May 31, 2016

The Honorable Pablo Villarreal, Jr., RTA
Hidalgo County Tax Assessor/Collector
2804 S. Business Hwy. 281
Edinburg, Texas 78539

Ref: Review of Delinquent Tax Attorney Payment Request - April 2016
Report No. 2016-41

Dear Mr. Villarreal:

We have completed a limited scope review of the April 2016 payment request prepared by your office for delinquent tax attorney (DTA) fees due to Linebarger, Goggan, Blair, and Sampson LLP ("LGBS") and related supporting documentation. The objective of our limited scope review was to determine if the payment request was accurate and properly authorized.

The scope of our review was limited to a review of the DTA fees collected by your office on behalf of the following entities: Hidalgo County (GHD), Road District 2 (RD2), Road District 5 (RD5), Road District 7 (RD7), Road District 11 (RD11), Road District 12 (RD12), Road District 14 (RD14), Road District 15, State of Texas (TEX); and the payment request prepared by your office for the month ended April 30, 2016. The County Auditor's Office did not review the tax accounts listed on the "Hidalgo County Tax Office Current Collection Report" and "Hidalgo County Tax Office Prior Collection Report" that reflected a refund since LGBS stated that they would not seek reimbursement for DTA fees previously paid to the prior DTA firm. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. The responsibility for sound internal controls rests with management.

As part of our review, we reviewed the payment request, the delinquent tax attorney contract, and various collection reports prepared by your office. The following procedures were performed:

- Verified that the payment request was signed and included a certification by the Hidalgo County Tax Assessor/Collector that the "payment represents 15% of the delinquent taxes and penalty and interest collections for the month of April 2016."
- Reviewed the "Hidalgo County Tax Office Current Collection Report" and "Hidalgo County Tax Office Prior Collection Report" to determine if the DTA fees were collected at the 15% rate specified in the contract.
- Reviewed the "Hidalgo County Tax Office Current Collection Report" and "Hidalgo County Tax Office Prior Collection Report" to determine if the total amount of DTA fees collected agree to the amount transferred to the Hidalgo County Treasurer's Office.

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

The results of our review revealed that the payment request was generally accurate and properly authorized. More specifically, the following was noted:

- The payment request was signed and included a certification by the Hidalgo County Tax Assessor/Collector that the "payment represents 15% of the delinquent taxes and penalty and interest collections for the month of April 2016."
- Although DTA fees for 309 tax accounts were not collected at the 15% rate specified in the contract; we concluded that the differences in rates were attributed to tax deferrals, & small amounts collected.(see Exhibit A).

We will proceed to process the April 2016 DTA payment request in the amount of $147,429.15 to LGBS.

If you have any questions, please feel free to call Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

Enclosures

cc: Ms. Lucy Canales, Linebarger Goggan Blair & Sampson, LLP

# Exhibit A

| | Tax Unit | Year | Account No. | Levy Paid | Penalty/Interest Paid | Subtotal Paid | Attorney Paid |
|---|---|---|---|---|---|---|---|
| 1 | 1 | 2015 | M224099000000194 | 0.25 | 0.03 | 0.28 | 0.04 |
| 2 | 1 | 2015 | C935099002000154 | 0.21 | 0.02 | 0.23 | 0.03 |
| 3 | 1 | 2015 | H255099002001303 | 0.17 | 0.02 | 0.19 | 0.03 |
| 4 | 1 | 2015 | T306099000001AB7 | 0.21 | 0.02 | 0.23 | 0.03 |
| 5 | 1 | 2015 | M380099001000105 | 0.08 | 0.01 | 0.09 | 0.01 |
| 6 | 1 | 2014 | P500003000002800 | 77.24 | 19.05 | 96.29 | 13.9 |
| 7 | 1 | 2014 | S397507000001300 | 23.72 | 5.85 | 29.57 | 4.27 |
| 8 | 1 | 2014 | L605000000018315 | 22.6 | 5.42 | 28.02 | 4 |
| 9 | 1 | 2014 | S397507000001300 | 15.81 | 3.9 | 19.71 | 2.85 |
| 10 | 1 | 2014 | T460002000003600 | 1.05 | 0.27 | 1.32 | 0.19 |
| 11 | 1 | 2014 | J952099000000113 | 0.55 | 0.15 | 0.7 | 0.11 |
| 12 | 1 | 2014 | J183503000005100 | 0.55 | 0.15 | 0.7 | 0.11 |
| 13 | 1 | 2014 | S792099000000204 | 0.44 | 0.13 | 0.57 | 0.09 |
| 14 | 1 | 2014 | L580602000020600 | 0.45 | 0.12 | 0.57 | 0.08 |
| 15 | 1 | 2014 | T544000000003000 | 0.36 | 0.09 | 0.45 | 0.07 |
| 16 | 1 | 2014 | I604802000005100 | 0.24 | 0.07 | 0.31 | 0.05 |
| 17 | 1 | 2014 | S447002000005400 | 0.25 | 0.07 | 0.32 | 0.05 |
| 18 | 1 | 2014 | H120000095000100 | 0.24 | 0.06 | 0.3 | 0.04 |
| 19 | 1 | 2014 | A280000000001200 | 0.24 | 0.06 | 0.3 | 0.04 |
| 20 | 1 | 2014 | P806006000001700 | 0.19 | 0.05 | 0.24 | 0.04 |
| 21 | 1 | 2014 | P450099005002316 | 0.22 | 0.06 | 0.28 | 0.04 |
| 22 | 1 | 2014 | G806995000009302 | 0.24 | 0.06 | 0.3 | 0.04 |
| 23 | 1 | 2014 | S525001011000500 | 0.12 | 0.03 | 0.15 | 0.02 |
| 24 | 1 | 2014 | N160000003000311 | 0.13 | 0.04 | 0.17 | 0.02 |
| 25 | 1 | 2014 | C180000010000100 | 0.03 | 0.01 | 0.04 | 0.01 |
| 26 | 1 | 2014 | C162601000005700 | 0.07 | 0.02 | 0.09 | 0.01 |
| 27 | 1 | 2014 | T475500000001600 | 0.05 | 0.01 | 0.06 | 0.01 |
| 28 | 1 | 2013 | N336000000007500 | 206.88 | 68.96 | 275.84 | 37.86 |
| 29 | 1 | 2013 | O050000000003300 | 49.08 | 17.18 | 66.26 | 9.35 |
| 30 | 1 | 2013 | B030000014000200 | 37.13 | 13.25 | 50.38 | 7.19 |
| 31 | 1 | 2013 | B158504000008600 | 35.05 | 11.57 | 46.62 | 6.36 |
| 32 | 1 | 2013 | A330000002002300 | 25.7 | 8.49 | 34.19 | 4.9 |
| 33 | 1 | 2013 | C140000064000610 | 22.58 | 8.06 | 30.64 | 4.37 |
| 34 | 1 | 2013 | C980000002000111 | 14 | 4.8 | 18.8 | 2.62 |
| 35 | 1 | 2013 | H250000012000815 | 6.71 | 2.26 | 8.97 | 1.24 |
| 36 | 1 | 2013 | P320002006001200 | 3.93 | 1.31 | 5.24 | 0.72 |
| 37 | 1 | 2013 | T544000000004400 | 0.42 | 0.16 | 0.58 | 0.09 |
| 38 | 1 | 2013 | L583003000014500 | 0.23 | 0.09 | 0.32 | 0.05 |
| 39 | 1 | 2013 | A265500000003400 | 0.17 | 0.07 | 0.24 | 0.04 |
| 40 | 1 | 2013 | T625002000005100 | 0.11 | 0.04 | 0.15 | 0.02 |
| 41 | 1 | 2013 | R360000003000300 | 0.03 | 0.01 | 0.04 | 0.01 |
| 42 | 1 | 2013 | L502500000012855 | 0.04 | 0.02 | 0.06 | 0.01 |
| 43 | 1 | 2012 | V370001010000300 | 319.55 | 133.15 | 452.7 | 58.96 |
| 44 | 1 | 2012 | L181000000021400 | 280.92 | 118.92 | 399.84 | 52.67 |
| 45 | 1 | 2012 | C965000001001200 | 225.42 | 96.18 | 321.6 | 42.6 |

# Exhibit A

| | Tax Unit | Year | Account No. | Levy Paid | Penalty/Interest Paid | Subtotal Paid | Attorney Paid |
|---|---|---|---|---|---|---|---|
| 46 | 1 | 2012 | M645000004001400 | 99.22 | 41.34 | 140.56 | 18.31 |
| 47 | 1 | 2012 | O050000000003300 | 47.33 | 22.25 | 69.58 | 9.87 |
| 48 | 1 | 2012 | W380000507000016 | 42.78 | 18.1 | 60.88 | 8.02 |
| 49 | 1 | 2012 | R325300000000600 | 42.22 | 17.32 | 59.54 | 7.79 |
| 50 | 1 | 2012 | R325300000000600 | 42.05 | 17.52 | 59.57 | 7.76 |
| 51 | 1 | 2012 | H032500000000600 | 16.15 | 6.67 | 22.82 | 2.96 |
| 52 | 1 | 2012 | L198000000000800 | 10.52 | 4.35 | 14.87 | 1.93 |
| 53 | 1 | 2012 | S623000000000500 | 6.69 | 3.09 | 9.78 | 1.37 |
| 54 | 1 | 2012 | C980000002000111 | 6.39 | 2.96 | 9.35 | 1.31 |
| 55 | 1 | 2012 | L205000033000300 | 4.77 | 1.94 | 6.71 | 0.86 |
| 56 | 1 | 2012 | L211097000007604 | 0.5 | 0.26 | 0.76 | 0.11 |
| 57 | 1 | 2011 | L181000000021400 | 277.54 | 150.8 | 428.34 | 57.03 |
| 58 | 1 | 2011 | C965000001001200 | 225.42 | 123.23 | 348.65 | 46.66 |
| 59 | 1 | 2011 | W380000081000009 | 229.36 | 112.39 | 341.75 | 41.63 |
| 60 | 1 | 2011 | C676000000038100 | 157.84 | 76.81 | 234.65 | 28.41 |
| 61 | 1 | 2011 | K240000000022301 | 129.13 | 63.28 | 192.41 | 23.44 |
| 62 | 1 | 2011 | H150001002010000 | 84.33 | 44.42 | 128.75 | 16.7 |
| 63 | 1 | 2011 | M645000004001400 | 78.26 | 42.01 | 120.27 | 15.85 |
| 64 | 1 | 2011 | S180000002000900 | 33.57 | 19.36 | 52.93 | 7.41 |
| 65 | 1 | 2011 | R457002000006400 | 27.07 | 15.97 | 43.04 | 6.13 |
| 66 | 1 | 2011 | A180000064001602 | 32.41 | 15.56 | 47.97 | 5.74 |
| 67 | 1 | 2011 | W475000000000500 | 19.99 | 10.85 | 30.84 | 4.1 |
| 68 | 1 | 2011 | L208800000010700 | 21.37 | 7.42 | 28.79 | 3.98 |
| 69 | 1 | 2011 | E431000000006500 | 20.24 | 10.26 | 30.5 | 3.83 |
| 70 | 1 | 2011 | F720000102001400 | 20.37 | 10.11 | 30.48 | 3.76 |
| 71 | 1 | 2011 | L208800000010700 | 18.85 | 9.3 | 28.15 | 3.51 |
| 72 | 1 | 2011 | M155000000005100 | 14.36 | 8.28 | 22.64 | 3.17 |
| 73 | 1 | 2011 | H185000167001200 | 14.88 | 7.63 | 22.51 | 2.85 |
| 74 | 1 | 2011 | G690000009000100 | 12.56 | 7.25 | 19.81 | 2.81 |
| 75 | 1 | 2011 | H265000005003400 | 12.42 | 7.25 | 19.67 | 2.78 |
| 76 | 1 | 2011 | O150000003000800 | 10.56 | 5.88 | 16.44 | 2.24 |
| 77 | 1 | 2011 | L208800000010700 | 10.83 | 3.83 | 14.66 | 2.02 |
| 78 | 1 | 2011 | C162700000003600 | 9.17 | 4.09 | 13.26 | 1.73 |
| 79 | 1 | 2011 | C162700000003600 | 7.12 | 3.46 | 10.58 | 1.35 |
| 80 | 1 | 2011 | C162700000003600 | 6.78 | 2.71 | 9.49 | 1.28 |
| 81 | 1 | 2011 | M645000004001400 | 1.9 | 1.02 | 2.92 | 0.38 |
| 82 | 1 | 2011 | F393000000005000 | 0.43 | 0.27 | 0.7 | 0.11 |
| 83 | 1 | 2011 | P640000061000100 | 0.21 | 0.14 | 0.35 | 0.05 |
| 84 | 1 | 2011 | M330000000002800 | 0.06 | 0.04 | 0.1 | 0.01 |
| 85 | 1 | 2011 | L208800000010700 | -5.64 | -2.67 | -8.31 | -1.05 |
| 86 | 1 | 2011 | L208800000010700 | -18.46 | -8.5 | -26.96 | -3.44 |
| 87 | 1 | 2011 | L208800000010700 | -18.55 | -7.3 | -25.85 | -3.45 |
| 88 | 1 | 2011 | L208800000010700 | -18.66 | -7.46 | -26.12 | -3.47 |
| 89 | 1 | 2011 | L208800000010700 | -18.63 | -7.33 | -25.96 | -3.47 |
| 90 | 1 | 2011 | L208800000010700 | -18.63 | -7.08 | -25.71 | -3.47 |

# Exhibit A

| | Tax Unit | Year | Account No. | Levy Paid | Penalty/Interest Paid | Subtotal Paid | Attorney Paid |
|---|---|---|---|---|---|---|---|
| 91 | 1 | 2011 | L208800000010700 | -19.17 | -8.3 | -27.47 | -3.56 |
| 92 | 1 | 2011 | L208800000010700 | -19.17 | -8.18 | -27.35 | -3.56 |
| 93 | 1 | 2011 | L208800000010700 | -19.2 | -8.57 | -27.77 | -3.57 |
| 94 | 1 | 2011 | L208800000010700 | -19.19 | -8.44 | -27.63 | -3.57 |
| 95 | 1 | 2011 | L208800000010700 | -19.17 | -8.05 | -27.22 | -3.57 |
| 96 | 1 | 2011 | L208800000010700 | -19.68 | -8.13 | -27.81 | -3.66 |
| 97 | 1 | 2010 | V370001010000300 | 264.09 | 173.42 | 437.51 | 58.23 |
| 98 | 1 | 2010 | S367500008000200 | 288.91 | 171.42 | 460.33 | 55.47 |
| 99 | 1 | 2010 | C965000001001200 | 225.42 | 150.28 | 375.7 | 50.72 |
| 100 | 1 | 2010 | W380000304000023 | 94.59 | 53.6 | 148.19 | 17.03 |
| 101 | 1 | 2010 | T534000000029500 | 75.7 | 49.97 | 125.67 | 16.81 |
| 102 | 1 | 2010 | E310000021001100 | 74.06 | 47.16 | 121.22 | 15.66 |
| 103 | 1 | 2010 | M215000005001200 | 54.22 | 38.31 | 92.53 | 13.17 |
| 104 | 1 | 2010 | A380000001000200 | 66.56 | 39.27 | 105.83 | 12.68 |
| 105 | 1 | 2010 | M500000003000310 | 53.18 | 34.74 | 87.92 | 11.64 |
| 106 | 1 | 2010 | S422500000000800 | 53.96 | 31.47 | 85.43 | 10.11 |
| 107 | 1 | 2010 | T534000000029500 | 45.43 | 29.98 | 75.41 | 10.08 |
| 108 | 1 | 2010 | A080000000108900 | 40.1 | 27 | 67.1 | 9.14 |
| 109 | 1 | 2010 | O150000003000800 | 36.77 | 24.88 | 61.65 | 8.44 |
| 110 | 1 | 2010 | A180000064001602 | 37.91 | 22.74 | 60.65 | 7.39 |
| 111 | 1 | 2010 | S367500007000600 | 29.11 | 20.27 | 49.38 | 6.94 |
| 112 | 1 | 2010 | M480000151000800 | 31.8 | 20.04 | 51.84 | 6.63 |
| 113 | 1 | 2010 | G821000000000200 | 31.16 | 18.8 | 49.96 | 6.12 |
| 114 | 1 | 2010 | N486000000002300 | 23.29 | 16.22 | 39.51 | 5.56 |
| 115 | 1 | 2010 | L208800000010700 | 19.42 | 10.35 | 29.77 | 3.96 |
| 116 | 1 | 2010 | L198000000000800 | 17.9 | 11.7 | 29.6 | 3.92 |
| 117 | 1 | 2010 | L208800000010700 | 18.41 | 10.43 | 28.84 | 3.76 |
| 118 | 1 | 2010 | L208800000010700 | 18.4 | 10.31 | 28.71 | 3.75 |
| 119 | 1 | 2010 | L208800000010700 | 18.37 | 10.16 | 28.53 | 3.75 |
| 120 | 1 | 2010 | L208800000010700 | 18.37 | 10.03 | 28.4 | 3.75 |
| 121 | 1 | 2010 | L208800000010700 | 18.38 | 9.56 | 27.94 | 3.75 |
| 122 | 1 | 2010 | L208800000010700 | 18.35 | 9.91 | 28.26 | 3.74 |
| 123 | 1 | 2010 | L208800000010700 | 18.36 | 9.42 | 27.78 | 3.74 |
| 124 | 1 | 2010 | L208800000010700 | 18.34 | 9.17 | 27.51 | 3.74 |
| 125 | 1 | 2010 | L208800000010700 | 18.27 | 9.38 | 27.65 | 3.73 |
| 126 | 1 | 2010 | L208800000010700 | 18.21 | 8.98 | 27.19 | 3.71 |
| 127 | 1 | 2010 | L208800000010700 | 18.2 | 8.85 | 27.05 | 3.71 |
| 128 | 1 | 2010 | L208800000010700 | 18.19 | 8.73 | 26.92 | 3.71 |
| 129 | 1 | 2010 | L208800000010700 | 17.82 | 10.33 | 28.15 | 3.63 |
| 130 | 1 | 2010 | E503597000020800 | 14.35 | 8.1 | 22.45 | 2.57 |
| 131 | 1 | 2010 | F345000155000600 | 8.33 | 5.19 | 13.52 | 1.71 |
| 132 | 1 | 2010 | L208800000010700 | 8.04 | 3.8 | 11.84 | 1.64 |
| 133 | 1 | 2010 | E503597000020800 | 4.96 | 2.79 | 7.75 | 0.89 |
| 134 | 1 | 2010 | I223000001059100 | 0.17 | 0.08 | 0.25 | 0.04 |
| 135 | 1 | 2010 | N150000000006400 | 0.08 | 0.06 | 0.14 | 0.02 |

# Exhibit A

| | Tax Unit | Year | Account No. | Levy Paid | Penalty/Interest Paid | Subtotal Paid | Attorney Paid |
|---|---|---|---|---|---|---|---|
| 136 | 1 | 2009 | S367500008000200 | 350.73 | 250.19 | 600.92 | 73.65 |
| 137 | 1 | 2009 | C965000001001200 | 225.42 | 177.33 | 402.75 | 54.78 |
| 138 | 1 | 2009 | L605000000005300 | 162.8 | 110.16 | 272.96 | 31.5 |
| 139 | 1 | 2009 | L670000009000900 | 108.8 | 74.71 | 183.51 | 21.87 |
| 140 | 1 | 2009 | K240000000029304 | 111.01 | 74.75 | 185.76 | 21.65 |
| 141 | 1 | 2009 | L255002016001200 | 88.67 | 63.54 | 152.21 | 18.75 |
| 142 | 1 | 2009 | A210000057000900 | 75.8 | 56.85 | 132.65 | 17.17 |
| 143 | 1 | 2009 | E540000027003900 | 73.09 | 55.79 | 128.88 | 16.99 |
| 144 | 1 | 2009 | C211000000002900 | 39.87 | 31.76 | 71.63 | 9.87 |
| 145 | 1 | 2009 | W380000767000094 | 32.1 | 26.32 | 58.42 | 8.28 |
| 146 | 1 | 2009 | A210000031000100 | 31.94 | 24.16 | 56.1 | 7.33 |
| 147 | 1 | 2009 | E810000009002300 | 28.16 | 23.18 | 51.34 | 7.31 |
| 148 | 1 | 2009 | V370001010000300 | 29.74 | 23.1 | 52.84 | 7.09 |
| 149 | 1 | 2009 | A180000029000532 | 20.53 | 15.25 | 35.78 | 4.58 |
| 150 | 1 | 2009 | H284000000013400 | 15.61 | 10.87 | 26.48 | 3.21 |
| 151 | 1 | 2009 | B190040000004900 | 14.13 | 10.07 | 24.2 | 2.97 |
| 152 | 1 | 2009 | W125000003001500 | 8.77 | 5.82 | 14.59 | 1.65 |
| 153 | 1 | 2009 | M578500000007200 | 4.28 | 3.51 | 7.79 | 1.11 |
| 154 | 1 | 2009 | B203500000002700 | 5.73 | 3.84 | 9.57 | 1.09 |
| 155 | 1 | 2009 | G821000000000200 | 4.6 | 3.33 | 7.93 | 0.99 |
| 156 | 1 | 2008 | C965000001001200 | 225.42 | 204.38 | 429.8 | 58.83 |
| 157 | 1 | 2008 | S555000000003300 | 129.98 | 101.38 | 231.36 | 26.52 |
| 158 | 1 | 2008 | C140000078001100 | 68.42 | 54.04 | 122.46 | 14.26 |
| 159 | 1 | 2008 | S735000008001400 | 47.7 | 36.09 | 83.79 | 9.23 |
| 160 | 1 | 2008 | A160003000006800 | 36.55 | 32.3 | 68.85 | 9.16 |
| 161 | 1 | 2008 | K570000000000210 | 32.69 | 26.69 | 59.38 | 7.21 |
| 162 | 1 | 2007 | C965000001001200 | 225.42 | 231.43 | 456.85 | 62.89 |
| 163 | 1 | 2007 | S555000000003300 | 129.98 | 116.98 | 246.96 | 28.86 |
| 164 | 1 | 2007 | A160003000006800 | 47.78 | 47.95 | 95.73 | 12.83 |
| 165 | 1 | 2007 | N860000002005200 | 46.16 | 46.17 | 92.33 | 12.33 |
| 166 | 1 | 2007 | S735000008001400 | 57.51 | 50.42 | 107.93 | 12.16 |
| 167 | 1 | 2007 | V331602000000400 | 48.45 | 41.66 | 90.11 | 9.88 |
| 168 | 1 | 2007 | O200500000001300 | 47.93 | 41.07 | 89 | 9.71 |
| 169 | 1 | 2007 | G400000000002000 | 33.69 | 33.91 | 67.6 | 9.09 |
| 170 | 1 | 2007 | A160003000006800 | 29.94 | 30.04 | 59.98 | 8.04 |
| 171 | 1 | 2007 | E583002000000100 | 17.83 | 18.9 | 36.73 | 5.24 |
| 172 | 1 | 2007 | E458000000002700 | 11.18 | 10.14 | 21.32 | 2.52 |
| 173 | 1 | 2007 | B505000015001100 | 7.36 | 6.49 | 13.85 | 1.58 |
| 174 | 1 | 2007 | O310009000001300 | 5.08 | 5.03 | 10.11 | 1.33 |
| 175 | 1 | 2007 | P260000001000800 | 0.03 | 0.03 | 0.06 | 0.01 |
| 176 | 1 | 2006 | N135002000020600 | 124.02 | 111.2 | 235.22 | 22.88 |
| 177 | 1 | 2006 | S555000000003300 | 64.76 | 66.06 | 130.82 | 15.54 |
| 178 | 1 | 2006 | C885000024001200 | 28.85 | 31.55 | 60.4 | 7.88 |
| 179 | 1 | 2006 | S555000000003300 | 24.69 | 23.7 | 48.39 | 5.7 |
| 180 | 1 | 2006 | S555000000003300 | 24.69 | 23.7 | 48.39 | 5.7 |

# Exhibit A

| | Tax Unit | Year | Account No. | Levy Paid | Penalty/Interest Paid | Subtotal Paid | Attorney Paid |
|---|---|---|---|---|---|---|---|
| 181 | 1 | 2006 | S555000000003300 | 24.36 | 23.38 | 47.74 | 5.63 |
| 182 | 1 | 2006 | A180000064001315 | 12.24 | 13.38 | 25.62 | 3.34 |
| 183 | 1 | 2006 | T570002000001400 | 14.58 | 13.66 | 28.24 | 2.95 |
| 184 | 1 | 2006 | L672500000014000 | 9.72 | 11.22 | 20.94 | 2.92 |
| 185 | 1 | 2006 | G805000000013100 | 15.21 | 13.64 | 28.85 | 2.81 |
| 186 | 1 | 2006 | O200500000001300 | 12.49 | 12.2 | 24.69 | 2.75 |
| 187 | 1 | 2006 | E720000016001200 | 9.89 | 8.87 | 18.76 | 1.82 |
| 188 | 1 | 2006 | N860000002005200 | 2.73 | 3.06 | 5.79 | 0.78 |
| 189 | 1 | 2006 | S118000000000100 | 0.02 | 0.02 | 0.04 | 0.01 |
| 190 | 1 | 2005 | A180000047000501 | 113.21 | 132.81 | 246.02 | 30.9 |
| 191 | 1 | 2005 | S620000000000800 | 156.93 | 153.26 | 310.19 | 28.95 |
| 192 | 1 | 2005 | O210000005000035 | 89.35 | 114.67 | 204.02 | 28.82 |
| 193 | 1 | 2005 | N135002000020600 | 124.67 | 126.74 | 251.41 | 25.25 |
| 194 | 1 | 2005 | N135002000018600 | 115.55 | 117.47 | 233.02 | 23.4 |
| 195 | 1 | 2005 | A180000047000501 | 62.87 | 73.78 | 136.65 | 17.17 |
| 196 | 1 | 2005 | C885000024001200 | 39.32 | 47.71 | 87.03 | 11.44 |
| 197 | 1 | 2005 | S420000000013617 | 30.13 | 39.37 | 69.5 | 10.03 |
| 198 | 1 | 2005 | H265000009002200 | 41.68 | 40.57 | 82.25 | 7.63 |
| 199 | 1 | 2005 | V363000000001100 | 29.39 | 29.69 | 59.08 | 5.95 |
| 200 | 1 | 2005 | A555000000000115 | 20.03 | 23.22 | 43.25 | 5.34 |
| 201 | 1 | 2005 | S170002017000103 | 11.3 | 13.94 | 25.24 | 3.39 |
| 202 | 1 | 2005 | B240001000001200 | 14.56 | 15.38 | 29.94 | 3.21 |
| 203 | 1 | 2005 | A174500000002300 | 13.32 | 13.02 | 26.34 | 2.46 |
| 204 | 1 | 2005 | H265000007005000 | 8.44 | 8.89 | 17.33 | 1.85 |
| 205 | 1 | 2004 | P62000000Y000001 | 417.12 | 440.76 | 857.88 | 76.96 |
| 206 | 1 | 2004 | N135002000020600 | 138.31 | 157.22 | 295.53 | 30.5 |
| 207 | 1 | 2004 | L319500000003900 | 111.11 | 130.74 | 241.85 | 26.5 |
| 208 | 1 | 2004 | N135002000018600 | 91.94 | 104.5 | 196.44 | 20.27 |
| 209 | 1 | 2004 | T540000001003400 | 30.22 | 36.87 | 67.09 | 7.8 |
| 210 | 1 | 2004 | S696501000002200 | 20.12 | 28.2 | 48.32 | 6.83 |
| 211 | 1 | 2004 | S735000004000600 | 14.03 | 17.9 | 31.93 | 3.97 |
| 212 | 1 | 2004 | B203500000004700 | 19.94 | 21.06 | 41 | 3.68 |
| 213 | 1 | 2004 | S245000000001200 | 8.6 | 11.15 | 19.75 | 2.51 |
| 214 | 1 | 2004 | W280000002001500 | 12.75 | 13.48 | 26.23 | 2.35 |
| 215 | 1 | 2004 | K290001000000800 | 12.66 | 13.38 | 26.04 | 2.34 |
| 216 | 1 | 2004 | M520000049001100 | 6.6 | 9.22 | 15.82 | 2.23 |
| 217 | 1 | 2004 | S525001046000200 | 6.67 | 7.04 | 13.71 | 1.23 |
| 218 | 1 | 2004 | R475000002001100 | 6.46 | 6.83 | 13.29 | 1.19 |
| 219 | 1 | 2004 | M355000119001100 | 3.66 | 4.62 | 8.28 | 1.01 |
| 220 | 1 | 2004 | K290001000000800 | -12.66 | -13.38 | -26.04 | -2.34 |
| 221 | 1 | 2003 | N135002000018600 | 86 | 108.07 | 194.07 | 20.51 |
| 222 | 1 | 2003 | N135002000020600 | 69.41 | 87.22 | 156.63 | 16.55 |
| 223 | 1 | 2003 | S585000006001300 | 49.78 | 69.01 | 118.79 | 14.78 |
| 224 | 1 | 2003 | K240000000008020 | 46.61 | 57.31 | 103.92 | 10.55 |
| 225 | 1 | 2003 | O540000004000500 | 29.16 | 34.31 | 63.47 | 5.9 |

# Exhibit A

| | Tax Unit | Year | Account No. | Levy Paid | Penalty/Interest Paid | Subtotal Paid | Attorney Paid |
|---|---|---|---|---|---|---|---|
| 226 | 1 | 2003 | R021501000002800 | 14.86 | 18.68 | 33.54 | 3.55 |
| 227 | 1 | 2003 | F345000146000800 | 14.3 | 17.98 | 32.28 | 3.41 |
| 228 | 1 | 2003 | F345000146000800 | 2.03 | 2.52 | 4.55 | 0.48 |
| 229 | 1 | 2002 | N135002000018600 | 100.55 | 138.42 | 238.97 | 25.79 |
| 230 | 1 | 2002 | S004002000003000 | 35.9 | 46.55 | 82.45 | 7.92 |
| 231 | 1 | 2002 | N135002000020600 | 29.57 | 40.7 | 70.27 | 7.58 |
| 232 | 1 | 2002 | W230000052000300 | 8.03 | 13.06 | 21.09 | 2.96 |
| 233 | 1 | 2002 | S170002063000100 | 4.85 | 6.29 | 11.14 | 1.07 |
| 234 | 1 | 2001 | N135002000018600 | 64.54 | 96.6 | 161.14 | 17.72 |
| 235 | 1 | 2001 | B368001000000100 | 28.28 | 42.32 | 70.6 | 7.77 |
| 236 | 1 | 2001 | H490000477000602 | 32 | 44.05 | 76.05 | 7.06 |
| 237 | 1 | 2001 | W010000046000336 | 16.68 | 23.63 | 40.31 | 3.98 |
| 238 | 1 | 2001 | E330000126000500 | 0.13 | 0.24 | 0.37 | 0.06 |
| 239 | 1 | 2000 | P62000000Y000001 | 372.44 | 572.31 | 944.75 | 95.53 |
| 240 | 1 | 2000 | M550000097001308 | 79.54 | 128.58 | 208.12 | 23.26 |
| 241 | 1 | 2000 | H140000000001100 | 45.33 | 81.76 | 127.09 | 17.07 |
| 242 | 1 | 2000 | V382000000000100 | 9.37 | 14.4 | 23.77 | 2.4 |
| 243 | 1 | 2000 | S447004000000900 | 5.32 | 10.04 | 15.36 | 2.2 |
| 244 | 1 | 2000 | M520000085000300 | 9.5 | 13.3 | 22.8 | 1.85 |
| 245 | 1 | 2000 | M687000000002600 | 2.49 | 3.94 | 6.43 | 0.69 |
| 246 | 1 | 1999 | P62000000Y000001 | 269.28 | 446.1 | 715.38 | 73.92 |
| 247 | 1 | 1999 | M550000097001308 | 45.71 | 79.38 | 125.09 | 14.19 |
| 248 | 1 | 1999 | M520000085000300 | 29.19 | 44.36 | 73.55 | 6.22 |
| 249 | 1 | 1999 | W010000044001052 | 13.9 | 23.02 | 36.92 | 3.81 |
| 250 | 1 | 1999 | S447004000000900 | 8.18 | 16.39 | 24.57 | 3.52 |
| 251 | 1 | 1999 | T685000000005800 | 6.88 | 12.51 | 19.39 | 2.38 |
| 252 | 1 | 1999 | G040000006000100 | 5.23 | 10.32 | 15.55 | 2.18 |
| 253 | 1 | 1999 | M520000085000300 | 10.04 | 15.26 | 25.3 | 2.14 |
| 254 | 1 | 1999 | H419500000006600 | 0.88 | 1.48 | 2.36 | 0.24 |
| 255 | 1 | 1998 | S395000002000401 | 31.85 | 59.15 | 91 | 10.47 |
| 256 | 1 | 1998 | L314000000003500 | 26.9 | 45.82 | 72.72 | 6.99 |
| 257 | 1 | 1998 | A130000001003700 | 11.24 | 20.46 | 31.7 | 3.51 |
| 258 | 1 | 1998 | C420000001000100 | 11.32 | 18.12 | 29.44 | 2.41 |
| 259 | 1 | 1998 | V382000000006900 | 4.45 | 9.35 | 13.8 | 1.95 |
| 260 | 1 | 1998 | C700000006000500 | 1.02 | 1.7 | 2.72 | 0.25 |
| 261 | 1 | 1997 | A130000001003700 | 3.4 | 6.6 | 10 | 1.12 |
| 262 | 1 | 1996 | M490000000009302 | 32.72 | 72.98 | 105.7 | 13.89 |
| 263 | 1 | 1996 | R230002000003900 | 22.54 | 47.25 | 69.79 | 8.21 |
| 264 | 1 | 1996 | A210000051001900 | 21.29 | 42.96 | 64.25 | 7 |
| 265 | 1 | 1996 | G230000003000500 | 8.71 | 17.19 | 25.9 | 2.7 |
| 266 | 1 | 1996 | S735000006000700 | 6.49 | 13.61 | 20.1 | 2.37 |
| 267 | 1 | 1996 | H045000084003100 | 6.89 | 12.53 | 19.42 | 1.65 |
| 268 | 1 | 1996 | G590001004002100 | 6.02 | 11.19 | 17.21 | 1.55 |
| 269 | 1 | 1995 | B010000003000300 | 128.48 | 284.77 | 413.25 | 49.14 |
| 270 | 1 | 1995 | M368000000004100 | 27.11 | 56.48 | 83.59 | 8.74 |

# Exhibit A

| | Tax Unit | Year | Account No. | Levy Paid | Penalty/Interest Paid | Subtotal Paid | Attorney Paid |
|---|---|---|---|---|---|---|---|
| 271 | 1 | 1995 | E650000006000400 | 19.92 | 43.21 | 63.13 | 7.2 |
| 272 | 1 | 1995 | R230002000003900 | 18.39 | 40.79 | 59.18 | 7.04 |
| 273 | 1 | 1995 | R230002000003900 | 9.84 | 21.81 | 31.65 | 3.76 |
| 274 | 1 | 1995 | S477000000040600 | 7.05 | 17.28 | 24.33 | 3.44 |
| 275 | 1 | 1995 | M625500000000600 | 2.3 | 4.92 | 7.22 | 0.8 |
| 276 | 1 | 1995 | R230002000003900 | 1.47 | 3.29 | 4.76 | 0.57 |
| 277 | 1 | 1994 | B190011000002500 | 25.66 | 62 | 87.66 | 11.2 |
| 278 | 1 | 1994 | M625500000000600 | 22.58 | 50.96 | 73.54 | 8.23 |
| 279 | 1 | 1994 | S595000027000512 | 10.35 | 22.93 | 33.28 | 3.59 |
| 280 | 1 | 1993 | B190011000002500 | 23.99 | 60.85 | 84.84 | 10.9 |
| 281 | 1 | 1993 | R026300000001100 | 12.07 | 31.88 | 43.95 | 6.05 |
| 282 | 1 | 1993 | C910000000001600 | 13.47 | 33.06 | 46.53 | 5.63 |
| 283 | 1 | 1993 | J570000001001034 | 6.35 | 14.69 | 21.04 | 2.25 |
| 284 | 1 | 1992 | W460002008000900 | 16.96 | 45.65 | 62.61 | 8.29 |
| 285 | 12 | 1999 | M520000085000300 | 0.7 | 1.08 | 1.78 | 0.15 |
| 286 | 12 | 1999 | W010000044001052 | 0.34 | 0.55 | 0.89 | 0.09 |
| 287 | 12 | 1999 | M520000085000300 | 0.25 | 0.39 | 0.64 | 0.05 |
| 288 | 12 | 1996 | M490000000009302 | 1.75 | 3.92 | 5.67 | 0.75 |
| 289 | 12 | 1996 | G590001004002100 | 0.32 | 0.6 | 0.92 | 0.08 |
| 290 | 12 | 1995 | M625500000000600 | 0.13 | 0.28 | 0.41 | 0.04 |
| 291 | 12 | 1994 | B190011000002500 | 1.23 | 3 | 4.23 | 0.54 |
| 292 | 12 | 1993 | B190011000002500 | 1.19 | 3.02 | 4.21 | 0.54 |
| 293 | 17 | 1993 | C910000000001600 | 0.16 | 0.4 | 0.56 | 0.07 |
| 294 | 17 | 1993 | J570000001001034 | 0.08 | 0.18 | 0.26 | 0.03 |
| 295 | 1 | 2005 | N80000100B000000 | 52.02 | 52.55 | 104.57 | 10.54 |
| 296 | 1 | 2004 | N80000100B000000 | 3.74 | 4.23 | 7.97 | 0.83 |
| 297 | 1 | 2014 | O85000000A001100 | 26.99 | 6.3 | 33.29 | 4.78 |
| 298 | 1 | 2014 | L335402001001900 | 0.24 | 0.06 | 0.3 | 0.04 |
| 299 | 1 | 2013 | F465000000000900 | 23.59 | 8.33 | 31.92 | 4.53 |
| 300 | 1 | 2010 | C713001000001100 | 0.1 | 0.07 | 0.17 | 0.03 |
| 301 | 1 | 2006 | V365000001000100 | 42.18 | 42.19 | 84.37 | 9.74 |
| 302 | 1 | 2005 | V365000001000100 | 55.86 | 62.57 | 118.43 | 13.91 |
| 303 | 1 | 2004 | V365000001000100 | 55.86 | 69.27 | 125.13 | 14.91 |
| 304 | 1 | 2003 | V365000001000100 | 51.82 | 70.48 | 122.3 | 14.77 |
| 305 | 1 | 2000 | C045000004000200 | 170.14 | 309.67 | 479.81 | 65.34 |
| 306 | 1 | 1999 | C045000004000200 | 269.25 | 522.35 | 791.6 | 108.24 |
| 307 | 1 | 1998 | C045000004000200 | 270.46 | 557.15 | 827.61 | 113.59 |
| 308 | 1 | 1997 | C045000004000200 | 220.93 | 481.63 | 702.56 | 96.77 |
| 309 | 1 | 1997 | C045000004000200 | 17.96 | 39.16 | 57.12 | 7.87 |

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

June 6, 2016

The Honorable Eddie Guerra, Sheriff
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, Texas 78541

Re: Audit of Jail Commissary Account
For the year ended December 31, 2015
Audit No. 2016-01

Dear Sheriff Guerra:

We have completed an audit of the Jail Commissary Account for the year ended December 31, 2015 in accordance with Local Government Code §351.0415 and our annual audit plan. The objectives of the audit were to determine whether:

1. Purchases were in compliance with Local Government Code §351.0415 (c) and vendor contracts;
2. Collections were properly accounted and safeguarded; and
3. Assets (capital/minor assets and merchandise inventory) were properly accounted and safeguarded.

**Background**

Local Government Code §351.0415 authorizes the Sheriff to operate a jail commissary for the use of the inmates committed to the County jail. The jail commissary must be operated in accordance with rules adopted by the Commission on Jail Standards. Commissioners Court may not use jail commissary proceeds to fund the budgetary operating expenses of the County jail. Pursuant to Local Government Code §351.0415 (c), the Sheriff has exclusive control of the jail commissary funds and must use commissary proceeds only to:

1. Fund, staff, and equip a program addressing the social needs of the inmates, including an educational or recreational program and religious or rehabilitative counseling;
2. Supply inmates with clothing, writing materials, and hygiene supplies;
3. Establish, staff, and equip the commissary operation and fund the salaries of staff responsible for managing the inmates' commissary accounts;
4. Fund, staff, and equip both an educational and a law library for the educational use of inmates; or
5. Fund physical plant improvements, technology, equipment, programs, services, and activities that provide for the well-being, health, safety, and security of the inmates and the facility.

Local Government Code §351.0415 (g) further states commissary proceeds may only be used for the purposes described in Subsection (c). A commissioners court may not use commissary proceeds to fund the budgetary operating expenses of a county jail

**Organizational Structure**

The Jail Commissary has 11 positions: 1 Jail Commissary Supervisor, 8 Jail Commissary Clerks, 1 Inmate Interventionist Specialist, and 1 Accountant. The following is a summary of their duties:

- The Jail Commissary Supervisor is responsible for the general supervision of the Jail Commissary.

- The Jail Commissary Clerks are responsible for taking and delivering merchandise orders to the inmates and the storage, control, and count of merchandise inventory. The Jail Commissary Clerks also assist the general public with questions regarding the Jail Commissary system.
- The Inmate Interventionist Specialist is responsible for planning, coordinating, and overseeing the daily activities of programs and services for the inmates.
- The Accountant is responsible for the reconciliation of the Jail Commissary and Inmate Trust Fund bank accounts and the preparation of the related financial statements.

**Jail Commissary Bank Account**

Pursuant to Local Government Code §351.0415 (b)(2), the Sheriff must maintain commissary accounts showing the amount of proceeds from the commissary operation and the amount and purpose of disbursements made from the proceeds. The Sheriff accomplishes this responsibility by maintaining the Jail Commissary bank account and preparing financial statements (e.g., Statement of Net Assets and Statement of Revenues, Expenses, and Changes in Fund Net Assets). The Sheriff is required to submit these financial statements to the County Auditor's Office on a monthly basis, along with subsidiary ledgers and other supporting documentation. As of December 31, 2015, the Jail Commissary bank account had cash on deposit totaling $2,959,786.31. The Jail Commissary generated revenues totaling $1,493,664.39 and incurred expenses totaling $824,991.88, resulting in net income of $129,473.17 for the year ended December 31, 2015.

**Operating Procedures**

The Jail Commissary operates weekdays including holidays. The Jail Commissary offers 156 merchandise items for sale to the inmates. Merchandise items fall under the following categories: personal care (hygiene for hands and body), hair care, snacks, beverages, candy, food items, stationery supplies, greeting cards, phone cards, underclothes, and medication. Inmates may purchase items from the Jail Commissary by completing a pre-printed order form. The Jail Commissary staff reviews the request against the dietary restriction and no-privilege list and the inmate's account balance in *Odyssey*, the Jail Commissary inventory system, to determine if sufficient funds are available to fulfill the inmate's order request. If the inmate does not have sufficient funds, the inmate's order is fulfilled up to their available balance, their balance is reduced by the items purchased and they are notified of their new balance and that their entire order was not fulfilled.

At the end of each workday, the Jail Commissary Supervisor submits the daily "Commissary Sales" and "Inmate Account Journal" reports that list the commissary deductions per inmate to a Jail Administrative Assistant I. The Administrative Assistant I issues a check from the Inmate Trust Fund (in *Odyssey*'s Financial Manager) bank account to the Jail Commissary bank account for the total daily sales on the "Commissary Sales" report. The other Jail Administrative Assistant I prepares the deposit and sends a Detention Officer to the bank to make the deposit. When the Detention Officer comes back with the validated deposit slip, a copy of it, along with a copy of the check and the daily "Commissary Sales" report is forwarded to the Jail Commissary Accountant.

The Jail Commissary Supervisor checks the *Odyssey* inventory system every two weeks and orders merchandise as needed. Before placing an order, the Jail Commissary Supervisor prepares a requisition in Microsoft Excel and submits the requisition to the Captain for approval. When merchandise is received, the Jail Commissary Clerks compare the items received to the packing slip. If any discrepancies are found, the discrepancies are noted on the packing slip and the Jail Commissary Clerks notify the Jail Commissary Supervisor. The Jail Commissary Supervisor verifies that the discrepancies exist and notifies the vendor. The vendor may either send the missing merchandise or issue a credit memo. The Jail Commissary Accountant will only pay for the number of items actually received. Once all the merchandise is verified, the Jail Commissary Supervisor updates the inventory in *Odyssey* to reflect the new inventory count and approves the invoice for payment. Invoices are entered into *QuickBooks* by the Jail Commissary Supervisor. The original invoice is provided to the Jail Commissary Accountant. The Jail Commissary Accountant prints the check from *QuickBooks* and obtains the Sheriff's or Division Chief's signature of approval. Once the check has been approved by the Sheriff or Division Chief, the check is forwarded to the Jail Commissary Supervisor to submit to vendor.

A physical inventory count of merchandise items is conducted on a monthly basis. The Jail Commissary Supervisor prepares a "Hidalgo County Sheriff's Jail Commissary Inventory Adjustments Control Form

Damage/Losses" for damaged items (e.g., open or stale dated packages) and a "Hidalgo County Sheriff's Jail Commissary Inventory Adjustments Control Form Over/Short" for any variances found between the physical inventory count and *Odyssey*. Inventory adjustments are made in *Odyssey* by the Jail Commissary Supervisor and subsequently approved by the Sheriff or the Division Chief. The inventory items reported as damaged/lost are verified by the Jail Commissary Accountant.

Sales transactions are voided when an inmate is released prior to receiving the commissary items ordered or when an inmate is issued the incorrect commissary item. The Jail Commissary Supervisor signs and dates the voided receipt. The voided receipt is marked "VOID" and the reason for the void is written on the receipt. After the voided receipt is approved by the Jail Commissary Supervisor, the Supervisor enters the voided items into the *Odyssey* inventory system and a copy of the voided receipt is attached to the daily "Commissary Sales Report." If the inmate was released prior to receiving the commissary order, the Administration Sergeant is notified. The Administration Sergeant ensures that a check for the balance due is either picked up or mailed to the inmate.

**Contracted Vendors**

On June 30, 2014, Commissioners Court approved one-year contracts, effective August 19, 2014, with Keefe Supply Company, R&R Distributing, and ICS Jail Supplies, Inc. for the purchase of commissary supplies (merchandise inventory items). The contracts include a renewal option for an additional two one-year terms under the same rates, terms, and conditions. On June 23, 2015, Commissioners Court approved a one-year extension as provided in the contracts.

Pursuant to the contracts with Keefe Supply Company, R&R Distributing, and ICS Jail Supplies, Inc., the County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The vendors may submit a written request for price increases to the County Purchasing Agent. Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter, unless a vendor notifies the County in writing within 10 days of expiration of the quarter in which the price increase is in effect. The total increase in contract price shall not exceed 25% of the original contract price during the contract term. On September 16, 2015, the Purchasing Department approved Keefe Supply Company's request for price increases on 34 merchandise items for the quarterly period beginning October 1, 2015 and ending December 31, 2015.

On September 6, 2011, Commissioners Court approved a two-year contract with Value Added Communications, Inc. (VAC), for the purchase of ten dollar pre-paid calling cards. The contract was effective from September 6, 2011 to September 5, 2013. The contract included a renewal option for an additional three year term. On August 27, 2013, Commissioners Court approved a three-year extension.

**Inventory Accounting Procedures**

Proper accounting procedures require that the value and count of inventory items on hand agree to the value and count of inventory items per accounting records. In addition, purchases and returns of merchandise inventory items should be added to inventory while sales and damaged merchandise inventory items should be reduced from inventory.

**Cash Handling Guidelines**

The "Hidalgo County Cash Handling Guidelines and Procedures" are the minimum requirements necessary for ensuring adequate internal controls and the safeguarding of public funds. The guidelines and procedures require that cash receipts be deposited intact on a daily basis, unless the amount collected is less than $100.00.

Pursuant to "Hidalgo County Cash Handling Guidelines and Procedures," approval to void a sales transaction must be obtained from the Supervisor. The Supervisor must approve each voided sales transaction by signing and dating the voided receipt to document the responsibility for verifying that the receipt is marked "VOID" on the face of the receipt, contains an explanation for the void, and contains the date the receipt was voided. If a new receipt is issued, the voided receipt number and the new receipt number should be cross-referenced. In addition, computer access controls to void receipts should be limited to supervisors.

Merchandise inventory items on voided transactions should be added to the inventory system on the same day that the transaction was voided.

**Capital Asset Guide**

Pursuant to generally accepted accounting principles (GAAP), adequate controls must be maintained over capital and minor assets. In addition, the *GASB 34 Manual for Texas Cities and Counties* Chapter 12 states, "a government should maintain its capital asset records in its capital asset software module. This information should include asset identification numbers, equipment category codes, asset tag numbers, dates of acquisition, assigned departments, purchase costs and descriptions of each asset."

Assets (i.e., vehicles, land, buildings, machinery, equipment, computer systems) with a useful life greater than one year and an acquisition cost of $1,000 or more are capitalized and subject to inventory control pursuant to the Capital Asset Guide (the Guide) approved by Commissioners Court on October 23, 2001 and March 17, 2015. Assets with an inventory cost of $300.00 to $999.99 are also subject to inventory control.

As of December 31, 2015, the Jail Commissary minor/capital inventory report consisted of 253 assets with a total acquisition cost of $206,002.27.

**Scope and Methodology:**

The scope of the audit was limited to randomly selected transactions; Jail Commissary merchandise and asset inventory listings as of December 29, 2015; and randomly selected invoices for the period of January 1, 2015 through December 31, 2015. Our audit was not designed nor intended to be a detailed study of every relevant internal control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvement could be made.

In planning and performing our audit, we conducted interviews with Jail Commissary staff and reviewed applicable statutes, regulations, contracts, rules, policies, and procedures. The following procedures were performed:

1. Reviewed 24 randomly selected invoices to determine if purchases were made in compliance with Local Government Code §351.0415 (c).
2. Reviewed 33 randomly selected daily "Commissary Sales" reports and validated deposit slips to determine if the sales amounts on the reports were deposited to the Jail Commissary bank account in a timely manner.
3. Reviewed the "Jail Commissary Inventory Adjustments Control Form Damage/Losses"; the "Jail Commissary Inventory Adjustments Control Form Over/Short"; and the before and after jail commissary inventory reports for the year ended December 31, 2015 to determine if the inventory adjustments were made in the inventory accounting systems (*AbleTerm* or *Odyssey*) and if the adjustments were approved by a supervisor.
4. Conducted a physical count of 75 randomly selected Jail Commissary merchandise inventory categories to determine if the inventory quantities per the inventory accounting system agreed to the quantities on hand.
5. Reviewed 24 randomly selected invoices that included 214 merchandise inventory items to determine if the prices paid for the items were equal to or lower than the specified contract price.
6. Reviewed the Jail Commissary asset listing and selected 253 assets for physical identification in order to verify the accuracy and completeness of the inventory listing and to determine whether the assets were properly tagged.
7. Reviewed 17 randomly selected merchandise inventory items purchased to determine if the items were added to the inventory accounting systems.
8. Randomly selected 33 daily "Commissary Sales" reports which contained 43 voided transactions to determine if procedures for voiding transactions were properly followed and if the merchandise inventory items were added to the inventory system on the same day the transaction was voided.

**Conclusion:**

Based on the results of the audit, we have concluded that procedures were in place for ensuring that: purchases from the Jail Commissary Account were made in compliance with Local Government Code §351.0415 (c); daily sales were deposited to the Jail Commissary bank account in a timely manner; purchases of merchandise

inventory items were added to the *AbleTerm* inventory system; merchandise inventory is properly accounted and safeguarded; prices paid for merchandise inventory items are equal to or lower than the specified contract price. However, improvements could be made to the procedures in place for ensuring that: all assets subject to inventory contain an asset tag; Tyler Technologies develop a report that identifies when inventory items are entered into *Odyssey*; and sales transactions are properly voided. More specifically, the following was noted:

1. All 24 invoices were for supplies (i.e., office supplies, conference cameras, security system) and merchandise inventory items (i.e., indigent hygiene kits, personal care items, hair care, snacks, beverages, candy, food items, stationary supplies, postal stamps, underclothes, telephone cards, and medication) purchased in compliance with Local Government Code §351.0415 (c).
2. In all 33 instances, the sales amounts listed on the "Commissary Sales" reports were deposited to the Jail Commissary bank account in a timely manner.
3. All inventory adjustments were made in the inventory accounting systems and approved by a supervisor.
4. All 75 categories of merchandise inventory items counted agreed with the quantities in the inventory accounting system as of December 30, 2015.
5. Of the 214 merchandise inventory items selected:
   - 167 items were purchased at the contract price.
   - 47 of the items purchased were not under contract.
     - 34 of the items were purchased from non-contracted vendors.
     - 13 items were not under contract, but purchased from contracted vendors.
6. Of the 253 Jail Commissary assets selected for physical identification:
   - 179 assets were physically located and contained asset tags;
   - 64 assets were physically located; however, they did not contain an asset tag. The assets were identified by the serial number.
   - 3 assets (televisions) were visually located; however, we were unable to observe asset tags or serial numbers due to the assets being mounted on the walls inside the jail pods.
   - 1 asset (computer) was physically located; however, the asset did not contain an asset tag number. In addition, the asset inventory listing did not have a serial number; therefore, the asset was confirmed by the asset description and location.
   - 5 assets (software) contained an asset tag on file.
   - 1 asset (computer) was declared surplus. We obtained an executed asset transfer form; however, the asset is pending to be removed from the asset inventory listing by the Purchasing Department.
7. Of 17 items, we were not able to verify if 5 items, purchased from August 1, 2015 through December 31, 2015, were added to the *Odyssey* inventory. *Odyssey* does not contain a report that allows for verification to be made that purchased items were added to the inventory. The Sheriff's Office and the County Auditor's Office have been communicating with Tyler Technologies to implement such report in *Odyssey*. The remaining 12 items purchased between January 1, 2015 through July 31, 2015 were added to *Ableterm* Inventory.
8. Of the 43 voided transactions:
   - 30 were properly voided.
   - 13 were not properly voided, as follows:
     - 13 did not contain a supervisor's signature.
     - 12 did not contain the reason for void on the receipt.
     - 7 were not voided on the same date as the sale. The transactions were voided from 1 to 2 days late.

   In addition, we noted during our review that access to voiding receipts in *Odyssey* was not limited to the Supervisor. According to staff, the Jail Commissary Clerks obtain "verbal" approval from the Jail Commissary Supervisor before voiding a transaction.

Furthermore, of the 43 voided transactions, merchandise items in:

- 31 transactions were added back to the inventory system on the same day the transaction was voided.
- 12 transactions voided in *Odyssey* could not be tested since *Odyssey* does not contain a report that allows for verification to be made that voided items were added to the inventory.

**Recommendations:**
In our opinion, the issues identified during our review could be addressed by developing and implementing formal policies and procedures to ensure that all capital assets contain an asset tag, transactions are properly voided, and computer access controls to void transactions are limited to supervisors. At a minimum, procedures implemented should require that:

1. All assets subject to inventory contain an asset tag. Request asset tags from the Purchasing Department's Fixed Assets Division for the 65 noted assets in order to properly tag the assets. Furthermore, submit a request to the Purchasing Department's Fixed Assets Division for the removal of the computer from the asset inventory listing.
2. Coordinate with the Information Technology Department and Tyler Technologies to develop a report that identifies when inventory items are entered into *Odyssey*.
3. Approval to void a sales transaction must be obtained from the Supervisor. The Supervisor must approve each voided sales transaction by signing and dating the voided receipt to document the responsibility for verifying that the receipt is marked "VOID" on the face of the receipt, contains an explanation for the void, and contains the date the receipt was voided. If a new receipt is issued, the voided receipt number and the new receipt number should be cross-referenced. In addition, coordinate with the Information Technology Department to ensure that computer access controls to void transactions are limited to supervisors.

Please provide management responses to finding 6 through 8 noted in the conclusion section and the recommendations noted above by June 17, 2016. Your prompt response will be greatly appreciated.

If you have any questions or would like to schedule a meeting to discuss the above noted recommendations, please call Vivian Garza, Internal Auditor I, at 318-2511 ext. 4654, Letty Chavez, Compliance Audit Supervisor, at ext.4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4644, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: The Honorable Ramon Garcia, County Judge
The Honorable Arturo C. Cuellar, Jr., Commissioner Precinct 1
The Honorable Eduardo Cantu, Commissioner Precinct 2
The Honorable Jose M. Flores, Commissioner Precinct 3
The Honorable Joseph Palacios, Commissioner Precinct 4
Mr. Valde Guerra, County Executive Officer
Mr. Renan Ramirez, Chief Information Officer
Ms. Martha Salazar, Purchasing Agent
Mr. Kent Richardson, Assistant Attorney General

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
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EDINBURG, TEXAS 78539

June 6, 2016

The Honorable J.E. "Eddie" Guerra, Sheriff
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78540

Re: Audit of the Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency
For the Year Ended December 31, 2015
Audit No. 2016-03

Dear Sheriff Guerra:

We have completed an audit of the Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency for the year ended December 31, 2015 pursuant to Code of Criminal Procedure §59.06 (g)(1), Local Government Code §115.001, Local Government Code §115.0035, and our annual audit plan. The objective of the audit was to determine whether Chapter 59 seizures, forfeitures, receipts, and expenditures were properly accounted and reported.

**Background:**
Code of Criminal Procedure (CCP) Chapter 59 "Forfeiture of Contraband" provides the Sheriff with the authority to confiscate, forfeit, and dispose of contraband. Chapter 59 defines "contraband" as property of any nature (including real, personal, tangible, or intangible property) that is used or intended for use in the commission of certain enumerated felonies, Class A and Class B misdemeanors, or gained, acquired, and/or used to facilitate the commission of certain enumerated felonies and misdemeanors.

Local Government Code (LGC) § 115.0035(b) provides that "at least once each county fiscal year, or more often if the county auditor desires, the auditor shall, without advance notice, fully examine the accounts of all precinct, county and district officials." LGC §115.0035(a) defines "accounts" as all public funds that are subject to the control of any precinct, county or district official, including the accounts of law enforcement agencies and the attorney for the state composed of money and proceeds of property seized.

For the year ended December 31, 2015, the Sheriff's Office seized cash totaling $116,903.06 and 5 motor vehicles. In addition, cash totaling $35,765.74, 1 motor vehicle, and 1 real property were forfeited (awarded) to the Sheriff's Office during the year ended December 31, 2015. In addition, 4 vehicles and 2 real properties were returned to respondents and 1 motor vehicle was put to use by the Sheriff's Office.

Pursuant to CCP § 59.03 (c), a peace officer having custody of property must provide to the District Attorney a sworn statement that contains a schedule of the property seized, an acknowledgment that the officer has seized the property, and a list of the officer's reasons for the seizure. In addition, "not later than 72 hours after the seizure, the peace officer shall: (1) place the property under seal; (2) remove the property to a place ordered by the court; or (3) require a law enforcement agency of the state or a political subdivision to take custody of the property and move it to a proper location."

Pursuant to CCP § 59.04 (a) & (b), the District Attorney must commence forfeiture proceedings by filing a notice of the seizure and intended forfeiture (petition) with the District Clerk's Office not later than the 30th day after the date of the seizure.

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

Pursuant to CCP § 59.05 (b) & (e), forfeiture proceedings are conducted in accordance with rules and principles governing civil cases. If the court finds that the state has proven by a preponderance of the evidence that all or part of the seized property is subject to forfeiture, the judge shall forfeit the property to the state. Pursuant to CCP § 59.06 (f), a final judgment of forfeiture perfects the state's title to the forfeited property.

Pursuant to CCP § 59.05 (f), the District Clerk is entitled to court costs in forfeitures to the state of an amount greater than $2,500 as in other civil proceedings.

Pursuant to CCP § 59.06 (a), all forfeited property is administered by the District Attorney, acting as the agent of the state, in accordance with accepted accounting practices and with the provisions of any local agreement entered into between the District Attorney and law enforcement agencies (LEAs). If a local agreement has not been executed, the property shall be sold on the 75th day after the date of the final judgment of forfeiture at public auction under the direction of the county sheriff. Proceeds of the sale must be distributed in accordance with CCP § 59.06.

Pursuant to CCP § 59.06 (b), if a local agreement exists between the District Attorney and the LEA, the District Attorney may transfer the property to the LEA. Furthermore, CCP § 59.06 (c) states, if a local agreement exists between the District Attorney and LEAs, all money, securities, negotiable instruments, stocks or bonds, or things of value, or proceeds from the sale of those items shall be deposited, after the deduction of court costs which the District Clerk is entitled, into one or more of the following funds: (1) a special fund in the county treasury for the benefit of the District Attorney's Office, to be used by the District Attorney solely for the official purposes of his office; or (2) a special fund in the county treasury if distributed to a county LEA, to be used solely for law enforcement purposes, such as salaries and overtime pay for officers, officer training, specialized investigative equipment and supplies, and items used by officers in direct law enforcement duties.

Pursuant to CCP §59.06 (d), awarded proceeds may be spent by a law enforcement agency after a detailed budget has been submitted to commissioners court. The Sheriff's Chapter 59 budget for the year ended December 31, 2015 was $542,465.06 and expenditures totaled $55,078.39 (i.e., salary, court costs, registration fees, and advertisements for citation by publication).

Pursuant to CCP §59.06 (d-3), an expenditure of proceeds received under this chapter is considered to be for a law enforcement purpose if the expenditure is made for an activity of a law enforcement agency that relates to the criminal and civil enforcement of the laws of the State, including an expenditure made for: (1) equipment, including vehicles, computers, firearms, protective body armor, furniture, software, uniforms, and maintenance equipment; (2) supplies, including office supplies, mobile phone and data account fees for employees, and internet services; (3) investigative and training-related travel expenses, including payment for hotel rooms, airfare, meals, rental of and fuel for a motor vehicle, and parking; (4) conferences and training expenses, including fees and materials; (5) investigative costs, including payments to informants and lab expenses; (6) crime prevention and treatment programs; (7) facility costs, including building purchases, lease payments, remodeling and renovating, maintenance, and utilities; (8) witness-related costs, including travel and security; and (9) audit costs and fees, including audit preparation and professional fees.

On February 26, 1991, Commissioner's Court approved a resolution stating, "District Attorney and the Sheriff of Hidalgo County have expressed a willingness to assist in turning over some funds for use in drug rehabilitation in Hidalgo County, [not to exceed 10% and ] be it resolved that any forfeited funds be turned over to the Hidalgo County Commissioners' Court shall be deposited in a special fund and with any interest generated by said fund will be distributed to worthy programs on timely application to said Commissioners' Court until further orders of the Court."

**Local Agreement between District Attorney's Office and Sheriff's Office**

On January 3, 2005, the Hidalgo County District Attorney and the Sheriff's Office entered into a local agreement pursuant to CCP §59.06 (b), which would be in effect unless terminated. According to the agreement, the Sheriff's Office is responsible for paying all court costs, attorney ad-litem fees, depositions, title searches, title policies, confidential informants, and all costs related to forfeitures of real estate and personal property.

*Personal Property (Vehicles, jewelry, phones, etc...)* - If forfeited vehicles are not used for law enforcement purposes, the vehicles are to be sold and the proceeds are to be disbursed 50% to the Sheriff's Office and 50% to the District Attorney's Office. The Sheriff's Office has all interest in forfeited vehicles that are to be used for law

enforcement purposes. The Sheriff's Office is responsible for the use and upkeep of the vehicles and obtaining a certificate of title.

All property seized, except for currency, bank accounts, negotiable instruments, and jewelry shall be kept in the possession of the Sheriff's Office. Currency, bank accounts, negotiable instruments and jewelry shall be held and maintained by the District Attorney until a final disposition is ordered. All other personal property not suitable or desired for use shall be forfeited to the District Attorney and sold at public auction. The proceeds after deductions of sale expenses shall be disbursed 50% to the Sheriff's Office and 50% to the District Attorney's Office.

*Real Estate* - Upon the sale of real estate, all costs are to be paid from the final sum received, with the remaining amount to be paid according to the percentages listed under "currency" below.

*Currency* - Currency, bank accounts, and negotiable instruments are to be disbursed and divided as follows, after the payment of court costs:

| Amount | Sheriff's Office | District Attorney's Office |
|---|---|---|
| Over $100,000 | 65% | 35% |
| Over $50,000 to $100,00 | 60% | 40% |
| $50,000 and less | 50% | 50% |

All interest accumulated from any forfeited contraband shall be paid to the District Attorney.

Pursuant to the local agreement, 10% of the net forfeited currency over $3,000 shall be paid to Hidalgo County to be used for the prevention of drug abuse and for the treatment of persons with drug-related problems. The net forfeited amount is to be determined after all costs, including ad-litem fees, have been paid.

On June 25, 2015, the Hidalgo County District Attorney and the Sheriff's Office entered into a new interlocal agreement pursuant to CCP §59.06 (b). According to the agreement, the Sheriff's Office agrees to pay all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs in the forfeiture of vehicles and all other personal property, as outlined below.

*Personal Property* (Vehicles, jewelry, phones, etc…) - If personal property, including vehicles retained by the Law Enforcement Agency are to be sold, net proceeds from the sale of said property, after deduction of costs above described , is to be divided as follows: 75% to the Law Enforcement Agency and 25% to the State's Attorney.

If personal property, including passenger vehicles, pick-ups trucks, sport utility vehicles, vans, tractor trailers, etc., are to be used for law enforcement purposes pursuant to Article 59.06 (b) of the Texas Code of Criminal Procedures, the Law Enforcement Agency shall obtain the title of said vehicles and will be solely responsible for their use and maintenance. The State's Attorney will not retain an interest in said vehicles and will be completely absolved of any liability.

All property seized in accordance with this Agreement, with the exception of currency, bank accounts, negotiable instruments, and jewelry, shall be kept in the possession of the Law Enforcement Agency. The Law Enforcement Agency shall be responsible for the upkeep and maintenance of said property and the State's Attorney will be completely absolved of any liability.

The parties further agree that the Law Enforcement Agency shall account for all seized property in their possession until the property is disposed of by court order. Disposition of all property shall comply with Article 59 of the Texas Code of Criminal Procedure.

All other personal property, not suitable for nor desired for use, pursuant to Article 59 of the Texas Code of Criminal Procedure, shall be forfeited to the State's Attorney, as an agent for the State of Texas, and shall be sold at public auction. The net proceeds of said sale of said property, after deduction of sale expenses, shall be divided as follows: 60% to the Law Enforcement Agency and 40% to the State's Attorney.

For the purpose of this Agreement, the definition of "Personal Property" includes, but is not limited to, vehicles of all types, weapons, laptops, computers, cell phones, jewelry, gold, and other precious metals and tangible objects of value. The Law Enforcement Agency and the State's Attorney reserve the right to negotiate unique individual agreements on a case by case basis to satisfy special requirements; however, if an agreement cannot be reached, this local agreement shall be binding.

*Real Estate* - Upon the sale of real estate, all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs shall be paid or credit to the Law Enforcement Agency if such cost have been previously paid by the Law Enforcement Agency and the States Attorney as agreed upon for Currency, Banking Accounts, and Negotiable Instruments as listed below.

*Currency, Banking Accounts, and Negotiable Instruments* – Upon being awarded to the State via court order, are to be disbursed and divided up as follows, after the payment of costs:

| Amount | Sheriff's Office | District Attorney's Office |
|---|---|---|
| Over $50,000.00 | 70% | 30% |
| Less than $50,000.00 | 60% | 40% |

*Jewelry* – Will be sold and its proceeds divided as follows: 60% to the Law Enforcement Agency and 40% to the State's Attorney.

**Sheriff's Office Procedures**

Section 5.21 of the Hidalgo County Sheriff's Office Policy and Procedures establish the procedures and provide direction and reference to officers seizing cash or tangible property. Seizing officers must contact their supervisor and provide all the pertinent facts and circumstances surrounding a potential seizure and receive authorization to continue the forfeiture investigation.

If possible, seized currency is counted by a Sheriff's agent in the presence of the respondent and a receipt (copy of Evidence/Inventory Control Report) is issued; however, the receipt is not pre-numbered. If the funds cannot be counted in the presence of the respondent, the funds are placed in an evidence bag and transported to the Sheriff's Office where it is then counted by two Sheriff's agents. The count is documented on the "Itemization of Money Seizure" form, which is not pre-numbered. Once the currency is counted, pursuant to CCP §59.08 and Section 5.21.03.08 of the Hidalgo County Sheriff's Office Policy and Procedures, the agent places seized currency in a certificate of deposit at the county depository, Lone Star National Bank, under the name of the District Attorney's Office pending final disposition. If the currency cannot be immediately deposited on the date of seizure, the currency is safeguarded in a vault in the Sheriff's Office evidence room and deposited the next business day. In most cases the currency is placed in a certificate of deposit within 72 hours.

Personal property is safeguarded at the Sheriff's Office until a final judgment is rendered by the court. Vehicles are maintained at the Sheriff's Motor Pool and all other personal property is maintained at the Sheriff's Office evidence room. Only two Evidence Technicians have access to the evidence room. The evidence room is under lock and key and has 24 hour surveillance. The personal property is logged in by an agent and submitted to an Evidence Technician. If an item needs to be removed from the evidence room, the item is requested from one of the two Evidence Technicians and the agent is required to log the item out.

When cash and/or property is seized, the agent is required to generate a synopsis report describing the circumstances of the seizure. The synopsis report must include any or all of the following documents: an asset forfeiture cover sheet, offense report, affidavits, search warrants, vehicle impoundment sheet (if applicable), vehicle registration information with lien enhancement (if applicable), arrest probable cause affidavit (if arrest was made), bank deposit slip (if applicable), seizure affidavit, criminal histories on all parties claiming interest in the items seized, motor pool mechanic review sheet (if applicable), vehicle estimate value utilizing NADA or Kelley Blue Book (if applicable), and picture of the seized property. If the seized property is a vehicle, photographs of all four sides of the vehicle depicting the license plates, VIN, odometer mileage, interior, any damage and special equipment must also be placed in the file. The file is submitted to the Sheriff's Office Financial Services Bureau Administrative Assistant, who is responsible for ensuring the file contains all required documents. Original files are maintained by the Financial Services Bureau Administrative Assistant and copies of the file are forwarded to the District Attorney's Office and the Sheriff's Office Accountant II. Once the case has been disposed, the District Attorney's Office provides a copy of the judgment to the Financial Services Bureau Administrative Assistant. The Financial Services Bureau Administrative Assistant then forwards a copy of the judgment to the Sheriff's Office Accountant II, who is responsible for the preparation of the Chapter 59 Asset Forfeiture Report and the Quartermaster, who is responsible for overseeing the inventory and maintenance of Sheriff's Office equipment.

If a vehicle is forfeited to the Sheriff's Office, the vehicle is inspected by the Motor Pool Mechanic to determine whether the vehicle is in good working condition for law enforcement purposes. The Mechanic documents the inspection on the "Hidalgo County Sheriff's Office Newly Acquired Vehicle Checklist" (checklist). The checklist is provided to the Lieutenant and the Commander who determine whether to place the vehicle in use for law enforcement purposes or to auction the vehicle.

The Sheriff's Office submits an application for certificate of title, along with a copy of the final judgment, to the Motor Vehicle Department for all forfeited vehicles. Upon receipt of the certificate of title, the Sheriff's Office maintains a copy of the title and submits the original title to the Purchasing Department's Fixed Asset Division and requests an asset tag. Insurance coverage is also requested for all vehicles placed in use for law enforcement purposes from the Hidalgo County Safety Division by preparing and submitting an "Insurance Change-Vehicles" form. Once the vehicle is insured, the Safety Division submits proof of insurance to the Purchasing Department.

If the vehicle is not placed in use, a transfer form is prepared and the vehicle is declared surplus. Until the auction is conducted, the vehicle is safeguarded at the Sheriff's Office Motor Pool.

The Purchasing Department is responsible for conducting the sale of assets. The Purchasing Department receives the proceeds from the sale of assets from Rod Robertson Auto Auctions and prepares a "Purchasing Department/Fixed Asset Division Auction Report" that details the manner in which the auction proceeds will be distributed. The proceeds are then deposited with the Hidalgo County Treasurer.

**Scope and Methodology:**

The scope of our audit was limited to a review of all seized currency and property for which an agent's affidavit was made available to the County Auditor's Office for review and all forfeited currency and property for which a final judgment was rendered and recorded on *Odyssey*, the County's justice information system, during the period of January 1, 2015 through December 31, 2015.

Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvements could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

In planning and performing our review, we reviewed applicable statutes, policies and procedures, and the applicable interlocal agreements. The following procedures were performed:

1. Compared Chapter 59 revenue and expenditure reports generated from *alio*, the County's financial accounting system, and "Purchasing Department/Fixed Asset Division Auction Report" to the Sheriff's Chapter 59 Asset Forfeiture Report to determine if all Chapter 59 revenues and expenditures were reported.
2. Generated "Cases filed" and "Cases disposed" index reports for the period of January 1, 2015 to December 31, 2015 from *Odyssey* to determine if all property seized, forfeited, or returned to respondents was reported on the Sheriff's Chapter 59 Asset Forfeiture Report.
3. Reviewed expenditures from the Sheriff's Chapter 59 Forfeiture Fund to determine if expenditures were incurred for law enforcement purposes pursuant to CCP§59.06 (c).
4. Verified on *Odyssey* if court costs were paid to the District Clerk for cases that generated auction proceeds greater than $ 2,500.00.
5. Verified Hidalgo County Appraisal District records and Tax Office to determine if the real estate property forfeited to the Sheriff's Office was recorded under the name of Hidalgo County.
6. Verified with the Hidalgo County Risk Management Department to determine if the 78 vehicles put to use by the Sheriff's Office were properly insured.
7. Reviewed revenue reports generated from *alio* and "Purchasing Department/Fixed Asset Division Auction Report" to determine if auction proceeds were disbursed to the Sheriff's Office and apportioned within 30 days of said sale pursuant to the local agreement.

8. Reviewed the "District Attorney Investigation Funds Accounting Control Sheet" and supporting documentation to determine if the 10% of net forfeited currency over $3,000 was paid to Hidalgo County for the prevention of drug abuse and for the treatment of persons with drug-related problems pursuant to the local agreement dated January 3, 2005.
9. Requested an asset inventory list from the Sheriff's Office to determine if 79 Chapter 59 vehicles seized/forfeited (including those vehicles seized and forfeited in prior years) were held at the Sheriff's Office as of year ended December 31, 2015.
10. Reviewed the "Financial Seizure Account History" form, the affidavit prepared by the seizing officer, certificate of deposit receipt, and schedule of filed cases generated from *Odyssey* to determine if a certificate of deposit was opened within 72 hours of seizure for the amount seized and if a petition was filed within 30 days after the date of seizure.
11. Reviewed the procedures in place to determine if seizures were promptly recorded and controlled by using pre-numbered official receipt forms.

**Conclusion:**

Based on the results of our audit, we have determined that generally Chapter 59 seizures, forfeitures, receipts, and expenditures were properly accounted and reported. The following was noted:

1. All Chapter 59 revenues ($75,637.75) and expenditures ($55,078.39) recorded in *alio* and the "Purchasing Department/Fixed Asset Division Auction Report" were reported on the Sheriff's Chapter 59 Asset Forfeiture Report.
2. A review of the "Cases filed" and "Cases disposed" index reports generated from *Odyssey* for the period of review revealed that the Sheriff's Office seized 5 motor vehicles and cash totaling $116,903.06. In addition, the Sheriff's Office was forfeited (awarded) 1 motor vehicle, 1 real property and cash totaling $35,765.74. Furthermore, 4 motor vehicles and 2 real properties were returned to respondents pursuant to the judgment and 1 motor vehicle was put to use by the agency. The seizures and forfeitures were properly reported on the Sheriff's Chapter 59 Asset Forfeiture Report.
3. All expenditures from the Sheriff's Office Chapter 59 Forfeiture Fund were incurred for law enforcement purposes as required by CCP §59.06 (c).
4. Court costs were only paid to the District Clerk for cases where forfeitures were greater than $2,500.00 as required by CCP §59.05 (f).
5. The real estate property forfeited to the Sheriff's Office was recorded under the name of the Hidalgo County Criminal District Attorney.
6. Of the 78 vehicles:
   - 57 were properly insured.
   - 21 were not insured; however, we confirmed that the assets were declared surplus.
7. Auction proceeds totaling $37,880.25 were generated from the sale of 20 vehicles forfeited to the Sheriff's Office (all 20 vehicles auctioned were forfeited in prior years). Auctions were held in March, August, and December. Proceeds for the March, August, and December auctions were receipted by the County Treasurer's Office within 30 days of said sale; however, the proceeds were not apportioned pursuant to the local agreement, as follows:
   - March auction proceeds were apportioned 50% to the Sheriff's Office and 50% to the District Attorney's Office of the gross proceeds of said sale. Instead of 50% of the net proceeds
   - August and December auction proceeds were apportioned 100% to the Sheriff's Office. Instead of 75% to the Sheriff's Office and 25% to the District Attorney.
8. 10 judgments involved cash forfeitures greater than $3,000.00:
   - For 9 judgments under the old local agreement, 10% of the net forfeited currency over $3,000 was paid to Hidalgo County for the use of a drug rehabilitation program as required by the local agreement.
   - For 1 judgment under the new local agreement, 10% of net forfeited currency over $3,000 was paid to Hidalgo County for the use of a drug rehabilitation program. According to staff, although the new interlocal agreement does not state that 10% of the net currency over $3,000.00 shall be paid to Hidalgo County, on February 26, 1991, Commissioner's Court approved a resolution that would allow a request up to ten (10%) of drug forfeited funds seized and awarded to Hidalgo County Sheriff's Office and the Criminal District Attorney's Office of Hidalgo County for drug rehabilitation.

9. Of the 79 vehicles selected:
   - 74 vehicles were on the Sheriff's Office asset inventory list.
   - 4 vehicles were not on the Sheriff's Office asset inventory list; however, the vehicles were physically located at the Sheriff's Office.
   - 1 vehicle was not on the Sheriff's Office asset inventory list and was not physically located; however, we confirmed that the vehicle was auctioned during the month of March 2016.
10. 8 cash seizures were made by the Sheriff's Office during the period of review. Of the 8 cash seizures:
    - 7 certificates of deposit were opened within 72 hours of seizure as required by CCP §59.03 (c).
    - 1 certificate of deposit was not opened within 72 hours of seizure. The certificate of deposit was opened 1 day late.

    In addition, 10 petitions (cash and other property) were filed with the District Clerk's Office. All 10 petitions (cash and other property) were filed with the District Clerk's Office on or before the 30th day after the date of the seizure as required by CCP §59.04 (a).
11. Seizures were not recorded and controlled by using pre-numbered official receipt forms. Instead, the "Financial Seizure Account History" form, a form that is not pre-numbered, was utilized to account for seizures. In addition, the "Financial Seizure Account History" form did not require the signature of the respondent and the agent and witness responsible for counting and verifying the property and/or amount of cash seized.

**Recommendations:**

In our opinion, the issues identified during our review could be addressed by ensuring that procedures for the proper accounting and reporting of seizures, forfeitures, receipts, and expenditures are implemented. At a minimum, procedures should require Sheriff's Office to:

1. Coordinate with Purchasing Department to ensure that the proceeds from the sale of assets are apportioned in accordance with the local agreement to the Sheriff's Office and District Attorney.
2. The local agreement should be amended to include the exact percentage that should be paid to Hidalgo County for the prevention of drug abuse and for the treatment of persons with drug-related problems.
3. Ensure that the Sheriff's Office asset inventory listing includes all the vehicles seized and forfeited that haven't been sold.
4. Ensure that certificates of deposits are opened within 72 hours of seizure as required by CCP §59.03 (c).
5. Ensure seizures are recorded and controlled by using pre-numbered "Financial Seizure Account History" forms. The forms should require the signature of the agent counting and witness verifying the seizure. In addition, the respondent's signature, if possible, should be obtained and documented on the receipt form.

Please provide management responses to findings 7 through 11 noted in the conclusion section by June 17, 2016. Your prompt response will be greatly appreciated.

If you have any questions or would like to schedule a meeting to discuss the above noted recommendations, please call Reynaldo Cantu III, Internal Auditor I, at 318-2511 ext. 4653, Letty Chavez, Compliance Audit Supervisor, at ext.4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4644, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: The Honorable Ramon Garcia, County Judge
The Honorable A.C. Cuellar, Jr., Commissioner Precinct 1
The Honorable Eduardo Cantu, Commissioner Precinct 2
The Honorable Jose M. Flores, Commissioner Precinct 3
The Honorable Joseph Palacios, Commissioner Precinct 4
The Honorable Ricardo Rodriguez, Criminal District Attorney
Mr. Valde Guerra, County Executive Officer
Mr. Kent Richardson, Assistant Attorney General

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

June 6, 2016

The Honorable Ricardo Rodriguez, Jr., Criminal District Attorney
Hidalgo County District Attorney's Office
100 N. Closner
Edinburg, TX 78539

Re: Audit of HIDTA's Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency
For the Year Ended December 31, 2015
Audit No. 2016-04

Dear Mr. Rodriguez:

We have completed an audit of HIDTA's Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency for the Year Ended December 31, 2015 pursuant to Code of Criminal Procedure §59.06 (g)(1), Local Government Code §115.001, Local Government Code §115.0035, and our annual audit plan. The objective of our audit was to determine if Chapter 59 seizures, forfeitures, receipts, and expenditures were properly accounted and reported.

**Background:**
Code of Criminal Procedure (CCP) Chapter 59 "Forfeiture of Contraband" provides HITDA with the authority to confiscate, forfeit, and dispose of contraband. Chapter 59 defines "contraband" as property of any nature (including real, personal, tangible, or intangible property) that is used or intended for use in the commission of certain enumerated felonies, Class A and Class B misdemeanors, or gained, acquired, and/or used to facilitate the commission of certain enumerated felonies and misdemeanors.

Local Government Code (LGC) §115.0035 (b) provides that "at least once each county fiscal year, or more often if the county auditor desires, the auditor shall, without advance notice, fully examine the accounts of all precinct, county and district officials." LGC §115.0035 (a) defines "accounts" as all public funds that are subject to the control of any precinct, county or district official, including the accounts of law enforcement agencies and the attorney for the state composed of money and proceeds of property seized.

For the year ended December 31, 2015, HITDA seized cash totaling $2,654,249.38; 22 motor vehicles; 25 other property (assorted pieces of jewelry). In addition, cash totaling $855,543.01; 16 motor vehicles; and 1 real property were forfeited to HITDA. Furthermore, 4 vehicles and 1 real property was returned to respondents.

Pursuant to CCP §59.03 (c), a peace officer having custody of property must provide to the District Attorney a sworn statement that contains a schedule of the property seized, an acknowledgment that the officer has seized the property, and a list of the officer's reasons for the seizure. In addition, "not later than 72 hours after the seizure, the peace officer shall: (1) place the property under seal; (2) remove the property to a place ordered by the court; or (3) require a law enforcement agency of the state or a political subdivision to take custody of the property and move it to a proper location."

Pursuant to CCP §59.04 (a) & (b), the District Attorney must commence forfeiture proceedings by filing a notice of the seizure and intended forfeiture (petition) with the District Clerk's Office not later than the 30th day after the date of the seizure.

Pursuant to CCP §59.05 (b) & (e), forfeiture proceedings are conducted in accordance with rules and principles governing civil cases. If the court finds that the state has proven by a preponderance of the evidence that all or part of the seized property is subject to forfeiture, the judge shall forfeit the property to the state. Pursuant to CCP § 59.06 (f), a final judgment of forfeiture perfects the state's title to the forfeited property.

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

Pursuant to CCP §59.05 (f), the District Clerk is entitled to court costs in forfeitures to the state of an amount greater than $2,500 as in other civil proceedings.

Pursuant to CCP §59.06 (a), all forfeited property is administered by the District Attorney, acting as the agent of the state, in accordance with accepted accounting practices and with the provisions of any local agreement entered into between the District Attorney and law enforcement agencies (LEAs). If a local agreement has not been executed, the property shall be sold on the 75th day after the date of the final judgment of forfeiture at public auction under the direction of the county sheriff. Proceeds of the sale must be distributed in accordance with CCP §59.06.

Pursuant to CCP §59.06 (b), if a local agreement exists between the District Attorney and the LEA, the District Attorney may transfer the property to the LEA. Furthermore, CCP § 59.06 (c) states, if a local agreement exists between the District Attorney and the LEA, all money, securities, negotiable instruments, stocks or bonds, or things of value, or proceeds from the sale of those items shall be deposited, after the deduction of court costs which the District Clerk is entitled, into one or more of the following funds: (1) a special fund in the county treasury for the benefit of the District Attorney's Office, to be used by the District Attorney solely for the official purposes of his office; or (2) a special fund in the county treasury if distributed to a county LEA, to be used solely for law enforcement purposes, such as salaries and overtime pay for officers, officer training, specialized investigative equipment and supplies, and items used by officers in direct law enforcement duties.

CCP §59.06 (d) states that awarded proceeds may be spent by a law enforcement agency after a detailed budget has been submitted to the commissioners court. HITDA's Chapter 59 budget for the year ended December 31, 2015 was $133,000.00 and expenditures totaled $89,292.41 (e.g., employee salaries and fringe benefits).

Pursuant to CCP §59.06 (d-3), an expenditure of proceeds received under this chapter is considered to be for a law enforcement purpose if the expenditure is made for an activity of a law enforcement agency that relates to the criminal and civil enforcement of the laws of the State, including an expenditure made for: (1) equipment, including vehicles, computers, firearms, protective body armor, furniture, software, uniforms, and maintenance equipment; (2) supplies, including office supplies, mobile phone and data account fees for employees, and internet services; (3) investigative and training-related travel expenses, including payment for hotel rooms, airfare, meals, rental of and fuel for a motor vehicle, and parking; (4) conferences and training expenses, including fees and materials; (5) investigative costs, including payments to informants and lab expenses; (6) crime prevention and treatment programs; (7) facility costs, including building purchases, lease payments, remodeling and renovating, maintenance, and utilities; (8) witness-related costs, including travel and security; and (9) audit costs and fees, including audit preparation and professional fees.

**Local Agreement Between District Attorney's Office and HITDA**

On August 17, 2010, the Hidalgo County District Attorney and HIDTA entered into a local agreement pursuant to CCP §59.06 (b). According to the local agreement, HIDTA is responsible for paying all court costs, attorney ad-litem fees, depositions, title searches, title policies, confidential informants, and all costs related to forfeitures of real estate and personal property.

*Real Estate* - Upon the sale of real estate, all costs are to be paid from the final sum received with the remaining amount to be paid 100% to HIDTA.

*Personal Property (Vehicles, jewelry, phones, etc...)* - All property is to be forfeited to HIDTA. If property is sold, proceeds from the sale of property are to be disbursed 100% to HIDTA, except for passenger vehicles (i.e., pick-up trucks, sport utility vehicles, vans, tractor trailers, etc.) that are to be used for law enforcement purposes. HIDTA is responsible for the use and upkeep of the vehicles and obtaining a certificate of title All other seized vehicles, except those mentioned above and not used for law enforcement purposes are to be sold and proceeds disposed of in accordance with Chapter 59 of the Texas Code of Criminal Procedures.

All property seized, except for currency, bank accounts and negotiable instruments, shall be kept in the possession of HIDTA. HIDTA will account for all seized property in their possession until the property is disposed of by court order. Currency, bank accounts, and negotiable instruments shall be held and maintained by the District Attorney until a final disposition is ordered. All other personal property not suitable or desired for use shall be forfeited to the District Attorney and shall be sold at public auction. The proceeds after deduction of sale expenses shall be paid 100% to HIDTA. Proceeds from the sale of real, personal, tangible or intangible property shall be apportioned within thirty (30) days of sale.

*Currency* - Currency, bank accounts, and negotiable instruments are to be distributed 100% to HIDTA, after all costs have been paid.

**HITDA's Procedures**

Seized currency under $5,000.00, if possible, is counted by a HIDTA agent in the presence of a witness and the respondent(s). Funds are placed in a sealed evidence bag and immediately transported to the bank by at least two agents, if it's within the bank's normal business hours; otherwise, the funds are transported to the HIDTA Office. The following non pre-numbered forms are prepared to document the seized cash:

- "Itemization of Money Seizure" form: date of seizure; case file number; agent's name; the US currency, foreign currency, and checks by denomination, quantity, and total; and the signatures of the case agent and seizure custodian.
- "Hidalgo County HIDTA Task Force Receipt for Cash or Other Items" form: the date, time, case number, description of items and signature of the seizing agent, witness, and respondent. A copy of the completed form is provided to the respondent.

If the funds cannot be counted in the presence of the respondent, the funds are placed in a sealed evidence bag and transported to HIDTA by at least two agents where it is placed in a safe pending transfer to the bank. In cases where currency is seized in an amount of $30,000.00 or more, sealed evidence bags are taken and signed into the bank vault. For these seizures, the bank requires that HIDTA schedule an appointment with the Bank Cash Vault Services Manager. The bank employees along with at least 2 HIDTA employees unseal the evidence bags and count the currency. The count is recorded on an "Itemization of Money Seizure" form. Once the currency is counted, pursuant to CCP §59.08, the agent places the seized currency in a certificate of deposit at the county depository, Lone Star National Bank, under the name of the District Attorney's Office pending final disposition. If currency cannot be immediately deposited, the currency is safeguarded in a safe inside HIDTA's evidence room. In most cases, the currency is placed in a certificate of deposit within 72 hours.

Personal property is safeguarded by HIDTA until a final judgment is rendered by the court. Vehicles are maintained at Rod Robertson Auto Auctions; however, most personal property (i.e., jewelry, cell phones, guns, etc.) is maintained at HIDTA's evidence room. Personal property of high value is placed in a safe. Only the Commander and the Assistant Commander have access to the evidence room and the safe. The evidence room is under lock and key; an alarm must be deactivated to access the evidence room, and the evidence room has 24 hour surveillance cameras inside and outside the room. If an item needs to be removed from the evidence room, the item is requested from one of the two employees with access to the evidence room. Property maintained in the evidence room is clearly labeled with the case number. Once the items are awarded to HIDTA, the high value small items are declared surplus and auctioned by Rod Robertson Auto Auctions. For cell phones, guns and other items, HIDTA requests that an "Order of Disposition of Gambling Paraphernalia, Prohibited Weapon, Criminal Instrument, Other Contraband, Seized Weapon, or Stolen Property" be approved and signed by the presiding District Court Judge, granting HIDTA authorization for destruction. A copy of destruction order and photos of destroyed items are maintained in the case file.

When property is seized under CCP Chapter 59, the agent is required to complete a case file consisting of the following: intake sheet; DA's supplement report; booking sheet; DA's intake sheet; case initiation; commitment; complaint; warrants; seizure report; drug to dollar amount conversion table; evidence submission; DPS lab submission; Miranda warnings; voluntary statement of the accused; arrest report/personal history; criminal case management report (i.,e, *Ableterm, Odyssey*); defendant's criminal history; affidavit of seizing officer; asset forfeiture intake sheet; picture of the seized property; vehicle registration information and/or copy of certificate of deposit, if applicable; reports from other law enforcement agencies, etc. The agent inputs the entry of incident, arrest, and related data information into the Cardinal Tracking Badge System under a pre-assigned task force case number.

If a vehicle is forfeited to HIDTA, HIDTA's Commander determines whether the vehicle should be put in use for law enforcement purposes or auctioned. If the vehicle is retained for law enforcement purposes, HIDTA submits the Application for Registration and Certificate of title issued under Alias for Use of Law Enforcement Vehicle (Form 62-G), Application for Texas Certificate of Title (Form 130-U), and a Certificate of Origin for a Vehicle (certified copy of final judgment) to the Texas Department of Transportation. All HIDTA vehicles are under "Alias" and the certificate of title is not released until a formal letter is submitted to the Texas Department of Transportation requesting the deletion of said vehicle from alias registration. Upon receipt of the certificate of title, HIDTA Accountant III prepares a transfer form to surplus said vehicle. HIDTA requests an asset tag from the Hidalgo County Purchasing Department and insurance from Hidalgo County Safety Division. The Purchasing Department's

Fixed Asset Division requires proof of insurance from the Hidalgo County Safety Division and a copy of the judgment in order to issue an asset tag for vehicles forfeited to HIDTA.

If the vehicle is not placed in use, a transfer form is prepared by HIDTA Accountant III and the vehicle is declared surplus. Until the auction is conducted, the vehicle is safeguarded at Rod Robertson Auto Auctions. In addition, a certificate of title is not obtained for vehicles to be auctioned.

The Purchasing Department is responsible for conducting the sale of assets. The Purchasing Department receives the proceeds from the sale of assets from Rod Robertson Auto Auctions and prepares a "Purchasing Department/Fixed Asset Division Auction Report" that details the manner in which the auction proceeds will be distributed. The proceeds are then deposited with the Hidalgo County Treasurer.

HIDTA maintains the BADGE and the Performance Management Process (PMP). BADGE is a police records management system, used by HIDTA to document when assets are placed and removed from the evidence room. BADGE is used to document the chain of custody for items seized and maintained as evidence. The Performance Management Process (PMP) is utilized to identify and track information about HIDTA-funded training, information and intelligence sharing, drug and asset seizures, and case support. The PMP database and BADGE work hand in hand in cooperation and synchronize the activity with that of the other. The Intelligence Analyst inputs information obtained from the Badge System into the PMP database. The PMP database is continuously reviewed and randomly audited by HIDTA's Regional Office for accuracy. The Intelligence Analyst provides monthly PMP reports and Badge System reports to HIDTA's Accountant III, who creates a schedule of seized items based on said reports/information. In addition, on a monthly basis, HIDTA's Accountant III receives a copy of the HIDTA HB65 bank statement and balance sheet from the District Attorney's Accountant IV. Once the case has been disposed, the District Attorney's Legal Assistant from the Asset Forfeiture and Expunction Section provides a copy of the judgment to HIDTA's Accountant III, who is responsible for the preparation of the Chapter 59 Asset Forfeiture Report. The agent is also required to enter all seized vehicles in the "Vehicle Impound Log" binder managed by HIDTA Agents and the Accountant III.

**Agreement for Auctioneer Services**

On April 24, 2012, the Hidalgo County Commissioners Court entered into a contract with Rod Robertson Enterprise, Inc. for the provision of auctioneer and storage services. On April 30, 2013 and April 22, 2014, the Hidalgo County Commissioners Court approved one year extensions. The contract stipulates that with respect to any property seized by any law enforcement Agency of Hidalgo County, the auctioneer agrees to store such property for Hidalgo County for the period prior to any sale being conducted.

On April 28, 2015, the Hidalgo County Commissioners Court entered into a new contract with Rod Robertson Enterprise, Inc. for the provision of auctioneer and storage services. The contract was effective from May 3, 2015 to May 2, 2016.

**Scope and Methodology:**

The scope of our audit was limited to a review of all seized currency and personal property for which an agent's affidavit was made available to the County Auditor's Office for review and all forfeited currency and personal property for which a final judgment was rendered and recorded in *Odyssey*, the County's justice information system, for the period of January 1, 2015 through December 31, 2015.

Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvements could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

In planning and performing our review, we reviewed applicable statutes, policies and procedures, and applicable local agreements. The following procedures were performed:

1. Compared Chapter 59 revenue and expenditure reports generated from *alio*, the County's financial accounting system, and the "Purchasing Department/Fixed Asset Division Auction Report" to HIDTA's

Chapter 59 Asset Forfeiture Report to determine if all Chapter 59 revenues and expenditures were reported.

2. Generated "Cases filed" and "Cases disposed" index reports for the period of January 1, 2015 to December 31, 2015 from *Odyssey* to determine if all seized, forfeited, and property returned to respondents was reported on HIDTA's Chapter 59 Asset Forfeiture Report.
3. Reviewed expenditures from HIDTA's Chapter 59 Forfeiture Fund to determine if expenses were for law enforcement purposes pursuant to CCP§59.06 (c).
4. Requested inventory reports for HIDTA from Rod Robertson Enterprise, Inc. to determine if the 53 Chapter 59 vehicles and other property seized/forfeited (including those vehicles seized and forfeited in prior years) were held at Rod Robertson Enterprise Inc., as of the year ended December 31, 2015.
5. Reviewed revenue reports generated from *alio* and the "Purchasing Department/Fixed Asset Division Auction Report" to determine if 100% of the auction proceeds were apportioned to HIDTA within 30 days of said sale pursuant to the local agreement.
6. Reviewed the affidavit prepared by the seizing officer and the certificate of deposit receipt to determine if a certificate of deposit was opened within 72 hours of seizure for the amount seized.
7. Reviewed the "District Attorney Investigation Funds Accounting Control Sheet" and supporting documentation to determine if court costs were only paid to the District Clerk for cases where forfeitures were greater than $2,500.00.
8. Requested to review written policies and procedures in place to determine if HIDTA has implemented formal policies and procedures for the proper accounting and reporting of seizures and forfeitures. In addition, inquired whether seizures were promptly recorded and controlled by using pre-numbered official receipt forms.

**Conclusion:**

Based on the results of our audit, we have determined that generally Chapter 59 seizures, forfeitures, receipts, and expenditures were properly accounted and reported; however, improvements could be made to the system of internal controls for the accounting and reporting of Chapter 59 seizures, forfeitures, receipts, and expenditures. More specifically, the following was noted:

1. All Chapter 59 revenues ($946,668.27) and expenditures ($89,292.41) recorded in *alio* and the "Purchasing Department/Fixed Asset Division Auction Report" were reported on HIDTA's Chapter 59 Asset Forfeiture Report.
2. A review of the "Cases filed" and "Cases disposed" index reports generated from *Odyssey* for the period of review revealed that HIDTA seized cash totaling $2,654,249.38; 22 motor vehicles; and 25 other property (assorted jewelry). In addition, cash totaling $855,543.01; 16 motor vehicles; and 1 real property were forfeited (awarded) to HIDTA. Furthermore, 4 vehicles and 1 real property was returned to respondents. The seizures and forfeitures were properly reported on HIDTA's Chapter 59 Asset Forfeiture Report.
3. All expenditures from HIDTA's Chapter 59 Forfeiture Fund were incurred for law enforcement purposes pursuant to CCP §59.06 (c).
4. Of the 53 Chapter 59 vehicles and other property selected:
   - 25 (24 vehicles and 1 other property) were on Rod Robertson Enterprise, Inc. inventory listing.
   - 28 (3 vehicles and 25 other property) were not on Robertson Enterprise, Inc. inventory listing; however:
     - 2 vehicles and 25 other property were physically identified and located at HIDTA.
     - 1 vehicle (boat) was located at South Point Marina.
5. Auctions for sale of forfeited assets were held during the months of March, August, and December 2015. All (100%) of the auction proceeds were apportioned to HIDTA's Chapter 59 Forfeiture Fund within thirty (30) days of sale.
6. 17 cash seizures were made by HIDTA during the period of review, as follows:
   - 12 certificates of deposit were opened within 72 hours of seizure for the amount seized.
   - 5 certificates of deposit were opened for the amount seized; however, the certificates of deposit were opened 1 to 6 days late.
7. There were 20 cases related to 15 vehicles sold and funds seized during the period in review. Of 20 cases, court costs were not paid to the District Clerk in 3 cases in which vehicles were sold for more than $2,500.00.
8. Formal policies and procedures have not been developed and implemented by HIDTA regarding Chapter 59 seizures, forfeitures, receipts, and expenditures. In addition, seizures are not recorded and controlled by

using pre-numbered official receipt forms. Instead, a non pre-numbered form is utilized to account for seizures. A copy of the form, which contains the seizure date, time, case number, description of items and signatures of the seizing agent, witness, and respondent, is provided to the respondent.

**Recommendation:**
In our opinion, the issues identified during our review could be addressed by developing and implementing formal policies and procedures for the proper accounting and reporting of Chapter 59 seizures, forfeitures, receipts, and expenditures. At a minimum, procedures should require HIDTA to:

1. Ensure that certificates of deposit are opened within 72 hours of seizure as required by CCP §59.03 (c).
2. Ensure that court costs are paid to the District Clerk for personal property cases that generate auction proceeds greater than $ 2,500.00.
3. Develop and implement formal policies and procedures for the proper accounting and reporting of Chapter 59 seizures and forfeitures. In addition, ensure seizures are recorded and controlled by using a pre-numbered form. The form should require the signatures of the agent counting and witness verifying the seizure. In addition, the respondent's signature, if possible, should be obtained and documented on the form.

Please provide a management response to finding 6 through 8 noted in the conclusion section and the recommendations noted above by June 24, 2016. Your prompt response will be greatly appreciated.

If you have any questions or would like to schedule a meeting to discuss the above noted recommendations, please call Ricardo Nunez, Internal Auditor I, at 318-2511 ext. 4644, Letty Chavez, Compliance Audit Supervisor, at ext.4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: The Honorable Ramon Garcia, County Judge
The Honorable Arturo C. Cuellar, Commissioner Precinct 1
The Honorable Eduardo Cantu, Commissioner Precinct 2
The Honorable Jose M. Flores, Commissioner Precinct 3
The Honorable Joseph Palacios, Commissioner Precinct 4
The Honorable Ricardo Rodriguez, Jr., Hidalgo County Criminal District Attorney
Mr. Valde Guerra, County Executive Officer
Mr. Kent Richardson, Assistant Attorney General

COUNTY of HIDALGO

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EDINBURG, TEXAS 78539

June 6, 2016

The Honorable Celestino Avila, Jr.
Hidalgo County Constable, Precinct 1
1902 Joe Stephens Suite 303
Weslaco, TX 78596

Re: Audit of the Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency
For the Year Ended December 31, 2015
Audit No. 2016-05

Dear Constable Avila:

We have completed an audit of the Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency for the Year Ended December 31, 2015 pursuant to Code of Criminal Procedure §59.06 (g)(1), Local Government Code §115.001, Local Government Code §115.0035, and our annual audit plan. The objective of our audit was to determine if Chapter 59 seizures, forfeitures, receipts, and expenditures were properly accounted and reported.

**Background:**
Code of Criminal Procedure (CCP) Chapter 59 "Forfeiture of Contraband" provides the Constable Precinct 1 with the authority to confiscate, forfeit, and dispose of contraband. Chapter 59 defines "contraband" as property of any nature (including real, personal, tangible, or intangible property) that is used or intended for use in the commission of certain enumerated felonies, Class A and Class B misdemeanors, or gained, acquired, and/or used to facilitate the commission of certain enumerated felonies and misdemeanors.

Local Government Code (LGC) §115.0035(b) provides that "at least once each county fiscal year, or more often if the county auditor desires, the auditor shall, without advance notice, fully examine the accounts of all precinct, county and district officials." LGC §115.0035(a) defines "accounts" as all public funds that are subject to the control of any precinct, county or district official, including the accounts of law enforcement agencies and the attorney for the state composed of money and proceeds of property seized.

For the year ended December 31, 2015, Constable Precinct 1 seized cash totaling $1,260.00 and 4 motor vehicles. Cash was not forfeited; however, 1 motor vehicle was forfeited to Constable Precinct 1 and no property was returned to respondents.

Pursuant to CCP §59.03 (c), a peace officer having custody of property must provide to the District Attorney a sworn statement that contains a schedule of the property seized, an acknowledgment that the officer has seized the property, and a list of the officer's reasons for the seizure. In addition, "not later than 72 hours after the seizure, the peace officer shall: (1) place the property under seal; (2) remove the property to a place ordered by the court; or (3) require a law enforcement agency of the state or a political subdivision to take custody of the property and move it to a proper location."

Pursuant to CCP §59.04 (a) & (b), the District Attorney must commence forfeiture proceedings by filing a notice of the seizure and intended forfeiture (petition) with the District Clerk's Office not later than the 30th day after the date of the seizure.

Pursuant to CCP §59.05 (b) & (e), forfeiture proceedings are conducted in accordance with rules and principles governing civil cases. If the court finds that the state has proven by a preponderance of the evidence that all or part of the seized property is subject to forfeiture, the judge shall forfeit the property to the state. Pursuant to CCP § 59.06 (f), a final judgment of forfeiture perfects the state's title to the forfeited property.

Pursuant to CCP §59.05 (f), the District Clerk is entitled to court costs in forfeitures to the state of an amount greater than $2,500 as in other civil proceedings.

Pursuant to CCP §59.06 (a), all forfeited property is administered by the District Attorney, acting as the agent of the state, in accordance with accepted accounting practices and with the provisions of any local agreement entered into between the District Attorney and law enforcement agencies (LEAs). If a local agreement has not been executed, the property shall be sold on the 75th day after the date of the final judgment of forfeiture at public auction under the direction of the county sheriff. Proceeds of the sale must be distributed in accordance with CCP §59.06.

Pursuant to CCP §59.06 (b), if a local agreement exists between the District Attorney and the LEA, the District Attorney may transfer the property to the LEA. Furthermore, CCP §59.06 (c) states, if a local agreement exists between the District Attorney and the LEA, all money, securities, negotiable instruments, stocks or bonds, or things of value, or proceeds from the sale of those items shall be deposited, after the deduction of court costs which the District Clerk is entitled, into one or more of the following funds: (1) a special fund in the county treasury for the benefit of the District Attorney's Office, to be used by the District Attorney solely for the official purposes of his office; or (2) a special fund in the county treasury if distributed to a county LEA, to be used solely for law enforcement purposes, such as salaries and overtime pay for officers, officer training, specialized investigative equipment and supplies, and items used by officers in direct law enforcement duties.

CCP §59.06 (d) states that awarded proceeds may be spent by a law enforcement agency after a detailed budget has been submitted to the commissioners court. A budget was not submitted to Commissioners Court for approval and expenditures were not incurred by Constable Precinct 1 for the year ended December 31, 2015.

Pursuant to CCP §59.06 (d-3), an expenditure of proceeds received under this chapter is considered to be for a law enforcement purpose if the expenditure is made for an activity of a law enforcement agency that relates to the criminal and civil enforcement of the laws of the State, including an expenditure made for: (1) equipment, including vehicles, computers, firearms, protective body armor, furniture, software, uniforms, and maintenance equipment; (2) supplies, including office supplies, mobile phone and data account fees for employees, and internet services; (3) investigative and training-related travel expenses, including payment for hotel rooms, airfare, meals, rental of and fuel for a motor vehicle, and parking; (4) conferences and training expenses, including fees and materials; (5) investigative costs, including payments to informants and lab expenses; (6) crime prevention and treatment programs; (7) facility costs, including building purchases, lease payments, remodeling and renovating, maintenance, and utilities; (8) witness-related costs, including travel and security; and (9) audit costs and fees, including audit preparation and professional fees.

Transportation Code §501.022 (a)(2) states "the owner of a motor vehicle registered in this state may not operate or permit the operation of the vehicle on a public highway until the owner obtains: (A) title and registration for the vehicle; or (B) a receipt evidencing title for registration purposes only under Section 501.029. Transportation Code §501.022 (b) states "a person may not operate a motor vehicle registered in this state on a public highway if the person knows or has reason to believe that the owner has not obtained a title for the vehicle." Transportation Code §501.022 (c) states "the owner of a motor vehicle that is required to be titled and registered in this state must obtain a title to the vehicle before selling or disposing of the vehicle."

**Local Agreement Between District Attorney's Office and Constable Precinct 1**

On November 27, 2006, the Hidalgo County District Attorney and Constable Precinct 1 entered into a local agreement pursuant to CCP §59.06 (b). According to the local agreement, Constable Precinct 1 is responsible for paying all court costs, attorney ad-litem fees, depositions, title searches, title policies, confidential informants, and all costs related to forfeitures of real estate and personal property.

*Personal Property (Vehicles, jewelry, phones, etc...)* - If forfeited vehicles are not used for law enforcement purposes, the vehicles are to be sold and the proceeds are to be disbursed 50% to Constable Precinct 1 and 50% to the District Attorney's Office. Constable Precinct 1 has all interest in forfeited vehicles that are to be used for law enforcement purposes. Constable Precinct 1 is responsible for the use and upkeep of the vehicles and obtaining a certificate of title.

All property seized, except for currency, bank accounts, negotiable instruments, and jewelry shall be kept in the possession of the Constable Precinct 1. Currency, bank accounts, negotiable instruments and jewelry shall be held and maintained by the District Attorney until a final disposition is ordered. All other personal property not suitable or desired for use shall be forfeited to the District Attorney and sold at public auction. The proceeds after

deductions of sale expenses shall be disbursed 50% to the Constable Precinct 1 and 50% to the District Attorney's Office.

*Real Estate*- Upon the sale of real estate, all costs are to be paid from the final sum received, with the remaining amount to be paid according to the percentages listed under "currency" below.

The proceeds from the sale of real, personal, tangible or intangible property shall be apportioned within thirty (30) days of said sale.

*Currency*- disbursed and divided as follows, after the payment of court costs:

| Amount | Constable Precinct 1 | District Attorney's Office |
|---|---|---|
| Over $100,000 | 65% | 35% |
| Over $50,000 to $100,00 | 60% | 40% |
| $50,000 and less | 50% | 50% |

All interest accumulated from any forfeited contraband shall be paid to the District Attorney.

On November 23, 2015, the Hidalgo County District Attorney and Constable Precinct 1 entered into a new local agreement pursuant to CCP §59.06 (b). According to the local agreement, Constable Precinct 1 is responsible for paying all court costs, attorney ad-litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs in the forfeiture of real estate, currency, banking accounts and negotiable instruments.

*Personal Property (Vehicles, laptops, computers, cell phones, weapons, etc...)*- If personal property, including vehicles retained by Constable Precinct 1 are to be sold, net proceeds from the sale of said property, after deduction of costs, is to be divided 75% to Constable Precinct 1 and 25% to the District Attorney.

If personal property, including vehicles that are retained by Constable Precinct 1 for law enforcement purposes are at any time decommissioned and then sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided as follows: 75% to Constable Precinct 1 and 25% to the State's Attorney.

All property seized, except for currency, bank accounts, negotiable instruments, and jewelry, shall be kept in the possession of the Constable Precinct 1. Constable Precinct 1 shall account for all seized property in their possession until the property is disposed of by court order.

All other personal property, not suitable or desired for use, shall be forfeited to the District Attorney and sold at public auction. The net proceeds of said sale of said property, after deductions of sale expenses, shall be divided 60% to the Constable Precinct 1 and 40% to the District Attorney.

*Real Estate*- Upon the sale of real estate, all costs are to be paid from the final sum received, with the remaining amount to be paid according to the percentages listed under "currency" below.

Proceeds from the sale of real, personal, tangible, or intangible property subject to the agreement shall be apportioned within thirty (30) days of said sale.

*Currency*- disbursed and divided as follows, after the payment of court costs:

| Amount | Constable Precinct 1 | District Attorney's Office |
|---|---|---|
| Over $50,000 | 70% | 30% |
| Less than $50,000 | 60% | 40% |

Jewelry will be sold and its proceeds divided 60% to Constable Precinct 1 and 40% to the District Attorney.

**Constable Precinct 1 Procedures**

The Constable Precinct 1 Office developed and implemented formal policies and procedures for the seizure and forfeiture of currency and property during the period in review. Seized funds are counted and confirmed by the seizing deputy and a credible witness; however, pre-numbered official receipts are not used to document the count. In addition, funds are placed in the Constable Precinct 1 vault until deposited. A copy of the bank receipt must be submitted to the District Attorney's Office along with the Asset Forfeiture Intake Sheet.

Deputy Constables are required to call Rod Robertson Enterprise, Inc. to tow and store vehicles and/or property pending forfeiture proceedings. Before releasing vehicle(s) and or property to Rod Robertson Enterprise, Inc., Deputy Constables conduct a full inspection and inventory of the seized vehicle(s) and/or property. Deputy Constables are required to include photographs with seizure documents.

The following documents must be turned in to the District Attorney's Office before the 30th day after the date of the offense:

- Asset Forfeiture intake sheet
- Officer Sworn Affidavit
- Vehicle Registration Form
- Preliminary Offense Report
- Detailed Report
- Complete Wrecker Inventory Form
- Intake Sheet Receipt

A log of all seized property will be kept by the Hidalgo County Constable Precinct 1. The log will indicate the status of the property, location and condition.

**Agreement for Auctioneer Services**

On April 24, 2012, the Hidalgo County Commissioners Court entered into a contract with Rod Robertson Enterprise, Inc. for the provision of auctioneer and storage services. On April 30, 2013 and April 22, 2014, the Hidalgo County Commissioners Court approved one year extensions. The contract stipulates that with respect to any property seized by any law enforcement agency of Hidalgo County, the auctioneer agrees to store such property for Hidalgo County for the period prior to any sale being conducted.

On April 28, 2015, the Hidalgo County Commissioners Court entered into a new contract with Rod Robertson Enterprise, Inc. for the provision of auctioneer and storage services. The contract was effective from May 3, 2015 to May 2, 2016.

**Scope and Methodology:**

The scope of our audit was limited to a review of all seized currency and personal property for which an agent's affidavit was made available to the County Auditor's Office for review and all forfeited currency and personal property for which a final judgment was rendered and recorded in *Odyssey*, the County's justice information system, for the period of January 1, 2015 through December 31, 2015.

Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvements could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

In planning and performing our review, we reviewed applicable statutes, policies and procedures, and applicable local agreements. The following procedures were performed:

1. Compared Chapter 59 revenue and expenditure reports generated from *alio*, the County's financial accounting system, and the "Purchasing Department/Fixed Asset Division Auction Report" to Constable Precinct 1's Chapter 59 Asset Forfeiture Report to determine if all revenues and expenditures were reported;

2. Generated "Cases filed" and "Cases disposed" index reports for the period of January 1, 2015 to December 31, 2015 from *Odyssey* to determine if all seized, forfeited, and property returned to respondents was reported on Constable Precinct 1's Chapter 59 Asset Forfeiture Report;
3. Reviewed expenditures from the Constable Precinct 1 Chapter 59 Fund to determine if expenditures were incurred for law enforcement purposes pursuant to CCP §59.06 (c);
4. Selected 6 vehicles, 1 camper, 2 folding tables, 5 plastic tables, 3 lamps, 24 brown chairs, 5 folding chairs, 7 ice chests, and various sizes of lumber held at Rod Robertson Enterprise, Inc. (including property seized and forfeited from prior years) as of the year ended December 31, 2015 for identification.
5. Reviewed revenue reports generated from *alio* and the "Purchasing Department/Fixed Asset Division Auction Report" to determine if auction proceeds were disbursed to Constable Precinct 1 and apportioned within 30 days of said sale pursuant to the local agreement in place.
6. Verified on *Odyssey* if court costs were paid to the District Clerk for cases that generated auction proceeds greater than $ 2,500.00.
7. Requested to review the policies and procedures in place to determine if the Constable Precinct 1 Office had implemented formal procedures for the proper accounting and reporting of seizures and forfeitures. In addition, inquired whether seizures were promptly recorded and controlled by using pre-numbered official receipt forms.

**Conclusion:**

Based on the results of our audit, we have determined that generally Chapter 59 seizures, forfeitures, receipts, and expenditures were properly accounted and reported; however, improvements could be made to the system of internal controls for the accounting and reporting of Chapter 59 seizures, forfeitures, receipts, and expenditures. More specifically, the following was noted:

1. All Chapter 59 revenues ($2,688.00) recorded in *alio* and the "Purchasing Department/Fixed Asset Division Auction Report" were reported on the Chapter 59 Asset Forfeiture Report. According to *alio*, Constable Precinct 1 did not incur expenditures during the period of review.
2. A review of the "Cases filed" and "Cases disposed" index reports generated from *Odyssey* for the period of review revealed that there were $1,260.00 seized, 4 vehicles seized, 1 vehicle forfeited, and no property was returned to respondents. All items were properly reported on the Chapter 59 Asset Forfeiture Report.
3. There were no expenditures during the reporting year ended in December 31, 2015.
4. Of the items selected for physical identification:
   - 5 vehicles, 1 camper, 21 brown chairs, 3 lamps, 2 folding tables, 4 folding chairs, 5 plastic tables and various sizes of lumber were physically located at Rod Robertson Enterprise, Inc.
   - 1 vehicle and 3 ice chests were physically located at the Constable Precinct 1 Office.
   - 4 ice chests, 1 folding chair, and 3 brown chairs were not physically located. According to Constable Precinct 1 staff, the items were left at Apollo Towing in prior years; however, a police report will be filed since the items cannot be located.
5. Auction proceeds totaling $2,688.00 were generated from the sale of 6 vehicles forfeited to Constable Precinct 1 (1 vehicle forfeited during the period in review and 5 vehicles forfeited in prior years). Auctions held in March and August were apportioned as follows:
   - Proceeds for the March auction were receipted by the Treasurer's Office within 30 days of said sale and were apportioned pursuant to the local agreement.
   - Proceeds for the August auction were receipted by the Treasurer's Office within 30 days of said sale; however, the proceeds were not apportioned pursuant to the local agreement (50% to Constable Precinct 1 and 50% to the District Attorney). Instead, 100% of the auction proceeds were apportioned to Constable Precinct 1.
6. Court costs were not paid to the District Clerk for 1 case in which a forfeited vehicle generated auction proceeds greater than $ 2,500.00 as required by CCP §59.05 (f).
7. Formal policies and procedures have been developed and implemented by the Constable Precinct 1 Office regarding Chapter 59 seizures and forfeitures; however, the policies and procedures do not include procedures for receipts and expenditures. In addition, pre-numbered official receipt forms were not utilized to record and control seizures.

**Recommendation:**

In our opinion, the issues identified during our review could be addressed by developing and implementing formal policies and procedures for the proper accounting and reporting of Chapter 59 seizures, forfeitures, receipts, and expenditures. At a minimum, procedures should require Constable Precinct 1 Office to:

1. Ensure that the Constable Precinct 1 Office utilizes the County's contracted vendor Rod Robertson Enterprise, Inc. for auctioneer and storage services. In addition, a police report should be obtained for the items not located.
2. Coordinate with Purchasing Department to ensure that the proceeds from the sale of assets are apportioned pursuant to the local agreement.
3. Ensure that court costs are paid to the District Clerk for personal property cases that generate auction proceeds greater than $ 2,500.00.
4. Ensure that seizures are recorded and controlled by using pre-numbered forms. The forms should require the signature of the agent counting and witness verifying the seizure. In addition, the respondent's signature, if possible, should be obtained and documented on the receipt form.

Please provide a management response to finding 4 through 7 noted in the conclusion section and the recommendations noted above by June 17, 2016. Your prompt response will be greatly appreciated.

If you have any questions or would like to schedule a meeting to discuss the above noted recommendations, please call Vivian Garza, Internal Auditor I, at 318-2511 ext. 4654, Letty Chavez, Compliance Audit Supervisor, at ext.4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4644, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: The Honorable Ramon Garcia, County Judge
The Honorable Arturo C. Cuellar, Commissioner Precinct 1
The Honorable Eduardo Cantu, Commissioner Precinct 2
The Honorable Jose M. Flores, Commissioner Precinct 3
The Honorable Joseph Palacios, Commissioner Precinct 4
The Honorable Ricardo Rodriguez, Jr., Hidalgo County Criminal District Attorney
The Honorable Laura Hinojosa, Hidalgo County District Clerk
Mr. Valde Guerra, County Executive Officer
Mr. Kent Richardson, Assistant Attorney General

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

June 6, 2016

The Honorable Martin Cantu
Hidalgo County Constable, Precinct 2
300 W. Hall Acres
Pharr, TX 78577

Re: Audit of the Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency
For the Year Ended December 31, 2015
Audit No. 2016-06

Dear Constable Cantu:

We have completed an audit of the Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency for the year ended December 31, 2015 pursuant to Code of Criminal Procedure §59.06 (g)(1), Local Government Code §115.001, Local Government Code §115.0035, and our annual audit plan. The objective of our audit was to determine if Chapter 59 seizures, forfeitures, receipts, and expenditures were properly accounted and reported.

**Background:**
Code of Criminal Procedure (CCP) Chapter 59 "Forfeiture of Contraband" provides the Constable Precinct 2 with the authority to confiscate, forfeit, and dispose of contraband. Chapter 59 defines "contraband" as property of any nature (including real, personal, tangible, or intangible property) that is used or intended for use in the commission of certain enumerated felonies, Class A and Class B misdemeanors, or gained, acquired, and/or used to facilitate the commission of certain enumerated felonies and misdemeanors.

Local Government Code (LGC) §115.0035(b) provides that "at least once each county fiscal year, or more often if the county auditor desires, the auditor shall, without advance notice, fully examine the accounts of all precinct, county and district officials." LGC §115.0035(a) defines "accounts" as all public funds that are subject to the control of any precinct, county or district official, including the accounts of law enforcement agencies and the attorney for the state composed of money and proceeds of property seized.

For the year ended December 31, 2015, Constable Precinct 2 did not have any cash seizures; however, 4 motor vehicles were seized. In addition, no cash was forfeited; however, 6 motor vehicles were forfeited to the Constable Precinct 2 Office and 1 vehicle was returned to a respondent.

Pursuant to CCP §59.03 (c), a peace officer having custody of property must provide to the District Attorney a sworn statement that contains a schedule of the property seized, an acknowledgment that the officer has seized the property, and a list of the officer's reasons for the seizure. In addition, "not later than 72 hours after the seizure, the peace officer shall: (1) place the property under seal; (2) remove the property to a place ordered by the court; or (3) require a law enforcement agency of the state or a political subdivision to take custody of the property and move it to a proper location."

Pursuant to CCP §59.04 (a) & (b), the District Attorney must commence forfeiture proceedings by filing a notice of the seizure and intended forfeiture (petition) with the District Clerk's Office not later than the 30th day after the date of the seizure.

Pursuant to CCP §59.05 (b) & (e), forfeiture proceedings are conducted in accordance with rules and principles governing civil cases. If the court finds that the state has proven by a preponderance of the evidence that all or part of

the seized property is subject to forfeiture, the judge shall forfeit the property to the state. Pursuant to CCP § 59.06 (f), a final judgment of forfeiture perfects the state's title to the forfeited property.

Pursuant to CCP §59.05 (f), the District Clerk is entitled to court costs in forfeitures to the state of an amount greater than $2,500 as in other civil proceedings.

Pursuant to CCP §59.06 (a), all forfeited property is administered by the District Attorney, acting as the agent of the state, in accordance with accepted accounting practices and with the provisions of any local agreement entered into between the District Attorney and law enforcement agencies (LEAs). If a local agreement has not been executed, the property shall be sold on the 75th day after the date of the final judgment of forfeiture at public auction under the direction of the county sheriff. Proceeds of the sale must be distributed in accordance with CCP §59.06.

Pursuant to CCP §59.06 (b), if a local agreement exists between the District Attorney and the LEA, the District Attorney may transfer the property to the LEA. Furthermore, CCP §59.06 (c) states, if a local agreement exists between the District Attorney and the LEA, all money, securities, negotiable instruments, stocks or bonds, or things of value, or proceeds from the sale of those items shall be deposited, after the deduction of court costs which the District Clerk is entitled, into one or more of the following funds: (1) a special fund in the county treasury for the benefit of the District Attorney's Office, to be used by the District Attorney solely for the official purposes of his office; or (2) a special fund in the county treasury if distributed to a county LEA, to be used solely for law enforcement purposes, such as salaries and overtime pay for officers, officer training, specialized investigative equipment and supplies, and items used by officers in direct law enforcement duties.

CCP §59.06 (d) states that awarded proceeds may be spent by a law enforcement agency after a detailed budget has been submitted to commissioners court. The Constable Precinct 2 Office did not have a budget for the year ended December 31, 2015 and did not incur expenditures.

Pursuant to CCP §59.06 (d-3), an expenditure of proceeds received under this chapter is considered to be for a law enforcement purpose if the expenditure is made for an activity of a law enforcement agency that relates to the criminal and civil enforcement of the laws of the State, including an expenditure made for: (1) equipment, including vehicles, computers, firearms, protective body armor, furniture, software, uniforms, and maintenance equipment; (2) supplies, including office supplies, mobile phone and data account fees for employees, and internet services; (3) investigative and training-related travel expenses, including payment for hotel rooms, airfare, meals, rental of and fuel for a motor vehicle, and parking; (4) conferences and training expenses, including fees and materials; (5) investigative costs, including payments to informants and lab expenses; (6) crime prevention and treatment programs; (7) facility costs, including building purchases, lease payments, remodeling and renovating, maintenance, and utilities; (8) witness-related costs, including travel and security; and (9) audit costs and fees, including audit preparation and professional fees.

**Local Agreement Between District Attorney's Office and Constable Precinct 2**

On November 16, 2010, the Hidalgo County District Attorney and Constable Precinct 2 entered into a local agreement pursuant to CCP §59.06 (b). According to the local agreement, Constable Precinct 2 is responsible for paying all court costs, attorney ad-litem fees, depositions, title searches, title policies, confidential informants, and all costs related to forfeitures of real estate and personal property.

*Personal Property (Vehicles, jewelry, phones, etc...)* - If forfeited vehicles are not used for law enforcement purposes, the vehicles are to be sold and the proceeds are to be disbursed 50% to Constable Precinct 2 and 50% to the District Attorney's Office. Constable Precinct 2 has all interest in forfeited vehicles that are to be used for law enforcement purposes. Constable Precinct 2 is responsible for the use and upkeep of the vehicles and obtaining a certificate of title.

All property seized, except for currency, bank accounts, negotiable instruments, and jewelry shall be kept in the possession of the Constable Precinct 2. Currency, bank accounts, negotiable instruments and jewelry shall be held and maintained by the District Attorney until a final disposition is ordered. All other personal property not suitable or desired for use shall be forfeited to the District Attorney and sold at public auction. The proceeds after deductions of sale expenses shall be disbursed 50% to the Constable Precinct 2 and 50% to the District Attorney's Office.

*Real Estate*- Upon the sale of real estate, all costs are to be paid from the final sum received, with the remaining amount to be paid according to the percentages listed under "currency" below.

*Currency*- disbursed and divided as follows, after the payment of court costs:

| Amount | Constable Precinct 2 | District Attorney's Office |
|---|---|---|
| Over $100,000 | 65% | 35% |
| Over $50,000 to $100,00 | 60% | 40% |
| $50,000 and less | 50% | 50% |

All interest accumulated from any forfeited contraband shall be paid to the District Attorney.

On June 30, 2015, the Hidalgo County District Attorney and the Constable Precinct 2 entered into a new local agreement pursuant to CCP §59.06 (b). According to the agreement, Constable Precinct 2 agrees to pay all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs in the forfeiture of vehicles and all other personal property.

*Personal Property (Vehicles, laptops, computers, cell phones, weapons, etc...)* - If personal property, including vehicles retained by the Law Enforcement Agency are to be sold, net proceeds from the sale of said property, after deduction of costs above described , is to be divided 75% to Constable Precinct 2 and 25% to the District Attorney.

If personal property, including vehicles that are retained by Constable Precinct 2 for law enforcement purposes are at any time decommissioned and then sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided 75% to Constable Precinct 2 and 25% to the District Attorney.

All property seized, except for currency, bank accounts, negotiable instruments, and jewelry, shall be kept in the possession of the Constable Precinct 2. Constable Precinct 2 shall account for all seized property in their possession until the property is disposed of by court order.

All other personal property, not suitable or desired for use, shall be forfeited to the District Attorney and sold at public auction. The net proceeds of said sale of said property, after deductions of sale expenses, shall be divided 60% to the Constable Precinct 2 and 40% to the District Attorney.

*Real Estate*- Upon the sale of real estate, all costs are to be paid from the final sum received, with the remaining amount to be paid according to the percentages listed under "currency" below.

Proceeds from the sale of real, personal, tangible, or intangible property subject to the agreement shall be apportioned within thirty (30) days of said sale.

*Currency*- disbursed and divided as follows, after the payment of court costs:

| Amount | Constable Precinct 2 | District Attorney's Office |
|---|---|---|
| Over $50,000 | 70% | 30% |
| Less than $50,000 | 60% | 40% |

Jewelry will be sold and its proceeds divided 60% to Constable Precinct 2 and 40% to the District Attorney.

**Constable Precinct 2 Procedures**

Hidalgo County Constable Precinct 2's policy for Civil Asset forfeitures allows the officers to utilize the fullest extent of the forfeiture provisions available by state and federal drug laws. State and federal laws provide officers with authority to initiate proceedings to legally seize any and all property that criminals use for or derive from criminal activity. If an officer has probable cause to believe that property defined in the policy is subject to forfeiture, the officer may proceed with forfeiture proceedings.

Any deputy seeking to initiate a seizure and forfeiture of vehicles, properties, and/or monies will forward all required documents to the designated Supervisor, Chief Deputy, or Constable for review and approval. Once approved, the Deputy will submit the file to the District Attorney's Office Civil Forfeiture Division, while maintaining a custodial file. The Deputy will serve as the Constable's Office liaison to the District Attorney's Office Civil Forfeiture Division to ensure the Constable's Office adheres to all Texas Forfeiture Laws. Deputies are responsible for determining if the item(s) was used in the commission of a drug-related or other qualifying felony and subject to seizure.

When cash and/or property is seized, the deputy is required to generate a synopsis report describing the circumstances of the seizure. The synopsis report must include any or all of the following documents: an asset forfeiture cover sheet, offense report, affidavits, search warrants, vehicle impoundment sheet (if applicable), vehicle registration information with lien enhancement (if applicable), arrest probable cause affidavit (if arrest was made), bank deposit slip (if applicable), seizure affidavit, criminal histories on all parties claiming interest in the items seized, motor pool mechanic review sheet (if applicable), vehicle estimate value utilizing NADA or Kelley Blue Book (if applicable), and picture of the seized property. If the seized property is a vehicle, photographs of all four sides of the vehicle depicting the license plates, VIN, odometer mileage, interior, any damage and special equipment must also be placed in the file.

The deputy handling the seizure is required to obtain the VIN of the vehicle. The vehicle is driven by deputy/investigator or towed by the wrecker service to the vehicle storage facility. The inventory section of a vehicle/property receipt shall be completed and all personal property removed. Any personal property not being held for evidence needs to be returned to the owner. The seizing or assisting officer will meet the wrecker driver at the vehicle storage facility, where the vehicle will be placed in storage. The seizing officer will secure the keys and turn them in as evidence.

The Purchasing Department is responsible for conducting the sale of assets. The Purchasing Department receives the proceeds from the sale of assets from Rod Robertson Auto Auctions and prepares a "Purchasing Department/Fixed Asset Division Auction Report" that details the manner in which the auction proceeds will be distributed. The proceeds are then deposited with the Hidalgo County Treasurer.

**Agreement for Auctioneer Services**

On April 24, 2012, the Hidalgo County Commissioners Court entered into a contract with Rod Robertson Enterprise, Inc. for the provision of auctioneer and storage services. On April 30, 2013 and April 22, 2014, the Hidalgo County Commissioners Court approved one year extensions.

On April 28, 2015, the Hidalgo County Commissioners Court entered into a new contract with Rod Robertson Enterprise, Inc. for the provision of auctioneer and storage services. The contract was effective from May 3, 2015 to May 2, 2016.

**Scope and Methodology:**

The scope of our audit was limited to a review of all seized currency and property for which an agent's affidavit was made available to the County Auditor's Office for review and all forfeited currency and property for which a final judgment was rendered and recorded on *Odyssey*, the County's justice information system, during the period of January 1, 2015 through December 31, 2015.

Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvements could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

In planning and performing our review, we reviewed applicable statutes, policies and procedures, and the applicable interlocal agreements. The following procedures were performed:

1. Compared Chapter 59 revenue and expenditure reports generated from *alio*, the County's financial accounting system, and the "Purchasing Department/Fixed Asset Division Auction Report" to Constable Precinct 2's Chapter 59 Asset Forfeiture Report to determine if all revenues and expenditures were reported;
2. Generated "Cases filed" and "Cases disposed" index reports for the period of January 1, 2015 to December 31, 2015 from *Odyssey* to determine if all seized, forfeited, and property returned to respondents was reported on Constable Precinct 2's Chapter 59 Asset Forfeiture Report;
3. Reviewed expenditures from the Constable Precinct 2 Chapter 59 Fund to determine if expenditures were incurred for law enforcement purposes pursuant to CCP §59.06 (c);

4. Selected 4 Chapter 59 vehicles held at Rod Robertson (including those vehicles seized and forfeited from prior years) as of the year ended December 31, 2015 for physical identification.
5. Verified on *Odyssey* if court costs were paid to the District Clerk for the personal property cases that generated auction proceeds greater than $ 2,500.00.
6. Reviewed revenue reports generated from *alio* and the "Purchasing Department/Fixed Asset Division Auction Report" to determine if auction proceeds were disbursed to Constable Precinct 2 and the District Attorney Office and apportioned within 30 days of said sale pursuant to the local agreement in place.
7. Requested to review written policies and procedures in place to determine if the Constable Precinct 2 Office had implemented formal procedures for the proper accounting and reporting of seizures and forfeitures. In addition, inquired whether seizures were promptly recorded and controlled by using pre-numbered official receipt forms.

**Conclusion:**

Based on the results of our audit, we have determined that generally Chapter 59 seizures, forfeitures, receipts, and expenditures were properly accounted and reported; however, improvements could be made to the system of internal controls for the accounting and reporting of Chapter 59 seizures and sale proceeds. More specifically, the following was noted:

1. All Chapter 59 revenues ($4,750.00) recorded in *alio* and the "Purchasing Department/Fixed Asset Division Auction Report" were reported on the Chapter 59 Asset Forfeiture Report. According to *alio*, Constable Precinct 2 did not incur expenditures during the period of review.
2. A review of the "Cases filed" and "Cases disposed" index reports generated from *Odyssey* for the period of review revealed that there were 4 vehicles seized, 6 vehicles forfeited, and 1 vehicle returned to a respondent. All items were properly reported on the Chapter 59 Asset Forfeiture Report.
3. There were no expenditures during the year ended December 31, 2015.
4. Of the items selected for physical identification:
   - 2 Vehicles were physically located at Rod Robertson Enterprise, Inc.
   - 2 Vehicles were returned to respondent.
     - 1 vehicle was returned due to a non-suit.
     - 1 vehicle was returned to the respondent/lien holder. According to staff, a lien was located on the vehicle after the vehicle had been awarded to Constable Precinct 2. Constable Precinct 2 would have been required to pay the remaining balance on the lien; therefore, the vehicle was returned to the respondent/lien holder.
5. There were no cases that generated auction proceeds greater than $ 2,500.00; therefore, court costs were not paid to the District Clerk.
6. Auction proceeds totaling $4,750.00 were generated from the sale of 7 vehicles forfeited to Constable Precinct 2 (4 forfeited during the period of review and 3 vehicles forfeited in prior years). Auctions held in March, August, and December were apportioned as follows:
   - Proceeds for the March auction were receipted by the County Treasurer's Office within 30 days of said sale and were apportioned pursuant to the local agreement.
   - Proceeds for the August and December auction were receipted by the County Treasurer's Office within 30 days of said sale; however, the proceeds were not apportioned pursuant to the local agreement (75% to Constable Precinct 2 and 25% to the District Attorney). Instead, 100% of the auction proceeds were apportioned to Constable Precinct 2.
7. Formal policies and procedures have been developed and implemented by the Constable Precinct 2 Office regarding Chapter 59 seizures, forfeitures, receipts, and expenditures; however, pre-numbered official receipt forms were not utilized to record and control seizures.

**Recommendation:**

In our opinion, the issues identified during our review could be addressed by developing and implementing formal policies and procedures for the proper accounting and reporting of Chapter 59 seizures, forfeitures, receipts, and expenditures. At a minimum, procedures should require the Constable Precinct 2 Office to:

1. Coordinate with Purchasing Department to ensure that the proceeds from the sale of assets are apportioned in accordance with interlocal agreement within 30 days of sale.
2. Ensure that seizures are recorded and controlled by using pre-numbered forms. The forms should require the signature of the agent counting and witness verifying the seizure. In addition, the respondent's signature, if possible, should be obtained and documented on the receipt form.

Please provide a management response to findings 6 and 7 and the recommendations noted above by June 17, 2016. Your prompt response will be greatly appreciated.

If you have any questions or would like to schedule a meeting to discuss the above noted recommendations, please call Vivian Garza, Internal Auditor I, at 318-2511 ext. 4654, Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext.4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4644, Linda Fong, First Assistant Auditor, at ext. 4668 or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: The Honorable Ramon Garcia, County Judge
The Honorable Arturo C. Cuellar, Commissioner Precinct 1
The Honorable Eduardo Cantu, Commissioner Precinct 2
The Honorable Jose M. Flores, Commissioner Precinct 3
The Honorable Joseph Palacios, Commissioner Precinct 4
Mr. Valde Guerra, County Executive Officer
Mr. Kent Richardson, Assistant Attorney General

COUNTY of HIDALGO
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EDINBURG, TEXAS 78539

June 6, 2016

The Honorable Lazaro Gallardo, Jr.
Hidalgo County Constable, Precinct 3
730 N. Breyfogle Ste. B
Mission, TX 78573

Re: Audit of the Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency
For the Year Ended December 31, 2015
Audit No. 2016-07

Dear Constable Gallardo:

We have completed an audit of the Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency for the Year Ended December 31, 2015 pursuant to Code of Criminal Procedure §59.06 (g)(1), Local Government Code §115.001, Local Government Code §115.0035, and our annual audit plan. The objective of the audit was to determine if Chapter 59 seizures, forfeitures, receipts, and expenditures were properly accounted and reported.

**Background:**
Code of Criminal Procedure (CCP) Chapter 59 "Forfeiture of Contraband" provides the Constable Precinct 3 with the authority to confiscate, forfeit, and dispose of contraband. Chapter 59 defines "contraband" as property of any nature (including real, personal, tangible, or intangible property) that is used or intended for use in the commission of certain enumerated felonies, Class A and Class B misdemeanors, or gained, acquired, and/or used to facilitate the commission of certain enumerated felonies and misdemeanors.

Local Government Code (LGC) §115.0035(b) provides that "at least once each county fiscal year, or more often if the county auditor desires, the auditor shall, without advance notice, fully examine the accounts of all precinct, county and district officials." LGC §115.0035(a) defines "accounts" as all public funds that are subject to the control of any precinct, county or district official, including the accounts of law enforcement agencies and the attorney for the state composed of money and proceeds of property seized.

For the year ended December 31, 2015, Constable Precinct 3 did not have any cash seizures; however, 1 motor vehicle was seized. In addition, no cash was forfeited; however, 3 vehicles were forfeited to the Constable Precinct 3 Office. Furthermore, no property was returned to respondents.

Pursuant to CCP §59.03 (c), a peace officer having custody of property must provide to the District Attorney a sworn statement that contains a schedule of the property seized, an acknowledgment that the officer has seized the property, and a list of the officer's reasons for the seizure. In addition, "not later than 72 hours after the seizure, the peace officer shall: (1) place the property under seal; (2) remove the property to a place ordered by the court; or (3) require a law enforcement agency of the state or a political subdivision to take custody of the property and move it to a proper location."

Pursuant to CCP §59.04 (a) & (b), the District Attorney must commence forfeiture proceedings by filing a notice of the seizure and intended forfeiture (petition) with the District Clerk's Office not later than the 30th day after the date of the seizure.

Pursuant to CCP §59.05 (b) & (e), forfeiture proceedings are conducted in accordance with rules and principles governing civil cases. If the court finds that the state has proven by a preponderance of the evidence that all or part of the seized property is subject to forfeiture, the judge shall forfeit the property to the state. Pursuant to CCP §59.06 (f), a final judgment of forfeiture perfects the state's title to the forfeited property.

Pursuant to CCP §59.05 (f), the District Clerk is entitled to court costs in forfeitures to the state of an amount greater than $2,500 as in other civil proceedings.

Pursuant to CCP §59.06 (a), all forfeited property is administered by the District Attorney, acting as the agent of the state, in accordance with accepted accounting practices and with the provisions of any local agreement entered into between the District Attorney and law enforcement agencies (LEAs). If a local agreement has not been executed, the property shall be sold on the 75th day after the date of the final judgment of forfeiture at public auction under the direction of the county sheriff. Proceeds of the sale must be distributed in accordance with CCP §59.06.

Pursuant to CCP §59.06 (b), if a local agreement exists between the District Attorney and the LEA, the District Attorney may transfer the property to the LEA. Furthermore, CCP §59.06 (c) states, if a local agreement exists between the District Attorney and the LEA, all money, securities, negotiable instruments, stocks or bonds, or things of value, or proceeds from the sale of those items shall be deposited, after the deduction of court costs which the District Clerk is entitled, into one or more of the following funds: (1) a special fund in the county treasury for the benefit of the District Attorney's Office, to be used by the District Attorney solely for the official purposes of his office; or (2) a special fund in the county treasury if distributed to a county LEA, to be used solely for law enforcement purposes, such as salaries and overtime pay for officers, officer training, specialized investigative equipment and supplies, and items used by officers in direct law enforcement duties.

CCP §59.06 (d) states that awarded proceeds may be spent by a law enforcement agency after a detailed budget has been submitted to commissioners court. The Constable Precinct 3 Office budget for the year ended December 31, 2015 was $2,203.76 and expenditures totaled $1,631.68.

Pursuant to CCP §59.06 (d-3), an expenditure of proceeds received under this chapter is considered to be for a law enforcement purpose if the expenditure is made for an activity of a law enforcement agency that relates to the criminal and civil enforcement of the laws of the State, including an expenditure made for: (1) equipment, including vehicles, computers, firearms, protective body armor, furniture, software, uniforms, and maintenance equipment; (2) supplies, including office supplies, mobile phone and data account fees for employees, and internet services; (3) investigative and training-related travel expenses, including payment for hotel rooms, airfare, meals, rental of and fuel for a motor vehicle, and parking; (4) conferences and training expenses, including fees and materials; (5) investigative costs, including payments to informants and lab expenses; (6) crime prevention and treatment programs; (7) facility costs, including building purchases, lease payments, remodeling and renovating, maintenance, and utilities; (8) witness-related costs, including travel and security; and (9) audit costs and fees, including audit preparation and professional fees.

**Local Agreement Between District Attorney's Office and Constable Precinct 3**

On November 15, 2012, the Hidalgo County District Attorney and Constable Precinct 3 entered into a local agreement pursuant to CCP §59.06 (b). According to the local agreement, Constable Precinct 3 is responsible for paying all court costs, attorney ad-litem fees, depositions, title searches, title policies, confidential informants, and all costs related to forfeitures of real estate and personal property.

*Personal Property (Vehicles, jewelry, phones, etc...)* - If forfeited vehicles are not used for law enforcement purposes, the vehicles are to be sold and the proceeds are to be disbursed 50% to Constable Precinct 3 and 50% to the District Attorney's Office. Constable Precinct 3 has all interest in forfeited vehicles that are to be used for law enforcement purposes. Constable Precinct 3 is responsible for the use and upkeep of the vehicles and obtaining a certificate of title.

All property seized, except for currency, bank accounts, negotiable instruments, and jewelry shall be kept in the possession of the Constable Precinct 3. Currency, bank accounts, negotiable instruments and jewelry shall be held and maintained by the District Attorney until a final disposition is ordered. All other personal property not suitable or desired for use shall be forfeited to the District Attorney and sold at public auction. The proceeds after deductions of sale expenses shall be disbursed 50% to the Constable Precinct 3 and 50% to the District Attorney's Office.

*Real Estate*- Upon the sale of real estate, all costs are to be paid from the final sum received, with the remaining amount to be paid according to the percentages listed under "currency" below.

*Currency*- disbursed and divided as follows, after the payment of court costs:

| Amount | Constable Precinct 3 | District Attorney's Office |
|---|---|---|
| Over $100,000 | 65% | 35% |
| Over $50,000 to $100,00 | 60% | 40% |
| $50,000 and less | 50% | 50% |

All interest accumulated from any forfeited contraband shall be paid to the District Attorney.

On June 2, 2015, the Hidalgo County District Attorney and the Constable Precinct 3 entered into a new local agreement pursuant to CCP §59.06 (b). According to the local agreement, Constable Precinct 3 is responsible for paying all court costs, attorney ad-litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs in the forfeiture of real estate, currency, banking accounts and negotiable instruments.

*Personal Property (Vehicles, laptops, computers, cell phones, weapons, etc...)*- If personal property, including vehicles retained by Constable Precinct 3 are to be sold, net proceeds from the sale of said property, after deduction of costs, is to be divided 75% to Constable Precinct 3 and 25% to the District Attorney.

If personal property, including vehicles that are retained by Constable Precinct 3 for law enforcement purposes are at any time decommissioned and then sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided as follows: 75% to Constable Precinct 3 and 25% to the State's Attorney.

All property seized, except for currency, bank accounts, negotiable instruments, and jewelry, shall be kept in the possession of the Constable Precinct 3. Constable Precinct 3 shall account for all seized property in their possession until the property is disposed of by court order.

All other personal property, not suitable or desired for use, shall be forfeited to the District Attorney and sold at public auction. The net proceeds of said sale of said property, after deductions of sale expenses, shall be divided 60% to the Constable Precinct 3 and 40% to the District Attorney.

*Real Estate*- Upon the sale of real estate, all costs are to be paid from the final sum received, with the remaining amount to be paid according to the percentages listed under "currency" below.

Proceeds from the sale of real, personal, tangible, or intangible property subject to the agreement shall be apportioned within thirty (30) days of said sale.

*Currency*- disbursed and divided as follows, after the payment of court costs:

| Amount | Constable Precinct 3 | District Attorney's Office |
|---|---|---|
| Over $50,000.00 | 70% | 30% |
| Less than $50,000.00 | 60% | 40% |

Jewelry will be sold and its proceeds divided 60% to Constable Precinct 3 and 40% to the District Attorney.

**Constable Precinct 3 Procedures**
The Constable Precinct 3 Office has not implemented formal procedures for the seizure and forfeiture of currency and property.

**Agreement for Auctioneer Services**
On April 24, 2012, the Hidalgo County Commissioners Court entered into a contract with Rod Robertson Enterprise, Inc. for the provision of auctioneer and storage services. On April 30, 2013 and April 22, 2014, the Hidalgo County Commissioners Court approved one year extensions. The contract stipulates that with respect to any property seized by any law enforcement Agency of Hidalgo County, the auctioneer agrees to store such property for Hidalgo County for the period prior to any sale being conducted.

On April 28, 2015, the Hidalgo County Commissioners Court entered into a new contract with Rod Robertson Enterprise, Inc. for the provision of auctioneer and storage services. The contract was effective from May 3, 2015 to May 2, 2016.

**Scope and Methodology:**
The scope of our audit was limited to a review of all seized currency and personal property for which an agent's affidavit was made available to the County Auditor's Office for review and all forfeited currency and personal property for which a final judgment was rendered and recorded in *Odyssey*, the County's justice information system, for the period of January 1, 2015 through December 31, 2015.

Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvements could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

In planning and performing our review, we reviewed applicable statutes, policies and procedures, and applicable local agreements. The following procedures were performed:

1. Compared Chapter 59 revenue and expenditure reports generated from *alio,* the County's financial accounting system, and the "Purchasing Department/Fixed Asset Division Auction Report" to Constable Precinct 3's Chapter 59 Asset Forfeiture Report to determine if all revenues and expenditures were reported;
2. Generated "Cases filed" and "Cases disposed" index reports for the period of January 1, 2015 to December 31, 2015 from *Odyssey* to determine if all seized, forfeited, and property returned to respondents was reported on Constable Precinct 3's Chapter 59 Asset Forfeiture Report;
3. Reviewed expenditures from the Constable Precinct 3 Chapter 59 Fund to determine if expenses were for law enforcement purposes pursuant to CCP §59.06 (c);
4. Selected 2 Chapter 59 vehicles held at Rod Robertson (including one vehicle seized and forfeited from prior years) as of the year ended December 31, 2015 for physical identification.
5. Reviewed revenue reports generated from *alio* and the "Purchasing Department/Fixed Asset Division Auction Report" to determine if auction proceeds were disbursed to Constable Precinct 3 and apportioned within 30 days of said sale pursuant to the local agreement in place.
6. Verified on *Odyssey* if court costs were paid to the District Clerk for the personal property cases that generated auction proceeds greater than $2,500.00.
7. Requested to review written policies and procedures in place to determine if the Constable Precinct 3 Office has implemented formal procedures for the proper accounting and reporting of seizures and forfeitures.
   In addition, inquired whether seizures were promptly recorded and controlled by using pre-numbered official receipt forms.

**Conclusion:**
Based on the results of our audit, we have determined that generally Chapter 59 seizures, forfeitures, receipts, and expenditures were properly accounted and reported; however, improvements could be made to the system of internal controls for the accounting and reporting of Chapter 59 seizures, forfeitures, receipts, and expenditures. More specifically, the following was noted:

1. All Chapter 59 revenues ($15,857.95) and expenditures ($1,631.68) recorded in *alio* and the "Purchasing Department/Fixed Asset Division Auction Report" were properly reported on the Chapter 59 Asset Forfeiture Report.
2. A review of the "Cases filed" and "Cases disposed" index reports generated from *Odyssey* for the period of review revealed that there was 1 vehicle seized, 3 vehicles forfeited, and no property was returned to respondents. All items were properly reported on the Chapter 59 Asset Forfeiture Report.
3. All expenditures from Constable Precinct 3 Chapter 59 Forfeiture Fund were incurred for law enforcement purposes pursuant to CCP §59.06 (c).
4. 2 vehicles seized and/or forfeited were physically located at Rod Robertson Enterprise, Inc.
5. Auction proceeds totaling $14,925.00 were generated from the sale of 13 vehicles forfeited to Constable Precinct 3 (1 vehicle forfeited during the period of review and 12 vehicles forfeited in prior years). The proceeds for the August auction were receipted by the County Treasurer's Office within 30 days of said sale; however, the proceeds were not apportioned pursuant to the local agreement (75% to Constable

Precinct 3 and 25% to the District Attorney). Instead, 100% of the auction proceeds were apportioned to Constable Precinct 3.

6. There were 11 cases related to the 13 vehicles sold during the period of review. Two vehicles for 1 case sold for more than $2,500. The court costs were not paid to the District Clerk.
7. Formal policies and procedures have not been developed and implemented by the Constable Precinct 3 Office regarding Chapter 59 seizures, forfeitures, receipts, and expenditures. In addition, pre-numbered official receipt forms were not utilized to record and control seizures.

**Recommendation:**
In our opinion, the issues identified during our review could be addressed by developing and implementing formal policies and procedures for the proper accounting and reporting of Chapter 59 seizures, forfeitures, receipts, and expenditures. At a minimum, procedures should require Constable Precinct 3 Office to:

1. Coordinate with Purchasing Department to ensure that the proceeds from the sale of assets are apportioned within 30 days of the sale in accordance with the local agreement.
2. Ensure that court costs are paid to the District Clerk for personal property cases that generate auction proceeds greater than $2,500.00.
3. Develop and implement formal policies and procedures for the proper accounting and reporting of Chapter 59 seizures and forfeitures. In addition, ensure that seizures are recorded and controlled by using pre-numbered forms. The forms should require the signature of the agent counting and witness verifying the seizure. In addition, the respondent's signature, if possible, should be obtained and documented on the receipt form.

Please provide a management response to finding 5 through 7 noted in the conclusion section of the report and the recommendations noted above by June 17, 2016. Your prompt response will be greatly appreciated.

If you have any questions or would like to schedule a meeting to discuss the above noted recommendations, please call Letty Chavez, Compliance Audit Supervisor, at 318-2511 ext.4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4644, Linda Fong, First Assistant Auditor, at ext. 4668, or me at ext. 4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

cc: The Honorable Ramon Garcia, County Judge
The Honorable Arturo C. Cuellar, Commissioner Precinct 1
The Honorable Eduardo Cantu, Commissioner Precinct 2
The Honorable Jose M. Flores, Commissioner Precinct 3
The Honorable Joseph Palacios, Commissioner Precinct 4
Mr. Valde Guerra, County Executive Officer
Mr. Kent Richardson, Assistant Attorney General

COUNTY of HIDALGO

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EDINBURG, TEXAS 78539

June 6, 2016

The Honorable Atanacio Gaitan
Hidalgo County Constable, Precinct 4
2814 S. Business Hwy. 281
Edinburg, TX 78539

Re: Audit of the Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency
For the Year Ended December 31, 2015
Audit No. 2016-08

Dear Constable Gaitan:

We have completed an audit of the Chapter 59 Asset Forfeiture Audit Report by Law Enforcement Agency for the Year Ended December 31, 2015 pursuant to Code of Criminal Procedure §59.06 (g)(1), Local Government Code §115.001, Local Government Code §115.0035, and our annual audit plan. The objective of the audit was to determine if Chapter 59 seizures, forfeitures, receipts, and expenditures were properly accounted and reported.

**Background:**
Code of Criminal Procedure (CCP) Chapter 59 "Forfeiture of Contraband" provides Constable Precinct 4 with the authority to confiscate, forfeit, and dispose of contraband. Chapter 59 defines "contraband" as property of any nature (including real, personal, tangible, or intangible property) that is used or intended for use in the commission of certain enumerated felonies, Class A and Class B misdemeanors, or gained, acquired, and/or used to facilitate the commission of certain enumerated felonies and misdemeanors.

Local Government Code (LGC) §115.0035(b) provides that "at least once each county fiscal year, or more often if the county auditor desires, the auditor shall, without advance notice, fully examine the accounts of all precinct, county and district officials." LGC §115.0035(a) defines "accounts" as all public funds that are subject to the control of any precinct, county or district official, including the accounts of law enforcement agencies and the attorney for the state composed of money and proceeds of property seized.

For the year ended December 31, 2015, Constable Precinct 4 did not have any cash seizures; however, 99 motor vehicles were seized. In addition, 58 motor vehicles were forfeited to Constable Precinct 4 Office and 5 vehicles were returned to respondents during the period of review.

Pursuant to CCP §59.03 (c), a peace officer having custody of property must provide to the District Attorney a sworn statement that contains a schedule of the property seized, an acknowledgment that the officer has seized the property, and a list of the officer's reasons for the seizure. In addition, "not later than 72 hours after the seizure, the peace officer shall: (1) place the property under seal; (2) remove the property to a place ordered by the court; or (3) require a law enforcement agency of the state or a political subdivision to take custody of the property and move it to a proper location."

Pursuant to CCP §59.04 (a) & (b), the District Attorney must commence forfeiture proceedings by filing a notice of the seizure and intended forfeiture (petition) with the District Clerk's Office not later than the 30th day after the date of the seizure.

Pursuant to CCP §59.05 (b) & (e), forfeiture proceedings are conducted in accordance with rules and principles governing civil cases. If the court finds that the state has proven by a preponderance of the evidence that all or part of the seized property is subject to forfeiture, the judge shall forfeit the property to the state. Pursuant to CCP §59.06 (f), a final judgment of forfeiture perfects the state's title to the forfeited property.

Pursuant to CCP §59.05 (f), the District Clerk is entitled to court costs in forfeitures to the state of an amount greater than $2,500 as in other civil proceedings.

Pursuant to CCP §59.06 (a), all forfeited property is administered by the District Attorney, acting as the agent of the state, in accordance with accepted accounting practices and with the provisions of any local agreement entered into between the District Attorney and law enforcement agencies (LEAs). If a local agreement has not been executed, the property shall be sold on the 75th day after the date of the final judgment of forfeiture at public auction under the direction of the county sheriff. Proceeds of the sale must be distributed in accordance with CCP §59.06.

Pursuant to CCP §59.06 (b), if a local agreement exists between the District Attorney and the LEA, the District Attorney may transfer the property to the LEA. Furthermore, CCP § 59.06 (c) states, if a local agreement exists between the District Attorney and the LEA, all money, securities, negotiable instruments, stocks or bonds, or things of value, or proceeds from the sale of those items shall be deposited, after the deduction of court costs which the District Clerk is entitled, into one or more of the following funds: (1) a special fund in the county treasury for the benefit of the District Attorney's Office, to be used by the District Attorney solely for the official purposes of his office; or (2) a special fund in the county treasury if distributed to a county LEA, to be used solely for law enforcement purposes, such as salaries and overtime pay for officers, officer training, specialized investigative equipment and supplies, and items used by officers in direct law enforcement duties.

CCP §59.06 (d) states that awarded proceeds may be spent by a law enforcement agency after a detailed budget has been submitted to commissioners court. The Constable Precinct 4 Office budget for the year ended December 31, 2015 was $35,638.65 and expenditures totaled $26,098.80.

Pursuant to CCP §59.06 (d-3) states that an expenditure of proceeds received under this chapter is considered to be for a law enforcement purpose if the expenditure is made for an activity of a law enforcement agency that relates to the criminal and civil enforcement of the laws of the State, including an expenditure made for: (1) equipment, including vehicles, computers, firearms, protective body armor, furniture, software, uniforms, and maintenance equipment; (2) supplies, including office supplies, mobile phone and data account fees for employees, and internet services; (3) investigative and training-related travel expenses, including payment for hotel rooms, airfare, meals, rental of and fuel for a motor vehicle, and parking; (4) conferences and training expenses, including fees and materials; (5) investigative costs, including payments to informants and lab expenses; (6) crime prevention and treatment programs; (7) facility costs, including building purchases, lease payments, remodeling and renovating, maintenance, and utilities; (8) witness-related costs, including travel and security; and (9) audit costs and fees, including audit preparation and professional fees.

**Local Agreement Between District Attorney's Office and Constable Precinct 4**

On August 27, 2010, the Hidalgo County District Attorney and Constable Precinct 4 entered into a local agreement pursuant to CCP §59.06 (b). According to the local agreement, Constable Precinct 4 is responsible for paying all court costs, attorney ad-litem fees, depositions, title searches, title policies, confidential informants, and all costs related to forfeitures of real estate and personal property.

*Personal Property (Vehicles, jewelry, phones, etc...)* - If forfeited vehicles are not used for law enforcement purposes, the vehicles are to be sold and the proceeds are to be disbursed 50% to Constable Precinct 4 and 50% to the District Attorney's Office. Constable Precinct 4 has all interest in forfeited vehicles that are to be used for law enforcement purposes. Constable Precinct 4 is responsible for the use and upkeep of the vehicles and obtaining a certificate of title.

All property seized, except for currency, bank accounts, negotiable instruments, and jewelry shall be kept in the possession of the Constable Precinct 4. Currency, bank accounts, negotiable instruments and jewelry shall be held and maintained by the District Attorney until a final disposition is ordered. All other personal property not suitable or desired for use shall be forfeited to the District Attorney and sold at public auction. The proceeds after deductions of sale expenses shall be disbursed 50% to the Constable Precinct 4 and 50% to the District Attorney's Office. Proceeds from the sale of real, personal, tangible or intangible property shall be apportioned within 30 days of said sale.

*Real Estate*- Upon the sale of real estate, all costs are to be paid from the final sum received, with the remaining amount to be paid according to the percentages listed under "currency" below.

*Currency*- disbursed and divided as follows, after the payment of court costs:

| Amount | Constable Precinct 4 | District Attorney's Office |
|---|---|---|
| Over $100,000 | 65% | 35% |
| Over $50,000 to $100,00 | 60% | 40% |
| $50,000 and less | 50% | 50% |

All interest accumulated from any forfeited contraband shall be paid to the District Attorney.

On May 20, 2015, the Hidalgo County District Attorney and the Constable Precinct 4 entered into a new local agreement pursuant to CCP §59.06 (b). According to the agreement, the Constable Precinct 4 agrees to pay all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs in the forfeiture of vehicles and all other personal property, as outlined below.

*Personal Property (Vehicles, laptops, computers, cell phones, weapons, etc...)*- If personal property, including vehicles retained by Constable Precinct 4 are to be sold, net proceeds from the sale of said property, after deduction of costs, is to be divided 75% to Constable Precinct 4 and 25% to the District Attorney.

If personal property, including vehicles that are retained by Constable Precinct 4 for law enforcement purposes are at any time decommissioned and then sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided as follows: 75% to Constable Precinct 4 and 25% to the State's Attorney.

All property seized, except for currency, bank accounts, negotiable instruments, and jewelry, shall be kept in the possession of the Constable Precinct 4. Constable Precinct 4 shall account for all seized property in their possession until the property is disposed of by court order.

All other personal property, not suitable or desired for use, shall be forfeited to the District Attorney and sold at public auction. The net proceeds of said sale of said property, after deductions of sale expenses, shall be divided 60% to the Constable Precinct 4 and 40% to the District Attorney.

*Real Estate*- Upon the sale of real estate, all costs are to be paid from the final sum received, with the remaining amount to be paid according to the percentages listed under "currency" below.

Proceeds from the sale of real, personal, tangible, or intangible property subject to the agreement shall be apportioned within thirty (30) days of said sale.

*Currency*- disbursed and divided as follows, after the payment of court costs:

| Amount | Constable Precinct 4 | District Attorney's Office |
|---|---|---|
| Over $50,000 | 70% | 30% |
| Less than $50,000 | 60% | 40% |

Jewelry will be sold and its proceeds divided 60% to Constable Precinct 4 and 40% to the District Attorney.

**Constable Precinct 4 Procedures**

The Constable Precinct 4 Office has formal procedures for the seizure and forfeiture of personal property; however the Constable Precinct 4 Office has not established formal policies and procedures to provide direction and reference to officers seizing cash. According to the Constable Precinct 4 Office, cash has not been seized by their office.

Deputy Constables are required to call Roberston's towing to tow and store vehicles and/or property pending forfeiture proceedings. Before releasing vehicle(s) and or property to Roberston's Towing, Deputy Constables conduct a full inspection and inventory of the seized vehicle(s) and/or property. Deputy Constables are required to include photographs with seizure documents.

The following documents must be turned in to the District Attorney's Office before the 30th day after the date of the offense: Asset Forfeiture Intake Sheet; Officer Sworn Affidavit; Vehicle Registration Form; Preliminary Offense Report; Detailed Report; Complete Wrecker Inventory Form; and Intake Sheet Receipt.

A log of all seized property is kept by the Constable Precinct 4. The Log will indicate the status of the property, location and condition.

The Purchasing Department is responsible for conducting the sale of assets. The Purchasing Department receives the proceeds from the sale of assets from Rod Robertson Enterprises, Inc and prepares a "Purchasing Department/Fixed Asset Division Auction Report" that details the manner in which the auction proceeds will be distributed. The proceeds are then deposited with the Hidalgo County Treasurer.

**Agreement for Auctioneer Services**

On April 24, 2012, the Hidalgo County Commissioners Court entered into a contract with Rod Robertson Enterprises, Inc. for the provision of auctioneer and storage services. On April 30, 2013 and April 22, 2014, the Hidalgo County Commissioners Court approved one year extensions. The contract stipulates that with respect to

any property seized by any law enforcement Agency of Hidalgo County, the auctioneer agrees to store such property for Hidalgo County for the period prior to any sale being conducted.

On May 28, 2015, the Hidalgo County Commissioners Court entered into a new contract with Rod Robertson Enterprise, Inc. for the provision of auctioneer and storage services.

**Scope and Methodology:**
The scope of our audit was limited to a review of all seized currency and personal property for which an agent's affidavit was made available to the County Auditor's Office for review and all forfeited currency and personal property for which a final judgment was rendered and recorded in *Odyssey*, the County's justice information system, for the period of January 1, 2015 through December 31, 2015.

Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. Accordingly, the opportunities for improvement presented in this report may not be all-inclusive of areas where improvements could be made.

The responsibility for establishing and maintaining a sound internal control system rests with management. The objectives of an internal control system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or theft, and that transactions are executed in accordance with management's authorization and recorded properly.

In planning and performing our review, we reviewed applicable statutes, policies and procedures, and applicable local agreements. The following procedures were performed:

1. Compared Chapter 59 revenue and expenditure reports generated from *alio*, the County's financial accounting system, and the "Purchasing Department/Fixed Asset Division Auction Report" to Constable Precinct 4's Chapter 59 Asset Forfeiture Report to determine if all Chapter 59 revenues and expenditures were reported;
2. Generated "Cases filed" and "Cases disposed" index reports for the period of January 1, 2015 to December 31, 2015 from *Odyssey* to determine if all seized, forfeited, and property returned to respondents was reported on Constable Precinct 4's Chapter 59 Asset Forfeiture Report;
3. Reviewed expenditures from the Constable Precinct 4 Chapter 59 Fund to determine if expenditures were incurred for law enforcement purposes pursuant to CCP §59.06 (c);
4. Requested inventory reports for Constable Precinct 4 from Rod Robertson Enterprise, Inc. to determine if the 89 Chapter 59 vehicles seized/forfeited (including those vehicles seized and forfeited in prior years) were held at Rod Robertson Enterprise, Inc., as of year ended December 31, 2015.
5. Reviewed revenue reports generated from *alio* and the "Purchasing Department/Fixed Asset Division Auction Report" to determine if auction proceeds were disbursed to Constable Precinct 4 and apportioned within 30 days of said sale pursuant to the local agreement in place.
6. Verified in *Odyssey* if court costs were paid to the District Clerk for the personal property cases that generated auction proceeds greater than $ 2,500.00.
7. Requested to review written policies and procedures in place to determine if the Constable Precinct 4 Office has implemented formal procedures for the proper accounting and reporting of seizures and forfeitures. In addition, inquired whether seizures were promptly recorded and controlled by using pre-numbered official receipt forms.

**Conclusion:**
Based on the results of our audit, we have determined that generally Chapter 59 seizures, forfeitures, receipts, and expenditures were properly accounted and reported; however, improvements could be made to the system of internal controls for the accounting and reporting of Chapter 59 seizures, forfeitures, receipts, and expenditures. More specifically, the following was noted:

1. All Chapter 59 revenues ($64,277.75) and expenditures ($26,098.80) recorded in *alio* and the "Purchasing Department/Fixed Asset Division Auction Report" were reported on the Chapter 59 Asset Forfeiture Report.
2. A review of the "Cases filed" and "Cases disposed" index reports generated from *Odyssey* for the period of review revealed that there were 99 vehicles seized, 58 vehicles forfeited, and 5 vehicles returned to respondents. All items were properly reported on the Chapter 59 Asset Forfeiture Report.
3. All expenditures from the Constable Precinct 4 Chapter 59 Forfeiture Fund were incurred for law enforcement purposes pursuant to CCP §59.06 (c).
4. Of the 89 vehicles selected:
   - 81 were on Rod Robertson Enterprise, Inc. inventory listing.

- 6 were not on the Rod Robertson Enterprise, Inc inventory list; however, the vehicles were physically located at Rod Robertson Enterprise, Inc.
- 2 vehicles were not on Rod Robertson Enterprise, Inc inventory listing and were not physically located:
  - We confirmed that one vehicle was auctioned during the month of March 2016.
  - According to staff, one vehicle was released to the respondent. However, a judgment had not been rendered at the time the vehicle was released to the respondent.

5. Auction proceeds totaling $64,277.75 were generated from the sale of 58 vehicles forfeited to Constable Precinct 4 (39 forfeited during the period of review and 19 forfeited in prior years). Auctions were held in March, August, and December. Proceeds for the March, August, and December auctions were receipted by the County Treasurer's Office within 30 days of said sale; however, the proceeds were not apportioned pursuant to the local agreement (75% to Constable Precinct 4 and 25% to the District Attorney). Instead, 100% of the auction proceeds were apportioned to Constable Precinct 4.
6. There were 51 cases related to 58 vehicles sold during the period in review. 19 vehicles sold for more than $2,500. The court costs were not paid to the District Clerk for 6 cases. In addition, we noticed that court costs were paid on 23 cases that resulted in proceeds of less than $2,500, in error.
7. Formal policies and procedures have not been developed and implemented by the Constable Precinct 4 Office regarding Chapter 59 cash seizures, forfeitures, receipts, and expenditures. In addition, pre-numbered official receipt forms were not utilized to record and control seizures.

**Recommendations:**

In our opinion, the issues identified during our review could be addressed by developing and implementing formal policies and procedures for the proper accounting and reporting of Chapter 59 seizures, forfeitures, receipts, and expenditures. At a minimum, procedures should require the Constable Precinct 4 Office to:

1. Ensure that a judgment has been issued before releasing personal property (i.e., vehicles).
2. Coordinate with Purchasing Department to ensure that the proceeds from the sale of assets are apportioned in accordance with the local agreement between Constable Precinct 4 and the District Attorney.
3. Ensure that court costs are paid to the District Clerk for personal property cases that generate auction proceeds greater than $ 2,500.00. In addition, a refund should be requested from the District Clerk for the court costs paid in error.
4. Develop and implement formal policies and procedures for the proper accounting and reporting of Chapter 59 cash seizures and forfeitures. In addition, ensure that seizures are recorded and controlled by using pre-numbered forms. The forms should require the signature of the agent counting and witness verifying the seizure. In addition, the respondent's signature, if possible, should be obtained and documented on the receipt form.

Please provide management responses to finding 4 through 7 noted in the conclusion section and the recommendations noted above by June 10, 2016. Your prompt response will be greatly appreciated.

If you have any questions or would like to schedule a meeting to discuss the above noted recommendations, please call Vivian Garza, Internal Auditor I, at 318-2511 ext. 4654, Letty Chavez, Compliance Audit Supervisor, at ext.4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4644, or me at ext. 4604.

Respectfully,

Ray Eufracio. CPA
County Auditor

cc: The Honorable Ramon Garcia, County Judge
The Honorable Arturo C. Cuellar, Jr., Commissioner Precinct 1
The Honorable Eduardo Cantu, Commissioner Precinct 2
The Honorable Jose M. Flores, Commissioner Precinct 3
The Honorable Joseph Palacios, Commissioner Precinct 4
The Honorable Laura Hinojosa, Hidalgo County District Clerk
Mr. Valde Guerra, County Executive Officer
Ms. Martha Salazar, Purchasing Agent
Mr. Kent Richardson, Assistant Attorney General

AI-54942

Budget and Management 11.
A.

CC CONSENT
Meeting Date: 06/20/2016
Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Self-Insured (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 June 1-15, 2016 in the amount of $46,562.28 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments
INVOICE
BY ORGANIZATION
CERTIFICATION

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/16/2016 11:20 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Angelica M. Tapia Started On: 06/07/2016 08:38 AM
Final Approval Date: 06/16/2016

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

June 16, 2016

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

L HIDAL.WC1
Invoice Number: 98642

Loss Replenishment

Re: Workers Compensation

| | |
|---|---|
| Tristar Risk Management hereby certifies that the attached billings for Losses Paid 6/1-6/15/16 (Check #524139-524288) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st | 46,562.28 |
| TOTAL CURRENT CHARGES | $ 46,562.28 |
| Previous Balance Due | $ 69,572.36 |

Payments and Credits

| | | |
|---|---|---|
| 06/10/16 | Payment received - thank you | 69,572.36CR |
| | Total Payments and Credits | $ 69,572.36CR |
| | Total Balance Due | $ 46,562.28 |

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 6/1-6/15/16

| Processed | Check Date | Chk/Vchr # | Claim Number | Claimant | Incident | Transaction Type | Payee | Dates of Service | Method | Amount |
|---|---|---|---|---|---|---|---|---|---|---|
| **Alternate Organization 1 :** Community Service | | | | | | | | | | |
| | | | | | **Alternate Organization 1 Total:** 1 | | | | | 3.00 |
| **Alternate Organization 1 :** Headstart | | | | | | | | | | |
| | | | | | **Alternate Organization 1 Total:** 47 | | | | | 5,751.94 |
| **Alternate Organization 1 :** Hidalgo County | | | | | | | | | | |
| | | | | | **Alternate Organization 1 Total:** 259 | | | | | 40,807.34 |
| | | | | | **Grand Total:** 307 | | | | | 46,562.28 |

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: June 1-15, 2016

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of $ 46,562.28 .

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

Losses Paid for Period: 6/1-15/16

(Check #524139-524288)

| | | |
|---|---|---|
| 1). | Hidalgo County | $ 40,807.34 |
| 2). | Hidalgo County Head Start Program | $ 5,751.94 |
| 3). | Community Service Agency | $ 3.00 |
| 4). | Drainage District No. 1 | $ - |
| | TOTAL: | $ 46,562.28 |

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:
Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this payment on the Commissioner's Court Agenda of June 20, 2016 .

Initial amount advanced by Commissioners' Court to TRISTAR RISK MANAGEMENT to pay claims: $ 150,000.00

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank (estimate) $ 103,437.72

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

* All the claimants are in fact employees of Hidalgo County, Hidalgo County Head Start Program, Community Service Agency and Drainage District No. 1.
* All fees to vendors are appropriate for the type of service provided.
* All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
* All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
* The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Dora Vazquez
Employee Benefits Director

6/16/16
Date

Budget Officer

6/16/2016
Date

Commissioners' Court Approval

Date

AI-54951

Budget and Management 11. B.

CC CONSENT

Meeting Date: 06/20/2016

Submitted By: Alfredo Esparza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

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Information

CAPTION

Report and approval of emergency transfers for the period of May 2, 2016 through May 31, 2016.

BACKGROUND

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Fiscal Impact

Attachments

May 2016 ET Report

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/08/2016 09:57 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Alfredo Esparza Started On: 06/08/2016 08:56 AM

Final Approval Date: 06/16/2016

# Hidalgo County Non-Agenda Transfers
## from May 2, 2016 to May 31, 2016

| Date | JE # | Amount | Department | Reason |
|---|---|---|---|---|
| 05/02/16 | 161618 | $ 3,170.00 | DBM - Budget Div. | Transfer needed for Damaris SanMiguel, Dina Trevino and Rey Salazar to attend the Institute for Supply Management's Public Purchasing Seminar in South Padre Island, Texas on Wednesday, June 22, 2016 to Friday, June 24, 2016. Also for travel of Sergio Cruz and additional employee to attend the First Southwest Asset Management's Post Issuance Compliance Seminar in Austin, Texas on Thursday, May 12, 2016 to Friday, May 13, 2016. |
| 05/02/16 | 161617 | $ 100.00 | DBM - Wk. Comp. | Transfer needed for Flora Vasquez to attend the Institute for Supply Management's Public Purchasing Seminar in South Padre Island, Texas on Wednesday, June 22, 2016 to Friday, June 24, 2016. |
| 05/03/16 | 161620 | $ 16,347.83 | Facilities Management - Co. Wide | To fund reclassification of various POs and expenditures from Facilities Management into a newly created Facilities Management Co. Wide program. |
| 05/03/16 | 161636 | $ 520,517.89 | Facilities Management - Co. Wide | To fund reclassification of various POs and expenditures from Facilities Management into newly created Facilities Management Co. Wide program and establish an operating budget for facilities management department. |
| 05/03/16 | 161621 | $ 700.00 | Pct. 4 | Emergency transfer is to fund and complete the security system for the Sunflower CRC in San Carlos. As the project nears completion the precinct has more and more valuable items being installed. It is of high importance that we have a security system in place. |
| 05/04/16 | 161622 | $ 10,000.00 | Pct. 4 | To fund the purchase of materials needed for completion of the Pct. 4 Doolittle Recovery Project. |
| 05/04/16 | 161633 | $ 10,787.52 | Constable Pct. 4 | To fund the purchase of GPS equipment, installation and monthly service charges for Constable Pct. 4. |
| 05/04/16 | 161634 | $ 300.00 | Wic Ineligible Costs | Emergency transfer needed to pay reconnection and late fees on invoices. |
| 05/04/16 | 161635 | $ 10,787.52 | DBM - Co. Wide | To fund the purchase of GPS equipment for Constable Pct. 4 |
| 05/05/16 | 161637 | $ 500.00 | CCL #1 | Transfer needed for Judge to attend South Texas Litigation Soaking up Sun CLE on May 12, 2016 at South Padre Island, Texas. |
| 05/09/16 | 161638 | $ 5,000.00 | DA's Office | Funds needed for the relocation of furniture within the DA's Office Courthouse Annex III. |
| 05/09/16 | 161667 | $ 400,000.00 | CO2014 - Pct. 4 CRC Sunflower/SH107 | As requested and agreed by the precincts, Pct. 3 (program 123-116) will be allocating funding to Pct. 4 (program 124-123) under Fund 1345. Pct. 4 will reimburse the funding from Fund 1347 (program 124-170 & 124-030 into 123-116) in subsequent transfer. |
| 05/09/16 | 161668 | $ 400,000.00 | CO2015A - Pct. 3 FM676 (SH364 - Taylor) | As requested and agreed by the precincts, Pct. 4 is reimbursing funding from Fund 1347 to Pct. 3 (program 123-116) for monies provided to Pct. 4 (program 124-123) under Fund 1345. |
| 05/09/16 | 161669 | $ 122,630.46 | Co. Wide Adm - Contingency | Transfer needed to fund the creation of 2 Attorney IV positions (AI-54468 CC 05/10/16). |
| 05/09/16 | 161756 | $ 33,416.16 | Co. Wide Adm. | To sweep funds for registration fees in order to allocate to departments for travel. |

# Hidalgo County Non-Agenda Transfers
## from May 2, 2016 to May 31, 2016

| Date | JE # | Amount | Department | Reason |
|---|---|---|---|---|
| 05/10/16 | 161753 | $ 9,000.00 | Various Depts. - Registration Fees | To fund Out of Co. Travel for various employees attending the **Integrated Domestic Violence Court Open House to be held in New York on 6-2-16 to 6-3-16**. Employees attending are: DA - Thomas Velez, Public Defender - Lawrence Esparza, CCL #1- Judge Rudy Gonzalez, Maria A. Garcia and Joe Cindy Carreon. **$1800/employee = $9k** |
| 05/09/16 | 161757 | $ 64,226.00 | Co. Wide Adm. | To sweep electricity funds from the Facilities Mgmt. Co. Wide account into Co. Wide Adm. Contingency to fund salary related requests for the Public Defender's Office & Human Resources Dept. **(refer to AI-54504 & 54547, CC 5-10-16)**. |
| 05/09/16 | 161758 | $ 4,440.78 | Facilities Management - Co. Wide | To fund the purchase of a walkthrough metal detector to be installed & located in the Administration Bldg. from vendor Grainger. |
| 05/09/16 | 161755 | $ 18,676.29 | Pct. 3 - Parks | Transfer needed to fund personnel actions on AI-54426 (CC 05/10/2016). |
| 05/09/16 | 161754 | $ 22,303.75 | Pct. 4 CRC Sunflower/SH107 | To fund AI-54541 award bid to Saenz Utility Contractors, LLC of Edcouch, Texas. |
| 05/11/16 | 161759 | $ 3,500.00 | Pct. 3 Rd Maintenance | To fund reclassified purchase order #724485. |
| 05/11/16 | 161760 | $ 15,000.00 | Pct. 1 Rd. Maint. | To fund repair & maint. Svcs expenditures for Unit #R-044 (front wheel alignment, single light diagnostic, & A/C repair). |
| 05/11/16 | 161771 | $ 505.49 | Justice Crt. Tech | Additional funding needed to process purchase order for the lease of a copier to a JP office. |
| 05/12/16 | 161886 | $ 1,404.00 | Constable Pct. 4 | To fund the monthly Verizon Data service charges on GPS units for Constable Pct. 4. |
| 05/13/16 | 161942 | $ 100.00 | WIC Ineligible Costs | Emergency transfer need to pay late fees on pending invoices |
| 05/17/16 | 161989 | $ 6,500.00 | DA CCP59 | Emergency transfer needed for a Purchase Order in order to arrange cubicles, as per code, prior to relocating to the Courthouse Annex III building and also for unanticipated travel expenditures for two employees traveling to Los Angeles, CA on May 26th -28th. |
| 05/18/16 | 161992 | $ 3,000.00 | Pct. 3 Rd Maintenance | Transfer needed to complete Req. #00296715 for Verizon Wireless for GPS services needed & for installation to commence on 5/23/2016. |
| 05/18/16 | 162040 | $ 153,885.46 | Pct. 4 Doolittle Recovery Prj. | Transfer needed to allocate funds in the correct object code. |
| 05/20/16 | 162010 | $ 5,000.00 | Constable Pct. 4 | To replace 17 expired bulletproof vests; one each for each full time officer. |
| 05/20/16 | 162012 | $ 2,903.00 | Pct. 4 | Transfer needed to fund Pct. 4 Parks project expenditures. |
| 05/24/16 | 162024 | $ 186,232.90 | Pct. 1 SOA 1341 & CO 2015 A (funds 1303 & 1347) | To fund road materials expenditures for M16N(FM 1015-M4W) and M12 1/2N (Westgate-8195ft), program #'s 218 & 219, new road construction projects. |
| 05/24/16 | 162025 | $ 1,555.00 | Public Defender | Transfer needed to fund expenditures for copy machine. |
| 05/26/16 | 162082 | $ 9,947.93 | Co. Commissioners | Transfer needed to fund PO #733751 for AL3 Enterprises, LLC. |
| 05/27/16 | 162110 | $ 6,500.00 | Co. Treasurer | Funds need for the purchase of outdated (15 year old) equipment and other supplies (Two (2) laser jet printers, office supplies, TV and Excel software). |
| 05/27/16 | 162109 | $ 70.00 | Pct. 4 Rd Maint. | Transfer needed to cover LIT funds for AI-54738. |
| 05/31/16 | 162114 | $ 2,073.46 | Constable Pct. 1 | Funds needed to cover invoice for Lexis Nexis. |

# Hidalgo County Non-Agenda Transfers
# from May 2, 2016 to May 31, 2016

| Date | JE # | Amount | Department | Reason |
|---|---|---|---|---|
| 05/31/16 | 162133 | $ 1,000.00 | Justice Crt. Tech | Transfer for Aleida Lopez of JP Pct. 4/PL 1 to travel to San Antonio, TX from June 28th - July 1st to attend the JPCA Annual Conference. |

AI-55121

Purchasing Department 12. A.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Lisa Vela, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

Disclosure of funding source [C/O proceeds-Fund 1341] and approval of same [as recommended by Bond Counsel] for the purchase of 2 Kuboda RTVX Utility Rough Terrain Vehicles for Pct. #4 through processed and approved PO#743683 issued to Amigo Power Equipment and subject to compliance with HB23 or HB1295 when and if applicable.

BACKGROUND

Disclosure of funding source [C/O proceeds-Fund 1341] and approval of same for the purchase of 2 Kuboda RTVX Utility Rough Terrain Vehicles for Pct. #4 through processed and approved PO#743683 issued to Amigo Power Equipment.

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Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

PO#743683 issued using CO proceeds-Fund 1341.

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Attachments

CO FUND 1295

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/16/2016 03:17 PM |
| Budget & Management | Veronica Ortiz | 06/16/2016 03:18 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Marty Salazar Started On: 06/16/2016 11:27 AM

Final Approval Date: 06/16/2016

Hidalgo County
Pct #4

5/26/2016

# BUDGET ACCOUNT NUMBER

6-1341-431-00-124-029-0-751

| VENDOR | OBJ # | P.O.# | REQ# | PCT# | INV DATE | INV# | INV.$ | AUDITOR'S REMARKS |
|---|---|---|---|---|---|---|---|---|
| Amigo Implement Co., Inc. | 751 | 743683 | 298326 | 629 | 5/23/2016 | 11029W | $27,688.00 | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Agenda # 5/31/21

PREPARED BY:
NICK PEREZ

O COUNTY, TEXAS
ERY AND EQUIPMENT
GGING CONFIRMATION

Please return at your earliest convenience.
Thank you, Omar Salinas ext:4864

ment Name: PCT 4

| | |
|---|---|
| Tags Delivery - Attention: | NICK PEREZ |
| Date: | May 25, 2016 |
| Confirmation Returned to: | Omar Salinas-Purchasing / Fixed Asset Div. |
| Tagging Completed BY: | |

TAGGING CONFIRMATION

such as handguns. brille TOTE 1002HD

| P.O. No. | P.O. Date | Requisition No. | Asset Description | Unit Cost | Trade in Allowance | Aquired Cost | Serial Number | Current Location | Tagging Date |
|---|---|---|---|---|---|---|---|---|---|
| 3683 | 05/18/16 | 298326 | KABODA RTVX 1140WH | $13,884.00 | | $13,884.00 | 12115 | PCT 4 Shop | 5/25/16 |
| 3683 | 05/18/16 | 298326 | KABODA RTVX 1140WH | $13,884.00 | | $13,884.00 | 10351 | PCT 4 Shop | 5/25/16 |

# County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

## MEMO

DATE: MAY 26, 2016
TO: HIDALGO COUNTY AUDITORS OFFICE
FROM: HIDALGO COUNTY PCT. #4

HIDALGO COUNTY PRECINCT #4 IS REQUESTING THAT THE FOLLOWING INVOICE:# 11029 W **BE** PAID FROM COPY IN THE AMOUNT OF **$27,688.00 FROM: AMIGO IMPLEMENT CO., INC.**

THE REASON BEING THAT THIS IS AN E-MAILED INVOICE COPY, AS ORIGINAL INVOICE WAS NEVER RECEIVED BY THE PRECINCT.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

Kubota
POLARIS

# AMIGO
## POWER EQUIPMENT
304 WEST MONTE CRISTO ROAD
EDINBURG, TEXAS 78541
(956) 383-6289 • (800) 383-6289 • FAX (956)383-0787

MODERN AG PRODUCTS, LTD.
Land Pride

HIDALGO CO. PCT. #4
1051 N. DOOLITTLE ROAD
EDINBURG TX 78542-0337

MAY 25 2016
Hidalgo County Pct #4

| PAGE | | |
|---|---|---|
| 1 | | |
| CASH | CHG. | F.P. |
| ACCT. NO. 03112 | | |

# UNIT SALES INVOICE

| SALESMAN | PURCHASE ORDER NO. | | | INVOICE DATE | TIME | INVOICE NO. |
|---|---|---|---|---|---|---|
| JPE | 743683 | | | 05/23/2016 | 08:58:11 | 11029W |

**Unit Sale: 2016 KUB X1140WL-HS RTV** 13844.0
stock number: KU0012115 serial number: 12115

6-1341-431-00-124-029-0-751
Pct.#4: 629
Pur.Req.# 298326
P.O.# 743683

**Unit Sale: 2016 KUB RTV-X1140L RTV** 13844.0
stock number: KU0010351 serial number: 10351

PO # 743683

Sales Tax $0.

Settlements $27688
CHARGE 03112

| | |
|---|---|
| Total Sale | $27688.0 |
| Total Settlements | 27688.0 |

WE APPRECIATE YOUR PATRONAGE
THANK YOU FOR "42" YEARS UNDER THE SAME OWNERSHIP
PLEASE UPDATE YOUR AG EXEMPTION STATUS
QUOTES AND DEPOSITS GOOD FOR 30 DAYS ONLY

INVOICE RECEIVED BY: on 5/23/16
GOODS/SERVICES RECEIVED BY: on 5-20-14

Signature:

COPY

Copyright (c) 2011

amigo_unitusemplate

www.amigopowerequip.com
#amigopowerequip

BRIGGS & STRATTON
ECHO

1864 CO

# AMIGO
## POWER EQUIPMENT
304 WEST MONTE CRISTO ROAD
EDINBURG, TEXAS 78541
(956) 383-6289 • (800) 383-6289 • FAX (956)383-0787

Kubota
POLARIS
MODERN AG PRODUCTS, LTD.
Land Pride

Hidalgo County
MAY 09 2016
Edinburg, Texas

ote: 4235.02
Created: 05/09/2016
Expires: 06/09/2016
Salesperson: JPE

HIDALGO CO. PCT. #4
1051 N. DOOLITTLE ROAD
EDINBURG TX 78542-0337

Revised

Customer: 03112
Phone: 956-383-3112
Fax: 956-381-5905



Pct # 629
Req # 298326
PO # 743683

**Unit Sale: KUB RTVX1140WH UTIL VEH** 13844.00
stock number: TEMP

**Unit Sale: KUB RTVX1140WH UTIL VEH** 13844.00
stock number: TEMP

INCLUDES: POLY ROOF, HEAVY DUTY WORKSITE TIRES, POWER STEERING, HYDRAULIC DUMP BED, EXTENDABLE CARGO BOX STANDARD SEATING FOR 4 PEOPLE

UNITS ARE DIESEL POWERED AND 4 WHEEL DRIVE

BUY BOARD NUMBER: 447-14 (KUBOTA TRACTOR CORP.)

Sales Tax $0.00

$27688.00

Settlements
CHARGE 03112

# QUOTE

| | |
|---|---|
| Total Sale | $27688.00 |
| Total Settlements | 27688.00 |

WE APPRECIATE YOUR PATRONAGE
THANK YOU FOR "42" YEARS UNDER THE SAME OWNERSHIP
PLEASE UPDATE YOUR AG EXEMPTION STATUS
QUOTES AND DEPOSITS GOOD FOR 30 DAYS ONLY

6-1341-431-00-124-029-0-751

www.amigopowerequip.com
#amigopowerequip

# Purchase Order
# COUNTY OF HIDALGO

PO# 743683

DATE: 05/18/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 1064

PHONE: (956)383-6289

Fax: (956)383-0787

REQ: 00298326

EMAIL:

AMIGO IMPLEMENT CO., INC
304 W. MONTE CRISTO RD.
EDINBURG TX 78541

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT: SULEMA CAVAZOS (956)383-3112

SITE: COMMISSIONER, PRECINCT 4

CONTRACT NO: BUYBOARD 447-14

SPECIAL INSTRUCTIONS: PCT# 629

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | BUYBOARD 447-14 (EXP.5/3/17) | 13,844.00 | 27,688.00 |
| 2.00 | EACH | CO ASSET # 68579----68580<br>UNIT SALE: KUB RTVX1140WH UTIL (RTV=ROUGH TERRIAN VEHICLE) | | 27,688.00 |
| | | Inv: 11029W TOTAL: | | |
| | | ********** For Hidalgo County use only ********** | | 27,688.00 |
| | | 6-1341-431-00-124-029-0-751 | | |

# CERTIFICATE OF INTERESTED PARTIES

Agend #55121

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2016-72297

**Date Filed:**
06/16/2016

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Amigo Power Equipment
Edinburg, , TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

County Of Hidalgo

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

REQ-298326
Two (2) Kubota RTV X1140WH Utility Vehicles

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Johnson, Kent C. | McAllen, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

IRMA MORENO
My Commission Expires
August 8, 2016

Kent C. Johnson
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kent C. Johnson, this the 16 day of June, 20 16, to certify which, witness my hand and seal of office.

| Irma Moreno | Irma Moreno | Notary |
|---|---|---|
| Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2016-72297

**Date Filed:**
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County Of Hidalgo

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REQ-298326
Two (2) Kubota RTV X1140WH Utility Vehicles

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|---|---|---|---|
| | | Controlling | Intermediary |
| Johnson, Kent C. | McAllen, TX United States | X | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-55056

Purchasing Department 12. B.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

1. Acceptance and approval of **Work Authorization No. 1** with an estimated cost of **($ 90,000.00)** as submitted by project engineer, **Dos Logistics, Inc.** for the purposes of Engineering Services for: **Brushline Road Improvements (North Mile 22.5 Street to FM 490)** within **Hidalgo County Precinct No. 4**, in connection to (on call) agreement **#C-15-384-12-08.**

- Pursuant to **Section 12** of the "professional engineering services" agreement #**C-15-384-12-08** with **Dos Logistics, Inc**. is requesting approval to engage the services of **Sub-Contractor (JCS Engineering and Surveying)** under **WA#1** with adherence to insurance provisions required by said article;

2. Acceptance and approval of **Work Authorization No. 5** with (**an estimated cost of $ 11,351.46**) as submitted by project engineer, **L&G Engineering** for Project:**"Construction Material Testing"** for: **"Concrete Walking Trail at San Carlos (CRC) & Sunflower Park"** for **Hidalgo County Precinct No. 4**, in connection to (on call) GEO Tech & CMT Services Agreement# **C-15-301-09-15.**

3. Requesting **clarification/correction** to **(AI-53323-CC-2/16/16**) **WA#1** [**Exhibit D-1-Estimated Fee Schedule and Man hour Breakdown]** in connection to Agreement# **C-16-049-02-16** with **L&G Consulting Engineers, Inc.** d/b/a **L&G Engineering** for (**job specific**) Project: **Mile 5 from Taylor Road to FM 2220 (Ware Road)** located within **Hidalgo County Precinct No. 4.**

BACKGROUND

WA1-C-15-384-12-08-Dos Logistics Inc.-Pct 4
WA5-C-15-301-09-15-L&G Engineering-(Concrete Trail at CRC - Sunflower Park)Pct 4
Clarified Exhibit D-1-C-16-049-02-06-L&G Engineering-Pct 4

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1287-431-30-124-151-4-721

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

BUDGETARY IMPACT:

CTIF Grant Project:
Funds for WA#1 available as of 6/16/16. Additional construction costs associated with project will be identified by the Precinct after final cost estimate is provided by the engineer.

FISCAL YEAR: 2016 ACCT. #: 6-1347-431-00-124-169-0-721
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 6-1345-419-40-124-123-0-740
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
WA5-L&G Eng-C-15-301-09-15
Funds available as of 6/16/16.

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Attachments
WA1-Dos Logistics Inc-Pct 4 (Brushline Rd)
Clarified-Ex D-1-L&G Eng-C-16-049-02-16-Pct 4
WA5-L&G Engineering-(Concrete Walking Trail at CRC (Sunflower Park)-Pct 4

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/16/2016 09:56 AM |
| Budget & Management | Veronica Ortiz | 06/16/2016 10:10 AM |
| Glinda Pacheco | Glinda Pacheco | 06/16/2016 03:11 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Letty Saenz Started On: 06/14/2016 11:49 AM
Final Approval Date: 06/16/2016

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # C-15-384-12-08
## Work Authorization Form

# WORK AUTHORIZATION NO. 1

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **DOS LOGISTICS, INC.,** professional engineers of **Weslaco, Texas**, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide the proposed Brushline Road Improvemens from north of Mile 22 1/2 Street to FM 490 .

---

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **$ 90,000.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

**PART 4. FUNDING**

This **Work Authorization No.1** shall be funded through funding source:
Account No. 6-1287-431-30-124-151-4-721
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Joseph Palacios as to content and detail of this **Work Authorization No.1**.

**HIDALGO COUNTY PRECINCT # 4**

**BY: _____**
**Hon. Joseph Palacios, Commissioner**

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2016.

**THE ENGINEER:**
**DOS LOGISTICS, INC.**

**BY: _____**
**Juan Gamez, P.E. , President/CEO**

**THE OWNER:**
**HIDALGO COUNTY**

**BY: _____**
**Hon. Ramon Garcia, County Judge**

**ATTEST:**

**BY: _____**
**Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

# EXHIBIT "A"

## Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and the accepted by the **OWNER** in accordance with Section 6 of this Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for the public meeting; additionally:

Public Meetings

(a) Approve Agenda and all Exhibits prior to public meetings.

(b) Approve Date and Location of the meeting
(c) Review / Approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the **ENGINEER** as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the **ENGINEER.**

EXHIBIT "B"
HIDALGO COUNTY PRECINCT No. 4

**Brushline Road Roadway Improvements**

# SCOPE OF SERVICES

**To be Provided by the Owner**

**Project Startup**

Recovery existing Right of Way

Review FEMA maps

Review Appraisal Maps

**Topographic Survey and Engineering Design for Road and Drainage**

Set up control points for Topographic Survey

ROW Recovery

Run Elevations points to this project Area

Set up Two (2) Bench Marks

Prepare Engineering Cost Estimate

Prepare Construction Plans,

Perform QA/QC

DL, INC.
DOS LOGISTICS, INC.

June 8, 2016

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct 4
1051 N Doolittle Rd,
Edinburg, TX 78542

Re: Brushline Rd. Work Authorization # 1: Surveying

This letter is to inform you that Dos Logistics Inc. intends to Subcontract Surveying Services with JCS Engineering and Surveying for all surveying activities related to this Work Authorization.

Kind Regards,



Juan M. Gamez, P.E.
Principal
Dos Logistics Inc.

# PROJECT FEE ESTIMATE

CLIENT: Dos Logistics Inc

PROJECT: Brushline-Design Survey DATE: 6/15/2016

| ID | ACTIVITY | HOURS | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 3-MAN CREW | CADD TECH | SURVEY TECH | RPLS | ADMIN | EXP | DIRECT SALARIES | DIRECT EXP @ | INDIRECT EXP @ | TOTAL |
| | | 141.6 | 71.6 | 74.5 | 115.4 | 60.64 | | | | | |
| **I. Design Surveys** | | | | | | | | | | | |
| 1.01 | Perform Topo_Survey (x-sections) | 30 | | | 8 | | | 5,171.20 | - | - | 5,171.20 |
| 1.02 | Pick drainage structures | 15 | | | 12 | | | 3,508.80 | - | - | 3,508.80 |
| 1.03 | Cadd_ Drafting_Base Map | 23 | | 40 | 12 | | | 7,621.60 | | | 7,621.60 |
| 1.04 | Re-established existing streets r.o.w. | 20 | | | 8 | | | 3,755.20 | - | - | 3,755.20 |
| | | | | | | | | - | - | - | - |
| | | | | | | | | - | - | - | - |
| | | | | | | | | - | | | |
| | | | | | | | | - | | | |
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| | | | | | | | | | | | - |
| | | | | | | | | | | | - |
| | | | | | | | | | | | - |
| | CONTINGENCY | | | | | | | | - | - | - |
| 999 | SUBTOTAL | 88 | 0 | 40 | 40 | 0 | 0.00 | 20,056.80 | - | - | 20,056.80 |
| **TOTAL** | | 88 | 0 | 40 | 40 | 0 | 0.00 | 20,056.80 | - | - | 20,056.80 |

Note: Dos Logistics Inc. will only charge to Hidalgo County Precinct #4 the Total amount for Surveying Services for $ 20,000.00

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Printed 6/15/2016 at 10:12 AM

**DOS Logistics**
**Brushline Road Paving Improvements**

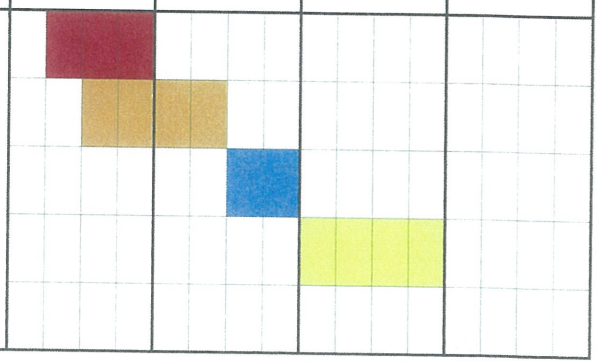
| | | Principal | Project Manager | Senior Engineer | Project Engineer | Design Engineer | Engineer in Training (EIT) | Senior Designer Tech | Engineer Tech. | Cadd Operator | Admin / Clerical | Project Inspector V | Project Inspector I | PUBLIC Involment / Outreach |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Contracted Rates | $ 249.00 | $ 220.00 | $ 200.00 | $ 170.00 | $ 149.00 | $ 79.00 | $ 86.00 | $ 80.00 | $ 65.00 | $ 58.00 | $ 76.00 | $ 71.00 | $ 124.00 |
| TASK 145 | PROJECT MANAGEMENT/ADMINISTRATION | | | | | | | | | | | | | |
| | TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION | | | | | | | | | | | | | |
| | A) Coordinate, Execute and Administer Work Authorization | | | | | | | | | | | | | |
| | B) Progress Reports and Invoices | | | | | | | | | | | | | |
| | C) Record Keeping and File Management | | | | 4 | 4 | | | | | | | | |
| | D) Correspondence | | | | | | | | | | | | | |
| | E) Meetings (Hidalgo County, Utility Companies) | | | | 8 | 8 | | | | | | | | |
| | | | | | | | | | | | | | | |
| | TASK 145 SUBTOTAL | 0 | 0 | 0 | 12 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | | | | | | |
| TASK 160 | | | | | | | | | | | | | | |
| | TASK 160.1 - DESIGN CRITERIA COORDINATION | | | | | | | | | | | | | |
| | PS&E | | | | 8 | 12 | | 16 | | | | | | |
| | | | | | | | | | | | | | | |
| | TASK 160.1 SUBTOTAL | 0 | 0 | 0 | 8 | 12 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | | | | | | |
| | TASK 160.2 - PLAN AND PREPARATION | | | | | | | | | | | | | |
| | Create Existing Contours | | | | 24 | 24 | | 24 | | | | | | |
| | Create Preliminary Design | | | | 20 | 20 | | 24 | | | | | | |
| | Create Proposed Cross Sections | | | | 12 | 20 | | 18 | | | | | | |
| | Create Existing and Proposed Typical Sections | | | | 18 | 18 | | 28 | | 14 | | | | |
| | Prepare Utilities Sheets | | | | 9 | 20 | | 32 | | 15 | | | | |
| | Prepare E&Q Tables | | | | 9 | 20 | | 18 | | | | | | |
| | Prepare Details and Standard Sheets | | | | 7 | 22 | | 18 | | | | | | |
| | WA/QC | | | | 5 | 24 | | 16 | | 15 | 14 | | | |
| | Prepare Specification Book | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | TASK 160.2 - SUBTOTAL | 0 | 0 | 0 | 104 | 168.00 | 0 | 178 | 0 | 44 | 14 | 0 | 0 | 0 |
| | | | | | | | | | | | | | | |
| | TASK 160.3 - TOPOGRAPHIC SURVEY | | | | | | | | | | | | | |
| | Control Points | | | | | | | | | | | | | |
| | Basis Topographic Survey | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | TASK 160.2 - SUBTOTAL | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | TASK 160 SUBTOTAL | 0 | 0 | 0 | 112 | 180.00 | 0 | 194 | 0 | 44 | 14 | 0 | 0 | 0 |
| | | | | | | | | | | | | | | |
| | TOTAL HOURS (DOS Logistics) | 0 | 0 | 0 | 124 | 192.00 | 0 | 194 | 0 | 44 | 14 | 0 | 0 | 0 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | Contracted Rates | $ 249.00 | $ 220.00 | $ 200.00 | $ 170.00 | $ 149.00 | $ 79.00 | $ 86.00 | $ 80.00 | $ 65.00 | $ 58.00 | $ 76.00 | $ 71.00 | $ 124.00 |
| | Total Labor Cost | | | | $21,080.00 | $28,608.00 | | $16,684.00 | $0.00 | $2,860.00 | $812.00 | $0 | | $0 |
| | | | | | | | | | | | | | | |
| | Total | | $70,044.00 | | | | | | | | | | | |
| | Engineering (7.00%) | | $70,044.00 | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

GEOTECH NOT INCLUDED

Note: Dos Logistics Inc. will only charge to Hidalgo County Precinct #4 the Total amount for Engineering Services for $ 70,000.00

**Brush Line Road Improvements**
**Phase I**

| Engineering Schedule Summary | Duration Days | 2016 |
|---|---|---|
| | | June / July / August / September |
| Survey and Topographic Work | 21 | |
| Utility Coordination | 30 | |
| Preliminary Engineering | 14 | |
| Executive Design Plans | 21 | |
| QA/QC | 14 | |



DOS LOGISTICS INC

6/8/2016

**EXHIBIT "D"**
**COST PROPOSAL**

| **Brushline RD Paving Improvements Phase I** | | |
|---|---|---|
| Construction Cost | | $1,000,000.00 |
| Basic Engineering Service | 7.0% | $70,000.00 |
| Field Design Survey Services | 2.0% | $20,000.00 |
| | | **$90,000.00** |

# EXHIBIT D-1

ESTIMATED MAN-HOUR BREAKDOWN

MILE 5 PROJECT
from Taylor Road to FM 2220 (Ware Road)

| | | MANHOURS | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Senior Project Manager | Senior Engineer | Senior Environmental Scientist /Specialist | Project Engineer | Senior Engineer Tech | CADD Operator / GIS Analyst | Admin / Clerical | TOTAL HOURS | Sub-Contract Amounts / ROW COST | TOTAL LINE ITEM COST |
| | **CONTRACT RATE** | 211.40 | 175.16 | 147.98 | 129.86 | 96.64 | 66.44 | 60.40 | | | |
| | ***WORK AUTHORIZATION NO. 1*** | | | | | | | | | | |
| | ***PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, HYDROLOGIC DESIGN*** | | | | | | | | | | |
| 1 | Environmental Document with TxDOT | 70 | | 250 | 250 | | 116.0 | 98.593 | 784.593 | | $ 97,920.06 |
| 2 | Public Involvement with stakeholders and 1 Public Meeting | 60 | | 194 | 80 | | 70.0 | 19.343 | 423.343 | | $ 57,600.04 |
| 3 | Archeological and Historical Research (See Page 2 & 2 for Sub Cost) | | | 100 | 20 | | 24.7 | | 144.701 | $ 5,964.00 | $ 19,036.33 |
| 4 | Engineering Technical Support at Public Meetings with Layouts, etc. | 40 | | 60 | 86 | | 60.2 | 20.655 | 266.855 | | $ 33,750.01 |
| 5 | Schematic for Roadway | 100 | 100 | | 200 | 146.000 | 85.0 | 20.120 | 651.120 | | $ 85,600.09 |
| 6 | Hydrological Map for 1 Ditch & Irrigation Structure | 40 | 60 | | 205 | 261.250 | 180.0 | 19.980 | 766.230 | | $ 84,000.09 |
| 7 | Schematic Design for 3-8x8 Siphon with 48" Steel Pipe Bypass for Irrig Dist. #1 | 40 | 70 | | 230 | 261.250 | 195.0 | 20.067 | 816.317 | | $ 90,000.05 |
| 8 | Office Surveys for Schematic | 30 | 26 | | 100 | 107.312 | 100.0 | 18.265 | 381.577 | | $ 42,000.00 |
| 9 | Preliminary Compensable Utility Identification on Schematic | 38 | 26 | | 120 | 165.312 | 140.0 | 9.141 | 498.453 | | $ 54,000.03 |
| 10 | Update Schematic based on comments as provided by TxDOT/FHWA | 9 | 5 | | 70 | 101.000 | 116.0 | 10.989 | 311.989 | | $ 30,000.02 |
| 11 | Engineering Technical Support at Public Hearing with Layouts, etc. | 38 | 35 | 58 | 64 | | 52.0 | 24.627 | 271.627 | | $ 36,000.03 |
| 12 | Public Involvement for 1 Public Hearing | 56 | 14 | 75 | 50 | | 55.0 | 7.678 | 257.678 | | $ 36,000.09 |
| | | | | | | | | | | | |
| | ***SUB-TOTAL*** | **521** | **336** | **737** | **1475** | **1042.12** | **1193.90** | **269.46** | **5574.48** | **$ 5,964.00** | **$ 665,906.83** |

| | | |
|---|---|---|
| Sub-Total Manhours Fee with Subconsultant Fee: | $ | 671,870.83 |
| *** TOTAL PROJECT FEE:** | **$** | **671,870.00** |

* Rounded Figure

L&G Engineering
Transportation Consultants

June 14, 2016

Commissioner Joseph Palacios
Attn: Maria "LuLu" Lucio
Hidalgo County, Precinct No. 4
1102 N. Doolittle Rd.
Edinburg, Texas 78539

**RE: Work Authorization No. 5 – *"Concrete Walking Trail at San Carlos CRC & Sunflower Park"* Project In Hidalgo County Precinct No. Four (4)**

Dear Ms. Lucio:

**L&G Engineering (L&G)**, is providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 5
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B)
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

**L&G Engineering** appreciates the opportunity to submit Work Authorization No. 5 and look forward to working with **Hidalgo County Pct. 4.** If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,
L&G ENGINEERING

Ricardo A. Gil
General Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # C-15-301-09-15
## Work Authorization Form

# WORK AUTHORIZATION NO. 5

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING** professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for the *"Concrete Walking Trail at San Carlos CRC & Sunflower Park"* Project in Hidalgo County Precinct No. Four (4)**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **$11,351.46**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 5 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. #5.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY:_____

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2016.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

| | |
|---|---|
| ATTACHMENT "A" - | Service to be Provided by the Owner |
| ATTACHMENT "B" - | Services to be Provided by the Engineer |
| ATTACHMENT "C" - | Work Schedule |
| ATTACHMENT "D" - | Cost Proposal |

**ATTACHMENT "A"**

## Scope of Services (Owner)

***PROJECT:*** ***"Concrete Walking Trail at San Carlos CRC & Sunflower Park"*** **Project in Hidalgo County Precinct No. Four (4)**

***SERVICES TO BE PROVIDED BY OWNER***

The County of Hidalgo will provide **L&G Engineering** with **Construction Documents, Plans and Specifications** for the ***"Concrete Walking Trail at San Carlos CRC & Sunflower Park"*** **Project in Hidalgo County Precinct No. Four (4)**

**ATTACHMENT "B"**

# Scope of Services (Engineer)

***PROJECT:*** ***"Concrete Walking Trail at San Carlos CRC & Sunflower Park"*** **Project In Hidalgo County Precinct No. Four (4)**

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

***Construction Materials Testing Services***

L&G Engineering will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the ***"Concrete Walking Trail at San Carlos CRC & Sunflower Park"*** **Project in Hidalgo County Precinct No. Four (4)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and acceptance testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications. The following will not be inclusive of the Scope of Services unless it is otherwise requested:
    - Design Submittal Review
    - Trial Batch to Verify Concrete Design prior to placement
    - Concrete Batch Plant Inspection
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their material properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

**Engineering Services**

L&G Engineering will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

**Scheduling of Services**

L & G Engineering is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

**ATTACHMENT "C"**
## Work Schedule

***PROJECT:*** ***"Concrete Walking Trail at San Carlos CRC & Sunflower Park"*** **Project In Hidalgo County Precinct No. Four (4)**

*Work Schedule*

**L&G Engineering** will provide **Hidalgo County Pct. # 4** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-15-301-09-15.**

**ATTACHMENT "D"**

# Cost Proposal

***PROJECT:*** ***"Concrete Walking Trail at San Carlos CRC & Sunflower Park"*** **Project In Hidalgo County Precinct No. Four (4)**

**See Attached**

**Attachment "D"**
**L&G Engineering**
**Concrete Walking Trail at San Carlos CRC & Sunflower Park**
**Prepared for Hidalgo County Precinct No. 4**

| | | | | | |
|---|---|---|---|---|---|
| ***In-Situ Soils/Select Fill Testing-Laboratory*** | | | | | |
| Standard Proctor | 3 | Ea. | $211.99 | $635.97 | *In Situ Subgrade* |
| Atterberg Limits of Soils | 3 | Ea. | $82.05 | $246.15 | *Moisture-Density Testing on* |
| Material Finer #200 | 3 | Ea. | $68.46 | $205.38 | *the following:* |
| Test Report | 3 | Ea. | $24.30 | $72.90 | |
| Technician (Soils) | 9 | Hr. | $52.88 | $475.92 | *Walking Trail Subgrade* |
| Mileage (Trip Charge) | 120 | Mi. | $0.55 | $66.00 | *Walking Trail Select Fill* |
| | | | Subtotal: | $1,702.32 | |
| ***In-Situ Soils / Select Fill Testing-Field*** | | | | | |
| Field Density Test | 30 | Ea. | $24.63 | $738.90 | *Testing on the Following:* |
| Test Report | 10 | Ea. | $24.30 | $243.00 | *10 trips to perform testing* |
| Technician (Soils) | 20 | Hr. | $52.88 | $1,057.60 | *Walking Trail Subgrade* |
| Mileage (Trip Charge) | 300 | Mi. | $0.55 | $165.00 | *Walking Trail Select Fill* |
| | | | Subtotal: | $2,204.50 | |
| ***Concrete Placement - Foundations and Drilled Piers*** | | | | | |
| Air Content(Pressure Method) | 10 | Ea. | $24.58 | $245.80 | *10 site visits* |
| Test Report | 10 | Ea. | $24.30 | $243.00 | *for placement* |
| Technician (Concrete) | 20 | Hr. | $52.88 | $1,057.60 | *testing* |
| Mileage (Trip Charge) | 300 | Mi. | $0.55 | $165.00 | |
| | | | Subtotal: | $1,711.40 | |
| Cyl. Spec. Prep, Hold, Cure | 40 | Ea. | $12.36 | $494.40 | *Quantities based on* |
| Comp. Str. Of Cyl. Specimen | 40 | Ea. | $16.40 | $656.00 | *sample pickup and* |
| Test Reports (7 and 28 day) | 20 | Ea. | $24.30 | $486.00 | *deliver to* |
| Technician (Concrete) | 20 | Hr. | $52.88 | $1,057.60 | *laboratory for* |
| Mileage (Trip Charge) | 300 | Mi. | $0.55 | $165.00 | *Compression Testing* |
| | | | Subtotal: | $2,859.00 | |

| | | | |
|---|---|---|---|
| Estimated Field and Laboratory Test Fees | | | $8,477.22 |
| Laboratory Manager (Report Review)(Hr.) | 12 | $105.76 | $1,269.12 |
| Project Engineer (Report Review)(Hr.) | 12 | $133.76 | $1,605.12 |
| Estimated Materials Testing Total | | | $11,351.46 |

AI-55098

Purchasing Department 12. C.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Comm. Cuellar, COMM. PCT. #1

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

Department: COMM. PCT. #1

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Information

CAPTION

Approve request for Payment-Application No. 4 in the amount of $38,394.49 as submitted by Texas Cordia Construction, LLC - Contract# C-16-027-02-03 - PO# 739697 for the provision of Road Construction Services for the Mile 4W (10N - 12N).

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1347-431-00-121-206-0-721

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

BUDGETARY IMPACT:

PO# 739697

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Attachments

App#4 Texas Cordia - Mile 4W

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/16/2016 10:09 AM |
| Budget & Management | Veronica Ortiz | 06/16/2016 10:15 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Katia Garcia Started On: 06/15/2016 04:38 PM

Final Approval Date: 06/16/2016

# APPLICATION FOR PAYMENT NO. 4

To: Hidalgo County (OWNER)
From: Texas Cordia Construction, LLC (CONTRACTOR)
Contract: C-16-027-02-03
Project: Hidalgo County Pct. 1 - Paving & Drainage Improvements to: Mile 4W (10N-12N)
Owner's Contract No. C-16-027-02-03 Engineer's Project No. _____
For Work accomplished through the date of: May 27, 2016

| | | | |
|---|---|---|---|
| 1. Original Contract Price: | | | $628,528.50 |
| 2. Net change by Change Order and Written Agreements(+or-): | | | $16,390.88 ✓ |
| 3. Current Contract Price (1 plus 2): | | | $644,919.38 ✓ |
| 4. Total completed and stored to date: | | | $489,198.38 ✓ |
| 5. Retainage (per Agreement): | | | |
| 5% | of completed Work: | $ 24,459.92 | |
| 5% | of stored material | $ - | |
| | Total Retainage: | | $24,459.92 ✓ |
| 6. Total completed and stored to date less retainage (4 minus 5) | | | $464,738.46 ✓ |
| 7. Less previous Application for Payments: | | | $426,343.97 ✓ |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7) | | | $38,394.49 |

Accompanying Documentation:

ESTIMATE QUANTITY WORKSHEET
SCHEDULE OF VALUES
LIST OF SUPPLIERS AND SUB CONTRACTORS
TxDOT Form 252 Contract Time Statement
PAYROLL

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 4 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: 5/27/16

Texas Cordia Construction, LLC
CONTRACTOR

Yara M. Corbitt, P.E., President

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 27th day of May, 2016

Notary Public

My Commission expires: 12/3/17

ISABEL G. MARTINEZ
My Notary ID # 128118614
Expires December 3, 2017

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.
Date: _____

SAM Engineering & Surveying, Inc.
ENGINEER

By:

INVOICE RECEIVED BY
Katie Garza 6/13/16
GOODS/SERVICES RECEIVED BY:
_____ on 5/27/16

Pct. 1
C.I.P.
6-1347-431-00-121-206-0-721
PO# 739697

Texas Cordia Construction, LLC Contractor Name
03/09/2016 Starting Date
08/03/2016 Project Ending Date
5% Retainage Percent

Application No: 4
Application Date: 03/27/2016
Period To: 03/27/2016
Engineer Firm: SAM Engineering & Surveying, Inc.

Summary

| Contract No. | Project Name | Original Schedule Value | Change Order #1 | Revised Schedule Value | Application #1 | Retainage for App #1 | Payment for Application #1 | Material on Hand (MOH) | Retainage for MOH | Payment for MOH | Payment for Application #1 Plus MOH | Application #2 | Retainage for App #2 | Payment for Application # 2 | Application #3 | Retainage for App #3 | Payment for Application # 3 | Application #4 | Retainage for App #4 | Payment for Application # 4 | Total Complete to Date | Retainage to Date | Total Complete Less Retainage | Previous Payment | Balance to Finish |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| C-16-027-02-03 | Hidalgo County Precinct No. 1 - Paving & Drainage Improvements to: Mile 4W (10N-12N) | $628,528.50 | $16,390.88 | $644,919.38 | $104,861.25 | $5,243.06 | $99,618.19 | $10,413.60 | $520.68 | $9,892.83 | $109,511.01 | $90,922.75 | $4,546.14 | $86,378.61 | $242,585.63 | $12,129.28 | $230,456.34 | $40,415.25 | $2,020.78 | $38,394.49 | $489,193.33 | $24,459.92 | $464,736.48 | $428,343.97 | $155,721.00 |

| | | | |
|---|---|---|---|
| Texas Cordia Construction, LLC | Contractor Name | Application No.: | 4 |
| 3/9/2016 | Starting Date | Application Date: | 5/27/2016 |
| 8/5/2016 | Project Ending Date | Period To: | 5/27/2016 |
| Paving & Drainage Improv. to: Mile 4W (10N-12N) | Engineer's / County Project Description | Engineer's / County Project No.: | ENG 15.041 |

| No. | Description | Unit | Original Schedule Value | | | Revised Schedule Value | | | RFP 1 | | | RFP 2 | | | RFP 3 | | | RFP 4 | | | Total to Date | Balance To Finish | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Rates | Quan | Dollars | Rates | Quan | Dollars | RFP 1 Quan | QTY to Date | Item Cost (Monthly) | RFP 2 Quan | QTY to Date | Item Cost (Monthly) | RFP 3 Quan | QTY to Date | Item Cost (Monthly) | RFP 4 Quan | QTY to Date | Item Cost (Monthly) | | Quan | Dollars |
| 1 | TRAFFIC CONTROL COMPLETE AND IN PLACE | MO | $ 4,950.00 | 5 | $ 24,750.00 | | | $ - | 1.00 | 1.00 | $ 4,950.00 | | 1.00 | $ - | 1.00 | 2.00 | $ 4,950.00 | 1.00 | 3.00 | $ 4,950.00 | $ 14,850.00 | 2.00 | $ 9,900.00 |
| 2 | 18" RCP, CL III - DRIVEWAY COMPLETE AND IN PLACE | LF | $ 30.00 | 1,428 | $ 42,840.00 | | | $ - | 838.00 | 838.00 | $ 25,140.00 | 570.00 | 1,408.00 | $ 17,100.00 | 20.00 | 1,428.00 | $ 600.00 | | 1,428.00 | $ - | $ 42,840.00 | - | $ - |
| 3 | 18" RCP, CL III - TURNOUT COMPLETE AND IN PLACE | LF | $ 30.00 | 312 | $ 9,360.00 | | | $ - | | 0.00 | $ - | | 0.00 | $ - | 312.00 | 312.00 | $ 9,360.00 | | 312.00 | $ - | $ 9,360.00 | - | $ - |
| 4 | DRIVEWAY REPAIR - ASPHALT COMPLETE AND IN PLACE | SY | $ 17.00 | 1,308 | $ 22,236.00 | | | $ - | | 0.00 | $ - | | 0.00 | $ - | 810.00 | 810.00 | $ 13,770.00 | 498.00 | 1,308.00 | $ 8,466.00 | $ 22,236.00 | - | $ - |
| 5 | DRIVEWAY REPAIR - CONCRETE COMPLETE AND IN PLACE | SY | $ 26.00 | 382 | $ 9,932.00 | | | $ - | | 0.00 | $ - | | 0.00 | $ - | 382.00 | 382.00 | $ 9,932.00 | | 382.00 | $ - | $ 9,932.00 | - | $ - |
| 6 | 2" HMAC, TYPE D COMPLETE AND IN PLACE | SY | $ 11.00 | 23,577 | $ 259,347.00 | | | $ - | | 0.00 | $ - | | 0.00 | $ - | 11,788.00 | 11,788.00 | $ 129,668.00 | | 11,788.00 | $ - | $ 129,668.00 | 11,789.00 | $ 129,679.00 |
| 7 | PRIME COAT ASPHALT MATERIAL (MC-30) COMPLETE AND IN PLACE | GAL | $ 4.00 | 4,716 | $ 18,864.00 | | | $ - | | 0.00 | $ - | | 0.00 | $ - | 2,358.00 | 2,358.00 | $ 9,432.00 | | 2,358.00 | $ - | $ 9,432.00 | 2,358.00 | $ 9,432.00 |
| 8 | 4" NEW FLEX BASE (CALICHE) COMPLETE AND IN PLACE | SY | $ 3.75 | 28,289 | $ 106,083.75 | | | $ - | | 0.00 | $ - | 12,833.00 | 12,833.00 | $ 48,123.75 | 12,627.10 | 25,460.10 | $ 47,351.63 | 2828.90 | 28,289.00 | $ 10,608.38 | $ 106,083.75 | (0.00) | $ - |
| 9 | SCARIFY & REWORK EXIST ROADWAY (4 IN) COMPLETE AND IN PLACE | SY | $ 1.75 | 28,289 | $ 49,505.75 | | | $ - | 11675.00 | 11675.00 | $ 20,431.25 | 10,390.00 | 22,065.00 | $ 18,182.50 | 6,224.00 | 28,289.00 | $ 10,892.00 | | 28,289.00 | $ - | $ 49,505.75 | - | $ - |
| 10 | 3% LIME (BASE STABILIZATION) COMPLETE AND IN PLACE | TONS | $ 170.00 | 99 | $ 16,830.00 | | | $ - | 30.00 | 30.00 | $ 5,100.00 | 30.00 | 60.00 | $ 5,100.00 | 39.00 | 99.00 | $ 6,630.00 | | 99.00 | $ - | $ 16,830.00 | - | $ - |
| 11 | CONSTRUCTION STAKING | LS | $ 3,000.00 | 1 | $ 3,000.00 | | | $ - | 1.00 | 1.00 | $ 3,000.00 | | 1.00 | $ - | | 1.00 | $ - | | 1.00 | $ - | $ 3,000.00 | - | $ - |
| 12 | ROADWAY STRIPING | LS | $ 4,950.00 | 1 | $ 4,950.00 | | | $ - | | 0.00 | $ - | | 0.00 | $ - | | 0.00 | $ - | | 0.00 | $ - | $ - | 1.00 | $ 4,950.00 |
| 13 | PREPARATION OF RIGHT-OF-WAY | STA | $ 200.00 | 106 | $ 21,200.00 | | | $ - | 106.00 | 106.00 | $ 21,200.00 | | 106.00 | $ - | | 106.00 | $ - | | 106.00 | $ - | $ 21,200.00 | - | $ - |
| 14 | MOBILIZATION | LS | $ 18,000.00 | 1 | $ 18,000.00 | | | $ - | 1.00 | 1.00 | $ 18,000.00 | | 1.00 | $ - | | 1.00 | $ - | | 1.00 | $ - | $ 18,000.00 | - | $ - |
| 15 | TEMP. SEDMT CONT FENCE INSTALL | LF | $ 4.00 | 1,760 | $ 7,040.00 | | | $ - | 1760.00 | 1760.00 | $ 7,040.00 | | 1,760.00 | $ - | | 1,760.00 | $ - | | 1,760.00 | $ - | $ 7,040.00 | - | $ - |
| 16 | TEMP. SEDMT CONT FENCE REMOVE | LF | $ 1.00 | 1,760 | $ 1,760.00 | | | $ - | | 0.00 | $ - | | 0.00 | $ - | | 0.00 | $ - | | 0.00 | $ - | $ - | 1,760.00 | $ 1,760.00 |
| 17 | RCP-SAFETY END TREATMENT | EA | $ 800.00 | 4 | $ 3,200.00 | | | $ - | | 0.00 | $ - | 4.00 | 4.00 | $ 3,200.00 | | 4.00 | $ - | | 4.00 | $ - | $ 3,200.00 | - | $ - |
| 18 | TYPE C INLETS COMPLETE AND IN PLACE | EA | $ 1,600.00 | 3 | $ 4,800.00 | | | $ - | | 0.00 | $ - | 3.00 | 3.00 | $ 4,800.00 | | 3.00 | $ - | | 3.00 | $ - | $ 4,800.00 | - | $ - |
| 19 | 18" RCP, CL III (SEE SHEET 17 A) COMPLETE AND IN PLACE | LF | $ 30.00 | 161 | $ 4,830.00 | | | $ - | | 0.00 | $ - | 161.00 | 161.00 | $ 4,830.00 | | 161.00 | $ - | | 161.00 | $ - | $ 4,830.00 | - | $ - |
| | SUBTOTAL COUNTY LINE ROAD DRAINAGE | | | | $ 628,528.50 | | | $ - | | | $ 104,881.25 | | | $ 101,336.25 | | | $ 242,585.63 | | | $ 24,024.38 | $ 472,807.50 | | $ 155,721.00 |
| CHANGE ORDER #1 | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Add - Install two asphlat driveways and 18" RCP (40 LF) complete and in place. | LF | | | | $30.00 | 40.00 | $ 1,200.00 | | 0.00 | $ - | | 0.00 | $ - | | 0.00 | $ - | 40.00 | 40.00 | $ 1,200.00 | $ 1,200.00 | - | $ - |
| 2 | Add - Scarify & Rework Exist Roadway, STA 11+00 to STA 17+00. | SY | | | | $1.75 | 1467.00 | $ 2,567.25 | | 0.00 | $ - | | 0.00 | $ - | | 0.00 | $ - | 1467.00 | 1,467.00 | $ 2,567.25 | $ 2,567.25 | - | $ - |
| 3 | Add - Scarify & Rework Exist Roadway, STA 11+00 to STA 17+00 (Rework). | SY | | | | $1.75 | 733.50 | $ 1,283.63 | | 0.00 | $ - | | 0.00 | $ - | | 0.00 | $ - | 733.50 | 733.50 | $ 1,283.63 | $ 1,283.63 | - | $ - |
| 4 | Add - 3% Lime Treatment, STAT 11+00 to 17+00, 22+50 to 28+50, 94+00 to 96+50 | TONS | | | | $170.00 | 46.00 | $ 7,820.00 | | 0.00 | $ - | | 0.00 | $ - | | 0.00 | $ - | 46.00 | 46.00 | $ 7,820.00 | $ 7,820.00 | - | $ - |
| 5 | Remove - 18" RCP (75 LF) from Intersection of Mile 4 and Mile 11. | LF | | | | $30.00 | -76.00 | $ (2,280.00) | | 0.00 | $ - | | 0.00 | $ - | | 0.00 | $ - | -76.00 | -76.00 | $ (2,280.00) | $ (2,280.00) | - | $ - |
| 6 | Add - Install two caliche driveways | LS | | | | $2,000.00 | 1.00 | $ 2,000.00 | | 0.00 | $ - | | 0.00 | $ - | | 0.00 | $ - | 1.00 | 1.00 | $ 2,000.00 | $ 2,000.00 | - | $ - |
| 7 | Add - Adjust elevations of three driveway between STA 38+50 to 41+50 | LS | | | | $3,800.00 | 1.00 | $ 3,800.00 | | 0.00 | $ - | | 0.00 | $ - | | 0.00 | $ - | 1.00 | 1.00 | $ 3,800.00 | $ 3,800.00 | - | $ - |
| | SUBTOTAL CHANGE ORDER #1 | | | | | | | $ 16,390.88 | | | $ - | | | $ - | | | $ - | | | $ 16,390.88 | $ 16,390.88 | | $ - |
| | TOTAL BASE AMOUNTS: | | | | $ 628,528.50 | | | $ 16,390.88 | | | $ 104,881.25 | | | $ 101,336.25 | | | $ 242,585.63 | | | $ 40,415.25 | $ 489,198.38 | | $ 155,721.00 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT | $ | 628,528.50 |
| CHANGE TO DATE | $ | 16,390.88 |
| CURRENT CONTRACT VALUE | $ | 644,919.38 |

| | | |
|---|---|---|
| TOTAL TO DATE | $ | 489,198.38 |
| TOTAL MOH | $ | - |
| TOTAL AMOUNT EARNED TO DATED | $ | 489,198.38 |
| LESS RETAINAGE | $ | 24,459.92 |
| NET AMOUNT EARNED TO DATE | $ | 464,738.46 |
| PREVIOUS PAYMENTS | $ | 426,343.97 |
| NET AMOUNT EARNED THIS PERIOD | $ | 38,394.49 |

**SAM** Engineering and **S**urveying

SAMES
SAM ENGINEERING & SURVEYING INC.

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1607, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

June 2, 2016

A.C. Cuellar
Precinct No. 1
Hidalgo County Commissioner
1902 Joe Stephens Ave, #303
Weslaco, Texas 78596

Re: Letter of Recommendation for Application for Payment No. 4
Contract No. C-16-027-02-03 – Paving & Drainage Improvements Project: Mile 4W (10N-12N)

Commissioner Cuellar,

As requested by Texas Cordia Construction, please find attached the approved Application for Payment No. 4 for work completed on the above mentioned project. This invoice reflects work completed up to May 27, 2016. We have visited the project site and verified the quantities and the amount invoiced and found everything to be correct. Please accept our recommendation that this invoice in the amount of $38,394.49 be paid as requested.

We are available to answer any questions regarding this matter.

Respectfully Submitted,

Jessica M. Maldonado, P.E.
Project Manager

AI-55076

Purchasing Department 12. D.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Comm. Cuellar, COMM. PCT. #1

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

Department: COMM. PCT. #1

---

Information

CAPTION

Approval of payment request of Invoice #4 as submitted by project engineer, SAMES Engineering in the amount of $3,665.84 for Work Authorization No. 1 for the Mile 4 (mile 10 - Mile 12) road project through PO# 737687 for the month of June 2016.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1347-431-00-121-206-0-721

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

BUDGETARY IMPACT:

PO# 737687

---

Attachments

INV#4 SAMES - MILE 12N

---

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/16/2016 10:02 AM |
| Budget & Management | Veronica Ortiz | 06/16/2016 10:14 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Katia Garcia Started On: 06/15/2016 03:17 PM

Final Approval Date: 06/16/2016

**HIDALGO COUNTY PRECINCT NO. 1**

**PROFESSIONAL SERVICES - ENGINEERS / ARCHITECTS**

REQUEST FOR PAYMENT NO: 4 **(June 2016)**

CITY/PRECINCT: **Hidalgo County Precinct No. 1**
PROJECT NAME: **HIDALGO COUNTY ROADWAY RECONSTRUCTION PROJECT MILE 12 N (2220 LF WEST FROM MILE 2)**
ENG./ARCH. FIRM: **SAMES, Inc.**
ADDRESS: **200 S. 10th Street, Suite 1607**
CITY/STATE: **McAllen, Texas** ZIP: **78501**

Contract Amt. $ **25,108.50**

ACCOUNT #: 6/ **5-1347-431-00-121-204-0-721**

| SCOPE OF SERVICES | ESTIMATED AMOUNT | % COMPLETED TO DATE | TOTAL DUE | LESS PREVIOUS PAYMENTS | AMOUNT DUE THIS REQUEST |
|---|---|---|---|---|---|
| Preliminary Phase 30% | 7,532.55 | 100% | 7,532.55 | 7,532.55 | 0.00 |
| Design Phase 50% | 12,554.25 | 100% | 12,554.25 | 12,554.25 | 0.00 |
| Construction Phase 20% | 5,021.70 | 90% | 4,519.53 | 853.69 | 3,665.84 |
| Additional Services | | | | | |
| Reimbursable Expenses* | | | | | |
| **TOTAL** | **$ 25,108.50** | **98%** | **$24,606.33** | **20,940.49** | **$3,665.84** |

* - Please attach supporting documents to this request.

I certify that the above is true and correct to the best of my knowledge.

Jessica M 6/10/16
SAM ENGINEERING AND SURVEYING, INC. DATE

PRECINCT DATE

INVOICE RECEIVED BY
Patricia Garcia 6/13/16
GOODS/SERVICES RECEIVED BY:
_____ on June 2016

Pct. 1 to
C.I.P.
6-1347-431-00-121-204-0-721
PO# 737688

Engineering Firm: SAMES, INC.
HIDALGO COUNTY ROADWAY RECONSTRUCTION PROJECT

Work Authorization No. 1
Schedule of Values

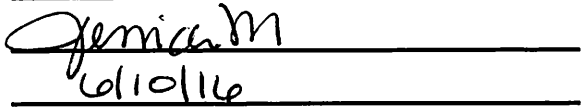
MILE 12 NORTH (2220 LF WEST FROM MILE 2)
Acct. No.: 5-1347-431-00-121-204-0-721

| TWDB ID | Project Name | Engineering Fee | Preliminary Design Phase (%) | Preliminary Design Phase 30% | Final Design Phase (%) | Final Design Phase 50% | Construction Phase (%) | Construction Phase 20% | Total This Invoice | Previous Payment | Current Amount Earned | % Completed | Engineering Fee Available Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | MILE 12 | $ 25,108.50 | 100% | $ 7,532.55 | 100% | $ 12,554.25 | 90% | $ 5,021.70 | $ 24,606.33 | $ 20,940.49 | $ 3,665.84 | 98% | $ 502.17 |
| | | | | | | | | | | | | | |
| | Totals | $ 25,108.50 | | $ 7,532.55 | | $ 12,554.25 | | $ 5,021.70 | $ 24,606.33 | $ 20,940.49 | $ 3,665.84 | | $ 502.17 |
| | | | | | | | | | | | | | |

PROJECT COMPLETION:
Anticipated Completion Date _____

EXTENSION:
Date Extension was approved Court N/A

PROJECT ENGINEER
Name (Print) SAMES, INC (Samuel D. Maldonado, P.E., RPLS)

Signature 

Date 6/10/16

PCT. 1 COMMISSIONER AC Cuellar

Signature _____

Date _____

SAM Engineering and Surveying

SAMES
SAM ENGINEERING & SURVEYING

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1607, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

June 10, 2016

A.C. Cuellar
Precinct No. 1
Hidalgo County Commissioner
1902 Joe Stephens Ave, #303
Weslaco, Texas 78596

Re; Invoice #4 (June) for Preliminary Design Services in relation to the Mile 12 N (2220 LF west from Mile 2) Roadway Reconstruction Project;

Commissioner Cuellar,

Please find enclosed the June invoice for work done on behalf of Hidalgo County Roadway Reconstruction Project, related to the above mention projects.

To date, we have;

- Completed 100% of Preliminary Design Phase;
- Completed 100% of Project procurement phase; and
- Completed 100% of Bidding Process & Contractor Award;
- Construction is 100% complete.

Attached is our invoice, in the amount of **$3,665.84** (90% of construction phase services) along with our supporting documentation. Remaining 10% of engineer fee will be invoiced with final submission of construction as-built record drawings.

Please call me at (956) 207-7130 if you have any questions or would like to discuss this submittal.

Thank you,

Samuel Maldonado, P.E., RPLS
Principal

AI-55075

Purchasing Department 12. E.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Comm. Cuellar, COMM. PCT. #1

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

Department: COMM. PCT. #1

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Information

CAPTION

Approval of request for payment of Invoice# 6 as submitted by project engineer, SAMES Engineering in the amount of $1,198.32 for Work Authorization No. 1 for the Mile 4 (Mile 10 - Mile 12) road project through PO# 737687 for the month of May 2016.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1347-431-00-121-206-0-721

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

BUDGETARY IMPACT:

PO# 737687

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Attachments

INV# 6 SAMES - MILE 4

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/16/2016 10:01 AM |
| Budget & Management | Veronica Ortiz | 06/16/2016 10:13 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Katia Garcia Started On: 06/15/2016 03:08 PM

Final Approval Date: 06/16/2016

**HIDALGO COUNTY PRECINCT NO. 1**

**PROFESSIONAL SERVICES - ENGINEERS / ARCHITECTS**

REQUEST FOR PAYMENT NO: 6 **(June 2, 2016)**

CITY/PRECINCT: **Hidalgo County Precinct No. 1**
PROJECT NAME: **HIDALGO COUNTY ROADWAY RECONSTRUCTION PROJECT MILE 4 (MILE 10 TO 12)**
ENG./ARCH. FIRM: **SAMES, Inc.**
ADDRESS: **200 S. 10th Street, Suite 1607**
CITY/STATE: **McAllen, Texas** ZIP: **78501**

Contract Amt. $ **119,832.25**

ACCOUNT #: 6 **-1347-431-00-121-206-0-721**

| SCOPE OF SERVICES | ESTIMATED AMOUNT | % COMPLETED TO DATE | TOTAL DUE | LESS PREVIOUS PAYMENTS | AMOUNT DUE THIS REQUEST |
|---|---|---|---|---|---|
| Preliminary Phase 30% | 35,949.68 | 100% | 35,949.68 | 35,949.68 | 0.00 |
| Design Phase 50% | 59,916.12 | 100% | 59,916.12 | 59,916.12 | 0.00 |
| Construction Phase 20% | 23,966.45 | 76% | 18,214.50 | 17,016.18 | $1,198.32 |
| Additional Services | | | | | |
| Reimbursable Expenses* | | | | | |
| **TOTAL** | **$ 119,832.25** | **95%** | **$114,080.3** | **112,881.98** | **$1,198.32** |

* - Please attach supporting documents to this request.

I certify that the above is true and correct to the best of my knowledge.

SAMES, Inc. 6/13/16 DATE

PRECINCT DATE

INVOICE RECEIVED BY
on 6/13/16
GOODS/SERVICES RECEIVED BY:
on may 2016

Pct. 1
C.I.P.
6 -1347-431-00-121-206-0-721
PO# 737687

Engineering Firm: SAMES, INC.
HIDALGO COUNTY ROADWAY RECONSTRUCTION PROJECT
MILE 4 (MILE 10 TO 12)

Work Authorization No. 1
Schedule of Values

Acct. No.: 5-1347-431-00-121-206-0-721

| TWDB ID | Project Name | Engineering Fee | Preliminary Design Phase (%) | Preliminary Design Phase 30% | Final Design Phase (%) | Final Design Phase 50% | Construction Phase (%) | Construction Phase 20% | Total This Invoice | Previous Payment | Current Amount Earned | % Completed | Engineering Fee Available Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | MILE 4 | $ 119,832.25 | 100% | $ 35,949.68 | 100% | $ 59,916.13 | 76% | $ 23,966.45 | $ 114,080.30 | $ 112,881.98 | $ 1,198.32 | 95% | $ 5,751.95 |
| | | | | | | | | | | | | | |
| | Totals | $ 119,832.25 | | $ 35,949.68 | | $ 59,916.13 | | $ 23,966.45 | $ 114,080.30 | $ 112,881.98 | **$ 1,198.32** | | $ 5,751.95 |
| | | | | | | | | | | | | | |

PROJECT COMPLETION:
Anticipated Completion Date _____

EXTENSION:
Date Extension was approved Court N/A

PROJECT ENGINEER
Name (Print) SAMES, INC (Samuel D. Maldonado, P.E., RPLS)

Signature _____

Date 6/13/16

PCT. 1 COMMISSIONER AC Cuellar

Signature _____

Date _____

**SAM** Engineering and **S**urveying

SAMES
SAM ENGINEERING & SURVEYING

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1607, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

June 2, 2016

A.C. Cuellar
Precinct No. 1
Hidalgo County Commissioner
1902 Joe Stephens Ave, #303
Weslaco, Texas 78596

Re; Invoice #6 for Design Services in relation to the Mile 4(Mile 10 to 12) Roadway Reconstruction Project;

Commissioner Cuellar,

Please find enclosed the invoice for work done to date on behalf of Hidalgo County Roadway Reconstruction Project, related to the above mention projects.

To date, we have;

- Completed 100% of Preliminary Design Phase;
- Completed 100% of Project procurement phase; and
- Completed 100% of Contractor Award and a Pre-Construction Meeting held on March 9th at 10 am.
- Project is currently under construction, with a 76% completion to date.

Attached is our invoice, in the amount of **$1,198.32** along with our supporting documentation.

Please call me at (956) 207-7130 if you have any questions or would like to discuss this submittal.

Thank you,

Samuel Maldonado, P.E., RPLS
Principal

S:\SAMESINC\ENG\ENG 2015\Eng 15.041_HC Mile 4 Roadway Reconstruction\Invoice\7. June 2, 2016\Mile 4W\June 2 LOT_mile 4.doc

AI-55067

Purchasing Department 12. F.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

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Information

CAPTION

Approval of payment of Invoice #S16-009 in the amount $16,000.00 submitted by South Texas Infrastructure Group, in connection with engineering services provided under Contract C-15-402-01-19(WA#1),for Pct 2 Las Milpas Road project.

BACKGROUND

---

Fiscal Impact

| | | | |
|---|---|---|---|
| FISCAL YEAR: | 2016 | ACCT. #: | 6-1345-431-00-122-125-0-721/841 |
| FUNDS AVAILABLE Y/N?: | Y | MATCHING FUNDS Y/N?: | N |

BUDGETARY IMPACT:

Funding available through PO#738705. 721-> $8,320.00 841-> $7,680.00

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Attachments

Invoice#S16-009

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/16/2016 10:01 AM |
| Budget & Management | Veronica Ortiz | 06/16/2016 10:12 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Carlos Jasso Started On: 06/15/2016 08:26 AM

Final Approval Date: 06/16/2016

SOUTH TEXAS INFRASTRUCTURE GROUP

*900 S. Steward Road, Suite 13*
*Mission, Texas 78572*
*Office#: (956) 424-3335*
*Fax#: (956) 424-3132*

*TBPE Reg. # F-15000*

# INVOICE: S16-009

**BILL TO:**
Hidalgo County Precinct #2
Commissioner Eddie Cantu
Attn: Erica Zamora
300 W. Hall Acres, Suite G
Pharr, Texas 78577
(956) 787-1891

YOUR ORDER NO.:

Sales Tax Rate: 0.00%

**INVOICE DATE:** **April 22, 2016**

OUR ORDER NO.:
TERMS: Net 10 days

SALES REP.: JULIO CERDA, P.E.
(956) 451-2670
PREPAID or COLLECT: COLLECTION

| DATE | QTY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| 02/17/16 | 1.00 | Contract No. C-15-402-01-19 Professional Engineering Services: Las Milpas Road | $16,000.00 | 16,000.00 |
| | | Purchase Order No. 738705 | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | PO # 738705 | | - |
| | | 6-1345-431-00-122-125-0-721 | | - |
| | | Req # 292448 | | - |
| | | #8,320.00 | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | INVOICE RECEIVED BY: | | - |
| | | Erica Zamora ON 4-22-16 | | - |
| | | GOODS/SERVICES RECEIVED BY: | | - |
| | | Armando Pompa ON 4-22-16 | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | PO # 738705 | | - |
| | | 6-1345-431-00-122-125-0-84 | | - |
| | | Req # 292448 | | - |
| | | #7,680.00 | | - |
| | | | | - |

**Please pay invoice upon receipt.**

| | | |
|---|---|---|
| **SUBTOTAL** | $ | 16,000.00 |
| **TAX** | $ | - |
| **PAY THIS AMOUNT** | **$** | **16,000.00** |

**DIRECT ALL INQUIRIES TO:**
JULIO CERDA, P.E.
(956) 451-2670
email: julio@southtexasig.com

**MAKE ALL CHECKS PAYABLE TO:**
**South Texas Infrastructure Group, L.L.C.**
Attn: JULIO CERDA, P.E.
900 S. Stewart Rd., Suite #13
Mission, TX 78572

*THANK YOU FOR YOUR BUSINESS!*

PO # _____

_____

Req # _____

INVOICE RECEIVED BY:

_____ ON _____

GOODS/SERVICES RECEIVED BY:

_____ ON _____

PO # _____

_____

Req # _____

AI-55066

Purchasing Department 12. G.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: John Paul Lugo, COMM. PCT. #1

Submitted By: Noemi De Los Rios, COMM. PCT. #1

Department: COMM. PCT. #1

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Information

CAPTION

Approval of the following with REIM Construction, Inc. contracted vendor for Lorenzana Subdivision - Pct. No. 1 as submitted through project engineer Le Fevre Engineering & Management Consulting, LLC. (C-CAP-15-223-09-29):
1. Application for payment No. 2 (Retainage Release) in the amount of $11,136.43;
2. “Certificate of Construction Completion” reflecting the completion date of March 05, 2016.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1312-206-00-000-052-0-000

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

BUDGETARY IMPACT:
Req#287544 PO#735029

C-CAP-15-223-09-29
Funds available --> $ 10,736.15

FISCAL YEAR: 2016 ACCT. #: 5-1345-206-00-000-007-0-000

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

BUDGETARY IMPACT:
Funds available --> $ 400.28

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Attachments

BCAP Pct. 1 Appl. for Pmt #2 Retainage Release Lorenzana

BCAP / Pct. 1 Certificate for Construction Completion - as Submitted by REIM Const. contracted vendor Lorenzana

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Form Review

| Inbox | Reviewed By | Date |
| --- | --- | --- |
| Yvette Salinas | Yvette Salinas | 06/15/2016 09:02 AM |
| Purchasing Department | Marty Salazar | 06/15/2016 03:22 PM |
| Budget & Management | Veronica Ortiz | 06/15/2016 03:27 PM |
| Glinda Pacheco | Glinda Pacheco | 06/16/2016 08:49 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Noemi De Los Rios Started On: 06/15/2016 08:20 AM

Final Approval Date: 06/16/2016

# APPLICATION FOR PAYMENT NO. 2 - RETAINAGE RELEASE

To: Hidalgo County Precinct 1 (OWNER)
From: REIM Construction, Inc. (CONTRACTOR)
Contract: 3C-1080-422
Project: Lorenzana Paving & Drainage Improvements
Owner's Contract No. C-CAP-15-223-09-29 Engineer's Project No. _____
For Work accomplished through the date of: 2/5/2016

| | |
|---|---|
| 1. Original Contract Price: | $ 111,364.25 |
| 2. Net change by Change Order and Written Agreements(+or-): | $ - |
| 3. Current Contract Price (1 plus 2): | $ 111,364.25 |
| 4. Total completed and stored to date: | $ 111,364.25 |
| 5. Retainage (per Agreement): | |
| 10% of completed Work: $ - | |
| _____ of stored material _____ | |
| Total Retainage: | $ - |
| 6. Total completed and stored to date less retainage (4 minus 5) | $ 111,364.25 |
| 7. Less previous Application for Payments: | $ 100,227.82 |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7) | $ 11,136.43 |

**Accompanying Documentation:**

REQ# 287544 P.O.# 735029
6-1312-206-00-000-052-0-000 = $11,136.43
RETAINAGE PAYABLE - REIM CONSTRUCTION

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

Date 5/3/2016

REIM Construction, Inc.
CONTRACTOR
By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 3rd day of May, 2016

YADIRA YVETTE GARCIA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
06-18-17

Notary Public
My Commission expires: 6/18/17

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

ENGINEER
By: Emigdio Salinas, P.E.

INVOICE RECEIVED BY
Mimi dela Rio on 6/13/16
GOODS/SERVICES RECEIVED BY:
Mimi dela Rio on 6/13/16

**Exhibit E-C**

| | |
|---|---|
| REIM Construction, Inc | Contractor Name |
| 12/1/2015 | Starting Date |
| 1/31/2016 | Project Ending Date |
| Lorenzana Paving & Drainage Improvements | Engineer's / County Project Description |

Application No.: 2-Retainage Release
Application Date: 2/1/2016
Period To: 2/5/2016
Engineer's / County Project No.: C-CAP-15-223-09-29

| | | | | | Original Schedule Value | | | Value | | First Month | | | Second Month | | | Third Month | | | | Balance To Finish | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Item Code | Description | Unit | Original Rates | Quan | Dollars | Revised Rates | Quan | Dollars | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Total to Date | Quan | Dollars |
| | | **(905) ROADWAY** | | | | | | | | | | | | | | | | | | | |
| 1 | 100 | Preparation of Right-of-Way | Sta | $ 490.00 | 10.36 | $ 5,076.40 | $ - | 0.0 | - | 10.36 | 0 | 5,076.40 | 0 | 0 | - | - | - | - | 5,076.40 | 0.0 | 0.0 |
| 2 | 260 | 6" Lime Trt 3% Exit Subgrade | SY | $ 2.55 | 3,577.0 | $ 9,121.35 | $ - | 0.0 | - | 3577 | 0 | 9,121.35 | 0 | 0 | - | - | - | - | 9,121.35 | 0.0 | 0.0 |
| 3 | 260 | Lime Trt Base ( Ty E Gr 4) | SY | $ 6.95 | 505.0 | 3,509.75 | $ - | 0.0 | - | 505 | 0 | 3,509.75 | 0 | 0 | - | - | - | - | 3,509.75 | 0.0 | 0.0 |
| 4 | 247 | Flexible Base (Ty E Gr 4) | CY | $ 45.00 | 295.0 | 13,275.00 | $ - | 0.0 | - | 295 | 0 | 13,275.00 | 0 | 0 | - | - | - | - | 13,275.00 | 0.0 | 0.0 |
| 5 | 310 | MC-30 | GAL | $ 5.80 | 615.0 | 3,567.00 | $ - | 0.0 | - | 615 | 0 | 3,567.00 | 0 | 0 | - | - | - | - | 3,567.00 | 0.0 | 0.0 |
| 6 | 251 | Rework BS Mtl | CY | $ 13.50 | 800.0 | 10,800.00 | $ - | 0.0 | - | 800 | 0 | 10,800.00 | 0 | 0 | - | - | - | - | 10,800.00 | 0.0 | 0.0 |
| 7 | 260 | Lime (Hyd, Com or OK)(Slurry) | TON | $ 195.00 | 57.0 | 11,115.00 | $ - | 0.0 | - | 57 | 0 | 11,115.00 | 0 | 0 | - | - | - | - | 11,115.00 | 0.0 | 0.0 |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |
| | | **Total Roadway** | | | | **56,464.50** | | | - | | | **56,464.50** | | | - | | | - | **56,464.50** | 0.0 | 0.0 |
| | | | | | | | | | | | | | | | | | | | | | |
| | | **(906) DRAINAGE** | | | | | | | | | | | | | | | | | | | |
| 8 | 168 | Vegetative Watering | GAL | $ 35.25 | 51.0 | 1,797.75 | $ - | 0.0 | - | 51 | 0 | 1,797.75 | 0 | 0 | - | - | - | - | 1,797.75 | 0.0 | 0.0 |
| 9 | 164 | Cel Fbr Mlch Seed (Perm)(Urban) | AC | $ 2,950.00 | 0.35 | 1,032.50 | $ - | 0.0 | - | 0.35 | 0 | 1,032.50 | 0 | 0 | - | - | - | - | 1,032.50 | 0.0 | 0.0 |
| 10 | 530 | Driveway (Asph Conc Pav) PB-1 | SY | $ 31.50 | 175.0 | 5,512.50 | $ - | 0.0 | - | 175 | 0 | 5,512.50 | 0 | 0 | - | - | - | - | 5,512.50 | 0.0 | 0.0 |
| 11 | 530 | Driveway (Conc 3000 psi) | SY | $ 60.50 | 86.0 | 5,203.00 | $ - | 0.0 | - | 86 | 0 | 5,203.00 | 0 | 0 | - | - | - | - | 5,203.00 | 0.0 | 0.0 |
| 12 | 464 | 18" RCP Culvert Pipe | LF | $ 57.50 | 50.0 | 2,875.00 | $ - | 0.0 | - | 50 | 0 | 2,875.00 | 0 | 0 | - | - | - | - | 2,875.00 | 0.0 | 0.0 |
| 13 | 7034 | 15" HDPE Culvert Pipe | LF | $ 28.00 | 316.0 | 8,848.00 | $ - | 0.0 | - | 316 | 0 | 8,848.00 | 0 | 0 | - | - | - | - | 8,848.00 | 0.0 | 0.0 |
| 14 | 506 | Biogr Erosn Contl Logs Install | LF | $ 7.10 | 48.0 | 340.80 | $ - | 0.0 | - | 48 | 0 | 340.80 | 0 | 0 | - | - | - | - | 340.80 | 0.0 | 0.0 |
| 15 | 506 | Biogr Erosn Contl Logs Remove | LF | $ 0.90 | 48.0 | 43.20 | $ - | 0.0 | - | 48 | 0 | 43.20 | 0 | 0 | - | - | - | - | 43.20 | 0.0 | 0.0 |
| 16 | 432 | Rip-Rap (Conc)(CIB)(4") | CY | $ 482.00 | 3.50 | 1,687.00 | $ - | 0.0 | - | 3.5 | 0 | 1,687.00 | 0 | 0 | - | - | - | - | 1,687.00 | 0.0 | 0.0 |
| | | | | | | | | | | | | | | | | | | | | | |
| | | **Total Drainage** | | | | **27,339.75** | | | | | | **27,339.75** | | | - | | | - | **27,339.75** | - | - |
| | | | | | | | | | | | | | | | | | | | | | |
| | | **TOTAL BASE AMOUNTS:** | | | | **83,804.25** | | | - | | | **83,804.25** | | | - | | | - | **83,804.25** | - | - |
| | | | | | | | | | | | | | | | | | | | | | |
| | | **ALTERNATE #1 ROADWAY** | | | | | | | | | | | | | | | | | | | |
| 17 | 341 | Asp (TyD)(1-1/2") | TON | $ 104.00 | 265.0 | 27,560.00 | $ - | 0.0 | - | 265 | 0 | 27,560.00 | 0 | 0 | - | - | - | - | 27,560.00 | 0.0 | 0.0 |
| | | **Total Alternate #1** | | | | **27,560.00** | | | | | | | | | | | | - | **27,560.00** | - | - |
| | | | | | | | | | | | | | | | | | | | | | |
| | | **TOTAL BASE AMOUNTS:** | | | | **111,364.25** | | | | | | | | | | | | | **111,364.25** | - | - |

Miguel A. Ramos
Print Name

5-3-16
Date

Signature

**Exhibit E-D**

| | |
|---|---|
| **REIM Construction, Inc.** | Contractor Name |
| **1-Dec-15** | Starting Date |
| **31-Jan-16** | Project Ending Date |
| **10%** | Retainage Percent |

Application No. **2-Retainage Release**
Application Date: **3-May-16**
Period To: **5-Feb-16**
Engineer Firm **LeFevre Engineering**

Summary

| CSJ # | CSJ Name | Original Schedule Value | Revised Schedule Value | Payment Application No 1 | Payment Application No 2 | Payment Application No 3 | Payment Application No 4 | Total To Date | Balance To Finish | Retainage | Net | Payments to Date | Payment Due |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3C-1080-422 | Lorenzana Subdivision | $ 111,364.25 | $ - | $ 111,364.25 | $ - | $ - | | $ 111,364.25 | $ - | $ - | $ 111,364.25 | $ 100,227.82 | $ 11,136.43 |
| | | $ - | $ - | $ - | $ - | $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| | **TOTALS:** | **$ 111,364.25** | **$ -** | **$ 111,364.25** | **$ -** | **$ -** | | **$ 111,364.25** | **$ -** | **$ -** | **$ 111,364.25** | **$ 100,227.82** | **$ -** |

Estimate Quantity Update Worksheet  Date: 2/5/2016

Colonia Lorenzana Subdivision
Roadway:
Contrc C-CAP-15-223-09-29
Project No.:
County Hidalgo
Est. No 2
Work Type: Paving & Drainage

Contractor: REIM Construction, Inc.
Contact Price: $111,364.25
Work Done this Mo: $ 111,364.25
% Complete: 100%

Date Began: 12/1/2015
Contract Time: 90
Time Charged: 60
% Time Used: 67%

| No. | Item Code | Description | Unit | Project Qty | Original Schedule Value | | Revised Schedule Value | | | First Month | | | Second Month | | | Third Month | | | Fourth Month | | | FIFTH MONTH | | | SIX MONTH | | | Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Unit Price | Dollars | Revised Rates | Quan | Dollars | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | Monthly Quan | QTY to Date | Item Cost (Monthly) | To Finish |
| | | (901) ADMINISTRATIVE | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | (902) PRELIMINARY ENGINEERING | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | (903) CONSTRUCTION ENGINEERING | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | (904) RIGHT-OF-WAY | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | (905) ROADWAY CONSTRUCTION | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 100 | Preparing ROW | STA | 10.36 | $ 490.00 | $ 5,076.40 | $ 490.00 | 10.36 | $ 5,076.40 | 10.36 | 10.36 | $ 5,076.40 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | $ - |
| 2 | 260 | 6" LIME TRT (3%) EXIST SUBGRADE | SY | 3,577.00 | $ 2.55 | $ 9,121.35 | $ 2.55 | 3,577.00 | $ 9,121.35 | 3,577.00 | 3,577.00 | $ 9,121.35 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | $ - |
| 3 | 260 | LIME TRT (3%) EXIST MTRL SUBGRADE | SY | 505.00 | $ 6.95 | $ 3,509.75 | $ 6.95 | 505.00 | $ 3,509.75 | 505.00 | 505.00 | $ 3,509.75 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | $ - |
| 4 | 247 | FLEXIBLE BASE (TY E GR 4) | CY | 295.00 | $ 45.00 | $ 13,275.00 | $ 45.00 | 295.00 | $ 13,275.00 | 295.00 | 295.00 | $ 13,275.00 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | $ - |
| 5 | 310 | MC-30 | GAL | 615.00 | $ 5.80 | $ 3,567.00 | $ 5.80 | 615.00 | $ 3,567.00 | 615.00 | 615.00 | $ 3,567.00 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | $ - |
| 6 | 251 | REWORK BS MTL | CY | 800.00 | $ 13.50 | $ 10,800.00 | $ 13.50 | 800.00 | $ 10,800.00 | 800.00 | 800.00 | $ 10,800.00 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | $ - |
| 7 | 260 | LIME (HYD, COM, OR OK)(SLURRY) | TON | 57.00 | $ 195.00 | $ 11,115.00 | $ 195.00 | 57.00 | $ 11,115.00 | 57.00 | 57.00 | $ 11,115.00 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | $ - |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | $ - |
| | | Alternate #1 Roadway | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | 341 | ASPH (TY D)(1-1/2") | TON | 265.00 | $ 104.00 | 27,560.00 | $ 104.00 | 265.00 | $ 27,560.00 | 265.00 | 265.00 | $ 27,560.00 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | |
| | | Total Roadway | | | | 84,024.50 | | | $ 84,024.50 | | | $ 84,024.50 | | | - | | | - | | | - | | | - | | | - | $ - |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | $ - |
| | | (906) DRAINAGE | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 168 | VEGETATIVE WATERING: | GAL | 51.00 | $ 35.25 | $ 1,797.75 | $ 35.25 | 51.00 | $ 1,797.75 | 51.00 | 51.00 | $ 1,797.75 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | $ - |
| 2 | 164 | CELL FBR MLCH SEED (PERM)(URBAN) | AC | 0.35 | $ 2,950.00 | $ 1,032.50 | $ 2,950.00 | 0.35 | $ 1,032.50 | 0.35 | 0.35 | $ 1,032.50 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | $ - |
| 3 | 530 | DRIVEWAY (ASPH-CONC-PAV)(PB1 | SY | 175.00 | $ 31.50 | $ 5,512.50 | $ 31.50 | 175.00 | $ 5,512.50 | 175.00 | 175.00 | $ 5,512.50 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | $ - |
| 4 | 530 | DRIVEWAY (CONC 3000 PSI) | SY | 86.00 | $ 60.50 | $ 5,203.00 | $ 60.50 | 86.00 | $ 5,203.00 | 86.00 | 86.00 | $ 5,203.00 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | $ - |
| 5 | 464 | 18" RCP CULVERT PIPE | LF | 50.00 | $ 57.50 | $ 2,875.00 | $ 57.50 | 50.00 | $ 2,875.00 | 50.00 | 50.00 | $ 2,875.00 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | $ - |
| 6 | 7034 | 15" HDPE CULRVERT PIPE | LF | 316.00 | $ 28.00 | $ 8,848.00 | $ 28.00 | 316.00 | $ 8,848.00 | 316.00 | 316.00 | $ 8,848.00 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | $ - |
| 7 | 506 | BIOGR EROSN CONTRL LOG INSTALL | LF | 48.00 | $ 7.10 | $ 340.80 | $ 7.10 | 48.00 | $ 340.80 | 48.00 | 48.00 | $ 340.80 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | $ - |
| 8 | 506 | BIOGR EROSN CONTRL LOG REMOVE | LF | 48.00 | $ 0.90 | $ 43.20 | $ 0.90 | 48.00 | $ 43.20 | 48.00 | 48.00 | $ 43.20 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | $ - |
| 9 | 432 | RIP-RAP (CONC)(4") | CY | 3.50 | $ 482.00 | $ 1,687.00 | $ 482.00 | 3.50 | $ 1,687.00 | 3.50 | 3.50 | $ 1,687.00 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | $ - |
| | | Total Drainage | | | | $ 27,339.75 | | | $ 27,339.75 | | | $ 27,339.75 | | | - | | | - | | | - | | | - | | | - | $ - |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | $ - |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | TOTAL BASE AMOUNTS: | | | | $ 111,364.25 | | | $ 111,364.25 | | | $ 111,364.25 | | | - | | | - | | | - | | | - | | | - | $ - |

Project Total $ 111,364.25

Miquel A. Ramos
Print Name

5/3/2016
Date

Signature

# Purchase Order
# COUNTY OF HIDALGO

PO# 735029

DATE: 11/24/15

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 396133 REQ: 00287544

PHONE:

EMAIL:

REIM CONSTRUCTION
9612 N. STEWARD RD.
MISSION TX 78573

SHIP TO: COLONIA ACCESS PROGRAM
1902 JOE STEPHENS AVE., STE 101
WESLACO TX 78599

CONTACT: Valde Guerra (956)292-7025

SITE: EXECUTIVE OFFICE

CONTRACT NO: C-CAP-15-223-09-29

SPECIAL INSTRUCTIONS:

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | ROUND III BCAP - CSJ#1080422 LORENZANA SUBDIVISION | | |
| 1.00 | EACH | CC ROAD CONSTRUCTION ROUND III LORENZANA SUBDIVISION | 81,427.14 | 81,427.14 |
| 1.00 | EACH | CC DRAINAGE CONSTRUCTION ROUND III LORENZANA SUBDIVISION | 25,934.30 | 25,934.30 |
| 1.00 | EACH | CC BCAP PCT.1 LORENZANA SUBDIVISION | 4,002.81 | 4,002.81 |
| | | TOTAL: | | 111,364.25 |

**********
For Hidalgo County use only

| | |
|---|---|
| 5-1312-431-00-121-422-0-721 | 81,427.14 |
| 5-1312-431-00-121-422-0-723 | 25,934.30 |
| 5-1345-431-00-121-422-0-721 | 4,002.81 |

Authorized by: Martha L Salazar

# CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON 5th DAY OF March A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: 09/29/15
OWNER: Hidalgo County Precinct 1
CONSTRUCTION CONTRACTOR: REIM Construction, Inc.
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Lorenzana Paving and Drainage Improvements

CONTRACT NO: 3C-1080-422 / C-CAP-15-223-09-29
Located in or near the City/Precinct Of Hidalgo

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   n/a
2. That the sum of n/a, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.
5. 

| | |
|---|---|
| Amount of Original Contract | $111,364.25 |
| Present Amount of Contract | $111,364.25 |
| Total Amount of earned to Date | $111,364.25 |
| Less: previous payments | $100,227.82 |
| Balance | $ 11,136.43 |
| Authorized deductions | $ 0.00 |
| AMOUNTY OF FINAL PAYMENT | $ 11,136.43 |

6. That the final payment in the amount of Eleven Thousand One Hundred Thirty-Six Dollars and Forty-Three Cents is now due and payable.

107703
Engineer's Signature & License #

**CONCURRED BY:**

**REIM Construction, Inc.**
Contractor's Name

By: _____
Miguel A. Ramos
Title: President

**CONCURRED BY:**

_____
City/Precinct

By: _____

Title: _____

**Exhibit E-M**

AI-55062

Purchasing Department 12. H.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rudy Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

Approval to modify [CAI#-53563 w/Xerox CC 3/7/16] so as to include the maintenance agreement cost of $10.00 per month plus all prints @ $0.0129 + all supplies except paper and subject to HB1295 if/when applicable.

BACKGROUND

AI-53563 approved the purchase of a Xerox Monochrome Laser Printer Model Phaser 4622DT and a 36 Month Maintenance Agreement through DIR Contract DIR-TSO-3043; PO#740320

---

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No impact as this is for clarification purposes only.

---

Attachments

AI-53563

Xerox Quote

PO#740320

HB1295 Request

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/15/2016 03:11 PM |
| Budget & Management | Veronica Ortiz | 06/15/2016 03:13 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Rudy Salinas Started On: 06/14/2016 03:14 PM

Final Approval Date: 06/16/2016

APPROVED

Purchasing Department

AI-53563

CC CONSENT

| | |
|---|---|
| Meeting Date: | 3/07/2016 |
| Submitted For: | Marty Salazar, PURCHASING DEPT. |
| Submitted By: | Rudy Salinas, PURCHASING DEPT. |
| Department: | PURCHASING DEPT. |

---

Information

CAPTION

Approval to Purchase (1) One Xerox Monochrome Laser Printer Model Phaser 4622DT and a (36) Month Maintenance Agreement through Purchasing Cooperative DIR Contract# DIR-TSO-3043 [Expires 6/16/19]; Requisition#293237 in the amount of $1,359.00; Subject to HB1295 Compliance

BACKGROUND

---

Fiscal Impact

| | | | |
|---|---|---|---|
| FISCAL YEAR: | 2016 | ACCT. #: | 6-1100-415-18-160-001-751 |
| FUNDS AVAILABLE Y/N?: | Y | MATCHING FUNDS Y/N?: | |

BUDGETARY IMPACT:

Req#293237

| | | | |
|---|---|---|---|
| FISCAL YEAR: | 2016 | ACCT. #: | 6-1100-415-18-160-001-0-430 |
| FUNDS AVAILABLE Y/N?: | Y | MATCHING FUNDS Y/N?: | |

BUDGETARY IMPACT:

---

Attachments

Requisition

Xerox Quote

DIR Information

I.T. Approval

HB1295 Cover Letter

Brochure

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Form Review

| Inbox | Reviewed By | Date |
| --- | --- | --- |
| | Rudy Salinas | 02/26/2016 03:58 PM |

Form Started By: Rudy Salinas Started On: 02/26/2016 03:58 PM

# Hidalgo County Purchasing Department- Xerox Proposal
## February 23, 2016



**XEROX PHASER 4622DT**

**DIR CONTRACT # DIR-TSO-3043**

XEROX Phaser 4622: 65ppm Monochrome Laser Printer, 2 Sided Print, Network, 2 550-sheet Tray, 100-Sheet Multi-Purpose tray, 110V

**36 Month Lease Option**

| | MSRP | DIR Discount % | Customer Price | Monthly Lease Price |
|---|---|---|---|---|
| **BASE (4622DT)** | $1,508.00 | $ 16.51% | $1,259.00 | $37.77 |
| **Equipment Total** | $1,508.00 | | $ 1,259.00 | $ 37.77 |
| **Lease Rate Factor** | | | | $0.0302 |
| **Monthly Maintenance** Includes all Supplies and parts and labor. All prints @ $0.0129 Prints (includes all supplies Excludes paper) | | | | $ 10.00 |
| **TOTAL MONTHLY PRICE** | | | | $ 47.77 |

# Purchase Order
# COUNTY OF HIDALGO

PO# 740320

DATE: 03/16/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 42129 REQ: 00293237

PHONE: (888)435-6333

EMAIL:

XEROX CORPORATION
P.O. BOX 731892
DALLAS TX 75373-1892

SHIP TO: PURCHASING DEPARTMENT
2802 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: Nielda Cavazos (956)318-2626

SITE: PURCHASING DEPARTMENT

CONTRACT NO: DIR TSO-3043

SPECIAL INSTRUCTIONS:

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | DIR Contract# DIR-TSO-3043; Expires 6/16/19<br>XEROX Vendor ID: 160468020 | | |
| 1.00 | | CO ASSET #67836<br>XEROX PRINTER MODEL: PHASER 4622DT<br>65ppm Monochrome Laser Printer, 2 Sided Print, Network, (2)550-Sheet Trays, 100-Sheet Multi-Purpose tray, 110V | .00 | .00 |
| | | | .00 | .00 |
| 1.00 | EACH | CO Printer - Equipment Customer Price | 1,259.00 | 1,259.00 |
| 10.00 | MONTH | CO Monthly Maintenance Includes all Parts, Labor & All Supplies except Paper<br>Maintenance Base Charge = $ 10.00/ Month Plus All Prints @ $0.0129 | 10.00 | 100.00 |
| | | TOTAL: | | 1,359.00 |

**********
For Hidalgo County use only

| | |
|---|---|
| 6-1100-415-18-160-001-0-430 | 100.00 |
| 6-1100-415-18-160-001-0-751 | 1,259.00 |

**Authorized by:** Martha L Salazar

**Zimbra** **rudy.salinas1@co.hidalgo.tx.us**

## HB1295 Form Request for PO#740320

**From :** Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us> Tue, Jun 14, 2016 04:04 PM
**Subject :** HB1295 Form Request for PO#740320
**To :** Damaris Morales <damaris@xrxinc.com>

Damaris,

I have to modify the agenda item (AI-53563) that was approved on 3/7/16 because I left out the language that broke down the maintenance cost ($10.00 per month plus all prints @ $0.0129 which includes all supplies except paper).

Unfortunately this modification will require Commissioners Court approval which will require another **HB1295** form. Please reference, "PO#740320" and the description in section 3 of the form.

I appreciate your prompt attention to this request and apologize for the inconvenience.

Thank You,

**Rudy Salinas, Purchasing Specialist III**
Hidalgo County Purchasing Department
2808 South Business Highway 281
Edinburg, Texas 78539
Phone: 956-318-2626 Ext: 4875
Email: rudy.salinas1@co.hidalgo.tx.us

AI-55037

Purchasing Department 12. I.

CC CONSENT
Meeting Date: 06/20/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Rudy Salinas, PURCHASING DEPT.
Department: PURCHASING DEPT.

---

Information

CAPTION

Justice of the Peace Precinct 3 Place 2:
Authority to enter into a new 60-month (Capital) Copier Lease Agreement for a Lexmark Copier Model XS798dte through our membership/participation with (PSA) Purchasing Solutions Alliance awarded vendor, DOCUmation under Purchasing Cooperative Contract#13-101 through Requisition#300353 in the amount of $104.00/month for the equipment, $36.00/month for service of 3,000 B&W impressions - overages @ $0.012, $80.00/month for service of 1,000 color impressions - overages @ $0.08 for a total monthly payment of $220.00, effective upon CC approval, execution of DOCUmation Agreement [subject to modification of agreement as recommended by legal counsel] and issuance of a Purchase Order.

BACKGROUND

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Fiscal Impact

| | | | |
|---|---|---|---|
| FISCAL YEAR: | 2016 | ACCT. #: | 6-1100-412-00-066-001-0-XXX |
| FUNDS AVAILABLE Y/N?: | Y/Pending | MATCHING FUNDS Y/N?: | |

BUDGETARY IMPACT:
Subject to CC Approval of LIT AI-54990

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Attachments

Req#300353 Backup

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/15/2016 03:07 PM |
| Budget & Management | Veronica Ortiz | 06/15/2016 03:11 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Rudy Salinas Started On: 06/10/2016 04:58 PM
Final Approval Date: 06/16/2016

# Requisition

**Req # 00300353**

**PO #**

**Date: 06/10/16**

**Bill To:** x
x

**Vendor :** 444669

DOCUMATION OF SAN ANTONIO
231 E RHAPSODY
SAN ANTONIO TX 78216
FAX (956)616-4581

**Ship To:** JP PCT 3 , PL 2
730 BREYFOGLE
SUITE A
MISSION TX 78572

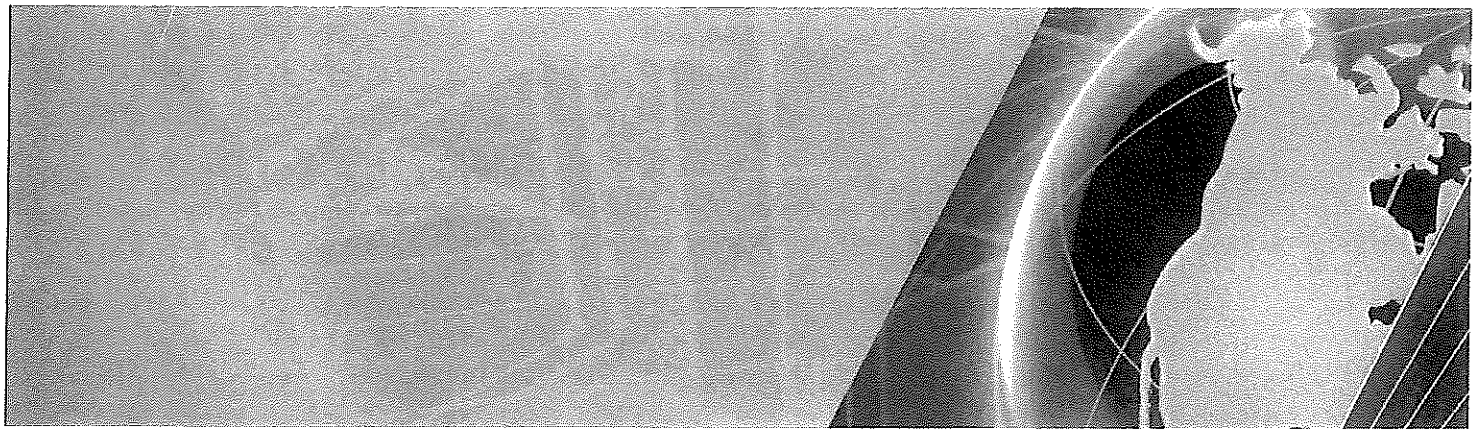
**Contact:** **DAISY ZARATE**
**956-581-2124**

**Contract No:** **PSA 13-101**

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | 60 MONTH LEASE THROUGH PSA CONTRACT 13-101 | | |
| | | DO NOT DUPLICATE ORDER | | |
| 6.00 | MONTH | LEXMARK COPIER MODEL XS798DTE & FINISHER MODEL C792-X792 LEASE | 104.00 | 624.00 |
| 6.00 | MONTH | SERVICE - 3,000 B/W IMPRESSIONS @ $0.012 | 36.00 | 216.00 |
| 6.00 | MONTH | SERVICE - 1,000 COLOR IMPRESSIONS @ $0.08 | 80.00 | 480.00 |
| 1.00 | EACH | PRINT & COPY OVERAGES | 150.00 | 150.00 |
| | | Account No | Encumbrance | |
| | | 6-1100-412-00-066-001-0-430 | 696.00 | |
| | | 6-1100-412-00-066-001-0-610 | 150.00 | |
| | | 6-1100-412-00-066-001-0-780 | 624.00 | |
| | | | Freight | .00 |
| | | | Total | 1,470.00 |

**Authorized By:** _____



# DOCUMATION

## BUSINESS TECHNOLOGY ASSESSMENT

FOR:

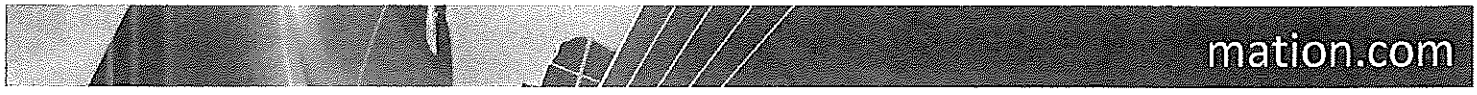
## Hidalgo County Justice of the Peace Pct3 Plc.2

730 Breyfogle Ste.A
Mission, TX 78572

June 7, 2016

PSA Contract# 13-101

DOCUMATION OF MCALLEN
2051 INDUSTRIAL DR.
· MCALLEN, TEXAS · 78504
(956) 616-4580



# EQUIPMENT PRICING DETAILS

| (PSA) PURCHASING SOLUTIONS ALLIANCE (CONTRACT# 13-101) | | | | | |
|---|---|---|---|---|---|
| MODEL | Part Number | MSRP | PSA Pricing | PSA Discount | Documation Pricing |
| LEXMARK XS798DTE COLOR MFP | 47B1290 | $9776 | $7,850 | 20% | $4,000.62 |
| C792,X792 Staple Finisher with Hole Punch | 47B1103 | $1256 | $999 | 20% | $770 |
| TOTAL | | $11,032 | $8,849 | | $4770.62 |

# PROPOSAL DETAILS | DOCUMANAGE AGREEMENT

- Industry Leading Acquisition Method.
- Flexibility to Upgrade or Change the Contract, Products or Services as Your Needs Change.
- Includes Equipment, Software and Service Usage.
- Flexibility to Maintain New Technologies for More Productive Applications.
- Operating Rental Contract Provides Tax Advantages.
- Unmatched Flexibility Over Traditional Capital Lease Purchases.

## LEASE & SERVICE DETAILS

| DESCRIPTION | MONTHLY LEASE/SERVICE PAYMENT | SERVICE/SUPPLIES | SOFTWARE/IT SUPPORT | IMPRESSIONS INCLUDED | OVERAGES |
|---|---|---|---|---|---|
| **BASE COPIER & FINISHER** | $104.00 | Included | Included | | |
| **SERVICE** | $36.00 | Included | Included | 3,000 B&W | $0.012 |
| **SERVICE** | $80.00 | Included | Included | 1,000 Color | $0.08 |
| **Total Monthly Payment** | $220.00 | Excludes Paper | Excludes Network Cable Installation | Scans are No Charge | |

$104.00 (Lease Payment) X 60 Months(lease Term)= $6,240 total amount paid for Lexmark XS798dte

$4,770.62 x 0.0218 (PSA Lease Factor)= $104.00 Monthly Base Copier & Finisher Lease Payment

# BENEFITS | PARTNERING WITH DOCUMATION

## BENEFITS OF OUR SOLUTION

- Strategic Partnership
- The right equipment for your needs
- DOCUManage Agreement – The absolute best strategy for acquiring technology in the industry
- 100% duplex capability for paper cost reduction
- Color quality will be exceptional
- On-going training throughout the life of the agreement
- Focus on cost reduction of output devices and workflow redesign strategies
- Industry leading security on MFP devices
- Focus on "Sustainability" initiatives – How green is your current strategy and who is focusing on it?
- Local headquarters and logistics center for immediate decision making and support, including local parts and supplies
- 100% Master Technicians
- One partner focused on managing all aspects of the document life cycle – "One Throat to Choke."
- Exceptional Service – We have a vested interest in the equipment

## ALSO INCLUDED IN THIS PROPOSAL

- Installation and On-Site Training is provided
- All IT Network Connection for *DOCUMATION* devices

# ADDITIONAL FEES| TAKE A CLOSER LOOK

## IS YOUR MONTHLY PAYMENT AN ILLUSION?

Will there be additional fees during the contract term for different levels of support?

At ***DOCUMATION***, we respect the fact that you may be researching other vendors who may be able to address your organizational needs. However, some vendors have addressed this "bidding process" by eliminating the cost of necessary services from their initial bid, only to add these charges as "extras" throughout the contract. Therefore, a bid may appear to be a "low cost alternative" when, in reality, you will end up paying much more through various ***charges*** and ***fees*** including, but not limited to, the following:

## ***DOCUMATION*** does NOT charge for any of these services and will put it in writing!

- Fuel Charges or "Trip" Charges
- Delivery and Handling Charges
- Documentation Fees
- Invoicing Fees
- Connectivity Charges for adding additional equipment during the term of the contract
- Additional employee training after the initial training
- Any and all IT Support needed for the operation of devices maintained by vendor
- Loading/Inputting of e-mail addresses and/or fax destinations on MFP devices
- Installation of print drivers on unlimited computers
- User code implementation and maintenance
- Set-up and maintenance of PC Faxing
- Reinstallation of equipment print drivers if client relocates
- Updates required due to any changes of computers or servers
- Pick up or delivery fee's upon completion of Lease Agreement

DOCUMATION
Business Technology Integration.

Owner: DOCUMATION, _____

Offices
Bryan/College Station • Austin •San Antonio
Waco • Dallas/Ft Worth • Houston •Denver • Kerrville
1-888-201-8431

# DOCUMANAGE AGREEMENT

## CUSTOMER INFORMATION

| Bill To Full Customer Legal Name | | | Contact Person | Installation Site Key Operator |
|---|---|---|---|---|
| Hidalgo, County of | | | | |
| Street Address | | | Title | Title |
| 730 Breyfogle Ste.A | | | | |
| Box/Suite/Routing | | | Telephone # | Telephone # |
| | | | | |
| City | State | Zip Code | Facsimile # | Facsimile # |
| Mission | TX | 78572 | | |
| Installation Address (if different from above) | | | e-mail | e-mail |
| | | | | |

## EQUIPMENT INFORMATION

| | Quantity | Make | Item | Description (or Accessories) |
|---|---|---|---|---|
| 1 | 1 | Lexmark | | Lexmark XS798dte |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

| Payment | $ 220.00 | Term (Months) | 60 | Security Deposit | |
|---|---|---|---|---|---|
| Payment Frequency | Monthly | Image Meter Reading Frequency (QUARTERLY unless otherwise indicated) | | | Quarterly |
| Black Image Monthly Allowance | 3,000 | | | Excess Images Over Allowances (each) | $0.012 |
| Color Image Monthly Allowance | 1,000 | | | Excess Images Over Allowances (each) | $0.08 |
| Scan Image Monthly Allowance | | | | Excess Images Over Allowances (each) | |

Copier Engine Consumable Supplies Included Unless Otherwise Indicated. Excludes Throughput Stocks & Staples. Excludes Fax Supplies & Service.
BLACK Supplies Included ☐NO COLOR Supplies Included ☐NO

| AGREEMENT NUMBER | All amounts exclusive of applicable taxes<br>THIS AGREEMENT CANNOT BE TERMINATED EARLY. | SALES REPRESENTATIVE |
|---|---|---|
| | | Eddie Martinez |

Terms and Conditions on reverse side. Other Agreed Upon Addendum(s) include:

[A] [B] [C]

| Meters | ☐Merlin ☐Fax ☐e-Mail | Meter Contact | | e-mail | | Fax # | |
|---|---|---|---|---|---|---|---|

During the term of this Agreement, Owner may substitute and/or change the tools and equipment that it uses in providing the images and other solutions being provided to Customer. In these situations, Owner will explain the changes to Customer and Customer will sign an updated schedule incorporating the changes to the equipment and related products in the Customer's possession and/or being used to provide the solution. In addition, if Customer's needs and/or the available technology changes dramatically, either party may initiate discussions to revise this Agreement; provided that any such change must be mutually agreed to in a new agreement or amendment signed by authorized individuals on behalf of both Customer and Owner.

## CUSTOMER ACCEPTANCE

By signing below customer certifies that all conditions and terms of this agreement on the FRONT and BACK have been reviewed and acknowledged. By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that customer provides to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

| Company Name: | Federal Tax ID: | |
|---|---|---|
| By (Please Print): | | |
| Signature: | | |
| Title: | Date: | |

## OWNER ACCEPTANCE

| Owner: DOCUMATION | |
|---|---|
| By: | |
| Signature: | |
| Title: Corporate Officer | Date: |

## GUARANTY

GUARANTY SECTION. In consideration of Owner entering into the above Agreement in reliance on this Guaranty, the undersigned, jointly and severally, unconditionally and irrevocably guarantee to Owner and to any assignee of Owner, the prompt payment and performance of all of Customer's obligations under the above Agreement and all existing and future Agreements between Owner and Customer. The undersigned agree(s): (a) that this is a guarantee of payment and not of collection and that Owner or its assignee may proceed directly against the undersigned without disposing of any security or seeking to collect from Customer; (b) to waive all defenses and notices, including those of protest, presentment and demand; (c) that Owner may extend or otherwise change the terms of the Agreement without notice to the undersigned; and (d) to pay all of Owner's costs of enforcement and collection. This guarantee survives the bankruptcy of the Customer and binds the undersigned's administrators, successors and assigns. IF THE ABOVE AGREEMENT IS ASSIGNED BY OWNER, THE UNDERSIGNED AGREE(S) THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS GUARANTY WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEAD QUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAW OF THAT STATE. THE UNDERSIGNED HEREBY CONSENT(S) TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE(S) ANY RIGHT TO TRANSFER VENUE. EACH OF THE UNDERSIGNED WAIVES ANY RIGHT TO A TRIAL BY JURY.

| By (Please Print): | | By (Please Print): | |
|---|---|---|---|
| Signature: | Date: | Signature | Date: |

## DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted. All conditions and terms of this agreement have been reviewed, acknowledged and are now irrevocable and unconditional.

| By (Please Print): | Title: |
|---|---|
| Signature: | Date: |

# ***DOCUmanage*** AGREEMENT
## TERMS and CONDITIONS

**1. Ownership and Use of System:** Owner is the sole owner and title holder to the "System". The "System" shall mean all hardware (and, except as limited by section 10 below, software) included on the DOCUmanage Agreement. Customer agrees to keep the System and associated products free and clear of all liens and claims. Customer agrees that the System and associated products will be used solely for business purposes and not for consumer purposes or personal use and that the Customer's location is a business address.

**2. Payment:** Monthly payments will begin on the Commencement date, unless subject to terms covered under The Software Management Agreement Addendum. The Customer agrees to pay Owner the base payment which includes the minimum base image allowance when due. The Customer also agrees to pay a charge for each image in excess of the image allowance. The base payment and the charge for overages are as indicated on the first page of this Agreement. If any payment is more than ten days late, the Customer agrees to pay a penalty of up to 15% or $29 (whichever is greater) on the overdue amount, but not to exceed the maximum amount allowed by law. The Customer also agrees to pay $35 for each check that the bank returns for insufficient funds or any other reason. At the end of the first year of this Agreement, and once each successive twelve month period thereafter, Owner may increase the base payment and the excess images charge by an amount not to exceed 6%. The Customer's obligation to pay the base payments and its other obligations hereunder is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. THIS AGREEMENT IS NON-CANCELABLE.

**3. Excess Images:** Customer will submit true and accurate System meter readings to Owner for the System by the end of the second work day of each billing period in any reasonable manner requested by Owner, including an automated collection system. If Customer fails to submit meter readings, Owner may estimate meters and generate invoicing based upon the estimated meter readings.

**4. Term and Transition Billing:** This Agreement is binding upon Customer on the date Customer signs the Agreement. The Agreement is effective on the date Customer signs the Delivery and Acceptance ("Effective Date"). The term of the Agreement begins on date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Term" on the first page of this Agreement. Customer agrees to pay an interim base payment in the amount of 1/30 of the monthly base payment, for each day from and including the Effective Date until the day preceding the Commencement Date.

**5. Upgrade and Downgrade Provision:** Owner may review your image volume and propose options for upgrading or downgrading to accommodate your needs

**6. Taxes and Fees:** This is a net agreement. In addition to rent, the Customer agrees to pay all taxes, fees, and filing costs related to the use of the System, even billed after the end of the Agreement. Owner will file property tax returns and bill the Customer as soon as an invoice from the local jurisdiction is received. Owner has the option to estimate any taxes due for the year and bill the Customer monthly in advance on the basis of that estimate. The Customer agrees that if Owner pays any taxes or charges on the Customer's behalf, Customer will reimburse Owner for all such payments and will pay Owner a fee for collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. The Customer will indemnify Owner on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of the Customer's acts or omissions. Any fee charged under this agreement may include a profit.

**7. UCC Filing:** The Customer authorizes Owner or its assignee to sign any documents in connection with the Uniform Commercial Code ("UCC") on the Customer's behalf. The Customer authorizes Owner to insert the serial number(s) of the System in this Agreement (including any schedules) and in any filings. In order to protect our rights in the System, Customer grants the Owner a security interest in the System if this Agreement is deemed a secured transaction and Customer authorizes Owner to record a UCC-1 financing statement or similar instrument, and appoint Owner as its attorney-in-fact to execute and deliver such instrument, in order to show Owner's interest in the System.

**8. Collateral Protection, Liability and Insurance:** The Customer is responsible for any damage to or loss of the System and any losses or injury caused by the System. The Customer promises to keep the System fully insured against loss until the Agreement is paid in full and maintain insurance that protects Owner from liability for any damage or injury caused by the System or its use. The Customer promises to provide Owner with evidence of the insurance, showing Owner as the loss payee for the full replacement value of the System and additional insured for public liability and third party property insurance, upon request. If Customer fails to provide such evidence, the Customer authorizes Owner to obtain coverage on their behalf. Owner shall have the right, but not the obligation, to obtain insurance on behalf of Customer and charge the Customer for acquiring and maintaining the coverage plus a service fee, or should you wish us to waive this requirement we will bill you and you will pay a monthly property damage surcharge of up to .0035 of the total payment stream. With either option Owner may make a profit. Owner may file claims and endorse insurance checks on the Customer's behalf.

**9. Indemnity:** After installation, Owner is not responsible for any losses or injuries caused by the use or possession of the System. Customer agrees to hold Owner harmless and reimburse Owner for loss and to defend Owner against any claim for losses or injury caused by the System. This indemnity obligation will continue after the termination of this Agreement if the loss or injury occurred during the term of the Agreement. The Customer agrees to reimburse Owner for and defend Owner against any claims, for losses or injuries caused by the System, unless such losses or injuries are caused by the gross negligence or willful misconduct of Owner. IN NO EVENT SHALL OWNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.

**10. Maintenance and Care of Owner's System:** The Customer agrees to install, use and maintain the System in accordance with the dealer specifications and use only those supplies supplied or approved by The Dealer which meet manufacturer specifications. Customer agrees to maintain the System in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. Maintenance, provided by the Dealer, is included for the listed System. Maintenance includes, and is limited to; parts repair or replacement and associated labor, for service required as a result of normal wear and tear. Supplies, excluding throughput stocks and staples are included unless otherwise indicated. Work associated with Customer's Information Technologies not listed on this Agreement, including but not limited to Software, Computers, Data Files and Network is not covered by the Owner, and is billable to Customer. Owner is not responsible for any damage to Customer's Information Technology Systems. Customer is responsible for all Software Agreements and Owner is not a party to any such licensing, but will include such software as part of the Agreement.
In Accordance with this agreement, within 10 days of the expiration or earlier termination, for whatever reason, of the Agreement, Customer will deliver the System to Owner in good condition and repair, except for normal wear and tear.

**11. Location of System:** The Customer will keep the System at the location specified in this Agreement. The Customer must obtain Owner's written permission to move the System. The Customer will allow Owner or its agents to inspect the System at any reasonable time wherever it is located.

**12. Assignment:** THE CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE SYSTEM OR THIS AGREEMENT. Owner may sell, transfer or assign this Agreement without notice and if Owner does, the new owner will have the same rights and benefits Owner has and will not have to perform any of "Owner's" obligations. Owner will retain those obligations and Customer agrees that the rights of the assignee will not be subject to any claims, defenses or setoffs the customer may have against the Owner.

**13. Warranties:** WARRANTY DISCLAIMER. OWNER MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE SYSTEM IS FIT FOR A PARTICULAR PURPOSE OR THAT THE SYSTEM IS MERCHANTABLE. OWNER TRANSFERS TO CUSTOMER ANY WRITTEN WARRANTIES MADE BY THE VARIOUS MANUFACTURERS REPRESENTED IN THIS AGREEMENT. CUSTOMER AGREES CUSTOMER HAS SELECTED THE SUPPLIER AND EACH ITEM OF SYSTEM AND ASSOCIATED PRODUCTS BASED UPON ITS OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OWNERS.

**14. Default and Remedies:** The Customer will be in default if any of the following occurs: (i) Customer does not pay any amount to Owner within ten (10) days of when it is due, (ii) Customer breaches any other term of this agreement, and such breach remains uncured for 10 days after Owner has notified Customer of such default, (iii) Customer or any guarantor dies; (iv) Customer or any guarantor becomes insolvent or unable to pay its debts when due; Customer stops doing business as going concern; Customer merges, consolidates, or transfers all or substantially all of its assets; or (v) Customer makes an assignment for the benefit of its creditors or voluntarily file or have filed against it an action under any bankruptcy proceedings. If the Customer defaults, Owner can take the following remedies: a) terminate this Agreement; b) demand that the Customer pay the remaining balance of the Agreement and return the System to Owner at the Customer's expense; c) repossess the System or d) exercise any other remedy available at law or equity. At Owner's option, we may repossess the System. Customer waives any rights Customer may have to notice before Owner seizes any of the System and waives any requirement that Owner post a bond in connection with any such seizure or repossession. In addition, if the Customer breaks any promise in the Agreement, Owner can use any remedies available to Owner under the UCC or any other applicable law. The Customer promises to pay Owner's reasonable attorney fees and any cost associated with enforcement of this Agreement. Customer also agrees to pay interest on all past due amounts, from the due date, at 1.5% per month. This action will not void the Customer's responsibility to maintain and care for the System, nor will OWNER be liable for any action taken on any assigned party's behalf.

**15. Business Agreement and Choice of Law:** THE CUSTOMER AGREES THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW FOR THE STATE IN WHICH OWNER OR ASSIGNEE HAS ITS HOME OFFICE. OWNER OR ASSIGNEE HAS THE OPTION OF PURSUING ANY ACTION UNDER THIS AGREEMENT IN ANY COURT OF COMPETENT JURISDICTION AND THE CUSTOMER CONSENTS TO JURISDICTION AND VENUE IN THE STATE OF OUR OR OUR ASSIGNEE'S CHOICE. OWNER OR ASSIGNEE AND CUSTOMER WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT AND WAIVE ANY RIGHT TO TRANSFER VENUE.

**16. Renewal and Return of System:** After the Minimum Term, as defined by the Agreement and any written extension thereof, this Agreement will automatically renew on a twelve (12) month basis unless the Customer notifies Owner in writing not less than 90 days prior to the expiration of the Minimum Term or extension of its intention to return the System. Provided the Customer has given such timely notice, it shall return the System, freight and insurance prepaid, to Owner in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Owner. The Customer must pay any additional rents due until the System is received in good working condition by Owner or its agents. You are responsible for protecting and removing any confidential data/images stored on the equipment prior to its return for any reason.

**17. Other Rights:** The Customer agrees that Owner's delay, or failure to exercise any rights, does not prevent Owner from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the agreement shall be modified to the minimum extent as permitted by law. Purchase orders or any other type of ordering document will not modify or affect the Agreement, nor will any such document have any legal effect and will only serve for the purpose of identifying the System and associated services ordered by the Customer.

**18. UCC-2A Provisions:** Customer agrees that Owner may use any and all of the remedies available through law. Customer also waives any and all rights and remedies granted to Customer under Sections 2A-508 through 2A-522 of the UCC.

**19. Entire Agreement:** This Agreement represents the entire Agreement between Owner and the Customer regarding the financing of the System. Neither Owner nor the Customer will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both parties.

**20. MISCELLANEOUS:** Any change in any of the terms and conditions of this Agreement must be in writing and signed by Owner. Customer agrees, however, that Owner is authorized, without notice to Customer, to supply missing information or correct obvious errors in this Agreement. A fax version of Customer's signature on this Agreement when received by Owner shall be binding upon Customer as if originally signed. However, this Agreement shall be binding on Owner when signed by Owner. Both Customer and Owner agree that the version of this Agreement with Owner's original signature shall constitute the original authoritative version.

Rev. 6/15/11

# Purchasing Solutions Alliance PSA

*a purchasing cooperative for public agencies*

## PSA Contract No. 13-101

## Multifunction Devices, Related Products, Services & Solutions

DOCUMATION
Business Technology Integration.

CONTRACT DETAILS

**Contract**
Full array of business technology solutions including assessment and analysis of business technology needs; purchase, lease and rental of multi-function devices (24, 36, 48 and 60 months); digital copiers and printers; full service maintenance agreements; electronic document management solutions; overflow document management services; workflow applications; fax routing and electronic scanning; and print on-demand services.

**Contract Term**
Two year initial term 5.15.2013 through 5.14.2015. Second optional annual extension effective 5.15.2016 through 5.14.2017. One optional annual contract extension remaining.

**Edgar Compliance**
The DOCUmation contract 13-101 is fully EDGAR compliant, as of 4.18.2016.

**Orders**
Orders are placed directly with DOCUmation locations, referencing the PSA Contract No. 13-101.

**Vendor Contact Info**

George Ricks
Vice President, Technology Services
Phone: 210.341.4431
Email: gricks@mation.com
Website: www.mation.com

**DOCUmation is ready to assist with your business technology needs!**
Contact a local DOCUmation Account Executive by calling 1-888-201-8431. Let the operator know what city you are calling from and they will connect you with DOCUmation's nearest office.

**Pricing**
Consists of competitive discounts from MSRP resulting in immediate cost savings opportunities; and highly negotiated pricing on maintenance agreements inclusive of all diagnostic and repair services, replacement parts, toner and other supplies. Contract pricing available upon request.

**Delivery and Installation**
All equipment delivered F.O.B. to customer's destination, and includes:

- Unwrap protective covering;

Quick Links










Search BVCOG

- Assembly of all accessories;
- Connection to correct AC outlet;
- Power up equipment, and test functionality.

Networked Devices:

- IT technician will install device on customer's network with approval from IT department;
- IT technician will test all print, scan and fax functionality if so equipped;
- IT technician will load correct printer drivers on one each platform; and
- IT technician will leave Drivers and other CD's with customer key operator.

Software Solutions:

- All delivery and installation service for Software Solutions will be detailed in the Statement of Work for the specific application.

**Equipment Moves and Re-locations**
Equipment moves shall only be made by qualified DOCUmation personnel.

Re-locations within the same floor and building will be performed at no charge one time during the term of the contract/lease.

All requests for re-locations shall be made through the local DOCUmation Field Service Manager. Based upon a site survey of new location, FSM will provide customer with a quote for the moving charges.

Cost for re-locations will be calculated as follows:

- Minimum charge will be $150;
- Equipment segment;
- Distance; and
- Special or other unusual delivery conditions (Such as transporting equipment up steps, or flights of stairs).

BVCOG Affiliates

PSA

WORKFORCE SOLUTIONS BRAZOS VALLEY

United Way

PROJECT UNITY

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Webmail Login

PSA Purchasing Solutions Alliance

*a purchasing cooperative for public agencies*

DOCUMATION

Business Technology Integration

## Rental Payment Factors

## May 15, 2015

Use these factors to calculate monthly equipment payments

| | |
|---|---|
| 24 months | 0.0468 |
| 36 months | 0.0312 |
| 48 months | 0.0260 |
| 60 months | 0.0218 |

| | | | | |
|---|---|---|---|---|
| Lexmark C/X74x Caster Base | 34T5114 | $399 | $349 | 12% |
| Lexmark Swivel Cabinet | 3052765 | $284 | $249 | 12% |

### Model Description

Print, copy, scan and fax; up to 35 ppm black or color printing; Legal-size, flatbed duplex scanner; Time to first print as fast as 9 seconds; 1.2GHz Processor; USB, Gigabit Ethernet, USB Direct port for printing or scanning; duplex printing and scanning standard; 550-sheet tray and 100-sheet multipurpose feeder standard input, 250-sheet output, 50-sheet automatic document feeder; PostScript 3, PCL 6, XPS, HTML, Direct image; 512MB memory standard; 1200 x 1200 dpi printing; Ships with 6,000-page color and 6,000-page black cartridges, Eco-Mode and Quiet Mode available

When installing a 2000 or 2100 sheet input option on ANY Lexmark model, the compatible caster base is required.

| | Part Number | MSRP | PSA Price | PSA Discount |
|---|---|---|---|---|
| **LEXMARK XS798dte Color MFP*** | 47B1290 | $9,776 | $7,850 | 20% |
| **Options and Accessories** | | | | |
| C792, X792 550-Sheet Drawer | 47B0110 | $399 | $349 | 12% |
| C792, X792 2000-Sheet High Capacity Feeder** | 47B0111 | $1,027 | $899 | 12% |
| C792, X792 Banner Media Tray | 47B0118 | $570 | $499 | 12% |
| C792, X792 Staple Finisher | 47B1100 | $879 | $699 | 20% |
| C792, X792 5-Bin Mailbox | 47B1101 | $879 | $699 | 20% |
| C792, X792 High Capacity Output Stacker | 47B1102 | $690 | $549 | 20% |
| C792, X792 Staple Finisher with Hole Punch | 47B1103 | $1,256 | $999 | 20% |
| C792, X792 Spacer | 47B0112 | $193 | $169 | 12% |
| MarkNet N8250 802.11b/g/n Wireless Print Server (US/Americas) | 27X0025 | $513 | $449 | 12% |

*This model does not ship with Toner Cartridges.

**In order to use the 2000-Sheet High Capacity Feeder, remove the 2 bottom trays which are standard with the 'dte' configuration

When installing a 2000 or 2100 sheet input option on ANY Lexmark model, the compatible caster base is required.

### Model Description

Print, copy, scan and fax; 10.2-inch color touch screen; Duplex printing standard; Up to 50 ppm black or color; 1.2GHz Processor; 2GB RAM; 160+GB Hard Disk; 1200 x 1200 dpi; 1,750-sheet input from three 550-sheet drawers and 100-sheet multipurpose feeder; 500-sheet output; Caster base; Time to first page as fast as 8 seconds for black or 9 seconds for color; USB and Gigabit Ethernet; Legal-size flatbed scanner with 75-sheet automatic document feeder; Single-pass duplex scanning; Front USB direct print port; PostScript 3 and PCL 6 emulations, XPS and PPDS Migration Tool; 2,500 to 17,000 pages per month recommend monthly usage, 150,000 pages maximum monthly duty cycle; 20,000-page black and 18,000-page color cartridges available

## MEMORY

| | Part Number | MSRP | PSA Price | PSA Discount |
|---|---|---|---|---|
| **Lexmark Memory** | | | | |
| 128MB DDR SDRAM DIMM | 1022298 | $661 | $579 | 12% |
| 256MB DDR SDRAM DIMM | 1022299 | $684 | $599 | 12% |
| 512MB DDR SDRAM DIMM | 1022301 | $684 | $599 | 12% |
| 256MB DDR II SDRAM DIMM | 1025041 | $684 | $599 | 12% |
| 512MB DDR II SDRAM DIMM | 1025042 | $684 | $599 | 12% |
| 1GB DDR II SDRAM DIMM | 1025043 | $983 | $859 | 13% |
| 128MB DDR SDRAM DIMM | 13N1523 | $661 | $579 | 12% |
| 256MB DDR SDRAM DIMM | 13N1524 | $684 | $599 | 12% |
| 512MB DDR SDRAM DIMM | 13N1526 | $684 | $599 | 12% |
| 1GBx32 DDR3 RAM | 57X9016 | $90 | $79 | 12% |
| 2GBx32 DDR3 RAM | 57X9012 | $113 | $99 | 12% |
| 512MB DDR3 SO-DIMM | 57X9014 | $67 | $59 | 12% |
| 1GB DDR3 SO-DIMM | 57X9011 | $90 | $79 | 12% |
| 256MB User Flash Memory | 14F0245 | $456 | $399 | 12% |
| 256MB User Flash Memory | 57X9101 | $67 | $59 | 12% |
| 160GB Hard Drive | 27X0014 | $547 | $479 | 12% |
| 160+GB Hard Disk | 27X0200 | $547 | $479 | 12% |
| 160+GB Hard Disk | 27X0210 | $547 | $479 | 12% |

## Application Solutions Options - All MFPs

| | Part Number | MSRP | PSA Price | PSA Discount |
|---|---|---|---|---|

DOCUMATION
Business Technology Integration.

# PSA B/W Service Pricing

| Prints Copies Included | 49 ppm and under | | Prints Copies Included | 50 ppm and over | |
|---|---|---|---|---|---|
| | Base | Overage | | Base | Overage |
| 1000 | $34 | $0.0395 | | | |
| 1500 | $48 | $0.0367 | | | |
| 2000 | $54 | $0.0311 | | | |
| 2500 | $61 | $0.0282 | | | |
| 3000 | $66 | $0.0254 | | | |
| 3500 | $69 | $0.0226 | | | |
| 4000 | $75 | $0.0215 | | | |
| 4500 | $77 | $0.0198 | | | |
| 5000 | $82 | $0.0189 | | | |
| 6000 | $96 | $0.0184 | | | |
| 7000 | $110 | $0.0181 | | | |
| 8000 | $124 | $0.0178 | | | |
| 9000 | $135 | $0.0173 | | | |
| 10000 | $147 | $0.0169 | 10000 | $120 | $0.0140 |
| 12500 | $176 | $0.0162 | 12500 | $143 | $0.0133 |
| 15000 | $203 | $0.0156 | 15000 | $166 | $0.0129 |
| 17500 | $229 | $0.0150 | 17500 | $186 | $0.0124 |
| 20000 | $251 | $0.0145 | 20000 | $205 | $0.0119 |
| 25000 | $307 | $0.0141 | 25000 | $250 | $0.0116 |
| 30000 | $360 | $0.0138 | 30000 | $293 | $0.0114 |
| 35000 | $409 | $0.0134 | 35000 | $333 | $0.0111 |
| 40000 | $456 | $0.0131 | 40000 | $371 | $0.0108 |
| 45000 | $499 | $0.0128 | 45000 | $407 | $0.0105 |
| 50000 | $540 | $0.0124 | 50000 | $440 | $0.0102 |
| | | | 100000 | $720 | $0.0083 |
| | | | 150000 | $1,068 | $0.0082 |
| | | | 200000 | $1,320 | $0.0076 |
| | | | 250000 | $1,375 | $0.0063 |

DOCUMATION
New Ideas, New Solutions.

**PRICE LIST**
**COLOR / FAX / DUPLICATOR / WIDE FORMAT**

**B/W Printers - FSMA including supplies: $0.022 per impression**
$25 Base includes 1,000 prints. All overages billed at $ .022 per print.

**B-to-C & PROFESSIONAL COLOR - Includes all supplies except paper**

Black Prints = Use B-W Segment base and cpc.
Color Prints = $0.09 per page - No Additional Base charge or $0.08 per page with 5,000 color base

**SMALL COLOR PRINTERS - Includes all supplies except paper**

| | Black/White Pages | | Color Pages | |
|---|---|---|---|---|
| Billing Frequency | Monthly | Quarterly | Monthly | Quarterly |
| Base Charge | 45 | 135 | none | none |
| Pages Included | 1500 | 4500 | none | none |
| Overage Cost | $0.03 | $0.03 | $0.20 | $0.20 |

**FAX MACHINES Service Contract not including supplies**

| | FMA -*All on-site service calls and parts included.* | | | | | DEPOT SERVICE -*Service call trips not inc.* | | | | 55% |
|---|---|---|---|---|---|---|---|---|---|---|
| M.S.R.P | 1 Year Annual | 2-Year Annual | 3-Year Annual | 2-Year Adv. Pay | 3-Year Adv. Pay | 1 Year Annual | 2-Year Annual | 3-Year Annual | 2-Year Adv. Pay | 3-Year Adv. Pay |
| Under 1500 | $299 | $278 | $249 | $498 | $748 | $164 | $154 | $147 | $274 | $411 |
| 1500-2499 | $349 | $326 | $291 | $582 | $873 | $192 | $179 | $171 | $320 | $480 |
| 2500-2999 | $429 | $401 | $358 | $715 | $1,073 | $236 | $221 | $211 | $393 | $590 |
| 3000-3999 | $440 | $411 | $367 | $733 | $1,100 | $242 | $226 | $216 | $403 | $605 |
| 4000-4999 | $460 | $430 | $384 | $767 | $1,150 | $253 | $236 | $226 | $422 | $633 |
| 5000-5999 | $480 | $449 | $401 | $800 | $1,200 | $264 | $247 | $236 | $440 | $660 |
| 6000-6999 | $500 | $467 | $417 | $833 | $1,250 | $275 | $257 | $246 | $458 | $688 |
| 7000-7999 | $560 | $523 | $467 | $933 | $1,400 | $308 | $288 | $275 | $513 | $770 |
| 8000-8999 | $640 | $598 | $534 | $1,067 | $1,600 | $352 | $329 | $314 | $587 | $880 |
| 9000-9999 | $720 | $673 | $601 | $1,200 | $1,800 | $396 | $370 | $354 | $660 | $990 |
| 10000-12000 | $800 | $748 | $668 | $1,333 | $2,000 | $440 | $411 | $393 | $733 | $1,100 |
| 12000+ | Quote Required from Service | | | | | Quote Required from Service | | | | |

**DIGITAL DUPLICATOR RATES (Excludes Supplies)**

| Monthly Rates | | | Quarterly Rates 0.995 | | | Semi-Annual 0.97 | | | Annual Rates 0.955 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Quantity | Base | Overage | Quantity | Base | Overage | Quantity | Base | Overage | Quantity | Base | Overage |
| | | | | | | 15,000 | $57.30 | $0.0029 | 15,000 | $112.88 | $0.0028 |
| | | | | | | 21,000 | $76.40 | $0.0029 | 21,000 | $150.51 | $0.0028 |
| | | | 15,000 | $51.71 | $0.0030 | 30,000 | $101.87 | $0.0029 | 30,000 | $200.68 | $0.0028 |
| | | | 22,500 | $77.57 | $0.0030 | 45,000 | $152.81 | $0.0029 | 45,000 | $301.04 | $0.0028 |
| | | | 30,000 | $100.47 | $0.0029 | 60,000 | $197.93 | $0.0028 | 60,000 | $389.91 | $0.0027 |
| | | | 37,500 | $103.43 | $0.0029 | 75,000 | $203.76 | $0.0028 | 75,000 | $401.40 | $0.0027 |
| | | | 45,000 | $124.11 | $0.0028 | 90,000 | $244.50 | $0.0027 | 90,000 | $481.66 | $0.0026 |
| 20,000 | $54.00 | 0.0027 | 60,000 | $159.57 | $0.0027 | 120,000 | $314.35 | $0.0027 | 240,000 | $619.28 | $0.0027 |
| 25,000 | $65.00 | 0.0026 | 75,000 | $192.08 | $0.0026 | 150,000 | $378.39 | $0.0026 | 300,000 | $745.42 | $0.0026 |
| 35,000 | $87.50 | 0.0025 | 105,000 | $258.56 | $0.0025 | 210,000 | $509.37 | $0.0025 | 420,000 | $1,003.46 | $0.0025 |
| 50,000 | $110.00 | 0.0022 | 150,000 | $325.05 | $0.0022 | 300,000 | $640.35 | $0.0022 | 600,000 | $1,261.49 | $0.0022 |
| 75,000 | $150.00 | 0.0021 | 225,000 | $443.25 | $0.0021 | 450,000 | $873.20 | $0.0021 | 900,000 | $1,720.21 | $0.0021 |
| 100,000 | $190.00 | 0.002 | 300,000 | $561.45 | $0.0020 | 600,000 | $1,106.06 | $0.0020 | 1,200,000 | $2,178.93 | $0.0020 |
| 125,000 | $221.88 | 0.002 | 375,000 | $655.66 | $0.0020 | 750,000 | $1,291.64 | $0.0020 | 1,500,000 | $2,544.53 | $0.0020 |
| 150,000 | $262.50 | 0.002 | 450,000 | $775.69 | $0.0020 | 900,000 | $1,528.10 | $0.0020 | 1,800,000 | $3,010.37 | $0.0020 |
| 200,000 | $340.00 | 0.0019 | 600,000 | $1,004.70 | $0.0019 | 1,200,000 | $1,979.26 | $0.0019 | 2,400,000 | $3,899.14 | $0.0019 |

**Ricoh Wide Format Service (including supplies except paper) Not including CW2200**

| | Linear Feet Included in Base | Base Charge | Cost per Linear Foot in excess of base |
|---|---|---|---|
| Plan I | 278 | $50.00 | $0.18 *Per Linear Foot* |
| Plan II | 375 | $63.75 | $0.17 *Per Linear Foot* |
| Plan III | 500 | $80.00 | $0.16 *Per Linear Foot* |
| Plan IV | 1000 | $150.00 | $0.15 *Per Linear Foot* |
| Plan V | 2000 | $280.00 | $0.14 *Per Linear Foot* |
| Plan VI | 3000 | $390.00 | $0.13 *Per Linear Foot* |
| Plan VII | 4000 | $480.00 | $0.12 *Per Linear Foot* |
| Plan VIII | 5000 | $550.00 | $0.11 *Per Linear Foot* |

| Tab | CC Date | Dept No. | Install Date | Serial Number | Department | Req. No. | Coop Contract Number | Model Description | Monthly Pymt Amount | Title Xfer at End of Lease? (Y/N) | Bargain Purchase Option? (Y/N) | Lease Term in Months | Est. Economic Useful Life in Mo.'s | Total Principal Pmts Over Lease Term | FMV of Leased Equip. at Lease Inception | Capital or Operating Lease? (Calculated Field) | % Interest |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | 1 | 2 | 3a | 3b | 4a | 4b | | |
| 1 | 2/16/2016 | 130 | | | ELECTIONS | 290881 | DIR-TSO-3041 | Pro C5100S | $907.11 | N | N | 36 | 60 | $32,655.96 | $29,491.45 | Capital Lease | 6.740 |
| 2 | 2/16/2016 | 170 | | | AUDITORS | 291555 | DIR-TSO-3043 | WC7970 | $249.76 | N | N | 36 | 60 | $8,991.36 | $8,108.00 | Capital Lease | 6.840 |
| 3 | 2/16/2016 | 170 | | | AUDITORS | 291554 | DIR-TSO-3043 | WC5945 | $156.10 | N | N | 36 | 60 | $5,619.60 | $5,156.00 | Capital Lease | 5.676 |
| 4 | 2/16/2016 | 170 | | | AUDITORS | 291552 | DIR-TSO-3043 | WC5945 | $156.10 | N | N | 36 | 60 | $5,619.60 | $5,156.00 | Capital Lease | 5.676 |
| 5 | 3/1/2016 | 45 | | | AUX COURT | 289745 | DIR-TSO-3041 | 4054 | $159.18 | N | N | 36 | 60 | $5,730.48 | $4,969.13 | Capital Lease | 9.502 |
| 6 | 11/17/2015 | 121 | | 3HTJGTKT1HN4666 | Precinct 1 | 291375 | BB 430-13 | 2-Holt CT660 | $2,667.15 | Y | Y | 84 | 84 | $224,040.60 | $204,069.32 | Capital Lease | 2.689 |
| 7 | 11/17/2015 | 121 | | 3HTJGTKT3HN4666 | Precinct 1 | 291375 | BB 430-13 | 2-Holt CT660 | $2,667.15 | Y | Y | 84 | 84 | $224,040.60 | $204,069.32 | Capital Lease | 2.689 |
| 8 | 1/26/2016 | 123 | | | Precinct 3 | 292749 | BB 430-13 | 2-Holt CT660 | $2,059.11 | Y | Y | 84 | 84 | $172,965.24 | $157,507.11 | Capital Lease | 2.690 |
| 9 | 1/26/2016 | 123 | | | Precinct 3 | 292749 | BB 430-13 | 2-Holt CT660 | $2,059.11 | Y | Y | 84 | 84 | $172,965.24 | $157,507.11 | Capital Lease | 2.690 |
| 10 | 3/7/2016 | 160 | | | PURCHASING | 293065 | DIR-TSO-3041 | 4503 | $174.70 | N | N | 48 | 60 | $8,385.60 | $6,724.21 | Capital Lease | 4.110 |
| 11 | 4/5/2016 | 340 | | | Health Dept. | 294237 | DIR-TSO-3041 | MPC8002SP | $452.53 | N | N | 36 | 60 | $16,291.08 | $14,586.75 | Capital Lease | 6.840 |
| 12 | 5/24/2016 | 150 | | | TREASURERES | 292584 | DIR-TSO-3043 | WC3655 | $76.86 | N | N | 36 | 60 | $2,766.96 | $2,555.00 | Capital Lease | 5.247 |
| 13 | 04/05/216 | 150 | | | TREASURERES | 292592 | DIR-TSO-3043 | WC7970 | $249.76 | N | N | 36 | 60 | $8,991.36 | $8,108.00 | Capital Lease | 6.590 |
| 14 | 5/24/2016 | 150 | | | TREASURERES | 292573 | DIR-TSO-3043 | WC3655 | $76.86 | N | N | 36 | 60 | $2,766.96 | $2,555.00 | Capital Lease | 5.247 |
| 15 | 5/3/2016 | 380 | | | Texas A&M Agrilife | 295939 | DIR-TSO-3043 | WC7835 | $161.92 | N | N | 36 | 60 | $5,829.12 | $5,276.00 | Capital Lease | 11.000 |
| 16 | 4/19/2016 | 125 | | | Executive Office | 296911 | DIR-TSO-3041 | MPC5503 | $203.58 | N | N | 48 | 60 | $9,771.84 | $0.00 | Capital Lease | |
| 17 | 05/24/20016 | 60 | | | J.P. 1/2 | 293819 | DIR-TSO-3041 | MPC4503 | $169.10 | N | N | 48 | 60 | $8,116.80 | $6,500.53 | Capital Lease | 11.345 |
| 18 | 05/24/20016 | 60 | | | J.P. 1/2 | 297019 | DIR-TSO-3041 | SPC252DN | $20.75 | N | N | 36 | 60 | $747.00 | $621.51 | Capital Lease | 12.360 |
| 20 | 05/24/20016 | 60 | | | J.P. 1/2 | 296098 | DIR-TSO-3041 | SPC252DN | $20.75 | N | N | 36 | 60 | $747.00 | $621.51 | Capital Lease | 12.360 |
| 21 | 05/24/20016 | 60 | | | J.P. 4/1 | 293996 | DIR-TSO-3041 | MPC4503 | $169.10 | N | N | 48 | 60 | $8,116.80 | $6,500.53 | Capital Lease | 11.345 |
| 22 | 05/24/20016 | 60 | | | J.P. 2/2 | 293995 | DIR-TSO-3041 | MPC4503 | $169.10 | N | N | 48 | 60 | $8,116.80 | $6,500.53 | Capital Lease | 11.345 |
| 23 | 05/24/20016 | 60 | | | J.P. 3/1 | 296854 | DIR-TSO-3041 | MPC306SPF | $72.93 | N | N | 36 | 60 | $2,625.48 | $2,141.08 | Capital Lease | 13.762 |
| 24 | 6/21/2016 | 85 | | | Public Defender | 297380 | DIR-TSO-3041 | MPC4503 | $144.87 | N | N | 48 | 60 | $6,953.76 | $5,533.34 | Capital Lease | 11.688 |
| 25 | 6/21/2016 | 66 | | | J.P. 3/2 | 300353 | PSA 13-101 | XS798dte | $104.00 | N | N | 60 | 60 | $6,240.00 | $4,770.62 | Capital Lease | 11.116 |
| 26 | | | | | | | | | | N | N | | | $0.00 | $0.00 | | |
| 27 | | | | | | | | | | N | N | | | $0.00 | $0.00 | | |
| 28 | | | | | | | | | | N | N | | | $0.00 | $0.00 | | |
| 29 | | | | | | | | | | Y | Y | | | $0.00 | $0.00 | | |
| 30 | | | | | | | | | | N | N | | | $0.00 | $0.00 | | |
| 31 | | | | | | | | | | N | N | | | $0.00 | $0.00 | | |
| 32 | | | | | | | | | | N | N | | | $0.00 | $0.00 | | |

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# Lease Calculator

Fix Rate | Fix Payment

| | | |
|---|---|---|
| Product/Property Value | $ 4770.62 | |
| Residual Value | $ 0 | |
| Lease Term | 5 | years |
| | 0 | months |
| Monthly Payment | $ 104 | |

Calculate

**Result**

| | |
|---|---|
| Interest/Return Rate | 11.116% |
| Total of 60 Monthly Payments | $6,240.00 |
| Total Interest | $1,469.38 |




Mortgage Rate: 30 year fixed, all points, Credit score

| | | | |
|---|---|---|---|
| Smarter MORTGAGES | $1,140/month<br>Points: 0<br>Fees: $0<br>NMLS # 140234 | APR: 3.625%<br>Rate: 3.625%<br>Lock: 42 days<br>Jun. 7 | Next > 877-619-6057 |
| Sebonic Financial | $1,123/month<br>Points: 0<br>Fees: $552<br>NMLS # 66247 | APR: 3.518%<br>Rate: 3.500%<br>Lock: 30 days<br>Jun. 7 | Next > 877-661-8303 |
| Sebonic Financial | $1,071/month<br>Points: 1.1<br>Fees: $3,585<br>NMLS # 66247 | APR: 3.328%<br>Rate: 3.125%<br>Lock: 30 days<br>Jun. 7 | Next > 877-661-8303 |

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## What is a Lease?

A lease is a contract made for the use of an asset. It is made between a lessor (the owner of the asset) and a lessee (the person who wants to use the asset).

You will hear the most about leasing houses and cars, but you can lease anything. Businesses routinely lease all sort of equipment, because the effect on the bottom line and on tax is favorable.

There is a considerable difference between leasing an asset and renting it. A lease contract is a strictly binding business agreement. The two parties make the agreement and neither one can deviate from its terms (without some very exceptional reason). Lease an apartment for three years, and you owe the rent on that apartment for the next three years month by month, and if you don't pay it, you will incur serious penalties.

This is very different from renting an apartment. Most rental contracts are covered by much more considerate terms for the tenant, who can move out early; arrange late payment in some cases, etc. That is why it is unusual for a landlord to lease an apartment to an individual -- the laws covering rental contracts are better protection for both tenant and landlord. However, should a business seek an apartment to use, perhaps, for executives who visit the city from time to time, a leasing agreement might be favorable.

When agreeing to a lease, you will almost certainly be asked to make a deposit to cover risk of damages and non-payment. It should be clearly stated in the lease that the deposit is refundable.

## Leasing a Car

The most common form of leasing seen today is automobile leasing. This is not because leasing a car is cheaper than buying one – on the contrary, overall it's more expensive. But auto leasing has two principal benefits that make it very popular despite the expense: You can always drive a fairly new car, and it's always under warranty; and, for the same budget, you can often get a larger, more luxurious, better-equipped car.

When you lease, there are many factors to consider: The initial down payment, the amount of the monthly payment, the time of the lease (this is usually three years in the U.S., but it is possible to lease for six years), the mileage you can drive every year, etc.

Your monthly payment is based on the difference between the cost of the automobile ("transaction price" or its "capitalized cost") when it's new, and what the car is forecast to be worth at the end of the leasing period -- this is called the "residual value." This difference is financed at a particular rate of

**Zimbra** **rudy.salinas1@co.hidalgo.tx.us**

## DOCUmation Agreement

**From :** Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us> Fri, Jun 10, 2016 03:27 PM
**Subject :** DOCUmation Agreement 1 attachment
**To :** Eddie Martinez <emartinez@mation.com>
**Cc :** Mike Garza <mgarza@mation.com>, Daisy Zarate <daisy.zarate@co.hidalgo.tx.us>

Eddie,

I had our legal department review your agreement (see attached) and they are recommending the following statement be added before the Terms & Condition:

**"To the extent permitted by the laws and the Constitution of the Sate of Texas."**

Subject to this revision, the agreement has been approved as to form.

Please expedite this request so we can continue the progress already made.

Thank You,

**Rudy Salinas, Purchasing Specialist III**
Hidalgo County Purchasing Department
2808 South Business Highway 281
Edinburg, Texas 78539
Phone: 956-318-2626 Ext: 4875
Email: rudy.salinas1@co.hidalgo.tx.us

**Documanage Agreement 6-7-16.pdf**
2 MB

**Zimbra** **rudy.salinas1@co.hidalgo.tx.us**

## Legal Review & Approval Request regarding Documanage Agreement

**From :** Jonathan Almanza <jonathan.almanza@da.co.hidalgo.tx.us> Fri, Jun 10, 2016 01:46 PM

1 attachment

**Subject :** Legal Review & Approval Request regarding Documanage Agreement

**To :** martha salazar <martha.salazar@co.hidalgo.tx.us>

**Cc :** rudy salinas1 <rudy.salinas1@co.hidalgo.tx.us>, daisy zarate <daisy.zarate@co.hidalgo.tx.us>, josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Victor Garza <victor.garza@da.co.hidalgo.tx.us>

Upon reviewing the contract, our office recommends placing the following statement before the terms and conditions provisions:

"to the extent permitted by the laws and the Constitution of the State of Texas."

Subject to this revision, our office approves as to form.

Sincerely,

Jonathan Lee Almanza
Assistant Criminal District Attorney
Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 292-7609 ext. 8183
(956) 318-2079 FAX
jonathan.almanza@da.co.hidalgo.tx.us

**********

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO jonathan.almanza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

**********

**Zimbra** **rudy.salinas1@co.hidalgo.tx.us**

## Re: I.T. Approval Request

**From :** Renan Ramirez <renan.ramirez@co.hidalgo.tx.us> Tue, Jun 07, 2016 09:43 AM
**Subject :** Re: I.T. Approval Request
**To :** Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>

Rudy,

I approve of the specs!

Thanks!

---
Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

---

**From:** "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
**To:** "renan ramirez" <renan.ramirez@co.hidalgo.tx.us>
**Sent:** Tuesday, June 7, 2016 8:47:08 AM
**Subject:** I.T. Approval Request

Mr. Ramirez, Good Morning!

Can you please review and approve this Lexmark Copier Model XS798dte for JP3.2?

Thank You,

**Rudy Salinas**
Procurement Specialist III
Phone: 292-7000 Ext: 4875

AI-54990

2016 Intradept. (line item) Transfer 2. H.

CC CONSENT

| | | | |
|---|---|---|---|
| Meeting Date: | 06/14/2016 | | |
| Submitted For: | Daisy Zarate, J.P. 3, 2 | Submitted By: | Daisy Zarate, J.P. 3, 2 |
| Department: | J.P. 3, 2 | | |

Information

CAPTION

2016 - J.P. Pct. 3, Pl. 2 (1100)

BACKGROUND

Fiscal Impact

| | | | |
|---|---|---|---|
| FISCAL YEAR: | 2016 | ACCT. #: | 6-1100-412-00-066-001-0-XXX |
| FUNDS AVAILABLE Y/N?: | Y | MATCHING FUNDS Y/N?: | |

BUDGETARY IMPACT:

Funds available as of 06/09/2016

Attachments

LIT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/09/2016 04:09 PM |
| Final Approval | | |
| Form Started By: Daisy Zarate | | Started On: 06/09/2016 03:31 PM |

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

Certificate Number:
2016-70072

Date Filed:
06/14/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Documation of San Antonio, Inc.
Mcallen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

300353
Copier (Lexmark XS798dte)

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
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| | | | |

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
Eduardo Martinez Jr
My Commission Expires
03/18/2017

AFFIX NOTARY STAMP / SEAL ABOVE

Mike Garza
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Mike Garza, this the 14th day of June, 20 16, to certify which, witness my hand and seal of office.

| Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath |
|---|---|---|
| | Eduardo Martinez Jr. | Senior Consultant |

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2016-70072

**Date Filed:**
06/14/2016

**Date Acknowledged:**
06/15/2016

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Documation of San Antonio, Inc.
Mcallen, TX United States

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County of Hidalgo

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

300353
Copier (Lexmark XS798dte)

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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| | | | |

**5 Check only if there is NO Interested Party.** [X]

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-54964

Purchasing Department 12. J.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Enriqueta Zambrano, PURCHASING DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

Public Defender:

Requesting authority to enter into a new 48-month (capital) lease copier for a RICOH AFICIO MP C4503 through our membership/participation with (DIR) Department of Information Resources awarded vendor, RICOH USA / GE RICOH USA contract DIR-TSO-3041 through Requisition #297380 in the amount of $144.87/month-equipment, 5,000 B/W impressions @ $0.0069 - $34.50/month & 1,850 color impressions @ $0.0428 - $79.18/month with a total of $258.55/month, effective upon approval,delivery & acceptance.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 61100412300850030780/430

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

BUDGETARY IMPACT:

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Attachments

Backup

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/14/2016 02:43 PM |
| Budget & Management | Veronica Ortiz | 06/14/2016 02:48 PM |
| Glinda Pacheco | Glinda Pacheco | 06/16/2016 09:15 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Enriqueta Zambrano Started On: 06/08/2016 11:54 AM

Final Approval Date: 06/16/2016

# Requisition
# PUBLIC DEFENDER

Req # 00297380
PO #
Date: 04/25/16

**Bill To:** x
x

**Vendor :** 211567
GE CAPITAL INFORMATION TECHNOLOGY SOl
RICOH USA, INC.
P.O. BOX 650073
DALLAS TX 75265

**Ship To:** PUBLIC DEFENDER
100 N. CLOSNER, 5TH FLOOR
EDINBURG TX 78539

**Contact:** Patricia
956-292-7040

**Contract No:** DIR-TSO-3041

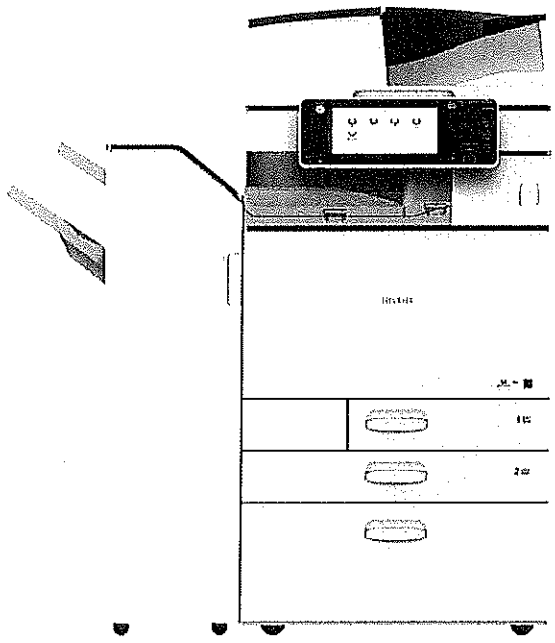
Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DIR-SDD-3041 *** PLEASE HAVE BILLING & DELIVERY ADDRESS AS: PUBLIC DEFENDER'S OFFICE - 100 N. CLOSNER, 5TH FLOOR - EDINBURG, TX 78539<br>DO NOT DUPLICATE ORDER | | |
| 6.00 | MONTH | CO NEW 48 MONTH (CAPITAL LEASE FOR A RICOH MPC4503 #416518 WITH SERVICE) | 103.35 | 620.10 |
| 6.00 | MONTH | CO ESP XG-PCS-15D | 3.79 | 22.74 |
| 6.00 | MONTH | CO NETWORK PRINT/SCAN CONNECTION (SEG. BC-4)PS-NWSCBC4 | 6.26 | 37.56 |
| 6.00 | MONTH | CO BRIDGE UNIT BU3070 | 2.07 | 12.42 |
| 6.00 | MONTH | CO FINISHER SR3140 (1000 SHEETS EXTERNAL) | 18.05 | 108.30 |
| 6.00 | MONTH | CO CABINET TYPE F | 2.57 | 15.42 |
| 6.00 | MONTH | CO FAX OPTION TYPE M4 | 8.78 | 52.68 |
| 6.00 | MONTH | CO SERVICE (5000 B/W IMPRESSIONS MONTHLY @ $0.0069) | 34.50 | 207.00 |
| 6.00 | MONTH | CO SERVICE (1850 B/W IMPRESSIONS MONTHLY @ $0.0428) | 79.18 | 475.08 |
| | | Account No | Encumbrance | |
| | | 6-1100-412-30-085-003-0-430 | 682.08 | |
| | | 6-1100-412-30-085-003-0-780 | 869.22 | |
| | | | Freight | .00 |
| | | | Total | 1,551.30 |
| | | GOLD SERVICE INCLUDES: PARTS, LABOR, TONER & STAPLE | | |
| | | *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 TSO-3041 APPENDEIX D MASTER LEASE AGREEMENT. IT IS ACKNOWLEDGES AND AGREED THAT THIS PURCHASE ORDER CONSTITUTES A "SCHEDULE" AS DEFINED IN THE MASTER LEASE AGREEMENT. | | |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

# Ricoh MPC4503

*Color & Black/White Multifunctional Device*



## *Key Features*

- 45-PPM monochrome and color
- 1,200-sheet paper capacity
  Trays 1 & 2 – 550 Sheet Paper Trays
  Cabinet Stand And 1 – 100 Sheet Bypass
- Fax Enabled
- DOSS (Data Overwrite Security System) standard - For ISO 15408 Compliance
- 1,000 Sheet External Finisher / Stapler
- Print & scan enabled; providing both black & white and color scanning
  Also with OCR Scanning
- Scan to/Print from USB/SD Card
- 5.7-second color/ 4-second monochrome first-print speed
- Energy Star® compliant

## *DIR Contract - Investment Details for Either Purchase or 48 Month Lease*

| TAB | Line | Equipment Breakdown | DIR Purchase Pricing | DIR 48 Month Pricing |
|---|---|---|---|---|
| COLOR | 20 | Ricoh MPC4503 #416518 | $3,875.85 | $103.35 - 98526 |
| SEGMENT 4 | 23 | ESP XG-PCS-15D | $151.13 | $3.79 - 98526 |
| | 24 | Network & Scan Connect – Seg BC4 / PS-NWSCBC4 | $250.00 | $6.26 - 98526 |
| | 31 | Bridge Unit BU3070 | $82.62 | $2.07 - 98526 |
| | 32 | Finisher SR3140 (1000 Sheet External) | $720.36 | $18.05 - 98526 |
| | 42 | Cabinet Type F | $102.77 | $2.57 - 98526 |
| | 45 | Fax Option Type M4 | $350.61 | $8.78 - 98526 |
| | | Equipment Totals | $5,533.34 | $144.87 |
| | | Service (5,000 B/W impressions monthly @ $0.0069) (Overages billed quarterly @ $0.0069) | | $34.50 |
| | | Service (1,850 Color impressions monthly @ $0.0428) (Overages billed quarterly @ $0.0428) | | $79.18 |
| | | | GRAND TOTAL PER MONTH | $258.55 |

***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).

8 MONTHS REMAINING IN FISCAL YEAR: 5/1/16-12/31/16
State of Texas DIR Contract Number: DIR-TSO-3041
48 Month LEASE AND SERVICE TERM
GOLD SERVICE INCLUDES: PARTS, LABOR, TONER & STAPLES Jupiter

*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-TSO-3041 Appendix D Master Lease Agreement. It is acknowledged and agreed that this Purchase Order constitutes a "Schedule" as defined in the Master Lease Agreement.

*Bill To/Ship To:
Hidalgo County – Public Defender
100 N. Closner, 5th Floor
Edinburg, TX 78539
Contact: Patricia Loya / Phone: 956-292-7040

RICOH
imagine. change.

# Ricoh USA, Inc.

**Vendor ID**
12227835217
**URL**
Vendor Website (https://www.ricoh-usa.com/majoraccount/txdir/)
**HUB Type**
Non HUB

**DIR Contract Number**
DIR-TSO-3041
**Contract Term End Date**
6/25/2016
**Contract Exp Date**
6/25/2019

E-Rate Qualified

**Contact Ricoh USA, Inc.**

**Contact**
Ben Rotz (mailto:ben.rotz@ricoh-usa.com)
**Phone**
(512) 381-7842
**Fax**
(913) 273-1567

**Contact DIR**

**Contact**
Airy Luangaphay (mailto:airy.luangaphay@dir.texas.gov)
**Phone**
(512) 463-3018
**Fax**
(512) 475-4759

## Contract Overview

Ricoh offers Ricoh branded hardware and related services for copiers, printers, scanners, and document management. Additional products and services include: lease and rental agreements. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. One reseller is available for Riso products under this contract.

### Contract Documents

- DIR-TSO-3041 Contract PDF (190.39KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3041 Contract.pdf)
- DIR-TSO-3041 Appendix A Standard Terms and Conditions PDF (482.18KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3041 Appendix A Standard Terms and Conditions.pdf)

RICOH

# Texas DIR

Purchase / Lease / Full Maintenance

Ben Rotz - Area Manager, State & Local Government
Phone: 512-381-7842
Email: ben.rotz@ricoh-usa.com

Schedule B to
Ricoh Master Pricing Agreement

Contract #: DIR-TSO-3041

| LINE | Ricoh Product Code EDP | Copies Prints Developments Per Minute | Ricoh Equipment and Options Prices Per Unit | Dec-14 Suggested Retail Price | Contract Equipment Purchase Price | FMV Lease 24 Monthly Payments | FMV Lease 36 Monthly Payments | FMV Lease 48 Monthly Payments | FMV Lease 60 Monthly Payments | Service Plan Options: Base Charge | Base Frequency | B&W Allowance | B&W CPC | Color Allowance | Color CPC | Supplies Included | Production 11x17 Click | Delivery & Installation Hardware |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Color | | | | | | | | | | | | | | | |
| 20 | 416518 | 45 B&W / 45 Color | MP C4503 | $18,590.00 | $3,875.65 | $179.89 | $125.84 | $103.35 | $90.85 | | MTH | | 0.0069 | | 0.0428 | Yes | | Included |
| | 416525 | 55 B&W / 55 Color | MP C5503 | $22,014.00 | $5,808.24 | $264.14 | $184.78 | $151.76 | $133.40 | | MTH | | 0.0070 | | 0.0431 | Yes | | Included |
| | 416534 | 60 B&W / 60 Color | MP C6003 | $25,315.00 | $9,029.22 | $404.57 | $283.02 | $232.44 | $204.33 | | MTH | | 0.0070 | | 0.0431 | Yes | | Included |
| 23 | 005428MIU | TAB - Color Segment 4 | ESP XG-PCS-15D (120 Volt, 15 Amp) | 346.00 | 151.13 | 6.58 | 4.61 | 3.78 | 3.33 | | | | | | | | | |
| 24 | PS-NWSCBC4 | TAB - Color Segment 4 | Network & Scan Connect - Seg BC4 | 425.00 | 250.00 | 10.90 | 7.63 | 6.26 | 5.51 | | | | | | | | | |
| | 416545 | | Paper Feed Unit PB3150 | 760.00 | 283.11 | 12.34 | 8.63 | 7.09 | 6.23 | | | | | | | | | |
| | 416544 | | Paper Feed Unit PB3160 | 1,050.00 | 472.52 | 20.60 | 14.41 | 11.84 | 10.40 | | | | | | | | | |
| | 417276 | | Paper Feed LCIT PB3230 | 1,910.00 | 514.83 | 22.45 | 15.70 | 12.90 | 11.34 | | | | | | | | | |
| | 416548 | | LCIT RT3030 (1500 Sheets) | 1,910.00 | 513.83 | 22.40 | 15.67 | 12.87 | 11.31 | | | | | | | | | |
| | 416550 | | Internal Shift Tray SH3070 | 450.00 | 160.22 | 7.12 | 4.98 | 4.09 | 3.59 | | | | | | | | | |
| | 416552 | | 1 Bin Tray BN3110 (125 Sheets) | 580.00 | 221.65 | 9.66 | 6.76 | 5.55 | 4.88 | | | | | | | | | |
| 31 | 416551 | TAB - Color Segment 4 | Bridge Unit BU3070 | 220.00 | 82.62 | 3.60 | 2.52 | 2.07 | 1.82 | | | | | | | | | |
| 32 | 416539 | TAB - Color Segment 4 | Finisher SR3140 (1000 Sheet External) | 1,930.00 | 720.36 | 31.41 | 21.97 | 18.05 | 15.86 | | | | | | | | | |
| | 416540 | | Booklet Finisher SR3150 (1000 Sheet External) | 4,040.00 | 1,133.44 | 49.42 | 34.57 | 28.39 | 24.96 | | | | | | | | | |
| | 416669 | | Punch Unit PU3050 NA | 980.00 | 223.67 | 9.75 | 6.82 | 5.60 | 4.93 | | | | | | | No | | |
| | 416542 | | Booklet Finisher SR3170 (2,000 Sheet External) | 5,110.00 | 1,568.90 | 68.41 | 48.77 | 40.05 | 35.21 | | | | | | | | | |
| | 416541 | | Finisher SR3160 (3,000 Sheet External) | 3,550.00 | 1,210.01 | 52.76 | 36.91 | 30.31 | 26.64 | | | | | | | No | | |
| | 416612 | | Punch Unit PU3060 NA | 980.00 | 223.67 | 9.75 | 6.82 | 5.60 | 4.93 | | | | | | | | | |
| | 416543 | | Internal Finisher SR3130 (500 Sheet) | 1,550.00 | 409.65 | 17.86 | 12.48 | 10.25 | 9.01 | | | | | | | | | |
| | 416615 | | Punch Unit PU3040 NA | 980.00 | 286.59 | 11.84 | 8.14 | 6.65 | 5.68 | | | | | | | | | |
| | 416610 | | Smart Operation Panel Type M3 | 380.00 | 142.05 | 6.19 | 4.33 | 3.56 | 3.13 | | | | | | | | | |
| | 416730 | | Imageable Area Extension Unit Type M3 | 110.00 | 38.29 | 1.67 | 1.17 | 0.96 | 0.84 | | | | | | | | | |
| 42 | 103475FNG | TAB - Color Segment 4 | Cabinet Type F | 250.00 | 102.77 | 4.48 | 3.13 | 2.57 | 2.26 | | | | | | | | | |
| | 416727 | | Caster Table Type M3 | 270.00 | 108.81 | 4.74 | 3.32 | 2.73 | 2.40 | | | | | | | | | |
| | | | *Fax Accessories* | | | | | | | | | | | | | | | |
| 45 | 416564 | TAB - Color Segment 4 | Fax Option Type M4 | 1,400.00 | 350.61 | 15.29 | 10.69 | 8.78 | 7.72 | | | | | | | | | |
| | 416565 | | Fax Connection Unit Type M4 | 290.00 | 110.83 | 4.83 | 3.38 | 2.78 | 2.44 | | | | | | | | | |
| | 416569 | | G3 Interface Unit Type M4 | 910.00 | 365.72 | 15.95 | 11.15 | 9.16 | 8.05 | | | | | | | | | |
| | 001342MIU | | 32MB Memory 400dpi/SAF | 295.00 | 37.28 | 1.63 | 1.14 | 0.93 | 0.82 | | | | | | | | | |
| | | | *Print / Scan Option Accessories* | | | | | | | | | | | | | | | |
| | 411699 | | IEEE 1284 Interface Type A | 134.00 | 47.35 | 2.06 | 1.44 | 1.19 | 1.04 | | | | | | | | | |
| | 416594 | | Camera Direct Print Card Type M4 | 270.00 | 25.19 | 1.10 | 0.77 | 0.63 | 0.55 | | | | | | | | | |
| | 410391 | | Postscript3 Unit Type M4 | 630.00 | 429.20 | 18.71 | 13.09 | 10.75 | 9.45 | | | | | | | | | |
| | 416598 | | SD card for NetWare printing Type M4 | 200.00 | 75.56 | 3.29 | 2.30 | 1.89 | 1.66 | | | | | | | | | |
| | 416599 | | IPDS Unit Type M4 | 1,730.00 | 855.88 | 31.13 | 22.16 | 17.72 | 15.09 | | | | | | | | | |
| | 414007 | | File Format Converter Type E | 817.00 | 204.52 | 8.92 | 6.24 | 5.12 | 4.50 | | | | | | | | | |
| | 413012 | | Optional Counter Interface Unit Type A | 81.00 | 29.22 | 1.27 | 0.89 | 0.73 | 0.64 | | | | | | | | | |
| | 416669 | | Key Counter Bracket Type M3 | 131.00 | 51.38 | 2.24 | 1.57 | 1.29 | 1.13 | | | | | | | | | |
| | 415814 | | Card Reader Bracket Type 3352 | 160.00 | 60.45 | 2.64 | 1.84 | 1.51 | 1.33 | | | | | | | | | |
| | 415620 | | Embedded HotSpot Type S | 961.00 | 386.88 | 16.36 | 13.07 | 10.45 | 8.90 | | | | | | | | | |
| | 416585 | | Browser Unit Type M4 | 170.00 | 63.47 | 2.77 | 1.94 | 1.59 | 1.40 | | | | | | | | | |
| | 416572 | | IEEE 802.11a/g/n Interface Unit Type M2 | 800.00 | 304.27 | 13.27 | 9.28 | 7.62 | 6.70 | | | | | | | | | |
| | 416605 | | OCR Unit Type M2 | 340.00 | 125.94 | 5.49 | 3.84 | 3.15 | 2.77 | | | | | | | | | |
| | 416731 | | Color Controller E-22C | 4,500.00 | 2,254.79 | 98.31 | 68.77 | 56.48 | 49.65 | | | | | | | | | |
| | 416733 | | Color Controller Connection Board Type M4 | 340.00 | 137.02 | 5.97 | 4.18 | 3.43 | 3.02 | | | | | | | No | | |
| | 404582 | | Fiery Composer FS-100 | 1,210.00 | 755.63 | 32.95 | 23.05 | 18.93 | 16.64 | | | | | | | | | |
| | 404598 | | Fiery Impose Type FS-100 | 2,300.00 | 1,696.41 | 72.66 | 50.83 | 41.74 | 36.69 | | | | | | | | | |
| | 404600 | | Hot Folders TYPE FS-100 | 725.00 | 526.92 | 22.97 | 16.07 | 13.20 | 11.60 | | | | | | | | | |
| | 404601 | | Spot On Type FS100 | 725.00 | 526.92 | 22.97 | 16.07 | 13.20 | 11.60 | | | | | | | | | |
| | 404602 | | Auto Trap TYPE FS-100 | 725.00 | 526.92 | 22.97 | 16.07 | 13.20 | 11.60 | | | | | | | | | |
| | 007091MIU | | Fiery CPS v4 | 3,260.03 | 2,343.45 | 102.17 | 71.48 | 58.70 | 51.60 | | | | | | | | | |
| | 007090MIU | | Fiery CPSv4 Software only | 2,241.03 | 1,210.08 | 53.15 | 37.18 | 30.54 | 26.84 | | | | | | | | | |
| | 007095MIU | | Fiery ES-2000 Spectrophotometer | 1,294.75 | 942.01 | 41.07 | 28.73 | 23.60 | 20.74 | | | | | | | | | |
| | 007183MIU | | EFI Productivity Pack for Fiery E22b E22c | 5,000.00 | 3,065.62 | 133.67 | 93.51 | 76.80 | 67.51 | | | | | | | | | |
| | GCP0001-PS1 | | Ricoh App For Google Cloud Print | 69.00 | 66.50 | 3.16 | 2.25 | 1.80 | 1.53 | | | | | | | | | |
| | | | *Security & Misc. Accessories* | | | | | | | | | | | | | | | |
| | 416391 | | Copy Data Security Unit Type G | 960.00 | 217.62 | 9.49 | 6.64 | 5.45 | 4.79 | | | | | | | | | |
| | 100209FNG | | External USB Keyboard(No bracket) | 70.00 | 40.30 | 1.76 | 1.23 | 1.01 | 0.89 | | | | | | | | | |
| | 416729 | | Smart Card Reader Built-in Unit Type M2 | 115.00 | 42.32 | 1.84 | 1.29 | 1.06 | 0.93 | | | | | | | | | |
| | 416939 | | External Keyboard Bracket Type M3 | 110.00 | 38.29 | 1.67 | 1.17 | 0.96 | 0.84 | | | | | | | | | |
| | 416373 | | Data Overwrite Security Unit Type H | 530.00 | 198.48 | 8.65 | 6.05 | 4.97 | 4.37 | | | | | | | | | |
| | MXRHDMPC6003 | | TYPE MP C6003 Removable Hard Drive | 1,500.00 | 803.09 | 35.05 | 24.52 | 20.14 | 17.70 | | | | | | | | | |
| | MXARHDMPC6003 | | TYPE MP C6003 Additional Removable Hard Drive | 830.00 | 535.90 | 23.37 | 16.35 | 13.43 | 11.80 | | | | | | | | | |
| | EQ-RETURN-SEG2PLUS | | Lease Return | 250.00 | - | - | - | - | - | | | | | | | | | |
| | | | | TOTAL PURCHASE PRICE | $5,533.34 | | TOTAL MONTHLY PAYMENT FOR LEASE | $144.87 | | | | 5,000 BW Clicks Monthly @ $0.0069 | $34.50 | 1,850 CLR Clicks Monthly @ $0.0428 | $79.18 | | GRAND TOTAL FOR 48 MONTHS | $256.55 |

| Tab | CC Date | Dept No. | Install Date | Serial Number | Department | Req. No. | Coop Contract Number | Model Description | Monthly Pymt Amount | Title Xfer at End of Lease? (Y/N) | Bargain Purchase Option? (Y/N) | Lease Term in Months | Est. Economic Useful Life in Mo.'s | Total Principal Pmts Over Lease Term | FMV of Leased Equip. at Lease Inception | Capital or Operating Lease? (Calculated Field) | % Interest |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | 1 | 2 | 3a | 3b | 4a | 4b | | |
| 1 | 2/16/2016 | 130 | | | ELECTIONS | 290881 | DIR-TSO-3041 | Pro C5100S | $907.11 | N | N | 36 | 60 | $32,655.96 | $29,491.45 | Capital Lease | 6.740 |
| 2 | 2/16/2016 | 170 | | | AUDITORS | 291555 | DIR-TSO-3043 | WC7970 | $249.76 | N | N | 36 | 60 | $8,991.36 | $8,108.00 | Capital Lease | 6.840 |
| 3 | 2/16/2016 | 170 | | | AUDITORS | 291554 | DIR-TSO-3043 | WC5945 | $156.10 | N | N | 36 | 60 | $5,619.60 | $5,156.00 | Capital Lease | 5.676 |
| 4 | 2/16/2016 | 170 | | | AUDITORS | 291552 | DIR-TSO-3043 | WC5945 | $156.10 | N | N | 36 | 60 | $5,619.60 | $5,156.00 | Capital Lease | 5.676 |
| 5 | 3/1/2016 | 45 | | | AUX COURT | 289745 | DIR-TSO-3041 | 4054 | $159.18 | N | N | 36 | 60 | $5,730.48 | $4,969.13 | Capital Lease | 9.502 |
| 6 | 11/17/2015 | 121 | | 3HTJGTKT1HN4666 | Precinct 1 | 291375 | BB 430-13 | 2-Holt CT660 | $2,667.15 | Y | Y | 84 | 84 | $224,040.60 | $204,069.32 | Capital Lease | 2.689 |
| 7 | 11/17/2015 | 121 | | 3HTJGTKT3HN4666 | Precinct 1 | 291375 | BB 430-13 | 2-Holt CT660 | $2,667.15 | Y | Y | 84 | 84 | $224,040.60 | $204,069.32 | Capital Lease | 2.689 |
| 8 | 1/26/2016 | 123 | | | Precinct 3 | 292749 | BB 430-13 | 2-Holt CT660 | $2,059.11 | Y | Y | 84 | 84 | $172,965.24 | $157,507.11 | Capital Lease | 2.690 |
| 9 | 1/26/2016 | 123 | | | Precinct 3 | 292749 | BB 430-13 | 2-Holt CT660 | $2,059.11 | Y | Y | 84 | 84 | $172,965.24 | $157,507.11 | Capital Lease | 2.690 |
| 10 | 3/7/2016 | 160 | | | PURCHASING | 293065 | DIR-TSO-3041 | 4503 | $174.70 | N | N | 48 | 60 | $8,385.60 | $6,724.21 | Capital Lease | 4.110 |
| 11 | 4/5/2016 | 340 | | | Health Dept. | 294237 | DIR-TSO-3041 | MPC8002SP | $452.53 | N | N | 36 | 60 | $16,291.08 | $14,586.75 | Capital Lease | 6.840 |
| 12 | 5/24/2016 | 150 | | | TREASURERES | 292584 | DIR-TSO-3043 | WC3655 | $76.86 | N | N | 36 | 60 | $2,766.96 | $2,555.00 | Capital Lease | 5.247 |
| 13 | 04/05/216 | 150 | | | TREASURERES | 292592 | DIR-TSO-3043 | WC7970 | $249.76 | N | N | 36 | 60 | $8,991.36 | $8,108.00 | Capital Lease | 6.590 |
| 14 | 5/24/2016 | 150 | | | TREASURERES | 292573 | DIR-TSO-3043 | WC3655 | $76.86 | N | N | 36 | 60 | $2,766.96 | $2,555.00 | Capital Lease | 5.247 |
| 15 | 5/3/2016 | 380 | | | Texas A&M Agrilife | 295939 | DIR-TSO-3043 | WC7835 | $161.92 | N | N | 36 | 60 | $5,829.12 | $5,276.00 | Capital Lease | 11.000 |
| 16 | 4/19/2016 | 125 | | | Executive Office | 296911 | DIR-TSO-3041 | MPC5503 | $203.58 | N | N | 48 | 60 | $9,771.84 | $0.00 | Capital Lease | |
| 17 | 05/24/20016 | 60 | | | J.P. 1/2 | 293819 | DIR-TSO-3041 | MPC4503 | $169.10 | N | N | 48 | 60 | $8,116.80 | $6,500.53 | Capital Lease | 11.345 |
| 18 | 05/24/20016 | 60 | | | J.P. 1/2 | 297019 | DIR-TSO-3041 | SPC252DN | $20.75 | N | N | 36 | 60 | $747.00 | $621.51 | Capital Lease | 12.360 |
| 20 | 05/24/20016 | 60 | | | J.P. 1/2 | 296098 | DIR-TSO-3041 | SPC252DN | $20.75 | N | N | 36 | 60 | $747.00 | $621.51 | Capital Lease | 12.360 |
| 21 | 05/24/20016 | 60 | | | J.P. 4/1 | 293996 | DIR-TSO-3041 | MPC4503 | $169.10 | N | N | 48 | 60 | $8,116.80 | $6,500.53 | Capital Lease | 11.345 |
| 22 | 05/24/20016 | 60 | | | J.P. 2/2 | 293995 | DIR-TSO-3041 | MPC4503 | $169.10 | N | N | 48 | 60 | $8,116.80 | $6,500.53 | Capital Lease | 11.345 |
| 23 | 05/24/20016 | 60 | | | J.P. 3/1 | 296854 | DIR-TSO-3041 | MPC306SPF | $72.93 | N | N | 36 | 60 | $2,625.48 | $2,141.08 | Capital Lease | 13.762 |
| 24 | 6/21/2016 | 85 | | | Public Defender | 297380 | DIR-TSO-3041 | MPC4503 | $144.87 | N | N | 48 | 60 | $6,953.76 | $5,533.34 | Capital Lease | 11.688 |
| 25 | | | | | | | | | | N | N | | | $0.00 | $0.00 | | |
| 26 | | | | | | | | | | N | N | | | $0.00 | $0.00 | | |
| 27 | | | | | | | | | | N | N | | | $0.00 | $0.00 | | |
| 28 | | | | | | | | | | N | N | | | $0.00 | $0.00 | | |
| 29 | | | | | | | | | | Y | Y | | | $0.00 | $0.00 | | |
| 30 | | | | | | | | | | N | N | | | $0.00 | $0.00 | | |
| 31 | | | | | | | | | | N | N | | | $0.00 | $0.00 | | |
| 32 | | | | | | | | | | N | N | | | $0.00 | $0.00 | | |

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Currency Calculator
Personal Loan Calculator
Inflation Calculator
Lease Calculator
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Other Calculators
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Search




Home / Financial Calculators / Lease Calculator

# Lease Calculator

Fix Rate | Fix Payment

| | | |
|---|---|---|
| Product/Property Value | $ | 5533.34 |
| Residual Value | $ | 0 |
| Lease Term | | 4 years, 0 months |
| Monthly Payment | $ | 144.87 |

Calculate

**Result**

| | |
|---|---|
| Interest/Return Rate | 11.688% |
| Total of 48 Monthly Payments | $6,953.76 |
| Total Interest | $1,420.42 |




Mortgage Rate: 30 year fixed, all points, Credit score

| | | | |
|---|---|---|---|
| Consumer Direct Mortgage | $1,140/month<br>Points: 0<br>Fees: $0<br>NMLS # 790396 | APR: 3.625%<br>Rate: 3.625%<br>Lock: 30 days<br>Jun. 8 | Next ><br>877-588-7375 |
| First Internet Bank | $1,123/month<br>Points: 0<br>Fees: $1,399<br>NMLS # 424182 | APR: 3.545%<br>Rate: 3.500%<br>Lock: 30 days<br>Jun. 8 | Next ><br>877-900-8028 |
| Consumer Direct Mortgage | $1,105/month<br>Points: 1<br>Fees: $0<br>NMLS # 790396 | APR: 3.455%<br>Rate: 3.375%<br>Lock: 30 days<br>Jun. 8 | Next ><br>877-588-7375 |

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**Related**

Auto Lease Calculator | Auto Loan Calculator

## What is a Lease?

A lease is a contract made for the use of an asset. It is made between a lessor (the owner of the asset) and a lessee (the person who wants to use the asset).

You will hear the most about leasing houses and cars, but you can lease anything. Businesses routinely lease all sort of equipment, because the effect on the bottom line and on tax is favorable.

There is a considerable difference between leasing an asset and renting it. A lease contract is a strictly binding business agreement. The two parties make the agreement and neither one can deviate from its terms (without some very exceptional reason). Lease an apartment for three years, and you owe the rent on that apartment for the next three years month by month, and if you don't pay it, you will incur serious penalties.

This is very different from renting an apartment. Most rental contracts are covered by much more considerate terms for the tenant, who can move out early; arrange late payment in some cases, etc. That is why it is unusual for a landlord to lease an apartment to an individual – the laws covering rental contracts are better protection for both tenant and landlord. However, should a business seek an apartment to use, perhaps, for executives who visit the city from time to time, a leasing agreement might be favorable.

When agreeing to a lease, you will almost certainly be asked to make a deposit to cover risk of damages and non-payment. It should be clearly stated in the lease that the deposit is refundable.

## Leasing a Car

The most common form of leasing seen today is automobile leasing. This is not because leasing a car is cheaper than buying one – on the contrary, overall it's more expensive. But auto leasing has two principal benefits that make it very popular despite the expense: You can always drive a fairly new car, and it's always under warranty; and, for the same budget, you can often get a larger, more luxurious, better-equipped car.

When you lease, there are many factors to consider: The initial down payment, the amount of the monthly payment, the time of the lease (this is usually three years in the U.S., but it is possible to lease for six years), the mileage you can drive every year, etc.

Your monthly payment is based on the difference between the cost of the automobile ("transaction price" or its "capitalized cost") when it's new, and what the car is forecast to be worth at the end of the leasing period – this is called the "residual value." This difference is financed at a particular rate of interest which is sometimes called the "leasing rate. You may also have to put down a security deposit (this is usually one month's payment). There can be additional charges that the dealer may impose, so you should discuss all the financing carefully before agreeing to an automobile leasing contract.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2016-67432

**Date Filed:**
06/08/2016

**Date Acknowledged:**
06/08/2016

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Ricoh USA, Inc.
McAllen, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

County of Hidalgo

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Req #297380
Lease and Service of Ricoh MPC4503

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Ricoh USA, Inc. | McAllen, TX United States | | X |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**
**Certificate Number:**
2016-67432
**Date Filed:**
06/08/2016
**Date Acknowledged:**

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Ricoh USA, Inc.
McAllen, TX United States

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County of Hidalgo

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|---|---|---|---|
| | | Controlling | Intermediary |
| Ricoh USA, Inc. | McAllen, TX United States | | X |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

5 **Check only if there is NO Interested Party.** ☐

6 AFFIDAVIT

MARICELA F. VALDEZ
Notary Public, State of Texas
Comm. Expires 05-06-2020
Notary ID 130652159

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

X _____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Andrew Colino, this the 8th day of June, 20 16, to certify which, witness my hand and seal of office.

Maricela F. Valdez — Maricela F. Valdez — Notary
Signature of officer administering oath — Printed name of officer administering oath — Title of officer administering oath

Req. # 297380

# Proposal for Document Copying & Printing Solutions



## Hidalgo County
Public Defender




PREPARED BY:

Aissa Acevedo–Major Account Executive
Mobile: (956) 607-6465
Fax: (956) 687-2012
Email: Aissa.Acevedo@ricoh-usa.com


*Proposal Submitted: April 7, 2016*

RICOH
imagine. change.

April 7, 2016



Hidalgo County – Public Defender
Attn: Ms. Patricia Loya
100 N. Closner, 5th Floor
Edinburg, TX 78539

Dear Ms. Loya,

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 color and 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 Acevedo
Major 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.

RICOH
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# Re: Ricoh MPC4503 Proposal / DIR Pricing Backup / PO Sample for Hidalgo County Public Defender Req#297

**From :** Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us> Fri, Jun 03, 2016 05:15 PM

**Subject :** Re: Ricoh MPC4503 Proposal / DIR Pricing Backup / PO Sample for Hidalgo County Public Defender Req#297

**To :** Patricia Loya <patricia.loya@co.hidalgo.tx.us>

**Cc :** Enriqueta Zambrano <enriqueta.zambrano@co.hidalgo.tx.us>

Patty,

Again I apologize for not responding to you earlier...I assure you it's nothing more than just being a little overwhelmed!

As far as proceeding with your copier request, please forward your quote from Ricoh to Keta so we can proceed with the price verification and with creating the agenda to get CC approval.

Just in case you were not aware of this...Keta Zambrano is the Procurement Specialist assigned to your department. She will continue with the process of procuring your copier.

Thank you for your patience!

**Rudy Salinas**
Procurement Specialist III
Phone: 292-7000 Ext: 4875

---

**From:** "Patricia Loya" <patricia.loya@co.hidalgo.tx.us>
**To:** "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
**Sent:** Friday, May 27, 2016 11:52:52 AM
**Subject:** Re: Ricoh MPC4503 Proposal / DIR Pricing Backup / PO Sample for Hidalgo County Public Defender

Mr. Salinas,

This is a friendly follow up on my request below.

Thank you,
Patricia Loya

---

From: "Patricia Loya" <patricia.loya@co.hidalgo.tx.us>
To: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Cc: "Aissa Acevedo" <aissa.acevedo@ricoh-usa.com>

Subject: Fwd: Ricoh MPC4503 Proposal / DIR Pricing Backup / PO Sample for Hidalgo County Public Defender

Mr. Salinas,

I have received approval from Mr. Renan Ramirez, IT CIO to proceed with the attached contract. The contract I have at this time with Xerox will expire on June 30, 2016 and would appreciate your assistance in directing me with the employee of contact with your office, so that I may begin the process for a new contract with Ricoh.

Should you have further questions regarding this request, please do not hesitate to contact me at (956)292-7040, Ext. 5433.

Sincerely,
Patricia Loya, Executive Asst.
Public Defender's Office

IT Approval

----- Forwarded Message -----
From: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
To: "Patricia Loya" <patricia.loya@co.hidalgo.tx.us>
Sent: Monday, May 23, 2016 10:47:24 AM
Subject: Re: Ricoh MPC4503 Proposal / DIR Pricing Backup / PO Sample for Hidalgo County Public Defender

Patty,

looks good! please proceed!!!

Thanks!

---
Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

----- Original Message -----
From: "Patricia Loya" <patricia.loya@co.hidalgo.tx.us>
To: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
Sent: Monday, May 23, 2016 10:45:56 AM
Subject: Fwd: Ricoh MPC4503 Proposal / DIR Pricing Backup / PO Sample for Hidalgo County Public Defender

Mr. Ramirez,

I am respectfully requesting your review and approval of the attachment.

Should you have any questions or need further information, please do not hesitate to contact me.

Thank you,
Patricia Loya

To: "Patricia Loya" <patricia.loya@co.hidalgo.tx.us>
Sent: Monday, May 23, 2016 10:39:30 AM
Subject: Re: Ricoh MPC4503 Proposal / DIR Pricing Backup / PO Sample for Hidalgo County Public Defender

Aissa Acevedo
Major Account Executive

RICOH USA
1400 N. McColl, Ste. 103
McAllen, TX 78501
Phone: 956.687.9156, ext. 209
Cell: 956.607.6465
Fax: 956.687.2012
E-mail address: Aissa.Garcia@Ricoh-USA.com / Aissa.Acevedo@Ricoh-USA.com

From: Aissa Acevedo/TX/RCUS
To: Patricia Loya <patricia.loya@co.hidalgo.tx.us>
Date: 04/07/2016 11:10 AM
Subject: Ricoh MPC4503 Proposal / DIR Pricing Backup / PO Sample for Hidalgo County Public Defender

Good morning Ms. Patricia!
Thank you so much for taking the time to speak with me this morning!
Attached to this email you will find everything we spoke about regarding the additional Ricoh for your office to replace the Xerox that is about to expire.
I have attached a proposal (complete with DIR pricing information and back up info for Purchasing) as well as a PO Template for you to follow as you create your requisition. If you have any questions at all, please do not hesitate to contact me!

Aissa Acevedo
Services Executive, Major Accounts

RICOH USA
1400 N. McColl, Ste. 103
McAllen, TX 78501
Phone: 956.687.9156, ext. 209
Cell: 956.607.6465
Fax: 956.687.2012
E-mail address: Aissa.Garcia@Ricoh-USA.com / Aissa.Acevedo@Ricoh-USA.com

--

Public Defender's Office
100 N. Closner - 5th Floor
Edinburg, Texas 78539
(956)292-7040, Ext. 5433
(956)292-7049 (f)
patricia.loya@co.hidalgo.tx.us

--

Patricia Loya
Executive Assistant I
Public Defender's Office
100 N. Closner - 5th Floor
Edinburg, Texas 78539
(956)292-7040, Ext. 5433
(956)292-7049 (f)
patricia.loya@co.hidalgo.tx.us

--

Patricia Loya
Executive Assistant I
Public Defender's Office
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Edinburg, Texas 78539
(956)292-7040, Ext. 5433
(956)292-7049 (f)
patricia.loya@co.hidalgo.tx.us

AI-54962

Purchasing Department 12. K.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

Information

CAPTION

Arnold Patrick, Director, HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTION DEPARTMENT, aka, ADULT PROBATION is requesting that Hidalgo County Commissioners Court [HCCC] permit the HC Purchasing Dept. to conduct procurement services commencing with advertising [with negotiations/award to be conducted and made by Mr.Partick pursuant to statute] for the project titled: Community Supervision & Corrections Department - "Independent Audit Services" - RFP No. 2016-214-07-13-HGO with Adult Probation providing the core specifications/requirements and audit guidelines.

BACKGROUND

Proposed dates:

1st Ad - 06-25-16
2nd Ad - 07-02-16
Response Submission - 07-13-16

Current contract expires 08-31-16

---

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: x-1297-423-00-320-002-x-335

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

BUDGETARY IMPACT:

Funds will be appropriated once selected vendors contract is place on court.

---

Attachments

RFP Packet

Dept. Approval of Specs

---

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|

| | | |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/14/2016 02:42 PM |
| Budget & Management | Veronica Ortiz | 06/14/2016 02:48 PM |
| Glinda Pacheco | Glinda Pacheco | 06/16/2016 09:28 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Heidi Ortiz Started On: 06/08/2016 11:28 AM

Final Approval Date: 06/16/2016

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 292-7612**

REQUEST FOR PROPOSAL (RFP)

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**HIDALGO COUNTY**
**COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT**
**(Including all funding sources)**
***"Independent Audit Services"***
**RFP NO: 2016-214-07-13-HGO**


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The above mentioned items shall be found in the Request for Proposal (RFP) 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

Martha L. Salazar, CPPB, Purchasing Agent

June 27, 2016

Date

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 Fax: (956) 292-7612

DATE: June 27, 2016

_____

_____

_____

_____

Re: **HIDALGO COUNTY** – (all funding sources)
**COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT**
Request for Proposals –**"INDEPENDENT AUDIT SERVICES"**
**RFP NO: 2016-214-07-13-HGO**

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/hgo

Enclosures

| RFP NO: 2016-214-07-13-HGO | BUYER III: Heidi Garcia Ortiz | Tel. No: (956) 318-2626 |
|---|---|---|

# REQUEST FOR PROPOSALS

## Hidalgo County
## Community Supervision & Corrections Department
Edinburg, Texas

## "Independent Audit Services"
**(All funding sources)**

## July 13, 2016 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1) Sealed proposals will be received for **"Hidalgo County Community Supervision & Corrections Department – Independent Audit Services"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2) **One (1) original and seven (7) copie**s of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2016-214-07-13-HGO -Hidalgo County- Community Supervision & Corrections Department – (all funding sources) "Independent Audit Services"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, July 13, 2016.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2016-214-07-13-HGO - Hidalgo County Community Supervision & Corrections Department (all funding sources)- "Independent Audit Services".**

**Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.**

3) Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** Award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4) Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5) For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7) No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9) Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10) County reserves the right to accept or reject any or all proposals.

11) Costs are to be net F.O.B., County Prepaid.

12) County is exempt from Federal Excise Tax, State Tax and Local Tax; **DO NOT** include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of award. Tax exemption certificates will be furnished upon request.

13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15) **DELIVERY INSTRUCTIONS FOR GOODS AND SERVICES: (If applicable)**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

16) **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)

d) Notation-**Hidalgo County- Community Supervision & Corrections Department – "Independent Audit Services".**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office**
**Ray Eufracio, County Auditor**
**2808 S. Business Hwy. 281**
**Edinburg, TX 78539**
**956-318-2511**

**17) SCHEDULE OF EVENTS:**

| | |
|---|---|
| **Proposal Acceptance Date Opening, 9:30 A.M.** | **July 13, 2016** |
| Award of Contract: | |
| Commence Service or Products: | |

**18) ~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION~~; PAYMENT UNDER CONTRACT:~~**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

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

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

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

19) **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee 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, 2016**, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D,** the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Completed Form CIQ must be sumitted to the Hidalgo County Clerk's Office located at 100 North. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

**21) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

- **As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP Project No. 2016-214-07-13-HGO, as shown on the packet. Once completed and**

**filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: heidi.ortiz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:**

**https://www.ethics.state.tx.us/tec/1295-Info.htm**

**THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.***

**22)** If, during the life of any contract or proposal awarded, the successful proposers' 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.

**23)** Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

**24)** Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposers' responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

**25)** Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

**26)** Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.

**27)** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. In the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;

B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

**28)** Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposers' indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

**29)** Successful proposer 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 Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' nonconformity.

**30)** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

**31)** The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**32)** Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

**33)** Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

**HIDALGO COUNTY**
**(all funding sources)**
**Community Supervision & Corrections Department**
**"Independent Audit Services"**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

**FIRM:** _____

**ADDRESS:** _____

**BY:** _____

**PRINT NAME:** _____

**TITLE:** _____

**OVERVIEW:**
Hidalgo County is requesting sealed proposals from interested and qualified firms to provide services for Community Supervision and Corrections Department - **"Independent Audit Services".** The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Independent Audit Services"** as specified herein. Sealed Proposals will be accepted until **9:30 A.M., Wednesday, July 13, 2016. ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

**The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.**

The following outlines the Request for Proposal:

## *SECTION I - GENERAL TERMS AND CONDITIONS*

**ADDITIONAL INFORMATION:**
Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

| **US Postal Mail address:** | **Physical Address:** |
|---|---|
| Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2812 S. Business Hwy. 281<br>Edinburg, Texas 78539 | Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2802 S. Business Hwy. 281<br>Edinburg, Texas 78539 |

**ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA E-MAIL TO:** Heidi.ortiz@co.hidalgo.tx.us BY NO LATER THAN, **Wednesday, July 6, 2016, by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **Friday, July 8, 2016, by 5:00 P.M.** ***TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.***

**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 the 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 form to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

**CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

**As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide RFP Project No. (2016-214-07-13-HGO), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: heidi.ortiz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:**

**https://www.ethics.state.tx.us/tec/1295-Info.htm**

**THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.***

**PROPOSER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein as **Exhibit "E")** certifying that the submission is: (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-COLLUSION:**

Submitters, by submitting the signed Participant's Affidavit (Exhibit E), certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

**NON-DISCRIMINATION:**
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**ELECTRONIC TRANSMISSION OF BIDS:**
Hidalgo County's Purchasing Department **WILL NOT** accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**PROPOSAL DELIVERY:**
Hidalgo County requires submitters, when hand delivering RFP to make sure that it is stamped with time and date by the County Purchasing Staff.

**SIGNING OF PROPOSAL:**
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF CONTRACT:**
This Agreement shall be for a period commencing on September 1, 2016 and terminating on August 31, 2017 with the County's option to renew for two (2) additional years at the same rates, terms and conditions unless earlier terminated or provided herein. The County reserves the right to continue

this Agreement for an additional sixty (60) day Grace Period at the end of the contract period under the same rates, terms and conditions

**DAVIS BACON ACT: (If applicable)**
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

## SECTION II-SCOPE OF SERVICES/REQUIREMENTS

**REQUEST FOR PROPOSALS**
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

**RFP SUBMISSION:**
A total of one (1) original and seven (7) copies of response shall be submitted to: Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539 by **no later than 9:30 a.m. on Wednesday, July 13, 2016.**

**CONTENTS:**
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

**UNDERSTANDING OF THE PROJECT:**
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**
The County of Hidalgo is seeking to contract with a competent firm(s), registered and licensed if applicable for the services being requested in the RFP and/or do business in the State of Texas that has experience in, but not limited to as stated and reflected in the Texas Department of Criminal Justice Community Justice Assistance Division – "Independent Audit Guidelines", Attachment "A"

Hidalgo County Community Supervision and Corrections Department is seeking to obtain an independent auditor to conduct audits for the following fiscal years; 2016, 2017, 2018 and 2019.

**PERSONNEL AND STAFFING:**
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project

who participated in the listed projects should be provided. This project list is limited to 5 pages.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**
This section will contain any licenses and certifications as required by Texas State Board of Public Accountancy. **The Proposer(s) should include copies of their Professional Liability Insurance in their response.**

## SECTION III- SELECTION/EVALUATION/RANKING

**SELECTION PROCEDURES/EVALUATION SYSTEM:**
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria" – Exhibit "B.

An Evaluation Committee and/or staff selected/designated by Hidalgo County Community Supervision & Corrections Department Director will review, score and evaluate the Request for Proposals (RFP's) received.

Categories are further detailed in the Selection Criteria (Exhibit "B") section of this RFP.

**SCORING AND EVALUATION OF PROPOSALS**
Proposals will be evaluated and scored for innovation and completeness, in response to each of the elements outlined in the "Independent Audit Guidelines" including but not limited to, the items listed below:

1. Responsiveness — 15 Points
   a. Thoroughness of requested information;
   b. Understanding of Project
2. Firm Capabilities — 85 Points
   a. Capability to perform all services requested;
   b. Experience with similar projects;
   c. Capability to meet schedules & deadlines;
   d. Current workload & ability to commence various requested projects simultaneously.

Total 100 points

**NEGOTIATION PROCESS:**
The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Hidalgo County CSCD Director will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFPs.

**TERMINATION OF SERVICES:**
Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation.

# ATTACHMENT "A"

# TDCJ/CJAD

# Independent Audit Guidelines

# 2015

# Texas Department of Criminal Justice
# Community Justice Assistance Division

## Fiscal Year 2015

## Independent Audit Guidelines

**July 31, 2015**

## FY 2015 INDEPENDENT AUDIT GUIDELINES

The Texas Department of Criminal Justice - Community Justice Assistance Division (TDCJ-CJAD) acknowledges the funding recipient's responsibility for all funds received. It is the responsibility of each funding recipient to arrange for an annual financial and compliance audit as stipulated below.

### Audit Engagement Letters

A copy of the independent audit engagement letter is due to TDCJ-CJAD no later than September 30, 2015. The independent audit firm should also attach a copy of its quality control review report with the engagement letter. *Government Auditing Standards* require organizations conducting audits for governmental departments to have an external quality control review at least once every three (3) years by an organization not affiliated with the organization being reviewed. TDCJ-CJAD will review the engagement letters to ensure that the recommended terms are included. Any engagement letter that does not include the recommended terms must be rewritten **to include those terms.** The recommended terms are as follows:

- The engagement letter is to state that the audit is to be performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.

- The engagement letter is to indicate that any audit opinion expressed will state that the reports are presented in accordance with TDCJ-CJAD reporting requirements. Reference *Audit Guidelines, Compliance Requirements, and Standard Reporting Formats, Financial Management Manual for TDCJ-CJAD Funding, Contract Management Manual for TDCJ-CJAD Funding of Offender Services*, and applicable laws and regulations.

- **The engagement letter is to indicate that the Fiscal Officer for the CSCD will review the draft Independent Audit Report for compliance with *Audit Guidelines, Compliance Requirements, and Standard Reporting Formats*, before issuance of the final Independent Audit Report.**

- The engagement letter is to state that TDCJ staff and/or State Auditor's staff will be granted reasonable access to the work papers upon written request.

- The engagement letter is to state that audit work papers are to be retained for not less than three (3) years from the date of the audit report.

- The engagement letter is to state the **cost of the Independent Audit** of the Community Supervision and Corrections Department, independent of the County or Counties within the judicial district.

- ~~**As with other performance-based contracts, the engagement letter is to state the monetary penalty amount for non-compliance with the *Audit Guidelines, Compliance Requirements, and Standard Reporting Formats* by the independent auditor or firm.**~~ **DELETED FOR FY15 AUDITS. M. Roberts 8/5/15.**

**General Audit Objectives**

To determine that the funding recipient has set up and used appropriate financial and administrative systems of controls to discharge management responsibilities effectively and to accomplish program objectives;

To determine whether the financial reports submitted to TDCJ-CJAD contain accurate and reliable financial data;

To determine if the financial statements are presented fairly in accordance with TDCJ-CJAD financial reporting requirements;

To determine whether TDCJ-CJAD funds and locally generated funds in state budgets are expended in accordance with TDCJ-CJAD approved budgets;

To determine that the funding recipient has no instances of non-compliance required to be reported under the *Government Auditing Standards* issued by the Comptroller General of the United States; and

To determine that the funding recipient has no instances of non-compliance with requirements outlined in the *Financial Management Manual for TDCJ-CJAD Funding* and in the *Contract Management Manual for TDCJ-CJAD Funding of Offender Services* that are required to be reported to TDCJ-CJAD.

## COMPLIANCE REQUIREMENTS

### Applicable Laws and Regulations

To audit, the independent auditor must follow the requirements of generally accepted auditing standards and the *Government Auditing Standards*, including Chapter 4.05, issued by the Comptroller General of the United States. The auditor must also be knowledgeable of the following:

- Article 42.12 of the Texas Code of Criminal Procedures;
- Chapter 76 and Chapter 509 of the Texas Government Code;
- Compliance with bidding requirements, per Texas Local Government Code, Chapter 262, Subchapter C;
- Texas Local Government Code, Chapter 140;
- Texas Family Code, Section 157.213;
- *The Financial Management Manual for TDCJ-CJAD Funding*, revised July 1, 2012 (available from TDCJ-CJAD);
- *The Contract Management Manual for TDCJ-CJAD Funding of Offender Services* (available from TDCJ-CJAD);
- TDCJ-CJAD Policy Statements (available from TDCJ-CJAD);
- The TDCJ-CJAD Standards for CSCDs, revised March 2015 (Financial Section only); and
- TDCJ-CJAD Standard and Special Conditions for receiving grant funds as numerated in the Grant Award Statements for Diversion Programs (DP) and Treatment Alternative to Incarceration Programs (TAIP).

### General Requirements

- All TDCJ-CJAD administered funds and locally generated program funds are to be audited, including Basic Supervision, Community Corrections (CC) Program Funds, Diversion Program (DP) Funds, and Treatment Alternative to Incarceration Program (TAIP) Funds.

- Audits are to cover the 12-month period of September 1, 2014 through August 31, 2015.

- Financial statements must be prepared using the modified accrual basis of accounting.

- As defined in the *Financial Management Manual for TDCJ-CJAD Funding*, revised July 1, 2012, revenues and expenditures accrued as of August 31, 2015 and those goods received and paid for as of October 31, 2015, if covered by a purchase order issued by August 31, 2015, are to be included in the Fiscal Year 2015 Quarterly Financial Reports.

- To be in compliance with State requirements, CSCDs must have and operate by an existing policy on budget approval, and the policy must be approved in an open meeting by the judges charged with oversight of the CSCD (Government Code, Section 76.002, and *Financial Management Manual for TDCJ-CJAD Funding*).

- Audit Reports **must** disclose and list all vendor contracts for offender services with values of $100,000 or more per contract, or per same-type service, along with the amounts per contract. Even though contracts are required for same-type services over $5,000, if contracts, or same-type services, are less than $100,000, disclose that there were none valued at or above $100,000.

- Audit Reports **must** disclose and list in the Notes all other funding sources for the CSCD (sources other than TDCJ-CJAD), including, but not limited to, grants from other sources, county contributions, fees authorized by statute, fees collected pursuant to Family Code, Section 157.213 (civil fees), payments from offenders in lieu of performing community service restitution work, bond supervision funds, and other fees collected by the CSCD that are not associated with programs funded by TDCJ-CJAD. This discloser must include:

    1. The source of the funds,
    2. The amount collected,
    3. Any restrictions on fund use by the grantor,
    4. Whether or not the funds were expended in accordance with any applicable limitations, and
    5. The August 31, 2015 fund balance.

- The CSCD is to confirm for the auditor its final TDCJ-CJAD approved budget for all programs before providing the information to the independent auditor. Year-end budget adjustments for FY 2015 will be reviewed and approved/disapproved by TDCJ-CJAD if received by September 30, 2015 (one month after the end of the fiscal year.) Independent auditors are instructed that only budgets approved by TDCJ-CJAD should be referred to in performing the financial audit.

- A schedule of differences between the Audit Report and the CSCD's Quarterly Financial Reports shall be prepared for each program, whether or not a difference exists. **Detailed and specific explanations** should be given for any differences between the amounts in the Audit Report and the amounts in the CSCD Quarterly Financial Reports previously submitted to TDCJ-CJAD. For example, "The difference in Supervision Fees amounting to $500 was caused by the timing difference of reporting the August receipts of the previous fiscal year." Please note that responses such as "Differences in Supervision Fees amounting to $500 were caused by timing difference" are not specific and will not be acceptable.

- All audit findings and recommendations regarding financial and compliance matters are to be thoroughly addressed in the exit conference, as well as in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

- Independent Audit Reports are to include the description of all relevant funds received by the CSCD as contained in the *Financial Management Manual for TDCJ-CJAD Funding*.

Two copies of the audit reports are due to TDCJ-CJAD by February 29, 2016.

## STANDARD REPORT CONTENTS

**Minimum** standards—report contents—will include the following:

Please note that these standards are not to be construed as a limitation on reporting. Any material findings and/or questioned costs observed should be disclosed, regardless of the TDCJ-CJAD reporting requirements.

- An Independent Auditor's Opinion.
- A Combined Statement of Financial Position.
- A Combined Statement of Revenues, Expenditures and Changes in Fund Balances.
- A Combining Statement of Revenues, Expenditures and Changes in Fund Balances for the Community Corrections (CC) Programs, if more than one CC Program.
- A Combining Statement of Revenues, Expenditures and Changes in Fund Balances for the Diversion Programs (DP), if more than one DP Program.
- Individual Statements of Revenues, Expenditures and Changes in Fund Balances for each program, reflecting Budget, Actual, and Variance.
- Individual Schedule of Differences between the actual amounts per the Audit Report and the amounts reported in the CSCD's Quarterly Financial Report to TDCJ-CJAD, along with detailed and specific explanations of all differences.
- Applicable Notes to the Financial Statements must include, but are not limited to, the following Notes. If the Note is not applicable to the CSCD, or if there is nothing to report in the Note, please state that fact. (See examples)
    1. Summary of Significant Accounting Policies, including:
        - Reporting Entity (CSCD is a specialized local entity, not part of the County nor part of TDCJ-CJAD),
        - The accounting basis,
        - Budgets (accounting and legal compliance),
        - Encumbrance Accounting, and
        - Compensated Absences Policy with liability amount at August 31, 2015.
    2. Description of State Aid funding.
    3. Cash, Petty Cash, and Investments.
    4. Explanations for line item expenditures that exceed $15,000 or 15% (whichever is greater) of the TDCJ-CJAD approved line item budgeted amount in individual programs.
    5. Funds from sources other than TDCJ-CJAD (see previously listed general requirements).
    6. Any accounts receivables and/or payables and/or interfund transfers receivables and/or payables as of August 31, 2015.
    7. Vendor Contracts Exceeding $100,000.
    8. Commitments and Contingencies.
    9. Prior Period Adjustments and Refunds.
    10. Subsequent Events.
- Independent Auditor's Report on Compliance and on Internal Control.
- Schedule of Findings and Questioned Costs for FY 2015, including the independent auditor's recommendations for alleviating such findings in the future or for correcting certain findings.
- Follow-up on findings of the previous Fiscal Year. Reference GAO-12-331G Government Auditing Standards, Chapter 4.05, as issued by the Comptroller General of the United States that states, **"Auditors should evaluate whether the audited entity has taken appropriate corrective action to address findings and recommendations from previous engagements that could have a material effect on the financial statements or other financial data significant to the audit objectives."**

- TDCJ-CJAD Compliance Checklist (as revised and attached herewith), bound with the audit report. **The FY 2015 Compliance Checklist is not to be altered** from the TDCJ-CJAD version. The independent auditor may request a copy of the Compliance Checklist in Microsoft Word format by emailing David Peden at david.peden@tdcj.texas.gov.
- Any letters to management as a result of the audit and the response by management.

**Reporting Reminders**

- All disbursements from the State to the funding recipient should be reported as Revenues.
- Balances Due to the State from previous fiscal years should be reported as reductions to Fund Balances.
- Deobligated funds should be reported as negatives (decreases) to State Aid Revenues.
- Funds set aside for pending lawsuits, accumulated leave balances for retiring employees (per *Financial Management Manual for TDCJ-CJAD Funding*, Page 12), construction-related funds, or FY 2015 funds for other purposes for which specific permission was obtained from TDCJ-CJAD to be carried over or encumbered from previous fiscal years are to be disclosed, audited, and reported in the financial statements. Special waiver encumbrances are to be reported as "directed by the TDCJ-CJAD."

**Audit Tracking**

- The Fiscal Management Section of TDCJ-CJAD will coordinate audit review activities.
- TDCJ-CJAD will follow up on any deficiencies, questioned costs, audit findings, and resolution of findings noted in the financial and compliance audit reports.

## DEFINITIONS

**Balances Due to the State** (Refund Due to the TDCJ-CJAD) are unexpended funds payable to the TDCJ-CJAD following the end of the second fiscal year of each legislative biennium.

**Community Corrections Facility (CCF)** is a residential program operated by the CSCD.

**Community Supervision Fees** are fees collected directly from offenders. These fees should be budgeted and reported only in Basic Supervision.

**County Treasury** is the county's bank account in the county depository (banking institution). All funds in the County Treasury are under the control of the county treasurer and are disbursed by the county treasurer (or county auditor if there is no county treasurer).

**Dedicated Salary Funds** are specifically targeted salary increases for community supervision officers (CSOs) and direct care staff. These funds were appropriated by the 81st Legislature at a 3.5% increase from salaries as of August 31, 2009 for FY 2010 and another 3.5% increase of the August 31, 2009 salaries for FY 2011. Fiscal years 2012 through 2015 were funded at the same rate as FY 2011.

**Deobligated Funds** are State funds that have been removed from the budget by the CSCD and subsequently returned to the TDCJ-CJAD, normally during the same fiscal year in which the funds were awarded.

**Encumbrance is the commitment of all or part of an appropriation for future expenditures. Encumbrances represent valid obligations related to unfilled purchase orders or unfulfilled contracts, such as special grants, funds held for lawsuits, construction or renovation funds, etc. Outstanding encumbrances show the amount as a reserve of fund balance and not reported as accounts payable.**

**Funding Recipient** is the Community Supervision and Corrections Department (CSCD) or a governmental or nonprofit organization that receives TDCJ-CJAD funds to carry out an approved program.

**Independent Auditor** is a certified public accountant licensed by the Texas State Board of Public Accountancy. The independent auditor meets the independence standards specified in the Government Auditing Standards issued by the Comptroller General of the United States.

**Interest Income** is revenue resulting from investment of funds. Interest income should be budgeted and reported only in Basic Supervision.

**Interfund Transfer** is movement of funds between CSCD programs, **not between a CSCD program and county funds**. If funds are moved between programs funded by two different sources (for example, from Basic Supervision to a Community Corrections funded program), then the "Interfund Transfer" line is used. However, if funds are moved between two Community Corrections (CC) funded programs, or between two Diversion Programs (DP) (i.e., two like-type funded programs), then the "State Aid" line is either reduced or increased in the affected CC or DP programs. For programs funded by DP or TAIP funds, movement of funds (normally into the program) is on the "Interfund Transfer" line when the funds come from the Basic Supervision program or a CC program. Movement of DP funds from one DP-funded program to another DP program requires prior written approval from the TDCJ-CJAD.

**Modified Accrual Basis of Accounting** requires that revenues are recognized when "measurable and available" and that expenditures are recognized in the "accounting period in which the fund liability is incurred." For reporting purposes, the TDCJ-CJAD requires all CSCDs to recognize, in the fiscal year being audited, all revenues and expenditures accrued by August 31, 2015. To be reportable, any ordered goods must be received and the expenditures for those goods paid by October 31, 2015, provided that a valid purchase order was issued by August 31, 2015 unless a special waiver has been issued by the TDCJ-CJAD.

**Other Revenue** may be budgeted and reported in any program to which it is related.

**Payments by Program Participants** are fees collected directly from offenders for their share of costs for various programs operated by the CSCD. These program participant fees may be budgeted and reported in any program to which they are collected and related; i.e., Basic Supervision, Community Corrections, Diversion Program, or TAIP.

**Quarterly Financial Reports** (and other financial reports required by TDCJ-CJAD) are interim financial report forms that are prepared on the basis of specific TDCJ-CJAD guidelines. The guidelines do not necessarily conform to accounting principles generally accepted in the United States.

**Questioned Costs** are costs challenged in an audit report or in a review of an audit report.

**State Aid** is funds provided to the CSCDs from the TDCJ-CJAD for basic operations and program costs.

**State Aid: SAFPF** is funds from the TDCJ-CJAD for officers supervising and providing aftercare for offenders released from TDCJ Substance Abuse Felony Punishment Facilities (SAFPF). These funds should be budgeted and reported only in Basic Supervision.

**Unallowed Expenditures** are the amounts reported in the independent audit report that are listed as unallowable in the *Financial Management Manual for TDCJ-CJAD Funding*.

**Unauthorized Expenditures** are the amounts reported in the independent audit report that are in excess of $15,000 or 15%, whichever is greater, of the line item amount in the last TDCJ-CJAD approved CSCD budget. This means that if a line item expenditure changes from the last TDCJ-CJAD approved budget amount by more than $15,000 **or** by a percentage greater than 15%, there is a finding.

## INFORMATIONAL ITEMS SPECIFIC TO FY 2015

1. FY 2015 Dedicated Salary Funds
    a. Funds were appropriated by the 81st Legislature specifically for community supervision officers (CSOs) and direct care staff salary increases of 3.5% of the salaries as of August 31, 2009 for FY 2010 and another 3.5% increase of the August 31, 2009 salaries for FY 2011. These funds were under Rider 80 to the TDCJ appropriations. In the FY 2012 – FY 2015 biennium, appropriations of the Dedicated Salary Funds are included in the Diversion Program (DP) grant funds appropriation and accounted for within the Basic Supervision programs, at the same rate as FY 2011.
    b. It was recommended that the CSCDs assign separate payroll codes for these funds and track the payments to employees separately from other CSCD funds.
    c. One Grant Award Statement was issued to each CSCD that had eligible employees for the total amount of salary increase funds for FY 2015.
    d. Due to the fact that these are Diversion Program (DP) grant funds, and normally DP programs do not transfer funds to other programs, they have been disbursed by the TDCJ-CJAD as Basic Supervision funds.
        (1) CSCDs were instructed to perform Interfund Transfers of dedicated salary funds from Basic Supervision to each program to which eligible positions were assigned.
        (2) As an alternative, CSCDs could pay all dedicated salary amounts directly from Basic Supervision for all eligible employee positions.
    e. Actual dedicated salary revenue and expenditure amounts continue to be reported on the regular TDCJ-CJAD Quarterly Financial Reports within the regular State-Aid revenue line item for Basic Supervision and in the regular Salaries and Fringe Benefits line item in individual programs after funds are transferred from Basic Supervision to specific programs.
    f. Any dedicated salary refunds at the end of FY 2015 will be in the regular program's fund balance that is either refunded to TDCJ-CJAD or, in Basic Supervision, carried over to FY 2016. There is no need to report separately the dedicated salary fund balance.

2. 2014-2015 Biennium Fund Balances
    Fund balances, at August 31, 2015, in Community Corrections, Diversion Programs, and Treatment Alternatives to Incarceration Programs will be refunded to the TDCJ-CJAD before November 30, 2015 and will be reported on the 4th quarter financial report, therefore showing a carryover balance to FY 2016 of zero.

# Texas Department of Criminal Justice
# Community Justice Assistance Division

## Fiscal Year 2015

## Standard Reporting Formats

**July 31, 2015**

(INDEPENDENT AUDITOR LETTERHEAD)
***EXAMPLE OF UNMODIFIED OPINION***
*(County Name)* Community Supervision and Corrections Department
*(See AICPA Audit and Accounting Guide for Audits of State and Local Governmental Units for additional formats in case a modified opinion is to be issued.) (Please insert the Administrative County Name, not the district number.)*

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying financial statements of the *(County Name)* Community Supervision and Corrections Department (CSCD), which comprise the combined statement of financial position as of August 31, 2015, and the related combined statements of activities for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated *(date of report)*.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the provisions of the Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD); this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is significant and appropriate to provide a basis for our opinions.

**Opinion**

In our opinion, the financial statements referred to in the first paragraph present fairly, in all material respects, the respective financial position of the governmental activities of the *(County Name)* Community Supervision and Corrections Department, as of August 31, 2015, and the respective changes in financial position ~~and cash flows~~ thereof for the year ended, in accordance with the financial reporting provisions of the TDCJ-CJAD as described in Note 1.

**Basis of Accounting**

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of the financial reporting provisions of the TDCJ-CJAD, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the requirements of the TDCJ-CJAD. Our opinion is not modified with respect to that matter.

**Emphasis of Matter**

As discussed in Note 1, the financial statements present the operations of the *(County Name)* Community Supervision and Corrections Department only, and are not intended to present fairly the financial position of

*(County Name)* County, Texas and the results of its operations in conformity with accounting principles generally accepted in the United States of America.

**Other Matters**

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the *(County Name)* Community Supervision and Corrections Department's basic financial statements. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. The *(refer to combining and individual fund financial statements and to specific supplementary schedules, such as schedule of differences)* are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated *(date of report)*, on our consideration of the *(County Name)* Community Supervision and Corrections Department's internal control over financial reporting and on our tests of its compliance with certain provisions of laws and regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering *(County Name)* Community Supervision and Corrections Department's internal control over financial reporting and compliance.

**Restriction of Use**

This report is intended solely for the information and use of the management of *(County Name)* Community Supervision and Corrections Department, others within the organization, and the Texas Department of Criminal Justice - Community Justice Assistance Division and is not intended to be and should not be used by anyone other than these specified parties.

Firm's signature and name

Date

(Signed by Independent Auditor)

(**Administrative County Name**, *not the judicial district number*) COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
COMBINED STATEMENT OF FINANCIAL POSITION
AUGUST 31, 2015

*(All TDCJ-CJAD funding sources should be included,* ***do not include unbudgeted funding sources or individual program names.)*** *(Unused lines may be deleted.)*

| | Basic Supervision | Community Corrections | Diversion Programs | TAIP | Total |
|---|---|---|---|---|---|
| **ASSETS** | | | | | |
| **Cash and Investments** | | | | | |
| Bank Balances | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Petty Cash | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Time Deposits | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Total Cash and Investments | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| **Accounts Receivable** | | | | | |
| Community Supervision Fees | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Due From TDCJ-CJAD | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Due From Other CSCD Program | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Due From ____ County | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Due From _____ | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Total Accounts Receivable | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| **Total Assets** | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| **LIABILITIES AND FUND BALANCE** | | | | | |
| **Liabilities** | | | | | |
| Accounts Payable | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Due To TDCJ-CJAD | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Due To Other CSCD Program | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Due To ____ County | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Due To _____ | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Total Liabilities | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Fund Balance | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| **Total Liabilities and Fund Balance** | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |

The accompanying notes are an integral part of these financial statements.

(Administrative County Name, *not the judicial district number*) COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
COMBINED STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED AUGUST 31, 2015

*(NOTE: All TDCJ-CJAD funding sources should be included, do not include unbudgeted funding sources or individual program names.) (Unused lines may be deleted.)*

| | Basic Supervision | Community Corrections | Diversion Programs | TAIP | Total |
|---|---|---|---|---|---|
| **REVENUE** | | | | | |
| State Aid | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| State Aid: SAFPF | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Community Supervision Fees | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Payment by Program Participants | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Interest Income | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Other Revenue | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Total Revenue | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| **EXPENDITURES** | | | | | |
| Salaries and Fringe Benefits | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Travel and Furnished Transportation | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Contract Services for Offenders | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Professional Fees | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Supplies and Operating Expenses | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Facilities | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Utilities | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Equipment | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Total Expenditures | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| **EXCESS OF REVENUE OVER (UNDER) EXPENDITURES** | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| **OTHER FINANCING SOURCES (USES)** | | | | | |
| Transfer in | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Transfer out | $ -00,000 | $ -00,000 | $ -00,000 | $ -00,000 | $ -00,000 |
| Total Other Financing Sources (Uses) | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| **FUND BALANCE 9/1/2014** | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Prior Period Adjustment | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Prior Period Refund Paid to CJAD * | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Adjusted Beginning Fund Balance | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| Refund Due to TDCJ-CJAD * | | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |
| **FUND BALANCE 8/31/2015** | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 | $ 00,000 |

The accompanying notes are an integral part of the financial statements.

* If applicable

(**Administrative County Name**, NOT judicial district number) COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL COMMUNITY CORRECTIONS FUNDS (**or All DIVERSION FUNDS**)
FOR THE YEAR ENDED AUGUST 31, 2015 (**Unused lines may be deleted**)

| | CCP Program (or DP Program) (Name) | CCP Program (or DP Program) (Name) | Total (All CCP or All DP Funds) |
|---|---|---|---|
| **REVENUE** | | | |
| State Aid | $ 00,000 | $ 00,000 | $ 00,000 |
| State Aid: SAFPF | $ 00,000 | $ 00,000 | $ 00,000 |
| Community Supervision Fees | $ 00,000 | $ 00,000 | $ 00,000 |
| Payment by Program Participants | $ 00,000 | $ 00,000 | $ 00,000 |
| Interest Income | $ 00,000 | $ 00,000 | $ 00,000 |
| Other Revenue | $ 00,000 | $ 00,000 | $ 00,000 |
| Total Revenue | $ 00,000 | $ 00,000 | $ 00,000 |
| **EXPENDITURES** | | | |
| Salaries and Fringe Benefits | $ 00,000 | $ 00,000 | $ 00,000 |
| Travel and Furnished Transportation | $ 00,000 | $ 00,000 | $ 00,000 |
| Contract Services for Offenders | $ 00,000 | $ 00,000 | $ 00,000 |
| Professional Fees | $ 00,000 | $ 00,000 | $ 00,000 |
| Supplies and Operating Expenses | $ 00,000 | $ 00,000 | $ 00,000 |
| Facilities | $ 00,000 | $ 00,000 | $ 00,000 |
| Utilities | $ 00,000 | $ 00,000 | $ 00,000 |
| Equipment | $ 00,000 | $ 00,000 | $ 00,000 |
| Total Expenditures | $ 00,000 | $ 00,000 | $ 00,000 |
| **EXCESS OF REVENUE OVER (UNDER) EXPENDITURES** | $ 00,000 | $ 00,000 | $ 00,000 |
| **OTHER FINANCING SOURCES (USES)** | | | |
| Transfer in | $ 00,000 | $ 00,000 | $ 00,000 |
| Transfer out | $ -00,000 | $ -00,000 | $ -00,000 |
| Total Other Financing Sources (Uses) | $ 00,000 | $ 00,000 | $ 00,000 |
| **FUND BALANCE 9/1/2014** | | | |
| Prior Period Adjustment | $ 00,000 | $ 00,000 | $ 00,000 |
| Prior Period Refund Paid to CJAD * | $ 00,000 | $ 00,000 | $ 00,000 |
| Adjusted Beginning Fund Balance | $ 00,000 | $ 00,000 | $ 00,000 |
| Refund Due to CJAD * | | $ 00,000 | $ 00,000 |
| **FUND BALANCE 8/31/2015** | $ 00,000 | $ 00,000 | $ 00,000 |

The accompanying notes are an integral part of the financial statements.
* If applicable

(**Administrative County Name,** *not the judicial district number*) COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL, AND VARIANCE
FOR THE YEAR ENDED AUGUST 31, 2015
BASIC SUPERVISION (**OR** COMMUNITY CORRECTIONS—SPECIFIC PROGRAM **OR** DIVERSION GRANT PROGRAM—SPECIFIC PROGRAM **OR** TAIP) *(Unused lines may be deleted)*

| | Budget | Actual | Variance Favorable (Unfavorable) |
|---|---|---|---|
| **REVENUE** | | | |
| State Aid | $ 00,000 | $ 00,000 | $ 00,000 |
| State Aid: SAFPF | $ 00,000 | $ 00,000 | $ 00,000 |
| Community Supervision Fees | $ 00,000 | $ 00,000 | $ 00,000 |
| Payment by Program Participants | $ 00,000 | $ 00,000 | $ 00,000 |
| Interest Income | $ 00,000 | $ 00,000 | $ 00,000 |
| Other Revenue | $ 00,000 | $ 00,000 | $ 00,000 |
| Total Revenue | $ 00,000 | $ 00,000 | $ 00,000 |
| **EXPENDITURES** | | | |
| Salaries and Fringe Benefits | $ 00,000 | $ 00,000 | $ 00,000 |
| Travel and Furnished Transportation | $ 00,000 | $ 00,000 | $ 00,000 |
| Contract Services for Offenders | $ 00,000 | $ 00,000 | $ 00,000 |
| Professional Fees | $ 00,000 | $ 00,000 | $ 00,000 |
| Supplies and Operating Expenses | $ 00,000 | $ 00,000 | $ 00,000 |
| Facilities | $ 00,000 | $ 00,000 | $ 00,000 |
| Utilities | $ 00,000 | $ 00,000 | $ 00,000 |
| Equipment | $ 00,000 | $ 00,000 | $ 00,000 |
| Total Expenditures | $ 00,000 | $ 00,000 | $ 00,000 |
| **EXCESS OF REVENUE OVER (UNDER) EXPENDITURES** | $ 00,000 | $ 00,000 | $ 00,000 |
| **OTHER FINANCING SOURCES (USES)** | | | |
| Transfer in | $ 00,000 | $ 00,000 | $ 00,000 |
| Transfer out | $ -00,000 | $ -00,000 | $ -00,000 |
| Total Other Financing Sources (Uses) | $ 00,000 | $ 00,000 | $ 00,000 |
| **FUND BALANCE 9/1/2014** | $ 00,000 | $ 00,000 | $ 00,000 |
| Prior Period Adjustment | | $ 00,000 | $ 00,000 |
| Prior Period Refund Paid to CJAD * | $ 00,000 | $ 00,000 | $ 00,000 |
| Adjusted Beginning Fund Balance | $ 00,000 | $ 00,000 | $ 00,000 |

| | | | |
|---|---|---|---|
| Refund Due to CJAD * | | $ 00,000 | $ 00,000 |
| **FUND BALANCE 8/31/2015** | $ 00,000 | $ 00,000 | $ 00,000 |

The accompanying notes are an integral part of the financial statements.

* If applicable

## NOTES TO THE FINANCIAL STATEMENTS
## (Examples and Instructions)

*(Included are eleven (11) Notes' examples and informational instructions. All of the following Notes must be included in the audit report. If the Note is not applicable, please state that fact. Any additional Notes deemed necessary by the Independent Auditor should be included.)*

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**Reporting Entity** *(Comments should address all TDCJ-CJAD funding sources at the CSCD.) (Required to be stated with additional descriptions. The CSCD is a special purpose district of State government and is not a department of the administrative county, nor is it an agency of the State of Texas.)*

The accompanying financial statements include the revenue of the (**Administrative County Name,** not judicial district number) Community Supervision and Corrections Department (CSCD) related to the receipt of funds administered by the Community Justice Assistance Division of the Texas Department of Criminal Justice from State Appropriations for the Basic Supervision Fund, Community Corrections Program Funds, Diversion Program Grant Funds, Treatment Alternative to Incarceration Program Grant Funds, local fees collected for the use of the CSCD, and the expenditure of those funds. (Note: Only include fund types actually funded to the CSCD. Include the fund TYPE, not the name of a program. If needed in the description, add the judicial district number and other counties covered by the CSCD.)

**The (Administrative County Name, <u>not judicial district number</u>) Community Supervision and Corrections Department, a special purpose district of State government, was organized to provide certain adult probation services to judicial districts.** *(Note: CSCDs are specialized local entities and not departments of any county nor are they a department of the TDCJ-CJAD.)*

**Basis of Accounting**

*Describe, including basis of accounting prescribed by the TDCJ-CJAD, revenue recognition policies, the method of encumbrance accounting and reporting, and any change in accounting policies from the previous year. Edit paragraphs 2 and 3 below as needed.*

**Since the Department receives funding from State government, it must comply with requirements of the State. Therefore, the financial statements were prepared using the basis of accounting prescribed by the TDCJ-CJAD, a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.**

*Basis of accounting refers to the time at which revenues and expenditures are recognized in the accounts and reported in the statements. The accounts of (County Name) CSCD are organized on the basis of fund accounting, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in a fund based upon the source of the funds and the purposes for which they may be spent and the means by which the spending activities are controlled for the specific activities in accordance with laws, regulations, or other restrictions. Revenues and expenditures are accounted for using either the cash basis of accounting or the modified accrual basis of accounting until the last quarter when the modified accrual basis of accounting must be used.*

*The modified accrual basis of accounting is followed in that revenues are recorded when susceptible to accrual; i.e., earned, measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues received by October 31, 2015 for financial activity performed by August 31, 2015, are considered available. Also, purchases for which the commitment has been established by August 31, 2015, are considered liabilities regardless of*

*whether possession of these goods has been received by August 31, provided that the liability purchase is received and is paid by October 31, 2015. Exception to this method of accounting is the recording of refunds to the State as reductions of Fund Balance.*

*Funds of the (County Name) CSCD are grouped into the agency fund type for the purpose of operation on the (County), Texas accounting system. Accounting agency funds are accounts established for deposit and disbursement of funds which are not controlled through the (County), Texas budget process and are held in purely a custodial capacity.*

### Budgets (Accounting and Legal Compliance)

*Describe basic budget procedures including: prepared at the beginning of each biennium, approved by the district judge(s) in an open meeting, submitted to TDCJ-CJAD for approval, amendments, etc.*

The budgets governing the funding to the programs are prepared at the beginning of each biennium and approved by the district judges and the criminal court-at-law judges with jurisdiction over the department in an **open meeting** and by the Texas Department of Criminal Justice – Community Justice Assistance Division. Only budget adjustment requests, at year-end, received by September 30, 2015 will be reviewed and approved/disapproved by TDCJ-CJAD. TDCJ-CJAD will not accept budget adjustments after September 30, 2015 for the previous fiscal year. Only budget adjustments approved by TDCJ-CJAD should be referred to in performing the financial audit. **(Note: *This paragraph can be amended, as needed, to describe the individual procedures of each CSCD.)***

### Encumbrance Accounting

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is utilized. All encumbrances not liquidated by October 31, 2015 became part of the subsequent year's budget. ***(Note: This paragraph can be amended, as needed, to describe the individual procedures of each CSCD. Also, if encumbrance accounting is not used state that fact.)***

### Compensated Absences

***Give a brief description of the CSCD's paid leave policies (not the paid leave policies of the administrative county) for carryover, even if CSCD personnel cannot carryover balances into the following fiscal year. Several CSCDs have encountered a very high financial burden because of tenured employees leaving employment. Please include the liability dollar amount at August 31, 2015 in this Note.***

## 2. FUNDING SOURCES - STATE AID

### Basic Supervision Funds

The State funding is a per capita allocation based on statistics from the previous full calendar year. The per capita formula includes calendar year misdemeanor placements, direct felony and felony pre-trial cases. Funding is first allocated to misdemeanor placements for 182 days. The remaining funding is allocated to felons under direct community supervision and pre-trial supervision based on the CSCD's share of the state total population of direct and pre-trial felons. Basic Supervision is distributed only to CSCDs.

### Community Corrections (CC) Program Funds

This appropriation line item is allocation based. The funding is based on two equally assigned factors: the

percentage of the state's population residing in the counties served by the department and the percentage of all felony defendants in the state under direct community supervision by the department. CSCDs are the only entities eligible for CC funds.

**Diversion Program (DP) Grant Funds**

This discretionary appropriation line item funding is awarded on a competitive basis. The priorities for distribution are determined biennially. All requests are reviewed by TDCJ-CJAD staff, approved by management, and then presented to the Judicial Advisory Council.

Substance Abuse Felony Punishment Facility (SAFPF) Funding: Aftercare caseloads are funded on a per case basis and must meet specific supervision requirements. Funding for SAFPF aftercare caseloads is allocated by TDCJ-CJAD through the DP line item but is budgeted and reported by CSCDs as state aid under Basic Supervision.

Dedicated Salary Funding: Funds were appropriated by the 81st Legislature specifically for community supervision officers and direct care staff salary increases of 3.5% of the salaries as of August 31, 2009 for FY 2010 and another 3.5% increase of the August 31, 2009 salaries for FY 2011. To date, the dedicated salary funding amounts are the same as in FY 2011. Appropriations of the Dedicated Salary are allocated by TDCJ-CJAD through the DP line item but are budgeted and reported by CSCDs as state aid under Basic Supervision.

High / Medium Reduction Caseload Funding: Appropriations of the High/Medium Reduction Caseload funding are allocated by TDCJ-CJAD through the DP line item but are budgeted and reported by CSCDs as state aid under Basic Supervision.

**Treatment Alternative to Incarceration Programs (TAIP) Grant Funds**

The Treatment Alternative to Incarceration Program provides a continuum of substance abuse treatment services and accountability programming for individual offenders, subject to TAIP funding and guidelines. Services include assessment, screening, and referral to treatment services.

## 3. FUNDS COLLECTED BY THE CSCD FROM SOURCES OTHER THAN TDCJ-CJAD WHICH ARE REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS

**(community supervision fees collected, program participation funds collected, interest, county contributions, donations, commissions, etc.) (Please list "other revenue" items separately.)**

*Describe, all in chart format, including source, amount, restrictions for use, and if funds are expended in accordance with any applicable limitations. Amounts received must trace back to the Combined Schedule of Revenues and Expenditures. Give detail information of "other revenue" and include interest income, if any. The following examples should be used if applicable but are not all inclusive.*

| Source | Amount Received | Restrictions for Use | Expended In Accordance With Restriction |
|---|---|---|---|
| Supervision Fees | $ XX,XXX | *Financial Management Manual for TDCJ-CJAD Funding* restrictions. | Yes or No |
| Program Participant Fees, including Pre-Trial Diversion / Intervention Fees | $ XX,XXX | *Financial Management Manual for TDCJ-CJAD Funding* restrictions. | Yes or No |
| Interest Income | $ XX,XXX | *Financial Management Manual for TDCJ-CJAD Funding* restrictions. | Yes or No |

| | | | |
|---|---|---|---|
| Electronic Monitoring Fees | $ XX,XXX | *Financial Management Manual for TDCJ-CJAD Funding* restrictions. | Yes or No |
| Transactions' Administration Fees | $ XX,XXX | *Financial Management Manual for TDCJ-CJAD Funding* restrictions. | Yes or No |
| Donations | $ XX,XXX | *Financial Management Manual for TDCJ-CJAD Funding* restrictions, or as specified by donor. | Yes or No |
| County Contributions / Donations | $ XX,XXX | *Financial Management Manual for TDCJ-CJAD Funding* restrictions, or as specified by county. | Yes or No |
| Commissions | $ XX,XXX | *Financial Management Manual for TDCJ-CJAD Funding* restrictions. | Yes or No |

4. **FUNDS COLLECTED BY THE CSCD FROM SOURCES OTHER THAN TDCJ-CJAD WHICH ARE NOT REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS (Civil Fees, Victim Restitution Funds, Federal Grants, Bond Supervision Funds, Grants from Sources Other Than TDCJ-CJAD, etc.)**

*Describe, all in chart format, including source, amount, restrictions for use, if funds are expended in accordance with any applicable limitations, and fund balance at August 31, 2015. The following examples are not all inclusive, please list all sources received during the fiscal year.*

| Source | Amount Received | Restrictions for Use | Expended In Accordance With Restrictions | Fund Balance at August 31, 2015 |
|---|---|---|---|---|
| Victim Restitution | $ XXX,XXX | Government Code 76.013, paid directly to victim within certain timelines. | Yes or No | $ XX,XXX |
| Court Costs | $ XXX,XXX | Local Government Code, Chapter 113, Section 113.022 | Yes or No | $ XX,XXX |
| Personal Bond, Pre-Trial Bond, Surety Bond, Bail, and Certain Other Supervision | $ XXX,XXX | Article 17.40 of the Code of Criminal Procedure \ Senate Bill (SB) 880 in the 82nd Legislature. | Yes or No | $ XX,XXX |
| Supervision Fee for Sex Offenders | $ XXX,XXX | Article 42.12, Section 19 (f) of the Texas Code of Criminal Procedure | Yes or No | $ XX,XXX |
| Crime Victims' Compensation Fund | $ XXX,XXX | Texas Code of Criminal Procedure, Article 42.12, Section 11 (a) (18) and Texas State Comptroller remittance timeline. | | |
| Federal Grants | $ XXX,XXX | Federal guidelines | Yes or No | $ XX,XXX |

*(Notes: (1) If answered "yes" on the Compliance Checklist, certain fee types should be listed here with amount collected. (2) Attorney fees, fines, and other fees payable to the county fall under the same restrictions for use as Court Costs.)*

5. **CASH, PETTY CASH AND INVESTMENTS**

*Collection or clearing accounts are trust funds and must be covered by pledged collateral to cover the estimated highest daily balance of funds operated in conjunction with or through the county depository by the CSCD. Collection accounts must be transferred to the county treasury within the time frames listed in Local Government Code 113.022. All CSCD funds must be in the county treasury (the county's bank account) and must be disbursed by the County Treasurer. (Government Code 509.011 (c) and Local Government Code 140.003 (f)).*

*Describe the petty cash procedures. How much is petty cash; how are expenditures processed, through cash, counter checks, etc.; what is petty cash used for, etc.? If no petty cash, please state that fact. A change fund is not considered a petty cash fund if it is used strictly for making change.*

*Describe the procedures of investing idle funds, if any. If funds are not invested, please state that fact.*

## 6. EXCESS OF EXPENDITURES OVER BUDGETS IN INDIVIDUAL PROGRAMS

*Describe the excess expenditure amounts with detailed explanations and whether or not an increase in actual over budget exceeds the $15,000 or 15% rule. This means that if a line item expenditure changes from the last TDCJ-CJAD approved budget amount by more than $15,000 or by a percentage greater than 15%, there is a finding. If none, please state that fact.*

## 7. ACCOUNTS RECEIVABLE AND\OR PAYABLE AND\OR INTERFUND TRANSFERS RECEIVABLE AND\OR PAYABLE AT AUGUST 31, 2015

*Describe any accounts receivable/payable or interfund transfers receivable/payable, if any, at year end. If none, please state that fact. (Note: this is for items that are budgeted and are required to be reported at year end.)*

## 8. VENDOR CONTRACTS FOR OFFENDER SERVICES

*For contracts and/or payments over $100,000, per vendor or per same-type service, list vendors who provide services to offenders, along with the total amounts paid. State whether or not there is a valid contract with each vendor per the Contract Management Manual for TDCJ-CJAD Funding of Offender Services (CMM). If there are no vendor contracts and/or payments over $100,000, please state that there are none.*

*NOTE: To be in compliance with the Contract Management Manual for TDCJ-CJAD Funding of Offender Services (CMM),* CSCD contracts must include the following:

- All contract clauses as listed in the *CMM* for the type of services provided. Only Article I of a contract may differ from the clauses printed in the *CMM*. No other section or Articles of the contract format may be altered by the CSCD. Article I details the specific services required by the CSCD, such as term of the contract, services to be provided, performance measures (required for contracts above $25,000), and penalties for non-compliance with the performance measures.
- Article I's requirements would mirror the elements listed in the Invitations to Bid (ITB) and/or Requests for Proposals (RFPs), if applicable.
- Contracts with an aggregate amount for the same type of service for the year of over $50,000 must be the result of an ITB and/or a RFP.
- Contract terms may be established for one or two years with the option to renew for only one

additional year before competitive bid again.

- The CSCD must have a Contract Monitoring Plan (a written policy) for monitoring vendors paid with CSCD funds. The Monitoring Plan must include detailed procedures for the CSCD's personnel who are conducting the monitoring activities of vendors. The Monitoring Plan should be the result of a risk-based assessment tool to determine which vendors should receive the highest to lowest level of annual monitoring.

- Elements that, at a minimum, should be included in the CSCD's Monitoring Plan's procedures are (1) a checklist indicating whether or not the vendor performed each of the performance measures as listed in Article I of the contract, (2) definitions and/or descriptions of how the CSCD will sample the vendor's records for compliance, (3) an overall ranking or assessment of the vendor based on the findings of the monitoring activity by the CSCD personnel, and (4) documentation of penalties imposed on the vendor for non-compliance with provision of services or performance measures. Procedures will vary for different vendors and/or different types of services.

## 9. COMMITMENTS AND CONTINGENCIES

*Describe and state expected outcome. If none, state that fact.*

## 10. PRIOR PERIOD ADJUSTMENTS AND REFUNDS

*Describe in detail. If none, state that fact.*

## 11. SUBSEQUENT EVENTS

*Describe. If no reportable subsequent events, state that fact.*

(**Administrative County Name,** *not the judicial district number*) COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS **as Submitted to** TDCJ-CJAD
FUNDING SOURCE AND PROGRAM TITLE (if applicable)
*(Unused lines may be deleted.)*
FOR THE YEAR ENDED AUGUST 31, 2015

| | Audit | Per CSCD Quarterly Report | Difference* |
|---|---|---|---|
| **REVENUE** | | | |
| State Aid | $ 00,000 | $ 00,000 | $ 00,000 |
| State Aid: SAFPF | $ 00,000 | $ 00,000 | $ 00,000 |
| Community Supervision Fees | $ 00,000 | $ 00,000 | $ 00,000 |
| Payment by Program Participants | $ 00,000 | $ 00,000 | $ 00,000 |
| Interest Income | $ 00,000 | $ 00,000 | $ 00,000 |
| Other Revenue | $ 00,000 | $ 00,000 | $ 00,000 |
| Total Revenue | $ 00,000 | $ 00,000 | $ 00,000 |
| **EXPENDITURES** | | | |
| Salaries and Fringe Benefits | $ 00,000 | $ 00,000 | $ 00,000 |
| Travel and Furnished Transportation | $ 00,000 | $ 00,000 | $ 00,000 |
| Contract Services for Offenders | $ 00,000 | $ 00,000 | $ 00,000 |
| Professional Fees | $ 00,000 | $ 00,000 | $ 00,000 |
| Supplies and Operating Expenses | $ 00,000 | $ 00,000 | $ 00,000 |
| Facilities | $ 00,000 | $ 00,000 | $ 00,000 |
| Utilities | $ 00,000 | $ 00,000 | $ 00,000 |
| Equipment | $ 00,000 | $ 00,000 | $ 00,000 |
| Total Expenditure | $ 00,000 | $ 00,000 | $ 00,000 |
| **EXCESS OF REVENUE OVER (UNDER) EXPENDITURES** | $ 00,000 | $ 00,000 | $ 00,000 |
| **OTHER FINANCING SOURCES (USES)** | | | |
| Transfer in | $ 00,000 | $ 00,000 | $ 00,000 |
| Transfer out | $ -00,000 | $ -00,000 | $ -00,000 |
| Total Other Financing Sources (Uses) | $ 00,000 | $ 00,000 | $ 00,000 |
| **FUND BALANCE 9/1/2014** | $ 00,000 | $ 00,000 | $ 00,000 |
| Prior Period Adjustment * | $ 00,000 | $ 00,000 | $ 00,000 |
| Prior Period Refund Paid to CJAD ** | $ 00,000 | $ 00,000 | $ 00,000 |
| Adjusted Beginning Fund Balance | $ 00,000 | $ 00,000 | $ 00,000 |
| Refund Due to CJAD ** | | $ 00,000 | $ 00,000 |
| **FUND BALANCE 8/31/2015** | $ 00,000 | $ 00,000 | $ 00,000 |

***Note** A ***Example***: Difference due to prior year difference between CSCD report and the General Ledger; correction was made during the current year.

** If applicable

(INDEPENDENT AUDITOR LETTERHEAD)

*(Example report - no issues noted)*
*(See AICPA Audit and Accounting Guide for Audits of State and Local Government Units for additional formats.)*

**Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards* for (*County name*) Community Supervision and Corrections Department, (City), Texas** *(Please insert the Administrative County Name, not the judicial district number.)*

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the (*County name*) Community Supervision and Corrections Department as of and for the year ended August 31, 2015, and the related notes to the financial statements, which collectively comprise (*County name*) Community Supervision and Corrections Department's basic financial statements, and have issued our report thereon dated (*opinion report date*).

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered (*County name*) Community Supervision and Corrections Department's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of (*County name*) Community Supervision and Corrections Department's internal control. Accordingly, we do not express an opinion on the effectiveness of (*County name*) Community Supervision and Corrections Department's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. (We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be significant deficiencies. [List the reference numbers of the related findings])

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether (*County name*) Community Supervision and Corrections Department's financial statements are free from material misstatement, we performed tests of its compliance with certain provision of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*. (However, we noted certain immaterial instances of noncompliance that we have reported to management of (*County name*) Community Supervision and Corrections Department in a separate letter dated (*date of letter*).)

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not

suitable for any other purpose.

**This report is intended solely for the information and use of the (*County Name*) Community Supervision and Corrections Department, others within the organization, and the Texas Department of Criminal Justice-Community Justice Assistance Division and is not intended to be and should not be used by anyone other than these specified parties.**

February 29, 2016

(Signed)

Accounting Firm

**Criteria**

*The laws, regulations, contracts, grant agreements, standards, measures, expected performance, defined business practices, and benchmarks against which performance is compared or evaluated. Criteria identify the required or desired state or expectation with respect to the program or operation. Criteria provide a context for evaluating evidence and understanding for findings.*

**Reportable Condition**

*Condition is a situation that exists. The condition is determined and documented during the audit.*

**Cause**

*The cause identifies the reason or explanation for the condition or the factor or factors responsible for the difference between the situation that exists (condition) and the required or desired state (criteria), which may also serve as a basis for recommendations for corrective actions. Common factors include poorly designed policies, procedures, or criteria; inconsistent, incomplete, or incorrect implementation; or factors beyond the control of program management. Auditors may assess whether the evidence provides a reasonable and convincing argument for why the stated cause is the key factor or factors contributing to the difference between the condition and the criteria.*

**Effect or Potential Effect**

*The effect is a clear, logical link to establish the impact or potential impact of the difference between the situation that exists (condition) and the required or desired state (criteria). The effect or potential effect identifies the outcomes or consequences of the condition. When the audit objectives include identifying the actual or potential consequences of a condition that varies (either positively or negatively) from the criteria identified in the audit. "Effect" is a measure of those consequences. Effect or potential effect may be used to demonstrate the need for corrective action in response to identified problems or relevant risks.*

*Examples:*

1. **Criteria**
   *The Financial Management Manual (FMM) for TDCJ-CJAD Funding requires the reporting of all funds and transactions of the department.*

   **Reportable Condition**
   *The department failed to follow guidelines as outlined in the Financial Management Manual, and the fiscal officer failed to properly classify and report certain transactions of the department.*

   **Cause**
   *The (County Name) Community Supervision and Corrections Department, (City), Texas, has not established procedures that will identify, record, and report all transactions and accounts handled by the department.* The department should review accounting and reporting procedures in the *Financial Management Manual*.

   **Effect or potential effect**
   *The financial statements as presented showed assets overstated, fund balance overstated, and expenditures were understated. The financial statements were adjusted by _____ Firm and the (County Name)*

*Community Supervision and Corrections Department, (City), Texas, is to correct fund balance with a prior period adjustment in the current fiscal year.*

*There are no questioned costs associated with this finding.*

**Statement of Corrective Action Taken**
*Department personnel and the fiscal officer will review accounting and reporting procedures in the Financial Management Manual. They will also include all accounts and transactions in future reports, with all transactions properly classified.*

2. **Criteria**
*The Financial Management Manual for TDCJ-CJAD Funding identifies allowable and unallowable expenditures.*

**Reportable Condition**
*The department incurred expenditures not expressly allowed in accordance with the Financial Management Manual. The itemized list below details the expenditures that do not conform to the Financial Management Manual's guidelines.*

**Cause**
*The (County Name) Community Supervision and Corrections Department, (City), Texas, has not established procedures that will identify allowable and unallowable expenditures in accordance with the Financial Management Manual.* The department should review accounting and reporting procedures in the *Financial Management Manual.*

**Effect or potential effect**
*The financial statements as presented showed fund balance understated, and expenditures were overstated. The financial statements were adjusted by _____ Firm, correcting fund balance and reporting $___ due to TDCJ-CJAD. The (County Name) Community Supervision and Corrections Department, (City), Texas, is to correct fund balance with a prior period refund in the current fiscal year.*

*There are questioned costs associated with this finding, see list below:*

**Statement of Corrective Action Taken**
*Department will prepare procedures and department personnel and the fiscal officer will review accounting and reporting procedures in the Financial Management Manual.*

3. **Criteria**
*Government Code 509.011 © and Local Government Code 140.003 (f) require department funds be deposited in the county treasury (county's bank account) and are to be disbursed by the county treasurer, (or county auditor, if there is no county treasurer) from the treasury.*

**Reportable Condition**
*The process by which the CSCD collects, deposits, and disburses funds collected from probationers does not meet the criteria as stated above. The balance from a collection account controlled by CSCD personnel should be disbursed completely to the county treasury within the time period stated, even though the total amount owed is paid by probationers over time. There should be a zero balance in the collection account at the end of each required deposit period.*

**Cause**
*The (County Name) Community Supervision and Corrections Department, (City), Texas, has not established procedures to properly deposit all funds, require department funds be deposited with the county treasurer, (or county auditor, if there is no county treasurer) for placement in the county treasury (county's bank account) and that expenses are to be disbursed by the county treasurer, (or county auditor) from the treasury.*

**Effect or potential effect**
*The condition causes a lack of segregation of duties which in turn can lead to errors and irregularities.*

*There are no questioned costs associated with this finding.*

**Statement of Corrective Action Taken**
*The county is in the process of installing a new accounting system that will include all funds of the CSCD. When financial information is available to the CSCD, the issuance of more accurate and timely quarterly reports will be possible.*

**Fiscal Year 2015 TDCJ-CJAD Compliance Checklist**

Indicate whether these compliance requirements have been met by answering "Yes," "No," or "NA" (Not Applicable): *(Note: The first eighteen (18) checklist items are to be answered "Yes" or "No" only.)*

| YES | NO | N/A | |
|---|---|---|---|
| | | | Is separate accountability maintained for TDCJ-CJAD funds; i.e., fund accounting of self-balancing funds? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs. |
| ___ | ___ | | |
| | | | Are Revenues and Expenditures reported to TDCJ-CJAD in agreement with, or reconcilable to, the funding recipient's accounting records and with audited expenditures in each budget category? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs. |
| ___ | ___ | | |
| | | | Are TDCJ-CJAD funds and locally generated revenues expended in accordance with the *Financial Management Manual for TDCJ-CJAD Funding (FMM)*, TDCJ-CJAD Standards, TDCJ-CJAD Field Correspondence, TDCJ-CJAD Policy Statements, Standard and Special Grant Conditions, and applicable laws? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs. |
| ___ | ___ | | |
| | | | Are proper cutoff procedures observed at the end of each fiscal period? The cutoff date for revenues recognition and expenditures payments of FY 2015 is October 31, 2015. |
| ___ | ___ | | |
| | | | Is the modified accrual basis of accounting used in preparing the fourth quarter reports for submission to TDCJ-CJAD? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs. |
| ___ | ___ | | |
| | | | Are any TDCJ-CJAD funds used to pay judges' salaries (unless specifically approved by TDCJ-CJAD in a Program Budget; i.e., DWI Courts), community justice council members' salaries, or other court-related expenses? If any of these salaries or expenses are paid, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs. |
| ___ | ___ | | |
| | | | Are expenditures and revenues supported by adequate documentation? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs. |
| ___ | ___ | | |
| | | | Are all employees with access to funds covered by a surety bond? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs. |
| ___ | ___ | | |
| | | | Does the CSCD have an existing policy on budget approval, operate by the policy, and the policy has been approved in an open meeting by the judges charged with oversight of the CSCD (Government Code, Section 76.002, and the *Financial Management Manual for TDCJ-CJAD Funding* (*FMM* Pages 8-10)). If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs. |
| ___ | ___ | | |
| | | | Are all of the CSCD's funds and collections deposited in the county treasury (county's bank account)? (*FMM* Pages 7-8; Government Code, Section 509.011; Local Government Code, Section 140.003 (f); and Attorney General's Opinion DM-257, dated September 15, 1993) If not, explain in the Notes to the Financial Statements and include in the Schedule of Findings and Questioned Costs. |
| ___ | ___ | | |

Are all of the CSCD's funds and collections disbursed by the county treasurer on behalf of the CSCD? (*FMM* Pages 7-8; Government Code, Section 509.011; Local Government Code, Section 140.003 (f); and Attorney General's Opinion DM-257, dated September 15, 1993) If not, explain in the Notes to the Financial Statements and include in the Schedule of Findings and Questioned Costs.

Are all of the CSCD's funds and collections deposited in the county treasury (county's bank account) within the time period required by Local Government Code 113.022? (*FMM* Pages 7-8) If not, explain in the Notes to the Financial Statements and include in the Schedule of Findings and Questioned Costs.

Did the Fiscal Officer follow the applicable laws, guidelines, and duties as specified on Pages 31-35 of the *Financial Management Manual for TDCJ-CJAD Funding*? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

Were purchasing laws, including required competitive bidding, followed as directed in accordance with the same procedures applicable to a county? (Texas Local Government Code Section 140.003 and Chapter 262, *FMM* Pages 35-36) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

Were there any instances of fraud, non-compliance, waste, or abuse noted by the auditor (Chapter 4, Item 4.25 *Government Auditing Standards*)? If yes, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

Are locally generated funds, and other collections, documented with a proper receipt system, and can they be traced to probationers' accounts, bank deposits and statements? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

Is <u>equipment</u> physically inventoried and adequately supported with an inventory form? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

Is surplus <u>equipment</u> disposed of in accordance with TDCJ-CJAD guidelines? (*FMM* Page 24) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

Was an explanation given in the Schedule of Differences for any changes or adjustments that were made to Revenues and Expenditures (by either the CSCD or the Independent Auditor) that adjusted the previous amounts reported to TDCJ-CJAD? If not, explain in the Schedule of Differences, Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

Are expenditures that benefit both juveniles and adults prorated on an equitable basis? Is determination of the method of prorating such expenditures supported by adequate documentation, including an annual time study? (*FMM* Page 26) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

If the CSCD determines that an increase or decrease in revenue or expenditures is required, were budget adjustments submitted to TDCJ-CJAD, **by September 30, 2015,** and in accordance with the *Financial Management Manual for TDCJ-CJAD Funding*? (*FMM* Pages 8-10) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

___ ___ ___ Are all non-TDCJ-CJAD funded program fees expended in accordance with applicable limitations; i.e., civil fees, Federal grants, bond fees, sex offender fees, crime victims compensation fund fees, etc.? If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

___ ___ ___ Are Victim Restitution Funds accounted for in accordance with Texas Government Code, Section 76.013, and are unclaimed funds tracked for the required five-year period prior to sending to the State Comptroller? (*FMM* Page 28) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

___ ___ ___ Have TDCJ-CJAD policies regarding contracts with vendors been followed, which includes maintaining a Contract Monitoring Plan (policy) to monitor vendor payments and compliance with contracts? (*CMM* and Pages 10-11 of these Guidelines) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

___ ___ ___ Does the CSCD have a policy regarding eligibility for employee salary merit increases, if merit or one-time increases are given? (*FMM* Page 46) If such increases are given without a written policy, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

___ ___ ___ If the CSCD allows offenders to pay a fee or donate goods to a local food bank in lieu of performing community service restitution (CSR) work hours, does the CSCD have a written **CSR Policy** stating this fact? (TDCJ-CJAD Policy Statement No. CJAD-PS-08) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

___ ___ ___ Are petty cash funds (not change funds) authorized by the county auditor or fiscal officer? (*FMM*, Pages 7-8, 20 and 34) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

___ ___ ___ Are petty cash funds used only for specific purposes for allowable items as listed in the *Financial Management Manual for TDCJ-CJAD Funding* and expended only for emergency situations authorized by a written policy and approved by the CSCD director? (*FMM*, Pages 7-8, 20 and 34) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

___ ___ ___ Are Personal Bond, Pre-Trial Bond, Surety Bond, Bail and Certain Other Supervision expenses relating to CSCD employees supervising these cases paid from the administrative fees (and not from state-funded budgets) set in Article 76.015(c) of the Texas Government Code, as amended; i.e., salaries, fringe benefits, travel, supplies, equipment, etc., paid from these fees? If a CSCD employee (or more than one employee where cumulative time is not over 10% of one full-time equivalent position) spends no more than 10% of his/her time on the Bond/Other Supervision Program activities, separation of expenses is considered immaterial and is not required. However, all revenue generated from these fees must be accounted for separately in a local budget. Is this being properly captured? (*FMM* Pages 20-21 and TDCJ-CJAD Policy Statement No. CJAD-PS-09) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

___ ___ ___ With prior TDCJ-CJAD approval, CSCDs may use Basic Supervision, CC, DP, or TAIP funds as required cash matching for grants from other governmental agencies, non-profit organizations, or private foundations, etc., for the purpose of expanding an existing program. Was cash matching properly authorized, budgeted, and expended? (*FMM* Pages 21-22) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

___ ___ ___ The Texas Code of Criminal Procedure, Article 42.12, Section 19 (c) requires as a condition of probation that certain sex offenders pay $5.00 per month during the period of supervision. These fees are in addition to court costs or any other fee imposed on the offender as court ordered. Are these fees collected and accounted for by the CSCD and remitted to the State Comptroller? (*FMM* Page 27) If fees are collected, include them in the Note to the Financial Statements for funds not required to be budgeted. If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

___ ___ ___ Article 42.12, Section 11 (a) (18), Code of Criminal Procedure authorizes the court to order a defendant, as a condition of community supervision, to reimburse the Crime Victims' Compensation Fund for any amounts paid from that fund to a victim of the defendant's offense or, if no reimbursement is required, make one payment to the fund in an amount not to exceed $50 if the offense is a misdemeanor or not to exceed $100 if the offense is a felony. If these fees were collected, were they remitted to the State Comptroller in compliance with the timelines outlined by the State Comptroller's Office? (*FMM* Pages 28-29) If these fees are collected, include in the Note to the Financial Statements for funds not required to be budgeted. If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

___ ___ ___ Were pretrial diversion/intervention fees properly collected and accounted for as payments by program participants? (*FMM* Pages 28-29, Government Code, Section 76.015 (c), Texas Code of Criminal Procedure, Article 102.012) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

___ ___ ___ Is there proper identification on motor vehicles that are issued exempt license plates? (*FMM* Pages 29-30, Transportation Code, Chapter 721) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

___ ___ ___ Is the transactions' administrative fee, if collected, accounted for on a consistent basis? (*FMM* Page 30) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

___ ___ ___ If there were negative fund balances in programs, were they covered by interfund transfers as described in the *Financial Management Manual for TDCJ-CJAD Funding*? (*FMM* Pages 33-34) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

___ ___ ___ Do action plans exist for all significant findings from previous audits, if applicable, and are action plans current? (Chapter 4, Item 4.05, *Government Auditing Standards*) If not, explain in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

# EXHIBIT "B"

## SELECTION CRITERIA

## Hidalgo County
**(all funding sources)**
## Community Supervision & Corrections Department
## "Independent Audit Services"

## RFP NO: 2016-214-07-13-HGO

# Exhibit "B"

**"Independent Audit Services"**
**SELECTION CRITERIA**
**RFP: 2016-214-07-13-HGO**

| Selection Criteria | | Points | Score |
|---|---|---|---|
| **1. RESPONSIVENESS** | **(15 pts)** | | |
| ➢ Thoroughness of requested information | | 10 | |
| ➢ Understanding of project | | 5 | |
| Comments/Rationale For Points: | | | TOTAL _____ |
| **2. FIRM CAPABILITIES** | **(85 pts)** | | |
| ➢ Capability to perform all services required | | 35 | |
| ➢ Experience with similar projects | | 20 | |
| ➢ Capability to meet schedules & deadlines | | 15 | |
| ➢ Current workload and ability to commence various requested projects simultaneously | | 15 | |
| Comments/Rationale For Points: | | | TOTAL _____ |
| | | Total Score | |

Project Name:

Department:

Firm/Participant:

Evaluator: Date:

# EXHIBIT "C"

## Insurance Requirements
## Professional Services
### (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. 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 Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. 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.

# 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.

INSURERS AFFORDING COVERAGE

INSURED

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 THER 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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ ☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP AGG | $ |
| | | | | | | |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU- ☐ OTHER TORY LIMITS | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# 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 award of project 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 award of project by the Hidalgo County Commissioners= Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

**Notice to Proposer:**

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 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 award to be rescinded and re-awarded to next qualified vendor. 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 YOUR 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 project, 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 <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# EXHIBIT "D"

# CIQ

## Conflict of Interest Questionnaire

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

**4** **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5** **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

_____ _____

Signature of vendor doing business with the governmental entity Date

# CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# PROPOSER'S AFFIDAVIT
## Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**
**NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING**
**FOR "TITLE (PROJECT DESCRIPTION"**
**PROJECT NO.:**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

---

Signature/Title: _____

---

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____.

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department**
**thru Facsimile: (956) 318-2629 or (956) 292-7612**
**in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539**
**or 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.:**

Revised12/14/06

## 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:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

# 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) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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 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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

**Sign Here** | **Signature of U.S. person ▶** | **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### 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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

**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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

### 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.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

### Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—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 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[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.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

## 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, apply for a TIN and 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 U.S. 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, or 5 below 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 code* earlier.

**Signature requirements.** Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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 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* |
| **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. commonwealths and 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 proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
**REQUEST FOR PROPOSALS**

**PROJECT NAME**

**RFP No.: 2016-214-07-13-HGO**

# RFP SUBMITTAL CHECK LIST

All forms listed below must be submitted in the RFB response. If forms are not submitted, your response may be considered as non-responsive.

**Indicate with a check mark (✓) the Forms completed and included in this response:**

_____ Page 9 of Legal Notice

_____ Exhibit "C" - Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D Revised CIQ Form -Copy of County Clerk File Recording fee receipt

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, three (7) Copies of Response.

_____ _____
Signature Date

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

# MEMORANDUM

(Approval of Specs)

**TO:** **Rosario Ramirez-Castilleja** **VIA EMAIL:** rosario.castilleja@hidalgocountycscd.org
**Hidalgo County Community Supervision & Corrections Department**

**FROM:** Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Dept.

**DATE:** **May 24, 2016**

**RE:** **Approval of Specifications/Requirements** ***RFP No. 2016-214-07-13-HGO-*** **HIDALGO COUNTY-**
***Community Supervision & Corrections Department – "Independent Audit Services"***

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4877.

| | |
|---|---|
| **APPROVE** ▪ ✓ | DISAPPROVE ▪ |
| **APPROVED WITH MODIFICATIONS** ▪ | |

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) Basic Supervision funds

BUDGET ACCOUNT #: X-1297-423-00-320-002-X-335

| | | | |
|---|---|---|---|
| Rosario R Castilleja | Rosario Castilleja | Adult Probation | 5/24/16 |
| AUTHORIZED SIGNATURE | PRINT NAME | DEPARTMENT | DATE |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: heidi.ortiz@co.hidalgo.tx.us by no later than Thursday, May 26, 2016 @ 11:00 A.M.**

Enclosures

AI-54944

Purchasing Department 12. L.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

Requesting authority to advertise and approval of procurement packet [i.e. specifications/requirements, legal notice, draft requirement agreement etc.] as attached hereto for: Hidalgo County Community Service Agency-"Lease of Office Space-Edinburg"-RFB No.:2016-142-SMA including the re-advertising of project in the event no bids received and/or are rejected and project is still required.

BACKGROUND

1. Contract expires: Sept. 24,2016
2. Proposed schedule of events:
1st advertisement: July 02,2016
2nd advertisement: July 09,2016
Bid Opening: July 20,2016

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Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

CSA will be providing the sources

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Attachments

Depts Approval of Specs, Legal Notice, Draft Specs & Contract

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/14/2016 02:41 PM |
| Budget & Management | Veronica Ortiz | 06/14/2016 02:42 PM |
| Glinda Pacheco | Glinda Pacheco | 06/16/2016 09:39 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Sandra Montalvo Started On: 06/07/2016 08:50 AM

Final Approval Date: 06/16/2016

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

# MEMORANDUM

(Departments Approval of Specifications)

**TO:** Jaime Longoria, Executive Director
Hidalgo County Community Service Agency

**ATTN:** Rolando Garcia Jr, via email: rolando.garcia@co.hidalgo.tx.us
Administrative Operations Manager

**FROM:** Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

**DATE:** **March 16, 2016**

**RE:** Approval of Specifications/Requirements for: Bid No.: ***2016-142-00-00-SMA-***
***Hidalgo County Community Service Agency-*"Lease Office Space-*Edinburg"***

Please review the current **SPECIFICATIONS/REQUIREMENTS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

| | |
|---|---|
| APPROVE ☑ | DISAPPROVE ☐ |
| APPROVED WITH MODIFICATIONS ☐ | |

FUNDS AVAILABILITY:_____YES / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT #:_____

_____

| | | | |
|---|---|---|---|
| AJR | Jaime R Longoria | C.S.A. | 6/2/16 |
| AUTHORIZED SIGNATURE | PRINT NAME | DEPARTMENT | DATE |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT e-mail to: sandra.montalvo@co.hidalgo.tx.us by no later than March 24, 2016 @ 10:00 A.M.**

Enclosures

| Bid No:2016-142-00-00-SMA | Buyer : Sandra Montalvo | Tel. No: (956) 318-2626 ext 4865 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY COMMUNITY SERVICE AGENCY

## *"Lease of Office Space-Edinburg"*

## BID OPENING DATE: Month 00, 2016

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Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1) Sealed bids will be received for ***Hidalgo County Community Service Agency-"Lease of Office Space-Edinburg"*** 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 and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **Bid No.:2016-142-00-00-SMA- *Hidalgo County Community Service Agency-"Lease of Office Space-Edinburg"*** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas**, on or before 9:30 A.M, WEDNESDAY, MONTH 00 , 2016. 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 *RFB No.:2016-142-00-00-SMA- Hidalgo County Community Service Agency-"Lease of Office Space-Edinburg"*** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids 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 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 o 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:
  1) Name and address of successful bidder
  2) Name and address of receiving department or official
  3) Purchase Order Number (if any)
  4) Notation- ***Hidalgo County Community Service Agency-"Lease of Office Space-Edinburg"***
  5) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  6) Contract number must be indicated on all invoices
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

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## 17) SCHEDULE OF EVENTS

| | |
|---|---|
| **Bid Opening, 9:30 A.M.** | **MONTH 00, 2016** |
| Award of Contract | _____, 2016 |
| Commence Work or Deliver Products | _____, 2016 |

## 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.

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**NOTICE:**

**ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.**

## 20) DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2016, 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-1, 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.

**Completed Form CIQ must be submitted 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 RESPONDENT. (WHEN APPLICABLE BY STATUTE). QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

## 21) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

**As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2016-142), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: sandra.montalvo@co.hidalgo.tx.us, Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:**

**https://www.ethics.state.tx.us/tec/1295-Info.htm**

**THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.***

**FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT will be included in packet as Exhibit "D-2". This is to inform all prospective Vendors of the new statue (HB 23), becoming effective on September 01, 2015.**

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**FORM CIS IS THE SOLE RESPONSIBILITY OF THE COUNTY. (FORM IS INCLUDED FOR INFORMATION PURPOSE ONLY)- SHOULD YOU HAVE ANY QUESTIONS REGARDING HB23, (FORM CIS) PLEASE DIRECTED YOURSELF AND/OR CONSULT WITH YOUR LEGAL COUNSEL**

22) 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 the County.

23) Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24) 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.

25) 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.

26) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27) 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.

28) 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



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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.

29) 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.

30) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31) The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32) Respondents must provide all documentation requested with this (RFB), Request for Bid, in their response (except for the CIQ form if NON APPLICABLE). Failure to provide this information may result in rejection of the RFB as nonconforming.

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Bid
for
**Hidalgo County Community Service Agency**
**"Lease of Office Space-Edinburg"**

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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# EXHIBIT "A"

## Specifications/Requirements
## Hidalgo County-Community Service Agency
## "*Lease of Office Space-Edinburg"*
RFB NO.: 2016-142-00-00-SMA

## SCOPE OF PROJECT:

The proposed office building must be in good working condition and must meet all ADA requirements or all entrances, restrooms and/or parking areas provided by bidder.

Said office space shall have the designated rooms or areas for conducting the following functions:

- Building must be located at the following: Parameter: within the City of Edinburg, TX.
- Waiting area, Reception area, Conference Room, Lounge Room, and two (2) storage rooms.

## REQUIREMENTS:

1) Bidder must charge by the square foot for the rental space;

2) Parking Requirements: Professional offices Chapter 19.18 for modifications of these parking standards for mixed use projects.: one space for each 200 square feet of gross floor area for medical, clinical and dental offices or one space for each 300 square feet of gross floor area for other professional and business offices; The minimum number of parking spaces should be double the required by the zoning applicable to a site or specified in this section

3) Must provide a min. of 9,500 square feet to a max. of 12,000 square feet of available tile floor space to perform CSA services. Building be well insulated with an ERA rating of minimum of eleven (11) and with approximately 13 individual offices. (SEE EXHIBIT A-1)

4) The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.

5) Lessor must provide documented proof that the building is asbestos free and mold free with the most recent inspection not less than one year old.

6) Building premises shall have public handicapped accessible restroom facilities for both men and women. Separate restroom facilities for employees;

7) The awarded bidder of the contract/lease will ensure that the facilities (toilets, water, faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract;

8) Parking spaces for both regular and handicapped needs shall conform to local municipal ordinances and state law with ramp access available from such spaces to the building. Building access must comply with American Disability Act Parking Requirements;

9) Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including garbage pickup.

10) Building should be equipped with fire extinguishers for each department or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or

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exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations;

11) Central air/heating will be provided for ample cooling/heating of the entire building. Lessor will be responsible for electrical, central air & heating maintenance, also by keeping entire Building free of mold at all times. Lessor must provide documented proof with the most recent inspection not less than one year old.

12) Building shall be safe from rodents & insects prior to occupancy by the CSA Program staff. Also be responsible and at Lessor's expense for pest control and floor maintenance throughout term of this contract.

13) The complete space will be inspected by CSA Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

14) The floor plans of the building will be constructed according to the Program Director. If present building needs renovation; the renovation work will be made by Lessor and at Lessor's cost and to be completed at least 90 days from the date of award;

15) Provide the legal description of the property along with your bid and include a proposed layout of your facility.

16) Hidalgo County is requesting all interested vendor(s) submitting bids must provide the following: property ID # and/or Geographic ID # and the Legal Description as listed on your local County Appraisal District for proposed property being submitted for this project.

17) An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date of awarding bid and execution of contract or the award will become void/null;

18) If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null;

19) If a new building is proposed in this project, Hidalgo County may consider accepting as main option, or whichever is in the best interest of the County.

20) Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy. Incomplete sections may be considered for probable cause for disqualification.

21) **SITE VISIT:** Hidalgo County Community Services Agency has the option to conduct a walk-thru before the lease agreement is awarded, in order to verify status and kind of business activity within the building if necessary.

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## TERMS & CONDITIONS

1) Term of contract shall be for a period of five (5) years with the County's option to renew for one (1) additional year under the same terms and conditions. Lease will have a sixty (60) day cancellation clause.

2) Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) performance of services and/or specifications ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation**.**

3) Hidalgo County reserves the right to hold bids for a period of sixty (60) days without taking any action;

4) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract;

5) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract/lease agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County;

6) Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster, Also, bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached**, Plus also insure building for fire, accident and natural disaster;

7) Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

## ADDITIONAL INFORMATION:

**1)** Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**2) ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than, *WEDNDAY, June 00 , 2016,* by 5:00 P.M. Reponses to said inquires will be sent to all applicants via facsimile or via e-mail by no later than, *FRIDAY,June 00 , 2016,* by 5:00 P.M.**

**3) All cost and expenses associated with the preparation and submission of (bids, proposals, and statements of qualifications) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

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**Zimbra** **rocio.villarreal@co.hidalgo.tx.us**

## RE: HC-CSC "LEASE OF OFFICE SPACE -EDINBURG Prop. Community Service Agency Building

**From :** Steve Crain <scrain@atlashall.com> Mon, Jun 13, 2016 05:44 PM

**Subject :** RE: HC-CSC "LEASE OF OFFICE SPACE -EDINBURG Prop. Community Service Agency Building

**To :** 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

If the premises are to be used for office space this should work.

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, June 13, 2016 4:00 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: HC-CSC "LEASE OF OFFICE SPACE -EDINBURG Prop. Community Service Agency Building

Mr. Crain:

Can you please review draft contract and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

----- Original Message -----
From: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
To: "Rocio. Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, June 13, 2016 1:59:53 PM
Subject: HC-CSC "LEASE OF OFFICE SPACE -EDINBURG Prop. Community Service Agency Building

Rocio,

Please please I need a copy of a draft contract. I have opened an AI FOR Comm. Court 06/28 will you please provide me a draft contract...
----- Forwarded Message -----
From: "Guillermo Palacios" <guillermo.palacios@co.hidalgo.tx.us>
To: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
Sent: Wednesday, June 8, 2016 9:51:17 AM
Subject: Re: Prop. Community Service Agency Building

Guillermo Palacios
Operations Manager
County of Hidalgo-Community Service Agency
2524 N. Closner
Edinburg, Texas 78539

**THE STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

# LEASE
**C-16-142-00-00**

THIS LEASE is made and entered into by and between **VENDOR'S NAME,** referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A "attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee issued a Request for Bid in accordance with specifications in the Request for Bid and a copy of such Request for Bid Procurement packet and Bid Page is (collectively the "RFB") is attached hereto as Exhibit "B".

## ARTICLE1. TERM

### Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be commencing on ,**2016** (as hereinafter defined) and ending on **, 2021** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

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**Renewal or Termination**

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for one (1) year terms and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2 or 1.4 hereof; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

**Holdover**

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

**Termination**

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon

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Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

**Lessor's Warranty of Quiet Enjoyment**

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

## ARTICLE 2. RENT

**Base Rent**

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **and no 00/100 ($0.00)** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

**Time and Manner of Payment**

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United

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States to the Lessor at **ADRESS, STATE, ZIP CODE**, or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

**Taxes**

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

## ARTICLE 3. USE OF PREMISES

**Permitted Use**

3.1 Lessee may use the premises for office space and for any other lawful purpose.

**Waste, Nuisance, or Illegal Use**

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

## ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent use of the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. Lessor shall be responsible for all of the repairs and maintenance. In addition, Lessee shall repair all injury caused by the installation or

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removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

**LESSOR'S AND LESSEE'S DUTIES TO REPAIR**

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

**LESSOR'S DUTY**

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to

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applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(9) Landscaping (all greenery, watering, and maintenance).

(10) Parking Lot (including painting, striping, paving, etc.)

**Lessee's Right to Repair for Lessor or Vacate**

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

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## ARTICLE 5. UTILITIES

### Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

## ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

### Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

### Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

## ARTICLE 7. SIGNS

### Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the

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Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

## ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

## ARTICLE 9. INSURANCE AND INDEMNITY

### Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided

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herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

**General Liability Insurance**

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as “Exhibit C.”

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

**Remedy for Failure to Provide Insurance**

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the

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necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

## ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

### Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor’s sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part

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following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

## ARTICLE 11. CONDEMNATION

### Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

### Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its

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sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

**Condemnation Award**

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

## ARTICLE 12. DEFAULT

**Default by Lessee**

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to

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Lessor.

**Default by Lessor**

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

**Cumulative Remedies**

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

**Waiver of Breach**

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

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## ARTICLE 13. ASSIGNMENT AND SUBLETTING

### Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

### Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

## ARTICLE 14. MISCELLANEOUS

### Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

DRAFT

| Lessor: | Lessee: |
| --- | --- |
| COMPANY<br>Attn: NAME<br>ADDRESS<br>CITY, STATE, ZIP CODE | County of Hidalgo<br>Attn: County Judge<br>100 East Cano, 2nd Floor<br>Edinburg, Texas 78539 |

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

**Parties Bound**

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

**Texas Law to Apply**

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

**Legal Construction**

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

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**Prior Agreements Superseded**

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

**Amendment**

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

**Rights and Remedies Cumulative**

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**Attorneys' Fees and Costs**

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

**Force Majeure**

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by

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any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

**Real Estate Commission and Finder's Fees**

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

**Estoppel Information**

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

**Time of Essence**

14.12 Time is of the essence of this Lease Agreement.

**Commitment of Current Revenues Only**

14.13 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

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Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

**Entire Agreement**

14.14 This Lease contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Lessor, and not otherwise.

**Immunities**

14.15 Nothing in this Lease is intended to and Lessee does not hereby waive, release or relinquish any right to assert any of the defenses Lessee enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Lessee as to any claim or action of any person, entity, or individual against Lessee.

DRAFT

**THE UNDERSIGNED** Lessor and Lessee execute this Lease Agreement on the day of _____, 2016.

**HIDALGO COUNTY**

_____
By: Ramon Garcia, County Judge

**VENDOR'S NAME**

_____
By:

**APPROVED AS TO FORM**:
Atlas, Hall & Rodriguez, L.L.P.

_____
By: Stephen L. Crain

**ATTEST:**

_____
By: Arturo Guajardo Jr., County Clerk

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# EXHIBIT “A”
# LEGAL DESCRIPTION

DRAFT

# EXHIBIT “B”
# REQUEST FOR BID (RFB) &
# BID PAGE

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# EXHIBIT “C”
# CERTIFICATE OF INSURANCE

DRAFT

AI-54939

Purchasing Department M. 12.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Enriqueta Zambrano, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

Information

CAPTION

Approval of an open market purchase of one (1) Cummins-Allison Jetscan Model 4062 ES Currency-Counterfeit Machine and Accessories in the amount of $2,202.00 and an Annual Preventative Maintenance Inspection Agreement in the amount of $199.00 which will include periodic inspections & preventive maintenance plus parts & labor for a combined first year total of $2,401.00 through Requisition #298203 subject to HB1295 compliance when/if applicable with continuation of all future Annual Preventive Maintenance Agreements for as long as the County Clerk owns and operates this equipment.

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 61100415401800010430
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 61100415401800010610
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 61100415401800010660
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 61100415401800010751
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

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Attachments

Backup

HB1295

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/14/2016 02:40 PM |
| Budget & Management | Veronica Ortiz | 06/14/2016 02:42 PM |
| Glinda Pacheco | Glinda Pacheco | 06/16/2016 09:47 AM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Enriqueta Zambrano Started On: 06/06/2016 02:53 PM

Final Approval Date: 06/16/2016

# Requisition

Req # 00298203

PO #

Date: 05/06/16

Asset No's Requested by: Queta

**Bill To:** x
x

**Vendor:** 255742
CUMMINS-ALLISON CORP.
891 FEEHANVILLE DRIVE
MT. PROSPECT IL 60056

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

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

**Contract No:**

**Special Instructions:**
END ASSET #'S & CC APPROVAL AI-

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | Asset # 68677 | | |
| ..00 | EACH | OM 406-9102-00, JETSCAN 4062 ES COUNTERFEIT MACHINE | 1,725.00 | 1,725.00 |
| ..00 | EACH | OM 122-0421-01, IMPACT PRINTER (PTR CITIZEN,IDP3550, BLACK) Asset # 68678 | 375.00 | 375.00 |
| ..00 | EACH | OM 406-0173-01, ADAPTER | 27.00 | 27.00 |
| ..00 | EACH | OM 750-0657-01, CABLE | 40.00 | 40.00 2,202. |
| ..00 | YEAR | OM (PMIA) PREVENTATIVE MAINTENANCE INSPECTION AGREEMENT FOR 4062ES JETSCAN CURRENCY SCANNER | 199.00 | 199.00 |
| ..00 | EACH | EX FREIGHT | 35.00 | 35.00 |
| | | Account No | Encumbrance | |
| | | 6-1100-415-40-180-001-0-430 | 199.00 | |
| | | 6-1100-415-40-180-001-0-610 | 102.00 | |
| | | 6-1100-415-40-180-001-0-660 | 375.00 | |
| | | 6-1100-415-40-180-001-0-751 | 1,725.00 | |
| | | | Freight | .00 |
| | | | Total | 2,401.00 |

***REVIEWED***
***By Juan Alvarado at 1:50 pm, Jun 06, 2016***

**Authorized By:** _____

CUMMINS ALLISON

# SOE

298203

| CA Order No. | Reference No. |
|---|---|
| Customer No. | Date 4/10/2016 |

1100-201

891 Feehanville Dr. ♦ Mt. Prospect, Il 60056
Phone: 847.299.9550 ♦ Fax: 847.299.3199
**Note: Terms page must be initialed & returned with signed order.**

Ship To ID: _____ * _____

HIDALGO COUNTY CLERKS OFFICE

_____ ST. _____ Zip _____

**Attn:** _____
**Phone:** _____

Bill To #: _____

HIDALGO COUNTY CLERKS OFFICE

_____ St. Zip _____

Attn: _____
Phone: _____
Fax: _____

| ☐ Factory Order ☐ Field Sale | Ship To: ☐ Branch ☐ Cust ☐ Special | County | PO Number |
|---|---|---|---|
| Ship Method | Ship Condition: ☐ P/P Add (PPA) ☐ N/C ☐ P/P Absorb (ABS) ☐ Collect (Col) | Services Needed: ☐ Liftgate Reqd (no dock) ☐ Inside Delivery | ☐ Appointment Reqd ☐ None ☐ Spec. Needs (see notes below) |
| Tax Exempt ☐ # | ☐ National Acct ☐ Govt. Cust. | Invoicing Option ☐ Detail ☐ Summary | GSA No. / NAICS |
| Sell Branch # Name: | Sales Rep 1 # Name: | Sales Rep 2 # Name: | Service Branch No. |
| Install Br # Name: | Sales Rep 3 # Name: | Sales Rep 4 # Name: | Finder Fee # |
| O.R. Br # Name: | Sales Rep 5 # Name: | Sales Rep 6 # Name: | Amount |

| Part Number | Description | Serial # | Quantity | Requested Ship Date | List Price | | Net Price | Contract Y |
|---|---|---|---|---|---|---|---|---|
| 406-9102-00 | 4062ES | | 1 | ASAP | 1725.00 | | 1725.00 | Y |
| 122-0421-01 | IMPACT PRINTER | | 1 | ASAP | 375.00 | | 375.00 | |
| 406-0173-01 | ADAPTER | | 1 | ASAP | 27.00 | | 27.00 | |
| 750-0657-01 | CABLE | | 1 | ASAP | 40.00 | | 40.00 | |
| | | | | | | | | |
| | pmia | | 1 | ASAP | 199.00 | | 199.00 | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

| | | Notes: | | | |
|---|---|---|---|---|---|
| CTD1 | | | Sub-Total | | $2,366.00 |
| CTD2 | | | Freight | | 35.00 |
| CTD3 | | | Tax | | Additional |
| CTD4 | | | Down Payment | | |
| CTD5 | | | Total | | $2,401.00 |
| CTD6 | | **Unless specified otherwise, Freight and Tax are Additional.** | | | |

**Credit Card Info** Card #: _____

Expiration MM/YY: Security Code: Card Owner:

All orders are subject to acceptance by the Home Office. No agreement to change or modify any of the terms, conditions or prices set forth in this order shall be valid or binding unless such agreement be in writing and signed by an Executive Officer of Cummins Allison Corp. Payment to be made by Check, Draft or Money Order payable to the order of Cummins-Allison Corp. This sale subject to the terms and conditions appearing on page 2.

**Terms: 10 Days, Late charge of 1.5% per Month. Freight FOB Mt. Prospect.**

Date: 4/10/2016 Purchaser's Name HIDALGO COUNTY CLERKS OFFICE

Sales Rep Signature _____ by _____ Title: _____

1 Copy - Home Office 1 Copy - Customer 1 Copy - Sales Rep File BOG-SO-008 Form: **024-0994 Rev 05/08A**

Terms

Contract # if Issued: [ ]

Pulled from Sheet 2

Reference No. [ ]

1. SALE OF EQUIPMENT
Cummins-Allison Corp. ("Seller") shall sell to BUYER the equipment (the "Equipment") described on the cover sheet of this form, F.O.B. SELLER's location. The sale of the Equipment includes a limited license to use any software associated therewith ("Software") on the terms contained herein and in any materials which accompany the Equipment.

2. DELIVERY
Delivery of the Equipment shall be made on or before the date set forth on the face of the cover sheet of this form. Delivery of the Equipment by SELLER to the carrier at the point of shipment shall constitute delivery to BUYER, subject to a security interest of SELLER for the unpaid purchase price. SELLER may withhold delivery if BUYER is in default to SELLER on this or any other order. SELLER shall not be liable for any delay or failure to deliver if the delay or failure is occasioned by fire, embargo, strike, inability to secure materials or any other circumstances beyond the reasonable control of the SELLER which shall hinder SELLER's performance of this Agreement.

3. PAYMENT
Unless otherwise specified on the cover sheet of this order, payment is due in full within ten (10) days after shipment. Any amounts not paid when due shall bear a late charge of 1 1/2% per month from the due date. BUYER shall pay SELLER's attorneys' fees and other costs associated with collecting amounts owed. Any taxes with respect to the purchase price (other than taxes based on SELLER's net income) shall be paid by BUYER.

4. SECURITY INTEREST
BUYER hereby grants to SELLER a purchase money security interest in the Equipment delivered to BUYER pursuant to this sales order to secure payment of the purchase price of the Equipment and BUYER further Agrees to sign, at SELLER's request, financing statement and other documents necessary to evidence such security interest.
If the BUYER fails to pay the agreed purchase price in full when due, or if a receiver shall be appointed for the BUYER, or if the BUYER shall make an assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed by or against the BUYER, then the SELLER may declare the entire sum remaining unpaid to be immediately due an payable any may enter, with or without legal process and using such force as may be necessary, into or upon the premises where the Equipment, or any part thereof, may be located, and repossess the same, and thereafter hold the same absolutely free from all claims of the BUYER, and retain all payments made by the BUYER as and for the agreed reasonable rental of the Equipment and for the use, wear and tear thereof, or as much thereof as may be permitted by law, and the BUYER for himself and his successors in interest hereby waives all claim and right of action for trespass or damages by reason of such entry, taking possession of and removal, and also waives, so far as is consistent with public policy, the benefits of any statutes that may conflict with the conditions of this order, or with any causes of action hereby given.

5. SOFTWARE LICENSE
SELLER grants to BUYER subject to the terms and conditions contained in this software License, a non-exclusive and non-transferable license (except as provided below) to use the proprietary computer software programs and related materials (Software) which are included by Seller with the Equipment.
BUYER shall have the right to use the Software solely for its own internal operation at the location where first placed in operation and only on the Equipment. BUYER may make copies of the Software only for purposes of backup. This Software License is assignable and transferable only in connection with the sale of the Equipment in the ordinary course of BUYER's business to an entity which is not a competitor of SELLER.

6. EQUIPMENT WARRANTY
The Equipment shall conform to the specifications set forth in SELLER's Quotation or published specification sheets. SELLER WARRANTS ALL NEW EQUIPMENT TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE FOR THE SPECIFIED WARRANTY PERIOD. UNLESS STATED OTHERWISE BY SELLER, THE WARRANTY PERIOD FOR PRODUCTS SOLD IN THE U.S. IS ONE (1) YEAR PARTS, NINETY (90) DAYS LABOR FROM THE DATE OF DELIVERY. SELLER'S OBLIGATIONS UNDER THIS WARRANTY ARE LIMITED TO REPAIR OF THE EQUIPMENT AND REPAIR OR REPLACEMENT OF ANY OF ITS PARTS REASONABLY DETERMINED BY SELLER TO BE DEFECTIVE.
However, if the Equipment is located within a SELLER Customer Service area and is covered by a Maintenance Agreement entered into with an authorized SELLER representative at the time of purchase, any material or workmanship found defective will be replaced or repaired at SELLER's option, without charge, at any time during the Maintenance Agreement Period (excluding consumables).
This warranty does not cover software, which is covered by a separate warranty.

7. SOFTWARE WARRANTY
SELLER warrants that it has the right to grant a license for use of the Software included in its Equipment. SELLER warrants for a period of ninety (90) days from the date of sale of its Equipment that the Software will substantially conform with the functionality described in the specifications referred to in Section 6. This warranty is void if a Software error or malfunction is caused by modifications of the Software, by equipment not made by SELLER, by incorrect data or procedures used by BUYER's personnel, or if BUYER fails to apply the current release of the Software provided to BUYER. BUYER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY ARE (1) THE CORRECTION OF THE SOFTWARE SO THAT IT PERFORMS AS WARRANTED (CORRECTION MAY INCLUDE THE REPAIR OR REPLACEMENT OF THE SOFTWARE AS PART OF SELLER'S MAINTENANCE) OR (2) IF AFTER REPEATED EFFORTS, SELLER DETERMINES AND NOTIFIES BUYER THAT IT IS UNABLE TO MAKE THE SOFTWARE PERFORM AS WARRANTED, BUYER MAY RETURN THE EQUIPMENT TO SELLER AT BUYER'S EXPENSE AND RECEIVE A REFUND OF THE PURCHASE PRICE. LESS A REASONABLE ALLOWANCE FOR BUYER'S USE.

8. NON CONFORMING EQUIPMENT
BUYER must inspect EQUIPMENT promptly upon receipt. Except as provided by written warranty, Buyer waives any claim based on nonconforming Equipment and/or Software unless such claim is made within Thirty (30) days after BUYER learns of the defect complained of, but in any event within ninety (90) days after delivery by SELLER of the Equipment. All claims of BUYER shall be made in writing by certified mail, return receipt requested, addressed to SELLER at its address set forth herein.

9. DISCLAIMER AND LIMITATION OF LIABILITY
The warranties herein shall be applicable only if the Equipment shall be the property of the original purchaser or user and shall have been properly used, operated and maintained in accordance with the manual or instructions provided with the Equipment and for the purpose for which sold. Normal wear and tear and consumable supplies are not covered by these warranties. These warranties shall not be applicable if the Equipment or any part thereof has been repaired or replaced by the buyer without the Seller's prior written permission or has been subjected to any accident, casualty, misapplication, alteration, abuse or misuse.
The warranties herein shall not apply to Equipment or software sold outside the United States, for which Seller's warranties shall be set forth separately and in accordance with local laws.
No other warranty, either express or implied, and including a warranty of merchantability or fitness for a particular purpose or against infringement, has been or will be made by or on behalf of Seller, or by operation of law with respect to the Equipment and accessories or their installation, use, operation, replacement, or repair whether used alone or with any third party products or software. SELLER SHALL NOT BE LIABLE BY VIRTUE OF THIS WARRANTY, OR OTHERWISE, FOR ANY DAMAGES OR EXPENSES ASSOCIATED WITH ANY THEFT, LOSS, TRANSFER OR MISDISPENSING OF FUNDS OR PROPERTY, LOSS OF DATA, INTERRUPTION OF BUSINESS, LOST PROFIT OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGE RESULTING FROM THE USE OR OPERATION OF THE EQUIPMENT, OR OTHERWISE ARISING UNDER THIS AGREEMENT, WHETHER OR NOT SELLER WAS APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. Seller's liability for damages to Buyer for any cause whatsoever shall not exceed the purchase price for the Equipment on which the claim is based. Irrespective of any statute, the Buyer recognizes that the express warranties set for the herein are the exclusive remedy to which it is entitled and waives all other remedies, statutory or otherwise. Repair or replacement shall be Buyer's sole remedy under these warranties.

10. DEFAULTS AND REMEDIES
If BUYER fails to pay any amount to SELLER when due or fails to perform any other material term of this Agreement and such failure continues unremedied for ten (10) days after receipt of written notice from SELLER, BUYER shall be in default and SELLER may cancel all or any part of this Agreement and exercise any available rights. Upon such cancellation, BUYER shall be liable for all applicable costs, charges, and damages. Including attorney's fees.

11. PATENT, TRADEMARK, AND COPYRIGHT INFRINGEMENT
SELLER shall defend and settle, at its own expense, any claim or suit against BUYER alleging any Equipment or Software sold or licensed by SELLER in the form delivered (but not the use thereof) infringes any U.S. patent, trademark or copyright and pay all damages assessed by final judgment against BUYER due to such infringement, provided, however, that BUYER notifies SELLER promptly in writing of any claims, provides SELLER sole control of the defense, cooperates with SELLER and permits SELLER to replace or modify the Equipment or Software to become noninfringing. SELLER may, at its option , refund the purchase price less a reasonable allowance for BUYER's use. This section states the entire liability of SELLER for infringement by the Equipment or Software.

12. LIMITATIONS OF ACTIONS
No action shall be maintained by BUYER against SELLER unless written notice of any claim alleged to exist is delivered by BUYER to SELLER within thirty (30) days after the event complained of first becomes known to BUYER, and an action is commenced by BUYER within ninety (90) days after such notice. In no event may action for breach be commenced more than one year after the cause of action accrues.

13. ENTIRE AGREEMENT; GOVERNING LAW
This sales order, including the specifications referenced herein and the manual and other materials which accompany the Equipment (collectively, the "Agreement"), is the entire contract between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations between them as to the subject matter. This Agreement may be amended only in writing signed by the duly authorized representatives of the parties. All additional or conflicting provisions proposed by BUYER are rejected. If any provisions of this Agreement are determined invalid or unenforceable, the remaining provisions shall remain in effect. This Agreement shall be construed in accordance with the laws of the State of Illinois as a contract made and to be performed in that State.

14. CONFIDENTIALITY
BUYER acknowledges the Equipment, the Software and all related documentation (the "Information") constitutes proprietary and confidential information of SELLER and that the protection of this information is of the highest importance. BUYER agrees to keep the Information in strict confidence, to take appropriate steps to ensure that persons authorized to have access to the Information shall refrain from any unauthorized reproduction or disclosure of the Information and to restrict access to any display of the Information to BUYER's personnel who need access or display the Information to enable BUYER to use the Information as contemplated by this Agreement and who have been advised of and have agreed to treat the Information in accordance with BUYER's obligations. BUYER will not lend, sell, give, lease, or otherwise disclose the Information or any associated materials derived or developed from the Software without the prior express written approval of SELLER. BUYER will not be liable for disclosure of any Information if such Information; (a) is rightfully known to BUYER prior to receipt of it from SELLER, or (b) is in or comes into the public domain through no act or omission on the part of BUYER, or (c) is rightfully disclosed to BUYER by a third party with SELLER's approval and without restriction on disclosure. BUYER agrees that the Software and all copies and versions made by BUYER are and shall remain the sole property of SELLER. BUYER agrees to include SELLER's proprietary notice on all copies of the Information in whole or in part, and in any form made by the BUYER. The obligations set forth in this Agreement shall survive the termination of this or any other Agreement with SELLER.

15. BUYER shall be responsible for providing electrical power which complies with SELLER's specifications and is protected by a circuit breaker in accordance with applicable local electrical code. Unless otherwise specified, SELLER requires an electrical supply that provides a voltage operating range of 105-130 VAC and a frequency of 50/60 Hz. Three-prong power cords provided by SELLER must be plugged directly into properly grounded three-prong outlets. Electrical power supply conditions contrary to the SELLER's specifications may result in improper operation and / or Equipment damage. SELLER shall not be obligated under any warranty or Preventative Maintenance Agreement for conditions resulting from failure to comply with SELLER's electrical power specifications.

**I have read and agree to these Terms**

Buyers Initials _____ Date: _____

Zimbra rudy.salinas1@co.hidalgo.tx.us

**RE: Cummins-Allison PMI Agreement**

**From :** Gregory Cano <CanoG@cumminsallison.com> Wed, Oct 14, 2015 11:38 AM
**Subject :** RE: Cummins-Allison PMI Agreement 1 attachment
**To :** Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>

Good Morning Rudy

The signed order with the cost of the contract included will be sufficient and not require a signature on the PMIA agreement.

Thanks

**Gregory James Cano**
Senior Account Representative
956-236-6296

CA CUMMINS ALLISON

cumminsallison.com

**From:** Rudy Salinas [mailto:rudy.salinas1@co.hidalgo.tx.us]
**Sent:** Tuesday, October 13, 2015 4:55 PM
**To:** Cano, Gregory
**Cc:** Tanya De Lira
**Subject:** Cummins-Allison PMI Agreement

Greg,

As per our conversation, please confirm that we will not be required to sign or return the Preventative Maintenance Inspection Agreement as long as it is specified on our Purchase Order.

Thank You,

**Rudy Salinas, Purchasing Specialist III**
Hidalgo County Purchasing Department
2808 South Business Highway 281
Edinburg, Texas 78539
Phone: 956-318-2626 Ext: 4875
Email: rudy.salinas1@co.hidalgo.tx.us

Zimbra

Search

Mail | Calendar | Tasks | Briefcase | Preferences | Search | RE: Quote - Cou

Close | Reply | Reply to All | Forward | Delete | Spam | Actions

**RE: Quote - Counterfeit Machine**

May 4, 2016 4:01 PM

From: Morgan Cloward

To: Priscilla Torres

Priscilla Torres:

We have models that can do most of that. However, we do not have one with a printer.

Does not meet requirements

(2) ABC Office

Morgan Cloward
Director, Marketing & Sales
800-658-8788

ABC Office | Office Zone | Heavenly Wood | Heavenly Office | Lamination Plus | General Graphic

-----Original Message-----
From: Priscilla Torres [mailto:priscilla.torres@co.hidalgo.tx.us]
Sent: Wednesday, May 04, 2016 2:58 PM
To: Morgan Cloward
Subject: Re: Quote - Counterfeit Machine

Good Afternoon,

I was just following up on my previous request for quote for a Counterfeit Machine. Please see below.

Thank you,

Priscilla Torres
Administrative Assistant

Office of Arturo Guajardo, Jr.
Hidalgo County Clerk
100 N. Closner
Edinburg, TX 78539
956-318-2100, ext. 6192

----- Original Message -----
From: "Priscilla Torres" <priscilla.torres@co.hidalgo.tx.us>
To: "Morgan Cloward" <mcloward@abcoffice.com>
Sent: Friday, April 29, 2016 2:56:00 PM
Subject: Quote - Counterfeit Machine

Good Afternoon,

I was wondering if ABC Office by chance carried a Counterfeit Detector that:

-Sorts
-Counts various nominations
-has single pocket
-Warranty
-Printer for Counterfeit Machine

Thank you,

**Zimbra** **priscilla.torres@co.hidalgo.tx.us**

## Re: quote - Counterfeit Machine & Printer

**From :** info@accubanker.com Thu, May 05, 2016 07:55 AM
**Subject :** Re: quote - Counterfeit Machine & Printer
**To :** Priscilla Torres <priscilla.torres@co.hidalgo.tx.us>

Not meet requirements

Hello Priscilla,

We do not have a counterfeit detector that does that. We have a money counter that can do that.
Please let me know if that suits you.

Sincerely,
Anthony L

-----Original Message-----
From: "Priscilla Torres" <priscilla.torres@co.hidalgo.tx.us>
Sent: Wednesday, May 4, 2016 5:12pm
To: "info" <info@accubanker.com>
Subject: Re: quote - Counterfeit Machine & Printer

Good Afternoon,

I was just following up on my previous request for a quote of a Counterfeit Detector/Counter & printer associated with Detector.

Please include any additional shipping fees, etc. that may be included in the delivery of said equipment.

Thank you,

Priscilla Torres
Administrative Assistant

Office of Arturo Guajardo, Jr.
Hidalgo County Clerk
100 N. Closner
Edinburg, TX 78539
956-318-2100, ext. 6192

----- Original Message -----
From: "Priscilla Torres" <priscilla.torres@co.hidalgo.tx.us>
To: "info" <info@accubanker.com>
Sent: Friday, April 29, 2016 2:51:39 PM
Subject: quote - Counterfeit Machine & Printer

Good Afternoon,

Would Accubanker by chance happen to carry a Counterfeit Machine that :
-Sorts
-Counts various nominations
-has single pocket
-Warranty
-Printer for Counterfeit Machine

Please advise.

Thank you,

Priscilla Torres
Administrative Assistant

Office of Arturo Guajardo, Jr.
Hidalgo County Clerk
100 N. Closner
Edinburg, TX 78539
956-318-2100, ext. 6192

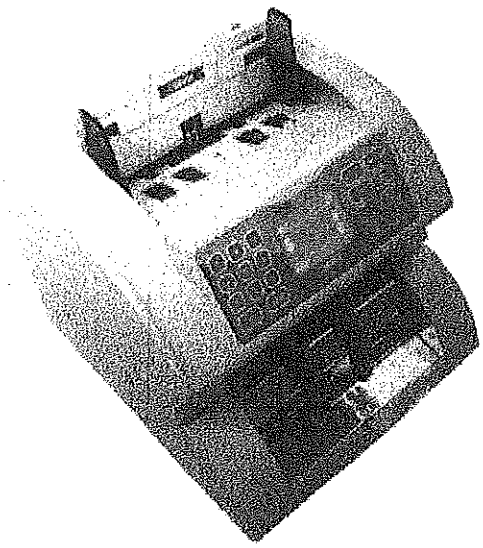
**Zimbra** **priscilla.torres@co.hidalgo.tx.us**

**Re: Quote - Counterfeit Detector**

**From :** CashCounterMachines <info@cashcountermachines.com> Thu, Apr 14, 2016 12:01 PM
**Subject :** Re: Quote - Counterfeit Detector
**To :** Priscilla Torres <priscilla.torres@co.hidalgo.tx.us>

Hello Priscilla,

We recommend the following



## iSniper Mixed Money Counter

- 0/5
-
-
-
-
-

0 review(s)
Price: $1,621.99
Product ID : iSniper
Manufacturer: SeeTech
Weight: Free Shipping
Tweet

E-mail to a friend

Add Printer

Extended Warranty
Quantity
1

- Description
- Product Reviews
- Products You May Like

**iSniper is an advanced, intelligent single pocket Currency Counter and Discriminator with three counterfeit detection modes. Ultra-Violet (UV), Magnetic (MG) and Infrared (IR). Using Full IR CIS sensors, it can recognize the value and count of U.S. money. The clam shell styled front cover allows for easy access to sensors/rollers for cleaning and removing notes, if necessary.** The iSniper Mixed Money Counter counts and identifies all USD denominations. The machine rejects suspect banknotes and rules out identification errors. The counter stops automatically and the suspect banknote will not be counted. It features 3 counting modes; mixed (counts without presorting), piece (standard piece counting) and mixed sorting (counts one denomination and stops on any other denomination). The iSniper is very tolerant to worn and soiled bills. The hinged design allows for easy access an cleaning, while the large blue backlit LCD display screen makes for an easy read. The money counter is also equipped with a RS232 port and USB port.

Read Receipt: quote - Counterfeit Machine & Printer

The following message was read on Friday, April 29, 2016 4:27pm:

| | |
|---|---|
| From: | priscilla.torres@co.hidalgo.tx.us |
| To: | info@accubanker.com |
| Subject: | quote - Counterfeit Machine & Printer |
| Sent: | Friday, April 29, 2016 3:51pm |

# COUNTY OF HIDALGO

## ARTURO GUAJARDO, JR. - COUNTY CLERK

AI-54603

DATE: 5/11/2016

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 6-1100-415-40-180-001-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

| FROM: | | TO: | | |
|---|---|---|---|---|
| OBJECT CODE | OBJECT NAME | OBJECT CODE | OBJECT NAME | AMOUNT |
| | | | | |
| 610 | CO CLERK - GENERAL SUPPLIES | 751 | CO CLERK - MACHINERY & EQUIPMENT | $1,760.00 |
| 610 | CO CLERK - GENERAL SUPPLIES | 660 | CO CLERK - FURNISHINGS & EQUIPMENT | $375.00 |
| | | | COUNTERFEIT MACHINE, PRINTER, ETC. | |
| | | | TOTAL | $2,135.00 |

REASON: To pay for some up coming needed expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE ATTEST COUNTY CLERK

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

**Zimbra** **rudy.salinas1@co.hidalgo.tx.us**

## 1295 form req. #298203

**From :** Enriqueta Zambrano <enriqueta.zambrano@co.hidalgo.tx.us> Mon, Jun 06, 2016 02:22 PM

**Subject :** 1295 form req. #298203

**To :** CanoG@cumminsallison.com

**Cc :** Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>, Enriqueta Zambrano <enriqueta.zambrano@co.hidalgo.tx.us>

Mr. Greg,

I am requesting that you please fill out the 1295 form. On section three (3) of the form, include " REQ. #298203 JETSCAN 4062 ES COUNTERFEIT MACHINE & 122-0421-01 IMPACT PRINTER."

The 1295 info packet is attached as a guide if it is the first time filling out this form.

Thank you,

**Enriqueta Zambrano**
Procurement Specialist I
Hidalgo County
Purchasing Department
enriqueta.zambrano@co.hidalgo.tx.us
956-292-7000 ext. 4857

AI-54811

Purchasing Department 12. N.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Daniel Alaniz, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

Information

CAPTION

Maria Elena Banning, Court Coordinator, HC County Court at Law #2, on behalf of Honorable Judge Jay Palacios, is requesting authorization to remove a fixed asset from their inventory list, description of said item is attached herein as Exhibit "A".

BACKGROUND

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Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Fiscal Impact in none as item does not have a current value.

---

Attachments

Affidavit

Depreciation/ Exhibit A

---

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/02/2016 03:27 PM |
| Budget & Management | Veronica Ortiz | 06/02/2016 04:15 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Daniel Alaniz Started On: 05/26/2016 10:57 AM

Final Approval Date: 06/16/2016

AFFIDAVIT

State Of Texas |
|
County of Hidalgo |

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

My name is Maria E. Banning and I am Court Coordinator at the Hidalgo County Court at Law Number 2.

I am requesting that the Hidalgo County Commissioner's Court and/or the Hidalgo County Purchasing Department remove the items listed on Exhibit A, attached hereto, as inventory in this Department's possession. After exhausting all efforts to locate these items by the Purchasing Department, it has been determined that these items are no longer physically present in this Department or part of our inventory.

These items have been searched for by the Fixed Assets Division of the Purchasing Department with the assistance of Daniel Alaniz and this department. Together, we have reviewed our current inventory.

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

Maria Elena Banning
Department Head

State of Texas |
|
County Of Hidalgo |

Sworn to and subscribed before me, a Notary Public, in and for the State of Texas on this the 28th day of April, 2016

MARIA ANTONIA GARCIA
Notary Public, State of Texas
Comm. Expires 03-08-2020
Notary ID 1892376

NOTARY PUBLIC, State of Texas

# EXHIBIT A

| ASSET # | DESCRIPTION | SERIAL # | HIST COST | ACQ DATE |
|---|---|---|---|---|
| 45865 | OPTIPLEX 740 MINITOWER | JDHC7C1 | $1,180.43 | 01/16/07 |

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

input info

Prepared By: Daniel Alaniz
Requested By: Maria Elena Banning
Date: 04/25/16

| Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Year | Life Expectancy | Curr Usage (yrs) | Residual Value 10% | Depreciable Value | Yearly Depreciatio | Current Depreciation | Current Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 45865 | DELL OPTIPLEX 740 MINITOWER ATHLON 64 | $1,180.43 | 1/16/2007 | 2007 | 2016 | 6 | 9 | $118.04 | $1,062.39 | $177.06 | $1,062.39 | $0.00 |
| | | $1,180.43 | | | | | | $118.04 | $1,062.39 | | $1,062.39 | $0.00 |

**Historical Cost - Residual Value =** $1,062.39

AI-55068

Purchasing Department 12. O.

CC CONSENT

Meeting Date: 06/20/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

Add fuel card/users to the following HC elected office, department, programs or agencies:

1. Constable Pct No. 1 - Fuel cards
2. Adult Probation - Fuel card users
3. District Attorney's Office - Fuel Card

BACKGROUND

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Fiscal Impact

Attachments

constable pct no. 1

DA

Adult Probation

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Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/16/2016 02:41 PM |
| Budget & Management | Veronica Ortiz | 06/16/2016 02:45 PM |
| Final Approval | Monica Badillo | 06/16/2016 05:16 PM |

Form Started By: Nielda Cavazos Started On: 06/15/2016 09:10 AM

Final Approval Date: 06/16/2016

# FUEL CREDIT CARD REQUEST FORM

RECEIVED
JUN 14 2016

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☒ **Add Vehicle Card** **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

| | |
|---|---|
| **Department:** | Hidalgo County Constable Pct. 1 |
| **Billing Address:** | 1900 Joe Stephens Weslaco, Texas 78599 |
| **Fuel Card Manager:** | Samuel Trevino |
| | This person can not have use of the fuel card |
| **Phone Number:** | 956-447-3775 |
| **Web user Name:** | **Password:** |
| **Hidalgo Co Acct Number:** | 6-1100-421-00-291-001-0-626 |
| **Requested By:** | Joe F. Espinoza |
| Original Signature is required | Sign & Print Elected/Official Supervisor/Director |

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

*For Purchasing Department Use Only*

Approved by Commissioners Court On: Agenda Item No. #

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

| **Vehicle Plate No** (N/A = Non-vehicle) | **Description** *(Vehicle or Non-vehicle Equip.)* | **VIN Number** (N/A = Non-vehicle) | **Asset Number** (N/A = Non-vehicle) | *Purchasing Dept. Use Only* **Card Number** |
|---|---|---|---|---|
| 133-1010 | 2016 Chevrolet Truck | 3GCUKNEC3GG224302 | 64653 | |
| GTW-3428 | 2016 Chevrolet Truck | 3GCUKPECXFG443395 | 63571 | |
| | | | | |
| | | | | |
| | | | | |

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

| **User Name** | **DOB** | **User ID** *(6 digits)* | *DBM Use Only* **License Verification** | *Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy** |
|---|---|---|---|---|
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***Form F.1.1 Revised:*** ***Attach separate list if additional users are required***

# FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☒ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

| | |
|---|---|
| **Department:** | District Attorney |
| **Billing Address:** | 100 East Cano Street Edinburg, TX 78539 |
| **Fuel Card Manager:** | Rosalinda Cantu |
| | This person can not have use of the fuel card |
| **Phone Number:** | (956)292-7604 EXT. 8085 |
| **Web user Name:** | **Password:** |
| **Hidalgo Co Acct Number:** | 6-1222-412-00-080-006-0-626 |
| **Requested By:** | Rosalinda Cantu Rosalinda Cantu |
| Original Signature is required | Sign & Print Elected/Official Supervisor/Director |

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

*For Purchasing Department Use Only*

Approved by Commissioners Court On: Agenda Item No. #

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

| **Vehicle Plate No** (N/A = Non-vehicle) | **Description** *(Vehicle or Non-vehicle Equip.)* | **VIN Number** (N/A = Non-vehicle) | **Asset Number** (N/A = Non-vehicle) | ***Purchasing Dept. Use Only*** **Card Number** |
|---|---|---|---|---|
| GYP-5370 | 2010 Chevy Silverado | 3GCRCREA7AG102414 | 67508 | |
| | | | | |
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List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

| **User Name** | **DOB** | **User ID** *(6 digits)* | ***DBM Use Only*** **License Verification** | ***Purchasing Dept. Use Only*** **Training Date & Signed Fuel Policy** |
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***Form F.1.1 Revised:*** ***Attach separate list if additional users are required***

# FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

| | |
|---|---|
| **Department:** | ADULT PROBATION |
| **Billing Address:** | 3100 SOUTH BUS. 281 EDINBURG TEXAS 78541 |
| **Fuel Card Manager:** | JANIE MEDRANO |
| | This person can not have use of the fuel card |
| **Phone Number:** | 956-587-6141 **County Email:janie.medrano**@hidalgocoountycscd.org |
| **Web user Name:** | **Password:** |
| **Hidalgo Co Acct Number:** | 6-1297-423-00-320-002-626; 6-1297-423-00-320-020-626; 6-1100-423-00-320-034-626 |
| **Requested By:** | Arnold Patrick- Director |
| | Sign & Print Elected/Official Supervisor/Director |

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

*For Purchasing Department Use Only*

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

| **Vehicle Plate No** (N/A = Non-vehicle) | **Description** *(Vehicle or Non-vehicle Equip.)* | **VIN Number** (N/A = Non-vehicle) | *Purchasing Dept. Use Only* **Card Number** |
|---|---|---|---|
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List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

| **User Name** | **DOB** | **User ID** *(6 digits)* | *DBM Use Only* **License Verification** | *Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy** |
|---|---|---|---|---|
| Trejo, Gustavo | 08/02/1992 | 214949 | | |
| | | | | |
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*Form F.1.1 Revised 12/23/2008*

*Attach separate list if additional users are required*

# FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

| | |
|---|---|
| **Department:** | ADULT PROBATION |
| **Billing Address:** | 3100 SOUTH BUS. 281 EDINBURG TEXAS 78541 |
| **Fuel Card Manager:** | JANIE MEDRANO |
| | This person can not have use of the fuel card |
| **Phone Number:** | 956-587-6141 **County Email:janie.medrano**@hidalgocoountycscd.org |
| **Web user Name:** | **Password:** |
| **Hidalgo Co Acct Number:** | 6-1297-423-00-320-002-626; 6-1297-423-00-320-020-626; 6-1100-423-00-320-034-626 |
| **Requested By:** | Arnold Patrick- Director |
| | Sign & Print Elected/Official Supervisor/Director |

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

*For Purchasing Department Use Only*

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

| **Vehicle Plate No** (N/A = Non-vehicle) | **Description** *(Vehicle or Non-vehicle Equip.)* | **VIN Number** (N/A = Non-vehicle) | *Purchasing Dept. Use Only* **Card Number** |
|---|---|---|---|
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List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

| **User Name** | **DOB** | **User ID** *(6 digits)* | *DBM Use Only* **License Verification** | *Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy** |
|---|---|---|---|---|
| Barrera, Heriberto J. Jr. | 09/30/1990 | 203300 | | |
| | | | | |
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*Form F.1.1 Revised 12/23/2008* *Attach separate list if additional users are required*

# FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

| | |
|---|---|
| **Department:** | ADULT PROBATION |
| **Billing Address:** | 3100 SOUTH BUS. 281 EDINBURG TEXAS 78541 |
| **Fuel Card Manager:** | JANIE MEDRANO |
| | This person can not have use of the fuel card |
| **Phone Number:** | 956-587-6141 **County Email:janie.medrano**@hidalgocoountycscd.org |
| **Web user Name:** | **Password:** |
| **Hidalgo Co Acct Number:** | 6-1297-423-00-320-002-626; 6-1297-423-00-320-020-626; 6-1100-423-00-320-034-626 |
| **Requested By:** | Arnold Patrick- Director |
| | Sign & Print Elected/Official Supervisor/Director |

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

*For Purchasing Department Use Only*

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

| **Vehicle Plate No** (N/A = Non-vehicle) | **Description** *(Vehicle or Non-vehicle Equip.)* | **VIN Number** (N/A = Non-vehicle) | *Purchasing Dept. Use Only* **Card Number** |
|---|---|---|---|
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List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

| **User Name** | **DOB** | **User ID** *(6 digits)* | *DBM Use Only* **License Verification** | *Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy** |
|---|---|---|---|---|
| Garza, Monica Carolina | 08/01/1992 | 214906 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

# FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

| | |
|---|---|
| **Department:** | ADULT PROBATION |
| **Billing Address:** | 3100 SOUTH BUS. 281 EDINBURG TEXAS 78541 |
| **Fuel Card Manager:** | JANIE MEDRANO |
| | This person can not have use of the fuel card |
| **Phone Number:** | 956-587-6141 **County Email:janie.medrano**@hidalgocountycscd.org |
| **Web user Name:** | **Password:** |
| **Hidalgo Co Acct Number:** | 6-1297-423-00-320-002-626; 6-1297-423-00-320-020-626; 6-1100-423-00-320-034-626 |
| **Requested By:** | Arnold Patrick- Director |
| | Sign & Print Elected/Official Supervisor/Director |

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

*For Purchasing Department Use Only*

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

| **Vehicle Plate No** (N/A = Non-vehicle) | **Description** *(Vehicle or Non-vehicle Equip.)* | **VIN Number** (N/A = Non-vehicle) | *Purchasing Dept. Use Only* **Card Number** |
|---|---|---|---|
| | | | |
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| | | | |

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

| **User Name** | **DOB** | **User ID** *(6 digits)* | *DBM Use Only* **License Verification** | *Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy** |
|---|---|---|---|---|
| Alanis, Julio C. | 04/27/1988 | 214876 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

*Form F.1.1 Revised 12/23/2008*

*Attach separate list if additional users are required*

# FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

| | |
|---|---|
| **Department:** | ADULT PROBATION |
| **Billing Address:** | 3100 SOUTH BUS. 281 EDINBURG TEXAS 78541 |
| **Fuel Card Manager:** | JANIE MEDRANO |
| | This person can not have use of the fuel card |
| **Phone Number:** | 956-587-6141 **County Email:janie.medrano**@hidalgocoountycscd.org |
| **Web user Name:** | **Password:** |
| **Hidalgo Co Acct Number:** | 6-1297-423-00-320-002-626; 6-1297-423-00-320-020-626; 6-1100-423-00-320-034-626 |
| **Requested By:** | Arnold Patrick- Director |
| | Sign & Print Elected/Official Supervisor/Director |

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

*For Purchasing Department Use Only*

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

| **Vehicle Plate No** (N/A = Non-vehicle) | **Description** *(Vehicle or Non-vehicle Equip.)* | **VIN Number** (N/A = Non-vehicle) | *Purchasing Dept. Use Only* **Card Number** |
|---|---|---|---|
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List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

| **User Name** | **DOB** | **User ID** *(6 digits)* | *DBM Use Only* **License Verification** | *Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy** |
|---|---|---|---|---|
| Zuniga, Vanessa | 11/18/1984 | 214973 | | |
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*Form F.1.1 Revised 12/23/2008*

*Attach separate list if additional users are required*

# FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

| | |
|---|---|
| **Department:** | ADULT PROBATION |
| **Billing Address:** | 3100 SOUTH BUS. 281 EDINBURG TEXAS 78541 |
| **Fuel Card Manager:** | JANIE MEDRANO |
| | This person can not have use of the fuel card |
| **Phone Number:** | 956-587-6141 **County Email:janie.medrano**@hidalgocoountycscd.org |
| **Web user Name:** | **Password:** |
| **Hidalgo Co Acct Number:** | 6-1297-423-00-320-002-626; 6-1297-423-00-320-020-626; 6-1100-423-00-320-034-626 |
| **Requested By:** | Arnold Patrick- Director |
| | Sign & Print Elected/Official Supervisor/Director |

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

*For Purchasing Department Use Only*

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

| **Vehicle Plate No** (N/A = Non-vehicle) | **Description** *(Vehicle or Non-vehicle Equip.)* | **VIN Number** (N/A = Non-vehicle) | *Purchasing Dept. Use Only* **Card Number** |
|---|---|---|---|
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List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

| **User Name** | **DOB** | **User ID** *(6 digits)* | *DBM Use Only* **License Verification** | *Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy** |
|---|---|---|---|---|
| Hernandez, Maria De La Luz | 04/13/1978 | 102563 | | |
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# FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

| | |
|---|---|
| **Department:** | ADULT PROBATION |
| **Billing Address:** | 3100 SOUTH BUS. 281 EDINBURG TEXAS 78541 |
| **Fuel Card Manager:** | JANIE MEDRANO |
| | This person can not have use of the fuel card |
| **Phone Number:** | 956-587-6141 **County Email:janie.medrano**@hidalgocoountycscd.org |
| **Web user Name:** | **Password:** |
| **Hidalgo Co Acct Number:** | 6-1297-423-00-320-002-626; 6-1297-423-00-320-020-626; 6-1100-423-00-320-034-626 |
| **Requested By:** | Arnold Patrick- Director |
| | Sign & Print Elected/Official Supervisor/Director |

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*For Purchasing Department Use Only*

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

| **Vehicle Plate No** (N/A = Non-vehicle) | **Description** *(Vehicle or Non-vehicle Equip.)* | **VIN Number** (N/A = Non-vehicle) | *Purchasing Dept. Use Only* **Card Number** |
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List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

| **User Name** | **DOB** | **User ID** *(6 digits)* | *DBM Use Only* **License Verification** | *Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy** |
|---|---|---|---|---|
| Trevino, Esmer | 02/13/1995 | 214957 | | |
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*Form F.1.1 Revised 12/23/2008*

***Attach separate list if additional users are required***