

AI-2762

6.B.

**Human Services Division Budget Increase
CC REGULAR**

Date: 03/08/2007

Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Agenda Area: Health & Human Services Dept.

Agenda Item

CAPTION

1. Requesting authorization and approval to increase Human Services Division's 2007 budget (#7-1100-444-00-240-001-0) by \$45,390.00 to purchase computer related equipment in order to provide for a more efficient and productive operations.
2. As a result of the above action, requesting authorization and approval to create object codes #665-Minor Computer Equipment (\$27,390.00) and #745-Computer Equipment (\$18,000.00) and post the amounts listed to the appropriate object codes per the attached amendment form.
3. Discussion and/or possible action regarding the commencement of the process involved for the purchase of Indigent Health Care Software and Licensing Activity with an estimated annual cost of \$ 120,000-\$150,000.00

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Fiscal Note](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/02/2007 01:41 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	03/02/2007 02:30 PM	APRV
3	Purchasing Department	Marty Salazar	03/03/2007 01:03 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Dan Beltran

Started On: 02/28/2007 03:43 PM

Final Approval Date:

Hidalgo County Dept. of Budget & Management

FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court
From: Valde Guerra, Budget Officer
CC Date: Thursday, March 8, 2007

Agenda Item: AI-2762

Summary of request/proposal:

Request for additional funding for Human Services Division to purchase equipment in the amount of \$45,390.00

Reference: Management Services Agreement (UPL) Hidalgo County and Hidalgo County Clinical Services, Inc.
Section 3.2 - Reimbursement to county for management services.

A. As per above noted agreement, no reimbursement is available for equipment. The \$45,390.00 cost of the equipment will have to be funded from the county (contingency) or other general fund account.

B. (see caption A.)

C. If this item is approved the county expects to be reimbursed for the annual licensing activity.

Possible Funding Sources: (see caption C)

Budget Office Recommendation:

Hidalgo Co. Budget Office

2/3/2005

AI-2682

8.A.

Cell Phone Request Form

CC REGULAR

Date: 03/08/2007

Submitted By: Griselda Salazar, IT DEPARTMENT

Submitted For: Renan Ramirez

Department: IT DEPARTMENT

Agenda Area: IT Department

Agenda Item

CAPTION

Discussion, consideration and approval to purchase one data card for Commissioner Handy Pct. 1.

BACKGROUND

7-1100-415-00-200-002-0-534 Computer Dept. - Internet (available balance 1,754.55)

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-200-002-0-534

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Attachments

Link: [Cell Phone Request](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/23/2007 10:19 AM	APRV
2	Purchasing Department	Marty Salazar	02/23/2007 02:00 PM	APRV
3	Auditor's Office	Linda Fong	03/01/2007 03:42 PM	APRV
4	Court Administrator	Monica Badillo	03/02/2007 03:30 PM	APRV

Form Started By: Griselda Salazar

Started On: 02/23/2007 09:43 AM

Final Approval Date: 03/02/2007

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request. ☐ Phone and service (NEW) ☐ Phone and service (Porting/Existing number: 956-____) ☐ Plan change ☐ User Name Change ☐ Delete Service ☐ Other DATA CARD																							
(2) Requesting employee/position: <u>Comm Sylvia S. Handy</u> Employee ID #: _____ Office: <u>PET #1</u> Budget Acct. #: <u>7-1201-431-00-121-0040-534</u>																							
(3) Type of duties ☐ Offsite duties ☐ On-call duties ☐ Law Enforcement ☐ Emergency Response ☐ Other _____																							
(4) Describe how cell phone will be used: _____ _____ _____																							
(5) Anticipated usage in minutes per month (check only one): <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>☒ Sprint</td> <td>☐ 400</td> <td>☐ 1000</td> <td>☐ 1400</td> <td>☐ 2000</td> <td>☐ 3000</td> <td>☐ 4000</td> <td>☒ Data Card</td> </tr> <tr> <td>Plan Cost</td> <td>\$42.00</td> <td>\$59.00</td> <td>\$76.00</td> <td>\$91.00</td> <td>\$133.00</td> <td>\$165.00</td> <td>\$65.00</td> </tr> </table> DATA CARD								☒ Sprint	☐ 400	☐ 1000	☐ 1400	☐ 2000	☐ 3000	☐ 4000	☒ Data Card	Plan Cost	\$42.00	\$59.00	\$76.00	\$91.00	\$133.00	\$165.00	\$65.00
☒ Sprint	☐ 400	☐ 1000	☐ 1400	☐ 2000	☐ 3000	☐ 4000	☒ Data Card																
Plan Cost	\$42.00	\$59.00	\$76.00	\$91.00	\$133.00	\$165.00	\$65.00																
(6) Will phone be used outside of the County of Hidalgo _____. If yes Indicate where and how frequently _____																							
(7) Cell phones come with desktop charger. Additional accessories needed: Car charger _____ Carrying case _____ Extra battery _____ Other: _____																							
(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense _____																							
Department Head/Elected Official																							
<i>Nue Montez</i> ↑ Signature ↑		Nue Montez ↑ Print Name ↑		2/10/07 ↑ Date Signed ↑																			

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE _____

AI-2733

8.B.

**Discussion and authorization to approve County ID Badge Policy
CC REGULAR**

Date: 03/08/2007
Submitted By: Renan Ramirez, IT DEPARTMENT
Department: IT DEPARTMENT
Agenda Area: IT Department

Agenda Item

CAPTION

Discussion, consideration and action on Hidalgo County ID Badge Policy.

BACKGROUND

We will meet with HR, Auditor & CJ Thursday at 3 to finalize this item. If we cannot agree I will request the item be removed from the agenda.

Revenue & Expenditures

Attachments

Link: [revised policy](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/01/2007 09:42 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	03/02/2007 11:50 AM	APRV
3	Purchasing Department	Marty Salazar	03/02/2007 01:06 PM	APRV
4	Auditor's Office	Linda Fong	03/02/2007 02:19 PM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:31 PM	APRV

Form Started By: Renan Ramirez

Started On: 02/28/2007 08:41 AM

Final Approval Date: 03/02/2007

Hidalgo County

IDENTIFICATION BADGE POLICY

I. PURPOSE

Hidalgo County is committed to providing a safe and secure workplace for all employees. As part of this goal, the County is instituting an identification badge system for County employees.

This policy specifically applies to the County Identification Badge which will be issued to all county employees. The Identification Badge Policy serves the dual purpose of readily identifying County employees and other authorized personnel, while providing measured protection against unauthorized personnel and intruders from entering designated secure work areas. The system is effective only if there is active cooperation and compliance by all employees at all times. Any laxity in compliance and enforcement subjects the entire system to failure.

In the best interests of the County and to make identification as easy as possible, one standard will be implemented Countywide. The Human Resources Department will provide Identification Badges for all Departments. Departments that have existing identification badge systems in place will have three months from the date of the implementation of this policy to replace their badges to the official County badge and destroy their previous badges.

This identification will also validate employee identity on the countywide time and attendance system, TAAP, and provide access to county buildings through keyless entry. Implementation of the keyless entry system will begin with the New Administration Building and continuing to other areas as funds become available. This system will eventually replace any existing entry access system and will become the county standard.

A. Elected Officials/Department Heads

Elected Officials/Department Heads shall ensure that this Policy is fully implemented and adapted to the needs of their departments and work locations. Elected Officials/Department Heads shall ensure that the requirements of this policy are enforced for their department. Elected Officials/Department Heads will need to provide a list to the Human Resources Department of permanent full and part time employees who will have keyless access to buildings and designated interior areas.

B. Managers and Supervisors

It shall be the direct responsibility of Managers, Supervisors, and other assigned personnel, that are designated in writing by their Department Head, to enforce the requirements of this policy.

C. All Employees

The County requires appropriate display of employee Identification Badges at all times by all employees on any County work site, with an exception for law enforcement assignments that require anonymity. For the purpose of this Policy, employees include permanent full time, permanent part-time and temporary employees.

II. CONTROL AND ISSUANCE OF BADGES

A. Employee Identification Badges

1. Description of Badges: The employee badge consists of a hard plastic card, which on the face reflects the county name, department name, an accurate photograph of the employee, the employee's first and last name, department telephone number, and employee ID number. In a growing effort to provide access control throughout the County, ID Badges will be printed on proximity cards. Each card will have a unique code and will provide access through particular doors and other controlled areas, on an as needed basis. The Human Resources Department will coordinate with the appropriate departments in order to program the proximity cards for entry into designated locations. Note that not all doors will have electronic access. Most internal doors will continue to have regular locks that require keys. Because the card holds permission to gain access to particular doors, the ID Badge must be protected from non-authorized persons.

When a badge is damaged, lost, stolen or misplaced, the employee must immediately report the incident to the department head and to the departmental timekeeper. The department will in turn immediately notify the Human Resources Department through an official form. The County requires that both the employee and department head sign the official form. The proximity card system provides significant advantages over a lost key, as the system can maintain its integrity by deactivating this card in the database, therefore reporting of lost badges is essential.

Identification badges will only be re-issued if the identification badge is damaged, lost, stolen, misplaced, or the appearance of the employee changes to the degree that the photograph is not a recognizable resemblance of the employee. The issuing office must immediately destroy any replaced Identification Badge.

2. Upon initial implementation of this Policy, all incumbent employees will be issued Identification Badges. Following implementation, new employees will be issued badges during enrollment.

3. Identification Badges will be issued by the Human Resources Department.

4. The Human Resources will schedule to have picture taken. Employees will sign an acknowledgment form signifying receipt and acceptance to abide by Identification Badge policy. Human Resources will then issue the employee the identification badge.

5. Badges are the property of the County. On a terminating or retiring employee's last workday, the employee's supervisor shall require the employee to surrender the badge, and the supervisor shall return the badge to the Human Resources Department.

6. An Employee who is on extended leave (30 days or more) will be required to turn in his or her Identification Badge to the supervisor pending return to work.

7. Each Employee must not have more than one County Identification Badge in his or her possession at any one time.

III. REQUIREMENTS AND ENFORCEMENT

A. Employee Identification Badge

The County expects all employees to fully comply with all provisions of this policy. Management staff and supervisors must enforce all provisions.

1. Employees must wear their Identification Badge at all times. Employees must prominently display their Identification Badges on the front of the employee between the neck and above the hips; in a configuration, such that the entire face of the badge is clearly visible to any other person. The employee must either clip the Identification Badge to a piece of outer clothing, or wear the Identification Badge around their neck on a chain or necklace. The County strictly prohibits any employee from defacing or altering their Identification Badge with stickers, decals, markings, or by any other means. For safety, employees performing certain jobs, such as maintaining or operating equipment, or any other potentially hazardous activity should either clip the ID badge to their clothing or put the badge in their pocket.
2. Each Employee is responsible for safeguarding his or her own Identification Badge, and must immediately report any lost Identification Badge to their supervisor and the departmental timekeeper.
3. Any employee that does not comply with this policy will be subject to disciplinary action.

IV. IDENTIFICATION BADGE HOLDER RESPONSIBILITIES

- o Do not lend your Identification Badge to anyone.
- o Do not allow unauthorized individuals into any secure area.
- o Ensure that all external access points are properly secured.
- o Do not leave badge on dash of vehicle or other locations where exposed to extreme temperatures.
- o Do not fold, bend, pry open or mutilate your Identification Badge.
- o Do not use your identification badge improperly.
- o Do not leave your identification badge unattended.
- o Immediately notify your Elected Official/Department Head if your Identification Badge is no longer in your possession.
- o Immediately notify your Elected Official/Department Head of any difficulties or problems with any Identification Badge.

AI-2766

8.C.

Line Item Transfer
CC REGULAR

Date: 03/08/2007
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: IT Department

Agenda Item

CAPTION

Approval of intradepartmental transfer 2007 - Computer Department (1100)

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Line Item Transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/01/2007 03:37 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	03/01/2007 06:18 PM	APRV
3	Purchasing Department	Marty Salazar	03/02/2007 01:32 PM	APRV
4	Auditor's Office	Janie Lozano	03/02/2007 02:01 PM	APRV
5	Janie Lozano	Janie Lozano	03/02/2007 04:27 PM	APRV
6	Linda Fong			NEW
7	Court Administrator			

Form Started By: Griselda Salazar

Started On: 02/28/2007 04:00 PM

Final Approval Date:

AI-2814

9.A.

**Human Resources Department
CC REGULAR**

Date: 03/08/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Esther Cortez
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

Human Resource Department: Discussion, consideration and action/approval regarding any County employee requesting annual (vacation) leave to work at the Elections Department on a temporary (Temporary Position) basis.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/02/2007 04:45 PM	APRV
2	Purchasing Department	Marty Salazar	03/03/2007 01:13 PM	APRV
3	Auditor's Office			NEW
4	Court Administrator			

Form Started By: Damaris San Miguel

Started On: 03/02/2007 04:37 PM

Final Approval Date:

AI-2714

10.A.

City of Alton - Fire Equip.

CC REGULAR

Date: 03/08/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Agenda Item

CAPTION

Approval to award a contract to Ferrara Fire Apparatus, Incorporated for the purchase of fire protective equipment which includes jackets, trousers, helmets, hoods, gloves and boots for the City of Alton Fire Department using Urban County Program Year 19 (2006) Fire Station / Equipment funds in the amount of \$9,249.00 Dollars.

BACKGROUND

The approval of a contract with Ferrara Fire Apparatus, Incorporated for the purchase of bunker gear using City of Alton UCP fire station/equipment funds. Ferrara Fire Apparatus, Inc. was the low quote with an amount of \$9,249.00. Attached is the bid tabulation sheet, city council minutes and letter of recommendation from the City of Alton (See attached).

Contract Amount: \$9,249.00

Funds Available: Year 19 (2006) \$9,539.05

Revenue & Expenditures

Attachments

Link: [Fire Equipment](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/27/2007 10:10 AM	APRV
2	Dale Kennan	Dale Kennan	02/28/2007 02:13 PM	APRV
3	Purchasing Department	Marty Salazar	02/28/2007 03:36 PM	APRV
4	Auditor's Office	Linda Fong	03/01/2007 03:43 PM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:31 PM	APRV

Form Started By: Estella Webber

Started On: 02/27/2007 09:53 AM

Final Approval Date: 03/02/2007

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. _____

Date: February 26, 2007 Meeting Date Request: March 6, 2007
Deadline for Action: March 6, 2007 Contact Person: Diana R. Serna
Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director 

Caption:

Approval to award a contract to Ferrara Fire Apparatus, Incorporated for the purchase of fire protective equipment which includes jackets, trousers, helmets, hoods, gloves and boots for the City of Alton Fire Department using Urban County Program Year 19 (2006) Fire Station/Equipment funds in the amount of \$9,249.00 Dollars.

Background:

The approval of a contract with Ferrara Fire Apparatus, Incorporated for the purchase of bunker gear using City of Alton UCP fire station/equipment funds. Ferrara Fire Apparatus, Inc. was the low quote with an amount of \$9,249.00. Attached is the bid tabulation sheet, city council minutes and letter of recommendation from the City of Alton. (See attached).

Contract Amount: **\$9,249.00**
Funds Available: Year 19 (2006) **\$9,539.05**

Deputy Director 

Manager: 

Finance: 

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____
Dept./Fund No. _____ Amt. Expended: \$ _____ Funds/Staffing Budgeted: Yes: _____ No: _____
Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____



CITY OF ALTON

City On The Grow

205 West Main Ave. Alton, TX 78573-1196 • Office (956) 581-2733 • Fax (956) 581-2253

Salvador Vela
Mayor

Arturo Galvan Jr.
Mayor Pro Tem

Ricardo Garza
Commissioner

Oscar Tovar
Commissioner

Dr. Jose C. Picasso D.C.
Commissioner

Hilario Rincones
City Manager

To: Hidalgo County
Urban County Program

Cc: Tony Barco
CDBG Manager

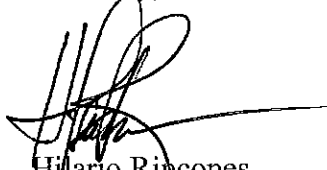
From: City of Alton
Vol. Fire Department

Re: Awarding bid for fire equipment

To Whom It May Concern:

After obtaining several bids for fire personal protective equipment from several manufacturers we found that only three manufacturers meet the 2007 NFPA standards. Upon reviewing all the bids we recommend that you award the grant to Ferrara on the grounds that they were the lowest bidder meeting 2007 NFPA standards. Thank you for your time and considerations.

Sincerely,



Hilario Rincones
City Manager

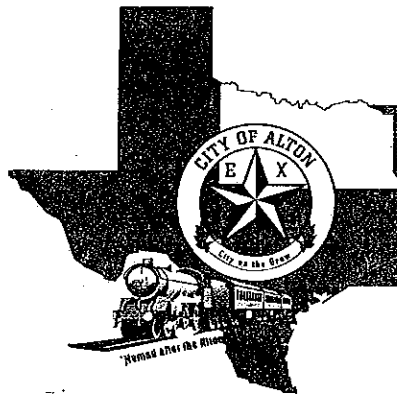
and



Elias Saldivar
Vol. Fire Chief

FEB 5 2007

Qu.



CITY OF ALTON

City On The Grow

205 West Main Ave. • Alton, Texas 78573-1196 • Office (956) 581-2733 • Fax (956) 581-2253

Salvador Vela
Mayor

Arturo Galvan Jr.
Mayor Pro Tem

Ricardo Garza
Alderman

Anita Lugo
Alderwoman

Oscar Tovar
Alderman

Dr. Jose C. Picasso D.C.
Alderman

Hilario Rincones
City Administrator

To: Sales Rep.

From: Alton Vol. Fire Department

Re: Quotation on Fire Gear

Phone# (956) 581-2733

Fax# (956) 581-2253

This is a request for a bid on seven sets of bunker gear along with lettering patches that will have 3" lettering AVFD on the back of the bunker coat, seven helmets, seven fire boots. Also extra sets of eight gloves, nomex hoods along with those that already come with the gear. This gear must comply with new regulations set on January by fire commission under 2007 NFPA standards all bids will be answered back as soon as we hear from you, thank you for complying to our request do to the situation that the Alton Vol. Fire Department is in for gear do to present gear being in poor conditions with compliance with commission regulations.

Thank you Chief
Elias Saldivar

FEB 5 2007

aw.

[Yahoo!](#) [My Yahoo!](#) [Mail](#) [Make Y! your home page](#)

Search:

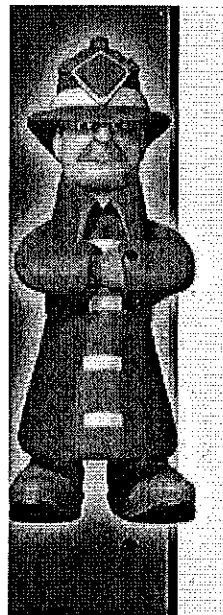
[Web Search](#)**YAHOO! MAIL**Welcome, **elias_sldvr**
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Attractive Card.**Folders** [\[Add - Edit\]](#)**Inbox (9)**

Draft

Sent

Bulk (76) [\[Empty\]](#)Trash [\[Empty\]](#)**Search Shortcuts**[My Photos](#)[My Attachments](#)See your credit
score - freeEarn a degree
in 1 yr.\$200K loan as
low as \$771/mo.*Degrees for
working adults[Previous](#) | [Next](#) | [Back to Messages](#)[Delete](#)[Reply](#)[Forward](#)[Spam](#)[Move...](#)This message is not flagged. [[Flag Message](#) - [Mark as Unread](#)][Printable View](#)**Subject:** Quote**Date:** Mon, 29 Jan 2007 21:26:20 -0600**From:** "Jim Farrell" <Jim.Farrell@ferrarafire.com> [Add to Address Book](#) [Add Mobile](#)
Alert**To:** elias_sldvr@yahoo.com**CC:** "Eric Davila" <eric.davila@alton-tx.gov>

Thanks Jim



Email: jim.farrell@ferrarafire.com

[illegible]

956-605-3473



International, LLC

Phone No. 512-278-1333

Fax No. 512-272-9022

FAX TRANSMITTAL SHEET

FAX TO: Elias Salasivar

FAX FROM: Joe Hidrogo

DATE: 1-31-07

NO. PAGES: 2

COMMENTS: Following is the Fuego-Morning Pride

Quote for BPR-24EO (Nomex) gear,

contingent on the Regional Director Keith McDonald

approving us to work with you. You may

want to go with Advance (60%⁰ Kevlar/40% Nomex)

instead of Nomex. The Cost for Advance

is ~~about~~ \$50 more than Nomex. Joe H

		Quote #		DATE	
		1037		01/31/07	
From(Remit to same): Fuego International, LLC, 165 Dry Creek Rd., Manor, TX 78653					
QUOTE TO: Alton FD Attn: Elias Saldivar Fax: 956-581-2253		BILL TO: SAME			
		PURCHASE ORDER NO: NA			
LINE NO	QTY	Description	Article No.	Unit Price	Ext. Price
1	7	Morning Pride BPR-24E0 Nomex Tails NFPA 2007 Certified	BPR-24E0T	\$640.80	\$4,484.20
2	7	Morning Pride BPR24E0 Nomex Pants NFPA 2007 Certified	BPR-24E0P	\$407.37	\$2,851.59
3	7	Servus 1454 16" lightly insulated boots	BT1454	84.00	\$588.00
4	15	American Firewear 7550 leather gauntlet bunker gloves	7550	\$35.00	\$525.00
5	15	American Firewear Economy Eagle Nomex hoods		\$19.00	\$285.00
6	7	Morning Pride Lite Force Plus helmets	LT+	\$120.00	\$840.00
7					\$0.00
					\$0.00
TOTAL					\$9,573.79
SALES TAX					\$0.00
SHIPPING					\$0.00
TOTAL DUE					\$9,573.79
TERMS: Net 30		Terms are from date of invoice or when shipment arrives, whichever comes later			

Fuego International, 165 Dry Creek Rd., Manor, Texas, phone 512-278-1333, fax 512-272-9022



DOOLEY TACKABERRY

Houston Corporate Headquarters
1515 W. 13th Street, P.O. Box 9700
Deer Park, Texas 77536 USA
PHONE: 281.479.9700 FAX: 281.479.6321
TOLL FREE: 800.833.0247 FAX: 800.282.4365

QUOTATION

*04033

ALTON FIRE DEPARTMENT
P.O. DRAWER 9004
MISSION, TX 78574

DATE: 01/31/07

OUR REFERENCE:

910525

YOUR REFERENCE:

PPE

PAGE 1 of 2

SLSM: 500

Attention: ELIAS SALDIVAR

We are pleased to submit the following quotation for your consideration.

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
1	7	BULLARD NO. PX-R325-YL HELMET, FIREDOME, 6" VISOR, COLOR YELLOW, 6 EA/CS	140.00	EA	\$980.00
2	15	GLOVE CORP. NO. 10-24100-M GLOVE, FIREMAN V, NFPA, GREY, COWHIDE, WRISTLET, SZ MEDIUM	31.00	PR	\$465.00
3	7	FYREPEL NO. 146R SUSPENDERS, HEAVY DUTY, RED H-BACK, 2" ELASTIC, 6-POINT	16.00	EA	\$112.00
4	7	MORNING PRIDE - RANGER NO. 1409-10M BOOT, FIREBREAKER, RUBBER, INSULATED, SIZE 10M	135.00	EA	\$945.00
5	15	MORNING PRIDE - HOODS NO. VFC-PBIR HOOD, PROTECTIVE, PBI/RAYON, FACE & CHEST, VENTILATING	28.00	EA	\$420.00
6	7	FYREPEL NO. 10-24600C-M COAT, BUNKER, ADVANCE, KHAKI, 32" LONG, 38-40" CHEST	610.00	EA	\$4,270.00
7	7	FYREPEL NO. 10-24600P-M PANT, BUNKER, ADVANCE, KHAKI, SZ MED, 34-36" WAIST, 29" INSM	470.00	EA	\$3,290.00

Terms: NET 30 DAYS

Shipping Terms:

Prices Firm: 02/25/07

Ship Via: BEST WAY

Freight Terms: PREPAY & ADD

Shipment:

DOOLEY TACKABERRY

By

FRED GARNER

AI-2716

10.B.

Change Order - City of Elsa
CC REGULAR

Date: 03/08/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

The City of Elsa requests approval of change order no. 1 to Lambda Construction I, LTD in the amount of \$121,520.00 in order to comply with TCEQ requirements utilizing Urban County funding from Water / Sewer Improvements Year 2001 / 2002 / 2003 / 2004 & 2005.

BACKGROUND

Approval of change order no. 1 to Lambda Construction I, LTD in the amount of \$121,520.00 for the continuation of improvements to the City of Elsa Water Plant in order to comply with TCEQ requirements. The amount of the change order is \$121,520.00 with the work to be completed by July 30, 2007.

Original Contract Amount:	\$515,000.00
Change Order Amount:	\$121,520.00
New Contract Amount:	\$636,520.00
Available Funds:	
Water / Sewer Improvements	2001 \$ 23,258.89
	2002 \$ 10,977.47
	2003 \$ 19,827.77
	2004 \$ 65,225.00
	2005 \$ 351,222.68

Approval is recommended by the City of Elsa and UCP Staff.

Revenue & Expenditures

Attachments

Link: [Change Order](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/27/2007 04:13 PM	APRV
2	Dale Kennan	Dale Kennan	02/28/2007 02:18 PM	APRV
3	Purchasing Department	Marty Salazar	02/28/2007 03:37 PM	APRV
4	Auditor's Office	Linda Fong	03/01/2007 03:49 PM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:31 PM	APRV

Form Started By: Estella Webber

Started On: 02/27/2007 10:26 AM

Final Approval Date: 03/02/2007

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. _____

Date: February 26, 2007

Meeting Date Request: March 6, 2007

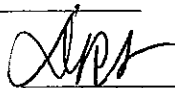
Deadline for Action: March 6, 2007

Contact Person: Diana R. Serna

Department: Urban County Program

Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, Urban County Director



Caption:

The City of Elsa requests approval of change order no. 1 to Lambda Construction I, LTD in the amount of \$121,520.00 in order to comply with TCEQ requirements utilizing Urban County funding from Water / Sewer Improvements Year 2001 / 2002 / 2003 / 2004 & 2005.

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Original Contract Amount: \$515,000.00

Change Order Amount: \$121,520.00

New Contract Amount: \$636,520.00

Available Funds:

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	2002	\$ 10,977.47
	2003	\$ 19,827.77
	2004	\$ 65,225.00
	2005	\$351,222.68

Approval is recommended by the City of Elsa and UCP Staff.

CDBG Manager  Deputy Dir. _____ Finance 

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____
Dept./Fund No: _____ Amt. Expended: \$ _____ Funds/Staffing Budgeted: Yes _____ No _____
Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____



CITY OF ELSA

February 22, 2007

To Whom It May Concern:

As required, I am sending you a complete and certified excerpt from the minutes of February 20, 2007, a Regular Meeting of the Board of Aldermen of the City of Elsa, 7:00 P.M.

ITEM VII. NEW BUSINESS

ITEM A. CONSIDERATION AND ACTION, IF ANY, ON APPROVAL OF CHANGE ORDER #1 FROM LAMBDA CONSTRUCTION FOR CITY OF ELSA WATER AND SEWER PROJECT WATER PLANT FILTER BUILDING. (5002-25-0310-5000-2500)

A motion to approve Change Order #1 as presented, was made by Mayor Pro-Tem Javier Guerrero, seconded by Commissioner Joe Alvarado. Motion carried.

I, Maria Hilda Ayala, City Secretary, certify that this is a complete and correct excerpt of the minutes of February 20, 2007.

Maria H. Ayala
Maria Hilda Ayala
City Secretary

2-22-07
Date

FEB 23 2007

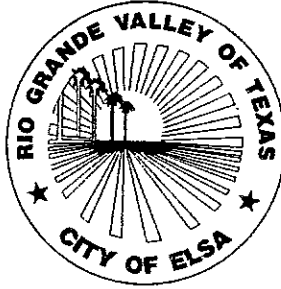
P.O. BOX 427

ELSA, TEXAS 78543

PHONE (956) 262-2127

FAX (956) 262-5002

The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.



CITY OF ELSA

February 22, 2007

Linda Sandoval, Coordinator
Hidalgo Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Change Order # 1 / Lambda Construction

Dear Linda Sandoval:

Enclosed please find the three (3) original sets of Change Order #1 from Lambda Construction ready for approval by County Commissioners Court on earliest meeting date. Upon approval, please forward to Mr. Simmons from Lambda Construction in order for construction to proceed.

Please let me know if you should need additional information or documentation.

Sincerely,

Maria Hilda Ayala
City Secretary/Acting City Manager

2
RECEIVED
FEB 22 2007
HIDALGO
COUNTY
CLERK
Aw

P.O. BOX 427

ELSA, TEXAS 78543

PHONE (956) 262-2127

FAX (956) 262-5002

The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

HIDALGO COUNTY
URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

CITY/PCT. City of Elsa/Hidalgo County

(Address) 1916 Tesoro Boulevard

Pharr, Texas 78577

CONTRACTOR/FIRM

(Name & Address)

Lambda Construction I, Ltd.

211 Jesse's Circle, New Braunfels, Texas 78132

Phone #: (830) 629-5808

DATE February 1, 2007

CHANGE ORDER NO.

1

PROJECT/NAME/ACCT. NO.

City of Elsa Year 15 Water and
Sewer Project Water Plant
Filter Building

5002-25-0310-5000-2500

You are hereby requested to comply with the following changes from the contract plans and specifications:

☐
☐
☒

Final Quantitative Adjustments

Unit Prices

Quantitative Addition

☐
☒
☐

Quantitative Deletion

Time Extension

Other

Reasons:

Additional work requested by the City of Elsa to comply with state regulations (TCEQ) on the water plant.

Substantial completion for the above mentioned project should be completed by July 30, 2007.

Reference Lambda Revised CO Proposal dated January 30, 2007 & Cleary Engineering Drawing Revisions dated April 6, 2006.

Contract price prior to change order \$ \$515,000.00

Net ~~Increase/Decrease~~ of this Change Order \$ \$121,520.00

Contract Price with Change Order \$ \$636,520.00

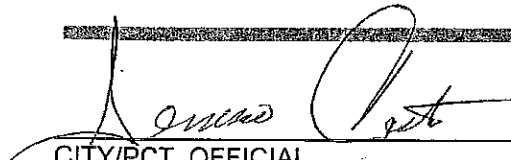
~~Increase/Decrease~~ in time 842 days.

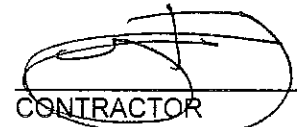
FEB 22 2007

aw

HIDALGO COUNTY
URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

 2/20/07
CITY/PCT. OFFICIAL DATE

 2-01-07
CONTRACTOR DATE

ALD M... 2/5/07
PROJECT ENGINEER - ARCHITECT DATE

(FOR URBAN COUNTY PROGRAM USE ONLY)

☐

Scope Increase

☐

Quantitative Addition/Deletion

☐

Scope Decrease

☐

Final Quantitative Adjustment

☐

L/M Beneficiary Change/Impact

☐

Other

☐

Environmental Impact

☐

Approved

☐

Disapproved

Signature: _____

Date: _____

Title: Urban County Director



LAMBDA CONSTRUCTION I, LTD.

211 JESSE'S CIRCLE
NEW BRAUNFELS, TEXAS 78132-4857
(830) 629-5808
(830) 629-1507 FAX

January 30, 2007

Urban County Program
1916 Tesoro Boulevard
Pharr, Texas 78577

Attn: Linda Sandoval

Re: City of Elsa – Year 15 Water and Sewer Project
Water Plant Filter Building – Revised Change Order Proposal per Cleary Engineering Dwgs

Dear Ms. Sandoval:

Per your request of January 24, 2007, please see the following revised Change Order Proposal, per Cleary Engineering Drawing Revisions dated April 6, 2006, as follows:

All Conduit, Wire & Supports per Revised Drawings E3, E4A, E6, E6A, E7 and E8
Pump Control Panel in Nema 4 Painted Steel Enclosure with HOA's, PTT Run Lights, Terminal Blocks
Relocation of Turbidity Rack to the Control Room on top of the Filters.
Upgrade of 4 Turbidity Meters complete with Sample Pumps, DP Transmitters, & Remote Displays
Additional Sample Piping for Turbidity Meters
Retrofit of 4 Filter Effluent Valves with Valve Positioners including Mounting Hardware, Air Lines, etc.
Modifications to SCADA System to Include:

Item #1 – Drawing E3 – Console Layout – Refer to O&M Drawing 25 of 25 Filter Console Layout – It is our intention to remove the items labeled #18 and replace with Honeywell Controller same as item labeled #20.

Item #2 – Drawing E4A – Change to Modulating Effluent Valves.

Item #3 – Drawing E6 – Four Honeywell Controllers configured to receive set point from SCADA System. Controllers will modulate Effluent Valves based on Flow Set Point entered from the SCADA Computer. Valves will only be modulated if the Valve is selected for Auto operation from the SCADA computer.

Wiring and Switches for existing Open-Close-Auto selector switches will not be functional as There will not be a solenoid to operate. Auto-Manual controls will be on the Honeywell Controller similar to the Backwash Flow Controller.

One Analog Output Module will be added to provide set point information to the Honeywell Controller.

In addition, the Filter Control PLC will be modified to send Start-Stop signals to "Pumps Control Panel" for the Raw Water Pumps. Raw Water Pumps to be controlled based on Clearwell Level. Pumps will be alternated when Clearwell Level is satisfied. No Provision is included to display this information on the SCADA Computer. Set Points Will be entered from the Operator Interface located on the Filter Console.

We have included One Additional Day of Operator Training for the above modifications. Raw Water Pumps set points will be adjustable from the Operator Interface located in the Filter Console and the computer/HMI.

No control loop descriptions were provided for the changes to Filter Effluent Valves. These Valves will operate the same as previous, except when a valve is required, it will modulate to maintain the flow set point set by the controller. The set point can be adjusted from the Operator Interface at the Filter Console or the Computer/HMI.

No other information or changes are included to the computer/HMI, i.e. Pump Status, fails, etc.

(continued page 2).

January 30, 2007

Proposal Pricing is as follows (including only the work described above):

Total Lump Sum for the above-described work.....\$127,020.00
Less Credit for Filter Control Panel Concrete Housekeeping Pad.....<\$5,500.00>
(Pay Estimate Item #1-301) which was not required/installed)

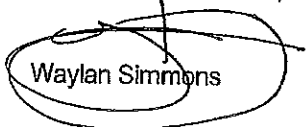
Net Change Order Proposal.....\$121,520.00

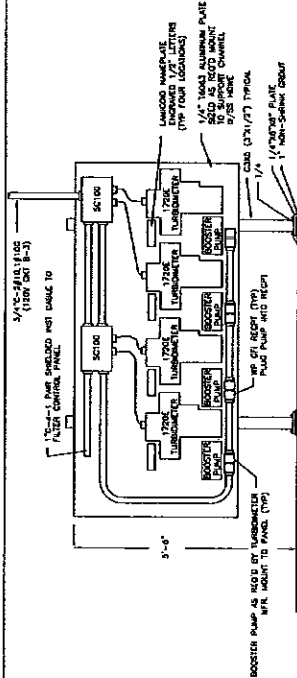
This added work can be completed within 150 calendar days of our receipt of an executed Change Order. The above pricing is valid until February 28, 2007.

Please note that a condition of this proposal is for Contract Retainage to remain at its currently reduced rate of 1%.

Should you have any questions, or require any additional information regarding these matters, please do not hesitate to contact our New Braunfels office.

Sincerely,
Lambda Construction I, Ltd.


Waylan Simmons



NOTE: RELOCATE EXISTING PANEL FROM THE FILTER CHAMBER TO THE FILTER CHAMBER. PANEL CONTAINS ROOM REPAIRS, EXISTING THERMISTERS AND CONTROLLERS. EXISTING 1\"/>

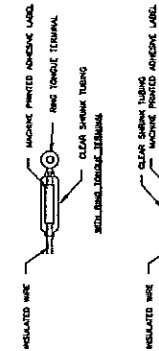
TURBOMETER INSTALLATION DETAIL

MARK	DESCRIPTION	LETTER	SIZE
A	FILTER NO. 1	1/2"	1/2"
B	FILTER NO. 2	1/2"	1/2"
C	INLET VALVE	3/4"	3/4"
D	BACKWASH SUPPLY VALVE	3/4"	3/4"
E	BACKWASH WASTE WATER VALVE	3/4"	3/4"
F	CLOSED	3/4"	3/4"
G	EFFLUENT VALVE	3/4"	3/4"
H	NOT USED	3/4"	3/4"
I	BACKWASH RATE OF FLOW CONTROLLER	3/4"	3/4"
J	NOT USED	3/4"	3/4"
K	FILTER PANEL - COMPUTER	3/4"	3/4"
L	NOT USED	3/4"	3/4"
M	FILTER TURBIDITY	3/4"	3/4"
N	SURFACE WASH VALVE	3/4"	3/4"

* LIST APPROPRIATE FILTER NUMBER

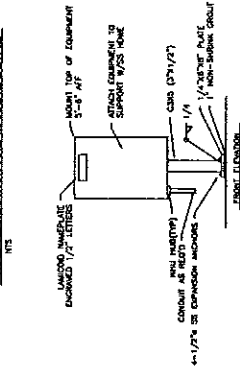
EQUIPMENT SCHEDULE

MARK	DESCRIPTION
1	EXISTING INDOOR LIGHT W/SHUTTER
2	EXISTING INDOOR LIGHT W/SHUTTER
3	MAINTAINED CONTACT TAP - POSITION SWITCH
4	POSITION SWITCH W/ ONE HIGH DISCREET NUMBER
5	POSITION SWITCH W/ ONE HIGH DISCREET NUMBER
6	NUM 12 INCHES STEEL ENCLOSURE
7	OR TIGHT MOMENTARY PUSHBUTTON



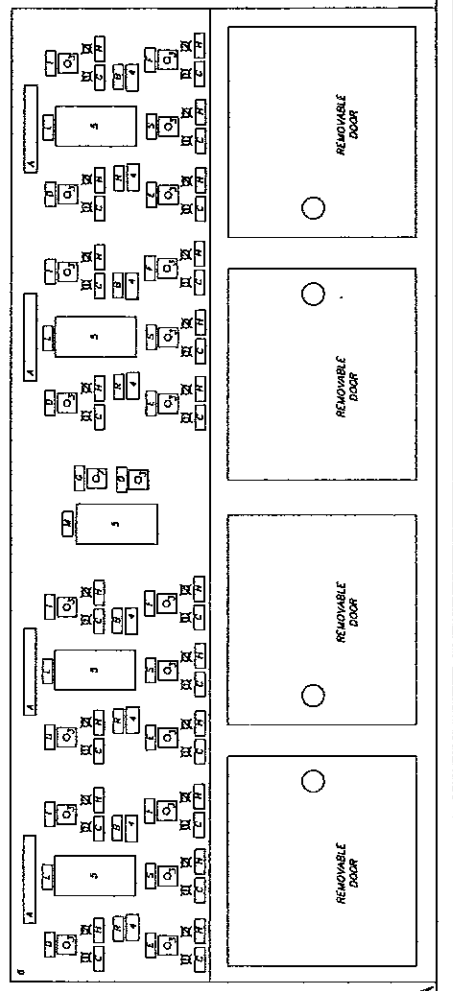
NOTE: WIRE MUST BE CANNULIZED EQUIPMENT SUPPORT AFTER INSTALLATION. WIRE MUST BE CANNULIZED EQUIPMENT SUPPORT AFTER INSTALLATION. WIRE MUST BE CANNULIZED EQUIPMENT SUPPORT AFTER INSTALLATION.

WIRE TERMINATION AND MARKING DETAIL



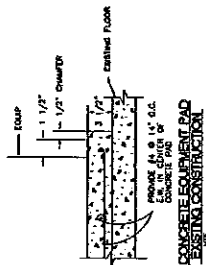
NOTE: WIRE MUST BE CANNULIZED EQUIPMENT SUPPORT AFTER INSTALLATION. WIRE MUST BE CANNULIZED EQUIPMENT SUPPORT AFTER INSTALLATION. WIRE MUST BE CANNULIZED EQUIPMENT SUPPORT AFTER INSTALLATION.

FLOOR SUPPORTED EQUIPMENT INSTALLATION

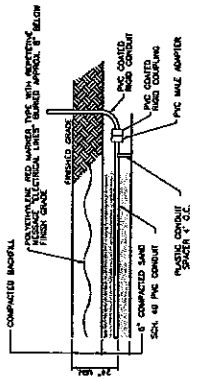


FRONT ELEVATION

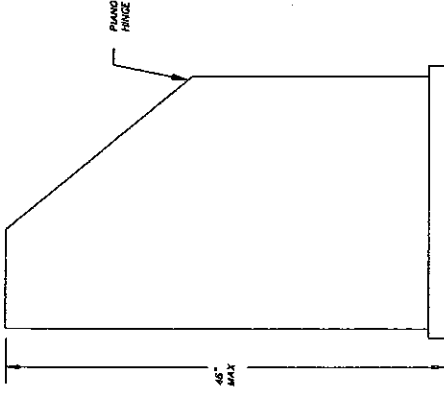
SCALE: 1/8\"/>



CONCRETE EQUIPMENT PAD EXISTING CONSTRUCTION



TYPICAL UNDERGROUND CONDUIT RUN



SIDE ELEVATION



J.E. SARNZ & ASSOCIATES, INC.
P.O. BOX 2833
DALLAS, TEXAS 75240
TEL (860) 387-2834
FAX (860) 387-2758
ENG 890333

DATE	BY	REV
10/25/03	AS NOTED	10/25/03

DATE	BY	REV
10/25/03	AS NOTED	10/25/03

REVISIONS
DATE
BY
REV

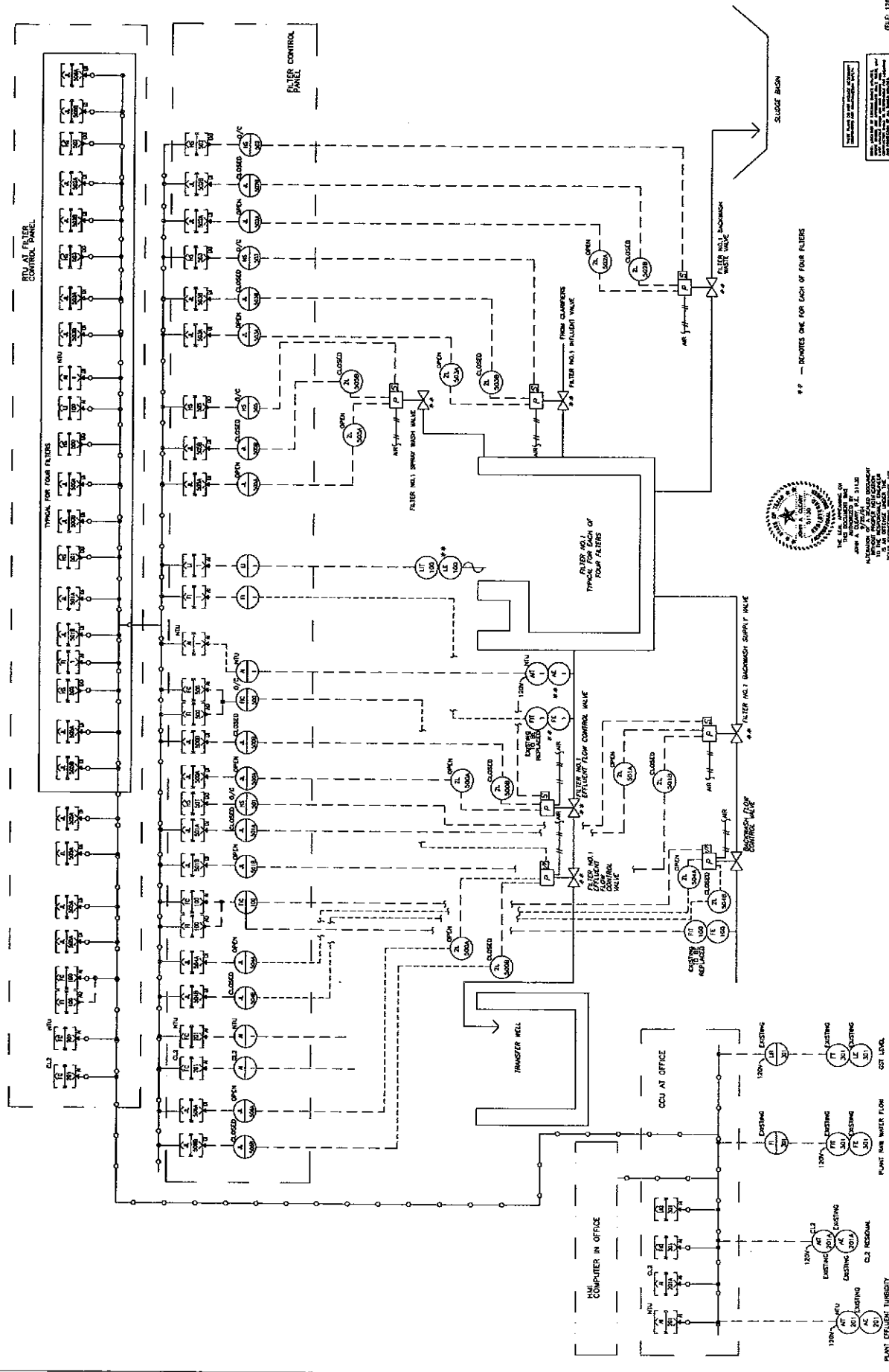
DATE	BY	REV
10/25/03	AS NOTED	10/25/03

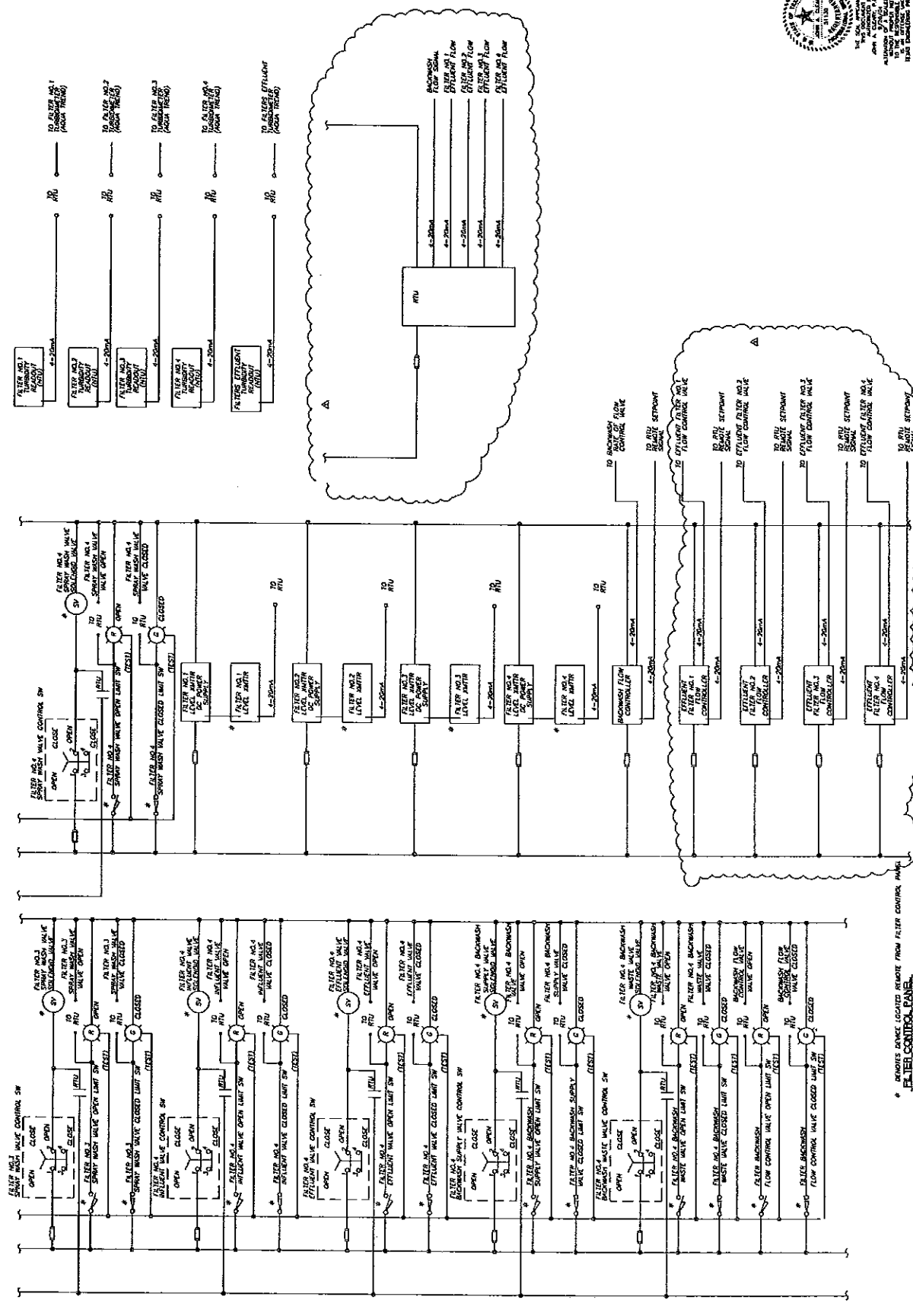
DATE	BY	REV
10/25/03	AS NOTED	10/25/03

**ELECTRICAL DETAILS
WATER TREATMENT PLANT
IMPROVEMENTS - 2003
ELSA, TEXAS**

J.E. SARNZ & ASSOCIATES, INC.
P.O. BOX 2833
DALLAS, TEXAS 75240
TEL (860) 387-2834
FAX (860) 387-2758
ENG 890333

E3 XX

[illegible][illegible]



SCHEMATIC WIRING DIAGRAM SHEET NO. 2
WATER TREATMENT PLANT IMPROVEMENTS - 2003
ELSA, TEXAS

J.E. SAENZ & ASSOCIATES, INC.
 P.O. BOX 3283
 ELLINGBURG, TEXAS 76540
 TEL (959) 383-2884
 FAX (959) 383-3736
 ENG 59033

REVISIONS

NO.	DATE	DESCRIPTION
1	10/25/03	AS NOTED

REVISIONS

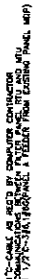
NO.	DATE	DESCRIPTION
1	10/25/03	AS NOTED

REVISIONS

NO.	DATE	DESCRIPTION
1	10/25/03	AS NOTED

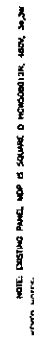
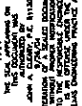
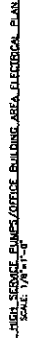
REVISIONS

NO.	DATE	DESCRIPTION
1	10/25/03	AS NOTED



EXISTING BROWNISH FLOWMETER IN WALL
REPLACE WITH FLOWMETER AND RECORD W/ NEW
FLOWMETER
3/4" X 1/2" PAPER SHIELDED CABLE (FLOWMETER SIGNAL TO
FLOWMETER CONTROL PANEL)
REMOVE FLOWMETER READOUT (SUPPLIED W/ METER)
3/4" X 1/2" BROWNISH FLOW SIGNAL CABLE FROM
FLOWMETER TO FLOWMETER READOUT

3/4"X-1 PWS SHIELDS EXT CABLE(FLOWMETER SIGNAL TO FATER CONTROL PANEL)

[illegible][illegible]

Ex. 1: $120^\circ = 7.9957$ A = 0.0000

C.
333-2984
333-3730

J.J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG, TEXAS 78540
TEL (956) 383-
FAX (956) 383-

**ELECTRICAL SITE PLAN
WATER TREATMENT PLANT
IMPROVEMENTS -- 2003
FLISA TEXAS**

ON AWC:	R	AS NOTED
OK JMW	BA	10 APR 03
OUT ORDER	JA	
PK:	JA	

1. The first step is to identify the problem or question that needs to be addressed. This involves understanding the context and the specific requirements of the task.

[illegible]

Sl. No.	Date		

ADDED PUMPS CONTROL #

[The following text is extremely faint and appears to be bleed-through from the reverse side of the page. It contains several lines of illegible text.]

[illegible][illegible]

AI-2721

10.C.

Amendment - City of Penitas
CC REGULAR

Date: 03/08/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Approval of a Budget and Program Amendment for the City of Penitas Urban County Program Year 18 (2005) to increase the funding for water/sewer improvements project for Precinct No. 3, in the amount of \$100,000.00.

BACKGROUND

(See attachments)

Revenue & Expenditures

Attachments

Link: [Amendment](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/27/2007 04:24 PM	APRV
2	Sergio Cruz	Sergio Cruz	02/27/2007 04:35 PM	APRV
3	Purchasing Department	Marty Salazar	02/28/2007 01:35 PM	APRV
4	Auditor's Office	Linda Fong	03/01/2007 03:51 PM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:31 PM	APRV

Form Started By: Estella Webber

Started On: 02/27/2007 03:29 PM

Final Approval Date: 03/02/2007

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. 1

Date: February 26, 2007
Deadline for Action: February 26, 2007
Department: Urban County Program

Meeting Date Request: March 6, 2007
Contact Person: Diana R. Serna
Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director 

Caption:

Approval of a Budget and Program Amendment for the City of Peñitas Urban County Program Year 18 (2005) to increase the funding for water/sewer improvements project for Precinct No. 3, in the amount of \$100,000.00.

Background:

City of Peñitas requests approval of a Budget and Program Amendment for Year 18 (2005). A Public Hearing was held and Citizen Participation requirements were met. The City's letter of recommendation and certified minutes are attached. **Year 18 (2005)** The proposed Budget and Program Amendment will increase the Water/Sewer Improvement line item in the amount of \$100,000.00, for the re-routing of existing waterlines, located at FM 1924 from SH 107 West to FM 492, FM 492 from FM 1924 @ FM 492 East to FM 492, SH 495 Underpass from 0.359 Miles North of US83 to 0.347 Miles South of US83 and Business 83 from US83 West near Peñitas to US83 East at Inspiration Road, to accommodate a Texas Department of Transportation Street Improvement Project in the Precinct No. 3 area. The Parks, Recreational Facilities line item was deleted and funding in the amount of \$100,000.00 was transferred to the Precinct No. 3 water/sewer line item.

Deputy Director 
Manager 
Finance _____

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____

Dept./Fund No: _____ Amt. Expended: \$ _____ Fnds/Staffing Budgeted: Yes _____ No _____
Account code: _____ Impact on Future budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

PUBLIC HEARING NOTICE
CITY OF PEÑITAS
URBAN COUNTY PROGRAM
BUDGET / PROGRAM AMENDMENT

IN COMPLIANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS, CITY OF PEÑITAS WILL CONDUCT A PUBLIC HEARING TO SOLICIT INPUT FROM INTERESTED PARTIES ON THE CITY'S PROPOSED BUDGET / PROGRAM AMENDMENT TO ITS URBAN COUNTY PROGRAM YEAR 18 (2005).

THE PUBLIC HEARING WILL BE HELD ON TUESDAY, FEBRUARY 27, 2007 AT 6:00 P.M. AT THE PEÑITAS CITY HALL LOCATED AT 1 MILE SOUTH FM 1427.

THE FOLLOWING IS THE PROPOSED BUDGET / PROGRAM AMENDMENT FOR YOUR CONSIDERATION:

<u>EXISTING BUDGET</u>	<u>UCP YR 18 (2005) ACTIVITIES</u>	<u>PROPOSED BUDGET</u>
\$ 100,000.00	PARKS, RECREATIONA FACILITIES (-100,000.00)	\$ 0.00
\$ 50,673.45	WATER/SEWER IMPROVEMENTS	\$ 50,673.45
\$ 92,146.55	*WATER/SEWER IMPROVEMENTS (PCT 3)(+100,000.00)	\$192,146.55
\$ 93,000.00	STREET IMPROVEMENTS	\$ 93,000.00
\$ 35,000.00	CONSTRUCTION OF HOUSING	\$ 35,000.00
\$ 15,000.00	CODE ENFORCEMENT	\$ 15,000.00
\$ 20,306.00	GENERAL ADMINISTRATION	\$ 20,306.00
\$ 406,126.00	TOTAL	\$ 406,126.00

*** MONEY RECAPTURED BY PRECINCT 3.**

The proposed budget and program amendment will **delete** parks, recreational facilities activity and increase water/sewer improvements.

The proposed budget and program amendment will **increase** the Water/Sewer Improvement line item, in the amount of \$100,000.00, to re-route existing waterlines, located at FM 1924 from SH 107 West to FM 492, FM 492 from FM 1924 at FM 492 East to FM 492, SH 495 underpass from 0.359 miles North of US 83 to 0.347 miles South of US 83 and Business 83 from US 83 West near Peñitas to US 83 East at Inspiration Road, to accommodate a Texas Department of Transportation Street Improvement Project in the Precinct 3 area.

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 581-3345. Written comments can be forwarded to:

MAYOR SERVANDO RAMIREZ
CITY OF PEÑITAS
PO BOX 204
PEÑITAS, TEXAS 78576

AI-2753

10.D.

Amendment - Pct. # 2

CC REGULAR

Date: 03/08/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Agenda Item

CAPTION

1. Hold Public Hearing to consider public comments on a proposed budget and program amendment for Precinct No. 2 to increase Urban County Program Year 18 (2005) and Year 19 (2006) Parks, Recreational Facilities line item funds and add the development of South Tower Park to the workplan.

2. Consideration and approval of an amendment to the Precinct No. 2 CDBG budget and workplan as follows:

A. Amend the 2005 Parks, Recreational Facilities workplan to add the development of South Tower Park. Increase the 2005 Parks, Recreational Facilities line item in the amount of \$29,000.00. Decrease the 2005 Public Services line item in the amount of \$9,000.00. Delete the 2005 Sidewalks line item in the amount of \$20,000.00.

B. Amend the 2006 Parks, Recreational Facilities workplan to add the development of South Tower Park.

C. Amend the 2006 Street Improvement workplan to add the construction or reconstruction of various streets. Increase the 2006 Parks, Recreational Facilities line item in the amount of \$112,818.00. Increase the 2006 Street Improvement line item in the amount of \$73,841.00. Delete the 2006 Sidewalks line item in the amount of \$136,159.00. Decrease the 2006 Public Services line item in the amount of \$32,500.00. Decrease the 2006 General Administration line item in the amount of \$18,000.00.

BACKGROUND

Hidalgo County Precinct No.2 is requesting approval of a budget and program amendment for UCP Year 18 (2005) and Year 19 (2006). A public hearing will be held on March 8, 2007 at 9:30 a.m. Detailed amendment is attached.

Revenue & Expenditures

Attachments

Link: [Amendment](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/01/2007 10:44 AM	APRV
2	Sergio Cruz	Sergio Cruz	03/01/2007 05:43 PM	APRV
3	Purchasing Department	Marty Salazar	03/02/2007 01:19 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Estella Webber

Started On: 02/28/2007 02:18 PM

Final Approval Date:

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. _____

Date: February 28, 2007
Deadline for Action: March 6, 2007

Meeting Date Request: March 6, 2007
Contact Person: Diana R. Serna

Department: Urban County Program

Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director:

Caption:

- a. Hold Public Hearing to consider public comments on a proposed budget and program amendment for Precinct No.2 to increase Urban County Program Year 18 (2005) and Year 19 (2006) Parks, Recreational Facilities line item funds and add the development of South Tower Park to the workplan.
- b. Consideration and approval of an amendment to the Precinct No.2 CDBG budget and workplan as follows:

Amend the 2005 Parks, Recreational Facilities workplan to add the development of South Tower Park. Increase the 2005 Parks, Recreational Facilities line item in the amount of \$29,000.00. Decrease the 2005 Public Services line item in the amount of \$9,000.00. Delete the 2005 Sidewalks line item in the amount of \$20,000.00.

Amend the 2006 Parks, Recreational Facilities workplan to add the development of South Tower Park.

Amend the 2006 Street Improvement workplan to add the construction or reconstruction of various streets. Increase the 2006 Parks, Recreational Facilities line item in the amount of \$112,818.00. Increase the 2006 Street Improvement line item in the amount of \$73,841.00. Delete the 2006 Sidewalks line item in the amount of \$136,159.00. Decrease the 2006 Public Services line item in the amount of \$32,500.00. Decrease the 2006 General Administration line item in the amount of \$18,000.00.

Background:

Hidalgo County Precinct No.2 is requesting approval of a budget and program amendment for UCP Year 18 (2005) and Year 19 (2006). A public hearing will be held on March 6, 2007 at 9:30 a.m. Detailed amendment is attached.

Deputy Director _____ Manager: AS Finance: JMM

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____
Dept./Fund No. _____ Amt. Expended: \$ _____ Funds/Staffing Budgeted: Yes: _____ No: _____
Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT #2
 URBAN COUNTY PROGRAM
 PROGRAM AMENDMENT

IN COMPLIANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS, PRECINCT #2 WILL CONDUCT A PUBLIC HEARING TO SOLICIT INPUT FROM INTERESTED PARTIES ON THE PRECINCT'S PROPOSED PROGRAM AMENDMENT TO ITS URBAN COUNTY PROGRAM YEAR 18 (2005) AND YEAR 19 (2006).

THE PUBLIC HEARING WILL BE HELD ON TUESDAY, MARCH 6, 2007 AT 9:30 A.M. AT THE HIDALGO COUNTY COMMISSIONERS' COURT MEETING ROOM LOCATED AT 100 EAST CANO, 1ST FLOOR, EDINBURG, TEXAS 78539.

THE FOLLOWING IS THE PROPOSED PROGRAM AMENDMENT FOR YOUR CONSIDERATION:

EXISTING BUDGET	UCP YR 18 (2005) ACTIVITIES	PROPOSED BUDGET
\$ 96,164.15	PARKS, RECREATIONAL FACILITIES (+\$29,000.00)	\$125,164.15
\$ 243,643.00	STREET IMPROVEMENTS	\$243,643.00
\$ 20,000.00	SIDEWALKS (-\$20,000.00)	\$ 0.00
\$ 10,000.00	HEALTH FACILITIES	\$ 10,000.00
\$ 33,884.62	PUBLIC SERVICES (-\$9,000.00)	\$ 24,884.62
\$ 10,836.07	SENIOR SERVICES	\$ 10,836.07
\$ 5,000.00	HANDICAPPED SERVICES	\$ 5,000.00
\$ 24,203.44	YOUTH SERVICES	\$ 24,203.44
\$ 10,000.00	TRANSPORTATION SERVICES	\$ 10,000.00
\$ 1,062.22	BATTERED & ABUSED SPOUSES	\$ 1,062.22
\$ 25,000.00	ABUSED & NEGLECTED CHILDREN	\$ 25,000.00
\$ 418.50	GENERAL ADMINISTRATION	\$ 418.50
\$ 480,212.00	TOTAL	\$480,212.00

THE PROPOSED AMENDMENT WILL **INCREASE** THE PARKS, RECREATIONAL FACILITIES LINE ITEM BY \$29,000.00 AND **ADD** TO THE EXISTING WORK PLAN: *THE DEVELOPMENT OF SOUTH TOWER PARK TO INCLUDE, BUT NOT LIMITED TO, PURCHASE OF PLAYGROUND EQUIPMENT, BENCHES, SHELTERS, CONSTRUCTION OF RESTROOM FACILITIES, A COMMUNITY RESOURCE CENTER, PARKING LOT, INSTALLATION OF SPRINKLER SYSTEM, AND OTHER RELATED PARK FACILITIES.*

THE PROPOSED AMENDMENT WILL **DECREASE** THE PUBLIC SERVICES LINE ITEM BY \$9,000.00 AND TRANSFER THE FUNDS INTO THE PARKS, RECREATIONAL FACILITIES LINE ITEM.

THE PROPOSED AMENDMENT WILL **DELETE** THE SIDEWALKS LINE ITEM AND TRANSFER FUNDS IN THE AMOUNT OF \$20,000.00 INTO THE PARKS, RECREATIONAL FACILITIES LINE ITEM.

EXISTING BUDGET	UCP YR 19 (2006) ACTIVITIES	PROPOSED BUDGET
\$ 50,000.00	PARKS, RECREATIONAL FACILITIES (+\$112,818.00)	\$162,818.00
\$ 126,159.00	STREET IMPROVEMENTS (+\$73,841.00)	\$200,000.00
\$ 136,159.00	SIDEWALKS (-\$136,159.00)	\$ 0.00
\$ 39,250.00	PUBLIC SERVICES (-\$32,500.00)	\$ 6,750.00
\$ 9,000.00	SENIOR SERVICES	\$ 9,000.00
\$ 42,075.00	YOUTH SERVICES	\$ 42,075.00
\$ 9,000.00	TRANSPORTATION SERVICES	\$ 9,000.00
\$ 13,500.00	BATTERED & ABUSED SPOUSES	\$ 13,500.00
\$ 6,750.00	CRIME AWARENESS	\$ 6,750.00
\$ 24,750.00	ABUSED & NEGLECTED CHILDREN	\$ 24,750.00
\$ 23,569.00	GENERAL ADMINISTRATION (-\$18,000.00)	\$ 5,569.00
\$ 480,212.00	TOTAL	\$480,212.00

THE PROPOSED AMENDMENT WILL **DELETE** THE SIDEWALKS LINE ITEM AND TRANSFER FUNDS IN THE AMOUNT OF \$136,159.00 INTO THE STREET IMPROVEMENT LINE ITEM AND PARKS, RECREATIONAL FACILITIES LINE ITEM.

THE PROPOSED AMENDMENT WILL **INCREASE** THE STREET IMPROVEMENT LINE ITEM BY \$73,841.00 AND **ADD** TO THE EXISTING STREET IMPROVEMENT WORK PLAN: *THE CONSTRUCTION OR RECONSTRUCTION OF STREETS AT EL JAY, MCCOLL ROAD, PRIMAVERA I, PRIMAVERA II, COUNTRY LIVING ESTATES, SOUTHSIDE VILLAGE, TINY ACRES, RANCHO ESCONDIDO, EL CHARRO, PENTECOSTLE, EL DORA GARDENS, LAS BRISAS, RSW, NORTH ALAMO VILLAGE, ANAYA ROAD, NORTHSIDE VILLAGE, MORNING SUN, VAL BAR ESTATES, ROADRUNNER II, RED BARN, CAMPO ALTO, LAS PALMAS, AND TIERRA BONITA TO INCLUDE, BUT NOT LIMITED TO, SIDEWALKS, DRAINAGE, CURB AND GUTTER AND OTHER RELATED APPURTENANCES.*

THE PROPOSED AMENDMENT WILL **REVISE** THE EXISTING PARKS, RECREATIONAL FACILITIES WORK PLAN AS FOLLOWS: 1) **INCREASE** FUNDS BY \$112,818.00 FOR THE COMPLETION OF THE WORK PLAN; 2) **ADD THE DEVELOPMENT OF SOUTH TOWER PARK TO INCLUDE, BUT NOT LIMITED TO, PURCHASE OF PLAYGROUND EQUIPMENT, BENCHES, SHELTERS, CONSTRUCTION OF RESTROOM FACILITIES, A COMMUNITY RESOURCE CENTER, PARKING LOT, INSTALLATION OF SPRINKLER SYSTEM, AND OTHER RELATED PARK FACILITIES.**

THE PROPOSED AMENDMENT WILL **DECREASE** THE PUBLIC SERVICE (GENERAL) LINE ITEM BY \$32,500.00 AND TRANSFER THE FUNDS INTO THE PARKS, RECREATIONAL FACILITIES LINE ITEM. FUNDING FOR THE COMMUNITY OUTREACH PROGRAM AND THE UPPER VALLEY COMMUNITY PARTNERS-RAINBOW ROOM WILL BE ELIMINATED.

THE PROPOSED AMENDMENT WILL **DECREASE** THE GENERAL ADMINISTRATION LINE ITEM BY \$18,000.00 AND TRANSFER FUNDS INTO THE PARKS, RECREATIONAL FACILITIES LINE ITEM.

ACCOMMODATIONS FOR INDIVIDUALS WITH HANDICAPS SHALL BE PROVIDED UPON REQUEST.

LAS PRESENTACIONES SE HARAN EN ESPANOL PARA AQUELLAS PERSONAS QUE ASI LO DESEEN.

FOR MORE INFORMATION, PLEASE COME BY OUR OFFICE OR CALL (956) 787-1891. WRITTEN COMMENTS CAN BE FORWARDED TO:

**COMMISSIONER HECTOR "TITO" PALACIOS
301 EAST STATE STREET
PHARR, TEXAS 78577**

AI-2723

10.E.

Amendment - Pct. # 3

CC REGULAR

Date: 03/08/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Agenda Item

CAPTION

1. Hold a Public Hearing to consider comments on a proposed budget and program amendment for Precinct No. 3 to increase funds by \$467,000.00 for Urban County Program Years (17 & 18) Water / Sewer Improvements line item and add the re-routing of waterlines project in the existing Year 19 (2006) work plan.

2. Consideration and approval for an amendment to the Precinct No. 3 CDBG budget and work plans as follows:

Hidalgo County Precinct No. 3 is requesting approval of a Budget & Program Amendment for Fiscal Years 17 & 18 (2004 & 2005) of Urban County Program Funds. The Budget & Program Amendment for Year 17 (2005) will create a Water/Sewer Improvements line item for the continued development of waterline re-routing on FM 1924 included in the Fiscal Year 19 (2006) work plan.

BACKGROUND

(See attachments)

Revenue & Expenditures

Attachments

Link: [Amendment](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/27/2007 04:25 PM	APRV
2	Sergio Cruz	Sergio Cruz	03/02/2007 09:29 AM	APRV
3	Purchasing Department	Marty Salazar	03/02/2007 01:05 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Estella Webber

Started On: 02/27/2007 03:46 PM

Final Approval Date:

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. 2.

Date: February 27, 2007

Meeting Date Request: March 6, 2007

Deadline for Action: March 6, 2007

Contact Person: Diana R. Serna

Department: Urban County Program

Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director 

Caption:

A: Hold a Public Hearing to consider comments on a proposed budget and program amendment for Precinct No. 3 to increase funds by \$486,000.00 for Urban County Program Years (17 & 18) Water/Sewer Improvements line item and add the re-routing of waterlines project in the existing Year 19 (2006) work plan.

B: Consideration and approval for an amendment to the Precinct No. 3 CDBG budget and work plans as follows:

Hidalgo County Precinct No. 3 is requesting approval of a Budget & Program Amendment for Fiscal Years 17 & 18 (2004 & 2005) of Urban County Program Funds. The Budget & Program Amendment for Year 17 (2005) will create a Water/Sewer Improvements line item for the continued development of waterline re-routing on FM 1924 included in the Fiscal Year 19(2006) work plan.

Background:

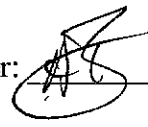
Hidalgo County Precinct No. 3 is requesting approval of Budget & Program amendment For Years 17 & 18 (2004 & 2005). A Public Hearing was held on March 6, 2007 at 9:30 a.m.

Hidalgo County Precinct No. 3 will enter into a loan agreement with the City of Granjeno and the City of Peñitas for the funding necessary for the completion of project. Funding will be added to the 2006 funds in the amount of \$1,079,667.30 for a total project amount of \$1,546,667.30.

Project Description: Re-routing existing waterlines, located at FM 1924 from SH 107 West to FM 492, FM 492 from FM 1924 at FM 492 East to FM 492, SH 495 underpass from 0.359 miles North of US 83 to 0.347 miles South of US 83 and Business 83 from US 83 from US 83 West near Peñitas to US 83 East at Inspiration Road, to accommodate a Texas Department of Transportation Street Improvement Project in the Precinct 3 area.

City of Granjeno (2005)	\$ 168,774.28
City of Granjeno (2004)	\$ 198,225.72
City of Peñitas (2005)	\$ 100,000.00
Total amendment	\$ 467,000.00
Precinct No. 3 (2006)	\$1,079,667.30
Complete Project Allocation:	\$1,546,667.30

Deputy Director: 

Manager: 

Finance: _____

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____

Dept./Fund No. _____ Amt. Expended: \$ _____ Funds/Staffing Budgeted: Yes: _____ No: _____

Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____.

**PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT 3
URBAN COUNTY PROGRAM
BUDGET / PROGRAM AMENDMENT**

IN COMPLIANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS, HIDALGO COUNTY PRECINCT NO. 3, WILL CONDUCT A PUBLIC HEARING TO SOLICIT INPUT FROM INTERESTED PARTIES ON THE CITY'S PROPOSED BUDGET / PROGRAM AMENDMENT TO ITS URBAN COUNTY PROGRAM YEAR 17 & 18 (2004 & 2005).

THE PUBLIC HEARING WILL BE HELD ON TUESDAY, MARCH 6, 2007 AT 9:30 A.M. AT THE HIDALGO COUNTY ADMINISTRATION BUILDING LOCATED AT 100 E. CANO, EDINBURG, TEXAS.

THE FOLLOWING IS THE PROPOSED BUDGET / PROGRAM AMENDMENT FOR YOUR CONSIDERATION:

EXISTING BUDGET	UCP YR 18 (2005) ACTIVITIES	PROPOSED BUDGET
\$ 192,146.55	Water/Sewer Improvements (Penitas)(-100,000.00)	\$ 92,146.55
\$ 370,212.00	Street Improvements	\$370,212.00
\$ 12,500.00	Public Services	\$ 12,500.00
\$ 45,000.00	Youth Services	\$ 45,000.00
\$ 25,000.00	Transportation Services	\$ 25,000.00
\$ 10,000.00	Battered and Abused Spouses	\$ 10,000.00
\$ 17,500.00	Abused and Neglected Children	\$ 17,580.00
\$ 0.00	Water/Sewer Improvement +(\$268,774.28)	\$ 268,774.28
<u>\$168,774.28</u>	<u>Water/sewer Improvement (Granjeno)-(168,774.28)</u>	<u>\$ 168,774.28</u>
\$841,132.83	TOTAL	\$841,132.83

The proposed budget and program amendment will **increase** the Water/Sewer Improvement line item, in the amount of \$268,774.28, to re-route existing waterlines, located at FM 1924 from SH 107 West to FM 492, FM 492 from FM 1924 at FM 492 East to FM 492, SH 495 underpass from 0.359 miles North of US 83 to 0.347 miles South of US 83 and Business 83 from US 83 West near Peñitas to US 83 East at Inspiration Road, to accommodate a Texas Department of Transportation Street Improvement Project in the Precinct 3 area. The City of Peñitas has approved the loan agreement in the amount of \$100,000.00 and the City of Granjeno has approved the loan agreement in the amount of \$168,774.28 for project funding.

EXISTING BUDGET	UCP YR 17 (2004) ACTIVITIES	PROPOSED BUDGET
\$ 198,225.72	Water/Sewer Improvements (Granjeno)-(\$198,225.72)	\$ 0.00
\$ 237,101.39	Water/Sewer Improvements (Pct. 3)+(\$198,225.72)	\$ 435,327.11
\$ 62,642.12	Water/Sewer Improvements (Palmview)	\$ 62,642.12
\$ 2,981.60	Water/Sewer Improvements (Sullivan City)	\$ 2,981.60
\$ 30,000.00	Water/Sewer Improvements (Colonia)	\$ 30,000.00
\$ 245,020.12	Street Improvements (Peñitas)	\$ 245,020.12
\$ 188,285.68	Street Improvements (Palmview)	\$ 188,285.68
\$ 375,405.90	Street Improvements (Pct. 3)	\$ 375,405.90
\$ 71,988.61	Public Services	\$ 71,988.61
\$ 17,367.71	Youth Services	\$ 17,367.71
\$ 14,991.08	Abused and Neglected Children	\$ 14,991.08
<u>\$ 12,300.00</u>	<u>Rehabilitation (Palmview)</u>	<u>\$ 12,300.00</u>
\$1,456,309.93	TOTAL	\$1,456,309.93

The proposed budget and program amendment will **increase** the Water/Sewer Improvement line item, in the amount of \$198,225.72, to re-route existing waterlines, located at FM 1924 from SH 107 West to FM 492, FM 492 from FM 1924 at FM 492 East to FM 492, SH 495 underpass from 0.359 miles North of US 83 to 0.347 miles South of US 83 and Business 83 from US 83 West near Peñitas to US 83 East at Inspiration Road, to accommodate a Texas Department of Transportation Street Improvement Project in the Precinct 3 area. The City of Granjeno has approved the loan agreement in the amount of \$198,225.72 for project funding.

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 205-7000. Written comments can be forwarded to:

**COMMISSIONER JOE M. FLORES
HIDALGO COUNTY PRECINCT NO. 3
724 N. BREYFOGLE
MISSION, TEXAS 78574**

OK
- AB
2/27/07

AI-2768

11.A.

Resolution

CC REGULAR

Date: 03/08/2007

Submitted By: Mari Gutierrez, COUNTY JUDGE

Department: COUNTY JUDGE

Agenda Item

CAPTION

Resolution honoring the Hidalgo County Head Start Program Father of the Year

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/01/2007 03:41 PM	APRV
2	Purchasing Department	Marty Salazar	03/01/2007 04:28 PM	APRV
3	Auditor's Office	Linda Fong	03/01/2007 04:55 PM	APRV
4	Court Administrator	Monica Badillo	03/02/2007 03:32 PM	APRV

Form Started By: Mari Gutierrez

Started On: 02/28/2007 04:06 PM

Final Approval Date: 03/02/2007

AI-2777

11.B.

Resolution

CC REGULAR

Date: 03/08/2007

Submitted By: Mari Gutierrez, COUNTY JUDGE

Department: COUNTY JUDGE

Agenda Item

CAPTION

Resolution approving an economic development agreement relating to the development and construction of a retail shopping center

BACKGROUND

Revenue & Expenditures

Attachments

Link: [resolution](#)

Link: [agreement](#)

Link: [exhibit 1](#)

Link: [exhibit 2](#)

Link: [exhibit d](#)

Link: [exhibit e](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/01/2007 04:41 PM	APRV
2	Purchasing Department	Marty Salazar	03/02/2007 01:34 PM	APRV
3	Auditor's Office			NEW
4	Court Administrator			

Form Started By: Mari Gutierrez

Started On: 02/28/2007 05:00 PM

Final Approval Date:

*RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT
AGREEMENT RELATING TO THE DEVELOPMENT AND
CONSTRUCTION OF A RETAIL SHOPPING CENTER*

WHEREAS, HIDALGO COUNTY, a political subdivision of the State of Texas (hereinafter referred to as the “County”) duly acting pursuant to the provisions of Chapter 311 of the Texas Tax Code, on the proposed creation of tax reinvestment zone by the City of Edinburg, Hidalgo County, Texas; and

WHEREAS, the City of Edinburg (the “City”) and the Edinburg Economic Development Corporation (the “EEDC”) have been informed by First Hartford Realty Corporation, a Delaware corporation, that it (or an entity to be created by and affiliated with First Hartford) desires to construct a retail shopping center containing at least 800,000 square feet in multiple buildings located on approximately 128 acres of land at the northeast corner of the intersection of Business U.S. 281 and Trenton Road in the City of Edinburg (collectively, the “Facility”); and

WHEREAS, First Hartford has advised the City and the EEDC that a significant contributing factor that would induce First Hartford to locate and construct the Facility in the City is the ability to obtain certain economic incentives that would assist First Hartford in being able to finance the Facility; and

WHEREAS, in order to set for the terms of an agreement between First Hartford and other local entities [including the County, City, EEDC, and the Texas Local Government Finance Corporation (a local government corporation created pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code)] which detail the obligations of the parties with respect to the development and construction of the Facility and the economic development incentives to be provided to assist with the financing of the Facility, the parties have negotiated an Economic Development Agreement, in substantial form attached hereto as Exhibit A (the “Economic Development Agreement”).

NOW, THEREFORE BE IT ORDERED that Hidalgo County shall enter in the “Economic Development Agreement” attached hereto as Exhibit A.

Passed, Approved, Adopted and Ordered, this the __ day of _____, 2007 by the Commissioners Court of Hidalgo County Texas.

JUAN D. SALINAS III
County Judge

SYLVIA S. HANDY
County Commissioner, Pct. 1

HECTOR “TITO” PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

OSCAR GARZA, JR.
County Commissioner, Pct. 4

ATTEST:

ARTURO GUAJARDO, JR.
County Clerk

ECONOMIC DEVELOPMENT AGREEMENT

By and Among

CITY OF EDINBURG, TEXAS,

HIDALGO COUNTY, TEXAS,

EDINBURG ECONOMIC DEVELOPMENT CORPORATION,

CITY OF EDINBURG, TEXAS LOCAL GOVERNMENT CORPORATION,

and

FIRST HARTFORD REALTY CORPORATION

Effective as of _____, 2007

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ECONOMIC DEVELOPMENT AGREEMENT

This **ECONOMIC DEVELOPMENT AGREEMENT** (this "**Agreement**") is entered into to be effective as of the ____ day of _____, 2007 (the "**Effective Date**"), by and among the **CITY OF EDINBURG, TEXAS** (the "**City**"), a home-rule municipality organized under the laws of the State of Texas, **HIDALGO COUNTY, TEXAS** (the "**County**"), the **EDINBURG ECONOMIC DEVELOPMENT CORPORATION**, a non-profit corporation created by the City and organized pursuant to Section 4A of the Development Corporation Act of 1979, - Article 5190.6, V.A.T.C.S. (the "**EEDC**"), the **CITY OF EDINBURG, TEXAS LOCAL GOVERNMENT CORPORATION**, a non-profit corporation organized under Subchapter D of Chapter 431 of the Texas Transportation Code (the "**LGC**") and **FIRST HARTFORD REALTY CORPORATION**, a Delaware corporation (the "**Developer**").

RECITALS

WHEREAS, the Developer desires to construct a retail shopping center containing at least 800,000 square feet in multiple buildings (collectively, the "**Facility**") on the site described on **Exhibit A** attached hereto (the "**Site**"); and

WHEREAS, based on similar retail projects, the Developer estimates that the Facility could employ up to 1,300 people; and

WHEREAS, the Developer has advised the City and the County that a contributing factor that would induce the Developer to develop the Facility would be the creation of a tax increment reinvestment zone to defray a portion of the costs to be incurred by the Developer as a consequence of developing and constructing the Facility; and

WHEREAS, under the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "**TIF Act**"), the City has the power to designate a reinvestment zone to promote development or redevelopment of property within the jurisdiction of the City; and

WHEREAS, under the TIF Act, the City has the power to utilize tax increment (as defined in the TIF Act) within the reinvestment zone to finance and refinance public works and public improvement projects; and

WHEREAS, the City Council of the City and the Commissioners Court of the County each has found and determined that by entering into this Agreement, the construction and acquisition of the Public Infrastructure (as hereinafter defined) will further the public interest and welfare, and the potential economic benefits that will accrue to the City and the County, respectively, under the terms and conditions of this Agreement which are consistent with the City's and County's economic development objectives; and

WHEREAS, the City and the County have further determined that development of the property within the TIF Zone (as hereinafter defined) will not occur solely through private investment in the reasonably foreseeable future and the property is predominately open and, because

of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City and the County; and

WHEREAS, under authority of Section 52-a of Article III of the Texas Constitution, the Texas Legislature enacted Chapter 380, Texas Local Government Code ("**Chapter 380**"), which provides that the governing body of a municipality may establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the City has taken all necessary legal action to adopt an economic development program in satisfaction of Chapter 380; and

WHEREAS, by the City Council's approval of this Agreement on behalf of the City, the City Council is affirming that the Facility qualifies under the City's economic development program established under Chapter 380, and the portion of this Agreement authorizing a Chapter 380 Grant is authorized pursuant to Section 380.001(a), Texas Local Government Code, as amended, and the City's Dedicated 1% Sales Tax Revenues (defined herein) granted to the Developer herein satisfy and comply in all respects with Section 380.001(b), Texas Local Government Code, as amended; and

WHEREAS, pursuant to the provisions of Section 4A of the Development Corporation Act of 1979, Article 5190.6, V.A.T.C.S., as amended (the "**Development Corporation Act**"), the City created the EEDC to act on behalf of the City to satisfy the public purposes set forth in Section 4A of the Act; and

WHEREAS, the City Council of the City called an election for the purpose of receiving authority to levy a sales and use tax for the benefit of the EEDC under authority of Section 4A of the Development Corporation Act; and

WHEREAS, at an election held on January 20, 1990, a majority of the citizens of the City voting at said election authorized the City to levy a sales and use tax on the receipts at retail of taxable items within the City at a rate of one-half of one percent to be used for improving and promoting industrial and economic development in accordance with Section 4A of the Development Corporation Act; and

WHEREAS, the Development Corporation Act authorizes the EEDC to finance "projects" which includes, among other things, "*expenditures found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises limited to streets and roads, rail spurs, water and sewer utilities, electric utilities, gas utilities, drainage, site improvements, and related improvements....*"; and

WHEREAS, pursuant to Subchapter D of Chapter 431, Texas Transportation Code, as amended, the LGC is authorized to accomplish any governmental purpose of the City; and

WHEREAS, the City created the LGC for the purpose of assisting the City with financing and constructing economic development projects within the City in order to promote economic development and to stimulate business and commercial activity in the City, all at the request of the City Council of the City; and

WHEREAS, by the City Council's approval of this Agreement on behalf of the City, the City Council has evidenced its desire for the LGC to assist the City with financing and constructing the Facility, including the Public Infrastructure, in order to promote economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City, the County, the LGC, the EEDC and the Developer desire to set forth in this Agreement the terms and conditions of the construction, development, and financing of the Facility on the Site and the related Public Infrastructure; and

WHEREAS, the parties recognize that all agreements of the parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

PURPOSE AND INTERPRETATION

SECTION 1.1 OBJECTIVES. The Developer is interested in developing a major retail project in the City, and has designated the Site as a potential location for such project. The City, the EEDC and the County believe that the development of the Facility at the Site will attract additional businesses, development, and investment in the City and the County. The City, the EEDC and the County recognize that development of the Facility at the Site will likely serve as an economic stimulus to this developing area, resulting in significant job growth and increased tax revenue for the City and the County. Consequently, the City and the County strongly favor the Developer's location of the Facility at the Site.

The parties acknowledge that the present infrastructure in the vicinity of the Site is underdeveloped and thus inefficient to support the anticipated development by the Developer. Following the development of the Facility at the Site, additional development by other businesses is anticipated to occur on the land surrounding the Site. The City shall form a Tax Increment Financing Reinvestment Zone, the boundaries of which will initially be established as depicted on

Exhibit B attached hereto (the "***TIF Zone***"). In order to encourage the Developer to locate the Facility at the Site and to make the area surrounding the Site more attractive to other businesses seeking to establish new facilities near the Site, the Developer has requested that the City, the EEDC and the County fund certain costs associated with the development of the Facility at the site as well as the related Public Infrastructure necessary to support the Site all as described in this Agreement.

SECTION 1.2 CONCEPT AND STRUCTURE. Development of the Facility will include the Public Infrastructure. Development of the Facility at the Site will result in increased property and sales tax revenues to the City, the EEDC, the County and other taxing units with jurisdiction at the Site. To accomplish the objectives listed above, the Developer will be responsible for the development and construction of the Facility at the Site and related Public Infrastructure. In return, (i) the LGC will reimburse the Developer for all or a portion of the costs of the Public Infrastructure from the issuance of Public Infrastructure Bonds (as defined herein) by the LGC, which Public Infrastructure Bonds shall be payable from TIF Revenues (as defined herein) which are generated in the TIF Zone, (ii) the City will reimburse the Developer for a portion of the costs of the Facility with a Chapter 380 Grant, and (iii) the EEDC will reimburse the Developer for a portion of the costs of the Facility with economic development grants (defined herein as "***EEDC Grants***"), all subject to the Developer's compliance with certain conditions. Subject to the terms of this Agreement, the City's, the County's, the LGC's and the EEDC's participation in financing the construction of Public Infrastructure and reimbursing the Developer for other Facility Costs will include the following components:

- (A) establishment of the TIF Zone in which the City and the County agree to participate (as more specifically described in Article IV hereof);
- (B) issuance by the LGC of Public Infrastructure Bonds secured by TIF Revenues for all or a portion of the costs of developing and constructing the Public Infrastructure, subject to the Developer's compliance with certain conditions (as more specifically described in Section 5.3 hereof);
- (C) the City's payments to reimburse the Developer for certain Facility Costs with a Chapter 380 Grant, subject to the Developer's compliance with certain conditions (as more specifically described in Section 5.4 hereof);
- (D) the EEDC's payments to reimburse the Developer for certain Facility Costs with EEDC Grants, subject to the Developer's compliance with certain conditions (as more specifically described in Section 5.5 hereof); and
- (E) the City's and the EEDC's commitment to prepare and submit documents to apply for economic development assistance if it is determined that the Project and the Developer are eligible to receive such assistance through the Texas Enterprise Zone Program (as more specifically described in Section 5.6 hereof).

SECTION 1.3 INTERPRETATION. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes plural number and vice versa;
- (b) reference to any Person includes such Person's successors and assigns, but if applicable, only if such successor and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes each other gender;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) reference in this Agreement to any article, section, appendix, annex, schedule, or exhibit means such article or section thereof or appendix, schedule or exhibit thereto;
- (f) each of the items or agreements identified on the attached Index of Exhibits is deemed part of this Agreement to the same extent as if set forth therein;
- (g) "hereunder", "hereof", "hereto", and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;
- (h) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;
- (i) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and
- (j) reference to any constitutional, statutory, or regulatory provision means such provision as it exists on the Effective Date and any amendatory provision thereof or supplemental provision thereto.

SECTION 1.4 ACCOUNTING TERMS. Unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made, in accordance with GAAP.

SECTION 1.5 LEGAL REPRESENTATION OF THE PARTIES. This Agreement was negotiated by the parties hereto with the benefits of legal representation and any rules of construction or

interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

[End of Article I]

ARTICLE II

DEFINITIONS

All capitalized terms used in this Agreement shall have the meanings ascribed to them in this Article II, or as otherwise provided herein.

"Actual Completion Date" means the date on which construction of all three phases of the Facility is complete and the entire Facility is available to be occupied by retail and commercial tenants.

"Actual Total Cost" means the actual total cost of developing and constructing the Facility and the related Public Infrastructure upon completion.

"Additional Funds" has the meaning assigned thereto in Section 5.8 of this Agreement.

"Affiliate" means any person, entity or group of persons or entities which controls the Developer, which the Developer controls or which is under common control with the Developer. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Economic Development Agreement by and among the City, the County, the LGC, the EEDC and the Developer.

"Annual Incentive Threshold" has the meaning assigned thereto in Section 5.5.3(a) of this Agreement.

"Bond Trustee" means any trustee for the Public Infrastructure Bonds, as designated in the indenture governing such Public Infrastructure Bonds.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"City" means the City of Edinburg, Texas.

"City Council" means the city council of the City.

"City Records" has the meaning assigned thereto in Section 5.4.5 of this Agreement.

"City's Chapter 380 Grant Reimbursement" has the meaning assigned thereto in Section 5.1(i)(B) of this Agreement.

"**City's Dedicated 1% Sales Tax Revenues**" has the meaning assigned thereto in Section 5.4.2 of this Agreement.

"**City's 1% Sales Tax**" has the meaning assigned thereto in Section 5.4.1 of this Agreement.

"**City's 1% Sales Tax Revenues**" has the meaning assigned thereto in Section 5.4.1 of this Agreement.

"**Closing Date**" means the date on which the Public Infrastructure Bonds are issued and delivered to the initial purchaser thereof.

"**Collateral Documents**" means all documents and agreements contemplated under or executed pursuant to or in connection with either (i) this Agreement, or (ii) the issuance of any Public Infrastructure Bonds.

"**Construction Indemnities**" has the meaning assigned thereto in Section 3.4.8 of this Agreement.

"**Construction Schedule**" means the schedule governing the construction of the Facility and the related Public Infrastructure as set forth on **Exhibit D** attached hereto.

"**Contractor**" has the meaning assigned thereto in Section 3.4.4.(a) of this Agreement.

"**County**" means Hidalgo County, Texas.

"**Damages**" has the meaning assigned thereto in Section 11.1 of this Agreement.

"**Developer**" means Parkade Center, Inc., a Texas corporation.

"**Developer Records**" has the meaning assigned thereto in Section 6.3 of this Agreement.

"**Developer Reimbursements**" has the meaning assigned thereto in Section 5.1 of this Agreement.

"**Development Corporation Act**" means the Development Corporation Act of 1979 (Article 5190.6, V.A.T.C.S.), as amended.

"**EEDC**" shall mean the **EDINBURG ECONOMIC DEVELOPMENT CORPORATION**, a nonprofit corporation created by the City pursuant to Section 4A of the Development Corporation Act.

"**EEDC Incentive Commitment**" has the meaning assigned thereto in Section 5.5.3(a) of this Agreement.

"EEDC Incentive Reimbursement" has the meaning assigned thereto in Section 5.1(ii) of this Agreement.

"EEDC Initial Commitment" has the meaning assigned thereto in Section 5.5.2 of this Agreement.

"EEDC Grants" means the economic development grants paid by the EEDC to the Developer pursuant to Section 5.5 of this Agreement.

"EEDC Records" has the meaning assigned thereto in Section 5.5.4 of this Agreement.

"EEDC Sales Tax" has the meaning assigned thereto in Section 5.5.1 of this Agreement.

"EEDC Sales Tax Revenues" has the meaning assigned thereto in Section 5.5.1 of this Agreement.

"Effective Date" means the date of this Agreement first above written.

"Environmental Regulation(s)" means any and all present and future laws, statutes, ordinances, rules, regulations and orders of any Governmental Agency having jurisdiction over the parties hereto or any portion of the Site and pertaining to the protection of human health, Hazardous Substances, pollution or the environment.

"Facility" has the meaning assigned thereto in the recitals to this Agreement.

"Facility Costs" has the meaning assigned thereto in Section 3.3.1 of this Agreement.

"Final Projected Completion Date" means March 31, 2012.

"Final Public Infrastructure Costs" has the meaning assigned thereto in Section 3.3.4 of this Agreement.

"First Phase Projected Completion Date" means March 31, 2010.

"Fiscal Year" means the successive twelve-month period designated by the EEDC as the fiscal year of the EEDC, which currently ends on September 30 of each calendar year.

"Force Majeure" means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

"Fundamental Breach" has the meaning assigned thereto in Section 8.1(b) of this Agreement.

"GAAP" means generally accepted accounting principles.

"Governmental Authorities" shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivision, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence.

"Governmental Licenses" has the meaning assigned thereto is Section 9.1.7 of this Agreement.

"Hazardous Substance" means any substance that is defined or listed as a hazardous or toxic substance and which is regulated as such or may form the basis of liability under any present or future Environmental Regulation, or that is otherwise prohibited or subject to investigation or remediation under any present or future Environmental Regulation because of its hazardous, toxic or dangerous properties, including, without limitation, (i) any substance that is a "hazardous substance" under CERCLA, and (ii) petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), only to the extent that the constituents of such synthetic gas are released or threatened to be released into the environment.

"Incentive Dedicated EEDC Sales Tax Revenues" has the meaning assigned thereto in Section 5.5.3(b) of this Agreement.

"Incentive Period" means the ten (10) year period of time commencing with the beginning of the first Fiscal Year after the EEDC Initial Commitment has been paid in full as described in Section 5.5.2 hereof and continuing for a maximum of ten (10) complete Fiscal Years.

"Indemnitees" has the meaning assigned thereto in Section 11.1 of this Agreement.

"Indemnitor" has the meaning assigned thereto in Section 3.4.8 of this Agreement.

"Initial Dedicated EEDC Sales Tax Revenues" has the meaning assigned thereto in Section 5.5.2 of this Agreement.

"Initial Local Reimbursements" has the meaning assigned thereto in Section 5.1(i) of this Agreement

"IRC" means the Internal Revenue Code of 1986, as amended.

"Liabilities" has the meaning assigned thereto in Section 3.4.8 of this Agreement.

"Local Government Corporation" or **"LGC"** shall mean the **CITY OF EDINBURG, TEXAS LOCAL GOVERNMENT FINANCE CORPORATION**, a non-profit corporation established by the City pursuant to Subchapter D of Chapter 431 of the Texas Transportation Code for the purpose of issuing the Public Infrastructure Bonds.

"Other Facility Costs" has the meaning assigned thereto in Section 3.3.2 of this Agreement.

"Person" shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body or government or other entity.

"Plans and Specifications" means the design and construction plans and specifications for the Facility and related Public Infrastructure as described in Section 3.4.3.

"Projected Budget" means the budget for development and construction of the Public Infrastructure to be constructed as a component of the Facility, which is attached hereto as **Exhibit C**.

"Public Infrastructure" means the streets, roads, water, wastewater and storm drainage, and other public works and public improvements necessary in connection with the Facility, together with other costs incidental to those improvements, as further shown on Exhibit F attached hereto.

"Public Infrastructure Bond Documents" means the Public Infrastructure Bond Indenture and all other documents related to the issuance of the Public Infrastructure Bonds.

"Public Infrastructure Bond Indenture" means the trust indenture governing the issuance of the Public Infrastructure Bonds, in form approved by the LGC.

"Public Infrastructure Bond Proceeds" means the proceeds from the Public Infrastructure Bonds.

"Public Infrastructure Bonds" means bonds or other obligations to be issued in one or more series pursuant to Section 5.3 of this Agreement.

"Public Infrastructure Contract" has the meaning assigned thereto in Section 3.4.4 of this Agreement.

"Public Infrastructure Costs" has the meaning assigned thereto in Section 3.3.2 of this Agreement.

"Public Infrastructure Reimbursement" has the meaning assigned thereto in Section 5.1(i)(A) of this Agreement.

"SARA" means the Superfund Amendments and Reauthorization Act of 1986.

"Second Phase Projected Completion Date" means March 31, 2011.

"Site" means the land on which the Facility will be constructed, as described on **Exhibit A** attached hereto.

"State" means the State of Texas.

"State Economic Development Assistance" has the meaning assigned thereto in Section 5.6 of this Agreement.

"Subcontractors" has the meaning assigned thereto in Section 3.4.7 of this Agreement.

"Tax Increment" has the meaning assigned to it in Section 311.012 of the TIF Act.

"Tax Increment Fund" means the tax increment fund required to be established by the City in connection with the creation of the TIF Zone pursuant to Section 311.004 of the TIF Act.

"Termination Date" means the termination date of this Agreement, as defined in Section 8.2 of this Agreement.

"Texas Enterprise Zone Program" means the economic development program offered through the State of Texas as described in, and in accordance with, Chapter 2303, Texas Government Code, as amended, and Title 10, Part 5, Chapter 176 of the Texas Administrative Code.

"TIF Act" means Chapter 311, Texas Tax Code, as amended.

"TIF Revenues" has the meaning assigned thereto in Section 4.2 of this Agreement.

"TIF Term" has the meaning assigned thereto in Section 4.2 of this Agreement.

"TIF Zone" means the geographic area adjacent to and including the Site described by metes and bounds in **Exhibit B** hereto, to be designated by the City as a reinvestment zone eligible for tax increment financing under Section 311.003 of the TIF Act pursuant to Article IV of this Agreement.

"Tri-Party Agreement" means the agreement among the City, the LGC and the TIF Zone with respect to the administration of TIF Revenues and the development of the Public Infrastructure within the TIF Zone.

[End of Article II]

ARTICLE III

DEVELOPMENT AND OPERATION OF THE FACILITY

SECTION 3.1 OVERVIEW. Subject to the terms and conditions set forth in this Agreement, (a) the Developer shall acquire the Site and develop and construct the Facility on the Site and related Public Infrastructure as contemplated in this Article III, which will be financed in accordance with Article V, and (b) the Public Infrastructure will be conveyed to the City following completion in accordance with Section 3.5.

SECTION 3.2. PUBLIC INFRASTRUCTURE. The City, the LGC and the Developer agree that the Public Infrastructure will be owned by the City or the LGC for the benefit of and use by the general public, and shall be operated in accordance with State law and the rules, regulations and policies of the City for the benefit of the general public. During development and construction, the Developer shall keep separate records and accountings for the portion of the Facility designated as the Public Infrastructure. To the extent feasible, the construction contracts for the Public Infrastructure will be structured in order to avoid the payment of sales taxes on the cost of the materials used in construction of the Public Infrastructure.

SECTION 3.3. PROJECTED BUDGET.

SECTION 3.3.1. FACILITY COSTS. The "*Facility Costs*" shall include the following:

- (a) costs of design and construction of the Facility and related Public Infrastructure in accordance with the Plans and Specifications, including without limitation costs of preparing the Site for construction and costs of all work undertaken because of environmental considerations, including monitoring air and water quality;
- (b) costs of the services of an architect and general contractors;
- (c) reasonable costs of legal counsel of the LGC, the City, the County, the EEDC and the Developer with respect to the negotiation and consummation of this Agreement and the Collateral Documents and representation of the LGC, the City, the EEDC, the County and the Developer in all other matters relating to the Facility;
- (d) reasonable fees and expenses of agencies having jurisdiction over the financing of the Facility and related Public Infrastructure, financial advisors, financial printers, bond counsel, legal counsel, underwriters, escrow agents, trustees and other persons incurred in connection with obtaining financings contemplated in this Agreement;

(e) costs of acquisition of the Site, including title work, surveys, inspections, engineering reports, legal fees and expenses;

(f) costs of furnishing and equipping the Facility in accordance with the Plans and Specifications;

(g) without limitation, any other costs related to the development and construction of the Facility; and

(h) any reasonable costs incurred by the Developer, the City, the County, the EEDC or the LGC prior to the Effective Date of this Agreement.

SECTION 3.3.2. PUBLIC INFRASTRUCTURE COSTS AND OTHER FACILITY COSTS.

The Developer has proposed and the City and LGC hereby approve an estimated budget (a copy of which is attached hereto as ***Exhibit C***) (the "***Projected Budget***") for the Public Infrastructure to be constructed as a component of the Facility in accordance with the Plans and Specifications (projected as of the Effective Date of this Agreement). The portion of the Facility Costs for construction and development of the Public Infrastructure are collectively referred to herein as the "***Public Infrastructure Costs***." All Facility Costs other than the Public Infrastructure Costs are collectively referred to herein as the "***Other Facility Costs***." The Developer shall provide the LGC with an updated budget if any changes are made to the Public Infrastructure Costs shown in the Projected Budget or any subsequent updated budget.

SECTION 3.4. DEVELOPMENT AND CONSTRUCTION REMEDIES.

SECTION 3.4.1. DEVELOPER'S RESPONSIBILITIES. The Developer shall, at its cost and expense, (i) acquire the Site, and (ii) cause the Facility and related Public Infrastructure to be constructed and developed as contemplated in this Agreement. The Developer shall proceed diligently with construction of the Facility and related Public Infrastructure pursuant to the Construction Schedule and shall use reasonable efforts to cause construction to be completed so that the three phases of the Facility described in Exhibit E, and related Public Infrastructure, are available to be occupied by retail and commercial tenants and open for business to the public no later than the respective Projected Completion Dates described in Section 6.1 hereof, subject only to delays caused by Force Majeure events.

SECTION 3.4.2. COMPLIANCE WITH LAW BY DEVELOPER. The Developer shall conduct all its activities in compliance with all applicable laws, ordinances, rules and regulations of any Governmental Authority, including without limitation all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood disaster and environmental protection laws. The Developer shall, or shall cause the architect, the general contractors and the subcontractors to, obtain all necessary permits, licenses, and approvals to construct the Facility and related Public Infrastructure in accordance with the Plans and Specifications, and shall provide copies thereof to the LGC. The City hereby agrees to waive, to the extent it legally may, all fees or related expenses for

any permits, licences or approvals that must be obtained from the City in connection with the construction and operation of the Facility and related Public Infrastructure.

SECTION 3.4.3. DESIGN AND CONSTRUCTION OF THE FACILITY. The Facility and related Public Infrastructure shall be designed, constructed and equipped in accordance with the Plans and Specifications, which will be prepared by or under the direction of the Developer and the form of which will be mutually agreed upon in writing by the Developer and the LGC and approved within one hundred twenty (120) days after the Effective Date of this Agreement, which approval shall not be unreasonably withheld. Unless otherwise required by law, rule, regulation or interpretation by an agency of the State, the Developer will not be required to bid construction contracts for the Facility and related Public Infrastructure in accordance with the statutory provisions governing the competitive bidding of construction projects by the LGC. The Developer agrees to provide a copy to the City of all documents which it is providing to the LGC in accordance with the terms set for in this Section 3.4.3.

SECTION 3.4.4. OBLIGATIONS SPECIFIC TO THE PUBLIC INFRASTRUCTURE.

(a) *Contract for Public Infrastructure.* The Developer will enter into a contract or contracts with third party contractors (each a "**Contractor**") to outline and oversee all work on the construction of the Public Infrastructure (each a "**Public Infrastructure Contract**"). The Public Infrastructure Contracts (i) may be separate from contracts that the Developer executes for construction of the portions of the Facility that are not Public Infrastructure, or (ii) may be contained in contracts for construction of the entire Facility (including Public Infrastructure) so long as such contracts contain appropriate terms requiring all parties to maintain separate records and accounting for construction of (A) the Public Infrastructure and (B) the other portions of the Facility. All Public Infrastructure Contracts must meet the requirements of this Agreement specifically including, without limitation, those of Section 3.4.6, 3.4.7, and 3.4.8.

(b) *Management of Construction of the Public Infrastructure.* The Developer shall perform the usual and necessary management services incident to projects of the nature and scope of the construction and installation of the Public Infrastructure. The Developer shall thoroughly inspect the work of all Contractors and all subcontractors undertaking work on the Public Infrastructure. In addition, the Developer shall strive to fully and completely settle, by litigation or otherwise, any claims of any Contractor or subcontractor relating to or arising out of the construction and/or installation of the Public Infrastructure or performance or non-performance under any Public Infrastructure Contract without involving the LGC.

(c) *Monthly Certificates Related to Public Infrastructure.* During construction and until the Actual Completion Date, the Developer shall submit monthly certificates, signed by an officer or appointed agent of the Developer and

any applicable general contractor, to the LGC that state, as of a date certain: (i) the specific work on the Public Infrastructure that has been completed since the last monthly report; (ii) the amount of money that the Developer has paid for completion of such work and that the Developer intends to claim as a Public Infrastructure Cost; and (iii) the Developer's calculation of the estimated cost remaining to complete the development and construction of the Public Infrastructure. Upon receipt of any such certificate, the LGC shall have five (5) calendar days to notify the Developer in writing of any objection that the LGC may have as to the amount of money that the Developer has paid or as to the Developer's calculation of the estimated cost remaining to complete the construction and installation of the Public Infrastructure. The grounds for any such objection shall be limited, respectively, to a good faith determination by the LGC that the amount of money paid by or on behalf of the Developer is not sufficiently supported by a respective Public Infrastructure Contract or does not otherwise qualify as a Public Infrastructure Cost under this Agreement. If the Developer disagrees with such objection, the LGC and the Developer shall diligently work in good faith to resolve the dispute.

SECTION 3.4.5. REVIEW BY LGC. The LGC and any authorized designee (which may include representatives of the City) shall have the right to review and inspect the design and construction of the Public Infrastructure in order to make sure that such construction is performed and completed in accordance with the Plans and Specifications. The Developer shall provide access to the Site for the LGC and any authorized designee to undertake such reviews and inspections. If the LGC, in its reasonable discretion, determines in good faith that the design and/or the construction of the Public Infrastructure is not being performed in any material respect substantially in accordance with the Plans and Specifications, then the LGC, after consulting with the Developer (except in the case of an emergency as determined by the LGC), shall have the right to deliver written notice thereto to the Developer, in which event the Developer shall promptly cause each deficiency to be corrected in all material respects in conformity with the Plans and Specifications except in the case of deficiencies with respect to which the Developer and the LGC have agreed in writing either that the deficiency requires no corrective action or that the deficiency may be corrected over time in accordance with a specific corrective action. In the event that the Developer breaches its covenant in the immediately preceding sentence, then the LGC shall have the right to (A) take any and all actions to remedy such breach, (B) issue written instructions to the architect, the general contractors, and any other person or entity performing design and/or construction work for the Public Infrastructure to cease construction until such deficiencies are corrected, (C) obtain appropriate injunctive relief to prohibit the Developer, the architect, the general contractors, and any other person or entity performing design and/or construction work for the Public Infrastructure from proceeding with construction until such deficiencies are corrected, and/or (D) suspend the issuance of Public Infrastructure Bonds to provide the Public Infrastructure Reimbursement.

SECTION 3.4.6. INSURANCE REQUIREMENTS. The Developer shall ensure that the general contractors and architect shall, at their sole expense, maintain in effect at all times

during the full term of the construction of the Facility, insurance coverages substantially consistent with that required by the Developer on other similar projects with insurers licenced to do business in the State of Texas and reasonably acceptable to the LGC and the Developer. Such insurance shall be written on forms of policies reasonably satisfactory to the LGC and the Developer.

SECTION 3.4.7. RELEASE AND WAIVER. General contractors and all subcontractors ("**Subcontractors**"), including without limitation all Contractors, architects and engineers, shall release, and shall cause their insurers to release, the City, the LGC, the Developer, and other Construction Indemnitees from any and all claims or causes of action whatsoever which they or their insurers might otherwise possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance, including the deductible portion thereof, maintained and/or required to be maintained pursuant to this Agreement, the construction contract, the architect agreement, or any other contract or subcontract, except to the extent such claims or causes of action arise from or are attributed to the sole or concurrent negligence of any Construction Indemnatee.

SECTION 3.4.8. INDEMNITY. The Developer shall ensure that an indemnity provision substantially in the form of the following is incorporated in the construction contracts, including without limitation all Public Infrastructure Contracts, the architect agreement, and all other contracts and subcontracts, as applicable.

"To the fullest extent permitted by applicable law, **Contractors, Architect, Subcontractors ("Indemnitor")** shall indemnify, protect, defend and hold harmless the **LGC**, the **City**, the **EEDC**, and each of their respective agents, employees, affiliated companies, successor and assigns (collectively, "**Construction Indemnities**") for, from and against all liabilities, claims, damages, fines, penalties, losses, liens, causes of action, costs, and expenses (including court costs, attorney's fees and costs of investigation) of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (1) the services or work performed thereunder, (2) this Agreement, or (3) any act or omission of Indemnitor, anyone directly or indirectly employed by Indemnitor, or anyone that the Indemnitor controls or exercises control over (collectively, "**Liabilities**"). Indemnitor shall promptly advise [the **LGC**] and [the **Developer**] in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Indemnitor, at its expense, shall assume on behalf of [the **LGC**] and [the **Developer**] (and the other Construction Indemnitees) and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to [the **LGC**] and [the **Developer**]; provided, however, that [the **LGC**] and [the **Developer**] shall each have the right, at their option, to be represented therein by advisory counsel of their own selection and at their own expense. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, worker's compensation acts, disability benefit acts or other employee's benefit acts.

SECTION 3.5. CONVEYANCE OF PUBLIC INFRASTRUCTURE. After the Developer has completed the Public Infrastructure, the Developer shall convey and the City shall accept dedication of the Public Infrastructure. Upon such dedication and acceptance, the City shall be responsible for maintaining the Public Infrastructure in a manner consistent with similar infrastructure maintained by the City outside of the TIF Zone. The amount of the Public Infrastructure to be built by the Developer and dedicated to the City shall be limited in accordance with the projects set forth in the Projected Budget. In the event that the costs of the Public Infrastructure exceeds the amount set forth in the Projected Budget, any excess costs shall be paid by the Developer.

[End of Article III]

ARTICLE IV

TIF ZONE FORMATION

SECTION 4.1. TIF ZONE FORMATION. The City will use its reasonable best efforts consistent with applicable law to form a Tax Increment Financing Reinvestment Zone in accordance with Section 311.005(a)(2) of the TIF Act covering the area described in **Exhibit B** hereto at the earliest practical date. The City and the County shall participate in the TIF Zone. The parties understand and agree that the Edinburg Consolidated Independent School District, the Hidalgo County Drainage District No. 1, and the South Texas Community College District will not participate in the TIF Zone. The City and the County shall contribute into the Tax Increment Fund the following percentages of their respective Tax Increment related to the TIF Zone until the expiration of the TIF Zone:

<u>City</u>	<u>County</u>
100%	____ %

SECTION 4.2. TIF TERM AND USE OF TIF REVENUES. The City anticipates paying to the LGC monies on deposit in the Tax Increment Fund ("***TIF Revenues***") for the purpose of discharging obligations arising out of the Public Infrastructure Bonds for which the TIF Revenues have been pledged and other costs, expenses and obligations incurred by the TIF Zone, the LGC and/or the City under the terms of the Tri-Party Agreement. Unless earlier terminated pursuant to this Agreement, the term of the TIF Zone (the "***TIF Term***") will expire upon the earlier of (i) the date on which all Public Infrastructure Bonds have been paid or defeased and are no longer outstanding, or (ii) thirty (30) years from the effective date of the City ordinance creating the TIF Zone. If at the expiration of the TIF Term TIF Revenues exist which are not required to be paid toward satisfaction of the Public Infrastructure Bonds or other unpaid expenses related to the TIF Zone, such remaining TIF Revenues will be distributed into the general funds of the City and the County in the proportion of each unit's contributions to the TIF Zone for the tax year most recently ended.

[End of Article IV]

ARTICLE V

FINANCING AND DEVELOPER REIMBURSEMENTS

SECTION 5.1. COST OF CONSTRUCTION; POTENTIAL REIMBURSEMENTS. The Developer shall be responsible for, and shall finance, all costs of development and construction of the Facility and related Public Infrastructure, including without limitation all Facility Costs; provided, however, the Developer shall be eligible to be reimbursed for up to **\$17,250,000** of the Facility Costs (the "**Maximum Reimbursement**") but only upon compliance with the terms of this Agreement. The components of the Maximum Reimbursement include the following:

- (i) an aggregate amount of **\$12,000,000** (the "**Initial Local Reimbursements**") to be derived from the following sources:
 - (A) an amount equal to the lesser of (1) **\$8,000,000**, and (2) the actual amount of Public Infrastructure Costs expended by the Developer, subject to submission of evidence required by Section 5.6.3(b) hereof and to adjustment as provided in Section 6.2 below (as adjusted, if any, the "**Public Infrastructure Reimbursement**"), to be paid solely with proceeds of Public Infrastructure Bonds as described in Section 5.3 below;
 - (B) an amount equal to the difference between **\$8,000,000** and the Public Infrastructure Reimbursement (the "**City's Chapter 380 Grant Reimbursement**"), to be paid by the City solely with the City's Dedicated 1% Sales Tax Revenues in accordance with the terms set forth in Section 5.4 hereof; and
 - (C) **\$4,000,000** of costs for site improvements to be paid by the EEDC solely with proceeds from EEDC Grants as described in Section 5.5.2 below.
- (ii) an amount not to exceed **\$4,000,000** (subject to adjustment as provided in Section 6.2 below) of costs for additional site improvements (defined in Section 5.5.3 below as the "**EEDC Incentive Reimbursement**") to be paid solely from EEDC Grants and only upon satisfaction of the conditions described in Section 5.5.3 below; and
- (iii) an amount the Developer may be eligible to receive as State Economic Development Assistance through the Texas Enterprise Zone Program, currently estimated to be equal to a maximum of **\$1,250,000**, as further described in Section 5.6 below.

The Initial Local Reimbursements and the EEDC Incentive Reimbursement will be funded solely from, and only to the extent generated by, the sources described in this Article, and in no event shall any other funds of the City, the County, the EEDC or the LGC be available to be used to fund such Reimbursements. State Economic Development Assistance provided through the Texas Enterprise

Zone Program, if any, shall be funded solely by the State of Texas, and no funds of the City, the County, the EEDC or the LGC shall be used to fund such Assistance.

SECTION 5.2. SEPARATE OBLIGATIONS OF THE DEVELOPER. The payment of all indebtedness and obligations incurred by the Developer in connection with the development and construction of the Facility and related Public Infrastructure and the operation of the Facility shall be solely the obligations of the Developer. The City, the County, the EEDC and the LGC shall not be obligated to pay any indebtedness or obligations of the Developer and shall only be obligated to reimburse the Developer for a portion of the funds for the Facility Costs in accordance with the terms and conditions of this Agreement.

SECTION 5.3. PUBLIC INFRASTRUCTURE BONDS.

SECTION 5.3.1. ISSUANCE OF PUBLIC INFRASTRUCTURE BONDS. Upon satisfying all conditions set forth in Section 5.3.3 hereof, the LGC will use its reasonable best efforts to issue a series of revenue bonds ("**Public Infrastructure Bonds**") after the completion of each phase of the Facility as shown in Exhibit E. Each of the three series of Public Infrastructure Bonds anticipated to be issued by the LGC shall be issued in the principal amount sufficient to (i) reimburse the Developer for the lesser of (A) the total Public Infrastructure Reimbursement shown in the Projected Budget to be expended at the Facility, and (B) the actual costs expended by the Developer for Public Infrastructure Costs prior to the issuance of such series of Public Infrastructure Bonds which have not previously been reimbursed to the Developer with proceeds of a series of Public Infrastructure Bonds, plus (ii) an amount, if any, required to fund capitalized interest for such series and for the period of time recommended by the LGC's financial advisor (but in no event longer than one year following completion of the Facility), plus (iii) an amount required to fund a debt service reserve fund (but not in excess of the maximum annual principal and interest payments on such series of the Public Infrastructure Bonds), and plus (iv) an amount sufficient to pay cost of issuance. The specific terms of each series of Public Infrastructure Bonds shall be approved by the LGC and shall be, subject to then prevailing market conditions and application laws, payable annually over not more than twenty (20) years, all of which will be set forth in greater detail in the Public Infrastructure Bond Documents. Each series of Public Infrastructure Bonds will be secured by a parity pledge of the TIF Revenues, and no funds of the City, the County or the EEDC will be available to be used to pay the Public Infrastructure Bonds. Notwithstanding the foregoing, in the event all Public Infrastructure Costs have been incurred by the Developer prior to the beginning of the second or third phase of construction of the Facility and the total Public Infrastructure Reimbursement has been fully satisfied with the issuance of previously issued Public Infrastructure Bonds, no Public Infrastructure Bonds would be issued after the second or third phase of construction, as appropriate.

SECTION 5.3.2. GENERAL ISSUANCE PROVISIONS. Each series of Public Infrastructure Bonds will be issued, to the extent permitted by applicable law, as tax-exempt obligations as described in Section 103 of the IRC; however, it is possible that not all of the

improvements that comprise Public Infrastructure Improvements will qualify to be financed with tax-exempt obligations under Section 103 of the IRC. If the LGC is unable to obtain an opinion of nationally recognized bond counsel that Public Infrastructure Bonds in any series are tax-exempt obligations under Section 103 of the IRC, the LGC reserves the right to issue such series of Public Infrastructure Bonds as taxable obligations. The LGC shall use its reasonable best efforts to obtain a tax-exempt opinion and hereby acknowledges that the law firm of McCall, Parkhurst & Horton L.L.P. is considered a nationally recognized bond counsel that could, in their sole discretion, provide such an opinion. The parties agree that all revenues pledged to the repayment of the Public Infrastructure Bonds shall be transferred to a Trustee to be named in, and will be utilized in accordance with the terms of, the Public Infrastructure Bond Indenture, including the payment of debt service on each series of Public Infrastructure Bonds when due. Each series of Public Infrastructure Bonds (i) will be special, limited obligations of the LGC, (ii) will be non-recourse (no personal liability) to the City, the EEDC, the County or the LGC or their respective members, directors, officers, employees and agents, and (iii) will never be secured by or payable from the general credit or taxing power of the City, the County, the EEDC or the LGC.

SECTION 5.3.3. CONDITIONS TO THE OBLIGATIONS OF THE LGC TO ISSUE PUBLIC INFRASTRUCTURE BONDS. The LGC shall have no duty or obligation to issue any series of Public Infrastructure Bonds unless and until the following conditions have either been satisfied or waived in writing by the LGC:

(a) Completion of Respective Phase of Facility. The first, second and/or final phase of the Facility (as shown in Exhibit E), respectively, shall have been completed and available for occupancy by retail and commercial tenants for at least three months.

(b) Evidence of Public Infrastructure Costs. The Developer shall have submitted documentation reasonably acceptable to the LGC demonstrating that the Developer has properly constructed and installed all or a portion of the Public Infrastructure for which it is requesting reimbursement and has incurred Public Infrastructure Costs in an amount at least equal to the amount eligible to be reimbursed with such series of Public Infrastructure Bonds (as described in clause (i) of Section 5.3.1 above).

(c) Cash Flow Projection. The LGC has received a cash flow projection from the LGC's financial advisor or a financial consulting firm selected by the LGC which reasonably demonstrates that the TIF Zone is expected to generate TIF Revenues in an amount at least equal to 135% of the average principal and interest on such series of Public Infrastructure Bonds and all other series of Public Infrastructure Bonds then outstanding.

(d) Representations and Warranties; Performance of Obligations.

(1) The representations and warranties of the Developer set forth in this Agreement and in each certificate, agreement, document or instrument delivered pursuant hereto on or before the Closing Date or in connection with the transactions contemplated hereby on the Closing Date shall be true and correct in all material respects on the date of this Agreement and on the Closing Date as though made on and as of such Closing Date; and

(2) The Developer shall have timely performed in all material respects all of the covenants, agreements and obligations hereunder to be performed by the Developer on or prior to the Closing Date, and shall not be in material default under this Agreement or any Collateral Document delivered pursuant hereto on or before the Closing Date.

(e) Terms Satisfactory. The form and terms of such series of Public Infrastructure Bonds and the Collateral Documents shall have been approved by the Board of Directors of the LGC in accordance with Texas law, and all necessary documents shall have been executed by the respective parties.

(f) Permits. All approvals, consents and permits from the Attorney General of the State of Texas and other government agencies shall have been obtained as required by law to issue such series of Public Infrastructure Bonds.

(g) Legal Opinions. The LGC's Bond Counsel and the Developer's legal counsel shall have delivered to the LGC and the Developer legal opinions containing such opinions and being in such form as the LGC and the Developer may reasonably request.

(h) Other Matters. The Developer shall have delivered to the LGC, in form and substance satisfactory to the LGC, such certificates and other evidence as the LGC may reasonably request to confirm the satisfaction of the conditions contained in this Section 5.3 which are within the control of the Developer.

(i) No Material Adverse Change. Since the Effective Date of this Agreement, no material adverse change shall have occurred in the financial condition, assets, liabilities or business prospects of the Developer.

(j) No Injunction or Restraints. There shall be no temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition questioning this Agreement or any obligation contained herein or preventing the collection and payment to the LGC of the revenues to be pledged as security for the Public Infrastructure Bonds or interfering with the use thereof by the LGC.

SECTION 5.4. CITY'S CHAPTER 380 GRANT REIMBURSEMENT.

SECTION 5.4.1 CITY'S 1% SALES TAX AND CITY'S 1% SALES TAX REVENUES. The City represents that the current aggregate sales and use tax rate in the City as of the Effective Date is eight and one-quarter percent (8.25%), of which one percent (1%) is imposed by the City pursuant to Section 321.103 and 321.104, Texas Tax Code, and is herein referred to as the "***City's 1% Sales Tax.***" Revenues derived from the City's 1% Sales Tax (the "***City's 1% Sales Tax Revenues***") are available to be used to make grants of public money to promote local economic development and stimulate business and commercial activity in the City in accordance with Chapter 380.

SECTION 5.4.2. PAYMENT OF CITY'S CHAPTER 380 GRANT REIMBURSEMENT. The City hereby agrees to provide the Developer an aggregate amount equal to the City's Chapter 380 Grant Reimbursement (as determined in accordance with Section 5.1(i)(B) above) to reimburse the Developer for improvements related to the Facility. The City's Chapter 380 Grant Reimbursement shall be derived solely from fifty percent (50%) of the City's 1% Sales Tax Revenues collected and received by the City from the area within the TIF Zone, but minus any expenses incurred by the City in connection with the collection of such Sales Tax Revenues (the "***City's Dedicated 1% Sales Tax Revenues***"). In no event shall the City be obligated to pay, nor shall the City pay, the City's Chapter 380 Grant Reimbursement from any of the City's 1% Sales Tax Revenues collected and received from areas outside of the TIF Zone. The City will provide for the payment of the City's Chapter 380 Grant Reimbursement to be made pursuant to this Section 5.4 by establishing a separate fund, including subaccounts if necessary, or a subaccount of any existing fund or account in the City treasury into which the City's Dedicated Sales Tax Revenues shall be deposited. The City shall pay to the Developer on or before each March 31 and September 30 in an amount equal to the City's Dedicated 1% Sales Tax Revenues received by the City during the preceding six month period, respectively, until such time as the total of the City's Dedicated 1% Sales Tax Revenues provided to the Developer equal the City's Chapter 380 Grant Reimbursement.

SECTION 5.4.3. LIMITATION OF SOURCE OF PAYMENT. The obligation of the City to pay the City's Chapter 380 Grant Reimbursement is limited to the City's Dedicated 1% Sales Tax Revenues as described in this Section 5.4. This Agreement shall create no obligation of the City which is payable from taxes or other moneys of the City other than the City's Dedicated 1% Sales Tax Revenues which are actually collected by the City.

SECTION 5.4.4. AUDITS OF CITY RECORDS. The City agrees that the Developer will have the right to audit the financial and business records of the City that relate to the collection and receipt of City's 1% Sales Tax Revenues collected from within the TIF Zone (collectively "***City Records***") at any time in order to determine compliance with this Section 5.4. The City shall make all City Records available to the Developer at its offices located in the City during normal business hours upon reasonable advance notice by the Developer and shall otherwise cooperate fully with the Developer during any audit.

SECTION 5.5. EEDC GRANTS.

SECTION 5.5.1 EEDC SALES TAX AND EEDC SALES TAX REVENUES. The City and the EEDC represent that the current aggregate sales and use tax rate in the City as of the Effective Date is eight and one-quarter percent (8.25%), of which one-half percent (½%) is imposed by the City for the benefit of the EEDC pursuant to Section 4A of the Development Corporation Act and is herein referred to as the "***EEDC Sales Tax.***" Revenues derived from the EEDC Sales Tax (the "***EEDC Sales Tax Revenues***") are periodically transferred by the City to the EEDC for use by the EEDC in accordance with Section 4A of the Development Corporation Act.

SECTION 5.5.2. EEDC INITIAL COMMITMENT. (a) The EEDC hereby agrees to provide the Developer an aggregate amount equal to ***\$4,000,000*** (the "***EEDC Initial Commitment***") to reimburse the Developer for site improvements related to the Facility. The EEDC Initial Commitment shall be paid in the form of economic development grants ("the ***EEDC Grants***") derived solely from one hundred percent (100%) of the EEDC Sales Tax Revenues collected and received by the EEDC from the area within the TIF Zone (the "***Initial Dedicated EEDC Sales Tax Revenues***"). In no event shall the EEDC be obligated to pay, nor shall the EEDC pay, the EEDC Initial Commitment from any EEDC Sales Tax Revenues collected and received from areas outside of the TIF Zone. The EEDC will provide for the payment of the EEDC Initial Commitment to be made pursuant to this Section 5.5.2 by establishing a separate fund, including subaccounts if necessary, or a subaccount of any existing fund or account in the EEDC treasury into which the Initial Dedicated EEDC Sales Tax Revenues shall be deposited. The EEDC Grants to satisfy the EEDC Initial Commitment shall be paid to the Developer on or before each March 31 and September 30 in an amount equal to the Initial Dedicated EEDC Sales Tax Revenues received by the EEDC during the preceding six month period, respectively, until such time as the total EEDC Grants provided to the Developer equal the EEDC Initial Commitment.

(b) As evidenced by its execution of this Agreement, the Board of Directors of the EEDC has found that the EEDC Grants being provided to pay the EEDC Initial Commitment for the purpose of reimbursing the Developer for site improvements related to the Facility in accordance with the terms of this Section are expenditures which are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises within the City.

SECTION 5.5.3. EEDC INCENTIVE COMMITMENT.

(a) *Amount and Purpose of Incentive Commitment.* In the event that the amount of EEDC Sales Tax Revenues collected and received by the EEDC from the area within the TIF Zone during any Fiscal Year exceeds ***\$800,000*** (the "***Annual Incentive Threshold***") during the Incentive Period, the EEDC hereby agrees to provide the Developer an additional amount up to a maximum of ***\$4,000,000***, subject

to adjustment as provided in Section 6.2 below (as adjusted, if any, the "**EEDC Incentive Commitment**"), to reimburse the Developer for the cost of additional site improvements related to the Facility which were not previously reimbursed with the EEDC Initial Commitment.

(b) Payment of Incentive Commitment. The EEDC Incentive Commitment shall be paid in the form of EEDC Grants derived solely from fifty percent (50%) of the EEDC Sales Tax Revenues collected and received by the EEDC from the area within the TIF Zone during a Fiscal Year (the "**Incentive Dedicated EEDC Sales Tax Revenues**"). In no event shall the EEDC be obligated to pay, nor shall the EEDC pay, the EEDC Incentive Commitment from any EEDC Sales Tax Revenues collected and received from areas outside of the TIF Zone. If the total EEDC Sales Tax Revenues collected and received by the EEDC from the area within the TIF Zone during a Fiscal Year within the Incentive Period exceeds the Annual Incentive Threshold, the EEDC shall pay to the Developer an EEDC Grant within 120 days following the end of such Fiscal Year in an amount equal to the lesser of (i) Incentive Dedicated EEDC Sales Tax Revenues received by the EEDC during such Fiscal Year, and (ii) the unpaid EEDC Incentive Commitment. In no event shall the EEDC be obligated to pay, nor shall the EEDC pay, an EEDC Grant from Incentive Dedicated EEDC Sales Tax Revenues collected and received during a Fiscal Year within the Incentive Period to satisfy the EEDC Incentive Commitment if the total EEDC Sales Tax Revenues collected and received by the EEDC from the area within the TIF Zone during such Fiscal Year did not exceed the Annual Incentive Threshold.

(c) Findings. As evidenced by its execution of this Agreement, the Board of Directors of the EEDC has found that the EEDC Grants being provided to pay the EEDC Incentive Commitment for the purpose of reimbursing the Developer for additional site improvements related to the Facility in accordance with the terms of this Section are expenditures which are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises within the City.

SECTION 5.5.4. AUDITS OF EEDC RECORDS. The EEDC agrees that the Developer will have the right to audit the financial and business records of the EEDC that relate to the collection and receipt of EEDC Sales Tax Revenues collected from within the TIF Zone (collectively "**EEDC Records**") at any time in order to determine compliance with this Section 5.5. The EEDC shall make all EEDC Records available to the Developer at its offices located in the City during normal business hours upon reasonable advance notice by the Developer and shall otherwise cooperate fully with the Developer during any audit.

SECTION 5.6. SUBMISSION OF TEXAS ENTERPRISE ZONE PROGRAM APPLICATION. The City and the EEDC will cooperate with the Developer to determine whether the Developer and the Facility are eligible to receive economic development assistance through the Texas Enterprise Zone Program in accordance with Chapter 2303, Texas Government Code, as amended, and Title 10, Part

5, Chapter 176 of the Texas Administrative Code (the "***State Economic Development Assistance***"). If the Developer and the Facility are determined to be eligible to receive the State Economic Development Assistance, the City and the EEDC will use their best efforts to prepare and submit required documentation to nominate the Developer and the Facility for such Assistance as required by law.

SECTION 5.7. COOPERATION OF PARTIES TO DETERMINE SALES TAXES COLLECTED WITHIN THE TIF ZONE. As provided in this Article V, payment of the City's Chapter 380 Grant Reimbursement, the EEDC's Initial Commitment and the EEDC's Incentive Commitment are to be derived solely from sales and use taxes collected from businesses located within the TIF Zone, and in no event shall the City or the EEDC be obligated to pay, nor shall the City or the EEDC pay, such amounts to the Developer from any sales tax revenues collected and received from areas outside of the TIF Zone. In order to assure all parties that only sales tax revenues collected within the TIF Zone are used to pay the City's Chapter 380 Grant Reimbursement, the EEDC's Initial Commitment and the EEDC's Incentive Commitment, the City, the EEDC and the Developer shall cooperate with each other, and shall work with the Comptroller of Public Accounts of the State of Texas, to develop a reporting method which will enable the City, the EEDC and the Developer to determine the amount of the City's 1% Sales Tax Revenues and the EEDC's Sales Tax Revenues which are actually collected solely within the TIF Zone. In the event the City, the EEDC and the Developer are unable to develop with the Comptroller a sales tax reporting method mutually satisfactory to such parties to accomplish the intent of this Section, the Developer shall make a good faith effort to provide the City and the EEDC, not less frequently than quarterly, evidence reasonably satisfactory to the City and the EEDC of the sales tax collections actually paid to the Comptroller from tenants within the Facility, and such evidence shall be the basis for calculating the amount of reimbursements due to the Developer from the City's Chapter 380 Grant Reimbursement (payable from the City's 1% Dedicated Sales Tax Revenues), the EEDC's Initial Commitment (payable from the Initial Dedicated EEDC Sales Tax Revenues) and the EEDC's Incentive Commitment (payable from the Incentive Dedicated EEDC Sales Tax Revenues).

SECTION 5.8. RIGHT TO OFFSET CERTAIN INITIAL LOCAL REIMBURSEMENTS AND EEDC'S INCENTIVE COMMITMENT WITH OTHER SOURCES OF FUNDS. The City and the EEDC may seek, but are not required to seek, additional sources of funds, other than those described in this Agreement, to reimburse the Developer for a portion of the Facility Costs ("***Additional Funds***"). Notwithstanding anything to the contrary set forth in this Agreement, in the event the City or the EEDC obtains Additional Funds and such Additional Funds are actually received and delivered to the Developer prior to the time the Developer has received all funds from the City's Chapter 380 Grant Reimbursement and the EEDC Initial Commitment, the amount of the City's Chapter 380 Grant Reimbursement and the EEDC's Initial Commitment owed to the Developer shall be reduced (pro rata between the City and the EEDC) by an amount equal to the amount of Additional Funds actually received and paid to the Developer. Similarly, notwithstanding anything to the contrary set forth in this Agreement, in the event the City or the EEDC obtains Additional Funds and such Additional Funds are actually received and delivered to the Developer after the time the Developer has received all funds from the City's Chapter 380 Grant Reimbursement and the EEDC Initial Commitment but before the time the Developer has received all funds from the EEDC's Incentive

Commitment, the amount of the EEDC's Incentive Commitment owed to the Developer shall be reduced by an amount equal to the amount of Additional Funds actually received and paid to the Developer.

[End of Article V]

ARTICLE VI

OTHER DEVELOPER OBLIGATIONS

SECTION 6.1. COMPLETION OF THE FACILITY. The Developer shall use reasonable best efforts to cause construction of the Facility and related Public Infrastructure to be completed so that (i) the first phase of the Facility (as shown in **Exhibit E**) is available to be occupied by retail and commercial tenants no later than the First Phase Projected Completion Date, (ii) the second phase of the Facility (as shown in **Exhibit E**) is available to be occupied by retail and commercial tenants by no later than the Second Phase Projected Completion Date, and (iii) the third phase of the facility (as shown in **Exhibit E**) is available to be occupied by retail and commercial tenants by no later than the Final Completion Date. Each of the three Projected Completion Dates described in the preceding sentence shall be extended on a day for day basis for delays caused by (i) Force Majeure events, and (ii) the City's or the County's failure to approve any necessary plans or grant any necessary permits requested by the Developer on or before 120 days from the Effective Date of this Agreement.

SECTION 6.2 ADJUSTMENTS FOR DELAY. In the event that the Developer fails to cause the first, second and/or third phase of the Facility (as shown in **Exhibit E**) to be available to be occupied by retail and commercial tenants on or before the First Phase Projected Completion Date, the Second Phase Projected Completion Date, or the Final Projected Completion date as required by Section 6.1 above, and in the event that such failure is due in no part to actions by the City, the EEDC, the County or LGC, then the Public Infrastructure Reimbursement described in Section 5.1 above to be reimbursed with proceeds from a series of Public Infrastructure Bonds, or the maximum EEDC Incentive Reimbursement described in Section 5.5.3 above if the Public Infrastructure Reimbursement has been paid in full, shall be reduced by an amount equal to \$5,500.00 multiplied by the number of days after the respective Projected Completion Date that the respective phase of the Facility is actually available to be occupied by retail and commercial tenants and open for business. In the event that a portion, but not all, of a phase is actually available to be occupied by retail and commercial tenants and open for business on or before the First Phase Projected Completion Date, the Second Phase Projected Completion Date, or the Final Projected Completion date as required by Section 6.1 above, as applicable, the reduction in the Public Infrastructure Reimbursement or the EEDC Incentive Reimbursement shall be pro rated by the percentage of the Facility that was actually available to be occupied by retail and commercial tenants and open for business on or before the respective Completion Date.

SECTION 6.3. AUDITS OF DEVELOPER RECORDS. The Developer agrees that the City, the EEDC and the LGC will have the right to audit the financial and business records of the Developer (and its Affiliates) that relate to the Site and the Facility (collectively "***Developer Records***") at any time in order to determine compliance with this Agreement. To the extent reasonably possible, the Developer shall make all Developer Records available to the City, the EEDC and the LGC in electronic form or otherwise available to be accessed through the internet following reasonable advance notice by the City, the EEDC and the LGC. The Developer also shall make all Developer Records available to the City, the EEDC and the LGC at the Developer's home office following

reasonable advance notice by the City, the EEDC and the LGC and shall otherwise cooperate fully with the City and the LGC during any audit.

[End of Article VI]

ARTICLE VII

OTHER CITY, COUNTY, AND LGC OBLIGATIONS

SECTION 7.1. FAST-TRACK DEVELOPMENT APPROVALS. The City, the County and the LGC will use all reasonable efforts to expedite the processes of establishing the TIF Zone, authorizing the Public Infrastructure Bonds, and obtaining any necessary rights of way or easements for the infrastructure as required by this Agreement.

[End of Article VII]

ARTICLE VIII

TERMINATION

SECTION 8.1. TERMINATION. This Agreement may be terminated for any of the following reasons:

(a) By Mutual Consent. By the mutual consent of the City, the County, the EEDC, the LGC and the Developer.

(b) By City, EEDC, County or LGC. By the City, the EEDC, the County or the LGC after compliance with the procedures set forth in Section 8.4 hereof, if Developer commits a breach under Section 9.1.2 which is not cured in a timely manner (a "**Fundamental Breach**").

(c) By Developer. By the Developer (i) after compliance with the procedures set forth in Section 8.5, if (A) any of the City's, the EEDC's, the County's or the LGC's representations or warranties contained in this Agreement is, or becomes, untrue in any material respect, or (B) the City, the EEDC, the County or the LGC has failed to perform any of their respective covenants contained in this Agreement.

(d) Other. Any party may terminate this Agreement at any time after the later to occur of (i) the repayment in full of all outstanding Public Infrastructure Bonds, (ii) the payment in full of the EEDC Initial Commitment, and (iii) the earlier of (A) the payment in full of the EEDC Incentive Commitment, and (B) the expiration of the Incentive Period.

SECTION 8.2. TERMINATION DATE. The date of termination of this Agreement (the "**Termination Date**") shall mean the date on which this Agreement is terminated for any of the reasons listed in Section 8.1 of this Agreement.

SECTION 8.3. NOTICE OF PROBLEMS. Each party will promptly give written notice to the other parties when it becomes aware of the occurrence or failure to occur, or the impending or threatened occurrence or failure to occur, of any fact or event that would cause or constitute, or would be likely to cause or constitute, (a) any of its representations or warranties contained in this Agreement being or becoming untrue or (b) its failure to perform any of its covenants contained in this Agreement. No such notice shall affect the representations or warranties, covenants or conditions of the parties hereunder, or prevent any party from relying on the representations or warranties contained herein.

SECTION 8.4. CITY, COUNTY, EEDC AND LGC TERMINATION PROCEDURE. If the City, the EEDC, the County or the LGC discovers, by reason of a notice given pursuant to this Agreement or otherwise of any Fundamental Breach, then the City, the EEDC, the County or the LGC may deliver a written notice to the Developer of such Fundamental Breach, specifying the factual basis therefore in reasonable detail. A copy of said notice shall be delivered promptly to the other parties.

The Developer shall have the right to cure any matter set forth in such notice within thirty (30) days following the date such notice is received or such additional time thereafter as is reasonably necessary in order to cure the breach provided Developer diligently pursues the cure during such additional time. Upon such notice and the Developer's failure to timely cure, the City, the EEDC, the County or the LGC may terminate this Agreement by delivering written notice of termination to the parties which will be effective no less than ten (10) days after receipt of such notice by the Developer. A copy of said notice shall be delivered promptly to the other parties.

SECTION 8.5. DEVELOPER'S TERMINATION PROCEDURE. If the Developer discovers, by reason of a notice given pursuant to this Agreement or otherwise, that (i) any of the City's, the EEDC's, the County's or the LGC's representations or warranties are or have become untrue in any material respect, or (ii) the City, the EEDC, the County or the LGC has failed to perform any of its covenants contained in this Agreement in any material respect, then the Developer may deliver a notice to the City, the EEDC, the County and the LGC of such event, specifying the factual basis therefor in reasonable detail. A copy of said notice shall be delivered promptly to the other parties. The City, the EEDC, the County or the LGC shall have the right to cure any matter set forth in such notice within thirty (30) days following the date such notice is received. Upon such notice and failure by the City, the EEDC, County or LGC to timely cure, the Developer may terminate this Agreement by delivering written notice of termination to the City, the EEDC, the County and the LGC which will be effective no less than 10 days after receipt of such notice by the City, the EEDC, the County and the LGC. A copy of said notice shall be delivered promptly to the City, the EEDC and the County.

SECTION 8.6. EFFECT OF TERMINATION. Upon the termination of this Agreement pursuant to this Article VIII, (i) neither the City, the EEDC, the County, the LGC nor the Developer shall have any further duties, obligations or liabilities under this Agreement except for the indemnification and hold harmless agreements set forth herein and (ii) all costs and expenses incurred by the Developer, the City, the EEDC, the County or the LGC, respectively, in connection with this Agreement and the transactions contemplated hereby, including, but not limited to, the costs of the development and construction of the Facility and related Public Infrastructure, shall be borne by the party incurring such costs and expenses. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement after any Public Infrastructure Bonds have been issued shall not impact or avoid in any way the obligations of the LGC with respect to such Public Infrastructure Bonds.

[End of Article VIII]

ARTICLE IX

COVENANTS

SECTION 9.1. COVENANTS OF DEVELOPER. From the Effective Date of this Agreement until the later to occur of (i) the Termination Date, and (ii) the date on which all Public Infrastructure Bonds are paid in full and the City's Chapter 380 Grant Reimbursement, the EEDC Initial Commitment and the EEDC Incentive Commitment are fully funded to Developer (unless the Incentive Period has expired prior to fully funding the EEDC Incentive Commitment), unless the Developer shall otherwise consent in writing:

SECTION 9.1.1. COMPLIANCE CERTIFICATE. Upon written request of the City given no more frequently than annually, the Developer shall deliver to the City a certificate executed by the principal financial officer of the Developer stating that a review of the activities of the Developer during such period has been made under his supervision and that to the best of his knowledge and belief after reasonable and due investigation, (i) the Developer has observed, performed and fulfilled each and every obligation and covenant contained in this Agreement and in each of the Collateral Documents or, if there is any exception to the foregoing, specifying the nature and status thereof; and (ii) there exists no event of default or potential default under this Agreement or any of the Collateral Documents as of the date of such certificate or, if any such event shall have occurred, specifying the nature and status thereof.

SECTION 9.1.2. OPERATION OF FACILITY. For a period of not less than five (5) years after the opening of the Facility, the Facility shall at all times (except reasonable periods of closure and repair or reconstruction due to a Force Majeure event) following completion of construction and initially opening for business, be operated, maintained and managed directly by the Developer or any successor as a retail shopping center in a first class manner, consistent with the operation and management for other similar facilities, and in compliance with all applicable laws. For a period of not less than five (5) years after the opening of the third and final phase of the Facility, the Developer shall use reasonable best efforts to keep in effect at all time all permits, licenses and contractual arrangements as may be necessary to meet the standard of operation described in the foregoing sentence.

SECTION 9.1.3. BUSINESS OF THE DEVELOPER. The Developer shall conduct all operations within the Site in compliance with all federal and state laws and City ordinances.

SECTION 9.1.4. COMPLIANCE WITH LAWS. The Developer shall timely comply in all material respects with all laws, issuances, rules and regulations of any governmental authority applicable to the Developer, including, without limitation, all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood disaster and environmental protection laws affecting the Facility or the Site, and, upon the request of the City, deliver to the City evidence thereof.

SECTION 9.1.5. INSPECTION OF BOOKS AND RECORDS. The Developer shall at all times keep complete and accurate books and records and accounts of their transactions, in accordance with GAAP, and permit any representative of the City, the EEDC, the County or the LGC designated in writing, at all reasonable times and with then (10) days prior notice, to examine and copy the books and records of the Developer pertaining to the operation of the Facility relating to gross revenues, expenditures, employment data, all contracts, statements, invoices, bills, and claims for labor, material, services supplied for the construction, maintenance, operation and repair of the Facility and the Site, and all other Records.

SECTION 9.1.6. MODIFICATION, AMENDMENT OR TERMINATION OF THE COLLATERAL DOCUMENTS. The Developer shall not modify, amend or terminate any of the Collateral Documents, or any of the other contracts or agreements concerning the construction or development of the Facility that are hereafter approved by the City and the LGC without the prior written consent of the City or the LGC and which consent shall not be unreasonably withheld or delayed.

SECTION 9.1.7. GOVERNMENTAL LICENSES. On the date each phase of the Facility is available to be leased to retail and commercial tenants, the Developer shall have all material governmental licenses, permits, approvals, authorizations, exemptions, classifications and certificates including, without limitation, all federal, state and local regulatory agency approvals and registrations (collectively, the "***Governmental Licenses***") necessary to operate the Facility on the Site, and there shall not exist under any Governmental License any default or violation, or event which, with notice or lapse of time or both, would constitute a default or violation, nor shall there be any basis for the assertion of the foregoing.

SECTION 9.2. COVENANTS OF THE CITY, COUNTY, EEDC AND LGC. From the Effective Date of this Agreement until the later to occur of (i) the Termination Date, and (ii) the date on which all Public Infrastructure Bonds are paid in full and the City's Chapter 380 Grant Reimbursement, the EEDC Initial Commitment and the EEDC Incentive Commitment are fully funded to Developer (unless the Incentive Period has expired prior to fully funding the EEDC Incentive Commitment), unless the Developer shall otherwise consent in writing:

SECTION 9.2.1. ORGANIZATION. The LGC shall not change, and the City will not permit the LGC to change, its organizational documents in any manner that would materially adversely affect the Facility or the Developer.

SECTION 9.2.2. PLEDGE OF PLEDGED REVENUES. The LGC shall pledge all TIF Revenues received from the City and the County for the payment of principal of and interest on the Public Infrastructure Bonds.

SECTION 9.2.3. FUNDING OF EEDC GRANTS. The EEDC shall consider the funding of the EEDC Grants described in this Agreement in conjunction with the annual preparation of its budget.

SECTION 9.3. FURTHER ACTIONS. The City, the EEDC, the County, the LGC and the Developer will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions.

[End of Article IX]

ARTICLE X

REPRESENTATIONS AND WARRANTIES

SECTION 10.1. REPRESENTATIONS AND WARRANTIES OF DEVELOPER. The Developer represents and warrants to the City, the EEDC, the LGC and the County, as of the Effective Date and any Closing Date, as follows:

SECTION 10.1.1. ORGANIZATION. The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and authorized to do business in the State of Texas. The business which the Developer carries on and which it proposes to carry on any lawfully be conducted by the Developer. The Developer is or as of the Closing Date will be duly authorized to conduct business as a corporation in , and is in good standing under the laws of the State of Texas, and each other jurisdiction in which the nature of its properties or its activities requires such authorization.

SECTION 10.1.2. AUTHORITY. The execution, delivery and performance by the Developer of this Agreement and the Collateral Documents to which the Developer may be a party are within the Developer's powers and have been duly authorized by all necessary action of the Developer.

SECTION 10.1.3. NO CONFLICTS. Neither the execution and delivery of this Agreement or the Collateral Documents to which the Developer may be a party, nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene the organizational documents of the Developer or any provision of law, statute, rule or regulation to which the Developer is subject or any judgment, decree, license, order or permit applicable to the Developer, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the Developer pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the Developer is a party or, to the knowledge of the Developer, by which the Developer is bound, or to which the Developer is subject.

SECTION 10.1.4. NO CONSENTS. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution, delivery and performance by the Deliver of this Agreement, the Collateral Documents to which the Developer may be a party or the consummation of the transactions contemplated hereby or thereby.

SECTION 10.1.5. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms except as limited by applicable relief, liquidation, conservatorship,

bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 10.1.6. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of the Developer threatened against or affecting the Developer or any subsidiaries of the Developer, questioning the validity or any action taken or to be taken by the Developer in connection with the execution, delivery and performance by the Developer of this Agreement or the Collateral Documents to which the Developer may be a party or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the Developer hereof or thereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Developer to perform, its obligations under this Agreement or the Collateral Documents to which the Developer may be a party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted (including the operation of the Facility).

SECTION 10.1.7. NO DEFAULTS. The Developer is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the Developer is a party or by which the Developer or any of its property is bound that would have any material adverse effect on the Developer's ability to perform under this Agreement or the Collateral Documents to which the Developer is a party.

SECTION 10.1.8. FULL DISCLOSURE. Neither this Agreement nor any schedule or exhibit attached thereto in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

SECTION 10.1.9. NECESSARY CONSENT. The Developer acknowledges that neither the City, the EEDC, the County nor the LGC is committed or obligated to pay any expenditure incurred with respect to the construction of the Facility and related Public Infrastructure except as specifically provided in this Agreement.

SECTION 10.1.10. ENVIRONMENTAL CONDITION; INDEMNIFICATION.

(a) Except as set forth on Exhibit G attached hereto, to the actual knowledge of the Developer, (i) the Facility and the Site are now and at all times hereafter will continue to be in material compliance with all Environmental Regulations, including, but not limited to, CERCLA and SARA, and (ii) as of the date hereof, there are no Hazardous Substances (including without limitation, any materials containing asbestos) located on, in or under the Facility or the Site or used in connection

therewith (except as may be necessary in connection with any normal and customary use of the Facility, which the Developer warrants will be stored, handled, used and disposed of properly and in accordance with applicable law). The Developer covenants and agrees that it will promptly notify the City and the LGC of (i) any material change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Facility or the Site or used in connection therewith and (ii) any material spill, emission, release, discharge, disposal, leakage or dumping of any hazardous materials, substances or wastes onto, in or from the Facility or the Site which is not in compliance with applicable federal, state and local environmental laws and regulations, and will transmit to the City and the LGC copies of any citations, orders, notices or other materials, substances, wastes or other environmentally regulated substances affecting the Facility or the Site.

(b) The Developer will indemnify and hold the Indemnitees harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against the Indemnitees as a direct or indirect result of any warranty or representation made by the Developer in Section 10.1.10 (a) of this Agreement being false or untrue in any material respect, or any requirements under any law, regulation or ordinance, local, state or federal, which requires the elimination or removal of any hazardous materials substances, wastes or other environmentally regulated substances by the Developer, or any of the Indemnitees or the breach of any covenant of the Developer contained in Section 10.1.10 (a) of this Agreement.

(c) This Section 10.1.10 will survive the termination of this Agreement.

SECTION 10.2. REPRESENTATION AND WARRANTIES OF THE CITY, THE EEDC, THE COUNTY, AND LGC. The City, the EEDC, the County, and the LGC severally represent and warrant to the Developer, as of the Effective Date and any Closing Date, as follows:

SECTION 10.2.1. AUTHORITY. The execution, delivery and performance by the City, the EEDC, the County and the LGC of this Agreement and the Collateral Documents to which they are a party are within their respective powers and have been duly authorized by all necessary action.

SECTION 10.2.2. NO CONFLICTS. Neither the execution and delivery of this Agreement or the Collateral Documents, nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene the governing documents of the City, the EEDC, the County and the LGC or any provision of law, statute, rule or regulation to which the City, the EEDC, the County or the LGC to their knowledge is subject or any judgment, decree, license, order or permit applicable to the City, the EEDC, the County or the LGC, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions

or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the City, the EEDC, the County or the LGC pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the City, the EEDC, the County or the LGC is a party or by which the City, the EEDC, the County or the LGC are bound, or to which the City, the EEDC, the County or the LGC is subject.

SECTION 10.2.3. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the City, the EEDC, the County and the LGC, enforceable against the City, the EEDC, the County and the LGC in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 10.2.4. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the knowledge of the City, the EEDC, the County or the LGC threatened against or affecting the City, the County, the EEDC or the LGC, threatened against or affecting the City, the EEDC, the County or the LGC, questioning the validity of any proceedings taken or to be taken by the City, the EEDC, the County and the LGC in connection with the execution, delivery and performance by the City, the EEDC, the County and the LGC of this Agreement or the Collateral Documents to which they are a party or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the City, the EEDC, the County or the LGC hereof or thereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the City, the EEDC, the County and LGC to perform, their respective obligations under this Agreement or the Collateral Documents to which they are a party.

SECTION 10.2.5. NO DEFAULTS. The City, the EEDC, the County, and the LGC are not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the City, the EEDC, the County or the LGC is a party or by which the City, the EEDC, the County or the LGC are bound that would have any material adverse effect on the City's, the EEDC's, the County's or the LGC's ability to perform under this Agreement or the Collateral Documents to which they are a party.

[End of Article X]

ARTICLE XI

INDEMNIFICATION AND INSURANCE

SECTION 11.1. INDEMNITY. The Developer shall indemnify and hold harmless the LGC, the LGC's officers, directors, employees, and agents, the City and the City's council members, employees and agents, the County and the County's commissioners, employees and agents, the EEDC and the EEDC's officers, directors, employees and agents and any Bond Trustee (collectively, the "**Indemnatee**" or "**Indemnitees**") from any and all damages, losses, liabilities (joint or several), payments, obligations, penalties, claims, litigation, demands, defenses, judgements, suites, proceedings, costs, disbursements or expenses (including, without limitation, fees, disbursements and reasonable expenses of attorney's, accountants and other professional advisors and of expert witnesses and costs of investigation and preparation) of any kind or nature whatsoever (collectively, the "**Damages**"), directly or indirectly resulting from , relating to or arising out of:

(a) the construction, development, maintenance or operation of the Site, the Facility, or the business of the Developer other than Public Infrastructure and other parts of the Site dedicated to the City, EEDC, the County or the LGC;

(b) the formation, organization and operation of the Developer;

(c) any breach of or inaccuracy in any representation or warranty of the Developer contained in this Agreement or any of the Collateral Documents;

(d) any breach or non-performance, partial or total, by the Developer of any covenant or agreement of the Developer contained in this Agreement or in the Collateral Documents;
or

(e) any actual or threatened violation of or non-compliance with, or remedial obligation arising under, any federal or state environmental laws arising from any event, condition, circumstance, activity, practice, incident, action or plan relating in any way to the Site, the Facility, or the business of the Developer.

SECTION 11.2. INDEMNIFICATION PROCEDURES. In case any claim shall be brought or, to the knowledge of any Indemnatee, threatened against any Indemnatee in respect of which indemnity may be sought against the Developer, such Indemnified Party shall promptly notify the Developer in writing; provided, however, that any failure so to notify shall not relieve the Developer of its obligations under this Article XII. The Developer shall have the right to assume the investigation and defense of all claims, including the employment of counsel and the payment of all expenses. Each Indemnatee shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnatee unless (i) the employment of such counsel has been specifically authorized by the Developer, in writing, or (ii) the Developer has failed after receipt of notice of such claim to assume the defense and to employ counsel. Each Indemnatee shall cooperate with the Developer in the

defense of any action or claim. The Developer shall not be liable for any settlement of any action or claim without the Developer's consent but, if any such action or claim is settled with the consent of the Developer or there be final judgment for the plaintiff in any such action or with respect to any such claim, the Developer shall indemnify and hold harmless the Indemnitees from and against any Damages by reason of such settlement or judgment as provided in Section 11.1 of this Agreement.

[End of Article XI]

ARTICLE XII

MISCELLANEOUS

SECTION 12.1. ARTICLE, SECTION OR OTHER HEADINGS. Article or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 12.2. ENTIRE AGREEMENT. This Agreement and the Collateral Documents contain the entire agreement between the parties with respect to the transactions contemplated herein.

SECTION 12.3. AMENDMENT. This Agreement may only be amended, altered, or revoked by written instrument signed by all parties.

SECTION 12.4. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Except as specifically provided herein, this Agreement and the Collateral Documents are not assignable without the prior written permission of the other parties thereto.

SECTION 12.5. WAIVER. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

SECTION 12.6. REMEDIES. Upon breach of any of the covenants contained in Article IX or the representations and warranties contained in Article X, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages.

SECTION 12.7. NOTICES. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

DEVELOPER:

First Hartford Realty Corporation
149 Colonial Road
P.O. Box 1270
Manchester, Connecticut 06045-1270
Attn: _____
Telephone: (860) 646-6555
Facsimile: (860) 646-8572

With a copy to:

Attn:_____
Telephone:_____
Facsimile:_____

CITY:

City of Edinburg, Texas
P.O. Box 1079
210 W. McIntyre
Edinburg, Texas 78540
Attn: City Manager
Telephone: (956) 383-5661
Facsimile: (956) 383-7111

EEDC:

Edinburg Economic Development Corporation
602-B West University
Edinburg, Texas 78539
Attn: Executive Director
Telephone: (956) 383-7124
Facsimile: (956) 380-2738

COUNTY:

Hidalgo County
100 N. Closner Boulevard
Edinburg, Texas 78539
Attn: County Judge
Telephone: (956) 318-2600
Facsimile: (956) 318-2699

With a copy to:

Attn:_____
Telephone:_____
Facsimile:_____

LGC

City of Edinburg, Texas Local Government
Finance Corporation
P.O. Box 1079
210 W. McIntyre
Edinburg, Texas 78540
Attn: City Manager
Telephone: (956) 383-5661
Facsimile: (956) 383-7111

SECTION 12.8. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

SECTION 12.9. SEVERABILITY. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

SECTION 12.10. NO THIRD-PARTY BENEFICIARIES. The City, EEDC, the County, the LGC and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City, the EEDC, the County, the LGC, and the Developer or permitted successors or assignees of such parties, except that the indemnification and hold harmless obligations by the Developer provided for in this Agreement shall inure to the benefit of the Indemnitees.

SECTION 12.11. NO JOINT VENTURE. Nothing contained in this Agreement or the Collateral Documents is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION 12.12. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

[End of Article XII]

EXECUTED to be effective as of the Effective Date.

**FIRST HARTFORD REALTY
CORPORATION,**
a Delaware corporation

By: _____
Name: _____
Title: _____

CITY OF EDINBURG, TEXAS

ATTEST:

By: _____
Name: _____
Title: _____

City Secretary

APPROVED AS TO FORM AND LEGALITY:

City Attorney

**EDINBURG ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Name: _____
Title: _____

**CITY OF EDINBURG, TEXAS
LOCAL GOVERNMENT
CORPORATION**

By: _____
Name: _____
Title: _____

EXHIBIT A

Site

EXHIBIT B

TIF Zone

EXHIBIT C

Projected Budget

EXHIBIT D

Construction Schedule

EXHIBIT E

Description of Construction Phases

EXHIBIT F

Description of Public Infrastructure

EXHIBIT G

Exceptions to Environmental Conditions

TOWN CENTER SUBDIVISION

BEING A RESUBDIVISION OF A
127.993 ACRE TRACT BEING OUT OF
LOTS 29, 30, 31, 34 & 36
KELLY-PHARR SUBDIVISION
VOL. 3, PGS. 133-134, H.C.D.R.
& OUT OF LOTS 11-14,
M.L. WOODS SUBDIVISION No. 4
VOL. 5, PG. 51, H.C.M.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

STATE OF
COUNTY OF

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS THE TOWN CENTER SUBDIVISION
TO THE CITY OF EDINBURG, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO,
HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS,
WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN
FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

MR. NEIL ELLIS, PRESIDENT
FIRST HARTFORD REALTY
CORPORATION
140 COLONIAL ROAD
MANCHESTER, CT 06040

STATE OF
COUNTY OF

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED
NEIL ELLIS KNOWN TO ME TO BE THE PERSON
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED
TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS
THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE DAY OF
, 20.

NOTARY PUBLIC, COUNTY,
MY COMMISSION EXPIRES:

METES AND BOUNDS DESCRIPTION

A tract of land containing 127.993 acres, situated in the City of Edinburg, Hidalgo County, Texas, consisting of 7.500 acres out of LOT 29, 40.000 acres being all of LOT 31, 10.000 acres being THE WEST 10 ACRES OF LOT 31, 9.105 acres out of LOT 34, 24.242 acres out of LOT 36, KELLY-PHARR SUBDIVISION, according to the plat thereof recorded in Volume 3, Pages 133-134, Hidalgo County Deed Records, & 37.146 acres out of LOTS 11 THRU 14, M.L. WOODS SUBDIVISION, according to the plat thereof recorded in Volume 5, page 51, Hidalgo County Map Records, said 127.993 acres also being more particularly described as follows:

BEGINNING at a point on the West line of said Lot 29 for the Westernmost Northwest corner of this tract, said point bears S 08° 28' 46" W a distance of 494.60 feet from the Northwest corner of said Lot 29;

THENCE, S 81° 31' 14" E at a distance of 50.00 feet pass a No.4 rebar set for the East right-of-way line of Closner Boulevard (Business U.S. 281), continuing a total distance of 1320.00 feet to a No.4 rebar set on the East line of Lot 29 and the West line of Lot 30 Kelly-Pharr Subdivision, for an inside corner of this tract;

THENCE, N 08° 28' 46" E along the East line of Lot 29 and the West line of Lot 30, Kelly-Pharr Subdivision, at a distance of 475.00 feet pass a No.4 rebar set for the South right-of-way line of Wisconsin Road, continuing a total distance of 495.00 feet to a cotton picker spindle found at the Northeast corner of said Lot 29 and the Northwest corner of said Lot 30, for the Easternmost Northwest corner of this tract;

THENCE, S 81° 31' 14" E along the North lines of Lots 30 and 31, Kelly-Pharr Subdivision, at a distance of 1320.00 feet pass the Northeast corner of said Lot 30 and the Northwest corner of said Lot 31, continuing a total distance of 1650.00 feet to the Westernmost Northeast corner of this tract;

THENCE, S 08° 28' 46" W along the East line of the West 10 acres of Lot 31, Kelly-Pharr Subdivision, at a distance of 20.00 feet pass a No.4 rebar set for the South right-of-way line of Wisconsin Road, at a distance of 729.46 feet pass a No.4 rebar found, continuing a total distance of 1320.00 feet to a No.4 rebar found on the South line of said Lot 31 and the North line of said Lot 34 for an inside corner of this tract;

THENCE, S 81° 31' 14" E along the South line of said Lot 31 and the North line of said Lot 34, a distance of 352.85 feet to a No. 4 rebar set for the Easternmost Northeast corner of this tract;

THENCE, S 38° 55' 28" W along the existing West right-of-way line of U.S. Expressway 281, a distance of 1368.62 feet to a No. 4 rebar set for the Southeast corner of this tract;

THENCE, N 86° 01' 37" W along the existing North right-of-way line of Trenton Road, a distance of 892.03 feet to an angle point of this tract;

THENCE, N 81° 31' 14" W along the existing North right-of-way line of Trenton Road, a distance of 420.08 feet to a No. 4 rebar set for the Southernmost Southwest corner of this tract;

THENCE, N 08° 28' 46" E a distance of 260.00 feet to a No. 4 rebar set for an inside corner of this tract;

THENCE, N 81° 31' 14" W a distance of 1270.00 feet to an iron pipe found on the existing East right-of-way line of Business U.S. 281 for the Northernmost Southwest corner of this tract;

THENCE, N 08° 28' 46" E along the existing East right-of-way line of Business U.S. 281, a distance of 660.00 feet to a No. 4 rebar set for an outside corner of this tract;;

THENCE, S 81° 31' 14" E a distance of 610.00 feet to a No. 4 rebar found for an inside corner of this tract;

THENCE, N 08° 28' 46" E at a distance of 165.00 feet pass a No. 4 rebar found in line, continuing a total distance of 330.00 feet to a No. 4 rebar found on the North line of said Lot 36 and the South line of said Lot 29 for an outside corner of this tract;

THENCE, S 81° 31' 14" E along the North line of said Lot 36 and the South line of said Lot 29, a distance of 660.00 feet to a No. 4 rebar found at the Northeast corner of said Lot 36, the Northwest corner of said Lot 11, the Southwest corner of said Lot 30 and the Southeast corner of said Lot 29 for an inside corner of this tract;

THENCE, N 08° 28' 46" E along the East line of Lot 29 and the West line of Lot 30, Kelly-Pharr Subdivision, at a distance of 0.49 of one foot pass a No.4 rebar found, continuing a total distance of 577.50 feet to a No.5 rebar found for an inside corner of this tract;

THENCE, N 81° 31' 14" W at a distance of 1270.00 feet pass a No.4 rebar found for the East right-of-way line of Closner Boulevard (Business U.S. 281), continuing a total distance of 1320.00 feet to a point on the West line of said Lot 29 for an outside corner of this tract;

THENCE, N 08° 28' 46" E along the West line of said Lot 29 and within the right-of-way of Closner Boulevard, a distance of 247.50 feet to the POINT OF BEGINNING and containing 127.993 acres, of which 0.284 of one acre lies in the right-of-way of Closner Boulevard and 0.758 of one acre lies in the right-of-way of Wisconsin Road, leaving a net of 126.951 acres of land, more or less.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, FRED L. KURTH, A REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PUBLIC LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

FRED L. KURTH, RPE # 54151 RPLS # 4750
DATE SURVEYED: 07-28-06
DATE PREPARED: 07/28/06 BY: R. DE JESUS
T -G.P.S. #4, PG.78,79 , JOB No. 05172.01

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

CHAIRPERSON, PLANNING COMMISSION DATE

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS THE DAY OF , 2006

ATTEST: PRESIDENT

SECRETARY

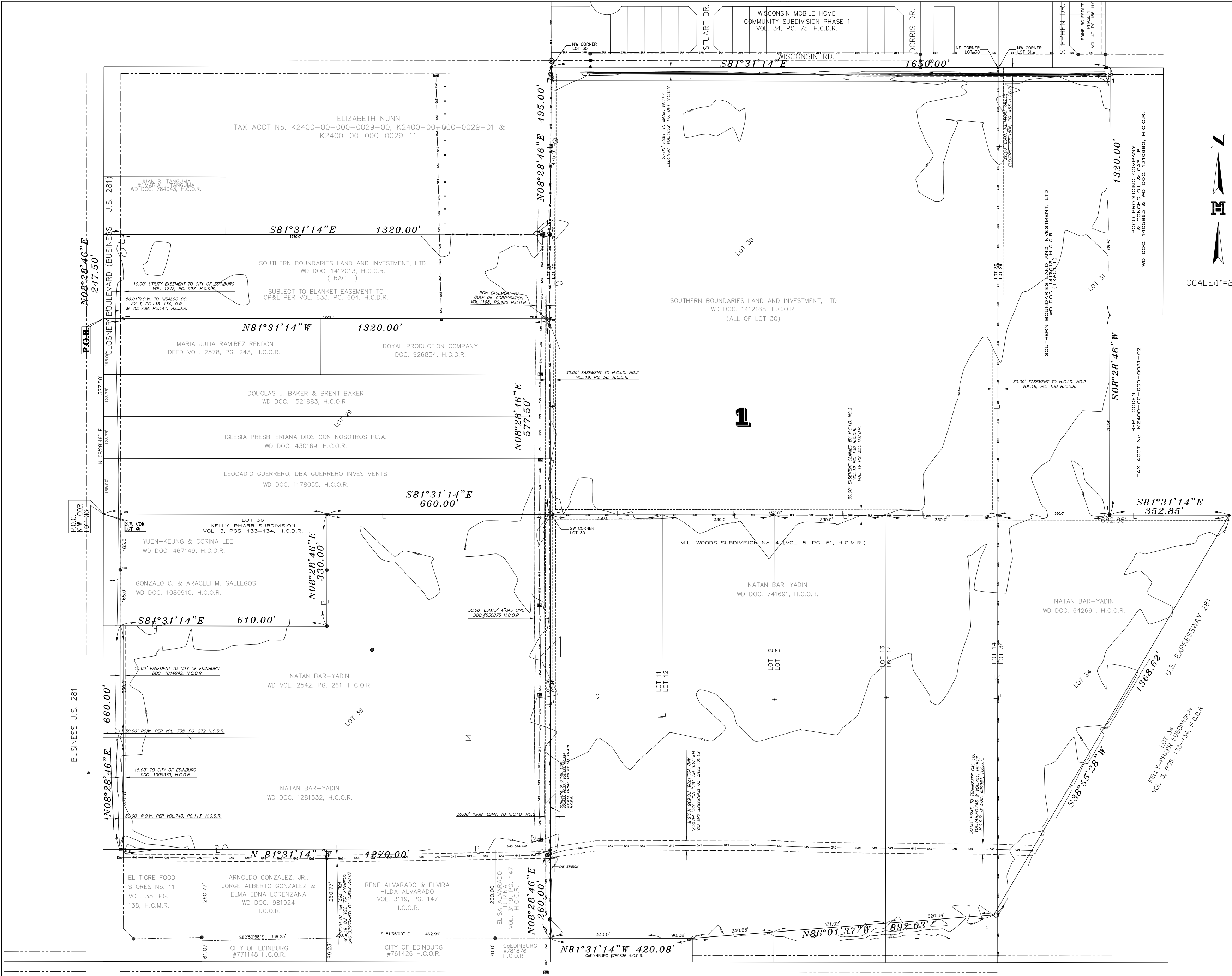
NOTE:

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C. I.D. #2 RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. #2

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.21 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY:



SCALE 1"=200'
BEARING BASIS AS PER MD 83
TEXAS STATE PLANE SOUTH ZONE

LEGEND
○ SET IRON ROD
● FOUND IRON ROD

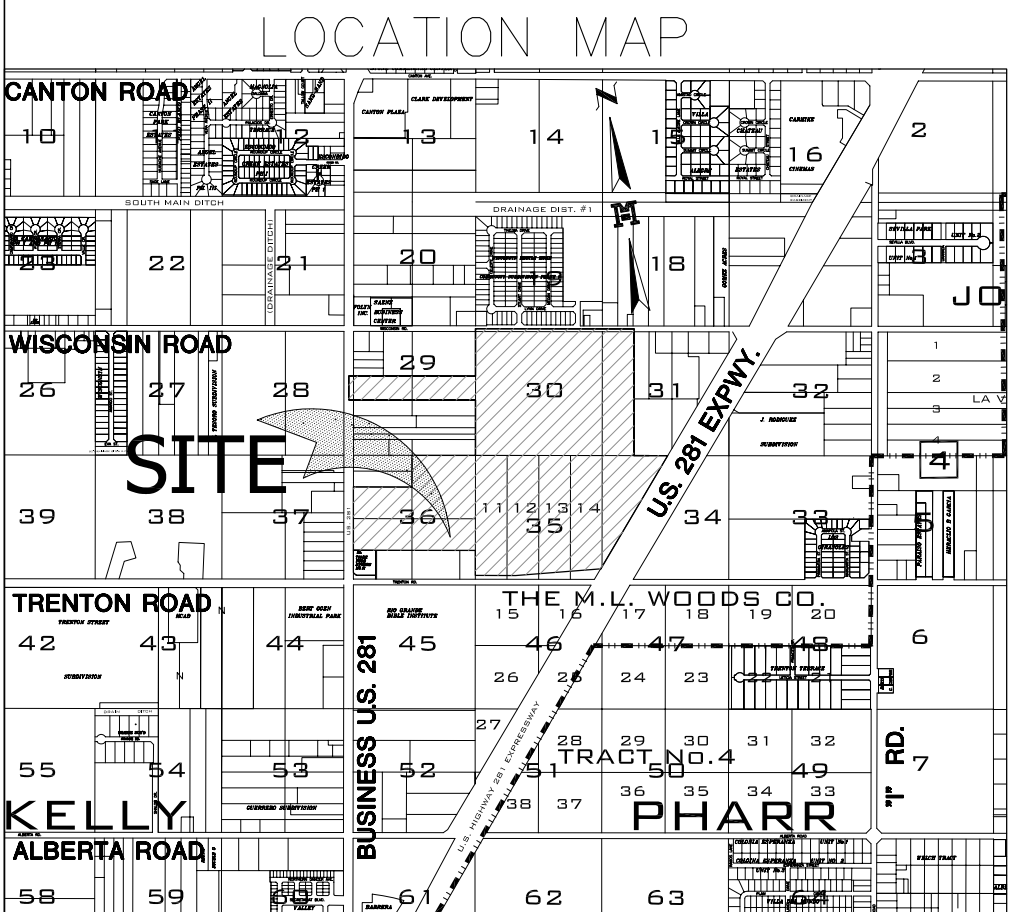
NOTE: SET 1/2" IRON ROD AT ALL LOT CORNERS W/PLASTIC YELLOW CAP STAMPED "MELDEN & HUNT, INC."

DRAWN BY: R. DE JESUS DATE: 07-28-06
IRRIGATION, CHECKED: DATE:
SURVEYED, CHECKED: DATE:
FINAL CHECK: DATE:

NOTES

- PROPOSED SETBACKS:
FRONT AS PER CITY ORDINANCE
REAR AS PER CITY ORDINANCE
SIDE AS PER CITY ORDINANCE
- MINIMUM PERMISSIBLE FINISHED FLOOR ELEVATION:
18" ABOVE TOP OF THE CROWN ASPHALT PAVEMENT
MEASURED AT THE CENTER OF ROAD FRONTAGE.
- FLOOD ZONE "X" (SHADED)
AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
COMMUNITY-PANEL NUMBER: 480338 0030 E
COMMUNITY-PANEL NUMBER: 480338 0035 E
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 14, 2001
- BENCH MARK: T.B.M. SET PT.5, NO.4 REBAR LOCATED 133 FT. EAST AND 70 FT. SOUTH FROM THE SOUTH EAST CORNER OF THE GONZALO & ARACELI GALLEGOS PROPERTY. TOP OF IRON ROD ELEVATION= 99.46.
- NO PERMANENT STRUCTURE OVER ANY EASEMENT.
- LOT SHALL BE REQUIRED TO RETAIN ____ AC.FT./FT. OF STORM SEWER RUNOFF.
- A 5 FOOT SIDEWALK WILL BE REQUIRED AT BUILDING PERMIT STAGE ALONG BUSINESS 281, WISCONSIN & TRENTON ROAD.

M MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. MCINTYRE S15 E, 2nd St.
EDINBURG, TX 78541 RD. GRANGE CITY, TX 78032
PH: (956) 381-0981 PH: (956) 487-8256
FAX: (956) 381-1839 FAX: (956) 488-8591
ESTABLISHED 1947 www.meldenandhunt.com



ENGINEER'S ESTIMATE-QUANTITY FORM
EDINBURG HARTFORD SHOPS (PUBLIC QTY) J.N. 05172

PHASE: PUBLIC

ACREAGE: 127.993

ENTITY: Edinburg

LOTS: 1

WATER SUPPLIER: CITY OF EDINBURG

_____ NO DESIGN COMPLETED
 X PRELIMINARY DESIGN
 _____ FINAL DESIGN

WATER IMPROVEMENTS: On site PUBLIC

	Quantity	Unit	Unit Price	Item Total
1. 12" PVC C900 SDR18	5,477	LF	\$ 25.00	\$ 136,925.00
2. 10" PVC C900 SDR18	3,080	LF	\$ 16.00	\$ 49,280.00
3. 8" PVC C900 SDR18	10,107	LF	\$ 13.00	\$ 131,391.00
4. 6" PVC C900 DR18	400	LF	\$ 8.00	\$ 3,200.00
5. 12" Gate valve w/box	8	EA	\$ 1,500.00	\$ 12,000.00
6. 10" Gate valve w/box	6	EA	\$ 1,200.00	\$ 7,200.00
7. 8" Gate valve w/box	21	EA	\$ 900.00	\$ 18,900.00
8. 2" Flush valve	1	EA	\$ 635.00	\$ 635.00
9. Fire hydrant w/6" valve	49	EA	\$ 2,640.00	\$ 129,360.00
10. 12" Tapping tee & valve	2	EA	\$ 3,100.00	\$ 6,200.00
11. 8" Tapping tee & valve	1	EA	\$ 2,100.00	\$ 2,100.00
12. 2" Copper Dual service connect.-across	49	EA	\$ 1,350.00	\$ 66,150.00
13. 8" Tee	5	EA	\$ 402.00	\$ 2,010.00
14. 12" Tee	2	EA	\$ 402.00	\$ 804.00
15. 12"x8" Tee	6	EA	\$ 800.00	\$ 4,800.00
16. 10"x8" Tee	4	EA	\$ 800.00	\$ 3,200.00
17. 12" Cross	2	EA	\$ 800.00	\$ 1,600.00
18. 12" 90 degree elbow	3	EA	\$ 330.00	\$ 990.00
19. 12" 45 degree elbow	2	EA	\$ 330.00	\$ 660.00
20. 10" 90 degree elbow	2	EA	\$ 330.00	\$ 660.00
21. 10" 45 degree elbow	3	EA	\$ 330.00	\$ 990.00
22. 8" 90 degree elbow	2	EA	\$ 330.00	\$ 660.00
23. 8" 45 degree elbow	10	EA	\$ 330.00	\$ 3,300.00
24. 12"x10" Reducer	2	EA	\$ 400.00	\$ 800.00
25. 12"x8" Reducer	2	EA	\$ 300.00	\$ 600.00
26. 10"x8" Reducer	2	EA	\$ 400.00	\$ 800.00
27. Bore 20" Steel casing	170	LF	\$ 50.00	\$ 8,500.00
28. Valve markers	36	EA	\$ 85.00	\$ 3,060.00
29. Meter boxes	49	EA	\$ 500.00	\$ 24,500.00
Total Water Improvements:			\$	621,275.00

SANITARY SEWER IMPROVEMENTS: PUBLIC

1.	10" PVC SDR26 (12'-14' cut)	1,385	LF	\$	24.00	\$	33,240.00
2.	10" PVC SDR26 (10'-12' cut)	1,360	LF	\$	20.25	\$	27,540.00
3.	10" PVC SDR26 (8'-10' cut)	1,360	LF	\$	18.25	\$	24,820.00
4.	10" PVC SDR26 (6'-8' cut)	1,360	LF	\$	15.75	\$	21,420.00
5.	10" PVC SDR26 (0'-6' cut)	1,200	LF	\$	14.00	\$	16,800.00
6.	8" PVC SDR26 (10'-12' cut)	600	LF	\$	18.55	\$	11,130.00
7.	8" PVC SDR26 (8'-10' cut)	900	LF	\$	16.00	\$	14,400.00
8.	8" PVC SDR26 (6'-8' cut)	900	LF	\$	13.25	\$	11,925.00
9.	8" PVC SDR26 (0'-6' cut)	1,050	LF	\$	11.50	\$	12,075.00
10.	Manhole (10'-12' cut)	4	EA	\$	2,875.00	\$	11,500.00
11.	Manhole (8'-10' cut)	3	EA	\$	2,300.00	\$	6,900.00
12.	Manhole (6'-8' cut)	5	EA	\$	1,902.00	\$	9,510.00
13.	Manhole (0'-6' cut)	5	EA	\$	1,625.00	\$	8,125.00
14.	Cleanout	9	EA	\$	350.00	\$	3,150.00
15.	Single service connection-across	50	EA	\$	345.00	\$	17,250.00
16.	Trench excavation protection	8,000	LF	\$	2.00	\$	16,000.00
17.	Lift Station Upgrade A-1-D	1	LS	\$	65,000.00	\$	65,000.00

Total Sanitary Sewer Improvements: \$ 310,785.00

DRAINAGE IMPROVEMENTS: PUBLIC LINE OUTFALL TO TRENTON

1.	48" Storm sewer (12'-10' cut)	2,758	LF	\$	55.00	\$	151,690.00
2.	42" Storm sewer (8'-10' cut)	512	LF	\$	50.00	\$	25,600.00
3.	36" Storm sewer (8'-10' cut)	1,336	LF	\$	45.00	\$	60,120.00
4.	30" Storm sewer (6'-8' cut)	142	LF	\$	43.00	\$	6,106.00
5.	Manhole (10'-12' cut)	2	EA	\$	5,000.00	\$	10,000.00
6.	Manhole (8'-10' cut)	1	EA	\$	3,000.00	\$	3,000.00
7.	Type "A" curb inlet (0'-6' cut)	2	EA	\$	2,085.00	\$	4,170.00
8.	Type "CC" grated inlet	1	EA	\$	1,850.00	\$	1,850.00
9.	Headwall/down drain	1	EA	\$	2,088.00	\$	2,088.00
10.	Paving Repair Stuart drive	1,104	LF	\$	27.00	\$	29,808.00
11.	Trench excavation protection	4,700	LF	\$	1.50	\$	7,050.00
12.	Detention Area Excavation	131,267	CY	\$	1.50	\$	196,900.50

Total Drainage Improvements: PUBLIC LINE \$ 498,382.50

EROSION CONTROL:

1.	Silt fence (erosion control)	14,035	LF	\$	3.25	\$	45,613.75
2.	Inlet (erosion control)	95	EA	\$	100.00	\$	9,500.00
3.	Temporary construction entrance	2	EA	\$	1,530.00	\$	3,060.00

Total Erosion Control: \$ 58,173.75

MISCELLANEOUS IMPROVEMENTS:

1.	4" PVC Sch 40 gray conduit pipe	18,664	LF	\$	7.25	\$	135,314.00
2.	90 degree electrical turn ups	100	EA	\$	15.00	\$	1,500.00
3.	Performance & Payment Bonds	2.50%		\$	1,488,616.25	\$	37,215.41
4.	Transformer or pull box pads- (commercial only)	30	EA	\$	500.00	\$	15,000.00
5.	4" sleeves (irrigation, communications, othe	10,000	LF	\$	7.25	\$	72,500.00
6.	Power Pole Relocate on Wisconsin	6	EA	\$	30,000.00	\$	180,000.00

Total Miscellaneous Improvements: \$ 441,529.41

TOTAL UTILITY IMPROVEMENTS: \$ 1,930,145.66

PAVING IMPROVEMENTS:**PAVING IMPROVEMENTS: WISCONSIN RD. ADD'L LANE HVY. DTY.**

1.	Excavation & grading	3,576	SY	\$	1.90	\$	6,794.40
2.	8" 5% Lime treated subgrade	3,576	SY	\$	1.50	\$	5,364.00
3.	Lime	56	TNS	\$	125.00	\$	7,000.00
4.	10" Compacted crushed caliche base w/prime coat	3,576	SY	\$	5.50	\$	19,668.00
5.	2" Hot mix asphaltic concrete w/tack coat	3,095	SY	\$	6.00	\$	18,570.00
6.	18" Curb & gutter	1,582	LF	\$	6.50	\$	10,283.00
7.	6' Valley gutter	150	LF	\$	28.25	\$	4,237.50
8.	4"x5' wide concrete sidewalks	8,306	SF	\$	5.50	\$	45,683.00
9.	Striping	1	LS	\$	2,500.00	\$	2,500.00

Total Paving Improvements: WISCONSIN RD. ADD'L. LANE HVY. DTY. \$ 120,099.90

PAVING IMPROVEMENTS: BUS. 281 ADD'L LANE HVY. DTY.

1.	Excavation & grading	1,519	SY	\$	1.90	\$	2,886.10
2.	8" 5% Lime treated subgrade	1,519	SY	\$	1.50	\$	2,278.50
3.	Lime	24	TNS	\$	125.00	\$	3,000.00
4.	12" Compacted crushed caliche base w/prime coat	1,519	SY	\$	6.50	\$	9,873.50
5.	3" Hot mix asphaltic concrete w/tack coat	1,248	SY	\$	7.00	\$	8,736.00
6.	18" Curb & gutter	622	LF	\$	6.50	\$	4,043.00
7.	6' Valley gutter	352	LF	\$	28.25	\$	9,944.00
8.	4"x5' wide concrete sidewalks	3,697	SF	\$	5.50	\$	20,333.50
9.	Striping	1	LS	\$	2,500.00	\$	2,500.00
10.	Traffic Signal	2	LS	\$	135,000.00	\$	270,000.00

Total Paving Improvements: BUS. 281 ADD'L. LANE HVY. DTY. \$ 333,594.60

PAVING IMPROVEMENTS: TRENTON RD. CONCRETE ISLANDS

1.	Excavation & grading	4,331	SY	\$	1.90	\$	8,228.90
2.	8" 5% Lime treated subgrade	4,331	SY	\$	1.50	\$	6,496.50
3.	Lime	54	TNS	\$	125.00	\$	6,700.00
4.	12" Compacted crushed caliche base w/prime coat	4,331	SY	\$	6.50	\$	28,151.50
5.	Concrete Island	3,333	SY	\$	99.00	\$	329,967.00
6.	18" Curb & gutter	3,593	LF	\$	6.50	\$	23,354.50
7.	4"x5' wide concrete sidewalks	3,697	SF	\$	5.50	\$	20,333.50
8.	Striping	1	LS	\$	2,500.00	\$	2,500.00
9.	Traffic Light	1	LS	\$	135,000.00	\$	135,000.00

Total Paving Improvements: CONCRETE ISLANDS \$ 560,731.90

SUB TOTAL PAVING IMPROVEMENTS: \$ 1,014,426.40

MISCELLANEOUS IMPROVEMENTS:

1.	Performance & Payment Bonds	1.50%		\$	1,014,426.40	\$	15,216.40
2.	Demolition & disposal of brush. buildings & irrigation structures	1	LS	\$	11,275.00	\$	11,275.00

Total Miscellaneous Improvements: \$ 26,491.40

TOTAL PAVING IMPROVEMENTS: \$ 1,040,917.80

SUB-TOTAL IMPROVEMENTS: \$ 2,971,063.45

OTHER IMPROVEMENTS AND FEES:

1.	Street lights (MVEC or AEP)	49	EA	\$	1,200.00	\$	58,800.00
2.	City inspection fee	2.00%		\$	2,971,063.45	\$	59,421.27
3.	Engineering: design & construction staking	8.00%		\$	2,971,063.45	\$	237,685.08
4.	Miscellaneous Improvements						
	a. Sidewalk EXWY. 281, TRENTON	12,993	SF	\$	5.50	\$	71,461.50
	b.. Buyout N.A.W.S.C.	1	LS	\$	175,094.42	\$	175,094.42
	c.. Buyout N.A.W.S.C. Add'l Service Area	1	LS	\$	150,000.00	\$	150,000.00
	d. Street intersection signs	11	EA	\$	150.00	\$	1,650.00
9.	TCEQ Permit Fee	1	LS	\$	200.00	\$	200.00
10.	Contingency	5%		\$	2,971,063.45	\$	148,553.17
13.	Subgrade & caliche compaction test cores on caliche & asphalt of paving imp. & utilities -*to be paid prior to Pre-construction	1%		\$	2,971,063.45	\$	29,710.63
14.	Tap fees:						
	a. Water - inside City limits (2")	49	SERV	\$	2,110.00	\$	103,390.00
	c. Sewer - inside City limits (6")	49	SERV	\$	70.00	\$	3,430.00
15.	Buffer fences	14,035	LF	\$	12.00	\$	168,420.00

Total Other Improvements & Fees: \$ 1,207,816.07

TOTAL IMPROVEMENTS: \$ **4,178,879.52**

t:\sub\05172\

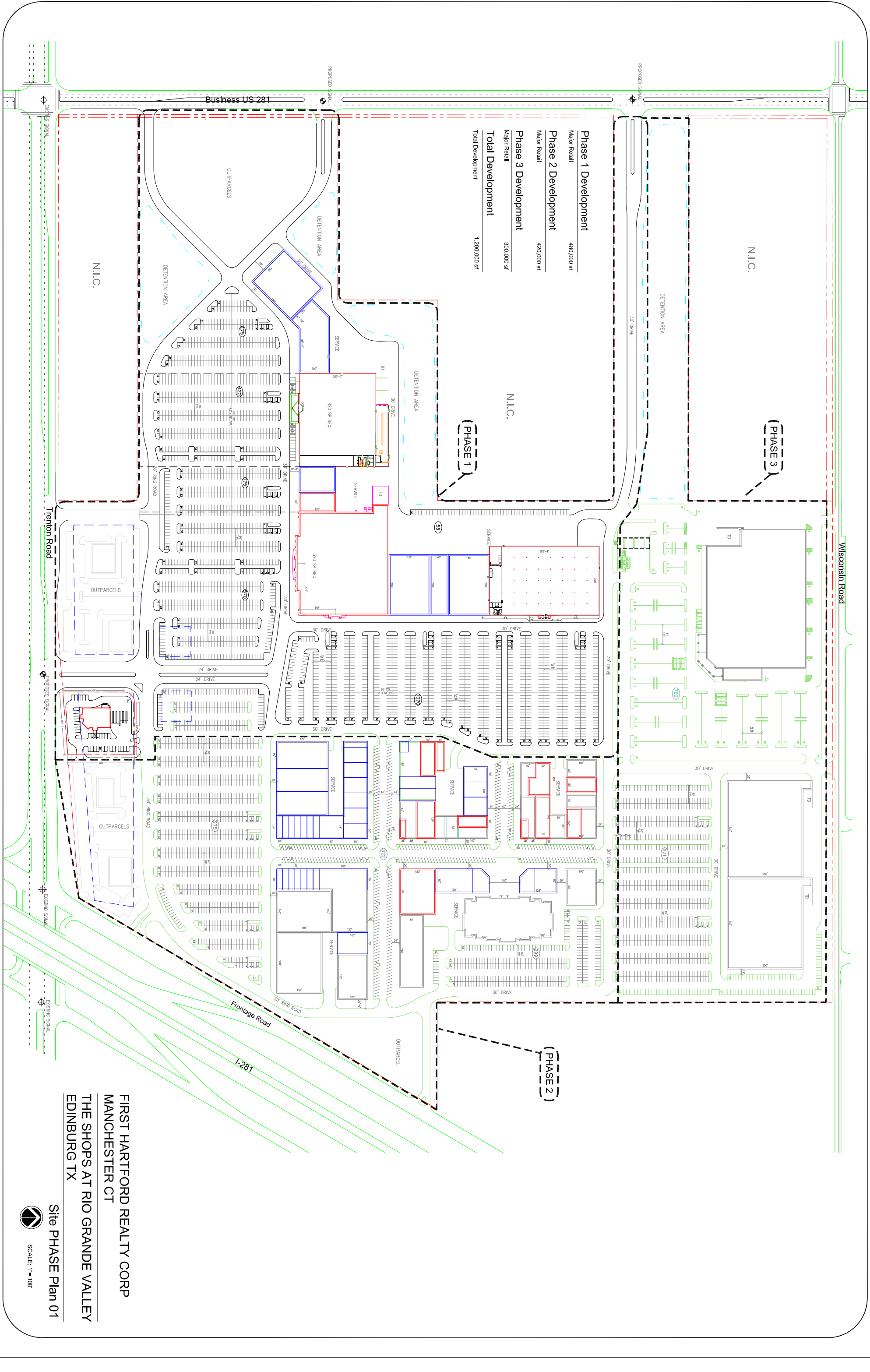
Estimated by: R. DE JESUS

Checked by: FLK

Based on quantity dated 10/24/06

ENGINEER'S ESTIMATE-QUANTITY FORM
EDINBURG HARTFORD SHOPS (PUBLIC QTY) J.N. 05172
Summary

Total Water Improvements:	\$	621,275.00
Total Sanitary Sewer Improvements:	\$	310,785.00
Total Drainage Improvements: PUBLIC LINE	\$	498,382.50
Total Erosion Control:	\$	58,173.75
Total Miscellaneous Improvements:	\$	441,529.41
TOTAL UTILITY IMPROVEMENTS:	\$	1,930,145.66
 Total Paving Improvements: WISCONSIN RD. ADD'L. LANE HVY. DTY.	 \$	 120,099.90
Total Paving Improvements: BUS. 281 ADD'L. LANE HVY. DTY.	\$	333,594.60
Total Paving Improvements: CONCRETE ISLANDS	\$	560,731.90
Total Miscellaneous Improvements:	\$	26,491.40
TOTAL PAVING IMPROVEMENTS:	\$	1,040,917.80
 SUB-TOTAL IMPROVEMENTS:	 \$	 2,971,063.45
 Total Other Improvements & Fees:	 \$	 1,207,816.07
 TOTAL IMPROVEMENTS:	 \$	 4,178,879.52



Phase 1 Development	
Major Retail	480,000 sf
Phase 2 Development	
Major Retail	420,000 sf
Phase 3 Development	
Major Retail	300,000 sf
Total Development	1,200,000 sf

FIRST HARTFORD REALTY CORP
MANCHESTER CT
THE SHOPS AT RIO GRANDE VALLEY
EDINBURG TX

Exhibit E.

Description of construction phases

On or before March 31, 2010 Developer will cause the construction of at least 267,000 square feet of retail space for occupation by retail tenants within the TIF zone.

On or before March 31, 2011, Developer will cause the construction of at least 534,000 square feet of retail space within the TIF Zone.

On or before March 31, 2012, Developer will cause the construction of at least 800,000 square feet of retail space within the TIF Zone.

AI-2719

12.A.

Elections Administrator
CC REGULAR

Date: 03/08/2007

Submitted By: Teresa Navarro, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Agenda Item

CAPTION

Elections Department:

1. Early Voting Sites for the May 12, 2007 Constitutional Amendment Election
2. Election Day Sites for the May 12, 2007 Constitutional Amendment Election
3. Election Services Agreement (conduct of election) between the County of Hidalgo and Red Sands Ground Water Conservation District
4. Election Services Agreement (leasing of equipment) between the County of Hidalgo and Red Sands Ground Water Conservation District

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Red Sands](#)

Link: [Red Sands](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/27/2007 04:22 PM	APRV
2	Dale Kennan	Dale Kennan	02/28/2007 11:42 AM	APRV
3	Purchasing Department	Marty Salazar	02/28/2007 01:33 PM	APRV
4	Auditor's Office	Linda Fong	03/01/2007 03:38 PM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:31 PM	APRV

Form Started By: Teresa Navarro

Started On: 02/27/2007 01:40 PM

Final Approval Date: 03/02/2007

THE STATE OF TEXAS §
 § **CONTRACT FOR ELECTION SERVICES**
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR (“ADMINISTRATOR”), Teresa R. Navarro, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the _____, hereinafter referred to as “THE ENTITY,”
(Name of Entity) pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, _____, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on Saturday, May 12, 2007 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

WHEREAS, _____ and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to _____ for its election to be held on May 12, 2007 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to _____ the following general services:

- (A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for _____;

- (B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by _____;
- (C) Provide information for election officers;
- (D) Provide general overall supervision of the election and advisory services; and
- (E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by _____, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of _____ election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, _____ agrees to pay ADMINISTRATOR the amount of \$100.00 leasing fee for each iVotronic and \$100.00 leasing fee for each ADA iVotronic, AND a \$50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by _____ within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

**Teresa R. Navarro
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540**

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the _____ and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties

respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this ____ day of _____, 2007

ELECTIONS ADMINISTRATOR

BY: _____
TERESA R. NAVARRO

NAME OF LEASING ENTITY

BY: _____

PRINT: _____

TITLE: _____

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: _____

PRINT: _____

TITLE: _____

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

**AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND THE RED SANDS GROUND CONSERVATION DISTRICT**

THIS AGREEMENT (the "Agreement") is entered into by and between the Red Sands Ground Conservation District, Texas, acting by and through it's Board President, _____(hereinafter referred to as "RSGCD") and the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as the "County") duly acting herein by and through its duly authorized representative, the County Elections Administrator, Teresa R. Navarro.

WITNESSETH:

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision;

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County;

WHEREAS, the RSGCD is a political subdivision in Hidalgo County that desires the County to conduct and supervise the May 12, 2007 general election of the RSGCD (the "Election");

WHEREAS, the County agrees to perform election services for the RSGCD; and

NOW, THEREFORE, the County and the RSGCD for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby contract, covenant and agree as follows:

1. The County shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Procure, provide and distribute all necessary election supplies, including:

- (1) Ballots (preparation and distribution only);
- (2) Election kits; and
- (3) Ballot boxes and voting booths provided free of charge by the County.

(b) Provide all necessary Direct Recording Electronic (DREs) voting systems (iVotronic 8.0.1.0) manufactured by Elections Systems and Software, and certified by the Secretary of State; and DRE ADA voting system equipped to make it accessible to persons with disabilities, including persons who are blind or have low vision, so that the individuals can vote independently and privately.

Transport machines and equipment to and from the polling places, and prepare the DREs for use at the polling places.

- (c) Serve as the Early Voting Clerk.
 - (d) Notify the election judges of the date, time and place of the election school and arrange for a facility for holding the RSGCD.
 - (e) Appoint deputy early voting clerks for main and temporary branch early voting polling places established by the RSGCD.
 - (f) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with the voting equipment.
 - (g) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the RSGCD.
 - (h) Preparation, distribution, and publication of all notices and newspaper advertisements.
 - (i) Preparation of U.S. Department of Justice pre-clearance for the general trustee election.
 - (j) Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the general trustee election.
 - (k) Notify the election presiding and alternate judges of their appointment by the RSGCD for each election precinct.
2. The RSGCD shall be responsible for performing the following duties and shall furnish the following services:
- (a) Payment of all necessary election supplies as required by the County, including but not limited to, ballots and election kits.
 - (b) Pay for the costs of judges and election workers directly from payment vouchers submitted by the County Elections Administrator and the RSGCD shall pay the election workers at \$9.00 per hour for Election Judge, \$8.00 per hour for Alternate Judge and Deputy Early Voting Clerk (s) and \$8.00 per hour for clerks, unless the Deputy Early voting Clerks are employees of the RSGCD.

- (c) Reimburse the County for liability insurance coverage for election workers employed for the Elections the RSGCD shall reimburse the County upon invoicing for the liability insurance coverage rate.
 - (d) Tabulating of the Election results for canvassing by the RSGCD's board of trustees.
- 3. As stated in Section 31.096 of the Texas Election Code, this Agreement may not change:
 - (1) the authority with whom applications of candidates for a place on a ballot are filed;
 - (2) the authority with whom documents are filed under Title 15; or
 - (3) the authority to serve as custodian of voted ballots or other election records, except that a contract with a political subdivision other than a RSGCD may provide that the County Election Officer will be the custodian of voted ballots. Under this Agreement, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.
- 4. The County Election Administrator shall be the agent of the RSGCD for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Election Administrator's duties.
- 5. The County shall file copies of this Agreement with the County Treasurer and the County Auditor.
- 6. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Agreement may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to this Agreement with the RSGCD no later than ten (10) days after the Elections.
- 7. The RSGCD shall submit to the County an administrative fee of ten percent (10%) of the entire cost of the Election. This payment shall be made by the RSGCD to the County thirty (30) days after the Elections. (The RSGCD agrees to provide the County with copies of all bills that the RSGCD paid directly, or a true and accurate certified statement of such bills in order to accurately determine the ten percent (10%) fee.) The payment shall be submitted along with a report of the expenses upon which the payment amount of ten percent (10%) was calculated. Estimate of Cost of Election is attached as Exhibit "A."
- 8. In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.
- 9. This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXECUTED this the ____ day of _____, 2007.

RED SANDS GROUND CONSERVATION DISTRICT, TEXAS

By: _____
Board President

ATTEST:

HIDALGO COUNTY, TEXAS

Board Secretary

By: _____
Juan de Dios, J.D., Salinas, III
Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

HIDALGO COUNTY ELECTIONS OFFICER

By: _____
Teresa R. Navarro, Elections Administrator

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
Stephen L. Crain

AI-2726

12.B.

Elections Administrator
CC REGULAR

Date: 03/08/2007

Submitted By: Teresa Navarro, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Agenda Item

CAPTION

Discussion and action on request by various organizations for the use of the voting system, including but not limited to, setting fees and terms of use

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/27/2007 04:26 PM	APRV
2	Dale Kennan	Dale Kennan	02/28/2007 11:43 AM	APRV
3	Purchasing Department	Marty Salazar	02/28/2007 03:40 PM	APRV
4	Auditor's Office	Linda Fong	03/01/2007 03:39 PM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:31 PM	APRV

Form Started By: Teresa Navarro

Started On: 02/27/2007 04:04 PM

Final Approval Date: 03/02/2007

AI-2736

12.C.

Elections Administrator
CC REGULAR

Date: 03/08/2007

Submitted By: Teresa Navarro, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Agenda Item

CAPTION

Requesting authorization to allow Elections Department staff to work overtime and accumulate comp. time for the upcoming May 12, 2007 Constitutional Amendment Election, Cities & Schools Election and voter registration.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Overtime](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/28/2007 10:40 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	03/01/2007 11:40 AM	APRV
3	Dina Trevino	Dina Trevino	03/01/2007 06:43 PM	APRV
4	Purchasing Department	Marty Salazar	03/02/2007 01:06 PM	APRV
5	Auditor's Office			NEW
6	Court Administrator			

Form Started By: Teresa Navarro

Started On: 02/28/2007 09:18 AM

Final Approval Date:

BUDGET YEAR 2007 Request for Overtime

1100-414-00-130-001-0
ELECTIONS DEPARTMENT

SLOT NO.	JOB TITLE	2007 HOURLY RATE	REQUEST OVERTIME HOURS	TOTAL COST
004	DATA PROCESSOR	10.1678	75	\$762.59
005	ADMINISTRATOR ASSISTANT	12.687	75	\$951.53
008	VOTER REGISTRAR ASSISTANT	13.8385	150	\$2,075.78
011	DATA PROCESSOR	10.1678	94.5	\$960.86
015	DATA PROCESSOR	9.2338	105	\$969.55
016	INFORMATION TECHNICIAN MANAGER	27.7058	150	\$4,155.87
017	DIRECTOR OF OPERATIONS	21.6135	0	\$0.00
018	ELECTIONS SPECIALIST	17.3356	105	\$1,820.24
019	ELECTIONS SPECIALIST ASSISTANT	12.4721	150	\$1,870.82
020	ELECTION CLERK	8.8577	94.5	\$837.05
021	ELECTION CLERK	8.8577	94.5	\$837.05
022	ELECTION CLERK	8.8577	94.5	\$837.05
023	ELECTION CLERK	8.8577	94.5	\$837.05
024	HEAD BOOKKEEPER	14.8014	94.5	\$1,398.73
025	FIELD SERVICE SPECIALIST	12.1582	94.5	\$1,148.95
026	SENIOR FIELD SERVICE SPECIALIST	14.3841	150	\$2,157.62
028	GIS OPERATOR	22.2837	150	\$3,342.56
059	TECHNICIAN II - Position Deleted as per Dept. Request CC 1/16/2007	0	0	\$0.00
063	DATA PROCESSOR	8.8577	150	\$1,328.66
064	DATA PROCESSOR	8.8577	75	\$664.33
065	TECHNICIAN II	12.3173	75	\$923.80
TOTAL SALARIES:				\$27,880.06
		FICA	7.65%	\$2,132.82
		RETIREMENT	8.92%	\$2,486.90
		UNEMPLOYMENT	0.50%	\$139.40
		WORKERS COMP.	0.58%	\$161.70
TOTAL FRINGE BENEFITS				\$ 4,920.83
GRAND TOTAL:				\$32,800.89

AI-2683

13.A.

Approval of survey,title reports,appraisals, & row acquisition
CC REGULAR

Date: 03/08/2007
Submitted By: Noe Montez, COMM. PCT. #1
Submitted For: Joe Pena
Department: COMM. PCT. #1
Agenda Area: Right of Way

Agenda Item

CAPTION

Requesting approval of surveys, title reports, appraisals, and right of way acquisition for CR 684 (Mile 4 North Road) @ Drainage Ditch, Str #AA06-84-001,CSJ: 0921-02-136.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1315-431-30-121-032-0-732

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/23/2007 10:20 AM	APRV
2	Sergio Cruz	Sergio Cruz	02/23/2007 10:53 AM	APRV
3	Purchasing Department	Marty Salazar	02/23/2007 02:00 PM	APRV
4	Auditor's Office	Linda Fong	03/01/2007 03:52 PM	APRV
5	Joy Hsu	Joy Hsu	03/02/2007 11:04 AM	NEW-R
6	Linda Fong	Linda Fong	03/02/2007 01:16 PM	RTRN
7	Sergio Cruz			
8	Court Administrator			

Form Started By: Noe Montez

Started On: 02/23/2007 09:56 AM

Final Approval Date:

AI-2745

13.B.

FM 88 Outfall/ South Alamo Drain
CC REGULAR

Date: 03/08/2007
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Agenda Item

CAPTION

Authorization for County Auditor to issue payment for acquisition on the FM 88 Outfall and the South Alamo Drain, as per authorization granted by Commissioners Court on May 30, 2006 and September 19, 2006.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Agenda Items](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/01/2007 10:19 AM	APRV
2	Sergio Cruz	Sergio Cruz	03/02/2007 03:08 PM	APRV
3	Purchasing Department	Marty Salazar	03/03/2007 01:03 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Sandra Garcia

Started On: 02/28/2007 11:31 AM

Final Approval Date:

10. County Judge's Office (SEE EXHIBIT M)

- A. Discussion, consideration and possible action on the approval of entering into the Master Agreement for Mutual Aid between participating independent school districts and the Lower Rio Grande Valley Development Council to establish an interlocking system of mutual aid in the event of the need for addition assistance during a disaster.**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

- B. Discussion, consideration and possible action on the approval of the Emergency Management Plan Annexes K, H, D and F.**

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

11. Right of Way Department: (SEE EXHIBIT N)

- A. Authorization for Surveys, Title Reports, Appraisals, and Acquisition of additional Right of Way for the South Alamo Drain Project.**

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

12. County Extension Service - Brad Cowan: (SEE EXHIBIT O)

- A. Presentation of V.G. Young Institute of County Government Continuing Education Certificate**

Brad Cowan presented Commissioner Handy the V.G. Young Institute of County Government Continuing Education Certificate earning her 1.6 continuing education units for completion of 16 hrs of organized construction.

13. Planning Department: (SEE EXHIBIT P)

A. Final Approval

1. La Donna Gardens Subdivision Pct. I (Scott Campbell)

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

At this time Commissioner Flores steps out of the Court.

B. Reimbursement of a Cash Deposit

1. Haro Subdivision Pd. 1 (Raymond Haro)

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

2. Iscobedo Subdivision PCTa 3 (Linda C. Escobedo)

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

16. Pct. #3 – Comm. Flores: (SEE EXHIBIT Q)

- A. Requesting approval of Amending Interlocal Cooperation Agreement between the City of Mission and the County of Hidalgo**
- B. Requesting approval of Interlocal Cooperation Agreement between the City of Palmhurst, County of Hidalgo and the United Irrigation District of Hidalgo County**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval on items A & B.

17. Right of Way – Joe Pena: (SEE EXHIBIT R)

- A. Authorization for surveys, title report, appraisals and acquisition of additional right of way for the FM 88 Outfall Project on FM 88 between Mile 12 ½ and Mile 13 Rd.**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

At this time Judge Garcia steps out of the Court.

18. Purchasing Department – Marty Salazar: (SEE EXHIBIT S)**NOTES:**

- 1. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE FORWARDED TO HIDALGO COUNTY AUDITOR'S OFFICE.**
- 2. ANY/ALL REQUESTS FOR ACCEPTANCE AND APPROVAL OF CLAIMS/INVOICES UNDER THIS AGENDA WILL INCLUDE AUTHORITY FOR AUDITOR TO ISSUE PAYMENT AFTER REVIEW, AUDIT AND PROCESSING PROCEDURES ARE COMPLETED**

(continuation – Purchasing Department)

- a) The Purchasing Department does not participate in the acquisition or purchase of the good/services presented under this caption. The Purchasing Department merely facilitates the placement of such items since they deal with procurement related issues.
- b) Departments/Programs and Vendors are all advised that acquisition of goods and/or services must be done in accordance with applicable laws/statutes and Hidalgo County Purchasing Policies & Procedures.

A. HIDALGO COUNTY –

Discussion and/or action, including, but not limited to the following items:

1. New Hidalgo County Jail:		Total inmate population:	<u>1114</u>
Physical Count:	<u>1089</u>	Males (in house)	<u>1007</u>
Out of County Facility	<u>25</u>	Females (in house)	<u>82</u>
La Villa.	<u>5</u>		
Brook's Co.	<u> </u>	Federal Prisoners	<u>15</u>
Frio Co.	<u> </u>		
Other: (n/c)	<u>20</u>		
Adj. / Sentenced to TDC	<u>129</u>	Total Paper Ready TDC	<u>72</u>
		No. over 45 days	<u>8</u>
		Pending Paperwork/Courts	<u> </u>
		Pending Charges/Courts	<u> </u>

AI-2785

14.A.

Resolution - Mr. Morin Tax Office
CC REGULAR

Date: 03/08/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Tax Office - Neida
Department: BUDGET & MANAGEMENT
Agenda Area: Tax Office

Agenda Item

CAPTION

Approval of Resolution honoring Arnoldo Morin for his years of service and dedication to Hidalgo County

BACKGROUND

Court Administrator will prepare Resolution

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/01/2007 05:14 PM	APRV
2	Purchasing Department	Marty Salazar	03/02/2007 01:35 PM	APRV
3	Auditor's Office			NEW
4	Court Administrator			

Form Started By: Monica Badillo

Started On: 03/01/2007 01:41 PM

Final Approval Date:

AI-2741

15.A.

Addendum

CC REGULAR

Date: 03/08/2007

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

Department: COMM. PCT. #3

Agenda Area: Precinct #3

Agenda Item

CAPTION

Requesting addendum to consent for Federal Government to enter upon County Property as approved by Commissioner's Court on August 8, 2006.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/28/2007 11:20 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	03/01/2007 02:08 PM	APRV
3	Dina Trevino	Dina Trevino	03/01/2007 06:46 PM	APRV
4	Purchasing Department	Marty Salazar	03/02/2007 01:19 PM	APRV
5	Auditor's Office			NEW
6	Court Administrator			

Form Started By: Norma Ceballos

Started On: 02/28/2007 10:45 AM

Final Approval Date:

AI-2756

15.B.

**Budget Amendment
CC REGULAR**

Date: 03/08/2007
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Agenda Item

CAPTION

Requesting approval to appropriate funds form Precinct #3 unreserved fund balance into operating budgets in the total amount of \$525,000.00.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Pct #3 Budget Amendment](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/01/2007 10:45 AM	APRV
2	Sergio Cruz	Sergio Cruz	03/01/2007 06:00 PM	APRV
3	Purchasing Department	Marty Salazar	03/02/2007 01:19 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Norma Ceballos

Started On: 02/28/2007 02:49 PM

Final Approval Date:

DATE: March 8, 2007

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

DEPARTMENT NAME: Pct. No. 3 - P/U Fund (#1203)

ACCOUNT NUMBER: 7-1203-431-00-123-005-0

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON: _____

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-2718

16.A.

**REQUEST TO NAME UNNAMED COUNTY ROAD
CC REGULAR**

Date: 03/08/2007
Submitted By: Janie Alejos, COMM. PCT. #4
Submitted For: Janie Alejos
Department: COMM. PCT. #4
Agenda Area: Precinct #4

Agenda Item

CAPTION

Request authorization to name CR1111 as follows:
Don Juanitos Street

BACKGROUND

PETITION
911'S APPROVAL
MAP

Revenue & Expenditures

Attachments

Link: [DON JUANTIOS STREET](#)

Link: [DON JUANITOS STREET](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/27/2007 04:20 PM	APRV
2	Purchasing Department	Marty Salazar	02/28/2007 01:33 PM	APRV
3	Auditor's Office	Linda Fong	03/01/2007 03:53 PM	APRV
4	Court Administrator	Monica Badillo	03/02/2007 03:31 PM	APRV

Form Started By: Janie Alejos

Started On: 02/27/2007 11:37 AM

Final Approval Date: 03/02/2007



Lower Rio Grande Valley Development Council

Commissioner Sylvia Handy, Hidalgo County.....President
Hon. Norma Garcia, Member-at-Large.....1st Vice-President
Mr. Arturo Ramirez, Member-at-Large 2nd Vice-President
Commissioner John Ingram, McAllen.....Secretary
Mayor Lalo Sosa, Member-at-Large.....Treasurer
Mayor Silvestre Garcia, Combes.....Immediate Past President

BOARD MEMBERS

Gilberto Hinojosa
Judge, Cameron County

Simon Salinas
Judge, Willacy County

Victor Perez
Commissioner, Alamo

Carlos A. Cisneros
Mayor Pro-Tem, Brownsville

Ricardo L. Morales
Mayor, Donna

Gus Garcia
Commissioner, Edinburg

Rick Rodriguez
Mayor, Harlingen

Joel Quintanilla
Mayor, Mercedes

Norberto "Beto" Salinas
Mayor, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Joe Hernandez
Mayor, San Benito

Eddie Rodriguez
Mayor Pro-tem, San Juan

Johnny F. Cuellar
Mayor Pro-Tem, Weslaco

Dr. J. Gilbert Leal
President, TSTC, Harlingen

Gale Armstrong
El Jardin Water Supply

Michael G. Wilson
Willacy Navigation District

Don Medina
Member-At-Large

Arturo Guajardo
Superintendent, PSJA I.S.D.

Mayor Pro-tem Alvin Samano
Member-at-Large

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

March 5, 2007

Hidalgo County Precinct #4
Commissioner Oscar L. Garza, Jr.
1102 N Doolittle Rd
Edinburg, TX 78539

The 9-1-1 Department approves **COUNTY ROAD 1111** to be rename to **DON JUANITO ST OR DON JUANITOS ST** by the Hidalgo County Precinct #4. If Hidalgo County Precinct #4 does approve the renaming of the street mentioned above, please send a copy of the approval to our 9-1-1 Department so that we can have it for record keeping.

MSAG Query (?) Help

House # Dir Street

Community ESN

Customer Entity MSAG System

There are no Streets that match the specified criteria!

MSAG Query (?) Help

House # Dir Street

Community ESN

Customer Entity MSAG System

There are no Streets that match the specified criteria!

APPROVED ON: March 5, 2007

APPROVED BY: 911 DEPARTMENT

Petition

TO: COUNTY COMMISSIONER

THIS PETITION IS TO NAME COUNTRY RD 1111
TO "DON JUANITO'S" STREET.

ALSO TO HAVE A STOP SIGN INSTALL IN
THE SAME LOCATION.

ESTA PETICION ES PARA NOMBRA COUNTRY RD 1111
A "DON JUANITOS" STREET.
TAMBIEN PARA PEDIR UN "STOP SIGN" EN EL
MISMO LUGAR.

SIGNATURES:

FIRMAS:

Pablo Rodríguez SR
Francisco Vazquez

Located:
East side of Sunflower
btw. TexMex & Curry
Approx. length 1/4 mile

received
2-20-07

#

AI-2708
CLAIMS
CC REGULAR

17.A.7.

Date: 03/08/2007
Submitted By: Priscilla Torres, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance and approval of claim invoices with authority for auditor to issue payment for the items detailed in "Exhibit A" as attached hereto.

- a. Adult Probation for Valley Association for Independent Living (VAIL) for interpreting services needed for defendants. 2007 Invoices #1186 & #1208 in the amount of \$36.00 each (for a total of \$72.00). Services were rendered without a contract and/or a Purchase Order.
- b. 398th District Court for A Sign Language Company for interpreting services for potential juror. 2007 invoice #12369, in the amount of \$195.00 and a late fee charge of \$2.92. Services were rendered without a contract and/or a Purchase Order.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1297-423-00-320-002-7-339

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

FISCAL YEAR: 2007

ACCT. #: 7-1100-412-00-009-001-0-831

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

FISCAL YEAR:

ACCT. #: 7-1100-412-00-009-001-0-855

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding to pay late fee on invoice # 12369 pending transfer AI-2792

Attachments

Link: [CLAIMS](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/01/2007 03:17 PM	APRV
2	Dale Kennan	Dale Kennan	03/01/2007 04:37 PM	APRV
3	Purchasing Department	Marty Salazar	03/02/2007 01:05 PM	APRV
4	Auditor's Office	Janie Lozano	03/02/2007 02:00 PM	APRV
5	Janie Lozano	Janie Lozano	03/02/2007 04:26 PM	APRV
6	Linda Fong			NEW
7	Court Administrator			

Form Started By: Priscilla Torres

Started On: 02/26/2007 04:22 PM

Final Approval Date:

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(ADULT PROBATION)



RICARDO P. RODRIGUEZ, JR.
JUDGE 92ND DISTRICT COURT

RODOLFO "RUDY" DELGADO
JUDGE 93RD DISTRICT COURT

BOBBY FLORES
JUDGE 139TH DISTRICT COURT

ROSE GUERRA REYNA
JUDGE 206TH DISTRICT COURT

JUAN R. PARTIDA
JUDGE 275TH DISTRICT COURT

MARIO E. RAMIREZ, JR.
JUDGE 332ND DISTRICT COURT

NOÉ GONZALEZ
JUDGE 370TH DISTRICT COURT

JOE E. LOPEZ
EXECUTIVE DIRECTOR

P.O. BOX 2528
McAllen, Texas 78502

Phone (956) 661-4600
Fax (956) 661-4700

LETICIA LOPEZ
JUDGE 389TH DISTRICT COURT

AÍDA SALINAS FLORES
JUDGE 398TH DISTRICT COURT

RODOLFO "RUDY" GONZALEZ
JUDGE COUNTY COURT AT LAW NO. 1

JAIME J. PALACIOS
JUDGE COUNTY COURT AT LAW NO. 2

FEDERICO (FRED) GARZA, JR.
JUDGE COUNTY COURT AT LAW NO. 4

ARNOLDO CANTU
JUDGE COUNTY COURT AT LAW NO. 5

ALBERT GARCIA
JUDGE COUNTY COURT AT LAW NO. 6

February 20, 2007

Ms. Martha Salazar
Hidalgo County Purchasing Agent
County of Hidalgo

RE: Account Number
7-1297-423-00-320-002-7-339

Dear Ms. Salazar,

I am submitting a claim for the reason that interpreting services are required for some of our defendants. I am requesting that the following invoices be processed for payment:

Valley Association for Independent Living:

Invoice #1186 for \$36.00

Invoice #1208 for \$36.00

Thank you for your assistance on this matter.

Respectfully submitted,

A handwritten signature in black ink that reads "Joe Lopez".

Joe Lopez, Executive Director
Community Supervision &
Corrections Department
County of Hidalgo

JL:ah

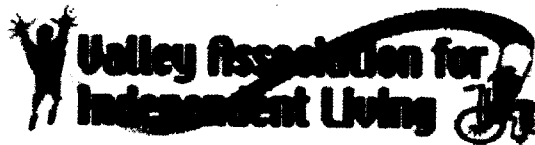
Attachments: Invoices

RECEIVED

FEB 21 2007

PURCHASING DEPT.

TAK 2:49



3016 N. McColl Road, Ste B
McAllen, TX 78501

956.668.8245

Invoice

Date	Invoice #
1/31/2007	1186
Due Date	2/21/2007

HIDALGO CO CSCD - FEB 5 '07

Bill To
Hidalgo County Adult Probation 918 East Business 83 McAllen, TX 78501

**Payment due 20 days
after Invoice Date.**

**Payments received after Due Date will
be assessed a \$25.00 fee.**

Qty	Description	Rate	Amount
2	Interpreting: 1/12/07, Appointment Time: 3:30 pm Interpreter: Anna Garcia Deaf Client: Raul Saenz Contact Person: Jaime Barrera	18.00	36.00
7-1297-423-00-320-002-7-339 # 987327			

Thank you for your prompt payment!

Total

\$36.00

REQUEST FOR SIGN LANGUAGE INTERPRETER

TO: VAIL
3012 N. McCOLL RD.
MCALLEN, TEXAS 78502

Ph: 668-8245
Fax: 631-7914

FROM: Hidalgo County Adult Probation
918 E. Business Hwy 83
McAllen, Texas 78501

Ph: 661-4600
Fax: 661-4700

DATE SERVICES REQUIRED: 1-12-07 TIME: 3:30 p.m.
Location: 918 E. Bus. Hwy 83, McAllen, Tx Adult Probation Dept. # 94
CSO Name: Barrera, Jaime Direct Ph # 956-6661-4710
Defendant's Name: Raul Saenz
Cause # CR180606E

Jaime Barrera²⁶²
CSO SIGNATURE

1-9-07
DATE

INSTRUCTIONS FOR CSO: Fax this form to VAIL. Once they response to fax and an interpreter completes service, attach a copy of the Interpreter's receipt to this form and return to Adela. This will serve as a backup to process payment.

RESPONSE FROM VALLEY ASSOCIATION OF INDEPENDENT LIVING

(check one)



Above date & time for services required has been reviewed and VAIL will send an interpreter



We are not able to provide services on above date, please contact our office to schedule a date and time.

Contact Person: Adela Barrera

(6)

FY 2005
JOB#

2353



INTERPRETER:

Anna Garcia

INTERPRETER ASSIGNMENT

Certification Level for This Assignment:

☐ Trainee ☐ BEI Level 1 ☐ Level II ☐ Level III ☐ MSL ☐ Spanish

Date of Request: _____ Person Making Request: _____

Agency: Hidalgo County Adult Probation Phone No.: _____

Contact Person: Jaime Barrera Phone No.: 661-4710

Appointment Date: 1-12-07 Appointment Time: 3:30pm

Appointment Type: _____ Location/Address: 918 Bus. 83
McAllen, Tx 78501

Name of Deaf Client/Patient/Student: Paul Saenz

Billing Address: _____

I CERTIFY THAT THIS INFORMATION IS TRUE AND CORRECT AND WILL BE KEPT STRICTLY CONFIDENTIAL

Beginning Mileage: _____ Ending Mileage: _____
Beginning Mileage: _____ Ending Mileage: _____ Total Miles: _____

Travel Time: From McAllen To McAllen Return McAllen
(CITY) (CITY) (CITY)

Actual Time at Appointment: Start: 3:30pm End: 1:543 hrs

Anna Garcia
Interpreter

Jaime Barrera 262
Pay Source Representative

Interpreter Coordinator

FOR AGENCY USE ONLY



3016 N. McColl Road, Ste B
McAllen, TX 78501

956.668.8245

Invoice

Date	Invoice #
2/13/2007	1208
Due Date	3/5/2007

Bill To

Hidalgo County Adult Probation
918 East Business 83
McAllen, TX 78501

**Payment due 20 days
after Invoice Date.**

**Payments received after Due Date will
be assessed a \$25.00 fee.**

Qty	Description	Rate	Amount
2	Interpreting: 1/18/07, Appointment Time: 9:30 am Interpreter: Anna Garcia Deaf Client: Elvia Rocha Contact Person: Ricardo Chavez 7-1297-423-00-320-002-7-339 # 987325	18.00	36.00
		HIDALGO CO (SCD) - FEB 15 '07	
Thank you for your prompt payment!		Total	\$36.00

REQUEST FOR SIGN LANGUAGE INTERPRETER

TO: VAIL
3012 N. McCOLL RD.
MCALLEN, TEXAS 78502

Ph: 668-8245
Fax: 631-7914

FROM: Hidalgo County Adult Probation
918 E. Business Hwy 83
McAllen, Texas 78501

Ph: 661-4600
Fax: 661-4700

DATE SERVICES REQUIRED: 1-18-07 TIME: 9:30 A.M.

Location: Hidalgo County CSCD

CSO Name: Ricardo Chavez Direct Ph # 661-4672

Defendant's Name: Elvia Rocha

Cause # CR169400B

Ricardo Chavez
CSO SIGNATURE

1-9-07
DATE

INSTRUCTIONS FOR CSO: Fax this form to VAIL. Once they response to fax and an interpreter completes service, attach a copy of the Interpreter's receipt to this form and return to Adela. This will serve as a backup to process payment.

RESPONSE FROM VALLEY ASSOCIATION OF INDEPENDENT LIVING

(check one)

☐ Above date & time for services required has been reviewed and VAIL will send an interpreter

☐ We are not able to provide services on above date, please contact our office to schedule a date and time.

Contact Person: _____

(4)....
FY 2005
JOB#

2346



INTERPRETER:

Anna C Garcia

INTERPRETER ASSIGNMENT

878-9391

Certification Level for This Assignment:

☐ Trainee ☐ BEI Level I ☐ Level II ☐ Level III

Date of Request: _____ Person Making Request: _____

Agency: Hidalgo County Adult Probation Phone No.: _____

Contact Person: Ricardo Chavez Phone No.: 661-4672

Appointment Date: 1-18-07 Appointment Time: 9:30am

Appointment Type: Cppt. Location/Address: 918 Bus 83
McAllen, TX 78501

Name of Deaf Client/Patient/Student: Elvia Rocha

Billing Address: _____

I CERTIFY THAT THIS INFORMATION IS TRUE AND CORRECT AND WILL BE KEPT STRICTLY CONFIDENTIAL

Beginning Mileage: _____ Ending Mileage: _____
Beginning Mileage: _____ Ending Mileage: _____ Total Miles: _____

Travel Time: From McAllen To _____ Return _____
(CITY) (CITY) (CITY)

Actual Time at Appointment: Start: 9:30am End: 9:50 A.M.

Barcia

Interpreter

Ricardo Chavez

Pay Source Representative

Interpreter Coordinator

FOR AGENCY USE ONLY

MEMO

To: Marty Salazar
Director of Purchasing

Attn: Priscilla Torres

From: Aída Salinas Flores
398TH District Court Judge

Date: Monday, February 26, 2007

Subject: CLAIM

Our office would like to request payment to A SIGN LANGUAGE COMPANY, INVOICE #12369. A potential Juror requested the service of a sign language interpreter a day prior to empanelment. Services were rendered on January 29, 2007. No notice was submitted to court on the new requirements as to insurance on interpreters. The amount that is requested is \$195.00 from account #7-1100-412-00-009-001-0-831.

If you should have any questions, feel free to call Ester at 956-318-2470. Your attention to this matter is greatly appreciated.

RECEIVED
FEB 28 2007
PURCHASING DEPT.
JMC 0152

Sign Language Interpreters, LLC

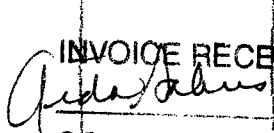
Invoice

d/b/a A Sign Language Company
2708-C N. 10th Street, Ste. 266
McAllen, TX 78501

Invoice #: 12369
Invoice Date: 2/12/2007
Due Date: 2/27/2007
Project:
P.O. Number:

Bill To:

Hidalgo County Purchasing Dept.
Attn: Martha L. Salazar
100 E. Cano, 4th floor
Edinburg, Texas 78539

Description	Hours/Qty	Rate	Amount
Interpreting Services performed by Raquel Taylor - RID Certified - on 1/29/07 for San Juanita Quesada	3	65.00	195.00
1.5% late fee will be added if paid after due date (\$2.92)			
INVOICE RECEIVED BY:  ON 2/21/07 GOODS/SERVICES RECEIVED BY: _____ ON _____			

For questions or concerns, please call Fernando (956) 668-8233.

Total	\$195.00
Payments/Credits	\$0.00
Balance Due	\$195.00



A

Sign

Language

Company

INTERPRETER SERVICE LOG

Date: 1-29-07

Location: 348 District Court Auditorium

City: Edenly State: TX

Consumer: San Juanita Queseada

On Site Contact: Judge aide S. Flores

Start Time: 2pm End Time: 2:40 pm

Total Interpreting Time: 2
(2-hour minimum)

Total Travel Time: 1

Total Regular Hours: 3 Total Overtime Hours: _____ Total ER Hours: _____

We certify the above information is true and correct to the best of our knowledge.

Consumer

Fida Salinas Flores

Business Representative

Kayla R. Lopez

Interpreter

Court Certified BEI RIDC, 07

Certification

Comments:

*going
enpanelment*

4:18 PM
1/27/07

SAN JUANITA QUESEDA

Name Profile

Name	SAN JUANITA QUESEDA	ADDRESS: 100 N. CLOSNER
Show As	QUESEDA, SAN JUANITA	
Groups	CLIENT	
Settings	Show, Public	
TAKEN BY	RUDY	
APPOINTMENT DATE	01/29/07	
SERVICES NEEDED	ASL INTERP	
SCHEDULED TIME	2:00 PM	
DATE REQUESTED	01/26/07	
CALL TAKEN AT	4:15 PM	
REQUESTED BY	MARGARET FLORES	
Company	398TH DISTRICT COURT	
CITY / STATE/ ZIP	EDINBURG, TX 78539	
COMPANY PHONE NUMBER	956-318-2470	
CONTACT PERSON	ESTHER CANTU (CRIMINAL COURT COORDINATOR)	
DIRECTIONS	GO TO AUDITORIUM / JUDGE AIDA SALINAS FLORES	
BILLING INFORMATION	HIDALGO COUNTY	
APPROVED BY	MARGARET FLORES (COURT COORDINATOR)	
BILL RATE	REG \$65.00	
2-HR MIN + TRAVEL	YES	
PORTAL-TO-PORTAL	NO	
APPT. DESCRIPTION	JURY INPANNELMENT	
CONTRACT	YES	

AI-2713

17.A.8.

**INSURANCE PREMIUMS
CC REGULAR**

Date: 03/08/2007
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Agenda Item

CAPTION

Presentation for discussion, consideration and action for Hidalgo County to exercise its option (as permitted under original proposal) to extend all coverages with the offered premium(s) in the amount of \$672,573.00 (as detailed in the attachments herein) with the term from July 10, 2007 through December 31, 2007, as presented by and through Montalvo Insurance Agency as follows:

1. Chubb-Federal Insurance Company-----Commercial Property and Commercial Exporters
2. Illionios Union Insurance Company----Gen. Liab., Law Enforcement Liab., Public Officials Liab. and Auto Liability, & Storage Tank Pollution
3. Chubb-Lexington Insurance Company----Auto Physical Damage
4. GE Seguros----Mexico Insurance Liability

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** Various
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

For funding availability please see attached expense report.

Attachments

Link: [Montalvo Insurance](#)

Link: [Montalvo Insurance \(Part 2\)](#)

Link: [2007 Exp Rpt for Objects 521-524](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/28/2007 01:23 PM	APRV
2	Budget & Management	Dina Trevino	02/28/2007 04:30 PM	APRV
3	Dale Kennan	Dale Kennan	03/02/2007 02:09 PM	APRV
4	Auditor's Office	Linda Fong	03/02/2007 02:21 PM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:31 PM	APRV

Form Started By: Vangie Garcia

Started On: 02/27/2007 09:51 AM

Final Approval Date: 03/02/2007



MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

PREMIUM SUMMARY

Named Insured: Hidalgo County

Policy Term:	07/10/2006	07/10/2007
	07/10/2007	12/31/2007
Commercial Property	\$309,499.00	\$147,542.00
Commercial Exporters	\$ 3,500.00	\$ 1,668.00
General Liability	\$449,363.05	\$214,217.00
Law Enforcement Liability	\$141,970.00	\$ 67,679.00
Public Officials Liability	\$155,195.03	\$ 73,983.00
Business Automobile	\$253,771.03	\$120,976.00
<u>Auto Physical Damage</u>	\$ 87,911.00	\$ 41,908.00
Total Premium:	\$1,401,209.11	\$667,973.00



ALL FORMS OF INSURANCE



208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596
Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

YAHOO! MAILWelcome, **garcia_vangie**
[Sign Out, My Account][Mail Home](#) - [Mail Tutorials](#) - [Help](#)[Mail](#) ▾ [Addresses](#) ▾ [Calendar](#) ▾ [Notepad](#) ▾[Mail For Mobile](#) - [Mail Upgrades](#) - [Options](#)[Check Mail](#)[Compose](#)[Search Mail](#)[Search the Web](#)Earn a degree
In less than 1 yr[Previous](#) | [Next](#) | [Back to Messages](#)[Delete](#)[Reply](#)[Forward](#)[Spam](#)[Move](#)**Folders** [\[Add - Edit\]](#)**Inbox (32)**

Draft

Sent

Bulk [Empty]

Trash [Empty]

My Folders [\[Show\]](#)**Search Shortcuts**[My Photos](#)[My Attachments](#)This message is not flagged. [[Flag Message](#) - [Mark as Unread](#)][Printable View](#)**From:** "Ramon Montalvo" <ramon@montalvoinsurance.com> [View Contact Details](#) [Add Mobile](#)
Alert**To:** "'Lina Garcia'" <garcia_vangie@yahoo.com>**Subject:** RE: FW: The District Clerk Of Hidalgo County**Date:** Wed, 28 Feb 2007 15:27:03 -0600

Vangie, as mentioned , this looks good . The only changes I would make are to add:
#4 Mexico Insurance(Liability)- Appx short term premium= \$3,200-GE Seguros
#5 Storage Tank Pollution-expiring 8-5-07 appx premium=\$1,400 -Illinois Union

Thanks ,Ramon

Run Date 03/01/07 08:53 AM

Hidalgo County

Page No 1

For 01/01/07 - 01/31/08

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
7-1100-412-00-002-001-0-523	93RD DC-PUBLIC OFFICIAL INSURANCE	1,600.00	.00	.00	.00	1,600.00	.00
7-1100-412-00-003-001-0-523	139TH DC-PUBLIC OFFICIAL INSURANCE	1,500.00	.00	1,500.00	1,500.00	.00	100.00
7-1100-412-00-004-001-0-523	206TH DC-PUBLIC OFFICIAL INSURANCE	1,800.00	.00	.00	.00	1,800.00	.00
7-1100-412-00-005-001-0-523	275TH DC-PUBLIC OFFICIAL INSURANCE	1,600.00	.00	.00	.00	1,600.00	.00
7-1100-412-00-006-001-0-523	332ND DC-PUBLIC OFFICIAL INSURANCE	1,600.00	.00	.00	.00	1,600.00	.00
7-1100-412-00-008-001-0-523	389TH DC-PUBLIC OFFICIAL INSURANCE	1,500.00	.00	1,500.00	1,500.00	.00	100.00
7-1100-412-00-009-001-0-523	398TH DC-PUBLIC OFFICIAL INSURANCE	1,650.00	.00	.00	.00	1,650.00	.00
7-1100-412-00-021-001-0-523	CCL#1-PUBLIC OFFICIAL INSURANCE	1,500.00	.00	.00	.00	1,500.00	.00
7-1100-412-00-022-001-0-523	CCL#2-PUBLIC OFFICIAL INSURANCE	1,500.00	1,500.00	.00	.00	.00	100.00
7-1100-412-00-023-001-0-523	CCL#3 PROBATE CRT-PUBLIC OFFICIAL INS	2,000.00	.00	1,500.00	1,500.00	500.00	75.00
7-1100-412-00-024-001-0-523	CCL#4-PUBLIC OFFICIAL INSURANCE	1,500.00	.00	.00	.00	1,500.00	.00
7-1100-412-00-025-001-0-523	CCL#5-PUBLIC OFFICIAL INSURANCE	1,600.00	.00	.00	.00	1,600.00	.00
7-1100-412-00-026-001-0-523	CCL#6-PUBLIC OFFICIAL INSURANCE	1,600.00	.00	.00	.00	1,600.00	.00
7-1100-415-40-180-001-0-523	CO CLERK-PUBLIC OFFICIAL INSURANCE	12,250.00	.00	6,212.50	6,212.50	6,037.50	50.71
7-1100-419-00-115-025-0-521	INSURANCE-BLDG INSURANCE	224,741.04	.00	37,343.63	37,343.63	187,397.41	16.62
7-1100-419-00-115-025-0-522	INSURANCE-AUTO,TRUCK & EQUIP INS	200,000.00	.00	27,526.23	27,526.23	172,473.77	13.76
7-1100-419-00-115-025-0-523	INSURANCE-PUBLIC OFFICIAL INSURANCE	99,500.00	.00	19,822.56	19,822.56	79,677.44	19.92
7-1100-419-00-115-025-0-524	INSURANCE-OTHER INSURANCE	382,554.89	.00	76,298.40	76,298.40	306,256.49	19.94
7-1100-451-10-115-033-0-521	HISTORICAL COMM-BLDG INSURANCE	500.00	.00	.00	.00	500.00	.00
7-1100-461-00-380-001-0-524	TX COOP EXTENSION-OTHER INSURANCE	500.00	.00	.00	.00	500.00	.00
1100 GENERAL FUND		940,995.93	1,500.00	171,703.32	171,703.32	767,792.61	18.41
1200 R&B COUNTY WIDE							
7-1200-431-00-120-001-0-521	P/U ROADS-BLDG INSURANCE	.00	.00	1,550.75	1,550.75	-1,550.75	.00
7-1200-431-00-120-001-0-522	P/U ROADS-AUTO,TRUCK & EQUIP INSURANCE	75,000.00	.00	16,199.37	16,199.37	58,800.63	21.60
7-1200-431-00-260-001-0-522	R-O-W DEPT-AUTO,TRUCK & EQUIP INS	12,000.00	.00	707.68	707.68	11,292.32	5.90
1200 R&B COUNTY WIDE		87,000.00	.00	18,457.80	18,457.80	68,542.20	21.22
1210 PARKS COUNTY WIDE							
7-1210-452-00-120-002-0-522	PARKS CO WIDE-AUTO,TRUCK & EQUIP INS	6,000.00	.00	1,606.62	1,606.62	4,393.38	26.78
7-1210-452-00-120-002-0-524	PARKS CO WIDE-OTHER INSURANCE	6,421.44	.00	.00	.00	6,421.44	.00
1210 PARKS COUNTY WIDE		12,421.44	.00	1,606.62	1,606.62	10,814.82	12.93
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
7-1222-412-00-080-006-0-521	DA BAD CK-BUILDING INSURANCE	600.00	.00	.00	.00	600.00	.00

Run Date 03/01/07 08:53 AM

Hidalgo County

Page No 2

For 01/01/07 - 01/31/08

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
7-1222-412-00-080-006-0-522	DA BAD CK-AUTO,TRUCK & EQUIP INSURANCE	2,800.00	.00	.00	.00	2,800.00	.00
7-1222-412-00-080-006-0-523	DA BAD CK-PUBLIC OFFICIAL INSURANCE	1,500.00	.00	.00	.00	1,500.00	.00
7-1222-412-00-080-006-0-524	DA BAD CK-OTHER INSURANCE	800.00	.00	706.00	706.00	94.00	88.25
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		5,700.00	.00	706.00	706.00	4,994.00	12.39
1247 LAW LIBRARY							
7-1247-412-50-100-001-0-524	LAW LIBRARY-OTHER INSURANCE	500.00	.00	.00	.00	500.00	.00
1247 LAW LIBRARY		500.00	.00	.00	.00	500.00	.00
1283 DESIGNATED PURPOSE GRANTS LVL 3							
7-1283-414-00-130-010-8-524	HAVA-GENERAL COMPLIANCE-GEN INSURANCE	2,250.00	.00	.00	.00	2,250.00	.00
1283 DESIGNATED PURPOSE GRANTS LVL 3		2,250.00	.00	.00	.00	2,250.00	.00
1284 DESIGNATED PURPOSE GRANTS LVL 4							
7-1284-421-00-280-031-6-522	CDJ OPERATION LINEBACKER-AUTO& EQUIP INS	499.91	.00	.00	.00	499.91	.00
1284 DESIGNATED PURPOSE GRANTS LVL 4		499.91	.00	.00	.00	499.91	.00
1291 HIDTA							
7-1291-412-00-270-002-0-521	HIDTA TF COMMAND CTR-BLDG INSURANCE	1,000.00	.00	113.36	113.36	886.64	11.34
7-1291-412-00-270-002-0-522	HIDTA TF COMMAND CTR-AUTO,TRUCK & EQ INS	1,000.00	.00	.00	.00	1,000.00	.00
7-1291-412-00-270-002-0-523	HIDTA TF COMMAND CTR-PUBLIC OFFICIAL INS	2,000.00	.00	178.78	178.78	1,821.22	8.94
7-1291-412-00-270-002-0-524	HIDTA TF COMMAND CTR-OTHER INSURANCE	6,000.00	.00	727.60	727.60	5,272.40	12.13
7-1291-412-00-270-003-6-522	HIDTA TASK FORCE-AUTO,TRUCK & EQUIP INS	4,334.91	.00	1,072.97	1,072.97	3,261.94	24.75
1291 HIDTA		14,334.91	.00	2,092.71	2,092.71	12,242.20	14.60
1292 WIC							
7-1292-441-00-350-001-7-521	WIC ADM-BLDG INSURANCE	4,491.06	.00	1,005.96	1,005.96	3,485.10	22.40
7-1292-441-00-350-001-7-522	WIC ADM-AUTO,TRUCK & EQUIP INSURANCE	685.26	.00	313.42	313.42	371.84	45.74
7-1292-441-00-350-001-7-524	WIC ADM-GENERAL INSURANCE	3,551.13	.00	3,532.58	3,532.58	18.55	99.48
1292 WIC		8,727.45	.00	4,851.96	4,851.96	3,875.49	55.59
1297 ADULT PROBATION							
7-1297-423-00-320-002-7-522	BASIC SUPERVISION-AUTOMOBILE INSURANCE	2,856.00	.00	71.61	71.61	2,784.39	2.51
7-1297-423-00-320-002-7-524	BASIC SUPERVISION-OTHER INSURANCE	7,000.00	.00	.00	.00	7,000.00	.00
7-1297-423-00-320-005-7-522	RESTITUTION CTR-AUTOMOBILE INSURANCE	3,424.04	.00	286.44	286.44	3,137.60	8.37
7-1297-423-00-320-008-7-522	COMM CORR-AUTOMOBILE INSURANCE	568.02	.00	214.84	214.84	353.18	37.82
1297 ADULT PROBATION		13,848.06	.00	572.89	572.89	13,275.17	4.14
2201 SELF-FUNDED HEALTH INSURANCE							
7-2201-415-00-115-010-0-524	HEALTH BENEFITS TPA&STP LOSS-GENERAL INS	1,050,000.00	.00	186,350.81	186,350.81	863,649.19	17.75
2201 SELF-FUNDED HEALTH INSURANCE		1,050,000.00	.00	186,350.81	186,350.81	863,649.19	17.75
2202 SELF-FUNDED WORKERS' COMP							
7-2202-419-50-115-066-0-524	CLAIMS SERVICING-GENERAL INSURANCE	240,000.00	.00	.00	.00	240,000.00	.00

For 01/01/07 - 01/31/08

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
2202 SELF-FUNDED WORKERS' COMP							
2202 SELF-FUNDED WORKERS' COMP		240,000.00	.00	.00	.00	240,000.00	.00
7 YEAR		2,376,277.70	1,500.00	386,342.11	386,342.11	1,988,435.59	16.32

AI-2707

17.A.9.

**CONSENT REQ'S
CC REGULAR**

Date: 03/08/2007
Submitted By: Priscilla Torres, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Item**CAPTION**

Requesting authority to purchase computer equipment and peripherals from State Awarded vendors through our participation with TBPC or Cooperative Purchasing Programs for the following:

REQ.	DEPARTMENT	VENDOR	AMOUNT	ACCOUNT NUMBER
105569	I.T.	CDW	\$54.99	7-1100-415-00-200-002-0-665
105673	TAX OFFICE	CDW	\$273.00	7-1100-415-15-140-001-0-336
105761	I.T.	DELL	\$160.15	7-1100-415-00-200-002-0-665
105784	PLANNING	COMPUSA	\$65.97	7-1100-419-10-210-001-0-665
105869	DIST. CLERK	CDW	\$460.00	7-1100-412-00-090-001-0-664
105870	DIST. ATTORNEY	CDW	\$105.99	7-1223-412-00-080-007-0-601
105888	DIST. CLERK	CDW	\$624.00	7-1100-412-00-090-001-0-661
105890	DIST. CLERK	CDW	\$514.49	7-1100-412-00-090-001-0-661
105629	AUDITOR	INFORMATION DESIGN	\$750.00	7-1100-415-21-170-001-0-336

BACKGROUND**Revenue & Expenditures****FISCAL YEAR:** 2007**ACCT. #:** VARIOUS**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:** N**BUDGETARY IMPACT:****Attachments**Link: [CONSENT REQ'S](#)Confidential documents are indicated with a **(c)**.**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/01/2007 05:35 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/01/2007 06:10 PM	APRV
3	Purchasing Department	Marty Salazar	03/03/2007 01:00 PM	APRV
4	Auditor's Office	Janie Lozano	03/02/2007 04:32 PM	NEW
5	Janie Lozano	Janie Lozano	03/02/2007 04:25 PM	RTRN
6	Court Administrator			

Form Started By: Priscilla Torres**Started On:** 02/26/2007 04:12 PM**Final Approval Date:**

Requisition

Req # 00105569

PO #

Date: 02/21/07

Bill To: x
x

Vendor : 153915

CDW GOVERNMENT, INC.
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539Contact: E. KIRBY
956-292-7010

Contract No:

Special Instructions:

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE# FMP9917		
1	EACH	BUSLINK FWM FWP SER TRAVEL KIT	47.00	47.00
1	EACH	FREIGHT	7.99	7.99
		Account No	Encumbrance	
		7-1100-415-00-200-002-0-665	54.99	
			Freight	.00
			Total	54.99
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00105673

PO #

Date: 02/22/07

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT INC.
200 N MILWAUKEE AVE
VERNON HILL IL 60061

Ship To: TAX ASSESSOR-COLLECTOR
100 E. CANO, 1ST FL
EDINBURG TX 78539

Contact: RUDY
956-318-2159

Contract No:

Special Instructions:
C-28
DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	895428 YOS B/U STD 8.1 MASTER SRV MFG: YOS-49721247.91.Z	165.00	165.00
2	EACH	895434 YOS B/U STD 8.1 CLNT SRV 1 PK MFG: YOS49721312.91.Z	54.00	108.00
		<u>Account No</u>	<u>Encumbrance</u>	
		7-1100-415-15-140-001-0-432	273.00	
			Freight	.00
			Total	273.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00105761

PO #

Date: 02/23/07

Bill To: x
x

Vendor : 178136

DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: Griselda
956-292-7010

Contract No:

Special Instructions:

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
5	EACH	AS PER STATE OF TEXAS APPROVAL-CONTRACT #9913578 EXP. 12-31-07-DIR-SSD-192-QUOTE #349954541-CO.JUDGE D-LINK BLUETOOTH USB 2.0 ADAPTER <u>Account No</u> 7-1100-415-00-200-002-0-665 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	32.03 <u>Encumbrance</u> 160.15 Freight Total	160.15 160.15

Authorized By: _____

Requisition

Req # 00105784

PO #

Date: 02/23/07

Bill To: x
x

Vendor : 224936

COMPUSA STORES L.P.
14951 N. DALLAS PKWY
DALLAS TX 75254

Ship To: PLANNING/ZONING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: Irma castillo
956-318-2840

Contract No:

Special Instructions:

Req. #17

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
3	EACH	186418 6' USB Printer cable	21.99	65.97
		<u>Account No</u>	<u>Encumbrance</u>	
		7-1100-419-10-210-001-0-665	65.97	
			Freight	.00
			Total	65.97
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00105869

PO #

Date: 02/27/07

Bill To: X
XVendor: 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515Ship To: DISTRICT CLERK
100 N. CLOSER, 1ST FL
EDINBURG TX 78539Contact: STEPHANIE
956-318-2200

Contract No:

Special Instructions:

REQ. NO: 022707-4

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		AS PER STATE OF TEXAS APPROVAL QISV CONTRACT		
		QUOTE NO: FNW6296		
1	EACH	(1027475) SONYCAMERA DSC-N2 10.1MP CYBER SHOT	391.00	391.00
1	EACH	(886292) SONY FLASH MEMORY CARD - 1GB - MS PRO SUO	39.00	39.00
1	EACH	(992959) SONY SOFT CARRYING CASE	30.00	30.00
		<u>Account No</u>	<u>Encumbrance</u>	
		7-1100-412-00-090-001-0-664	460.00	
			Freight	.00
			Total	460.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00105870

PO #

Date: 02/27/07

Bill To: x
x

Vendor: 153915

CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

Ship To: Hidalgo County District Attorney
100 North Closner 5th Floor
Edinburg Tx 78539

Contact: ROXANA SEGOVIA
956-318-2300

Contract No:

Special Instructions:

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	32024550 MEMOREX CD-R LIGHTSCRIBE 50 PACK	26.00	26.00
1	EACH	32025431 MEMOREX DVD R LIGHTSCRIBE 50 PACK	31.00	31.00
1	EACH	32021985 DVD STORAGE CASE 25 PACK	11.00	11.00
1	EACH	32021992 MEMOREX JEWEL CASES CLR SLIM 100 PACK	25.00	25.00
1	EACH	SHIPPING	12.99	12.99
		Account No	Encumbrance	
		7-1223-412-00-080-007-0-601	105.99	
			Freight	.00
			Total	105.99
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00105888

PO #

Date: 02/27/07

Bill To: x
x

Vendor: 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

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

Contact: STEPHANIE
956-318-2200

Contract No:

Special Instructions:

REQ. NO: 022607-4

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	AS PER STATE OF TEXAS DIR/HP CONTRACT		
		QUOTE NO: FNW6602		
		(1059000) HP COLOR LASERJET CM1017 MFP	624.00	624.00
		Account No	Encumbrance	
		7-1100-412-00-090-001-0-661	624.00	
			Freight	.00
			Total	624.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00105890

PO #

Date: 02/27/07

Bill To: x
x

Vendor: 153915

CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

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

Contact: STEPHANIE
956-318-2200

Contract No:

Special Instructions:

REQ. NO: 022707-5

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		AS PER STATE OF TEXAS QISV CONTRACT		
		QUOTE NO: FNW6899		
4	EACH	(667166) BROTHER QL-550 LABEL PRINTER	122.00	488.00
1	EACH	ESTIMATED SHIPPING	26.49	26.49
		<u>Account No</u>	<u>Encumbrance</u>	
		7-1100-412-00-090-001-0-661	514.49	
			Freight	.00
			Total	514.49
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-2746

17.A.10.

**DRINKING and/or SPRING BOTTLED WATER SERVICE
CC REGULAR**

Date: 03/08/2007

Submitted By: Olga Montero, PURCHASING DEPT.

Submitted For: Olga Montero

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for consideration, discussion and action (if applicable) to award bidder meeting all specifications and requirements with the approval of contract (subject to legal review) for drinking and/or spring bottled water 2007-20-02-28otm

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

on an as need basis (as per each department's request)

Attachments

Link: [backup documents](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/28/2007 04:16 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 10:22 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/01/2007 03:45 PM	APRV
4	Auditor's Office	Linda Fong	03/02/2007 11:18 AM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:32 PM	APRV

Form Started By: Olga Montero

Started On: 02/28/2007 11:39 AM

Final Approval Date: 03/02/2007

HIDALGO COUNTY
"DRINKING and/or SPRING BOTTLED
WATER SERVICE"

Bid No: 2007-20-02-28-otm

ACKNOWLEDGMENT FORM

COMPANY NAME:

VALLEY BOTTLE WATER Company

ADDRESS:

109 N. Fm 509

CITY/STATE/ZIP:

HARLINGEN, TEXAS 78550

AUTHORIZED SIGNATURE:

George L. Tanner

AUTHORIZED SIGNATURE

PRINT:

GEORGE L. TANNER

TITLE:

GENERAL (BRANCH) MANAGER

TELEPHONE NUMBER:

(956) 423-2107 1-800-964-4907

FAX NUMBER:

(956) 428-6615

HIDALGO COUNTY
"DRINKING AND/OR SPRING BOTTLED
WATER SERVICE"
Bid No: 2007-20-02-28-otm

BID PAGE

VENDOR MUST COMPLETE THE FOLLOWING

PART I - ITEM DESCRIPTION	
Drinking and/or Spring Water 5 - Gallon Bottles	
Drinking Water + POLAR	\$ 2.75 #2.75
Spring Water	\$ 3.75
Drinking and/or Spring Water 1 - Gallon Bottles	
Drinking Water 4/19AL. + 6/19AL.	\$ 2.40 #3.60
Spring Water 4/19AL. + 6/19AL.	\$ 3.60 #5.40
16 oz. (24 bottles / per case)	\$ 6.00

PART II - ITEM DESCRIPTION		
WATER DISPENSERS		
MONTHLY DISPENSER RENTAL		
Room Temperature	\$ 2.00	Approximate Size: height 38" width 12" weight 27.8 lbs depth 13"
Cold	\$ 2.00	Approximate Size: height 38" width 12" weight 27.8 lbs depth 13"
Hot/Cold	\$ 3.00	Approximate Size: height 38" width 12" weight 27.8 lbs depth 13"

OPTIONAL SUPPLIES	
4 oz. Conical Drinking Cups	\$ 2.25
4.5 oz. Conical Drinking Cups	\$ N/A
9 oz. Flat Bottom Cups	\$ 2.25
Adjustable Water Cup Dispensers	\$ NO CHARGE

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

REQUIREMENTS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of **April 2, 2007** by and between **Valley Bottle Water Company** a Corporation ("Seller") and **Hidalgo County, in Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Drinking and/or Spring Bottled Water Service"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") **for a period of three (3) years** with County's sole discretion to extend the contract for an additional ninety (90) days under the same rates, terms and conditions.

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one year from the effective date of this Agreement, and termination it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

Valley Bottle Water Company
109 N. FM 509
Harlingen, Texas 78550
Attn: George L. Tanner

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

COMPANY: _____
By: _____
Printed Name: _____
Title: _____

Approved on Commissioners' Court _____
APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "B"

PAYMENT SCHEDULE

AI-2788

17.A.11.

**HIDALGO COUNTY
CC REGULAR**

Date: 03/08/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) '.... a Professional Service' for Architectural Services for the design and construction of additional space at the K-Mart Site.

B. Authority to negotiate an Architectural Contract with the No.1 ranked firm _____ for the provision of Architectural Services for the design and construction of additional space at the K-Mart Site.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: 7-1301-415-00-120-007-0-720

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$186,975.60 as of 3/2/07.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/01/2007 04:28 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 05:12 PM	APRV
3	Dale Kennan	Dale Kennan	03/02/2007 11:35 AM	APRV
4	Auditor's Office	Linda Fong	03/02/2007 02:22 PM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:32 PM	APRV

Form Started By: Laura Moya

Started On: 03/01/2007 02:53 PM

Final Approval Date: 03/02/2007

AI-2755

17.A.12.

Standing Item-Kmart Building Invoice No. 25004.07

CC REGULAR

Date: 03/08/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Approval of Request for payment on Invoice No. 25004.07 in the amount of \$5,493.00 from Rike Ogden Figueroa Alex Architect, Inc., contracted architect for "Construction of Offices at the Property Formally Known As the Kmart Building." C-05-09-08-23

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1301-415-00-120-007-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO 562445 Avail Bal. \$33,175.04

Attachments

Link: [ROFA Invoice](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/01/2007 01:05 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 03:29 PM	APRV
3	Auditor's Office	Linda Fong	03/01/2007 04:09 PM	APRV
4	Joy Hsu	Joy Hsu	03/02/2007 10:59 AM	APRV
5	Joy Hsu	Joy Hsu	03/02/2007 11:00 AM	APRV
6	Linda Fong	Linda Fong	03/02/2007 11:01 AM	APRV
7	Court Administrator	Monica Badillo	03/02/2007 03:32 PM	APRV

Form Started By: Rocio Villarreal

Started On: 02/28/2007 02:29 PM

Final Approval Date: 03/02/2007



2/12/2007

INVOICE NO. 25004.07

Hidalgo County

Hidalgo County offices at the property formerly known as the Old K-Mart building

Project No. 25004

Bid construction price is \$ 3,250,000 $\times 6.0\% = 195,000.00$
80% of A/E fee is \$ 156,000
Negotiated construction contract is \$ 2,803,592
20% of A/E fee is \$ 33,643

phase	percent of fee	fee	percent complete	A/E fee due	less previous A/E fee invoices =	balance due
29,250.00 Program & Schematic Design	15%	\$ 29,250	100%	\$ 29,250	\$ 29,250 =	\$ -
39,000.00 Design Development	20%	\$ 39,000	100%	\$ 39,000	\$ 39,000 =	\$ -
78,000.00 Construction Documents	40%	\$ 78,000	100%	\$ 78,000	\$ 78,000 =	\$ -
9,750.00 Bidding	5%	\$ 9,750	100%	\$ 9,750	\$ 9,750 =	\$ -
39,000.00 Construction	20%	\$ 33,643	77.25%	\$ 25,989	\$ 20,495 =	\$ 5,494
15,359.00						
<u>189,643.00</u>	<u>100%</u>	<u>\$ 189,643</u>	<u>95.45%</u>	<u>\$ 181,989</u>	<u>\$ 176,495 =</u>	<u>\$ 5,494</u>

Reimbursable Expenses

Printing contract documents - five owners' sets no charge

Printing contract documents (72 sets)

Texas Department of Licensing and Regulation

\$ -	-	\$ -	=	\$ -
\$ 4,070	-	\$ 4,070	=	\$ (0)
\$ 1,227	-	\$ 1,227	=	\$ (1)

Reimbursable Expenses Total

\$ 5,296	-	\$ 5,297	=	\$ (1)

Total

\$ 187,285	-	\$ 181,792	=	\$ 5,493

Architectural/ Engineering fee balance due

\$ 5,493

562445
GOOD SERVICES RECEIVED BY:

ON 2-14-07

INVOICE RECEIVED BY:

ON 2-14-07

6-1301-415-00-120-007-0-720
5,493.20

RECEIVED BY
COUNTY AUDITOR

[Signature]

AI-2759

17.A.13.

Termination of contracts

CC REGULAR

Date: 03/08/2007

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for discussion, consideration and action for Hidalgo County to terminate the awarded contracts (as yet not executed by vendors) with VAIL, Inc. and A Sign Language Company inasmuch as both vendors have not met Hidalgo County's specified Insurance requirements.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Termination](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/02/2007 01:20 PM	APRV
2	Budget & Management	Dina Trevino	03/02/2007 02:22 PM	APRV
3	Dale Kennan	Dale Kennan	03/02/2007 02:56 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Mary Maldonado

Started On: 02/28/2007 03:19 PM

Final Approval Date:

8. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with construction of a new Hon
Mario E. Ramirez, Jr. Juvenile Detention Facility:
a) **General status report by project architect (when necessary) or purchasing department**
b) **Other related items**

NO ACTION taken on this item.

At this time Commissioner Garza steps out of the Court.

9. **Recommending approval of contract (subject to legal review) with Kitchen Resources, L.P. dba STEPCO Restaurant Supply, for the purchase of Food Service Equipment for the new 'Juvenile Justice Center- Judge Mario E. Ramirez, Jr.' as approved by Commissioners' Court on September 12, 2006.**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

10. **A. Presentation for consideration, discussion and acceptance of qualifications/proposals received from Valley Association for Independent Living (VAIL) and A Sign Language Company in response to the RFQJP for "Qualified Interpreting Services" for Hidalgo County for the purpose of Commissioners' Court ranking the responses as "qualified" in order to proceed to negotiate a contract; and (if approved)**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

- B. Requesting authority for the Purchasing Department to negotiate a final contract with (vendors) for "Qualified Interpreting Services ~.**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

11. **Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with Arguindegui Oil Company for Gasoline, On & Off Highway Diesel Fuel.**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

12. **Recommending award of bid and approval of contract (subject to legal review) for: Bid No. 2006-266-09-27-VYG-Hidalgo County-Mats, Dust Mops, & Shop Rags-Janitorial Services", to low bidder meeting all requirements and specifications.**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.



PURCHASING DEPARTMENT
County Of Hidalgo

November 27, 2006

Ms. Raquel R. Taylor
A Sign Language Company
2708 C.N. 10th -PMB #266
McAllen, Texas 78501

Dear Ms. Taylor:

In order to proceed with the contract for Quailified Interpreting Services, please provide the following:

- ☐ Original contract with signature of responsible party. Contract was mailed_____
- ☒ Proof of Insurance. (See "enclosed")
- ☐ Licenses and Certificates.
- ☐ Other: Your insurance has expired. Please send us a copy of your insurance certificate upon receipt.
- ☐ County must be named as an additional insured (See Exhibit "C")
- ☐ Please send copy of W-9 Form

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call me. (956) 318-2626

Sincerely,

Mary A. Maldonado

Mary A. Maldonado, Contracts Manager
Hidalgo County Purchasing Department



PURCHASING DEPARTMENT
County Of Hidalgo

December 12, 2006

SECOND NOTICE

Ms. Raquel R. Taylor
A Sign Language Company
2708 CN 10th. PMB #266
McAllen, Texas 78501

Dear Ms. Taylor:

In order to proceed with the **Contract** and for Auditor's to pay, please provide the following:

- ☐ Original contract with signature of responsible party. Contract was mailed _____
- ☒ Proof of Insurance. (See Exhibit "C")
- ☐ Licenses and Certificates.
- ☐ Your insurance has expire. Please send us a copy of your insurance certificate upon receipt
- ☐ County must be named as an additional insured (See Exhibit "C")

This is to inform you that County payment procedures require that an executed contract be in place prior to invoices being processed for payment under the bid award.

Thank you for your attention to this matter. If you should have any questions or require any information, please do not hesitate to call me. (956) 318-2626

Sincerely,

Mary A. Maldonado

Mary A. Maldonado, Contracts Manager
Hidalgo County Purchasing Department



PURCHASING DEPARTMENT County Of Hidalgo

January 5, 2007

Ms. Raquel R. Taylor
A Sign Language Company
2708CN 10th PMB #266
McAllen, Texas 78501

Dear Ms. Taylor:

Thank you for sending your insurance for worker's compensation, but I also need proof of general liability and auto liability.

I am sending you Exhibit "C" where it explains what insurances and what limits of insurance Hidalgo County must have before we can proceed with a contract. The certificate of insurance must name Hidalgo County as an additional insured.

- ☐ Original contract with signature of responsible party. Contract was mailed
- ☒ Proof of Insurance. (Exhibit "C")
- ☐ Licenses and Certificates.
- ☐ Other: Certificate of Insurance is required to be in a Accord Form. Please see attachment.
- ☒ County must be named as an additional insured (See Exhibit "C")

Thank you in advance for your attention to this matter. If you should have any questions or require any information, please do not hesitate to call me at (956) 318-2626. Proof of Insurance can be faxed to (956) 318-2629; Attention: Mary A. Maldonado.

Sincerely,

Mary A. Maldonado, Contracts Manager
Hidalgo County Purchasing Department



PURCHASING DEPARTMENT
County Of Hidalgo

THIRD NOTICE

January 12, 2006

Ms. Raquel R. Taylor
A Sign Language Company
2708 CN 10th. PMB #266
McAllen, Texas 78501

Dear Ms. Taylor:

In order to proceed with the **Contract** and for Auditor's to pay, please provide the following:

- ☐ Original contract with signature of responsible party. Contract was mailed _____
- ☐ Proof of Insurance. (See Exhibit "C")
- ☐ Licenses and Certificates.
- ☐ Your insurance has expire. Please send us a copy of your insurance certificate upon receipt
- ☒ County must be named as an additional insured (See Exhibit "C")

This is to inform you that County payment procedures require that an executed contract be in place prior to invoices being processed for payment under the bid award.

Thank you for your attention to this matter. If you should have any questions or require any information, please do not hesitate to call me. (956) 318-2626

Sincerely,

Mary A. Maldonado

Mary A. Maldonado, Contracts Manager
Hidalgo County Purchasing Department



PURCHASING DEPARTMENT County Of Hidalgo

November 20, 2006

Mr. Woodie Johnston
Valley Association for Independent Living
3016 N. McColl Ste B
McAllen, Texas 78501

Dear Mr. Johnson:

Pursuant to action by the Hidalgo County Commissioners' Court on **November 11, 2006** your company was awarded a contract for "Sign Language Interpretation". In order to proceed with the contract, you **must** provide the following:

- ☐ Original contract with signature of responsible party. Contract was mailed _____
- ☒ Proof of Insurance (See Exhibit "C")
- ☐ Licenses and Certificates.
- ☐ Other: Your insurance has expired. Please send us a copy of your insurance certificate upon receipt.
- ☐ County must be named as an additional insured (See Exhibit "C")
- ☐ Please send copy of W-9 Form

If you have any questions or concerns please call me at (956) 318-2626 ext. 4858

Sincerely,

Mary A. Maldonado
Mary A. Maldonado, Contracts Manager
Hidalgo County Purchasing Department



PURCHASING DEPARTMENT
County Of Hidalgo

December 12, 2006

SECOND NOTICE

Mr. Woodie Johnston
Valley Association for Independent Living
3016 N. McColl Ste B
McAllen, Texas 785019

Dear Mr. Johnston:

In order to proceed with the **Contract** and for Auditor's to pay, please provide the following:

- ☐ Original contract with signature of responsible party. Contract was mailed_____
- ☒ Proof of Insurance. (See Exhibit "C")
- ☐ Licenses and Certificates.
- ☐ Your insurance has expire. Please send us a copy of your insurance certificate upon receipt
- ☐ County must be named as an additional insured (See Exhibit "C")

This is to inform you that County payment procedures require that an executed contract be in place prior to invoices being processed for payment under the bid award.

Thank you for your attention to this matter. If you should have any questions or require any information, please do not hesitate to call me. (956) 318-2626

Sincerely,

Mary A. Maldonado, Contracts Manager
Hidalgo County Purchasing Department



PURCHASING DEPARTMENT
County Of Hidalgo

January 5, 2007

Mr. Woodie Johnston
Valley Association for Independent Living
3016 N. McColl Ste B
McAllen, Texas 78501

Dear Mr. Johnston:

Thank you for sending your general liability insurance , but I also need proof of auto liability and workers compensation.

I am sending you Exhibit "C" where it explains what insurances and what limits of insurance Hidalgo County must have before we can proceed with a contract. The certificate of insurance must name Hidalgo County as an additional insured.

- ☐ Original contract with signature of responsible party. Contract was mailed
- ☒ Proof of Insurance. (Exhibit "C")
- ☐ Licenses and Certificates.
- ☐ Other: Certificate of Insurance is required to be in a Accord Form. Please see attachment.
- ☐ County must be named as an additional insured (See Exhibit "C")

Thank you in advance for your attention to this matter. If you should have any questions or require any information, please do not hesitate to call me at (956) 318-2626. Proof of Insurance can be faxed to (956) 318-2629; Attention: Mary A. Maldonado.

Sincerely,

Mary A. Maldonado, Contracts Manager
Hidalgo County Purchasing Department



PURCHASING DEPARTMENT
County Of Hidalgo

January 22, 2007

Mr. Woodie Johnston
Valley Association for Independent living
3016 N. McColl Ste B
McAllen, Texas 78501

Dear Mr. Johnston:

Hidalgo County payment procedures require that all contracts be in place prior to invoices being processed for payment under the awarded contract. However, in order to enter into a contract, and prior to the rendering of any services, it is required that all **Insurance Certificates** see (**Exhibit "C"**) must be provided to the Purchasing Department.

We have informed you several times that you need to provide us with your Certificate of Insurance if you wish to continue with this project.

Please provide us with your proof of insurance by January 31, 2007, if I do not receive your insurance at this time, I will place this matter in the next Commissioners' Court meeting for their advise and recommendation.

If you should have any questions or require any information, please do not hesitate to call me at (956) 318-2626.

Sincerely,

Mary A. Maldonado, Contracts Manager
Hidalgo County Purchasing Department

AI-2758

17.B.1.

Pct 1 CIP Equipment

CC REGULAR

Date: 03/08/2007

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Gricelda Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Agenda Item

CAPTION

A. Requesting authority to purchase through Hidalgo County's membership and participation with TASB-Buy Board's awarded vendor Ingram Compaction, LLC, two (2) New AP-915 Pneumatic Rollers for a total amount of \$123,052.00 which includes warranty and delivery fees.(CIP Equipment);

B. Requesting authority to purchase through Hidalgo County's participation through the Interlocal Agreement with HGAC's awarded vendor Lansdowne-Moody Company, LP, one (1) New TEREX-TX870B Back-Hoe Loader for a total amount of \$69,561.11which includes warranty and delivery fees.(CIP Equipment);

C. Requesting authority to purchase through Hidalgo County's membership/participation In Texas Building & Procurement Commission's GSA-TXMAS awarded vendor Air Burners LLC, one (1) S-327 Box Burner for a total amount of \$\$122,763.00 which includes warranty and delivery fees. (CIP Equipment)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 07

ACCT. #: 1336-431-00-121-041-0-742

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [Pct. 1 CIP Equipment](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/01/2007 01:21 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 03:29 PM	APRV
3	Dale Kennan	Dale Kennan	03/02/2007 10:50 AM	APRV
4	Auditor's Office	Linda Fong	03/02/2007 11:22 AM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:32 PM	APRV

Form Started By: Gricelda Villarreal

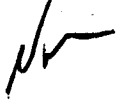
Started On: 02/28/2007 03:18 PM

Final Approval Date: 03/02/2007

Memorandum

To: PURCHASING DEPT.

ATTN: CRIS VILLARREAL

From: NOE MONTEZ, PCT. 1 

Date: 2/28/2007

Re: CIP EQUIPMENT

CRIS: ATTACHED FIND INFORMATION THAT I HAVE ON THE BACKHOE LOADER AND THE 2 PNEUMATIC ROLLERS.

PLEASE REVIEW AND SEE IF WE CAN GET ON CC FOR APPROVAL TO PURCHASE. THE BACKHOE WOULD BE FROM HGAC AND THE ROLLERS WOULD BE FROM INGRAM COMPACTION THRU THE BUYBOARD.

THANKS

NOE

INGRAM COMPACTION, LLC

**1908 DeKoven Avenue
Racine, Wisconsin 53403**

February 28, 2007

Hidalgo County, Precinct 1
1902 Joe Stephens Avenue
Weslaco, TX 78596

Attn: Mr. Joseph Palacios
Mr. Roman Rodriguez

This letter is to confirm that H & V Equipment, Inc. is authorized to sell and service products manufactured by Ingram Compaction, LLC in South Texas.

Further, Ingram Compaction, LLC is a member of BuyBoard in good standing.

Should you have any questions or wish to contact me personally I can be reached at: (262) 898-7338 ext. 143 or

Thank you for the opportunity to quote our AP915 rollers.

Best regards,



Thomas Meyer
Manager, Sales & Marketing

Cc: Thad Moore

H & V Equipment, Inc.

**P.O. Box 909
Progreso, TX 78579**

12-February-07

**HIDALGO COUNTY PCT. #1
1902 JOE STEPHENS AVENUE
WESLACO, TEXAS 78596**

Attn. Joseph Palacios / Roman Rodriguez

H & V Equipment, Inc is pleased to quote you the following INGRAM AP 915 Pneumatic Roller. This quotation is quoted off of the Buy Board through Ingram Compaction, LLC. The contact person is Tom Meyers with INGRAM at 262-6898-7338, ext. #143.

One New INGRAM AP-915 Pneumatic Roller with five front tires,
And four rear tires, light package, sprinkler system, ROPS, 61 cu ft
Ballast capacity, 13,000# operating weight with no ballast, to
30,000# (maximum ballast)

	\$76,315.00
Less governmental discount (22%)	<u>16,789.00</u>
	59,526.00
Warranty Reserve, PDI Make Ready	1,500.00
Make Ready, Delivery	<u>500.00</u>
Total Delivered Price Each	\$ 61,526.00
	<u>X 2</u>
Total Delivered Price Two Units	\$123,052.00

Delivery 30 to 60 days

Thank you for the business you have given us in the past, and for the opportunity to quote these machine's.

Yours truly,



Thad R. Moore



CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract No.:

EM06-05

Date Prepared:

2/6/2007

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT. #1	Contractor:	Lansdowne-Moody Company, LP
Contact Person:	ROMAN RODRIGUEZ	Prepared By:	H & V EQUIPMENT, INC. / THAD R. MOORE
Phone:	956-393-9106	Phone:	956-565-3788
Fax:		Fax:	956-565-2252
Email:		Email:	hvequipment@aol.com

Product Code:	F-445	Description:	TEREX TX-870B BACK-HOE LOADER

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$54,697.89

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
08H200CAB ROPS CAB	\$4,625.00		\$0.00
08420049011 AIR CONDITIONER	\$3,370.00		\$0.00
08ACC91A AIR SUSPENSION SEAT	\$345.00		\$0.00
08ACC02A SINGLE ROTATING BEACON	\$80.00		\$0.00
08ACC28A EXTRA REAR WORK LIGHTS	\$110.00		\$0.00
RIDE CONTROL.	\$1,320.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00	Subtotal From Additional Sheet(s):	\$0.00
	\$0.00	Subtotal B:	\$9,850.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
	\$0.00		\$0.00
	\$0.00	Subtotal From Additional Sheet(s):	\$0.00
	\$0.00	Subtotal C:	\$0.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
FREIGHT	\$1,500.00	Percentage Off List Price	0.00%
PDI - MAKE READY DELIVERY	\$1,500.00		\$0.00
		Subtotal D:	\$3,000.00

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) \$67,547.89

Quantity Ordered: 1 X Subtotal of A + B + C + D: \$67,547.89 = Subtotal E: \$67,547.89

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: \$1,013.22

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
WARRANTY RESERVE	\$1,000.00		\$0.00
		Subtotal G:	\$1,000.00

Delivery Date: 30 TO 60 DAYS **H. Total Purchase Price (E+F+G):** \$69,561.11



4390 Cargo Way
Palm City, FL 34990
888-566-3900
772-220-7303
Fax 772-220-7302
E-Mail: info@airburners.com

www.airburners.com



Contract Holder

February 28, 2007

Hidalgo County, Precinct 1
1902 Joe Stephens Avenue
Weslaco, TX 78596

Re: Air Burners, LLC Products

Attn: Mr. Joseph Palacios
Mr. Roman Rodriguez

This letter is to confirm that H & V Equipment, Inc. is authorized to sell and service products manufactured by Air Burners, LLC in the state of Texas.

Additionally, Air Burners, LLC holds contracts in good standing with GSA and TXMAS.

Should you have any questions or need additional information, I can be contacted at: 772-220-7303 or mdulmage@airburners.com

We appreciate your interest in Air Burners and the opportunity to be of service.

Regards,

Mike Dulmage
Regional Sales Manager

Cc: Thad Moore
H & V Equipment, Inc.

February 28, 2007

Hidalgo County, Precinct 1
1902 Joe Stephens Avenue
Weslaco, TX 78596

Re: Air Burners, LLC Products

Attn: Mr. Joseph Palacios
Mr. Roman Rodriguez

Air Burners, LLC is the sole source provider for the following Air Curtain Box Burner quoted by its Texas Dealer, H & V Equipment, Inc. through TXMAS. Air Burners, LLC is a TXMAS contract holder.

H & V Equipment is pleased to quote Hidalgo County Pct. #1 one new S-327 Box Burner for a total delivered set up price of \$122,763.00. The quoted price includes the published TXMAS price of \$114,263.00, \$3,500.00 for two training / certification sessions for county employees by a factory trained instructor, a \$1,500.00 loading charge, a \$1,500.00 offloading charge (hydraulic crane capable of lifting the 50,000 lb Air Burner), and a \$2,000.00 charge for warranty reserve, make ready, and delivery/set up by the dealer. H & V will be responsible for these additional services.

Please issue the PO to H & V Equipment, Inc. and we will invoice Pct. #1 and handle the paper work.

Thank you for the business you have given us in the past and for the opportunity to quote this machine.

Yours truly,

Thad R. Moore

AI-2793

17.B.2.

Regular Item
CC REGULAR

Date: 03/08/2007
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Agenda Item

CAPTION

Requesting authority to purchase computer equipment and peripherals for Precinct 1 Rd. Admin. from State Awarded Vendor through our participation with Cooperative Programs (DIR) from CDW Government, Inc. Requisition #106138 for the amount of \$6,686.73.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1201-431-00-121-004-0-745

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available for pending requisition #106138 as of 3/2/07.

Attachments

Link: [Pct 1 comps](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/02/2007 01:40 PM	APRV
2	Budget & Management	Dina Trevino	03/02/2007 02:18 PM	APRV
3	Dale Kennan	Dale Kennan	03/02/2007 03:07 PM	APRV
4	Auditor's Office	Janie Lozano	03/02/2007 03:57 PM	APRV
5	Janie Lozano	Janie Lozano	03/02/2007 04:30 PM	APRV
6	Linda Fong			NEW
7	Court Administrator			

Form Started By: Matilde Faz

Started On: 03/01/2007 04:29 PM

Final Approval Date:

Requisition

Req # 00106138

PO #

Date: 03/01/07

Regular # 2793

Bill To: x
x

Vendor: 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: VERONICA/NOE
956-968-8733

Contract No:

Special Instructions:

A49

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QISV		
3	EACH	HP COMPAQ NOTEBOOK, CDW#1048181	1,479.00	4,437.00
3	EACH	HP MULTIBAY II DVD+/-RW DRIVE CDW#859937	169.00	507.00
3	EACH	HP ADVANCED DOCKING STATION CDW#978786	229.00	687.00
3	EACH	MICROSOFT OFFICE LICENSE CDW#1068836	326.91	980.73
3	EACH	MICROSOFT OFFICE CDW#1061696	25.00	75.00
		<u>Account No</u>	<u>Encumbrance</u>	
		7-1201-431-00-121-004-0-745	6,686.73	
			Freight	.00
			Total	6,686.73
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-2764

17.C.1.

R. Gutierrez Work Authorization No. 5

CC REGULAR

Date: 03/08/2007**Submitted By:** Rocio Villarreal, PURCHASING DEPT.**Submitted For:** Rocio Villarreal**Department:** PURCHASING DEPT.**Agenda Area:** Purchasing Department**Purchasing only:** Prct. 2

Agenda Item**CAPTION**

A. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 5 (with a estimated cost of \$3,150.00) for "Moore Rd located approx. 1/2 mi east of Tower Rd" with R. Gutierrez Engineering Corporation to provide engineer services to Hidalgo County Precinct No. 2. **C-06-251-08-15** (Fund 1202)

B. Presentation for discussion, consideration, acceptance, and approval of Request for Payment Invoice No. 2175 in the amount of \$163,346.61 from R. Gutierrez Engineering Corporation, contracted engineer for Precinct No. 2, "**No. 1 Rd**" with authority for Auditor to issue payment after review, audit, and processing procedures completed.

BACKGROUND

Revenue & Expenditures**FISCAL YEAR:** 2007**ACCT. #:** 7-1202-431-00-122-006-0-711**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:** N**BUDGETARY IMPACT:**

Avail. on Acct. \$75,115.75

FISCAL YEAR: 2007**ACCT. #:** SEE NOTE**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:** N**BUDGETARY IMPACT:**

* NOTE- PO 353005 **7-1315-431-00-122-016-0-711**-Avail. \$29,442.27; **7-1315-431-00-122-016-0-731**-Avail. \$529,096.40;
7-1315-431-00-122-016-0-841-Avail. \$ 2,937.16

AttachmentsLink: [WA #5](#)Link: [R. Gutierrez Invoice](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/01/2007 01:35 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 03:35 PM	APRV
3	Sergio Cruz	Sergio Cruz	03/02/2007 09:16 AM	APRV
4	Auditor's Office	Linda Fong	03/02/2007 09:40 AM	APRV
5	Joy Hsu	Joy Hsu	03/02/2007 11:15 AM	NEW-R
6	Linda Fong	Linda Fong	03/02/2007 01:14 PM	RTRN
7	Sergio Cruz			
8	Court Administrator			

Form Started By: Rocio Villarreal**Started On:** 02/28/2007 03:49 PM**Final Approval Date:**

HIDALGO COUNTY
Professional Engineering Services
Contract # C-06-251-08-15
Work Authorization Form

Work Authorization No. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "Owner," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide services in the development of parcel metes and bounds descriptions and sketches for use in obtaining the necessary right-of-way for the construction of the bridge replacement project on Moore Road located approximately ½ mile east of Tower Road.

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 included in **Exhibit D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

PART 3. PAYMENT

Payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 8.

PART 4. FUNDING

This Work Authorization No. 5 shall be funded through funding source:

Account No. 7-1202-431-00-122 006-0-711

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 3.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT

This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ____ day of _____, 2007.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-06-251-08-15

Work Authorization No. 5

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**.

General

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.
- (2) 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.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-06-251-08-15

Work Authorization No. 5

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project**.

The **Engineer** will provide to the **Owner** the following:

The **Engineer** will prepare parcel sketches and field notes, signed and sealed by a Registered Public Land Surveyor, of all parcels requiring acquisition. Procedures followed will be those satisfying TxDOT requirements for federally funded projects. The **Engineer** will provide for the necessary right-of-way research or utilize ownership information provided by the **Owner** in developing the right-of-way parcel sketches and field notes. The surveyor will perform field surveying to establish the existing and proposed right-of-way lines and easement boundaries. The surveyor will perform any necessary revisions to the right-of-way map, field notes and parcel sketches as required to complete the project.

Moore Rd Bridge R.O.W.

R. Gutierrez
Engineering Corporation

EXHIBIT "C"

WORK SCHEDULE

	2007							
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Moore Rd Bridge R.O.W.								
Obtain Title Reports								
Perform Field Surveys								
Develop R.O.W. Parcels								

**R. GUTIERREZ ENGR CORP
SUMMARY****EXHIBIT D****Moore Rd Bridge R.O.W.****Fee Proposal**

TASK	COST PER PARCEL	TOTAL ESTIMATED FEE
RIGHT-OF-WAY ##		
R.O.W. Parcel (Estimated 3 Parcels)	\$600 per Parcel	\$1,800
Title Reports (Estimated 3 Parcels)	\$450 per Parcel	\$1,350
TOTAL ESTIMATED FEE		\$3,150

Note: Actual Payment for right-of-way parcels to be based on a per parcel basis.

R. Gutierrez Engineering Corporation

February 27, 2007

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

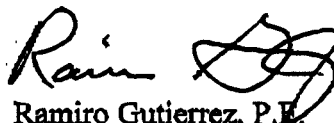
RE: Work Authorization No. 5 – Moore Rd Bridge R.O.W.
Project No. ENG06.019e

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 5 of the 2006 Road & Bridge Contract. This work authorization is for professional services associated with the Moore Road Bridge Replacement project that TxDOT is doing for the County. This work authorization is for preparing parcel sketches and metes & bounds descriptions for use in the right-of-way acquisition necessitated by the project.

Please place this Work Authorization No. 5 before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,


Ramiro Gutierrez, P.E.
President

encl

cc: Files

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2175
Saturday, February 17, 2007

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG99.012 No. "I" Rd.

Professional Services for the Period: 9/30/2006 to 2/16/2007

Billing Group: 01 Phased % of Construction
No. "I" Road

Contract #: PO#353005

Construction Cost: 11,992,932.17
% of Construction Cost: 12.00%
Billing Fee: \$1,439,151.86

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Phase I (Schematic)(Part 1)	142,739.55	9.92	100.00	142,739.55	142,739.54	0.01
Phase I (Schematic)(Part 2)	73,133.23	5.08	100.00	73,133.23	49,752.00	23,381.23
Phase II (Design)(Part 1)	808,857.43	56.20	100.00	808,857.43	808,857.43	0.00
Phase II (Design)(Part 2)	414,421.65	28.80	95.00	393,700.57	253,735.20	139,965.37
00353005				Total Phases:	\$163,346.61	
7-1315-431-00-122-016-0-711						
7-1315-431-00-122-016-0-731						
7-1315-431-00-122-016-0-841				Phase Billing Totals:	\$163,346.61	

Billing Group Subtotal: 163,346.61

Project Totals:

***** Total Project Invoice Amount:**

\$163,346.61


Ramiro Gutierrez
President

INVOICE RECEIVED BY: Yeni ON 2/23/07
GOODS/SERVICES RECEIVED BY: Hector I. Palacios ON 2/23/07

R. Gutierrez Engineering Corp
Project Estimate

North "I" Road

From: Owassa Road, south
To: SH 495

ITEM DESCRIPTION		COST	
PART 1 - OWASSA ROAD TO SH 495			
LENGTH OF PROJECT - PART 1 = 2.50 MILES			
ROADWAY & DRAINAGE ITEMS (82' & 64' C&G Section			\$7,565,757.03
BRIDGE ITEMS (58' X 75')			\$364,217.75
TOTAL CONSTRUCTION COST			\$7,929,974.78
ENGINEERING & SURVEYING FEE (12%)			\$951,596.97
15% FEE - PHASE I		\$142,739.55	
85% FEE - PHASE II		\$808,857.43	
TOTAL PROJECT COST			\$8,881,571.75

R. Gutierrez Engineering Corp.
Project Estimate

North "I" Road

From: US 281 Front Rd, south
To: Owassa Road

ITEM DESCRIPTION		COST	
PART 2 - US 281 FRONT RD TO OWASSA ROAD			
LENGTH OF PROJECT - PART 2 = 1.85 MILES			
ROADWAY & DRAINAGE ITEMS (64' C&G Section)			\$3,594,483.39
BRIDGE ITEMS (75' X 44')			\$468,474.00
TOTAL CONSTRUCTION COST			\$4,062,957.39
ENGINEERING & SURVEYING FEE (12%)			\$487,554.89
15% FEE - PHASE I		\$73,133.23	
85% FEE - PHASE II		\$414,421.65	
TOTAL PROJECT COST			\$4,550,512.28

R. Gutierrez
Engineering Corporation

North "I" Road

From: US 281 Front Rd
To: SH 495

ITEM DESCRIPTION		COST	
TOTAL PARTS 1 & 2 - US 281 FRONT RD TO SH 495			
LENGTH OF PROJECT = 4.35 MILES			
ROADWAY & DRAINAGE ITEMS (82' C&G Section)			\$11,160,240.42
BRIDGE ITEMS (75' X 44')			\$832,691.75
TOTAL CONSTRUCTION COST			\$11,992,932.17
ENGINEERING & SURVEYING FEE (12%)			\$1,439,151.86
15% FEE - PHASE I		\$215,872.78	
85% FEE - PHASE II		\$1,223,279.08	
TOTAL PROJECT COST			\$13,432,084.03

R. Gutierrez Engineering Corporation**Transmittal Form**

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: North I Road
PROJECT NO.: ENG99.012
DATE: February 23, 2007

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

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

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	2/17/2007	Invoice No. 2175 w/ cost breakdown
1	2/23/2007	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ FOR BIDS DUE	☐ APPROVED AS NOTED	☐ FOR YOUR RECORDS
☐ FOR APPROVAL	☐ APPROVED AS SUBMITTED	☐ FOR YOUR ACKNOWLEDGEMENT
☐ FOR YOUR USE	☐ RETURN FOR CORRECTIONS	☐ RESUBMIT FOR APPORVAL
☐ AS REQUESTED	☒ FOR FURTHER PROCESSING	☐ ON LOAN
☐ FOR REVIEW AND COMMENT	☐ FOR SIGNATURE	☐ OTHER

COMMENTS:

RECEIVED
FEB 23 2007

Copy Distribution: file

Received by: _____

R. Gutierrez Engineering Corporation

February 23, 2007

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: North "I" Road – Invoice (ENG99.012)

Dear Commissioner Palacios:

I am submitting this letter to explain the amount of work accomplished on the above referenced project with this invoice. The project limits are as follows:

Part I is from Owassa Road to SH 495, a distance of 2.50 miles. (the southern part)
Part II is from US 281 to Owassa Road, a distance of 1.85 miles. (the northern part)

The overall estimated construction cost for the project has now increased to \$11,992,932.17. This updated cost is as a result of the plans being completed except for the final review from TxDOT. We are considering that as 95% complete. The work completed to date is shown below:

WORK COMPLETED TO DATE

The percent complete for work for Phase I (Schematic Design and Right-of-Way Map) of the North "I" Road project is as follows:

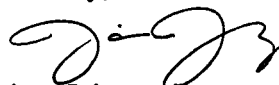
Part 1 (the southern part) is 100% complete.
Part 2 (the northern part) is approximately 100% complete.

The percent complete for work for Phase II (Detailed Plans, Specifications & Estimate) of the North "I" Road project is as follows:

Part 1 (the southern part) is 100% complete.
Part 2 (the northern part) is approximately 95% complete.

Please process this invoice promptly. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachment(s)

cc: Files

AI-2738

17.C.2.

**GEO-GRID REINFORCEMENT MATERIAL
CC REGULAR**

Date: 03/08/2007

Submitted By: Olga Montero, PURCHASING DEPT.

Submitted For: Olga Montero

Department: PURCHASING DEPT.

Agenda Area: Precinct #2

Purchasing only: Prct. 2

Agenda Item

CAPTION

PRECINCT #2

Presentation for consideration, discussion and action (if applicable) to award bidder meeting all specifications and requirements with the approval of contract (subject to legal review) for " GEO-GRID REINFORCEMENT MATERIAL". RFB No. 2007-19-02-21-otm

BACKGROUND

Refer to letter of recommendation from Pct #2
Final Tab Sheet
Draft Contract

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 1202-431-00-122-006-0-673

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$200,433.06 available balance as of 03-01-07. RC

Attachments

Link: [geo grid documents](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/01/2007 09:45 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/01/2007 05:15 PM	APRV
3	Purchasing Department	Marty Salazar	03/02/2007 01:18 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Olga Montero

Started On: 02/28/2007 10:31 AM

Final Approval Date:



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
ATTN: Agapito Vargas/ Ricardo Cuellar
FROM: Olga T. Montero, Buyer
Hidalgo County Purchasing Department
DATE: February 26, 2007
RE: **BID NO. 2007-19-02-21-otm**
BID - "Geo-Grid Reinforcement Material"

Please review the attached tabulation for the above referenced project. Submit your recommendations by no later than 10:00 A.M. WEDNESDAY, February 28, 2007 to place on Commissioner's Court for award by TUESDAY, March 6, 2007.

If you should have any questions, please contact me at (956) 318-2626.

Recommended Vendor(s):

CONTECH CONST

Account Number(s):

Ricardo Cuellar

Signature

2/26/07

Date

Encl.

xc: file

Total pages: 4

Hidalgo County Precinct No. 2
"PURCHASE OF GEO-GRID REINFORCEMENT MATERIAL"
Bid No. 2007-19-02-21-otm

BID PAGE

DESCRIPTION:

UNIT PRICE:

TYPE 1 GEO GRID AS PER SPECIFICATIONS
ADDITIONAL CHARGES:

\$ 1.85/SY
\$ —

TYPE 2 GEO GRID AS PER SPECIFICATIONS
ADDITIONAL CHARGES:

\$ 3.31/SY
\$ —

BIDDER'S NAME:

Contech Construction Products, Inc.

ADDRESS:

404 E. Ramsey, Ste. 109 - San Antonio

CITY/STATE/ZIP CODE:

San Antonio, TX 78216

PHONE NUMBER:

(210) 737-1112

FAX NUMBER:

(210) 737-0026

AUTHORIZED SIGNATURE:



PRINTED NAME:

Cesar Tijerina

TITLE:

Sales Representative

DATE:

02/15/07

TOTAL BID PRICE:

NOTE: UNIT PRICE TO BE GOOD FOR A PERIOD OF 1 (ONE) YEAR FROM DATE OF ACCEPTANCE AND MAY BE EXTENDED AT THE SOLE DISCRETION OF COUNTY FOR AN ADDITIONAL NINETY(90) DAYS, UNLESS THIS CONTRACT IS TERMINATED PURSUANT TO THE PROVISIONS HEREIN, WHICHEVER OCCURS FIRST.

NOTE: ROLL SIZES:

TYPE 1 { 13.1' x 246'
 { 9.8' x 246'

TYPE 2 { 13.1' x 164'
 { 9.8' x 164'

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 2

BID OPENING DATE: FEBRUARY 21, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "GEO-GRID REINFORCEMENT MATERIAL"

BID NO: 2007-19-02-21-otm

BUYER: OLGA T. MONTERO

BID # RFB#	NAME OF COMPANY	Type 1 Geo Grid	Type 2 Geo Grid
#1	Seabreeze Culvert, Inc.	\$ 2.51s.y.	\$ 4.62 s.y.
#2	Contech Construction Products, Inc.	√ \$1.85 s.y.	√ \$3.31 s.y.
#3			
#4			
#5			
#6			
#7			

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT

C-07-19-02-21

THIS CONTRACT is made and entered into this 31st day of March, 2007 by **Contech Construction Products, Inc.** and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and , Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for **"GEO-GRID REINFORCEMENT MATERIAL"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for Project as listed on specification . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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

3. This Contract shall be for a period beginning **March 31, 2007**, and ending on **March 31, 2008**, and may be extended at the sole discretion of County for an additional ninety(90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

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

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below.

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company: **Contech Construction Products, Inc.
Attn: Cesar Tijerina
404 E. Ramsey Suite 109
San Antonio, Texas 78216**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this **31st** day of **March**, 2007.

COUNTY OF HIDALGO

By:

Juan De Dios Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr, County Clerk

COMPANY:

By:

Printed Name:

Title:

Approved on Commissioners' Court _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

AI-2701

17.D.1.

Pct. 4-Work Authorization No. 6-L & G Engineering Laboratory-C-05-253-07-19

CC REGULAR

Date: 03/08/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Agenda Item

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization No. 6 in the amount of \$ 3,231.03 with L & G ENGINEERING LABORATORY, LLC for "Construction Material Testing of Skinner, Sunflower & Mile 20 Road Construction Projects"-Hidalgo County Precinct No. 4, in connection with Contract No. C-05-253-07-19

BACKGROUND

Work Authorization No. 6

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1204-431-00-124-007-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$357,976.52 available balance as of 03-01-07. RC

Attachments

Link: Pct. 4-Work Authorization No. 6-L & G Engineering Laboratory-C-05-253-07-19

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/28/2007 01:10 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 09:35 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/01/2007 05:01 PM	APRV
4	Auditor's Office	Linda Fong	03/02/2007 09:42 AM	APRV
5	Joy Hsu	Joy Hsu	03/02/2007 11:06 AM	APRV
6	Linda Fong	Linda Fong	03/02/2007 01:29 PM	APRV
7	Court Administrator	Monica Badillo	03/02/2007 03:31 PM	APRV

Form Started By: Letty Saenz

Started On: 02/26/2007 03:12 PM

Final Approval Date: 03/02/2007

L & G Engineering Laboratory

Construction Material Testing Geotechnical Engineering

February 22, 2007

Mr. Rumaldo Munoz Jr.
County of Hidalgo, Precinct No. 4
1102 N. Doolittle Road
Edinburg, Texas 78541

RECEIVED
FEB 23 2007

BY: 

RE: Work Authorization No. 6 / Skinner, Sunflower, & Mile 20 Road Construction Projects

Dear Mr. Munoz:

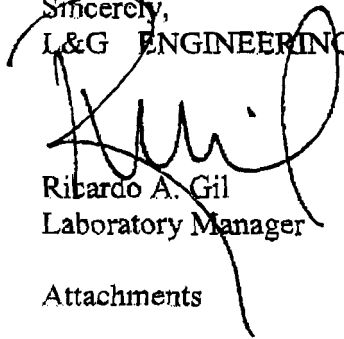
L&G Engineering Laboratory, L.L.C. (L&G), is thankful for providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 6
- 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 Laboratory, L.L.C. appreciates the opportunity to submit Work Authorization No. 6 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 LABORATORY, L.L.C.


Ricardo A. Gil
Laboratory Manager

Attachments

HIDALGO COUNTY
Professional Engineering Services
Contract # C-05-253-07-19
Work Authorization Form

RECEIVED
FEB 23 2007

BY: PA

WORK AUTHORIZATION NO. 06

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 Laboratory, LLC, 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 Skinner, Sunflower, and Mile 20 Road Construction Projects 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 \$ 3231.03. 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. 06 shall be funded through funding source: Account No. 7-1204-431-00-124-007-0-731.
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 Oscar L. Garza Jr. as to content and detail of this Work Authorization No. # 06.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY Oscar L. Garza Jr.

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 _____, 2006.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

THE OWNER:
HIDALGO COUNTY

Jacinto Garza
By: Jacinto Garza

Juan D. Salinas III
By: Juan D. Salinas III, Count Judge

ATTEST:

Arturo Guajardo Jr.
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

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: Skinner, Sunflower, and Mile 20 Road Construction Projects in Hidalgo County Precinct No. Four (4)

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Skinner, Sunflower, and Mile 20 Road Construction Projects in Hidalgo County Precinct No. Four (4)**.

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: Skinner, Sunflower, and Mile 20 Road, Edinburg, Texas 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 Laboratory 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 Laboratory, L.L.C. will provide The County of Hidalgo with Construction Materials Testing Services for the Skinner, Sunflower, and Mile 20 Road Construction Projects 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 testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- 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 materials 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 Laboratory, L.L.C. 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 Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory 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 Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory 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 Laboratory 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: Skinner, Sunflower, and Mile 20 Road Construction Projects in Hidalgo County Precinct No. Four (4)

Work Schedule

L&G Engineering Laboratory will provide Hidalgo County Pct. # 4 with Construction Materials Testing Services as outlined in Contract Agreement C-05-253-07-19.

ATTACHMENT "D"
Cost Proposal

PROJECT: Skinner, Sunflower, and Mile 20 Road Construction Projects in Hidalgo County Precinct No. Four (4).

See Attached

L & G Engineering Laboratory

Construction Material Testing Geotechnical Engineering

Attachment I

Skinner, Sunflower and Mile 20 (total 7,920 LF of Roadway)

Prepared For Hidalgo County Pct. No. 4

Tech Time	3	Hrs.	\$40.55	\$121.65	
Trip Charge	50	Mi.	\$0.42	\$21.00	
Sieve Analysis	1	Ea.	\$50.60	\$50.60	based on
Texas Wet Ball Mill	1	Ea.	\$197.00	\$197.00	1 trips
Moisture-Density Determ	1	Ea.	\$174.45	\$174.45	to pick up
Engineering SPC.	0.5	Hr.	\$101.25	\$50.63	one base mtl
Reports	2	Ea.	\$18.00	\$36.00	sample
			Sub.	\$651.33	

Tech Time	24	Hrs.	\$40.55	\$973.20	based on
Trip Charge	500	Mi.	\$0.42	\$210.00	10 trips
Comp. Test	30	Ea.	\$13.55	\$406.50	to perform
Engineering Spc.	8	Ea.	\$101.25	\$810.00	field density
Reports	10	Ea.	\$18.00	\$180.00	testing on Caliche
			Sub.	\$2,579.70	(1 eight inch layer)

Total Estimated Materials Testing Fees

\$3,231.03

Pct. 4-Exemption-SOQs-Engineering Services-Paved /Unpaved Projects
CC REGULAR

Date: 03/08/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Agenda Item

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) '.... a Professional Service' in connection with engineering services for "PAVED/UNPAVED PROJECTS" - HIDALGO COUNTY PCT. 4

B. Authority for the purchasing department to negotiate a "Professional Engineering Service Contract" (subject to legal review) with the No.1ranked firm: of _____ for "PAVED/UNPAVED PROJECTS" - HIDALGO COUNTY PCT. 4

BACKGROUND

SOQ'S GRID

LETTER OF RECOMMENDATION FROM PRECINCT NO. 4

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1204-431-00-124-007-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$357,976.52 available balance as of 03/01/2007

FISCAL YEAR: 2007

ACCT. #: 7-1204-431-00-124-007-0-734

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$374,133.56 available balance as of 03/01/2007

Attachments

Link: Pct. 4-Exemption-SOQs-Engineering Services-Paved /Unpaved Projects

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/01/2007 04:28 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 05:14 PM	APRV
3	Sergio Cruz	Sergio Cruz	03/01/2007 07:07 PM	APRV
4	Auditor's Office	Linda Fong	03/02/2007 09:43 AM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:32 PM	APRV

Form Started By: Letty Saenz

Started On: 03/01/2007 01:58 PM

Final Approval Date: 03/02/2007

COUNTY *of* HIDALGO

OSCAR L. GARZA, JR.

1102 N. DOOLITTLE RD.

EDINBURG, TEXAS 78541

OFFICE: (956) 383-3112

FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

February 27, 2007

Martha L. Salazar, CPPB/Purchasing Agent
c/o Leticia H. Saenz, CPPB Contracts Manager
Hidalgo County Purchasing Department
100 East Cano Street, 4TH Floor
Edinburg, Texas 78539

Dear Mrs. Saenz:

Be advised that we have reviewed and evaluated the statements of qualifications of the three engineering firms, which we requested. We have concluded that the firm of **Quintanilla, Headley and Associates, Inc.** is the best suitable engineering services for Paved/Unpaved projects.

Please prepare item for presentation at the next Commissioners' Court meeting.

Should you have any questions or require additional information please feel free to contact me at (956) 383-3112.

Sincerely,

A handwritten signature in dark ink, appearing to read "O. L. Garza Jr.", written over a horizontal line.

Oscar L. Garza Jr
Commissioner Hidalgo County Precinct 4

RECEIVED

FEB 28 2007

PURCHASING DEPT.

Handwritten initials and date: JLC 2:29

Handwritten tracking number: 17-1204-431-00-104-007-0-734
731

HIDALGO COUNTY PRECINCT NO. 4

PROFESSIONAL ENGINEERING SERVICES
FOR
"PAVED / UNPAVED PROJECTS"

GRID

TOTAL SCORES & RANKING	QUINTANILLA, HEADLEY & ASSOCIATES	J. E. SAENZ & ASSOCIATES, INC.	NOE GARZA ENGINEERS, INC.
TOTALS	98	96	89
* SCORING COMPLETED BY - JUAN M. CARRANZA, CHIEF ADMINISTRATOR			
TOTAL SCORES & RANKING	QUINTANILLA, HEADLEY & ASSOCIATES	J. E. SAENZ & ASSOCIATES, INC.	NOE GARZA ENGINEERS, INC.
TOTALS	99	96	92
* SCORING COMPLETED BY - ROBERT ANDRADE, ASSISTANT FIELD OPERATIONS DIRECTOR			

TOTAL AVERAGE SCORES AND RANKING

TOTAL SCORES & RANKING	QUINTANILLA, HEADLEY & ASSOCIATES	J. E. SAENZ & ASSOCIATES, INC.	NOE GARZA ENGINEERS, INC.
TOTALS	98.5	96	90.5
RANKING			
* SCORING COMPLETED BY DEPARTMENT - STAFF (SEE ABOVE) ** RANKING COMPLETED BY COMMISSIONER'S COURT			

AI-2789

17.D.3.

**PURCHASE OF AN AIR CURTAIN BOX BURNER -PRCT 4
CC REGULAR**

Date: 03/08/2007

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Agenda Item

CAPTION

Requesting authority to purchase through Hidalgo County's membership/particiaption In Texas Building & Procurement Commission's GSA-TXMAS awarded vendor Air Burners LLC, one (1) S-327 Box Burner for a total amount of \$122,763.00 which includes training, warranty and delivery fees.
7-1336-431-00-124-029-0-742

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: 7-1336-431-00-124-029-0-742

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Attachments

Link: [QUOTE AIRBURNER TX-MAS CONTRACT](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/02/2007 01:39 PM	APRV
2	Budget & Management	Dina Trevino	03/02/2007 04:52 PM	APRV
3	Auditor's Office			NEW
4	Court Administrator			

Form Started By: Moises Salazar

Started On: 03/01/2007 02:54 PM

Final Approval Date:

H & V Equipment, Inc.**P.O. Box 909****Progreso, TX 78579****27- February-07**

**HIDALGO COUNTY PCT. #4
1102 Doolittle Rd
Edinburg, TX 78539**

Attn. Oscar L. Garza, Jr.

AIR BURNERS LLC is the sole source provider for the following Air Curtain Box Burner quoted by their Texas Dealer, H & V Equipment, Inc. through TSMAS. AIR BURNERS LLC is a TXMAS Contract Holder.

H & V Equipment, Inc is pleased to quote Hidalgo County Pct. #4 one new S-327 Box Burner for a total delivered set up price of \$122,763.00

When the County or Precinct issues a PO number, AIR BURNERS LLC will take care of all of the paper work with the TSMAS, invoice the county direct, and pay TXMAS. Mike Dulmage with AIR BURNERS LLC, will be contacting you to take care of everything pertaining this purchase with the TXMAS since AIR BURNERS LLC, not H & V the servicing dealer, is the TXMAS contract holder.

The above quoted price includes a \$3,500.00 charge for two training / certification sessions of county employees by a factory trained instructor, a \$1,500.00 loading charge, a \$1,500.00 unloading charge (hydraulic crane, the burner weighs 50,000#), and a \$2,000.00 charge for warranty reserve, make ready, and set up by the dealer. H & V will be responsible for these services.

Delivery Two Weeks

Thank you for the business you have given us in the past, and for the opportunity to quote this machine.

Yours truly,

Thad R. Moore

AI-2818
HIDALGO COUNTY
CC REGULAR

17.D.4.

Date: 03/08/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Agenda Item

CAPTION

Requesting authority to advertise for the following projects:

- A. Bid 07-001-03-28-LRM "Hauling Services of all Rd Materials" – Precinct No 4
- B. Bid 07-002-03-28-LRM "Type D Hot Mix (Gravel & Limestone)" – Hidalgo County
- C. Bid 07-003-03-28-LRM "Hot Mix-Cold Laid" – Hidalgo County

and approval of specifications.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

"AS NEEDED BASIS"

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/03/2007 01:13 PM	APRV
2	Budget & Management			NEW
3	Auditor's Office			
4	Court Administrator			

Form Started By: Laura Moya

Started On: 03/03/2007 11:10 AM

Final Approval Date:

AI-2742

17.E.1.

**SAGE MILLENIUM FINANCIAL SOFTWARE
CC REGULAR**

Date: 03/08/2007

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: IT Department

Agenda Item

CAPTION

Requesting authority to advertise and approval of draft specifications/requirements for Hidalgo County - IT Department - RFP-Consulting Services For Sage Millenium Financial Software Services

BACKGROUND

See draft specifications/requirements

As per IT Department-New account being setup and placed for Commissioners Court approval on Tuesday, March 8, 2007.

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: 7-1100415-00-200-002-0-336

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding pending transfer (AI-2711) in the amount of \$44,000.00.

Attachments

Link: [Consulting Services](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/28/2007 04:15 PM	APRV
2	Budget & Management	Dina Trevino	02/28/2007 04:25 PM	APRV
3	Dale Kennan	Dale Kennan	03/01/2007 10:38 AM	APRV
4	Auditor's Office	Linda Fong	03/01/2007 04:12 PM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:32 PM	APRV

Form Started By: Vangie Garcia

Started On: 02/28/2007 10:47 AM

Final Approval Date: 03/02/2007

Martha Salazar

From: Renan Ramirez [renan@co.hidalgo.tx.us]
Sent: Monday, February 26, 2007 9:02 AM
To: martha.salazar@co.hidalgo.tx.us
Cc: ramon.vela@co.hidalgo.tx.us
Subject: RFP for consulting

Marty,

These are the specifications needed to go out on RFP for SAGE consulting services. I would like to proceed with this ASAP.

If possible, I would like to request Vangie's assistance. Thanks!

Consulting Requirements

1. Provide professional assistance related to Hidalgo County's SAGE Millennium Financial Software.
2. Work with our staff to help them gain a general understanding of the SAGE Millennium Financial Software system.
3. Training in all areas of the SAGE Millennium Financial Software system, including but not limited to:
 - System Administration
 - Creating and Maintaining Users
 - User Security
 - Creating, Setup, Assigning, and Defining of the Organization Master
 - Establishing and Managing the Financial Accounting System
 - Establishing Account Dimensions
 - Managing Account Information
 - Establishing Requisition Master Files
 - Managing Vendor and Customer Information
 - Managing Journal Entries
 - Managing Cash Receipts
 - Managing Order Processing
 - Managing Payments
 - Managing Budgets
 - Vendor 1099 Processing
 - Establishing and Managing the Human Resource System
 - Establishing Employee Classification Data
 - Establishing Earning Classifications
 - Managing Deduction Benefits
 - Establishing and Managing Employee Personnel Information
 - Managing Employee Payroll Information
 - Managing the Payroll Process
 - Processing of Employee Leaves
 - Managing Salary Schedules
 - Managing Positions
 - Setup and Maintaining Fixed Assets
 - Managing Budget Preparation

2/26/2007

- Printing and Viewing Reports
 - Monthly and Year End Reporting and Closing Procedures
 - Periodic Backup Procedures
4. Test to assure that SAGE Millennium is functioning as intended.
 5. Create custom reports based on criteria provided by our staff, to fit the specific needs of Hidalgo County.
 6. Must be able to be present within a 4 hour period when called on emergency issues.
-

Thanks!

=====

Renán Ramirez

Chief Information Officer
Hidalgo County, Texas
956-292-7010 x. 6011
www.co.hidalgo.tx.us

AI-2784

17.E.2.

IT Connectors

CC REGULAR

Date: 03/08/2007

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: IT Department

Agenda Item

CAPTION

Requesting authority to purchase computer equipment and peripherals from State Awarded Vendor through our participation with Cooperative Programs (DIR) with the following vendor CALENCE, LLC. Requisition #105968 for the amount of \$7,000.00.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: 7-1100-415-00-200-002-0-665

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available for pending requisition #105968 as of 3/2/07.

Attachments

Link: [IT Connectors](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/02/2007 01:37 PM	APRV
2	Budget & Management	Dina Trevino	03/02/2007 02:21 PM	APRV
3	Dale Kennan	Dale Kennan	03/02/2007 03:00 PM	APRV
4	Auditor's Office	Janie Lozano	03/02/2007 03:57 PM	APRV
5	Janie Lozano	Janie Lozano	03/02/2007 04:28 PM	APRV
6	Linda Fong			NEW
7	Court Administrator			

Form Started By: Matilde Faz

Started On: 03/01/2007 01:09 PM

Final Approval Date:

Requisition

Req # 00105968

PO #

Date: 02/28/07

Bill To: x
x

*Dir
Regular
Agenda
#2784*

Vendor: 327913
CALENCE LLC
1620 W. FOUNTAINHEAD PKW
SUITE 400
TEMPE AZ 85282
FAX (480)889-9599

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: E. KIRBY
956-292-7010

Contract No:

Special Instructions:

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
25	EACH	COUNTY WIDE IT DEPARTMENT QUOTE NUMBER: 020807TF-1 DIR Contract Number: DIR-SDD-236 GE SFP, LC connector SX transceiver <u>Account No</u> 7-1100-415-00-200-002-0-665 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	280.00 <u>Encumbrance</u> 7,000.00 Freight Total	7,000.00 7,000.00

Authorized By: _____

AI-2782

17.F.1.

Requesting authority to advertise for Oral Contraceptives
CC REGULAR

Date: 03/08/2007

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Health & Human Services
Dept.

Agenda Item

CAPTION

Requesting authority to advertise and approval of specifications as attached hereto for: "Oral Contraceptive" as requested by the Hidalgo County Health Dept. (7-072)

BACKGROUND

Requirements from Health Dept.

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-441-00-340-003-0-604

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$152,211.49 available balance as of 03-01-07. RC

Attachments

Link: [Requesting authority to advertise](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/01/2007 02:04 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 05:15 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/01/2007 05:31 PM	APRV
4	Auditor's Office	Linda Fong	03/02/2007 09:45 AM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:32 PM	APRV

Form Started By: Juan Tapia

Started On: 03/01/2007 10:29
AM

Final Approval Date: 03/02/2007

HIDALGO COUNTY PURCHASING DEPARTMENT

Telephone Quotations

Bid #		Anda	PSS	Ortho McNeil
Bid Project:		2915 Weston Road	4846 Perrin Creek, #280	1000 Route 202, P.O. Box300
Buyer:	Yolanda Alafa	Weston, FL 33332	San Antonio, Tx 78217	Raritan, NJ 08869-0602
Date:	02/07/2007	1-800-331-2632	956-279-7401	1-908-218-6000
Department:	Hidalgo County Health Department	Fax: 1-800-989-0700	1-877-563-3541	1-908-218-7148
		Ian Schaeffer	Chris Daniels	Carlos Carlin
Item	Description	Qty	Unit Total	Unit Total
Oral				
Contraceptive	Tri-Previfem/Teva	600	92.40	230.76
	0.180mg norgestimate			
	0.035mg ethinyl estradiol		\$15.40/cycle	\$25.83/cycle
	6x28 tab			\$38.44
	"Generic Brand for			
	Ortho Tri-Cyc len"			
Comments:				
	Total:		\$55,440.00	\$93,000.00
	Del.			\$138,456.00

AI-2715

17.G.1.

Requesting authority to advertise and approval of specifications for WIC - Clinics
CC REGULAR

Date: 03/08/2007

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: WIC

Agenda Item

CAPTION

Requesting authority to advertise and approval of specifications as attached hereto for:

- A. "Lease of Space WIC-Clinic in City of La Joya" (7-008)
- B. "Lease of Space WIC Off Premises Storage Area" (7-009)
- C. "Lease of Space WIC-Clinic in City of Pharr" (7-010)

BACKGROUND

Specifications (7-008, 009 and 010)
DRAFT - Lease /Contract Document

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1292-441-00-350-001-7-441

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [Requesting authority to advertise WIC lease space](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/28/2007 03:48 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 09:36 AM	APRV
3	Dale Kennan	Dale Kennan	03/01/2007 10:51 AM	APRV
4	Auditor's Office	Linda Fong	03/01/2007 04:13 PM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:31 PM	APRV

Form Started By: Juan Tapia

Started On: 02/27/2007 10:02 AM

Final Approval Date: 03/02/2007

EXHIBIT "A"

THE COUNTY OF HIDALGO - WIC PROGRAM

"Lease space WIC-Clinic in the City of La Joya"

BID No. 07-008-03-28-jmt

Bid Opening Date: March 28, 2007 at 9:30 a.m.

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

SCOPE OF PROJECT:

Building should be in good working condition. Said office space shall have the designated rooms or areas for conducting the following functions: reception area, nutrition education, counseling room, issuance of food cards via computers, lab, lactation room, lounge area and two (2) storage rooms. Said office space should be located in a major thoroughfare in the City of La Joya, Texas

SPECIFICATIONS:

1. Must provide a min. of 3,000 square feet to a max. of 4,000 square feet of available tile floor space to perform WIC services.
2. The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.
3. Building must have handicapped accessible toilet, facilities for both men and women and separate bathroom facilities for employees.
4. 30 parking spaces should be made available with at least two (2) designated handicap parking spaces, with ramp access available from such spaces to the building.
5. Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including garbage pick up.
6. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping entire Building free of mold at all times.
7. Building shall be safe from rodents & insects prior to occupancy by the WIC Program staff. Also be responsible and at Lessor's expense for pest control and floor maintenance throughout term of this contract.

Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.

EXHIBIT "A"

BID No. 07-008-03-28-jmt Cont.

REQUIREMENTS:

1. 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.**
2. The floor plans of the building will be constructed according to the Program Director. If present building needs a renovation; the renovation work will be made by lessor and at lessor's cost.
3. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, and 90 days from the date of awarding bid or the award will become void/null.

TERMS & CONDITIONS:

1. Term of contract shall be for a period of two (2) years under Option I. Option II shall include the County's option to renew contract for one (1) additional year under the same terms and conditions as the initial two years period. Lease will have a sixty (60) day cancellation clause.
2. Bidder must charge by the square foot for the rental space.
3. 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
4. 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.
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 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. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.
7. Hidalgo County reserves the right to hold bids for a period of sixty (60) days without taking any action.

EXHIBIT "A"

COUNTY OF HIDALGO WIC PROGRAM
"Lease space WIC Program Off Premises Storage Area"
Bid No. 07-009-04-11
Opening Date: April 11, 2007

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services:

1. Building should be in good working condition to provide WIC Program storage facility.
2. Said space should be located within 1/2 mile radius from the WIC Administrative Office located at 3105 W. University Dr., in the city of Edinburg, TX.

Must provide a min. of 4,000 square feet to a max. of 5,000 square feet of available space.
4. Building must have handicapped accessible toilet facilities for both men and women, and should meet all ADA requirements.
5. Bid premises must have water sewer, electricity with a central air and heating of the entire building, including garbage pick up.
6. Lessor will be responsible for electrical, air and cooling maintenance. Also by keeping Building free of mold at all time.
7. Building shall be safe from rodents & insects prior to occupancy by the WIC Staff. Also be responsible and at Lessor's expense for pest control throughout contract term.

Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.

EXHIBIT "A"

BID No. 07-009-04-11 Cont.

Requirements:

1. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster, as described and listed in: **Insurance Requirements: See Exhibit "C" attached.**
2. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, and 90 days from the date of awarding bid or the award will become void/null.

Terms and Conditions:

1. Term of contract shall be for three (3) years period with County's option to extend the contract for an additional one (1) year under the same terms and conditions. Lease will have a sixty (60) day cancellation clause.
2. Bidder must charge by the square foot for rental space.
3. 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 term.
4. If a new building is to be constructed there should be a completion date of one hundred and twenty (120) days approximately from date bid was awarded. If completion date is not met, bid will become void/null.
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 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. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.
7. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking action.

EXHIBIT "A"

THE COUNTY OF HIDALGO - WIC PROGRAM

"Lease space WIC-Clinic in the City of Pharr"

BID No. 07-010-04-11-jmt

Bid Opening Date: April 11, at 9:30 a.m.

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

SCOPE OF PROJECT:

Building should be in good working condition. Said office space shall have the designated rooms or areas for conducting the following functions: reception area, nutrition education, counseling room, issuance of food cards via computers, lab, lactation room, lounge area and two (2) storage rooms, said office space Must be located at the following: **Parameter: Within ½ mile radius from South of Business 83 in the City of Pharr, TX.**

SPECIFICATIONS:

1. Must provide a min. of 2,500 square feet to a max. of 3,000 square feet of available tile floor space to perform WIC services. Building be well insulated with an ERA rating of minimum of eleven (11).
2. The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities. Lessor must provide documented proof that the building is asbestos free.
3. Building must have handicapped accessible toilet, facilities for both men and women and separate bathroom facilities for employees.
4. 30 parking spaces should be made available with at least two (2) designated handicap parking spaces, with ramp access available from such spaces to the building.
5. Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including garbage pick up.
6. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping entire building free of mold at all times.
7. Building shall be safe from rodents & insects prior to occupancy by the WIC Program staff. Also be responsible and at Lessor's expense for pest control and floor maintenance throughout term of this contract.
8. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

EXHIBIT "A"

BID No. 07-010-04-11-jmt Cont.

REQUIREMENTS:

1. 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.**
2. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, (ADA) and 90 days from the date of awarding bid or the award will become void/null. Lessor must provide legal description of the property.
3. If a New building comes available, Hidalgo County will consider as main option for this project.
4. The floor plans of the building will be constructed according to the Program Director. If present building needs a renovation; the renovation work will be made by lessor and at lessor's cost.

TERMS & CONDITIONS:

1. Term of contract shall be for a period of two (2) years under Option I. Option II shall include the County's option to renew contract for one (1) additional year under the same terms and conditions as the initial two years period. Lease will have a sixty (60) day cancellation clause.
2. Bidder must charge by the square foot for the rental space.
3. 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
4. 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.
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 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. Hidalgo County reserves the right to hold bids for a period of sixty (60) days without taking any action.

Any contract awarded to a successful bidder will be in effect until: (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**LEASE
C-07-000-00-00**

THIS LEASE is made and entered into by and between _____, a resident of Hidalgo County, Texas, 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, 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."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a period of five(5) years commencing on _____ ("Commencement Date") and ending on _____ ("Termination Date") unless sooner terminated as provided in this lease, 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 one (1) year 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 one (1) year from the date of such sale.

Termination

1.2. Any renewal or extension of this Lease shall be on the same 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; 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

1.2 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

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor thirty (30) days written notice. Upon a Lessee's election 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 provided for the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.4 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 of 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

Rent

2.1 Lessee agrees to pay to Lessor during the term hereof, a monthly rental equal to the product of \$_____ per square foot times _____ square feet. In the sum of ______. 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 first day of the month shall be prorated by dividing the monthly rental by thirty 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

1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at _____, Texas _____ or other 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 day month.

Taxes

2.4 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 a manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for obtaining general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licensees or invitees. In addition, Lessee shall repair all injury caused by the installation or 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 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; all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.
- (7) Floor, stairways, and hallways maintained in good repair.

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 with sixty (60) 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 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.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges 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 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 a sign on the Leased Premises. Lessee must remove all signs at the termination of the Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

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, will promptly pay

the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, 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 buildings and improvements on the Leased Premises insured against loss or damage with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a 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 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 herein. Lessee shall maintain fire 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 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 Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 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 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 Lessee 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 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 they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, 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 cannot reasonably be completed with thirty (3) 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 twelve (12) 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 twelve (12) 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 untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable 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 as 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, Lessor 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 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 relet 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 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 sixty (60) 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 the lease.

Cumulative Remedies

12.3 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

12.4 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.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not 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, without 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:

Lessor:

Lessee:

County of Hidalgo
Attn: County Judge
P.O. Box 1356
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This 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 agreement.

Texas Law to Apply

14.3 This 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 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 agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement between the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by the 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 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, conditions, 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 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 Fee

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 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 agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the ____ day of _____, 2007

LESSOR: _____

By: _____

LESSEE:

By: _____

Juan De Dios Salinas III, County Judge

ATTEST:

Arturo Guajardo, County Clerk

AI-2670

17.H.1.

Clean all A/C Ducts at the County of Hidalgo Administration Building
CC REGULAR

Date: 03/08/2007

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Buildings & Grounds

Agenda Item

CAPTION

Presentation for discussion, acceptance and approval of a proposal from Trane Co. through the County's participation/membership with TCPN Region IV The Cooperative Purchasing Network Program for the provision of labor and materials (as attached hereto) including, but not limited to: Clean all A/C Ducts at County of Hidalgo Administration Bldg. in an amount not to exceed \$31,110.00 with authority to issue a purchase order.

BACKGROUND

Proposal from Trane Co
Proposal from Johnson Controls

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1334-419-40-220-009-0-431

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds will be transfer as per JC Carreon from B&G Dept.

Attachments

Link: [Clean all Ac Ducts Adm Bldg.](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/22/2007 05:12 PM	APRV
2	Budget & Management	Dina Trevino	02/22/2007 10:41 PM	APRV
3	Dale Kennan	Dale Kennan	02/28/2007 02:11 PM	APRV
4	Auditor's Office	Linda Fong	03/01/2007 04:14 PM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:30 PM	APRV

Form Started By: Juan Tapia

Started On: 02/22/2007 02:58 PM

Final Approval Date: 03/02/2007



TRANE®

The Trane Company
4531 Ayers St. Suite 207
Corpus Christi, TX, 78415
Phone (800) 647-0901, Fax (361) 855-1222

2/16/2007

Hidalgo County
100 E. Cano St.
4th Floor Administration Building
Edinburg, Texas 78539

Attn: Juan Tapia

Quote: LL433864

Subject: RFP # 07-052- jmt Clean out Air Ducts

We propose to furnish the service specified herein at prices stated and in accordance with Trane Company standard terms and conditions. Trane Company would like to submit the following proposal for your review and approval.

- * Shut off power, lock and tag out all electrical to individual air handlers
- * Set up duct cleaning equipment
- * Clean supply and return main ducts as per customers request
- * Clean out and sanitize supply registers in building
- * Pick up all trash and properly dispose
- * Provide written reports of all work performed.

Price is itemized per floor

- * 1st Floor cost is \$6,222.00
- * 2nd Floor cost is \$6,222.00
- * 3rd Floor cost is \$6,222.00
- * 4th Floor cost is \$6,222.00
- * 5th Floor cost is \$6,222.00

Exclusions

- * Any ductwork replacements
- * Electrical lights, or fixtures
- * Trash Dumpster



TRANE®

The Trane Company
4531 Ayers St. Suite 207
Corpus Christi, TX, 78415
Phone (800) 647-0901, Fax (361) 855-1222

Pricing is for 30 Days from the above date.

Work is quoted for after hours and weekends.

Thank you for the opportunity to quote on this valued inquiry. If you have any questions, I can be reached at 361/438-6497.

Sincerely yours

Leonel Laurel
Leonel Laurel

Account Manager

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711
1-800-803-9202, 512-463-6599

Austin: TACLA 020230C

Corpus Christi: TACLA 008755C

Proposal accepted:

Authorized by: _____

Title: _____

Purchase Order No: _____

Date: _____

Acceptance of this proposal by buyer is expressly conditioned upon each of the terms, provisions and conditions set forth on the attached.

TERMS AND CONDITIONS

1. **Performance.** Services will be performed during normal working hours with any overtime or emergency labor billed separately, unless otherwise agreed to in writing. Duty to perform under this agreement and the price hereof is subject to the approval of the Credit Department of The Trane Company, a division of American Standard Inc., ("Trane") and is also contingent upon strikes, accidents, fires, the inability to procure materials from the usual sources of supply, or upon any like or unlike cause beyond the control of Trane. Upon disapproval of the Credit Department or upon the occurrence of any such event as aforesaid, Trane may delay performance or, at its option, renegotiate prices, terms and conditions with the Customer. If Trane and Customer are unable to agree on such revisions, this agreement shall be canceled without any liability, other than Customer's obligation to pay for services rendered by Trane to the date of cancellation.

2. **Payment and Taxes.** Customer will pay Trane's invoices within net thirty (30) days of invoice date. Trane may charge interest of 1½% on unpaid balances. Trane may discontinue services whenever payment is overdue. Unless otherwise agreed, Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by Trane or, alternatively, shall provide Trane with acceptable tax exemption certificates.

3. Warranties.

A. Trane warrants that: (1) Trane manufactured material is free from defect in material and manufacture for a period of twelve months from date of start-up or replacement. Trane's obligation under this warranty is limited to repairing or replacing the defective part at its option; (2) Labor is warranted (to have been properly performed) for a period of 90 days from completion. Trane's obligation under this warranty is limited to correcting any improperly performed labor; (3) Non-Trane equipment and/or parts are not warranted by Trane. Warranties for such equipment and parts are those extended to Trane by the respective manufacturer.

B. There are absolutely no other warranties extended, including any implied warranties of **FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY.**

4. **Indemnity and Liability.** Trane and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in

full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. **NOTWITHSTANDING ANY CONTRARY PROVISION, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY.**

5. **Legal Compliance.** Trane will comply with applicable federal, state and local laws and obtain requisite temporary licenses and permits for it work hereunder. Customer will obtain at its cost any requisite permanent licenses and permits.

6. **Attorneys Fees.** Customer will pay for reasonable attorney fees incurred by Trane in enforcing collection of amounts due.

7. **Insurance.** Trane agrees to carry insurance in the following minimum amounts:

A. Commercial General Liability	\$1,000,000 per occurrence
B. Automobile Liability	\$1,000,000 CSL
C. Workers Compensation	Statutory Limits

8. **Asbestos And Hazardous Materials.** Trane's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Trane, there are no Hazardous Materials on the Premises that will in any way affect Trane's Work and Customer has disclosed to Trane the existence and location of any Hazardous Materials in all areas within which Trane will be performing the Work. Should Trane become aware of or suspect the presence of Hazardous Materials, Trane may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by Trane. Trane shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Trane be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

9. **Entire Agreement.** This instrument embodies the entire agreement between Customer and Trane. Any modifications or amendments must be in writing and signed by both parties.



Bid/Spec vs. TCPN

Project Items	Bid/Spec Units	TCPN Costs	Total District Savings with TCPN
Engineering Fees (5%)	\$5,000		
District Participation	2,000		
Equipment Cost	\$33,000	33,000	
Advertising	2,000		
Installation Cost	\$65,000	65,000	
TOTAL COST OF PROJECT	\$115,000	\$98,000	\$15,600



TRANE®

**TOTAL SOLUTIONS
PROVIDER PROGRAM
FOR
MUNICIPALITIES
AND GOVERNMENT**

In Partnership with



**The Cooperative Purchasing
Network**

Trane TCPN Hotline: 1-800-880-7378

PURCHASED FROM TRANE AND DELIVERED DIRECT TO YOUR MUNICIPALITY

A Message about Trane's Total Solutions Provider Program

We at Trane are excited about our renewed partnership with The Cooperative Purchasing Network (TCPN). Cities and towns now have additional opportunities to purchase world-class equipment and services, while taking advantage of the collective purchasing power of TCPN members. Municipalities can now use all of Trane's resources to lower the cost of operating their facilities.

Trane has always been committed to providing state of the art processes to the Government community. And today, Trane takes that commitment to a new level.

Please give us a call and learn how you can save money and time to provide superior products and services.

*Jon Symko
TCPN Account Manager
Trane Commercial Accounts*

*Using facilities as a knowledge base to
drive down costs and increase value.*

WHAT'S INCLUDED IN TRANE'S PROGRAM?

Any product sold by Trane, such as:

- All Trane commercial equipment including all refrigeration, unitary, terminal units and heating products procured domestically.
- Trane Building Automation Equipment to the extent that it is coupled with installation and/or retrofit of BAS systems.
- Evapco Cooling Towers
- Yaskawa Frequency Drives
- Mitsubishi "Mr. Slim" split systems
- Armstrong pumps
- Lochinvar boilers, hot water heaters and water specialties
- Multi-Stack modular chillers
- Filtrine Chiller/Purifier
- Donaldson "Torit" dust collectors
- American Air Filter Model RC dust collector
- TAS packaged central plants
- Water Logic Sprinkler Systems
- HydraMetrics Water Efficiency flushometers, low flow showerheads and flow controllers
- Griswald Filtration Tower Sentry Systems
- Sparks water metering systems
- GE security fire alarms
- American Standard lavatories, toilets, urinals and sinks
- Trane Parts in conjunction with Trane contracted repair and retrofit of existing Trane equipment. The Parts Inventory Purchasing Program that allows customers to purchase one time per year parts for inventory.

Labor-Based Solutions:

The types of labor-based solutions are:

- Training—both local and factory, providing skill building, educational programs and certifications.

- Equipment startups
- HVAC and Plumbing Installation including complete turnkey replacements and new construction. Included are any ancillary labor tasks, related to HVAC or Plumbing installations.
- System commissioning and reporting
- All types of monitoring such as man-in-attendance, BAS remote monitoring
- Predictive maintenance such as oil, refrigerant and vibration analysis.
- All types of repair services with coverage full and partial on all existing HVAC equipment types and brand names and Plumbing fixtures and systems.
- All types of maintenance services including full and preventive maintenance contracts as well as Time & Material contracts.
- Remanufacturing services.
- Outsourcing of chilled and hot water by providing plants owned by Trane and leased to the governmental entity
- Adsil coatings as required on all HVAC equipment.
- Equipment modifications as it relates to either a new construction or retrofit project including custom fabrication.
- Filter change outs, filter contract maintenance and filter distributor for AAF and Koch
- System buy backs and full operational services
- Warranty services and extended parts and labor warranties.
- Air and water balancing.
- Enlink Geo-energy geothermal system.
- BAS installation on new construction and repair or replacement on existing buildings.
- Water Efficiency retrofits for energy savings and reduced maintenance.
- District wide Water Metering installation and engineering
- Fire alarm installations

Services:

The types of services are:

- Financial services such as leasing (all types), prompt pay discounting, anticipation discounting and guaranteed savings
- Site surveys of existing facilities
- Rental HVAC equipment from Chiller-Source
- System analysis of existing facilities including modeling and payback analysis
- Project management services such as contract managing and analysis of bids and budget prioritization
- Long range school planning and facility audits
- IAQ services such as appraisals, filtration analysis and remediation
- Data management services of existing facilities via ComfortSite
- Estimating resources for budgeting of projects
- Engineering and Architectural services such as MEP, structural and civil
- ADSIL MicroGuard Extreme Performance Surface Protection Solutions
- "Services" General Work Order Contracting for packaged enhanced solutions
- Facilities Management Program

All turnkey contracting including engineering, architectural and general contract work as it relates to the HVAC and Plumbing requirements.

PROGRAM FAQ'S

Who can participate?

Trane's Total Solutions Provider Program is available to all TCPN members. Groups eligible for membership are all public and private schools, colleges, and universities, cities, counties and other Texas state government entities.

Must I bid purchases in excess of \$25,000?

No. Purchasing from a TCPN vendor satisfies all bid laws of the State of Texas. TCPN has done all the work for you!

How do I enroll in the Trane Total Solutions Provider Program?

First, you must join TCPN. Once a member, contact your local Trane representative or call our TCPN Hotline number 1-800-880-7378.

Trane's representative will be happy to assist you in completing your purchase.

How is price established?

The price is established by the TCPN contract, which is based on the collective buying power of the members.

Payment discounts may also be available.

**TRANE®**

Your Trane Contact

Zone 1—Houston District

Jon Symko—Comprehensive Solutions Sales
Manager

Hunton Trane
5622 Luce Street
Houston, TX, 77087
Phone: 713-643-8336
Fax: 713-643-3693
Toll Free: 1-800-880-7378

Zone 2—Dallas District

Terry Dalton—Sales Manager
Texas Trane

1400 Valwood Pkwy, Suite 100
Carrollton, TX, 75006
Phone: 972-406-6000
Fax: 972-243-1398

Zone 3—San Antonio/Austin District

Jeff McCombs—Account Manager

3650 Highpoint
San Antonio, TX, 78217
Phone: 210-657-0901
Fax: 210-657-1761
24hr Phone: 210-657-0932

Zone 4 — Shreveport Sales District

Kurt Lyles—Sales Engineer

504 W 67th Street
Shreveport, LA, 71106
Phone: 318-865-1466
Fax: 318-861-8481

Zone 5 — El Paso District

Robert Escudero—Account Manager

9401 Carnegie, Suite 2D
El Paso, TX, 79225
Phone: 915-593-3484
Fax: 915-593-3490

Zone 6 — Arizona Sales District

Larry Erp—Account Manager

850 West Southern Ave
Tempe, AZ, 85282
Phone: 602-258-9600
Fax: 602-253-3801

Zone 7—Arkansas Sales District

Teri Borton—K-12 Specialist

1501 Westpark Drive, Suite 9
Little Rock, AR, 72204
Phone: 501-661-0621
Fax: 501-661-9109
Toll Free: 1-800-983-6055

Zone 8 — New Mexico

Mark Fafard—Sales Engineer

4401 Ellison NE
Albuquerque, NM, 87109
Phone: 505-884-2044
Fax: 505-884-2449

FEB 08 07 00:20
**JOHNSON
CONTROLS**

Facsimile Cover Sheet

To: Juan Tapia
Company: Hidalgo County
Phone: 956.318.2626
Fax: 956.318.2629

From: Lonnie Cavazos
Company: York / JCI
Phone: 361.438.3296
Fax: 956.428.1591
E-mail: Aldeberto.cavazos@jci.com
Date: 1-8-07

Pages incl. cover : 4



Juan, good afternoon. Here is the detailed proposal regarding the complete cleaning of the duct, on all floors at the Administration Bldg.

Please keep us posted as to the status of this project in order to prepare.

Warmest Regards,

Lonnie Cavazos
Account Executive Rio Grande
Valley



February 8, 2007

Hidalgo County
Mr. Juan Tapia
Purchasing Department
100 E. Cano, 4th Floor
Administration Building
Edinburg, Tx. 78539

Subject: RFP No. 07-052-jmt Clean Out All Air Ducts County Administration Bldg. - TXMAS Preferred Customer Pricing

Dear Mr. Tapia,

YORK / Johnson Controls Service, is pleased to present the following **TXMAS proposal** to Clean out air ducts at the "County Administration Building". We propose to furnish the service specified herein at prices stated and in accordance with York / Johnson Controls standard terms and conditions. YORK / Johnson Controls would like to submit the following proposal for your review and approval.

Scope of Work

1. Air Handling Units, Terminal Units, V.A-V., Dual Duct Boxes, Blowers and Exhaust Fans.
 - Clean all interior/exterior of housing surfaces of visible contamination.
 - Clean coils, drain pan and frame and rinsed with water to remove residues.
 - Clean fans and related components.



117 Airport Rd., Corpus Christi, TX 78405
Telephone (361) 884-9675 • Fax (361) 884-8341
TACL A019545C

TXMAS-05-03FAC029 - HVAC Maintenance & Service

"Customers for Life"



2. Ductwork

- Source removal process will be used to clean all accessible fibrous glass insulated ductwork. Debris, dust and particulates will be removed by physical contact with a soft vacuum brush attached to our HEPA Vacuum System in conjunction with the Steamatic Negative Air Machine and air washing devices. Non-porous materials will be cleaned utilizing source removal mechanical cleaning methods. designed to extract contaminants by using a combination of Steamatic Duct Sweeper in conjunction with a HEPA Vacuum System or Duct Auger and air washing devices in conjunction with our Negative Air Machine.
- All methods used will incorporate the use of HEPA vacuum collection devices that are operated continuously during cleaning. The vacuum collection device will render all areas being cleaned under negative pressure, this will provide containment of debris and protect the indoor environment.
- Biocide treatment will be applied to interior of duct system following the source removal process to render harmless any biological contaminants.
- Existing "service openings will be utilized.

3. Supply Registers / Return Air Grills.

- All supply register/return air grills will be removed, hand cleaned, sanitized and replaced.
- Area around supply register/return air grill will be vacuumed.

4. Safety.

- Steamatic employees will be familiar and adhere to all the appropriate OSHA and any other safety procedures; this includes working conditions, equipment, and safety equipment for protecting the safety of Steamatic employees, buildings occupants and the environment.
- All chemical will be appropriate for this use and MSDS will be available all times.
- No process or materials shall be employed in such a manner that they will introduce additional hazards into occupied spaces.
- All debris removed from the HVAC System shall be disposed of in accordance with federal, state and local requirements.

5. Quality Assurance.

- Project manager will inspect HVAC System before, during and upon completion of decontamination.
- A walk-through inspection with customer can be scheduled at anytime.
- Containment of debris removed during the cleaning will be collected through HEPA filtered equipment and precaution taken to ensure no contamination will be dispersed outside the HVAC System.

- The HVAC system includes any interior surface of the facility's air distribution system for conditioned spaces and/or occupied zones. This includes the entire heating, air conditioning, and ventilation system from points where the air enters the system to the points where the air is discharged from the system. The return air grills, return air ducts to the air handling units (AHU), the interior surfaces of the AHU, mixing boxes, coil compartment, condensate drain pans, supply air ducts, fans, filters housing and supply diffusers are all considered part of the HVAC System. The cleaning could be limited to areas where physical access is possible. HVAC will be inspected after the work is finished in order to show to the customer the achieved job.



117 Airport Rd., Corpus Christi, TX 78405
Telephone (361) 884-9675 • Fax (361) 884-8341
TACL A019545C

TXMAS-05-03FAC020 - HVAC Maintenance & Service

**Cost Detail**

* Duct Cleaning Administration Bldg. 5 th Floor	\$10,710.00
* Duct Cleaning Administration Bldg. 4 th Floor	\$13,860.00
* Duct Cleaning Administration Bldg. 3 rd Floor	\$14,630.00
* Duct Cleaning Administration Bldg. 2 nd Floor	\$18,480.00
* Duct Cleaning Administration Bldg. 1 st Floor	\$22,330.00
* Duct Cleaning Administration Bldg. Main Atrium	\$9,730.00
* Duct Cleaning Administration Bldg. South 2 nd Floor	\$5,705.00
* Duct Cleaning Administration Bldg. South 1 st Floor	\$5,320.00

The TXMAS Total Project Price; for the above work & equipment is One Hundred Thousand Seven Hundred & Sixty Five Dollars: \$100,765.00

Thank you for the opportunity to quote on this valued inquiry and your interest in YORK / JCI Maintenance and Energy Services. Quote is good for 30 days from the above date. If you have any questions, I can be reached at (361) 438-3296.

Respectfully,

Lonnie Cavazos
Account Representative
Ph: 361.884.9675
RGV Fax: 956.428.1591

AUTHORIZATION TO PROCEED:

By: _____

Title: _____

Date: _____

P. O. # _____

License No. TACLA019545C
Regulated by The Texas Department
of Licensing and Registration
P.O. Box 12157
Austin, Texas 78711
1-800-803-9202



117 Airport Rd., Corpus Christi, TX 78405
Telephone (361) 884-9675 • Fax (361) 884-8341
TACL A019545C

TXMAS-05-03FAC020 - HVAC Maintenance & Service

"Customers for Life"

Approval of Request for payment Application No 01 from Rigney Construction
CC REGULAR

Date: 03/08/2007

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Buildings & Grounds

Agenda Item

CAPTION

A. Approval of Request for Payment Application No. 01 in the amount of \$31,133.95 from Rigney Construction contracted vendor for: Interior Repairs and Renovations 398th. District Court contract No C-06-176-01-29 PO No. 580665 and certified payment by project architect, AGADC contract No. C-06-177-04-11 PO No. 570477

B. Approval of Request for Payment Invoice No. FOUR in the amount of \$1,200.00 from Alcocer Garcia Associates (AGADC) contracted architect for: Interior Repairs and Renovations 398th. District Court contract No. C-06-177-04-11 PO No. 570477

C. Approval of Request for Payment Invoice No. NINE in the amount of \$500.00 from Alcocer Garcia Associates (AGADC) contracted architect for: Construction of a Sally Port and Backup Power at the Courthouse Bldg. contract No. C-04-116-03-23 PO No. 555744 (6-089)

BACKGROUND

1. Payment Application No. 01 from Rigney Construction
2. Invoice No. FOUR from Alcocer Garcia Associates
3. Invoice No. NINE from Alcocer Garcia Associates

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1334-412-40-220-010-0-431

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available in PO 580665 is \$113,750.00 as of 3/1/07.

FISCAL YEAR: 2007

ACCT. #: 7-1334-412-40-220-010-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available in PO 570477 is \$3,850.00 as of 3/1/07.

FISCAL YEAR: 2007

ACCT. #: 7-1334-423-00-220-015-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available in PO 555744 is \$863.00 as of 3/1/07.

Attachments

Link: [Approval of request for payment](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/28/2007 03:40 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 09:38 AM	APRV
3	Dale Kennan	Dale Kennan	03/01/2007 11:26 AM	APRV
4	Auditor's Office	Linda Fong	03/01/2007 04:31 PM	APRV
5	Janie Lozano	Janie Lozano	03/02/2007 09:07 AM	APRV
6	Linda Fong	Linda Fong	03/02/2007 11:01 AM	APRV
7	Court Administrator	Monica Badillo	03/02/2007 03:31 PM	APRV

Form Started By: Juan Tapia

Started On: 02/27/2007 03:48 PM

Final Approval Date: 03/02/2007

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 3

SUBMITTED TO: Hidalgo County
100 E. Cano St., 4th Floor
Edinburg, TX 78539

PROJECT: 398th District Court
Remodel
Project # 06-176-12-06-jmt

SUBMITTED FROM: Rigney Construction & Development LLC
3201 State Highway 107
McAllen, TX 78504

ARCHITECT: Alcocer Garcia Associates Design
1335 East Jasmine Ave.
McAllen, TX 78501

CONTRACT FOR: Remodel Of District Court

APPLICATION NO: 01
PERIOD TO: 3/2/07
PROJECT NO: 07.200
ARCH PROJ NO: 1/25/07
CONTRACT DATE: 2/26/07
APPLICATION DATE: 2/26/07
INVOICE NO: 01

Distribution To:
OWNER
☒ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this application.

ORIGINAL CONTRACT SUM	\$ 113,750.00
NET CHANGE BY CHANGE ORDERS	\$
CONTRACT SUM TO DATE	\$ 113,750.00
TOTAL COMPLETED AND STORED TO DATE	\$ 34,593.28
RETAINAGE:	
10% OF COMPLETED WORK	\$ 3,459.33
10% OF STORED MATERIAL	\$ 0.00
TOTAL RETAINAGE	\$ 3,459.33
TOTAL EARNED LESS RETAINAGE	\$ 31,133.95
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER	\$
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$
CURRENT PAYMENT DUE	\$ 31,133.95
BALANCE TO FINISH INCLUDING RETAINAGE	\$ 82,616.05

(See Attached Pages for Original Contract and Change Order Breakdown.)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were payments have been received from Owner, and the current payment shown herein is now due.

CONTRACTOR: Rigney Construction & Development LLC

By: John Rigney Date: February 26, 2007

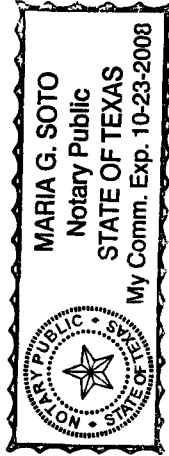
State of: Texas

County of: Hidalgo

Subscribed and sworn to before me this February 26, 2007

NOTARY PUBLIC: D. Soto

My Commission Expires: 10.23.08



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that the Work has progressed as indicated in the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 31,133.95

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheets that are applied to conform to the amount certified.)

ARCHITECT: Alcocer Garcia Associates Design Consulting

By: George Alcocer Date: 2-26-07

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D	E		F	G	H	I
				WORK COMPLETED					
				PREVIOUS APPLICATIONS	THIS APPLICATION				
				WORK IN PLACE	STORED MATERIALS				
	General Conditions	8,500.00		3,500.00			3,500.00	5,000.00	350.00
	Bond	3,313.11		3,313.11			3,313.11	0.00	331.31
	Remove Existing Jury Chairs	250.00		250.00			250.00	0.00	25.00
	Remove Existing Walls	300.00		300.00			300.00	0.00	30.00
	Remove Existing Wiring	100.00		100.00			100.00	0.00	10.00
	Sawcut Trench	500.00		500.00			500.00	0.00	50.00
	Demo electrical @ Platforms	100.00		100.00			100.00	0.00	10.00
	Demo Door #9	75.00		75.00			75.00	0.00	7.50
	Demo Walls @ Restrooms	150.00		150.00			150.00	0.00	15.00
	Demo Door #7	100.00		100.00			100.00	0.00	10.00
	Demo 4' Shhetrock @ hall #2	100.00		100.00			100.00	0.00	10.00
	Patch Trenched Concrete	150.00		150.00			150.00	0.00	15.00
	Labor for Patch	150.00		150.00			150.00	0.00	15.00
	Patch ceiling Labor	500.00						500.00	0.00
	Patch ceiling Materials	275.00						275.00	0.00
	Finish Carpentry Wood Material	2,000.00		200.00			200.00	1,800.00	20.00
	Finish Carpentry Labor	1,979.45		1,979.45			1,979.45	0.00	197.95
	Rough Carpentry Materials	3,900.00		3,900.00			3,900.00	0.00	390.00
	Rought Carpentry Labor	2,000.00		2,000.00			2,000.00	0.00	200.00
	Millwork & Countertops	2,200.00						2,200.00	0.00
	New Ceiling Insulation	850.00		850.00			850.00	0.00	85.00
	Insulation Labor	550.00		550.00			550.00	0.00	55.00
	Pre-machined Wood Doors	2,800.00						2,800.00	0.00
	Install Wood Doors	500.00						500.00	0.00
	Finish Hardware Materials	1,399.00						1,399.00	0.00
	Install Hardware Labor	250.00						250.00	0.00
	Drywall Materials	900.00		900.00			900.00	0.00	90.00
	Drywall Labor	500.00		500.00			500.00	0.00	50.00
	Interior Stud Partitions Labor	350.00		350.00			350.00	0.00	35.00
	Interior Stud Partitions Materials	700.00		700.00			700.00	0.00	70.00
	Suspended Ceilings	850.00						850.00	0.00
	18 x 18 Villa Valletta	3,300.00						3,300.00	0.00
	Floor Tile Labor	2,250.00						2,250.00	0.00
Contract Page 2 Totals		\$41,841.56		\$20,717.56			\$20,717.56	\$21,124.00	\$2,071.76

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D	E WORK COMPLETED THIS APPLICATION		F STORED MATERIALS	G TOTAL COMPLETE AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
				PREVIOUS APPLICATIONS	WORK IN PLACE				
	4x4 Wall Tile Labor	750.00						750.00	0.00
	4x4 Wall Tile Material	650.00						650.00	0.00
	Carpet Material	3,862.00						3,862.00	0.00
	Carpet Labor	2,200.00						2,200.00	0.00
	Grouts	550.00						550.00	0.00
	Painting Birch	2,500.00						2,500.00	0.00
	Painting Drywall	2,300.00						2,300.00	0.00
	Install Benches	200.00						200.00	0.00
	Install Jury Chairs	200.00						200.00	0.00
	Toilet Accesories	395.00						395.00	0.00
	Plumbing Materials	4,000.00		2,200.00			2,200.00	1,800.00	220.00
	Plaumbing Labor	2,000.00		1,300.00			1,300.00	700.00	130.00
	Plumbing	1,000.00					200.00	1,000.00	0.00
	A/C Mechanical	1,500.00		200.00				1,300.00	20.00
	Mechanical	2,000.00						2,000.00	0.00
	Electrical Materials	4,500.00		2,100.00			2,100.00	2,400.00	210.00
	Electrical Labor	2,500.00		1,175.00			1,175.00	1,325.00	117.50
	Electrical	8,000.00						8,000.00	0.00
	Allowance #1 Asbestos Survey	4,000.00						4,000.00	0.00
	Allowance #2 Asbestos	9,000.00						9,000.00	0.00
	Allowance #3 Moveable Ramp	2,000.00						2,000.00	0.00
	Allowance #4 Betterment	4,000.00						4,000.00	0.00
	Profit	13,801.44		6,900.72			6,900.72	6,900.72	690.07
	Contract Page 3 Totals	\$71,908.44		\$13,875.72			\$13,875.72	\$58,032.72	\$1,387.57
	Pages 2 - 3 Totals	\$113,750.00		\$34,593.28			\$34,593.28	\$79,156.72	\$3,459.33



ALCOCER GARCIA ASSOCIATES
DESIGN CONSULTING

1335 E. JASMINE AVE., McALLEN, TEXAS 78501 956.618.2007 FAX 956.618.2008

INVOICE FOR SERVICES:

CONTRACT C-06-177-04-11
P.O. # 570477

INVOICE NO. : Four

DATE: February 26, 2007

PROJECT: STATE DISTRICT COURT 398 REMODEL
HIDALGO COUNTY COURTHOUSE

TO: OFFICE OF THE COUNTY JUDGE
c/o Hidalgo County Purchasing Department
Edinburg, Tx 78539

In accordance with the A/E contract dated April , 2006, there is due at this time for professional services on the above referenced project, the amount of : \$ 1,200.00

A/E fee, fixed sum of \$ 19,245.00

Fee breakdown:

Schematic Design Phase (15%).....	\$ 2,886.00 (pd)
Design Development Phase (20%).....	3,849.00 (pd)
Construction Documents Phase (40%).....	7,698.00 (pd)
Bidding Phase. (5%).....	962.00 (pd)
Construction Phase (20%).....	\$ 3,850.00

This Invoice for:

1st Draw, Construction Phase, due..... 1,200.00

Please remit payment to:

Alcócer Garcia Associates Design Consulting
1335 East Jasmine Avenue
McAllen, Texas 78501

Thank you,
AGADC

George A. Garcia
Project Architect

AGADC

ALCOCER GARCIA ASSOCIATES
DESIGN CONSULTING

1335 E. JASMINE AVE., McALLEN, TEXAS 78501 956.618.2007 FAX 956.618.2008

INVOICE FOR SERVICES:

INVOICE No. : **Nine**

P.O. No. 555744

DATE: February 26, 2007

PROJECT: SALLY PORT & BACK UP POWER
HIDALGO COUNTY COURTHOUSE

TO: OFFICE OF THE COUNTY JUDGE
c/o Buildings & Grounds Department
County of Hidalgo
Edinburg, Tx 78539

In accordance with the A/E contract dated March 23, 2004, there is due at this time for professional design services on the above referenced project, the amount of : \$ 500.00

A/E Fee

Construction Cost.....\$ 575,000.00

A/E fee = 7.5% of estimated construction cost = \$ 43,125.00

Adjustment to the above to be made according to final construction cost.

Fee breakdown:

Through Bidding Phase (80% of fee)..... \$ 34,500.00 (pd)

Construction Phase (20%).....\$ 8,625.00 (\$ 7,200.00 pd to-date)

This Invoice:

Fifth draw, Construction Phase..... \$ 500.00

Please remit payment to:

Alcócer Garcia Associates Design Consulting
1335 East Jasmine Avenue
McAllen, Texas 78501

Thank you,
AGADC



George A. Garcia
Project Architect

AI-2770

17.H.3.

**Approval of request for payment Application No. 06 from Spacemaker Construction
CC REGULAR**

Date: 03/08/2007

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Buildings & Grounds

Agenda Item

CAPTION

Approval of request for payment Application No. 06 in the amount of \$60,515.00 from Spacemaker Construction contracted vendor for: Construction of a Sally Port and Backup Power contract No. C-06-089-07 PO No. 571345 and certified for payment by project architect (AGADC) Alcocer Garcia Associates contract No. C-04-116-03-23 PO No. 555744 (6-089)

BACKGROUND

Spacemaker Construction Application and Certificate for Payment No. 06

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1334-423-0-020-015-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 571345 has \$133,250.00 available as of 3/2/07.

Attachments

Link: [Approval of request for payment Application No. 06](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/28/2007 04:55 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 03:44 PM	APRV
3	Dale Kennan	Dale Kennan	03/02/2007 10:54 AM	APRV
4	Auditor's Office	Linda Fong	03/02/2007 11:47 AM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:32 PM	APRV

Form Started By: Juan Tapia

Started On: 02/28/2007 04:15 PM

Final Approval Date: 03/02/2007

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 2

SUBMITTED TO: Hidalgo County Purchasing
Hidalgo Administration Building
Edinburg, TX. 78539

PROJECT: Sally Port & Backup Power
PO# 571345 contract#060890725

SUBMITTED FROM: Spacemaker Construction
7830 East Canton Road
Edinburg, TX 78539

ARCHITECT: Alcocer Garcia Associates Design
1335 East Jasmine Avenue
McAllen, TX. 78501

APPLICATION NO: 06
PERIOD TO: 2/28/07
PROJECT NO: 0608
ARCH PROJ NO:
CONTRACT DATE: 6/20/06
APPLICATION DATE: 2/28/07
INVOICE NO: 06

Distribution To:

OWNER
X ARCHITECT
CONTRACTOR

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this application.

ORIGINAL CONTRACT SUM.....	\$ 575,000.00
NET CHANGE BY CHANGE ORDERS	\$
CONTRACT SUM TO DATE	\$ 575,000.00
TOTAL COMPLETED AND STORED TO DATE	\$ 551,800.00
RETAINAGE:	
5 % OF COMPLETED WORK \$ 27,590.00	
5 % OF STORED MATERIAL \$ 0.00	
TOTAL RETAINAGE	\$ 27,590.00
TOTAL EARNED LESS RETAINAGE	\$ 524,210.00
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER	\$ 0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 463,695.00
CURRENT PAYMENT DUE	\$ 60,515.00
BALANCE TO FINISH INCLUDING RETAINAGE	\$ 50,790.00

(See Attached Pages for Original Contract and Change Order Breakdown.)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were payments have been received from Owner, and the current payment shown herein is now due.

CONTRACTOR: Spacemaker Construction

By: Ronald D. Petsch Date: February 28, 2007

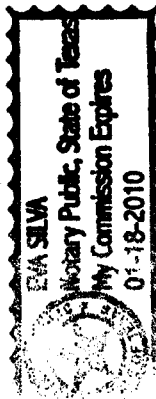
Ronald D. Petsch

State of: Texas

County of: Hidalgo

Subscribed and sworn to before me this February 28, 2007

NOTARY PUBLIC: Eva Silva
My Commission Expires: 1-18-2010



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, on-site observations and the data comprising this application, the Architect certifies that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Construction Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 60,515.00
(Attach explanation if amount certified differs from amount applied for. Initial all figures on this application and on the Continuation Sheets shall be changed to conform to the amount certified.)

ARCHITECT: Alcocer Garcia Associates Design Consult.

By: Eva Silva Date: 2-28-07

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 2

SUBMITTED TO: Hidalgo County Purchasing
Hidalgo Administration Building
Edinburg, TX. 78539

PROJECT: Sally Port & Backup Power
PO# 571345 contract#060890725

APPLICATION NO: 06
APPLICATION DATE: 2/28/07
PERIOD TO: 2/28/07
PROJECT NO: 0608
CONTRACT DATE: 6/20/06
INVOICE NO: 06

DISTRIBUTION TO:
OWNER
X ARCHITECT
CONTRACTOR

SUBMITTED FROM: Spacemaker Construction
7830 East Canton Road
Edinburg, TX 78539

ARCHITECT: Alcocer Garcia Associates Design
1335 East Jasmine Avenue
McAllen, TX. 78501

CONTRACT FOR: General Construction ARCH PROJ NO:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from Owner, and that current payment shown herein is now due.

ORIGINAL CONTRACT SUM \$ 575,000.00
NET CHANGE BY CHANGE ORDERS (See Attached CO List) \$
CONTRACT SUM TO DATE \$ 575,000.00
TOTAL COMPLETED AND STORED TO DATE \$ 551,800.00

WAIVER & RELEASE OF LIEN

Whereas the undersigned Contractor has provided labor, services, materials, or equipment for the above project, under an agreement with the Owner.

RETAINAGE:
5 % OF COMPLETED WORK \$ 27,590.00
5 % OF STORED MATERIAL \$ 0.00

The Undersigned does hereby waive and release all bond claims, liens, claims, or right of claim, TOTAL RETAINAGE \$ 27,590.00 or right of lien, statutory or otherwise, against the property, project, Owner, or any other person or entity who is or may be claimed to be liable, or any sureties, for labor, services, materials, or equipment, as provided by the Undersigned, to the extent of payment received, as indicated herein, together with any previous payment(s) already received but excluding any retainage or any labor, services, materials, or equipment provided after the application period date stated above. The undersigned agrees that in exchange for receipt of the above amount for labor, services, materials, or equipment as described herein, he does hereby grant this release unconditionally.

TOTAL EARNED LESS RETAINAGE \$ 524,210.00
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER \$ 0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 463,695.00
CURRENT PAYMENT DUE \$ 60,515.00
BALANCE TO FINISH INCLUDING RETAINAGE \$ 50,790.00

The person signing below does hereby certify that he/she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Spacemaker Construction

Signed: Ronald D. Petsch

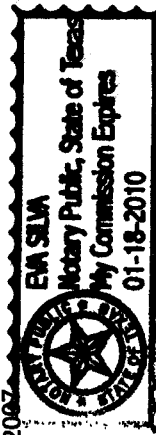
Name, Title: Ronald D. Petsch

Dated: February 28, 2007

State of: Texas

County of: Hidalgo

Subscribed and sworn to before me this: 2/28/2007



NOTARY PUBLIC:

Signed: E.A. Silva

My Commission Expires: 1-18-2010

ORIGINAL CONTRACT PAGE 2.1

PAGE NO: 2.1 OF: 2
APPLICATION NUMBER: 06
APPLICATION DATE: 2/28/07
PERIOD FROM: 2/1/07 TO: 2/28/07

SUBMITTED FROM: Spacemaker Construction
7830 East Canton Road
Edinburg, TX 78539
PROJECT: Sally Port & Backup Power
PO# 571345 contract#060890725
CONTRACTOR'S PROJECT NO: 0608
ARCHITECT'S PROJECT NO:

CONTRACT FOR: General Construction

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E		F		G TOTAL COMPLETE AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			PREVIOUS APPLICATIONS		WORK COMPLETED THIS APPLICATION		STORED MATERIALS				
					WORK IN PLACE						
01	01.0 - General Conditions	38,500.00	32,600.00		4,500.00			0.00	37,100.00	1,400.00	1,855.00
02	01.1 - Insurance bonds & permit	14,500.00	14,500.00						14,500.00	0.00	725.00
03	01.2 - Mobilization	5,000.00	5,000.00						5,000.00	0.00	250.00
04	02.0 - Earthwork / demo	10,000.00	9,000.00		1,000.00				10,000.00	0.00	500.00
05	02.1 - Concrete footings	18,000.00	18,000.00						18,000.00	0.00	900.00
06	03.0 - Concrete flatwork /	20,000.00	18,000.00		2,000.00				20,000.00	0.00	1,000.00
07	04.0 - Masonry	18,000.00	18,000.00						18,000.00	0.00	900.00
08	04.0 - Granite allowance	18,000.00	18,000.00		8,000.00				18,000.00	0.00	900.00
09	05.0 - Steel canopy	19,000.00	10,000.00		18,000.00				18,000.00	1,000.00	900.00
10	06.0 - Rough Carpentry	3,000.00	3,000.00						3,000.00	0.00	150.00
11	07.1 - Lath / Plaster	17,000.00	17,000.00						17,000.00	0.00	850.00
12	09.5 - Painting	10,000.00			10,000.00				10,000.00	0.00	500.00
13	10.0 - Specialties	3,000.00			2,000.00				2,000.00	1,000.00	100.00
14	11.0 - Security Gate materials	195,000.00	195,000.00						195,000.00	0.00	9,750.00
15	11.1 - Security Gate labor	100,000.00	87,000.00		13,000.00				100,000.00	0.00	5,000.00
16	16.0 - Electrical	65,000.00	61,000.00		4,000.00				65,000.00	0.00	3,250.00
17	Betterment allowance	8,000.00			1,200.00				1,200.00	8,000.00	0.00
18	Electrical allowance	8,000.00								6,800.00	60.00
19	Site utility allowance	5,000.00								5,000.00	0.00
Contract Page 2.1 Totals		\$575,000.00	\$488,100.00		\$63,700.00			\$0.00	\$551,800.00	\$23,200.00	\$27,590.00

AI-2774

17.H.4.

Requesting authority to advertise for bids and approval of scope of work for Repairs Restrooms
Adm. Bldg.

CC REGULAR

Date: 03/08/2007

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Buildings & Grounds

Agenda Item

CAPTION

Presentation for discussion, consideration and approval for authority to advertise for bids and approval of scope of work for: Renovations-Repairs to Administration Bldg. 1st. floor restrooms and for the Elections Dept. to remove and replace existing flooring with vinyl composition tile (VCT) in four (4) offices. (7-068)

BACKGROUND

Scope of work
DRAFT - Service / Contract Document

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1336-419-40-220-027-0-452

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$818,417.56 as of 3/2/07.

FISCAL YEAR: 2007

ACCT. #: 7-1334-412-40-220-010-0-431

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$2,045.84 as of 3/2/07.

Attachments

Link: [Requesting authority to advertise for bids and approval scope of work](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/01/2007 01:55 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 04:07 PM	APRV
3	Dale Kennan	Dale Kennan	03/02/2007 11:07 AM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Juan Tapia

Started On: 02/28/2007 04:39 PM

Final Approval Date:



BUILDING & GROUNDS County Of Hidalgo

DANIEL FLORES
Director

To: Contractor

From: Javier Carreon, General Foreman 
Buildings and Grounds Department

Re: Admn. Building Restroom Renov. Phase II

Date: January 16, 2006

This memo is in reference to the interior floor renovations at the Hidalgo County Administration Building 1st Floor Restroom Renovations. The following is a brief overview of the scope of work needed to accomplish this task. There will be a job site visit on Wednesday, January 17, 2007 at 10 a.m. at the Atrium area located at 100 E. Cano, Edinburg, Texas, to discuss questions or concerns regarding this project..

1. Remove existing toilets, sinks, urinal, faucets and replace with ADA compliant toilet, sink, grab bars and faucets with handles.
2. Remove existing light fixtures and replace with commercial type.
3. Prep existing walls and paint to a class 5 finish.
4. Provide and install a new exhaust fan.
5. Prep existing walls and install 4"x4" ceramic tile, four feet off the floor around the perimeter of the room.
6. Remove and replace existing stalls with ADA compatible.
7. Demolition existing wall between both restrooms.
8. Convert the two restrooms into a single unisex ADA restroom as per code.
9. Provide and install a baby changing table as per code.
10. Haul away debris from site on a daily basis.
11. Barricade construction areas with proper safety equipment.

Thank you for your prompt attention to this matter, if in need of additional information please advice or call me at (956) 289-7856 or fax (956) 318-2648

3. This Contract shall be for a period beginning _____, 2006, and ending on _____, and may be extended at the sole discretion of County for an additional ninety(90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

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

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid as set forth below.

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas**

If to Company:

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be perform able in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2006.

COUNTY OF HIDALGO

By: Ramon Garcia, County Judge

ATTEST:

J. D. Salinas, III, County Clerk

COMPANY:

Printed Name:

Title:

AI-2750

17.I.1.

BCAP PRECINCT NO 1

CC REGULAR

Date: 03/08/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP Pct.1

Agenda Item

CAPTION

Requesting authority to advertise for Road & Drainage Construction of Mel Gray, La Blanca Hts, La Paloma Subd (under the BorderColonia Access Program Projects -ROUND II) with plans and specification to be drafted by project engineer TEDSI Infrastructure Group.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1311-431-00-121-897-1-733/734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2007

ACCT. #: 7-1311-431-00-121-368-0-733/734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2007

ACCT. #: 7-1311-431-00-121-392-0-733/734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [2750](#)

Confidential documents are indicated with a (c).

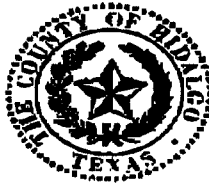
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/01/2007 01:03 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 03:18 PM	APRV
3	Sergio Cruz	Sergio Cruz	03/01/2007 05:39 PM	APRV
4	Auditor's Office	Linda Fong	03/02/2007 09:47 AM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:32 PM	APRV

Form Started By: Laura Moya

Started On: 02/28/2007 01:33 PM

Final Approval Date: 03/02/2007



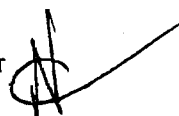
#2750

Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
ATTN: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Sylvia Handy, Hidalgo County Precinct No.1
Rosanna Schettino HCCAP Auditor
John Paul Lugo, CAP Precinct Coordinator
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director 

DATE: 26 February 2007

Subject: Authority to Advertise Round II Projects and approval of Specifications - Mel Gray Subdivision, CSJ: 2C1080897; La Blanca Heights, CSJ: 2C1080368 and La Paloma Subdivision: 2C1080392

Marty, please place the above-referenced items on Commissioner's Court for Tuesday, 6th March 2007.

These projects are located in Precinct NO.1 and are carried by TEDSI Infrastructure Group.

The account numbers are as follows: 7-1311-431-00-121-897-0-733 & 734 - Mel Gray
7-1311-431-00-121-368-0-733 & 734 - La Blanca Hts
7-1311-431-00-121-392-0-733 & 734 - La Paloma Subd

If you have any questions, please advice.

Thanks,

ltr purchasing reg authority to adv la paloma la blanca mel gray

AI-2781

17.J.1.

BCAP Precinct No 2

CC REGULAR

Date: 03/08/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP Pct.2

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Payment Application No. 2 in the amount of \$105,777.65, from J.M. Construction, contracted vendor for "Alamo Orchards" and as certified for payment by project engineer, R. Gutierrez Engineering Corporation. C-Cap-06-003-08-01 (P.O. #571906).

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1310-431-00-122-490-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$89,841.52 available in P.O. 571906 as of 03/01/2007
Payment Request for the amount of \$89,841.52

FISCAL YEAR: 2007

ACCT. #: 7-1202-431-00-122-006-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$32,264.43 available in P.O. 571906 as of 03/01/2007
Payment Request in the amount of \$15,936.13

Attachments

Link: [2781](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/01/2007 01:59 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 05:33 PM	APRV
3	Sergio Cruz	Sergio Cruz	03/01/2007 07:19 PM	APRV
4	Auditor's Office	Linda Fong	03/02/2007 09:58 AM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:32 PM	APRV

Form Started By: Laura Moya

Started On: 03/01/2007 09:46 AM

Final Approval Date: 03/02/2007

APPLICATION FOR PAYMENT NO. 2

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: J.M. CONSTRUCTION CORP. (CONTRACTOR)
 Contract: C-CAP-06-003-08-01
 Project: HIDALGO COUNTY COLONIA ACCESS PROGRAM - ALAMO ORCHARDS SUBDIVISION
 OWNER's Contract No. _____ ENGINEER's Project No. ENG02.048
 For Work accomplished through the date of: 11/9/2006

1. Original Contract Price:	\$	225,311.85
2. Net change by Change Orders and Written Agreements (+ or -):	\$	-
3. Current Contract Price (1 plus 2):	\$	225,311.85
4. Total completed and stored to date:	\$	187,881.63
5. Retainage (per Agreement):		
<u>10</u> % of completed Work:	\$	18,788.16
_____ % of stored material:	\$	-
Total Retainage:	\$	18,788.16
6. Total completed and stored to date less retainage (4 minus 5):	\$	169,093.46
7. Less previous Application for Payments:	\$	(63,315.81)
8. Balance to Finish:	\$	37,430.23
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$	105,777.65

Accompanying Documentation: _____ REQ. #94341

OK Jaime 2-27-07

CONTRACTOR'S Certification:

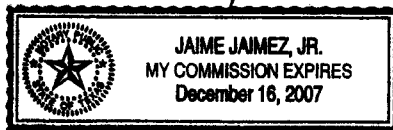
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for 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 Payment is in accordance with the Contract Documents and not defective.

Dated 2-27-07

J.M. CONSTRUCTION CORP.
CONTRACTOR

By: Jaime Jaimez Jr.

State of TEXAS
 County of HIDALGO
 Subscribed and sworn to before me this 27th
 day of February 2007



Notary Public [Signature]
 My Commission expires: 12/16/07

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 2/27/07

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

INVOICE RECEIVED BY: [Signature] ON 2/27/07
 GOODS/SERVICES RECEIVED BY: [Signature] ON 2/27/07

By: Jaime Jaimez Jr. P.E.

Application No.:	2
Application Date:	12/27/2006
Period To:	12/27/2006
Engineer Firm	R. Gutierrez Eng. Corp.

Schedule of Values

2/27/2007

Page 1

J.M. CONSTRUCTION CORP.

Contractor Name

9/2/2006

Starting Date

11/30/2006

Project Ending Date

Naranja Street

Engineer's / County Project Description

Application No.: 2

Application Date: 12/27/2006

Period To: 12/27/2006

Engineer's / County Project No.: ENG02-048

Item No.	Description	Unit	Original Schedule Value		Application #1		Application #2		Balance To Finish				
			Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
(905) ROADWAY													
1	Excavation	CY	2,642.00	\$ 18,494.00	2,642.00	2,642.00	\$ 18,494.00	-	2,642.00	\$ -	\$ 18,494.00	0.0	\$ -
2	Channel Excavation	CY	4,722.00	\$ 33,054.00	-	-	\$ -	-	-	\$ -	\$ -	4,722.0	\$ 33,054.00
3	Embankment	CY	19.00	\$ 114.00	-	-	\$ -	19.00	19.00	\$ 114.00	\$ 114.00	0.0	\$ -
4	Cell Fiber Seeding (Temp)(Warm)	SY	1,548.00	\$ 1,006.20	-	-	\$ -	-	-	\$ -	\$ -	1,548.0	\$ 1,006.20
5	Cell Fiber Seeding (Temp)(Cool)	SY	1,548.00	\$ 1,006.20	-	-	\$ -	-	-	\$ -	\$ -	1,548.0	\$ 1,006.20
6	Cell Fiber Seeding (Temp)(Clay)	SY	3,096.00	\$ 2,012.40	-	-	\$ -	3,096.00	3,096.00	\$ 2,012.40	\$ 2,012.40	0.0	\$ -
7	Fertilizer (16-8-8)	TON	0.03	\$ 90.00	-	-	\$ -	0.03	0.03	\$ 90.00	\$ 90.00	0.0	\$ -
8	Flexible Base (6")	CY	667.00	\$ 5,336.00	534.00	534.00	\$ 4,272.00	133.00	667.00	\$ 1,064.00	\$ 5,336.00	0.0	\$ -
9	Flexible Base (4")	CY	6.00	\$ 48.00	6.00	6.00	\$ 48.00	-	6.00	\$ -	\$ 48.00	0.0	\$ -
10	Lime Treated Base (6")	SY	4.15	\$ 18,583.70	-	-	\$ -	4,478.00	4,478.00	\$ 18,583.70	\$ 18,583.70	0.0	\$ -
11	Lime Treated Base (Ty A or B)	TON	210.00	\$ 2,364.60	10.99	10.99	\$ 2,307.90	-	10.99	\$ -	\$ 2,307.90	0.27	\$ 56.70
12	Prime Coat (MC-30)	GAL	5.75	\$ 4,485.00	-	-	\$ -	780.00	780.00	\$ 4,485.00	\$ 4,485.00	0.0	\$ -
13	Prime Coat (MC-30)(Driveways)	GAL	10.00	\$ 57.50	-	-	\$ -	10.00	10.00	\$ 57.50	\$ 57.50	0.0	\$ -
14	Asph. Conc. Pav. Ty "D"	SY	3,900.00	\$ 38,025.00	-	-	\$ -	3,900.00	3,900.00	\$ 38,025.00	\$ 38,025.00	0.0	\$ -
15	Asph. Conc. Pav. Ty "D" (1")(Driveways)	TON	3.00	\$ 29.25	-	-	\$ -	1.50	1.50	\$ 14.63	\$ 14.63	1.5	\$ 14.63
16	Barricades, Sign & Traffic Handling	MO	2.00	\$ 3,000.00	1.00	1.00	\$ 1,500.00	1.00	2.00	\$ 1,500.00	\$ 3,000.00	0.0	\$ -
17	Construction Exits (Ty II)(Install)	SY	84.00	\$ 588.00	84.00	84.00	\$ 588.00	-	84.00	\$ -	\$ 588.00	0.0	\$ -
18	Construction Exits (Ty II)(Remove)	SY	84.00	\$ 588.00	-	-	\$ -	84.00	84.00	\$ 588.00	\$ 588.00	0.0	\$ -
19	Temp Sediment Control Fence (Install)	LF	60.00	\$ 489.00	60.00	60.00	\$ 489.00	-	60.00	\$ -	\$ 489.00	0.0	\$ -
20	Concrete Curb & Gutter (Ty A)(Barrier)	LF	2,550.00	\$ 20,272.50	2,040.00	2,040.00	\$ 16,218.00	510.00	2,550.00	\$ 4,054.50	\$ 20,272.50	0.0	\$ -
21	Driveway (Concrete)	SY	1,087.00	\$ 44,567.00	-	-	\$ -	1,087.00	1,087.00	\$ 44,567.00	\$ 44,567.00	0.0	\$ -
22	Mailbox (Single)	EA	31.00	\$ 2,325.00	-	-	\$ -	2.00	2.00	\$ 150.00	\$ 150.00	29.0	\$ 2,175.00
23	Small Rdsgn Sgn Assem (Ty A)	EA	3.00	\$ 1,125.00	-	-	\$ -	3.00	3.00	\$ 1,125.00	\$ 1,125.00	0.0	\$ -
	Total Roadway			\$ 197,660.35			\$ 43,916.90			\$ 116,430.73	\$ 160,347.63		\$ 37,312.73

(906) DRAINAGE													
24	Trench Excavation Protection	LF	10.00	\$ 2,390.00	239.00	239.00	\$ 2,390.00	-	239.00	\$ -	\$ 2,390.00	0.0	\$ -
25	Concrete Riprap (CL C)	CY	25.00	\$ 167.50	-	-	\$ -	2.00	2.00	\$ 50.00	\$ 50.00	4.7	\$ 117.50
26	RCP (CLIII)(18")	LF	39.00	\$ 2,964.00	76.00	76.00	\$ 2,964.00	-	76.00	\$ -	\$ 2,964.00	0.0	\$ -
27	RCP (CLIII)(30")	LF	56.00	\$ 11,480.00	205.00	205.00	\$ 11,480.00	-	205.00	\$ -	\$ 11,480.00	0.0	\$ -
28	Inlet (Ty C)	EA	3,200.00	\$ 3,200.00	1.00	1.00	\$ 3,200.00	-	1.00	\$ -	\$ 3,200.00	0.0	\$ -
29	Manhole (Ty A1)	EA	3,200.00	\$ 6,400.00	2.00	2.00	\$ 6,400.00	-	2.00	\$ -	\$ 6,400.00	0.0	\$ -
30	Safety End Treatment (18")(6:1)	EA	525.00	\$ 1,050.00	-	-	\$ -	2.00	2.00	\$ 1,050.00	\$ 1,050.00	0.0	\$ -
Total Drainage				\$ 27,651.50			\$ 26,434.00			\$ 1,100.00	\$ 27,534.00		\$ 117.50
TOTAL BASE AMOUNTS:				\$ 225,311.85			\$ 70,350.90			\$ 117,530.73	\$ 187,881.63		\$ 37,430.23

Prepared and Checked By:

Date:



2/27/07

J.M. CONSTRUCTION CORP.	Contractor Name	Application No.: 2
9/2/2006	Starting Date	Application Date: 12/27/2006
11/30/2006	Project Ending Date	Period To: 12/27/2006
Naranja Street	Engineer's / County Project Description	Engineer's / County Project No.: ENG02-048

Item No.	Code	Description	Unit	Original Rates	Original Schedule Value			Application #1			Application #2			Balance To Finish	
					Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
(905) ROADWAY															
1	110	Excavation	CY	\$ 7.00	2,642.00	\$ 18,494.00	2,642.00	2,642.00	\$ 18,494.00	-	2,642.00	\$ -	\$ 18,494.00	0.0	\$ -
2	110	Channel Excavation	CY	\$ 7.00	4,722.00	\$ 33,054.00	-	-	\$ -	-	-	\$ -	\$ -	4,722.0	\$ 33,054.00
3	132	Embankment	CY	\$ 6.00	19.00	\$ 114.00	-	-	\$ -	19.00	19.00	\$ 114.00	\$ 114.00	0.0	\$ -
4	164	Cell Fiber Seeding (Temp)(Warm)	SY	\$ 0.65	1,548.00	\$ 1,006.20	-	-	\$ -	-	-	\$ -	\$ -	1,548.0	\$ 1,006.20
5	164	Cell Fiber Seeding (Temp)(Cool)	SY	\$ 0.65	1,548.00	\$ 1,006.20	-	-	\$ -	-	-	\$ -	\$ -	1,548.0	\$ 1,006.20
6	164	Cell Fiber Seeding (Temp)(Clay)	SY	\$ 0.65	3,096.00	\$ 2,012.40	-	-	\$ -	-	-	\$ -	\$ -	0.0	\$ -
7	168	Fertilizer (16-8-8)	TON	\$ 3,000.00	0.03	\$ 90.00	-	-	\$ -	0.03	0.03	\$ 90.00	\$ 90.00	0.0	\$ -
8	247	Flexible Base (6")	CY	\$ 8.00	667.00	\$ 5,336.00	534.00	534.00	\$ 4,272.00	133.00	667.00	\$ 1,064.00	\$ 5,336.00	0.0	\$ -
9	247	Flexible Base (4")	CY	\$ 8.00	6.00	\$ 48.00	6.00	6.00	\$ 48.00	-	6.00	\$ -	\$ 48.00	0.0	\$ -
10	260	Lime Treated Base (6")	SY	\$ 4.15	4,478.00	\$ 18,583.70	-	-	\$ -	4,478.00	4,478.00	\$ 18,583.70	\$ 18,583.70	0.0	\$ -
11	260	Lime Treated Base (Ty A or B)	TON	\$ 210.00	11.26	\$ 2,364.60	10.99	10.99	\$ 2,307.90	-	10.99	\$ -	\$ 2,307.90	0.27	\$ 58.70
12	310	Prime Coat (MC-30)	GAL	\$ 5.75	780.00	\$ 4,485.00	-	-	\$ -	780.00	780.00	\$ 4,485.00	\$ 4,485.00	0.0	\$ -
13	310	Prime Coat (MC-30)(Driveways)	GAL	\$ 5.75	10.00	\$ 57.50	-	-	\$ -	10.00	10.00	\$ 57.50	\$ 57.50	0.0	\$ -
14	340	Asph. Conc. Pav. Ty "D"	SY	\$ 9.75	3,900.00	\$ 38,025.00	-	-	\$ -	3,900.00	3,900.00	\$ 38,025.00	\$ 38,025.00	0.0	\$ -
15	340	Asph. Conc. Pav. Ty "D" (1*)(Driveways)	TON	\$ 9.75	3.00	\$ 29.25	-	-	\$ -	1.50	1.50	\$ 14.63	\$ 14.63	1.5	\$ 14.63
16	502	Barricades, Sign & Traffic Handling	MO	\$ 1,500.00	2.00	\$ 3,000.00	1.00	1.00	\$ 1,500.00	1.00	2.00	\$ 1,500.00	\$ 3,000.00	0.0	\$ -
17	508	Construction Exits (Ty I)(Install)	SY	\$ 7.00	84.00	\$ 588.00	84.00	84.00	\$ 588.00	-	84.00	\$ -	\$ 588.00	0.0	\$ -
18	508	Construction Exits (Ty I)(Remove)	SY	\$ 7.00	84.00	\$ 588.00	-	-	\$ -	84.00	84.00	\$ 588.00	\$ 588.00	0.0	\$ -
19	508	Temp Sediment Control Fence (Install)	LF	\$ 8.15	60.00	\$ 489.00	60.00	60.00	\$ 489.00	-	60.00	\$ -	\$ 489.00	0.0	\$ -
20	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	\$ 7.95	2,560.00	\$ 20,272.50	2,040.00	2,040.00	\$ 16,218.00	510.00	2,550.00	\$ 4,054.50	\$ 20,272.50	0.0	\$ -
21	530	Driveway (Concrete)	SY	\$ 41.00	1,087.00	\$ 44,567.00	-	-	\$ -	1,087.00	1,087.00	\$ 44,567.00	\$ 44,567.00	0.0	\$ -
22	560	Mailbox (Single)	EA	\$ 75.00	31.00	\$ 2,325.00	-	-	\$ -	2.00	2.00	\$ 150.00	\$ 150.00	29.0	\$ 2,175.00
23	644	Small Rdwd Sgn Assem (Ty A)	EA	\$ 375.00	3.00	\$ 1,125.00	-	-	\$ -	3.00	3.00	\$ 1,125.00	\$ 1,125.00	0.0	\$ -
		Total Roadway				\$ 197,680.35			\$ 43,916.90			\$ 116,430.73	\$ 160,347.63		\$ 37,312.73
(906) DRAINAGE															
24	402	Trench Excavation Protection	LF	\$ 10.00	239.00	\$ 2,390.00	239.00	239.00	\$ 2,390.00	-	239.00	\$ -	\$ 2,390.00	0.0	\$ -
25	432	Concrete Riprap (CL C)	CY	\$ 25.00	6.70	\$ 167.50	-	-	\$ -	2.00	2.00	\$ 50.00	\$ 50.00	4.7	\$ 117.50
26	464	RCP (CLIII)(18")	LF	\$ 39.00	76.00	\$ 2,964.00	76.00	76.00	\$ 2,964.00	-	76.00	\$ -	\$ 2,964.00	0.0	\$ -
27	464	RCP (CLIII)(30")	LF	\$ 56.00	205.00	\$ 11,480.00	205.00	205.00	\$ 11,480.00	-	205.00	\$ -	\$ 11,480.00	0.0	\$ -
28	465	Inlet (Ty C)	EA	\$ 3,200.00	1.00	\$ 3,200.00	1.00	1.00	\$ 3,200.00	-	1.00	\$ -	\$ 3,200.00	0.0	\$ -
29	465	Manhole (Ty A1)	EA	\$ 3,200.00	2.00	\$ 6,400.00	2.00	2.00	\$ 6,400.00	-	2.00	\$ -	\$ 6,400.00	0.0	\$ -
30	467	Safety End Treatment (18")(6:1)	EA	\$ 525.00	2.00	\$ 1,050.00	-	-	\$ -	2.00	2.00	\$ 1,050.00	\$ 1,050.00	0.0	\$ -
		Total Drainage				\$ 27,651.50			\$ 26,434.00			\$ 1,100.00	\$ 27,534.00		\$ 117.50
		TOTAL BASE AMOUNTS:				\$ 225,311.85			\$ 70,350.90			\$ 117,530.73	\$ 187,881.63		\$ 37,430.23

Prepared and Checked By:

Date:



2/27/2007

R. Gutierrez Engineering Corporation

January 12, 2007

Ray Eufracio
County Auditor
Hidalgo County Auditor's Office
P.O. Box 689
Edinburg, TX 78540

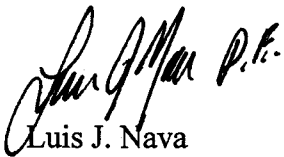
Subject: Alamo Orchards Subdivision – Testing Requirements
Project No: Eng02.0548

Dear Mr. Eufracio:

Test results have been provided for the work done for the second payment application for the above referenced project. I have reviewed all testing requirements and frequencies as well as work completed as of January 11, 2007.

If you have any questions or comments regarding this matter, please call me at (956) 782-2557 or on my mobile at (956) 227-2142.

Sincerely,



Luis J. Nava
Senior Project Manager

cc: file
Hector "Tito" Palacios, Pct. 2 Commissioner

Alamo Orchard Subdivision
Cabrillo Testing Requirements

MATERIAL	TEST	DESCRIPTION	REQUIRED	REMARKS	FIRST STREET
SUBGRADE	Tex-101-E, Part III	Pavement	NO		
	Tex-113	Moisture Density Curve	NO	Preparation of subgrade will be performed with relative soil moisture density. The moisture density will be determined by the Engineer.	
	Tex-108-E	Plasticity Index	NO		
	Tex-115-E	In-place Density	NO		
	Thickness	Thickness	NO		
FLEX BASE	Proct Roll	Proct Roll	NO		
	Tex-101-E	Prop. Solids and Fines, Base	YES		
	Tex-108-E	Moisture Content	Optional		
	Tex-104-E	Determining Liquid Limit of Soils	YES		
	Tex-108-E	Determining Plastic Limit of Soils	NO		
	Tex-108-E	Calculating Plasticity Index	YES		
	Tex-110-E	Particle Size Analysis	YES		
	Tex-113-E	Moisture Density Relation of Base Materials (includes lime)	YES		
	Tex-116-E	Wet Ball Mill Method	Optional		
	Tex-117-E	Triaxial Compression for Base Material (includes lime)	Optional		
LIME	Tex-118-E	In-place Density	YES		
	Thickness	Thickness	YES		
LIME	Tex-400-J	Lime Testing Procedure	NO	Required for all flexible bases (catches)	
HOT MIX	Tex-207-F	Determining Density of Compacted Bituminous Mixtures	NO		
	Tex-208-F	Test for Shalometer Value of Bituminous Mixtures	NO		
	Tex-210-F	Deter. Ash. Content of Bituminous Mixtures by Extraction	NO		
	Tex-228-F	Combined HMA/C Cold Belt Sampling and Testing Procedures	NO		
	Tex-228-F	Deter. Ash. Content from Ash. Pavement Struct. By Jendron Method	NO		
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures	NO		
	Tex-213-E	Determining Hydrocarbon - Volatile Content of Bituminous Mixtures	NO		
EMBANKMENTS		Laboratory Compaction Charact. & Moist. Density Relat. Of Subgrade & Embankment Soils	NO		
	Tex-114-E	In-place Density	NO		
	Tex-115-E	In-place Density	NO		
	Tex-116-E	In-place Density	NO		
CONCRETE	Tex-419-A	Compressive Strength of Cylindrical Concrete Specimens	NO		
	Tex-417-A	Air Content	NO		
	Tex-415-A	Slump Test	NO		

- 1) See attached schedule for recommended testing.
- 2) Testing for this procedure has been performed. Reports are provided.
- 3) Re-testing at one or more locations were performed due to failed tests.
- 4) Visual inspection.
- 5) Test specimen is smaller than the recommended testing cycle requirements.

Prepared and Checked By: Paul J. J. J. Date: 8/27/67

Signature: Paul J. J. J.

Printed Name: Paul J. J. J.

AI-2787

17.K.1.

Pct 3 item on CAP

CC REGULAR

Date: 03/08/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Submitted For: Purchasing Department

Department: BUDGET & MANAGEMENT

Agenda Area: Purchasing Department

Purchasing only: CAP Pct.3

Agenda Item

CAPTION

Requesting approval to rescind the action taken by CC on 2/20/2007 in connection with agenda items AI-2554 and Posted under Purchasing Dept. as #14.K, Items A, B,C:

A. Presentation for discussion, consideration and approval to rescind bid #06-006-11-01 for Road Construction of Hilda Subdivision(s) awarded by CC on 11-21-06 to S & G Paving, Inc.;
B. Pursuant to bid requirements (item #8 of Information to Bidders), requesting authority to seek forfeiture of the security deposited with submitted bid (5% of bid) by S & G Paving, Inc. through bid bond # B25627ACSTAR Insurance Company;
C. Requesting authority to re-advertise sealed bids for: Road Construction of Hidalgo Sub-division(s) with the plans and specifications drafted through contracted engineer, Ricardo Hinojosa Engineering under the BCAP for Precinct #3; or, if none of the above are necessary;

2. Presentation for discussion, consideration and action on a recommendation by project engineer Hinojosa Engineering to award to the lowest bidder meeting all specifications for bid #006-006-11-01: Road Construction of Hilda Subdivision(s) and approval of contract (including all complying documentation) subject to legal review

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/01/2007 05:13 PM	APRV
2	Sergio Cruz	Sergio Cruz	03/01/2007 07:01 PM	APRV
3	Purchasing Department	Marty Salazar	03/02/2007 01:38 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Monica Badillo

Started On: 03/01/2007 02:01 PM

Final Approval Date:

AI-2725

17.L.1.

Lease for Pct. 2

CC REGULAR

Date: 03/08/2007

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Gricelda Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Right of Way

Agenda Item

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a)(6) for lease of land;

B. Requesting approval of a lease agreement (property/lot(s))between Genardo Garza Jr., and County of Hidalgo in order to stock pile road construction materials (i.e. caliche, asphalt & dirt) for Border Colonia Access Program Project of road construction- Primavera Subdivision.(Lot 8 and 47, Alamo Land and Sugar Co.)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: 7-1202-431-00-122-006-0-441

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$4,516.82 as of 3/1/07.

Attachments

Link: [DRAFT LEASE](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/28/2007 03:40 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 09:40 AM	APRV
3	Dale Kennan	Dale Kennan	03/01/2007 11:46 AM	APRV
4	Auditor's Office	Linda Fong	03/02/2007 10:39 AM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:31 PM	APRV

Form Started By: Gricelda Villarreal

Started On: 02/27/2007 03:50 PM

Final Approval Date: 03/02/2007

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

DRAFT

LEASE

THIS LEASE is made and entered into by and between Genardo Garza, Jr. and wife Felice Macias Garza, residents of Hidalgo County, Texas, hereinafter referred to as Lessor, and THE COUNTY OF HIDALGO, hereinafter referred to 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 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".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for six (6) months on _____, 2007 ("Commencement Date") and ending on _____, 2007 ("Termination Date") unless sooner terminated as provided in this Lease, 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 one (1) year 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 one (1) year from the date of such sale.

Renewal or Termination

1.2 Lessee shall have the right and option to renew and extend the terms of this Lease for Ninety (90) days. If Lessee desires to renew and extend the term of this Lease for such renewal at least ten (10) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same 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; 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 constitutes 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 upon giving the Lessor one hundred eighty (180) days written notice without cause. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day if 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 of 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, rental in the sum of \$1.00 as rent.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on the

Commencement

Date and all rental shall be paid in lawful money of the United States to the Lessor at P.O. Box 864, Pharr, Texas or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee.

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 storage of road material's, asphalt, caliche dirt and debris removed from property generated by Lessee's road improvement projects.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. MAINTENANCE

4.1 Lessee agrees, at the end of the term to spread all remaining road materials and dirt over and across the Property.

ARTICLE 5. SIGNS

Signs

5.1 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 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 6. MECHANIC'S LIEN

6.1 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, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice for Lessor Lessee, 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 7. GENERAL LIABILITY INSURANCE

Insurance

7.1 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance, naming Lessor as additional insured. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance.

ARTICLE 8. CONDEMNATION

Total Condemnation

8.1 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

8.2 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 or eminent domain, or should be sold to the condemning authority under the 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 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

8.3 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 9. DEFAULT

Default by Lessee

9.1 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 relet 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 Lessor.

Default by Lessor

9.2 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 default Lessor neglects to cure such default within sixty (60) 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

9.3 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

9.4 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.

ARTICLE 10. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

10.1 Lessee may not 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, without 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

10.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 11. MISCELLANEOUS

Notices and Addresses

11.1 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:

Lessor:

Genardo Garza, Jr.
P.O. Box 864
Pharr, TX 78577

Lessee:

County of Hidalgo
Attn: County Judge
P.O. Box 1356
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

11.2 This 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 agreement.

Texas Law to Apply

11.3 This 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

11.4 In case any one or more of the provisions contained in this 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 agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

11.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

11.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

11.7 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

11.8 If, as a result of a breach of this 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

11.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, 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 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

11.10 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

11.11 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

11.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the ____ day of

2007.

LESSOR: Genardo Garza, Jr.

By: _____, Owner

ATTEST:

LESSEE:

Arturo Guajardo, Jr. County Clerk

Juan de Dios (J.D.) Salinas, III County Judge

Approved on Commissioners' Court

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"
LEGAL DESCRIPTION

All of Lot 8, and 47, Alamo Land & Sugar Co.

AI-2776

17.M.1.

County Clerk's Office-Interlocal Agreement-Travis County Tx Dept of State Health Svc
CC REGULAR

Date: 03/08/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: County Clerk

Agenda Item

CAPTION

Requesting approval to enter into an Interlocal Agreement with the Texas Department of State Health Services of Vital Statistics and Hidalgo County for issuance of Birth Certificates at NO COST to the County.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

For the Issuance of Birth Certificates at **NO COST** to the County...

Attachments

Link: [County Clerk's Office-Interlocal Agreement-Travis County Tx Dept of State Health Svc](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/01/2007 01:57 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 04:31 PM	APRV
3	Sergio Cruz	Sergio Cruz	03/01/2007 07:26 PM	APRV
4	Auditor's Office	Linda Fong	03/02/2007 10:46 AM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:32 PM	APRV

Form Started By: Letty Saenz

Started On: 02/28/2007 04:59 PM

Final Approval Date: 03/02/2007



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 W. 49th Street • Austin, Texas 78756
1-888-963-7111 • <http://www.dshs.state.tx.us>
TDD: 512-458-7708

Dear Contractor:

Enclosed are two copies of your Department of State Health Services (DSHS) contract. **Please sign and return both copies to this division as soon as possible.** Your contract will be signed by DSHS and returned to your agency. Changes made to any portion of the contract documents are considered a counter-offer and are not valid without DSHS written concurrence.

PLEASE NOTE: *Return both copies of the contract to the Department of State Health Services, 1100 W. 49th St., Austin TX 78756-3199, Attention: Client Services Contracting Unit. Contracts returned to any other addressee may result in contract delays.*

Please reference the DSHS contract's document number in all future correspondence. If you have questions, please contact the Client Services Contracting Unit at cscu.customersupport@dshs.state.tx.us or 512/458-7470.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Burnette".

Bob Burnette, Director
Client Services Contracting Unit

Enclosures

STATE OF TEXAS

COUNTY OF TRAVIS

This CONTRACT and AGREEMENT by and between the Department of State Health Services, Bureau of Vital Statistics, hereinafter referred to as PERFORMING AGENCY, and acting through its Chief, Bureau of Financial Services, and **HIDALGO COUNTY**, hereinafter referred to as RECEIVING AGENCY, is as follows:

I. SCOPE OF WORK:

PERFORMING AGENCY agrees to provide on-line computer services in support of RECEIVING AGENCY from 7:00 a.m. to 6:00 p.m. Monday thru Friday, except holidays. In the event of an emergency or computer application error, PERFORMING AGENCY may temporarily suspend services without advance notice.

RECEIVING AGENCY will search PERFORMING AGENCY databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by PERFORMING AGENCY. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.

RECEIVING AGENCY will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by the PERFORMING AGENCY. PERFORMING AGENCY will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.

RECEIVING AGENCY acknowledges that records may not be located in the searching process instituted by RECEIVING AGENCY or records which are located may have errors due to:

- A) normal key-entry errors in spellings;
- B) accidental failure on the part of the PERFORMING AGENCY to update a file for an amendment or paternity determination; and
- C) the event year does not exist on the system.

RECEIVING AGENCY will notify PERFORMING AGENCY in writing, at least monthly of errors or suspected errors that exist on the data base information.

RECEIVING AGENCY is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

RECEIVING AGENCY is responsible for maintaining a system of vital record keeping that is in accordance with Chapters 191 through 195 of the Health and Safety Code and the regulations adopted thereunder.

II. LEGAL AUTHORITY TO CONTRACT

Chapter 12, Health and Safety Code.

III. TERM

The term of this AGREEMENT is to begin February 01, 2007 and shall remain in effect until August 31, 2008.

IV. COMPENSATION

RECEIVING AGENCY agrees to reimburse PERFORMING AGENCY \$1.83 (One Dollar and 83/100) for each Certification of Vital Record printed as a result of searches of the database.

RECEIVING AGENCY agrees to charge the same base search fee for a birth certificate as the PERFORMING AGENCY. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

A monthly itemized billing showing the number of transactions by date will be submitted to RECEIVING AGENCY by PERFORMING AGENCY and payment will be made no later than thirty (30) days following the billing date. Payment will be considered made on the date postmarked.

V. CONFIDENTIALITY

RECEIVING AGENCY will maintain sufficient safeguards to prevent release or disclosure of any information obtained hereunder to anyone other than RECEIVING AGENCY employee(s) or those who have an official need for the information and are authorized to receive such records. RECEIVING AGENCY further agrees records obtained and issued, as specified under this contract, will be used for purposes as herein set out and the use of these records or data for other purposes must be agreed to in writing by both parties.

VI. SECURITY

RECEIVING AGENCY agrees to implement all reasonable and necessary procedures to ensure that only authorized users will have access and will notify DSHS immediately should it detect a security violation by one of its employees or any other person. RECEIVING AGENCY is responsible for insuring that authorized RECEIVING AGENCY employee(s) use only their own individual passwords while logged into PERFORMING AGENCY'S on-line computer applications.

PERFORMING AGENCY will inactivate any individual who does not use their account for ninety (90) days. RECEIVING AGENCY shall notify PERFORMING AGENCY of all branch locations.

VII. INSPECTIONS

RECEIVING AGENCY shall permit authorized PERFORMING AGENCY personnel, during normal working hours, to conduct site visits and review such records as needed to ascertain compliance with the terms of this contract.

VIII. VOIDED RECORDS

PERFORMING AGENCY will handle credit requests for voided records due to mistakes or errors on a case-by-case basis. Credit requests may be considered in those cases of emergency situations, i.e., equipment and systems failure or inclement weather. RECEIVING AGENCY shall submit these requests in writing along with pertinent documentation to provide a justification to the State Registrar and/or designee for approval. PERFORMING AGENCY will provide written documentation to the RECEIVING AGENCY on the status of the approval of credit requests.

RECEIVING AGENCY must notify PERFORMING AGENCY'S Security Manager in writing to clear voided records from the remote access system's customer lifetime counts.

IX. TERMINATION

This contract may be terminated either by mutual agreement of the parties or by either party upon the giving of sixty (60) days written notice to the other party. RECEIVING AGENCY agrees to pay PERFORMING AGENCY for all services completed prior to the effective date of such termination. PERFORMING AGENCY may immediately suspend this agreement upon reasonable suspicion that terms of this agreement have been violated by the RECEIVING AGENCY or one of its employees. If, after investigation it is concluded that a violation of this agreement has occurred, PERFORMING AGENCY may terminate this agreement without further notice.

X. SEVERABILITY

If any provision of this contract will be construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provision will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions will continue.

XI. FUNDING

This contract is contingent upon the availability of funding. PERFORMING AGENCY may amend or terminate all or any part of this contract if available funds become reduced, depleted, or unavailable during the term of this contract. RECEIVING AGENCY will have no right of action against the State of Texas or the PERFORMING AGENCY in the event that PERFORMING AGENCY is unable to fulfill its obligations under this contract as a result of the suspension, termination, withdrawal, or failure of funding to PERFORMING AGENCY or lack of sufficient funding of PERFORMING AGENCY for any Attachment(s) to this contract. If funds become unavailable, provisions of the Termination Article will apply.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES INDICATED.

RECEIVING AGENCY

PERFORMING AGENCY

HIDALGO COUNTY

**DEPARTMENT OF STATE HEALTH
SERVICES**

By: _____
(Name)

By: _____
Bob Burnette, Director
Client Services Contracting Unit

(Title)

Date: _____

Date: _____

Recommended by: _____
(Name and Title)

VID #: 35375375371000

APPROVED AS TO FORM:

By: _____
(Name and Title)

DSHS DOCUMENT NUMBER: 537537537F*2008R-01

AI-2731

18.B.

Pct 1 - FM 88 Drainage Outfall

CC REGULAR

Date: 03/08/2007

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

1. Discussion, consideration and approval of a Construction and Maintenance Agreement for FM 88 Drainage Outfall Improvements between the State of Texas and the County of Hidalgo.
2. Authority for County Judge to sign the required documents: Construction and Maintenance Agreement for FM 88 Drainage Outfall Improvements (CSJ: 0698-03-080)

BACKGROUND

Revenue & Expenditures

Attachments

Link: [FM 88 Outfall](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz	Sergio Cruz	03/02/2007 04:19 PM	APRV
2	Budget & Management	Dina Trevino	03/02/2007 04:50 PM	APRV
3	Purchasing Department	Marty Salazar	03/03/2007 01:03 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Sergio Cruz

Started On: 02/27/2007 05:41 PM

Final Approval Date:

CONSTRUCTION AND MAINTENANCE AGREEMENT FOR FM 88 DRAINAGE OUTFALL IMPROVEMENTS

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the “State”, and the County of Hidalgo, acting by and through its duly authorized officers, hereinafter called the “Local Government”.

WITNESSETH

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with the local governments; and

WHEREAS, the Texas Transportation Commission passed Minute Order 110266 authorizing the State to undertake and complete a highway improvement generally described as the reconstruction and widening of FM 88 from Mile 12 North Rd. to Mile 16 North Rd., to include drainage outfall improvements; and

WHEREAS, the State is proposing to construct drainage outfall improvements for FM 88 within and across County right of way; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached hereto and made a part hereof as Attachment “A”, for construction and maintenance of drainage outfall improvements associated with Outfall “F” as shown in Attachment “C”, hereinafter called the “Project”;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until terminated as hereinafter provided.

Article 2. Work Responsibilities

The State and Local Government shall perform and execute all responsibilities as described in Attachment "B".

Article 3. Right of Access

If the Local Government is owner of any part of the project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Responsibilities of the Parties

The State and Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 5. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by the State upon the failure of the Local Government to fulfill its obligations set forth herein;
- ◆ by the Local Government upon the failure of the State to fulfill its obligations set forth herein;

The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and Local Government under this agreement. If the potential termination of this agreement is due to the failure of the Local Government to fulfill its contractual obligations as set forth herein, the State will notify the Local Government that possible breach of contract has occurred. The Local Government will make every effort to remedy the breach as outlined by the State within a period mutually agreed upon by both parties. In the event the Local Government does not remedy the breach, the State may terminate this agreement or suspend performance thereunder, and the parties shall conclude their activities relating to the Project.

If the termination is due to the failure of the State to fulfill its contractual obligations, the Local Government will notify the State that possible breach of contract has occurred. The State will make every effort to remedy the breach as outlined by the Local Government within a period mutually agreed upon by both parties. In the event the State does not remedy the breach, the Local Government may terminate this agreement or suspend performance thereunder, and the parties shall conclude their activities relating to the Project.

Article 6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<u>Hidalgo County</u> Juan D. "J.D." Salinas County Judge P.O. Box 1356 Edinburg, Texas 78540	<u>Texas Department of Transportation</u> Mario Jorge, P.E. District Engineer P.O. Box 1717 Pharr, Texas 78577-1717

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Any party may request in writing that such notices be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 7. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

Article 8. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 9. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 10. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 11. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 12. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the entity they each represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
Mario Jorge, Jr., P.E.
Pharr District Engineer

Date _____

THE LOCAL GOVERNMENT

By _____
Honorable Juan D. "J.D." Salinas
Hidalgo County Judge

Date _____

ATTACHMENT “A”
Resolutions or Ordinances

ATTACHMENT “B”

Work Responsibilities

- 1.) The Local Government hereby authorizes the State to construct FM 88 drainage outfall improvements associated with Outfall “F”, within and across the Local Government’s right-of-way, as shown in Attachment “C”.
- 2.) The State will, at no cost to the Local Government, provide the following drainage outfall improvements:
 - (a) Clean and re-grade approximately 5,195 feet of existing ditch (4 separate sections) within existing Local Government right-of-way.
 - (b) Install approximately 2,266 feet of 36” diameter reinforced concrete pipe within a proposed 60 feet Local Government drainage R.O.W. to connect the two existing ditch sections.
 - (c) Replace the existing 18” diameter RCP ditch cross culvert at Mile 12 ½ N. Rd. with a 48” diameter reinforced concrete pipe.
 - (d) Replace the existing ditch cross culvert at Mile 4 West with a 36” diameter reinforced concrete pipe.
 - (e) Clean the existing ditch cross culvert approximately 1900 feet east of Mile 4 West.

This work shall include cutting and restoring pavement where excavation across existing roadways is necessary, as well as providing for adjustments of existing structures to accommodate the proposed improvements.

- 3.) The Local Government will, at no cost to the State, provide and maintain ownership of all necessary right-of-way for the drainage outfall improvements.
- 4.) Upon completion of the State’s improvements, the Local Government will, at no cost to the State, maintain the drainage outfall improvements to the lines, grades and hydraulic capacity provided with the improvements.
- 5.) The Local Government shall not allow the tapping in of other drainage into this drainage Outfall “F” without prior written approval from the State. To be considered, the Local Government shall provide at no cost to the State, a detailed hydraulic analysis of the overall system which clearly shows the proposed additional drainage would not have any adverse affect on the State’s drainage for FM 88 (Reference Project C 698-3-80; CSJ: 0698-03-080).
- 6.) Either party hereto may make necessary emergency repairs, notifying the other party hereto of any action taken as soon thereafter as is practical.

AI-2740

18.C.

**Health & Human Services- Interdepartmental Transfer and Revised Salary Schedule
CC REGULAR**

Date: 03/08/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Health and Human Services- Direct Assistance

1. Discussion, consideration and approval to adjust budgeted salary to position/ slot no. 240-001-0001
2. Approval of interdepartmental transfer
3. Approval of revised salary schedules

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-50-190-002-0-118

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$10,088.48 available balance as of 02-28-07. RC

Attachments

Link: [Inter Dept Transfer](#)

Link: [Revised Salary Schedule](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/28/2007 03:49 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/28/2007 04:21 PM	APRV
3	Dina Trevino	Dina Trevino	03/01/2007 06:45 PM	APRV
4	Purchasing Department	Marty Salazar	03/02/2007 01:19 PM	APRV
5	Auditor's Office			NEW
6	Court Administrator			

Form Started By: Rosie Cantu

Started On: 02/28/2007 10:39 AM

Final Approval Date:

BUDGET INTER-DEPARTMENTAL TRANSFER**DATE:** March 5, 2007**DEPARTMENT HEAD:** VALDE GUERRA**DEPARTMENT NAME:** DEPT OF BUDGET & MGMT**ACCOUNT NUMBER:** 7-1100-4XX-X0-XX0-00X-0-XXX**CONTACT PERSON:** ROSIE CANTU **TELEPHONE NO.** (956) 292-7025**SUBJECT:** Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
7-1100-415-50-190-002-0-	118	HUMAN RESOURCES	AUTO ALLOWANCE	(3,089.66)
7-1100-415-50-190-002-0-	220	HUMAN RESOURCES	FICA	(236.36)
7-1100-415-50-190-002-0-	230	HUMAN RESOURCES	RETIREMENT	(275.60)
7-1100-415-50-190-002-0-	250	HUMAN RESOURCES	UNEMPLOYMENT COMP	(\$15.45)
7-1100-415-50-190-002-0-	260	HUMAN RESOURCES	WORKER'S COMP	(\$17.92)
TO				
7-1100-444-00-240-001-0-	118	DIRECT ASST	AUTO ALLOWANCE	3,089.66
7-1100-444-00-240-001-0-	220	DIRECT ASST	FICA	236.36
7-1100-444-00-240-001-0-	230	DIRECT ASST	RETIREMENT	275.60
7-1100-444-00-240-001-0-	250	DIRECT ASST	UNEMPLOYMENT COMP	15.45
7-1100-444-00-240-001-0-	260	DIRECT ASST	WORKER'S COMP	17.92
TOTAL BUDGET INCREASE (DECREASE)				0.00

**REASON: INTER-DEPARTMENTAL TRANSFER TO FUND AUTO ALLOWANCE IN REFERENCE TO AGENDA
ITEM NO. 6.C. / 2471 APPROVED ON 02-13-07.**

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY 2007 SALARY SCHEDULE

COMMISSIONERS' COURT REPORT
Account Number: 1100-415-50-190-002-0
Department Name: HUMAN RESOURCES

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	H.R. DIRECTOR/CIVIL SERVICE SECRET.	\$71,163.00	\$7,137.00	\$78,300.00	0	\$0.00	\$0.00	\$78,300.00	\$78,300.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$86,300.00
0002	113	ADMINISTRATIVE ASSISTANT	\$30,900.00	\$4,100.00	\$35,000.00	0	\$0.00	\$0.00	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.00
0003	113	HR SPECIALIST	\$25,750.00	\$4,250.00	\$30,000.00	0	\$0.00	\$0.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
								S/B - \$18,408.00	S/B \$50,000.00							
0009	113	CHIEF ADMINISTRATOR	\$66,416.00	\$0.00	\$66,416.00	0.03	\$1,992.00	~~\$0.00~~	~~\$68,408.00~~	\$68,408.00	\$0.00	\$0.00	\$0.00	\$3,600.00	\$0.00	\$72,008.00
0011	113	ADMIN AIDE	\$21,342.00	\$0.00	\$21,342.00	0.0675	\$1,441.00	\$0.00	\$22,783.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,000.00
0012	113	EXECUTIVE ASST	\$19,228.00	\$25,772.00	\$45,000.00	0	\$0.00	\$0.00	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,000.00
0013	113	SPECIAL PROJECTS COORDINATOR	\$35,000.00	\$0.00	\$35,000.00	0.045	\$1,575.00	\$0.00	\$36,575.00	\$36,575.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,575.00
0014	113	HR SPECIALIST	\$0.00	\$25,000.00	\$25,000.00	0	\$0.00	\$0.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00
			\$269,799.00	\$66,259.00	\$336,058.00		\$5,008.00	\$0.00	\$341,066.00	\$336,283.00	\$0.00	\$0.00	\$0.00	\$11,600.00	\$0.00	\$347,883.00

NEW POSITION

0015	113	ADMIN AIDE	\$0.00	\$20,000.00	\$20,000.00	0	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

AI-2821

18.D.

deletion of bookkeeper positon & creation of 2 positions
CC REGULAR

Date: 03/08/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Judge Salinas
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

County Judge's Office:

1. Discussion, consideration and approval to delete one (1) vacant regular full-time position, slot no. 110-006-014 at \$ 24,000.00 and create two (2) regular part-time Administrative Aide positions at \$ 12,000.00 each
2. Approval of revised salary schedule

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Monica Badillo	Started On: 03/05/2007 09:01 AM	
		Final Approval Date: 03/05/2007		

AI-2815

18.E.

Purchasing Dept.- New position
CC REGULAR

Date: 03/08/2007
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Budget and Management

Agenda Item

CAPTION

Purchasing Department:

1. Discussion, consideration, and approval to create a regular full time Inventory Control Specialist and set salary, effective next full pay period (03/19/2007).
2. Approval of revised salary schedule.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/02/2007 05:13 PM	APRV
2	Rosalinda Cantu			NEW
3	Purchasing Department			
4	Auditor's Office			
5	Court Administrator			

Form Started By: Dina Trevino

Started On: 03/02/2007 05:05 PM

Final Approval Date:

AI-2752

18.F.

**Hidalgo County Property and Casualty Claims Fund Reimbursement
CC REGULAR**

Date: 03/08/2007
Submitted By: Rosie Luna, SAFETY/WORKERS' COMP. DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY/WORKERS' COMP. DIVISION
Agenda Area: Budget and Management

Agenda Item

CAPTION

Safety Division:

1. Discussion, consideration and approval to reimburse the Hidalgo County Property & Casualty Claims Fund Bank Account for claims paid by Tristar Risk Management in the amount of \$15,028.19 for the period of 1/1/2007 through 1/31/2007.
2. Approval of wire transfer.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [January Register](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/01/2007 10:43 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	03/01/2007 01:47 PM	APRV
3	Dina Trevino	Dina Trevino	03/01/2007 06:47 PM	APRV
4	Purchasing Department	Marty Salazar	03/02/2007 01:19 PM	APRV
5	Auditor's Office			NEW
6	Court Administrator			

Form Started By: Rosie Luna

Started On: 02/28/2007 02:13 PM

Final Approval Date:

REGISTER FOR THE MONTH OF JANUARY 2007

TRISTAR CL #	OUR CASE #	INCIDENT DATE	CLAIMANT	TYPE OF CLAIM	DATE PAID	AMOUNT PAID	TRISTAR CHECK #	DEPT.
05142299	0509221045	9/22/2005	Atlas & Hall/ Palacios, Leonel	Legal Representation	1/19/2007	\$ 1,511.40	300096	B&G
06160562	0601191213	1/19/2006	Atlas & Hall/ Lopez, Robert	Legal Representation	1/19/2007	\$ 2,190.68	300097	H/Start
06163691	0604291200	4/29/2006	Atlas & Hall/ Torres, Marco A.	Legal Representation	1/29/2007	\$ 1,389.24	300101	Sheriff's
06162669	0606191100	6/19/2006	AT&T	General Liability	1/29/2007	\$ 978.09	300102	Pct. 1
06172811	0609290750	9/29/2006	Enterprise Rent A Car/Cantu, Elda	Auto Loss	1/11/2007	\$ 269.68	300094	H/Start
06172659	0605111030	5/11/2006	AT&T	General Liability	1/2/2007	\$ 335.15	300093	Pct. 2
06174875	0604070218	4/7/2006	Atlas & Hall/ Sanchez, Reynaldo	Legal Representation	1/19/2007	\$ 2,122.14	300098	Pct. 3
06166903	0608231430	8/23/2006	AT&T	General Liability	1/11/2007	\$ 759.98	300095	Pct. 4
05140839	0508090918	8/30/2005	Atlas & Hall/ La Joya ISD	Legal Representation	1/29/2007	\$ 2,429.82	300100	Pct. 3
06175169	0610051142	10/5/2006	Atlas & Hall/ City of Alton	Legal Representation	1/19/2007	\$ 2,902.91	300099	Urban Co.
06171662	0610130950B	10/13/2006	Universal Claims/ Vasquez, Marciel	Auto Loss	1/2/2007	\$ 139.10	300092	Sheriff's

TOTAL: \$ 15,028.19

Reviewed and Approved by:

Roy Quintanilha, Safety Director

2/28/2007

Date

AI-2699

18.G.

**Approval of the 2007 Rural Emergency Services Contracts
CC REGULAR**

Date: 03/08/2007
Submitted By: Yolanda Orozco, FIRE MARSHAL
Submitted For: Victor Fonseca, Jr.
Department: FIRE MARSHAL
Agenda Area: Budget and Management

Agenda Item

CAPTION

Discussion, consideration, and possible action on the 2007 Rural Emergency Services Contract.

BACKGROUND

Discussion and approval of the following Year 2007 Rural Emergency Services Contracts:

- 1.) City of Mercedes (2 Copies)
- 2.) City of Mission (2 Copies)

Revenue & Expenditures

Attachments

Link: [City Of Mercedes](#)

Link: [City Of Mission](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/01/2007 09:32 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	03/02/2007 02:06 PM	APRV
3	Purchasing Department	Marty Salazar	03/03/2007 01:01 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Yolanda Orozco

Started On: 02/26/2007 02:04 PM

Final Approval Date:

State of Texas

County of Hidalgo

RURAL EMERGENCY SERVICES CONTRACT

THIS CONTRACT made on the 6th day of February, 2007, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter called County, and the City of Mercedes, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under authority of Chapter 352, Texas Local Government Code to be effective on the 1st day of January, 2007.

I. TERMS

- A. This Contract shall be for a period commencing on January 1, 2007 and shall terminate on December 31, 2007.
- B. After December 31, 2007, this Contract unless terminated as provided elsewhere shall automatically be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties. If the city has not signed and submitted its new contract, both parties agree that twenty-five (25%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice received until a current contract has been submitted and approved.
- C. Either party has the option to terminate the terms of this Contract by written notification sixty (60) days prior to cancellation.
- D. On December 31, 2007, at 11:59 P.M., this Contract will be terminated.
- E. The Rural Emergency Service Incident Report (Exhibit A) form must be utilized as part of the monthly report submitted to the county Fire Marshal.

II. DEFINITIONS

- A. **EMERGENCY SERVICES** - Services provided by the City/Entity in rural and incorporated areas within Hidalgo County, will be limited to the following:
 - 1. **Fire Fighting:**
 - a. **Structure** - Any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner. That is built or constructed; an edifice or building of any kind.
 - b. **Explosions** - The act or an example of exploding the loud, sharp sound made by such.

- c. **Vehicular** - Something used as an instrument of conveyance: any conveyance used in transporting passengers or merchandise by land, water or air.
 - (i.) **Commercial Motor Vehicle** - A motor vehicle or combination of motor vehicles used to transport passengers or property that: has a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; has a gross vehicle weight rating of 26,001 or more pounds; is designed to transport 16 or more passengers, including the driver; or is transporting hazardous materials and is required to be placarded.
 - (ii.) **Passenger Car** - A motor vehicle other than a motorcycle, used to transport persons and designed to accommodate 8 or fewer passengers including the operator.
 - d. **Rubbish** - Anything discarded as refuse; garbage, worthless material.
 - e. **Natural Vegetation** - Present in or produced by nature. The plants of an area or region; plant life collectively.
 - f. **Electrical** - Pertaining to or operated by electricity, current used or regarded as a source of power.
 - g. **Natural gas/propane and petroleum based incidents** - A gaseous fuel, the state of matter distinguished from the solid and liquid states by very low density and viscosity, relatively great expansion and contraction with changes in pressure and temperature. Propane is a colorless gas, found in natural gas and petroleum widely used as a fuel.
- 2. **Vehicular Accidents** - All emergency extrications from entanglement and/or hazard material containment (i.e. fuel spills, train, and/or airplane.)
 - 3. **Search & Rescue Calls** - All emergency rescues of person(s) in water or all emergency rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse; recovery of drowned victim(s).
 - 4. **Mass Casualty** - All emergency rescuing of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

5. **Assist Law Enforcement Agencies** - (i.e. D.P.S., Sheriff, State, Federal Officers and Hidalgo County Fire Marshal's Office)
6. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas commission on Environmental Quality.
7. **Mutual Aid** - Situations where a City is requested to assist another city to perform Emergency Services pursuant to the provisions of Section VI.
8. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to a potential accident)
9. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed)

B. Response Area:

1. **Rural Areas** - Non-incorporated areas of Hidalgo County, as they exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.
2. **Incorporated Areas** - Areas within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

C. Hidalgo County Fire Marshal - Appointed by county and responsible for the administration of fire investigations, fire safety inspections, fire prevention activities, administration of Rural Fire Contract, and enforcement of County Fire Code.

D. Deputy Fire Marshals - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

E. County Fire Investigators - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

F. Reimbursement Plan - Method by which a city is reimbursed by the County for emergency services rendered in rural areas.

G. Primary City - Primary City/Entity is the City/Entity who is a party to a cooperative Agreement with the County to respond to the areas where the emergency occurred as per Section II, Paragraph A, of this Contract.

- H. **Secondary City** - Secondary City is any City/Entity or group of cities who respond to emergency services of a Primary City to assist the Primary City in performing emergency services in the Rural Response District of the Primary City.
- I. **Rural Response District** - The area designated for City/Entity to respond to under the provision of this Contract as described on Exhibit B attached thereto and Exhibit B may be amended from time-to-time pursuant to Section III, Paragraph B of this Contract.

III. CITY'S RESPONSIBILITIES

- A. City Entity hereby agrees to provide emergency services, if resources are available, in City's Rural Response District of Hidalgo County and other rural response areas within the County as may be required by County Fire Marshal.
- B. City/Entity hereby agrees that their Rural Response District within the County of Hidalgo is the area as shown by the map, attached hereto as Exhibit A. Each City's/Entity's Rural Response District may be amended from time to time during the period of this Contract by annexation or de-annexation of property by respective city(s) or by agreement of the County Fire Marshal, and the Fire Chief(s) responsible for the existing Rural Response District. The Rural Response Districts will be provided to the 911 Emergency Coordinator and the Sheriff's Office. A map of the Rural Response District of all participating Cities/Entities shall be maintained and provided by the County Fire Marshal's Office.
- C. City/Entity agrees to provide the County Fire Marshal with statistics, data, and all records necessary in order to be reimbursed by the County as herein provided. In the absence of a County Fire Marshal, reports shall be provided to the County Judge.
- D. City/Entity will provide its own insurance for equipment and vehicles used in performing the above mentioned services. Emergency vehicles and fire fighting apparatus must be owned and /or managed by the Cities.

IV. COUNTY'S RESPONSIBILITIES

- A. Consideration for City's/Entity's Rural Emergency Services, County will reimburse in the manner provided for herein.
- B. The County shall designate a person and office who shall be known as the County Fire Marshal and County Fire Marshal's Office and who shall have the following responsibilities.

1. Administration
 - a. Fire Safety Inspections
 - b. Plat/Plan Reviews
 - c. Commercial Building Inspections
 - d. Health Care Facility Inspections
 - e. Existing and New Construction Inspections
 - f. Development and Enforcement of County Fire Codes
 - g. Adult and Child Care Facilities
 - h. Burn permits for rural areas of the County
2. Investigations
 - a. Conduct Fire Investigations
 - b. Provide Information and Reports
 - c. Assists Sheriff in issuance of citations for fire code infractions
3. Fire Prevention
 - a. Plans, coordinates, and directs activities
 - b. Conducts Training as needed to fire departments
 - c. Acquires and maintains equipment
 - d. Conducts public education
 - e. Performs safety presentations
4. Rural Emergency Service Contract Administration
5. Administration of Deputy Fire Marshal(s)

V. LIABILITY

- A. City/Entity and County agree pursuant to section 352.004 Texas Local Government Code, that the acts of any person or persons traveling to or from or in an manner as defined in Section III, shall be deemed as the acts of agents or employees of County in all respects, notwithstanding such person or persons may otherwise be employees or fire fighters of the City/Entity.
- B. The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters. Nothing herein shall be construed to prevent either party from becoming self-insured.
- C. For unincorporated areas with the capabilities as defined in Section II which cannot acquire insurance independently, County also agrees to provide Workers' Compensation insurance to cover any such City/Entity firefighter as listed on a

schedule provided to County during the first two weeks of December of each year. This must be kept updated during each calendar year or coverage to apply. Any city/Entity which applies for and receives Workers' Compensation insurance coverage under the county policy agrees to implement the Hidalgo County Accident Prevention Plan. Each City/Entity agrees to provide to County on a monthly basis along with billings any documentation for all safety training as required by the Accident Prevention Plan as implemented, as well as documentation of completion of other State/Federal fire fighting requirements.

- D. If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall renegotiate their respective obligations regarding emergency services in the rural areas of Hidalgo County at the time.

VI. REIMBURSEMENT PLAN

- A. County shall reimburse City/Entity of services provided hereunder in a lump sum, with payments to be made monthly as follows:
1. City/Entity shall keep true and accurate records of all emergency services provided hereunder by City/Entity and shall submit monthly reports therefore to County Fire Marshal by the 15th day of the following month in which the emergency services were provided. If the 15th were to fall on a weekend or a holiday, the monthly reports would be due the next business day. The parties hereto agree that ten percent (10%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice not received by the due date. Reporting is a prerequisite to receiving payments from County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity which is utilizing the County Workers' Compensation policy, as itemized in Section V(c).
 2. County shall communicate and provide a written itemized list of emergency services not reimbursed to City/Entity and an explanation for disapproval to the fire chief of City/Entity.
 3. County Fire Marshal shall accumulate records of all emergency services provided by all cities within Hidalgo County and shall calculate the amount due each City/Entity.
 - a. Any and all disputes of City/Entity reports shall be addressed directly by the Fire Marshal and/or the reporting City/Entity.
 - b. If resolution of disputed emergency services can not be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioners' Court.

4. For all emergency calls serviced by City(s)/Entity(s) within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services corresponding to that year, in accordance with the following payment schedule.
- a. The rate of \$720.00 per call for the following calls shall apply during the term of this Contract.
- i. **Fire Fighting** - Structure, Explosions, Natural gas/Propane and Petroleum base (these are incidents which involve a working fire upon arrival). Natural vegetation, Brush, Grass, Rubbish and/or Trash – (Anything over two acres, a city block 300' x 300').
 - ii. **Vehicle Fire** - Any commercial vehicle or 3 or more passenger vehicles which involve a working fire upon arrival.
 - iii. **Vehicular Accidents** - All emergency extrications from any entrapment and/or entanglement incident.
 - iv. **Rescue Calls** - All emergency rescues of person(s) in the water, all emergency rescue/extrication of person(s) from enclosed areas (i.e. elevators, building collapse).
 - v. **Mass Casualty** - All emergency rescues and/or recovery of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).
 - vi. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Commission on Environmental Quality. (Fuel spill over 35 gals).
 - vii. **Situation where Secondary City/Entity** is required to respond on behalf of Primary City/Entity to perform emergency services pursuant to Section VI (4) above: Secondary City/Entity will be reimbursed as Primary City/Entity at the current rates.
 - viii. **Special Situations** - A situation in which the City/Entity performed in a manner that is not covered above, or for an extended period of time, the Fire Chief must explain in detail the type of incident and reasons for reimbursement.

(County Fire Marshal will decide on rate of reimbursement.)

- b. The rate of \$575.00 per call for the following calls shall apply during the term of this Contract:
 - 1. **Fire Fighting** - Vehicular Fire any passenger vehicle that involves a working fire upon arrival.
- c. The rate of \$345.00 per call for the following calls shall apply during the term of the Contract.
 - i. **Mutual Aid** - In the event of emergency, and the emergency is of such magnitude that the Primary City must declare a multiple alarm and must request assistance from a Secondary City, each Secondary City requested by Primary City to respond shall receive \$345.00 for services provided. The Fire Chief for the Primary City must provide an independent written document to the County Fire Marshal specifically identifying the requested Secondary City(s)/Entity(s) for the multiple alarms along with any other pertinent information related to the circumstances requiring the issuance of its need for a multiple alarm call and assistance. **(On scene-only the Fire Chief or Incident Commander of the Primary City shall request the need for mutual aid. From station - the dispatcher from the Primary City may request the need for mutual aid due to no response from the Primary City/Entity or as a directive from the Fire Chief or Incident Commander who is on scene. Other - an Hidalgo County Fire Marshal may request mutual aid at anytime whether or not on scene.) NO OTHER AGENCIES** may notify fire departments for mutual aid.
 - ii. **Wash Down** - Any petroleum base where there is no fire. (Fuel spill under 35 gals.)
 - iii. **Rescue Call** - Recovery of any drowned victim(s)
 - iv. **Fire Fighting** - Natural Vegetation (anything below two acres of fire)
 - v. **Trash/Rubbish** - Residential dumpster, residential trash pit

- vi. **Natural gas/propane and petroleum based incidents** - To shut off gas and/or stand by for utility company(s) **(Where there is no fire or location)**
 - vii. **Explosion** - Where there is no fire on location
 - viii. **Electrical** - Any Electrical Pole and/or Transformer Explosion. Electrical wire down. **(Where there is no fire at location)**
 - ix. **Assist Law Enforcement Agencies:** D.P.S., Sheriff, State, Federal Officers, and Hidalgo County Fire Marshal. **(Where there is no fire, Non-Emergency call(s))**
 - x. **Hazardous materials incident** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Natural Resource Conservation Commission. **(Under 35 gal.)**
- d. The rate of \$230.00 per call for the following calls shall apply during the term of this Contract:
 - i. **Traffic Control** - Any calls strictly for traffic control duties.
 - e. The rate of \$115.00 per call for the following calls shall apply during the term of this Contract:
 - i. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed.) Includes all fires that are out upon arrival.
 - ii. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to potential accident)

VII. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this Contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County hereunder.

VIII. AUDIT

Any and all requests for reimbursement by City/Entity from County under this Contract shall be subject to audit by the County Auditor. Should County Auditor elect to audit City's/Entity's records pertaining to any request or claim for reimbursement hereunder, City/Entity agrees to furnish County Auditor any and all information requested by county Auditor. Should County Auditor determine any payments received by City/Entity were not properly claimed under the terms of this Contract, City/Entity agrees to remit the amount of payments so found by County Auditor to County within ten (10) days following the date of receipt of City/Entity of County Auditor's written determination of same.

IX. MISCELLANEOUS

1. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
2. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
3. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.
4. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
5. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

City of Mercedes
If to City: Ricardo Garcia, City Manager
P.O. Box 837
Mercedes, Texas 78570

If to County: County of Hidalgo
Attn. County Judge
100 East Cano, 2nd Floor
P. O. Box 1356
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

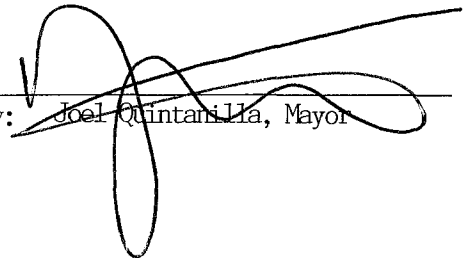
6. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
7. **Successors.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
8. **Assignment.** This Agreement shall not be assignable.
9. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
10. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
11. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and the Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
12. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES in duplicate
originals effective as of the day and year first written above.

CITY OF MERCEDES

February 6, 2007

Date:

By:  Joel Quintanilla, Mayor

ATTEST:


City Secretary Arcelia L. Felix

COUTY OF HIDALGO

Date:

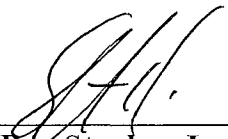
J. D. Salinas, III, County Judge

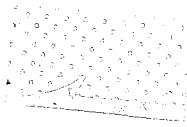
ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.


By: Stephen L. Crain



County of Hidalgo
Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT)

(Exhibit A)

DEPARTMENT: _____	COUNTY INCIDENT: _____
DATE : _____	ALARM TIME : _____ ARRIVAL TIME: _____ DEPART TIME: _____
SITUATION REPORTED: _____ SITUATION FOUND: _____	

MUTUAL AID: _____	GIVEN: _____	RECEIVED: _____	DEPARTMENT: _____
	NON-APPLICABLE		DEPARTMENT: _____
CALLER NAME: _____		REQUESTING PERSON: _____	

CALLER NAME: _____	METHOD OF ALARM: _____ 911
CALLER ADDRESS: _____	OTHER: _____ PHONE: _____
CALLER PHONE: _____	WALK-IN: _____

INCIDENT LOCATION: _____	
OCCUPANT NAME: _____	OWNER NAME: _____
OWNER ADDRESS: _____	
OWNER PHONE #: _____	OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____
TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____	UNITS COMMITTED: _____
# OF PERSONNEL: _____	MILEAGE (ROUND TRIP): _____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS: _____ _____ _____ _____ _____ _____

OFFICER IN CHARGE: _____	MEMBER MAKING REPORT: _____
ESTIMATED \$ LOSS: _____	ATTEST: _____ FIRE CHIEF

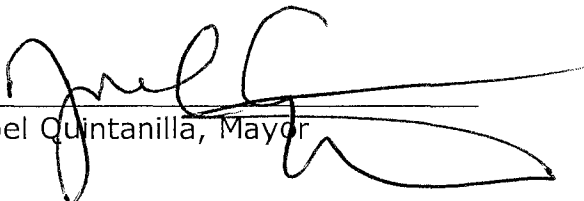
REIMBURSEMENT REQUESTED:	_____ \$115	_____ \$230	_____ \$345	_____ \$575	_____ \$720
HIDALGO COUNTY FIRE MARSHAL AUTHORIZATION:	_____ \$115	_____ \$230	_____ \$345	_____ \$575	_____ \$720

RESOLUTION #2007-12

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS, that the City of Mercedes, Texas enter into a Rural Emergency Service Contract, and

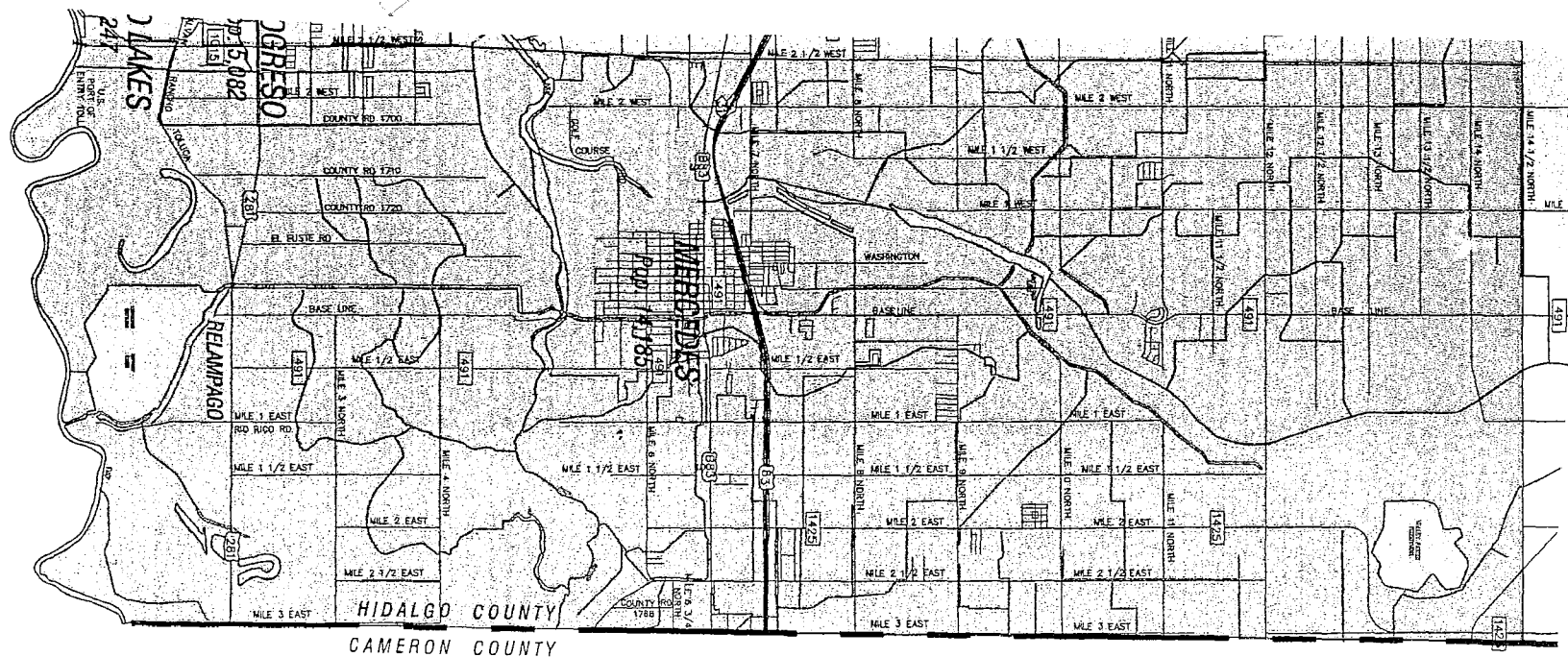
BE IT FURTHER RESOLVED THAT the attached contract is hereby included and made a part hereof for all purposes and intents, and that the Mayor or Mayor Pro-Tem is hereby authorized to execute said contract and to do all other acts necessary to carry said contract into effect.

PASSED, APPROVED AND ADOPTED THIS THE 6TH DAY OF FEBRUARY, 2007.


Joel Quintanilla, Mayor

ATTEST:


Arcelia L. Felix, City Secretary



State of Texas

County of Hidalgo

RURAL EMERGENCY SERVICES CONTRACT

THIS CONTRACT made on the 22nd day of January, 2007, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter called County, and the City of Mission, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under authority of Chapter 352, Texas Local Government Code to be effective on the 22nd day of January, 2007.

I. TERMS

- A. This Contract shall be for a period commencing on January 1, 2007 and shall terminate on December 31, 2007.
- B. After December 31, 2007, this Contract unless terminated as provided elsewhere shall automatically be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties. If the city has not signed and submitted its new contract, both parties agree that twenty-five (25%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice received until a current contract has been submitted and approved.
- C. Either party has the option to terminate the terms of this Contract by written notification sixty (60) days prior to cancellation.
- D. On December 31, 2007, at 11:59 P.M., this Contract will be terminated.
- E. The Rural Emergency Service Incident Report (Exhibit A) form must be utilized as part of the monthly report submitted to the county Fire Marshal.

II. DEFINITIONS

- A. **EMERGENCY SERVICES** - Services provided by the City/Entity in rural and incorporated areas within Hidalgo County, will be limited to the following:
 - 1. **Fire Fighting:**
 - a. **Structure** - Any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner. That is built or constructed; an edifice or building of any kind.
 - b. **Explosions** - The act or an example of exploding the loud, sharp sound made by such.

- c. **Vehicular** - Something used as an instrument of conveyance: any conveyance used in transporting passengers or merchandise by land, water or air.
 - (i.) **Commercial Motor Vehicle** - A motor vehicle or combination of motor vehicles used to transport passengers or property that: has a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; has a gross vehicle weight rating of 26,001 or more pounds; is designed to transport 16 or more passengers, including the driver; or is transporting hazardous materials and is required to be placarded.
 - (ii.) **Passenger Car** - A motor vehicle other than a motorcycle, used to transport persons and designed to accommodate 8 or fewer passengers including the operator.
 - d. **Rubbish** - Anything discarded as refuse; garbage, worthless material.
 - e. **Natural Vegetation** - Present in or produced by nature. The plants of an area or region; plant life collectively.
 - f. **Electrical** - Pertaining to or operated by electricity, current used or regarded as a source of power.
 - g. **Natural gas/propane and petroleum based incidents** - A gaseous fuel, the state of matter distinguished from the solid and liquid states by very low density and viscosity, relatively great expansion and contraction with changes in pressure and temperature. Propane is a colorless gas, found in natural gas and petroleum widely used as a fuel.
2. **Vehicular Accidents** - All emergency extrications from entanglement and/or hazard material containment (i.e. fuel spills, train, and/or airplane.)
 3. **Search & Rescue Calls** - All emergency rescues of person(s) in water or all emergency rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse; recovery of drowned victim(s).
 4. **Mass Casualty** - All emergency rescuing of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

5. **Assist Law Enforcement Agencies** - (i.e. D.P.S., Sheriff, State, Federal Officers and Hidalgo County Fire Marshal's Office)
6. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas commission on Environmental Quality.
7. **Mutual Aid** - Situations where a City is requested to assist another city to perform Emergency Services pursuant to the provisions of Section VI.
8. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to a potential accident)
9. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed)

B. Response Area:

1. **Rural Areas** - Non-incorporated areas of Hidalgo County, as they exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.
2. **Incorporated Areas** - Areas within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

C. Hidalgo County Fire Marshal - Appointed by county and responsible for the administration of fire investigations, fire safety inspections, fire prevention activities, administration of Rural Fire Contract, and enforcement of County Fire Code.

D. Deputy Fire Marshals - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

E. County Fire Investigators - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

F. Reimbursement Plan - Method by which a city is reimbursed by the County for emergency services rendered in rural areas.

G. Primary City - Primary City/Entity is the City/Entity who is a party to a cooperative Agreement with the County to respond to the areas where the emergency occurred as per Section II, Paragraph A, of this Contract.

- H. **Secondary City** - Secondary City is any City/Entity or group of cities who respond to emergency services of a Primary City to assist the Primary City in performing emergency services in the Rural Response District of the Primary City.
- I. **Rural Response District** - The area designated for City/Entity to respond to under the provision of this Contract as described on Exhibit B attached thereto and Exhibit B may be amended from time-to-time pursuant to Section III, Paragraph B of this Contract.

III. CITY'S RESPONSIBILITIES

- A. City Entity hereby agrees to provide emergency services, if resources are available, in City's Rural Response District of Hidalgo County and other rural response areas within the County as may be required by County Fire Marshal.
- B. City/Entity hereby agrees that their Rural Response District within the County of Hidalgo is the area as shown by the map, attached hereto as Exhibit A. Each City's/Entity's Rural Response District may be amended from time to time during the period of this Contract by annexation or de-annexation of property by respective city(s) or by agreement of the County Fire Marshal, and the Fire Chief(s) responsible for the existing Rural Response District. The Rural Response Districts will be provided to the 911 Emergency Coordinator and the Sheriff's Office. A map of the Rural Response District of all participating Cities/Entities shall be maintained and provided by the County Fire Marshal's Office.
- C. City/Entity agrees to provide the County Fire Marshal with statistics, data, and all records necessary in order to be reimbursed by the County as herein provided. In the absence of a County Fire Marshal, reports shall be provided to the County Judge.
- D. City/Entity will provide its own insurance for equipment and vehicles used in performing the above mentioned services. Emergency vehicles and fire fighting apparatus must be owned and /or managed by the Cities.

IV. COUNTY'S RESPONSIBILITIES

- A. Consideration for City's/Entity's Rural Emergency Services, County will reimburse in the manner provided for herein.
- B. The County shall designate a person and office who shall be known as the County Fire Marshal and County Fire Marshal's Office and who shall have the following responsibilities.

1. Administration
 - a. Fire Safety Inspections
 - b. Plat/Plan Reviews
 - c. Commercial Building Inspections
 - d. Health Care Facility Inspections
 - e. Existing and New Construction Inspections
 - f. Development and Enforcement of County Fire Codes
 - g. Adult and Child Care Facilities
 - h. Burn permits for rural areas of the County
2. Investigations
 - a. Conduct Fire Investigations
 - b. Provide Information and Reports
 - c. Assists Sheriff in issuance of citations for fire code infractions
3. Fire Prevention
 - a. Plans, coordinates, and directs activities
 - b. Conducts Training as needed to fire departments
 - c. Acquires and maintains equipment
 - d. Conducts public education
 - e. Performs safety presentations
4. Rural Emergency Service Contract Administration
5. Administration of Deputy Fire Marshal(s)

V. LIABILITY

- A. City/Entity and County agree pursuant to section 352.004 Texas Local Government Code, that the acts of any person or persons traveling to or from or in an manner as defined in Section III, shall be deemed as the acts of agents or employees of County in all respects, notwithstanding such person or persons may otherwise be employees or fire fighters of the City/Entity.
- B. The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters. Nothing herein shall be construed to prevent either party from becoming self-insured.
- C. For unincorporated areas with the capabilities as defined in Section II which cannot acquire insurance independently, County also agrees to provide Workers' Compensation insurance to cover any such City/Entity firefighter as listed on a

schedule provided to County during the first two weeks of December of each year. This must be kept updated during each calendar year or coverage to apply. Any city/Entity which applies for and receives Workers' Compensation insurance coverage under the county policy agrees to implement the Hidalgo County Accident Prevention Plan. Each City/Entity agrees to provide to County on a monthly basis along with billings any documentation for all safety training as required by the Accident Prevention Plan as implemented, as well as documentation of completion of other State/Federal fire fighting requirements.

- D. If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall renegotiate their respective obligations regarding emergency services in the rural areas of Hidalgo County at the time.

VI. REIMBURSEMENT PLAN

- A. County shall reimburse City/Entity of services provided hereunder in a lump sum, with payments to be made monthly as follows:
1. City/Entity shall keep true and accurate records of all emergency services provided hereunder by City/Entity and shall submit monthly reports therefore to County Fire Marshal by the 15th day of the following month in which the emergency services were provided. If the 15th were to fall on a weekend or a holiday, the monthly reports would be due the next business day. The parties hereto agree that ten percent (10%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice not received by the due date. Reporting is a prerequisite to receiving payments from County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity which is utilizing the County Workers' Compensation policy, as itemized in Section V(c).
 2. County shall communicate and provide a written itemized list of emergency services not reimbursed to City/Entity and an explanation for disapproval to the fire chief of City/Entity.
 3. County Fire Marshal shall accumulate records of all emergency services provided by all cities within Hidalgo County and shall calculate the amount due each City/Entity.
 - a. Any and all disputes of City/Entity reports shall be addressed directly by the Fire Marshal and/or the reporting City/Entity.
 - b. If resolution of disputed emergency services can not be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioners' Court.

4. For all emergency calls serviced by City(s)/Entity(s) within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services corresponding to that year, in accordance with the following payment schedule.
- a. The rate of \$720.00 per call for the following calls shall apply during the term of this Contract.
- i. **Fire Fighting** - Structure, Explosions, Natural gas/Propane and Petroleum base (these are incidents which involve a working fire upon arrival). Natural vegetation, Brush, Grass, Rubbish and/or Trash – (Anything over two acres, a city block 300' x 300').
 - ii. **Vehicle Fire** - Any commercial vehicle or 3 or more passenger vehicles which involve a working fire upon arrival.
 - iii. **Vehicular Accidents** - All emergency extrications from any entrapment and/or entanglement incident.
 - iv. **Rescue Calls** - All emergency rescues of person(s) in the water, all emergency rescue/extrication of person(s) from enclosed areas (i.e. elevators, building collapse).
 - v. **Mass Casualty** - All emergency rescues and/or recovery of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).
 - vi. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Commission on Environmental Quality. (Fuel spill over 35 gals).
 - vii. **Situation where Secondary City/Entity** is required to respond on behalf of Primary City/Entity to perform emergency services pursuant to Section VI (4) above: Secondary City/Entity will be reimbursed as Primary City/Entity at the current rates.
 - viii. **Special Situations** - A situation in which the City/Entity performed in a manner that is not covered above, or for an extended period of time, the Fire Chief must explain in detail the type of incident and reasons for reimbursement.

(County Fire Marshal will decide on rate of reimbursement.)

- b. The rate of \$575.00 per call for the following calls shall apply during the term of this Contract:
 - 1. **Fire Fighting** - Vehicular Fire any passenger vehicle that involves a working fire upon arrival.
- c. The rate of \$345.00 per call for the following calls shall apply during the term of the Contract.
 - i. **Mutual Aid** - In the event of emergency, and the emergency is of such magnitude that the Primary City must declare a multiple alarm and must request assistance from a Secondary City, each Secondary City requested by Primary City to respond shall receive \$345.00 for services provided. The Fire Chief for the Primary City must provide an independent written document to the County Fire Marshal specifically identifying the requested Secondary City(s)/Entity(s) for the multiple alarms along with any other pertinent information related to the circumstances requiring the issuance of its need for a multiple alarm call and assistance. **(On scene-only the Fire Chief or Incident Commander of the Primary City shall request the need for mutual aid. From station - the dispatcher from the Primary City may request the need for mutual aid due to no response from the Primary City/Entity or as a directive from the Fire Chief or Incident Commander who is on scene. Other - an Hidalgo County Fire Marshal may request mutual aid at anytime whether or not on scene.) NO OTHER AGENCIES** may notify fire departments for mutual aid.
 - ii. **Wash Down** - Any petroleum base where there is no fire. (Fuel spill under 35 gals.)
 - iii. **Rescue Call** - Recovery of any drowned victim(s)
 - iv. **Fire Fighting** - Natural Vegetation (anything below two acres of fire)
 - v. **Trash/Rubbish** - Residential dumpster, residential trash pit

- vi. **Natural gas/propane and petroleum based incidents** - To shut off gas and/or stand by for utility company(s) **(Where there is no fire or location)**
 - vii. **Explosion** - Where there is no fire on location
 - viii. **Electrical** - Any Electrical Pole and/or Transformer Explosion. Electrical wire down. **(Where there is no fire at location)**
 - ix. **Assist Law Enforcement Agencies:** D.P.S., Sheriff, State, Federal Officers, and Hidalgo County Fire Marshal. **(Where there is no fire, Non-Emergency call(s))**
 - x. **Hazardous materials incident** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Natural Resource Conservation Commission. **(Under 35 gal.)**
- d. The rate of \$230.00 per call for the following calls shall apply during the term of this Contract:
- i. **Traffic Control** - Any calls strictly for traffic control duties.
- e. The rate of \$115.00 per call for the following calls shall apply during the term of this Contract:
- i. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed.) Includes all fires that are out upon arrival.
 - ii. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to potential accident)

VII. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this Contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County hereunder.

VIII. AUDIT

Any and all requests for reimbursement by City/Entity from County under this Contract shall be subject to audit by the County Auditor. Should County Auditor elect to audit City's/Entity's records pertaining to any request or claim for reimbursement hereunder, City/Entity agrees to furnish County Auditor any and all information requested by county Auditor. Should County Auditor determine any payments received by City/Entity were not properly claimed under the terms of this Contract, City/Entity agrees to remit the amount of payments so found by County Auditor to County within ten (10) days following the date of receipt of City/Entity of County Auditor's written determination of same.

IX. MISCELLANEOUS

1. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
2. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
3. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.
4. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
5. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City: Mayor
1201 E. 8th Street
Mission, Texas 78572

If to County: County of Hidalgo
Attn. County Judge
100 East Cano, 2nd Floor
P. O. Box 1356
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

6. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
7. **Successors.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
8. **Assignment.** This Agreement shall not be assignable.
9. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
10. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
11. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and the Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
12. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

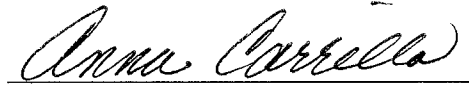
WITNESS THE HANDS OF THE PARTIES in duplicate
originals effective as of the day and year first written above.

CITY OF

January 22, 2007
Date:


By: Norberto Salinas, Mayor

ATTEST:


City Secretary

COUTY OF HIDALGO

Date:

J. D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.


By: Stephen L. Crain

County of Hidalgo
Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT)

(Exhibit A)

DEPARTMENT: _____	COUNTY INCIDENT: _____
DATE : _____	ALARM TIME : _____ ARRIVAL TIME: _____ DEPART TIME: _____
SITUATION REPORTED: _____	SITUATION FOUND: _____

MUTUAL AID: _____	GIVEN: _____	RECEIVED: _____	DEPARTMENT: _____
	NON-APPLICABLE		DEPARTMENT: _____
CALLER NAME: _____		REQUESTING PERSON: _____	

CALLER NAME: _____	METHOD OF ALARM: _____ 911
CALLER ADDRESS: _____	OTHER: _____ PHONE: _____
CALLER PHONE: _____	WALK-IN: _____

INCIDENT LOCATION: _____	
OCCUPANT NAME: _____	OWNER NAME: _____
OWNER ADDRESS: _____	
OWNER PHONE #: _____	OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____
TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____	UNITS COMMITTED: _____
# OF PERSONNEL: _____	MILEAGE (ROUND TRIP): _____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

OFFICER IN CHARGE: _____	MEMBER MAKING REPORT: _____
ESTIMATED \$ LOSS: _____	ATTEST: _____ FIRE CHIEF

REIMBURSEMENT REQUESTED:	_____ \$115	_____ \$230	_____ \$345	_____ \$575	_____ \$720
HIDALGO COUNTY FIRE MARSHAL AUTHORIZATION:	_____ \$115	_____ \$230	_____ \$345	_____ \$575	_____ \$720

AI-2760

18.H.

2006 Budget Appropriation for Health Benefits (2201)
CC REGULAR

Date: 03/08/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: 2006 Health Benefits (2201)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2006 appropriation of funds for the Health Insurance Fund (2201) in the amount of \$9,769.53.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [2006 BA for Health Insurance Fund \(2201\)](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/01/2007 11:02 AM	APRV
2	Sergio Cruz	Sergio Cruz	03/02/2007 09:13 AM	APRV
3	Purchasing Department	Marty Salazar	03/02/2007 01:32 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Dale Kennan

Started On: 02/28/2007 03:27 PM

Final Approval Date:

ATTEST COUNTY CLERK

AI-2822

18.I.

2007-Tax Office (1100)

CC REGULAR

Date: 03/08/2007

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: Tax Office

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 interdepartmental transfer from County Wide Administration to the Tax Office in the amount of \$64,000.00. (1100)

BACKGROUND

Revenue & Expenditures

Attachments

Link: [2007 Interdepartmental Transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1 Budget & Management
2 Purchasing Department
3 Auditor's Office
4 Court Administrator

NEW

Form Started By: Dale Kennan

Started On: 03/05/2007 09:04
AM

Final Approval Date:

DATE: **March 5, 2007**

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for the Tax Office

ACCOUNT NUMBER: 7-1100-415-XX-1XX-00X-0-XXX

SUBJECT: Interdepartmental 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 Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
7-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	-64,000.00
7-1100-415-15-140-001-0-746	TAX OFF-OFFICE FURNITURE	64,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer from Co. Wide Adm. -Contingency into TAX OFF-OFFICE FURNITURE to fund purchase of work-station office furniture.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-2799

18.J.

Information Technology- Creation of position/slot
CC REGULAR

Date: 03/08/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Information Technology Dept
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Information Technology Dept.

1. Approval to create one (1) new full time regular Multi Media Coordinator position and set salary, effective next full pay period (03/19/07).
2. Approval of revised salary schedule

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-200-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding to be provided from lapsed funds and contingency, pending CC approval. RC

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-002-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding to be provided from lapsed funds and contingency, pending CC approval. RC

Attachments

Link: [Fiscal Note](#)

Link: [Revised Salary Schedule](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/02/2007 02:18 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	03/02/2007 02:36 PM	APRV
3	Purchasing Department	Marty Salazar	03/03/2007 01:04 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Rosie Cantu

Started On: 03/02/2007 10:56 AM

Final Approval Date:

Hidalgo County Budget Office

FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court
From: Valde Guerra, Budget Officer
CC Date: Thursday, March 08, 2007

Agenda Item: AI-2799

Summary of request/proposal: IT department is requesting to create one (1) new regular full-time Multi Media Coord. position and set salary, effective next full pay period (03-19-07).

Fund	Position	Slot#	Obj	Current Budgeted Allowance	Allowance Requested	Total Adjustment Requested
1100	MULTI MEDIA COORD.	0020	113	0.00	55,000.00	55,000.00
				0.00	55,000.00	55,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1100-415-00-200-001-0-113	INFORMATION TECH PERM F/T EMPLOYEES	43,409.96
7-1100-415-00-200-001-0-211	INFORMATION TECH HEALTH INSURANCE	3,286.53
7-1100-415-00-200-001-0-212	INFORMATION TECH LIFE INSURANCE	26.05
7-1100-415-00-200-001-0-220	INFORMATION TECH FICA	3,320.86
7-1100-415-00-200-001-0-230	INFORMATION TECH RETIREMENT	3,872.17
7-1100-415-00-200-001-0-250	INFORMATION TECH UNEMPLOYMENT COMP	217.05
7-1100-415-00-200-001-0-260	INFORMATION TECH WORKER'S COMP	251.78
2007 Budgetary Impact		54,384.40

2008 Budgetary Impact: \$ 69,168.50

**Possible Funding Sources: LAPSED SALARIES AND CO WIDE ADM-CONTINGENCY
7-1100-415-00-115-002-0-899-**

Budget Office Recommendation:

HIDALGO COUNTY 2007 SALARY SCHEDULE

COMMISSIONERS' COURT REPORT
Account Number: 1100-415-00-200-001-0
Department Name: INFORMATION TECHNOLOGY

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	TECHNICIAN V	\$53,469.00	\$0.00	\$53,469.00	0.03	\$1,604.00	\$0.00	\$55,073.00	\$55,073.00	\$0.00	\$0.00	\$0.00	\$2,400.00	\$0.00	\$57,473.00
0002	112	CHF INF OFFCR	\$70,298.00	\$7,002.00	\$77,300.00	0	\$0.00	\$0.00	\$77,300.00	\$77,300.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$85,300.00
0004	113	APPLICATION DEVELOPER II	\$47,500.00	\$0.00	\$47,500.00	0.03	\$1,425.00	\$0.00	\$48,925.00	\$48,925.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,925.00
0005	113	TECHNICIAN III	\$30,283.00	\$0.00	\$30,283.00	0.045	\$1,363.00	\$3,000.00	\$34,646.00	\$34,646.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,646.00
0006	113	TECHNICIAN II	\$36,231.00	\$0.00	\$36,231.00	0.045	\$1,630.00	(\$7,861.00)	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0007	113	TECHNICAL ASSISTANT	\$34,579.00	(\$4,579.00)	\$30,000.00	0	\$0.00	\$2,349.00	\$32,349.00	\$32,349.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,349.00
0008	113	TECHNICIAN II	\$29,525.00	\$0.00	\$29,525.00	0.0675	\$1,993.00	\$0.00	\$31,518.00	\$31,518.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,518.00
0009	113	TECHNICIAN III	\$31,001.00	\$0.00	\$31,001.00	0.045	\$1,395.00	\$0.00	\$32,396.00	\$32,396.00	\$0.00	\$0.00	\$0.00	\$3,600.00	\$0.00	\$35,996.00
0010	113	TECHNICIAN IV	\$43,620.00	\$0.00	\$43,620.00	0.03	\$1,309.00	\$0.00	\$44,929.00	\$44,929.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,929.00
0011	113	TELECOMM MGR	\$37,175.00	\$0.00	\$37,175.00	0.045	\$1,673.00	\$3,000.00	\$41,848.00	\$41,848.00	\$0.00	\$0.00	\$0.00	\$3,600.00	\$0.00	\$45,448.00
0012	113	INFO SYSTEM ADMIN	\$65,900.00	\$0.00	\$65,900.00	0.03	\$1,977.00	\$0.00	\$67,877.00	\$67,877.00	\$0.00	\$0.00	\$0.00	\$4,800.00	\$0.00	\$72,677.00
0013	113	ADMINISTRATIVE ASSISTANT I	\$21,115.00	\$0.00	\$21,115.00	0.0675	\$1,425.00	\$3,000.00	\$25,540.00	\$25,540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,540.00
0014	113	TECHNICIAN I	\$25,750.00	\$0.00	\$25,750.00	0.0675	\$1,738.00	(\$6,488.00)	\$21,000.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,000.00
0015	113	TECHNICAL ASSISTANT	\$27,000.00	\$0.00	\$27,000.00	0.0675	\$1,823.00	\$3,000.00	\$31,823.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0016	113	TECHNICIAN I	\$25,750.00	\$0.00	\$25,750.00	0.0675	\$1,738.00	\$0.00	\$27,488.00	\$27,488.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,488.00
0017	113	TECHNICIAN III	\$32,500.00	\$0.00	\$32,500.00	0.045	\$1,462.00	\$0.00	\$33,962.00	\$33,962.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,962.00
0018	113	ADMIN ASST II	\$28,840.00	\$0.00	\$28,840.00	0.0675	\$1,947.00	\$0.00	\$30,787.00	\$30,787.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,787.00
0019	113	APPLICATION DEVELOPER II	\$37,500.00	\$7,825.00	\$45,325.00	0	\$0.00	\$0.00	\$45,325.00	\$45,325.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,325.00
			\$678,036.00	\$10,248.00	\$688,284.00		\$24,502.00	\$0.00	\$712,786.00	\$650,963.00	\$0.00	\$0.00	\$0.00	\$22,400.00	\$0.00	\$673,363.00

NEW POSITION																
0020	113	MULTI MEDIA COORDINATOR	\$0.00	\$55,000.00	\$55,000.00	0	\$0.00	\$0.00	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

AI-2803

18.K.

Creation of position/slot
CC REGULAR

Date: 03/08/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Department of Budget and Management:

1. Approval to create one (1) new full-time regular Public Information Officer position and set salary, effective next full pay period (03/19/07).
2. Approval of revised salary schedule

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-14-115-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding to be provided from lapsed salaries and contingency, pending CC approval. RC

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-002-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding to be provided from lapsed salaries and contingency, pending CC approval. RC

Attachments

Link: [fiscal note](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/02/2007 02:16 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	03/02/2007 02:45 PM	APRV
3	Purchasing Department	Marty Salazar	03/03/2007 01:04 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Rosie Cantu

Started On: 03/02/2007 01:27 PM

Final Approval Date:

Hidalgo County Budget Office

FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court
From: Valde Guerra, Budget Officer
CC Date: Thursday, March 08, 2007

Agenda Item: AI-2803

Summary of request/proposal: Budget office is requesting to create one (1) new full-time regular Public Information Officer position, and set salary, effective next full pay period (03-19-07)

Fund	Position	Slot#	Obj	Current Budgeted Allowance	Allowance Requested	Total Adjustment Requested
1100	Public Information Officer	0018	113	0.00	40,000.00	40,000.00
				0.00	40,000.00	40,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
X-XXXX-XXX-XX-XXX 113	DEPT. OF BUDGET & MGT. PERM F/T EMPLOYEES	31,570.88
X-XXXX-XXX-XX-XXX 211	DEPT. OF BUDGET & MGT. HEALTH INSURANCE	3,286.53
X-XXXX-XXX-XX-XXX 212	DEPT. OF BUDGET & MGT. LIFE INSURANCE	26.05
X-XXXX-XXX-XX-XXX 220	DEPT. OF BUDGET & MGT. FICA	2,415.17
X-XXXX-XXX-XX-XXX 230	DEPT. OF BUDGET & MGT. RETIREMENT	2,816.12
X-XXXX-XXX-XX-XXX 250	DEPT. OF BUDGET & MGT. UNEMPLOYMENT COMP	157.85
X-XXXX-XXX-XX-XXX 260	DEPT. OF BUDGET & MGT. WORKER'S COMP	183.11
2007 Budgetary Impact		40,455.71

2008 Budgetary Impact: \$ 51,453.39

Possible Funding Sources: LAPSED SALARIES AND CO WIDE ADM-CONTINGENCY

Budget Office Recommendation:

AI-2783

18.L.

UPL

CC REGULAR

Date: 03/08/2007

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Indigent Health Care Program (UPL):

1. Discussion, consideration, and approval to transfer the following amounts to the County of Hidalgo Medicaid Supplemental Program Escrow Acct. No. 1 for Indigent Health Care expenditures:
check register 03-06-2007 amount not to exceed \$213,261.89
2. Approval of wire transfer to cover the claims to be paid

BACKGROUND

Revenue & Expenditures

Attachments

Link: [UPL](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/02/2007 02:21 PM	APRV
2	Budget & Management	Dina Trevino	03/02/2007 02:21 PM	APRV
3	Purchasing Department	Marty Salazar	03/03/2007 01:04 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Damaris San Miguel

Started On: 03/01/2007 11:00 AM

Final Approval Date:

HIDALGO COUNTY INDIGENT HEALTH CARE DEPARTMENT (H.C.I.H.D.) WEEKLY VENDOR PAYMENT ATTESTATION

I attest that the payment amounts inputted by my staff into the CAD Computing Software System for the Indigent Health Care Program for the vendor payments to be approved by the Commissioner's Court on 3-06-07 have not been previously paid. The diskette being submitted to the County Auditor's Office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information in the CAD Computing Software System.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office \$ 213,261.89
(per diskette by the H.C.I.H.C.D. generated from the CAD Computing Software System payment information)

Amount to be paid (per the PROVIDER'S INVOICE REPORT \$ 213,261.89
from the CAD Software.) The amount must agree with the total on the diskette (shown above) being provided to the Auditor's Office.

The H.C.I.H.C.D. staff has compared each invoice being processed for payment this week against the: vendor name, vendor number, amount, pay date, and service date, as shown on the CAD software's "PROVIDERS INVOICE REPORT." Each item compared has been CHECKED OFF in red on the PROVIDER'S INVOICE REPORT (edit report) by the reviewer. The reviewer has signed and dated page one of said report. The report is being submitted to the Auditor's Office with the diskette.

For this week's payments, was the duplicate invoice test run on a daily basis? (yes or no)

Yes
Yes

All possible duplicates were investigated and when appropriate were deleted from the CAD Software System before the diskette for the Auditor's Office was generated.

Signed: Lauren Tedillo 2-27-07
Signature of H.C.I.H.C.D. Director

Complete this form on a weekly basis & send to the County Auditor's Office with the disk for payment.

Notes:

Date: 02-27-2007

Providers' Invoices, from 03-06-2007 to 03-06-2007

Page 50

Continued: YAZJI, MONZER H. MD&ASSO

Name: YAZJI, MONZER H. MD&ASSO

I.H.C.Code: 38295

TaxNo: 238295

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00007887	28.78	03-06-07	11-14-06	001609	N	44117044
00007892	7.92	03-06-07	11-15-06	006497	N	44105046
00007890	28.78	03-06-07	11-15-06	007746	N	44117044
00007889	28.78	03-06-07	11-13-06	09386A	N	44117044
00007893	28.78	03-06-07	12-05-06	14583A	N	44117044
00007894	28.78	03-06-07	12-04-06	983446	N	44117044

Total

151.82

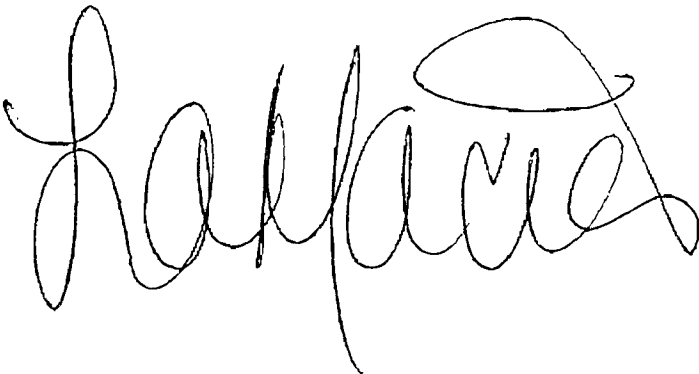
Invoices

6

GndTotal

213,261.89

Number of Invoices: 1797



Hidalgo County Indigent Health Care Program

Date: Tue Feb 27, 2007

Diskette Report Completed for 03-06-2007 to 03-06-2007

Number of Invoices: 1,797

Total Amount to Pay: \$213,261.89

Time Elapsed: 00:00:09

Drive, Path & Filename: C:DiskRept.ven



HUMAN SERVICES

County Of Hidalgo

Ramon Garcia
County Judge

DATE: 2-27-07

PLEASE DELIVER THE FOLLOWING PAGE (S) TO:

FAX NUMBER: 1 Pk 318-2577

TO: Attn: Abel Martinez

COMPANY: Auditors

FROM: Billing Dept - Lourdes Mueias

DEPARTMENT: HUMAN SERVICES

TOTAL NUMBER OF PAGE (S) 4, INCLUDING COVER SHEET.

IF YOU DO NOT RECEIVE ALL OF THE PAGES OR IF THERE IS A PROBLEM, PLEASE CALL US BACK WITHIN FIVE MINUTES.

CONTACT TELEPHONE NUMBER:
(956) 581-7950, 581-7933, 581-7939

FAX NUMBER:
(956) 519-9060, 519-0779

COMMENTS: _____

CONFIDENTIALITY NOTICE:

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AI-2809

18.M.

B.A.1336 - Pct. 1-\$110,000.00

CC REGULAR

Date: 03/08/2007

Submitted By: Dina Trevino, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of appropriation of funds for Pct. 1 - C.O.,2006 (1336) in the amount of \$110,000.00.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Pct. 1-\\$110,000.00](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/02/2007 03:59 PM	APRV
2	Sergio Cruz	Sergio Cruz	03/02/2007 04:18 PM	APRV
3	Purchasing Department	Marty Salazar	03/03/2007 01:06 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Dina Trevino

Started On: 03/02/2007 03:39 PM

Final Approval Date:

DATE: March 5, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: Department of Budget & Management c/o Pct. 1

ACCOUNT NUMBER: Certificate of Obligation 2006 - Pct. 1

SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

Honorable Commissioners' 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 ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
7-1336-431-00-121-041-0-741	C.O., 2006 - Pct. 1-Vehicles	80,000.00
7-1336-432-00-121-044-0-748	C.O., 2006 - Pct. 1-Landfill - other equipt.	30,000.00
TOTAL BUDGET INCREASE (DECREASE)		110,000.00

REASON: To appropriate \$110,000.00 from the unresearved fund balance for the purchase of equipment from the 2006 Certificate of Obligation.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-2808

18.N.

**Precinct 2 Unappropriate Funds
CC REGULAR**

Date: 03/08/2007
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval to unappropriate funds from Precinct #2 Road and Bridge Fund (1202) in the amount of \$424,578.70.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Unappropriate Funds](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/02/2007 05:01 PM	APRV
2	Purchasing Department	Marty Salazar	03/03/2007 01:06 PM	APRV
3	Auditor's Office			NEW
4	Court Administrator			

Form Started By: Sergio Cruz

Started On: 03/02/2007 03:25 PM

Final Approval Date:

AI-2811

18.O.

**Budget Amendment
CC REGULAR**

Date: 03/08/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of appropriation of funds for Pct. 3 - C.O., 2006 (1336) in the amount of \$1,295,000.00 to purchase equipment.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Budget Amendment](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/02/2007 04:43 PM	APRV
2	Sergio Cruz	Sergio Cruz	03/02/2007 04:59 PM	APRV
3	Budget & Management	Dina Trevino	03/02/2007 05:03 PM	APRV
4	Purchasing Department	Marty Salazar	03/03/2007 01:07 PM	APRV
5	Auditor's Office			NEW
6	Court Administrator			

Form Started By: Damaris San Miguel

Started On: 03/02/2007 03:50 PM

Final Approval Date:

DATE: 3/2/2007

DEPARTMENT HEAD: Valde Guerra, Comm. Court Executive Officer

DEPARTMENT NAME: Budget & Management c/o C.O., 2006 Pct. 3

ACCOUNT NUMBER: 7-1336-431-00-123-040-0-xxx

SUBJECT: Budget Amendments

Honorable Commissioners' 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 OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME	AMOUNT
7-1336-431-00-123-040-0	742	C.O., 2006 - Pct. 3 - HEAVY EQUIP	1,295,000.00
TOTAL BUDGET INCREASE REQUEST			\$ 1,295,000.00

REASON:

REQUESTING AUTHORIZATION TO APPROPRIATE \$1,295,000.00 FROM C.O., 2006 (FUND 1336) FOR PURCHASE OF EQUIPMENT FOR PRECINCT 3.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-2813

18.P.

Budget Amendment
CC REGULAR

Date: 03/08/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of appropriation of funds for Pct. 4 - C.O., 2006 (1336) in the amount of \$894,000.00 to purchase equipment.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Budget Amendment](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/02/2007 04:43 PM	APRV
2	Sergio Cruz	Sergio Cruz	03/02/2007 04:59 PM	APRV
3	Budget & Management	Dina Trevino	03/02/2007 05:01 PM	APRV
4	Purchasing Department	Marty Salazar	03/03/2007 01:07 PM	APRV
5	Auditor's Office			NEW
6	Court Administrator			

Form Started By: Damaris San Miguel

Started On: 03/02/2007 04:13 PM

Final Approval Date:

DATE: 3/2/2007

DEPARTMENT HEAD: Valde Guerra, Comm. Court Executive Officer

DEPARTMENT NAME: Budget & Management c/o C.O., 2006 Pct. 4

ACCOUNT NUMBER: 7-1336-431-00-124-029-0-xxx

SUBJECT: Budget Amendments

Honorable Commissioners' 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 OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME	AMOUNT
7-1336-431-00-124-029-0	742	C.O., 2006 - Pct. 4 - HEAVY EQUIP	894,000.00
TOTAL BUDGET INCREASE REQUEST			\$ 894,000.00

REASON:

REQUESTING AUTHORIZATION TO APPROPRIATE \$894,000.00 FROM C.O., 2006 (FUND 1336) FOR PURCHASE OF EQUIPMENT FOR PRECINCT 4.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-2812

18.Q.

B.A.-Pct.2- \$894,000.00

CC REGULAR

Date: 03/08/2007

Submitted By: Dina Trevino, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of appropriation of funds for Pct. 2 - C.O., 2006 (1336) in the amount of \$894,000.00 to purchase equipment.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Pct. 2 - \\$894,000.00](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/02/2007 04:42 PM	APRV
2	Sergio Cruz	Sergio Cruz	03/02/2007 04:59 PM	APRV
3	Purchasing Department	Marty Salazar	03/03/2007 01:07 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Dina Trevino

Started On: 03/02/2007 04:07 PM

Final Approval Date:

DATE: March 5, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: Department of Budget & Management c/o Pct. 2

ACCOUNT NUMBER: Certificate of Obligation 2006 - Pct. 2

SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

Honorable Commissioners' 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 ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
7-1336-431-00-122-030-0-742	C.O., 2006 - Pct. 2 - Heavy Equipt.	894,000.00
TOTAL BUDGET INCREASE (DECREASE)		894,000.00

REASON: To appropriate \$894,000.00 from the unresearved fund balance for the purchase of equipment from the 2006 Certificate of Obligation for Pct. 2.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-2807

18.R.

San Carlos Property
CC REGULAR

Date: 03/08/2007
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Discussion, consideration and action on the removal of 100 ft. of fence and reinstallation of 156 ft. from the northeast corner of 107 and Valverde Road in San Carlos, Texas.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/02/2007 04:56 PM	APRV
2	Purchasing Department	Marty Salazar	03/03/2007 01:06 PM	APRV
3	Auditor's Office			NEW
4	Court Administrator			

Form Started By: Norma Silva

Started On: 03/02/2007 03:16 PM

Final Approval Date:

AI-2801

18.S.

Precinct # 1 Interfund Transfer

CC REGULAR

Date: 03/08/2007

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interfund transfer from Precinct #1 P/U Road (1201) to Elkins Property (1100) in the amount of \$960.17 for payment of pending invoices.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: 7-1201-431-00-121-005-0-679

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From 7-1201-431-00-121-005-0-679 to 7-1100-419-00-121-035-0-719 in the amount of \$960.17. Available balance in 7-1201-431-00-121-005-0-679 is 22066.29 as of 3/2/07.

Attachments

Link: [Interfund Transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dale Kennan	Dale Kennan	03/02/2007 11:51 AM	APRV
2	Budget & Management	Dina Trevino	03/02/2007 02:17 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	03/02/2007 02:48 PM	APRV
4	Purchasing Department	Marty Salazar	03/03/2007 01:04 PM	APRV
5	Auditor's Office			NEW
6	Court Administrator			

Form Started By: Sergio Cruz

Started On: 03/02/2007 11:23 AM

Final Approval Date:

DATE: March 2, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT. OF BUDGET AND MANAGEMENT
FOR PRECINCT #1

ACCOUNT NUMBER: 7-1100-419-00-121-035-0-719

SUBJECT: Inter-fund 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
7-1201-431-00-121-005-0- 679	PCT.1 P/U RD-OTHER R&M SUPPLIES	(960.17)
7-1201-491-01-000-100-0- 891	TRANSFER OUT	960.17
7-1100-391-01-000-201-0- 000	TRANSFER IN	960.17
7-1100-419-00-121-035-0- 719	ELKINS PROPERTY-LAND	960.17
TOTAL BUDGET INCREASE (DECREASE)		960.17

REASON: INTERFUND TRANSFER FOR PAYMENT OF PENDING INVOICES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-2805

18.T.

2007-Health Department-CO 2004 (1334)

CC REGULAR

Date: 03/08/2007

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: Health Dept. (1334)

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Health Department:

Approval of 2007 interdepartmental transfer from C.O. Series 2004 (Health Department-Edinburg) to C.O. Series 2004 (Health Department-Mission) in the amount of \$16,750.00. (1334)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: 7-1334-441-00-340-0XX-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From program 022 to 030 in the amount of \$16,750.00. Available balance in program 022 is \$187,672.10 as of 3/2/07.

Attachments

Link: [2007 Interdepartmental Transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/02/2007 04:56 PM	APRV
2	Sergio Cruz	Sergio Cruz	03/02/2007 04:59 PM	APRV
3	Purchasing Department	Marty Salazar	03/03/2007 01:04 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Dale Kennan

Started On: 03/02/2007 02:30 PM

Final Approval Date:

AI-2804

18.U.

**Certification of WC Claims paid by Tristar Risk Management
CC REGULAR**

Date: 03/08/2007

Submitted By: Flora Vazquez, SAFETY/WORKERS' COMP. DIVISION

Department: SAFETY/WORKERS' COMP. DIVISION

Agenda Area: Budget and Management

Agenda Item

CAPTION

Workers' Compensation Self-Insurance (2202):

1. Approval of reimbursement to the Hidalgo County Workers' Compensation Claims account for claims paid by Tristar Risk Management in the amount of \$ 106,033.87 for the period of 02/01/07-02/15/07.
2. Approval of wire transfer.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Certification of WC Claims](#)

Link: [Invoice & Breakdown by Organizations](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/02/2007 02:15 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	03/02/2007 03:31 PM	APRV
3	Purchasing Department	Marty Salazar	03/03/2007 01:04 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Flora Vazquez

Started On: 03/02/2007 01:40 PM

Final Approval Date:

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: February 01-15, 2007.

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 \$ 106,033.87.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check # 314645 thru 314857) on behalf of injured employees from 02/01/2007 to 02/15/2007:

1).	Hidalgo County	\$ <u>38,948.03</u>
2).	Hidalgo County Headstart Program	\$ <u>67,085.84</u>
3).	Community Service Agency	\$ <u>00.00</u>
4).	Hidalgo County Urban County Program	\$ <u>00.00</u>
5).	Drainage District #1	\$ <u>00.00</u>

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT \$ 106,033.87

Budget Office/Workers' Comp. Division is requesting approval of this payment on the Commissioners' Court Agenda of February 6, 2007.

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: \$ < 270,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Mellon Bank in California. (estimate) \$ 163,966.13

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

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- 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 Mellon Bank in California) no later than the 10th day of the following month.

Commissioner's Court Approval

Date

Tristar Risk Management No.2
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 68-0165539

February 16, 2007

Hidalgo County Workers Compensation Fund
100 E. Cano, 2nd Fl.
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 12892

Loss Replenishment

Re: Workers Compensation

Losses Paid 2/1/07 to 2/15/07 (Check# 314645-314857) 106,033.87

TOTAL CURRENT CHARGES \$106,033.87

Previous Balance Due \$119,339.79

Payments and Credits

02/08/07 Payment received - thank you 78,455.81CR

Total Payments and Credits \$ 78,455.81CR

Total Balance Due \$146,917.85

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6682

2007 FEB 20 PM 7 48
HIDALGO COUNTY
WORKERS' COMP.

Hidalgo County WC Losses Paid 2/1/07 to 2/15/07

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
Alternate Organization 1 Total: 121										67,085.84
Alternate Organization 1 : Hidalgo County										
Alternate Organization 1 Total: 309										38,948.03
Grand Total: 430										106,033.87

NO. 9857 P. 3/15

FEB. 16. 2007 5:02PM TRISTAR

2007 FEB 20 PM 7 48
HIDALGO COUNTY
WORKERS' COMP.

AI-2798

18.V.

1336-Crt.House Parking

CC REGULAR

Date: 03/08/2007

Submitted By: Dina Trevino, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

Approval of appropriation of funds for Certificate of Obligations Series 2006 in the amount of \$8,763,932.00 for the aquisition of property to build the Courthouse Parking lot.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Crt house parking-B/A](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/02/2007 02:11 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	03/02/2007 02:32 PM	APRV
3	Purchasing Department	Marty Salazar	03/03/2007 01:04 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Dina Trevino

Started On: 03/02/2007 10:49 AM

Final Approval Date:

DATE: March 5, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: Department of Budget & Management

ACCOUNT NUMBER: Certificate of Obligation 2006 - Crt. House Parking Lot (Robert Chevrolet property)

SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

Honorable Commissioners' 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 ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
7-1336-419-40-220-028-0-719	Court House Parking Lot (Robert Chev. Property)	8,763,932.00
TOTAL BUDGET INCREASE (DECREASE)		8,763,932.00

REASON: To appropriate \$8,763,932.00 from the unresearved fund balance for the acquisition of property that will be used to build the Courthouse parking lot.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-2794

18.W.

Inter Departmental Transfer - Pct. #1 P/U RD to TXDOT CRC 684 \$1,500.00
CC REGULAR

Date: 03/08/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interfund transfer form Road & Bridge Pct. #1 to TXDOT Projects in the amount of \$1,500.00

BACKGROUND

Revenue & Expenditures

Attachments

Link: Inter Departmental Transfer - Pct. #1 P/U RD to TXDOT CRC 684 \$1,500.00
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/01/2007 06:47 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 06:48 PM	APRV
3	Purchasing Department	Marty Salazar	03/02/2007 01:40 PM	APRV
4	Auditor's Office	Janie Lozano	03/02/2007 02:47 PM	APRV
5	Janie Lozano	Janie Lozano	03/02/2007 04:31 PM	APRV
6	Linda Fong			NEW
7	Court Administrator			

Form Started By: Damaris San Miguel

Started On: 03/01/2007 06:03 PM

Final Approval Date:

DATE: February 28, 2007

DEPARTMENT HEAD: Commissioner Sylvia Handy

DEPARTMENT NAME: Hidalgo County Pct. #1

ACCOUNT NUMBER: 7-1215-431-30-121-032-0- XXX

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-fund 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		
7-1201-431-00-121-005-0 711	PCT. #1 P/U/ RD ROW	(1,500.00)
7-1201-491-01-000-315-0 891	TRANSFER OUT	(1,500.00)
TO		
7-1315-391-01-000-201-0 000	TRANSFER IN	1,500.00
7-1315-431-30-121-032-0 711	TXDOT - CRC 684 ROW	1,500.00
TOTAL BUDGET INCREASE (DECREASE)		1,500.00

REASON: ESTIMATED AMOUNT THAT WILL VE NEEDED FOR ACQUISITION FOR THE TXDOT-CRC 684 BRIDGES ACCOUNT.

DEPARTMENT HEAD SIGNATURE

_____ / / _____

AI-2797

18.X.

Budget Amendment
CC REGULAR

Date: 03/08/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interfund transfer from C.O., 2002(1432) and C.O., 2004 (1434) to Refunding Bonds Series 2007 (1438) in the amount of \$885,475.99.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Budget Amendment](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/02/2007 02:13 PM	APRV
2	Budget & Management	Dina Trevino	03/02/2007 02:18 PM	APRV
3	Sergio Cruz	Sergio Cruz	03/02/2007 02:43 PM	APRV
4	Purchasing Department	Marty Salazar	03/03/2007 01:04 PM	APRV
5	Auditor's Office			NEW
6	Court Administrator			

Form Started By: Damaris San Miguel

Started On: 03/02/2007 09:58 AM

Final Approval Date:

DATE: 3/2/2007

DEPARTMENT HEAD: Valde Guerra, Comm. Court Executive Officer

DEPARTMENT NAME: Budget & Management c/o Various Accounts

ACCOUNT NUMBER: Various

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 11. Subchapter C

Honorable Commissioners' 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		
7-1432-472-00-000-000-0 863	CERT OF OBLIG, 2002 - BOND INTEREST	(696,750.00)
7-1432-491-01-000-438-0 891	TRANSFER OUT - REF BONDS 2007	478,157.03
7-1434-472-00-000-000-0 863	CERT OF OBLIG, 2004 - BOND INTEREST	(585,762.50)
7-1434-491-01-000-438-0 891	TRANSFER OUT - REF BONDS 2007	407,318.96
TO		
7-1438-391-01-000-432-0 000	TRANSFER IN - CER OF OBLIG, 2002	478,157.03
7-1438-391-01-000-434-0 000	TRANSFER IN - CER OF OBLIG, 2004	407,318.96
7-1438-471-00-000-000-0 861	REF BONDS, 2007 - BOND PRINCIPAL	110,000.00
7-1438-472-00-000-000-0 863	REF BONDS, 2007 - BOND INTEREST	774,475.99
7-1438-475-00-000-000-0 865	REF BONDS, 2007 - FISCAL AGENT FEES	1,000.00
TOTAL FUND BALANCE IMPACT - 1432		\$ 218,592.97
TOTAL FUND BALANCE IMPACT - 1434		\$ 178,443.54
TOTAL FUND BALANCE IMPACT - 1438		\$ -

REASON:

TRANSFER \$478,157.03 FROM FUND 1432(2002 CO) AND \$407,318.96 FROM FUND 1434 (2004 CO) INTO FUND 1438 (2007 REF BONDS) TO COVER PRINCIPAL, INTEREST AND FISCAL AGENT FEES FOR 2007.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-2795

18.Y.

Constable Precinct. #4- Interdepartmental Transfer
CC REGULAR

Date: 03/08/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Constable Pct. #4
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Constable Precinct #4
Approval of interdepartmental transfer from County Wide Administration to Constable Precinct #4 in the of \$1,225.58

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
\$25,683.61 available balance as of 03-01-07. RC

ACCT. #: 7-1100-415-00-115-002-0-899
MATCHING FUNDS Y/N?:

Attachments

Link: [Inter- Dept Transfer](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/01/2007 06:48 PM	APRV
2	Purchasing Department	Marty Salazar	03/02/2007 01:40 PM	APRV
3	Auditor's Office	Janie Lozano	03/02/2007 02:47 PM	APRV
4	Janie Lozano	Janie Lozano	03/02/2007 04:31 PM	APRV
5	Linda Fong			NEW
6	Court Administrator			

Form Started By: Rosie Cantu
Started On: 03/01/2007 06:22 PM
Final Approval Date:

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: **March 5, 2007**

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT FOR CONSTABLE PCT. 4

ACCOUNT NUMBER: 7-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: ROSIE CANTU **TELEPHONE NO.** (956) 292-7025

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
7-1100-415-00-115-002-0-	899	CO WIDE ADMIN-	CONTINGENCY	(1,225.58)
TO				
7-1100-421-00-294-001-0-	117	CONSTABLE PCT.4	SUPPLEMENTAL	993.10
7-1100-421-00-294-001-0-	220	CONSTABLE PCT.4	FICA	75.97
7-1100-421-00-294-001-0-	230	CONSTABLE PCT.4	RETIREMENT	88.58
7-1100-421-00-294-001-0-	250	CONSTABLE PCT.4	UNEMPLOYMENT COME	4.97
7-1100-421-00-294-001-0-	260	CONSTABLE PCT.4	WORKER'S COMP	62.96
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

INTER-DEPARTMENTAL TRANSFER TO FUND SUPPLEMENTAL PAY FOR TWO EMPLOYEES WHO RECENTLY ACQUIRED AN INTERMEDIATE AND ADVANCED CERTIFICATION.

DEPARTMENT HEAD SIGNATURE

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-2735

19.D.

Brenda Gutierrez
CC REGULAR

Date: 03/08/2007
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

Claim of Brenda Gutierrez

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/28/2007 10:42 AM	APRV
2	Purchasing Department	Marty Salazar	03/02/2007 01:06 PM	APRV
3	Auditor's Office	Linda Fong	03/02/2007 09:28 AM	NEW
4	Dina Trevino			
5	Court Administrator			

Form Started By: Norma Silva

Started On: 02/28/2007 09:12 AM

Final Approval Date:

AI-2810

19.E.

Jaime Gonzales
CC REGULAR

Date: 03/08/2007
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

Claim of Jaime Gonzalez

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/02/2007 04:45 PM	APRV
2	Purchasing Department	Marty Salazar	03/03/2007 01:12 PM	APRV
3	Auditor's Office			NEW
4	Court Administrator			

Form Started By: Norma Silva

Started On: 03/02/2007 03:41 PM

Final Approval Date:
