

AI-3509

8.A.

Cell Phone Request Form

CC REGULAR

Date: 04/24/2007

Submitted By: Griselda Salazar, IT DEPARTMENT

Submitted For: Renan Ramirez

Department: IT DEPARTMENT

Agenda Area: IT Department

Agenda Item

CAPTION

Pursuant to Hidalgo County Cellular Telephony Policy, presentation for consideration, acceptance and approval of Cellular Phone Request Form for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name: Name of Employee: Basic Rate Plan: Total per Month:
T.A.B.C. Jerry Champion 400 minutes \$42.00

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-421-00-115-028-0-532

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance in Object Code 532 \$1,610.61 as of 4-19-07.

Attachments

Link: [Cell Phone Request Form](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2007 10:26 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/19/2007 08:20 AM	APRV
3	Dina Trevino	Dina Trevino	04/20/2007 08:58 AM	APRV
4	Purchasing Department	Marty Salazar	04/20/2007 12:45 PM	APRV
5	Auditor's Office	Linda Fong	04/21/2007 09:00 AM	APRV
6	Court Administrator			NEW

Form Started By: Griselda Salazar

Started On: 04/18/2007 09:52 AM

Final Approval Date:

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 _____																							
(2) Requesting employee/position: <u>T.A.B.C.</u> Employee ID #: _____ Office: <u>T.A.B.C.</u> Budget Acct. # <u>71100421001150280532</u>																							
(3) Type of duties: ☐ Offsite duties ☐ On-call duties ☒ Law Enforcement ☐ Emergency Response ☐ Other: _____																							
(4) Describe how cell phone will be used: <u>Law Enforcement</u> _____ _____																							
(5) Anticipated usage in minutes per month (check only one): <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <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>\$85.00</td> </tr> </table>								Sprint	☒ 400	☐ 1000	☐ 1400	☐ 2000	☐ 3000	☐ 4000	☐ Data Card	Plan Cost	\$42.00	\$59.00	\$76.00	\$91.00	\$133.00	\$165.00	\$85.00
Sprint	☒ 400	☐ 1000	☐ 1400	☐ 2000	☐ 3000	☐ 4000	☐ Data Card																
Plan Cost	\$42.00	\$59.00	\$76.00	\$91.00	\$133.00	\$165.00	\$85.00																
(6) Will phone be used outside of the County of Hidalgo <u>no</u>. 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																							
					<u>01/12/06</u>																		
↑ Signature ↑		↑ Print Name ↑			↑ Date Signed ↑																		

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

AI-3534

9.A.

Planning Department
CC REGULAR

Date: 04/24/2007

Submitted By: Nora Cavazos, PLANNING DEPT.

Submitted For: Raul Sesin

Department: PLANNING DEPT.

Agenda Area: Planning Department

Agenda Item

CAPTION

1. Preliminary Approval:
 - a. Wingate Estates Subdivision – Pct. 2 (Pedro Zapata Jr.)
 - b. Texas Station Phase 2 Subdivision – Pct. 4 (Oscar Garza)
2. Final Approval:
 - a. Monte Alto Acres Phase IV Subdivision – Pct. 1 (Richard Ruppert)
 - b. Hutton Subdivision – Pct. 3 (Karen Hutton)
 - c. El Monte Commercial Subdivision – Pct. 3 (Richard Ruppert)
3. Final Approval with Financial Guarantee:
 - a. Linn-Tex Subdivision – Pct. 4 (Francisco Cerda)
 - b. Re-subdivision of Portion of Lot 187, Los Venados Phase 2 and Lots 440 & 441, Los Venados Phase 4 – Pct. 4 (Garco, Ltd.)
4. Reimbursement of a Cash Deposit:
 - a. Dollar General Subdivision – Pct. 4 (LaredoDG, Ltd)
5. Discussion and Possible Action of Final Plat Approval for Pueblo De Palmas Phase 6 Subdivision with Right of Way issues on Lilia St. (6 Mile North Rd.)

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Wingate Estates - Preliminary](#)
Link: [Wingate Estates - Plat](#)
Link: [Texas Station 2 - Preliminary](#)
Link: [Texas Station 2 - Plat](#)
Link: [Monte Alto Acres 4 - Final](#)
Link: [Monte Alto Acres 4 - Plat](#)
Link: [Hutton Subd. - Final](#)
Link: [Hutton - Plat](#)
Link: [El Monte Commercial - Final](#)
Link: [El Monte Commercial - Plat](#)
Link: [Linn Tex Subd. - Final](#)
Link: [Linn Tex - Plat](#)
Link: [Resubd. of Los Venados](#)
Link: [Resubd of Los Venados - Plat](#)
Link: [Dollar General - reimburse](#)
Link: [plat](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2007 10:37 PM	APRV
2	Dale Kennan	Dale Kennan	04/19/2007 09:32 AM	APRV

3	Purchasing Department	Marty Salazar	04/19/2007 12:40 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 09:12 AM	APRV
5	Court Administrator			NEW

Form Started By: Nora Cavazos

Started On: 04/18/2007 02:13 PM

Final Approval Date:

AI-3508

10.A.

One Yr. Action Plan

CC REGULAR

Date: 04/24/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Agenda Item

CAPTION

Public Hearing regarding the 2007 Hidalgo County Urban County Program One Year Action Plan.

BACKGROUND

The Annual Action Plan for Year 2007 is based on a budget of \$11,786,629.00. CDBG - \$8,632,714.00, HOME - \$2,781,270.00 and ESG (Emergency Shelter Grant) - \$372,645.00.

A draft copy of the Annual Work Plan was made available for review at the Urban County Program office as well as at each of the Precinct Offices for a thirty-day comment period beginning on March 19, 2007 and ending on April 17, 2007, Comments received will be noted in the final workplan submitted to HUD.

Revenue & Expenditures

Attachments

Link: [Action Plan](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2007 10:25 PM	APRV
2	Purchasing Department	Marty Salazar	04/19/2007 12:28 PM	APRV
3	Auditor's Office	Linda Fong	04/21/2007 09:22 AM	APRV
4	Court Administrator			NEW

Form Started By: Estella Webber

Started On: 04/18/2007 09:41 AM

Final Approval Date:

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. _____.

Date: April 16, 2007 Meeting Date Request: April 24, 2007

Deadline for Action: April 24, 2007 Contact Person: Diana R. Serna

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director 

Caption:

Public Hearing regarding the 2007 Hidalgo County Urban County Program One Year Action Plan.

Background:

The Annual Action Plan for Year 2007 is based on a budget of \$11,786,629.00. CDBG - \$8,632,714.00, HOME - \$2,781,270.00 and ESG (Emergency Shelter Grant) - \$372,645.00.

A draft copy of the Annual Work Plan was made available for review at the Urban County Program office as well as at each of the Precinct Offices for a thirty-day comment period beginning on March 19, 2007 and ending on April 17, 2007, Comments received will be noted in the final workplan submitted to HUD.

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

Urban County Program County of Hidalgo

Notice is hereby given that the County of Hidalgo has completed its One Year Action Plan for 2007, (Program Year 20). **The 2007 allocation totals \$ 11,786,629.00. A Public Hearing on the Consolidated Plan Strategy and One Year Action Plan will take place on Tuesday, April 24, 2007, at 9:30 a.m. at the County Administration Building, 100 E. Cano, Edinburg, Texas, in the County Commissioners' Court Meeting Room.**

Interested parties are encouraged to make their views known on the One Year Action Plan for 2007 (Program Year 20), by attending the Public Hearing. A more detailed listing of activities and explanation of the Annual Work Plan will be made available to any interested party, upon sufficient advanced notification made by the party.

The County, through the Urban County Program and in cooperation with the various cities listed below, will submit its proposed One Year Action Plan for 2007, including the Community Development Block Grant (CDBG) Entitlement Program, HOME Program, and Emergency Shelter Grant (ESG) to the U.S. Department of Housing and Urban Development (HUD), San Antonio Field Office, 106 South St. Mary's Street, Ste. 405, San Antonio, TX 78205-3601, on Wednesday, April 25, 2007. H.U.D. will review the proposal, and is expected to approve the Plan by July 1, 2007. The County has solicited comments during a thirty (30) day comment period from March 19, 2007 to April 17, 2007.

Accommodations for persons with disabilities will be made upon notifications made in advance by calling the Urban County Program at (956) 787-8127.

Las informaciones se haran en espanol para aquellas personas que asi la desean.

Program Goals

The four Program Goals of the County of Hidalgo, Urban County Program Consolidated Plan Strategy (CPS) are:

- To Provide Decent Housing: To provide housing opportunities for low-and moderate *income persons, to retain and upgrade* affordable housing stock, *to* provide homelessness support services, and to ensure that housing opportunities and services are provided without discrimination.
2. To Provide a Suitable Living Environment: To promote a decent, safe, and viable urban environment through the provision of quality of life services, elimination of barriers to the isolation of services and participation in decision-making, to provide adequate infrastructure for community and economic development, and conservation of historically or culturally significant properties and natural resources.
 3. To Expand Economic Opportunities: To expand opportunities for persons of low-and-moderate income to obtain job skills training, to promote job creation, and to provide an environment conducive to job training and new industry.
 4. To Form *and* Strengthen Partnerships: To *form new* partnerships *and to* strengthen existing partnerships between the county, federal and state agencies, local government, and nonprofit organizations.

Specific Goals

One: To provide the necessary public or private infrastructure to support housing; in particular, housing for low-and-moderate income residents.

Two: To encourage the provision of safe and sanitary affordable housing through the promotion of new housing, rental property and/or the rehabilitation of existing housing stock.

Three: To expand economic opportunities for persons of low-and-moderate income through the creation and/or retention of jobs, in cooperation to the greatest extent possible with state and federal empowerment and enterprise zones.

Four: To provide for planning activities that will promote a more viable, safe and affordable environment in areas where low-and-moderate income persons reside and work.

Five: To provide public facilities and assistance for the improvement of "quality of life" conditions for persons who are presumed to be of low-and-moderate income.

Six: To provide public services in the areas of youth and elderly services, health services, drug abuse counseling, homeless services and enforcement of fair housing law.

**Funds Available
2007 URBAN COUNTY PROGRAM**

CDBG Budget:	\$ 8,632,714.00
HOME Budget:	2,781,270.00
ESG Budget:	372,645.00
Total:	\$ 11,786,629.00

AI-3510

10.B.

Sct. 108 Loan - Alton

CC REGULAR

Date: 04/24/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Agenda Item

CAPTION

Discussion regarding status of Section 108 loan for the City of Alton.

BACKGROUND

Urban County Staff has been notified by U.S. Department of Housing and Urban Development (HUD) that Alton's request to utilize Section 108 loan funds for other projects has been denied.

Revenue & Expenditures

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact (discussion only).

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2007 10:26 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/19/2007 08:26 AM	APRV
3	Dina Trevino	Dina Trevino	04/20/2007 08:59 AM	APRV
4	Purchasing Department	Marty Salazar	04/20/2007 12:45 PM	APRV
5	Auditor's Office	Linda Fong	04/21/2007 09:22 AM	APRV
6	Court Administrator			NEW

Form Started By: Estella Webber

Started On: 04/18/2007 09:54 AM

Final Approval Date:

AI-3546

10.C.

**504 Grievance Procedure
CC REGULAR**

Date: 04/24/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Approval of Section 504 Grievance Procedure for all Texas Department of Housing and Community Affairs (TDHCA) and Office of Rural Community Affairs (ORCA) Grants.

BACKGROUND

UCP is requesting approval of Section 504 Grievance Procedures for all TDHCA and ORCA grants. ORCA guidelines require that the contractor locality (County of Hidalgo) should adopt similar or equivalent provisions that provide for a local complaint system to investigate and resolve issues arising from its operation concerning handicapped individuals.

The County of Hidalgo has adopted an internal grievance procedure providing for prompt an equitable resolution of complaints alleging any action prohibited by the U.S. Department of Housing and Urban Development Regulations (24 CFR Subpart A. Sec. 8.4(a) Implementing Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794). Section 504 states, in part that "No otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from the participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Attached please find the Section 504 Grievance Procedures and the similar or equivalent provision that provide for a local complaint system for handicapped individuals.

Revenue & Expenditures

Attachments

Link: [Grievance Procedure](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2007 10:43 PM	APRV
2	Purchasing Department	Marty Salazar	04/19/2007 12:37 PM	APRV
3	Auditor's Office	Linda Fong	04/21/2007 09:27 AM	APRV
4	Court Administrator			NEW

Form Started By: Estella Webber

Started On: 04/18/2007 03:36 PM

Final Approval Date:

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. _____

Date: 04/09/2007
Deadline for Action: 04/17/2007
Department: Urban County Program

Meeting Date Request: 04/17/2007
Contact Person: Ms. Diana R. Serna
Phone: (956) 787-8127 Fax: (956) 787-5291

Ms. Diana R. Serna, Urban County Program Director



Caption:

Approval of Section 504 Grievance Procedure for all Texas Department of Housing and Community Affairs (TDHCA) and Office of Rural Community Affairs (ORCA) Grants.

Background:

UCP is requesting approval of Section 504 Grievance Procedures for all TDHCA and ORCA grants. ORCA guidelines require that the contractor locality (County of Hidalgo) should adopt similar or equivalent provisions that provide for a local complaint system to investigate and resolve issues arising from its operation concerning handicapped individuals.

The County of Hidalgo has adopted an internal grievance procedure providing for prompt an equitable resolution of complaints alleging any action prohibited by the U.S. Department of Housing and Urban Development Regulations (24 CFR Subpart A. Sec. 8.4 (a) Implementing Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794). Section 504 states, in part that "No otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from the participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." Attached please find the Section 504 Grievance Procedures and the similar or equivalent provision that provide for a local complaint system for handicapped individuals.

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 _____

Hidalgo County

Section 504 Grievance Procedure

The County of Hidalgo has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Housing and Urban Development Regulations (24 CFR Subpart A Sec. 8.4(a) Implementing Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794). Section 504 states, in part that "No otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from the participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance..."

Complaints should be addressed to: **Pete De La Cruz, Hidalgo County, Urban County Program Colonia Coordinator at 1916 Tesoro Blvd., Pharr, Texas 78577, Phone number: (956) 787-8127**, who has been designated to coordinate Section 504 compliance efforts.

A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

A complaint should be filed within ten (10) working days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis).

An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by **Pete De La Cruz, Hidalgo County, Urban County Program Colonia Coordinator**. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by **Pete De La Cruz, Hidalgo County, Urban County Program Colonia Coordinator**, and a copy forwarded to the complainant no later than ten (10) working days after its filing.

The Section 504 coordinator shall maintain the files and records of the **County of Hidalgo** relating to the complaint files.

The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within ten (10) working days to the **County of Hidalgo**.

The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the **County of Hidalgo** complies with Section 504 and HUD regulations.

Hidalgo County

Section 504

Complaint and Grievance Procedures

A handicapped citizen who has comment or complaint about the quality of service provided by the Urban County Program for the Texas Department of Housing and Community Affairs (TDHCA) or the Office of Rural Community Affairs (ORCA) funded projects may submit such comment or complaint in writing to the Executive Director of the Urban County Program (UCP).

- a) UCP will transmit a copy of the comment or complaint to the department manager that is the subject of the comment or complaint.
- b) The department manager will complete its investigation of the comment or complaint and submit its findings in writing to the Executive Director within ten (10) business days or notify the Executive Director of the date the investigation can be completed.
- c) The Executive Director or a designee will provide a copy of the complaint file to any person filing the complaint and to each person who is subject to the complaint.
- d) The Executive Director or a designee will notify the person filing the complaint and each person who is the subject of the complaint on the status of the complaint at least quarterly and until disposition of the complaint unless the notice would jeopardize and under cover investigation.
- e) The executive Director will consider the history of complaints regarding entity in determining whether to consider any remedial action.

AI-3547

10.D.

**Amendment - Colonia Grant
CC REGULAR**

Date: 04/24/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Requesting approval of Performance Amendment #2 to the Office of Rural Community Affairs (ORCA) 2006 Colonia Construction Contract Grant # 726155.

BACKGROUND

The Performance Amendment will reflect the total improvements to be completed with the ORCA and Hidalgo County Matching funds for Colonia La Palma located in City of Weslaco ETJ in Pct. # 1.

Attached please find the revised Exhibit A - Performance Statement

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	04/18/2007 10:44 PM	APRV
2	Dale Kennan	Dale Kennan	04/19/2007 08:59 AM	APRV
3	Purchasing Department	Marty Salazar	04/19/2007 12:37 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 09:31 AM	APRV
5	Court Administrator			NEW

Form Started By: Estella Webber

Started On: 04/18/2007 03:42 PM

Final Approval Date:

EXHIBIT A – REVISED

PERFORMANCE STATEMENT CONTRACT NO. 724065 HIDALGO COUNTY

Contractor shall carry out the following activities in the target area identified in its 2006 Colonia Economically Distressed Areas Program application. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Contractor shall ensure that the amount of funds expended for each activity described herein does not exceed the amount specified for such activity in Exhibit B, Budget.

Sewer Facilities

Contractor shall provide first-time public sanitary service to one hundred ninety-two (192) ~~one hundred thirty-three (133)~~ colonia households in conjunction with the City of Weslaco's Texas Water Development Board (TWDB) Economically Distressed Areas Program (EDAP) wastewater upgrade and improvement project (TWDB Project No. 10026). Construction shall take place in La Palma colonia. Construction shall consist of the installation of approximately seven thousand five hundred ninety-seven linear feet (7,597 LF) of between four-inch (4-in) ~~six-inch (6-in)~~ and 12-inch (12-in) diameter PVC sanitary sewer line placed at varying depths, seven thousand two hundred fifty-three linear feet (7,253 LF) of trench protection and shoring, twenty (20) manholes at varying depths, one (1) drop manhole, one hundred twenty-eight linear feet (128 LF) of street boring, relocation of existing private fences and gas meters as necessary, cut and replace approximately one hundred thirty six linear feet (136 LF) of pavement and caliche street and driveway area, and install one hundred ninety-two (192) ~~one hundred thirty-three (133)~~ single service sanitary sewer connections. Construction shall take place in the following location:

<u>Street</u>	<u>From</u>	<u>To</u>
Mile 7 N. (6 th Street)	Irrigation Canal Easement (interconnection with terminating TWDB- -EDAP funded sanitary sewer line)	(West) End of Street
Woodlawn Street	Mile 7 N. (6 th Street)	8 th Street
Hackberry Street	(West) End of Street	(East) End of Street
7 th Street	(West) End of Street	(East) End of Street
Ash Street	(West) End of Street	(East) End of Street
8 th Street	(West) End of Street	(East) End of Street

These activities shall benefit five hundred thirty-two (532) persons, of which five hundred thirty-two (532) or one hundred percent (100%) are of low to moderate income.

Rehabilitation of Private Properties (Sewer Service)

Contractor shall provide first-time public sanitary sewer service to one hundred forty-five (145) ~~one hundred thirty-three (133)~~ colonia households in relation to the sanitary sewer facilities installed under the "Sewer Facilities" identified in this Exhibit A and in conjunction with the City of Weslaco's TWDB-EDAP wastewater upgrade and improvements project (TWDB Project ID No. 10026). Construction shall take place in La Palma colonia. Construction shall consist of the installation of one hundred and forty five (145) ~~one hundred and thirty-three (133)~~ four-inch (4-in) yardlines of varying depth and distance from the service connection to the residential structure including cleanouts and any necessary plumbing upgrades to provide full sewer service. Additionally, the Contractor shall decommission approximately one hundred forty-five (145) ~~one hundred thirty-three (133)~~ low-to-moderate income beneficiary on-site sewer facilities (OSSF) including tankage and filling. Texas CDBG program funds may not be utilized to pay for the cost yardlines or OSSF decommissioning on properties occupied by households that do not qualify as low-to-moderate income households.

These activities shall benefit five hundred thirty-two (532) persons, of which five hundred thirty-two or one hundred percent (100 %) are of low to moderate income.

Engineering

Contractor shall ensure that the amount of the Office funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in Exhibit B. Budget.

Administration

Contractor shall ensure that the amount of the Office funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in Exhibit B, Budget.

Performance & Budget Modification
CC REGULAR

Date: 04/24/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Approval of Performance Statement and Budget Modification # 1 to request from the Texas Department of Housing and Community Affairs (TDHCA) the transfer of funds from the Reconstruction activity to the New Construction line item activity and to increase the amount of new owner-occupied housing costs from \$25,000 to \$29,500 under the New Construction line activity.

BACKGROUND

UCP is requesting approval of the line item transfer due to TDHCA request to move the funds because the New Construction activities should have been under the 15c. line item activity and not under 15b. The Reconstruction activities should have been under New Construction 15b. "Not Feasible for Rehabilitation" and not under 9a. Residential Rehabilitation.

We are also requesting to increase the expenditure limit of \$25,000 per home to \$29,500 under 15. New Construction to allow us to add and build 4 new homes for the low-mod income residents and expend about \$100,000 before our contract expiration date. The beneficiaries for this project will increase by 22 persons.

On activity line item 9a. Residential Rehabilitation, we are requesting to transfer rehabilitation of homes from one colonia to another due to not finding qualified residents. The total of homes and amount of funds will not change. The changes are as follows:

	From:		To:
Colonia Southside	0		1
Colonia Charro	3		5
Colonia Schroeder	2		0
Colonia El Flaco	6		5
Colonia Chula Vista	<u>3</u>		<u>3</u>
Total Homes:	14		14

Revenue & Expenditures

Attachments

Link: [Statement & Budget](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2007 10:45 PM	APRV
2	Dale Kennan	Dale Kennan	04/19/2007 09:08 AM	APRV
3	Purchasing Department	Marty Salazar	04/19/2007 12:37 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 09:34 AM	APRV
5	Court Administrator			NEW

Form Started By: Estella Webber

Started On: 04/18/2007 04:03 PM

Final Approval Date:

Texas Community Development Program Contract Budget Modification Form

MODIFICATION NO. 1

Contractor: Hidalgo County

Contract No. # 723013

Activity	Original Budget	Current Budget	Present (+/-) \$ Change	Revised Budget
1. Lot Acquisition	140,000.00	80,000.00	-0-	80,000.00
7. Public Service - Outreach	7,500.00	5,100.00	- 1,900.00	3,200.00
Homeownership Classes	5,000.00	5,000.00	- 1,301.29	3,698.71
Tool Library	21,787.00	21,787.00	-0-	21,787.00
9a. Residential Rehabilitation	187,659.18	187,659.18	-0-	187,659.18
Residential Reconstruction	120,485.94	240,370.84	- 240,370.84	-0-
13. Admin. Planning & Management	113,983.56	113,983.56	+ 3,201.29	117,184.85
Admin. Urban County Program	50,000.00	50,000.00	-0-	50,000.00
15. 5b. Not feasible for Rehabilitation	495,371.32	484,136.42	- 243,765.58	240,370.84
15c. Other 105 (a)(15) New Const.	-0-	-0-	+484,136.42	484,136.42
16. Unspecified Activities-Surveys	10,000.00	2,750.00	-0-	2,750.00
17. Homeownership Asst. Closing Costs	70,000.00	31,000.00	-0-	31,000.00
Total	1,221,787.00	1,221,787.00	-0-	1,221,787.00

In accordance with Section 16(D) of all TCDP Contracts, the above-mentioned Contractor Locality certifies that this request, as identified in the Budget (Exhibit B), meets all of the following conditions:

- The cumulative dollar amount of all non-amended transfers among direct budget categories is *less than or equal to ten percent (10%)* of the total amount of the contract as specified in Section 4(C) of the contract.
- The transfer will not change the scope or objective of the project(s) funded through the TCDP contract.

The transfer of funds is needed for the following reasons: REASON: Requesting to transfer surplus funds of \$1,900 from Outreach & \$1,301.29 from Homeownership Classes under 7. Public Services to 13. Administration Planning & Management line item. Also requesting to transfer \$240,370.84 from 9a. Residential Rehabilitation to 15. New Construction under 15b. "Not Feasible for Rehabilitation" and \$484,136.42 from 15. New Construction under 15b. to 15c. Other 105 (a) (15). As per TDHCA this activity was listed under the wrong category.

Date: _____

Signed: _____
Authorized Signator

AI-3561

10.F.

**Penitas - Interlocal Agreement
CC REGULAR**

Date: 04/24/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

The City of Peñitas is requesting approval to enter into an Interlocal Agreement with Hidalgo County Precinct 3 for a loan in the amount of \$100,000.00 from year 18 (2005) CDBG funds for Water/Sewer Improvements (re-routing of existing water lines) in the Precinct 3 area.

BACKGROUND

The City of Peñitas agrees it is in its best interest to provide assistance to Hidalgo County Precinct No. 3. Funds will be utilized to re-route existing water lines located at FM 1924 from SH 107 West to 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 Mile South of US 83 and Business 83 from US 83 West near Peñitas to US 83 East at Inspiration Road

Approval is recommended by the Hidalgo County Precinct No. 3 and the City of Peñitas.
Amount of Interlocal Agreement: \$100,000.00 Year 18 (2005) (Funds re-captured by Precinct 3)

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/19/2007 09:01 AM	APRV
2	Dale Kennan	Dale Kennan	04/19/2007 09:21 AM	APRV
3	Purchasing Department	Marty Salazar	04/19/2007 12:40 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 09:35 AM	APRV
5	Court Administrator			NEW

Form Started By: Estella Webber

Started On: 04/18/2007 04:53 PM

Final Approval Date:

AI-3563

10.G.

**Granjeno - Interlocal
CC REGULAR**

Date: 04/24/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

The City of Granjeno is requesting approval to enter into an Interlocal Agreement with Hidalgo County Precinct 3 for a loan in the amount of \$367,000.00 from Year 17 (2004) & 18 (2005) CDBG funds for Water/Sewer Improvements (re-routing of existing water lines) in the Precinct 3 area.

BACKGROUND

The City of Granjeno agrees it is in its best interest to provide assistance to Hidalgo County Precinct 3. Funds will be utilized to re-route existing water lines located at FM 1924 from SH 107 West to 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 Mile South of US 83 and Business 83 from US 83 West near Penitas to US 83 East at Inspiration Road.

Approval is recommended by the Hidalgo County Precinct No. 3 and the City of Granjeno.

Amount of Interlocal Agreement \$198,225.72 Year 17 (2004)
 \$168,774.28 Year 18 (2005)
 \$367,000.00 TOTAL

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/19/2007 04:07 PM	APRV
2	Dale Kennan	Dale Kennan	04/20/2007 10:47 AM	APRV
3	Purchasing Department	Marty Salazar	04/20/2007 12:52 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 09:36 AM	APRV
5	Court Administrator			NEW

Form Started By: Estella Webber

Started On: 04/18/2007 04:55 PM

Final Approval Date:

AI-3564

10.H.

LJWSC / Pct. # 3

CC REGULAR

Date: 04/24/2007**Submitted By:** Estella Webber, URBAN COUNTY**Department:** URBAN COUNTY**Agenda Area:** Urban County

Agenda Item**CAPTION**

Hidalgo County Urban County Program on behalf of Hidalgo County Precinct #3 is requesting authorization to approve an agreement with La Joya Water Supply Corporation in the amount of \$1,478,662.29. Funds will be utilized for the re-routing of waterlines located at FM 1924 at FM 492 East to FM 492 East to FM 492, SH 495 underpass from 0.359 miles North of US 83 to 0.347 Mile South of US 83 and Business 83 from US 83 West near Peñitas to US 83 East at Inspiration Road. Hidalgo County Precinct No. 3 will be utilizing year 17 (2004), 18 (2005), and 19 (2006) funds.

BACKGROUND

La Joya Water Supply Corporation will re-route existing water lines as a sole source provider.

Year 17 (2004)	\$198,225.72
Year 18 (2005)	\$268,774.28
Year 19 (2006)	<u>\$1,011,662.29</u>
Total	\$1,478,662.29

Revenue & Expenditures

AttachmentsLink: [agreement](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/19/2007 04:36 PM	APRV
2	Sergio Cruz	Sergio Cruz	04/20/2007 03:24 PM	APRV
3	Purchasing Department	Marty Salazar	04/21/2007 10:43 AM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 10:49 AM	APRV
5	Court Administrator			NEW

Form Started By: Estella Webber**Started On:** 04/18/2007 04:56 PM**Final Approval Date:**

STATE OF TEXAS
COUNTY OF HIDALGO

{
{
{

AGREEMENT

This Agreement, made and entered into on this 24th day of April, 2007 by and between **Hidalgo County-Urban County Program** and on behalf of Hidalgo County Precinct #3 hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and La Joya Water Supply Corporation a private not-for-profit organization, hereinafter referred to as "**SUB RECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in Exhibit A and permitted by 24 CER §570.201 (1); and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in Exhibit A can be carried out in the **ENTITY's** jurisdiction;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of CDBG funds.

SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work**, of this Agreement for and in consideration of CDBG funding in the amount of \$1,478,662.29 enumerated in **Exhibit B-1: Grant Budget and B-2: Payment Schedule**.

SECTION II Statement of Work (Continued)

SUBRECIPIENT agrees to notify **ENTITY** in writing of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by SUBRECIPIENT before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in Exhibit D: Schedule of Activity, of this Agreement, and shall notify ENTITY, in writing, of any changes, delays or departures from the schedule. If SUBRECIPIENT demonstrates that delays or departure from the schedule is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may amend such Schedules of Activities.

SECTION III Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in *Exhibit C: Records and Reports* and agrees to make those records and reports available to the ENTITY, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of CDBG funds.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that ENTITY shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the ENTITY regarding documenting and processing payment requests as defined in *Exhibit E: Requests for Payments*.

ENTITY agrees that the program income stipulation is not applicable to SUBRECIPIENT.

SUBRECIPIENT and ENTITY agree that all unused CDBG funds will be returned to ENTITY at the end or termination of this agreement for either reallocation or to be reprogrammed by ENTITY.

SECTION VI Religious Activities

The SUBRECIPIENT and ENTITY both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR

§§570.600 - 611 except for those environmental review requirements listed as 24 CFR 070.604.

SECTION VIII **Uniform Administrative Requirements**

SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" and the following attachments to OMB Circular No. A-110 as applicable:

- (1) Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance;
- (2) Attachment B, "Bonding and Insurance";
- (3) Attachment C, "Retention and Custodial Requirements for Records", except that in lieu of the provisions in paragraph 4, the retention period for records pertaining to individual CDBG activities starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR §570.507, in which the specific activity is reported on for the final time;
- (4) Attachment F, "Standards for Financial Management Systems";
- (5) Attachment H, "Monitoring and Reporting Program Performance", paragraph 2;
- (6) Attachment N, "Property Management Standards," except for paragraph 3 concerning the standards for real property and *except* that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds not needed by the **SUBRECIPIENT** for CDBG activities shall be transferred to the **ENTITY** for the use of the CDBG program or shall be retained after compensating the **ENTITY** for the original cost of such property or *the* portion thereof acquired with CDBG Funds; and
- (7) Attachment O, "Procurement Standards".

SECTION IX **Audit Requirements**

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations. **SUBRECIPIENT** agrees to provide to **ENTITY** a copy of its Financial Report.

SECTION X **Suspension and Termination**

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR 05.43, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through E.

This agreement may be terminated for convenience by either party at any time prior to the full term of the Agreement period, provided that written notice is given to the other party thirty (30) days in advance.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County, Urban County Program and La Joya Water Supply Corporation**

SECTION XI

Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior approval of the **ENTITY** and *the ENTITY shall be reimbursed for the asset*, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII

Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** for and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT**'s duty of indemnification under this paragraph.

SECTION XIII

Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the Hidalgo County Urban County Program which includes 24 CFR 85 36, and the Texas County Purchasing Act. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be *reviewed* by **ENTITY** to ensure compliance with the Standards implemented by **ENTITY**.

SECTION XIV

Conflict of Interest

The **SUBRECIPIENT** covenants that no member of its organization or staff member who exercises influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A.

The **SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **ENTITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in **Exhibit A** during their tenure or for a period of one year thereafter.

No **ENTITY** employees, elected officials, consultants and/or agents shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A**.

SECTION XV

Legal Action and Venue

The **SUBRECIPIENT** agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

SECTION XVI

Miscellaneous Provisions

14.01 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.

14.02 No Waiver. No waiver by **ENTITY** 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.

14.03 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 **ENTITY** and **SUBRECIPIENT**, and not otherwise.

14.04 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.*

14.05 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 (iii) by facsimile, at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

Hidalgo County

Attention: Urban County Program
1916 Tesoro Blvd. Pharr, Texas
78577

if to SUBRECIPIENT:

La Jova Water Supply Corporation
P.O. Box A La Java, TX 78560

SECTION XVI Miscellaneous Provisions (Continued)

14.05 (Continued) 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.

14.06 **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.

14.07 **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.

14.08 **Assignment.** This Agreement shall not be assignable by SUBRECIPIENT. ENTITY may assign this Agreement without the consent of SUBRECIPIENT.

14.09 **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.

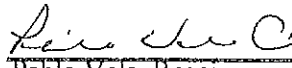
14.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

14.11 **Authority to Execute.** The execution and performance of this Agreement by ENTITY and SUBRECIPIENT have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of ENTITY and SUBRECIPIENT in accordance with its terms.

SECTION XVII Effective Date

The effective date of this contract shall be the 24th day of April, 2007, such date being the date the County Commissioners' Court approved entering into this Agreement with SUBRECIPIENT, and shall terminate on the 31st day of December, 2007.

Approved and signed this 19 day of April, 2007.


Pablo Vela, Receiver

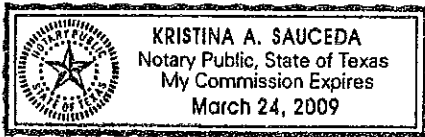
SUBRECIPIENT Firm Name: La Jova Water Supply Corporation
Address: P.O. Box A
City/State/Zip: La Java, TX 78550
Fed. I.D. # or Soc. Sec. #:

STATE OF TEXAS

COUNTY **OF** HIDALGO

Pablo Vela, Jr., personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to me before this 19th day of April, 2007.



Kristina A. Saucedo

NOTARY-SIGNATURE

COUNTY OF HIDALGO

URBAN COUNTY PROGRAM

Witness

Diana R. Serna, UCP Executive Director

Exhibit A
Statement of Work

Describe the type and amount

s of services provided by your agency that will result from the use of grant Funds. (Please explain in detail. If additional space is needed, use additional paper.)

The funding of \$1,478,662.29 will:

Relocate a large portion of the Corporations water lines. The relocations are required by TxDOT as a result of TxDOT's proposed improvements to US 83, which include widening the US 83 right of way to include a large portion of the Corporation's water lines and easements, as well as TxDOT projects to improve FM 1924 and Business Location of existing water lines are as follows:

US 83. US 83 and Abram Road (CSJ 0039-17-142; CSJ-0039-17-144; 0039-17-145;0039-17-147;0039-17-148;0885-01-085)Relocation of approximately 47,100' of water lines located along and outside of the current right of way of US Highway 83 from the Edinburg Main Canal to Business 83 West connector in Peñitas.

FM 1924 (3 Mile Rd.) (CSJ-1802-01-031)
Relocation of approximately 11,200' of water lines from Bentsen Palm Drive to FM 492.

Business US 83 (CSJ 0039-02-043). Relocation of approximately 17,500' of water lines along Business 83 from Inspiration Road west to US Highway83

The following services will be performed in this manner:

The relocation of the water lines will be performed by the LJWSC through its own contractor under service agreement utilizing accepted construction methods.

The following services will be expanded/added as a result of CDBG funds:

Re-location of water lines for improvements to US 83, which include widening the US 83 right of way to include a large portion of the Corporation's water lines and easements, as well as TxDOT projects to improve FM 1924 and Business US 83.

The following type of beneficiaries will be served:

At least 51% of service area covered by the line are persons of low/mod income.

The services will be provided at the following address and/or location(s):

CT 24201 BG 1-4; CT 24202 BG I -4

Exhibit B-1

Grant Budget
City:___/ Pct.:3

TYPE OF EXPENDITURES	BUDGETED AMOUNT
US 83 and Abram Road (CSJ 0039-17-142; 0039-17-144; 0039-17-145; 0039-17-147; 0039-17-148; 0885-01-085) Relocation of approximately 47,100' of water lines located along and outside of the current right of way of US Highway 83 from the Edinburg Main Canal to Business 83 West connector in Peñitas.	
FM 1924 (3 Mile Rd.) (CSJ-1802-01-031) Relocation of approximately 11,200' of water lines from Bentsen Palm Drive to FM 492.	
Business US 83 (CSJ 0039-02-043). Relocation of approximately 17,500' of water lines along Business 83 from Inspiration Road west to US Highway 83.	
SUBTOTAL	
15% CONSTRUCTION CONTINGENCY	\$
	\$
TOTAL GRANT BUDGET:	\$ 1,478,662.29

EXHIBIT B-2
PAYMENT SCHEDULE

City: _____ 1 Pct.:

2007 _ For the Months of..	Estimated Amount of	Type of Budgeted Expenditures
JULY	\$	
AUGUST		
SEPTEMBER	\$	
OCTOBER		
NOVEMBER	\$	
DECEMBER	\$	
JANUARY	\$	
FEBRUARY	\$	
-MARCH	\$	
APRIL	\$1,478,662.29	One lump sum payment prior to construction to LJWSC (a sole source provider).
MAY		
JUNE	\$	
TOTALS:	\$1,478,662.29	

Exhibit C
Records & Reports
City: _____/Pct: 3

- A). When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

Copies of Invoices
Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- B). 1 Performance report must be submitted to the Urban County Program at the completion of the project. The performance report must have the following items:

Period covered by Performance Report
Type of services provided
Type of Equipment/Supplies Purchased
Amount of fund Expended
Number of Beneficiaries Served & Ethnicity Data

4000	White, non Hispanic
600	Black, non Hispanic
	Native American
75	Asian or Pacific Islander
19000	Hispanic
23675	Total

Other significant Information

***BECAUSE OF THE NATURE OF THIS PROJECT, THE URBAN COUNTY PROGRAM WILL ASSUME THE LEAD IN GATHERING THE DATA ABOVE (BENEFICIARY AND ETHNICITY DATA) FOR FILE COMPLIANCE.**

- ~~RELEVANT INFORMATION~~ C). ~~LEAD~~ SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program.

SUBRECIPIENT must maintain files of all original contract agreements, amendments, and correspondence.

- D.) SUBRECIPIENT must maintain proper financial records.

Exhibit D
Schedule of Activity
City: ____ / Pet.: 3

SLBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed SUB.RECWIENT contract time frame of twelve months from contract date.

2007	Number of Beneficiaries	Services
For the Months of...		
JULY	0	Continue project construction
AUGUST	0	Continue project construction
SEPTEMBER	0	Continue project construction
OCTOBER	0	Continue project construction
NOVEMBER	0	Continue project construction
DECEMBER	23675	Completion of re-location of water lines for Precinct 3 area.
JANUARY		
FEBRUARY		
MARCH		
APRIL	0	Commence Project Construction
MAY	0	Continue project construction
JUNE	0	Continue project construction

EXHIBIT E
REQUESTS FOR PAYMENT

City: _____/Pct.: 3

- A) SUBRECIPIENT shall submit one invoice for the entire cost of the project. This invoice can be submitted at the onset of the project. Entity will pay in advance the total cost of the project.
- B) ENTITY will only reimburse for those costs and areas eligible as identified in Exhibits A, B, C, and D.

Davis-Bacon

Evaluation Tool

Contract#:

1. Is a copy of the current wage decision maintained on file? (29 CFR 5.5 (a)(1)(i))	Yes ☐ No ☐ N/A ☐	Verify that there is a current wage decision on file.
2. Does the contractor post the DOL Notice to Employees and the Wage Decision posters at the work site and are they easily accessible for contraction workers to see? (29 CFR 5.5 (a)(1)(i))	Yes ☐ No ☐ N/A ☐	Verify that the posters are posted at the work site at a location where employee(s) can see the posters.
3. Was there any worker classification need that does not appear in the wage decision? If yes, was the proper documentation submitted to DOL and was it approved. (29 CFR 5.5 (a)(1)(ii))	Yes ☐ No ☐ N/A ☐	If a worker classification not list on the wage decision is observed, verify it been approved by DOL. Review approved documentation
4. Is a weekly payroll being submitted for each week in which the contract work is performed using form WH-347 or similar form? (29 CFR 5.5 (a)(3)(ii)(A))	Yes ☐ No ☐ N/A ☐	Ensure there is a weekly payroll being submitted for each week the contract is being performed.
5. Is a Statement of Compliance form WH-348 or similar form accompanying the weekly payroll? (29 CFR 5.5 (a)(3)(ii)(B))	Yes ☐ No ☐ N/A ☐	Verify the Statement of Compliance form is properly filled and signed.
6. Do payrolls and basic records contain the name, address and social security number of each such worker, and his/her correct classification, hourly rate of wages paid (including fringe benefits)? (29 CFR 5.5 (a)(3)(i))	Yes ☐ No ☐ N/A ☐	Review documentation (check stubs, Form WH-347 or similar form etc;) and ensure the proper documentation is maintained in file.
7. Is the UCP-18 form giving contractor authorization to withhold payroll deduction signed and maintain in file. (29 CFR 5.5 (a)(2)	Yes ☐ No ☐ N/A ☐	Verify that authorization was given to contractor by the employee to withhold deduction(s). Ensure they are using UCP-18 form and that the employee signed the form.
8. Was an interview conducted with employee(s) using HUD-11 form to verify if the contractor was paying the correct wage rate, as per the wage decision? 29 CFR 5.5 (a)(3)(ii)(D)	Yes ☐ No ☐ N/A ☐	Verify that interview(s) have been conducted with employee(s) and certify the wage decision rates are compensated to the employee(s). Ensure a HUD-11 form is being used and is maintained in file that verifies interviews are being conducted.

9. Is the UCP-20 form, "Monthly Employment Utilization Report" being submitted? (UCP Policies and Procedures)	Yes ☐ No ☐ N/A ☐	Verify that the UCP-20 form "Monthly Employment Utilization Report" is being submitted monthly and is signed by the responsible staff.
---	---	--

Review Performed by: _____ Date of Review: _____

AI-3523

11.A.

**Elections Administration
CC REGULAR**

Date: 04/24/2007

Submitted By: Teresa Navarro, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Agenda Item

CAPTION

Approval of Election Services Agreement (conduct the election) between the County of Hidalgo and Sullivan City, Texas for their May 12, 2007 Municipal Election.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Link: [Sullivan City Contract 2007](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2007 10:34 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/19/2007 08:01 AM	APRV
3	Dina Trevino	Dina Trevino	04/20/2007 09:40 AM	APRV
4	Purchasing Department	Marty Salazar	04/20/2007 12:48 PM	APRV
5	Auditor's Office	Linda Fong	04/21/2007 09:46 AM	APRV
6	Court Administrator			NEW

Form Started By: Teresa Navarro

Started On: 04/18/2007 01:13 PM

Final Approval Date:

**AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND THE CITY OF SULLIVAN CITY**

THIS AGREEMENT (the "Agreement") is entered into by and between the City of Sullivan City, Texas, acting by and through it's Mayor, Mr. Gumaro Flores (hereinafter referred to as "the City") 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 City is a political subdivision in Hidalgo County that desires the County to conduct and supervise the May 12, 2007 general election of the City (the "Election");

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

NOW, THEREFORE, the County and the City 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 City and arrange for a facility for holding the City.
- (e) Appoint deputy early voting clerks for main and temporary branch early voting polling places established by the City.
- (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 City.
- (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 City for each election precinct.

2. The City 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 City 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 City.
- (c) Reimburse the County for liability insurance coverage for election workers employed for the Elections the City shall reimburse the County upon invoicing for

the liability insurance coverage rate.

(d) Tabulating of the Election results for canvassing by the City's Alderman.

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 city 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 City 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 City no later than ten (10) days after the Elections.
7. The City 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 City to the County thirty (30) days after the Elections. (The City agrees to provide the County with copies of all bills that the City 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.

SULLIVAN CITY, TEXAS

By: _____
Gumaro Flores, Mayor

ATTEST:

HIDALGO COUNTY, TEXAS

City 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-3571

12.A.

Amigos del Valle, Inc.
CC REGULAR

Date: 04/24/2007
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Agenda Item**CAPTION**

Request approval to issue payment to Amigos Del Valle, Inc. for membership dues for FY 2002-2007

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Amigos Del Valle](#)

Link: [DA opinion](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/19/2007 04:47 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	04/20/2007 08:43 AM	APRV
3	Purchasing Department	Marty Salazar	04/20/2007 12:52 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 10:01 AM	APRV
5	Court Administrator			NEW

Form Started By: Roxanne De La Garza

Started On: 04/19/2007 01:48 PM

Final Approval Date:

1116 N. Conway Ave., Mission, Texas 78572
(956) 581-9494

1116 N. Conway Ave., Mission, Texas 78572
(956) 581-9494

STATEMENT

To: Honorable Judge J.D. Salinas
County Of Hidalgo

Date: April 10, 2007

Description	Amount
Membership Dues:	
For Fiscal Year October 1, 2002 to September 30, 2003	\$3,500.00
For Fiscal Year October 1, 2003 to September 30, 2004	\$3,500.00
For Fiscal Year October 1, 2004 to September 30, 2005	\$3,500.00
For Fiscal Year October 1, 2005 to September 30, 2006	\$3,500.00
For Fiscal Year October 1, 2006 to September 30, 2007	\$3,500.00
Total Due:	\$17,500.00

RENE GUERRA

April 17, 2007

VIA HAND DELIVERY
Hon. J. D. Salinas, III
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540



RE: Amigos Del Valle, Inc.

Dear Judge Salinas, and County Commissioners:

You have asked this office to review the statement from Amigos Del Valle, Inc., indicating that Hidalgo County is in arrears \$17,500.00, for unpaid membership dues from October 1, 2002 – September 30, 2007; along with Letter Opinion No. 96-035 from the Office of the Attorney General, pursuant to which Steve Crain had advised the Commissioners Court not to pay the dues; and related documents.

After review of the foregoing, it is my opinion that AG Letter Opinion No. 96-035 does not apply to the relationship between Hidalgo County and Amigos Del Valle, Inc., and that neither that opinion nor Local Government Code § 81.026¹ prohibit the county from paying the dues, for the following reasons:

- Although Letter Opinion No. 96-035 concludes that
(a)rticle III, section 52 of the Texas Constitution prohibits a county commissioners court from making outright gifts or donations of any sort pursuant to [Local Government Code] section 381.001(f), including a donation of county tax funds to a nonprofit organization whose purpose is to assist industrial development

the Footnotes to that opinion specifically states,

Political subdivisions may transfer public funds to private corporations under certain circumstances without running afoul of this constitutional prohibition. As one court has noted in a case involving the transfer of county funds to a private nonprofit corporation, article III, section 52 does not prohibit all such transfers but rather requires that they serve a public purpose and that "to insure that the political subdivision receives its consideration, viz., accomplishment of the public purpose, the political subdivision must retain some degree of control over the performance of the contract." *Key v. Commissioners Court*, 727 S.W.2d 667, 669 (Tex. App. – Texarkana, no writ)

¹ Although § 91.026 is cited in your letter, it is apparent from the attached documents, and from the content of the two sections, that the reference was intended to be to § 81.026, Local Government Code.

- Dues paid for membership are not either an "outright gift" or a "donation", but rather is consideration given in return for the benefit of membership in an organization.
- More recently, the Supreme Court of Texas has written, in *Tex. Mun. League v. Tex. Workers' Comp. Comm'n*, 74 S.W.3d 377, 383-384 (Tex. 2002):

We have held that section 52(a)'s prohibiting the Legislature from authorizing a political subdivision "to grant public money" means that the Legislature cannot require *gratuitous* payments to individuals, associations, or corporations (*citations omitted*). A political subdivision's paying public money is not "gratuitous" if the political subdivision receives return consideration. *Key v. Commissioners Ct. of Marion County*, 727 S.W.2d 667, 668 (Tex. App.-Texarkana 1987, no writ).

Moreover, we have determined that section 52(a) does not prohibit payments to individuals, corporations, or associations so long as the statute requiring such payments: (1) serves a legitimate public purpose; and (2) affords a clear public benefit received in return. See *Edgewood IV*, 917 S.W.2d at 740; (*additional citations omitted*.) A three-part test determines if a statute accomplishes a public purpose consistent with section 52(a). Specifically, the Legislature must: (1) ensure that the statute's predominant purpose is to accomplish a public purpose, not to benefit private parties; (2) retain public control over the funds to ensure that the public purpose is accomplished and to protect the public's investment; and (3) ensure that the political subdivision receives a return benefit. (*Citations omitted*.)

- Amigos del Valle, Inc, is not simply a "nonprofit organization whose purpose is to assist industrial development", but a nonprofit organization whose purposes, *inter alia*, are stated in its by-laws to include
 1. Implementing and administering a regional system of coordinated and comprehensive services and programs designed to insure and improve the overall well-being of the elderly population and other client groups;
 2. Gaining community-wide support for a regional system of coordinated and comprehensive services and programs'
 3. Assisting in undertaking studies, collecting data and developing plans for the region for programs pertaining to nutrition housing, transportation, information and referral, recreation, preventive services, income, education, training and employment, and other social and supportive services;
 4. Providing elderly persons and handicapped persons with housing facilities, housing rehabilitation services, and other services especially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living,

consistent with the provisions of maintenance and operation thereof on a non-profit basis;

5. Assisting, encouraging and coordinating any social services, both in the public and private sectors, to implement those plans and programs which impact the social and economic [well-being] of the citizens in the region.
- All of the foregoing stated objectives clearly accomplish a public purpose for the benefit of the citizens of Hidalgo County.
 - Because Hidalgo County maintains a seat on the Board of Amigos Del Valle, which is filled by appointment of the Hidalgo County Commissioners Court, and is customarily filled by a sitting County Commissioner, the county clearly maintains "a degree of control" over the organization, and the expenditure of its funds.

For the reasons outlined above, it is the opinion of this office that there is no prohibition against Hidalgo County paying dues to Amigos Del Valle. Since the county has maintained a seat on the board from 2002 to the present, while not paying dues, it is clear that the arrearages of dues for those years should be paid from the county's general funds, as authorized by law.

Respectfully,



Rene Guerra,

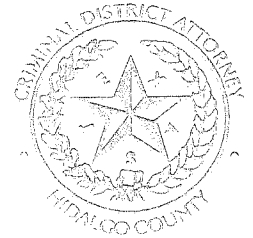
Hidalgo County Criminal District Attorney

RECEIVED

APR 18 2007

RENE GUERRA

COUNTY JUDGE



April 17, 2007

VIA HAND DELIVERY
Hon. J. D. Salinas, III
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

RE: Amigos Del Valle, Inc.

Dear Judge Salinas, and County Commissioners:

You have asked this office to review the statement from Amigos Del Valle, Inc., indicating that Hidalgo County is in arrears \$17,500.00, for unpaid membership dues from October 1, 2002 – September 30, 2007; along with Letter Opinion No. 96-035 from the Office of the Attorney General, pursuant to which Steve Crain had advised the Commissioners Court not to pay the dues; and related documents.

After review of the foregoing, it is my opinion that AG Letter Opinion No. 96-035 does not apply to the relationship between Hidalgo County and Amigos Del Valle, Inc., and that neither that opinion nor Local Government Code § 81.026¹ prohibit the county from paying the dues, for the following reasons:

- Although Letter Opinion No. 96-035 concludes that
(a)rticle III, section 52 of the Texas Constitution prohibits a county commissioners court from making outright gifts or donations of any sort pursuant to [Local Government Code] section 381.001(f), including a donation of county tax funds to a nonprofit organization whose purpose is to assist industrial development

the Footnotes to that opinion specifically states,

Political subdivisions may transfer public funds to private corporations under certain circumstances without running afoul of this constitutional prohibition. As one court has noted in a case involving the transfer of county funds to a private nonprofit corporation, article III, section 52 does not prohibit all such transfers but rather requires that they serve a public purpose and that “to insure that the political subdivision receives its consideration, viz., accomplishment of the public purpose, the political subdivision must retain some degree of control over the performance of the contract.” *Key v. Commissioners Court*, 727 S.W.2d 667, 669 (Tex. App. – Texarkana, no writ)

¹ Although § 91.026 is cited in your letter, it is apparent from the attached documents, and from the content of the two sections, that the reference was intended to be to § 81.026, Local Government Code.

- Dues paid for membership are not either an “outright gift” or a “donation”, but rather is consideration given in return for the benefit of membership in an organization.
- More recently, the Supreme Court of Texas has written, in *Tex. Mun. League v. Tex. Workers' Comp. Comm'n*, 74 S.W.3d 377, 383-384 (Tex. 2002):

We have held that section 52(a)'s prohibiting the Legislature from authorizing a political subdivision "to grant public money" means that the Legislature cannot require *gratuitous* payments to individuals, associations, or corporations (*citations omitted*). A political subdivision's paying public money is not "gratuitous" if the political subdivision receives return consideration. *Key v. Commissioners Ct. of Marion County*, 727 S.W.2d 667, 668 (Tex. App.-Texarkana 1987, no writ).

Moreover, we have determined that section 52(a) does not prohibit payments to individuals, corporations, or associations so long as the statute requiring such payments: (1) serves a legitimate public purpose; and (2) affords a clear public benefit received in return. See *Edgewood IV*, 917 S.W.2d at 740; (*additional citations omitted*.) A three-part test determines if a statute accomplishes a public purpose consistent with section 52(a). Specifically, the Legislature must: (1) ensure that the statute's predominant purpose is to accomplish a public purpose, not to benefit private parties; (2) retain public control over the funds to ensure that the public purpose is accomplished and to protect the public's investment; and (3) ensure that the political subdivision receives a return benefit. (*Citations omitted*.)

- Amigos del Valle, Inc, is not simply a “nonprofit organization whose purpose is to assist industrial development”, but a nonprofit organization whose purposes, *inter alia*, are stated in its by-laws to include
 1. Implementing and administering a regional system of coordinated and comprehensive services and programs designed to insure and improve the overall well-being of the elderly population and other client groups;
 2. Gaining community-wide support for a regional system of coordinated and comprehensive services and programs'
 3. Assisting in undertaking studies, collecting data and developing plans for the region for programs pertaining to nutrition housing, transportation, information and referral, recreation, preventive services, income, education, training and employment, and other social and supportive services;
 4. Providing elderly persons and handicapped persons with housing facilities, housing rehabilitation services, and other services especially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living,

consistent with the provisions of maintenance and operation thereof on a non-profit basis;

5. Assisting, encouraging and coordinating any social services, both in the public and private sectors, to implement those plans and programs which impact the social and economic [well-being] of the citizens in the region.
- All of the foregoing stated objectives clearly accomplish a public purpose for the benefit of the citizens of Hidalgo County.
 - Because Hidalgo County maintains a seat on the Board of Amigos Del Valle, which is filled by appointment of the Hidalgo County Commissioners Court, and is customarily filled by a sitting County Commissioner, the county clearly maintains "a degree of control" over the organization, and the expenditure of its funds.

For the reasons outlined above, it is the opinion of this office that there is no prohibition against Hidalgo County paying dues to Amigos Del Valle. Since the county has maintained a seat on the board from 2002 to the present, while not paying dues, it is clear that the arrearages of dues for those years should be paid from the county's general funds, as authorized by law.

Respectfully,

A handwritten signature in cursive script, appearing to read "Rene Guerra".

Rene Guerra,

Hidalgo County Criminal District Attorney

AI-3499

12.B.

Emergency Management Plan Annex S
CC REGULAR

Date: 04/24/2007
Submitted By: Belinda Alvarez, COUNTY JUDGE
Submitted For: A. A. Tony Pena, Jr.
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Agenda Item

CAPTION

Discussion, consideration and possible action on the approval of the Emergency Management Plan Annex S-Transportation.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Annex S](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2007 07:58 AM	APRV
2	Dale Kennan	Dale Kennan	04/18/2007 10:31 AM	APRV
3	Purchasing Department	Marty Salazar	04/19/2007 12:03 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 10:02 AM	APRV
5	Court Administrator			NEW

Form Started By: Belinda Alvarez

Started On: 04/17/2007 02:48 PM

Final Approval Date:

ANNEX S

TRANSPORTATION

Hidalgo County

Jurisdiction

APPROVAL & IMPLEMENTATION

Annex S

Transportation

Signature

Date

Signature

Date

NOTE: The signature(s) will be based upon local administrative practices. Typically, the individual having primary responsibility for this emergency function signs the annex in the first block and the second signature block is used by the Emergency Management Coordinator, Mayor, or County Judge. Alternatively, each department head assigned tasks within the annex may sign the annex.

RECORD OF CHANGES

Annex S

Transportation

Change #	Date of Change	Entered By	Date Entered

ANNEX S

TRANSPORTATION

I. AUTHORITY

See Basic Plan, Section I.

II. PURPOSE

This annex outlines our concept of operations and organizational arrangements for transportation of people, supplies, and materials during emergency situations, assigns responsibilities for various transportation tasks, and outlines related administrative requirements.

III. EXPLANATION OF TERMS

EOC	Emergency Operations Center
DDC	Disaster District Committee
ICP	Incident Command Post
MHE	Materials Handling Equipment
SOP	Standard Operating Procedures

IV. SITUATION & ASSUMPTIONS

A. Situation

1. In an emergency situation, the transportation of people, equipment, and supplies may have to be facilitated or restricted from areas at risk and in support of response and recovery activities. We have the ultimate responsibility for arranging for or providing the transportation needed to support emergency operations.
2. During emergency situations, rapid evacuation from areas at risk may be necessary for school children, hospital patients, nursing home residents, the elderly, those with disabilities, and prisoners.
3. Specialized transportation may be needed to transport some special needs groups, such as medical patients and prisoners.
4. Our transportation equipment and that of private transportation companies may sustain damage during emergency situations and trained equipment operators may become disaster victims, limiting the means available to transport people and relief equipment and supplies.
5. Transportation infrastructure, such as roads, bridges, and railroads, may sustain damage during emergency situations, making it difficult to use some of the transportation assets that are available.

6. Major emergency situations may disrupt normal transportation systems, leaving many people, such as school children, the elderly, infirm, and those with disabilities, without transportation.
7. Some cargo may require materials handling equipment (MHE) at the on-load point and the delivery point. The availability of such equipment must be considered in transportation planning.
8. In coordinating the use of transportation resources, qualified drivers must be included in the arrangements.
9. Special facilities, such as schools, hospitals, nursing homes, day care facilities, and correctional facilities, are responsible for the welfare and safety of all persons. Virtually all such facilities are required to have an emergency plan that includes provision for emergency evacuation. The facility operator is responsible for making arrangements for suitable transportation.

B. Assumptions

1. If people must be evacuated or relocated, the primary mode of transportation for most residents will be personal vehicles. However, transportation must be provided for people who do not have vehicles.
2. During emergency situations, we will use our own transportation resources and those available pursuant to inter-local (mutual aid) agreements to the extent that they are available.
3. If commercial transportation providers that we normally deal with are able to support our emergency needs, we will continue to contract with those companies during emergency situations.
4. As school buses are the primary local passenger transportation resource, we assume that local school districts will respond to requests for transportation assistance from local government during emergency situations.
5. If we are unable to obtain transportation services from commercial providers, we may rent or lease transportation equipment to provide the required transportation.
6. Businesses or individuals may be willing to donate transportation services or loan transportation equipment during emergency situations.
7. [Municipal or rural transit system buses will be diverted from their normal routes and schedules as needed to support emergency operations.]
8. Transportation may be requested from the Disaster District Committee DDC in [Area 8a] when the assets within the jurisdiction are not sufficient.

V. CONCEPT OF OPERATIONS

A. General

1. **Transportation Requirement.** When carrying out emergency transportation activities, immediate needs must be considered first, followed by continuing requirements. Immediate transportation needs normally involve the evacuation of people, including residents of special facilities, from risk areas. Continuing transportation needs typically involve the movement of relief supplies, equipment, and emergency workers during response and recovery operations.
2. **Passenger Transportation.** Where possible, emergency passenger transportation requirements will be satisfied with the following resources:
 - a. Voluntary use of personal vehicles
 - b. [County]-owned vehicles
 - c. School buses
 - d. Leased or rented buses
 - e. Passenger vehicles provided by other local jurisdictions pursuant to inter-local agreements
 - f. Donated transportation equipment or services
 - g. Municipal or rural transit system buses
 - h. State-owned or contracted vehicles
3. **Cargo Transportation.** Where possible, emergency cargo transportation requirements will be satisfied with the following resources:
 - a. [County]-owned vehicles
 - b. Commercial freight carriers
 - c. Leased or contract equipment
 - d. Cargo vehicles provided by other jurisdictions pursuant to inter-local agreements
 - e. Donated transportation equipment or services
4. **Special Facilities.**
 - a. **Schools & Day Care Centers**

If evacuation of public schools is required, students will normally be transported on school buses. Private schools and day care centers, including adult day care facilities, typically do not have significant transportation resources and may require other local or state government transportation assistance during emergencies.
 - b. **Hospitals, Nursing Homes, & Correctional Facilities**

Transportation of many medical patients and prisoners requires specialized transportation and appropriate medical or security support. The facility operator is responsible for making arrangements for suitable transportation and coordinating use of appropriate host facilities. In the case of short-notice or no-notice emergency situations, facilities may be unable to make the required arrangements for

transportation and local or state government may need to assist. Some nursing home patients may be able to use normal transportation vehicles.

5. Individuals with Special Needs. Individuals who are aged, ill, or have disabilities may need special transportation assistance, including boarding assistance and help with their belongings. They may be unable to walk to transportation pickup points for the general public.
6. Requesting Transportation Support.
 - a. Requests for transportation support may be generated by an Incident Commander or by departments and agencies that require additional transportation support to carry out the emergency responsibilities assigned in this plan. Requests for transportation support should be made to the Transportation Officer using the Cargo Transportation Request in Appendix 1 or the Passenger Transportation Request in Appendix 2. Requesters must assign a priority to their requests.
 - b. The Transportation Officer shall identify appropriate transportation resources to fill such requests, coordinating as necessary with the requester and transportation providers.
7. External Support. In accordance with this plan, emergency support and assistance will be provided as quickly as is feasible. Consistent with priority of need, attempts to provide assistance is outlined in Section IX, paragraph E.

B. Activities by Phases of Emergency Management

1. Prevention
 - a. Identify and maintain a current list of local public and private transportation resources. See Annex M, Resource Management, for a list of transportation resources.
 - b. Identify possible transportation needs that could result from various disasters.
 - c. Develop procedures for preserving transportation resources from known hazards by relocating them or protecting them in place.
2. Preparedness
 - a. Determine possible emergency transportation needs and related requirements for moving people, supplies, and equipment. Assess capabilities in relation to requirements to identify resource shortfalls; identify additional resources required.
 - b. Negotiate agreements with other jurisdictions, public agencies and private industry for use of their transportation assets, and, where appropriate, drivers during emergency situations.
 - c. Participate with other departments and agencies in the determination of evacuation routes for known hazards and, where appropriate, pickup points or routes for those who may require public transportation.

- d. Review special facility evacuation plans to ensure they include realistic transportation arrangements.
- e. Plan and execute exercises involving the public and private sector. These exercises should include the utilization of various types of transportation and heavy duty equipment.

3. Response

- a. Activate emergency transportation function to receive and process requests for cargo and passenger transportation.
- b. Respond to transportation requests within limits of available resources.
- c. Monitor transportation resource status and identify requirements for additional resources to the EMC, EOC Supervisor, other.
- d. Maintain records on use of transportation resources (See Appendix 3).

4. Recovery

- a. Continue to coordinate transportation of equipment, supplies and passengers as needed.
- b. Assess further transportation needs of citizens and provide transportation as needed.
- c. Return borrowed resources and those obtained through agreement, lease, or rental when those resources are no longer required.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES
--

A. General

- 1. Our normal emergency organization, described in Section VI.A of the Basic Plan and depicted in Attachment 3 to the Basic Plan, shall carry out the function of providing transportation services in emergency situations.
- 2. The [County Judge/Mayor] shall provide policy guidance with respect to emergency transportation operations.
- 3. The [Transit System Operations Chief/ISD Transportation Manager/other] shall serve as Transportation Officer and coordinate emergency transportation operations.

B. Task Assignments

- 1. Transportation Officer will:
 - a. Identify available transportation resources (see Annex M, Resource Management) and maintain a transportation resource contact list.

- b. Coordinate with schools, other public agencies, and businesses regarding emergency use of their transportation assets and develop appropriate agreements and procedures for notifying appropriate officials of emergency situations.
 - c. Coordinate with Regional Mobile Authority (LRGVDC) commercial transportation providers to establish procedures for providing transportation resources during emergency situations.
 - d. Coordinate with other emergency services to identify and prioritize requirements for transportation of supplies, equipment, materials, and passengers necessary for response and recovery operations.
 - e. Coordinate with special facilities to determine their requirements for specialized transportation support during emergencies and the arrangements the facilities have made to provide such support.
 - f. Coordinate public transportation support for mass evacuations.
 - g. Coordinate with the DDC Sheriff & local police on evacuation routes and the location of transportation pickup points and staging areas. (See Annex E and state plan (Area 8A) for contra flow and evacuation.)
 - h. Coordinate with local public transportation authority's pickup points and times for citizens requiring public transportation.
 - i. Provide the Public Information Officer timely information on emergency transportation arrangements that can be disseminated to the public.
 - j. Coordinate with the Shelter Officer for passenger and cargo transportation to support for shelter and mass care operations.
2. All Departments and Agencies having transportation assets will:
- a. Provide current information on available transportation equipment to the Transportation Officer for use in updating the transportation resource list.
 - b. Provide equipment and personnel to fulfill requirements for emergency transportation of cargo and passengers, upon request of the Transportation Officer and to the extent possible.
3. All Departments and Agencies will:
- Forward prioritized emergency transportation requests to the Transportation Officer for action. The request forms in Appendices 1 and 2 will be used.
4. Law Enforcement will:
- a. Determine evacuation routes and provide traffic control for large-scale evacuations.

b. Determine transportation pickup points and staging areas, in conjunction with the Transportation Officer.

5. The Shelter Officer will:

Identify transportation requirements to support for shelter and mass care operations to the Transportation Officer.

6. The Local School District will:

Upon request by the County Judge, provide buses and drivers to assist in emergency operations.

7. The LRGVDC Transit Authority will:

Upon request by the County Judge, provide buses and drivers to assist in emergency operations.

VII. DIRECTION & CONTROL

A. General

1. The County Judge will establish priorities for and provide policy guidance for transportation activities.
2. The County Judge/EMC will provide general direction to the Transportation Officer regarding transportation operations.
3. The Transportation Officer and staff will plan, coordinate, and carry out transportation activities.

B. Line of Succession

The line of succession for the Transportation Officer is:

- 1.
- 2.
- 3.

VIII. READINESS LEVELS

A. Readiness Level IV – Normal Conditions

See mitigation and preparedness activities in paragraphs V.B.1 and V.B.2 above.

B. Readiness Level III – Increased Readiness

1. Monitor situation.
2. Alert key personnel and transportation provider points of contact.

3. Check readiness of all equipment and facilities and correct any deficiencies.
4. Update transportation resource status information.
5. Review agreements for use of transportation resources owned by others.
6. Review plans and procedures and update them, if needed.

C. Readiness Level II – High Readiness

1. Monitor situation.
2. Update transportation personnel and equipment status.
3. Alert and brief transportation providers for possible emergency operations.
4. Review status of preplanned evacuation routes, pickup points, and staging areas locations.
5. Update transportation resource status information.

D. Readiness Level I – Maximum Readiness

1. Monitor situation and update transportation resource status information.
2. Staff EOC positions if EOC is activated.
3. Consider protective actions for transportation resources.
4. Make tentative transportation resource allocations to probable emergency tasks
5. Pre-stage transportation assets, where appropriate.

IX. ADMINISTRATION & SUPPORT

A. Resources

Local transportation resources are described in Annex M, Resource Management.

B. Maintenance of Records

Records will be maintained on the use of all transportation equipment, whether owned, leased, rented, or borrowed; see Appendix 3. These records will be used as basis for possible recovery of emergency operations expenses from a responsible party or reimbursement of certain expenses by the state or federal government. The Transportation Officer will retain records of equipment usage until a final decision is made by the County Judge/Mayor concerning claims for cost recovery or reimbursement.

C. Preservation of Records

Vital records should be protected from the effects of disasters to the maximum extent feasible. Should records be damaged during an emergency situation, professional assistance in preserving and restoring those records should be obtained as soon as possible.

D. Training & Exercises

1. Transportation personnel who will staff the ICP or EOC shall receive appropriate training on the operation of those facilities, which should be arranged by the Transportation Officer.
2. Emergency exercises should periodically include a scenario that provides for the demonstration of emergency transportation.

E. External Support

1. Summaries of inter-local agreements and agreements with other governmental entities, volunteer groups, and businesses for resource support, as well as contingency contracts with commercial transportation providers are listed in Attachment 6 to the Basic Plan. Activation of such agreements and contracts will normally be coordinated through the EOC.
2. If transportation requirements cannot be satisfied with the resources available locally or through agreements and contracts, assistance may be requested from the State. Request for state assistance will be made to the DDC Chairman in McAllen (DPS District 8A) by the County Judge or a person authorized to act for him/her.

X. ANNEX DEVELOPMENT & MAINTENANCE

- A. The Transportation Officer is responsible for developing and maintaining this annex. Recommended changes to the annex should be forwarded as soon as needs become apparent.
- B. This annex will be reviewed annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.
- C. Departments and agencies assigned responsibilities in this annex are responsible for ensuring that their SOPs cover those responsibilities.

XI. REFERENCES

Annex S (Transportation) to the *State of Texas Emergency Management Plan*

APPENDICES

Appendix 1 Cargo Transportation Request
Appendix 2 Passenger Transportation Request

Appendix 3	Vehicle/Equipment Record & Use Log
------------------	------------------------------------

Cargo Transportation Request

Date:	Time:	Priority: 1 2 3
Requested by:		Organization:
Request transport of (describe the cargo):		
☐ Loose ☐ Boxed # _____ ☐ Pallets # _____		Total weight: _____ lbs.
Receive from:		
Date/Time: _____		
Place/Address: _____		

People available to load the truck? ☐ Yes ☐ No If no, how many people are needed? _____		
Equipment available to load the truck? ☐ Yes ☐ No Type: _____		
Contact at pick-up		
Name: _____		Phone #: _____
Deliver to:		
Date/Time: _____		
Place/Address: _____		

People available to unload truck? ☐ Yes ☐ No		
Equipment available to unload the truck? ☐ Yes ☐ No Type: _____		
Contact at delivery		
Name: _____		Phone #: _____
Resources committed:		

Passenger Transportation Request		
Date:	Time:	Priority: 1 2 3
Requested by:		Organization:
Number of people needing transportation: # of Adults _____ # of Children _____		
Ambulatory: ☐ Yes ☐ No If No , list any special vehicles or equipment needed: 		
Pick up from: Date/Time _____ Place/Address: _____ 		
People available to assist non-ambulatory passengers? ☐ Yes ☐ No If no, how many people are needed to assist? _____		
Contact at pick-up: Name: _____ Phone #: _____		
Drop off: Date/Time: _____ Place/Address: _____ 		
Contact at drop off: Name: _____ Phone #: _____		
Resources committed:		

VEHICLE/EQUIPMENT RECORD & USE LOG

Vehicle/Equipment Type: _____

Identification or License #: _____ Odometer/hour meter reading: _____

Date Received: _____ Time Received: _____

☐ City/County Asset ☐ School District Asset

☐ Leased/Rented ☐ Borrowed/Loaned

☐ Other: _____

Owner: _____

Address: _____

Operational Status: ☐ Good ☐ Fair ☐ Poor

Operator Provided: ☐ Yes ☐ No

Maintenance performed (if any): _____

Vehicle/Equipment Returned:

Date: _____ Time: _____ Odometer/hour meter reading: _____

Remarks:

USE LOG ON REVERSE

S-3-1

AI-3500

13.A.

**Amended Memorandum of Understanding
CC REGULAR**

Date: 04/24/2007
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Agenda Item

CAPTION

Authorization for discussion and/or action to amend the Memorandum of Understanding between County of Hidalgo and North Alamo Water Supply approved CCM 02/13/07.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [MOU](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2007 10:24 PM	APRV
2	Dale Kennan	Dale Kennan	04/19/2007 07:58 AM	APRV
3	Purchasing Department	Marty Salazar	04/19/2007 12:28 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 10:30 AM	APRV
5	Dina Trevino			NEW
6	Court Administrator			

Form Started By: Sandra Garcia

Started On: 04/17/2007 02:49 PM

Final Approval Date:

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING
BETWEEN NORTH ALAMO WATER SUPPLY CORPORATION
AND HIDALGO COUNTY, TEXAS**

THIS Memorandum of Understanding ("MOU") is made on this the 13th day of February 2007, by and between **NORTH ALAMO WATER SUPPLY CORPORATION**, hereinafter referred to as the "Corporation" and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Corporation is a non-profit corporation organized under the laws of Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County is seeking assistance from Corporation to relocate a waterline currently owned by Corporation that is located on County property in order for the County to make road improvements to North I Road;

WHEREAS, Corporation, through its engineer, has determined that the cost to relocate the waterline will not exceed Nineteen Thousand Two Hundred and Seventy Five Dollars and Fifty Cents (\$19,275.50);

WHEREAS, Corporation desires to assist County in completing the road improvements by relocating the waterline as described herein;

NOW, THEREFORE, Corporation and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Corporation shall relocate an eight inch (8") waterline, more particularly described in Exhibit "A", located on County property along North I Road from Earling Road to the south (a length of approximately 1,300 linear feet) (the "Services") and shall invoice the County an amount not to exceed Nineteen Thousand Two Hundred and Seventy-five Dollars and Fifty Cents (\$19,275.50) for such work.
2. County agrees to pay Corporation for the Services performed within thirty (30) days of receipt of invoice from Corporation in an amount not to exceed the amount described in paragraph 1 above.

3. Notwithstanding the above paragraphs 1 and 2, should Corporation encounter additional expenses due to unforeseen circumstances in performing the Services, County agrees to reimburse such expenses, so long as such expenses are documented and approved by Commissioners Court **and are** reasonable and justified. Should additional expenses be required, Corporation agrees to coordinate approval for reimbursement through the County's Commissioners Court, prior to beginning the additional work or incurring any costs.
4. The parties agree it is in their mutual best interest to provide each other the assistance described in this MOU.
5. Corporation agrees to use its best efforts to complete the Services no later than 180 days from execution of this MOU.
6. **Termination.** Either party may terminate this MOU with or without cause upon thirty (30) days written notice.
7. **Conflict of Applicable Law.** Nothing in this MOU 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 MOU 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 MOU shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
8. **Entire Agreement.** This MOU contains the entire agreement between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this MOU not specifically set forth herein. This MOU may be modified or amended only by agreement in writing executed by Corporation and County, and not otherwise.
9. **TEXAS LAW TO APPLY.** THIS MOU 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.
10. **Notice.** Except as may be otherwise specifically provided in this MOU, all notices, demands, requests or communication 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 NAWSC: North Alamo Water Supply Corp.
Attn:
420 S. Doolittle Road
Edinburg, Texas 78539

If to County: Hidalgo County, Texas
Attn: J.D. Salinas, III, County Judge
P.O. Box 758
Edinburg, Texas 78540

with copies to : Commissioner Hector Palacios
Precinct No. 2
301 E. State Street
Pharr, Texas 78577

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.

11. **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 MOU.
12. **Successors.** This MOU 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 MOU.
13. **Assignment.** This MOU shall not be assignable.
14. **Authority to Execute.** The execution and performance of this MOU by Corporation and County have been duly authorized by all necessary laws, resolutions or corporate action, and this MOU constitutes the valid and enforceable obligations of Corporation and County in accordance with its terms.
15. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this MOU, then any party may terminate this MOU upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this MOU. The parties intend this provision to be a

continuing right to terminate this MOU at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

NORTH ALAMO WATER SUPPLY CORPORATION

_____, President

ATTEST:

HIDALGO COUNTY



J.D. Salinas, III, County Judge

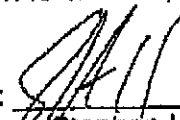
ATTEST:


Arturo Gualardo, Jr., County Clerk *ACM*

**APPROVED BY
COMMISSIONERS' COURT**
ON: 4/13/07

APPROVED AS TO FORM:

ALTAS & HALL, L.L.P.

By: 
Stephen L. Crain

AI-3575

14.A.

**Pct 1 Master Park Plan
CC REGULAR**

Date: 04/24/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Paul Vazaldua c/o Comm. Handy
Department: BUDGET & MANAGEMENT
Agenda Area: Precinct #1

Agenda Item

CAPTION

1. Public Hearing for Amending County of Hidalgo Parks & Recreation Master Plan to Texas Department of Parks and Wildlife
2. Approval of Plan Amendment - Priority List Pct. One
3. Approval of Resolution

BACKGROUND

Revenue & Expenditures

Attachments

Link: [master plan](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/19/2007 04:50 PM	APRV
2	Sergio Cruz	Sergio Cruz	04/20/2007 05:16 PM	APRV
3	Purchasing Department	Marty Salazar	04/21/2007 10:43 AM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 10:52 AM	APRV
5	Court Administrator			NEW

Form Started By: Monica Badillo

Started On: 04/19/2007 03:39 PM

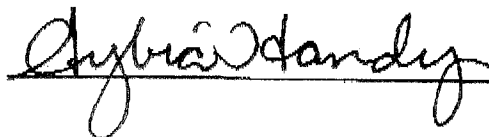
Final Approval Date:

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

NO: _____

DATE: 4/10/2007MEETING DATE REQUEST: 4/17/2007DEADLINE FOR ACTION: A.S.A.P.CONTACT PERSON: Tina QuijasDEPARTMENT Hidalgo County Pct. 1PHONE: (956) 262-6585FAX: (956) 262-9840

DEPT. HEAD/OFFICIAL SIGNATURE:

**CAPTION:**

Public Hearing for Amending County of Hidalgo Parks & Recreation Master Plan
to Texas Department of Parks and Wildlife

Approval of Plan Amendment - Priority List Pct. One

Approval of Resolution

BACKGROUND: (Briefly summarize your request, use separate sheet(s) if needed or attach supporting documentation.)**BUDGETARY IMPACT:****PLEASE INITIAL FOR APPROVAL:**

Legal Counsel: _____

Budget: _____

Human Resources: _____

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

Approved on: _____

(DATE)

Tabled on: _____

(DATE)

Denied on: _____

Motion made by: _____

Second by: _____

Vote: _____

BORDER VISIONS

CONSULTING GROUP L.L.C.

LEADING COMMUNITIES PERFECT SOLUTIONS QUALITY RESULTS

3911 N. 10th St. Suite M * McAllen, Texas 78501

Phone: (956) 630-6775 / Fax: (956) 687-6655

FAX

To: Monica Badillo

From: Paul M. Vazaldua Jr.

Fax: (956) 292-7034

Pages: 2 including cover

Phone: (956) 292-7025

Date: April 19, 2007

Re:

CC:

☒ **Urgent** ☒ **For Review** ☐ **Please Comment** ☒ **Please Reply**

AI-3579

14.B.

**Agreement with City of La Villa
CC REGULAR**

Date: 04/24/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Comm. Handy
Department: BUDGET & MANAGEMENT
Agenda Area: Precinct #1

Agenda Item

CAPTION

Approval of Interlocal Agreement between County of Hidalgo and City of La Villa for GED Services, Material and Equipment.

BACKGROUND

Agreement was not submitted

Revenue & Expenditures

FISCAL YEAR:
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:
ACCT. #:
MATCHING FUNDS Y/N?:
No budgetary impact as of 4-20-07; Requesting approval of agreement only.

Attachments

Link: [pct 1](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/19/2007 04:52 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/20/2007 07:38 AM	APRV
3	Dina Trevino	Dina Trevino	04/20/2007 11:31 AM	APRV
4	Purchasing Department	Marty Salazar	04/20/2007 12:55 PM	APRV
5	Auditor's Office	Linda Fong	04/21/2007 10:35 AM	APRV
6	Dina Trevino			NEW
7	Court Administrator			

Form Started By: Monica Badillo

Started On: 04/19/2007 03:45 PM

Final Approval Date:

[Show Header](#)

[Print](#) [Hide Envelope](#)

From: bordervision@hotmail.com . [Add to Address Book](#)
To: monica.badillo@co.hidalgo.tx.us, moni78539@yahoo.com
Date: Thursday, April 19, 2007 9:20:58 AM
Subject: Agenda

Approval of Interlocal Agreement between County of Hidalgo and City of La Villa for GED Services, Material and Equipment

Monica, Joseph Palacios has original agreement for backup.

Thanks,

Paul

Border *Visions*

3911 N. 10th St. Suite M
McAllen, Texas 78501
956-630-6775
956-687-6655 Fax

Mortgage rates near historic lows. Refinance \$200,000 loan for as low as \$771/month*

AI-3595

14.C.

presentation of plaque
CC REGULAR

Date: 04/24/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Comm. Handy
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

Presentation of Appreciation Plaque to Ms. Emma Fuentes

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Monica Badillo	Started On: 04/20/2007 04:42 PM	
		Final Approval Date: 04/20/2007		

AI-3443

15.A.

Rename Road
CC REGULAR

Date: 04/24/2007

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

Department: COMM. PCT. #3

Agenda Area: Precinct #3

Agenda Item

CAPTION

Requesting authorization to rename County Road 4155 to **Dreamer Road** as recommended by The 9-1-1 Department.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/12/2007 02:25 PM	APRV
2	Purchasing Department	Marty Salazar	04/12/2007 02:33 PM	APRV
3	Auditor's Office	Linda Fong	04/21/2007 10:35 AM	APRV
4	Court Administrator			NEW

Form Started By: Norma Ceballos

Started On: 04/12/2007 11:25 AM

Final Approval Date:

AI-3516

16.A.7.

HIPAA Project
CC REGULAR

Date: 04/24/2007

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Gricelda Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for discussion, consideration and approval of draft requirements/scope of services and/or qualifications for RFP(07-174) for: "Consulting Services Turn-key HIPAA Compliance Solution and other Related Services" as previously approved for advertising by CC on 4-03-07.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 12:36 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 04:01 PM	APRV
3	Dale Kennan	Dale Kennan	04/20/2007 10:37 AM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 10:38 AM	APRV
5	Court Administrator			NEW

Form Started By: Gricelda Villarreal

Started On: 04/18/2007 10:33 AM

Final Approval Date:

AI-3473

16.A.8.

**CRS-2 (Cationic Rapid Setting) Emulsified Asphalt
CC REGULAR****Date:** 04/24/2007**Submitted By:** Olga Montero, PURCHASING DEPT.**Submitted For:** Olga Montero**Department:** PURCHASING DEPT.**Agenda Area:** Purchasing Department**Purchasing only:** Hidalgo County

Agenda Item**CAPTION**

Requesting authority to advertise and approval of draft specifications (attached herein) for "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"- Hidalgo County. RFB No. 2007-110-05-23-otm

BACKGROUND

Letters of Recommendation from Precincts

Draft Specifications

Proposed Ad Dates: (1st Ad) May 5, 2007, (2nd Ad) May 12, 2007

Bid Opening Date: May 23, 2007

Revenue & Expenditures**FISCAL YEAR:** 2007**ACCT. #:** 7-1204-431-00-124-007-0-673**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available balance is \$55,421.00 as of 4/20/07.

FISCAL YEAR: 2007**ACCT. #:** 7-1201-431-00-121-005-0-673**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available balance is \$13,753.06 as of 4/20/07.

FISCAL YEAR: 2007**ACCT. #:** 7-1201-431-00-121-005-0-731**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available balance is \$87,548.39 as of 4/20/07.

FISCAL YEAR: 2007**ACCT. #:** 7-1336-431-00-121-041-0-731**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available balance is \$3,663,975.84 as of 4/20/07.

FISCAL YEAR: 2007**ACCT. #:** 7-1202-431-00-122-006-0-673**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available balance is \$45,433.06 as of 4/20/07.

FISCAL YEAR: 2007**ACCT. #:** 7-1203-431-00-123-005-0-673**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available balance is \$307,925.71 as of 4/20/07.

AttachmentsLink: [crs 2 specs](#)

Confidential documents are indicated with a (c).

Form Routing/Status**Route Seq Inbox****Approved By Date****Status**

1 Purchasing Department Marty Salazar 04/19/2007 04:29 PM

APRV

2	Budget & Management	Dina Trevino	04/19/2007 04:34 PM	APRV
3	Dale Kennan	Dale Kennan	04/20/2007 10:04 AM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 10:38 AM	APRV
5	Court Administrator			NEW

Form Started By: Olga Montero

Started On: 04/16/2007 01:45 PM

Final Approval Date:

EXHIBIT "A"

HIDALGO COUNTY

(all funding sources, i.e. R&B, CIP, and CAP)

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

BID NO. 2007-110-00-00-otm

SPECIFICATIONS

I. INFORMATION / INSTRUCTIONS TO BIDDERS:

MATERIAL: CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT

INCREMENTS: BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS.

SPECIAL CONDITIONS: BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED).
VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING)

The purchases of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be **on an as needed basis only** by Hidalgo County all funding sources (i.e. CIP, CAP and R&B).

LOCATIONS, CONTACTS, AND DELIVERY INSTRUCTIONS:

Precinct No. 1 MILE 11 N. and 1 1/2 miles W. from FM 1015-Sunrise Hill Park Weslaco, Tx 78596 Joseph Palacios, Chief Administrator (956) 968-8733	Precinct No. 2 301 E. State Pharr, TX 78577 Ricardo Cuellar, Field Operations Director (956) 787-1891	Precinct No. 3 400 W. 13 th Mission, TX 78572 Mingo Villarreal, Coordinator (956) 585-4509	Precinct No. 4 1102 N. Doolittle Edinburg, TX 78539 Juan Carranza, Chief Administrator (956) 383-3112
--	---	---	---

Delivery hours will be arranged with Precincts when requiring **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT**.

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, (c) terminated by County with thirty day's written notice prior to cancellation.

II. BID AWARD, TERMS AND CONDITIONS:

- A. The contract term will be for a period of six (6) months with county's option to extend the contract for an additional six (6) months based on performance evaluation and contingent upon terms, conditions and costs remaining unchanged, and/or a 60 day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioners Court.
- B. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
- C. Hidalgo County reserves the right to award the bid to one or multiple bidders whichever is in the best interest of the County.
- D. The contract for the material shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
- E. Insurance Certificates as per **"Exhibit C"** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
- F. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, supplies or service which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.
- G. In the event the material furnished does not meet all the County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.
- H. Hidalgo County reserves the right to seek purchases for **"CRS-2 Emulsified Asphalt"** from State Contracts whenever it is in the best interest of the County to do so.
- I. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

III ADDITIONAL INFORMATION

DISCLOSURE OF CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St. 4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, _____, 2007, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., Friday, _____, 2007.**

EXHIBIT "B"

HIDALGO COUNTY

(all funding sources, i.e. R&B, CIP, and CAP)

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

BID NO. 2007-110-00-00-otm

BID PAGE

BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

QUANTITY	DELIVERED PRICE AMOUNT:	ADDITIONAL COST (SPECIFY) :
LOADS OF 1,000 GALLONS OR LESS (ON AN AS NEEDED BASIS)	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE:
LOADS OF 1,001 TO 2,000 GALLONS (ON AN AS NEEDED BASIS)	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE:
LOADS OF 2,001 TO 3,000 GALLONS (ON AN AS NEEDED BASIS)	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE:
LOADS OF 3,001 TO 4,000 GALLONS (ON AN AS NEEDED BASIS)	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE:
LOADS OF 4,001 TO 5,000 GALLONS (ON AN AS NEEDED BASIS)	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE:

COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE NUMBER:	
FAX NUMBER:	
CELLULAR NUMBER:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE:	
DATE:	



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy
Hidalgo County Precinct #1
Attn: Noe Montez, Joseph Palacios

FROM: Olga T. Montero, Buyer
Hidalgo County Purchasing Department

DATE: April 17, 2007

RE: Approval or Disapproval of Specifications for:
Bid No. 2007-110-00-00-otm-
Hidalgo County- "CRS-2 Emulsified Asphalt"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking approve or disapprove and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and **return** to designated Buyer at the Purchasing Department no later than Friday, April 20, 2007 so I can proceed in placing the item on the next regular scheduled Commissioners' Court Agenda for approval of specifications with authority to advertise.

☒ **APPROVE**

☐ **DISAPPROVE**

Noe Montez NOE MONTEZ 4/18/07
Authorized Signature Print Name Date

Account Number(s): 7-1201-431-00-121-005-0-677 R+B
7-1201-431-00-121-005-0-731
7-1336-431-00-121-041-0-731 CIP



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Hector "Tito" Palacios
Hidalgo County Precinct #2
Attn: Ricardo Cuellar

FROM: Olga T. Montero, Buyer
Hidalgo County Purchasing Department

DATE: April 17, 2007

RE: Approval or Disapproval of Specifications for:
Bid No. 2007-110-00-00-otm-
Hidalgo County- "CRS-2 Emulsified Asphalt"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking approve or disapprove and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and **return** to designated Buyer at the Purchasing Department no later than Friday, April 20, 2007 so I can proceed in placing the item on the next regular scheduled Commissioners' Court Agenda for approval of specifications with authority to advertise.

☒ **APPROVE**

☐ **DISAPPROVE**

Ricardo Cuellar *Ricardo Cuellar* *4/18/07*
Authorized Signature Print Name Date

Account Number(s): 7-1202-431-00-122-006-0-673

** Note: At the Present Time we do not have storage facilities, but will have in the future when we acquire a PAVER.*



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Joe Flores
Hidalgo County Precinct #3
Attn: Mingo Villarreal

FROM: Olga T. Montero, Buyer
Hidalgo County Purchasing Department

DATE: April 17, 2007

RE: Approval or Disapproval of Specifications for:
Bid No. 2007-110-00-00-otm-
Hidalgo County- "CRS-2 Emulsified Asphalt"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking approve or disapprove and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and **return** to designated Buyer at the Purchasing Department no later than Friday, April 20, 2007 so I can proceed in placing the item on the next regular scheduled Commissioners' Court Agenda for approval of specifications with authority to advertise.

☐ **APPROVE**

☐ **DISAPPROVE**


Authorized Signature

Print Name

Date

Account Number(s): 7-1203-431-00-123-005-2-673



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Oscar Garza, Jr
Hidalgo County Precinct #4
Attn: Juan Carranza

FROM: Olga T. Montero, Buyer
Hidalgo County Purchasing Department

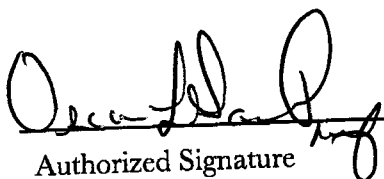
DATE: April 17, 2007

RE: Approval or Disapproval of Specifications for:
Bid No. 2007-110-00-00-otm-
Hidalgo County- "CRS-2 Emulsified Asphalt"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking approve or disapprove and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and **return** to designated Buyer at the Purchasing Department no later than Friday, April 20, 2007 so I can proceed in placing the item on the next regular scheduled Commissioners' Court Agenda for approval of specifications with authority to advertise.

☐ **APPROVE**

☐ **DISAPPROVE**

 Oscar L. Garza JR 4-17-07
Authorized Signature Print Name Date

Account Number(s): 7-1204-431-00-124-007-0-673

RECEIVED

APR 17 2007

PURCHASING DEPT.

AI-3550

16.A.9.

**STANDING ITEM-Kmart Building- Payment Application 9
CC REGULAR**

Date: 04/24/2007

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 Application No. 9 in the amount of \$137,071.70 from Joe Williamson Construction Co., Inc., contracted vendor for "Construction of Offices at the Property fka the "K-Mart Building" and as certified for payment by project architect Rike Ogden Figueroa Allex Architects; C-06-092-07-25.

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 571714 Avail. Bal. \$408,741.00

Attachments

Link: [Payment No. 9](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 04:06 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 04:33 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/19/2007 04:52 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 10:40 AM	APRV
5	Court Administrator			NEW

Form Started By: Rocio Villarreal

Started On: 04/18/2007 04:20 PM

Final Approval Date:



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: County Of Hidalgo
100 E. Cano, 4th Floor
Edinburg, Texas 78539

PROJECT: Hidalgo County Offices
2802 S. Closter Blvd.
Edinburg, Texas 78539

FROM Joe Williamson Construction Company
CONTRACTOR: PO Box 4352
McAllen, Texas 78502

VIA R.O.F.A Architects, Inc.
ARCHITECT: 1007 Walnut Avenue
McAllen, Texas 78501

APPLICATION NO: 009

PERIOD TO: March 28, 2007

CONTRACT FOR: General Construction

CONTRACT DATE: June 14, 2006

PROJECT NOS: 25004 / 2207 /
#C-06-092-07-25

Distribution to:

☒ OWNER

☒ ARCHITECT

☒ CONTRACTOR

☐ FIELD

☐ OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 3,250,000.00

2. Net change by Change Orders \$ -446,408.00

3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 2,803,592.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,539,137.00

5. RETAINAGE:

a. 5 % of Completed Work

(Column D + E on G703) \$ 126,841.85

b. 5 % of Stored Material

(Column F on G703) \$ 115.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 126,956.85

6. TOTAL EARNED LESS RETAINAGE \$ 2,412,180.15

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 2,275,108.45

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 137,071.70

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 391,411.85

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 446,408.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 446,408.00
NET CHANGES by Change Order		\$ -446,408.00

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 the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *Paul Blum*

Date: *3/28/07*

County of Hidalgo

Subscribed and sworn to before

me this *28th* day of *March* 2007

Notary Public: *Airika Stevens*

My Commission expires: April 26, 2008



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 to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 137,071.70

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: *John J. Juarez*

Date: *4-13-07*

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



AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 009
APPLICATION DATE: 03/28/2007
PERIOD TO: 03/28/2007
ARCHITECT'S PROJECT NO: 25004

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
100	GENERAL CONDITIONS	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
101	Permit	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %	0.00	0.00
102	Bond	38,000.00	38,000.00	0.00	0.00	38,000.00	100.00 %	0.00	0.00
109	Water	500.00	0.00	0.00	0.00	0.00	0.00 %	500.00	0.00
110	Electricity	4,000.00	3,150.00	0.00	0.00	3,150.00	78.75 %	850.00	0.00
111	Telephone	1,500.00	668.00	0.00	0.00	668.00	44.53 %	832.00	0.00
116	Superintendent	37,131.00	24,500.00	3,000.00	0.00	27,500.00	74.06 %	9,631.00	0.00
119	Tool Rental	210.00	80.00	0.00	0.00	80.00	38.10 %	130.00	0.00
124	Toilet	2,100.00	1,631.00	0.00	0.00	1,631.00	77.67 %	469.00	0.00
126	Equipment Rental	530.00	200.00	0.00	0.00	200.00	37.74 %	330.00	0.00
128	Builders Risk Insurance	3,800.00	2,954.00	211.00	0.00	3,165.00	83.29 %	635.00	0.00
129	Truck/Oil/Gas/Tires	3,800.00	2,954.00	211.00	0.00	3,165.00	83.29 %	635.00	0.00
130	General Labor	22,000.00	14,955.00	5,000.00	0.00	19,955.00	90.70 %	2,045.00	0.00
131	General Clean-Up	5,300.00	2,000.00	0.00	0.00	2,000.00	37.74 %	3,300.00	0.00
137	Contingency	40,000.00	0.00	0.00	0.00	0.00	0.00 %	40,000.00	0.00
140	Workmans Compensation	16,600.00	6,550.00	2,000.00	0.00	8,550.00	51.51 %	8,050.00	0.00
142	Small Tools	210.00	135.00	0.00	0.00	135.00	64.29 %	75.00	0.00
145	Trash Containers	6,300.00	5,000.00	0.00	0.00	5,000.00	79.37 %	1,300.00	0.00
146	General Liability	34,000.00	26,439.00	1,890.00	0.00	28,329.00	83.32 %	5,671.00	0.00
149	Safety Education	210.00	161.00	10.00	0.00	171.00	81.43 %	39.00	0.00
150	AGC Fees	2,650.00	2,650.00	0.00	0.00	2,650.00	100.00 %	0.00	0.00

151	Demolition	42,000.00	29,330.00	12,670.00	0.00	0.00	42,000.00	100.00 %	0.00	0.00
200	SITEWORK DIV. #2	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
212	Striping & Carstops	5,550.00	0.00	0.00	0.00	0.00	0.00	0.00 %	5,550.00	0.00
214	Cedar Fence	1,820.00	0.00	0.00	0.00	0.00	0.00	0.00 %	1,820.00	0.00
216	Patio	62,434.00	0.00	0.00	0.00	0.00	0.00	0.00 %	62,434.00	0.00
217	Chainlink Fence	710.00	0.00	0.00	0.00	0.00	0.00	0.00 %	710.00	0.00
218	Galvanized Fence	10,441.00	0.00	0.00	0.00	0.00	0.00	0.00 %	10,441.00	0.00
223	Landscaping Allowance	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	20,000.00	0.00
300	CONCRETE DIV. #3	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
306	Concrete	55,546.00	37,384.00	8,327.00	0.00	0.00	45,711.00	82.29 %	9,835.00	0.00
400	MASONRY DIV. #4	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
401	Concrete Block	91,160.00	62,888.00	0.00	0.00	0.00	62,888.00	68.99 %	28,272.00	0.00
500	METALS DIV. #5	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
501	Structural Steel	17,835.00	0.00	0.00	0.00	0.00	0.00	0.00 %	17,835.00	0.00
502	Canopy	94,830.00	0.00	0.00	0.00	0.00	0.00	0.00 %	94,830.00	0.00
600	CARPENTRY DIV. #6	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
601	Door Frames	8,480.00	6,562.00	0.00	0.00	0.00	6,562.00	77.38 %	1,918.00	0.00
603	Millwork	142,421.00	129,010.00	3,000.00	0.00	0.00	132,010.00	92.69 %	10,411.00	0.00
606	Lumber/Nails	5,300.00	4,000.00	1,300.00	0.00	0.00	5,300.00	100.00 %	0.00	0.00
700	MOISTURE PROTECTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
701	Built Up Roof	193,556.00	153,556.00	0.00	0.00	0.00	153,556.00	79.33 %	40,000.00	0.00
708	Caulk & Sealant	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	3,000.00	0.00
800	GLASS/DOORS/ WINDOWS	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
801	Metal Doors & Frames	68,423.00	61,963.00	1,000.00	0.00	0.00	62,963.00	92.02 %	5,460.00	0.00
802	Wood Doors & Frames	43,990.00	8,571.00	28,969.00	0.00	0.00	37,540.00	85.34 %	6,450.00	0.00
811	Aluminum/Glass Doors	112,556.00	26,929.00	49,000.00	0.00	0.00	75,929.00	67.46 %	36,627.00	0.00
900	FINISHES DIV. #9	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
901	Lath & Plaster	3,180.00	0.00	0.00	0.00	0.00	0.00	0.00 %	3,180.00	0.00
902	Gypsum Drywall	288,320.00	264,404.00	0.00	0.00	0.00	264,404.00	91.71 %	23,916.00	0.00
908	Paint	141,510.00	123,667.00	0.00	0.00	0.00	123,667.00	87.39 %	17,843.00	0.00
910	Floor Stone Allowance	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	6,000.00	0.00
911	VCT Floors	71,550.00	0.00	54,537.00	0.00	0.00	54,537.00	76.22 %	17,013.00	0.00
917	Ceramic Tiles	32,080.00	32,080.00	0.00	0.00	0.00	32,080.00	100.00 %	0.00	0.00

1000	SPECIALTIES DIV. #10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1001	Fire Extinguishers	1,060.00	1,060.00	0.00	0.00	1,060.00	100.00	0.00	0.00	0.00	0.00	0.00
1004	Bath Accessories	8,167.00	7,705.00	0.00	0.00	7,705.00	94.34	0.00	462.00	0.00	0.00	0.00
1005	Toilet Partitions	5,326.00	5,326.00	0.00	0.00	5,326.00	100.00	0.00	0.00	0.00	0.00	0.00
1015	Letters	17,865.00	0.00	0.00	0.00	2,300.00	12.87	0.00	15,565.00	0.00	0.00	0.00
1500	MECHANICAL DIV. #15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1501	Plumbing	153,700.00	146,383.00	7,317.00	0.00	153,700.00	100.00	0.00	0.00	0.00	0.00	0.00
1502	Plumbing Allowance	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00
1506	HVAC	434,600.00	378,000.00	0.00	0.00	378,000.00	86.98	0.00	56,600.00	0.00	0.00	0.00
1507	HVAC Allowance	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00	0.00	0.00
1508	Fire Sprinkler	41,149.00	37,068.00	2,081.00	0.00	39,149.00	95.14	0.00	2,000.00	0.00	0.00	0.00
1509	Allowance to Repair	20,000.00	1,278.00	0.00	0.00	1,278.00	6.39	0.00	18,722.00	0.00	0.00	0.00
1600	ELECTRICAL DIV. #16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1601	Electrical Services	788,600.00	691,623.00	12,500.00	0.00	704,123.00	89.29	0.00	84,477.00	0.00	0.00	0.00
1603	Allowance	7,000.00	0.00	0.00	0.00	0.00	0.00	0.00	7,000.00	0.00	0.00	0.00
1604	Site Allowance	8,000.00	0.00	0.00	0.00	0.00	0.00	0.00	8,000.00	0.00	0.00	0.00
1700	CHANGE ORDERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1701	Change Order #1-Cost Reduction	-446,408.00	0.00	0.00	0.00	0.00	0.00	0.00	-446,408.00	0.00	0.00	0.00
	GRAND TOTAL	\$ 2,803,592.00	\$ 2,343,814.00	\$ 193,023.00	\$ 2,300.00	\$ 2,539,137.00	90.57	%	\$ 264,455.00		\$ 0.00	

PAYMENTS AND COMPLETION

"This is to confirm that we have reviewed the application for payment no. Nine (9) submitted by Joe Williamson Construction Co., the Contractor, for work performed for Construction of the Hidalgo County Offices at the Property Formerly Known as the K-mart Building and that we approve, without reservation, of the payment of the requested funds to the contractor by Hidalgo County."

Signature of Surety:

Cari Bell
Cari Bell

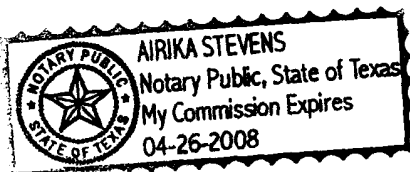
La Paz Insurance Agency

Acknowledgement

This instrument was acknowledged before me, the undersigned authority, by

Airika Stevens on the 28th day of March, 2007.

Airika Stevens
Notary Public for the State of Texas



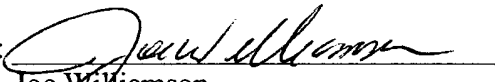
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 9
THE STATE OF TEXAS COUNTY OF HIDALGO

PROJECT: Construction of the Hidalgo County Offices at the Property
Formerly known as the K-mart Building

BEFORE ME, the undersigned authority, on this day personally appeared, Joe Williamson who being duly sworn, upon his oath, declares and acknowledges as follows:

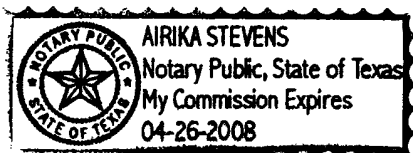
1. I am a duly authorized representative of Joe Williamson Construction Co. (the "General Contractor").
2. There are no known mechanic's, materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application. All due and payable bills with respect to the WORK have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanic's, materialman's or laborer's lien or claim or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the WORK.

EXECUTED this 28th day of March, 2007.

By: 
Joe Williamson
President
Joe Williamson Construction Co.

Subscribed and Sworn to before me by the said President of Joe Williamson Construction Co. this 28th day of March, 2007, to certify which witness my hand and seal of office.

Seal:



NOTARY PUBLIC in and for
The State of Texas


My Commission Expires on: 04-26-2008

AFFIDAVIT OF PARTIAL WAIVER OF LIEN # 1
CONTRACT # C-06-092-07-25
THE STATE OF TEXAS, COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally Appeared,
Gerardo Mora who being duly sworn, up on his/her oath,
declares and acknowledges as follows:

1. I am a duly authorized representative of **Firecheck of Texas, Inc.** (The 'Subcontractor/ Materialmen').
2. Pursuant to an agreement between **Joe Williamson Construction Company** and the Subcontractor / Materialmen, materials have been supplied and/or labor has been performed in connection the construction of improvements upon certain real property owned by the Owner in Hidalgo County, Texas. Said project is more particularly described as the **Construction of the Hidalgo County Offices at the Property Formerly Known as the K-mart Building**
3. In consideration of and conditioned upon receipt of payment through **01/25/2007** from **Joe Williamson Construction Company, Inc.**, Subcontractor/ Materialmen hereby waives and releases any and all liens, rights, and interests under the constitution and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above for.

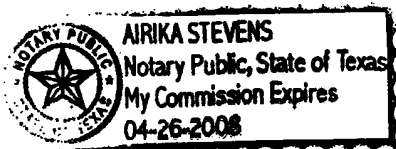
EXECUTED this 9th day of March , 2007.

By: Gerardo Mora

Title: Controller

SUBSCRIBED AND SWORN TO before me by the said
Gerardo Mora of **Firecheck of Texas, Inc.** this 9th day of
March, 2007 to certify which witness my hand and seal of office.

Seal:



NOTARY PUBLIC in and for
State of Texas

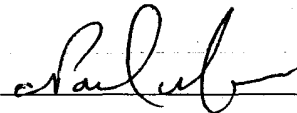
Airika Stevens
My Commission Expires on: 4/26/2008

AFFIDAVIT OF PARTIAL WAIVER OF LIEN # 5
CONTRACT # C-06-092-07-25
THE STATE OF TEXAS, COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally Appeared,
Noel Munoz who being duly sworn, up on his/her oath,
declares and acknowledges as follows:

1. I am a duly authorized representative of N M Contracting (The 'Subcontractor/ Materialmen').
2. Pursuant to an agreement between Joe Williamson Construction Company and the Subcontractor / Materialmen, materials have been supplied and/or labor has been performed in connection the construction of improvements upon certain real property owned by the Owner in Hidalgo County, Texas. Said project is more particularly described as the Construction of the Hidalgo County Offices at the Property Formerly Known as the K-mart Building
3. In consideration of and conditioned upon receipt of payment through 03/16/2007 from Joe Williamson Construction Company, Inc., Subcontractor/ Materialmen hereby waives and releases any and all liens, rights, and interests under the constitution and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above for.

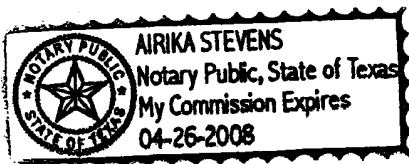
EXECUTED this 16th day of March, 2007.

By: 

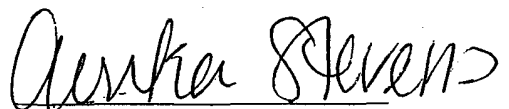
Title: Owner

SUBSCRIBED AND SWORN TO before me by the said
Noel Munoz / Owner of N M Contracting this 16th day of March,
2007 to certify which witness my hand and seal of office.

Seal:



NOTARY PUBLIC in and for
State of Texas


My Commission Expires on: 4/26/2008

MAR-09-2007 09:21

JOE WILLIAMSON CONST

956 787 2113

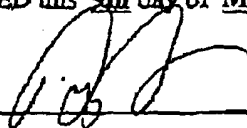
P.02

AFFIDAVIT OF PARTIAL WAIVER OF LIEN # 6
CONTRACT # C-06-092-07-25
THE STATE OF TEXAS, COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally Appeared,
Patrick D Pricer who being duly sworn, up on his/her oath,
declares and acknowledges as follows:

1. I am a duly authorized representative of Rio Valley Electric Contractors (The 'Subcontractor/ Materialmen').
2. Pursuant to an agreement between Joe Williamson Construction Company and the Subcontractor / Materialmen, materials have been supplied and/or labor has been performed in connection the construction of improvements upon certain real property owned by the Owner in Hidalgo County, Texas. Said project is more particularly described as the Construction of the Hidalgo County Offices at the Property Formerly Known as the K-mart Building
3. In consideration of and conditioned upon receipt of payment through 01/25/2007 from Joe Williamson Construction Company, Inc., Subcontractor/ Materialmen hereby waives and releases any and all liens, rights, and interests under the constitution and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above for.

EXECUTED this 9th day of March, 2007.

By: 

Title: Patrick D Pricer

SUBSCRIBED AND SWORN TO before me by the said
Patrick D Pricer of Rio Valley Electric Contractors this 9th
day of March, 2007 to certify which witness my hand and seal of office.

Seal:



NOTARY PUBLIC in and for
State of Texas


My Commission Expires on: 8/25/08

AFFIDAVIT OF PARTIAL WAIVER OF LIEN # 5
CONTRACT # C-06-092-07-25
THE STATE OF TEXAS, COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally Appeared,
Edith Ochoa who being duly sworn, up on his/her oath,
declares and acknowledges as follows:

1. I am a duly authorized representative of Solid Lath & Plaster (The 'Subcontractor/ Materialmen').
2. Pursuant to an agreement between Joe Williamson Construction Company and the Subcontractor / Materialmen, materials have been supplied and/or labor has been performed in connection the construction of improvements upon certain real property owned by the Owner in Hidalgo County, Texas. Said project is more particularly described as the Construction of the Hidalgo County Offices at the Property Formerly Known as the K-mart Building
3. In consideration of and conditioned upon receipt of payment through 01/25/2007 from Joe Williamson Construction Company, Inc., Subcontractor/ Materialmen hereby waives and releases any and all liens, rights, and interests under the constitution and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above for.

EXECUTED this 9th day of March, 2007.

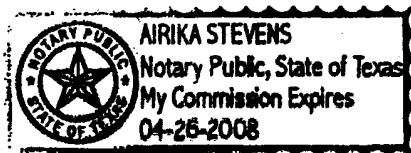
By: Edith Ochoa

Title: Manager - Secretary

SUBSCRIBED AND SWORN TO before me by the said

Edith Ochoa of Solid Lath & Plaster this 9th day of March, 2007 to certify which witness my hand and seal of office.

Seal:



NOTARY PUBLIC in and for
State of Texas

Airika Stevens
My Commission Expires on: 4/26/2008

AFFIDAVIT OF PARTIAL WAIVER OF LIEN # 4
CONTRACT # C-06-092-07-25
THE STATE OF TEXAS, COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally Appeared,
David Alvarez who being duly sworn, up on his/her oath,
declares and acknowledges as follows:

1. I am a duly authorized representative of **Southern Mechanical A/C** (The 'Subcontractor/ Materialmen').
2. Pursuant to an agreement between **Joe Williamson Construction Company** and the Subcontractor / Materialmen, materials have been supplied and/or labor has been performed in connection the construction of improvements upon certain real property owned by the Owner in Hidalgo County, Texas. Said project is more particularly described as the **Construction of the Hidalgo County Offices at the Property Formerly Known as the K-mart Building**
3. In consideration of and conditioned upon receipt of payment through **01/25/2007** from **Joe Williamson Construction Company, Inc.**, Subcontractor/ Materialmen hereby waives and releases any and all liens, rights, and interests under the constitution and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above for.

EXECUTED this 9th day of **March**, 2007.

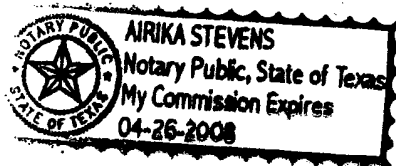
By: _____

Title: _____

SUBSCRIBED AND SWORN TO before me by the said

David Alvarez of **Southern Mechanical A/C** this 9th day of **March**, 2007 to certify which witness my hand and seal of office.

Seal:



NOTARY PUBLIC in and for
State of Texas

Airika Stevens

My Commission Expires on: **4/26/2008**

AFFIDAVIT OF PARTIAL WAIVER OF LIEN # 3
CONTRACT # C-06-092-07-25
THE STATE OF TEXAS, COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally Appeared,
Manuel Garza who being duly sworn, up on his/her oath,
declares and acknowledges as follows:

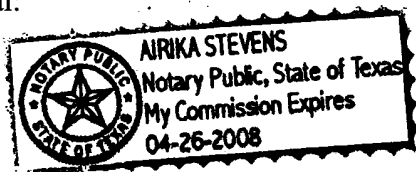
1. I am a duly authorized representative of **The Cabinet Shop** (The 'Subcontractor/ Materialmen').
2. Pursuant to an agreement between **Joe Williamson Construction Company** and the Subcontractor / Materialmen, materials have been supplied and/or labor has been performed in connection the construction of improvements upon certain real property owned by the Owner in Hidalgo County, Texas. Said project is more particularly described as the **Construction of the Hidalgo County Offices at the Property Formerly Known as the K-mart Building**
3. In consideration of and conditioned upon receipt of payment through 01/25/2007 from **Joe Williamson Construction Company, Inc.**, Subcontractor/ Materialmen hereby waives and releases any and all liens, rights, and interests under the constitution and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above for.

EXECUTED this 9th day of March, 2007.

By: Manuel Garza
Title: President

SUBSCRIBED AND SWORN TO before me by the said
Manuel Garza of **The Cabinet Shop** this 9th day of March,
2007 to certify which witness my hand and seal of office.

Seal:



NOTARY PUBLIC in and for
State of Texas

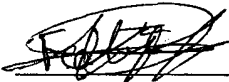
Arika Stevens
My Commission Expires on: 4/26/2008

AFFIDAVIT OF PARTIAL WAIVER OF LIEN # 5
CONTRACT # C-06-092-07-25
THE STATE OF TEXAS, COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally Appeared,
Jose Felipe Vera who being duly sworn, up on his/her oath,
declares and acknowledges as follows:

1. I am a duly authorized representative of Vera's Construction (The 'Subcontractor/ Materialmen').
2. Pursuant to an agreement between Joe Williamson Construction Company and the Subcontractor / Materialmen, materials have been supplied and/or labor has been performed in connection the construction of improvements upon certain real property owned by the Owner in Hidalgo County, Texas. Said project is more particularly described as the Construction of the Hidalgo County Offices at the Property Formerly Known as the K-mart Building
3. In consideration of and conditioned upon receipt of payment through 01/25/2007 from Joe Williamson Construction Company, Inc., Subcontractor/ Materialmen hereby waives and releases any and all liens, rights, and interests under the constitution and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above for.

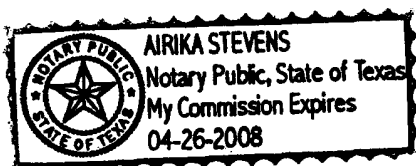
EXECUTED this 9th day of March , 2007.

By: 

Title: Owner

SUBSCRIBED AND SWORN TO before me by the said
Owner of Vera's Construction this 9th day of
March, 2007 to certify which witness my hand and seal of office.

Seal:



NOTARY PUBLIC in and for
State of Texas


My Commission Expires on: 4/26/2008

**Recommendation of Material Testing Engineering
CC REGULAR**

Date: 04/24/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

A. Requesting exemption from competitive bidding requirements, under Texas Local, Government Code, Section 262.024 (a) (4), professional service, in connection with construction material testing engineering services.

B. Pursuant to the architectural services contract, a recommendation (by project architect) to select and engage the services of (based on the review/evaluation of County's current approved Pool of engineers/firms) the firm of _____ to provide services for "Construction of New Office for Hidalgo County Pct. 4."

C. Requesting authority to negotiate a professional service contract with the selected firm of _____ to provide geotechnical investigation construction material testing engineer services for "Construction of New Office for Hidalgo County Pct. 4"

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact as of 4-20-07. Item is to request approval for engagement only.

Attachments

Link: [Recommendation Letter](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/20/2007 08:27 AM	APRV
2	Ivan Cantu	Ivan Cantu	04/20/2007 08:50 AM	APRV
3	Dina Trevino	Dina Trevino	04/20/2007 10:09 AM	APRV
4	Purchasing Department	Marty Salazar	04/20/2007 12:51 PM	APRV
5	Auditor's Office	Linda Fong	04/21/2007 10:43 AM	APRV
6	Court Administrator			NEW

Form Started By: Rocio Villarreal

Started On: 04/18/2007 04:49 PM

Final Approval Date:

V·A Architecture

April 19, 2007

Martha L. Salazar
Purchasing Agent
Hidalgo County Purchasing Dept.
Hidalgo County Administration Building
Fourth Floor
100 E. Cano
Edinburg, Texas 78539

RE: New Offices for Hidalgo County Pct. 4

Ms. Salazar:

After reviewing the county pool of materials testing laboratories, we recommend Raba-Kistner Consultants as the best qualified to provide the services for geotechnical investigation and construction materials testing for the above referenced project.

Should you have any questions, please phone our office.

Sincerely,



Tomás René Canul
07-1002\LTR\SALAZAR\041907

cc: Commissioner Oscar L. Garza, Hidalgo County Pct. 4

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

AI-3553

16.A.11.

**Exercise additional 1 year extension for Starr Telecommunication; All Valley Communications
CC REGULAR**

Date: 04/24/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

A. Requesting authority to exercise the additional one year extension as provided in current contract for "Cabiling Installation, Time, and Material" for Hidalgo County, under the same rates, terms, and conditions with Starr Telecommunications, Etc. C-06-174-05-16 Effective: 05/17/07-05/16/08

B. Requesting authority to exercise the additional one year extension as provided in current contract for "Cabiling Installation, Time, and Material" for Hidalgo County, under the same rates, terms, and conditions with All Valley Communications. C-06-174A-05-16 Effective: 05/17/07-05/16/08

BACKGROUND

Revenue & Expenditures

Attachments

Link: [1 Year Ext.-Starr Telecommunication](#)

Link: [1 Year Ext. All Valley Communication](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 04:29 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 04:35 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/20/2007 09:14 AM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 10:43 AM	APRV
5	Court Administrator			NEW

Form Started By: Rocio Villarreal

Started On: 04/18/2007 04:31 PM

Final Approval Date:



April 19, 2007

PURCHASING DEPARTMENT

County Of Hidalgo

Leonel J. Lopez, Owner
Starr Telecommunication, Etc., LLC
7130 W. Expressway 83 #90
Mission, Texas 78572

Via Fax (956) 519-7859

Re: "Cabling Installation, Time & Materials"

Dear Mr. Lopez:

Please be advised, Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, April 24, 2007 to exercise the option to extend the contract for a one (1) year period (as stated in the current contract Specifications, Requirements and Other Terms & Conditions). Commencement date (if approved) will become effective as of May 16, 2007. Please acknowledge receipt of notice of intent to extend contract of same by signing below and returning to the Purchasing Department by no later than, Monday, April 23, 2007, 5:00 p.m., via facsimile to (956) 956-318-2629.

_____ Yes, I hereby agree to extend the (1) one year extension of the contract under the same rates, terms, and conditions.

Comments (If any):

Company: Starr Telecommunication Etc., LLC

By: _____

Date: _____

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

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager



April 19, 2007

PURCHASING DEPARTMENT
County Of Hidalgo

Jesse Garcia, Jr., Owner
All Valley Communication
120 N. Main Street
La Feria, Texas 78559

Via Fax (956) 797-9766

Re: "Cabling Installation, Time & Materials"

Dear Mr. Garcia:

Please be advised, Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, April 24, 2007 to exercise the option to extend the contract for a one (1) year period (as stated in the current contract Specifications, Requirements and Other Terms & Conditions). Commencement date (if approved) will become effective as of May 16, 2007. Please acknowledge receipt of notice of intent to extend contract of same by signing below and returning to the Purchasing Department by no later than, Monday, April 23, 2007, 5:00 p.m., via facsimile to (956) 956-318-2629.

_____ Yes, I hereby agree to extend the (1) one year extension of the contract under the same rates, terms, and conditions.

Comments (If any):

Company: All Valley Communication

By: _____

Date: _____

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

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

AI-3514

16.B.1.

One (1) New Model TX970B Backhoe Loader
CC REGULAR

Date: 04/24/2007

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Agenda Item

CAPTION

Requesting authority to purchase through the Inter Local Agreement with Houston-Galveston Area Council (H-GAC) vendor H&V Equipment and approval of specifications attached hereto for:

One (1) New Model TX970B Backhoe Loader @ (7-181)	\$97,152.49
H-GAC Fee	\$ 1,457.29
Total	\$98,609.78

BACKGROUND

H-GAC Contract Pricing Worksheet

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1336-431-00-122-030-0-742

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$600,329.99 as of 4/20/07.

Attachments

Link: One New Model TX970B Backhoe Loader

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 12:34 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 03:56 PM	APRV
3	Dale Kennan	Dale Kennan	04/20/2007 10:28 AM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 10:45 AM	APRV
5	Court Administrator			NEW

Form Started By: Juan Tapia

Started On: 04/18/2007 10:13 AM

Final Approval Date:



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract
No.:

Date
Prepared: 4/17/2007

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 Precint #2 301 E. State St. Pharr, TX 78577	Contractor:	H & V Equipment, Inc.
Contact Person:	Richard Cuellar	Prepared By:	Thad R. Moore
Phone:	(956) 787-1891	Phone:	(956) 565-3788
Fax:	(956) 787-4683	Fax:	(956) 565-2252
Email:		Email:	HVPROGRESO@AOL.COM
Product Code:		Description:	Terex TX970B Backhoe Loader

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$70,156.49

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
Multi Purpose Bucket	\$3,890.00		\$0.00
Cab	\$4,625.00		\$0.00
Air Conditioning	\$3,370.00		\$0.00
Beacon	\$80.00		\$0.00
Loader Pin Kit	\$180.00		\$0.00
Bucket Pin Kit	\$95.00		\$0.00
Hydraulic Kit for Backhoe	\$2,500.00		\$0.00
48" Tilting Bucket XLS	\$4,995.00		\$0.00
Hydraulic Operated XLS Coupler	\$2,800.00		\$0.00
Weld-On Bracket For XLS Coupler	\$711.00		\$0.00
	\$0.00	Subtotal From Additional Sheet(s):	\$0.00
	\$0.00	Subtotal B:	\$23,246.00

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
PDI-Make Ready- Warranty Reserve	\$3,000.00		\$0.00
	\$0.00	Subtotal From Additional Sheet(s):	\$0.00
	\$0.00	Subtotal C:	\$3,000.00

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: 3%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Freight Adjustment	\$750.00	Percentage Off List Price	0.00%
	\$0.00	Subtotal D:	\$750.00

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) \$97,152.49

Quantity Ordered: 1 X Subtotal of A + B + C + D: \$97,152.49 = Subtotal E: \$97,152.49

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: \$1,457.29

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
	\$0.00		\$0.00
		Subtotal G:	\$0.00

Delivery Date: **H. Total Purchase Price (E+F+G):** \$98,609.78

AI-3566

16.B.2.

**Supplemental Agreement No. 3/
CC REGULAR**

Date: 04/24/2007
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. Requesting approval of Supplemental Agreement No. 3 under the current agreement, with R. Gutierrez Engineering for the "Nolana Loop (from FM 1426 east to FM 88)" to reflect revision of Article 3.1; Exhibit B; Exhibit C; and Exhibit D.
B. Requesting approval of Change Order No. 4 (decrease) in connection with "McColl Road Improvement" in the amount of \$10,299.60 from Mission Paving Co., and as recommended by project engineer R. Gutierrez Engineering Corp., and with authority for County Judge to execute document; **C-06-207-06-20**
C. Presentation for discussion, consideration, acceptance, and approval of Request for Payment Application No. 4 in the amount of \$14,085.09 from Van Teck Landscaping & Erosion Control Inc. contracted vendor for "Pond/Wetland Construction for the North San Juan Park" and certified for payment by project engineer, R. Gutierrez Engineering Corporation. **C-06-098-03-21**

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1287-452-00-122-019-5-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

\$15,650.10 available balance P.O. # 569486 as of 04/20/2007

Attachments

Link: SA#3;Change Order No. 4; Payment Appl. No. 4

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 04:29 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 04:37 PM	APRV
3	Sergio Cruz	Sergio Cruz	04/20/2007 06:24 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 11:17 AM	APRV
5	Mike Escaname			NEW
6	Court Administrator			

Form Started By: Rocio Villarreal

Started On: 04/18/2007 04:59 PM

Final Approval Date:

THE STATE OF TEXAS §
 §
 COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO. 3
 TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS Agreement is made this ____ day of April, 2007 by and between the **HIDALGO COUNTY**, acting herein by and through the **HIDALGO COUNTY COMMISSIONERS COURT**, hereinafter called the "**Owner**", and **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed that one certain Agreement on the 27th day of February, 2001 concerning the providing of professional engineering and surveying services for the development of a design schematic, environmental assessment, right-of-way map, and full plans, specifications and estimate (PS&E) for the upgrading of Nolana Loop from county road standards to Farm-to-Market standards from FM 1426 (Raul Longoria Rd) east to FM 88 (the "**Agreement**"). The engineering and surveying services shall be performed to meet Texas Department of Transportation (TxDOT) standards for Farm-to-Market road construction (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 8 of the Agreement, (Supplemental Agreements), establishes that the terms of the Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**; and,

WHEREAS, it has become necessary to amend the Agreement to

(1) revise "Exhibit B – Scope of Work" of this Agreement to develop the entire length of project, a 9.90 mile section, as an urban boulevard type roadway with curb & gutter and a storm sewer system,

(2) revise "Exhibit B – Scope of Work" of this Agreement dividing the 9.9 mile long project into four parts,

(3) revise "Exhibit C – Work Schedule" of this Agreement to allow for the revised design requirements and to complete other necessary elements of the project,

(4) revise Article 3.1 "Termination Date" of this Agreement to coincide with the revised "Exhibit C – Work Schedule" of this Agreement,

(5) revise Exhibit D1 – Cost Proposal of this Agreement to allow for additional compensation due the **Engineer** for the additional work required to be performed due to the increased complexity of developing the entire length of project, a 9.90 mile section, as an urban boulevard type roadway with curb & gutter and a storm sewer system, and

(6) revise Article 5 "Compensation and Fees" of the Agreement to increase the lump sum fee payable by the **Owner** to the **Engineer**.

Hidalgo County / R. Gutierrez Engineering Corporation
 Nolana Loop – FM 1426 to FM 88

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that the **Agreement** is amended as follows:

I. Exhibit B of the Agreement (Services to be Provided by the Engineer) as follows:

PHASE I – PRELIMINARY ENGINEERING

The first sentence is deleted and the following is inserted in lieu thereof:

“The **Engineer** will perform, or provide for, professional engineering, surveying, environmental and public involvement services for the preliminary engineering part of the development and upgrading of a 9.9 mile section of Nolana Loop from county road standards to urban curb & gutter (boulevard type) standards.”

PHASE III – PLANS DEVELOPMENT

The first sentence is deleted and the following is inserted in lieu thereof:

“The **Engineer** will perform, or provide for, professional, surveying, geotechnical and engineering design services for the preparation of plans for the development and upgrading of 9.9 mile section of Nolana Loop from county road standards to urban curb & gutter (boulevard type) standards.”

II. Exhibit B of the Agreement (Services to be Provided by the Engineer), as follows:

Amendment I of Supplemental Agreement No. 1 is deleted and the following is inserted in lieu thereof:

“The project will be developed in four parts. Part 1 will include Phase I work on the entire 9.9 mile section of project, Phase II and Phase III work on a 2.25 mile section of road with limits from FM 1426 (Raul Longoria Road) east to 0.25 miles east of FM 907 (Alamo Road). Part 2 will include Phase II and Phase III work on a 2.35 mile section of road with limits from 0.25 miles east of FM 907 (Alamo Road) to 0.25 miles east of FM 1423 (Val Verde Road). Part 3 will include Phase II and Phase III work on a 2.60 mile section of road with limits from 0.25 miles east of FM 1423 (Val Verde Road) to 0.25 miles east of FM 493 (La Blanca Road). Part 4 will include Phase II and Phase III work on a 2.70 mile section of road with limits from 0.25 miles east of FM 493 (La Blanca Road) east to FM 88 (Ruben Hinojosa Highway).”

III. Exhibit C of the Agreement (Work Schedule) is replaced with the “Exhibit C” attached hereto bearing a footnoted revision date of 04-10-07.

III. Article 3.1 of the Agreement (Termination Date) is deleted and the following is inserted in lieu thereof:

Hidalgo County / R. Gutierrez Engineering Corporation
Nolana Loop – FM 1426 to FM 88

SUPPLEMENTAL AGREEMENT NO. 3

Page 2 of 3

"This Agreement shall terminate at the close of business on **January 31, 2012** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.

- IV. Exhibit D1 of the Agreement (Cost Proposal) is replaced with "Exhibit D1 attached hereto bearing a footnoted revision date of 04-10-07.
- V. Article 5 of the Agreement (Compensation and Fees) first sentence is amended to read as follows:

"For and in consideration of the services to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the lump sum fee (hereinafter referred to as the "**Fee**") payable by the **Owner** to the **Engineer** is One Million Eight Hundred Sixty Thousand dollars (\$ 1,860,000)."

Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
R. GUTIERREZ ENGINEERING CORPORATION

BY: _____

Ramiro Gutierrez, P.E., President

THE OWNER:
HIDALGO COUNTY

BY: _____

County Judge

LIST OF ATTACHMENTS:

"Exhibit C" – Revised 04-10-07
"Exhibit D1" – Revised 04-10-07

Hidalgo County / R. Gutierrez Engineering Corporation
Nolana Loop – FM 1426 to FM 88

SUPPLEMENTAL AGREEMENT NO. 3
Page 3 of 3

EXHIBIT "C"

Work Schedule

For this Agreement, the **Engineer** shall perform the work identified in EXHIBIT "B" in accordance with the following schedule:

PART 1

PROJECT MILESTONES

SCHEDULE *

Phase I – Preliminary Engineering - (Entire Length of Project – 9.9 Miles)

Project Notice to Proceed	February 1, 2001
Surveying for Planimetrics	Sep 1 to Nov 1, 2002
Develop Planimetrics	Dec 1, 2002 to Feb 1, 2003
Preliminary Schematic Design	Jan 1, 2003 to Aug 1, 2006
Informal Public Meetings	Aug 1 to Sep 1, 2006
Environmental Assessment	Feb 1, 2003 to May 1, 2007
Receive Authorization for Public Hearings	Dec 1, 2007
Public Hearing Process	Dec 1, 2007 to Feb 1, 2008
Final Schematic Design	Jan 1 to Feb 1, 2008
Obtain Environmental Clearance	Feb 1 to March 1, 2008

Phase II – Right-of-Way Map - (Raul Longoria Road to 0.25 miles east of Alamo Road – 2.25 miles)

Title Reports	Aug 1, 2002 to Apr 1, 2005
Abstract Right-of-Way Map	Sep 1, 2002 to May 1, 2005
Surveying for Right-of-Way Map	Oct 1, 2002 to Oct 1, 2005
Prepare Field Notes & Parcel Sketches	Oct 1, 2002 to Oct 1, 2005
Final Right-of-Way Map	October 1, 2005

Phase III – Plans Development - (Raul Longoria Road to 0.25 miles east of Alamo Road – 2.25 miles)

Begin Plan Development	Dec 1, 2002
Surveying – Field Verification	Feb 1, 2003 to Aug 1, 2005
Geotechnical Investigation	Feb 1, 2003 to Aug 1, 2005
Develop Detailed Plans	Feb 1, 2003 to Oct 1, 2007
TxDOT Review	Oct 1, 2007 to Feb 1, 2008
Project Letting	March 7, 2008

The **Engineer** will diligently pursue to complete Phases I, II and III for a 2.25 mile section from Raul Longoria Road to 0.25 miles east of Alamo Road. Phase I work for the entire length of project will proceed as expeditiously as possible but Phase II & III of the work for the 2.25 mile section will be completed by March 7, 2008.

Hidalgo County / R. Gutierrez Engineering Corporation
Nolana Loop – From FM 1426 to FM 88

Revised 04-10-07

EXHIBIT "C"
Page 1 of 3

PART 2**PROJECT MILESTONES****SCHEDULE *****Phase II – Right-of-Way Map – (0.25 miles east of Alamo Road to 0.25 miles east of FM 1423 – 2.25 miles)**

Title Reports	Sep 1, 2007 to Apr 1, 2008
Abstract Right-of-Way Map	Sep 1, 2007 to May 1, 2008
Surveying for Right-of-Way Map	Oct 1, 2007 to Jul 1, 2008
Prepare Field Notes & Parcel Sketches	Oct 1, 2007 to Jul 1, 2008
Final Right-of-Way Map	August 1, 2008

Phase III – Plans Development – (0.25 miles east of Alamo Road to 0.25 miles east of FM 1423 – 2.25 miles)

Begin Plan Development	Aug 1, 2008
Surveying – Field Verification	Apr 1, 2003 to Aug 1, 2008
Geotechnical Investigation	Apr 1, 2003 to Aug 1, 2008
Develop Detailed Plans	Sep 1, 2008 to Aug 1, 2009
TxDOT Review	Aug 1, 2007 to Dec 1, 2009
Project Letting	December 8, 2009

PART 3**PROJECT MILESTONES****SCHEDULE *****Phase II – Right-of-Way Map – (0.25 miles east of FM 1423 to FM 88 - 5.4 Miles)**

Title Reports	Sep 1, 2008 to Apr 1, 2010
Abstract Right-of-Way Map	Sep 1, 2008 to May 1, 2010
Surveying for Right-of-Way Map	Oct 1, 2008 to Jul 1, 2010
Prepare Field Notes & Parcel Sketches	Oct 1, 2008 to Jul 1, 2010
Final Right-of-Way Map	August 1, 2010

Phase III – Plans Development – (0.25 miles east of FM 1423 to FM 88 - 5.4 Miles)

Begin Plan Development	Aug 1, 2009
Surveying – Field Verification	Jun 1, 2003 to Aug 1, 2009
Geotechnical Investigation	Jun 1, 2003 to Aug 1, 2009
Develop Detailed Plans	Sep 1, 2007 to Aug 1, 2011
TxDOT Review	Aug 1 to Dec 1, 2011
Project Letting	December 9, 2011

Hidalgo County / R. Gutierrez Engineering Corporation
Nolana Loop – From FM 1426 to FM 88

Revised 04-10-07

EXHIBIT "C"
 Page 2 of 3

* - This schedule is based on the expectations that Federal Funding will be made available for this project on October 1, 2005. This project will become an Hidalgo County MPO funded project.

The **Engineer** will diligently pursue the completion of this work authorization as defined by the milestones and deliverable due dates outlined in the approved work schedule. Whenever possible and when it is considered advantageous to the **Owner**, **Engineer** may commence work items prior to the dates outlined in the approved work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

Revised 04-10-07

Hidalgo County / R. Gutierrez Engineering Corporation
Nolana Loop - From FM 1426 to FM 88

EXHIBIT "C"
Page 3 of 3

**R. GUTIERREZ ENGR CORP
SUMMARY**

**EXHIBIT D1
Cost Proposal**

ENGINEERING FEE
Nolana Loop
From FM 1426 to FM 88

TASK	CONTRACT AMOUNT	FEE BREAKDOWN	
		PART 1 WORK (2.25 MI)	PART 2 WORK (2.25 MI)
PHASE I - PRELIMINARY ENGINEERING			
SURVEYING - SETTING PANELS FOR FLIGHT	\$55,000	\$55,000	\$0
SCHEMATIC DESIGN	\$187,000	\$187,000	\$0
ENVIRONMENTAL ASSESSMENT	\$90,000	\$90,000	\$0
PUBLIC HEARING	\$20,000	\$20,000	\$0
SUB-TOTAL	\$352,000	\$362,000	\$0
PHASE II - RIGHT-OF-WAY ACQUISITION			
R.O.W. MAP	\$220,000	\$50,000	\$50,000
SUB-TOTAL	\$220,000	\$50,000	\$50,000
PHASE III - PLANS DEVELOPMENT			
SURVEYING - FIELD VERIFICATION	\$62,000	\$14,091	\$14,091
GEOTECHNICAL INVESTIGATION	\$30,000	\$6,818	\$6,818
ENGINEERING	\$1,196,000	\$271,818	\$271,818
SUB-TOTAL	\$1,288,000	\$292,727	\$292,727
TOTAL LUMP SUM FEE	\$1,860,000	\$694,727	\$694,727

R. Gutierrez Engineering Corporation
Nolana Loop - FM 1426 to FM 88

CHANGE ORDER NUMBER FOUR (4)

PROJECT: MCCOLL ROAD IMPROVEMENTS

DATE OF ISSUANCE: April 3, 2007 EFFECTIVE DATE: April 3, 2007

OWNER: HIDALGO COUNTY PRECINCT NO. 2

OWNER's Contract No.: C-06-207-06-20-VGG

CONTRACTOR: Mission Paving Co., Inc. ENGINEER: R. Gutierrez Engineering Corporation

P.O. Box 949 130 E. Park Ave.

Mission, TX 78573 Pharr, TX 78577

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

Description:

1. Item 164 - Cell Fiber Seeding (Perm)(Urban) (Clay).
2. Item 164 - Cell Fiber Seeding (Temp)(Warm).
3. Item 168 - Vegetative Watering.
4. Item 644 - Ins Sm. Sn.Sup. & Ass. TY S80(1)SA(T).

Reason for Change Order:

1. Item 164 cell fiber seeding (perm)(urban)(clay) was deleted. Seeding was never applied after construction.
2. Item 164 cell fiber seeding (temp)(warm) was deleted. Seeding was never applied after/during construction.
3. Item 168 Vegetative watering was deleted. Seeding was never applied after/during construction.
4. Item 644 Small sign was deleted. Sign was never put up.

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$	361,805.00	Substantial Completion: <u>45</u>	
		calendar days or dates	
Net Changes from previous Change Order		Net change from previous Change Orders	
\$	(6,926.93)	0	
		calendar days	
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$	355,878.07	Substantial Completion: <u>45</u>	
		calendar days or dates	
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$	(10,299.80)	0	
		calendar days	
Contract Price with all approved Change Orders	Net % Increase (decrease) from original contract price.	Contract Time with all approved Change Orders	
\$	345,578.27	(4.50) %	
		Substantial Completion: <u>45</u>	
		calendar days or dates	

RECOMMENDED:

By:

John P. E.

Date:

4/3/07

APPROVED:

By:

Owner (Authorized Signature)

Date:

ACCEPTED:

By:

John L. Anderson, Sec-Treas

Date:

4-3-07

APPLICATION FOR PAYMENT NO. 4

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: Van Tech Landscaping & Erosion Control Inc. (CONTRACTOR)
 Contract: C-06-098-03-15-VGG
 Project: POND/WETLAND CONSTRUCTION FOR THE NORTH SAN JUAN PARK - HIDALGO COUNTY PRECINCT NO. 2
 OWNER's Contract No. C-06-098-03-15-VGG ENGINEER's Project No. ENG01.002
 For Work accomplished through the date of: 4/10/2007

1. Original Contract Price:	\$	115,060.10
2. Net change by Change Orders and Written Agreements (+ or -):	\$	-
3. Current Contract Price (1 plus 2):	\$	115,060.10
4. Total completed and stored to date:	\$	115,060.10
5. Retainage (per Agreement):		
<u>10</u> % of completed Work:	\$	11,506.01
<u> </u> % of stored material:	\$	-
Total Retainage:	\$	11,506.01
6. Total completed and stored to date less retainage (4 minus 5):	\$	103,554.09
7. Less previous Application for Payments:	\$	89,410.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$	14,085.09

Accompanying Documentation:

7-1287-452-00-122-019-5-739

Req. #92157

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 4 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 4/13/07
 State of TEXAS
 County of HIDALGO
 Subscribed and sworn to before me this 13th
 day of APRIL 2007

Van Tech Landscaping & Erosion Control Inc.
 CONTRACTOR

By: Vanque DeLeon

Notary Public

My Commission expires:

12/16/07

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 4/13/07

R. GUTIERREZ ENGINEERING CORPORATION
 ENGINEER

By: [Signature]

INVOICE RECEIVED BY:

[Signature] ON 4/16/07

GOODS/SERVICES RECEIVED BY:

[Signature] ON 4/16/07

AI-3530

16.B.3.

HIDALGO COUNTY PRECINCT NO 2

CC REGULAR

Date: 04/24/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Agenda Item

CAPTION

Requesting authority to advertise for Hidalgo County Precinct No 2 "Hauling Services" and approval of specifications. Bid No 07-004

BACKGROUND

Revenue & Expenditures

Attachments

Link: [2007 Exp Rpt-Object 346](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 04:05 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 04:13 PM	APRV
3	Dale Kennan	Dale Kennan	04/20/2007 10:44 AM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 11:18 AM	APRV
5	Court Administrator			NEW

Form Started By: Laura Moya

Started On: 04/18/2007 01:56 PM

Final Approval Date:

Run Date 04/20/07 10:43 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

<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>
1100 GENERAL FUND						
7-1100-432-00-122-001-0-346 SANITATION PCT.2-HAULING SERVICE	2,000.00	.00	.00	.00	2,000.00	.00
1100 GENERAL FUND	2,000.00	.00	.00	.00	2,000.00	.00
1202 R&B PRECINCT NO.2						
7-1202-431-00-122-006-0-346 PCT.2 P/U RD-HAULING SERVICE	100,000.00	62,908.00	25,092.00	25,092.00	12,000.00	88.00
1202 R&B PRECINCT NO.2	100,000.00	62,908.00	25,092.00	25,092.00	12,000.00	88.00
1212 PARKS PRECINCT NO.2						
7-1212-452-00-122-008-0-346 PARKS PCT.2-HAULING & FREIGHT SERVICE	1,000.00	.00	.00	.00	1,000.00	.00
1212 PARKS PRECINCT NO.2	1,000.00	.00	.00	.00	1,000.00	.00
7 YEAR	103,000.00	62,908.00	25,092.00	25,092.00	15,000.00	85.44

AI-3551

16.C.1.

**Substantial Completion JM Construction
CC REGULAR**

Date: 04/24/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Agenda Item

CAPTION

A. Requesting approval of a "Certificate of Substantial Completion" with JM Construction, reflecting the substantial completion date of March 28, 2007 for the **"Paula Drive Paving and Drainage Improvements"** for Precinct No. 3. **C-0 C-06-295-11-28**

B. Requesting for approval to correct previous action taken in Commissioners' Court on 2/20/07 on Work Authorization 1 to read Work Authorization 2 with L&G Engineering to provide Hidalgo County Precinct No. 3 with engineer services for **"Paula Drive Paving and Drainage Improvements."**

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Impact.

Attachments

Link: [JM Construction](#)

Link: [WA#2](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 04:08 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 04:34 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/20/2007 09:38 AM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 11:19 AM	APRV
5	Court Administrator			NEW

Form Started By: Rocio Villarreal

Started On: 04/18/2007 04:25 PM

Final Approval Date:

CERTIFICATE OF SUBSTANTIAL COMPLETION

THIS IS TO CERTIFY THAT ON MARCH 28, 2007 A FINAL INSPECTION was made of the project herein described:

CONTRACT

CONTRACT DATE: November 28, 2006

OWNER: Hidalgo County Precinct No. 3

CONSTRUCTION CONTRACTOR: JM Construction OF THE CITY OF WESLACO,
STATE OF TEXAS.

PROJECT DESCRIPTION

CONSTRUCTION OF: Hidalgo County Precinct No. 3
Paula Drive Paving and Drainage Improvements
(Breyfogle Road to Moorefield Road)

CONTRACT # C-06-295-11-28

Located in or near the Hidalgo County Precinct #3.

THIS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exception: None
2. That the sum of (0), deducted from final payment of the JM Construction, is a fair and equitable settlement for the foregoing except work.
3. That JM Construction has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That JM Construction has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good faulty workmanship and/or materials discovered in the work within a period of one year from date of final inspection, as provided in said contract.
5. Amount of Original Contract : \$219,422.00
Present Amount of Contract: \$204,700.00
Total Amount of earned to date: \$204,700.00
Less: previous payments: \$163,184.40
Authorized deductions: \$ 0.00
AMOUNT OF FINAL PAYMENT: \$ 41,537.60 (\$21,065.40 Payment Request No. 2)
(\$20,472.20 10% Retainage)
6. That the final payment in the amount of (\$41,537.60) is now due and payable.

CONCURRED BY:

JM Construction

By: 
Juan Mendoza, President

Javier Hinojosa Engineering

By: 
Javier Hinojosa, P.E.

Hidalgo County

By: _____
Juan D. Salinas III, County Judge

HIDALGO COUNTY

Professional Engineering Services

Contract # L37600

Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L&G Engineering Laboratory 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 Geotechnical and Construction Material Testing Services for Paula Drive Paving and Drainage Improvements.

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 \$5,000.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as **EXHIBIT "D"**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. _____ shall be funded through funding source:

Account No. 7-1336-431-00-123-040-0-731

Requisition Number 105945 (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. #3 Commissioner Joe M. Flores, as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. #3:

BY: _____

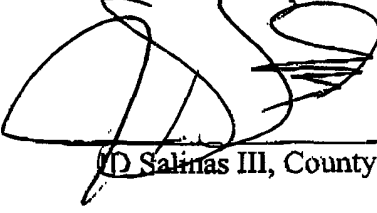
PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 2/20/07 as indicated below and effective as of 20th day of Feb, 2007.

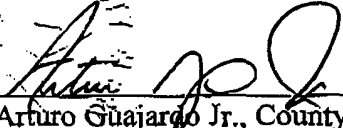
THE ENGINEER:
(L&G Engineering Laboratory)


Jacinto Garza, P.E., President

THE OWNER:
HIDALGO COUNTY


JD Salinas III, County Judge

ATTEST:


Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

AI-3555

16.D.1.

VA Architecture-Invoices 07-1002

CC REGULAR

Date: 04/24/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Agenda Item

CAPTION

Approval of Request for Payment No. One in the amount of \$25,350.00, from V-A Architecture, contracted architect for "New Offices for Hidalgo County Pct. 4." **C-07-033-04-17**

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1336-431-00-124-032-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

\$39,000.00 available P.O. # 583868 balance as of 04/20/2007

Attachments

Link: [Payment No. One](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 12:40 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 04:04 PM	APRV
3	Sergio Cruz	Sergio Cruz	04/20/2007 03:19 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 11:21 AM	APRV
5	Court Administrator			NEW

Form Started By: Rocio Villarreal

Started On: 04/18/2007 04:36 PM

Final Approval Date:

V·A Architecture

REQUEST FOR PAYMENT NO: One (Revised)

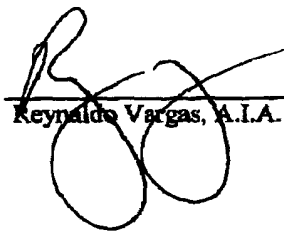
Project Name: New Offices for Hidalgo County Pct. #4
 Edinburg, Texas
 Architectural Firm: V-A Architecture
 Address: 2029 Industrial Drive
 City/State: McAllen, Texas 78504

No. 07-1002

Project	Contract Amount *\$	\$600,000.00	Arch % Rate:	6.5%	*\$ Max. Contract Amt.	\$39,000.00
Scope of Services	Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request	
Schematic Design						
A/E Fee 15%	*\$ 5,850.00	100%	*\$ 5,850.00	*\$ 0.00	*\$ 5,850.00	
Design Development						
A/E Fee 20%	*\$ 7,800.00	100%	*\$ 7,800.00	*\$ 0.00	*\$ 7,800.00	
Constr. Doc. Phase						
A/E Fee 40%	*\$ 15,600.00	75%	*\$ 11,700.00	*\$ 0.00	*\$ 11,700.00	
Bidding Phase						
A/E Fee 5%	*\$ 1,950.00	0%	*\$ 0.00	*\$ 0.00	*\$ 0.00	
Construction Adm.						
A/E Fee 20%	*\$ 7,800.00	0%	*\$ 0.00	*\$ 0.00	*\$ 0.00	
Reimbursables	*\$ 0.00	0%	*\$ 0.00	*\$ 0.00	*\$ 0.00	
TOTALS	*\$ 39,000.00		*\$ 25,350.00	*\$ 0.00	*\$ 25,350.00	
Total Amount This Request					*\$ 25,350.00	

I certify that the above is true and correct to the best of my knowledge.

VA Architecture April 18, 2007
 Architect Date


 Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE
 SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
 2029 Industrial Drive
 McAllen, Texas 78504
 (956) 631-2242

Reg. 109172

AI-3453

16.E.1.

**Health Department Central Office Parking Lot (paving) Improvements
CC REGULAR**

Date: 04/24/2007

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

Recommending of bid award and approval of contract (subject to legal review) to lowest bidder meeting all specifications as attached hereto for: "Health Department Central Office Parking Lot (paving) Improvements" RFB (6-383)

BACKGROUND

Recommendations Letter from Project Engineer Javier Hinojosa C-05-271-09-06
Bid Tabulation Sheet
Bid Form and Bid Bond
DRAFT - Service / Contract Document

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1334-441-00-340-022-0-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$520,000.00 available account balance as of 04/13/2007

Attachments

Link: [Health Department CO Parking Lot Improvements](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/13/2007 02:59 PM	APRV
2	Budget & Management	Dina Trevino	04/13/2007 03:27 PM	APRV
3	Sergio Cruz	Sergio Cruz	04/13/2007 04:28 PM	APRV
4	Sergio Cruz		04/13/2007 04:28 PM	PEND
5	Sergio Cruz		04/13/2007 04:28 PM	PEND
6	Auditor's Office		04/13/2007 04:28 PM	
7	Court Administrator		04/13/2007 04:28 PM	

Form Started By: Juan Tapia

Started On: 04/13/2007 11:00
AM

Final Approval Date: 04/13/2007

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

March 30, 2007

Mr. Juan Tapia, Buyer
Hidalgo County Purchasing Department
100 E. Cano Street, 4th Floor
Edinburg, Texas 78539

**Re: Hidalgo County Parking Lot Improvements for Health Dept.
Bid No. CAP 06-383-03-07-jmt**

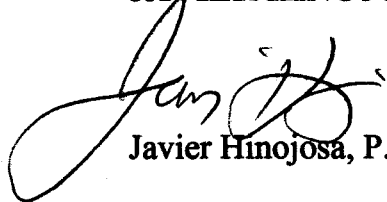
Dear Mr. Tapia,

Bids were received and opened for the Hidalgo County Parking Lot Improvements for the Health Department Bid No. CAP 06-383-03-07-jmt on March 7, 2007. A total of two (2) bids were received with Jimmy Closner & Sons Construction Company, Inc., being the low bidder with a total base bid of \$167,460.00. Attached is a copy of the bid tabulation for your review. This project involves reconstruction of the existing parking lot at the County's Health Department. The County's Precinct construction crews will be providing the labor and material for the subgrade preparation, placement of the caliche base and placement of the hot mix. The Contractor for this project, Jimmy Closner & Sons Construction Company, Inc., will be responsible for construction of the drainage improvements and all curb and gutter and concrete work associated with the new parking lot. Jimmy Closner & Sons Construction Company, Inc. is a reputable firm who has constructed numerous projects within Hidalgo County. We recommend award of the contract to Jimmy Closner & Sons Construction Company, Inc. in the amount of \$167,460.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.

416 E. Dove Avenue

McAllen, Texas 78504

Tel: (956) 668-1588

Fax: (956) 994-8102

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET
BID No. 06-383-03-07-jmt

DEPARTMENT NAME: Hidalgo County- Health Dept.

BID OPENING DATE: March 07, 2007

BID OPENING TIME: 4:00 P.M.

DESCRIPTION OF BID: "Parking Lot Improvements for Hidalgo County Health Dept."

BUYER: Juan Tapia

BID # RFB#	NAME OF COMPANY	UNIT PRICE	BID TOTAL PRICE	BID BOND OR CHECK INCLUDE
1.	Jimmy Closner & Sons Const		\$ 167,460.00	ok
2.	J M Construction		\$ 254,600.00	ok
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

BID PROPOSAL FORM

TO: Juan D. Salinas III, County Judge
Hidalgo County
100 E. Cano
Edinburg, Texas 78539

RE: Hidalgo County - Parking Lot Improvements for Hidalgo County Health Dept.

Pursuant to Advertisement for Bids and Instructions to Bidders, the undersigned Bidder hereby proposes to furnish all the necessary plans, labor, materials, tools, and equipment and to perform all the work for the described project in strict accordance with the plans, contract documents, and any attached Addenda. The Bidder binds himself, upon acceptance of his proposal, to execute a contract and bond according to the time stated and is required by the Plans, Contract Documents, and any attached Addenda for the following price, to wit:

ENGINEER'S ESTIMATE OF QUANTITIES-APPROXIMATE ONLY

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	ITEM TOTAL
A. <u>Parking Lot Improvements for Hidalgo County Health Dept.</u>				
1.	6" Curb & Gutter (18")	3,700 LF	@ \$ <u>8.75</u>	= \$ <u>32,375.00</u>
2.	Break Exist. Curb & Replace w 72" Valley Gutter	170 LF	@ \$ <u>45.00</u>	= \$ <u>7,650.00</u>
3.	6" Reinforced Concrete Aprons	250 SY	@ \$ <u>54.00</u>	= \$ <u>13,500.00</u>
4.	36" Valley Gutter	90 LF	@ \$ <u>25.00</u>	= \$ <u>2,250.00</u>
5.	4" PVC Conduit	1,000 LF	@ \$ <u>8.00</u>	= \$ <u>8,000.00</u>
6.	18" RC Pipe	1,080 LF	@ \$ <u>42.00</u>	= \$ <u>45,360.00</u>
7.	Trench Protection	1,080 LF	@ \$ <u>5.00</u>	= \$ <u>5,400.00</u>
8.	Curb Inlet	6 EA	@ \$ <u>2,200.00</u>	= \$ <u>13,200.00</u>
9.	Grate Inlets	9 EA	@ \$ <u>2,800.00</u>	= \$ <u>25,200.00</u>
10.	Wheel Chair Ramps	3 EA	@ \$ <u>800.00</u>	= \$ <u>2,400.00</u>

11. Remove & Replace 4' Wide Sidewalk	40 LF	@	\$ <u>20.00</u>	=	\$ <u>800.00</u>
12. Parking Stall Striping	5,200 LF	@	\$ <u>.50</u>	=	\$ <u>2,600.00</u>
13. Handicap Assembly Striping	5 EA	@	\$ <u>85.00</u>	=	\$ <u>425.00</u>
14. Tie To Exist. Curb Inlet	1 EA	@	\$ <u>200.00</u>	=	\$ <u>200.00</u>
15. Tie To Exist. Drain Manhole	1 EA	@	\$ <u>1,800.00</u>	=	\$ <u>1,800.00</u>
16. Tie To Exist. 18" Drain Line W/Manhole	1 EA	@	\$ <u>2,800.00</u>	=	\$ <u>2,800.00</u>
17. Silt Fencing	1,000 LF	@	\$ <u>3.50</u>	=	\$ <u>3,500.00</u>

RECEIVED

TOTAL BASE BID (Item A): \$ 167,460.00

MAR 07 2007
PURCHASING DEPT.
4:10 PM

Enclosed with this Proposal is a Cashier's Check or Certified Check for _____
 (\$ _____) Dollars, or a Proposal Bond in the sum of Five Percent
 (\$ _____) Dollars, which it is agreed shall be collected and retained by the
 Owner as liquidated damages in the event this proposal is accepted by the Owner and the
 undersigned Bidder fails to execute a contract with the Owner under the conditions hereof within
 ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be
 returned to the undersigned upon demand.

(Fax Number)

Bid
for
HIDALGO COUNTY
"PARKING LOT IMPROVEMENTS FOR HIDALGO COUNTY HEALTH DEPT."
BID NO.: 06-383-03-07-jmt

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Jimmy Closner & Sons Construction Co., INC.

Address:

P.O. BOX 170 MERLEDES, TX 78570

By:

Michael

Printed Name:

Michael Closner

Title:

Corp. Sec.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Jimmy Closner & Sons Construction Co., Inc.
as Principal, (hereinafter called the "Principal"), and
Fidelity & Deposit Co of Maryland
a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the
"Surety") are held and firmly bound unto Hidalgo County Health Department
as Obligee, (hereinafter called the "Obligee"), in the sum of
Five Percent Greatest Amount Bid
Dollars (\$ 5% G.A.B.), for the payment of which sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Parking Lot Improvements for Hidalgo County Health Department

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract
with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding
or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 7th day of March A.D., 2007

Jimmy Closner & Sons Construction Co., Inc.

[Signature] (SEAL)

Principal

Corp. Sec.

Title

Witness

Fidelity & Deposit Co of Maryland

Surety

By

Jennifer Garza (SEAL)

Jennifer Garza

Attorney-in-Fact

Witness

Printed in cooperation with the American Institute of Architects (AIA) by Fidelity & Deposit Co of Maryland
Fidelity & Deposit Co of Maryland vouches that the language in the document conforms exactly to the language
used in AIA Document A-310, February 1970 Edition.

BID70000TX0101c

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Robert GARZA, Mary MARTINEZ, Robert R. GARZA, Jennifer GARZA and Richard GARZA, all of Mercedes, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Robert GARZA, Mary MARTINEZ, Robert R. GARZA, Jennifer GARZA, Richard GARZA, dated November 21, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 14th day of October, A.D. 2005.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Eric D. Barnes

Eric D. Barnes Assistant Secretary

By:

M. P. Hammond

M. P. Hammond Vice President

State of Maryland }
City of Baltimore } ss:

On this 14th day of October, A.D. 2005, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski Notary Public
My Commission Expires: July 8, 2007

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-07-000-00-00**

THIS CONTRACT is made and entered into this ____ day of _____, 2007 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____, Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for _____ (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 _____, 2007, 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 _____, 2007.

COUNTY OF HIDALGO

By: J.D. Salinas, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY:

By:

Printed Name:

Title:

AI-3494

16.F.1.

Medical Supplies

CC REGULAR

Date: 04/24/2007

Submitted By: Mary Maldonado, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: WIC

Agenda Item

CAPTION

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 McKesson Medical-Surgical, Inc. for Medical Supplies.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1292-441-00-350-001-7-604

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$4,290.63 as of 4/19/07.

Attachments

Link: [Medical Supplies](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 12:01 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 03:55 PM	APRV
3	Dale Kennan	Dale Kennan	04/19/2007 04:19 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 11:22 AM	APRV
5	Court Administrator			NEW

Form Started By: Mary Maldonado

Started On: 04/17/2007 01:40 PM

Final Approval Date:

COUNTY *of* HIDALGO

*Women, Infants and
Children Nutrition Program*

3105 W. University Dr.
Edinburg, Texas 78539
(956) 381-4646
(956) 380-4056 Fax

To: Mary Maldonado, Contract Manager
From: Margarita Gonzalez, Administrative Technician
Thru: Norma L. Longoria, WIC Director *NL*
Date: April 17, 2007
RE: McKesson Medical Surgical Inc. 06-134-04-19 jmt

I would like to extend the contract under the same terms and conditions for an additional year with McKesson Medical Surgical Inc for the purchase of medical supplies.

Should you have any questions please call me at (956) 381-4646.

AI-3495

16.F.2.

Renewal for testing system

CC REGULAR

Date: 04/24/2007

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: WIC

Agenda Item

CAPTION

Presentation for discussion, consideration and approval for Hidaglo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with HemoCue, Inc. under the same rates, terms and conditions.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-441-00-340-003-0-604

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$90,405.32 as of 4/19/07.

Attachments

Link: [Testing supplies](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 04:05 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 04:09 PM	APRV
3	Dale Kennan	Dale Kennan	04/19/2007 04:22 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 11:23 AM	APRV
5	Court Administrator			NEW

Form Started By: Mary Maldonado

Started On: 04/17/2007 01:41 PM

Final Approval Date:



Hidalgo County Health Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority/Chief Physician

Eduardo Olivarez
Chief Administrative Officer

April 19, 2007

MEMORANDUM

To: Martha Salazar, Purchasing Agent

From: Eduardo Olivarez, Chief Administrative Officer

RE: HemoCue Inc Contract

We are requesting authorization to extend the HemoCue Contract for an additional year.
We purchase the hemoglobin microcuvettes for patient testing.

If you need additional information please contact me at 383-6221.

Thank you for your assistance.

AI-3488

16.G.1.

**Renewal of Repair Parts
CC REGULAR**

Date: 04/24/2007

Submitted By: Mary Maldonado, 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 Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with Insco Distributing for HVAC Equipment Repair Parts.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-419-40-220-001-0-671

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$2,441.86 as of 4/19/07.

Attachments

Link: [Renewal of HVAC parts](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 12:01 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 03:53 PM	APRV
3	Dale Kennan	Dale Kennan	04/19/2007 04:12 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 11:23 AM	APRV
5	Court Administrator			NEW

Form Started By: Mary Maldonado

Started On: 04/17/2007 11:55 AM

Final Approval Date:



BUILDING & GROUNDS
County Of Hidalgo

DANIEL FLORES
Director

To: Mary A. Maldonado
Hidalgo County Purchasing Department

From: Daniel Flores, Buildings & Grounds Director

Date: April 17, 2007

Ref: Insko, Inc.

We understand the contract for the A/C parts that had been awarded to the above vendor is about to expire. We are therefore requesting that the contract be extended so that we can continue purchasing all necessary supplies / parts.

Account —7-1100-419-40-220-001-0-671

Thank you in advance for your attention and consideration to this matter if you have any questions or require additional information, please call me @ 289-7851

AI-3497

16.G.2.

Remove & Replace with VCT floor Elections Department Bldg., and Repairs Adm. Bldg., Restrooms
CC REGULAR

Date: 04/24/2007

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. Recommending of bid award and approval of contract (subject to legal review) to lowest bidder meeting all specifications as attached hereto for: "Remove and Replace with VCT floor at Elections Department Building" (7-067)

B. Recomendig of bid award and approval of contract (subject to legal review) to lowest bidder meeting all specifications as attached hereto for: "Renovations-Repairs to Administration Building 1st. floor Restrooms" (7-068)

BACKGROUND

Memorandum from B&G Director
 Bid Tabulations for 7-067 and 7-068
 Bid Forms for 7-067 and 7-068
 DRAFT - Service / Contract Document

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-419-40-220-001-0-431

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$134,901.29 as of 4/20/07.

FISCAL YEAR: 2007

ACCT. #: 7-1334-419-40-220-009-0-431

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$36,190.28 as of 4/20/07.

Attachments

Link: [Remove/Replace VCT floor Elections Dept. Repairs Adm. Bldg. Restrooms](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 12:03 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 03:55 PM	APRV
3	Dale Kennan	Dale Kennan	04/20/2007 08:40 AM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 11:26 AM	APRV
5	Court Administrator			NEW

Form Started By: Juan Tapia

Started On: 04/17/2007 02:27 PM

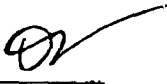
Final Approval Date:



DANIEL FLORES
Director

BUILDING & GROUNDS
County Of Hidalgo

To: Juan Tapia, Project Coordinator
Purchasing Department

From: Daniel Flores, Director 
Buildings and Grounds Department

Re: Recommendations

Date: April 5, 2007

Please be informed, the Buildings & Grounds Department is recommending Hidalgo County lowest bidders as follows:

-SOS Construction for renovations-repairs to - Hidalgo County Administration Building Phase 1 & 2 (\$23,900.00).

- Lerma Construction to replace the Elections Department Building floor with VCT (\$12,900.00)

Thank you for your prompt attention to this matter, if in need of additional information please advice.

Thank you for your prompt attention to this matter, if in need of additional information please advice or call me at my direct extension (956) 289-7855.

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

BID No. 07-068-04-04-jmt

DEPARTMENT NAME: Hidalgo County- Health Department

BID OPENING DATE: April 04, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "Renovations-Repairs to Administration Bldg. 1st. floor Restrooms

BUYER: Juan Tapia

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	SOS Construction	1-phase \$ 14,900.00 2-phase \$ 9,000.00	\$ 23,900.00	
#2	Lerma Construction	1-phase \$ 16,700.00 2-phase \$ 12,500.00	\$ 29,200.00	
#3				
#4				
#5				
#6				
#7				
#8				
#9				

EXHIBIT "B"

BID FORM

COUNTY OF HIDALGO - BUILDING & GROUNDS "Renovations-Repairs to Administration Bldg. 1st. Floor Restrooms"

BID No. 07-068-04-04-jmt

Bid Opening Date: Wednesday April 04, 2007 at 9:30 A.M.

The County of Hidalgo, Texas requires the service of a contractor(s) to furnish ADA compliant services including, but not limited to, the following Scope of Services:

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. Prep existing walls and install 4"x4" ceramic tile, four feet off the floor around the perimeter of the room.
5. Remove and replace existing stalls with ADA compatible.
6. Demolition existing wall between both restrooms.
7. Convert the two restrooms into a single unisex ADA restroom as per code.
8. Provide and install a baby changing table as per code.
9. Haul away debris from site on a daily basis.
10. Barricade construction areas with proper safety equipment.

RECEIVED

APR 04 2007

PURCHASING DEPT.

TOTAL: 1st ~~By~~ Phase 1 14,900
Phase 2 9,000.00

BIDDER'S / COMPANY NAME: SOS Construction

ADDRESS: 1451 S. 10th Ave

CITY: Edinburg STATE: TX ZIP CODE 78539

PHONE No. 956 207-1057 FAX No. 956-316-0770

SIGNATURE OF AUTHORIZED PERSON: [Signature]

PRINTED NAME: Sergio Omar Saldana TITLE: Owner

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-000-00-00

THIS CONTRACT is made and entered into this 1st day of January, 2007 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and , Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for "Drinking and/or"(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 January 1, 200, and ending on December 31, 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:

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 ____ day of _____, 2007.

COUNTY OF HIDALGO

By: _____
Juan De Dios Salinas, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY
By: _____
Printed Name: _____
Title: _____

DRAFT

AI-3542

16.G.3.

New Fire Sprinkler System-Upgrade of current Fire Alarm System & General Monitoring Services (Fire & Security Systems)

CC REGULAR

Date: 04/24/2007

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Buildings & Grounds

Agenda Item

CAPTION

Requesting authority to advertise and approval of specifications as attached hereto for:

A. Install Fire Sprinkler System and upgrade existing Fire Alarm System to meet current Code requirements at the Boot Camp Building" (6-402);

B. Assessment and General Monitoring Services, including, but not limited to the following: Fire and/or Security Systems through sealed bids or state awarded vendors whichever is most advantageous to Hidalgo County.

BACKGROUND

Specifications Exhibit "A"
DRAFT - Service / Contract Document

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1334-423-00-330-046-0-432

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [Install Fire Sprinkler System and upgrade Fire alarm](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/20/2007 01:48 PM	APRV
2	Budget & Management	Dina Trevino	04/20/2007 02:35 PM	APRV
3	Auditor's Office	Linda Fong	04/21/2007 11:27 AM	APRV
4	Court Administrator			NEW

Form Started By: Juan Tapia

Started On: 04/18/2007 03:07 PM

Final Approval Date:

EXHIBIT "A"

SPECIFICATIONS

COUNTY OF HIDALGO-BUILDING & GROUNDS

"Install Fire Sprinkler System and upgrade Fire Alarm System to meet current Code requirements at the Boot Camp Building"

BID No. 06-402-jmt

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Work Description:

The County of Hidalgo, Texas requires the service of a contractor(s) to Install Fire Sprinkler system and upgrade Fire Alarm System to meet current Code requirements to the Boot Camp Building (4,608 sq. ft.) services including, but not limited to, the following:

1. Design/Install West Pipe Sprinkler System
2. Designed by Licensed Engineer/RME
3. Chrome Pendent Quick Response Heads
4. Coordinate with Fire Marshall - Testing and Approvals
5. All piping and fittings grooved type
6. Tap & tap fees

Requirements:

1. Expansion capability system
2. Providing original manufacturer as requested
3. Vendor (s) will provide and maintain all the required Insurance and/or Bonds as described and listen in:
Insurance Requirements: see Exhibit "C" attached hereto.

Terms & Conditions:

1. Term of contract is upon completion
2. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo county reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
3. Hidalgo county reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) delivery acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-07-000-00-00**

THIS CONTRACT is made and entered into this 1st day of January, 2007 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and , Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for "Drinking and/or"(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 January 1, 200, and ending on December 31, 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:

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 ____ day of _____, 2007.

COUNTY OF HIDALGO

By: _____
Juan De Dios Salinas, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY
By: _____
Printed Name: _____
Title: _____

AI-3556

16.G.4.

**Housing of the 430th State District Court and/or Other Courts/Departments
CC REGULAR**

Date: 04/24/2007

Submitted By: Marty Salazar, 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 action in connection with the housing of judicial courts and/or departments including, but not limited to, the following:

- A. Report on Board of Judges meeting of 4-18-07 attended by Commissioners Court representatives;
- B. Location of the 430th State District Court; (short-term and/or long-term solutions);
- C. If necessary, rescission of any action taken by CC on 4-10-07 regarding the designation of the "location" of an additional Auxiliary Court at the Hidalgo County Administration Building, 100 E. Cano, Edinburg, Tx;
- D. Action, if necessary, on any other recommendations by the Board of Judges related to the relocation and/or housing of Courts and/or Departments;
- E. Authority to advertise for: Lease of Office Space for use as a Courtroom within a Two (2) Block Radius of the Courthouse for Hidalgo County

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 04:29 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 04:36 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	04/20/2007 09:52 AM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 11:28 AM	APRV
5	Court Administrator			NEW

Form Started By: Marty Salazar

Started On: 04/18/2007 04:45 PM

Final Approval Date:

AI-3512

16.G.5.

computer equipment

CC REGULAR

Date: 04/24/2007

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Elections

Agenda Item

CAPTION

Requesting authority to purchase computer equipment and peripherals from state awarded vendors through our participation with TBPC Cooperative Purchasing Program for the following:

Req. #	Vendor	Department	Amount	Account Number
108754	Calence LLC	I. T.	\$2,500.00	7-1100-415-00-200-002-0-336
108933	Dell Marketing	I. T.	\$16,080.60	7-1100-415-00-200-002-0-745
108964	Dell Marketing	I. T.	\$6,577.45	7-1100-415-00-200-002-0-745
109013	Dell Marketing	398th Dist. Court	\$3,246.24	7-1100-412-00-009-001-0-745
109204	Dell Marketing	HIDTA	\$6,117.42	7-1291-412-00-270-003-6-745

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/20/2007 01:48 PM	APRV
2	Budget & Management	Dina Trevino	04/20/2007 02:23 PM	APRV
3	Dale Kennan	Dale Kennan	04/20/2007 03:34 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 11:29 AM	APRV
5	Court Administrator			NEW

Form Started By: Matilde Faz

Started On: 04/18/2007 09:56 AM

Final Approval Date:

AI-3577

16.G.6.

Hidalgo County Administration Building - 100 E. Cano - Edinburg, Texas 78539
CC REGULAR

Date: 04/24/2007

Submitted By: Marty Salazar, 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 applicable action, including, but not limited to, the following:

A. Engagement of professional architectural and/or engineering services for assessment and/or feasibility studies of available space and uses of the building;

B. Selection of at least three (3) architectural and/or engineering firms from the County's approved "Pools" to score/grade and evaluate (for the purposes of ranking by CC and negotiating letters of engagement/contract) to conduct assessment and/or feasibility studies of available space and uses of building with designation of scoring/grading/evaluation committee;

C. Authority to advertise a project specific Request for Qualifications for the engagement of Architects and/or Engineers to conduct assessment and/or feasibility studies of available space and uses of the building;

BACKGROUND

No budgetary impact at this point. RC

Revenue & Expenditures

Attachments

Link: [arch](#)

Link: [eng](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 04:29 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 04:51 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/20/2007 09:47 AM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 11:31 AM	APRV
5	Court Administrator			NEW

Form Started By: Marty Salazar

Started On: 04/19/2007 03:44 PM

Final Approval Date:

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

RFQ NO.: **2006-361-11-08-MSS**

RFQ ACCEPTANCE DATE: **November 08, 2006**

ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#01	ERO International, LLP 300 South 8 th Street Mc Allen, TX 78501 Attn: Eli R. Ochoa, PE, AIA (956) 661-0400 Fax: (956) 661-0401 E-mail: eochoa@erointernational.com WEB: www.erointernational.com	/	/	/	/	/	/	/	/	/	/	/	/	
#02	Alcocer Garcia Associates Design Consulting 1335 East Jasmine Ave. Mc Allen, TX 78501 Attn: Eduardo Alcocer, Partner/Project Manager (956) 618-2007 Fax: (956) 618-2008 Mobile: (956) 607-6671 E-mail: edo@agadc.com , or george@agadc.com WEB: www.agadc.com	/	/	/	/	/	/	/	/	/	/	/	/	
#03	Negrete Kolar Architects 204 E. Stubbs St. Edinburg, TX 78539 Attn: David Negrete, AIA, Partner (956) 386-0611 Fax: (956) 386-0613 Mobile: (512) 461-8810 E-mail: dnegrete@nekoarch.com	/	/	/	/	/	/	/	/	/	/	/	/	
#04	Rike Ogden Figueroa Allex Architects, Inc. 1007 Walnut Ave. Mc Allen, TX 78501 Attn: Luis A. Figueroa, Principal (956) 686-7771 Fax: (956) 687-3433 E-mail: luis@rofainc.com	/	/	/	/			/	/	/				

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

RFQ NO.: **2006-361-11-08-MSS**

RFQ ACCEPTANCE DATE: **November 08, 2006**

ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ #	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#05	Gomez Mendez Saenz, Inc. 1150 Paredes Line Road Brownsville, TX 78521 Attn: Rudy V. Gomez, AIA, AICP, President (956) 546-0110 Fax: (956) 546-0196 E-mail: rudv.gms@bizrgv.rr.com	/			/	/	/	/	/	/	/		/	
#06	Milnet Architectural Services 608 S. 12 th Street McAllen, TX 78501 Attn: Rodolfo R. Molina Jr., AIA, Principal (956) 688-5656 Fax: (956) 687-9289 E-mail: milnet@swbell.net				/	/		/	/				/	
#07	Reynaldo Vargas, Architect, Inc. dba V-A Architecture 2029 Industrial Drive Mc Allen, TX 78504 Attn: Reynaldo Vargas, AIA, Architect/President (956) 631-2242 Fax: (956) 686-7916 E-mail: vaarchi@aol.com	/	/	/	/	/	/	/	/	/	/	/	/	
#08	Frank P. Key & Associates, Architects 1100 E. Jasmine Avenue Suite 104 Mc Allen, TX 78501 Attn: Frank P. Key, AIA, Owner (956) 664-1110 Fax: (956) 664-1113 E-mail: frank@frankkeyarchitect.com	/	/	/	/	/	/	/	/	/	/		/	
#09	IDE*A Group, Inc. 1409 Galveston Ave. Mc Allen, TX 78501 Attn: Jesus Bustos, Principal (956) 686-6806 Fax: (956) 686-5704 E-mail: ideagr95@sbcglobal.net	/	/	/	/	/	/	/	/	/	/		/	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

RFQ NO.: **2006-361-11-08-MSS**

RFQ ACCEPTANCE DATE: **November 08, 2006**

ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#10	GIGNAC & Associates, LLP 222 E. Van Buren, Ste. 102 Harlingen, TX 78550 Attn: Raymond Gignac, Principal (956) 365-4820 Fax: (956) 365-4821 E-mail: rgignac@gignac-associates.com	/	/	/	/	/	/	/	/	/	/		/	
#11	Mata Villarreal Garcia Design Group, LLP 201 S. 10 th St. Suite 2 Mc Allen, TX 78501 Attn: Fernando Mata, AIA, Principal (956) 631-1945 Fax: (956) 631-1968 E-mail: fmata@mvgdesign.us	/	/					/	/	/				
#12	Di Stefano/Santopetro Architect, INC. 729 N. Ware Road, Suite 105 McAllen, TX 78501 Attn: Joseph M. Santopetro, AIA, Principal (956) 683-1958 Fax: (956) 683-1965 E-mail: j.santopetro@dsarchitectsinc.com	/	/	/	/	/	/	/	/	/	/	/	/	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
--	-----------------------------------

RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
--	---------------------------------------

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	Dos Logistics Inc. P.O. Box 8337 Weslaco, Texas 78599 (956) 461-5900 Fax: (956) 461-4841 E-mail: info@doslogistics.com Web: www.doslogistics.com	/	/				/		/	
#02	Millennium Engineers Group, Inc. 705 Dawson Drive Edinburg, Texas 78539 Attn: Raul Palma, President (956) 383-8522 Fax: (956) 383-0295 E-mail: megengineers@aol.com	/		/			/			
#03	Hinojosa Engineering, Inc. 108 W. 18 TH Street Mission, Texas 78572 Attn: Ricardo Hinojosa, P.E. -President (956) 581-0143 Fax: (956) 581-2074 E-mail: hinojosaeng@aol.com Website: www.hengineering.com	/	/							
#04	R. Gutierrez Engineering Corporation 130 East Park Pharr, Texas 78577 Attn: Ramiro Gutierrez, P.E., President (956) 782-2557 Fax: (956) 782-2558 E-mail: rguteng@sbcglobal.net	/							/	
#05	Guzman & Munoz Engineering and Surveying, Inc. 913 E. Harrison, Suite 14 Harlingen, TX 78550 Attn: Jose Luis Munoz, President (956) 425-1330 Fax: (956) 425-1685 E-mail: jmunoz@gmes.biz	/	/		/				/	
#06	J. E. Saenz & Associates, Inc. 211 E. Wisconsin Edinburg, Texas 78539 Attn: Jose E. Saenz, President (956) 383-2984 Fax: (956) 383-3736 E-mail: jacalifa@jesaenz.com Web: www.jesaenz.com	/							/	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**

RFQ NO: **2006-360-11-08-VYG**

RFQ ACCEPTANCE DATE: **NOVEMBER 8, 2006**

RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environmental	Electrical	Highway	Other
#07	Noe Garza Engineers, Inc. 204 West 495 Pharr, Texas 78577 Attn: Noe Garza, President (956) 783-1207 Fax: (956) 783-1209 E-mail: noe.garza@ngeinc.net Web: www.ngeinc.net	/	/							
#08	Cook-Joyce, Inc. 812 West 11 th Street Austin, Texas 78701 Attn: J. Brian Dudley, P.E. (512) 474-9097 Fax: (512) 474-8463 E-mail: brian.dudley@cook-joyce.com Web: www.cook-joyce.com	/					/			/ Landfill
#09	L&G Engineering 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, President (956) 565-9813 Fax: (956) 565-9018 E-mail: jacinto@lgengineers.com	/		/			/		/	
#10	Drash Consulting Engineers, Inc. 1506 Mid-Cities Drive Pharr, Texas 78577 Attn: Jorge A. Flores, P.G., Office Manager (956) 283-8254 Fax: (956) 283-8279 E-mail: jaflores@terracon.com Web: www.drashce.com			/			/			/ -Forensic -Construction Materials Testing
#11	Melden & Hunt, Inc. 115 West McIntyre Street Edinburg, Texas 78541 (956) 381-0981 Fax: (956) 381-1839 E-mail: fkurth@meldenandhunt.com Web: www.meldenandhunt.com	/								
#12	KK Engineering Consultant 410 E. Dove Ave. McAllen, Texas 78504 Attn: Kambiz S. Khademi, PE, President/Owner (956) 630-2125 Fax: (956) 630-2219 E-mail: kkhademi@hiline.net	/								

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: <u>February 8, 2007</u> through <u>February 8, 2008</u>	

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#13	Dannenbaum Engineering Company - McAllen, LLC 1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Attn: Louis H. Jones, Jr., P.E., Vice-President (956) 682-3677 Fax: (956) 682-3677 E-mail: southtexas@dannenbaum.com Web: www.dannenbaum.com	/	/				/		/	
#14	Raba-Kistner Consultants, Inc. 800 E. Hackberry McAllen, Texas 78501 Attn: Martin Vila, P. E. , Vice President (956) 682-5332 Fax: (956) 682-5487 E-mail: mvila@rkci.com	/	/	/	/	/	/	/	/	
#15	Sigler, Winston, Greenwood & Associates, Inc. 1604 E. Hwy 83 Weslaco, Texas 78596 Attn: William R. Shea, P.E., President (956) 968-2194 Fax: (956) 968-8300 E-mail: _____	/					/	/		
#16	Halff Associates, Inc. 5000 W. Military, Suite 100 McAllen, Texas 78503 Attn: Joey P. Trevino, Planning and Business Development (956) 664-0286 Fax: (956) 664-0282 E-mail: jtrevino@halff.com	/		/	/	/	/	/	/	
#17	Gilbert J. Guerra Engineering d/b/a Rio Delta Engineering 323 West Cano, Suite 100 Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. (956) 380-5152 Fax: (956) 380-5083 E-mail: riodelta2004@yahoo.com	/								
#18	Civil Systems Engineering, Inc. P. O. Box 572373 Houston, TX 77257 Attn: Daren Li, President (713) 782-3811 Fax: (713) 782-3812 E-mail: dli@civilsysteng.com Web: www.civilsysteng.com	/					/			

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL**

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: <u>February 8, 2007</u> through <u>February 8, 2008</u>	

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environmental	Electrical	Highway	Other
#19	Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78504 Attn: Javier Hinojosa, P.E., Owner (956) 668-1588 Fax: (956) 994-8102 E-mail: javhin@rgv.rr.com	/								
#20	Spoor Engineering 202 So. 4 th Street McAllen, Texas 78501 Attn: Steve Spoor (956) 683-1000 Fax: (956) 683-1002 E-mail: spooreng@abcglobel.net	/								
#21	TEDSI Infrastructure Group 1201 E. Expressway 83 Mission, Texas 78572 Attn: Jesse Salinas (956) 424-7898 Fax: (956) 424-7022 E-mail: jsalinas@tedsi-mcallen.com Web: www.tesdi.com	/	/				/		/	/
#22	Ambiotc Group 5420 Paredes Line Road Brownsville, Texas 78526 (956) 548-9333 Fax: (956) 548-9399 E-mail: cmmarin@ambiotec.com	/					/			
#23	Quintanilla, Headley and Associates, Inc. 124 E. Stubs St. Edinburg, Texas 78539 Attn: Alfonso Quintanilla, P.E., President (956) 381-6480 Fax: (956) 381-0527 E-mail: quintanillaheadley@sbcglobal.net	/							/	
#24	S&B Infrastructure, Ltd. 5408 North 10 th Street McAllen, Texas 78504 Attn: Daniel O. Rios, P.E., Senior Vicd-President (956) 926-5000 Fax: (956) 994-0427 E-mail: _____	/	/		/	/	/	/	/	/

Old Jail/Restitution Center Facility
CC REGULAR

Date: 04/24/2007

Submitted By: Marty Salazar, 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 applicable action in connection with the County-owned property known as, the Old Hidalgo County Jail and Restitution Center Facility" located at 207 E. Loeb, Edinburg, Texas, including, but not limited to, the following;

- A. Recent and present status of facility;
 - 1) Original structure (County Jail) constructed in 1920 for \$100,000.00 (16,468 sq. ft.);
 - 2) Between 1975 through 1990 improvements totaling \$472,113.00 were made to the building (with major portion of expenditures for use as the Restitution Center under the Adult Probation Dept. until 11/2000) and has remained vacant since and used primarily for storage;
 - 3) 2/21/06 - CC declared facility "Surplus with no current use required by Hidalgo County" and authorized the advertising of an RFP for: "Lease/Occupancy of the Old Jail & Restitution Facility to a Non-Profit Organization" with all required renovations to be at the direction of Hidalgo County but at the cost of the Lessee;
 - 4) 6/21/06 - CC rejected sole reponse received (incomplete submittal) and authorized re-advertisement;
 - 5) 7/18/06 - CC rejected sole response received (incomplete submittal) and authorized re-advertisement;
 - 6) 7/25/06 - CC approved "Cancellation" of re-advertisement until further determination on buildings' condition and use could be determined including possible demolition;
 - 7) 8/8/06 - Purchasing Dept. sent survey memo to CC for direction on Facility;
- B. Authority to engage professional engineering and/or architectural services for environmental, structural and/or assessment studies to determine budgetary impact and feasibility of repairing, renovating and/or demolition the Facility;
- C. Selection of a least three (3) engineering firms to score and grade (for the purposes of ranking by CC to proceed to negotiate an engagement) from the County approved "Pool" of engineers for the provision of engineering services in connection with environmental and/or structural studies of the County-owned property known as the Old Hidalgo County Jail and Restitution Center Facility located at 207 E. Loeb, Edinburg, Texas including designation of the grading/scoring committee;
- D. Authority to advertise a project specific Request for Qualifications (RFQ) for the provision of engineering services in connection with environmental and/or structural studies of the Old Hidalgo County Jail & Restitution Center Facility;

BACKGROUND

Revenue & Expenditures

Attachments

Link: [enger](#)

Link: [arch](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 04:29 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 04:48 PM	APRV
3	Sergio Cruz	Sergio Cruz	04/20/2007 10:40 AM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 11:32 AM	APRV

5

Court Administrator

NEW

Form Started By: Marty Salazar

Started On: 04/19/2007 02:23
PM

Final Approval Date:

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL**

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
--	-----------------------------------

RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
--	---------------------------------------

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	Dos Logistics Inc. P.O. Box 8337 Weslaco, Texas 78599 (956) 461-5900 Fax: (956) 461-4841 E-mail: info@doslogistics.com Web: www.doslogistics.com	/	/				/		/	
#02	Millennium Engineers Group, Inc. 705 Dawson Drive Edinburg, Texas 78539 Attn: Raul Palma, President (956) 383-8522 Fax: (956) 383-0295 E-mail: megengineers@aol.com	/		/			/			
#03	Hinojosa Engineering, Inc. 108 W. 18 TH Street Mission, Texas 78572 Attn: Ricardo Hinojosa, P.E. -President (956) 581-0143 Fax: (956) 581-2074 E-mail: hinojosaeng@aol.com Website: www.hengineering.com	/	/							
#04	R. Gutierrez Engineering Corporation 130 East Park Pharr, Texas 78577 Attn: Ramiro Gutierrez, P.E., President (956) 782-2557 Fax: (956) 782-2558 E-mail: rguteng@sbcglobal.net	/							/	
#05	Guzman & Munoz Engineering and Surveying, Inc. 913 E. Harrison, Suite 14 Harlingen, TX 78550 Attn: Jose Luis Munoz, President (956) 425-1330 Fax: (956) 425-1685 E-mail: jmunoz@gmes.biz	/	/		/				/	
#06	J. E. Saenz & Associates, Inc. 211 E. Wisconsin Edinburg, Texas 78539 Attn: Jose E. Saenz, President (956) 383-2984 Fax: (956) 383-3736 E-mail: jacalifa@jesaenz.com Web: www.jesaenz.com	/							/	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**

RFQ NO: **2006-360-11-08-VYG**

RFQ ACCEPTANCE DATE: **NOVEMBER 8, 2006**

RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environmental	Electrical	Highway	Other
#07	Noe Garza Engineers, Inc. 204 West 495 Pharr, Texas 78577 Attn: Noe Garza, President (956) 783-1207 Fax: (956) 783-1209 E-mail: noe.garza@ngeinc.net Web: www.ngeinc.net	/	/							
#08	Cook-Joyce, Inc. 812 West 11 th Street Austin, Texas 78701 Attn: J. Brian Dudley, P.E. (512) 474-9097 Fax: (512) 474-8463 E-mail: brian.dudley@cook-joyce.com Web: www.cook-joyce.com	/					/			/ Landfill
#09	L&G Engineering 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, President (956) 565-9813 Fax: (956) 565-9018 E-mail: jacinto@lgengineers.com	/		/			/		/	
#10	Drash Consulting Engineers, Inc. 1506 Mid-Cities Drive Pharr, Texas 78577 Attn: Jorge A. Flores, P.G., Office Manager (956) 283-8254 Fax: (956) 283-8279 E-mail: jaflores@terracon.com Web: www.drashce.com			/			/			/ -Forensic -Construction Materials Testing
#11	Melden & Hunt, Inc. 115 West McIntyre Street Edinburg, Texas 78541 (956) 381-0981 Fax: (956) 381-1839 E-mail: fkurth@meldenandhunt.com Web: www.meldenandhunt.com	/								
#12	KK Engineering Consultant 410 E. Dove Ave. McAllen, Texas 78504 Attn: Kambiz S. Khademi, PE, President/Owner (956) 630-2125 Fax: (956) 630-2219 E-mail: kkhademi@hiline.net	/								

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: <u>February 8, 2007</u> through <u>February 8, 2008</u>	

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#13	Dannenbaum Engineering Company - McAllen, LLC 1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Attn: Louis H. Jones, Jr., P.E., Vice-President (956) 682-3677 Fax: (956) 682-3677 E-mail: southtexas@dannenbaum.com Web: www.dannenbaum.com	/	/				/		/	
#14	Raba-Kistner Consultants, Inc. 800 E. Hackberry McAllen, Texas 78501 Attn: Martin Vila, P. E. , Vice President (956) 682-5332 Fax: (956) 682-5487 E-mail: mvila@rkci.com	/	/	/	/	/	/	/	/	
#15	Sigler, Winston, Greenwood & Associates, Inc. 1604 E. Hwy 83 Weslaco, Texas 78596 Attn: William R. Shea, P.E., President (956) 968-2194 Fax: (956) 968-8300 E-mail: _____	/					/	/		
#16	Halff Associates, Inc. 5000 W. Military, Suite 100 McAllen, Texas 78503 Attn: Joey P. Trevino, Planning and Business Development (956) 664-0286 Fax: (956) 664-0282 E-mail: jtrevino@halff.com	/		/	/	/	/	/	/	
#17	Gilbert J. Guerra Engineering d/b/a Rio Delta Engineering 323 West Cano, Suite 100 Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. (956) 380-5152 Fax: (956) 380-5083 E-mail: riodelta2004@yahoo.com	/								
#18	Civil Systems Engineering, Inc. P. O. Box 572373 Houston, TX 77257 Attn: Daren Li, President (713) 782-3811 Fax: (713) 782-3812 E-mail: dli@civilsysteng.com Web: www.civilsysteng.com	/					/			

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL**

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: <u>February 8, 2007</u> through <u>February 8, 2008</u>	

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environmental	Electrical	Highway	Other
#19	Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78504 Attn: Javier Hinojosa, P.E., Owner (956) 668-1588 Fax: (956) 994-8102 E-mail: javhin@rgv.rr.com	/								
#20	Spoor Engineering 202 So. 4 th Street McAllen, Texas 78501 Attn: Steve Spoor (956) 683-1000 Fax: (956) 683-1002 E-mail: spooreng@abcglobel.net	/								
#21	TEDSI Infrastructure Group 1201 E. Expressway 83 Mission, Texas 78572 Attn: Jesse Salinas (956) 424-7898 Fax: (956) 424-7022 E-mail: jsalinas@tedsi-mcallen.com Web: www.tesdi.com	/	/				/		/	/
#22	Ambiotc Group 5420 Paredes Line Road Brownsville, Texas 78526 (956) 548-9333 Fax: (956) 548-9399 E-mail: cmmarin@ambiotec.com	/					/			
#23	Quintanilla, Headley and Associates, Inc. 124 E. Stubs St. Edinburg, Texas 78539 Attn: Alfonso Quintanilla, P.E., President (956) 381-6480 Fax: (956) 381-0527 E-mail: quintanillaheadley@sbcglobal.net	/							/	
#24	S&B Infrastructure, Ltd. 5408 North 10 th Street McAllen, Texas 78504 Attn: Daniel O. Rios, P.E., Senior Vicd-President (956) 926-5000 Fax: (956) 994-0427 E-mail: _____	/	/		/	/	/	/	/	/

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

RFQ NO.: **2006-361-11-08-MSS**

RFQ ACCEPTANCE DATE: **November 08, 2006**

ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#01	ERO International, LLP 300 South 8 th Street Mc Allen, TX 78501 Attn: Eli R. Ochoa, PE, AIA (956) 661-0400 Fax: (956) 661-0401 E-mail: eochoa@erointernational.com WEB: www.erointernational.com	/	/	/	/	/	/	/	/	/	/	/	/	
#02	Alcocer Garcia Associates Design Consulting 1335 East Jasmine Ave. Mc Allen, TX 78501 Attn: Eduardo Alcocer, Partner/Project Manager (956) 618-2007 Fax: (956) 618-2008 Mobile: (956) 607-6671 E-mail: edo@agadc.com , or george@agadc.com WEB: www.agadc.com	/	/	/	/	/	/	/	/	/	/	/	/	
#03	Negrete Kolar Architects 204 E. Stubbs St. Edinburg, TX 78539 Attn: David Negrete, AIA, Partner (956) 386-0611 Fax: (956) 386-0613 Mobile: (512) 461-8810 E-mail: dnegrete@nekoarch.com	/	/	/	/	/	/	/	/	/	/	/	/	
#04	Rike Ogden Figueroa Allex Architects, Inc. 1007 Walnut Ave. Mc Allen, TX 78501 Attn: Luis A. Figueroa, Principal (956) 686-7771 Fax: (956) 687-3433 E-mail: luis@rofainc.com	/	/	/	/			/	/	/				

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

RFQ NO.: **2006-361-11-08-MSS**

RFQ ACCEPTANCE DATE: **November 08, 2006**

ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ #	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#05	Gomez Mendez Saenz, Inc. 1150 Paredes Line Road Brownsville, TX 78521 Attn: Rudy V. Gomez, AIA, AICP, President (956) 546-0110 Fax: (956) 546-0196 E-mail: rudv.gms@bizrgv.rr.com	/			/	/	/	/	/	/	/		/	
#06	Milnet Architectural Services 608 S. 12 th Street McAllen, TX 78501 Attn: Rodolfo R. Molina Jr., AIA, Principal (956) 688-5656 Fax: (956) 687-9289 E-mail: milnet@swbell.net				/	/		/	/				/	
#07	Reynaldo Vargas, Architect, Inc. dba V-A Architecture 2029 Industrial Drive Mc Allen, TX 78504 Attn: Reynaldo Vargas, AIA, Architect/President (956) 631-2242 Fax: (956) 686-7916 E-mail: vaarchi@aol.com	/	/	/	/	/	/	/	/	/	/	/	/	
#08	Frank P. Key & Associates, Architects 1100 E. Jasmine Avenue Suite 104 Mc Allen, TX 78501 Attn: Frank P. Key, AIA, Owner (956) 664-1110 Fax: (956) 664-1113 E-mail: frank@frankkeyarchitect.com	/	/	/	/	/	/	/	/	/	/		/	
#09	IDE*A Group, Inc. 1409 Galveston Ave. Mc Allen, TX 78501 Attn: Jesus Bustos, Principal (956) 686-6806 Fax: (956) 686-5704 E-mail: ideagr95@sbcglobal.net	/	/	/	/	/	/	/	/	/	/		/	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

RFQ NO.: **2006-361-11-08-MSS**

RFQ ACCEPTANCE DATE: **November 08, 2006**

ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#10	GIGNAC & Associates, LLP 222 E. Van Buren, Ste. 102 Harlingen, TX 78550 Attn: Raymond Gignac, Principal (956) 365-4820 Fax: (956) 365-4821 E-mail: rgignac@gignac-associates.com	/	/	/	/	/	/	/	/	/	/		/	
#11	Mata Villarreal Garcia Design Group, LLP 201 S. 10 th St. Suite 2 Mc Allen, TX 78501 Attn: Fernando Mata, AIA, Principal (956) 631-1945 Fax: (956) 631-1968 E-mail: fmata@mvgdesign.us	/	/					/	/	/				
#12	Di Stefano/Santopetro Architect, INC. 729 N. Ware Road, Suite 105 McAllen, TX 78501 Attn: Joseph M. Santopetro, AIA, Principal (956) 683-1958 Fax: (956) 683-1965 E-mail: j.santopetro@dsarchitectsinc.com	/	/	/	/	/	/	/	/	/	/	/	/	

AI-3460

16.H.1.

Standing Item
CC REGULAR

Date: 04/24/2007

Submitted By: Neilda Cavazos, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Co. Wide

Agenda Item

CAPTION

HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS –

Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/13/2007 05:26 PM	APRV
2	Budget & Management	Dina Trevino	04/13/2007 05:37 PM	APRV
3	Auditor's Office	Linda Fong	04/21/2007 08:35 AM	APRV
4	Court Administrator			NEW

Form Started By: Neilda Cavazos

Started On: 04/13/2007 03:12 PM

Final Approval Date:

AI-3490

16.H.2.

cdw and dell
CC REGULAR

Date: 04/24/2007
Submitted By: Priscilla Torres, PURCHASING DEPT.
Department: PURCHASING DEPT.
Purchasing only: Co. Wide

Agenda Item**CAPTION**

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

REQ.	DEPARTMENT	VENDOR	AMOUNT	ACCOUNT NUMBER
109169	Dist. Attorney	CDW GOV'T.	\$ 1,494.00	7-1223-412-00-080-007-0-665
109170	Dist. Attorney	CDW GOV'T.	\$ 638.00	7-1223-412-00-080-007-0-665
109164	Dist. Attorney	CDW GOV'T.	\$ 598.54	7-1223-412-00-080-007-0-667
109006	Pct. #1	CDW GOV'T.	\$ 346.86 \$ 499.99	7-1100-432-00-121-001-0-601 7-1100-432-00-121-001-0-665
105673	Tax Office	CDW GOV'T.	\$ 273.00	7-1100-415-15-140-001-0-432
108013	Pct. #1	CDW GOV'T.	\$ 1,005.73	7-1201-431-00-121-004-0-667
108485	I.T.	CDW GOV'T.	\$ 99.00 \$ 1,339.00	7-1100-415-00-200-002-0-665 7-1100-415-00-200-002-0-745
108555	Auditor Office	CDW GOV'T.	\$ 458.99	7-1100-415-21-170-001-0-665
108718	Health	CDW GOV'T.	\$ 301.22	7-1100-441-00-340-003-0-665
108806	Pct. #1	CDW GOV'T.	\$ 40.90	7-1211-452-00-121-013-0-665
		CDW TOTAL:	\$7,095.23	

REQ.	DEPARTMENT	VENDOR	AMOUNT	ACCOUNT NUMBER
109186	HIDTA	DELL	\$1,297.62	7-1291-412-00-270-002-0-665
109192	HIDTA	DELL	\$889.80	7-1291-412-00-270-003-6-601
108973	I.T. DEPT.	DELL	\$1,760.57	7-1100-415-00-200-002-0-745
109001	I.T. DEPT.	DELL	\$1,822.33	7-1100-415-00-200-002-0-745
108973	I.T. DEPT.	DELL	\$1,760.57	7-1100-415-00-200-002-0-745
		TOTAL:	\$7,530.89	

BACKGROUND**Revenue & Expenditures**

FISCAL YEAR: 2007
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:

ACCT. #: VARIOUS, SEE ATTACHED
MATCHING FUNDS Y/N?: N

Attachments

Link: [CDW AND DELL](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/20/2007 03:47 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	04/20/2007 04:36 PM	APRV
3	Purchasing Department	Marty Salazar	04/21/2007 10:43 AM	NEW-R
4	Auditor's Office	Janie Lozano	04/23/2007 08:41 AM	RTRN
5	Janie Lozano	Janie Lozano	04/23/2007 08:41 AM	RTRN
6	Court Administrator			

Form Started By: Priscilla Torres

Started On: 04/17/2007 01:19 PM

Final Approval Date:

Requisition

Req # 00109169

PO #

Date: 04/18/07

Bill To: x
xVendor : 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515Ship To: Hidalgo County District Attorney
100 North Closner 5th Floor
Edinburg Tx 78539Contact: ROXANA SEGOVIA
956-318-2300

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
6	EACH	DO NOT DUPLICATE ORDER 968622 HP SMART L1940T PRINTER Account No 7-1223-412-00-080-007-0-665 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	249.00 <u>Encumbrance</u> 1,494.00 Freight Total	1,494.00 1,494.00

Authorized By: _____

Requisition

Req # 00109170

PO #

Date: 04/18/07

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:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2	EACH	DO NOT DUPLICATE ORDER 1062813 HP LASERJET P2015 <u>Account No</u> 7-1223-412-00-080-007-0-665 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	319.00 <u>Encumbrance</u> 638.00 Freight Total	638.00 .00 638.00

Authorized By: _____

Requisition

Req # 00109164

PO #

Date: 04/18/07

Bill To: x
xVendor : 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515Ship To: Hidalgo County District Attorney
100 North Closner 5th Floor
Edinburg Tx 78539Contact: ROXANA SEGOVIA
956-318-2300

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	1156256 ADOBE CREATIVE SUITE 3- DESIGN PREMIUM LICENSE	578.54	578.54
1	EACH	1156355 ADOBE CREATIVE SUITE 3- DESIGN PREMIUM MEDIA	20.00	20.00
		Account No	Encumbrance	
		7-1223-412-00-080-007-0-667	598.54	
			Freight	.00
			Total	598.54
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00109006

PO #

Date: 04/17/07

Bill To: x
x

Vendor: 153915
CDW GOVERNMENT, INC.
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: JORGE/SARA
956-968-8733

Contract No:

Special Instructions:
4044

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QISV TEXAS STATE CONTRACT 1-36-423-0110-800 DO NOT DUPLICATE ORDER		
1	EACH	RICOH CL3500N MFG# RIC 402434 (QISV-TEXAS STATE CONTRACT 1-36-423-0110-800)	499.99	499.99
1	EACH	RICOH TONER BLACK MFG# RIC-402552 (QISV TEXAS STATE CONTRACT 1-36-423-0110-800)	52.86	52.86
1	EACH	RICOH TONER CYAN MFG# RIC-402553 (QISV TEXAS STATE CONTRACT 1-36-423-0110-800)	98.00	98.00
1	EACH	RICOH TONER MAGENTA MFG# RIC-402554 (QISV TEXAS STATE CONTRACT 1-36-423-0110-800)	98.00	98.00
1	EACH	RICOH TONER YELLOW MFG# RIC- 402555 (QISV- TEXAS STATE CONTRACT 1-36-423-0110-800)	98.00	98.00
		Account No	Encumbrance	
		7-1100-432-00-121-001-0-601	346.86	
		7-1100-432-00-121-001-0-665	499.99	
			Freight	.00
			Total	846.85
		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
xVendor: 153915
CDW GOVERNMENT INC.
200 N MILWAUKEE AVE
VERNON HILL IL 60061Ship To: TAX ASSESSOR-COLLECTOR
100 E. CANO, 1ST FL
EDINBURG TX 78539Contact: RUDY
956-318-2159

Contract No:

Special Instructions:
C-28

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
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
		Account No	Encumbrance	
		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 # 00108013

PO #

Date: 04/02/07

Bill To: x
xVendor : 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596Contact: VERONICA/NOE
956-968-8733

Contract No:

Special Instructions:

A66

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
3	EACH	MICROSOFT OFFICE PROFESSIONAL PLUS 2007-LICENSE CDW#1068836 MFG PART #79P-01207 (TXMAS)	326.91	980.73
1	EACH	MICROSOFT OFFICE PROFESSIONAL PLUS 2007-MEDIA CDW#1061696, MFG PART#79P-00031	25.00	25.00
		<u>Account No</u>	<u>Encumbrance</u>	
		7-1201-431-00-121-004-0-667	1,005.73	
			Freight	.00
			Total	1,005.73
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00108485

PO #

Date: 04/10/07

Bill To: x
xVendor: 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539Contact: RUBEN
956-292-7010

Contract No: 1-36-423-0110-80

Special Instructions:
100407-01

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		FOR CTY. JUDGE; POC: BETANCOURT, MARIO; QUOTE# FXD7613		
		DO NOT DUPLICATE ORDER		
1	EACH	HP LASER JET 1020 (763009)	99.00	99.00
1	EACH	HP LASER JET 3000DN (847024)	1,339.00	1,339.00
		<u>Account No</u>	<u>Encumbrance</u>	
		7-1100-415-00-200-002-0-665	99.00	
		7-1100-415-00-200-002-0-745	1,339.00	
			Freight	.00
			Total	1,438.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition
COUNTY AUDITOR

Req # 00108555

PO #

Date: 04/11/07

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

Ship To: COUNTY AUDITOR
100 E. CANO, 3RD FL
EDINBURG TX 78539

Contact: R. EUFRACIO
956-318-2511

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QISV - TEXAS STATE CONTRACT		
4	EACH	CRUCIAL 512 MB DDR2 PC4200 200 PIN SOD NOTEBOOK MEMORY	47.00	188.00
2	EACH	CRUCIAL MEMORY - 512MB - DIMM 240-PIN - DDR II	39.00	78.00
3	EACH	CURCIAL 512 MB MODULE	61.00	183.00
1		SHIPPING		9.99
		<u>Account No</u>	<u>Encumbrance</u>	
		7-1100-415-21-170-001-0-665	458.99	
			Freight	9.99
			Total	458.99
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00108718

PO #

Date: 04/12/07

Bill To: x
xVendor: 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5	EACH	5 PORT SWITCH 173399	32.91	164.55
2	EACH	NET GEAR USB PRINT SERVER 568860	61.84	123.68
1		SHIPPING	12.99	12.99
		Account No	Encumbrance	
		7-1100-441-00-340-003-0-665	301.22	
			Freight	.00
			Total	301.22
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00108806

PO #

Date: 04/13/07

Bill To: x
x

Vendor : 153915

CDW GOVERNMENT, INC.
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596Contact: JORGE/ISMAEL
956-968-8733

Contract No:

Special Instructions:
4056

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QISV- TEXAS STATE CONTRACT 1-36-423-0110-800		
		DO NOT DUPLICATE ORDER		
1	EACH	SAMSUNG 18X DVD-RW DRIVE	33.91	33.91
1	EACH	FREIGHT	6.99	6.99
		Account No	Encumbrance	
		7-1211-452-00-121-013-0-665	40.90	
			Freight	.00
			Total	40.90
		QISV- TEXAS STATE CONTRACT 1-36-423-0110-800		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00109186

PO #

Date: 04/19/07

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: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

Contact: DORA L. MUNOZ
956-381-0444

Contract No:

Special Instructions:
115

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2	EACH	DO NOT DUPLICATE ORDER APC SMART-UPS 1500VA RM 2U 120V (A0395958) Account No 7-1291-412-00-270-002-0-665 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	648.81 <u>Encumbrance</u> 1,297.62 Freight Total	1,297.62 1,297.62

Authorized By: _____

Requisition

Req # 00109192

PO #

Date: 04/19/07

Bill To: x
x

Vendor: 178136

DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527Ship To: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539Contact: DORA L. MUNOZ
956-381-0444

Contract No:

Special Instructions:

117

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
20	EACH	DO NOT DUPLICATE ORDER 2 GB CRUZER CROSSFIRE USB FLASH DRIVE (A0754547) Account No 7-1291-412-00-270-003-6-601 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	44.49 889.80 Freight Total	889.80 .00 889.80

Authorized By: _____

Requisition

Req # 00108973

PO #

Date: 04/17/07

Bill To: x
xVendor: 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539Contact: Griselda
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	County Wide - Quote No. 353373487 - CC5 DO NOT DUPLICATE ORDER LATITUDE D620, INTEL CORE 2 DUO T5500 Account No 7-1100-415-00-200-002-0-745 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	1,760.57 <u>Encumbrance</u> 1,760.57 Freight Total	1,760.57 00 1,760.57

Authorized By: _____

Requisition

Req # 00109001

PO #

Date: 04/17/07

Bill To: x
xVendor: 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539Contact: Griselda
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	County Wide - Quote No.:359434305 - 430th Dist. Court DO NOT DUPLICATE ORDER LATITUDE D620, INTEL CORE 2 DUO T5500 Account No 7-1100-415-00-200-002-0-745 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	1,822.33 <u>Encumbrance</u> 1,822.33 Freight Total	1,822.33 . 1,822.33

Authorized By: _____

Requisition

Req # 00108973

PO #

Date: 04/17/07

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:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	County Wide - Quote No. 353373487 - CC5 DO NOT DUPLICATE ORDER LATITUDE D620, INTEL CORE 2 DUO T5500 <u>Account No</u> 7-1100-415-00-200-002-0-745 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	1,760.57 <u>Encumbrance</u> 1,760.57 Freight Total	1,760.57 1,760.57

Authorized By: _____

AI-3526

16.I.1.

HIDALGO COUNTY PRECINCT NO 3

CC REGULAR

Date: 04/24/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.3

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance and approval of application of payment No 2 in the amount of \$25,060.05 (through project engineer Javier Hinojosa Engineer) submitted by Jimmy Closner & Sons Construction in connection with contract C-CAP-06-010-01-23 (P.O. #580377).

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1311-431-00-123-247-0-733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Open encumbrance on 4-10-07 for \$27,844.50 for P.O. 580377; Available Balance as of 4-19-07 \$91,270.30.

Attachments

Link: [3526](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 12:36 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 04:01 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/19/2007 04:47 PM	APRV
4	Dina Trevino	Dina Trevino	04/20/2007 09:58 AM	APRV
5	Auditor's Office	Linda Fong	04/21/2007 11:45 AM	APRV
6	Court Administrator			NEW

Form Started By: Laura Moya

Started On: 04/18/2007 01:51 PM

Final Approval Date:

3524
104807
580377
APPLICATION FOR PAYMENT NO. 2

To: Hidalgo County (OWNER)
 From: Jimmy Closner & Sons Construction (CONTRACTOR)
 Contract: C-CAP-06-010-01-23
 Project: Hidalgo County Precinct No. 3 - Border Colonia Access Program - El Paraiso Subdivision Drainage Improvements
 OWNER'S Contract No. C-CAP-06-010-01-23
 For Work Accomplished through the date of: April 13, 2007

1. Original Contract Price:	<u>\$160,232.90</u>
2. Net Change by Change Orders and Written Amendments (+ or -):	<u>\$ 0.00</u>
3. Current Contract Price (1 and plus 2):	<u>\$160,232.90</u>
4. Total complete and stored to date:	<u>\$160,232.90</u>
5. Retainage (per Agreement):	
<u>10</u> % of completed Work:	<u>\$16,023.29</u>
_____ % of stored material:	<u>\$ _____</u>
Total Retainage:	<u>\$ 16,023.29</u>
6. Total complete and stored to date less retainage (4 minus 5):	<u>\$144,209.61</u>
7. Less previous Application for Payments:	<u>\$119,149.56</u>
8. DUE THIS APPLICATION (6 MINUS 7):	<u>\$ 25,060.05</u>

Accompanying Documentation:

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 4-13-07

By: Jaime Closner
 JIMMY CLOSNER & SONS CONSTRUCTION

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 13th
 day of April, 2007

Claudia N. Ybarra
 Notary Public
 My Commission expires: 03-23-2008



COPIES RECEIVED BY:

MC on 4/16/07

COPIES/SERVICES RECEIVED BY:

Comptroller on 4/12/07
7-1311-431.00-123-247-0733

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 4/13/07

By: Javier Hinojosa
 JAVIER HINOJOSA ENGINEERING

Jimmy Closner & Sons Construction
2809 W Exp 83
La Feria, TX 78559
(956) 797-0785
(956) 797-0576 Fax

Application Number: 2

April 11, 2007

March 26, 2007 to April 13, 2007

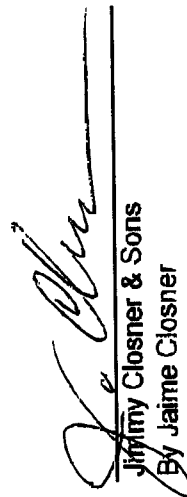
Application Date:

Period To:

El Paraiso Subdivision Drainage Improvements

Item No.	Description	QTY	Unit	Total Contract		Completed to Date	
				Unit Cost	Total Cost	QTY	Total Cost
1	Driveway (Asph-Conc-Pav) (PB-1)	235	SY	\$ 12.50	\$ 2,937.50	235	\$ 2,937.50
2	Driveway (Concrete 3000 PSI)	26	SY	\$ 36.00	\$ 936.00	26	\$ 936.00
3	15" RCP Culvert Pipe	184	LF	\$ 24.60	\$ 4,526.40	184	\$ 4,526.40
4	24" RCP Culvert Pipe	140	LF	\$ 38.45	\$ 5,383.00	140	\$ 5,383.00
5	36" RCP Culvert Pipe	496	LF	\$ 64.00	\$ 31,744.00	496	\$ 31,744.00
6	42" RCP Culvert Pipe	944	LF	\$ 82.00	\$ 77,408.00	944	\$ 77,408.00
7	Down Drain (Hidalgo County Drainage District No. 1 Specifications)	1	EA	\$ 5,700.00	\$ 5,700.00	1	\$ 5,700.00
8	Patch Paving	200	LF	\$ 10.00	\$ 2,000.00	200	\$ 2,000.00
9	Trench Protection	1764	LF	\$ 2.00	\$ 3,528.00	1,764	\$ 3,528.00
10	Type "A" Inlets	9	EA	\$ 2,550.00	\$ 22,950.00	9	\$ 22,950.00
11	6" Dia. Manhole	1	EA	\$ 2,400.00	\$ 2,400.00	1	\$ 2,400.00
12	Silt Fencing on Inlets	9	EA	\$ 80.00	\$ 720.00	9	\$ 720.00
	Total for Bid				\$ 160,232.90		\$ 160,232.90

Contract Amount	\$ 160,232.90
Change Order Work	\$ -
Adjusted Contract Amount	\$ 160,232.90
Completed to Date	\$ 160,232.90
Less Previous Payments	\$ 119,149.56
Less 10% Retainage	\$ 16,023.29
Total Due This Invoice	\$ 25,060.05


 Jimmy Closner & Sons
 By Jaime Closner

AI-3527

16.I.2.

BCAP PRECINCT NO 3

CC REGULAR

Date: 04/24/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.3

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance and approval of application of payment No 5 and final payment in the amount of \$26,410.19 (through project engineer Javier Hinojosa Engineer) submitted by Valley Paving in connection with contract C-CAP-05-006-06-21 (P.O. #558041)

BACKGROUND

For payment of retainage.

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: 7-1310-431-00-123-058-0-731

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$13,162.71

FISCAL YEAR:

ACCT. #: 7-1310-431-00-123-057-0-731

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$3,863.65

FISCAL YEAR:

ACCT. #: 7-1310-431-00-123-060-0-731

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$9,313.83

FISCAL YEAR: 2007

ACCT. #: 7-1310-206-00-000-013-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$26,410.19 available account balance as of 04/20/2007

Attachments

Link: [3527](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 12:36 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 04:02 PM	APRV
3	Sergio Cruz	Sergio Cruz	04/20/2007 03:11 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 11:47 AM	APRV
5	Court Administrator			NEW

Form Started By: Laura Moya

Started On: 04/18/2007 01:52 PM

Final Approval Date:

3527

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

April 11, 2007

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

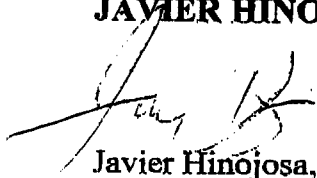
**Re: Colonia Access Program Bid No. CAP 05-006-06-21
(Goodwin Heights No. 1, Country Corner Estates, Havana Subdivision and La Palma Subdivision)**

Dear Commissioner Flores,

Attached please find Payment Request No. 5 & Final for the referenced project as submitted by Valley Paving, Inc. This invoice is for work completed through August 24, 2006. The work involved with this invoice consists of work completed on the paving improvements for the referenced project consisting of Goodwin Heights (Avenue "A" & "B"), Country Corner (Country Corner N, S & W) and Havana Subdivision (Main Street & Four Street). All work was completed in conformance with plans and specifications prepared by my office. A final inspection was held with the contractor and all work was found to be in accordance with plans. We recommend payment of this invoice in the amount of \$26,410.19. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

416 E. Dove Avenue

McAllen, Texas 78504

Tel: (956) 668-1588

Fax: (956) 994-8102

APPLICATION FOR PAYMENT NO. 5 & FINAL

To: Hidalgo County (OWNER)From: Valley Paving, Inc. (CONTRACTOR)Contract: C-CAP-05-006-06-21Project: Hidalgo County Precinct No. 3 - Border Colonia Access Program - Goodwin Heights No. 1, Country Corner Estates, Havana Subdivision and La Palma SubdivisionOWNER'S Contract No. C-CAP-05-006-06-21For Work Accomplished through the date of: August 24, 2006

1. Original Contract Price:	<u>\$620,061.97</u>
2. Net Change by Change Order No. 1 and Written Amendments (+):	<u>\$ 26,275.00</u>
3. Net Change by Change Order No. 2 and Written Amendments (-):	<u>\$118,133.20</u>
4. Current Contract Price (1 plus 2 minus 3):	<u>\$528,203.77</u>
5. Total complete and stored to date:	<u>\$528,203.77</u>
6. Retainage (per Agreement):	
<u>0</u> % of completed Work:	<u>\$0.00</u>
_____ % of stored material:	<u>\$ _____</u>
Total Retainage:	<u>\$ 0.00</u>
7. Total complete and stored to date less retainage (5 minus 6):	<u>\$528,203.77</u>
8. Less previous Application for Payments:	<u>\$501,793.58</u>
9. DUE THIS APPLICATION (7 MINUS 8):	<u>\$ 26,410.19</u>

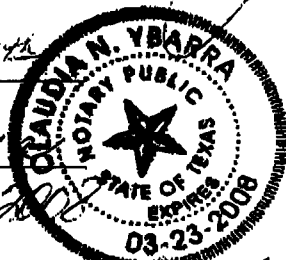
Accompanying Documentation:

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 5 & Final 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 4-11-07By: Oscar Cordova, President
Valley Paving, Inc.State of TexasCounty of HidalgoSubscribed and sworn to before me this 11th
day of April, 2007

Notary Public

My Commission expires: 03-23-2008

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 4/11/07By: Javier Hinojosa, P.E.

JAVIER HINOJOSA ENGINEERING

Valley Paving, Inc. Contractor Name
 12/1/2005 Starting Date
 Project Ending Date
 0% Retainage Percent

Application No.: 5 & FINAL
 Application Date: 4/11/2007
 Period To: 8/24/2008
 Engineer Firm: JAVIER HINOJOSA ENG.

Summary										
CSJ #	CSJ Name	Schedule Value	Work Previously Completed	This Period	Total Complete to Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
5020-058-21	Goodwin Heights #1 Avenue "A"	\$ 131,403.65	\$ 131,403.85	\$ -	\$ 131,403.65	\$ -	\$ -	\$ 131,403.65	\$ 124,833.47	\$ 6,570.18
5020-058-21	Goodwin Heights #1 Avenue "B"	\$ 131,850.65	\$ 131,850.65	\$ -	\$ 131,850.65	\$ -	\$ -	\$ 131,850.65	\$ 125,258.12	\$ 6,592.53
5020-057-21	Country Corner Country Circle (N)	\$ 23,478.85	\$ 23,478.85	\$ -	\$ 23,478.85	\$ -	\$ -	\$ 23,478.85	\$ 22,304.91	\$ 1,173.94
5020-057-21	Country Corner Country Circle (S)	\$ 27,273.85	\$ 27,273.85	\$ -	\$ 27,273.85	\$ -	\$ -	\$ 27,273.85	\$ 25,910.16	\$ 1,363.69
5020-057-21	Country Corner Country Circle (W)	\$ 26,520.30	\$ 26,520.30	\$ -	\$ 26,520.30	\$ -	\$ -	\$ 26,520.30	\$ 25,194.28	\$ 1,326.02
5020-080-21	Havana Subd. Main Street	\$ 128,424.13	\$ 128,824.13	\$ -	\$ 128,824.13	\$ 1,600.00	\$ -	\$ 126,824.13	\$ 120,482.92	\$ 6,341.21
5020-080-21	Havana Subd. Four Street	\$ 64,372.34	\$ 60,852.34	\$ -	\$ 60,852.34	\$ 3,520.00	\$ -	\$ 60,852.34	\$ 57,809.72	\$ 3,042.62
5020-062-21	La Palma Subd. Famosa Avenue	\$ 65,383.90	\$ -	\$ -	\$ -	\$ 65,383.90	\$ -	\$ -	\$ -	\$ -
5020-062-21	La Palma Subd. Datil Avenue	\$ 47,629.30	\$ -	\$ -	\$ -	\$ 47,629.30	\$ -	\$ -	\$ -	\$ -
		\$ 846,336.97	\$ 528,203.77	\$ -	\$ 528,203.77	\$ 118,133.20	\$ -	\$ 528,203.77	\$ 501,793.58	\$ 26,410.19

Prepared and Checked By:

Signature:

Printed Name: Javier Hinojosa, P.E.

Date:

4/11/07

Grand Total

Page 1 of 1

BCAP Payment Request

1-130431-00-123-03-04731
 1-1310431-00-123-03-0570-731
 1-130431-40-123-0000-731
 13102.71
 3,863.65
 4,313.83

04/13/07 08:55 FAX 956 318 2629

HIDALGO CO. PURCHASING



PURCHASING DEPARTMENT

County Of Hidalgo

April 13, 2007

Phone (956) 650-0673
Fax (956) 787-1462UNIVERSAL TRUCKERS, INC.
P.O. BOX 653
ALAMO, TEXAS 78516Re: Bid No. C-06-001-01-17 -- Sixty (60) - Day Extension
Hidalgo County Precinct No 2 "Hauling Services"

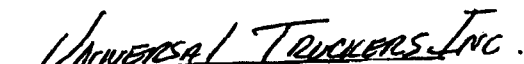
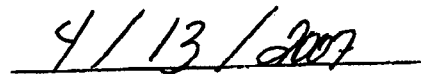
Dear MR. SAENZ:

The Hidalgo County Purchasing Department is requesting a sixty (60) day extension under the contract grace period for Hidalgo County Precinct No 2: - "Hauling Services", current contract will expire on April 12, 2007.

Please sign below to acknowledge receipt of this memo for the extension of the additional 60 days at the same rate/fees, terms and conditions while the bidding process is ongoing.

If you should have any questions or comments; please feel free to call me at (956)318-2626 and remit your response to fax number (956) 318-2629.

Thank You,


Laura Renteria-Moya/Buyer II
Hidalgo County Purchasing Department
Signature
Print Name
Company Name
Date

AI-3529

16.I.3.

BCAP PRECINCT NO 3

CC REGULAR

Date: 04/24/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.3

Agenda Item

CAPTION

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1310-431-00-123-064-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$304,834.34 available balance as of 04/20/2007

Attachments

Link: [3529](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2007 12:37 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 04:03 PM	APRV
3	Sergio Cruz	Sergio Cruz	04/20/2007 02:50 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 11:49 AM	APRV
5	Court Administrator			NEW

Form Started By: Laura Moya

Started On: 04/18/2007 01:56 PM

Final Approval Date:



3529

Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Jose M. Flores, Hidalgo County Precinct No.3
Mona Parras, Chief Administrator Precinct No.3
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director
(Signature on file)

DATE: 18 April 2007

Subject: Recommendation for award – Los Trevinos No.4 Subdivision; CSJ: 502006421

Marty, Commissioner Flores is requesting to place the above-mentioned item on Commissioner's Court for Tuesday, 24th April 2007:

Court approval to award contract to low bidder for a Round I Colonia Access Project Los Trevinos NO.4. This project is being carried by Javier Hinojosa Engineering, Inc. The low bidder for this project was IOC Company, LLC with a low bid of \$117,617.15. There were three other bidders namely: J.M. Construction; Sascon, Inc. and S & G Paving Company, Inc.

Attached is the letter of recommendation from Javier Hinojosa Engineering, Inc.

Account Numbers: 7-1310-431-00-123-064-731.

If you have any questions, please advice.

Thanks,

memo purchasing reg award rec los trevinos apr 07

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

April 9, 2007

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

**Re: Bid No. CAP 07-012-04-04-LRM
Colonia Access Program Round I Los Treviños No. 4 Subdivision**

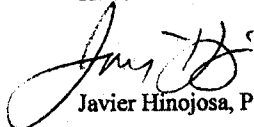
Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP 07-012-04-04-LRM on April 4, 2007. A total of four (4) bids were received with IOC Company, LLC being the low bidder with a total base bid of \$117,617.15. Attached is a copy of the bid tabulation for your review. This project involves construction reconstruction of Treviños Circle Drive (North/South and East/West sections). The Contractor will be responsible for the construction of all the subgrade work and the Precinct will be responsible for placement of the Hot Mix on these roadways. IOC Company, LLC is a reputable firm who has constructed numerous projects within Hidalgo County. We recommend award of the contract to IOC Company, LLC in the amount of \$117,617.15.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program (Fax No. 787-4683) 16 E. Dove Avenue

McAllen, Texas 78504

Tel: (956) 668-1588

Fax: (956) 994-8102

BID TABULATION SHEET
Hidalgo County Precinct #3
Hidalgo County Colonia Access Program Project Round II
Paving & Drainage Construction for Los Treviños No. 4 Subdivision
Bid # CAP-07-012-04-04-LRM
Bid Date: April 4, 2007 @ 9:30 a.m.

<u>Bidder</u>	<u>Total Base Bid</u>
1. IOC Company, LLC	\$117,617.15
2. J.M. Construction	\$125,961.25
3. Sascon, Inc.	\$133,333.00
4. S & G Paving Company, Inc.	\$150,869.00

BID TABULATION SHEET
Hidalgo County Precinct No. 3
Paving & Drainage Construction for Los Trevino's #4 Subdivision
Bid No: CAP-07-012-04-04-LRM
Bid Date: April 4, 2007 @ 9:30 a.m.

Description	QUANTITIES	JOC Company, LLC	J.M. Construction	Sascon, Inc.	S & G Paving Co. Inc.
1 Preparing ROW	15.01 STA	\$475.00	\$725.00	\$800.00	\$1,000.00
2 Backfill (TY A)	15.01 STA	\$100.00	\$700.00	\$400.00	\$600.00
3 6" Flexible Base (TY D GR6 CL4)	4,670 SY	\$6.37	\$7.10	\$7.00	\$8.00
4 Reworking Base Mat (DC) (TY D CL2)	4,670 SY	\$2.05	\$4.00	\$3.00	\$3.00
5 Lime Treatment for New Flex Base	4,670 SY	\$3.50	\$1.50	\$3.60	\$2.50
6 Balcades, Signs and Traffic Handling	5 MO	\$500.00	\$1,200.00	\$1,100.00	\$3,000.00
7 Driveway (6" Flexible Base)	572 SY	\$13.00	\$7.50	\$10.00	\$12.00
8 Driveway (Concrete 3000 PSI)	182 SY	\$40.00	\$17.00	\$39.00	\$30.00
9 15" ADS Culvert Pipe	580 LF	\$27.00	\$23.00	\$27.00	\$32.00
10 18" RCP Culvert Pipe	237 LF	\$37.00	\$38.00	\$32.00	\$32.00
11 Safety End Treatments	6 EA	\$850.00	\$750.00	\$450.00	\$550.00
12 Temp Sedmt Cont Fence	300 LF	\$3.50	\$5.00	\$3.00	\$8.00
13 Temp Sedmt Cont Fence (Remove)	300 LF	\$1.75	\$5.00	\$1.00	\$8.00
14 Relocate Mail Boxes	Lump Sum	\$5,000.00	\$2,500.00	\$6,347.00	\$4,000.00
TOTAL BASE BID		\$117,817.15	\$125,961.25	\$133,333.00	\$150,869.00

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

416 E. DOVE AVENUE
McALLEN, TEXAS 78504
(956) 668-1588
FAX: (956) 994-8102
e-mail: javhin@rgv.rr.com

FACSIMILE TRANSMITTAL SHEET

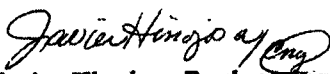
DATE: 4-¹⁸9-07
TO: Agapito Vargas
FROM: JAVIER HINOJOSA, P.E
REFERENCE: Los Invierno No. 4 Subd.
NOTES: _____

TOTAL NUMBER OF PAGES (INCLUDING COVER SHEET): 4

FAX NUMBER SENT TO: () 787- 4683

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL OUR
OFFICE IMMEDIATELY AT (956) 668-1588.

THANK YOU,


Javier Hinojosa Engineering

AI-3548

17.A.

Health Insurance Claims for 04/03/07 thru 04/16/07
CC REGULAR

Date: 04/24/2007
Submitted By: Anna Galvan, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Health Insurance Division:

1. Discussion, consideration and approval to transfer \$ 462,452.44 to Hidalgo County Insurance claims bank account for Health claims for the periods:

April 03, 2007 thru April 09, 2007	\$ 268,001.86
April 10, 2007 thru April 16, 2007	\$ 194,450.58
	\$ 462,452.44

2. Approval of wire transfer to cover the claims paid.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Health Claims for 04-03-07 thru 04/09/07](#)

Link: [Health Claims for 04-10-07 thru 04-16-07](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/20/2007 11:58 AM	APRV
2	Purchasing Department	Marty Salazar	04/20/2007 12:50 PM	APRV
3	Auditor's Office	Linda Fong	04/21/2007 08:36 AM	APRV
4	Court Administrator			NEW

Form Started By: Anna Galvan

Started On: 04/18/2007 03:58 PM

Final Approval Date:

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/3/2007 through 4/9/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	R00014S0	\$0.00	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70034382	-\$81.94	2/8/2007	4/3/2007	4/3/2007 Cancelled
00000000000010008578	GUSIP970A	70037294	\$6,565.29	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037295	\$80.00	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037296	\$317.53	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037297	\$71.56	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037298	\$103.75	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037299	\$200.00	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037300	\$104.92	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037301	\$230.61	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037302	\$368.85	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037303	\$196.00	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037304	\$838.76	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037305	\$13.00	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037306	\$281.31	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037307	\$207.11	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037308	\$12.59	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037309	\$28.91	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037310	\$70.88	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037311	\$150.23	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037312	\$21.38	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037313	\$995.02	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037314	\$4,253.56	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037315	\$796.46	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037316	\$268.48	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037317	\$13.00	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037318	\$419.35	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037319	\$730.12	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037320	\$186.00	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037321	\$201.46	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037322	\$11.50	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037323	\$7.59	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037324	\$25.00	4/2/2007	4/3/2007	4/3/2007 Issued
00000000000010008578	GUSIP970A	70037325	\$87.19	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037326	\$37.00	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037327	\$5.46	4/3/2007	4/4/2007	4/4/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/3/2007 through 4/9/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037328	\$190.96	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037329	\$121.46	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037330	\$54.29	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037331	\$98.75	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037332	\$44.09	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037333	\$76.06	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037334	\$134.38	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037335	\$61.94	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037336	\$23.24	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037337	\$848.00	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037338	\$99.43	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037339	\$47.77	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037340	\$86.77	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037341	\$141.16	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037342	\$21.56	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037343	\$72.60	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037344	\$34.30	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037345	\$148.81	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037346	\$31.00	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037347	\$144.29	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037348	\$149.79	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037349	\$290.56	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037350	\$44.00	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037351	\$338.98	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037352	\$1,561.68	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037353	\$313.35	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037354	\$39.09	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037355	\$168.48	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037356	\$162.53	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037357	\$135.71	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037358	\$198.30	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037359	\$278.56	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037360	\$18.00	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037361	\$15,353.41	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037362	\$331.98	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037363	\$305.80	4/3/2007	4/4/2007	4/4/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/3/2007 through 4/9/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037364	\$287.60	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037365	\$1,778.48	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037366	\$549.54	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037367	\$197.53	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037368	\$4.50	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037369	\$60.15	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037370	\$36.80	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037371	\$110.51	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037372	\$175.00	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037373	\$193.28	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037374	\$208.82	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037375	\$72.83	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037376	\$35.94	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037377	\$629.17	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037378	\$278.40	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037379	\$35.39	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037380	\$8.04	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037381	\$241.12	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037382	\$111.91	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037383	\$2,210.68	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037384	\$247.90	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037385	\$44.22	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037386	\$15.20	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037387	\$33.48	4/3/2007	4/4/2007	4/4/2007 Issued
00000000000010008578	GUSIP970A	70037388	\$535.88	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037389	\$559.55	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037390	\$75.00	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037391	\$7,275.41	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037392	\$34.47	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037393	\$23.59	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037394	\$60.00	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037395	\$29.08	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037396	\$80.11	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037397	\$228.13	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037398	\$70.73	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037399	\$92.01	4/4/2007	4/5/2007	4/5/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/3/2007 through 4/9/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037400	\$82.75	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037401	\$196.00	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037402	\$80.53	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037403	\$1,019.42	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037404	\$39.17	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037405	\$120.85	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037406	\$146.84	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037407	\$185.55	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037408	\$18.94	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037409	\$74.87	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037410	\$284.99	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037411	\$111.13	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037412	\$85.17	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037413	\$70.00	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037414	\$110.25	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037415	\$484.58	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037416	\$51.28	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037417	\$65.03	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037418	\$34.30	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037419	\$111.07	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037420	\$77.30	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037421	\$562.06	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037422	\$192.75	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037423	\$7.04	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037424	\$99.47	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037425	\$407.66	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037426	\$176.86	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037427	\$79.13	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037428	\$35.88	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037429	\$222.00	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037430	\$104.75	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037431	\$30.00	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037432	\$3.32	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037433	\$39.09	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037434	\$44.36	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037435	\$33.01	4/4/2007	4/5/2007	4/5/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/3/2007 through 4/9/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037436	\$88.18	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037437	\$140.74	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037438	\$72.75	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037439	\$66.56	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037440	\$24.76	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037441	\$115.55	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037442	\$73.45	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037443	\$311.23	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037444	\$221.26	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037445	\$36.99	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037446	\$41.25	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037447	\$39.32	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037448	\$84.29	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037449	\$44.01	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037450	\$232.05	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037451	\$188.86	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037452	\$33.60	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037453	\$82.09	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037454	\$316.65	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037455	\$929.92	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037456	\$1,347.63	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037457	\$169.50	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037458	\$14.68	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037459	\$48.12	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037460	\$42.65	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037461	\$26.44	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037462	\$1,509.94	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037463	\$526.03	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037464	\$136.50	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037465	\$7.01	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037466	\$200.88	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037467	\$191.19	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037468	\$333.48	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037469	\$15.82	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037470	\$196.91	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037471	\$71.56	4/4/2007	4/5/2007	4/5/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/3/2007 through 4/9/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037472	\$116.98	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037473	\$616.34	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037474	\$199.88	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037475	\$93,713.14	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037476	\$1,685.25	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037477	\$310.95	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037478	\$39.96	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037479	\$144.49	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037480	\$67.55	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037481	\$116.14	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037482	\$5.00	4/4/2007	4/5/2007	4/5/2007 Issued
00000000000010008578	GUSIP970A	70037483	\$284.85	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037484	\$119.68	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037485	\$314.33	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037486	\$241.31	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037487	\$86.23	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037488	\$112.85	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037489	\$293.34	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037490	\$203.85	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037491	\$86.71	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037492	\$357.58	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037493	\$3.10	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037494	\$66.56	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037495	\$64.58	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037496	\$45.21	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037497	\$585.20	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037498	\$39.09	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037499	\$78.94	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037500	\$196.17	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037501	\$196.88	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037502	\$103.86	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037503	\$126.10	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037504	\$123.75	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037505	\$424.86	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037506	\$153.86	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037507	\$24.90	4/5/2007	4/6/2007	4/6/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/3/2007 through 4/9/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037508	\$244.40	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037509	\$44.09	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037510	\$50.00	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037511	\$147.76	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037512	\$10,474.82	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037513	\$796.01	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037514	\$114.63	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037515	\$128.20	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037516	\$137.66	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037517	\$73.29	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037518	\$60.88	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037519	\$34.08	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037520	\$58.75	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037521	\$244.00	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037522	\$3,362.24	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037523	\$62.55	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037524	\$18.00	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037525	\$71.04	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037526	\$123.42	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037527	\$76.05	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037528	\$4,505.96	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037529	\$312.01	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037530	\$110.08	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037531	\$520.11	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037532	\$136.04	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037533	\$2,968.93	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037534	\$510.85	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037535	\$244.80	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037536	\$55.59	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037537	\$20.00	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037538	\$5.00	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037539	\$20.00	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037540	\$25.00	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037541	\$4,316.70	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037542	\$49.09	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037543	\$461.23	4/5/2007	4/6/2007	4/6/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/3/2007 through 4/9/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037544	\$44.36	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037545	\$162.28	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037546	\$18.00	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037547	\$240.63	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037548	\$44.09	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037549	\$171.97	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037550	\$174.85	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037551	\$109.62	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037552	\$197.92	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037553	\$316.74	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037554	\$9.04	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037555	\$295.90	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037556	\$178.60	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037557	\$279.14	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037558	\$143.70	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037559	\$140.14	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037560	\$2,237.27	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037561	\$4.73	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037562	\$77.14	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037563	\$37.87	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037564	\$113.73	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037565	\$65.03	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037566	\$63.17	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037567	\$551.47	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037568	\$28.34	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037569	\$66.99	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037570	\$55.88	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037571	\$39.09	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037572	\$13.00	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037573	\$92.04	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037574	\$144.29	4/5/2007	4/6/2007	4/6/2007 Issued
00000000000010008578	GUSIP970A	70037575	\$54.29	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037576	\$149.18	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037577	\$583.71	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037578	\$1,272.98	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037579	\$80.89	4/7/2007	4/9/2007	4/9/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/3/2007 through 4/9/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037580	\$1,778.48	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037581	\$44.01	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037582	\$410.17	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037583	\$263.16	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037584	\$80.04	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037585	\$56.20	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037586	\$179.11	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037587	\$2.01	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037588	\$52.47	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037589	\$386.10	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037590	\$26.87	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037591	\$81.46	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037592	\$91.44	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037593	\$300.29	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037594	\$1,987.80	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037595	\$78.12	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037596	\$125.76	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037597	\$236.12	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037598	\$1,087.92	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037599	\$1,503.43	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037600	\$35.83	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037601	\$151.40	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037602	\$164.00	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037603	\$25.00	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037604	\$75.00	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037605	\$5.00	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037606	\$186.72	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037607	\$56.15	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037608	\$235.87	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037609	\$133.31	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037610	\$100.99	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037611	\$30.09	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037612	\$270.73	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037613	\$25.00	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037614	\$44.01	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037615	\$480.40	4/7/2007	4/9/2007	4/9/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/3/2007 through 4/9/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037616	\$39.09	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037617	\$77.31	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037618	\$125.95	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037619	\$157.00	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037620	\$353.07	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037621	\$47.77	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037622	\$60.81	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037623	\$24.50	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037624	\$206.10	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037625	\$48.00	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037626	\$740.00	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037627	\$85.17	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037628	\$106.00	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037629	\$534.15	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037630	\$630.00	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037631	\$143.36	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037632	\$210.00	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037633	\$246.50	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037634	\$12.31	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037635	\$143.20	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037636	\$451.50	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037637	\$24.50	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037638	\$260.14	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037639	\$31.99	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037640	\$34.30	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037641	\$227.00	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037642	\$326.55	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037643	\$68.50	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037644	\$31.99	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037645	\$104.35	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037646	\$584.58	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037647	\$197.97	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037648	\$13.00	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037649	\$13.00	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037650	\$73.00	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037651	\$345.13	4/7/2007	4/9/2007	4/9/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/3/2007 through 4/9/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037652	\$359.97	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037653	\$470.68	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037654	\$31.99	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037655	\$55.03	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037656	\$4,206.70	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037657	\$1,020.00	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037658	\$293.52	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037659	\$60.57	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037660	\$530.55	4/7/2007	4/9/2007	4/9/2007 Issued
00000000000010008578	GUSIP970A	70037661	\$33,125.09	4/8/2007	4/9/2007	4/9/2007 Issued
Total			\$268,001.86			

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/10/2007 through 4/16/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	R00014XE	\$0.00	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70000069	\$42.15	3/5/2005	4/16/2007	4/16/2007 Stopped - Reversal
00000000000010008578	GUSIP970A	70000148	\$124.85	3/8/2005	4/16/2007	4/16/2007 Stopped - Reversal
00000000000010008578	GUSIP970A	70000701	\$1,127.55	3/23/2005	4/16/2007	4/16/2007 Stopped - Reversal
00000000000010008578	GUSIP970A	70037662	\$85.17	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037663	\$52.16	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037664	\$5,908.60	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037665	\$40.76	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037666	\$131.70	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037667	\$35.02	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037668	\$91.26	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037669	\$105.00	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037670	\$44.09	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037671	\$13.00	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037672	\$498.53	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037673	\$39.37	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037674	\$1,503.32	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037675	\$30.77	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037676	\$75.36	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037677	\$41.40	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037678	\$39.36	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037679	\$126.27	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037680	\$200.24	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037681	\$56.03	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037682	\$63.73	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037683	\$113.29	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037684	\$4.75	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037685	\$39.30	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037686	\$555.25	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037687	\$34.18	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037688	\$95.73	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037689	\$172.44	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037690	\$53.61	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037691	\$105.29	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037692	\$113.01	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037693	\$92.69	4/9/2007	4/10/2007	4/10/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/10/2007 through 4/16/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037694	\$35.39	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037695	\$209.52	4/9/2007	4/10/2007	4/10/2007 Issued
00000000000010008578	GUSIP970A	70037696	\$23.80	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037697	\$428.90	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037698	\$57.79	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037699	\$714.50	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037700	\$311.22	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037701	\$435.91	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037702	\$143.12	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037703	\$76.87	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037704	\$220.44	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037705	\$242.75	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037706	\$72.80	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037707	\$497.62	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037708	\$83.84	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037709	\$29.00	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037710	\$436.98	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037711	\$17.97	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037712	\$72.68	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037713	\$265.52	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037714	\$98.04	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037715	\$150.29	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037716	\$94.22	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037717	\$121.51	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037718	\$65.09	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037719	\$111.42	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037720	\$40.48	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037721	\$169.28	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037722	\$26.00	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037723	\$33.95	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037724	\$49.00	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037725	\$72.75	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037726	\$336.36	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037727	\$27,070.00	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037728	\$234.86	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037729	\$34.18	4/10/2007	4/11/2007	4/11/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/10/2007 through 4/16/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037730	\$191.44	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037731	\$49.16	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037732	\$209.84	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037733	\$42.85	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037734	\$26.00	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037735	\$81.45	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037736	\$53.37	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037737	\$129.61	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037738	\$227.20	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037739	\$90.43	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037740	\$30.00	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037741	\$14.84	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037742	\$654.50	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037743	\$2,376.60	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037744	\$626.45	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037745	\$67.06	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037746	\$11.47	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037747	\$124.16	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037748	\$121.07	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037749	\$25.00	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037750	\$511.58	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037751	\$82.07	4/10/2007	4/11/2007	4/11/2007 Issued
00000000000010008578	GUSIP970A	70037752	\$95.59	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037753	\$36.36	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037754	\$181.77	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037755	\$152.50	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037756	\$9,796.16	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037757	\$69.61	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037758	\$127.43	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037759	\$99.22	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037760	\$254.73	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037761	\$36.25	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037762	\$236.86	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037763	\$65.51	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037764	\$110.24	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037765	\$97.12	4/11/2007	4/12/2007	4/12/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/10/2007 through 4/16/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037766	\$6.48	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037767	\$103.72	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037768	\$347.50	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037769	\$144.87	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037770	\$4,567.71	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037771	\$85.17	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037772	\$207.44	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037773	\$857.63	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037774	\$34.16	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037775	\$381.11	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037776	\$13.00	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037777	\$46.91	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037778	\$170.55	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037779	\$29.96	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037780	\$188.55	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037781	\$68.30	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037782	\$249.20	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037783	\$465.88	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037784	\$61.66	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037785	\$64.58	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037786	\$350.52	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037787	\$221.58	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037788	\$773.50	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037789	\$80.00	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037790	\$51.52	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037791	\$72.59	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037792	\$11,545.20	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037793	\$44.01	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037794	\$2,037.37	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037795	\$251.18	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037796	\$38.20	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037797	\$1,643.50	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037798	\$95.69	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037799	\$80.00	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037800	\$168.88	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037801	\$52.96	4/11/2007	4/12/2007	4/12/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/10/2007 through 4/16/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037802	\$145.36	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037803	\$21.26	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037804	\$61.38	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037805	\$476.00	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037806	\$82.50	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037807	\$203.85	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037808	\$48.00	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037809	\$751.43	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037810	\$120.46	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037811	\$244.80	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037812	\$89.76	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037813	\$40.12	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037814	\$86.41	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037815	\$45.24	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037816	\$131.86	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037817	\$80.00	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037818	\$25.00	4/11/2007	4/12/2007	4/12/2007 Issued
00000000000010008578	GUSIP970A	70037819	\$352.47	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037820	\$6,362.01	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037821	\$234.01	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037822	\$62.55	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037823	\$177.18	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037824	\$361.60	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037825	\$489.41	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037826	\$43.44	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037827	\$4,960.50	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037828	\$332.91	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037829	\$88.93	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037830	\$981.67	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037831	\$81.84	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037832	\$181.25	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037833	\$18.00	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037834	\$279.10	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037835	\$69.87	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037836	\$214.00	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037837	\$1,450.29	4/12/2007	4/13/2007	4/13/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/10/2007 through 4/16/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037838	\$18.00	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037839	\$20.34	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037840	\$32.97	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037841	\$19.28	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037842	\$87.52	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037843	\$184.61	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037844	\$383.79	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037845	\$39.09	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037846	\$92.05	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037847	\$47.84	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037848	\$13.00	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037849	\$474.68	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037850	\$50.00	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037851	\$145.00	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037852	\$163.16	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037853	\$34.30	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037854	\$342.82	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037855	\$37.00	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037856	\$45.76	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037857	\$31.99	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037858	\$96.78	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037859	\$5,286.18	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037860	\$378.70	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037861	\$182.48	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037862	\$351.56	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037863	\$424.79	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037864	\$39.09	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037865	\$13.00	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037866	\$575.55	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037867	\$38.00	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037868	\$46.26	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037869	\$586.33	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037870	\$199.35	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037871	\$557.50	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037872	\$5,951.14	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037873	\$88.18	4/12/2007	4/13/2007	4/13/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/10/2007 through 4/16/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037874	\$13.00	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037875	\$59.96	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037876	\$75.12	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037877	\$29.08	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037878	\$10.88	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037879	\$47.30	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037880	\$243.40	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037881	\$73.66	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037882	\$137.44	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037883	\$70.24	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037884	\$557.07	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037885	\$60.35	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037886	\$44.09	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037887	\$53.54	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037888	\$56.94	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037889	\$426.30	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037890	\$547.58	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037891	\$120.07	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037892	\$124.93	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037893	\$208.26	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037894	\$284.77	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037895	\$171.24	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037896	\$3.33	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037897	\$20.00	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037898	\$5.00	4/12/2007	4/13/2007	4/13/2007 Issued
00000000000010008578	GUSIP970A	70037899	\$7.01	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037900	\$234.27	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037901	\$36.31	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037902	\$172.89	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037903	\$54.81	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037904	\$247.99	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037905	\$68.79	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037906	\$518.48	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037907	\$18.00	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037908	\$143.75	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037909	\$99.74	4/14/2007	4/16/2007	4/16/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/10/2007 through 4/16/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037910	\$67.83	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037911	\$39.17	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037912	\$1,584.55	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037913	\$1,790.83	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037914	\$229.44	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037915	\$269.84	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037916	\$1,980.84	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037917	\$117.09	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037918	\$553.24	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037919	\$13.00	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037920	\$75.89	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037921	\$39.30	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037922	\$71.21	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037923	\$265.06	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037924	\$75.89	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037925	\$527.97	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037926	\$193.11	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037927	\$302.29	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037928	\$4,352.49	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037929	\$17.75	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037930	\$18.00	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037931	\$86.00	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037932	\$94.39	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037933	\$80.42	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037934	\$705.29	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037935	\$4,459.47	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037936	\$1,829.10	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037937	\$722.45	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037938	\$17.50	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037939	\$258.95	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037940	\$30.37	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037941	\$64.00	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037942	\$1,425.14	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037943	\$207.30	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037944	\$66.56	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037945	\$36.36	4/14/2007	4/16/2007	4/16/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/10/2007 through 4/16/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70037946	\$77.50	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037947	\$116.37	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037948	\$18.00	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037949	\$112.00	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037950	\$279.07	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037951	\$55.82	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037952	\$85.00	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037953	\$28.72	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037954	\$5,199.50	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037955	\$25.00	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037956	\$132.56	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037957	\$39.18	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037958	\$18.02	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037959	\$160.68	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037960	\$447.83	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037961	\$20.77	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037962	\$72.68	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037963	\$126.96	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037964	\$45.00	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037965	\$144.05	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037966	\$34.18	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037967	\$715.34	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037968	\$28.01	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037969	\$24.40	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037970	\$18.00	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037971	\$68.01	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037972	\$15.00	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037973	\$212.09	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037974	\$34.58	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037975	\$75.89	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037976	\$235.26	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037977	\$171.08	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037978	\$87.14	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037979	\$69.92	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037980	\$613.07	4/14/2007	4/16/2007	4/16/2007 Issued
00000000000010008578	GUSIP970A	70037981	\$31,869.92	4/15/2007	4/16/2007	4/16/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 4/10/2007 through 4/16/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	79900383	\$1,141.89	4/16/2007	4/16/2007	4/16/2007 MHS Issued Trade
Total			\$194,450.58			Payable

AI-3503

17.B.

UPL

CC REGULAR

Date: 04/24/2007

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 04/24/2007 amount not to exceed \$ 36,661.48
Check register 04/25/2007 amount not to exceed \$ 79,804.77
2. Approval of wire transfer to cover the claims to be paid

BACKGROUND

Revenue & Expenditures

Attachments

Link: [UPL -1](#)

Link: [UPL -2](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel	Damaris San Miguel	04/19/2007 04:38 PM	APRV
2	Budget & Management	Dina Trevino	04/19/2007 04:46 PM	APRV
3	Ana Galvan	Anna Galvan	04/20/2007 11:55 AM	APRV
4	Purchasing Department	Marty Salazar	04/20/2007 12:45 PM	APRV
5	Auditor's Office	Linda Fong	04/21/2007 08:37 AM	APRV
6	Court Administrator			NEW

Form Started By: Damaris San Miguel

Started On: 04/17/2007 04:53 PM

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 4-24-07 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
(per diskette by the H.C.I.H.C.D. generated from the CAD Computing
Software System payment information)

\$ 36,661.48

Amount to be paid (per the PROVIDER'S INVOICE REPORT
from the CAD Software.) The amount must agree with the total on the diskette (shown
above) being provided to the Auditor's Office.

\$ 36,661.48

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.

yes

For this week's payments, was the duplicate invoice
test run on a daily basis? (yes or no)

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: _____

Signature of H.C.I.H.C.D. Director

4-17-07

Complete this form on a weekly basis & send to the County Auditor's Office with the disk for payment.

Notes:

Hidalgo County Indigent Health Care Program

Date: Tue Apr 17, 2007

Diskette Report Completed for 04-24-2007 to 04-24-2007

Number of Invoices: 255

Total Amount to Pay: \$36,661.48

Time Elapsed: 00:00:02

Drive, Path & Filename: C:DiskRept.ven

Date: 04-17-2007

Providers' Invoices, from 04-24-2007 to 04-24-2007

Page 14

Name: VALLEY RADIOLOGTS & ASSOC

I.H.C.Code: 40117

TaxNo: 240117

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00002408	7.48	04-24-07	12-14-06	004016	N	44105046
00002405	9.04	04-24-07	12-19-06	007608	N	44105046
00002415	10.64	04-24-07	08-24-06	010978	N	44105046
00002403	130.84	04-24-07	05-26-06	969006	N	44105046
Total	157.97	Invoices	4			

GndTotal

36,661.48

Number of Invoices: 255

Ranfac

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 4-25-07 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 \$ 79,804.77
(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 \$ 79,804.77
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)

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: 4-17-07
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:

Hidalgo County Indigent Health Care Program

Date: Tue Apr 17, 2007

Diskette Report Completed for 04-25-2007 to 04-25-2007

Number of Invoices: 826

Total Amount to Pay: \$79,804.77

Time Elapsed: 00:00:09

Drive, Path & Filename: C:DiskRept.ven

Providers' Invoices, from 04-25-2007 to 04-25-2007

Page 29

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
~~00008058~~	~~28.78~~	~~04-25-07~~	~~02-15-07~~	006497	N	44117044
~~00008059~~	~~14.73~~	~~04-25-07~~	~~02-15-07~~	006497	N	44105046
~~00008051~~	~~40.42~~	~~04-25-07~~	~~01-31-07~~	006950	N	44117044
~~00008038~~	~~28.78~~	~~04-25-07~~	~~02-05-07~~	009212	N	44117044
~~00008062~~	~~28.78~~	~~04-25-07~~	~~02-19-07~~	009448	N	44117044
~~00008039~~	~~28.78~~	~~04-25-07~~	~~02-05-07~~	016862	N	44117044
~~00008066~~	~~28.78~~	~~04-25-07~~	~~01-26-07~~	06150A	N	44117044
~~00008057~~	~~47.07~~	~~04-25-07~~	~~01-31-07~~	06950A	N	44117044
~~00008063~~	~~10.47~~	~~04-25-07~~	~~01-31-07~~	06950A	N	44105046
~~00008045~~	~~28.78~~	~~04-25-07~~	~~01-29-07~~	117658	N	44117044
~~00008065~~	~~34.84~~	~~04-25-07~~	~~01-24-07~~	510588	N	44117044
~~00008064~~	~~28.78~~	~~04-25-07~~	~~01-24-07~~	614840	N	44117044
~~00008037~~	~~34.84~~	~~04-25-07~~	~~01-31-07~~	619501	N	44117044
~~00008036~~	~~28.78~~	~~04-25-07~~	~~01-29-07~~	625952	N	44117044
~~00008035~~	~~19.15~~	~~04-25-07~~	~~01-29-07~~	710405	N	44117044
~~00008046~~	~~28.78~~	~~04-25-07~~	~~02-01-07~~	740252	N	44117044
~~00008048~~	~~28.78~~	~~04-25-07~~	~~01-31-07~~	948784	N	44117044
~~00008061~~	~~28.78~~	~~04-25-07~~	~~02-19-07~~	993224	N	44117044
Total	835.46	Invoices	26			

Name: ZAPATA, HUGO MD.

I.H.C.Code: 50147

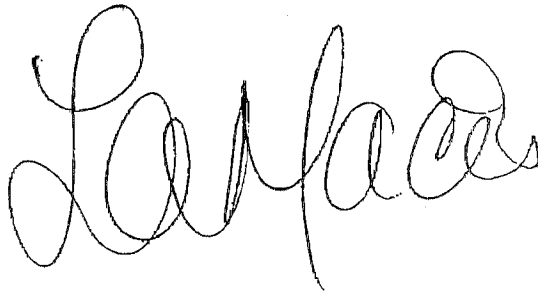
TaxNo: 250147

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
~~00000269~~	~~40.42~~	~~04-25-07~~	~~02-08-07~~	003365	N	44117044
~~00000270~~	~~105.97~~	~~04-25-07~~	~~02-08-07~~	003365	N	44105046
Total	146.39	Invoices	2			

GndTotal

79,804.77

Number of Invoices: 826



AI-3593

17.C.

**Amendment one to Escrow Agreement
CC REGULAR**

Date: 04/24/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Steve Crain
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

UPL:
Discussion, consideration and action on Amendment 1 to Escrow Representative Agreement

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Amendment](#)

Link: [email](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/20/2007 03:47 PM	APRV
2	Dale Kennan	Dale Kennan	04/20/2007 03:53 PM	APRV
3	Purchasing Department	Marty Salazar	04/21/2007 10:46 AM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 11:50 AM	APRV
5	Court Administrator			NEW

Form Started By: Monica Badillo

Started On: 04/20/2007 03:32 PM

Final Approval Date:

AMENDMENT 1 TO ESCROW REPRESENTATIVE AGREEMENT

THIS AMENDMENT 1 to the ESCROW REPRESENTATIVE AGREEMENT ("Agreement") is made and entered into this ____ day of April, 2007, by and among the hospitals listed on Exhibit A (collectively, the "Affiliated Hospitals") and Hidalgo County ("County").

WITNESSETH

1. *Recitals.* The County and the Affiliated Hospitals have entered into the Hidalgo County Escrow Representative Agreement dated December 28, 2006 (the "Escrow Representative Agreement"). The County and the Affiliated Hospitals desire that the Escrow Representative required by Section 3 of the Escrow Agreement be appointed pursuant to the terms of this Agreement. The parties therefore agree as follows:

2. *Appointment of Escrow Representative.* The County and the Affiliated Hospitals hereby appoint the County Treasurer and the County Auditor, jointly, as the Escrow Representative under the Escrow Agreement and the Escrow Representative hereby accepts such appointment. The December 28, 2006 designation of Gjerset & Lorenz, LLP as Escrow Representative is hereby rescinded, and Gjerset & Lorenz, LLP shall no longer serve as the Escrow Representative effective immediately.

3. *Definitions.* For purposes of this Agreement, all capitalized terms shall have the meaning set out for them either in this Agreement or in the Escrow Agreement.

4. *Disbursement of the Deposit.* The Escrow Representative is hereby duly authorized to direct Escrow Agent to disburse funds from the Primary Account only according to the terms outlined below.

(a) Upon notice from the Texas Health and Human Services Commission to transfer the non-federal share of the Hidalgo County Medicaid supplemental payment program established under Texas Medicaid State Plan Amendment 05-001 ("Indigent Program") to the State, the Escrow Representative shall direct the Escrow Agent to transfer funds from the Primary Account into the Sweep Account in the amount necessary to provide the non-federal share of the Indigent Program.

(b) In the event the Indigent Program is terminated or ceases to receive funding as a result of Federal or State legislative or regulatory action, the Escrow Representative, upon unanimous direction from the Affiliated Hospitals, shall then be authorized to deliver a terminating notice to the Escrow Agent. The terminating notice shall direct the Escrow Agent to disburse the entire balance of the Deposit from the Primary Account directly to each of the Affiliated Hospitals according to the following terms:

(1) Each Affiliated Hospital shall receive a payment from the Primary Account for Medicaid services rendered.

(2) The payment received by each of the Affiliated Hospitals shall not exceed each individual hospital's available Medicaid UPL cap room for the current State Fiscal Year as calculated according to the Federal Medicaid upper payment limits at 42 C.F.R. § 447.271 (the Medicaid UPL cap) and 42 C.F.R. § 447.272(c)(2) (limitations on Disproportionate Share Hospitals).

(3) In the event the balance of the Primary Account is insufficient to pay each Affiliated Hospital the full amount of its available Medicaid UPL cap room, each Affiliated Hospital shall be paid a pro rata amount from the Primary Account proportionate to each Affiliated Hospital's share of Medicaid DSH hospital specific limit room available after all other Medicaid payments have been made to the Affiliated Hospitals.

5. *Assignment.* This Agreement shall not be assigned by any of the parties without the prior written consent of all parties.

6. *Reliance; Liability.* The Escrow Representative may rely on, and shall not be liable for acting or refraining from acting in accordance with, any written notice, instruction or request or other paper furnished to it hereunder or pursuant hereto and believed by it to have been signed or presented by the proper party or parties. The Escrow Representative shall be responsible for directing the Escrow Agent to disburse the Deposit pursuant to this Agreement; provided, that the Escrow Representative shall have no liability for any loss arising from any cause beyond its control, including, but not limited to, the following: (a) acts of God, force majeure, including, without limitation, war (whether or not declared or existing), revolution, insurrection, riot, civil commotion, accident, fire, explosion, stoppage of labor, strikes and other differences with employees; (b) the act, failure or neglect of any party hereto or any agent or correspondent; (c) any delay, error, omission or default of any mail, courier, telegraph, cable or wireless agency or operator; or (d) the acts or edicts of any government or governmental agency or other group or entity exercising governmental powers.

7. *Choice of Laws; Cumulative Rights.* This Agreement shall be construed under, and governed by, the laws of the State of Texas, excluding, however, its choice of law rules. The parties hereto agree that the forum for resolution of any dispute arising under this Agreement shall be Hidalgo County, Texas.

8. *Resignation.* The Escrow Representative may resign hereunder upon thirty (30) days prior notice to all parties to this Agreement. Upon receiving notice of resignation from the Escrow Representative, the County and the Affiliated Hospitals shall jointly designate a substitute Escrow Representative.

9. *Termination.* This Agreement shall terminate upon the termination of the Escrow Agreement.

10. *Notices.* Any notice or other communication required or permitted to be given under this Agreement by any party hereto to any other party hereto shall be considered as properly given if in writing and (a) delivered against receipt therefore, (b) mailed by registered or

certified mail, return receipt requested and postage prepaid or (c) sent by overnight delivery by a reputable overnight carrier to the address set forth below:

County: Hidalgo County
100 E. Cano 2nd Floor
P.O. Box 1356
Edinburg, Texas 78539
Attn: County Judge

Affiliated Hospitals: See Attached Exhibit A

With a Copy to: James E. Gjerset
GJERSET & LORENZ, LLP
2801 Via Fortuna, Suite 500
Austin, Texas 78746

Delivery of any communication given in accordance herewith shall be effective only upon actual receipt thereof by the party or parties to whom such communication is directed. Any party to this Agreement may change the address to which communications hereunder are to be directed by giving written notice to the other party or parties hereto in the manner provided in this section.

11. *Representation and Warranty.* Neither the County, the Affiliated Hospitals, nor any of their representatives are (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the “Federal health care programs”); (ii) convicted of a criminal offense related to the provision of health care items or services but not yet excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) under investigation or otherwise aware of any circumstances which may result in the exclusion of the County, the Affiliated Hospital, or any of their representatives from participation in Federal health care programs.

12. *General.* The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement and any affidavit, certificate, instrument agreement or other document required to be provided hereunder may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Unless the context shall otherwise require, the singular shall include the plural and vice-versa, and each pronoun in any gender shall include all other genders. The terms and provisions of this Agreement constitute the entire agreement among the parties hereto in respect of the subject matter hereof, and neither the Affiliated Hospitals nor the County has relied on any representations or agreements of the other, except as specifically set forth in this Agreement. This Agreement or any provision hereof may be amended, modified, waived, or terminated only by written instrument duly signed by the parties hereto. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, trustees, receivers and Permitted Assigns. This Agreement is for the sole and exclusive benefit of the Affiliated Hospitals and the County, and nothing in this Agreement, express or implied, is

intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

COUNTY:

HIDALGO COUNTY

By _____
The Honorable J.D. Salinas
County Judge

AFFILIATED HOSPITALS:

DOCTORS HOSPITAL AT RENAISSANCE

By _____
Lawrence Gelman, MD, Chief Executive Officer

EDINBURG REGIONAL MEDICAL CENTER

By _____
Douglas A. Matney, Group Director

KNAPP MEDICAL CENTER

By _____
James A. Summersett III, Chief Executive Officer

McALLEN MEDICAL CENTER

By _____
Douglas A. Matney, Group Director

MISSION REGIONAL MEDICAL CENTER

By _____
Javier Iruegas, Chief Executive Officer

**COLUMBIA RIO GRANDE HEALTHCARE, L.P.,
D/B/A RIO GRANDE REGIONAL HOSPITAL**

By: Rio Grande Regional Hospital, Inc., its general
partner

By _____
Maura Walsh, Senior Vice President

67201

EXHIBIT A

Affiliated Hospitals

1. DOCTORS HOSPITAL AT RENAISSANCE
5501 S. McColl Road
Edinburg, Texas 78539
ATTN: Chief Executive Officer
2. EDINBURG REGIONAL MEDICAL CENTER
1102 W. Trenton Road
Edinburg, Texas 78539
ATTN: Chief Executive Officer
3. KNAPP MEDICAL CENTER
1401 East Eighth Street
Weslaco, Texas 78596
ATTN: Chief Executive Officer
4. MCALLEN MEDICAL CENTER
301 W Expressway 83
McAllen, Texas 78503
ATTN: Chief Executive Officer
5. MISSION REGIONAL MEDICAL CENTER
900 South Bryan Road
Mission, Texas 78572
ATTN: Chief Executive Officer
6. RIO GRANDE REGIONAL HOSPITAL
101 East Ridge Road
McAllen, Texas 78503
ATTN: Chief Executive Officer

Good Morning!!!!!!! Itssssssssssss Fridayyyyyyyyy

Monica

As per Mr. Crain attached is a copy of the Amendment 1 regarding (the affiliation of hospitals) item that needs to be posted on the agenda for this Tuesdays Commissioners Court.

If you have any questions, please call our office. Have a great weekend.

Marynel Trevino
Secretary for Stephen L. Crain &
Mercedes Salinas Espinosa
ATLAS & HALL, L.L.P.,
818 Pecan Blvd.
P. O. Box 3725
McAllen, Texas 78501
Telephone # (956) 682-5501
Facsimile # (956) 686-6109
www.atlashall.com

----- Original Message -----

From: [Stephen L. Crain](#)
To: [Marynel Trevino](#)
Sent: Friday, April 20, 2007 9:05 AM
Subject: FW: Amendment 1 to Escrow Representative Agreement

From: Jeff Brinker [mailto:brinker@gl-law.com]
Sent: Thursday, April 19, 2007 4:38 PM
To: Ray Eufracio; scrain@atlashall.com
Cc: valde.guerra@co.hidalgo.tx.us; eddie.olivarez@hchd.org; Doug.Matney@uhsrgv.com; Lawrence Gelman; James Summersett; Stephen Jones; Javier Iruegas; James E. Gjerset
Subject: Amendment 1 to Escrow Representative Agreement

Attached is an amendment to the Escrow Representative Agreement that names the County Auditor and the County Treasurer, jointly, as the Escrow Representative and revokes the December 28, 2006 designation of Gjerset & Lorenz as the Escrow Representative.

On behalf of the hospitals, we request that the County place this item on the Commissioners Court Agenda for next Tuesday. Please let us know if you have any questions.

Jefferson M. Brinker, Attorney
GJERSET & LORENZ, LLP
2801 Via Fortuna, Ste. 500
Austin, TX 78746
Phone: (512) 899-3995
Cell: (512) 773-9344
Fax: (512) 899-3939
Website: www.gl-law.com

CONFIDENTIALITY NOTICE:

This message contains information from the law firm of Gjerset & Lorenz, LLP. This communication is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please contact us immediately at 512.899.3995.

AI-3474

17.D.

**Technology Transfer Program
CC REGULAR**

Date: 04/24/2007
Submitted By: Joel Rivera, CONSTABLE PCT. #1
Submitted For: Blanca Sanchez
Department: CONSTABLE PCT. #1
Agenda Area: Budget and Management

Agenda Item

CAPTION

Constable Pct. #1:
Discussion, consideration, and approval to apply and submit the application of the Technology Transfer Program Grant to the Counter Drug Technology Assessment Center.

BACKGROUND

In 1998, the Technology Transfer Program was enacted by Congress for state, local and tribal law enforcement. This program provides technologies and training to law enforcement agencies to support investigative operations through a competitive application process. Technologies are transferred to recipient agencies and become the permanent property of those agencies. The technology comes at no cost to the agency, however the agency must evaluate the technologies usefulness during the grant period. (1 year)

The County may potentially incur costs associated with technology equipment extended warranties, maintenance agreements, telephone and cellular services, and subscriber line fees after the 1 year grant period expires.

Revenue & Expenditures

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

ACCT. #:
MATCHING FUNDS Y/N?:

Attachments

Link: [grant info](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2007 07:57 AM	APRV
2	Ivan Cantu	Ivan Cantu	04/19/2007 02:17 PM	APRV
3	Dina Trevino	Dina Trevino	04/19/2007 05:02 PM	APRV
4	Purchasing Department	Marty Salazar	04/20/2007 12:45 PM	APRV
5	Auditor's Office	Linda Fong	04/21/2007 08:46 AM	APRV
6	Mike Escaname			NEW
7	Court Administrator			

Form Started By: Joel Rivera
Started On: 04/16/2007 01:54 PM

Final Approval Date:

Counterdrug Technology Assessment Center (CTAC)

Home
Sponsor
How To Apply
TTP
Registration
Registered
Users
Frequently
Asked Questions
Troubleshooting
FY 2006
Evaluations

Frequently Asked Questions

☒ [View all answers](#)

Q. [What is the Technology Transfer Program?](#)

A. The Technology Transfer Program is a federally funded program under the Office of National Drug Control Policy, Counterdrug Technology Assessment Center (ONDCP / CTAC) that provides state of the art counterdrug technologies to state, local, and tribal law enforcement agencies at no charge to the agencies. The fundamental goal of the Technology Transfer Program is to provide investigative technologies on a permanent basis to state, local and tribal law enforcement agencies based on an identified counterdrug need and demonstrated requirement.

Q. [How does this program differ from other grant programs?](#)

A. The Technology Transfer Program is not a typical grant program in that it does not provide funds for discretionary purchases. This program was established to provide technology to state, local and tribal law enforcement agencies that apply. An agency selected to receive technology(s) through the program must first complete training on the equipment prior to receiving it. Training is coordinated and paid for by the Technology Transfer Program for each recipient agency.

Q. [Are there any agency costs associated with applying to this program?](#)

A. There are no initial costs associated with receiving the equipment. The program will pay all costs associated with the training; to include transportation, lodging, some meals, and limited per diem. The program will not pay the officer's salary while they attend training, nor will the program pay for any infrastructure improvements required to house the equipment. All technologies come with a warranty. Depending on the technology, there may be significant out year costs required to operate and maintain the equipment. The ongoing costs that must be absorbed and paid for by the recipient agency range from extended warranties,

maintenance agreements, associated telephone or cellular services, subscriber line fees, etc.

Q. [Who is eligible to participate in the ONDCP Technology Transfer Program?](#)

A. All state, local and tribal law enforcement agencies can participate in the Technology Transfer Program. All agencies registering to the program must have an Originating Agency Identifier Number (ORI).

Q. [Where do I obtain an ORI?](#)

A. All Originating Agency Identifier Numbers (ORI) are obtained from the Federal Bureau of Investigation through your state Control Terminal Officer as part of the Uniform Crime Reporting Program. Help in locating your state Control Terminal Officer can be found at www.jrsa.org/jabg/UCR_methods.htm.

Q. [How do I apply for equipment through the Technology Transfer Program?](#)

A. The first step is registration of the agency where administrative data including Originating Agency Identifier Number (ORI), agency name, address, city, state, and point of contact information is collected and matched against agencies that have previously applied. Once the registration process is completed, a username and password will be provided via electronic mail within 5 business days. The username and password will provide you access to the technology area and the TTP application at www.epgctac.com. The second step is the completion of the application. This can be accessed on our website under the "Registered Users" link. The third and final step is the receipt of a concurrence notice from the head of the agency which is applying. The head of the agency will receive an email notification seeking their concurrence of the equipment application request. If the head of the agency approves the selection of technology, the application is complete.

Q. [Once I submit an application, how can I check on the status of that application?](#)

A. Once your application is submitted, it will be scored and ranked in relation to other applications. This process will be completed by August 15, 2007. Applicants will be notified no later than August 31, 2007. The applicant will be notified via email if the application is approved or rejected. No contact from the applicant is necessary.

Q. How many technology deliveries can an agency receive per year from the program?

A. An agency can be approved to receive one technology per year from the program. If the agency applies for a High Impact Project, a suite of several technologies is possible.

Q. Does every agency that applies receive a requested technology?

A. No, the selection as to which agencies receive equipment is dependent upon two main factors. The first factor is how well the agency justifies the requirement for the technology in their application. The second factor is the availability of funding. The TTP program is funded annually by Congress and has historically had more requests for technology than funding available.

Q. Once an agency receives technology from the program, can it only be used for counterdrug purposes?

A. Once an agency receives their technology, there are no program restrictions on how it is used. The technology was provided to satisfy a counterdrug requirement and priority should be given to investigative needs in this area. However, the equipment can be used for any other law enforcement requirement that may be encountered. The equipment becomes permanent property of the recipient agency and must be entered into an agency property account. The equipment should never be used for personal uses not authorized by the recipient agency.

Q. Is training provided on the equipment?

A. Yes, all technology deliveries are preceded by training. Training for handheld devices is usually conducted at centralized training facilities, while system-type technologies are installed locally with training conducted on site. Training is required prior to receipt of the technology.

Q. Are there any additional requirements associated with applying to the program?

A. There are several requirements expected after delivery of a technology. The first being the equipment is received and signed for by someone from the recipient agency and entered into a formal property account. The second requirement is that the recipient agency completes two evaluations on the counterdrug investigative



use and impact of the equipment. These evaluations can be completed online on the 180 day and 360 day anniversary after the receipt of the equipment.

[↶Top of page](#)

For FY 2007, we no longer provide toll-free telephone support. For help with Registrations for FY 2007 please [click here](#).

© 2007 All Rights Reserved

AI-3590

17.E.

**Construction and Maintenance Agreement for FM 1924 Drainage Outfall
CC REGULAR**

Date: 04/24/2007
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Precinct # 3:

1. Discussion, consideration and approval of a Construction and Maintenance Agreement for FM 1924 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 1924 Drainage Outfall Improvements (CSJ: 1802-01-031)

BACKGROUND

Revenue & Expenditures

Attachments

Link: [txdot doc](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz	Sergio Cruz	04/20/2007 05:16 PM	APRV
2	Budget & Management			NEW
3	Purchasing Department			
4	Auditor's Office			
5	Court Administrator			

Form Started By: Sergio Cruz

Started On: 04/20/2007 02:07 PM

Final Approval Date:



Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

February 2, 2007

Honorable Juan D. "J.D." Salinas
Hidalgo County Judge
P.O. Box 1356
Edinburg Texas, 78540

RE: Control: 1802-01-031
Highway: FM 1924 (Mile 3 Road)
Limits: From FM 492 to SH 107
County: Hidalgo
Subject: **Outfall Construction-Maintenance**

Dear Judge Salinas:

The Texas Department of Transportation (TxDOT) is planning to improve FM 1924 (Mile 3 Road) from a two-lane road to a 5-lane curb and gutter section. The limits are from FM 492 to SH 107.

In order to drain the project as economically as possible for both Hidalgo County and TxDOT, our consultant L&G Engineering has made an in-depth study of the drainage in the area and has developed a typical section to drain the project effectively. We respectfully request that the County and TxDOT enter into a Construction and Maintenance Agreement (CMA), in which the State excavates the proposed ditch and provides cross drainage structures as identified on the attached layout while the County agrees to acquire the necessary right-of-way and maintains the drainage ditch after construction.

If the County needs additional or larger cross-drainage structures, TxDOT can enter into an Advance Funding Agreement (AFA) to upsize any structures with the proper financial participation.

Please coordinate the review of this draft agreement and return any comments as soon as possible for our further processing. After your office has reviewed and provided comments, we will update the CMA and provide two original counterparts for your signature. As always, thank you in advance for your expeditious and positive response. We look forward to continuing to work together on this important project.

If you have any questions, please contact Joseph Leal, P.E. at (956) 702-6247 or myself at (956) 702-6214.

Sincerely,

Homero Bazán, Jr., P.E.
District Consultant Management Engineer

Attachments: Agreement, Channel Typical Section and Project Layout

Cc: Joe M. Flores, County Commissioner Pct. No. 3
Joe Pena, Hidalgo County Right-of-Way Director
Godfrey Garza, Hidalgo County Drainage District Manager

CONSTRUCTION AND MAINTENANCE AGREEMENT FOR FM 1924 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 Orders 108087 authorizing the State to undertake and complete a highway improvement generally described as the reconstruction and widening of FM 1924 from West of FM 492 to SH 107, to include drainage outfall improvements; and

WHEREAS, the State is proposing to construct drainage outfall improvements for FM 1924 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 Linda Vista Drain and a new outfall along Minnesota Road connecting to the Mission Lateral (Goodwin Drain) 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 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 there under, 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 there under, 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 _____

DRAFT

ATTACHMENT "A"
Resolutions or Ordinances

DRAFT

ATTACHMENT "B"

Work Responsibilities

- 1.) The Local Government hereby authorizes the State to construct FM 1924 drainage outfall improvements associated with Linda Vista Drain and a new outfall along Minnesota Road connecting to the Mission Lateral (Goodwin Drain), 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:

Minnesota Road Outfall

- (a) Install approximately 2,691 feet of 6'x 6' reinforced concrete box along the centerline of Minnesota Road within the existing Local Government roadway right-of-way.
- (b) Construct approximately 5,234 feet of new ditch within 150' of proposed right-of-way to be acquired by the Local Government.
- (c) Install approximately 575 feet of 54" diameter reinforced concrete pipe and required riprap within 30' of proposed right-of-way to be acquired by the Local Government.

Linda Vista Outfall

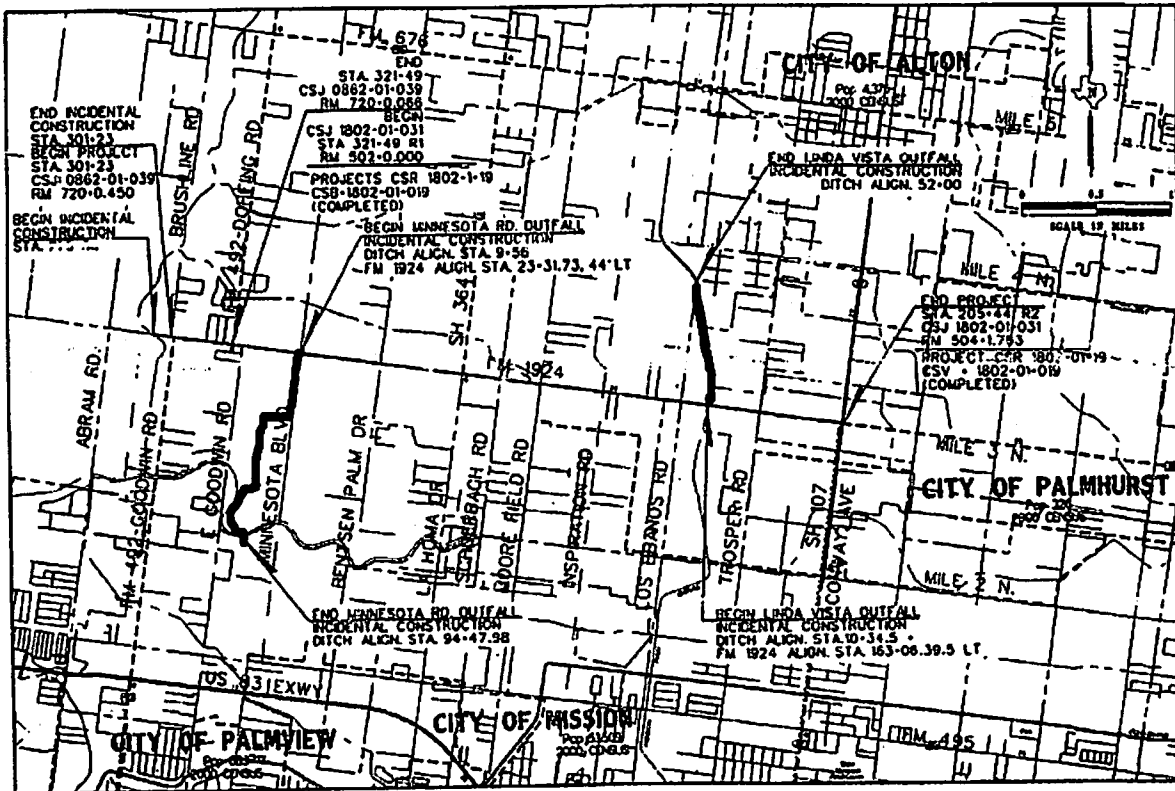
- (d) Install approximately 1410 feet of 54" diameter reinforced concrete pipe and required riprap within 25' of proposed right-of-way to be acquired by the Local Government.
- (e) Clean and re-grade approximately 2,799 feet of existing ditch within existing Local Government right-of-way.
- (f) Replace the existing ditch cross culvert approximately 2,700 feet North of FM 1924 (Mile 3 Rd) with a 36" diameter reinforced concrete pipe.

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 inflow of other drainage into these drainage Outfalls 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 1924 (Reference Project STP 2007 (219) HES; CSJ: 1802-01-031, etc.).
- 6.) Either party hereto may make necessary emergency repairs, notifying the other party hereto of any action taken as soon thereafter as is practical.

Hidalgo County
CSJ: 1802-01-031, etc
FM 1924 (Mile 3 Rd)

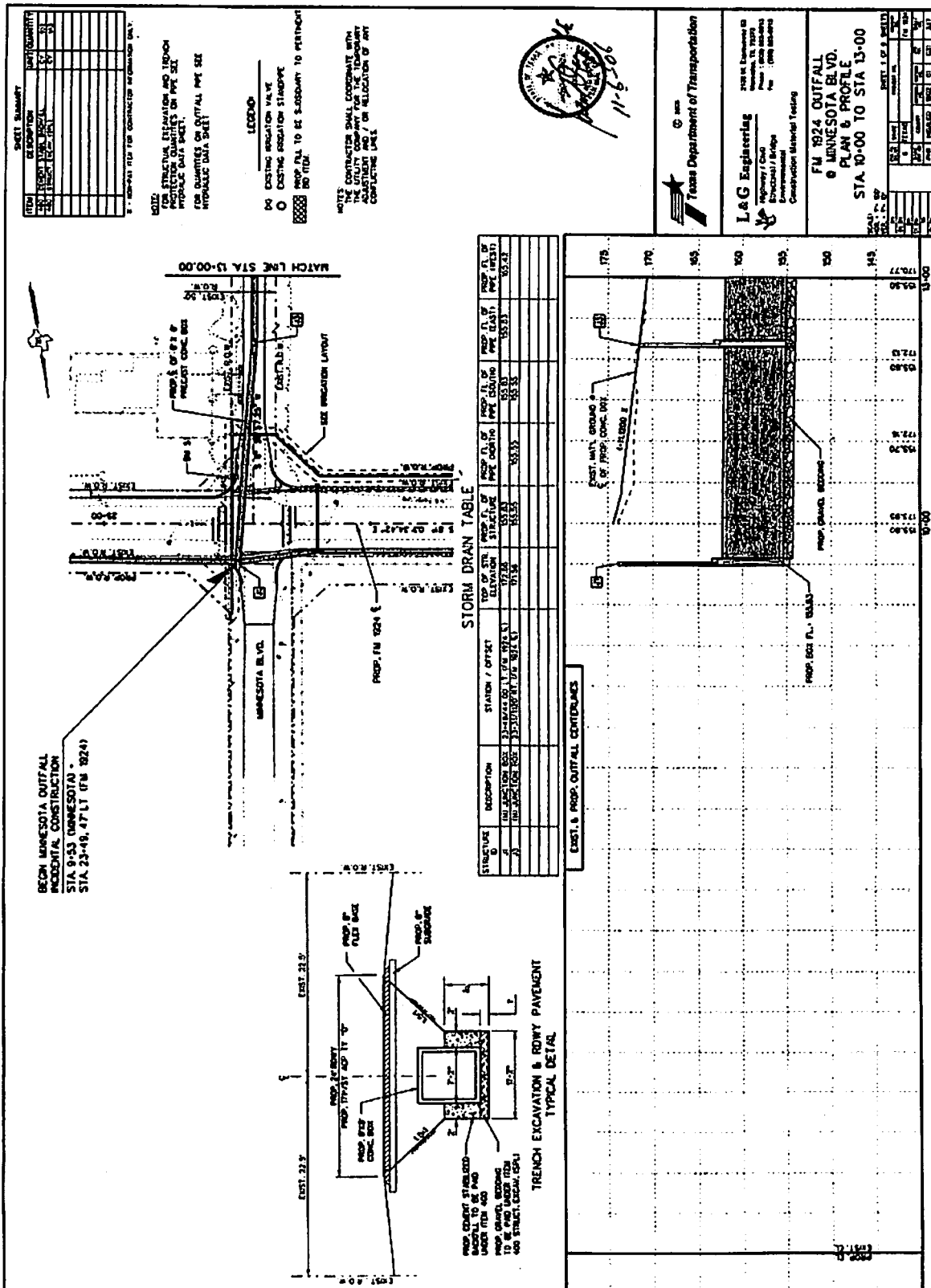
ATTACHMENT "C"



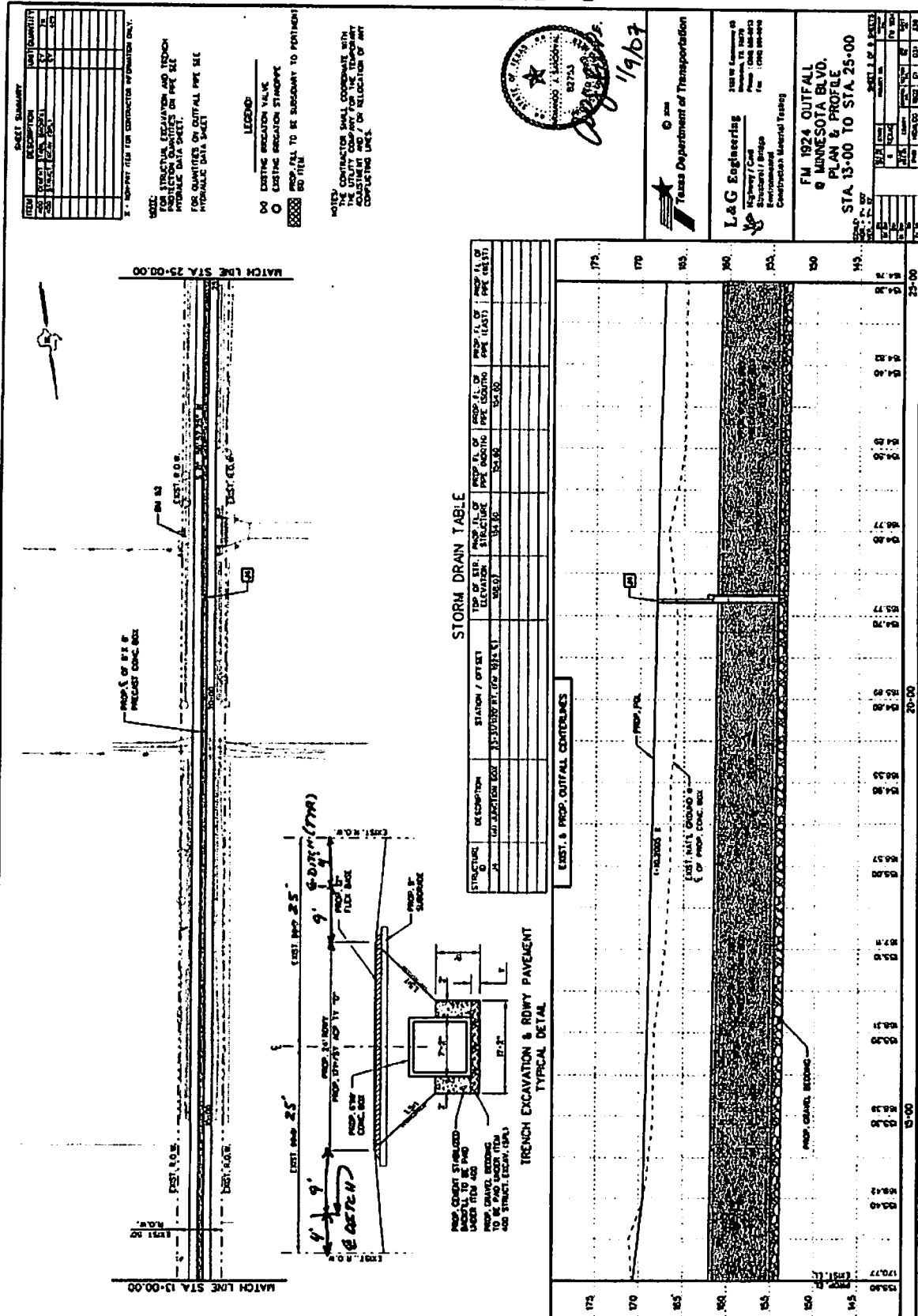
Location Map

DR

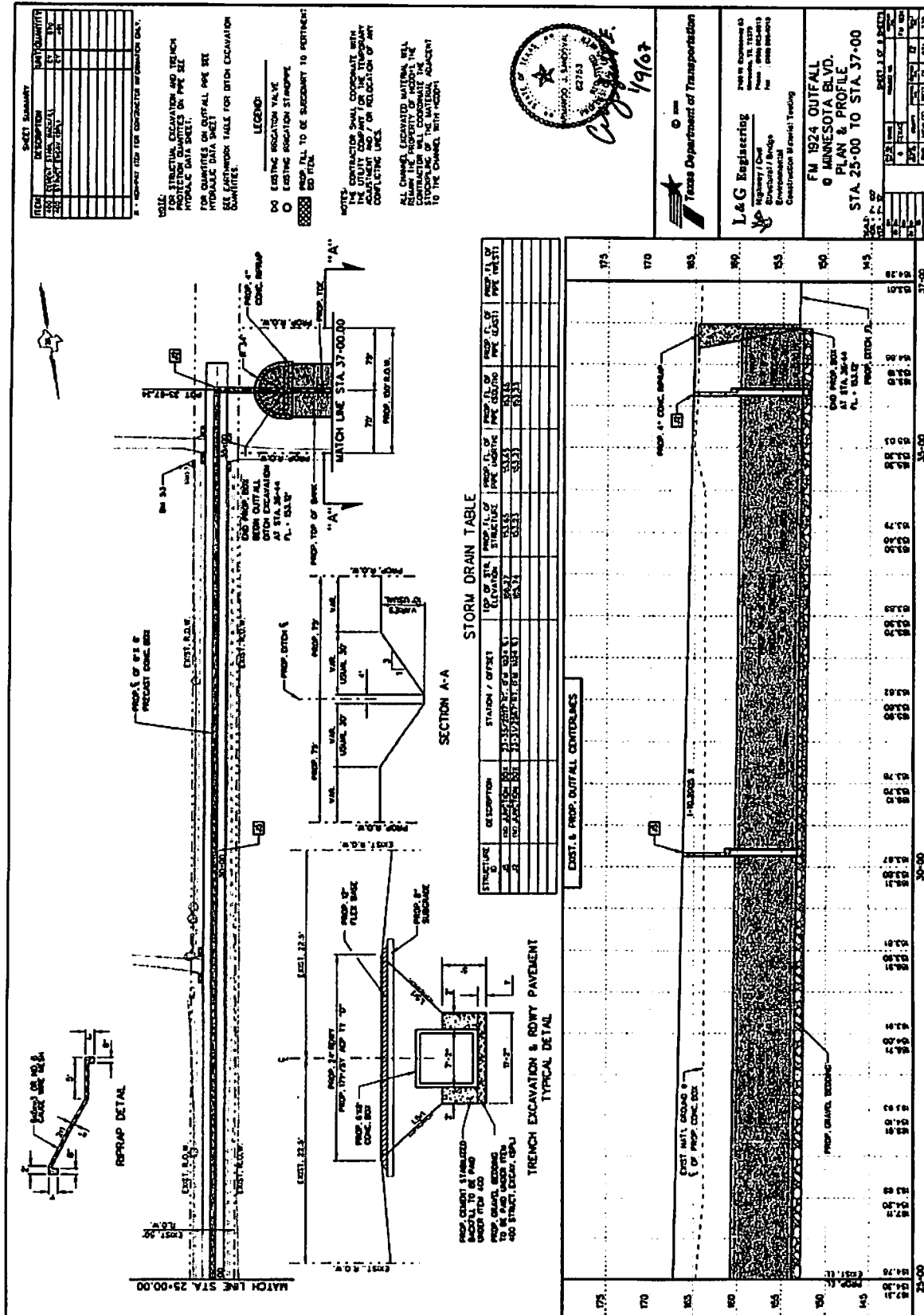
ATTACHMENT "C"

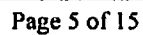


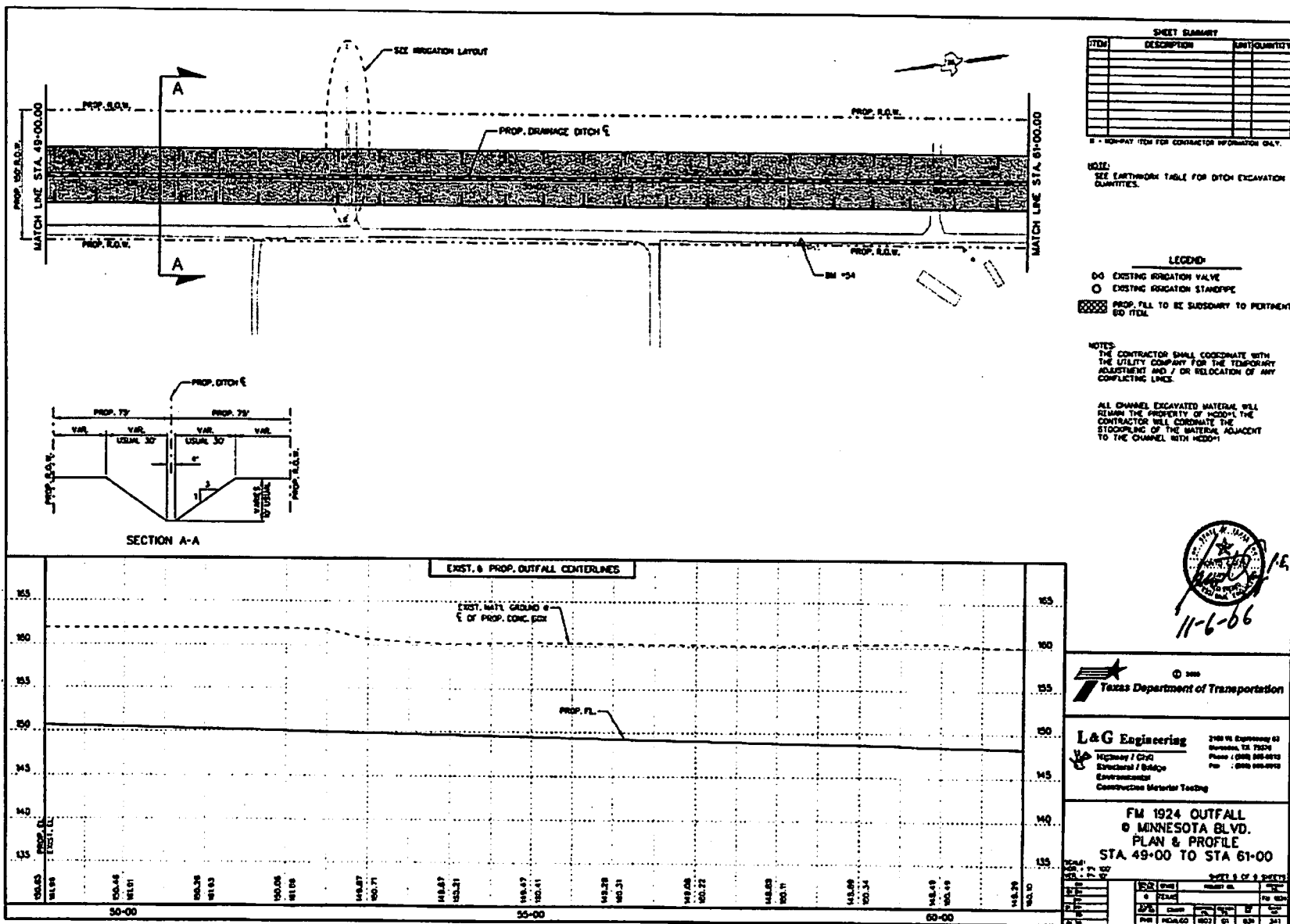
ATTACHMENT "C"



ATTACHMENT "C"





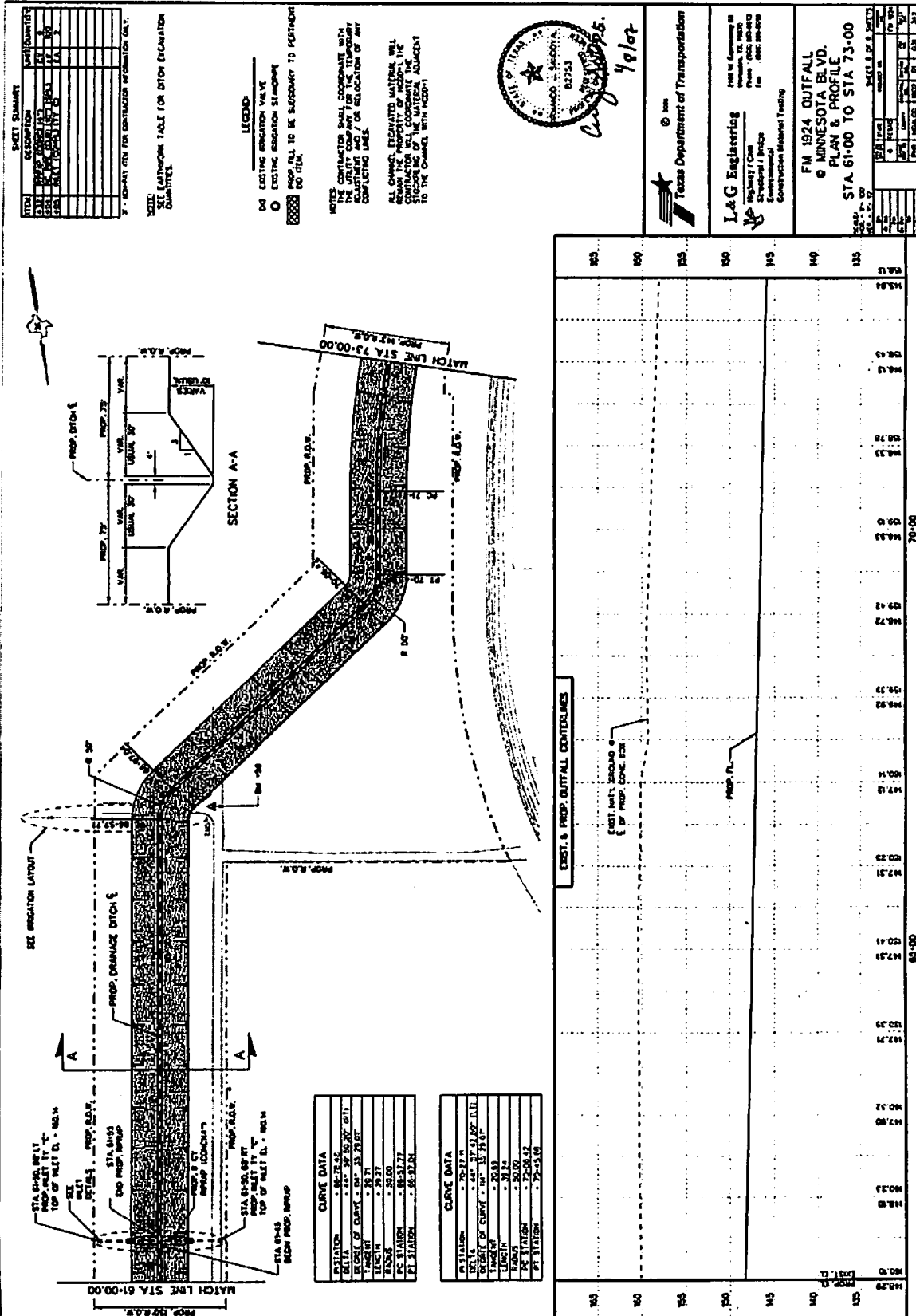


ATTACHMENT "C"

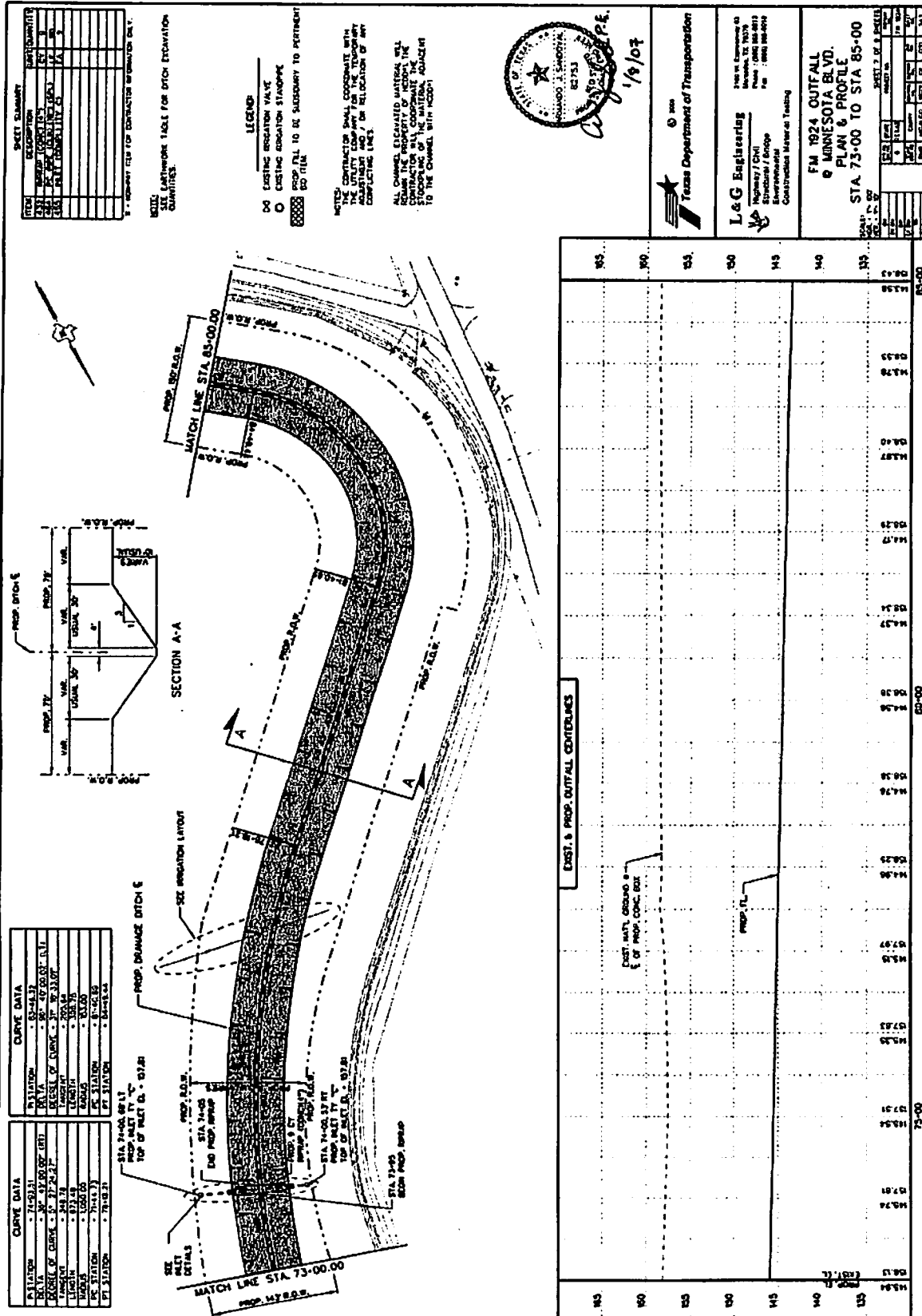
Hidalgo County
CSJ: 1802-01-031, etc
FM 1924 (Mile 3 Rd)

Hidalgo County
 CSJ: 1802-01-031, etc
 FM 1924 (Mile 3 Rd)

ATTACHMENT "C"

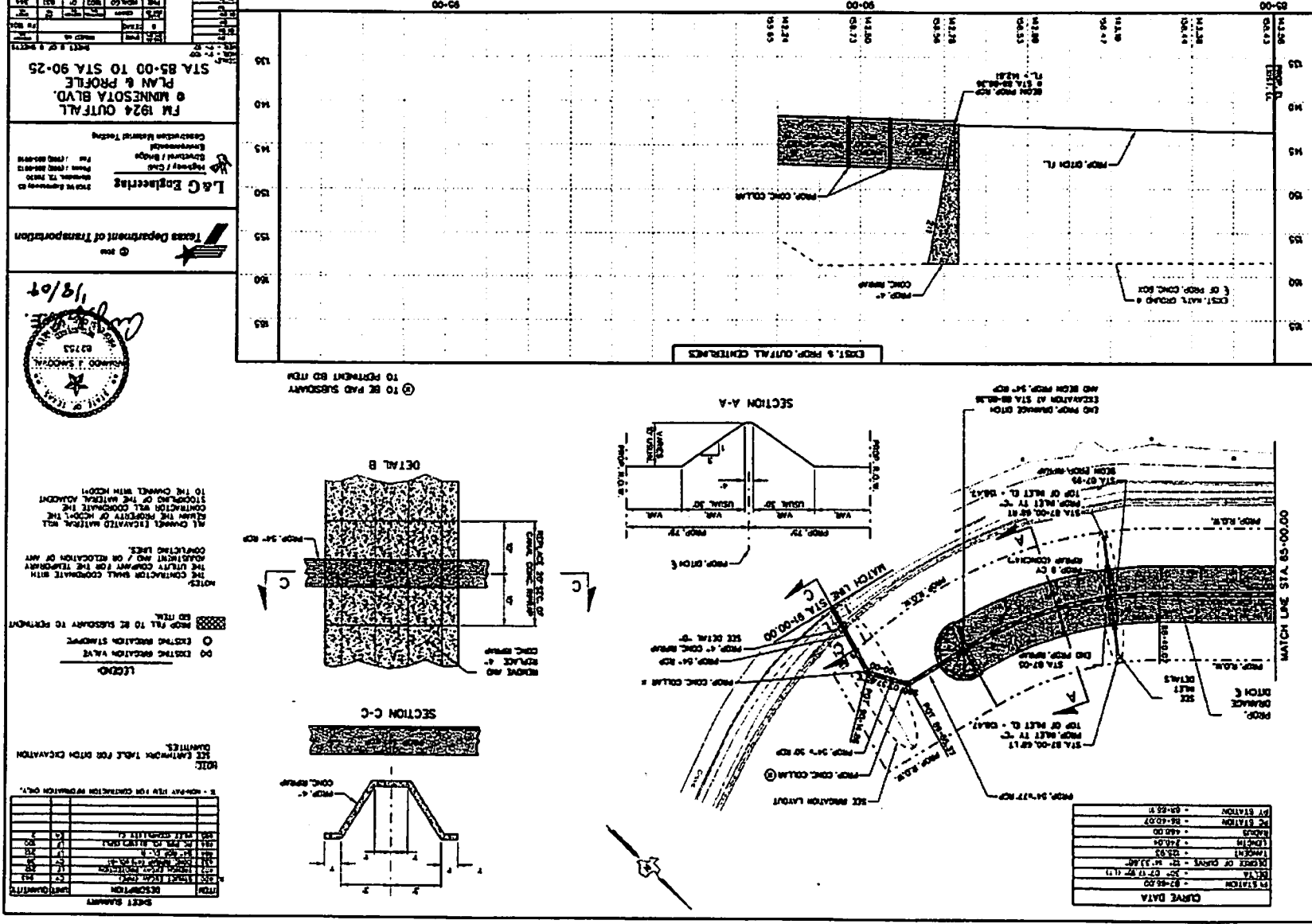


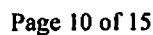
ATTACHMENT "C"



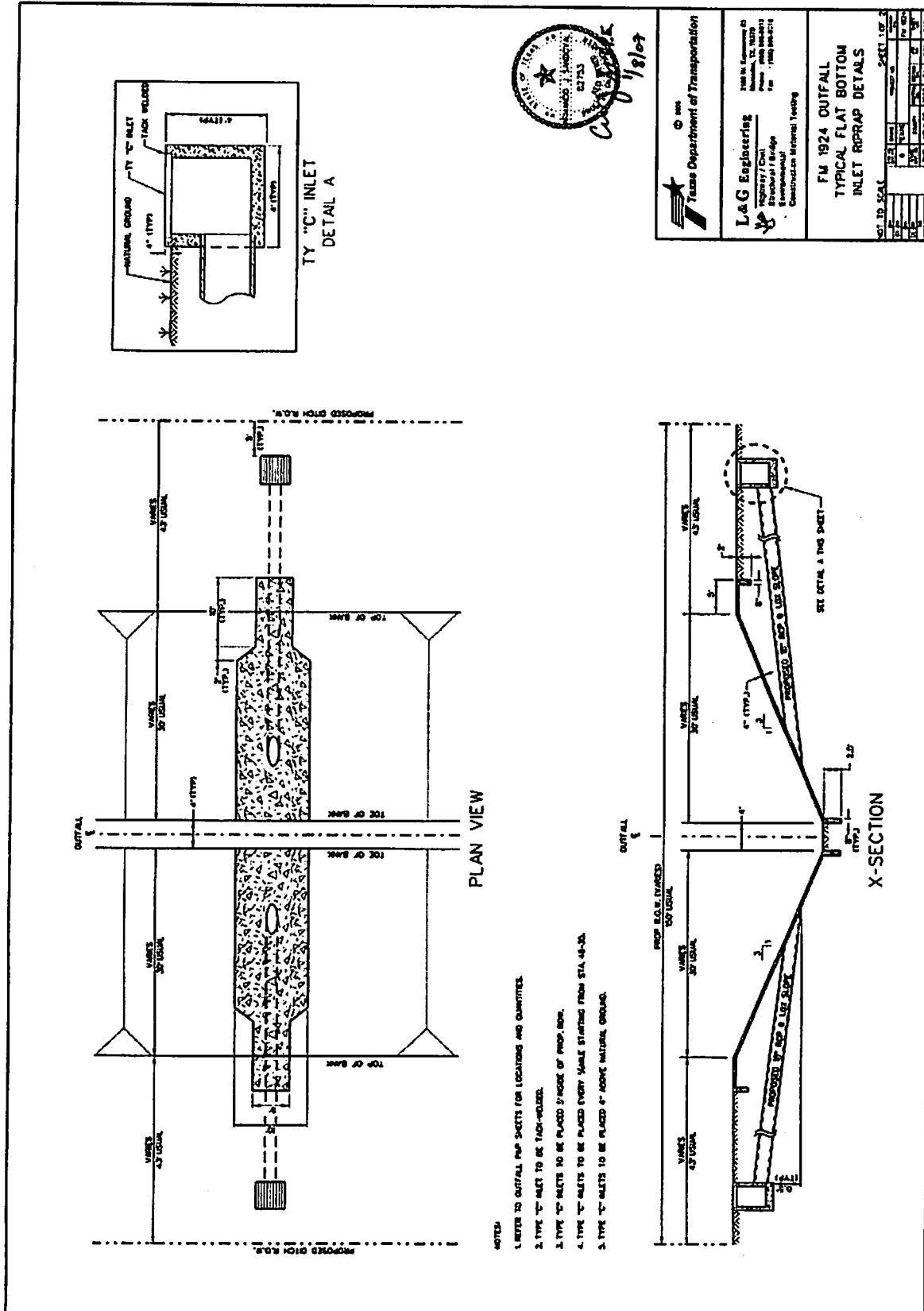
Hidalgo County
CSJ: 1802-01-031, etc
FM 1924 (Mile 3 Rd)

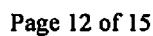
ATTACHMENT "C"



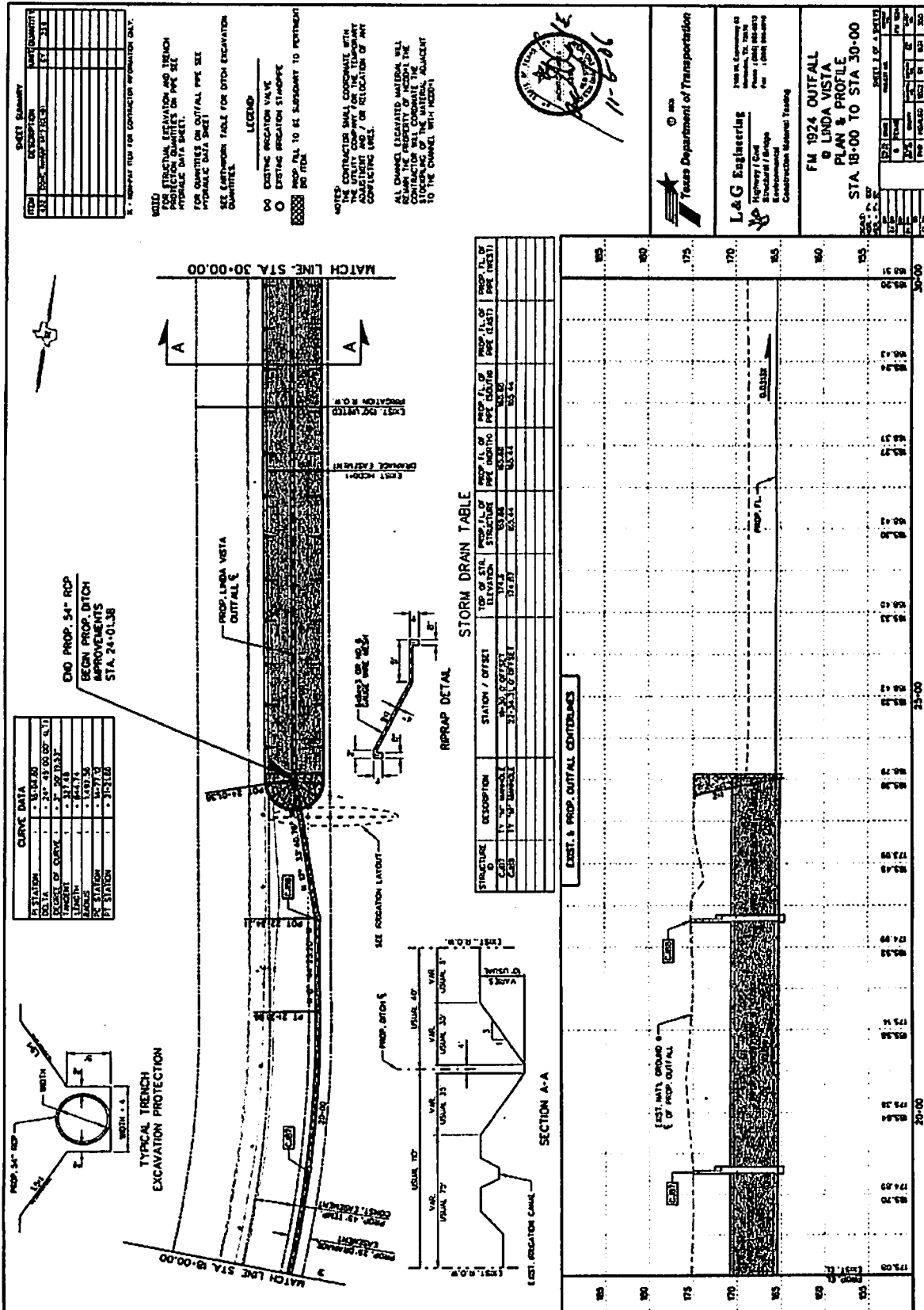


ATTACHMENT "C"

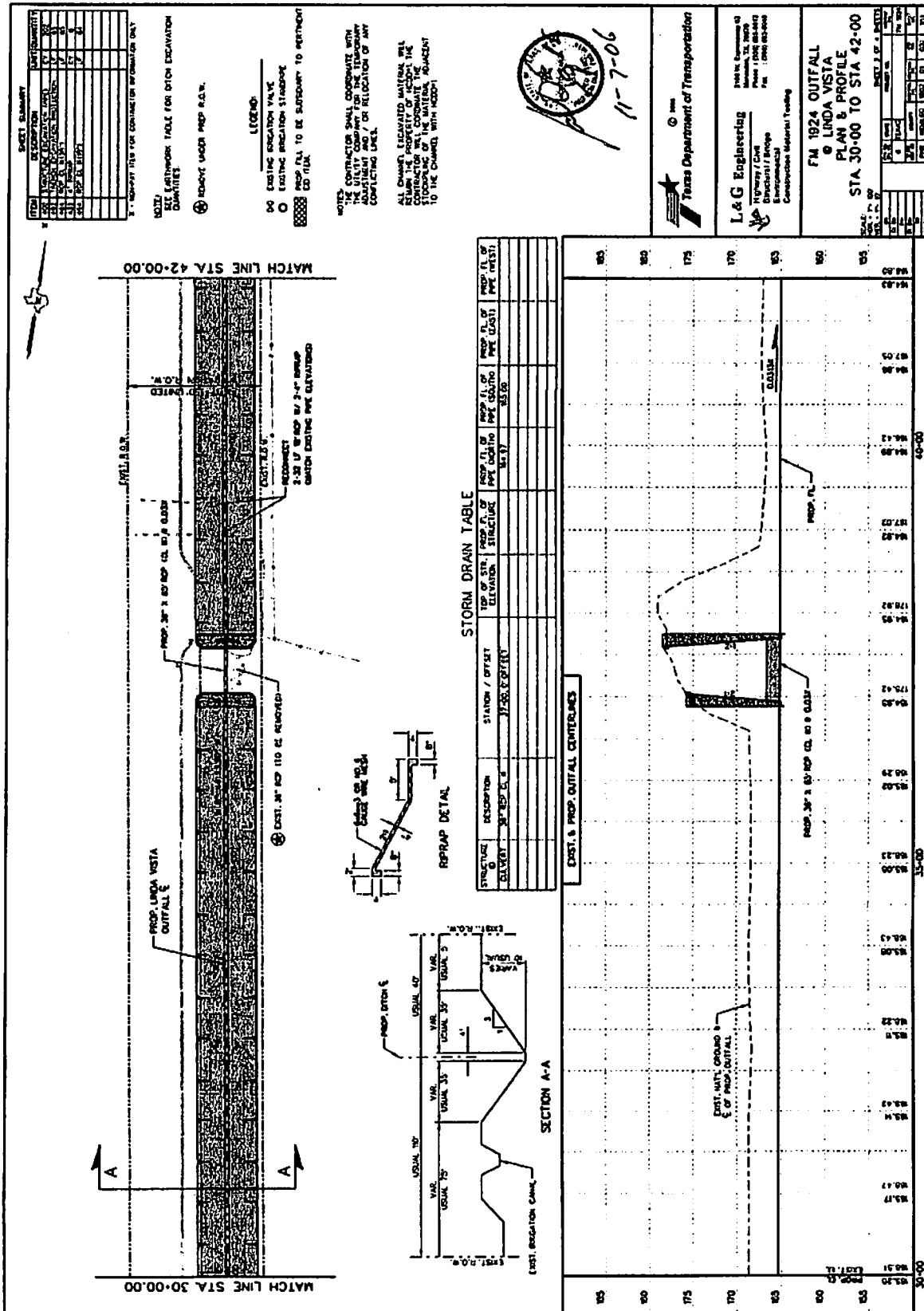




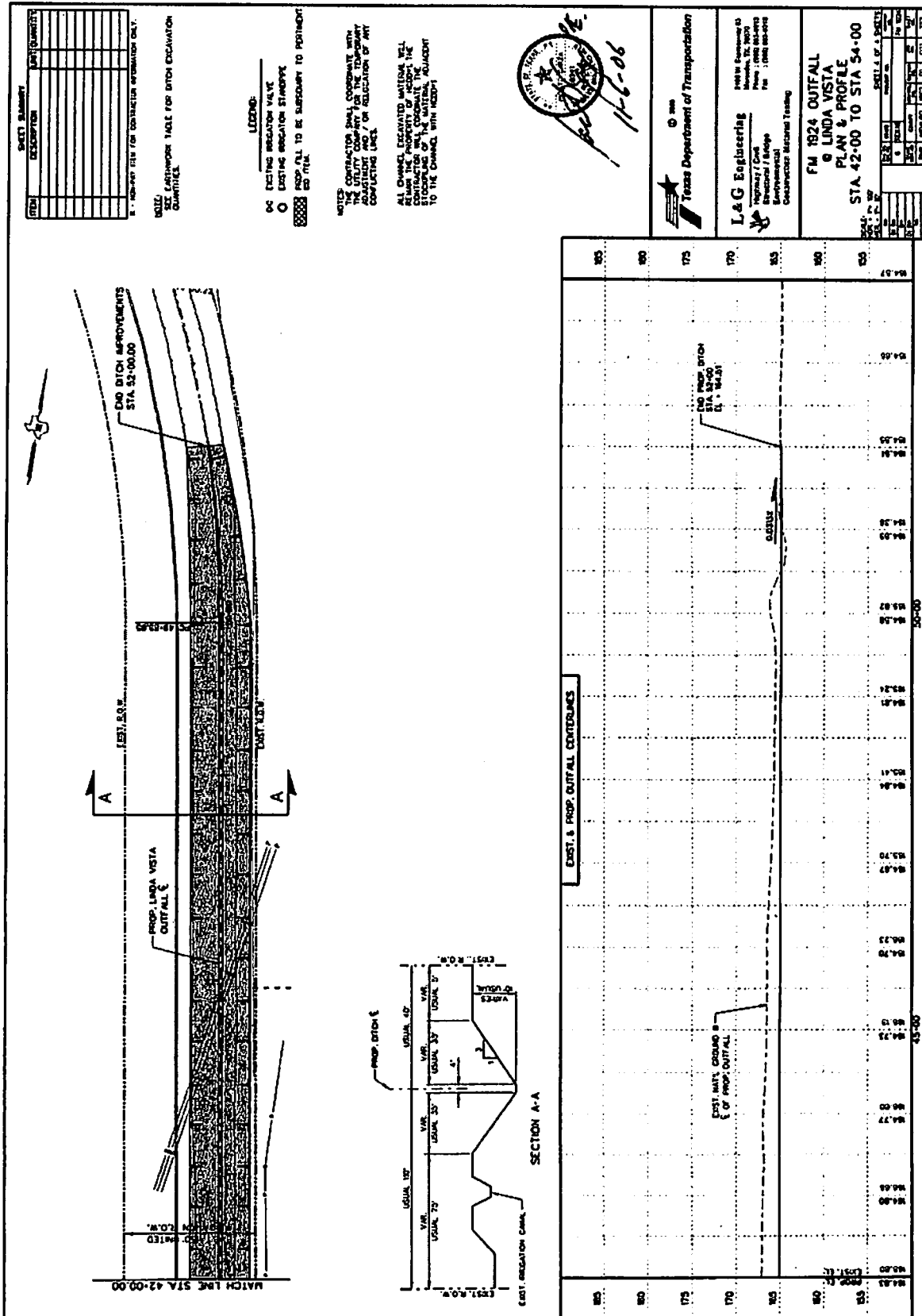
ATTACHMENT "C"



ATTACHMENT "C"



ATTACHMENT "C"



AI-3591

17.F.

transferring of slots
CC REGULAR

Date: 04/24/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

1. Discussion, consideration and action on transferring employees in slots #115-044-0001 & 115-044-0012 from Dept. 115-044 to Dept. 220-003
2. Approval of revised salary schedule, effective 4/24/07

BACKGROUND

Revenue & Expenditures

Attachments

Link: [salary schedules](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/20/2007 02:34 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	04/20/2007 02:52 PM	APRV
3	Dina Trevino	Dina Trevino	04/20/2007 04:50 PM	APRV
4	Human Resources			PEND
5	Purchasing Department	Marty Salazar	04/20/2007 04:44 PM	RTRN
6	Auditor's Office			
7	Court Administrator			

Form Started By: Monica Badillo

Started On: 04/20/2007 02:23 PM

Final Approval Date:

**HIDALGO COUNTY
COMMISSIONERS COURT
2007 SALARY SCHEDULE**

1241-421-23-115-044-0

COURTHOUSE SECURITY

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 115	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF SECURITY/CHIEF DEPUTY CONST STEP II	\$41,213.00	\$0.00	\$41,213.00	0.03	\$1,442.00	\$0.00	\$42,655.00	\$42,655.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,655.00
0002	113	SERGEANT STEP II	\$41,213.00	\$0.00	\$41,213.00	0.04	\$1,442.00	\$0.00	\$42,655.00	\$42,655.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,655.00
0003	113	SR. DEPUTY SHERIFF STEP II	\$37,466.00	\$0.00	\$37,466.00	0.04	\$1,311.00	\$0.00	\$38,777.00	\$38,777.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,137.00
0004	113	SR. DEPUTY SHERIFF STEP II	\$37,466.00	\$0.00	\$37,466.00	0.04	\$1,311.00	\$0.00	\$38,777.00	\$38,777.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,777.00
0005	113	SR. DEPUTY SHERIFF STEP II	\$37,466.00	\$0.00	\$37,466.00	0.03	\$1,311.00	\$0.00	\$38,777.00	\$38,777.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,777.00
0006	113	SR. DEPUTY SHERIFF STEP II	\$37,466.00	\$0.00	\$37,466.00	0.04	\$1,311.00	\$0.00	\$38,777.00	\$38,777.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,777.00
0007	113	SR. DEPUTY SHERIFF STEP I	\$35,252.00	\$0.00	\$35,252.00	0.06	\$2,214.00	\$0.00	\$37,466.00	\$37,466.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,526.00
0008	113	SR. DEPUTY SHERIFF STEP I	\$35,252.00	\$0.00	\$35,252.00	0.06	\$2,214.00	\$0.00	\$37,466.00	\$37,466.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,466.00
0009	113	SR. DEPUTY SHERIFF STEP I	\$35,252.00	\$0.00	\$35,252.00	0.06	\$2,214.00	\$0.00	\$37,466.00	\$37,466.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,466.00
0010	113	SR. DEPUTY SHERIFF STEP I	\$35,252.00	\$0.00	\$35,252.00	0.06	\$2,214.00	\$0.00	\$37,466.00	\$37,466.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,466.00
0011	113	SR. DEPUTY SHERIFF STEP I	\$35,252.00	\$0.00	\$35,252.00	0.06	\$2,214.00	\$0.00	\$37,466.00	\$37,466.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,466.00
0012	113	PEACE OFFCR BIKE PATR/DEPUTY CONSTABLE STEP II	\$34,060.00	\$0.00	\$34,060.00	0.04	\$1,192.00	\$0.00	\$35,252.00	\$35,252.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,252.00
0013	113	SECURITY SPEC	\$27,148.00	\$0.00	\$27,148.00	0.07	\$1,832.00	\$0.00	\$28,980.00	\$28,980.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,980.00
0014	113	SECURITY SPEC	\$27,148.00	\$0.00	\$27,148.00	0.07	\$1,832.00	\$0.00	\$28,980.00	\$28,980.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,980.00
0015	113	SECURITY SPEC	\$27,148.00	\$0.00	\$27,148.00	0.07	\$1,832.00	\$0.00	\$28,980.00	\$28,980.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,980.00
Totals			\$524,054.00	\$0.00	\$524,054.00		\$25,886.00	\$0.00	\$549,940.00	\$549,940.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$550,360.00

**HIDALGO COUNTY
COMMISSIONERS COURT
2007 SALARY SCHEDULE**

1100-419-40-220-003-0

CRTHSE PK LOT

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	PEACE OFF BP/SR. DEPUTY CONST STEP II	\$37,466.00	\$0.00	\$37,466.00	0.04	\$1,311.00	\$0.00	\$38,777.00	\$38,777.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$39,977.00
0002	113	DEPUTY CONSTABLE STEP I	\$33,060.00	\$0.00	\$33,060.00	0.03	\$1,000.00	\$0.00	\$34,060.00	\$34,060.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,060.00
0003	113	PEACE OFF BP/DEPUTY CONSTABLE STEP I	\$33,060.00	\$0.00	\$33,060.00	0.03	\$1,000.00	\$0.00	\$34,060.00	\$34,060.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,060.00
Totals			\$103,586.00	\$0.00	\$103,586.00		\$3,311.00	\$0.00	\$106,897.00	\$106,897.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$108,097.00

0004 113 Chief Security / Chief Dep. Const. Step II (new)
 0005 113 Peace Officer Bike Patrol / Dep. Const. Step II (new)

42,655.00
 35,252.00

* employees transferring from dept 115-044.

AI-3513

17.G.

**Interdepartmental Transfer-Constable Pct 2 (supplemental pay for certifications acquired)
CC REGULAR**

Date: 04/24/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Constable Precint 2
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 interdepartmental transfer from County Wide Administration to Constable Precinct 2 in the amount of \$3,166.10. (1100)

BACKGROUND

Supplemental pay for the following:
1 employee acquired the masters certification
2 employees acquired the advanced certification

Revenue & Expenditures

FISCAL YEAR: 2007
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
\$652,049.59 available balance as of 03-18-07. RC

ACCT. #: 7-1100-415-00-115-002-0-899
MATCHING FUNDS Y/N?:

Attachments

Link: [Interdepartmental Transf](#)
Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2007 10:27 PM	APRV
2	Dale Kennan	Dale Kennan	04/19/2007 08:06 AM	APRV
3	Purchasing Department	Marty Salazar	04/19/2007 12:28 PM	APRV
4	Auditor's Office	Janie Lozano	04/20/2007 11:21 AM	APRV
5	Janie Lozano	Janie Lozano	04/20/2007 01:14 PM	APRV
6	Linda Fong	Linda Fong	04/20/2007 02:04 PM	APRV
7	Court Administrator	Monica Badillo	04/20/2007 05:08 PM	APRV

Form Started By: Rosie Cantu
Started On: 04/18/2007 10:01 AM
Final Approval Date: 04/20/2007

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: April 23, 2007

AI-3513

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR CONSTABLE PCT 2

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	(3,166.10)
TO				
7-1100-421-00-292-001-0-	117	CONSTABLE PCT. 2	SUPPLEMENTAL	2,565.52
7-1100-421-00-292-001-0-	220	CONSTABLE PCT. 2	FICA	196.26
7-1100-421-00-292-001-0-	230	CONSTABLE PCT. 2	RETIREMENT	228.84
7-1100-421-00-292-001-0-	250	CONSTABLE PCT. 2	UNEMPLOYMENT COMP	12.83
7-1100-421-00-292-001-0-	260	CONSTABLE PCT. 2	WORKER'S COMP	162.65
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON: INTER-DEPARTMENTAL TRANSFER TO FUND SUPPLEMENTAL PAY FOR 3 EMPLOYEES WHO ACQUIRED ADVANCED AND MASTERS CERTIFICATIONS.

DEPARTMENT HEAD SIGNATURE

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-3569

17.H.

Inter-departmental Transfer Pct. 2 & 4 to Co. Wide (1336)

CC REGULAR

Date: 04/24/2007

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 Interdepartmental transfer from (1336) Precinct No. 2 & 4 - 2006 C.O. to 2006 C.O.- Co. Wide in the amount of \$316,995.00.

BACKGROUND

Joint purchase between Pct. 2 and 4 for Heavy equipt. (New Model AP - 1000D Wheel Asphalt Paver).

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1336-431-00-xxx-xxx-0-xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From dept. no. 122 & 124 \$158,497.50 total transfer to Co. Wide (120) \$316,995.00 after re-classification of expenditure.

Attachments

Link: [3569 Inter-dept Pct. 2 & 4 4-17-07](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dina Trevino	Dina Trevino	04/20/2007 11:25 AM	APRV
2	Budget & Management	Dina Trevino	04/20/2007 01:25 PM	APRV
3	Purchasing Department	Marty Salazar	04/20/2007 01:48 PM	APRV
4	Auditor's Office	Janie Lozano	04/20/2007 02:19 PM	APRV
5	Janie Lozano	Janie Lozano	04/20/2007 02:40 PM	APRV
6	Linda Fong	Linda Fong	04/20/2007 05:50 PM	APRV
7	Court Administrator			NEW

Form Started By: Ivan Cantu

Started On: 04/19/2007 11:34 AM

Final Approval Date:

AI-3559

17.I.

Appropriation of C.O. 2002 for Pct. 4 Landfill
CC REGULAR

Date: 04/24/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval to appropriate 2002 C.O. funds (1332) for the Pct. 4 in the amount of \$23,003.74.

BACKGROUND

To pay J.E. Saenz & Ass. Inc. for the landfill closure documentation phase, approved by CC 05/03/2005.

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1332-253-00-000-000-0-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Fund Balance \$2,237,624.07, Appropriation of \$23,003.74, Total Equity \$0.00

Attachments

Link: [3559-BA Pct. 4 Landfill](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dina Trevino	Dina Trevino	04/20/2007 10:37 AM	APRV
2	Budget & Management	Dina Trevino	04/20/2007 01:22 PM	APRV
3	Purchasing Department	Marty Salazar	04/20/2007 01:48 PM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 08:48 AM	APRV
5	Court Administrator			NEW

Form Started By: Ivan Cantu

Started On: 04/18/2007 04:46 PM

Final Approval Date:

DATE: April 23, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: BUDGET & MANAGEMENT c/o PCT. 4 LANDFILL

ACCOUNT NUMBER: FUND 1332 - 2002 CERTIFICATE OF OBLIGATION

SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER
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,

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
7-1332-432-00-230-008-0- 334	C.O., 2002-LANDFILL PCT. 4-ENG. & ARCH. SRV.	\$23,003.74
TOTAL BUDGET INCREASE (DECREASE)		23,003.74

REASON: TO APPROPRIATE 2002 C.O. FUNDS FOR THE PCT. 4 LANDFILL CLOSURE AS PER CONTRACT WITH JE SAENZ.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-3585

17.J.

To appropriate C.O.2004 monies to the Juvenile Probation Department (Boot Camp) for Fire Sprinkler System

CC REGULAR

Date: 04/24/2007
Submitted By: Rey Salazar, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 appropriation of 2004 C.O. funds (1334) for the Juvenile Probation Boot Camp in the amount of \$50,200.00.

BACKGROUND

For the installation of a Wet Fire Sprinkler System and to renovate the existing Fire Alarm System up to the current code requirements.

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1334-423-00-330-045-0-431

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of \$50,200.00

Attachments

Link: [BA to Appropriate C.O.2004 Monies](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/20/2007 09:48 AM	APRV
2	Sergio Cruz	Sergio Cruz	04/20/2007 02:27 PM	APRV
3	Budget & Management	Dina Trevino	04/20/2007 02:35 PM	APRV
4	Purchasing Department	Marty Salazar	04/21/2007 10:43 AM	APRV
5	Auditor's Office	Linda Fong	04/21/2007 11:56 AM	APRV
6	Dina Trevino			NEW
7	Court Administrator			

Form Started By: Rey Salazar

Started On: 04/20/2007 08:35 AM

Final Approval Date:

AI-3583

17.K.

**DA's Office Budget Amendment
CC REGULAR**

Date: 04/24/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of unappropriation of funds for District Attorney's Bad Check Account (1222) and District Attorney's Investigation HB65 (1223) in the amount of \$213,926.39 and \$194,899.63 respectively.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Budget Amendment](#)

Link: [Budget Amendment](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel	Damaris San Miguel	04/20/2007 09:52 AM	APRV
2	Budget & Management	Damaris San Miguel	04/20/2007 10:01 AM	APRV
3	Damaris San Miguel	Damaris San Miguel	04/20/2007 10:11 AM	APRV
4	Dina Trevino	Dina Trevino	04/20/2007 11:45 AM	APRV
5	Purchasing Department	Marty Salazar	04/20/2007 01:16 PM	APRV
6	Auditor's Office	Linda Fong	04/21/2007 08:51 AM	APRV
7	Court Administrator			NEW

Form Started By: Damaris San Miguel

Started On: 04/19/2007 04:05 PM

Final Approval Date:

DATE: 4/20/2007

DEPARTMENT HEAD: Valde Guerra, Comm. Court Executive Officer

DEPARTMENT NAME: Budget & Management c/o District Attorneys Bad Check

ACCOUNT NUMBER: 7-1222-412-00-080-006-0-XXX

SUBJECT: Budget Amendment

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
7-1222-412-00-080-006-0- 113	DA BAD CK-PERM F/T EMPLOYEES	(160,611.00)
7-1222-412-00-080-006-0- 211	DA BAD CK-HEALTH INSURANCE	(24,841.00)
7-1222-412-00-080-006-0- 212	DA BAD CK-LIFE INSURANCE	(205.00)
7-1222-412-00-080-006-0- 220	DA BAD CK-FICA	(12,298.00)
7-1222-412-00-080-006-0- 230	DA BAD CK-RETIREMENT	(14,320.00)
7-1222-412-00-080-006-0- 250	DA BAD CK-UNEMPLOYMENT COMP	(790.00)
7-1222-412-00-080-006-0- 260	DA BAD CK-WORKERS COMP	(861.39)
TOTAL BUDGET INCREASE REQUEST		\$ (213,926.39)

REASON:

To unappropriate funds approved by Comm. Court 9/26/2006.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

DATE: 4/20/2007

DEPARTMENT HEAD: Valde Guerra, Comm. Court Executive Officer

DEPARTMENT NAME: Budget & Management c/o District Attorney's Investigation HB65

ACCOUNT NUMBER: 7-1223-412-00-080-007-0-XXX

SUBJECT: Budget Amendment

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
7-1223-412-00-080-007-0- 113	DA INVESTIGATION HB65-PERM F/T EMPLOYEES	(152,547.00)
7-1223-412-00-080-007-0- 211	DA INVESTIGATION HB65-HEALTH INSURANCE	(15,502.00)
7-1223-412-00-080-007-0- 212	DA INVESTIGATION HB65-LIFE INSURANCE	(122.00)
7-1223-412-00-080-007-0- 220	DA INVESTIGATION HB65-FICA	(11,671.00)
7-1223-412-00-080-007-0- 230	DA INVESTIGATION HB65-RETIREMENT	(13,607.00)
7-1223-412-00-080-007-0- 250	DA INVESTIGATION HB65-UNEMPLOYMENT COMP	(764.00)
7-1223-412-00-080-007-0- 260	DA INVESTIGATION HB65-WORKERS COMP	(686.63)
TOTAL BUDGET INCREASE REQUEST		\$ (194,899.63)

REASON:

To unappropriate funds approved by Comm. Court 9/26/2006.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-3586

17.L.

**Inter-Fund Transfer for TX DOT Project "I" Road
CC REGULAR**

Date: 04/24/2007
Submitted By: Anna Galvan, BUDGET & MANAGEMENT
Submitted For: Joe Pena, R.O.W. Dept.
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 interfund transfer from Right of Way Dept - R.O.W. Acquired (1200) to TX D.O.T. Project "I" Road - R.O.W. (1315) in the amount of \$100,000.00.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1200-431-00-260-001-0-711

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

\$ 809,000.00 available account balance as of 04/20/07

Attachments

Link: [Inter-Fund Transfer](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/20/2007 01:30 PM	APRV
2	Sergio Cruz	Sergio Cruz	04/20/2007 02:26 PM	APRV
3	Purchasing Department	Marty Salazar	04/21/2007 10:43 AM	APRV
4	Auditor's Office	Linda Fong	04/21/2007 11:59 AM	APRV
5	Court Administrator			NEW

Form Started By: Anna Galvan

Started On: 04/20/2007 10:01 AM

Final Approval Date:

BUDGET INTER-FUND TRANSFER

DATE April 18, 2007

DEPARTMENT NAME: Dept. of Budget & Management for Right of Way Dept.

ACCOUNT NUMBER: 7-1XX-431-00-XXX-0XX-0-711

SUBJECT: Inter-fund Transfer/s (transfers in/out) (increase/decrease)

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-fund transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
7-1200-431-00-260-001-0-	711	Right of Way Dept. - R.O.W. Acquired	(\$100,000.00)
7-1200-491-01-000-315-0-	891	Transfers Out - TX D.O.T. Projects	\$100,000.00
7-1315-391-01-000-200-0-	000	Transfers In R & B County Wide	\$100,000.00
7-1315-431-00-124-023-0-	711	TX D.O.T. Project "I" Road - R.O.W.	\$100,000.00
TOTAL BUDGET INCREASE (DECREASE)			\$100,000.00

Reason: To meet expenses.
Note: This item was re-created because original agenda item was submitted in Consent as an Intradepartmental transfer.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-3502
C-871-07-F
CC REGULAR

18.D.

Date: 04/24/2007
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

Narzia Turner, Indv. and on Behalf of the Estate of Robert Turner vs Hidalgo County

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2007 07:59 AM	APRV
2	Purchasing Department	Marty Salazar	04/19/2007 12:28 PM	APRV
3	Auditor's Office	Linda Fong	04/21/2007 11:59 AM	APRV
4	Court Administrator			NEW

Form Started By: Norma Silva

Started On: 04/17/2007 04:12 PM

Final Approval Date:

AI-3520
Hugo Gomez
CC REGULAR

18.E.

Date: 04/24/2007
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

Claim from Hugo Gomez to replace damaged palm tree.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2007 10:33 PM	APRV
2	Purchasing Department	Marty Salazar	04/19/2007 12:36 PM	APRV
3	Auditor's Office	Linda Fong	04/21/2007 11:59 AM	APRV
4	Court Administrator			NEW

Form Started By: Norma Silva

Started On: 04/18/2007 11:54 AM

Final Approval Date:
