

AI-6916

5.B.

**Human Services Technology Updates
CC REGULAR**

Date: 12/11/2007

Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.

Submitted For: Eduardo Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Agenda Area: Health & Human Services Dept.

Information

CAPTION

Presentation and discussion on Human Services Technology updates.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/06/2007 01:59 PM	APRV
2	Dale Kennan	Dale Kennan	12/06/2007 04:40 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 08:30 AM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 09:34 AM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 09:47 AM	APRV
Form Started By: Josie Escalante			Started On: 12/05/2007 02:52 PM	
Final Approval Date: 12/07/2007				

AI-6952

6.A.

Contract - cell phone upgrades 2008

CC REGULAR

Date: 12/11/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Submitted For: Renan Ramirez

Department: BUDGET & MANAGEMENT

Agenda Area: IT Department

Information

CAPTION

A. Presentation for discussion, consideration and action to discontinue the purchase of cell phone equipment and services through the State of Texas Department of Information Resources (DIR-Texan 2000) contract with Sprint;

B. Presentation for discussion, consideration and action to enter into a Cell Phone Equipment and Services Contract with Sprint to include upgrade of existing plans and/or equipment through our membership/participation with HGAC's 2008 cell phone awarded contract (subject to legal review).

BACKGROUND

FUNDING TO BE ADDRESSED BY B&M - \$10,600.00

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1100-415-00-200-002-0-664

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$28,273.57 as of 12/6/07. Original 2007 budget \$18,479.63 (presume similar funding in 2008).

Attachments

Link: [e-mail](#)

Link: [hgac](#)

Link: [EUA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/06/2007 10:19 AM	APRV
2	Dale Kennan	Dale Kennan	12/06/2007 04:40 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 02:02 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:53 PM	APRV
5	Court Administrator (Originator)	Monica Badillo	12/07/2007 04:45 PM	APRV

Form Started By: Monica Badillo

Started On: 12/06/2007 10:05
AM

Final Approval Date: 12/07/2007

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

From: Valde [Add to Address Book](#)
To: 'dina trevino', raul.silguero@co.hidalgo.tx.us
CC: monica.badillo@co.hidalgo.tx.us
Date: Thursday, December 06, 2007 8:30:24 AM
Subject: FW: HGAC

 hgac.pdf  Hidalgo County EUA 11-07.doc  sprint new contract cost overview 2008.xls

From: Renan Ramirez [mailto:renan@co.hidalgo.tx.us]
Sent: Tuesday, December 04, 2007 2:55 PM
To: valde.guerra@co.hidalgo.tx.us
Cc: dina.trevino@co.hidalgo.tx.us; raul.silguero@co.hidalgo.tx.us
Subject: FW: HGAC

Valde,

Please find attached the documents relating to the upgrade of the entire County's cell phone platform.

For basically the same amount of money a month we are:
Upgrading all our equipment to state of the art hybrid handsets
Running dual service Sprint/Nextel on the phones for increased flexibility
Adding walkie/talkie only lines of service for IT & B&G
Upgrading all our data cards
Adding 15 DATA only Blackberries for IQ management project
Adding 30 vehicle tracking units.

The free equipment promotion ends at the end of the year!

Thanks!

=====

Renan Ramirez

CIO

IT Department / Hidalgo County, Texas

956-292-7010 x.6011

www.co.hidalgo.tx.us

From: Renan Ramirez [mailto:renan@co.hidalgo.tx.us]
Sent: Tuesday, December 04, 2007 1:46 PM
To: 'martha.salazar@co.hidalgo.tx.us'
Subject: HGAC

Marty,

The Word file is the EUA , the PDF file is the power point with the highlights of the contract.

Thanks!

=====

Renan Ramirez

CIO

IT Department / Hidalgo County, Texas

956-292-7010 x.6011

www.co.hidalgo.tx.us



*Helping
Governments
Across the
Country
Buy*

HGACBuy – Expanding Your Options

Accelerate Your Business at SprintSpeed

© 2007 Sprint Nextel. All rights reserved.



About HGAC

- *HGAC (Houston-Galveston Area Council) has been serving local governments for more than 30 years--beginning in 1973. From coast-to-coast, Program participants include local governments, state agencies, and qualifying non-profit corporations that provide one or more governmental functions and services.*
- *The Houston-Galveston Area Council is the largest Council of Government (COG) in Texas. HGAC is a political subdivision of the State of Texas and acts as a purchasing agent offering a full range of competitively procured products and services, primarily in Public Safety equipment and services.*

About HGAC

- *HGAC conforms to the requirements of Texas statutes that are applicable to competitive bids (IFBs) and competitive proposals (RFPs).*
- *All products or services offered by HGAC have been subjected to either a competitive bid or competitive proposal process.*
- *HGAC has **more than 1,500 Participating Members** (local governments, state agencies and qualifying non-profit corporations) from across the United States.*

About HGAC's Program Participants

- **Types of qualifying entities include:**
 - *Municipalities*
 - *Counties*
 - *Schools and School Districts*
 - *Colleges & Universities*
 - *Hospitals and Hospital Districts*
 - *Emergency Services Districts*
 - *Rural Fire Prevention Districts*
 - *Volunteer Fire Departments*
 - *Emergency Medical Services*
 - *Special Law Enforcement Jurisdictions*
 - *Judicial Courts & Districts*
 - *Emergency Communications Districts*
 - *Councils of Governments*
 - *Utility Districts (MUDs, WCIDs, Irrigation, etc.)*
 - *Special Districts*
 - *Authorities (Airport, Port, River, Water, Toll Road, etc.)*
 - *State Agencies*

The Sprint Nextel-HGAC Contract

- *Contract Number: **CW05-02***
- *Effective June 1, 2005 – May 31, 2009*
- *2 year agreement with options to extend*
- *Fully competed contract agreement, amended on 2/21/07 to include all Sprint Nextel markets, products and services.*
- *End Users must be a member and have a signed Interlocal Agreement with HGAC to utilize contract*
 - <https://www.hgacbuy.com/Program%20Information.htm>
- *An executed Sprint Nextel End User Agreement is required*

HGAC Contract Products and Pricing

- ***Contract includes all Wireless equipment and services on iDEN and CDMA networks.***
 - ***Airtime Discounts:***
 - *23% Discount Off Nat'l Airtime Rate Plans for VOICE and DATA*
 - ***Nextel iDEN equipment:***
 - *39% off the National Promotion Price of all Equipment or Flat rate pricing, whichever is lowest.*
 - *20% Off RRP (Regular Retail Price) of Accessories, 0% Off Promotional Price*
 - ***Sprint CDMA equipment:***
 - *Promotional Flat rate pricing or rebate, which ever is lowest.*
 - *No discount on Accessories*
- ***Emergency Response Program and CNS is included in agreement***
- ***Shipping and Activation fees are waived***
- ***Early Termination Fee is waived***
- ***Individual Liable customers receive 10%/Private or 15%/Public discount under standard Public Sector IL program.***

The HGACBuy Contract Support Team

- *Lawanda James, HGAC Procurement Services Specialist*

- lawanda.james@HGAC.com
- Office: 713-993-4536 or 800-926-0234
- Fax: 713-993-4548

- *Wendie Henderson, Program Manager*

- wendie.henderson@sprint.com
- Phone: 281-808-5030
- Fax: 832-553-7900

Patti Mckenna, Client Executive

- Patti.mckenna@sprint.com
- Phone: 361-533-0256

**END USER AGREEMENT
FOR
WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICES
CW05-02**

THIS END USER AGREEMENT (hereinafter the "Agreement") is entered into this 30th day of November, 2007 (hereinafter the "Effective Date") by and between Sprint Solutions, Inc., d/b/a Sprint with a mailing address c/o Sprint at 2001 Edmund Halley Drive, Reston, VA 20191 (hereinafter referred to as "Contractor"), and Hidalgo County with an office at 100 N. Closner Blvd. Edinburg, TX 78539 (hereinafter the "END USER"), under the Houston-Galveston Area Council of Governments ("H-GAC") Contract for Wireless Telecommunications Equipment and Services No., CW05-02 dated June 1, 2005 (hereinafter the "H-GAC Contract") to provide commercially available national, digital wireless telecommunications equipment (the "Equipment") and services (the "Service(s)") to H-GAC End User participants who have entered into an Interstate Interlocal Contract, including but not limited to, departments, agencies, authorities, commissions, boards, counties, cities, townships and other political subdivisions. End User and Contractor are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

1. Authority to Purchase. By signing below, the End User represents and warrants that it is eligible and authorized to purchase Equipment and Services through the H-GAC Contract. End User agrees upon Contractor's request to furnish Contractor with documentation to demonstrate the End User is authorized to participate under the H-GAC Contract pursuant to an Interlocal Contract with H-GAC.

2. Equipment and Services. Upon execution by the Parties of this Agreement, and confirmation of End User's authorization as provided in Section 1 above to Contractor's satisfaction, the End User shall be authorized to submit purchase orders for the purchase of Contractor's Equipment and/or Services. The End User acknowledges and agrees that all purchase orders for Equipment and Service issued by the End User pursuant to this Agreement are subject to the terms and conditions of Attachment A and Exhibit B to the H-GAC Contract. Any terms and conditions contained in a purchase order or in any acknowledgment or acceptance of a purchase order that are inconsistent with, or in addition to (except as required by law) the terms and conditions of this Agreement shall be null and void. In the event of a conflict between this Agreement and the H-GAC Contract, the terms and conditions of the H-GAC Contract shall have precedence.

3. Additional Equipment and Services. Upon execution of this Agreement, the END USER has the option to purchase additional equipment and services that are offered by third-party vendors, through this Agreement as permitted under the H-GAC Contract ("Additional Equipment and Services"). The Additional Equipment and Services may be invoiced separately from Contractor's Equipment and Services. The End User acknowledges and agrees that all purchase orders for Additional Equipment and Services are subject to the assigned third party vendors' terms and conditions incorporated by reference to the H-GAC Contract. By execution of this Agreement, the additional terms and conditions of the assigned third party vendor shall govern the Additional Equipment and Services provided to the END USER but shall not supersede the terms and conditions of the H-GAC Contract.

4. Term. The term for which Services shall be provided by Contractor shall commence on the Effective Date and continue for a period of [24] months [**Minimum of 12**] from the Effective Date. Thereafter, this Agreement shall automatically renew for an additional one-year period unless either Party notifies the other in writing at least 30 days prior to the end of the initial 12-month period. Upon expiration of this Agreement, the Parties may agree to extend this Agreement as mutually agreed by the Parties provided that the H-GAC Contract is still in effect. Notwithstanding the foregoing, in the event

that the H-GAC Contract terminates for any reason or expires, and this Agreement is still in effect, this Agreement will continue pursuant to its terms for the stated duration pursuant to the terms set forth in Attachment A to the H-GAC Contract.

5. Incorporation by Reference. Attachment A to the H-GAC Contract as may be amended from time-to-time, including all Attachments and Exhibits and Exhibit B to the H-GAC Contract, is hereby incorporated by reference into this Agreement with the same force and effect as if it were given in full text.

6. H-GAC Not Liable for End User Purchases. Contractor and End User acknowledge and agree that End User shall be solely liable for all Equipment and Services ordered or purchased under this Agreement or any purchase order issued by the End User pursuant to this Agreement and in no event that H-GAC be liable for any End User's obligations hereunder.

7. Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law principles.

8. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, facsimile with correct answerback, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

End User:
Hidalgo County
100 N. Closner Blvd.
Edinburg, TX 78539
Attn: Renan Ramirez
Chief Information Officer

Contractor:
Sprint Solutions, Inc.
2001 Edmund Halley Drive
Reston, VA 20191
Attn: Public Sector
Contracts Manager

9. Entire Agreement. This Agreement (and any Attachments and other documents incorporated herein by reference) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date.

Hidalgo County

Sprint Solutions, Inc.

By:_____

By:_____

Name:_____

Name: H. Leon Frazier

Title:_____

Title: Senior Vice President

Date:_____

Date:_____

AI-6971

7.A.

Resolution - vehicle reg. funds

CC REGULAR

Date: 12/11/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Submitted For: Coounty Judge's Office

Department: BUDGET & MANAGEMENT

Agenda Area: County Judge's Office

Information

CAPTION

Consideration and approval of a resolution for the use of local dedicated vehicle registration funds for congestion relief in Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

Link: [Resolution](#)

Link: [e-mail](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/07/2007 11:11 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/07/2007 04:43 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 05:04 PM	APRV
4	Purchasing Department		12/07/2007 05:36 PM	NEW

Form Started By: Monica Badillo
Started On: 12/07/2007 10:49 AM

Final Approval Date: 12/07/2007

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**ORDER AUTHORIZING THE
PLEDGE OF THE \$10 OPTIONAL VEHICLE REGISTRATION FEE AND
COMMITTING NOT TO RESCIND THE FEE UNTIL THE OCCURRENCE OF
CERTAIN EVENTS**

WHEREAS, at a duly called and noticed meeting on August 14, 2007, the Commissioners Court of Hidalgo County (the “Commissioners Court”), pursuant to Section 502.1725 of the Texas Transportation Code (the “Provision”), adopted an order (the “Adoption Order”) authorizing the adoption and implementation of the Optional Vehicle Registration Fee referred to in the Provision in the amount of \$10.00 (the “Fee”) to be effective on January 1, 2008; and

WHEREAS, prior to September 1, 2007, the County notified the Texas Department of Transportation of the adoption of the Fee; and

WHEREAS, the Provision requires that Hidalgo County remit the revenue from the Fee to the Hidalgo County Regional Mobility Authority (the “Authority”) to fund long-term transportation projects in Hidalgo County; and

WHEREAS, the Authority has committed to develop the Hidalgo County Loop Project (the “Project”), a long-term transportation project in Hidalgo County; and

WHEREAS, the Project will benefit the County and its residents through improved mobility, increased safety, enhanced economic development, and expansion of the tax base which will result in increased revenues to support the County and the provision of services to residents; and

WHEREAS, in order to advance the Project, the Authority, on its own or through an entity created by the Authority, intends to issue debt with a maximum repayment term of no more than forty (40) years in one or more lawful forms, including, individually or in combination, bonds, a State Infrastructure Bank Loan, and/or a bank loan (the “RMA Debt”) to obtain funding necessary to develop the Project; and

WHEREAS, the Authority intends to pledge the Fee revenue to secure payment of the RMA Debt; and

WHEREAS, the RMA Debt shall be a limited obligation of the Authority, payable solely from Fee revenues and, at the Authority’s option, other sources of revenue

available to the Authority, and the RMA Debt shall not be an obligation or payable from taxes or any other revenues of the County; and

WHEREAS, the Commissioners Court now desires to supplement the Adoption Order to confirm that the Authority will pledge Fee revenue to secure payment of the RMA Debt for so long as the RMA Debt is outstanding;

THEREFORE, BE IT NOW ORDERED BY THE HIDALGO COUNTY COMMISSIONERS COURT, that the Hidalgo County additional vehicle registration Fee may be pledged for the payment of RMA Debt issued to fund work on the Project by the Hidalgo County Regional Mobility Authority as follows:

1. The County hereby acknowledges and consents to the Authority's pledge of the Fee revenue to secure payment of the principal of, premium, if any, and interest on the RMA Debt provided such debt does not have a term in excess of forty (40) years and provided such debt is used to fund development of the Project which will benefit the County and its residents.
2. The County hereby agrees that (i) the Fee shall be in effect from and after January 1, 2008; (ii) the County shall pay the Fee receipts to the Authority promptly upon receipt; and (iii) the County shall not rescind the Adoption Order or this Order (or modify either of them in any way that would adversely affect the Authority's pledge of the Fee revenues or the holders of the RMA Debt) or adopt any other order or take any other action to remove or rescind the Fee, until the earliest of:
 - (a) the date on which all principal of, premium, if any, and interest on the RMA Debt is paid in full through additional Project financing sources, revenues from operation of all or part of the Project, or any other source of revenue used to satisfy the RMA Debt, and the RMA Debt is no longer outstanding;
 - (b) the date on which the RMA Debt matures, all principal of, premium, if any, and interest on the RMA Debt is paid in full, and all RMA Debt is no longer outstanding; or
 - (c) December 31, 2008, but only if RMA Debt secured by the Fee revenue has not been issued by that date.
3. This Order shall be in effect from and after the date of its adoption.

WHEREUPON MOTION MADE BY COMMISSIONER _____
AND SECONDED BY COMMISSIONER _____, THE ORDER
AUTHORIZING THE PLEDGE OF THE \$10 OPTIONAL VEHICLE REGISTRATION
FEE AND COMMITTING NOT TO RESCIND THE FEE UNTIL THE OCCURRENCE

OF CERTAIN EVENTS was passed on a vote of _____ for and _____ against. This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER in the official minutes of the Commissioners Court.

Approved and signed this _____ day of _____, 2007.

J.D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

[Show Header](#)

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

From: Raul Lozano [Add to Address Book](#)
To: monica.badillo@co.hidalgo.tx.us
Date: Friday, December 07, 2007 10:46:54 AM
Subject: FW: VRF wording for agenda item

Raul Lozano
Assistant Chief Administrator
Hidalgo County Judge's Office
100 E. Cano, Edinburg, TX 78539
Phone: 956.318.2600
Fax: 956.318.2699

-----Original Message-----

From: Veronica de Lafuente [mailto:vdela Fuente@patetransportation.com]
Sent: Friday, December 07, 2007 10:32 AM
To: Raul Lozano
Cc: Mari Gutierrez
Subject: Fw: VRF wording for agenda item

Please add the wording to the agenda. I'll forward the resolution to you too. The Judge is good to go on this item for next week.

----- Original Message -----

From: Veronica de Lafuente
To: 'jd.salinas@hidalgocountyjudge.com'
Sent: Fri Dec 07 10:17:22 2007
Subject: VRF wording for agenda item

"Consideration and approval of a resolution for the use of local dedicated vehicle registration funds for congestion relief in Hidalgo County."

AI-6849

8.A.

Colonia Grant Modif. # 725195

CC REGULAR

Date: 12/11/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

Requesting approval of a Performance Statement Modification to the Office of Rural Community Affairs (ORCA) for the 2005 Colonia Construction Contract # 725195 for the Sewer Improvement Projects in Colonia Corina s Corner and Bella Vista in Pct. # 3 and Colonia Country View in Pct. # 4.

BACKGROUND

UCP is requesting approval of a Performance Statement Modification to the 2005 Colonia EDAP Grant # 725195. The Performance Statement Modification will reflect the contractor's actual accomplishments versus the application's estimated quantities. Revised Exhibit A - Performance Statement and Project Completion Report is attached.

Fiscal Impact

Attachments

Link: [Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/04/2007 02:17 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/05/2007 01:40 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 02:04 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 02:40 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Estella Webber
Started On: 12/04/2007 10:24 AM

Final Approval Date: 12/07/2007

**REVISED
EXHIBIT A
CONTRACT NO. 725195
PERFORMANCE STATEMENT**

Hidalgo County

Contract shall carry out the following activities in the target area identified in its 2005 Colonia Construction Funds 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. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

Colonia Country View (TWDB ID No. 376-1080515)

Sewer Facilities

The Contractor shall provide first-time public sanitary sewer service in conjunction with the North Alamo Water Supply Corporation (NAWSC) as the sewer service provider to sixty-four (64) colonia households. The contractor shall install approximately ~~two thousand eight hundred fifty (2,850 l.f.)~~ two thousand eight hundred forty linear feet (2,840 l.f.) of eight-inch (8-in) PVC sewer pipe and trench safety at varying depths, eight (8) manholes, one (1) fiberglass drop manhole, ~~sixty-four (64)~~ sixty five (65) long/short sanitary sewer service connections, ~~four thousand one hundred square yards (4,100 s.y.)~~ four thousand two hundred sixteen square yards (4,216 s.y.) of asphalt street repair, ~~eight hundred thirty-five linear feet (835 l.f.)~~ of fifteen inch (15-in) Corrugated ABS pipe, and two (2) eight inch (8-in) PVC sewer line end-caps, and five hundred ninety one square yards (591 s.y.) of concrete driveway repairs. Construction shall take place in the following locations.

Street	From	To
Lopez Drive	Trenton Road	South semi-cul de sac
Lopez Drive	Southeast semi-cul de sac	Southwest semi-cul de sac
Lopez Drive	Southwest semi-cul de sac	Trenton Road

These activities shall benefit two hundred sixty-one (261) persons, of which two hundred sixty-one (261) or one hundred percent (100%) are of low to moderate income.

Rehabilitation of Private Properties (Sewer Service)

The Contractor shall provide first-time public sanitary sewer service in conjunction with NAWSC by installing sewer yardlines and connections to the above sewer facilities for eligible colonia residents in Colonia Country View. The Contractor shall install sixty-four (64) four-inch (4-in) PVC sewer yardlines, cleanouts and any necessary plumbing upgrades, and pay the NAWSC permitting and impact fees. Additionally, the Contractor shall decommission sixty-four (64) low-to-moderate income beneficiary on-site sewer facilities (OSSF) including tankage and filling. TCDP funds may not be utilized to pay for the cost of assessments/fees, sewer connections and yardlines or OSSF decommissioning on properties occupied by households that do not qualify as low-to-moderate income households.

These activities shall benefit two hundred sixty-one (261) persons, of which two hundred sixty-one (261) or one hundred percent (100%) are of low to moderate income.

Sewer Facilities

The Contractor shall provide first-time public sanitary sewer service in conjunction with the City of Alton as the sewer service provider to thirteen (13) colonia households. The contractor shall make service connections to an existing eight-inch (8-in) sanitary sewer line by installing thirteen (13) four-inch (4-in) saddle wyes, seven hundred linear feet (700 l.f.) of four-inch (4-in) PVC sewer pipe from the saddle wye to the property line, and seven hundred linear feet (700 l.f.) of street pavement repair. The service connections shall be made along Bella Vista Lane.

These activities shall benefit sixty-eight (68) persons, of which sixty-eight (68) or one hundred percent (100%) are of low to moderate income.

Rehabilitation of Private Properties (Sewer Service)

The Contractor shall provide first-time public sanitary sewer service in conjunction with the City of Alton by installing sewer yardlines and connections to the above sewer facilities for eligible colonia residents of Colonia Bella Vista Estates. The Contractor shall install thirteen (13) four-inch (4-in) PVC sewer yardlines, cleanouts and any necessary plumbing upgrades to provide sewer service, and pay the City of Alton Sewer Permit Fee. Additionally, the Contractor shall decommission ~~forty-nine (49)~~ thirteen (13) low-to-moderate income beneficiary on-site sewer facilities (OSSF) including tankage and filling. TCDP funds may not be utilized to pay for the cost of assessments/fees, sewer connections and yardlines or OSSF decommissioning on properties occupied by households that do not qualify as low-to-moderate income households.

These activities shall benefit sixty-eight (68) persons, of which sixty-eight (68) or one hundred percent (100%) are of low to moderate income.

Colonia Corina's Corner (TWDB ID No. 287- 1080187)Sewer Facilities

The Contractor shall provide first-time public sanitary sewer service in conjunction with the City of Alton as the sewer service provider to nine (9) colonia households. The Contractor shall install approximately ~~three thousand six hundred linear feet (3,600 l.f.)~~ three thousand four hundred twenty five linear feet (3,425 l.f.) of twelve-inch (12-in) PVC sewer pipe at varying depths, five hundred linear feet (500 l.f.) of four-inch (4-in) service pipe, three hundred linear feet (300 l.f.) of bore service pipe, ~~four thousand eight hundred linear feet (4,800 l.f.)~~ three thousand four hundred twenty five linear feet (3,425 l.f.) of trench safety protection, ten (10) manholes, one (1) stub out, seventy linear feet (70 lf.) of extra depth manhole, ~~two (2)~~ one (1) existing manhole tie-ins, ~~ten (10)~~ nine (9) twelve-inch (12-in) by four-inch (4-in) service wyes, five (5) concrete driveway repairs, twelve (12) caliche driveway repairs, and two (2) asphalt driveway repairs.

These activities shall benefit forty-five (45) persons, of which forty-five (45) or one hundred percent (100%) are of low to moderate income.

Rehabilitation of Private Properties (Sewer Service)

The Contractor shall provide first-time public sanitary sewer service in conjunction with the City of Alton by installing sewer yardlines and connections to the above sewer facilities

for eligible colonia residents of Colonia Corina's Corner. The Contractor shall install nine (9) four-inch (4-in) PVC sewer yardlines, cleanouts and any necessary plumbing upgrades to provide sewer service. Additionally, the Contractor shall decommission nine (9) low-to-moderate income beneficiary on-site sewer facilities (OSSF) including tankage and filling. TCDP funds may not be utilized to pay for the cost of assessments/fees, sewer connections and yardlines or OSSF decommissioning on properties occupied by households that do not qualify as low-to-moderate income households.

These activities shall benefit forty-five (45) persons, of which forty-five (45) 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.

Project Completion Report

Contractor Name: Hidalgo County Contract No. 725195
 Start Date of Contract: 12-22-07 End Date of Contract: 12-12-07

Financial Status:

Activity	TXCDBG Funds			Other Funds
	Current Budget	Drawn To-Date	Balance	Expenditures To-Date
1b. Sewer Facilities	\$ 352,227.00	\$ 327,680.00	\$ 24,547.00	\$ 107,735.00
17b. Rehab of Private Prop.	\$ 87,790.00	\$ 84,500.00	\$ 3,290.00	\$ -0-
Sewer Services				
30. Engineering	\$ -0-	\$ -0-	\$ -0-	\$ 34,100.00
32. General Administration	\$ -0-	\$ -0-	\$ -0-	\$ 34,573.81
Total	\$ 440,017.00	\$ 412,180.00	\$ 27,837.00	\$ 176,408.81

Actual Accomplishments:

Report work performed by construction line item as identified in the contract Performance Statement.

Construction Line Item	Quantity: Current Perf. Statement	Quantity: Actual Accomplishments	Variance (%)
Country View			
8" PVC sewer pipe	2,850 lf.	2,840 lf.	.4 %
Trench safety	2,850 lf.	2,840 lf.	.4 %
Manholes	8 ea.	8 ea.	0 %
4" Fiberglass Drop manhole	-0-	1 ea.	(+) 100 %
Sewer connections (long/short)	64 ea.	65 ea.	1.6 %
Asphalt repairs	4,100 s.y.	4,216 s.y.	2.8 %
15" Corrugated ABS pipe	835 lf.	-0-	(-) 100 %
8" PVC sewer line end caps	2 ea.	-0-	(-) 100 %
4" PVC sewer yardlines	64 ea.	64 ea.	0 %
Septic tanks decommission	64 ea.	64 ea.	0 %
Concrete driveway repair	-0-	591 s.y.	(+) 100 %
Bella Vista			
4" saddle wyes	13 ea.	13 ea.	0 %
4" PVC sewer pipe	700 lf.	700 lf.	0 %
Street paving	700 lf.	700 lf.	0 %
4" PVC sewer yardlines & cleanouts	13 ea.	13 ea.	0 %
Septic tanks decommission	49 ea.	13 ea.	0 %
Corina's Corner			
12" PVC sewer pipe	3,600 lf.	3,425 lf.	4.9 %
4" sewer pipe	500 lf.	500 lf.	0 %
Bore service pipe	300 lf.	300 lf.	0 %
Trench safety	4,800 lf.	3,425 lf.	28.6 %
Manholes	10 ea.	10 ea.	0 %
Stub out	-0-	1 ea.	(+) 100 %
Extra depth manhole	-0-	70 lf.	(+) 100 %
Manholes tie ins	2 ea.	1 ea.	50 %
12" by 4" service wyes	10 ea.	9 ea.	10 %
Concrete driveway repairs	5 ea.	5 ea.	0 %
Caliche driveway repairs	12 ea.	12 ea.	0 %
Asphalt drive repairs	2 ea.	2 ea.	0 %
4" PVC yardlines	9 ea.	9 ea.	0 %
Septic tank decommission	9 ea.	9 ea.	0 %

Do the locations in the current Performance Statement reflect the actual location of the work?

No ☐

Yes ☒ X

Additional Activity Information: (check all applicable categories)

☐ One-for-One Replacement	☐ Special Assessment
☐ Revolving Loan Fund	☐ Favored Activity
☐ Presidentially Declared Disaster Area	☒ X Colonia
☐ Historic Preservation Area	☐ Displacement
☐ Brownfield Activity	☐ Float Funded
☐ Multi-Unit housing (2+ units/structure)	Date funds to be received _____
	Float principal balance _____
	☐ Rental Housing

Beneficiaries:

Report beneficiaries for each activity (excluding engineering and administration):

Activity	Current Perf Statement			Actual Benefit		
	Total	Low/Mod	% L/M	Total	Low/Mod	% L/M
1b. Sewer Facilities	374	374	100 %	374	374	100 %
17b. Rehab of Private Properties (Sewer Services)	374	374	100 %	374	374	100 %
Totals	374	374	100 %	374	374	100 %

Report beneficiaries according to the following race categories, separating those who are also Hispanic. Columns should total and the grand total should equal the total beneficiaries.

Race	Non-Hispanic	Hispanic Ethnicity	Total
White		374	374
Black/African American			
Asian			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other Multi-Racial			
Grand Total			374

Gender

Total Project Beneficiaries:	374	Male:	190	Female:	184

Activities on Private Property (First-time services and housing rehab):

Report the income level of each **household** benefiting from the TxCDBG housing rehabilitation activity, based on the current HUD Section 8 Income Limits.

Income Level	No. of Owner-Occupied Units	No. of Rented Units
Very Low (at or below 30% of the AMFI)	50	
Low (31-50% of the AMFI)	36	
Moderate (51-80% of the AMFI)		
Non-Low Moderate (above 80% of AMFI)		
Total	86	0
Percent Low/Mod	100 %	

Anticipated Outcome Units:

Beneficiaries		Beneficiaries	
1) Public Service		2) Public Facility or Infrastructure Improvement	
a) new access		a) new access	
b) improved access		b) improved access	
c) no longer substandard		c) no longer substandard	374
Total		Total	374

Citizen Comment:

Date of Final Public Hearing: 10/30/07 (Attach advertisement)

A public hearing was held on Tuesday, Oct. 30, 2007 at 5:30 p.m. at the UCP Conference Room. No one attended the Meeting. There were no comments. Advertisement (original tear sheet), roster and minutes are attached.

Fair Housing Activity:

Note: This activity must have been performed during the contract period. See **Chapter 10: Civil Rights**

Requirements for a listing of acceptable activities.

UCP Hidalgo County Proclamation – Fair Housing

UCP Hidalgo County Proclamation – 3rd Annual CDBG Celebration

UCP Hidalgo County Proclamation – Homeownership Month

UCP Hidalgo County – City of Mercedes Proclamation – Fair Housing

UCP Hidalgo County – City of Weslaco Proclamation – Fair Housing

Certifications:

As chief elected official of the contractor jurisdiction, I certify that:

- a. The information contained in this report is accurate to the best of my knowledge;
- b. All records related to contractor activities are available for review;
- c. TXCDBG funds were not used to reduce the level of local financial support for housing and community development activities;
- d. No attempt to recover any capital costs of public improvements assisted in whole or in part with such funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless (a) such funds are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than such funds; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, contractor certifies that it lacks sufficient funds under this contract to comply with the requirements of clause (a); and
- e. The persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving service or a benefit from the use of the new or improved facilities and activities.

Juan D. Salinas, III, Hidalgo County Judge

Typed Name and Title of Chief Elected Official

Signature of Chief Elected Official

Date

AI-6853

8.B.

**Closeout Docs - Colonia
CC REGULAR**

Date: 12/11/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

1. Approval of Contract Closeout Documents for the 2005 Colonia Construction Contract No. 725195.

2. Approval of Project Completion Report, Certificate of Expenditures, MBE Report, Real Property Acquisition Report, Certificate of Construction Completion, Final Wage Compliance, Disclosure Report, Contract Completion Survey, Final Public Hearing, Fair Housing Activity Report, list of recipients, and documentation of decommissioned septic tanks for low mod beneficiaries.

BACKGROUND

UCP is requesting approval to closeout the 2005 Colonia Construction Project Contract # 725195. The contract with Jimmy Closner & Sons Construction Co. Inc. for sewer improvements, sanitary sewer yard lines connections and septic tank remediations for Colonia Corina's Corner and Bella Vista Subdivision in the City of Alton's ETJ area in Pct. # 3 and the contract with ASAGO L. L. C. for sanitary sewer yard lines connections and septic tank remediations for Colonia Country View in Pct. # 4. Both contracts have been completed.

Attached please find a copy of the Project Completion Report and Certificate of Expenditures for your review.

Fiscal Impact

Attachments

Link: [closeout documents](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/04/2007 02:30 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/05/2007 03:56 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 02:06 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 02:40 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Estella Webber

Started On: 12/04/2007 11:22
AM

Final Approval Date: 12/07/2007

Project Completion ReportContractor Name: Hidalgo County Contract No. 725195Start Date of Contract: 12-22-07 End Date of Contract: 12-12-07**Financial Status:**

Activity	TXCDBG Funds			Other Funds
	Current Budget	Drawn To-Date	Balance	Expenditures To-Date
1b. Sewer Facilities	\$ 352,227.00	\$ 327,680.00	\$ 24,547.00	\$ 107,735.00
17b. Rehab of Private Prop.	\$ 87,790.00	\$ 84,500.00	\$ 3,290.00	\$ -0-
Sewer Services				
30. Engineering	\$ -0-	\$ -0-	\$ -0-	\$ 34,100.00
32. General Administration	\$ -0-	\$ -0-	\$ -0-	\$ 34,573.81
Total	\$ 440,017.00	\$ 412,180.00	\$ 27,837.00	\$ 176,408.81

Actual Accomplishments:

Report work performed by construction line item as identified in the contract Performance Statement.

Construction Line Item	Quantity: Current Perf. Statement	Quantity: Actual Accomplishments	Variance (%)
Country View			
8" PVC sewer pipe	2,850 lf.	2,840 lf.	.4 %
Trench safety	2,850 lf.	2,840 lf.	.4 %
Manholes	8 ea.	8 ea.	0 %
4" Fiberglass Drop manhole	-0-	1 ea.	(+) 100 %
Sewer connections (long/short)	64 ea.	65 ea.	1.6 %
Asphalt repairs	4,100 s.y.	4,216 s.y.	2.8 %
15" Corrugated ABS pipe	835 lf.	-0-	(-) 100 %
8" PVC sewer line end caps	2 ea.	-0-	(-) 100 %
4" PVC sewer yardlines	64 ea.	64 ea.	0 %
Septic tanks decommission	64 ea.	64 ea.	0 %
Concrete driveway repair	-0-	591 s.y.	(+) 100 %
Bella Vista			
4" saddle wyes	13 ea.	13 ea.	0 %
4" PVC sewer pipe	700 lf.	700 lf.	0 %
Street paving	700 lf.	700 lf.	0 %
4" PVC sewer yardlines & cleanouts	13 ea.	13 ea.	0 %
Septic tanks decommission	49 ea.	13 ea.	0 %
Corina's Corner			
12" PVC sewer pipe	3,600 lf.	3,425 lf.	4.9 %
4" sewer pipe	500 lf.	500 lf.	0 %
Bore service pipe	300 lf.	300 lf.	0 %
Trench safety	4,800 lf.	3,425 lf.	28.6 %
Manholes	10 ea.	10 ea.	0 %
Stub out	-0-	1 ea.	(+) 100 %
Extra depth manhole	-0-	70 lf.	(+) 100 %
Manholes tie ins	2 ea.	1 ea.	50 %
12" by 4" service wyes	10 ea.	9 ea.	10 %
Concrete driveway repairs	5 ea.	5 ea.	0 %
Caliche driveway repairs	12 ea.	12 ea.	0 %
Asphalt drive repairs	2 ea.	2 ea.	0 %
4" PVC yardlines	9 ea.	9 ea.	0 %
Septic tank decommission	9 ea.	9 ea.	0 %

Do the locations in the current Performance Statement reflect the actual location of the work?

Yes ☒ XNo ☐ □

Additional Activity Information: (check all applicable categories)

☐ One-for-One Replacement	☐ Special Assessment
☐ Revolving Loan Fund	☐ Favored Activity
☐ Presidentially Declared Disaster Area	☐ X Colonia
☐ Historic Preservation Area	☐ Displacement
☐ Brownfield Activity	☐ Float Funded
No. acres remediated _____	Date funds to be received _____
☐ Multi-Unit housing (2+ units/structure)	Float principal balance _____
	☐ Rental Housing

Beneficiaries:

Report beneficiaries for each activity (excluding engineering and administration):

Activity	Current Perf Statement			Actual Benefit		
	Total	Low/Mod	% L/M	Total	Low/Mod	% L/M
1b. Sewer Facilities	374	374	100 %	374	374	100 %
17b. Rehab of Private Properties (Sewer Services)	374	374	100 %	374	374	100 %
Totals	374	374	100 %	374	374	100 %

Report beneficiaries according to the following race categories, separating those who are also Hispanic. Columns should total and the grand total should equal the total beneficiaries.

Race	Non-Hispanic	Hispanic Ethnicity	Total
White		374	374
Black/African American			
Asian			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other Multi-Racial			
Grand Total			374

Gender

Total Project Beneficiaries:	374	Male:	190	Female:	184

Activities on Private Property (First-time services and housing rehab):

Report the income level of each household benefiting from the TxCDBG housing rehabilitation activity, based on the current HUD Section 8 Income Limits.

Income Level	No. of Owner-Occupied Units	No. of Rented Units
Very Low (at or below 30% of the AMFI)	50	
Low (31-50% of the AMFI)	36	
Moderate (51-80% of the AMFI)		
Non-Low Moderate (above 80% of AMFI)		
Total	86	0
Percent Low/Mod	100 %	

Anticipated Outcome Units:

Beneficiaries		Beneficiaries	
1) Public Service		2) Public Facility or Infrastructure Improvement	
a) new access		a) new access	
b) improved access		b) improved access	
c) no longer substandard		c) no longer substandard	374
Total		Total	374

Citizen Comment:

Date of Final Public Hearing: 10/30/07 (Attach advertisement)

A public hearing was held on Tuesday, Oct. 30, 2007 at 5:30 p.m. at the UCP Conference Room. No one attended the Meeting. There were no comments. Advertisement (original tear sheet), roster and minutes are attached.

Fair Housing Activity:

Note: This activity must have been performed during the contract period. See Chapter 10: Civil Rights Requirements for a listing of acceptable activities.

UCP Hidalgo County Proclamation – Fair Housing

UCP Hidalgo County Proclamation – 3rd Annual CDBG Celebration

UCP Hidalgo County Proclamation – Homeownership Month

UCP Hidalgo County – City of Mercedes Proclamation – Fair Housing

UCP Hidalgo County – City of Weslaco Proclamation – Fair Housing

Certifications:

As chief elected official of the contractor jurisdiction, I certify that:

- a. The information contained in this report is accurate to the best of my knowledge;
- b. All records related to contractor activities are available for review;
- c. TXCDBG funds were not used to reduce the level of local financial support for housing and community development activities;
- d. No attempt to recover any capital costs of public improvements assisted in whole or in part with such funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless (a) such funds are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than such funds; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, contractor certifies that it lacks sufficient funds under this contract to comply with the requirements of clause (a); and
- e. The persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving service or a benefit from the use of the new or improved facilities and activities.

Juan D. Salinas, III, Hidalgo County Judge

Typed Name and Title of Chief Elected Official

Signature of Chief Elected Official

Date

A1202**Certificate of Expenditure**Contractor: Hidalgo CountyContract No.: 725195

ACTIVITY		To be Completed by Contractor			TXCDBG Use Only
		PAID COSTS (previously requested for draw)	UNPAID COSTS (incurred but not yet requested for draw)	TOTAL COSTS	Approved Costs
1a	Water Facilities	\$ 327,680.00	0	\$ 327,680.00	
1b	Sewer Facilities				
2	Solid Waste Disposal Facilities				
3	Other Public Utilities (Gas, etc.)				
4	Street Improvements				
5	Flood and Drainage Facilities				
6	Neighborhood/Community Centers				
7	Senior Centers				
8	Centers for the Handicapped/ Sheltered Workshops				
9	Parks, Playgrounds, etc.				
10	Fire Protection Facilities/Equipment				
11	Parking Facilities				
12	Pedestrian Malls and Walkways				
13	Specially Authorized Assistance to Privately Owned Utilities				
14	Specially Authorized Public Facilities and Improvements				
15	Public Services (limited to 15% of request)				
16	Interim Assistance				
17	Rehabilitation of Private Properties				
17a	Water Service				
17b	Sewer Service	\$84,500.00	0	\$84,500.00	
18	Rehabilitation of Public Residential Structures				
19	Public Housing Modernization				
20	Clearance/Demolition Activities				
21	Historic Preservation				
22	Removal of Architectural Barriers				
23	Code Enforcement				
24	Acquisition				
25	Relocation Payments & Assistance				
26	Economic Development Loan				
27	Economic Development Interest Subsidy				
28	Economic Development Loan Guarantee				
29	Special Activities by Local Development Corporations, etc.				
30	Engineering/Architectural Services (total for all construction accounts)				
31	Planning & Urban Environmental Design (not to exceed 16%)				
32	General Administration				
33	TOTALS	\$412,180.00	0	\$412,180.00	

Contractor: Hidalgo CountyContract No.: 725195**COMPUTATION OF CONTRACT BALANCE**

	TO BE COMPLETED BY CONTRACTOR	TXCDBG USE ONLY
	AMOUNT	APPROVED AMOUNT
1. Total Paid Costs (from Line 33)	\$412,180.00	
2. Estimated Amount for Unsettled Third Party Claims	0	
3. Subtotal	\$412,180.00	
4. Total TXCDBG Grant Amount	\$440,017.00	
5. Unutilized Balance (Line 4 minus Line 3) (This amount will be de-obligated by State)	\$ 27,837.00	
6. TXCDBG Funds Received to Date	\$412,180.00	
7. Balance Payable (Line 3 minus Line 6) *	0	
* If Line 6 exceeds Line 3, enter the amount on Line 7 as a negative number and repay this amount to the Office by check		

UNPAID COSTS AND UNSETTLED THIRD PARTY CLAIMS

LIST ANY UNPAID COSTS AND UNSETTLED THIRD-PARTY CLAIMS AGAINST THE CONTRACTOR'S CONTRACT. DESCRIBE CIRCUMSTANCES AND AMOUNTS INVOLVED.

NONE

☐ Check if Continued on Additional Sheet (please attach)

REMARKS

NONE

☐ Check if Continued on Additional Sheet (please attach)

CERTIFICATION

It is hereby certified that all activities undertaken by the recipient with funds provided under the contract identified on Page 1 hereof, have, to the best of my knowledge, been carried out in accordance with the contract agreement; that proper provision has been made by the recipient for the payment of all unpaid costs and unsettled third-party claims identified on Page 1 hereof, that the State of Texas is under no obligation to make any further payment to the recipient under the contract agreement in excess of the amount identified on Line 7 hereof, and that every statement and amount set forth in this instrument is to the best of my knowledge, true and correct as of this date.

Date	Typed Name and Title of Chief Elected Official	Signature
	Juan D. Salinas, III, Hidalgo County Judge	

ORCA APPROVAL

This Certificate of Expenditures is hereby approved. Therefore, I authorize cancellation of the unutilized contract commitment and related funds reservation and obligation of \$_____, less \$_____ previously authorized for cancellation.

Date	Typed Name and Title	Signature

AI-6855

8.C.

**Colonia Grant # 727055 - Donna
CC REGULAR**

Date: 12/11/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

Award of ORCA 2007 Colonia Construction Grant #727055 of bid and approval of contract with Garza Plumbing Inc. of Edinburg, Texas (the lowest responsible bidder meeting all specifications and requirements) in the amount of \$40,100 for first time sewer improvements to Colonia Panfilo Martinez located in the City of Donna's ETJ area in Pct. # 1.

BACKGROUND

The project consists of first time sewer service yard lines and septic tank remediations and related appurtenances to forty- nine (49) residents in Colonia Panfilo Martinez located in the City of Donna's ETJ area in Pct. # 1. Bid opening was held on Wednesday, November 28, 2007 and Garza Plumbing Inc. was the lowest of three (3) bidders. Attached please find the engineer's recommendation letter and the bid tabulation sheet.

UCP colonia staff recommends approval.

Contractor: Garza Plumbing Inc.

2007 Colonia Construction Grant # 727055: \$ 40,100.00
Total Contract Amount: \$ 40,100.00

2007 ORCA Construction Funds Available: \$ 83,300.00

Fiscal Impact

Attachments

Link: [Grant](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/04/2007 02:31 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/05/2007 01:23 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 02:07 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 02:49 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Estella Webber

Started On: 12/04/2007 11:33
AM

Final Approval Date: 12/07/2007



December 03, 2007
AVO #24652

via courier and
fax (956) 787-5291

Ms. Diana R. Serna, U.C.P. Director
c/o: Mr. Pete De La Cruz
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

**Re: Wastewater Service Connection from Laterals to Existing System and
Decommissioning of the Septic Systems for Panfillo Martinez Colonia
CEDAP Contract Number 727055**

Dear Ms. Serna:

On November 28, 2007, a bid opening was held for the above-referenced project at the Hidalgo County Purchasing Department Office. Three (3) bids were received with the responsive low bidder being Garza Plumbing. The following is a summary of Bid Results:

<u>Company</u>	<u>Base Bid</u>
Garza Plumbing	\$40,000.00
Asago L.L.C.	\$68,865.00
Closner Construction	\$87,170.00

We have reviewed the bids and completed a reference check on the responsive low bidder. Based on our research, we recommend awarding the Bid to Garza Plumbing.

We will continue to coordinate closely with the Hidalgo County Urban County Program as well as the City of Donna to ensure that this project continues to move forward.

Should you have any comments or questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Carlos Gonzalez", written over a horizontal line.

Carlos Gonzalez, P.E., C.F.M.

w/enclosures

cc: Mr. P.R. Avila, City of Donna City Manager

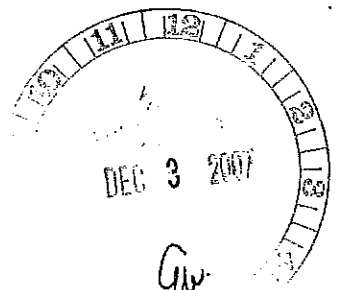
I:\24000s\24652\Docs\Award Letter to Urban County 12-03-07.doc

HALFF ASSOCIATES, INC.

5000 WEST MILITARY, STE 100
MCALLEN, TX 78503

TEL (956) 664-0286
FAX (956) 664-0282

WWW.HALFF.COM



HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY URBAN PROGRAM

BID OPENING DATE: 11/28//07

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: Bids on City of Donna ETJ Area/Sewer Improvements/ORCA 2006 CEDAP Contract #727055

NO	Name of Company	Total Bid	Addendum #1 Received	Bid Bond/Cashier Check
1	Asago Construction	\$68,865.00	✓	Bid Bonds
2	Garza Plumbing	\$40,100.00	✓	Bid Bonds
3	Closner Construction	\$87,170.00	✓	Bid Bonds
4				
5				
6				

AI-6862

8.D.

**Amendment - Mujeres Unidas
CC REGULAR**

Date: 12/11/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Requesting authorization to extend fiscal year agreement with Mujeres Unidas/Women Together- ESG Program Yr 19 - (2006) for a period of one (1) month ending January 31, 2008. Their original agreement ends on December 31, 2007.

BACKGROUND

UCP is requesting authorization to amend the agreement between Mujeres Unidas/Women Together and the Hidalgo County-Urban County Program for the ESG Program - YR 19 (2006). Mujeres Unidas/Women Together has indicated that they will not been able to expend all their ESG funds by the agreement deadline of December 31, 2007. This amendment will allow Mujeres Unidas/Women an additional month to expend all their funds, thereby extending their agreement until January 31, 2008.

The grant awarded to Mujeres Unidas/Women Together in the amount of \$207,168 will not change.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/04/2007 02:33 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/05/2007 01:15 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 02:07 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 02:44 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Estella Webber
Started On: 12/04/2007 01:49 PM
Final Approval Date: 12/07/2007

AI-6870

8.E.

**Award contract - Weslaco
CC REGULAR**

Date: 12/11/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting approval of the final negotiated Materials Testing Services contract with L&G Engineering Laboratory , in the amount of \$1,771.00 utilizing Year 20 (2007) Urban County Program Sidewalk funds in the City of Weslaco as previously authorized for negotiations by Commissioner's Court on 8-28-2007.

BACKGROUND

The City of Weslaco has negotiated a Materials Testing Services contract with L&G Engineering Laboratory in the amount of \$1,771.00 for the Sidewalk project on First & Second Street. The project is an Urban County Program Year 20 (2007) project in the City of Weslaco.

See attached scope of services.

Contract Amount: \$ 1,771.00

Funds Available: \$89,808.55 Year 20 (2007) Sidewalk Improvements

Fiscal Impact

Attachments

Link: [Weslaco proj.](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/05/2007 10:17 AM	APRV
2	Dale Kennan	Dale Kennan	12/05/2007 10:39 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 02:07 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 02:46 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Estella Webber
Started On: 12/04/2007 02:35 PM
Final Approval Date: 12/07/2007

L & G Engineering Laboratory

Construction Material Testing Geotechnical Engineering

November 7, 2007
Proposal No. PL07026

City of Weslaco
Attn: Ms. Sylvia Martinez,
Community Development Coordinator
255 South Kansas Avenue
Weslaco, Texas 78596



**RE: Proposal for Construction Material Testing Services
City of Weslaco/Urban County Sidewalk Project (1st and 2nd Streets)**

Dear Ms. Martinez,

L&G Engineering Laboratory is pleased to submit this proposal for Construction Material Testing Services for the proposed **City of Weslaco / Urban County 1st and 2nd Street Sidewalk Project**.

PROJECT DESCRIPTION

The proposed project includes the replacement, installation of driveway and sidewalk locations within the City of Weslaco, along 1st and 2nd Streets. (See Attachment "A", Sigler, Winston, Greenwood & Associates)

SCOPE OF WORK

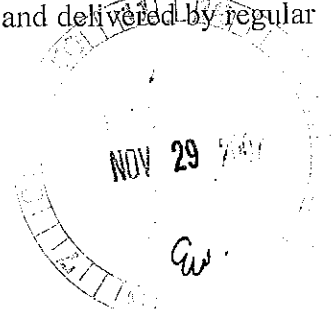
Perform Field and Laboratory Construction Materials Testing as requested by the Client. Testing is to be performed in accordance with industry standards.

PROJECT REQUIREMENTS

The tests identified in Attachment I of this cost proposal will constitute the Field and Construction Materials Testing Services provided to the Client. These testing qualities are based on the Scope of Work prepared by Sigler Winston Greenwood & Associates. (Attachment "III")

REPORTS

The results of field and laboratory testing will be forwarded to the designated recipient(s) as the data becomes available or by request. The final report will be produced and delivered by regular mail to the Client and all/other **client designated recipients**.



ATTACHMENT II**L&G ENGINEERING LABORATORY****STANDARD TERMS AND CONDITIONS**

1. L&G Engineering Laboratory (L&G) is being engaged by the CLIENT to render professional services involving the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM). L&G will be compensated largely on the basis of the time required in rendering these professional services---not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.
2. L&G will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. L&G makes no other warranties or guarantees, expressed or implied.
3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of L&G's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site.
4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. We cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or utility agency.
5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate does not include removal of any waste or cutting from the site. Such materials will be containerized and left at the site.
6. The scope of work and cost estimate does not include removal of any waste or drill cuttings from the site. The results of sample analyses or other information will be used to judge the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, L&G will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that L&G at no time assumes title to said materials.

7. All samples obtained at the site will be managed by L&G. L&G will retain preservable samples and the residues from testing for 30 days after submission of its report, after which time the samples and residues will be disposed of.

In the event samples contain hazardous constituents, L&G will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, L&G will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that L&G at no time assumes title to said samples.

8. During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, L&G will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which might become friable as a result of remodeling activities.
9. Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. Attempts to locate and identify "all" such materials in a survey would also be impractical. If retained to conduct a site assessment with respect to such materials, L&G will direct its efforts at locating the most significant sources, or potential sources, of such materials with potential for the most significant impact.
10. The scope of work and cost estimate does not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.
11. L&G will provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as L&G may reasonably make with the information gathered while performing its services.
12. L&G's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon L&G, other than for professional errors and omissions, will be limited to L&G's general liability insurance coverage of \$1,000,000. For any damage on account of any error, omission, or other professional negligence, L&G's liability to CLIENT, or to any third party, will be limited to a sum not to exceed our fees.
13. CLIENT will indemnify L&G against any claims or costs which exceed the limitation on L&G's liability provided for in the preceding paragraph, or result from acts or omissions of CLIENT.
14. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after thirty days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to

terminate the Agreement, L&G will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.

15. All claims, disputes, and other controversy between L&G and CLIENT arising out of or in any way related to the services provided by L&G will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute required litigation as provided above, then; a) CLIENT assents to personal jurisdiction in the State of L&G's principal place of business; b) the claim will be brought and tried in judicial jurisdiction of the court of the county where L&G's principal place of business is located; and CLIENT waives the right to remove action to any other county or jurisdiction; and c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

COST

Included herein as "Attachment I", is our cost proposal giving the testing item, a brief description and the unit fee for that item. The scope and quantity of services will be dependent upon services actually required by you and/or your representatives.

ACCEPTANCE

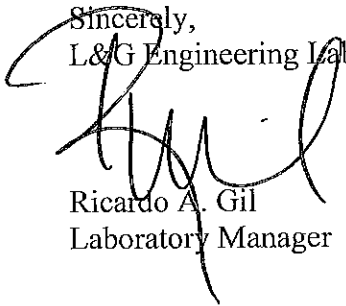
L&G Engineering Laboratory appreciates the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Cost Proposal
II	Standard Terms and Conditions
III	Preliminary Plans(SWG)

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

L&G considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Sincerely,
L&G Engineering Laboratory, LLC


Ricardo A. Gil
Laboratory Manager

Jacinto Garza, P.E., President, CEO

ATTEST: Date

Amanda C. Elizondo, CITY SECRETARY

Accepted By 
(Signature)

Buddy de la Rosa
(Typed or Printed Name)

Mayor
(Title)

Date: 11/21/2007

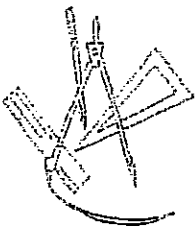
APPROVED AS TO FORM:



Ramon Vela, City ATTORNEY

**Attachment I
L&G Engineering Laboratory
City of Weslaco, Urban County Sidewalk Project
Prepared for the City of Weslaco**

Concrete Placement - Driveways and Sidewalks					
Site Visit / Placement Monitoring					
Tech Time	10	Hrs.	\$42.00	\$420.00	based on 5 site visits to perform in place testing
Trip Charge	50	Mi	\$0.50	\$25.00	
Air Content	5	Ea.	\$16.00	\$80.00	
Report	5	Ea.	\$16.00	\$80.00	
Admin, Review (10%)	1	LS		\$60.50	
				Sub.	\$665.50
Pickup, Cure Break and Report					
Tech Time	10	Hrs.	\$42.00	\$420.00	based on 5 visits to pick up, cure, test and report test results
Trip Charge	50	Mi	\$0.50	\$25.00	
Hold, Cure	20	Ea.	\$8.00	\$160.00	
Compression Test	20	Ea.	\$12.00	\$240.00	
Test Reports (7 and 28 day)	10	Ea.	\$16.00	\$160.00	
Admin, Review (10%)	1	LS.		\$100.50	
				Sub.	\$1,105.50
Estimated Project Total					\$1,771.00



L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

November 29, 2007

Attn: Ms. Diana Serna
Director of Urban County Program
1916 Tesoro Blvd.
Pharr, TX. 78577

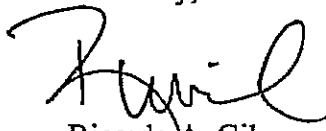
RE: City of Weslaco/Urban County Sidewalk Project (1st and 2nd Streets)

Dear Ms. Serna,

Please be advised that the quote for Construction Material Testing for the above referenced project in the amount of \$1,771.00 is our best and final offer for the subject project.

If you have any questions, feel free to contact me at 956-565-0760.

Sincerely,



Ricardo A. Gil
Lab Manager



ENDING

- $$\begin{aligned} \frac{1}{2} \frac{d}{dt} \int_{\mathbb{R}^3} |\nabla u|^2 dx &= \int_{\mathbb{R}^3} \nabla u \cdot \nabla u_t dx \\ &= \int_{\mathbb{R}^3} \nabla u \cdot \nabla (-\Delta u) dx \\ &= \int_{\mathbb{R}^3} \nabla u \cdot \nabla (-\Delta u) dx \\ &= \int_{\mathbb{R}^3} \nabla u \cdot \nabla (-\Delta u) dx \end{aligned}$$

FOOT CUBIT	ESTIMATED QUANTITIES
CONCRETE	21 LF
CASTING 3" WIDE CONCRETE WALK TO BE REMOVED	21 LF
PROPOSED 3" WIDE CONCRETE WALK	21 LF
PROPOSED 1" CURB AND GUTTER	10 LF
PROPOSED 1" CURB AND GUTTER	10 LF
PROPOSED 1" LAT-HURN CURB	75 LF
PROPOSED 2" SAND CUSHION	10 LF
PROPOSED 1" COMPACTED GRAVEL BASE	10 LF
PROPOSED 1" WIDE DRIVEWAY APRON	36 LF
PROPOSED 1" WIDE DRIVEWAY APRON	36 LF
PROPOSED 1" WIDE DRIVEWAY APRON	36 LF

“FOR REVIEW PURPOSES ONLY”

PROPOSED SIDEWALK IMPROVEMENTS
2ND STREET
STALLWORTH SUBDIVISION

PLAN
WESLACO, TEXAS

JACOB, WINSTON, GREENING AND ASSOCIATES, INC.
CONSULTING ENGINEERS
WESLACE AND MC ALLEN, 2040 E

CALL NIGHT - 651-541-5100, 24 HOURS
HIRE ASSISTANTS, INC.

1-153-2

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

L + G Engineering Laboratory LLC

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, Item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☒

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☒

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

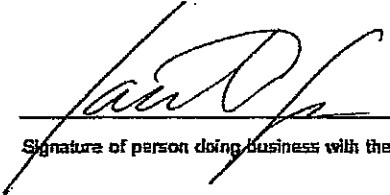
☒

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7


Signature of person doing business with the governmental entity

11-7-07
Date

City of Weslaco

"The City on the Grow"



BUDDY DE LA ROSA, Mayor
JOHN F. CUELLAR, Mayor Pro-Tem
SOYLA R. GONZALEZ, Commissioner
ADRIAN GONZALEZ, Commissioner
RENE RODRIGUEZ, JR, Commissioner
ANTHONY COVACEVICH, City Manager

CERTIFICATE

I, Amanda C. Elizondo, City Secretary of the City of Weslaco, Texas, **DO HEREBY CERTIFY**, that the Weslaco City Commission at their regular meeting of November 20, 2007 approved the Material Testing Contract with L&G Engineering Laboratory for \$1,771.00 for the Urban County Sidewalk Project and authorized Mayor Buddy de la Rosa to execute all related documents. I further certify that such action of the Weslaco City Commission is recorded in Volume 44 of the Weslaco Minute Book.

DATED this 21st day of November, 2007.

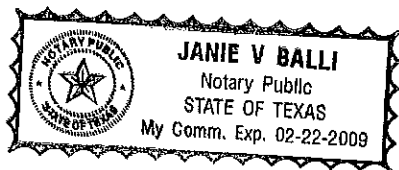
CITY OF WESLACO

Handwritten signature of Amanda C. Elizondo in black ink.

Amanda C. Elizondo
City Secretary

NOTARY

SWORN AND SUBSCRIBED before me, this 21st day of November, 2007 that the above facts are true and correct to the best of her knowledge.



Handwritten signature of Janie V. Balli in black ink.

Janie V. Balli, Notary Public
My Commission expires: 02/22/09

STATE OF TEXAS COUNTY OF HIDALGO

City of Weslaco

"The City on the Grow"



BUDDY DE LA ROSA, Mayor
JOHN F. CUELLAR, Mayor Pro-Tem
SOYLA R. GONZALEZ, Commissioner
ADRIAN GONZALEZ, Commissioner
RENE RODRIGUEZ, JR, Commissioner
ANTHONY COVACEVICH, City Manager

November 21, 2007

Ms. Diana R. Serna, Executive Director
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Sidewalk Project (2007)

Dear Ms. Serna:

The City of Weslaco is requesting to be placed on the agenda for Hidalgo County Commissioners Court to approve L & G Engineering Laboratory's Professional Service Contract for the Sidewalk Project at an estimated testing fee of \$1,771.00. Attached you will find a copy of the City Secretary's Certificate and the scope of service.

The Weslaco City Commission approved the proposal submitted by L & G Engineering Laboratory at their regular meeting of November 20, 2007. I have enclosed the necessary documentation.

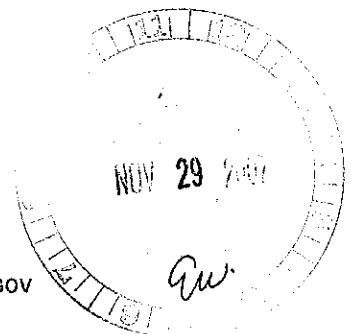
Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony Covacevich".

Anthony Covacevich
City Manager

Attachment



URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. _____

Date: November 29, 2007 Meeting Date Request: December 11, 2007

Deadline for Action: December 4, 2007 Contact Person: Diana R. Serna

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

Diana R. Serna, UCP Director

Caption:

The Urban County Program is requesting approval of the final negotiated Materials Testing Services contract with L&G Engineering Laboratory, in the amount of \$1,771.00 utilizing Year 20 (2007) Urban County Program Sidewalk funds in the City of Weslaco as previously authorized for negotiations by Commissioners' Court on 8-28-2007.

Background:

The City of Weslaco has negotiated a Materials Testing Services contract with L & G Engineering Laboratory in the amount of \$1,771.00 for the Sidewalk project on First and Second Street. The project is an Urban County Program Year 20 (2007) project in the City of Weslaco. See attached scope of services.

Contract Amount: \$ 1,771.00

Funds Available: \$ 89,808.55 Year 20 (2007) Sidewalk Improvements

Deputy Director: [Signature]

Manager: [Signature]

Finance: [Signature]

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 _____

AI-6873

8.F.

**Award contract - Elsa
CC REGULAR**

Date: 12/11/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting approval of the best and final negotiated contract with Noe Garza Engineers (the highest ranked firm) in the amount of \$44,000.00 for professional engineering services in connection with the City of Elsa Water / Sewer Improvements Project utilizing Year 18 (2005) funds.

BACKGROUND

The City of Elsa negotiated a best and final contract with Noe Garza Engineers for professional engineering services in the amount of \$44,000.00 for the 2005 Water / Sewer Improvements project. See attached scope of services.

Contract Amount: \$ 44,000.00
Funds Available: \$ 332,316.01 (2005 FY 18)

Fiscal Impact

Attachments

Link: [Svcs. - Elsa](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/05/2007 10:18 AM	APRV
2	Dale Kennan	Dale Kennan	12/05/2007 10:47 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 02:07 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 02:49 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Estella Webber

Started On: 12/04/2007 03:00 PM

Final Approval Date: 12/07/2007



NOE GARZA ENGINEERS, INC.

918 WEST NOLANA • PHARR, TEXAS 78577

www.ngeinc.net

NSPE • TSPE • TSA

FAX (956) 783-1209

(956) 783-1207

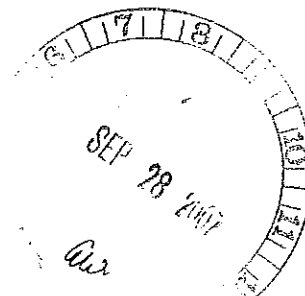
EXHIBIT A
SCOPE OF SERVICES
CITY OF ELSA
SEWER PLANT IMPROVEMENTS

The City of Elsa proposes to construct improvements to Sewer Plant.

Contract Amount: \$44,000.00

PROJECT TASKS

- Design of plans and specifications for upgrading of valve system in the City to improve function during water breaks.
- Project will consist of upgrading valves to isolate water breaks without shutting down the whole City and Water Plant Improvements.
- Prepare preliminary plans and estimates for guidance and review and input from city staff.
- Final plans & specifications: Final plans & specifications will be prepared for proper bidding and construction.
- Bidding and award:
 - Bidding Process: A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. We will attend the bid opening and assist as the City desires.
 - Bid Recommendations: After receipt of bids by the City, we will tabulate the bids and make recommendations in consultation with City Staff.
 - Award: We will prepare necessary contract documents for execution after award by the City.
- Construction will be under observation on an on-going basis. We will provide construction staking for the contractor and certify request for payments. Upon completion, a final inspection will be scheduled with the contractor and City staff. The outcome of the inspection will determine a certificate of completion of a punch list of items to be completed.
- As Builts: We will provide the City and UCP with the "as builts".





CITY OF ELSA

November 30, 2007

Linda Sandoval
Urban County
Coordinator

Re Water & Sewer Improvements Project

Ms. Sandoval,

Attached is a certified excerpt from the minutes of November 19, 2007, a Special Meeting of the City Council of the City of Elsa.

Item F. DISCUSSION AND ACTION ON APPROVAL OF NEGOTIATED CONTRACT WITH ENGINEER FOR WATER AND SEWER IMPROVEMENTS.

Recommendation by City Manager, Oscar Cuellar → to submit revised scope of services on Waste Water Plant improvements and contract fee for Noe Garza Engineers for \$ 44,000.00 to Commissioners Court for approval.

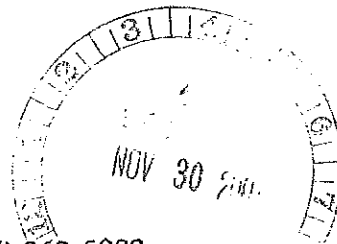
Motion by Com. Caceres , to submit revised scope of services on Waste Water Plant improvements and contract fee for Noe Garza Engineers for \$ 44,000.00 to Commissioners Court for approval. Second by Com. Escobar

Vote Taken/Motion Carried

If you have any questions feel free to contact me at (956) 262-2127.

Thank you,

Nancy Sanchez
Nancy Sanchez
City Secretary



P. O. BOX 427 • ELSA, TEXAS 78543 • PHONE (956) 262-2127 • FAX (956) 262-5002

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

AI-6877

8.G.

**W.Treatment plant - Delta area
CC REGULAR**

Date: 12/11/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services in connection with Hidalgo County Urban County Program from Program Year 20 (2007) for a Planning Services Project in the Precinct No. 1 area.
2. Presentation of the scoring grid (of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by Precinct No. 1) for the purposes of ranking by CC in connection with an Urban County Program Planning Services project in the Precinct No. 1 area.
3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for a Pct. 1 Planning Services project.

BACKGROUND

Hidalgo County Precinct No. 1 has graded three engineering firms from the County's approved "pool". Dos Logistics, Inc., S & B Infrastructure and Dannenbaum Engineering Co. were rated for the 2007 Planning Services project to include the preparation of an environmental information study for the development and construction of a regional water treatment plant in the Delta Area. See attached scoring grid.

Fiscal Impact

Attachments

Link: Eng. svcs.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/05/2007 10:18 AM	APRV
2	Dale Kennan	Dale Kennan	12/05/2007 10:51 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 02:08 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 02:52 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Estella Webber

Started On: 12/04/2007 03:26 PM

Final Approval Date: 12/07/2007

Precinct No. 1
Engineering Services
2007 Planning Services
Grading Grid

CRITERIA	Dos Logistics, Inc.		S & B Infrastructure		Dannenbaum Engineering	
	Grader 1	Grader 2	Grader 1	Grader 2	Grader 1	Grader 2
Experience	23	23	23	21	21	22
Methodology	19	20	18	20	18	20
Staffing / Capacity to Perform	19	20	17	20	20	20
Understanding the Project	25	25	25	25	24	25
Familiarity with Applicable Rules and Regulations	10	10	10	10	9	10
TOTALS	96	98	93	96	92	97
AVERAGES	97%	97%	94.5%	94.5%	94.5%	94.5%

#1 Rated	Dos Logistics, Inc.	97%
#2 Rated	S & B Infrastructure	94.5%
#3 Rated	Dannenbaum Engineering	94.5%

AI-6879

8.H.

**Subrec. Agr. - Food Bank
CC REGULAR**

Date: 12/11/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Food Bank of the Rio Grande Valley (Public Services - General) in the amount of \$30,795.00 for the Urban County Program Year 19 (2006) & 20 (2007).

BACKGROUND

All funding will be utilized for the reimbursement of purchase and distribution of food for the Elsa Food Pantry who service the Delta Area. (See the attached exhibits)

Subrecipient:	Food Bank of the Rio Grande Valley		
Individual Agreement Amounts:	Hidalgo County Precinct #1	\$25,000.00	
	<u>Hidalgo County Precinct #4</u>	<u>\$ 5,795.00</u>	
Total Funding Amount		\$30,795.00	

Fiscal Impact

Attachments

Link: [Food bank](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/05/2007 10:19 AM	APRV
2	Dale Kennan	Dale Kennan	12/05/2007 11:16 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 02:08 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 02:52 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Estella Webber

Started On: 12/04/2007 03:41 PM

Final Approval Date: 12/07/2007

INSTRUCTIONS FOR EXHIBIT A

Statement of Work

1. Include a detailed description of the services that your agency expects to provide through this funding. Be specific on how the funds will be utilized.
2. Describe the program beneficiaries, numbers, income and area of residency.
3. Provide explanation on how, and by how much, fund will provide an increase in services (if not a new service) to extremely low, low, and low to moderate income residents from that of previous years.
4. List any other related information.

NOTE- Persons assisted by a specific program on a daily or weekly basis must only be counted ONCE for the month.

Exhibit A

Statement of Work

Describe the type and amounts of services provided by our agency that will result from the use of grant Funds.

The funding of \$25,000 will:

1. Provide food supplies to the needy of the Delta Area
2. Reduce the food insecurity to the needy of the Delta Area
3. Provide nutritious products to the needy of the Delta Area

The following services will be performed in the following manner:

1. Client Choice Food Program
2. Food Distribution to eligible recipients on the 2nd Saturday of every month 6:00am-10:00am
3. Emergencies always
4. Home deliveries to the elderly, disabled and those lacking transportation.

The following services will be expanded/added as a result of C.D.B.G. fund expenditures:

1. 75% increase of services for the Delta Area

The following type of beneficiaries will be served:

1. Families
2. Adults
3. Seniors
4. Children
5. Homeless

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

1. 309 West 3rd Avenue, Elsa, Texas 78543
2. Home deliveries to the elderly, disabled and to those who lack transportation

Exhibit B-1

Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
At least 178,572 pounds of food at .14 cents per pound	\$ 25,000
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 25,000

EXHIBIT B-2**PAYMENT SCHEDULE**

2007 - 2008 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2007		
August 2007		
September 2007		
October 2007		
November 2007		
December 2007	\$4,166.66	Purchase/Distribution of Food
January 2008	\$4,166.66	Purchase/Distribution of Food
February 2008	\$4,166.66	Purchase/Distribution of Food
March 2008	\$4,166.66	Purchase/Distribution of Food
April 2008	\$4,166.66	Purchase/Distribution of Food
May 2008	\$4,166.70	Purchase/Distribution of Food
TOTALS:	\$25,000.00	

Exhibit C
Schedule of Activity

Subrecipient 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 Subrecipient contract time frame of eleven months from contract date.

2007 - 2008 For the months of...	Number of Beneficiaries	Services
July 2007		
August 2007		
September 2007		
October 2007		
November 2007		
December 2007	613	Purchase / Distribution of Food
January 2008	613	Purchase / Distribution of Food
February 2008	613	Purchase / Distribution of Food
March 2008	613	Purchase / Distribution of Food
April 2008	613	Purchase / Distribution of Food
May 2008	613	Purchase / Distribution of Food
Total Unduplicated Year:	613	Purchase / Distribution of Food

EXHIBIT D RECORDS & REPORTS

When requesting payment, attach the CDBG Request Form (signed by the Authorized Individual in original ink) with the following documents:

- Copies of program applications, timesheets, verbal quotations, invoices, and other supporting documentation (such as sales receipts and 941 IRS quarterly reports)
- Copies of cancelled checks or bank statements

A **Monthly Activity Report** must be submitted to the Community Development Department accompanying each request for payment form. Each activity report must have the following items:

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
 - Benefits Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of Persons Assisted with New Access to Service/Benefit**
- **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**
- **Number of Low-Mod Beneficiaries**
- **Racial Data**

▪ White	▪ Asian & White
▪ Black/African American	▪ Black & White
▪ Asian	▪ Am. Indian/Alaskan
▪ American Indian/Alaskan	Native & White
Native	▪ Black/African American
▪ Native Hawaiian/Other Pacific	& White
Islander	▪ Other Multi-Racial
- **Number of Hispanics Served**
- **Number of Persons Served Living with a Disability**
- **Number of Female Head of Households**
- **Specific Income Levels of persons or households with the categories of extremely low, low, moderate and non-low income.**

- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
 - **Affordability.** How funds used made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
 - **Other significant information** (such as special events, fundraisers, awards, etc.)
 - **Program Pictures:** Agency agrees to submit pictures of their program activities prior to the end date of this Agreement.
3. All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:
- Written agreements must be retained for four (4) years after the agreement terminates.
 - If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
 - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.
4. Subrecipient must maintain proper financial records.

Please make check payable to:

PROJECT: 2007 (City/Precinct Name)

REQUEST FOR CDBG FUNDS FOR _____ month

GRANT BUDGET CATEGORIES

	05-06 CDBG BUDGET	MONTHLY REQUEST	YEAR-TO- DATE	AVAILABLE BALANCE
0	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

TOTAL AMOUNT REQUESTED \$ -

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

AUTHORIZED SIGNATURE

DATE

REQUEST #

MONTHLY UNDUPLICATED PUBLIC SERVICE AGENCY-INCOME AND ETHNICITY DATA

					MALE HEAD OF HOUSE		FEMALE HEAD OF HOUSE	
					0		0	

YEAR-TO-DATE UNDUPLICATED PUBLIC SERVICE AGENCY-INCOME AND ETHNICITY DATA

				MALE HEAD OF HOUSE	FEMALE HEAD OF HOUSE						
				0	0						
	TOTAL OR PERSONS	MODERATE INCOME	LOW INCOME	EXTREMELY LOW INCOME							
	0	0	0	0							
	WHITE	BLACK/AFRICAN AMERICAN	ASIAN	AMERICAN INDIAN/ ALASKAN NATIVE	NATIVE HAWAIIAN OTHER PACIFIC ISLANDER	AMERICAN INDIAN/ ALASKAN NATIVE & WHITE	BLACK/AFRICAN AMERICAN AND WHITE	OTHER MULTI-RACIAL			
HISPANIC	0	0	0	0	0	0	0	0			
NON-HISPANIC	0	0	0	0	0	0	0	0			

ACCOMPLISHMENTS WITH MONTHLY REQUEST

SUMMARY:

NUMBER OF PERSONS ASSISTED WITH NEW ACCESS TO SERVICE BENEFIT: _____	National Objective (Select One) _____ Benefits L/M Income Persons _____ Provides Decent Affordable Housing _____ Creates Economic Opportunities
NUMBER OF PERSONS ASSISTED WITH IMPROVED ACCESS TO SERVICE BENEFIT: _____	
NUMBER OF PERSONS SERVED LIVING WITH DISABILITIES _____	

OUTCOME TYPES: _____	AVAILABILITY/ACCESSIBILITY AFFORDABILITY _____	SUSTAINABILITY _____
CDBG STAFF ONLY		
Project Account No. _____		
UCP Staff _____		
HUD Activity NO. _____	CPS No. _____	

For salaries, reimbursement packets must include:

1. Original CDBG Time and Attendance Records
2. Agency's Time Sheet / Wage Distribution Form
3. Copies of Cancelled Checks/Bank Statements

For purchases, reimbursement packets must include:

1. Copy of invoice
2. Procurement Documentation (Purchase = or > \$500)
3. Copies of Cancelled Checks/Bank Statements

EXHIBIT E
REQUESTS FOR PAYMENT

- 1) SUBRECIPIENT shall submit monthly reimbursement requests for payment. SUBRECIPIENT shall submit copies of cancelled checks and other supporting documentation along with each monthly reimbursement request. As per Section IV of this Agreement, CITY shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

- 2) SUBRECIPIENT shall submit monthly reimbursement requests and reports on the CDBG Reimbursement Request Form along with supporting documentation no later than the 15th of every month. Reimbursement checks generally will be mailed out within fourteen working days. Monthly Requests received after the due date will not be processed until the following week and reimbursement checks will not be available until two weeks after the day of receipt.

Exhibit F

Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education,
Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
 - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, "Cost Sharing and Matching";
 - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, "Revision of Budget and Program Plans";
 - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
 - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
 - (viii) Section 84.52, "Financial Reporting";
 - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by §570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51 "Later disallowances and adjustments" and
- (20) Section 85.52, "Collection of amounts due."

Initials _____

Exhibit A
Precinct No. 4

Statement of Work

Describe the type and amounts of services provided by our agency that will result from the use of grant Funds.

The funding of \$ 5,795.00 will:

1. To provide food supplies to the needy of the Delta Area.

The following services will be performed in the following manner:

1. Client Choice Program
2. Food distribution to eligible recipients on the 2nd Saturday of every month 6:00 am to 10:00 am

The following services will be expanded/added as a result of C.D.B.G. fund expenditures:

1. 75% increase of services for the Delta Area.

The following type of beneficiaries will be served:

1. Families
2. Adults
3. Seniors
4. Children
5. Homeless

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

1. 309 West 3rd Avenue, Elsa, Texas 78543

Exhibit B-1

Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
At least 42,000 pounds of food	\$ 5,795.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 5,795.00

EXHIBIT B-2**PAYMENT SCHEDULE**

2007 - 2008 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2007		
August 2007		
September 2007		
October 2007		
November 2007		
December 2007	\$1,000.00	Purchase/Distribution of Food
January 2008	\$1,000.00	Purchase/Distribution of Food
February 2008	\$1,000.00	Purchase/Distribution of Food
March 2008	\$1,000.00	Purchase/Distribution of Food
April 2008	\$1,000.00	Purchase/Distribution of Food
May 2008	\$ 795.00	Purchase/Distribution of Food
TOTALS:	\$ 5,795.00	

Exhibit C
Schedule of Activity

Subrecipient 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 Subrecipient contract time frame of eleven months from contract date.

2007 - 2008 For the months of...	Number of Beneficiaries	Services
July 2007		
August 2007		
September 2007		
October 2007		
November 2007		
December 2007	356	Purchase / Distribution of Food
January 2008	356	Purchase / Distribution of Food
February 2008	356	Purchase / Distribution of Food
March 2008	356	Purchase / Distribution of Food
April 2008	356	Purchase / Distribution of Food
May 2008	356	Purchase / Distribution of Food
Total Unduplicated Year:	356	Purchase / Distribution of Food

EXHIBIT D RECORDS & REPORTS INSTRUCTIONS

When requesting payment, attach the CDBG Request Form (signed by the Authorized Individual in original ink) with the following documents:

- Copies of program applications, timesheets, verbal quotations, invoices, and other supporting documentation (such as sales receipts and 941 IRS quarterly reports)
- Copies of cancelled checks or bank statements

A **Monthly Activity Report** must be submitted to the Community Development Department accompanying each request for payment form. Each activity report must have the following items:

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
 - Benefits Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of Persons Assisted with New Access to Service/Benefit**
- **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**
- **Number of Low-Mod Beneficiaries**
- **Racial Data**

▪ White	▪ Asian & White
▪ Black/African American	▪ Black & White
▪ Asian	▪ Am. Indian/Alaskan
▪ American Indian/Alaskan	Native & White
Native	▪ Black/African American
▪ Native Hawaiian/Other Pacific	& White
Islander	▪ Other Multi-Racial
- **Number of Hispanics Served**
- **Number of Persons Served Living with a Disability**
- **Number of Female Head of Households**
- **Specific Income Levels of persons or households with the categories of extremely low, low, moderate and non-low income.**

- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
 - **Affordability.** How funds used made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, awards, etc.)
 - **Program Pictures:** Agency agrees to submit pictures of their program activities prior to the end date of this Agreement.

3. All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:
 - Written agreements must be retained for four (4) years after the agreement terminates.
 - If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
 - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.
4. Subrecipient must maintain proper financial records.

Please make check payable to:

PROJECT: 2007 (City/Precinct Name)

REQUEST FOR CDBG FUNDS FOR _____ month

GRANT BUDGET CATEGORIES

	05-06 CDBG BUDGET	MONTHLY REQUEST	YEAR-TO-DATE	AVAILABLE BALANCE
0	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

TOTAL AMOUNT REQUESTED \$ _____

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

AUTHORIZED SIGNATURE

DATE

REQUEST #

MONTHLY UNDUPLICATED PUBLIC SERVICE AGENCY-INCOME AND ETHNICITY DATA

TOTAL PERSONS	MODERATE INCOME	LOW INCOME	EXTREMELY LOW INCOME
0	0	0	0

MALE HEAD OF HOUSE	FEMALE HEAD OF HOUSE
0	0

	WHITE	BLACK/AFRICAN AMERICAN	ASIAN	AMERICAN INDIAN ALASKAN NATIVE	NATIVE HAWAIIAN OTHER PACIFIC ISLANDER	AMERICAN INDIAN/ ALASKAN NATIVE & WHITE	BLACK/AFRICAN AMERICAN AND WHITE	OTHER MULTI-RACIAL
HISPANIC	0	0	0	0	0	0	0	0
NON-HISPANIC	0	0	0	0	0	0	0	0

YEAR-TO-DATE UNDUPLICATED PUBLIC SERVICE AGENCY-INCOME AND ETHNICITY DATA

TOTAL OR PERSONS	MODERATE INCOME	LOW INCOME	EXTREMELY LOW INCOME
0	0	0	0

MALE HEAD OF HOUSE	FEMALE HEAD OF HOUSE
0	0

	WHITE	BLACK/AFRICAN AMERICAN	ASIAN	AMERICAN INDIAN ALASKAN NATIVE	NATIVE HAWAIIAN OTHER PACIFIC ISLANDER	AMERICAN INDIAN/ ALASKAN NATIVE & WHITE	BLACK/AFRICAN AMERICAN AND WHITE	OTHER MULTI-RACIAL
HISPANIC	0	0	0	0	0	0	0	0
NON-HISPANIC	0	0	0	0	0	0	0	0

ACCOMPLISHMENTS WITH MONTHLY REQUEST

SUMMARY:

NUMBER OF PERSONS ASSISTED WITH NEW ACCESS TO SERVICE BENEFIT: _____	National Objective (Select One) ☐ Benefits L/M Income Persons ☐ Provides Decent Affordable Housing ☐ Creates Economic Opportunities
NUMBER OF PERSONS ASSISTED WITH IMPROVED ACCESS TO SERVICE BENEFIT: _____	
NUMBER OF PERSONS SERVED LIVING WITH DISABILITIES: _____	

OUTCOME TYPES:	AVAILABILITY/ACCESSIBILITY AFFORDABILITY	SUSTAINABILITY
CDBG STAFF ONLY _____ Project Account No. _____ UCP Staff _____ HUD Activity NO. _____ CPS No. _____	For salaries, reimbursement packets must include: 1. Original CDBG Time and Attendance Records 2. Agency's Time Sheet / Wage Distribution Form 3. Copies of Cancelled Checks/Bank Statements For purchases, reimbursement packets must include: 1. Copy of invoice 2. Procurement Documentation (Purchase = or > \$500) 3. Copies of Cancelled Checks/Bank Statements	

EXHIBIT E
REQUESTS FOR PAYMENT

- 1) SUBRECIPIENT shall submit monthly reimbursement requests for payment. SUBRECIPIENT shall submit copies of cancelled checks and other supporting documentation along with each monthly reimbursement request. As per Section IV of this Agreement, CITY shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

- 2) SUBRECIPIENT shall submit monthly reimbursement requests and reports on the CDBG Reimbursement Request Form along with supporting documentation no later than the 15th of every month. Reimbursement checks generally will be mailed out within fourteen working days. Monthly Requests received after the due date will not be processed until the following week and reimbursement checks will not be available until two weeks after the day of receipt.

Exhibit F

Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education,
Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
 - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, "Cost Sharing and Matching";
 - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, "Revision of Budget and Program Plans";
 - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
 - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
 - (viii) Section 84.52, "Financial Reporting";
 - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by §570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51 "Later disallowances and adjustments" and
- (20) Section 85.52, "Collection of amounts due."

AI-6889

8.I.

**Brush Truck purchase - Hidalgo
CC REGULAR**

Date: 12/11/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

City of Hidalgo is requesting authority to purchase a Brush Truck through Hidalgo County's membership and participation with TASB (BuyBoard) awarded vendor Siddons Fire Apparatus in the amount not to exceed \$69,000.00, which includes delivery and co-op fees.

BACKGROUND

Siddons Fire Apparatus is a vendor through BuyBoard Contract #232-05. Purchase of the brush truck will utilize a grant from Rural Volunteer Fire Department Assistance Program in the amount of \$48,600.00 and Urban County Program Year 20 (2007) Fire Station/Equipment funds in the amount of \$20,400.00.
(See attached letter)

Vendor: Siddons Fire Apparatus
Funds Available: \$47,352.00 UCP Year 20 (2007) Hidalgo Fire Station/Equipment
\$48,600.00 Grant provided to City of Hidalgo
\$95,952.00 TOTAL

Fiscal Impact

Attachments

Link: [Hidalgo](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/05/2007 10:20 AM	APRV
2	Dale Kennan	Dale Kennan	12/05/2007 11:30 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 02:08 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 02:53 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Estella Webber
Started On: 12/04/2007 04:38 PM

Final Approval Date: 12/07/2007



John David Franz, Mayor
Alvin Samano, Mayor Pro-Tem

COUNCILMEMBERS

Siglinde Franz
Daniel Dillard, II
Pedro Fonseca
Guillermo Ramirez

Joe Vera, III - City Manager, CECD, CFEE

December 3, 2007

Hidalgo County Urban County Program
C/O - Antonio Barco
1916 Tesoro Blvd.
Pharr, TX 78577

RE: Purchase of City of Hidalgo Brush Truck

Mr. Barco,

Could you please include the purchase of the City of Hidalgo Brush Truck in the Commissioners Court Agenda on December 11, 2007, for approval?

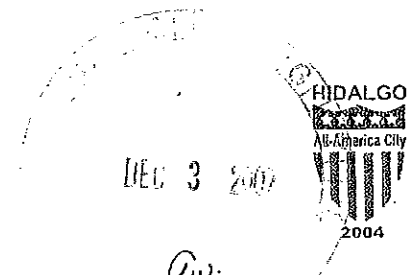
Once the purchase of the City of Hidalgo Brush Truck is approved by Commissioners Court, we will purchase the Brush truck and ask for reimbursement from Urban County. The City of Hidalgo has been awarded a grant from the Rural Volunteer Fire Department Assistance Program. The award from the Rural Volunteer Fire Department Assistance Program is ninety percent (90%) of the actual cost, not to exceed \$54,000.00. The breakdown of the purchase of the Brush truck is as follows (if approved by Commissioner Court):

Rural Volunteer Fire Department Assistance Program:	48,600.00
(90% of \$54,000.00 (maximum cost-share))	
Hidalgo County Urban County Program	<u>20,400.00</u>
Siddons Fire Apparatus (lowest bidder):	<u>\$69,000.00</u>

If you have any questions, please let me know.

Sincerely,

Joe Vera III, CECD, CFEE
City Manager



**URBAN COUNTY PROGRAM
COUNTY OF HIDALGO**

Price Quotations

VENDOR #1 Name: Siddons Fire Apparatus, Inc. Person Contacted: Jim Farrell
Phone: 866-334-0737 Address: 12717 Beltex Drive, Manor, TX 78653

Item#	Quantity	Description	Amount
	1	Ford F550 Siddons Brush Truck, Alum, CET 250gpm, Rear-Control, 400 gal Poly, Scotty Foam System	69,000.00

VENDOR #2 Name: American LaFrance Gulf Coast Person Contacted: Scott A. Hornberger
Phone: 713-672-4115 Address: 9550 North Loop East, Houston, TX 77029

Item#	Quantity	Description	Amount
	1	Brush Fire Truck	-----
		(unable to submit a compliant bid on requirements)	

VENDOR #3 Name: Martin Apparatus, Inc. Person Contacted: Leon Martin, Jr.
Phone: 800-784-6806 Address: 3500 Shelby Lane, Denton, TX 76207

Item#	Quantity	Description	Amount
	1	Pierce Booster Truck	84,261.00

Recommendation: Siddons Fire Apparatus, Inc. for the lowest bid amount submitted.

Requested by: Rolando Reyes, Captain 11/28/07 Approved by:  12/4/07
Date Date

Additional Item Information - For - Part Number: Quick Attack/Brush Veh.

Part # / Vendor	Description	Qty	Unit	Price	
Quick Attack/Brush Veh. <u>Siddons Fire Apparatus, Inc.</u>	Pierce Quick Attack & Brush Vehicle, Alum Body, 2-Dr. Cab, 4x2, 300-340 gal. tank, F550 Chassis. Texas Regions 1-3, 12-15, 18 and 20 Only. Purchase order fee of \$1,500 will apply and be collected by dealer.		EA	\$85,750.00	Add

Item Information:

Part Number: Quick Attack/Brush Veh.
Reference Number: 245-06
Description: Pierce Quick Attack & Brush Vehicle, Alum Body, 2-Dr. Cab, 4x2, 300-340 gal. tank, F550 Chassis. **Texas Regions 1-3, 12-15, 18 and 20 Only. Purchase order fee of \$1,500 will apply and be collected by dealer.**
Manufacturer: Pierce
Vendor: Siddons Fire Apparatus, Inc.
Pkg. Weight: EA
Pkg. Quantity: N/A
Price: \$85,750.00

Extended Description:

Pierce Quick Attack & Brush Vehicle, Alum Body, 2-Dr. Cab, 4x2, 300-340 gal. tank, F550 Chassis. Texas Regions 1-3, 12-15, 18 and 20 ONLY. Purchase order fee of \$1,500 will apply and be collected by dealer.

[Back](#)

User Name: URBAN Agency: COOP Group: Hidalgo County
Version: BuyBoard 2000

[\[Log Off \]](#)

©1996 - 2007 TASB
ALL RIGHTS RESERVED

Additional Item Information - For - Part Number: Quick Attack/Brush Veh.

Part # / Vendor	Description	Qty	Unit	Price	
Quick Attack/Brush Veh. <u>Siddons Fire Apparatus, Inc.</u>	Pierce Quick Attack & Brush Vehicle, Alum Body, 2-Dr. Cab, 4x4, 300-340 gal. tank, F550 Chassis. Texas Regions 1-3, 12-15, 18 and 20 Only. Purchase order fee of \$1,500 will apply and be collected by dealer.		EA	\$90,182.00	

Item Information:

Part Number: Quick Attack/Brush Veh.
Reference Number: 245-06
Description: Pierce Quick Attack & Brush Vehicle, Alum Body, 2-Dr. Cab, 4x4, 300-340 gal. tank, F550 Chassis. **Texas Regions 1-3, 12-15, 18 and 20 Only. Purchase order fee of \$1,500 will apply and be collected by dealer.**
Manufacturer: Pierce
Vendor: Siddons Fire Apparatus, Inc.
Pkg. Weight: EA
Pkg. Quantity: N/A
Price: \$90,182.00

Extended Description:

Pierce Quick Attack & Brush Vehicle, Alum Body, 2-Dr. Cab, 4x4, 300-340 gal. tank, F550 Chassis. Texas Regions 1-3, 12-15, 18 and 20 ONLY. Purchase order fee of \$1,500 will apply and be collected by dealer.



User Name: URBAN Agency: COOP Group: Hidalgo County
Version: BuyBoard 2000

[\[Log Off \]](#)

©1996 - 2007 TASB
ALL RIGHTS RESERVED

Additional Item Information - For - Part Number: Quick Attack/Brush Veh.

Part # / Vendor	Description	Qty	Unit	Price	
Quick Attack/Brush Veh. <u>Siddons Fire Apparatus, Inc.</u>	Pierce Quick Attack & Brush Vehicle, Alum Body, 2-Dr. Cab, 4x4, 300 gal. tank, F550 Chassis. Texas Regions 1-3, 12-15, 18 and 20 Only. Purchase order fee of \$1,500 will apply and be collected by dealer.		EA	\$111,071.00	

Item Information:

Part Number: Quick Attack/Brush Veh.
Reference Number: 245-06
Description: Pierce Quick Attack & Brush Vehicle, Alum Body, 2-Dr. Cab, 4x4, 300 gal. tank, F550 Chassis. **Texas Regions 1-3, 12-15, 18 and 20 Only. Purchase order fee of \$1,500 will apply and be collected by dealer.**
Manufacturer: Pierce
Vendor: Siddons Fire Apparatus, Inc.
Pkg. Weight: EA
Pkg. Quantity: N/A
Price: \$111,071.00

Extended Description:

Pierce Quick Attack & Brush Vehicle, Alum Body, 2-Dr. Cab, 4x4, 300 gal. tank, F550 Chassis. Texas Regions 1-3, 12-15, 18 and 20 ONLY. Purchase order fee of \$1,500 will apply and be collected by dealer.



User Name: URBAN Agency: COOP Group: Hidalgo County
Version: BuyBoard 2000

[\[Log Off \]](#)

©1996 - 2007 TASB
ALL RIGHTS RESERVED

Additional Item Information - For - Part Number: Quick Attack/Brush Veh.

Part # / Vendor	Description	Qty	Unit	Price	
Quick Attack/Brush Veh. <u>Siddons Fire Apparatus, Inc.</u>	Pierce Quick Attack & Brush Vehicle, Alum Body, 4-Dr. Cab, 4x4, 250 gal. tank, F550 Chassis. Texas Regions 1-3, 12-15, 18 and 20 Only. Purchase order fee of \$1,500 will apply and be collected by dealer.		EA	\$123,812.00	

Item Information:

Part Number: Quick Attack/Brush Veh.
Reference Number: 245-06
Description: Pierce Quick Attack & Brush Vehicle, Alum Body, 4-Dr. Cab, 4x4, 250 gal. tank, F550 Chassis. **Texas Regions 1-3, 12-15, 18 and 20 Only. Purchase order fee of \$1,500 will apply and be collected by dealer.**
Manufacturer: Pierce
Vendor: Siddons Fire Apparatus, Inc.
Pkg. Weight: EA
Pkg. Quantity: N/A
Price: \$123,812.00

Extended Description:

Pierce Quick Attack & Brush Vehicle, Alum Body, 4-Dr. Cab, 4x4, 250 gal. tank, F550 Chassis. Texas Regions 1-3, 12-15, 18 and 20 ONLY. Purchase order fee of \$1,500 will apply and be collected by dealer.



User Name: URBAN Agency: COOP Group: Hidalgo County
Version: BuyBoard 2000

[\[Log Off \]](#)

©1996 - 2007 TASB
ALL RIGHTS RESERVED

AI-6888

9.A.

**Thomson West Revised Contract Agreement
CC REGULAR**

Date: 12/11/2007

Submitted By: Yvette Pacheco, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Agenda Area: Public Defender's Office

Information

CAPTION

1. Requesting authorization and approval to revise current contract agreement with Thomson West (provider of internet research and information services) by increasing monthly charge from \$371 to \$592.01 for 3 users. Increase is for additional research and investigative procedures.
2. Approval of Contract Agreement

BACKGROUND

No budgetary impact in 2007.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 7-1282-412-30-085-001-8-342

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 593044 currently has \$1,113.00 available and the available balance in the account is \$2,887.00 (as of 12/6/07). PO increase will be needed. Additional funding will be need for Jan - Sept 2008.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/05/2007 11:34 AM	APRV
2	Dale Kennan	Dale Kennan	12/06/2007 09:58 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 09:29 AM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 09:34 AM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 09:46 AM	APRV

Form Started By: Yvette Pacheco

Started On: 12/04/2007 04:37 PM

Final Approval Date: 12/07/2007

AI-6911

10.A.

Grand Jury Budget Amendment - 2007

CC REGULAR

Date: 12/11/2007
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Area: District Attorney

Information

CAPTION

Approval of 2007 appropriation of funds for Court Cost & Investigation (1100) in the amount of \$6,000.00

BACKGROUND

Monies will be used to pay for a special procecutor and pay for transcribing of some grand jury tapes.

Budget Amendment of the 2007 Grand Jury Account in the amount of \$6,000.00. (Grand Jury Gambling Proceeds from the Reserved Funds - 7-1100-250-10-000-001-0-000)

Fiscal Impact

FISCAL YEAR: 2007
FUNDS AVAILABLE Y/N?: Y
ACCT. #: 7-1100-412-00-080-002-0-831
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

2007 appropriation in the amount of \$6,000.00. Fund balance available as of 12/06/07

Attachments

Link: [grand jury proceeds](#)

Link: [BA 12-7-07](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/05/2007 02:57 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/07/2007 10:36 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 02:10 PM	APRV
4	Manuel Chapa	Manuel Chapa	12/07/2007 03:44 PM	APRV
5	Purchasing Department	Marty Salazar	12/07/2007 03:51 PM	APRV
6	Court Administrator	Monica Badillo	12/07/2007 04:45 PM	APRV

Form Started By: Roy Cazares

Started On: 12/05/2007 02:32 PM

Final Approval Date: 12/07/2007

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
100 East Cano
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

March 8, 2007

Honorable Rene Guerra
Hidalgo County Criminal District Attorney
Courthouse, 3rd Floor
100 N. Clossner
Edinburg, Texas 78539

Re: Forfeitures of Gambling Proceeds

Dear Mr. Guerra:

This letter is to notify you of funds currently reserved in the General Fund that represent seizures of gambling proceeds, criminal instruments and other contraband. These funds have been reserved because their use is restricted to the grand jury program of the County under Article 18.18 of the Texas Code of Criminal Procedure. The total amount currently reserved is \$91,735.99 as follows:

Year	Receipt	Reserved Amount	Unreserved/ Expended	Remaining Reserved
1996 and prior	-	-	-	\$ 3,321.59
1997	A53491, A54676	\$14,796.73	-	14,796.73
1998	A59649	2,846.16	\$ 5,308.76	(2,462.60)
1999	A62617	9,230.00	-	9,230.00
2002	A78869	73,454.58	6,720.50	66,734.08
2003	A80219	116.19	-	116.19
2004	-	-	-	-
2005	-	-	-	-
2006	-	-	-	-
		<u>\$72,136.64</u>	<u>\$12,029.26</u>	<u>\$91,735.99</u>

If additional funds are required for the grand jury program during calendar year 2007, please contact the Department of Budget and Management to budget from the remaining reserved funds in order to properly expend these funds in compliance with Article 18.18 of the Texas Code of Criminal Procedure.

Sincerely,


Raymundo Eufrazio, CPA
Hidalgo County Auditor

7-1100-250-18-000-001-0-000

CC: Mr. Valde Guerra, Budget Officer

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92 nd D.C.	RODOLFO DELGADO JUDGE, 93 rd D.C.	J. R. "BOBBY" FLORES JUDGE, 139 th D.C.	ROSE GUERRA REYNA JUDGE, 294 th D.C.	JUAN R. PARTIDA JUDGE, 275 th D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332 nd D.C.	NOE GONZALEZ JUDGE, 370 th D.C. OVERSEER	LETICIA LOPEZ JUDGE, 389 th D.C.	AIDA SALINAS FLORES JUDGE, 398 th D.C.

DATE: December 11, 2007

DEPARTMENT HEAD: RENE GUERRA, CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: DISTRICT ATTORNEY'S OFFICE

ACCOUNT NUMBER: 7-1100-412-00-080-001-0-XXX Grand Jury Account

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

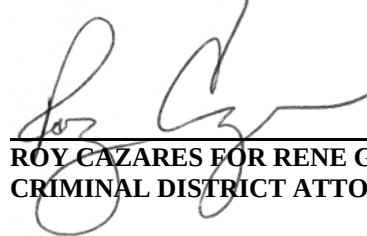
Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
7-1100-412-00-080-002-0-831	Court Cost & Investigation	\$6,000.00
7-1100-250-10-000-001-0-000	Grand Jury Gambling Proceeds Reserved Funds	\$6,000.00
TOTAL BUDGET INCREASE REQUEST		\$6,000.00

REASON: Monies will be used to pay for appointed Special Prosecutor on case numbers CR-3903-07-B, CR-3904-07-B, CR-3905-07-B, CR-3906-07-B, CR-3907-07-B & CR-3908-07-B. Monies will be used to pay for transcribing off grand jury tapes.

There are no areas in my current budget to reduce in order to fund the above-mentioned item(s).



ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-6802

11.A.

**Hidalgo County Sheriff's Office-Cell Phone Transfer
CC REGULAR**

Date: 12/11/2007

Submitted By: Monica Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Agenda Area: Sheriff's Office

Information

CAPTION

Presentation for discussion, consideration and approval, with authority to execute proper form(s) to transfer personal phone equipment (Sprint Sanyo VI-2300) from David Garza to replace obsolete county phone equipment (Sprint Sanyo SCP-4900) assigned to Mr. David Garza, Hidalgo County Sheriff's Office Special Services Division, thus incurring no replacement cost.

BACKGROUND

Phone # 956-289-0350

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Monica Badillo	12/07/2007 05:21 PM	APRV
2	Budget & Management	Damaris San Miguel	12/07/2007 05:23 PM	APRV
3	Auditor's Office		12/07/2007 05:36 PM	NEW

Form Started By: Monica Hinojosa

Started On: 11/29/2007 08:50
AM

Final Approval Date: 12/07/2007

AI-6859

12.A.

**Interfund Transfers from ROW to Pct 1, 3, 4, & TXDOT
CC REGULAR**

Date: 12/11/2007

Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.

Submitted For: Joe Pena

Department: RIGHT OF WAY DEPT.

Agenda Area: Right of Way

Information

CAPTION

Approval of 2007 inter fund transfer from the Right of Way department (1200) to the following:

1. Pct 2 Tower Rd (Moore-Balli) (1202) in the amount of \$169,000.00.
2. Txdot-FM 493 (1315) in the amount of \$197,250.00.
3. Pct 3 Paved/Unpaved Roads (1203) in the amount of \$116,500.00
4. Pct 4 Paved/Unpaved Roads (1204) in the amount of \$85,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 7

ACCT. #: 7-1200-431-00-260-001-0-711

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Transfer to various funds (see attached). Available balance is \$574,804.00 as of 12/6/07.

Attachments

Link: 2007 Interfund transfers
for ROW (1200)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/06/2007 09:32 AM	APRV
2	Dale Kennan	Dale Kennan	12/06/2007 11:47 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 10:13 AM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 02:44 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Sandra Garcia

Started On: 12/04/2007 12:59 PM

Final Approval Date: 12/07/2007

DATE: December 6, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for the Right of Way Dept (for various funds)

ACCOUNT NUMBERS: See Below

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

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



Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
7-1200-431-00-260-001-0-711	R-O-W DEPT-ROW	(169,000.00)
7-1200-491-01-000-202-0-891	TRANSFERS OUT-R&B PCT.2	169,000.00
7-1202-391-01-000-200-0-000	TRANSFERS IN-R&B CO WIDE	169,000.00
7-1202-431-00-122-027-0-711	TOWER RD (MOORE-BALLI)-ROW	169,000.00
	TOTAL BUDGET INCREASE (DECREASE) 1200	0.00
	TOTAL BUDGET INCREASE (DECREASE) 1202	169,000.00
7-1200-431-00-260-001-0-711	R-O-W DEPT-ROW	(197,250.00)
7-1200-491-01-000-315-0-891	TRANSFERS OUT-TXDOT PROJECTS	197,250.00
7-1315-391-01-000-200-0-000	TRANSFERS IN-R&B CO WIDE	197,250.00
7-1315-431-00-121-043-0-841	TXDOT-FM493-AID TO OTHER GOVT	197,250.00
	TOTAL BUDGET INCREASE (DECREASE) 1200	0.00
	TOTAL BUDGET INCREASE (DECREASE) 1315	197,250.00
7-1200-431-00-260-001-0-711	R-O-W DEPT-ROW	(116,500.00)
7-1200-491-01-000-203-0-891	TRANSFERS OUT-R&B PCT.3	116,500.00
7-1203-391-01-000-200-0-000	TRANSFERS IN-R&B CO WIDE	116,500.00
7-1203-431-00-123-005-0-711	PCT.3 P/U RD-ROW	116,500.00
	TOTAL BUDGET INCREASE (DECREASE) 1200	0.00
	TOTAL BUDGET INCREASE (DECREASE) 1203	116,500.00
7-1200-431-00-260-001-0-711	R-O-W DEPT-ROW	(85,000.00)
7-1200-491-01-000-204-0-891	TRANSFERS OUT-R&B PCT.4	85,000.00
7-1204-391-01-000-200-0-000	TRANSFERS IN-R&B CO WIDE	85,000.00
7-1204-431-00-124-007-0-711	PCT.4 P/U RD-ROW	85,000.00
	TOTAL BUDGET INCREASE (DECREASE) 1200	0.00
	TOTAL BUDGET INCREASE (DECREASE) 1204	85,000.00

REASON: **To meet expenses as projected by the Right of Way Department**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-6896

13.A.

**Full Service Sub-Station Contract
CC REGULAR**

Date: 12/11/2007
Submitted By: Neida Chavana, TAX OFFICE
Submitted For: Armando Barrera Jr., RTA
Department: TAX OFFICE
Agenda Area: Tax Office

Information

CAPTION

1. Approval of Full Service Sub-Station Contract between County of Hidalgo and David R. Cantu, dba Bridgepoint Insurance Agency & Permit Center
2. Approval of Inter-Local Cooperation Agreement for Tax Assessment and Collection between County of Hidalgo and South Texas Independent School District

BACKGROUND

Fiscal Impact

Attachments

Link: Contract-David R.
Cantu

Link: Contract-So Tx ISD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/05/2007 11:21 AM	APRV
2	Dale Kennan	Dale Kennan	12/06/2007 01:19 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 02:21 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:15 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Neida Chavana
Started On: 12/05/2007 08:54 AM
Final Approval Date: 12/07/2007

THE STATE OF TEXAS

COUNTY OF HIDALGO

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Tax Assessor-Collector, hereinafter referred to as "County", and DAVID R CANTU, dba BRIDGEPOINT INSURANCE AGENCY & PERMIT CENTER, hereafter referred to as "DISTRIBUTOR."

WHEREAS, Distributor desires to act as an agent of the Tax Assessor-Collector in the issuance of Motor Vehicle License Renewal Stickers; and Foreign Commercial Vehicle Registrations, as described in HB 313, hereinafter referred to as "NAFTA ANNUAL PERMITS";

WHEREAS, public convenience will be furthered by the addition of locations for the public to obtain Motor Vehicle License Renewal Stickers and NAFTA Annual Permits.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Distributor hereby agree as follows:

1. The Distributor agrees to enter into an agreement to lease from the County point of sale sticker printing equipment and supplies, needed for issuance to the public by the Distributor, motor vehicle registration renewal stickers. The lease will be for the period of one year at the rate of **\$600.00** payable on the date of the agreement. Subsequent year rates will be determined by actual cost set forth by the Texas Department of Transportation.
2. In order to guarantee the faithful performance of the duties of the Distributor hereunder and to insure that all funds coming into the possession or control of the Distributor by virtue of this agreement are paid over to the County, the Distributor agrees to post a surety bond, or cash deposit in the amount of **\$5,000.00** per point of sale workstation, and **\$15.30** for NAFTA Annual Permits, naming the Hidalgo County Tax Assessor-Collector as obligee on said bond. If the Distributor elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector, and shall be issued by a surety company of financial institution acceptable to the County. Upon posting of said bond, the Distributor shall be entitled to the issuance of not more than one (1) workstation and 100 NAFTA Permits, as listed on Exhibit "A".
3. The Distributor shall have its person in charge of local operations and all employees of the Distributor who handle or in any way assist in the issuance of stickers take an oath of deputation to be given by the Tax

Assessor-Collector to serve as authorized agents for the issuance of license renewal stickers. The Distributor shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of stickers until said officer, agent or employee has been deputized by the Tax Assessor-Collector, and until all Distributor personnel are trained in accordance with the Tax Assessor-Collector qualifications, and follow all training programs in the Tax Office before the issuance of said license stickers.

4. The Distributor shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Distributor. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Distributor other than directly to the Distributor's receiving agent. The Distributor assumes full liability for the safekeeping of all stickers and supplies furnished by the County to the Distributor's receiving agents.
5. All point of sale equipment, supplies, and funds in the Distributor's custody shall be insured against burglary and robbery by the Distributor.
6. The Distributor shall collect the fees prescribed by the Hidalgo County Tax Assessor-Collector for each sticker and NAFTA Annual Permit issued (including applicable Road and Bridge Fees). Fees collected for the issuance of stickers by the Distributor shall not be commingled with any other funds in the possession of the Distributor. The Distributor shall forward collected fees not less often than weekly or more often as required by the Tax Assessor-Collector to the Office of the Hidalgo County Tax Assessor-Collector. All collected fees must be accompanied by a report that will account for all stickers sold and fees collected. Stickers that are unaccounted for, all fees and reports will be hand delivered to and signed for by designated Tax Office personnel. All packages of blank paper must be accounted for before additional boxes are issued. All blank sticker sheets of paper must be accounted for. Missing sheets will be considered sold or lost and will be charged to the Distributor at a rate of \$70.80 per sticker and \$15.30 for NAFTA Annual Permits.
7. The Distributor may accept individual checks and cash in payment of fees for the issuance of stickers, provided that checks are made payable to "Armando Barrera Jr., Tax Assessor-Collector," and shall each bear such information as may be required by such rules as are now or shall hereafter be promulgated, in writing, by the Hidalgo County Tax Assessor-Collector. All cash accepted by distributor shall be replaced by a money order or cashiers check made payable to the Hidalgo County Tax Assessor-Collector. In the event the Distributor accepts checks other than made payable to Hidalgo County Tax Assessor-Collector, the Distributor shall immediately replace said checks with cash.

8. The Distributor, in accordance with TRC 502.113 of the Texas Transportation Code, may collect from each customer a per transaction fee of up to \$1.00 for each transaction processed. The monies collected for these transactions fees shall be retained by the Distributor to offset costs for the issuance of stickers. Transactions fees described herein shall not be commingled with any other statutory funds in the possession of the Distributor, and the additional \$1.00 will be collected separately from the license sticker fee. Distributor may not collect additional fees for the issuance of NAFTA Annual Permits.
9. The Distributor is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Highways and Public Transportation, the Comptroller of the State of Texas, any Certified Public Accountant, or any person or entity designated by any one or more of the same, at any time during normal business hours of the Distributor, at the place of business of the Distributor designated in this Agreement. The Distributor's receiving agent shall be present and shall make available at the place of the audit all supplies of forms required.
10. The Distributor shall deliver as often as required by the Hidalgo County Tax Assessor-Collector a license report in the form required by County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification.
11. Distributor shall, upon receiving a delivery of boxes of blank paper from the Tax Assessor-Collector, verify that the shipping invoice matches the number of blank paper packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the Hidalgo County Tax Assessor-Collector's Office.
12. License renewal stickers will only be sold to persons presenting the renewal notice issued by the Texas Department of Transportation and Registration, and renewal stickers will be issued for the current and upcoming month only. **(Stickers can be sold until midnight of the fifth day after the last of the month in which the person's registration expires.)** NAFTA Annual Permits may only be issued for the movement of a foreign commercial vehicle that is not authorized to travel on Texas highways for lack of registration, or lack of registration reciprocity with the state or county in which the vehicle is registered. A NAFTA Annual Permit plate **may not** be issued for the importation of citrus fruit into Texas from a foreign country except for foreign export or processing for foreign export. Apprehended vehicles are also ineligible to receive

NAFTA Annual Permit plates. These vehicles are required to pay registration fees plus the additional 20%.

13. Any changes in the ownership of Distributor must be immediately reported in writing to the Hidalgo County Tax Assessor-Collector's Office. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner if the new owner desires to continue to act as a license renewal agent. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.
14. Distributor will provide access to the authorized representatives of the Hidalgo County Tax Assessor-Collector's Office to the area where license renewal stickers & NAFTA Permits are sold and stored, and will provide the necessary assistance requested in auditing or checking license renewal stickers or supplies.
15. Distributor will verify Proof of Texas Liability Insurance, when applicable, before selling a license renewal sticker.
16. In order to serve as a license renewal agent, Distributor agrees to abide by all rules, regulations, and requirements of the Hidalgo county Tax Assessor-Collector, as may from time to time be amended.
17. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated, the distributor shall return to the County all outstanding inventories of stickers, together with supplies and payment for stickers issued, and a final report within twenty four (24) hours after the termination date.
18. This Agreement shall constitute the entire agreement between the parties hereto. Breach of any obligation to be performed by the Distributor shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this agreement. The parties hereto agree that any breach by the Distributor shall be considered a substantial breach, and Distributor shall be notified by County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed to be three (3) days after mailing) Distributor shall have twenty four (24) hours to return to County all point of sale equipment, supplies, payment for stickers issued, and final reports, as set forth in numbered paragraph 19., hereof.
19. In the event that any audit or report of the Distributor discloses that any stickers or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond for payment and apply the

proceeds there from against the actual damages incurred by the County or any of its agents, employees, or public official. In the event that this Agreement is terminated by the County for breach by the Distributor and the Distributor fails to return point of sale equipment, supplies, and funds within the time allowed in numbered paragraphs 19 and 20 hereof, the County shall be entitled to retain proceeds of the bond as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

20. The term of this agreement shall commence upon receipt by the Hidalgo County Tax Assessor-Collector of the bond herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof.
21. Any notices given under the agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: ARMANDO BARRERA, JR.
 HIDALGO COUNTY
 TAX ASSESSOR-COLLECTOR
 P.O. BOX 178
 EDINBURG, TEXAS 78540-0178

DISTRIBUTOR: DAVID R. CANTU
 Dba BRIDGEPOINT INSURANCE
 AGENCY & PERMIT CENTER
 210 N. INTERNATIONAL
 HIDALGO, TX 78557

22. This agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Distributor.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Hidalgo County Texas.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE ____ DAY OF _____, 2007.

BY: _____
JUAN D. SALINAS,
COUNTY JUDGE

BY: _____
ARMANDO BARRERA JR.,
TAX ASSESSOR-COLLECTOR

ATTEST:

ARTURO GUAJARDO
COUNTY CLERK

DISTRIBUTOR:

DAVID R. CANTU dba BRIDGEPOINT
INSURANCE AGENCY & PERMIT CENTER
BY: _____

PRINTED NAME: _____

TITLE: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION**

This Agreement made and entered into this ____ day of _____, 2007,, by and between the **County of Hidalgo** (hereinafter called "COUNTY"), a political subdivision of the State of Texas and the **SOUTH TEXAS INDEPENDENT** School District, (hereinafter called "DISTRICT") duly organized and existing under the laws of the State of Texas, each acting herein by and through its duly authorized official.

WITNESSETH:

WHEREAS, the parties to this Agreement wish to consolidate the assessment and collection of property taxes into one person, the Tax Assessor-Collector of Hidalgo County, Texas (hereinafter called "TAC"); and

WHEREAS, the parties enter into this Agreement in order to eliminate the potential duplication of the existing system for the assessment and collection of taxes and to promote governmental efficiency; and

WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Section 6.22, 6.24, 6.29 and 6.30 of the Texas Property Tax Code (hereinafter called "Tax Code") and Chapter 791, Texas Government (hereinafter known as the Inter-Local Cooperation Act.)

NOW, THEREFORE, for purposes stated herein, it is mutually agreed as follows:

I. TERM:

1. This Agreement is for the collection of DISTRICT taxes for the year **2007**. This Agreement shall be effective **July 1st**. This Agreement shall be automatically renewed on **June 30th**, of each calendar year unless either gives written notice to the other of its intent to terminate, at least sixty (60) days prior to the renewal date.

II. APPOINTMENT:

1. The DISTRICT appoints the TAC as the Assessor-Collector of taxes for the DISTRICT for the term of this Agreement. The TAC shall have full authority and responsibility to assess all of the real and personal property subject to taxation located within the boundaries of the DISTRICT in accord with the laws pertaining thereto. The TAC is authorized and directed to collect all taxes of the DISTRICT, both current and delinquent, including taxes previously assessed by **the tax year effective automatically renewed for DISTRICT**. The TAC shall remain in the sole employ and control of the COUNTY.

III. Description of Services

1. The COUNTY, through its TAC, hereby agrees to provide the following ad valorem tax related services:
 - A. Compute and publish the effective tax rate subject to consideration and approval of the DISTRICT. Expenses for all notices and publications shall be borne by the DISTRICT.
 - B. Establish the tax roll based on property values and exemptions certified by the Appraisal DISTRICT and the tax rate, exemptions, and discounts authorized by the DISTRICT.
 - C. Prepare and mail tax statements for all DISTRICT tax accounts.
 - D. Receive payment of taxes on behalf of the DISTRICT.
 - E. Refund overpayment or erroneous payments of taxes as provided by law.
 - F. Disburse tax monies received at the County Tax Office during the months of October through January, on the next business day, and at other months of the year, on a weekly basis or sooner in the event tax revenues equal or exceed \$100,000. All other payments received at the County's depository bank will be received according to Lock-Box processing agreement between the Bank and the COUNTY.
 - G. Prepare and submit reports as required pursuant to Texas Property Tax Code Ann. Sec. 31.10 to the DISTRICT accounting for all taxes collected. The COUNTY further agrees to prepare and/or provide information and reports for State agencies, auditors and other activities regarding the assessment, collection, and disbursement of ad valorem taxes.
 - H. The TAC will apply equal effort in the assessment and collection of current and delinquent property taxes for the parties of this Agreement. The tax office activity will not show bias toward any taxing unit for which it collects current and delinquent property taxes.
 - I. The TAC will permit the taxpayer, in the event of payment of less than the consolidated bill is tendered, to apply the payment as the taxpayer desires, in compliance with State law. In the absence of the expression of any preference as to application of payment, the payment will be applied in compliance with State Law.
 - J. Any waiver of penalty and interest being considered must establish that the delinquency was caused by a direct action or inaction of the Tax Office as required by the Tax Code.
 - K. The TAC will limit the time frame allowed for installment payment agreement on delinquent property taxes owing to the DISTRICT to no more than twelve months. Written approval must be obtained from the DISTRICT'S Superintendent or his designee for any deviations.
 - L. The TAC will refrain from seizing and/or selling any property pertaining to the DISTRICT's Tax Roll, having a homestead designated, for payment of delinquent taxes without written approval.
 - M. Interest payments required as a result of untimely processing of refunds are not considered reimbursable expenses.
 - N. The TAC will certify to **the Board** an estimate of the collection rate for the current year, the amount of debt taxes, if applicable, and other required information pursuant to Tax Code 26.04 (b).

2. The DISTRICT hereby specifically authorizes and empowers Hidalgo County, Texas its employees, officials and agents to perform any all acts which the COUNTY, its employees, officials and agents determine necessary and proper in the best interest of the DISTRICT in order to accomplish the services hereby agreed to be performed by the COUNTY.
3. The following duties and responsibilities of the DISTRICT are specifically excluded from this agreement.
 - A. Any obligation of the Hidalgo County Appraisal District.
 - B. Adoption of a tax rate for the DISTRICT.
 - C. Obligation of the DISTRICT regarding publication of tax information, meeting notices and elections regarding the establishment of a tax rate; and
 - D. Any other obligation imposed by law upon the DISTRICT not specifically agreed to be performed by the COUTNY
4. Each Party agrees to give the other free and open access, at reasonable times and without charge, to whatever information is needed for the mutual performance of the terms of this Agreement.

IV. COUNTY AUDITING PROCEDURES:

1. It is understood by the DISTRICT that nothing in this Agreement shall in any way impair or other wise compromise the County Auditor's authority pursuant to Texas Local Government Code 112.002, 113.021,113.024,113.043,113.047,114.043,115.004 to:
 - A. Prescribe the system of accounting for the COUNTY and the forms to be used by all persons in the collection and disbursement of COUNTY funds including funds held in trust for the DISTRICT pursuant to this Agreement;
 - B. Prescribe the mode and manner in which the COUNTY TAC shall keep COUNTY accounts including any account designated for the DISTRICT pursuant to this Agreement;
 - C. Require the COUNTY TAC and the DISTRICT to furnish monthly, annual or other reports under oath of all monies, taxes or fees of every nature received, disbursed, or remaining on hand;
 - D. Verify and count the cash on hand or on deposit in a bank in connection with any report submitted by the COUNTY TAC; and,
 - E. Adopt and enforce reasonable regulations not inconsistent with the Constitution and laws of this State as may be deemed essential for the proper collection, checking, and accounting of revenues received by the COUNTY, including funds held in trust for the DISTRICT.

V. DELINQUENT TAXES:

1. Pursuant to Section 6.24 of the Tax Code, the DISTRICT hereby authorizes the COUNTY by and through the TAC to collect delinquent taxes for the DISTRICT as provided herein.

2. Pursuant to Section 6.30(c), Texas Property Tax Code Ann., the DISTRICT has entered into a contract with a law firm to represent the COUNTY in the enforcing and collecting of delinquent taxes. The attorney's compensation is set forth in the contract. A copy of the DISTRICT'S Delinquent Tax Collection Agreement is attached hereto and incorporated herein by reference as Exhibit "A".
3. Pursuant to Section 33.04(a), 33.04(b), Texas Property Tax Code Ann., the COUNTY agrees as the collector for the DISTRICT to deliver notices of delinquency. Pursuant to Section 33.07, Texas Property Tax Code Ann., the COUNTY agrees as the collector for the DISTRICT to deliver a Notice of Delinquency which includes the additional penalty to defray the costs collection to the property owner at least thirty (30) and not more than sixty (60) days before July 1.
4. No Installment Agreements for the payment of DISTRICT'S delinquent taxes, which are in excess of \$5,000.00, will be entered into by the Hidalgo County Tax Assessor/Collector without prior approval of the DISTRICT. No Installment Agreements on behalf of the DISTRICT will be entered into prior to July 1 for payment of current year delinquent taxes.

VI. CONSIDERATION:

1. The DISTRICT hereby agrees to pay and the COUNTY agrees to accept a fee of **\$100,000.00** for all current and delinquent base taxes collected from July 1st, 2007 through, **June 30 , 2008**. For subsequent years, after reviewing actual collection costs, the COUNTY will submit to the DISTRICT, prior to **April 1st**, the fee for the following year. The District will have until **May 1st**, to accept the recommended fee.
2. The COUNTY will deduct a 1/12th collection fee from monthly collections and submit monthly collection reports.
3. If for any reason the DISTRICT is unable to provide the COUNTY with necessary tax account information and adopted tax rate prior to the entire COUNTY'S own mailing, the DISTRICT agrees to assume the entire cost for such additional mailing. It is understood however, that the DISTRICT will be charged a prorated amount on an equal basis if another DISTRICT is consolidated on such billing.
4. The DISTRICT is to provide in writing its adopted tax rate to the COUNTY no later than **September 30th**, of each year and the COUNTY is to mail out the consolidated tax statement no later than November 1st, of each year. If the DISTRICT fulfills this requirement and the COUNTY, due to a delay in adoption of its tax rate or other entities tax rate determines that it will not be able to mail consolidated tax statements by November 1st, than the COUNTY, at its own expense, will mail a separate tax statement for the DISTRICT by **November 1st**.

5. The DISTRICT will require the TAC to give bond conditioned on his faithful performance of duties. The bond shall be payable to, approved by, and paid for by the Board in an amount to be determined by the Board.

VII. SOVEREIGN IMMUNITY:

1. It is expressly understood and agreed that, in the execution of the Agreement, neither the COUNTY nor DISTRICT waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

VIII. NOTICES:

1. All notices provided to be given under this Agreement shall be given by regular or certified mail addressed to the proper party, at the following address:

IF TO COUNTY: Juan de Dios "J.D." Salinas
 Hidalgo County Judge
 100 E. Cano
 Edinburg, Texas 78539

WITH COPIES TO: Armando Barrera Jr., RTA
 Tax Assessor-Collector
 P.O. Box 178
 Edinburg, Texas 78540-0178

 Ray Eufracio
 County Auditor
 100 E. Cano, 3rd Floor
 Edinburg, Texas 78539

IF TO TAXING UNIT: South Texas Independent School District
 Attn: Rick Moya
 100 Med High
 Mercedes, Texas 78570

IX. TEXAS LAW TO APPLY:

1. 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.

X. LEGAL CONSTRUCTION:

1. 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.

XI. PRIOR AGREEMENT SUPERSEDED:

1. This Agreement constitutes the sole and only Agreement of the parties hereto and supercedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

XII. AMENDMENT:

1. No amendment, modification, or alteration of the terms shall be binding unless the same be in writing, dated subsequent to the date thereof, and duly executed by the parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE ____ DAY OF _____, 20__.

COUNTY OF HIDALGO:

HIDALGO COUNTY

BY: _____
Juan de Dios "J.D." Salinas
Hidalgo County Judge

BY: _____
Ernesto Alvarado, President
South Texas School Board

ATTEST:

Arturo Guajardo Jr.,
Hidalgo County Clerk

Robert De La Garza, Secretary
South Texas School Board

AI-6957

14.A.

**master econ. agreement-HEB
CC REGULAR**

Date: 12/11/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Submitted For: Comm. Handy, Pct. #1

Department: BUDGET & MANAGEMENT

Agenda Area: Precinct #1

Information

CAPTION

1. Approval of Chapter 381 Economic Development Agreement between Hidalgo County and HEB Grocery Company, L.P.
2. Approval of Master Economic Development Agreement between the City of Weslaco, Texas, Hidalgo County, Texas and HEB Grocery, L.P.

BACKGROUND

Documents being revised by HEB and will be forwarded to Legal Counsel for review.

Fiscal Impact

Attachments

Link: [draft](#)

Link: [draft](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/06/2007 11:24 AM	APRV
2	Erika Reyna	Erika Reyna	12/06/2007 02:23 PM	APRV
3	Auditor's Office	Arcilia Duran	12/06/2007 03:57 PM	APRV
4	Purchasing Department		12/06/2007 04:24 PM	PEND
5	Court Administrator (Originator)	Monica Badillo	12/06/2007 04:24 PM	APRV
Form Started By: Monica Badillo			Started On: 12/06/2007 10:36 AM	
Final Approval Date: 12/06/2007				

**CHAPTER 381
ECONOMIC DEVELOPMENT AGREEMENT**

By and Between

HIDALGO COUNTY, TEXAS,

and

HEB GROCERY COMPANY, L.P.

Effective as of _____, 2007

CHAPTER 381

ECONOMIC DEVELOPMENT AGREEMENT

This **CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT** (this "**Agreement**") is entered into to be effective as of the ____ day of _____, 2007 (the "**Effective Date**"), by and between **HIDALGO COUNTY, TEXAS** (the "**County**") and **HEB GROCERY COMPANY, L.P.**, a Texas limited partnership (the "**Developer**").

RECITALS

WHEREAS, the Developer desires initially to construct a warehouse distribution center containing approximately 400,000 square feet in a single building with fixed in-place racking (collectively with all future improvements and additions, and with fixed in-place racking, the "**Facility**") on the approximately 56.31-acre tract of real property located in Weslaco, Hidalgo County, Texas described on **Exhibit A** attached hereto (the "**Site**"); and

WHEREAS, operation of the Facility will create new jobs and tax value, and will promote local economic development and stimulate business and commercial activity in the City of Weslaco (the "**City**") and County; and

WHEREAS, the Developer has advised the County that a contributing factor that would induce the Developer to develop the Facility would be the making of an economic development grant to defray a portion of the costs to be incurred by the Developer as a consequence of developing and constructing the Facility and to repay the Developer for its contribution to the widening, improvement to drainage, and general improvements to that portion of N. Westgate Drive in the City of Weslaco generally located between Expressway 83 and Business 83 (such improvements to N. Westgate Drive, the "**Road Improvements**"), as further described on **Exhibit B** and **Attachments B1-3** hereto; and

WHEREAS, under Chapter 381 of the Texas Local Government Code, the County has adopted an economic development program to promote local economic development and stimulate business and commercial activity within the County; and

WHEREAS, the County, the City, and Developer have entered into a Master Economic Development Agreement contemporaneously herewith (the "**Master Agreement**") pertaining to a Chapter 381 grant and a Chapter 380 Agreement for a grant from the City; and

WHEREAS, the County and the Developer desire to set forth in this Agreement the terms and conditions of the grant to Developer of certain County funds as an

incentive for Developer's construction and use of the Facility on the Site, and to reimburse Developer for the Road Improvements (the "**Grant**"); and

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

AGREEMENT

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

ARTICLE I

PURPOSE AND INTERPRETATION

The Developer wants to develop the Facility in the City, and has designated the Site as the location for such project (the Facility located on the Site, including all future improvements and additions, and with the Public Infrastructure sometimes herein, the "**Project**"). Subject to the terms and conditions of this Agreement, Developer is willing to fund ("**Developer's Contribution**") up to Four Million and No/100Dollars (\$4,000,000.00) toward the Road Improvements, which Road Improvements will be built on behalf of the City and will benefit both the County and the City. The scope and projected cost of the Road Improvements are set out on **Exhibit C** hereto. Reference is made to the Master Agreement for all purposes. All defined terms used herein shall have the meanings ascribed to them in the Master Agreement.

ARTICLE II

DEFINITIONS

SECTION 2.1. The County's payments pursuant to this Agreement are herein referred to as "**Grant Payments**".

SECTION 2.2. As stated in the Master Agreement, (i) the ***“Real Property Taxes”*** hereunder are the County’s share of the real property taxes received from the Tax Office with regard to the Site and the Facility at any time during the Term of this Agreement, (ii) the ***“Personal Property Taxes”*** hereunder are the County’s share of the personal property taxes received from the Tax Office with regard to taxable personal property located on the Site (including in the Facility) during the Term of this Agreement, including, without limitation, inventory, furniture, fixtures, equipment, machinery, and vehicles, and (iii) the sum of all Real Property Taxes and Personal Property Taxes are the ***“Property Taxes”*** hereunder.

SECTION 2.3. The ***“Term”*** of this Agreement (hereinafter so called) shall include, and extend until the end of the later of, the payout periods regarding the Real Property Taxes and the Personal Property Taxes as follows:

(a) For the Real Property Taxes, the payout period shall be from the Effective Date hereof until March 31 in the year after the twentieth (20th) year after the year that immediately follows the year of the Effective Date (the ***“Property Tax Close Out Date”***). For example, if this Agreement is signed during 2007, then the first year for which Grant Payments (for Real Property Taxes) shall be made is 2008, and the Property Tax Close Out Date will be March 31, 2029.

(b) For the Personal Property Taxes, the payout period shall run from the first Grant Year (as defined below) until the sooner of (i) repayment to Developer by the County of one-half of Developer’s Contribution (i.e., up to \$2,000,000.00), plus interest, or (ii) twenty (20) years of payments, all as more fully described below.

ARTICLE III

DEVELOPER’S OBLIGATION

The payment of all indebtedness and obligations incurred by the Developer in connection with the development and construction of the Facility and Public Infrastructure and the operation of the Facility shall be solely the obligations of the Developer except to the extent provided otherwise in this Agreement. The County shall not be obligated to pay any indebtedness or obligations of the Developer and shall only be obligated to reimburse the Developer for the Total Costs in accordance with the terms and conditions of this Agreement.

ARTICLE IV

PAYMENT OF GRANT

SECTION 4.1. COUNTY’S OBLIGATION. The duty of the County to make Grant Payments to Developer for any purpose under this Agreement is limited in its entirety by the provisions of this Article.

SECTION 4.2. TAX FUND. The County will provide for the payment of Grant Payments to be made pursuant to this Agreement by establishing a separate fund at the County, including subaccounts if necessary, or a subaccount of any existing fund or account in the County treasury, into which eighty-eight percent (88%) of all Property Taxes shall be deposited (the **“Tax Fund”**) as and when such Property Taxes are received by the County from the Tax Office during the Term. The Tax Fund shall be maintained as a separate fund, shall not be part of the County’s general revenue, and shall be used only for Grant Payments during the term of this Agreement. During the Term of this Agreement, after Net Amounts have been calculated and paid to Developer by the County from the Tax Fund, the amount then remaining in the Tax Fund (i.e., the Baseline Amount) may be transferred by the County to any other account in the County Treasury. The County may maintain or abolish the Tax Fund, in its sole discretion, after the Term of this Agreement has ended.

SECTION 4.3. TIME FOR MAKING PAYMENTS. During the Term, the County shall pay to Developer all of the Net Amounts then in the Tax Fund annually within thirty (30) calendar days following the County’s receipt of the Property Taxes for a just-ended (including the immediately preceding) Grant Year, but in no event later than March 1 of the year immediately following each Grant Year (as “Grant Year” is defined below), subject only to the possible limitation on the payment of Property Taxes from the Tax Fund as set out below. The Real Property Taxes portion of the Grant shall be paid to Developer as a grant for each of the twenty (20) full calendar years in the Term, beginning with the full calendar year immediately following the Effective Date (each, a **“Grant Year”**). The Personal Property Taxes portion of the Grant shall be paid to Developer annually beginning with the first Grant Year until the sooner of (i) repayment to Developer by the County of one-half of Developer’s Contribution, plus four percent (4%) simple interest on the outstanding portion of Developer’s Contribution, or (ii) the payment of Personal Property Taxes for twenty (20) Grant Years. Notwithstanding the foregoing, if Developer does not make Developer’s Contribution, the County shall not be obligated to make the Personal Property Taxes portion of the Grant.

SECTION 4.4. LATE PAYMENTS. The County covenants and agrees that it will make all such payments without counterclaim or offset. Grant Payments due hereunder that have not been paid to Developer on or before the last day of any month in which they are due to be paid shall incur a late fee in the amount of eight percent (8%) of the delinquent amount, calculated on a daily basis and to be paid in arrears as part of the next Grant Payment.

ARTICLE V

COVENANTS

SECTION 5.1. COVENANTS OF DEVELOPER. Developer shall comply with the following covenants.

SECTION 5.1.1. OPERATION OF FACILITY. From the Effective Date of this Agreement until the Property Tax Close Out Date, the Facility shall be operated, maintained and managed directly by the Developer or any successor in a first class manner, consistent with the operation and management for other similar facilities, and in compliance with all applicable laws, including by obtaining and keeping in effect all time all permits, licenses and contractual arrangements as may be necessary to meet the standard of operation described in the foregoing sentence. The foregoing shall not be construed to create an obligation of continuous operations during the term of this Agreement; provided, however, that once the Facility has opened, if Developer thereafter ceases all business activity at the Facility for a period of at least twelve (12) continuous months for any reason other than remodeling, repair, or an event of force majeure, then the County shall have the right to terminate this Agreement effective sixty (60) days after delivery of notice thereof unless Developer has recommenced business activity in the Facility prior to the expiration of such 60-day cure period.

SECTION 5.1.2. BUSINESS OF THE DEVELOPER. From the Effective Date of this Agreement until the Property Tax Close Out Date, the Developer shall conduct all operations within the Facility in compliance with all federal and state laws and County ordinances.

SECTION 5.1.3. RECAPTURE BY THE COUNTY. The Developer shall make Developer's Contribution and shall cause the Road Improvements to be constructed, as further described on *Exhibit B* and *Attachments B1-3* hereto. At any time during the term of this Agreement that Developer is not in substantial compliance with the construction schedule set out in *Attachment B3*, the County may send Developer notice of such non-compliance. If such non-compliance is not either cured within sixty (60) days after Developer's receipt of such notice or, if non-compliance is not reasonably susceptible to cure within 60 days, a cure begun within such 60-day period and thereafter continuously and diligently pursued to completion (in either event, a "Cure"), then the County may, as its remedies hereunder, (i) cease making Grant Payments until such Cure occurs, and (ii) recapture from Developer the amount of all Grant Payments made during the twelve months immediately preceding the date of the County's election to exercise such remedy. Upon a Cure by Developer, the Grant Payments shall automatically and immediately resume.

SECTION 5.2. COVENANTS OF THE COUNTY. From the Effective Date of this Agreement until the Property Tax Close Out Date, the County shall comply with the following covenants.

SECTION 5.2.1. ORGANIZATION. The County shall not change, or permit to be changed, its organizational documents in any manner that would materially adversely affect the Project or the Developer.

SECTION 5.2.2. TAX FUND AND AVAILABLE SALES TAX PROTECTED.

The Tax Fund shall remain a separate, unencumbered fund or account containing only the Property Taxes (and accumulated interest, if any) to be deposited into the Tax Fund.

SECTION 5.3 FURTHER ACTIONS. The County and the Developer will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

SECTION 6.1. REPRESENTATIONS AND WARRANTIES OF DEVELOPER. The Developer represents and warrants to the County, as of the Effective Date, as follows:

SECTION 6.1.1. ORGANIZATION. The Developer is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas. The business that Developer proposes to carry on at the Facility may lawfully be conducted by the Developer.

SECTION 6.1.2. AUTHORITY. The execution, delivery and performance by the Developer of this Agreement is within the Developer's powers and have been duly authorized by all necessary action of the Developer.

SECTION 6.1.3. NO CONFLICTS. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof will contravene the organizational documents of the Developer or any provision of law, statute, rule or regulation to which the Developer is subject or any judgment, decree, license, order or permit applicable to the Developer, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the Developer pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the Developer is a party or, to the knowledge of the Developer, by which the Developer is bound, or to which the Developer is subject.

SECTION 6.1.4. NO CONSENTS. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution, delivery and performance by the Delivery of this Agreement or the consummation of the transactions contemplated hereby or thereby.

SECTION 6.1.5. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 6.1.6. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the Developer, threatened against or affecting the Developer or any subsidiaries of the Developer, questioning the validity or any action taken or to be taken by the Developer in connection with the execution, delivery and performance by the Developer of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the Developer hereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Developer to perform, its obligations under this Agreement or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted (including the operation of the Facility).

SECTION 6.1.7. NO DEFAULTS. The Developer is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the Developer is a party or by which the Developer or any of its property is bound that would have any material adverse effect on the Developer's ability to perform under this Agreement.

SECTION 6.1.8. FULL DISCLOSURE. Neither this Agreement nor any schedule or exhibit attached hereto in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

SECTION 6.1.9. NECESSARY CONSENT. The Developer acknowledges that the County is not committed or obligated to pay any expenditure incurred with respect to the construction of the Facility and Public Infrastructure except as specifically provided in this Agreement.

SECTION 6.2. REPRESENTATION AND WARRANTIES OF THE COUNTY. The County represents and warrants to the Developer, as of the Effective Date, as follows:

SECTION 6.2.1. AUTHORITY. The execution, delivery and performance by

the County of this Agreement is within its respective powers and have been duly authorized by all necessary action.

SECTION 6.2.2. NO CONFLICTS. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene the governing documents of the County or any provision of law, statute, rule or regulation to which the County is subject or any judgment, decree, license, order or permit applicable to the County, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the County pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the County is a party or by which the County is bound, or to which the County is subject.

SECTION 6.2.3. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 6.2.4. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the County, threatened against or affecting the County, threatened against or affecting the County, questioning the validity of any proceedings taken or to be taken by the County in connection with the execution, delivery and performance by the County of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the County hereof, whether an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the County to perform its obligations under this Agreement.

SECTION 6.2.5. NO DEFAULTS. The County is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the County is a party or by which the County is bound that would have any material adverse effect on the County's ability to perform under this Agreement.

ARTICLE VII

PERSONAL LIABILITY OF PUBLIC OFFICIALS

To the extent permitted by State law, no employee of the County, nor any councilmember or agent of the County, shall be personally responsible for any liability arising under or growing out of this Agreement. The Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the County. Under no circumstances shall the County's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the County shall have no obligation or liability to pay any Grants unless the County appropriates funds to make such payment during the tax year in which such Grant(s) is payable.

ARTICLE VIII INFORMATION

The Developer shall, at such times and in such form as County may require, furnish periodic information concerning the status of the performance of its obligations under this Agreement as may be requested in writing by the County.

ARTICLE IX MISCELLANEOUS

SECTION 9.1. ENTIRE AGREEMENT. This Agreement, including exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein.

SECTION 9.2. AMENDMENT. This Agreement may only be amended, altered, or revoked by written instrument signed by all parties.

SECTION 9.3. SUCCESSORS AND ASSIGNS. In this Agreement, unless a clear contrary intention appears, reference to any party includes such party's successors and assigns, and reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Developer may assign this Agreement to any affiliate of Developer. For purposes of this Agreement, "**Affiliate**" means any person, entity or group of persons or entities that controls the Developer, which the Developer controls or which is under common control with the Developer. Except as just stated, this Agreement and is not assignable without the prior written permission of the other parties thereto.

SECTION 9.4. WAIVER. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

SECTION 9.5. REMEDIES. Upon breach of any of the covenants contained in Article IX or the representations and warranties contained in Article X, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages.

SECTION 9.6. NOTICES. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

DEVELOPER:

HEB Grocery Company, L.P.
6464 South Main
San Antonio, Texas 78204
Attn: Sr. Vice President of Real Estate
Telephone: (210) 938-8000
Facsimile: _____

With a copy to:

HEB Grocery Company, L.P.
6464 South Main
San Antonio, Texas 78204
Attn: Legal Department
Telephone: (210) 938-8000
Facsimile: _____

COUNTY:

Hidalgo County
100 E. Cano
Edinburg, Texas 78539
Attn: County Judge
Telephone: _____
Facsimile: _____

With a copy to:

Hidalgo County Attorney

Attn: Stephen L. Crain, Attorney
Telephone: (956) 632-8221

Facsimile: (956) 686-6109

SECTION 9.7. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

SECTION 9.8. SEVERABILITY. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

SECTION 9.9. NO THIRD-PARTY BENEFICIARIES. The County and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County and the Developer or permitted assignees of the County and Developer, except that the indemnification and hold harmless obligations by the Developer provided for in this Agreement shall inure to the benefit of the Indemnitees.

SECTION 9.10. NO JOINT VENTURE. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION 9.11. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

SECTION 9.12. FORCE MAJEURE. Means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

EXECUTED to be effective as of the Effective Date.

COUNTY OF HIDALGO, TEXAS

By: _____

Name: _____

Title: _____

HEB GROCERY COMPANY, L.P.

By: _____

Name: _____

Title: _____

EXHIBIT A

Site

EXHIBIT B

Scope of Road Improvements (with Attachments B1-3)

EXHIBIT A
Site

Lot 4, Block A, HEB Weslaco #4, a subdivision in the City of Weslaco, Hidalgo County, Texas according to the map or plat filed of record as Document No. _____, Official Public Records, Hidalgo County, Texas.

EXHIBIT B

Scope and Projected Cost of Road Improvements

June 7, 2007

City of Weslaco / Hidalgo County Infrastructure Improvements Project Westgate and Panther Drive

The following outline will provide a preliminary scope statement relating to the infrastructure improvements to Westgate and Panther Drive in Weslaco Texas that will be included in the 380 agreement between H-E-B and the City of Weslaco and the 381 agreement with the County of Hidalgo.

Project	Exhibit	Projected Cost
Westgate Road – From HWY 83 to Bus. 83	B-1	\$2,950,000
Panther Drive – Between Westgate and Border	B-2	\$ 560,000
Design / Construction Management	B-3	\$ 490,000
Total Budget Cost		\$4,000,000

ATTACHMENT "B-1"

WESTGATE ROAD – FROM HWY 83 TO BUS. 83

Improvements on Westgate from HWY 83 to Business 83 include:

- **Re-construction of the roadway from HWY 83 to Panther Drive within the existing curb limits, with heavy asphalt paving sections along the roadway and concrete sections in the intersections of Pike and Panther Drive.**
- **Overlay of the roadway from Panther Drive to Bus. 83.**
- **Drainage improvements including a 48" / 36" storm drain in Westgate ROW**
- **Addition of a signal at Panther and Westgate**
- **Update the signal at Westgate and Pike**
- **Synchronization of the signals on Westgate from Business 83 to State hwy 83.**
- **Addition of raised curb center turning pockets in Westgate to control the location of left turn opportunities.**

Current cost estimate:

- **Costs associated with the improvements of Westgate re-construction as described above is \$2.95MM dollars, including the signal work.**

Current anticipated schedule:

- **Engineering beginning in late June 2007.**
- **City review drawings and submit construction documents for bid August, 2007.**
- **Under contract and initiate work September 1, 2007.**
- **Phase project to complete the storm sewer installation prior to the roadway work, with a storm completion of mid October, 2007.**
- **5 Months of construction in Westgate completing the road in phases, allowing for traffic to continue along the roadway throughout construction. Completion in March, 2008.**

ATTACHMENT "B-2"

PANTHER DRIVE – BETWEEN WESTGATE AND BORDER

Improvements to Panther Drive between Westgate and Border will include:

- **8' lane widening to the South side of Panther, from Westgate to the H-E-B truck entrance (approximately 1,000 LF). Final configuration will be 4 lanes, 2 eastbound and 2 westbound.**
- **Adjustment of the necessary utilities on the South side of Panther in the location of the lane widening.**
- **Re-construction of the existing pavement to a heavy traffic paving section, including concrete paving approach on Panther at Westgate and at the H-E-B truck entrance.**
- **A transition from the widened section to the original section East of the truck entrance.**
- **A 1" overlay for the remaining portion of Panther Drive East of the truck entrance to Border.**
- **Elimination of the planned sidewalk on the south side of Panther Drive from Westgate to Border (the intent will be to induce pedestrian traffic to stay on the sidewalk on the North side of Panther that runs from Westgate to Border, and circumnavigates the school property).**

Current Cost Estimate:

- **Costs associated with the improvements of Westgate re-construction as described above is \$700,000 dollars.**

Current anticipated schedule:

- **Construction of Panther would be phased with the Westgate Construction. Total time to complete the work on Panther is estimated to be 2.5 months, and will start in the spring to be completed prior to May, 2008.**

ATTACHMENT "B-3"

CONSTRUCTION SCHEDULE

Westgate / Panther Drive Improvements				
Proposed Scheudle				
Year	2007			
Month	S	O	N	D
Design				
Permits				
Phase I Westgate / Drainage				
Phase II Westgate				
Phase III Panther Drive				

MASTER ECONOMIC DEVELOPMENT AGREEMENT

By and Among

CITY OF WESLACO, TEXAS,

HIDALGO COUNTY, TEXAS,

and

HEB GROCERY COMPANY, L.P.

Effective as of _____, 2007

MASTER ECONOMIC DEVELOPMENT AGREEMENT

This **MASTER ECONOMIC DEVELOPMENT AGREEMENT** (this "**Agreement**") is entered into to be effective as of the ____ day of _____, 2007 (the "**Effective Date**"), by and among the **CITY OF WESLACO, TEXAS** (the "**City**"), a home-rule municipality organized under the laws of the State of Texas, **HIDALGO COUNTY, TEXAS** (the "**County**"), and **HEB GROCERY COMPANY, L.P.**, a Texas limited partnership (the "**Developer**").

RECITALS

WHEREAS, the Developer desires initially to construct a warehouse distribution center containing approximately 400,000 square feet in a single building with fixed in-place racking (collectively and with all future improvements and additions, the "**Facility**") on the approximately 56.31-acre tract of real property located in Weslaco, Hidalgo County, Texas described on **Exhibit A** attached hereto (the "**Site**"); and

WHEREAS, operation of the Facility will create new jobs and tax value, and will promote local economic development and stimulate business and commercial activity in the City and the County; and

WHEREAS, the Developer has advised the City and the County that a contributing factor that would induce the Developer to develop the Facility would be the making of an economic development grant to defray a portion of the costs to be incurred by the Developer as a consequence of developing and constructing the Facility, and to repay the Developer for its contribution to the widening, improvement to drainage, and general improvements to that portion of N. Westgate Drive in the City of Weslaco generally located between Expressway 83 and Business 83 (such improvements to N. Westgate Drive, the "**Road Improvements**"), as further described on **Exhibit B** and **Attachments B1-3** thereto; and

WHEREAS, under Chapter 380 of the Texas Local Government Code, the City has adopted an economic development program to promote local economic development and stimulate business and commercial activity within the City, including by making grants of public money; and

WHEREAS, under Chapter 381 of the Texas Local Government Code, the County has adopted an economic development program to stimulate business and commercial activity within the County, including through the use of county funds; and

WHEREAS, the City Commission of the City and the Commissioners Court of the County each has found and determined that by entering into this Agreement, as well

as the individual Chapter 380 Economic Development Agreement (the “**380 Agreement**”) and Chapter 381 Economic Development Agreement (the “**381 Agreement**”) referred to herein and executed contemporaneously herewith, the public interest and welfare will be advanced, and potential economic benefits will accrue to the City and the County, respectively, consistent with the City’s and County’s economic development objectives; and

WHEREAS, the City, the County, and the Developer desire to set forth in this Agreement the basic rights and obligations of the parties, including with regard to the Road Improvements; and

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

AGREEMENT

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

ARTICLE I

PURPOSE AND INTERPRETATION

SECTION 1.1 OBJECTIVES. The Developer wants to develop the Facility on the Site (the Facility, with fixed in-place racking, located on the Site and with the Road Improvements sometimes herein, the “**Project**”). The City and the County believe that the development of the Project will likely serve as an economic stimulus to this developing area, resulting in significant job growth and increased tax revenue for the City and the County, as well as for other local taxing jurisdictions that are not party to this Agreement. Consequently, the City and the County strongly favor the Developer’s location of the Facility at the Site.

SECTION 1.2 CONCEPT AND STRUCTURE. Subject to the terms and conditions of this Agreement, the 380 Agreement, and the 381 Agreement (those three agreements sometimes hereinafter collectively, the “**Grant Agreements**”), Developer is willing to fund (“**Developer’s Contribution**”) up to Four Million and No/100Dollars (\$4,000,000.00) toward the Road Improvements, which Road Improvements will be built on behalf of the City. Without the Road Improvements, N. Westgate Drive would not be adequate for the truck-borne commercial activity anticipated to be generated in the area by the Facility. In order to encourage the Developer to (i) develop the Facility, and (ii) provide Developer’s Contribution, and to make the area surrounding the Site more

attractive to other businesses, the City and the County will make economic development grants to Developer, including for the purpose of their shared reimbursement of Developer's Contribution, as more fully described in the Grant Agreements. The County and the City will establish "Tax Funds", as defined below, into which real property taxes and personal property taxes generated by the Facility and the Site will be deposited for subsequent reimbursements and other grant payments to Developer, as described in the Grant Agreements, including the 380 Agreement, the form of which is attached as **Exhibit C** hereto, and the 381 Agreement, the form of which is attached as **Exhibit D** hereto. Notwithstanding any other provision of the Grant Agreements to the contrary, the Developer may elect whether or not to build the Facility in Developer's sole discretion, and Developer's responsibility for Developer's Contribution will arise only if (i) Developer elects to build the Facility, and (ii) the Grant Agreements are executed by all parties thereto.

SECTION 1.3 TERM. The term of this Agreement shall be twenty (20) years from the first January 1 following Effective Date hereof, plus such additional time as is necessary for the grant payments described herein arising in the 20th year to be collected and disbursed.

ARTICLE II

PAYMENT OF GRANTS

SECTION 2.1. SEPARATE OBLIGATIONS OF THE DEVELOPER. The payment of all indebtedness and obligations incurred by the Developer in connection with the development and construction of the Facility and the operation of the Facility shall be solely the obligations of the Developer. The County and the City shall not be obligated to pay any indebtedness or obligations of the Developer and shall only be obligated to make grants and reimburse the Developer in accordance with the terms and conditions of the Grant Agreements.

SECTION 2.2. TAX FUND. The City and the County will each provide for the payment of their respective Grant Payments to be made pursuant to the Grant Agreements by establishing separate funds into which a certain portion of all "Property Taxes" (as that term is defined below) shall be deposited (such fund, as created by the appropriate government, a "**Tax Fund**"). During the term of this Agreement, each of the City and the County will pay to Developer, on an annual basis, all Net Funds then available in their respective Tax Fund as grant payments pursuant to the Grant Agreements. For purposes of the Grant Agreements, "**Net Amounts**" means the amount of all of the Property Taxes (as defined below) in excess of the amount of Property Taxes assessed against the Site for the calendar year 2006 (the "**Baseline Amount**"). Once established, the Baseline Amount shall be used every year as the baseline against which to calculate increased Net Amounts that will be paid out as Grant Payments.

SECTION 2.3 REAL AND PERSONAL PROPERTY TAXES. Each of the City and the County levy real property taxes and personal property taxes, which taxes are billed and collected by the Hidalgo County Tax Office (the “**Tax Office**”). The “**Real Property Taxes**” hereunder, whether City or County, are the relevant government’s share of the real property taxes received from the Tax Office with regard to the Site and the Facility at any time during the term of this Agreement. The “**Personal Property Taxes**” hereunder, whether City or County, are the relevant government’s share of the personal property taxes received from the Tax Office with regard to taxable personal property located on the Site (including in the Facility) during the term of this Agreement, including, without limitation, inventory, furniture, fixtures, equipment, machinery, and vehicles. The sum of all City and County Real Property Taxes and Personal Property Taxes are the “**Property Taxes**” hereunder. Following their receipt by the City or the County, as appropriate and from time to time, the Property Taxes shall be deposited into that government’s Tax Fund.

SECTION 2.4. DURATION OF PAYMENTS. The (a) Real Property Taxes shall be paid to Developer as a grant for each of the twenty (20) years following the year that includes the Effective Date, and (b) Personal Property Taxes shall be paid as repayment of the loan of Developer’s Contribution until the sooner of (i) repayment to Developer in full of Developer’s Contribution, plus interest, or (ii) twenty (20) years of payments, all as more fully described in the Grant Agreements, including with regard to the City’s and County’s shared reimbursement of Developer’s Contribution.

SECTION 2.5. CONDITION TO THE OBLIGATIONS OF THE COUNTY AND CITY. Notwithstanding any other provision of the Grant Agreements to the contrary, the City and County shall have no duty or obligation to reimburse any of Developer’s Contribution or to make grant payments unless and until Developer’s Contribution has been made to the City.

ARTICLE III

COVENANTS

SECTION 3.1. COVENANTS OF DEVELOPER. During the term of this Agreement, Developer shall comply with the following covenants.

SECTION 3.1.1. OPERATION OF FACILITY. The Facility shall be operated, maintained and managed directly by the Developer or any successor in a first class manner, consistent with the operation and management for other similar facilities, and in compliance with all applicable laws, including by obtaining and keeping in effect all time all permits, licenses and contractual arrangements as may be necessary to meet the standard of operation described in the foregoing sentence. The foregoing shall not be construed to create an obligation of continuous operations during the term of this Agreement; provided, however, that once the Facility has opened, if Developer thereafter ceases all business activity at

the Facility for a period of at least twelve (12) continuous months for any reason other than remodeling, repair, or an event of force majeure, then each of the City and the County shall have the right to terminate this Agreement effective sixty (60) days after delivery of notice thereof unless Developer has recommenced business activity in the Facility prior to the expiration of such 60-day cure period.

SECTION 3.1.2. BUSINESS OF THE DEVELOPER. The Developer shall conduct all operations within the Facility in compliance with all federal and state laws and City ordinances.

SECTION 3.2. COVENANTS OF THE COUNTY AND CITY. During the term of this Agreement, the City and the County shall comply with the following covenants.

SECTION 3.2.1. ORGANIZATION. Neither the City nor the County shall change, or permit to be changed, its organizational documents in any manner that would materially adversely affect the Project or the Developer.

SECTION 3.2.2. TAX FUND PROTECTED. The Tax Fund shall remain a separate, unencumbered fund or account containing only the Property Taxes (and accumulated interest, if any) to be deposited into the Tax Fund hereunder.

SECTION 3.3. FURTHER ACTIONS. The County, the City and the Developer will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of the Grant Agreements and to aid and assist each other in carrying out such objectives, terms and provisions.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.1. REPRESENTATIONS AND WARRANTIES OF DEVELOPER. The Developer represents and warrants to the City and the County, as of the Effective Date, as follows:

SECTION 4.1.1. ORGANIZATION. The Developer is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas. The business that Developer proposes to carry on at the Facility may lawfully be conducted by the Developer.

SECTION 4.1.2. AUTHORITY. The execution, delivery and performance by the Developer of the Grant Agreements is within the Developer's powers and have been duly authorized by all necessary action of the Developer.

SECTION 4.1.3. NO CONFLICTS. Neither the execution and delivery of the Grant Agreements, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof will contravene the organizational documents of the Developer or any provision of law, statute, rule or regulation to which the Developer is subject or any judgment, decree, license, order or permit applicable to the Developer, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the Developer pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the Developer is a party or, to the knowledge of the Developer, by which the Developer is bound, or to which the Developer is subject.

SECTION 4.1.4. NO CONSENTS. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution, delivery and performance by the Delivery of the Grant Agreements or the consummation of the transactions contemplated hereby or thereby.

SECTION 4.1.5. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 4.1.6. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the Developer, threatened against or affecting the Developer or any subsidiaries of the Developer, questioning the validity or any action taken or to be taken by the Developer in connection with the execution, delivery and performance by the Developer of the Grant Agreements or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the Developer hereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Developer to perform, its obligations under the Grant Agreements or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted (including the operation of the Facility).

SECTION 4.1.7. NO DEFAULTS. The Developer is not in default in the performance, observance or fulfillment of any of the obligations, covenants or

conditions contained in any material agreement or instrument to which the Developer is a party or by which the Developer or any of its property is bound that would have any material adverse effect on the Developer's ability to perform under the Grant Agreements.

SECTION 4.1.8. FULL DISCLOSURE. Neither the Grant Agreements nor any schedule or exhibit attached hereto in connection with the negotiation of the Grant Agreements contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

SECTION 4.1.9. NECESSARY CONSENT. The Developer acknowledges that neither the County nor the City is committed or obligated to pay any expenditure incurred with respect to the construction of the Facility and Public Infrastructure except as specifically provided in the Grant Agreements.

SECTION 4.2. REPRESENTATION AND WARRANTIES OF THE CITY AND THE COUNTY. The County and the City severally represent and warrant to the Developer, as of the Effective Date, as follows:

SECTION 4.2.1. AUTHORITY. The execution, delivery and performance by the County and the City of the Grant Agreements are within their respective powers and have been duly authorized by all necessary action.

SECTION 4.2.2. NO CONFLICTS. Neither the execution and delivery of the Grant Agreements, nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene the governing documents of the County and the City or any provision of law, statute, rule or regulation to which the County or the City to their knowledge is subject or any judgment, decree, license, order or permit applicable to the County or the City, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the County or the City pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the County or the City is a party or by which the County or the City are bound, or to which the County or the City is subject.

SECTION 4.2.3. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the County and the City, enforceable against the County and the City in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 4.2.4. NO PENDING LITIGATION. There is no action, proceeding,

inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the County or the City, threatened against or affecting the County, or the City, threatened against or affecting the County or the City, questioning the validity of any proceedings taken or to be taken by the County and the City in connection with the execution, delivery and performance by the County and the City of the Grant Agreements or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the County or the City hereof or thereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the County and City to perform, their respective obligations under the Grant Agreements.

SECTION 4.2.5. NO DEFAULTS. The County and the City are not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the County or the City is a party or by which the County or the City are bound that would have any material adverse effect on the County's or the City's ability to perform under the Grant Agreements.

ARTICLE V

PERSONAL LIABILITY OF PUBLIC OFFICIALS

To the extent permitted by State law, no employee of the City or County, nor any commission member of the City or member of the County's Court, shall be personally responsible for any liability arising under or growing out of the Grant Agreements.

ARTICLE VI

MISCELLANEOUS

SECTION 6.1. ENTIRE AGREEMENT. This Agreement, including exhibits hereto, and along with the 380 Agreement and the 381 Agreement, contain the entire agreement between the parties with respect to the transactions contemplated herein.

SECTION 6.2. AMENDMENT. This Agreement may only be amended, altered, or revoked by written instrument signed by all parties.

SECTION 6.3. SUCCESSORS AND ASSIGNS. In this Agreement, unless a clear contrary intention appears, reference to any party includes such party's successors and assigns, and reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Developer may assign this Agreement to any affiliate of Developer. For purposes of this Agreement, "**Affiliate**" means any person, entity or group of persons or entities that controls the Developer, that

the Developer controls or that is under common control with the Developer. Except as just stated, this Agreement is not assignable without the prior written permission of the other parties thereto.

SECTION 6.4. WAIVER. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

SECTION 6.5. REMEDIES. Upon breach of any of the covenants contained in Article III or the representations and warranties contained in Article IV, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages.

SECTION 6.6. NOTICES. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

DEVELOPER:

HEB Grocery Company, L.P.
646 South Main
San Antonio, Texas 78204
Attn: Sr. Vice President of Real Estate
Telephone: (210) 938-8000
Facsimile:_____

With a copy to:

HEB Grocery Company, L.P.
646 South Main
San Antonio, Texas 78204
Attn: Legal Department
Telephone: (210) 938-8000
Facsimile:_____

CITY:

City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78540
Attn: City Mayor
Telephone: (956) 968-3181
Facsimile: (956) 968-6672

With a copy to:

City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78540
Attn: City Manager
Telephone:(956) 973-3110
Facsimile: (956) _____

COUNTY:

Hidalgo County
100 E. Cano
Edinburg, Texas 78539
Attn: County Judge
Telephone: _____
Facsimile: _____

With a copy to:

Hidalgo County Attorney Office

Attn: Stephen L. Crain, Attorney
Telephone: (956) 632-8221
Facsimile: (956) 686-6109

SECTION 6.7. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

SECTION 6.8. SEVERABILITY. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

SECTION 6.9. NO THIRD-PARTY BENEFICIARIES. The County, the City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County, the City, and the Developer or permitted assignees of such parties.

SECTION 6.10. NO JOINT VENTURE. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION 6.11. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

SECTION 6.12. FORCE MAJEURE. Means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

EXECUTED to be effective as of the Effective Date.

CITY OF WESLACO

Buddy de la Rosa, Mayor

ATTEST:

AMANDO C. ELIZONDO, City Secretary

APPROVED AS TO FORM:

RAMON VELA, City Attorney

COUNTY OF HIDALGO, TEXAS

Name: _____

Title: _____

HEB GROCERY COMPANY, L.P.

By: _____

Name: _____

Title: _____

EXHIBIT A	Site
EXHIBIT B	Scope of Road Improvements (with Attachments B1-3)
EXHIBIT C	Chapter 380 Agreement
EXHIBIT D	Chapter 381 Agreement

EXHIBIT A
Site

Lot 4, Block A, HEB Weslaco #4, a subdivision in the City of Weslaco, Hidalgo County, Texas according to the map or plat filed of record as Document No. _____, Official Public Records, Hidalgo County, Texas.

EXHIBIT B
Scope and Projected Cost of Road Improvements

June 7, 2007

City of Weslaco / Hidalgo County
Infrastructure Improvements Project
Westgate Drive and Panther Drive

The following outline will provide a preliminary scope statement relating to the infrastructure improvements to Westgate and Panther Drive in Weslaco Texas that will be included in the 380 agreement between H-E-B and the City of Weslaco and the 381 agreement with the County of Hidalgo.

Project	Exhibit	Projected Cost
Westgate Drive – From Expressway 83 to Bus. 83	B-1	\$2,950,000
Panther Drive – Between Westgate Drive and Border Avenue	B-2	\$ 560,000
Design / Construction Management	B-3	\$ 490,000
Total Budget Cost		\$4,000,000

ATTACHMENT “B-1”

WESTGATE DRIVE – FROM EXPRESSWAY 83 TO BUS. 83

Improvements on Westgate Drive from Expressway 83 to Business 83 include:

- **Re-construction of the roadway from Expressway 83 to Panther Drive within the existing curb limits, with heavy asphalt paving sections along the roadway and concrete sections in the intersections of Pike and Panther Drive along Westgate Drive.**
- **Overlay of Westgate Drive from Panther Drive to Bus. 83.**
- **Drainage improvements including a 48” / 36” storm drain in Westgate Drive ROW**
- **Addition of a traffic signal at Panther and Westgate Drive**
- **Update the traffic signal at Westgate Drive and Pike**
- **Synchronization of the traffic signals on Westgate Drive from Business 83 to Expressway 83.**
- **Addition of raised curb center turning pockets in Westgate Drive to control the location of left turn opportunities.**

Current cost estimate:

- **Costs associated with the improvements of Westgate Drive re-construction as described above is \$2.95MM dollars, including the signal work.**

Current anticipated schedule:

- **Engineering beginning in late June 2007.**
- **City review drawings and submit construction documents for bid August, 2007.**
- **Under contract and initiate work September 1, 2007.**
- **Phase project to complete the storm sewer installation prior to the roadway work, with a storm completion of mid October, 2007.**
- **5 Months of construction in Westgate Drive completing the road in phases, allowing for traffic to continue along the roadway throughout construction. Completion in March, 2008.**

ATTACHMENT “B-2”

PANTHER DRIVE – BETWEEN WESTGATE DRIVE AND BORDER AVENUE

Improvements to Panther Drive between Westgate Drive and Border Avenue will include:

- **8’ lane widening to the South side of Panther, from Westgate to the H-E-B truck entrance (approximately 1,000 LF). Final configuration will be 4 lanes, 2 eastbound and 2 westbound.**
- **Adjustment of the necessary utilities on the South side of Panther in the location of the lane widening.**
- **Re-construction of the existing pavement to a heavy traffic paving section, including concrete paving approach on Panther at Westgate and at the H-E-B truck entrance.**
- **A transition from the widened section to the original section East of the truck entrance.**
- **A 1” overlay for the remaining portion of Panther Drive East of the truck entrance to Border.**
- **Elimination of the planned sidewalk on the south side of Panther Drive from Westgate to Border (the intent will be to induce pedestrian traffic to stay on the sidewalk on the North side of Panther that runs from Westgate to Border, and circumnavigates the school property).**

Current Cost Estimate:

- **Costs associated with the improvements of Westgate Drive re-construction as described above is \$700,000 dollars.**

Current anticipated schedule:

- **Construction of Panther would be phased with the Westgate Drive construction. Total time to complete the work on Panther is estimated to be 2.5 months, and will start in the spring to be completed prior to May, 2008.**

ATTACHMENT “B-3”
DESIGN / CONSTRUCTION MANAGEMENT

This work is to be completed by TEDSI for a fee of approximately \$490,000

EXHIBIT C
Chapter 380 Agreement

EXHIBIT D
Chapter 381 Agreement

AI-6876

15.A.

Constable Precinct 3 - Larry Gallardo
CC REGULAR

Date: 12/11/2007

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Submitted For: Larry Gallardo

Department: CONSTABLE PCT. #3

Information

CAPTION

1. Requesting approval to submit application for fiscal year 2007-2008 for Project SWEEP (Solid Waste Enforcement) from Lower Rio Grande Valley Development Council.
2. Requesting approval of Resolution.

BACKGROUND

Fiscal Impact

Attachments

Link: [Resolution](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/05/2007 09:57 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/07/2007 08:07 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 02:24 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 02:49 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Rachel Cavazos
Started On: 12/04/2007 03:19 PM

Final Approval Date: 12/07/2007

RESOLUTION

RESOLUTION OF COUNTY OF HIDALGO AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING CONSTABLE LAZARO GALLARDO JR. TO ACT ON BEHALF OF COUNTY OF HIDALGO IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED COUNTY OF HIDALGO WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the Lower Rio Grande Valley Development Council is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation the COG's adopted regional solid waste management plan; and

WHEREAS, County of Hidalgo in the State of Texas is qualified to apply for grant funds under the Request for Applications.

NOW, THEREFORE, BE IT RESOLVED BY COUNTY OF HIDALGO, EDINBURG, TEXAS;

1. That Constable Lazaro Gallardo Jr. is authorized to request grant funding under the Lower Rio Grande Valley Development Council. Request for Applications of the Regional Solid Waste Grants Program and act on behalf of County of Hidalgo in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, County of Hidalgo will comply with the grant requirements of the Lower Rio Grande Valley Development Council, Texas Commission on Environmental Quality and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED AND APPROVED by Hidalgo County Commissioner's Court in Edinburg, Texas, on this the 11 day of December, 2007.

_____ (Signature of Authorized Official)	Notary:	_____ (Signature)
_____ (Typed or Printed Name)		_____ (Type or Printed Name)
County Judge _____ (Title)		_____ (Commission Expires)

AI-6890

16.A.5.

STANDING ITEM-Joe Williamson Construction Payment Appl. 14
Retainage
CC REGULAR

Date: 12/11/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Presentation by project architect ROFA and/or contractor Joe Williamson Construction Co. of punch list with applicable and/or necessary action;

B. Approval of Request for Application No. 14 (partial release of retainage) in the amount of \$103,952.44 from Joe Williamson Construction Co., awarded contractor for the, "New Administration Building," and as certified for payment by project architect, Rike Ogden Figueroa Allex Architects Inc., with authority for payment to be issued and released by County Treasurer after submission of all required documentation with review and processing procedures by the Hidalgo County Auditor's Office.

BACKGROUND

Notes:

- 1) Each department housed at New Administration Building was interviewed and met with to address any/all items related to the punch list;
- 2) Architect has estimated/projected a value to those items still pending on "punch list";
- 3) Change Order #9 with a total value of \$47,350.84;
- 4) Total value attributable to both Punch List and Change Order #9 is approx. \$50,000.00

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1301-206-00-000-003-0-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 571714 Retainage balance \$153,952.44 as of 12-6-07.

Attachments

Link: [Payment 14](#)

Link: [final punchlist](#)

Link: [Change Order 9](#)

Form Routing/Status

Route Seq Inbox

Approved By

Date

Status

1	Purchasing Department		12/06/2007 04:24 PM	NEW
2	Budget & Management	Damaris San Miguel	12/06/2007 11:49 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/06/2007 01:23 PM	APRV
4	Auditor's Office	Arcilia Duran	12/06/2007 03:10 PM	APRV
5	Martha Salazar	Marty Salazar	12/06/2007 03:34 PM	APRV
6	Court Administrator	Monica Badillo	12/06/2007 04:24 PM	APRV

Form Started By: Rocio Villarreal

Started On: 12/04/2007 04:40
PM

Final Approval Date: 12/06/2007



rike
ogden
figueroa
allex

December 3, 2007

Lupita Garza, Accounting Clerk
Hidalgo County Auditor's Office
2802 S. Hwy 281
Edinburg, Texas 78539

Re: Hidalgo County Offices Old Kmart Building
Purchase Order No. 562445

Dear Ms. Garza:

Enclosed please find three sets of the following:

1. AIA Document G702, "Application and Certificate for Payment #14 (Revised) submitted by Joe Williamson Construction Co., Inc. in the amount of \$103,952.44.

If you have any questions please do not hesitate to call our office.

Sincerely,
Rike Ogden Figueroa Allex Architects Inc.

A handwritten signature in black ink, reading "Luis A. Figueroa".

Luis A. Figueroa, AIA
Principal

Cc: Martha Salazar, Hidalgo County Purchasing Agent (1 set)
Mr. Daniel Flores, Hidalgo County Building and Grounds (1 set)

Received by: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: COUNTY OF HIDALGO

PROJECT: HIDALGO COUNTY OFFICES

PAGE ONE OF FOUR PAGES

100 E. CANO, 4TH FLOOR
EDINBURG, TEXAS 78539

OLD KMART BUILDING
EDINBURG, TEXAS 78539

FROM CONTRACTOR:

VIA ARCHITECT:

JOE WILLIAMSON CONSTRUCTION CO., INC.
P.O. BOX 4352
MCALLEN, TEXAS 78502-4352

R.O.F.A. ARCHITECTS, INC.
1007 WALNUT AVENUE
MCALLEN, TEXAS 78501

CONTRACT FOR: COUNTY OFFICES

APPLICATION NO. FOURTEEN
PERIOD TO: 11/30/2007
PROJECT NOS. 2207
CONTRACT DATE: 6/14/2006

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 3,250,000.00
2. Net change by Change Orders \$ -136,757.35
3. CONTRACT SUM TO DATE (Line 1+2) \$ 3,113,242.65
4. TOTAL COMPLETED & STORED TO DATE (Column G) \$ 3,079,048.85
5. RETAINAGE:
 - a. % of Completed Work \$ 50,000.00
(Column D + E)
 - b. % of Stored Material \$
(Column F)
Total Retainage (Lines 5a + 5b or Total in Column I)

6. TOTAL EARNED LESS RETAINAGE \$ 50,000.00
(Line 4 less Line 5 Total) \$ 3,029,048.85

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 2,925,096.41
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 103,952.44

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 84,193.80
(Line 3 less line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		315,650.65	452,408.00
Total approved this Month			
TOTALS		315,650.65	452,408.00
NET CHANGES by Change Order			-136,757.35

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.

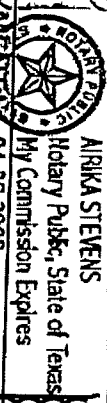
CONTRACTOR: JOE WILLIAMSON CONSTRUCTION CO., INC

By:

Date:

State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 31st day of November, 07.
Notary Public: Clintia Steven
My Commission expires: 4/30/10

ARCHITECT'S CERTIFICATE FOR PAYMENT



In accordance with the Contract Documents, based on on-site observations and the data comprising the 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

\$103,952.44

(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 to the amount certified.)

By: Joe E. Johnson Date: 12-3-7

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.

CONTINUATION SHEET

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.

PAGE TWO OF FOUR PAGES
APPLICATION NO: FOURTEEN
APPLICATION DATE: 11/30/2007
PERIOD TO: 11/30/2007
PROJECT NO: 2207

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
100	GENERAL CONDITIONS								
101	Permit	3,000.00	3,000.00			3,000.00	100.00		
102	Bond	38,000.00	38,000.00			38,000.00	100.00		
109	Water	500.00	500.00			500.00	100.00		
110	Electricity	4,000.00	4,000.00			4,000.00	100.00		
111	Telephone	1,500.00	1,500.00			1,500.00	100.00		
116	Superintendent	37,131.00	37,131.00			37,131.00	100.00		
119	Tool Rental	210.00	210.00			210.00	100.00		
124	Toilet	2,100.00	2,100.00			2,100.00	100.00		
126	Equipment Rental	530.00	530.00			530.00	100.00		
128	Builders Risk Insurance	3,800.00	3,800.00			3,800.00	100.00		
129	Truck / OH / Gas / Tires	3,800.00	3,800.00			3,800.00	100.00		
130	General Labor	22,000.00	22,000.00			22,000.00	100.00		
131	General Clean-Up	5,300.00	5,300.00			5,300.00	100.00		
137	Contingency	40,000.00	40,000.00			40,000.00	100.00		
140	Workmans Compensation Insurance	16,600.00	16,600.00			16,600.00	100.00		
142	Small Tools	210.00	210.00			210.00	100.00		
145	Trash Containers	6,300.00	6,300.00			6,300.00	100.00		
146	General Liability	34,000.00	34,000.00			34,000.00	100.00		
149	Safety Education	210.00	210.00			210.00	100.00		
150	A. G. C. Fees	2,650.00	2,650.00			2,650.00	100.00		
151	Demolition	42,000.00	42,000.00			42,000.00	100.00		
200	SITEWORK DIV. #2								
212	Striping and Curbtops	5,550.00	5,550.00			5,550.00	100.00		
214	Cedar Fence	1,820.00	1,820.00			1,820.00	100.00		
216	Patio	62,434.00	62,434.00			62,434.00	100.00		
217	Chainlink Fence	710.00	710.00			710.00	100.00		
218	Galvanized Fence	10,441.00	10,441.00			10,441.00	100.00		
223	Landscaping Allowance	20,000.00						20,000.00	
300	CONCRETE DIV. #3								
306	Concrete	55,546.00	55,546.00			55,546.00	100.00		
400	MASONRY DIV. #4								
401	Concrete Block	91,160.00	91,160.00			91,160.00	100.00		
500	METALS DIV. #5								
501	Structural Steel	17,835.00	17,835.00			17,835.00	100.00		
502	Canopy	94,830.00	94,830.00			94,830.00	100.00		

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar

Use Column 1 on Contracts where variable retainage for line items is

PAGE THREE OF FOUR PAGES

APPLICATION NO: FOURTEEN
APPLICATION DATE: 11/30/2007
PERIOD TO: 11/30/2007
PROJECT NO: 2907

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
600	CARPENTRY DIV. #6									
601	Door Frames	8,480.00	8,480.00				8,480.00	100.00	-	-
603	Millwork	142,421.00	142,421.00				142,421.00	100.00	-	-
606	Lumber / Nails	5,300.00	5,300.00				5,300.00	100.00	-	-
700	MOISTURE PROTECTION									
701	Built-Up Roof	193,556.00	193,556.00				193,556.00	100.00	-	-
708	Caulk and Sealant	3,000.00	3,000.00				3,000.00	100.00	-	-
800	GLASS / DOORS / WINDOWS									
801	Metal Doors and Frames	68,423.00	68,423.00				68,423.00	100.00	-	-
802	Wood Doors and Frames	43,990.00	43,990.00				43,990.00	100.00	-	-
811	Aluminum / Glass Doors	112,556.00	112,556.00				112,556.00	100.00	-	-
900	FINISHES DIV. #9									
901	Lath and Plaster	3,180.00	3,180.00				3,180.00	100.00	-	-
902	Gypsum Drywall	288,320.00	288,320.00				288,320.00	100.00	-	-
908	Paint	141,510.00	141,510.00				141,510.00	100.00	-	-
910	Floor Stone Allowance	6,000.00	6,000.00				6,000.00	100.00	-	-
911	V. C. T. Floors	71,550.00	71,550.00				71,550.00	100.00	-	-
917	Ceramic Tiles	32,080.00	32,080.00				32,080.00	100.00	-	-
1000	SPECIALTIES DIV. #10									
1001	Fire Extinguishers	1,060.00	1,060.00				1,060.00	100.00	-	-
1004	Bath Accessories	8,167.00	8,167.00				8,167.00	100.00	-	-
1005	Toilet Partitions	5,326.00	5,326.00				5,326.00	100.00	-	-
1015	Letters	17,865.00	15,401.00				15,401.00	86.21	2,464.00	-
1500	MECHANICAL DIV. #15									
1501	Plumbing	153,700.00	153,700.00				153,700.00	100.00	-	-
1502	Plumbing Allowance	5,000.00	5,000.00				5,000.00	100.00	-	-
1506	H. V. A. C.	434,600.00	434,600.00				434,600.00	100.00	-	10,570.00
1507	H. V. A. C. Allowance	15,000.00	15,000.00				15,000.00	100.00	-	-
1508	Fire Sprinkler	41,149.00	41,149.00				41,149.00	100.00	-	-
1509	Allowance to Repair	20,000.00	16,270.20				16,270.20	81.35	3,729.80	-
1600	ELECTRICAL DIV. #16									
1601	Electrical Services	788,600.00	788,600.00				788,600.00	100.00	-	39,430.00
1603	Allowance	7,000.00	7,000.00				7,000.00	100.00	-	-
1604	Site Allowance	8,000.00							8,000.00	-
1700	CHANGE ORDERS									
1701	Change Order #1 - Cost Reduction	(446,408.00)	(446,408.00)				(446,408.00)	100.00	-	-
1702	Change Order #3 - Generator	282,399.65	282,399.65				282,399.65	100.00	-	-
1703	Change Order #4 - Site Changes	32,711.00	32,711.00				32,711.00	100.00	-	-
	SUBTOTAL THIS PAGE	2,494,535.65	2,480,341.85				2,480,341.85	99.43	14,193.80	50,000.00

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: FOURTEEN

APPLICATION DATE: 11/30/2007

PERIOD TO: 11/30/2007

PROJECT NO: 2207

[illegible]

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT. containing

Contractor's signed certification is attached.

in tabulations below, amounts are stated to the nearest dollar

Use Column 1 on Contracts where variable retainage for line items may apply

PAGE NINE OF FOUR PAGES

APPLICATION NO: FOURTEEN

APPLICATION DATE: 11/30/2007

PERIOD TO: 11/30/2007

[illegible]

Hidalgo County Offices Final Punchlist items:
November 28, 2007
ROFA Architects, Inc.

Treasure Department:

Room 234: ceiling needs painting

Auditors Department:

- Secretarial Pool 196: Drawers need to be reconfigured for legal size paper. (County to update)
- Drop Off 230: Drop box door missing (County to update)
- Door 252 jammed
- Door 229A jammed

IT Department:

-no issues

Tax Office:

- Door 116: cracked glass needs replaced
- Door 104: scratching floor. Door needs adjusting
- Door 121A: cracked glass needs to be replaced
- Door 166: strike needs to be readjusted not closing properly
- Corr. 128: Cracks along wall need to be repaired

Budget Management Department:

- Room 357: tie new butterfly valves to alarm
- Room 371: Re-glue VCT left side of window of office
- Room 380: cove base on east wall painted. Needs clean up
- Room 369: need key to front door (County to update)
- Room 398: missing key
- Room 375: cove base/door conflict

Purchasing:

- Room 311: Replace door (veneer unglued)
- Room 312: Install missing screws at door
- Room 314: Clean ceiling grid near southwest corner
- Room 323: Clean stain on southeast wall
- Room 317: West wall outlet low power
- Room 324: Missing glass gasket

Fire Marshall:

-no issues

Veterans Services:

- Room 346: replace floor outlet (outlet cracked)

Security:

-no issues

All:

- A/C Test and Balance required
- interior building signage

Moises Salazar

From: james [jamesr@rofainc.com]
Sent: Wednesday, December 05, 2007 10:04 AM
To: 'Moises Salazar '
Cc: 'Luis Figueroa'
Subject: Hidalgo County Office. ROFA Project No. 25004.final punch list

Moises...attached please find final..final...final punch list for your use. As mentioned by Mr. Figueroa at the meeting...we are looking at roughly 2,000 dollars worth of work left to do (at time of meeting-items might already be finalized). Please contact me should you have questions or require anything else.

Thank you,

James Rodriguez
Project coordinator



Rike Ogden Figueroa Alex
Architects, Inc.
1007 Walnut Ave.
McAllen, Texas 78501

956.686.7771 voice
956.687.37433 fax

jamesr@rofainc.com

12/5/2007



PURCHASING DEPARTMENT
County Of Hidalgo

M E M O R A N D U M

TO: Armando Barrera, Jr., Tax Assessor Collector (956) 318-2733
Norma Garcia, County Treasurer (956) 318-2507
Ray Eufrazio, County Auditor (956) 318-2577
Tony Pena, Fire Marshal (956) 318-2697
Renan Ramirez, Chief Information Officer (956) 318-2152
Valde Guerra, Commissioner's Court Executive Officer (956) 292-7034
Attn: Fred Reyna, Insurance
Roy Quintanilha, Safety Director
Emilio De Los Santos, Veterans Office (956) 318-2439

FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building.

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

IT Dept
Department

Cruz Quintana Cruz Quintana 11/27/07
Signature Printed Name Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

Note: Accepted with pending work to be done in the following listed room numbers as per meeting discussions and/or punch list dated November 16, 2007:



PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM

Via fax to:

TO: Armando Barrera, Jr., Tax Assessor Collector

(956) 318-2733

Norma Garcia, County Treasurer

(956) 318-2507

Ray Eufrazio, County Auditor

(956) 318-2577

Tony Pena, Fire Marshal

(956) 318-2697

Renan Ramirez, Chief Information Officer

(956) 318-2152

Valde Guerra,
Commissioner's Court Executive Officer

(956) 292-7034

Attn:

Fred Reyna, Insurance

Roy Quintanilha, Safety Director

Emilio De Los Santos, Veterans Office

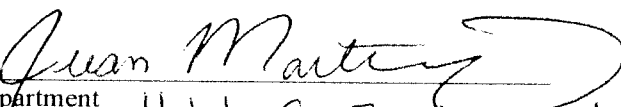
(956) 318-2439

FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building.

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.


Department Hidalgo Co. Fire Marshal

Signature

Printed Name

Juan Martinez

Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds



PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM

Via fax to:

TO: Armando Barrera, Jr., Tax Assessor Collector

(956) 318-2733

Norma Garcia, County Treasurer

(956) 318-2507

Ray Eufrazio, County Auditor

(956) 318-2577

Tony Pena, Fire Marshal

(956) 318-2697

Renan Ramirez, Chief Information Officer

(956) 318-2152

Valde Guerra,
Commissioner's Court Executive Officer

(956) 292-7034

Attn:

Fred Reyna, Insurance

Roy Quintanilha, Safety Director

Emilio De Los Santos, Veterans Office

(956) 318-2439

FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building.

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

Veterans Services
Department

Emilio D / K

Signature

Emilio De los Santos

Printed Name

11/28/07

Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

*pending Floor Plan Rm 346



PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM

Via fax to:

(956) 318-2733

(956) 318-2507

(956) 318-2577

(956) 318-2697

(956) 318-2152

(956) 292-7034

(956) 318-2439

TO: Armando Barrera, Jr., Tax Assessor Collector

Norma Garcia, County Treasurer

Ray Eufrazio, County Auditor

Tony Pena, Fire Marshal

Renan Ramirez, Chief Information Officer

Valde Guerra,
Commissioner's Court Executive Officer

Attn:

Fred Reyna, Insurance

Roy Quintanilha, Safety Director

Emilio De Los Santos, Veterans Office

FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building.

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

Security
Department

[Signature] Rolando Gonzalez 11-28-07
Signature Printed Name Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Armando Barrera, Jr., Tax Assessor Collector (956) 318-2733
Norma Garcia, County Treasurer (956) 318-2507
Ray Eufracio, County Auditor (956) 318-2577
Tony Pena, Fire Marshal (956) 318-2697
Renan Ramirez, Chief Information Officer (956) 318-2152
Valde Guerra, Commissioner's Court Executive Officer (956) 292-7034
Attn: Fred Reyna, Insurance
Roy Quintanilha, Safety Director
Emilio De Los Santos, Veterans Office (956) 318-2439

FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building.

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

Purchasing Dept.
Department

Ramon V. VEH AZ

11-28-07

Signature

Printed Name

Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

Pending work on following offices: as per 11-16-07 punchlist
#311, #312, 314, 323, 317 and 324



PURCHASING DEPARTMENT
County Of Hidalgo

M E M O R A N D U M

TO: Armando Barrera, Jr., Tax Assessor Collector
Norma Garcia, County Treasurer
Ray Eufracio, County Auditor
Tony Pena, Fire Marshal
Renan Ramirez, Chief Information Officer
Valde Guerra,
Commissioner's Court Executive Officer
Attn:
Fred Reyna, Insurance
Roy Quintanilha, Safety Director
Emilio De Los Santos, Veterans Office

Via fax to:
(956) 318-2733
(956) 318-2507
(956) 318-2577
(956) 318-2697
(956) 318-2152
(956) 292-7034
(956) 318-2439

FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building.

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

BUDGET & MANAGEMENT
Department

Signature

Printed Name

Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

- Pending work on the following Room numbers
as per punchlist dated 11-16-07
357, 371, 380, 369, 398, 375 + A/c Balance



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Armando Barrera, Jr., Tax Assessor Collector (956) 318-2733
Norma Garcia, County Treasurer (956) 318-2507
Ray Eufrazio, County Auditor (956) 318-2577
Tony Pena, Fire Marshal (956) 318-2697
Renan Ramirez, Chief Information Officer (956) 318-2152
Valde Guerra, Commissioner's Court Executive Officer (956) 292-7034
Attn: Fred Reyna, Insurance
Roy Quintanilha, Safety Director
Emilio De Los Santos, Veterans Office (956) 318-2439

FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building.

Via fax to:

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

Tax Office

Department

Armando Barrera Jr.

11/28/07

Signature

Printed Name

Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

Note: Accepted with pending work to be done in the following listed room numbers as per meeting discussions and/or punch list dated November 16, 2007:

*104 (Door), 116 Cracked Glass, 121 Door, 166 Strike Plate on door)
Crack on wall in Hall way*



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Armando Barrera, Jr., Tax Assessor Collector (956) 318-2733
Norma Garcia, County Treasurer (956) 318-2507
Ray Eufrazio, County Auditor (956) 318-2577
Tony Pena, Fire Marshal (956) 318-2697
Renan Ramirez, Chief Information Officer (956) 318-2152
Valde Guerra, Commissioner's Court Executive Officer (956) 292-7034
Attn: Fred Reyna, Insurance
Roy Quintanilha, Safety Director
Emilio De Los Santos, Veterans Office (956) 318-2439

FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building.

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

COUNTY TREASURER'S OFFICE

Department

Signature

ALFREDO ZAMARRIFA

Printed Name

11/28/07

Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

Note: Accepted with pending work to be done in the following listed room numbers as per meeting discussions and/or punch list dated November 16, 2007:

PENDING PAINTING OF CEILING.



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Armando Barrera, Jr., Tax Assessor Collector
Norma Garcia, County Treasurer
Ray Eufrazio, County Auditor
Tony Pena, Fire Marshal
Renan Ramirez, Chief Information Officer
Valde Guerra,
Commissioner's Court Executive Officer
Attn:
Fred Reyna, Insurance
Roy Quintanilha, Safety Director
Emilio De Los Santos, Veterans Office

Via fax to:
(956) 318-2733
(956) 318-2507
(956) 318-2577
(956) 318-2697
(956) 318-2152
(956) 292-7034
(956) 318-2439

FROM: Moises Salazar, Buyer II
County of Hidalgo Purchasing Department

DATE: November 28, 2007

RE: County Administration Building.

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

not completed as noted below.

Auditors Office
Department

Ray Eufrazio
Signature

RAY EUFRAZIO
Printed Name

11/28/07
Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

Note: Accepted with pending work to be done in the following listed room numbers as per meeting discussions and/or punch list dated November 16, 2007:

Security Pool drawers, Room signage & restrooms, drop off boxes, Door 252 jammed. Door jammed 229A

RIKE O'NEEN FIGUEROA ALLEX ARCHITECTS INC.

CHANGE ORDER NO. 9

PROJECT Hidalgo County Offices at the
Property formerly known as the Kmart Bldg.
Edinburg, Texas

CHANGE ORDER NO.: Nine (9)

TO: Joe D. Williamson Construction
P.O. Box 4352
McAllen, Texas 78502

DATE: 13-Nov-07
PROJECT #: 25004
CONTRACT FOR: General Construction
CONTRACT DATE: 8/4/2006

YOUR ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT

ITEM #1 Fire Sprinkler System:

That amount to include labor and material to repair and modification to existing fire sprinkler system

Balance of Allowance \$3729.80 - \$2154.00 = \$1575.80 ADD: \$ 2,154.00

Amount to be DEDUCTED from Repair Allowance: \$ 2,154.00

Balance of Repair Allowance:	\$ 1,575.80
Landscape Allowance:	\$ 20,000.00
Site Allowance:	\$ 8,000.00
Balance of Allowances:	\$ 29,575.80

ITEM #2 Fire Protection System:

Allowances:	\$ (29,575.80)
Room 170 MDF:	\$ 15,972.00
	\$ 1,200.00
	\$ (12,403.80)
Room 294 IDF:	\$ 15,527.00
	\$ 1,200.00
	\$ 4,323.20
20% Gen. Cond./OH&P	\$ 864.64
	\$ 5,187.84
Room 153 Tax:	\$ 22,231.00
Room 199 Auditor:	\$ 19,932.00
Amount to Add to Contract:	\$ 47,350.84

Amount to ADD to Contract Amount \$47,350.84

CONTINGENCY ALLOWANCE:	\$ (40,000.00)	REPAIR ALLOWANCE:	\$ (20,000.00)
Change Order No. 3:	\$ 322,399.65	Change Order No. 2r:	\$ 2,683.20
Amount to ADD to Contract:	\$ 282,399.65	Balance of Allowance:	\$ (17,316.80)
Change Order No. 4:	\$ 32,711.00	Change Order No. 6:	\$ 1,278.00
Amount to ADD to Contract:	\$ 315,110.65	Balance of Allowance:	\$ (16,038.80)
Change Order No. 5:	\$ 540.00	Change Order No. 7	\$12,309.00
Amount to ADD to Contract:	\$ 315,650.65	Balance of Allowance:	\$ (3,729.80)
		Change Order No. 9: (Item #1)	\$ 2,154.00
		Balance of Allowance:	\$ (1,575.80)

FLOOR STONE ALLOWANCE:	(\$6,000.00)
Change Order No. 7	\$6,000.00
Balance of Allowance:	\$0.00

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates his agreement
herewith, including any adjustment in the Contract Sum/Time.

THE ORIGINAL CONTRACT SUM WAS.....	\$ 3,250,000.00
NET CHANGES BY PREVIOUSLY AUTHORIZED CHANGE ORDERS.....	\$ (136,757.35)
THE CONTRACT SUM PRIOR TO THIS CHANGE ORDER WAS.....	\$ 3,113,242.65
THE CONTRACT SUM WILL BE CHANGED BY.....	\$ 47,350.84
THE NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE.....	\$ 3,160,593.49
THE CONTRACT TIME WILL BE CHANGED BY	FIFTY SIX (56) DAYS

ARCHITECT	CONTRACTOR	OWNER
ROFA Architects Inc. 1007 Walnut Avenue McAllen, Texas 78501	Joe D. Williamson Construction P.O. Box 4352 McAllen, Texas 78502	County of Hidalgo P.O. Box 1346 Edinburg, Texas 78539
By: <i>[Signature]</i>	By: <i>[Signature]</i>	By: _____
Date: 12-4-07	Date: 12/04/07	Date: _____

AI-6821

16.A.7.

Removal of fixed asset from inventory list

CC REGULAR

Date: 12/11/2007

Submitted By: Delma Silva, 206TH DISTRICT COURT

Submitted For: Delma Silva

Department: 206TH DISTRICT COURT

Agenda Area: Purchasing Department

Information

CAPTION

206th District Court:

Approval to remove the following fixed asset from inventory:

Pentium computer 133MHZ - Asset #30495.

BACKGROUND

Item was left on inventory list by predecessor and it no longer can be accounted for.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/30/2007 08:09 AM	APRV
2	Dale Kennan	Dale Kennan	11/30/2007 08:50 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 11:24 AM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 02:40 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Delma Silva
Started On: 11/29/2007 03:52 PM

Final Approval Date: 12/07/2007

AI-6817

16.A.8.

Removal of fixed asset from inventory list

CC REGULAR

Date: 12/11/2007

Submitted By: Damian Carranza, 332ND DISTRICT COURT

Submitted For: Damian Carranza

Department: 332ND DISTRICT COURT

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

332nd District Court:

Approval to remove the following fixed asset item from inventory:

200 MMX-CPU-MINI TOWER, ASSET #31499

BACKGROUND

Item Originally purchased in 1998

Item is unlocated and was left on inventory list; no longer can be accounted for due to lapse of time.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/29/2007 03:30 PM	APRV
2	Dale Kennan	Dale Kennan	11/30/2007 08:50 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 11:13 AM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 02:40 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Damian Carranza

Started On: 11/29/2007 03:19 PM

Final Approval Date: 12/07/2007

AI-6822

16.A.9.

**Removal of fixed asset inventory
CC REGULAR**

Date: 12/11/2007

Submitted By: Ginna Alvarez, 275TH DISTRICT COURT

Submitted For: Ginna Alvarez

Department: 275TH DISTRICT COURT

Agenda Area: Purchasing Department

Information

CAPTION

275th District Court:

Approval to remove the following fixed asset from inventory:

Law Books, asset #7198

BACKGROUND

Inventory was left on the inventory list by predecessor and it no longer can be accounted for.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/30/2007 08:11 AM	APRV
2	Dale Kennan	Dale Kennan	11/30/2007 08:51 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 11:25 AM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 02:40 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Ginna Alvarez

Started On: 11/29/2007 03:57
PM

Final Approval Date: 12/07/2007

AI-6913

16.A.10.

**EXCESS WORKER'S COMPENSATION INSURANCE
CC REGULAR**

Date: 12/11/2007

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration, and action in connection with the sole response received for RFP NO: 2007-445-12-05-Excess Worker's Compensation Insurance Project for the purposes of ranking as "qualified" and meeting requirements for the purposes of proceeding forward with the proposal process.

B. Requesting authority for Purchasing Department to enter into negotiations with qualified proposer including any best and final offers in order to finalize a contract for consideration and award.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-2202-419-50-115-066-0-524

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 12-6-07 \$175,963.78.

Attachments

Link:

**PARTICIPATION
AND TABULATION
LOG**

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/06/2007 07:46 AM	APRV
2	Budget & Management	Damaris San Miguel	12/06/2007 09:44 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/06/2007 10:39 AM	APRV
4	Auditor's Office	Arcilia Duran	12/07/2007 11:31 AM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 11:39 AM	APRV

Form Started By: Vangie Garcia

Started On: 12/05/2007 02:42
PM

Final Approval Date: 12/07/2007

**HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET**

DEPARTMENT NAME: **HIDALGO COUNTY**

PROPOSAL ACCEPTANCE DATE:
DECEMBER 5, 2007

PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF PROPOSAL: EXCESS WORKERS' COMPENSATION INSURANCE

PROPOSAL NO: 2007-445-12-05-VYG

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE
#01	McGriff, Seibels & William Of Texas, Inc.	√
#02		
#03		
#04		
#05		
#06		
#07		
#08		
#09		
#10		

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS**

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **DECEMBER 5, 2007**

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

DEPARTMENT/PROPOSAL DESCRIPTION: **"Hidalgo County-Excess Workers' Compensation Insurance"**

RFP NO: **2007-445-12-05-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1. Montalvo Insurance Ramon Montalvo				208 S. Texas Blvd. Weslaco, Texas 78596 956-968-5521 (F) 956-969-9198
2. Insurance Associates Of The Valley - Cindy Rivera	Velocity	Vangie Y. Garcia	11-20-07	521 S. 77 Sunshine Strip Harlingen, Texas 78550 956-423-0490 (F) 956-423-7668
3. Jesse Trevino Insurance Sonia Martinez	Fed Exp.	Vangie Y. Garcia	11-20-07	5835 Callagehan Road-Suite 320 San Antonio, Texas 78228 210-521-8803 (F) 210-521-8854
4. McGriff, Seibels & Williams Joseph Blasie (C) 713-213-9934	Fed Exp.	Vangie Y. Garcia	11-20-07	10375 Richmond Avenue, Suite 1700 Houston, Texas 77042 713-940-6565 (F) 713-877-8974
5. McGriff - Robert Wagner 469-232-2140 (F) 469-232-2101	Fed Exp.	Vangie Y. Garcia	11-20-07	5949 Sherry Lane - Suite 1300 Dallas, Texas 78754
6. Texas Municipal League Patty Ledesma	Fed Exp.	Vangie Y. Garcia	11-20-07	1821 Rutherford Lane 1st. Floor Austin, Texas 78754 800-537-6655 (F) 512-491-2311
7. Arthur J. Gallagher & Co. Jeri Dain	Fed Exp.	Vangie Y. Garcia	11-20-07	14241 Dallas Parkway Suite 300 Dallas, Texas 75254 972-991-3700 (F) 972-994-4061
8. Alamo Insurance Javier Guevara	Fed Exp.	Vangie Y. Garcia	11-20-07	3201 Cherry Ridge Drive Suite D05 San Antonio, Texas 78230 210-930-6665 (F) 210-930-1838

9. Texas Association Of Counties Karen Therrien - X3315	Fed Exp.	Vangie Y. Garcia	11-20-07	1210 San Antonio Austin, Texas 78701 800-456-5974 (F) 512-478-1426
10. Thorton Law Firm Randy McNeal	Fed Exp.	Vangie Y. Garcia	11-20-07	912 S. Capital Of Texas Hwy Suite 300 Austin, Texas 78746 512-329-6666 (F) 512-327-7291
11. Frost Insurance Agency Cindy Smith email: csmith@frostinsurance.com	Fed Exp.	Vangie Y. Garcia	11-20-07	10000 IH-10 West Suite 200 San Antonio, Texas 78230 800-259-7196 (F) 210-220-6460
12. Tri Star Risk Management Jimmy Dyer email: jimmy.dyer@tristargroup.ent	Fed Exp.	Vangie Y. Garcia	11-20-07	5151 Flynn Parkway-Suite 301 Corpus Christi, Texas 78411 361-857-0115 (F)361-857-0123
13. Trevino Insurance Jesse Trevino email: tjstins1959@aol.com	Velocity	Vangie Y. Garcia	11-20-07	803 North Main Street McAllen, Texas 78505 956-687-7271 (F) 687-3634
14. Insurance Advisory Group	Velocity	Vangie Y. Garcia	11-20-07	International Plaza Boca Chica Blvd. Suite 150 Brownsville, Texas 78521 956-548-6633

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

AI-6946

16.A.11.

**Quality Claims Administrator Services For Workers' Compensation
CC REGULAR**

Date: 12/11/2007

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration, and action to accept final negotiations, award RFP and approve final contract (subject to legal review) with TriStar Risk Management (number one ranked firm- approved by CC on 12/05/07) for RFP NO: 2007-224-11-14-VYG-Quality Claims Administrator Services for Worker's Compensation Project; or, in the alternative;

B. Requesting and recommending to cease negotiations with the number one ranked firm, TriStar Risk Management and commence negotiations with the number two ranked vendor for Quality Claims Adminsitration Services for Worker's Compensation Project.

BACKGROUND

Negotiations are scheduled to be completed before agenda request submission deadline, therefore supporting documentation may not be available as attachment to this request.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-2202-419-50-115-066-0-350

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 12-6-07 \$75,000.00.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/06/2007 08:50 AM	APRV
2	Budget & Management	Damaris San Miguel	12/06/2007 09:34 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/07/2007 07:38 AM	APRV
4	Auditor's Office	Arcilia Duran	12/07/2007 11:33 AM	APRV
5	Court Administrator		12/07/2007 11:33 AM	NEW

Form Started By: Vangie Garcia
Started On: 12/05/2007 05:16 PM

Final Approval Date: 12/07/2007

AI-6963

16.A.12.

**INFORMATION TECHNOLOGY - PHONE SYSTEM
CC REGULAR**

Date: 12/11/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: IT
Department

Information

CAPTION

Presentation for discussion, consideration and approval of draft specifications for scope of service and requirements for the Support & Maintenance of County Phone System.
RFP-2007-444-LRM

BACKGROUND

Specification will be presented on Monday's agenda meeting.

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1100-415-00-200-002-0-336

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Balance of \$30,764.26 as of 12/6/2007

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/06/2007 05:35 PM	APRV
2	Erika Reyna	Erika Reyna	12/07/2007 09:50 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 11:28 AM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:54 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 04:45 PM	APRV

Form Started By: Laura Moya
Started On: 12/06/2007 04:39 PM

Final Approval Date: 12/07/2007

AI-6948

16.A.13.

**Authority to Purchase from 93rd. Dist. Court
CC REGULAR**

Date: 12/11/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Requesting exception from "Order" approved designating 10-12-07 as deadline for major purchases for the 93rd. State District Court to acquire flooring and office furniture (chairs) for juror room with assurances by 93rd. & vendors that all requested goods and/or services will be received and installed prior to 12-31-07;

B. Presentation for discussion, consideration, acceptance and approval of a proposal received from Tandus US Inc. though our participation/membership with TXMAS 5-721A060A for the provision of labor and materials as attached hereto for approximately 680 s/f of Wood Classic Finish Flooring, including but not limited to floor prep., cove base installation and any other accessories/appurtenances as related to complete project # 07-455 to be installed in the 93rd District Court juror room, in an amount to not exceed \$5911.60.

BACKGROUND

See copy of tandus quote and Line item transfer

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-412-00-002-001-0-452

FUNDS AVAILABLE Y/N?: n

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 12/06/07 \$ 1,000.00

\$5,100.00 Available in pending line item transfer- AI 6921 See attachment

Attachments

Link: Line Item
Transfer

Link: Tandus
Proposal

Form Routing/Status

Route Seq Inbox

Approved By

Date

Status

1

Budget & Management Damaris San Miguel

12/06/2007 09:39 AM

APRV

2	Erika Reyna	Erika Reyna	12/06/2007 04:22 PM	APRV
3	Darlene Betancourt	Darlene Betancourt	12/06/2007 03:32 PM	NEW

Form Started By: Marty Salazar

Started On: 12/05/2007 05:34 PM

Final Approval Date: 12/07/2007

ATTEST COUNTY CLERK

**PROJECT PROPOSAL**

December 4, 2007

Judge Rudy Delgado
County of Hidalgo
100 E. Cano 4th Floor
Edinburg, TX 78539

FAX: 956-318-2552
CTRL# JMJ3123

RE: Carpet Proposal for: Hidalgo County - 93rd District Court

Dear Judge Delgado:

Tandus US, Inc. C & A Floorcovering is pleased to provide the following quotation for the above referenced facility.
" Pricing is per the TXMAS-5-721A060A Contract Schedule based on the GSA -72F-0032P Contract"

SCOPE OF WORK:**Contract Labor SIN 31-604**

Cove Base Installation

480	l/f	@	\$	0.50	\$	240.00

Open Market Labor

4" Cove Base Material

480	l/f	@	\$	1.12	\$	537.60

Removal of Existing Base

480	l/f	@	\$	0.85	\$	408.00

Wood Classic Furnish/Install

680	s/f	@	\$	6.95	\$	4,726.00

TOTAL					\$	5,911.60

1. Estimated from: Measurements by Diaz Floors & Interiors

EXCLUSIONS: (Unless specifically listed/included in above quote)

Protection of Existing Floors

Attic Stock

Sales Tax

Dumpster Cost

Bonding Cost

Mats

Preformed Corners

Border Carpets

Transitions/Reducers

Cleaning/Waxing of Resilient

Stair Materials

Extensive Floor Preparation

Resilient Flooring

Asbestos Abatement

Furniture/Fixture Moving

Night/Weekend Labor

Carpet Material/Installation

AI-6697

16.A.14.

**EN-1 Road Stabilizer-Authority to exercise Contract's 1 year extension
CC REGULAR**

Date: 12/11/2007

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Requesting authority to exercise the additional One (1) Year option to extend as provided in the current contract for "EN-1 Road Stabilizer" for Hidalgo County, under the same rates, terms and conditions with EN-1, LLC dba Roadbond Service Co.. Effective: 01/01/08 - 12/31/08

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1336-431-00-121-041-0-731

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This contract is available County wide.

Attachments

Link: [Extension Letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/06/2007 07:08 AM	APRV
2	Budget & Management	Damaris San Miguel	12/06/2007 09:23 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/06/2007 09:53 AM	APRV
4	Auditor's Office	Arcilia Duran	12/07/2007 10:15 AM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 10:23 AM	APRV

Form Started By: Moises Salazar

Started On: 11/26/2007 11:06 AM

Final Approval Date: 12/07/2007



PURCHASING DEPARTMENT
County Of Hidalgo

November 30, 2007

Col. Roy R. Alvarez, Jr (CE-Ret)
Roadbond Service Company
P. O. Box 5065
Grandbury, Texas 76049

Re: Contract No. C-06-281-12-28 for EN-1 Road Stabilizer

Dear Mr. Alvarez,

In reference to the above contract which will expire on the 31st of December, 2007 This will serve as the County's intent to consider, discuss and take action on its option to renew this contract under the same rate, terms and conditions.

Indicate your acknowledgment of this notice by signing below. Please return this response by no later than 4:00 p.m, Monday, December 3, 2007,

Your cooperation in our request will be greatly appreciated and should you have any questions or require additional information, please do not hesitate to call me at (956) 318-2626.

AUTHORIZED SIGNATURE: Col. Roy R. Alvarez Jr (CE-Ret)

TITLE: Consultant/Co Representative for Roadbond Serv Co.

Sincerely,

Moises Salazar
Moises Salazar, Buyer II,

Hidalgo County Purchasing Department

AI-6861

16.B.1.

**Pct. 1- Invoice No. 0722-Rodriguez Engineering & Inv. No. 11322415-L &
G Engineering
CC REGULAR**

Date: 12/11/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of request for payment of Invoice No. 0722 in the amount of \$4,000.00 as submitted by Rodriguez Engineering and for County Auditor to process invoice (after review and audit) and for County Treasurer to issue payment in connection with contract #C-06-217-07-18 (PO #584609) and Work Authorization No. 6 for various R&B and C.I.P. projects for Mile 13 1/2 (from FM 1015 to Mile 6).

B. Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 11322415 in the amount of \$7,676.70 submitted by L & G Consulting Engineers Inc. with authority for County Treasurer to issue check after review and processing procedures completed by County Auditor in connection with Contract # C-06-145-03-06 (PO# 569911) and Work Authorization No. 1 for FM 88 ROW Mile 12 Road North to FM 1925

BACKGROUND

Invoice No. 0722-Rodriguez Engineering
Invoice No. 11322415-L & G Engineering

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1336-431-00-121-041-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 584609 has \$8,304.11 available as of 12/5/07.

FISCAL YEAR: 2007

ACCT. #: 7-1315-431-00-121-037-0-841

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 569911 has \$51,812.10 available as of 12/5/07.

Attachments

Link: Inv no.
0722-Rodriguez
Engineering

Link: Inv. No.
11322415-L & G
Engineering

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/04/2007 03:58 PM	APRV
2	Budget & Management	Damaris San Miguel	12/05/2007 11:29 AM	APRV
3	Dale Kennan	Dale Kennan	12/05/2007 11:50 AM	APRV
4	Auditor's Office	Arcilia Duran	12/07/2007 01:52 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 02:05 PM	APRV

Form Started By: Letty Saenz

Started On: 12/04/2007 01:36
PM

Final Approval Date: 12/07/2007

RODRIGUEZ ENGINEERING**CONSULTING ENGINEER/SURVEYOR****POSTED**

DATE: December 4, 2007

Invoice No. 0722

Project: PO 584609

Owner: Hidalgo County Precinct No. 1

Location: Mile 13 1/2 (from FM 1015 to Mile 6)

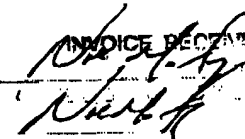
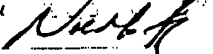
Engineering Services rendered toward Construction Phase for the above referenced Project:

Contract Amount:	\$ 81,216.45
Preliminary Phase (25%): (paid)	\$ 20,304.11
Design Phase (50%): (paid)	\$ 40,608.23
Construction Phase (25%):	\$ 20,304.11
Amount Paid Construction Phase:	\$ 12,000.00
Amount due now:	\$ 4,000.00

APPROVED FOR BILLING: 

7-1336-431-00-121-041-0-731
PO # 584609

INVOICE RECEIVED BY

 12/3/07
 12/3/07



SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept.

From: Noe Montez

Attn: Letty Saenz

Fax:

Pages: 2

Phone:

Date: 12/4/07

Re:

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• **Comments**

Please arrange to place the following inv #722 for Rodriguez Engineering on the next CC meeting for approval for payment.

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

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

INVOICE #: 11322415
INVOICE DATE: 11/30/07

BILL TO: 34

Hidalgo County Pct. #1
 902 Joe Stephens
 Weslaco, TX 78596

JOB: 060801

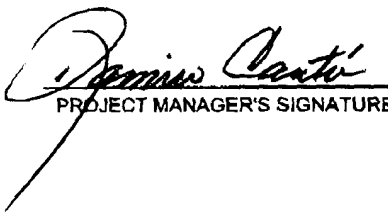
FM 88 ROW
 c/o County of Hidalgo PCT#1
 1902 Joe Stephens Ave.
 Weslaco, TX 78596

PO# 569911 Contract# C-06-145-03-06

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of November 2007.						
05001 Direct Expense	15,380.00	15,380.00		15,380.00	100.0	
16401 Engineer Svc	121,869.00	121,869.00		121,869.00	100.0	
60000-Row Acq. Admin	183,000.00	175,899.00	3,624.00	179,523.00	98.1	3,477.00
60100-Title Services	34,200.00	26,812.80	1,915.20	28,728.00	84.0	5,472.00
60200-Appraisal Srv	77,300.00	77,300.00		77,300.00	100.0	
60210-Appraisal Srv/Sub	76,600.00	76,600.00		76,600.00	100.0	
60300-Appraisal Rvw	37,500.00	37,500.00		37,500.00	100.0	
60310-Appraisal Rvw/Sub	19,500.00	19,500.00		19,500.00	100.0	
60400-Parcel Negtion	199,500.00	199,500.00		199,500.00	100.0	
60500-Clsng Srvs Fee	17,100.00	9,576.00		9,576.00	56.0	7,524.00
60600-Appraisal Update	8,550.00	6,412.50	2,137.50	8,550.00	100.0	
TOTALS	790,499.00	766,349.30	7,676.70	774,026.00	97.9	16,473.00

ORIGINAL CONTRACT SUM \$ 790,499.00
 CHANGE BY CHANGE ORDER \$ 0.00
 CONTRACT SUM TO DATE \$ 790,499.00
 TOTAL COMPLETED TO DATE \$ 774,026.00
 LESS PREVIOUS INVOICES \$ 766,349.30

CURRENT PAYMENT DUE \$ 7,676.70


 PROJECT MANAGER'S SIGNATURE

7-1315-431-00-121-037-0-841

PO 569911

INVOICE RECEIVED BY

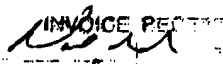
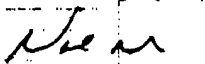
 11/4/07
 12/4/07

EXHIBIT "C"/ATTACHMENT "C"
WORK SCHEDULE
TITLE APPRAISAL AND ACQUISITION PROCESS
FM 88

TASK AND DESCRIPTION	2006 - 2007											
	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07
ESTIMATED TOTAL PARCELS = 57												
Project Administration												
Coordination with TxDOT												
Preliminary Administrative & Acquisition Process												
Title Commitments												
Appraisal Reports												
Appraisal Review Reports												
Appraisal Update Reports												
Approved Values by TxDOT												
Acquisition Negotiation Offers												
Title Curative Process												
Title Commitment Updates												
Acquisition Approved by TxDOT												
Payments for Parcels												
L & G Condemnation Support Process												
Eminent Domain Proceedings by County												
Title Insurance Policies - Negotiations/ED												
Consummation of Outstanding Cases												

TxDOT FUNCTION
L&G FUNCTION
HIDALGO COUNTY FUNCTION

FM 88/Mile 12 Rd. North to FM 1925

**EXHIBIT "D"/
ATTACHMENT "D"****FEE SCHEDULE****Payment Schedule for General Engineer Services**

The Engineer will be paid for the work completed as identified on Attachment "B" Services to be Provided by the Engineer and paid for by Hidalgo County on a percent complete basis after the work is reviewed and approved by Hidalgo County Precinct #1.

Payment Schedule for Services Provided by the Acquisition Provider

- 1) Project Administration (includes coordination with County & State)
 - a) Payment
 - i) Full Project Office
 - (1) Lump Sum Basis (percent completed)
 - (2) Initial payment of 20% upon establishment of a project office with functional phone and utility services.
 - (3) Remainder paid out in equal monthly installments, starting the following month and continuing over remainder of project.
 - (4) Monthly billing to Hidalgo County PCT #1 will be required.
 - (5) Condemnation Support Services (Negotiations, Task, and Fees)
- 2) Title Services
 - a) Payment
 - i) Per Parcel basis. (percent completed)
- 3) Appraisal Services
 - a) Payment
 - i) Per Parcel Basis. (percent completed)
- 4) Appraisal Review
 - a) Payment
 - i) Per Parcel Basis. (percent completed)
- 5) Appraisal Update
 - a) Payment (percent completed)
 - i) Per Parcel Basis

FM 88/Mile 12 Rd. North to FM 1925

- 6) Negotiation Fees
 - a) Payment (percent completed)
 - i) Per Parcel Basis
- 7) Closing Service Fees
 - a) Payment (percent completed)
 - i) Per Parcel Basis
- 8) Relocation Fees- (N/A)
- 9) Disposal of Property- (N/A)

Hidalgo County Precinct #1

EXHIBIT "D" ATTACHMENT "D" FEE SCHEDULE - L&G ENGINEERING

FM 88

Limits: From: Mile 12 Rd. North to FM 1925

The following is an estimated Manhour Cost for the Engineering Services and the Parcel No. Cost for completing the subject project's scope of work outlined in Attachment B according to the Attachment D "Fee Schedule" of the contract. The man-hours are estimated and the parcels are based on the TxDOT Right-of-Way Map. The work and payment for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County - on a percent complete basis as approved by Hidalgo County Precinct #1. L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Precinct #1.

L&G ENGINEERING SERVICES

PROFESSIONAL SERVICES		MAN-HOURS					
TASK	No. of sheets (estimated)	Project Manager	ENV. Specialist	Senior Engineer	Designer	Administrative Assistant	Total
1 Coordinate with TxDOT and County on Progress of Engineering Project	18 mod ntps per month/2 persons	0	216	0	216	0	100
2 Attend Pct #1 Meetings for bi-weekly for project update	18 mod ntps per month/2 persons	0	216	0	216	0	100
3 Refine Cost Estimates County Participation for Road	n/a	0	40	0	80	0	0
4 Coordination with City of Elba	n/a	0	40	0	40	0	0
5 Review for the proposed connection of the FM 1925 intersection (proposed Freeway) with the needed ROW for the County to modify or construct on at the upcoming Public Meeting for FM 1925	n/a	0	120	0	120	120	0
5 Review the proposed county road intersections with Pct #1 on designing the county easements to provide for the bus turning movements and future county designation of roadways as arterials or collectors of the County Transportation plan.	n/a	0	100	0	120	80	0
5 Coordination with Hidalgo County and TxDOT on prioritizing the parcel acquisition based on the proposed Traffic Control and proposed storm drainage and signals at the intersection.	n/a	0	120	0	120	0	0
5 Coordination with Hidalgo County Precinct District #9	n/a	0	40	0	40	0	0
6 Coord with County to set up Temp Accounting for payment and reimbursement of funds used to pay parcels and further submit to TxDOT for reimbursement.	n/a	0	80	0	0	0	0
7 Establish an acceptable process with Precinct 1 for Coord between Title Co. and County Auditors Office, County Clerk Office and Parcel Reimbursements by TxDOT	n/a	0	80	0	0	0	0
8 Coordinate and Review New Subdivision Maps that affect this project	n/a	0	0	0	0	60	0
9 Coordinate and Review ROW Map as provided by TxDOT	n/a	0	0	0	40	0	0
Subtotal	0	1052	0	992	260	200	2504
Total Sheet Labor Hours	0	1052	0	992	260	200	2504
Contract Rates		\$ 90.00	\$ 43.00	\$ 44.00	\$ 33.00	\$ 17.50	\$ 108.32800
Direct Salary Cost		\$ 52,600.00	\$ -	\$ 43,646.00	\$ 8,580.00	\$ 3,500.00	\$ 108,328.00
Overhead Multiplier	175.000%	\$ 6,575.00	\$ -	\$ 5,466.00	\$ 1,072.50	\$ 437.50	\$ 13,541.00
Fixed Fee	12.50%	\$ 59,175.00	\$ -	\$ 49,104.00	\$ 9,652.50	\$ 3,937.50	\$ 121,669.00
Sub-Total Labor Costs							

The following is an estimated Manhour and Parcel No. Cost for completing the subject project's scope of work outlined in Attachment B according to the Attachment D "Fee Schedule" of the contract. The man-hours are estimated and the parcels are based on the 1:4001 Right-of-Way Map. The work and payment for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Precinct #1 - on a percent complete basis as approved by Hidalgo County Precinct #1. L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Precinct #1.

RIGHT-OF-WAY ACQUISITION SERVICES

Parcel No.	Project Address	This Service Part Fee Bureau Policy	Agreement Services Per Parcel	Agreement Review Per Parcel	Agreement Update Per Parcel (*)	Negotiation Fee Per Parcel	Closing Services Per Parcel	Relocation (Residential) Per Relocation	Relocation (Business) Per Relocation	Disposal of Property Per Parcel	Parcel Totals
One of eight parcels											\$4,550.00
1	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
2	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
3	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
4	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
5	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
6	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
7	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
8	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
9	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
10	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
11	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
12	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
13	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
14	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
15	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
16	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
17	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
18	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
19	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
20	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
21	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
22	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
23	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
24	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
25	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
26	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
27	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
28	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
29	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
30	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
31	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
32	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
33	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
34	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
35	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
36	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
37	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
38	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
39	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
40	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
41	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
42	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
43	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
44	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00
45	\$2,700.00	\$500.00	TR00T	\$2,700.00	\$1,000.00	\$4,550.00	\$300.00	TR00T	TR00T	TR00T	\$10,350.00

RIGHT-OF-WAY ACQUISITION SERVICES

(^{1c}) Appraisal Updates based on 33% of total parcels to require an appraisal updates

(***) Condemnation support services based on 6 parcels going to Eminent Domain Proceedings I for his local/per parcel condemnation at \$120/m².

L & G ENGINEERING DIRECT EXPENSES
Delivery expenses (subs, COUNTY and TMDOT etc)
Auto Mileage
Airfare
Rental Vehicle
Per Diem
Reproduction Costs
L & G ENGINEERING DIRECT EXPENSES

TOTAL LAG ENGINEERING PROJECT COSTS

\$790,499.00

UNIT	RATE	QTY	TOTAL
EA	\$ 40.00	300	\$ 12,000.00
MT	\$ 0.345	4000	\$ 1,380.00
TRP-S	\$200.000	0	\$ -
DAY	\$60.000	0	\$ -
DAY	\$25.000	0	\$ -
EA	\$ 0.20	10000	\$ 2,000.00
			\$ 15,380.00



L & G Engineering

Transportation Consultants

December 01, 2007

RECEIVED

NOV 30 2007

ENCLOSURE

COMMISSIONER SYLVIA S. HANDY

Hon. Sylvia S. Handy
Hidalgo County Commissioner, Pct. #1
Attn: Joseph Palacios
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: FM 88-From Mile 12 Rd. North to FM 1925
Work Authorization No. 1

Dear Commissioner Handy:

The attached submittal is our invoice for this Work Authorization for the month of November, 2007. We are attaching Work Order #1 for your reference. The following is attached:

- L & G's Invoice for Engineering and Right and Way Acquisition Services for project administration.
- Project Work Schedule
- Exhibit D Fee Schedule

This work authorization consists of the following tasks, identified as per the Texas Department of Transportation (TxDOT) function codes (FC) for engineering and right-of-way services:

Engineering Services & Direct Expenses: We have completed an overall percentage of 100% for the Engineering Services and Direct Expenses as outlined on the attached EXHIBIT D "Fee Schedule". These services have been closely coordinated with the Pct #1 staff and we have identified a percent complete for each task.

ROW Acquisition Administration: L & G Engineering-Transportation Consulting Engineers Right of Way Office has been set up and business functional at 2100 W. Expressway in Mercedes, Texas 78570 and staffed with a Project Manager, Office Manager, Right of Way Administrator, Right of Way Acquisition Manager, Acquisition Negotiators and an Office Administrative Technician. Our office is presently equipped with functional phones and utility services. We have under contract two State Certified Appraisers to perform the primary appraisal and review process for all parcels of this project. Furthermore, a local reputable title company (Sierra Title Co.) has been contracted to perform all of the title services for the project. They have already provided us with initial title commitments in accordance to TxDOT policy for all the parcels. We now invoice for this task in accordance to Exhibit "D"/Attachment "D" (fee schedule) item 1-Section a-(3) a monthly payment of 4.71% outlined in the attached referred schedule. Contractual Agreement for Right of Way Procurement between State (TxDOT) and the County of Hidalgo was approved by TxDOT's ROW Division in Austin on August 21, 2006. Pharr TxDOT District office has now provided the County with a project release dated September 27, 2006 for Phase I and a secondary release on January 8, 2007 for Phase II of this project. We have now completed 98.1% of this task.

Title Services: L & G Engineering is in receipt of fifty-three (53) initial Title Commitments from Sierra Title Company for this project. We are invoicing 5.6% for this task for the month of November, 2007. We have now completed 84% of this task.

Appraisal Services: We have selected the firm of Professional Appraisal Services to perform the primary appraisal reports for the approximate 54 parcels for this project. They have provided L&G Engineering with 54 out of 54 appraisal reports for this project. We have now completed 100% of this task for this project.

Mercedes Office:

2100 W. Expressway 83 • Mercedes, TX 78570
(956) 565-9813 • Fax: (956) 565-9018
Toll Free: (888) 565-9813

Mission Office:

900 S. Stewart Rd., Suite 9 • Mission, TX 78572
(956) 585-1909 • Fax: (956) 585-1927
Toll Free: (866) 585-1909

Appraisal Services Sub: Professional Appraisal Services has completed and provided L&G Engineering with 54 out of 54 appraisal review reports for this project. We have now completed 100% of this task for this project.

Appraisal Review: We have selected the firm of HLH Appraisal Services to perform the appraisal review for the approximate 54 parcels for this project as per TxDOT policy. They have provided L&G Engineering with 54 out of 54 appraisal review reports for this project. We have now completed 100% of this task for this project.

Appraisal Review Sub: HLH Appraisal Services has completed and provided L&G with 54 out of the 54 appraisal review reports for this project. We have now completed 100% of this task for this project.

Appraisal Update: To date, there have been 17 required updates for this project. To date, we have billed 100% for this task.

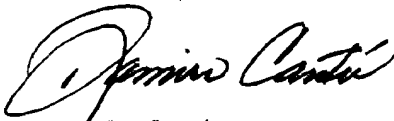
Parcel Negotiations: Initial Offers for this project have all been presented for a total of 54 offers. We have now completed 100% of this task.

Closing Service Fee: We will conduct all closings as per Title Company and TxDOT requirements. We have now closed 30 out of the 54 parcels. We have completed 56% of this task. **We will not be invoicing for the month of November for this task.**

Please contact me or Jacinto Garza, Project Manager at 956-585-1909 should you have any questions or concerns regarding this project.

Sincerely,

L & G Engineering



Ramiro Cantú
ROW Administrator

Attachments

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept.

From: Noe Montez

Attn: letty saenz

Fax:

Pages: 9

Phone:

Date: 12/4/07

Re:

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• **Comments**

Please place the following inv #11322415 from I. & G Engineering on the next commissioners court meeting for approval for payment

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

AI-6950

16.C.1.

**Rio Valley Construction Payment Application 2
CC REGULAR**

Date: 12/11/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct.
2

Information

CAPTION

Approval of Request for Application No. 2 in the amount of \$115,755.80 from Rio Valley Construction, Inc. awarded contractor for the, "Construction of Precinct No. 2 Multi-Purpose Facility in South Tower Road Park," and as certified for payment by project architect, VA Architecture; C-07-042A-09-25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1292-441-00-350-008-8-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available as of 12-6-07 for PO #592311 \$115,755.80 for Rio Valley Construction, Inc.

Attachments

Link: Payment
Application No. 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/06/2007 08:55 AM	APRV
2	Budget & Management	Damaris San Miguel	12/06/2007 09:35 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/06/2007 10:47 AM	APRV
4	Auditor's Office	Arcilia Duran	12/07/2007 11:34 AM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 11:40 AM	APRV

Form Started By: Rocio Villarreal
Started On: 12/05/2007 05:45 PM
Final Approval Date: 12/07/2007

AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:	County of Hidalgo 100 E. Cano 2nd Floor Edinburg, Tx 78539	PROJECT:	County of Hidalgo Pet 2 Multi-Purpose Facility 1429 S. Tower Road Alamo, Tx 78516	APPLICATION NO: 2	Distribution to:
FROM	Rio Valley Construction, Inc.	VIA	Reynaldo Vargas, Architect, Inc. dba	PERIOD TO: 11/30/2007	OWNER: ☒
CONTRACTOR:	4124 N. Taylor Road McAllen, Tx 78504	ARCHITECT:	V.A. Architecture, Professional Corp. 2029 Industrial Drive McAllen, Tx 78504	CONTRACT FOR: General Construction	ARCHITECT: ☒
				CONTRACT DATE: 09/11/2007	CONTRACTOR: ☐
				PROJECT NOS: C-07042A / 09 / 25	FIELD: ☐
				PO # 592311	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 \$ 1,468,000.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,468,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 173,684.21

5. RETAINAGE:

- a. 5 % of Completed Work
(Column D + E on G703) \$ 8,684.21
- b. 0 % of Stored Material
(Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 8,684.21

6. TOTAL EARNED LESS RETAINAGE \$ 165,000.00
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 49,244.20
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 115,755.80
(Line 3 less Line 6)

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 1,303,000.00
(Line 3 less Line 6)

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

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: Rio Valley Construction, Inc.

By: *[Signature]*
State of Texas - Myrtle Ernestine Jones

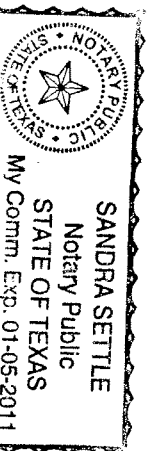
Date: 11/30/2007

County of: Hidalgo

Subscribed and sworn to before me this 30 day of November 2007

Notary Public: Sandra Settle

My Commission expires: 01/05/2011



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 \$ 115,755.80
The amount certified differs from the amount applied. Initial all figures on this Continuation Sheet that are changed to conform with the amount certified.)

By: *[Signature]*
Date: 11-30-07



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: 3
APPLICATION DATE: 11/30/2007
PERIOD TO: 11/30/2007
ARCHITECT'S PROJECT NO:

A	B	C	D		E	F	G		H	I
			WORK COMPLETED				TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)					BALANCE TO FINISH (C - G)
000	Mobilization	37,000.00	7,400.00	7,400.00		14,800.00	40.00	22,200.00	740.00	
000	Betterment Allowance	10,000.00						10,000.00		
000	Landscape Allowance	5,000.00						5,000.00		
000	Structural Steel Allowance	2,000.00						2,000.00		
000	HVAC Allowance	2,000.00						2,000.00		
000	Plumbing Allowance	2,000.00						2,000.00		
000	Electrical Allowance	2,000.00						2,000.00		
000	Dirtwork	48,300.00	44,436.00	83,913.21		44,436.00	92.00	3,864.00	2,221.80	
000	Concrete Foundation	87,800.00				83,913.21	95.57	3,886.79	4,195.66	
000	Concrete Columns	14,400.00						14,400.00		
000	Concrete Walks	12,700.00						12,700.00		
000	Masonry	209,600.00		8,384.00		8,384.00	4.00	201,216.00	419.20	
000	Structural Steel	132,800.00						132,800.00		
000	Millwork	26,400.00						26,400.00		
000	Roofing	153,800.00						153,800.00		
000	Flashing & Damproofing	10,800.00						10,800.00		
000	Cavity Insulation	5,400.00						5,400.00		
000	Waterproofing	2,400.00						2,400.00		
000	HM Doors & Frames	17,300.00						17,300.00		
000	Wood Doors	13,700.00						13,700.00		
000	Finish Hardware	22,900.00						22,900.00		
000	Glass & Glazing	27,400.00						27,400.00		
000	Plaster	23,100.00						23,100.00		
000	Drywall & Metal Studs	41,200.00						41,200.00		
000	Acoustical Ceilings	28,900.00						28,900.00		

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



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: 11/30/2007
APPLICATION DATE: 11/30/2007
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
000	Ceramic Tile	20,800.00							20,800.00	
000	Resilient Flooring	28,800.00							28,800.00	
000	Painting	39,500.00							39,500.00	
000	Visual Display Boards	4,000.00							4,000.00	
000	Toilet Partitions	11,900.00							11,900.00	
000	Flagpole	1,700.00							1,700.00	
000	Signage	4,200.00							4,200.00	
000	Fire Extinguishers	1,600.00							1,600.00	
000	Folding Partition	9,600.00							9,600.00	
000	Toilet Accessories	5,800.00							5,800.00	
000	Projection Screens	6,000.00							6,000.00	
000	Plumbing	89,600.00			17,024.00		17,024.00	19.00	72,576.00	851.20
000	Fire Sprinkler System	28,500.00							28,500.00	
000	H.V.A.C.	106,200.00							106,200.00	
000	Electrical	170,900.00			5,127.00		5,127.00	3.00	165,773.00	256.35
	Totals	1,468,000.00	51,836.00	121,848.21			173,684.21	11.83	1,294,315.79	8,684.21

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

BEFORE ME, the undersigned authority, on this day personally appeared, Jimmy K. Jones, President, FROM RIO VALLEY CONSTRUCTION, INC., who being duly sworn, upon his/her oath, declares and acknowledges as follows:

In accordance with §9.3.1 of AIA Document A201, General Conditions of the Contract for Construction, Rio Valley Construction, Inc. certifies that 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 #1; 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 mechanics', materialman's or laborer's lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the WORK; and waivers and releases from all Subcontractors, laborers, and materialmen for WORK done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located.

EXECUTED this 29th day of November, 2007.

By: [Signature]

Jimmy K. Jones

Title: President

SUBSCRIBED AND SWORN TO before me by the said Jimmy K. Jones, President of Rio Valley Construction, Inc. this 29th day of November, 2007, to certify which witness my hand and seal of office.

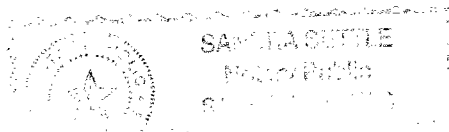
Seal:

NOTARY PUBLIC in and for
The State of Texas

[Signature]

Sandra Settle

My Commission Expires on 01/05/11



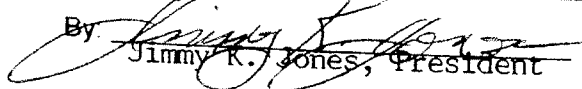
GENERAL CONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 2

THE STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned authority on this day personally appeared, Jimmy K. Jones,
President, who being duly sworn, upon his/her oath,
declares and acknowledges as follows:

1. I am a duly authorized of Rio Valley Construction, Inc.
(the "General Contractor")
2. Pursuant to an agreement between Hidalgo County and the General Contractor,
materials have been supplied and/or labor has been performed in connection the
construction of the project upon certain real property owned by the Owner in
Hidalgo County, Texas. Said project are more particularly described as **County
of Hidalgo Precinct 2 Multi-Purpose Facility in Partnership with the County
of Hidalgo Urban County Program and Hidalgo County WIC Program**
Alamo, Texas
3. In consideration of and conditioned upon receipt of payment through _____
November 30, 2007 from the Owner,
Rio Valley Construction, Inc. 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.
4. Rio Valley Construction, Inc. certifies that the Work covered by this
Application for Payment has been completed in accordance with the Contract
Documents, and should any deviations from the contract documents, be found at
any time, General Contractor holds the Owner, the Architect, and Engineers
harmless.

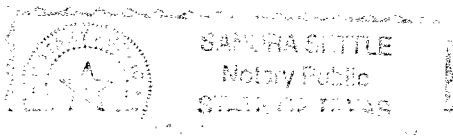
EXECUTED this 29 day of November, 2007.

By 
Jimmy K. Jones, President

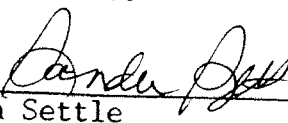
Title: President

SUBSCRIBED AND SWORN TO before me by the said Jimmy K. Jones, President
of Rio Valley Construction, Inc. this 29 day of November, 2007, to
certify which witness my hand and seal of office.

Seal



NOTARY PUBLIC in and for
The State of Texas

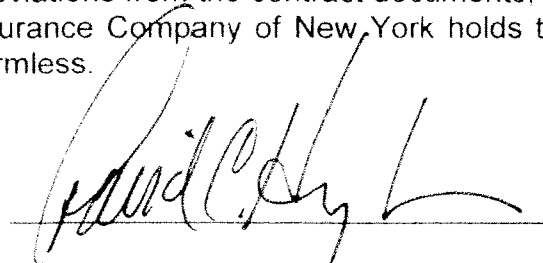

Sandra Settle

My Commission Expires on 01/05/11

November 29, 2007

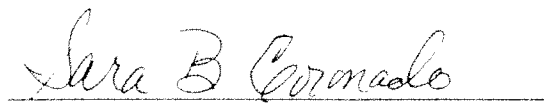
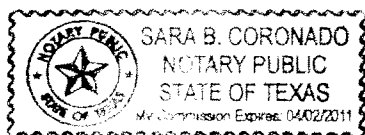
This is to confirm that we have reviewed the Application for Payment No. 2 submitted by Rio Valley Construction, Inc., the Contractor for the County of Hidalgo Precinct 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program, and that we approve, without reservation, of the payment of the requested funds to the Contractor by Hidalgo County.

Great American Insurance Company of New York certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and should any deviations from the contract documents, be found at any time, Great American Insurance Company of New York holds the Owner, the Architect, and Engineers harmless.



Print Name: David C. Hughston
Name of Surety: Great American
Insurance of New York

This instrument was acknowledged before me, the undersigned authority by David C. Hughston on the 29th day of November, 2007.



Notary Public for the State of Texas
Commission Expires: 4/2/2011

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

New York

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 15621

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RAY HUGHSTON	PEGGY GONZALEZ	ALL OF
CHRIS HUGHSTON	MARY EDWARDS	BROWNSVILLE, TEXAS
DAVID C. HUGHSTON		\$75,000,000

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13th day of June, 2006.

Attest

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this 13th day of June, 2006, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company of New York, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company of New York by unanimous written consent dated July 27, 1995.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-In-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company of New York, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of July 27, 1995 have not been revoked and are now in full force and effect.

Signed and sealed this day of

SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 1

THE STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared, J. A. Jackson, who being duly sworn, upon his/her oath, declares and acknowledges as follows.

1. I am a duly authorized of J & J Elec. Inc.
(the "Subcontractor/Materialmen")
2. Pursuant to an agreement between Rio Valley Concrete and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as the **County of Hidalgo Precinct 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program Alamo, Texas**
3. In consideration of and conditioned upon receipt of payment through 11/25 2007 from Rio Valley Concrete 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

EXECUTED this 29 day of Nov, 2007.

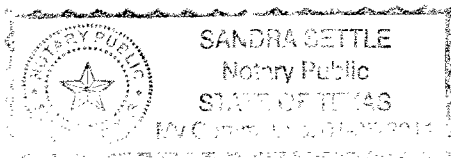
By: J. A. Jackson

Title: V.P.

SUBSCRIBED AND SWORN TO before me by the said J. A. Jackson of J & J Electric, Inc. this 29 day of Nov, 2007, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for
The State of Texas



Sandra Gettle

My Commission Expires on 1-5-2011

**SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 1**

THE STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared, Ovid Ivan Mata, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Mata G. Construction, Inc. (the "Subcontractor/Materialmen")
2. Pursuant to an agreement between Rio Valley Construction, Inc. and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as the **County of Hidalgo Precinct 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program Alamo, Texas**
3. In consideration of and conditioned upon receipt of payment through Nov. 25 2007 from Rio Valley Construction, 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.

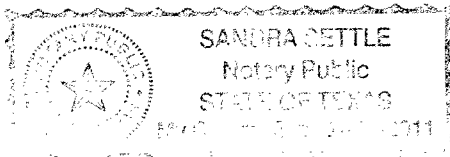
EXECUTED this 29 day of November, 2007

By: Ovid Ivan Mata

Title: President

SUBSCRIBED AND SWORN TO before me by the said Ovid Ivan Mata OF Mata G. Construction, Inc. this 29 day of Nov, 2007, to certify which witness my hand and seal of office.

Seal:



NOTARY PUBLIC in and for
The State of Texas

Sandra Cottle

My Commission Expires on 1-5-2011

SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 1

THE STATE OF TEXAS COUNTY OF HIDALGO

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

1. I am a duly authorized of Payless Plumbing (the "Subcontractor/Materialmen")
2. Pursuant to an agreement between Rio Valley Const and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as the **County of Hidalgo Precinct 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program Alamo, Texas**
3. In consideration of and conditioned upon receipt of payment through November 25, 2007 200 from Payless Plumbing 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.

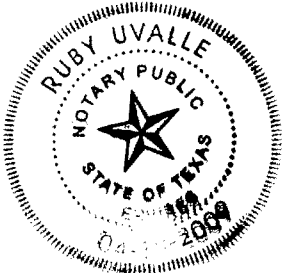
EXECUTED this 29 day of November, 2007

By: Nancy Madera

Title: Owner

SUBSCRIBED AND SWORN TO before me by the said Nancy Madera OF Payless Plumbing this 29 day of November, 2007, to certify which witness my hand and seal of office.

Seal:



NOTARY PUBLIC in and for
The State of Texas

Ruby Uvalle

My Commission Expires on 4-19-09

SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 1

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

1. I am a duly authorized of Texas Commercial Masonry & Plaster, LLC (the "Subcontractor / Materialmen")
2. Pursuant to an agreement between Rio Valley Construction, Inc. and the Subcontractor / Materialmen, materials have been supplied and /or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as the **County of Hidalgo Precint 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program Alamo, Texas**
3. In consideration of the conditioned upon receipt of payment through November 27, 2007 from Rio Valley Construction Inc., Subcontractor / Materialmen hereby waives and releases any and all liens, rights and interest 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.

EXECUTED this 27 day of November, 2007.

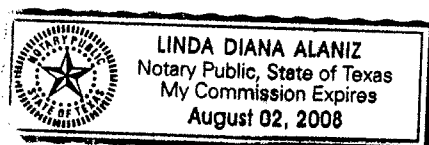
By: Baldemar Salazar

Title: OWNER

SUBSCRIBED AND SWORN TO before me by the said Baldemar Salazar of Texas Commercial Masonry & Plaster, LLC, this 27th day of Novemeber, 2007, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for
The State of Texas



[Signature]

My Commission Expires on 8/2/08

AI-6945

16.D.1.

**Extension for Lease of Land-Penitas Landfill-Pct.3
CC REGULAR**

Date: 12/11/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Requesting authority to exercise the additional one year extension as provided under current contract for "Lease of Landfill" for Precinct No. 3, under the same rates, terms, and conditions with Jose Ramirez, Jr. C-05-401-12-20. Effective: 01/02/08-01/01/09.

BACKGROUND

C-05-401-12-20 \$8,500.00 per month

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 8-1100-432-00-123-001-0-441

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$8,500.00 per month

Attachments

Link: [1 Yr Extension](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		12/07/2007 11:40 AM	NEW
2	Budget & Management	Damaris San Miguel	12/06/2007 11:50 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/07/2007 10:14 AM	APRV
4	Auditor's Office	Arcilia Duran	12/07/2007 11:36 AM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 11:39 AM	APRV

Form Started By: Rocio Villarreal

Started On: 12/05/2007 05:08 PM

Final Approval Date: 12/07/2007



PURCHASING DEPARTMENT
County Of Hidalgo

December 6, 2007

Mr. Jose Ramirez, Jr.
PO Box 68
Penitas, Texas 78578

Re: C-05-401-12-20 "Penitas Landfill"

Dear Mr. Ramirez:

Commissioners' Court will take applicable action (Tuesday, December 11, 2007) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is of January 2, 2008. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, December 7, 2007, 5:00 p.m., via facsimile to (956) 956-318-2629.

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

cc:

The Honorable Joe Flores, Commissioner Precinct No. 3

AI-6947

16.D.2.

**Joe Williamson Requesting for Payment Application No. 8 & 9;
including Change Order No. 1**

CC REGULAR

Date: 12/11/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

A. Requesting approval of Change Order No. 1(extension of date of Substantial Completion only) in connection with "Construction of Precinct No. 3 Motor Pool Building" from Joe Williamson Construction Co., Inc., as recommended by project engineer Hinojosa Engineering, and with authority for County Judge to execute document with no impact on total contract amount;

B. Approval of request for Payment Application No. 8 (Final) in the amount of \$2,478.55 and Payment Application No. 9 (Retainage) in the amount of \$11,500.00, from Joe Williamson Construction Co., Inc., contracted vendor for "Construction of Precinct No. 3 Motor Pool Building" and certified for payment by project engineer Hinojosa Engineering ; C-06-181-07-25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1203-431-00-123-005-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available in PO #571206 \$2,609.00 as of 12-6-07 for Joe Williamson Construction, Inc.

FISCAL YEAR: 2007

ACCT. #: 7-1203-206-00-000-002-0-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Retainage Balance as of 12-7-07 \$11,369.55. Difference of \$130.45 to be added to retainage acct from the expense acct (acct #7-431-00-123-005-0-720) in order for payment of retainage to be processed at \$11,500.00 as per Rocio Villarreal from Purchasing Dept.

Attachments

Link: Change Order
No. 1

Link: [Revised Payments](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	12/06/2007 01:43 PM	APRV
2		Budget & Management	Damaris San Miguel	12/06/2007 01:56 PM	APRV
3		Ivan Cantu	Ivan Cantu	12/07/2007 03:07 PM	APRV
4		Auditor's Office	Joy Hsu	12/07/2007 05:11 PM	APRV
5		Ivan Cantu		12/07/2007 05:36 PM	NEW

Form Started By: Rocio Villarreal

Started On: 12/05/2007 05:22 PM

Final Approval Date: 12/07/2007

CHANGE ORDER

T O: OWNER ___ ENGINEER ___ CONTRACTOR ___

PROJECT : Motor Pool Building
Mi 7 Road (F.M. 2221)
Hidalgo County Precinct 3
Hidalgo County, Texas

CHANGE ORDER NUMBER: **ONE**

DATE ISSUED: December 3, 2007

OWNER: County of Hidalgo, Texas

TO CONTRACTOR: Joe Williamson Construction Company
P.O. Box 4352
McAllen, Tx 78502

CONTRACT DATE:

CONTRACT FOR: General Construction

The Construction Contract is hereby changed as follows:

The Contractor's construction time is hereby extended to the date of Substantial Completion, which is, July 12, 2007. Time extension is based on the time required for the completion of the electric utility company service installations.

There is no change in the Construction Contract Amount.

ENGINEER

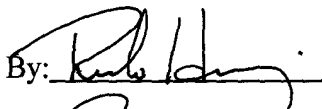
Hinojosa Engineering, Inc.
108 W. 8th Street
Mission TX 78572

CONTRACTOR

Joe Williamson Construction Co.
P.O. Box 4352
McAllen, TX 78502

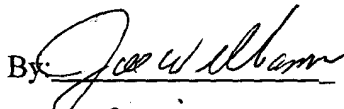
OWNER

County of Hidalgo
100 E. Cano, 2nd Floor
Edinburg, TX 78539

By: 

Title: PRESIDENT

Date: 12-04-07

By: 

Title: President

Date: 12/4/07

By: _____

Title: _____

Date: _____

ATTEST:

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: COUNTY OF HIDALGO PROJECT: MOTOR POOL BLDG. HWY. 107
 100 E. CANO, 4TH FLOOR #C-06-181-06-21-jmt
 EDINBURG, TEXAS 78539 P.O. #571206
 FROM CONTRACTOR: VIA ARCHITECT:
 JOE WILLIAMSON CONSTRUCTION CO., INC. HINOJOSA ENGINEERING
 P.O. BOX 4352 108 W. 18TH STREET
 MCALLEN, TEXAS 78502-4352 MISSION, TEXAS 78572
 CONTRACT FOR: MOTOR POOL BUILDING

APPLICATION NO: EIGHT
 PERIOD TO: 10/29/2007
 PROJECT NOS: 2204
 CONTRACT DATE: 6/26/2006

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 230,000.00
2. Net change by Change Orders \$
3. CONTRACT SUM TO DATE (Line 1+2) \$ 230,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G) \$ 230,000.00
5. RETAINAGE:
 - a. 5 % of Completed Work \$ 11,500.00
 (Column D + E)
 - b. 5 % of Stored Material \$
 - (Column F)
 - Total Retainage (Lines 5a + 5b or Total in Column I) \$ 11,500.00
6. TOTAL EARNED LESS RETAINAGE \$ 218,500.00
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 216,021.45
8. CURRENT PAYMENT DUE \$ 2,478.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less line 6) \$ 11,500.00

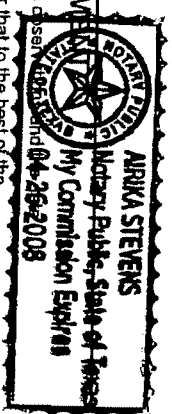
CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner			
Total approved this Month			
TOTALS			
NET CHANGES by Change Order			

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: JOE WILLIAMSON CONSTRUCTION CO., INC

By: *[Signature]* Date: 12/07/07

State of: Texas
 County of: Hidalgo
 Subscribed and sworn to before me this 7th day of December, 07
 Notary Public: *[Signature]*
 My Commission expires: 12/06/08



ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observation and 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 \$

(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 to the amount certified.)
 ARCHITECT: _____

By: _____ Date: _____
 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.

CONTINUATION SHEET

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: EIGHT
APPLICATION DATE: 10/29/2007
PERIOD TO: 10/29/2007
PROJECT NO: 2204
PAGE TWO OF THREE PAGES

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
100	GENERAL CONDITIONS	33,545.00	33,545.00			33,545.00	100.00		1,677.25
141	Betterment Allowance	3,000.00	2,891.00	109.00		3,000.00	100.00		150.00
200	SITEWORK DIV. #2								
203	Building Pad and Fill	20,000.00	20,000.00			20,000.00	100.00		1,000.00
300	CONCRETE DIV. #3								
301	Slab	34,122.00	34,122.00			34,122.00	100.00		1,706.10
400	MASONRY DIV. #4								
401	Concrete Block	1,620.00	1,620.00			1,620.00	100.00		81.00
500	METALS DIV. #5								
503	Miscellaneous Steel	1,863.00	1,863.00			1,863.00	100.00		93.15
600	CARPENTRY DIV. #6								
603	Millwork	1,400.00	1,400.00			1,400.00	100.00		70.00
606	Lumber / Nails	1,080.00	1,080.00			1,080.00	100.00		54.00
700	MOISTURE PROTECTION								
708	Caulk and Sealant	540.00	540.00			540.00	100.00		27.00
800	GLASS / DOORS / WINDOWS								
801	Metal Doors and Frames	365.00	365.00			365.00	100.00		18.25
802	Wood Doors and Frames	1,370.00	1,370.00			1,370.00	100.00		68.50
807	Finish Hardware	2,860.00	2,860.00			2,860.00	100.00		143.00
811	Aluminum / Glass Doors	1,670.00	1,670.00			1,670.00	100.00		83.50
812	Overhead Doors	14,230.00	14,230.00			14,230.00	100.00		711.50
900	FINISHES DIV. #9								
902	Gypsum Drywall	7,365.00	7,365.00			7,365.00	100.00		368.25
908	Paint	5,200.00	5,200.00			5,200.00	100.00		260.00
911	V. C. T. Floors	1,390.00	1,390.00			1,390.00	100.00		69.50
917	Ceramic Tiles	815.00	815.00			815.00	100.00		40.75
1000	SPECIAL TIES DIV. #10								
1001	Fire Extinguishers	1,745.00	1,745.00			1,745.00	100.00		87.25
1004	Bath Accessories	185.00	185.00			185.00	100.00		9.25
1015	Letters	155.00	155.00			155.00	100.00		7.75
1300	SPECIAL CONSTRUCTION								
1303	Prefab Structures	42,810.00	42,810.00			42,810.00	100.00		2,140.50
1500	MECHANICAL DIV. #15								
1501	Plumbing	22,150.00	22,150.00			22,150.00	100.00		1,107.50
1503	Plumbing Allowance	1,000.00		1,000.00		1,000.00	100.00		50.00
1506	H. V. A. C.	6,920.00	6,920.00			6,920.00	100.00		346.00
1507	Mechanical Allowance	1,000.00	1,000.00			1,000.00	100.00		50.00
1508	Fire Suppression and Alarm	1,500.00		1,500.00		1,500.00	100.00		75.00
	SUBTOTAL THIS PAGE	209,900.00	207,291.00	2,609.00		209,900.00	100.00		10,495.00

PAGE THREE OF THREE PAGES

[illegible]

PAGE NINE OF THREE PAGES

[illegible]

AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 8
THE STATE OF TEXAS COUNTY OF HIDALGO

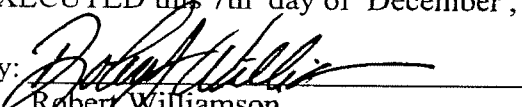
PROJECT: Motor Pool Building

BEFORE ME, the undersigned authority, on this day personally appeared, **Robert 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 7th day of December, 2007.

By:

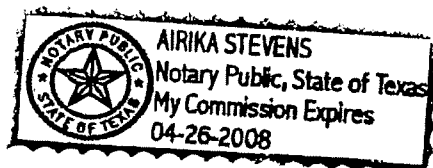

Robert Williamson

Vice-President

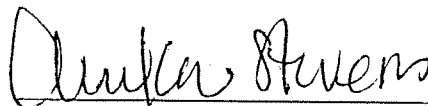
Joe Williamson Construction Co.

Subscribed and Sworn to before me by the said **Vice-President of Joe Williamson Construction Co.** this 7th day of December, 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



PAYMENTS AND COMPLETION

"This is to confirm that we have reviewed the application for payment no. Eight (8) submitted by Joe Williamson Construction Co., the Contractor, for work performed for Motor Pool Building and that we approve, without reservation, of the payment of the requested finds to the contractor by Hidalgo County."

Signature of Surety:

Cari Bell

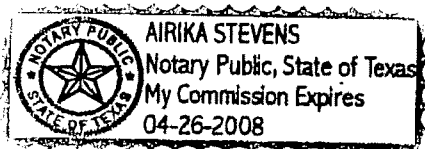
Cari Bell

La Paz Insurance Agency

Acknowledgement

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

Airika Stevens on the 7th day of December, 2007.



Airika Stevens
Notary Public for the State of Texas

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF THREE PAGES

TO OWNER: COUNTY OF HIDALGO PROJECT: MOTOR POOL BLDG. HWY. 107
 100 E. CANO, 4TH FLOOR #C-06-181-06-21-jmt
 EDINBURG, TEXAS 78539 P.O. #571206

FROM CONTRACTOR: VIA ARCHITECT:
 JOE WILLIAMSON CONSTRUCTION CO., INC. HINOJOSA ENGINEERING
 P.O. BOX 4352 108 W. 18TH STREET
 MCALLEN, TEXAS 78502-4352 MISSION, TEXAS 78572
 CONTRACT FOR: MOTOR POOL BUILDING

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 230,000.00

2. Net change by Change Orders \$

3. CONTRACT SUM TO DATE (Line 1+2) \$ 230,000.00

4. TOTAL COMPLETED & STORED TO DATE \$ 230,000.00
 (Column G)

5. RETAINAGE:

a. % of Completed Work \$

(Column D + E)

b. % of Stored Material \$

(Column F)

Total Retainage (Lines 5a + 5b or Total in Column I) \$

6. TOTAL EARNED LESS RETAINAGE \$ 230,000.00
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 218,500.00
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 11,500.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$

(Line 3 less line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved			
in previous months by Owner			
Total approved this Month			
TOTALS			
NET CHANGES by Change Order			

APPLICATION NO: NINE
 PERIOD TO: 10/29/2007
 PROJECT NOS: 2204
 CONTRACT DATE: 6/26/2006

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

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: JOE WILLIAMSON CONSTRUCTION CO., INC

By:

Date: 12/07/07

State of:

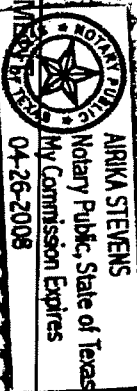
County of:

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT



In accordance with the Contract Documents, based on on-site observations and the data comprising the 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

\$

(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 to the amount certified.)

ARCHITECT:

By:

Date:

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.

CONTINUATION SHEET

PAGE TWO OF THREE PAGES

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

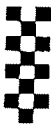
APPLICATION NO: NINE
APPLICATION DATE: 10/29/2007
PERIOD TO: 10/29/2007
PROJECT NO: 2204

In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
100	GENERAL CONDITIONS	33,545.00	33,545.00			33,545.00	100.00		
141	Bedement Allowance	3,000.00	3,000.00			3,000.00	100.00		
200	SITEWORK DIV. #2								
203	Building Pad and Fill	20,000.00	20,000.00			20,000.00	100.00		
300	CONCRETE DIV. #3								
301	Slab	34,122.00	34,122.00			34,122.00	100.00		
400	MASONRY DIV. #4								
401	Concrete Block	1,620.00	1,620.00			1,620.00	100.00		
500	METALS DIV. #5								
503	Miscellaneous Steel	1,863.00	1,863.00			1,863.00	100.00		
600	CARPENTRY DIV. #6								
603	Millwork	1,400.00	1,400.00			1,400.00	100.00		
606	Lumber / Nails	1,080.00	1,080.00			1,080.00	100.00		
700	MOISTURE PROTECTION								
708	Cauk and Sealant	540.00	540.00			540.00	100.00		
800	GLASS / DOORS / WINDOWS								
801	Metal Doors and Frames	365.00	365.00			365.00	100.00		
802	Wood Doors and Frames	1,370.00	1,370.00			1,370.00	100.00		
807	Finish Hardware	2,860.00	2,860.00			2,860.00	100.00		
811	Aluminum / Glass Doors	1,670.00	1,670.00			1,670.00	100.00		
812	Overhead Doors	14,230.00	14,230.00			14,230.00	100.00		
900	FINISHES DIV. #9								
902	Gypsum Drywall	7,365.00	7,365.00			7,365.00	100.00		
908	Paint	5,200.00	5,200.00			5,200.00	100.00		
911	V. C. T. Floors	1,390.00	1,390.00			1,390.00	100.00		
917	Ceramic Tiles	815.00	815.00			815.00	100.00		
1000	SPECIALTIES DIV. #10								
1001	Fire Extinguishers	1,745.00	1,745.00			1,745.00	100.00		
1004	Bath Accessories	185.00	185.00			185.00	100.00		
1015	Letters	155.00	155.00			155.00	100.00		
1300	SPECIAL CONSTRUCTION								
1303	Prefab Structures	42,810.00	42,810.00			42,810.00	100.00		
1500	MECHANICAL DIV. #15								
1501	Plumbing	22,150.00	22,150.00			22,150.00	100.00		
1503	Plumbing Allowance	1,000.00	1,000.00			1,000.00	100.00		
1506	H. V. A. C.	6,920.00	6,920.00			6,920.00	100.00		
1507	Mechanical Allowance	1,000.00	1,000.00			1,000.00	100.00		
1508	Fire Suppression and Alarm	1,500.00	1,500.00			1,500.00	100.00		
	SUBTOTAL THIS PAGE	209,900.00	209,900.00			209,900.00	100.00		

Use Column I on Contracts where variable retainage for line items may apply.

[illegible]



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 Motor Pool Building and that we approve, without reservation, of the payment of the requested finds 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 7th day of December, 2007.



Airika Stevens
Notary Public for the State of Texas

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

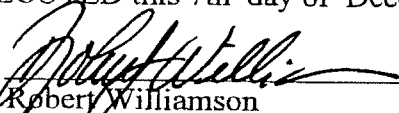
PROJECT: Motor Pool Building

BEFORE ME, the undersigned authority, on this day personally appeared, **Robert 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 7th day of December, 2007.

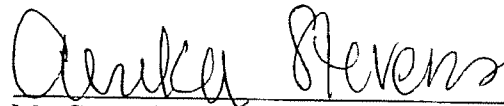
By:

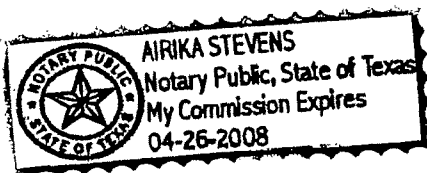

Robert Williamson
Vice-President
Joe Williamson Construction Co.

Subscribed and Sworn to before me by the said **Vice-President of Joe Williamson Construction Co.** this 7th day of December, 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



AI-6857

16.E.1.

Mailing Services

CC REGULAR

Date: 12/11/2007

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Recommending award of bid and approval of contract (subject to legal review) to sole bidder meeting all specifications and/or requirements as attached hereto for "Hidalgo County-Mailing Services" (Bid No. 2007-115-11-28-SMA)

BACKGROUND

See attached Bid Tabulation Sheet, Draft Contract and Department's Recommendation Letter.

If approved, contract term will be from January 1, 2008 to December 31, 2008.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-419-60-115-026-0-350

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 12-6-07 \$4,417.90

Attachments

Link: [Tab Sheet Draft contract and recomb ltr](#)

Link: [Price Comparison](#)

Link: [Participation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	12/06/2007 11:21 AM	APRV
2	Budget & Management	Damaris San Miguel	12/06/2007 11:32 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/06/2007 11:46 AM	APRV
4	Auditor's Office	Arcilia Duran	12/07/2007 11:48 AM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 01:26 PM	APRV
Form Started By: Sandra Montalvo			Started On: 12/04/2007 11:58 AM	

Final Approval Date: 12/07/2007

HIDALGO COUNTY PURCHASING DEPARTMENT TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: NOVEMBER 28, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID:

“MAILING SERVICES”

BID NO. 2007-115-11-28-SMA

BUYER: SANDRA MONTALVO

	COMPANY NAME:	
	UPPER VALLEY MAIL SERVICES 1418 Beech #109 McAllen Texas 78501	
DESCRIPTION	PICK UP AND DELIVERY	BAR CODING FOR 2008
Price per Letter Picked Up:	-0-	\$0.055
Price per Package Picked Up:	-0-	-0-
Price per Bulk Picked Up:	-0-	\$.055
Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):		
Price per Post Card Picked Up:	-0-	\$0.03
Price per Federal Express Picked Up:	-0-	-0-
Price per Lone Star Overnight Picked Up:	-0-	-0-
Price per UPS Package Picked Up:	-0-	-0-

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-115-00-00

THIS CONTRACT is made and entered into this __day of **December, 2007** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ a Texas Limited Liability Partnership . ("Company").

WHEREAS, Company responded to advertised notices for bids for **“Mailing Services”** (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 locations at **Hidalgo County**. This Contract does not extend to any

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_____ and ending on _____, and may be extended at the sole discretion of County for an additional one (1) year term under the same rates, terms and conditions, 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.

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**

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.

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

Approved by Commissioners' Court on _____.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Daniel Flores, Director
Hidalgo County Buildings and Grounds

FROM: Sandra Montalvo, Buyer *SM*
Hidalgo County Purchasing Department

DATE: November 28, 2007

RE: Request Recommendation for RFB 2007-115-11-28-SMA
HIDALGO COUNTY-"MAILING SERVICES"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the bid tabulation page, bid sign in sheet and a bid packet for your review and recommendation.

Please indicate below if you **DO** or **DO NOT** recommend accepting the sole response. If you have any concerns or recommendations, please indicate this in the space provided below.

Return your response to the Purchasing Department via fax to (956) 292-7612 by **Friday, November 30, 2007 5:00 pm**. If you have any questions or require additional information please do not hesitate to contact me. Thank you.

DO recommend accepting of response

DO NOT recommend accepting of response

BUDGET #: 8-1100-419-60-115-026-0-350

Recommendations/Concerns: _____

[Signature]
Authorized Signature

Daniel Flores
Printed Name

11/29/07
Date

HIDALGO COUNTY
“MAILING SERVICES”
BID NO. 2007-115-11-28-SMA

COMPARISON SHEET

MAILING SERVICES AND BAR CODING			
DESCRIPTION	UPPER VALLEY MAIL SERVICES 1418 Beech #109 McAllen Texas 78501		
	CURRENT for 2007	PROPOSED for 2008	Increase Percentage
Price per Letter Picked Up:	\$ 0.045	\$0.055	22.2%
Price per Package Picked Up:	-0-	-0-	-0-
Price per Bulk Picked Up:	\$ 0.045	\$0.055	22.2%
Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):			
Price per Post Card Picked Up:	\$ 0.024	\$0.03	25%
Price per Federal Express Picked Up:	-0-	-0-	-0-
Price per Lone Star Overnight Picked Up:	-0-	-0-	-0-
Price per UPS Package Picked Up:	-0-	-0-	-0-

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

RFB-RFP-RFQ

BID OPENING DATE: November 28, 2007 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY- MAILING SERVICES"

BID NO.: 2007-115-11-28-SMA

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.)UPPER VALLEY MAILING SERVICES	BLM	SANDRA MONTALVO	11/13/07	1418 BEECH STE-109 MCALLEN, TX 78501 956-668-7678 PATRICK HETTLER
2.) G T'S MAILING SERVICES	BLM	SANDRA MONTALVO	11/13/07	2708 N. 10 TH STREET MCALLEN, TX 78501 956- 682-1420
3.) MAILING SERVICES & MORE	BLM	SANDRA MONTALVO	11/13/07	1008 E. US HWY 83 MCALLEN, TX 78501 956-584-9679
4.) ASAP MAILING SVS & ETC.	BLM	SANDRDA MONTALVO	11/13/07	5500 MCCOLL- UNIT D MCALLEN, TX 78504 956-630-1188

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

AI-6931

16.E.2.

**Delta Lake Park Two (2) Restrooms ADA Upgrade Renovations Phase II
CC REGULAR**

Date: 12/11/2007

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Presentation for discussion, consideration and approval to award proposal(s) received through Hidalgo County's membership/participation with state, cooperative purchasing programs or interlocal awarded job order contractors or construction services contractors to Herrera & Hunt Inc. for the provision of all labor, materials and related accessories/appurtenances to include but not limited to the renovation of Delta Lake Park two (2) restrooms ADA compliant in an amount not to exceed \$47,340.00.

BACKGROUND

Attached please find a letter of recommendation from Daniel Flores B&G Director.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1334-452-00-220-029-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 12-6-07 \$52,689.74.

Acct. # 7-1334-452-00-220-029-0-452 to be used for proposed project as submitted by B & G.

Attachments

Link: 07-419

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/06/2007 08:09 AM	APRV
2	Budget & Management	Damaris San Miguel	12/06/2007 09:56 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/06/2007 01:41 PM	APRV
4	Auditor's Office	Arcilia Duran	12/07/2007 11:35 AM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 11:39 AM	APRV

Form Started By: Oscar Garza

Started On: 12/05/2007 04:42 PM

Final Approval Date: 12/07/2007



DANIEL FLORES
Director

BUILDING & GROUNDS
County Of Hidalgo

To: Oscar Garza, Buyer
Purchasing Department

From: Daniel Flores, Director 
Buildings and Grounds Department

Re: Delta Lake Restroom Renovations

Date: December 5, 2007

Please be informed after reviewing the proposals, Buildings & Grounds at this time is recommending "Herrera & Hunt" for the following project:

- Delta Lake Restroom Renovations

The account number used for this project is: 7-1334-452-00-220-029-0-452

Thank you for your prompt cooperation with this matter, if in need of additional information please contact me at direct ext. (956)289-7855.

cc:
Marty Salazar, Purchasing
Valde Guerra, Budget & Management

AI-6941

16.E.3.

**Landscaping and Related Services to County owned Properties New
Admin.& Shady Lawn
CC REGULAR**

Date: 12/11/2007

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Buildings &
Grounds

Information

CAPTION

Presentation for discussion, consideration and approval to award proposal (s) received (through Hidalgo Countys membership/participation with state, cooperative purchasing programs or interlocal awarded jobs or construction services vendors to Clean Air Solutions for the provision of all labor, materials and related accessories, including, but not limited to, landscaping services, for the properties fka, Shady Lawn Parking Lot and the New Administration Bldg. (as required by the City of Edinburg) as identified by project #07-349 in an amount not to exceed \$67,633.40.

BACKGROUND

Recommendation letter to award as provided by Daniel Flores B&G Director.

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1100-419-40-220-001-0-609

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Landscaping improvements to Shady Lawn parking lot are to funded through buildings and ground's general account. Available balance is \$74,642.16 as of 12/6/07.

FISCAL YEAR:

ACCT. #: 7-1301-415-00-120-007-0-739

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Parking lot improvements (ie: curb, gutters and cutouts for islands(as required by the city)) for the New Administration parking lot are to be funded through the capital outlay fund. Available balance is \$39,262.69 as of 12/6/07.

Landscaping is to funded through buildings and grounds general fund (as per JC at B&G).

Attachments

Link: #07-349-1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/06/2007 08:27 AM	APRV
2	Budget & Management	Damaris San Miguel	12/06/2007 09:34 AM	APRV
3	Dale Kennan	Dale Kennan	12/06/2007 02:12 PM	APRV
4	Auditor's Office	Arcilia Duran	12/07/2007 11:35 AM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 11:39 AM	APRV

Form Started By: Oscar Garza

Started On: 12/05/2007 04:59
PM

Final Approval Date: 12/07/2007



DANIEL FLORES
Director

BUILDING & GROUNDS
County Of Hidalgo

To: Oscar Garza, Buyer
Purchasing Department

From: Daniel Flores, Director 
Buildings and Grounds Department

Re: Landscaping

Date: November 28, 2007

Please be informed after reviewing the proposals, Buildings & Grounds at this time is recommending "Clean Air Solutions" for the following project:

- New Administration Building Landscaping
The account number used for this project is: 7-1301-415-00-120-007-0-739

- Shady Lawn Landscaping
The account number used for this project is: 7-1100-419-40-220-001-0-609

Thank you for your prompt cooperation with this matter, if in need of additional information please contact me at direct ext. (956)289-7855.

cc:
Marty Salazar, Purchasing
Valde Guerra, Budget & Management

AI-6871

16.F.1.

Standing Item

CC REGULAR

Date: 12/11/2007

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Co. Wide

Information

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

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/04/2007 02:40 PM	APRV
2	Auditor's Office	Arcilia Duran	12/06/2007 10:57 AM	APRV
3	Purchasing Department (Originator)	Nielda Cavazos	12/06/2007 11:21 AM	APRV
4	Court Administrator	Monica Badillo	12/06/2007 11:24 AM	APRV

Form Started By: Nielda Cavazos

Started On: 12/04/2007 02:38 PM

Final Approval Date: 12/06/2007

AI-6905
BCAP PRECINCT NO 2
CC REGULAR

16.G.1.

Date: 12/11/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.2

Information

CAPTION

A. Presentation for consideration, discussion acceptance and approval of Change Order No 2 for Country Living Subdivision C-CAP-07-009-03-13 for material and work adjustments in the amount of \$6,740.80 (decrease) project engineer is R. Gutierrez Engineering Corporation, and contractor is IOC Construction, a Border Colonia Access Program Project(s).

B. Presentation for discussion, consideration, acceptance and approval of Application for Payment No Final & Retainage Release in the amount of \$2,623.50 and \$22,291.69, from IOC Company, contracted vendor for Country Living Estates No 1 Subdivision submitted by project engineer R. Gutierrez Engineering Corporation. C-CAP-07-009-03-13

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1311-431-00-122-199-1-733/841

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

DECREASE

FISCAL YEAR:

ACCT. #: 7-1311-206-00-000-006-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR:

ACCT. #: 7-1202-126-30-000-011-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 12/07/07 \$ 5,000.00. Additional funding for retainage payment available in PO # 585172.

Attachments

Link: [change order](#)

Link: FINAL AND
RETAINAGE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/06/2007 07:43 AM	APRV
2	Budget & Management	Damaris San Miguel	12/06/2007 09:27 AM	APRV
3	Erika Reyna	Erika Reyna	12/07/2007 04:58 PM	APRV
4	Auditor's Office	Arcilia Duran	12/07/2007 04:59 PM	APRV
5	Erika Reyna	Erika Reyna	12/07/2007 05:01 PM	APRV
6	Court Administrator	Monica Badillo	12/07/2007 05:15 PM	APRV

Form Started By: Laura Moya

Started On: 12/05/2007 12:46
PM

Final Approval Date: 12/07/2007

Laura

Agenda 6906

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, December 05, 2007 11:43 AM
To: Laura Moya
Cc: Rossana Schettino; Yoli Cisneros; Charlie
Subject: agenda item change order 2 country living estates

Please place this item on the agenda.

Thanks,

Agapito Vargas Jr.; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

12/5/2007



Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director 

DATE: 5 December 2007

Subject: Change Order No. 2 Country Living Estates No.1 Subdivision

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 11th December 2007.

Precinct No.2 is requesting approval of Change Order No.2 decreasing the Contract amount from \$265,110.71 to \$222,916.91 for a net decrease of (\$6,740.80). Approval will be subject to concurrence from TXDOT.

Account No. 7-1311-431-00-122-199-1-733 & ~~734~~.

Please verify that the contract amounts and account numbers are correct.

If you have any questions, please advice.

Thanks,

memo purchasing reg agenda item app of change order 2 country living est

CHANGE ORDER NUMBER TWO (2)

PROJECT: COUNTRY LIVING ESTATES No.1 SUBDIVISION

DATE OF ISSUANCE: November 9, 2007 EFFECTIVE DATE: November 9, 2007

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-CAP-07-009-03-13

CONTRACTOR: IOC Construction
P.O. Box 4737
Edinburg, TX 78540

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

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

Description:

1. 164 ITEM Cell fiber seeding (Temp)(Warm)
2. 164 ITEM Cell fiber seeding (Temp)(Cool)
3. 5010 ITEM Construction Exits TY II (Install) and (Remove)

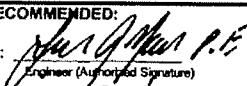
Reason for Change Order:

1. Temporary Warm Cell fiber seeding was never applied
2. Temporary Cool Cell fiber seeding was never applied
3. Construction Exits TY II were never installed during the construction time frame

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 285,110.71		Substantial Completion: 105	
		calendar days or dates	
Net Changes from previous Change Order		Net change from previous Change Orders	
\$ (35,453.00)		0	
		calendar days	
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 229,657.71		Substantial Completion: 105	
		calendar days or dates	
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$ (8,740.80)		0	
		calendar days	
Contract Price with all approved Change Orders	Net % Increase (decrease) from original contract price.	Contract Time with all approved Change Orders	
\$ 222,916.91	(15.90) %	Substantial Completion: 105	
		calendar days or dates	

RECOMMENDED:

By:  P.E.
Engineer (Authorized Signature)

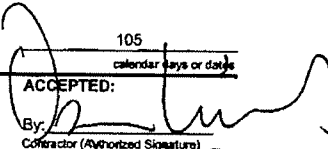
Date: 11/26/07

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 11/14/07

CHANGE ORDER NO.2 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
COUNTRY LIVING ESTATES No.1 SUBDIVISION
BID NUMBER: CAP-07-009-03-13

Item Number	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2
(905) ROADWAY											
110	4,621.00	4,621.00	4,621.00	CY	Excavation	\$ 5.95	\$ 5.95	\$ 27,494.95	0.00	27,494.95	0.00
132	493.00	493.00	493.00	CY	Embankment	\$ 7.00	\$ 7.00	\$ 3,451.00	0.00	3,451.00	0.00
164	3,163.00	3,163.00	0.00	SY	Cell Fiber Seeding (Temp)(Warm)	\$ 0.80	\$ 0.80	\$ 2,530.40	0.00	2,530.40	(2,530.40)
164	3,163.00	3,163.00	0.00	SY	Cell Fiber Seeding (Temp)(Cool)	\$ 0.80	\$ 0.80	\$ 2,530.40	0.00	2,530.40	(2,530.40)
164	6,326.00	6,326.00	0.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay)	\$ 0.80	\$ 0.80	\$ 5,060.80	0.00	5,060.80	0.00
166	0.080	0.080	0.080	TON	Fertilizer (16-8-8)	\$ 3,500.00	\$ 3,500.00	\$ 280.00	0.00	280.00	0.00
247	1,411.000	1,411.000	1,411.000	CY	Flexible Base (6") (Labor Only)	\$ 34.87	\$ 15.95	\$ 49,201.57	(26,696.12)	22,505.45	0.00
260	8,229.00	8,229.00	8,229.00	SY	Lime Treated Base (6")	\$ 2.75	\$ 2.75	\$ 22,629.75	0.00	22,629.75	0.00
260	23.80	23.80	23.80	TON	Lime (Ty A or B)	\$ 150.00	\$ 150.00	\$ 3,570.00	0.00	3,570.00	0.00
310	1,442.20	1,442.20	1,442.20	GAL	Prime Coat (MC-30)	\$ 3.75	\$ 3.75	\$ 5,408.25	0.00	5,408.25	0.00
310	183.40	183.40	183.40	GAL	Prime Coat (MC-30)(Driveways)	\$ 3.75	\$ 3.75	\$ 687.75	0.00	687.75	0.00
340	617.00	617.00	617.00	TON	Asph. Conc. Pav. Ty "D" (1") Driveway	\$ 84.33	\$ 84.33	\$ 52,031.61	0.00	52,031.61	0.00
340	50.90	50.90	50.90	TON	Asph. Conc. Pav. Ty "D"	\$ 100.00	\$ 100.00	\$ 5,090.00	0.00	5,090.00	0.00
502	2.00	2.00	2.00	MFO	Barriades, Signs & Traffic Handling	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00	0.00	8,000.00	0.00
529	4,578.00	4,578.00	4,578.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	\$ 7.98	\$ 7.98	\$ 36,532.44	0.00	36,532.44	0.00
530	386.60	386.60	386.60	SY	Driveways (CONCRETE)	\$ 25.00	\$ 25.00	\$ 9,665.00	0.00	9,665.00	0.00
530	68.30	68.30	68.30	CY	Driveways (TY PRB-1)(Flexbase)(4")	\$ 40.00	\$ 40.00	\$ 2,732.00	0.00	2,732.00	0.00
644	4.00	4.00	4.00	EA	Small Rd Sid Sign Assm (Ty A)	\$ 500.00	\$ 500.00	\$ 2,000.00	0.00	2,000.00	0.00
5010	84.00	84.00	0.00	SY	Construction Exits (Ty D)(Install)	\$ 13.00	\$ 13.00	\$ 1,092.00	0.00	1,092.00	(1,092.00)
5010	84.00	84.00	0.00	SY	Construction Exits (Ty D)(Remove)	\$ 7.00	\$ 7.00	\$ 588.00	0.00	588.00	(588.00)
5249	96.00	96.00	96.00	LF	Temp Sediment Control Fence (Install)	\$ 3.75	\$ 3.75	\$ 360.00	0.00	360.00	0.00
Total Roadway :								\$ 240,935.92	\$ (26,696.12)	\$ 214,239.80	\$ (6,740.80)
(906) DRAINAGE											
402	332.00	277.00	277.00	LF	Trench Excavation Protection	\$ 2.50	\$ 2.50	\$ 830.00	(137.50)	692.50	0.00
464	140.00	0.00	0.00	LF	RCP (CLID)(18")	\$ 36.75	\$ 36.75	\$ 5,145.00	(5,145.00)	0.00	0.00
464	163.00	277.00	277.00	LF	RCP (CLID)(24")	\$ 42.33	\$ 42.33	\$ 6,899.79	4,825.62	11,725.41	0.00
465	2.00	0.00	0.00	EA	Inlet (Ty A)	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	(5,000.00)	0.00	0.00
465	2.00	2.00	2.00	EA	Manhole (Ty A)	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	0.00	3,000.00	0.00
467	4.00	0.00	0.00	EA	Safety End Treatment (6:1)	\$ 825.00	\$ 825.00	\$ 3,300.00	(3,300.00)	0.00	0.00
Total Drainage :								\$ 24,174.79	\$ (8,756.88)	\$ 15,417.91	\$ -
TOTAL BASE AMOUNTS:								\$ 265,110.71	\$ (35,453.00)	\$ 229,657.71	\$ (6,740.80)

PO Number 585172 Vendor No 330205
 PO Date 05-15-2007 Vendor Name IOC COMPANY, LLC
 Requisition No 00110432 Address 2516 FATIMA, #2
 Owner YCISNEROS EDINBURG, TX 78541
 PO Type

PO Total 179,657.71
 Payment Total 170,001.91

Detail	Header	Payment Info	Journals			
Quantity						
Line No.	Ordered	Received	Description	Unit Price	Amount	
1	1		ROAD CONSTRUCTION OF COUNTRY LIVING ESTATES I SUBDIVISION		.00	
2	1		ROADWAY CONSTRUCTION	116,520.260	116,520.26	
3	1		DRAINAGE CONSTRUCTION	43,096.540	43,096.54	
4	1	0	08/28/07 P.O. INCREASE B#8050	5,000.000	5,000.00	
5	1	0	10/10/07 P.O. INCREASE B#8598	15,040.910	15,040.91	
Total					179,657.71	
Account Number				Description	Amount	Amount Liq
7-1311-431-00-122-199-1-841				COUNTRY LIVING ESTATES-AID TO GOVT AG	136,561.17	136,561.17
7-1311-431-00-122-199-1-733				COUNTRY LIVING ESTATES-DRAINAGE DITCH	43,096.54	33,440.74

Account Year 7

Accounting Period 13

Period

YTD

191353

pq 10 -1 1 1

Account No 7-1311-431-00-122-199-1-733

Description COUNTRY LIVING ESTATES-DRAINAGE DITCHES

Summary

Budgets

Open Encumbrances

Encumbrance Detail

All Encumbrances

Payments

Unpos

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	.00	43,096.54	.00	.00	43,096.54
05	.00	29,130.06	43,096.54	.00	29,130.06
07	.00	.00	15,417.91-	15,417.91	29,130.06
08	.00	.00	10,755.33-	10,755.33	29,130.06
10	.00	.00	7,267.50-	7,267.50	29,130.06
YTD	.00	72,226.60	9,655.80	33,440.74	29,130.06
PRE	.00	.00	.00	.00	.00
TOT	.00	72,226.60	9,655.80	33,440.74	29,130.06

Account Year 7

Accounting Period 13

Period

YTD

191352

pq 10 - 1 1 1

Account No 7-1311-431-00-122-199-1-841

Description COUNTRY LIVING ESTATES-AID TO GOVT AGENC

Summary

Budgets

Open Encumbrances

Encumbrance Detail

All Encumbrances

Payments

Unpos

< > >> <<

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	.00	116,520.26	.00	.00	116,520.26
05	.00	35,785.44	116,520.26	.00	35,785.44
07	.00	.00	46,198.68-	46,198.68	35,785.44
08	.00	.00	65,321.58-	70,321.58	30,785.44
10	.00	5,644.35	5,000.00-	20,040.91	21,388.88
YTD	.00	157,950.05	.00	136,561.17	21,388.88
PRE	.00	.00	.00	.00	.00
TOT	.00	157,950.05	.00	136,561.17	21,388.88

Laura

Agenda 6905 #2

From: yoli [yolanda.cisneros@co.hidalgo.tx.us]

Sent: Wednesday, December 05, 2007 1:40 PM

To: laura.moya@co.hidalgo.tx.us

Cc: agapito.vargas@co.hidalgo.tx.us; carlos.contreras@co.hidalgo.tx.us

Subject: Request Agenda Items

Please place these items for next week agenda meeting
The p.o. # 592005 is for South Fork Estates
Account #7-1311-431-00-122-683-0-841.
Thanks

12/5/2007

APPLICATION FOR PAYMENT NO. RETAINAGE RELEASE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: IOC Company (CONTRACTOR)
 Contract: C-CAP-07-009-03-13
 Project: Country Living Estates No.1 Subdivision Paving Improvements
 OWNER's Contract No. C-CAP-07-009-03-13 ENGINEER's Project No. ENG05.012C
 For Work accomplished through the date of: 11/13/2007

1. Original Contract Price:	\$	285,110.71
2. Net change by Change Orders and Written Agreements (+ or -):	\$	(42,193.80)
3. Current Contract Price (1 plus 2):	\$	222,916.91
4. Total completed and stored to date:	\$	222,916.91
5. Retainage (per Agreement):		
<u>0</u> % of completed Work:	\$	-
<u> </u> % of stored material:	\$	-
Total Retainage:	\$	-
6. Total completed and stored to date less retainage (4 minus 5):		222,916.91
7. Less previous Application for Payments:		(200,625.22)
8. Balance to Finish:		-
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		22,291.69

585172
7-1311-206-00-000-006-0-000
Req. #110432

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 RETAINAGE RELEASE 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 13-Nov-07

IOC Company

CONTRACTOR

By:

State of Texas

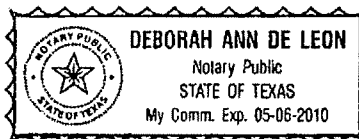
County of Hidalgo

Subscribed and sworn to before me this 20th
day of November, 2007

Deborah Ann De Leon

Notary Public

My Commission expires: 5-6-2010



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 13-Nov-07

R. GUTIERREZ ENGINEERING CORPORATION

ENGINEER

By:

INVOICE RECEIVED BY:

ON 12/5/07

GOODS/SERVICES RECEIVED BY:

ON 12/5/07

APPLICATION FOR PAYMENT NO. FINAL

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: IOC Company (CONTRACTOR)
 Contract: C-CAP-07-009-03-13
 Project: Country Living Estates No.1 Subdivision Paving Improvements
 OWNER's Contract No. C-CAP-07-009-03-13 ENGINEER's Project No. ENG05.012C
 For Work accomplished through the date of: 11/13/2007

1. Original Contract Price:		\$ 265,110.71
2. Net change by Change Orders and Written Agreements (+ or -):		\$ (42,193.80)
3. Current Contract Price (1 plus 2):		\$ 222,916.91
4. Total completed and stored to date:		\$ 222,916.91
5. Retainage (per Agreement):		
<u>10</u> % of completed Work:	\$ 22,291.69	
% of stored material:	\$ -	
Total Retainage:		\$ 22,291.69
6. Total completed and stored to date less retainage (4 minus 5):		\$ 200,625.22
7. Less previous Application for Payments:		\$ (198,001.72)
8. Balance to Finish:		\$ -
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$ 2,623.50

Accompanying Documentation:

Req. #110432

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 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 13-Nov-07

IOC Company

CONTRACTOR

By: Nancy Cuellar

State of Texas

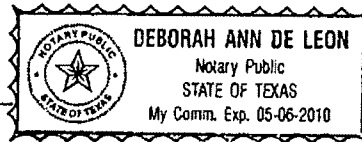
County of Hidalgo

Subscribed and sworn to before me this 20th
 day of November, 2007

Deborah Ann De Leon

Notary Public

My Commission expires: 5-6-2010



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 13-Nov-07

R. GUTIERREZ ENGINEERING CORPORATION

ENGINEER

By: John P. Gutierrez P.E.

INVOICE RECEIVED BY:

GOODS/SERVICES RECEIVED BY:

Agustin Vargas ON 12/05/07
12/05/07

Account Year 7

Accounting Period 13

Period

YTD

199267

pq 10 0 0 -1

Account No 7-1311-206-00-000-006-0-000

Description RETAINAGE PAYABLE-IOC COMPANY-PCT2

Summary

Budgets

Open Encumbrances

Encumbrance Detail

All Encumbrances

Payments

Unpos

◀ ▶

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
07	.00	.00	.00	6,161.66	6,161.66-
08	.00	.00	.00	8,107.69	14,269.35-
10	.00	.00	.00	2,730.84	17,000.19-
YTD	.00	.00	.00	17,000.19	17,000.19-
PRE	.00	.00	.00	.00	.00
TOT	.00	.00	.00	17,000.19	17,000.19-

AI-6845

16.H.1.

**Approval of Contract-Pct. 4-New Offices-Utilities Construction
CC REGULAR**

Date: 12/11/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP Pct.4

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of a construction contract with United Contracting, Inc. in connection with the, "Construction of Precinct No. 4 Offices-Utilities Improvements" (approved for negotiations on CC 11/20/07) with authority to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1301-419-40-124-034-0-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 12-6-07 \$19,925.00

FISCAL YEAR: 2007

ACCT. #: 7-1301-419-40-124-034-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 12-6-07 \$43,315.19. Total project amount as of per contract \$62,350.00.

Attachments

Link: United
Contracting Draft
Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		12/07/2007 05:16 PM	PEND
2	Budget & Management	Damaris San Miguel	12/06/2007 09:30 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/06/2007 10:07 AM	APRV
4	Auditor's Office	Joy Hsu	12/07/2007 05:04 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 05:15 PM	APRV

Form Started By: Rocio Villarreal

Started On: 12/04/2007 10:09
AM

Final Approval Date: 12/07/2007

**CONTRACT
CONSTRUCTION**

DRAFT

DRAFT

This Agreement, entered into this 26th day of November, 2007 by and between **Hidalgo County Precinct No. 4** (hereinafter called the "OWNER", acting herein through its **County Judge, Juan D. Salinas, III**, and **United Contracting, Inc.**, (a corporation) of **Mission**, Texas, County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County: "Construction of Precinct No.4 Offices-Utilities Improvements"

hereinafter called the project, for the sum of **(\$ 62,350.00) Sixty Two Thousand Three Hundred Fifty Dollars and No Cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Quintanilla, Headley and Associates, Inc.**, entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **150** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **\$ 250.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Contractor: Nemesio Sanchez
[Signature]

Name of Firm: United Contracting, Inc.

Address: 4616 N. Conway, Mission, Texas 78573

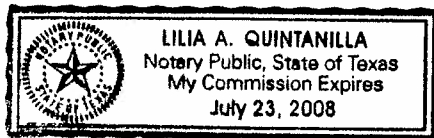
Fed. I.D. #/S.S. #: 74-2839076

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 26th day of November, 2007,

by President of and on behalf of United Contracting, Inc.
(title) (a corporation)



Lilia A. Quintanilla
Notary Public - Signature

ATTEST:

COUNTY OF HIDALGO

Arturo Guajardo, Jr.
County Clerk

Juan D. Salinas, III
County Judge

Approved as to Form:
Atlas & Hall, L.L.P.

By: _____

PROPOSAL

To: County of Hidalgo
2812 S.Business Hwy 281
Edinburg, Texas

Project: Hidalgo County "Construction of Precinct No. 4 Offices-Utilities Improvements"

Bid No. 2007-033G-11-07-MSS

Pursuant to Advertisement for Bids and Notice to Bidders, the undersigned bidder hereby proposes to furnish the plant, materials and equipment and to perform all the work for the described project in strict accordance with the plans, specifications, and addends. The Bidder binds himself upon acceptance of his proposal to execute a contract and bond according the accompanying forms, for performing and completing the said work within the time stated and maintaining same as required by the detailed specifications for the following prices, to wit;

Having become thorough familiar with the Contract Documents and the local conditions affecting the performance and cost of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby, proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed contract documents, all labor and materials, General Construction, Air Conditioning, Electrical and Plumbing for the following sum of money:

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>
<u>I. Water Distribution System (N.A.W.S.C.)</u>					
1.	340	L.F.	8" P.V.C. DR-18	<u>Eighteen Dollars and</u> <u>No Cents</u> <u>(\$ 18.00)</u> Dollars & Cents	<u>Six Thousand One Hundred</u> <u>Twenty Dollars and No Cents</u> <u>(\$ 6,120.00)</u> Dollars & Cents
2.	1	Ea.	8" Valve and Box	<u>Twelve Hundred Dollars</u> <u>And No Cents</u> <u>(\$ 1,200.00)</u> Dollars & Cents	<u>Twelve Hundred Dollars</u> <u>and No Cents</u> <u>(\$ 1,200.00)</u> Dollars & Cents
3.	1	Ea.	Remove Exist Fire Hydrant	<u>Nine Hundred Dollars</u> <u>And No Cents</u> <u>(\$ 900.00)</u> Dollars & Cents	<u>Nine Hundred Dollars</u> <u>and No Cents</u> <u>(\$ 900.00)</u> Dollars & Cents

4.	1	Ea.	8" x 6" M. J. Tee	<u>Three Hundred Fifty</u> <u>Dollars and No Cents</u> <u>(\$ 350.00)</u> Dollars & Cents	<u>Three Hundred Fifty</u> <u>Dollars and No Cents</u> <u>(\$ 350.00)</u> Dollars & Cents
5.	1	Ea.	6" Valve and Box	<u>Eight Hundred Dollars</u> <u>And No Cents</u> <u>(\$ 800.00)</u> Dollars & Cents	<u>Eight Hundred Dollars</u> <u>And No Cents</u> <u>(\$ 800.00)</u> Dollars & Cents
6.	1	Ea.	Fire Hydrant	<u>Twenty Four Hundred</u> <u>Dollars and No Cents.</u> <u>(\$2,400.00)</u> Dollars & Cents	<u>Twenty Four Hundred</u> <u>Dollars and No Cents.</u> <u>(\$ 2,400.00)</u> Dollars & Cents
7.	35	L.F.	16" P.V.C. Casing	<u>Forty-Eight Dollars</u> <u>And No Cents</u> <u>(\$ 48.00)</u> Dollars & Cents	<u>One Thousand Six</u> <u>Hundred Eighty Dollars</u> <u>and No Cents (\$1,680.00)</u> Dollars & Cents
8.	1	Ea.	8"x2" M.J. Tee	<u>Two Hundred Sixty Dollars</u> <u>And No Cents.</u> <u>(\$ 260.00)</u> Dollars & Cents	<u>Two Hundred Sixty Dollars</u> <u>And No Cents</u> <u>(\$ 260.00)</u> Dollars & Cents
9.	330	L.F.	2" P.V.C (Sch 40)	<u>Eight Dollars and No Cents</u> <u>(\$ 8.00)</u> Dollars & Cents	<u>Two Thousand Six Hundred</u> <u>Forty Dollars and No Cents</u> <u>(\$ 2,640.00)</u> Dollars & Cents
10.	1	Ea.	2" Valve & Box	<u>Four Hundred Dollars</u> <u>and No Cents</u> <u>(\$ 400.00)</u> Dollars & Cents	<u>Four Hundred Dollars</u> <u>and No Cents</u> <u>(\$ 400.00)</u> Dollars & Cents
11.	1	Ea.	2" Sectional Control Valve & Box	<u>Four Hundred Eighty</u> <u>Dollars and No Cents</u> <u>(\$ 480.00)</u> Dollars & Cents	<u>Four Hundred Eighty</u> <u>Dollars and No Cents</u> <u>(\$ 480.00)</u> Dollars & Cents
12.	1	Ea.	2" M.J. Tee	<u>Ninety Five Dollars</u> <u>And No Cents</u> <u>(\$ 95.00)</u> Dollars & Cents	<u>Ninety Five Dollars</u> <u>And No Cents</u> <u>(\$ 95.00)</u> Dollars & Cents
13.	2	Ea.	2" M.J. 90° Bend	<u>Two Hundred Forty</u> <u>Dollars and No Cents</u> <u>(\$240.00)</u> Dollars & Cents	<u>Two Hundred Forty</u> <u>Dollars and No Cents</u> <u>(\$240.00)</u> Dollars & Cents

14.	2	Ea.	2" M.J. 45° Bend	<u>One Hundred Twenty</u> <u>Dollars and No Cents</u> <u>(\$ 120.00)</u> Dollars & Cents	<u>Two Hundred Forty</u> <u>Dollars and No Cents</u> <u>(\$ 240.00)</u> Dollars & Cents
15.	1	Ea	2" Flush Valve	<u>Eight Hundred Fifty</u> <u>Dollars and No Cents.</u> <u>(\$850.00)</u> Dollars & Cents	<u>Eight Hundred Fifty</u> <u>Dollars and No Cents</u> <u>(\$ 850.00)</u> Dollars & Cents
16.	2	Ea.	Valve Markers	<u>Sixty Dollars and No Cents</u> <u>(\$ 60.00)</u> Dollars & Cents	<u>One Hundred Twenty</u> <u>Dollars and No Cents</u> <u>(\$ 120.00)</u> Dollars & Cents
17.	1	Ea.	2" M.J. Plug	<u>Eighty Dollars and</u> <u>No Cents</u> <u>(\$80.00)</u> Dollars & Cents	<u>Eighty Dollars and</u> <u>No Cents</u> <u>(\$ 80.00)</u> Dollars & Cents
18.	1	Ea.	2" Sensus Water Meter With Box (To be approved By N.A.W.S.C.)	<u>Twelve Hundred Dollars</u> <u>and No Cents</u> <u>(\$ 1,200.00)</u> Dollars & Cents	<u>Twelve Hundred Dollars</u> <u>and No Cents</u> <u>(\$ 1,200.00)</u> Dollars & Cents

Total Water Distribution System Improvements: **\$ 20,295.00**

II.Drainage Improvements

1.	140	L.F.	15" R.C.P.	<u>Twenty-Seven Dollars</u> <u>And No Cents</u> <u>(\$ 27.00)</u> Dollars & Cents	<u>Three Thousand Seven</u> <u>Hundred Eighty Dollars</u> <u>and No Cents (\$ 3,780.00)</u> Dollars & Cents
2.	10	L.F.	15" R.C.P. Bore & Install	<u>Two Hundred Ten Dollars</u> <u>and No Cents.</u> <u>(\$ 210.00)</u> Dollars & Cents	<u>Twenty-One Hundred</u> <u>Dollars and No Cents</u> <u>(\$ 2,100.00)</u> Dollars & Cents
3.	1.	Ea.	Type "A" Inlet	<u>Twenty-Six Hundred</u> <u>Dollars and No Cents.</u> <u>(\$ 2,600.00)</u> Dollars & Cents	<u>Twenty-Six Hundred</u> <u>Dollars and No Cents</u> <u>(\$ 2,600.00)</u> Dollars & Cents
4.	1	Ea.	Type "CC" Inlet	<u>Thirty-One Hundred</u> <u>And No Cents.</u> <u>(\$ 3,100.00)</u> Dollars & Cents	<u>Thirty-One Hundred</u> <u>And No Cents</u> <u>(\$ 3,100.00)</u> Dollars & Cents

5. 1. Ea. Tie Into Exist
Type "A" Inlet

Eight Hundred Fifty
Dollars and No Cents
(\$ 850.00)
Dollars & Cents

Eight Hundred Fifty
Dollars and No Cents
(\$ 850.00)
Dollars & Cents

6. 2000 C.Y. Detention Pond
Excavation

Two Dollars and
No Cents.
(\$ 2.00)
Dollars & Cents

Four Thousand Dollars
And No Cents.
(\$ 4,000.00)
Dollars & Cents

7. 1. L.S. Erosion Control

Four Thousand Five
Hundred Dollars and
No Cents. (\$ 4,500.00)
Dollars & Cents

Four Thousand Five
Hundred Dollars and
No Cents (\$ 4,500.00)
Dollars & Cents

8. 30 L.F. Cut & Repair
Exist Asphalt

Forty Dollars and No Cents
(\$ 40.00)
Dollars & Cents

Twelve Hundred Dollars
and No Cents
(\$ 1,200.00)
Dollars & Cents

III. Paving Improvements

Total Drainage Improvements: \$22,130.00

1. 1,350 L.F. Curb and Gutter

Seven Doilars
And Fifty Cents.
(\$ 7.50)
Dollars & Cents

Ten Thousand One Hundred
Twenty-Five Dollars
and No Cents(\$10,125.00)
Dollars & Cents

2. 200 L.F. 6.0' Valley Gutter

Forty Dollars and
No Cents.
(\$ 40.00)
Dollars & Cents

Eight Thousand Dollars
And No Cents
(\$ 8,00.00)
Dollars & Cents

3. 4 Ea. 3'.0 x 10.0' Concrete
Spill Way

Four Hundred Fifty
Dollars and No Cents
(\$ 450.00)
Dollars & Cents

Eighteen Hundred
Dollars and No Cents
(\$ 1,800.00)
Dollars & Cents

Total Paving Improvements: \$19,925.00

Total Bid: \$ \$62,350.00

Sixty Two Thousand Three Hundred Fifty Dollars and No Cents

Total In Words

The undersigned bidder agrees to furnish all materials as shown and specified with the plans and specifications.

The undersigned bidder agrees to complete the base proposal and any accepted alternates as specified in 150 calendar days.

The Owner shall have the right to accept or reject any or all Alternate Bid amounts.

Enclosed with the Proposal is a Cashier's Check or Certified check for 5% Bond (\$_____) Dollars, which it is agreed shall be collect and retained by the Owner as liquidated damages, in the event this proposal is accepted by the Owner within the number of days stated in advertisement for the reception of bids and the undersigned fails to execute the contract and the required bond with the Owner, under these conditions, hereof, said check or bonds shall be returned to the undersigned upon demand.

United Contracting, Inc.

Name of Firm

Memecio Sanchez

Signature

4616 N. Conway, Mission, Texas 78573

Address

ACORDTM CERTIFICATE OF LIABILITY INSURANCECERTIFICATE NO. / DATE
08/30/2007**PRODUCER**GLOBAL ASSURANCE, CORP
7550 I-H 10 WEST 14TH FL
SAN ANTONIO, TX 78229
210-877-5060

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGEINSURER A: HARTFORD UNDERWRITERS INSURANCE COMPANY
INSURER B:
INSURER C:
INSURER D:
INSURER E:**INSURED**SERVPRO OF TEXAS, LLC
12000 NETWORK BLVD, BLDG D, SUITE 400
SAN ANTONIO, TX 78249**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	6S6OUB-0351B15-3-03	01-12-07	01-12-08	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 LIMIT \$ LIMIT \$
	OTHER ☐				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONSOTHER WORK PLACES NOT SHOWN ABOVE: UNITED CONTRACTING, INC - 4616 N. CONWAY MISSION, TX 78573
PROJECT: HIDALGO COUNTY - CONSTRUCTION PRECINT NO. 4- OFFICE UTILITIES**CERTIFICATE HOLDER**

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATIONHIDALGO COUNTY PURCHASING DEPT
2812 S. BUSINESS HWY 281
EDINBURG, TX 78539
ATTN: MARTHA L. SALAZAR

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

B. Garcia

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE
11/27/2007

PRODUCER
Greater Texas Ins. Agency
512-250-5055
9809 Anderson Mill Rd
Austin TX 78750

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
United Contracting, Inc
4616 N. Conway
Mission TX 78574

INSURER A: OHIO CASUALTY INS CO
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	BLO53386532	08/08/2007	08/08/2008	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/DP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	BAA53386532	08/08/2007	08/08/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				WC STATU- TORY LIMITS ☐ OTH- ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POL CY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: Construction of Precinct No: 4 Offices- Utilities Improvements. Bid No: 2007-033G-11-07-MSS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Hidalgo County Purchasing Dept
att: Martha Salazar
2812 S. Business Hwy 281
Edinburg TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

AI-6882

16.I.1.

**HCSO-Extension-Contract No. C-05-377-12-20,C-05-377a-12-20,
C-05-191-12-06 & C-06-286-11-21**

CC REGULAR

Date: 12/11/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Sheriff's Office

Information

CAPTION

A. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extension as provided in current contract for: "Professional Medical Services" for the Hidalgo County Adult Detention Facility, under the same rates, terms and conditions with Dr. Marin Garza, M.D.- Effective: 01/01/08 - 12/31/08

B. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extension as provided in current contract for: "Professional Medical Services" for the Hidalgo County Adult Detention Facility, under the same rates, terms and conditions with Dr. Gumaro Garza, M.D.- Effective: 01/01/08 - 12/31/08

C. Requesting authority to exercise the first (1st) year of the additional three (3) one (1) year term extension as provided in current contract for: "Inmate Pay Telephone Services" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with Evercom Systems, Inc. a division of Securus Technologies- Effective: 12/06/07 - 12/05/08

D. Requesting authority to exercise the one (1) year option to extend as provided in the current contract for: "Repairs of Kitchen Equipment and Appliances" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with Hobart Corporation - Effective: 01/01/08 - 12/31/08

BACKGROUND

Letter of Extension-Dr. Marin Garza, M.D.

Letter of Extension-Dr. Gumaro Garza, M.D.

Letter of Extension-Evercom Systems, Inc. (Securus Technologies)

Letter of Extension-Hobart Corporation

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1100-423-21-280-002-0-331

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Items 1 & 2. Available balance is \$80,703.91 as of 12/6/07. Original 2007 budget was \$300,000.00 (presume similar funding in 2008).

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Item 3. Generates revenue for the jail commissary department (as per Virginia at the Sheriff's Office)

FISCAL YEAR:

ACCT. #: 7-1100-423-21-280-0020-432

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Item 4. Available balance is \$20,436.34 as of 12/6/07. Original 2007 budget was \$77,000.00 (presume similar funding in 2008).

Attachments

Link: [Approval by
HCSO on Extensions](#)

Link: [Extension-Dr.
Marin Garza-Prof
Physician Svc-HCSO](#)

Link: [Extension-Dr.
Gumaro Garza-Prof
Physician Svc-HCSO](#)

Link: [Extension-Evercom
Systems Inc-Inmate Pay
Telephone Svc-HCSO](#)

Link: [Extension-Hobart
Corp-HCSO](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/06/2007 11:46 AM	APRV
2	Budget & Management	Damaris San Miguel	12/06/2007 03:05 PM	APRV
3	Dale Kennan	Dale Kennan	12/06/2007 03:45 PM	APRV
4	Auditor's Office	Arcilia Duran	12/07/2007 02:42 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Letty Saenz

Started On: 12/04/2007 03:59 PM

Final Approval Date: 12/07/2007



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Honorable Guadalupe Trevino, Sheriff
c/o Anacleto Martinez, Chief Deputy
Hidalgo County Sheriff's Department

Via E-mail amartinez@hidalgo.org
Via Fax (956) 393-6179

FROM: Leticia Saenz, CPPB, Contracts Manager
Hidalgo County Purchasing Department

DATE: December 5, 2007

RE: **NOTICE OF INTENT TO EXTEND VARIOUS CONTRACTS FOR HIDALGO COUNTY SHERIFF'S OFFICE**

Chief Martinez, as per our telephone conversation, please be advised that I have placed the following contracts for approval of extensions on the next Commissioner's Court meeting of Tuesday, December 11, 2007 as follows:

Contract Nos.	Awarded Vendors	Title of Project	Current Contract Expiration Date	Extension Options Commencement/Expiration
C-05-377-12-20	Dr. Marin Garza, M.D.	Professional Medical Services	01/01/2006 - 12/31/2007	Exercising the 1 st Year of the add'l two (2) one (1) year term extension 01/01/08-12/31/08
C-05-377a-12-20	Dr. Gumaro Garza, M.D.	Professional Medical Services	01/01/2006-12/31/2007	Exercising the 1 st Year of the add'l two (2) one (1) year term extension 01/01/08-12/31/08
C-05-191-12-06	Evercom Systems, Inc. a division of Securus Technologies	Inmate Pay Telephone Services	12/06/2005-12/06/2007	Exercising the 1 st Year of the add'l three (3) one (1) year term extension 12/06/07-12/06/08
C-06-286-11-21	Hobart Corporation	Repairs of Kitchen Equipment and Appliances	01/01/2007-12/31/07	Exercising the add'l one (1) year term extension 01/01/08-12/31/08

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services or proceed with rebidding for said services.

Provided under the current contracts, Hidalgo County Commissioners' Court has the option to exercise the additional one (1) year term as specified under the same rates, terms, and conditions for the above mentioned contracts.

Please acknowledge receipt and approval to exercise this "option" for the contracts specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to lettysaenz@yahoo.com by no later than 5:00 p.m. on Thursday, December 6, 2006 in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES ☒ I do wish to obtain the one (1) year period extension.
NO ☐ I do not wish to obtain the one (1) year period extension.

If answer is no, please explain: _____

Hidalgo County Sheriff's Office
Authorized Signature: _____

Date: 12-5-07

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

cc: Juan Tapia, Procurement Specialist

Via e-mail juan.tapia@hidalgo.org

File



PURCHASING DEPARTMENT
County Of Hidalgo

December 5, 2007

Dr. Marin Garza, M.D.
Tropical Texas Center of MHMR
P.O. Box Drawer 1108-5115 So. McColl Rd.
Edinburg, Texas 78540

Via Fax (956) 969-0156

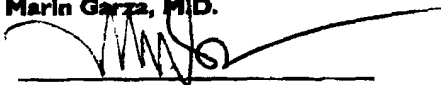
Re: **Extension of Contract No. C-05-377-12-20 - "Professional Medical Services"-Hidalgo County Sheriff's Office**

Dear Dr. Garza:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, December 11, 2007 to exercise the (first 1st year) of the option to ~~extend~~ contract for an additional two (2) one (1) year terms (as stated in the current contract). Commencement date (if approved) will become effective as of January 1, 2008 under the same rates, terms and conditions and expiring on December 31, 2008.

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, Wednesday, December 5, 2007, 2:00 p.m., Via Facsimile to (956) 956-318-2629, Attn: Leticia Saenz, Contracts Mgr.

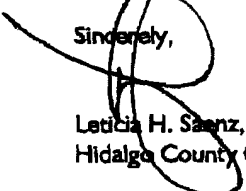
Dr. Marin Garza, M.D.

By: 

Date: 12/5/07

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company will continue its business relationship with the County of Hidalgo.

Sincerely,


Leticia H. Saenz, CPPB
Hidalgo County Contracts Manager

xc: File



PURCHASING DEPARTMENT

County Of Hidalgo

December 5, 2007

Dr. Gumaro Garza, M.D.
Attn: Elma Garza
502 South Closner
Edinburg, Texas 78540

Via Fax (956) 383-1906
(956) 292-0114

Re: Extension of Contract No. C-05-377a-12-20 - "Professional Medical Services"-Hidalgo County Sheriff's Office

Dear Dr. Garza:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, December 11, 2007 to exercise the (first 1" year) of the option to extend contract for an additional two (2) one (1) year terms (as stated in the current contract). Commencement date (if approved) will become effective as of January 1, 2008 under the same rates, terms and conditions and expiring on December 31, 2008.

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, Wednesday, December 5, 2007, 2:00 p.m., Via Facsimile to (956) 956-318-2629, Attn: Leticia Saenz, Contracts Mgr.**

Dr. Gumaro Garza, M.D.

By: _____

Date: 12/5/07

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company will continue its business relationship with the County of Hidalgo.

Sincerely,

Leticia H. Saenz, CPPB
Hidalgo County Contracts Manager

xc: File



PURCHASING DEPARTMENT

County Of Hidalgo

December 5, 2007

John J. Viola, Vice President
EVERCOM SYSTEMS, INC. division of
SECURUS TECHNOLOGIES
14651 North Callas Pkwy, Suite 600
Dallas, Texas 78539

Via Fax (972) 277-0301

Re: Extension of Contract No. C-05-191-12-06 - "Inmate Pay Telephone Services"-Hidalgo County Sheriff's Office

Dear Mr. Viola:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, December 11, 2007 to exercise the (first 1st year) of the option to extend contract for an additional three (3) one (1) year terms (as stated in the current contract) under the same rates, terms and conditions.

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, Wednesday, December 5, 2007, 2:00 p.m., Via Facsimile to (956) 318-2629, Attn: Leticia Saenz, Contracts Mgr.

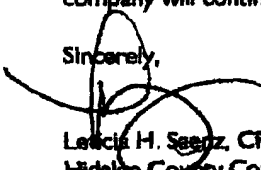
Mr. John J. Viola, Vice President
Evercom Systems, Inc. a division of Securus Technologies

By: John J. Viola

Date: 12/5/07

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company will continue its business relationship with the County of Hidalgo.

Sincerely,


Leticia H. Saenz, CPPB
Hidalgo County Contracts Manager

xc: File



PURCHASING DEPARTMENT County Of Hidalgo

December 5, 2007

Carl Howe General Manager
HOBART CORPORATION
1200 East Hackberry Avenue, Suite F
McAllen, Texas 78501

Via Fax (956) 618-1983
carl.howe@hobartservice.com

Re: Extension of Contract No. C-06-286-11-21 - "Repairs of Kitchen Equipment and Appliances"-Hidalgo County Sheriff's Office

Dear Mr. Esqueda:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, December 11, 2007 to exercise the additional one (1) year option to extend the contract (as stated in the current contract) under the same rates, terms and conditions. Commencement date (if approved) will become effective as of January 1, 2008 under the same rates, terms and conditions and expiring on December 31, 2008.

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, Wednesday, December 5, 2007, 5:00 p.m., Via Facsimile to (956) 956-318-2629, Attn: Leticia Saenz, Contracts Mgr.**

Carl Howe General Manager
Hobart Corporation

By: *[Signature]*

Date: 12-5-07

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company will continue its business relationship with the County of Hidalgo.

Sincerely,

[Signature]
Leticia H. Saenz, CPPB
Hidalgo County Contracts Manager

xc: File

AI-6900

16.I.2.

**Repairs, Installation and Removal of Emergency Equipment, Radios, Computer and Miscellaneous Equipment for Law Enforcement Vehicles
CC REGULAR**

Date: 12/11/2007

Submitted By: Roli Flores, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of contract for "Repairs, Installation and Removal of Emergency Equipment , Radios, Computer and Miscellaneous Equipment for Law Enforcement Vehicles" to bidder meeting all specifications and/or requirements.

BACKGROUND

1. Letter of recommendation
2. Bid Tabulation
3. Draft Contract

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 71100421002800010432

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 12/06/07 \$ 9,546.16

FISCAL YEAR: 2007

ACCT. #: 71100421002800010434

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 12/06/07 \$ 17,054.01

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Account Numbers were provided by Juan Tapia, Procurement Specialist from the Hidalgo County Sheriff's Office (956) 393-6019.

Attachments

Link: [back up](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		12/07/2007 03:26 PM	PEND
2	Budget & Management	Damaris San Miguel	12/06/2007 09:38 AM	APRV
3	Erika Reyna	Erika Reyna	12/06/2007 02:05 PM	APRV
4	Auditor's Office	Arcilia Duran	12/07/2007 02:51 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Roli Flores

Started On: 12/05/2007 10:20 AM

Final Approval Date: 12/07/2007



HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

MEMORANDUM

TO: Mr. Roli Flores, Purchasing
Hidalgo County Purchasing Department

FROM: Guadalupe "Lupe" Treviño
Hidalgo County Sheriff

By: Anacleto Martinez, Chief Deputy

DATE: December 05, 2007

RE: Bid No. 07-125-11-28-ROL Repairs, Installation and Removal of
Emergency Equipment, Radios, Computer & Miscellaneous Equipment
for Law Enforcement Vehicles.

We have received and reviewed the bid tabulation submitted by your office reference Bid No. 07-125-11-28-ROL. We are recommending the vendor with the lowest bid and meeting all specifications and/or requirements.

For any additional information please contact Lieutenant Richard Ozuna telephone number (956) 393-6022.

A handwritten signature in black ink, appearing to be "Lupe", is written over the "FROM" field.

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

BID OPENING DATE: NOVEMBER 28, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: " REPAIRS, INSTALLATION AND REMOVAL OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER & MISCELLANEOUS EQUIPMENT FOR LAW ENFORCEMENT VEHICLES"

BID NO: 07-125-11-28-ROL

BUYER: ROLI FLORES

BID # RFB#	NAME OF COMPANY	REPAIRS	INSTALATION	REMOVAL
#1	VIDEO SOUND AND LIGHTS	TECH FEE NORMAL HRS. \$29.95 AFTER HRS \$29.95 MARK UP FOR PARTS 10%	\$1,197.00	\$451.00
#2	SOUTH TEXAS COMMUNICATION	TECH FEE NORMAL HRS. \$34.29 AFTER HRS \$34.29 MARK UP FOR PARTS 10%	No Bid received	\$393.40
#3	Current Contract expires on 12/31/2007 with South Texas Communication	\$34.29 for Normal and After Hours	\$1,225.49	\$465.19
#4				
#5				
#6				
#7				

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-125-

THIS CONTRACT is made and entered into this 1st day of Janurary, 2008 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for “ **Hidalgo County Sheriff’s Office** ” of **Repair, Installation, and Removal of Emergency Equipment, Radios, Computer and Miscellaneous Equipment for Law Enforcement Vehicles** (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.

DRAFT

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 locations at _____. 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 **Department Head, Commissioner, Sheriff 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, 2008 and ending on January 1, 2009 and may be extended at the sole discretion of County for an additional sixty (60) 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.

DRAFT

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.

DRAFT

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: Juan D. Salinas III
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.

DRAFT

WITNESS our hands in duplicate originals this _____ day of _____, 200__.

Approved by Commissioners' Court on, _____ day of _____, 200__.

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: _____
By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

DRAFT

AI-6901

16.I.3.

**Fan Belts for A/C Units
CC REGULAR**

Date: 12/11/2007

Submitted By: Roli Flores, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Sheriff's Office

Information

CAPTION

Requesting authority to advertise and approval of draft specifications as attached hereto for "Fan Belts for A/C Units" project.(Bid No. 2008-023)

BACKGROUND

1. Request memo from Sheriff's Office
2. Draft Specification

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-423-21-280-002-0-671

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 12-6-07 \$4,417.50.

Account Numbers were provided by Chief Deputy Anacleto Martinez from the Hidalgo County Sheriff's Office (956) 393-6004.

Attachments

Link: [back up](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/06/2007 07:39 AM	APRV
2	Budget & Management	Damaris San Miguel	12/06/2007 09:43 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/06/2007 10:33 AM	APRV
4	Auditor's Office	Arcilia Duran	12/07/2007 02:47 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Roli Flores

Started On: 12/05/2007 10:43 AM

Final Approval Date: 12/07/2007



HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

MEMORANDUM

To: Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Dept.

From: Guadalupe "Lupe" Trevino, Sheriff
Hidalgo County Sheriff's Office

By: Anacleto "Sonny" Martinez, Chief Deputy
Hidalgo County Sheriff's Office

Date: November 28, 2007

Re: RFB Fan Belts
Acc. 7-1100-423-21-280-002-0-671

A handwritten signature in black ink, likely of the Sheriff, Guadalupe Trevino.

We are requesting that you please route through Commissioner's Court an agenda item requesting authority to advertise a request for bids and approval of specifications for: **"Fan Belts for A/C Units"**

Should you have any questions or required additional information, please contact Juan Tapia at (956) 393-6020.

Cc: Frank De Hoyos, Maintenance Dept.
Virginia Rodriguez, Budget Dept.
Juan Tapia, Procurement Specialist
File

RECEIVED

NOV 30 2007
PURCHASING DEPT.

HL ALGO COUNTY SHERIFF'S OFFICE
MAINTENANCE DEPARTMENT INVENTORY LIST

2006

FAN BELTS

DATE 8 / 25 / 2006

PARTS	PART NUMBER	MANUFACTOR	SIZE	WHAT IS IT USED FOR	TOTAL STOCK
FAN BELT	A-36	DAYTON		PART OF THE A/C SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	9
FAN BELT	A-39	DAYTON		PART OF THE A/C SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	14
FAN BELT	A-40	DAYTON		PART OF THE A/C SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	14
FAN BELT	A-48	DAYTON		PART OF THE A/C SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	24
FAN BELT	A-49	DAYTON		PART OF THE A/C SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	11
FAN BELT	A-50	DAYTON		PART OF THE A/C SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	1
FAN BELT	A-51	DAYTON		PART OF THE A/C SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	36
FAN BELT	A-52	DAYTON		PART OF THE A/C SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	13
FAN BELT	A-53	DAYTON		PART OF THE A/C SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	13
FAN BELT	A-68	DAYTON		PART OF THE EX-FAN SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	10

HL ALGO COUNTY SHERIFF'S OFFICE
MAINTENANCE DEPARTMENT INVENTORY LIST

2006

FAN BELTS

DATE 8 / 25 / 2006

PARTS	PART NUMBER	MANUFACTOR	SIZE	WHAT IS IT USED FOR	TOTAL STOCK
FAN BELT	A-81	DAYTON		PART OF THE EX-FAN SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	1
FAN BELT	A-83	DAYTON		PART OF THE EX-FAN SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	9
FAN BELT	A-100	DAYTON		PART OF THE EX-FAN SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	10
FAN BELT	B-56	DAYTON		PART OF THE DRYER IT CONNECTS THE BLOWER FAN TO THE MOTOR. LAUNDRY	1
FAN BELT	B-60	DAYTON		PART OF THE DRYER. IT CONNECTS THE BLOWER FAN TO THE MOTOR. LAUNDRY	1
FAN BELT	BX-42	DAYTON		PART OF THE A/C SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	18
FAN BELT	2170	GATES		PART OF THE A/C SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR. KITCHEN	0
FAN BELT	2190	GATES		PART OF THE EX- FAN SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR. KITCHEN	0
FAN BELT	3L-170	DAYTON		PART OF THE EX-FAN SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	7
FAN BELT	3L-180	DAYTON		PART OF THE EX-FAN SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	4

HIDALGO COUNTY SHERIFF'S OFFICE
MAINTENANCE DEPARTMENT INVENTORY LIST

2006

FAN BELTS

DATE 8 / 25 / 2006

PARTS	PART NUMBER	MANUFACTOR	SIZE	WHAT IS IT USED FOR	TOTAL STOCK
FAN BELT	3L-200	DAYTON		PART OF THE EX-FAN SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	1
FAN BELT	4L-170	DAYTON		PART OF THE EX-FAN SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	7
FAN BELT	4L-190	DAYTON		PART OF THE EX-FAN SYSTEM. IT CONNECTS THE BLOWER FAN TO THE MOTOR.	4
FAN BELT	K 066 445	DAYTON		PART OF THE DRYER. IT CONNECTS THE BLOWER FAN TO THE MOTOR. LAUNDRY	1

**THE FAN BELT ARE A INPORTANT PART OF THE A/C SYSTEMS AND
PART OF THE EX-FANS. THEY CONNECT THE FAN TO THE MOTOR.**

AI-6928

16.J.1.

**Independent Audit Services
CC REGULAR**

Date: 12/11/2007

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Juvenile Probation

Information

CAPTION

A. Presentation for discussion, consideration, and action of the evaluation grid of the statements of qualifications (i.e. responses) received for RFQ NO: 2007-422-11-21-VYG-Independent Audit Services, for the purposes of ranking by Commissioners Court in order to proceed forward with the RFQ negotiation portion of the procurement process;

1. _____; and
2. _____;

B. Requesting authority for Purchasing Department to enter into final negotiations (including best and final offers) with the number one ranked firm for RFQ NO: 2007-422-11-21-VYG-Independent Audit Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding for "Independent Audit Services" are through Juvenile Probation Department. Budget Funding source will be determined once RFQ is awarded as per Juvenile Probation Department.

Attachments

Link: EVALUATION
GRID

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/06/2007 08:07 AM	APRV
2	Budget & Management	Damaris San Miguel	12/06/2007 09:57 AM	APRV
3	Erika Reyna	Erika Reyna	12/07/2007 01:22 PM	APRV
4	Auditor's Office	Arcilia Duran	12/07/2007 02:53 PM	APRV

5 Court Administrator Monica Badillo 12/07/2007 03:26 PM APRV
Form Started By: Vangie Garcia Started On: 12/05/2007 04:32
Final Approval Date: 12/07/2007 PM

SELECTION EVALUATION/GRADING GRID**RFQ NO: 2007-422-11-21****"INDEPENDENT AUDIT SERVICES"**

EVALUATION CRITERIA	RESPONDENTS						
	JULIO GUZMAN, CPA				BURTON, MCCUMBER & CORTEZ		
	GRADERS				GRADERS		
	1	2	3		1	2	3
Professional Qualifications of Team	20	20	19		20	20	18
Experience of Project Team and Ability to Commit Resources	25	25	23		25	20	20
Experience with similar projects within the past five (5) years	20	20	20		15	15	19
Understanding of Projects/Schedules and Deadlines	25	25	25		15	10	20

Familiarity with Applicable Rules and Regulations	10	10	10		5	2	10
Totals	100	100	97		80	67	87
Averages	99				78		
VENDOR RANKING UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT.							

AI-6854

16.K.1.

**Dell Computers Purchase
CC REGULAR**

Date: 12/11/2007

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Right of Way

Information

CAPTION

A. Requesting exception from approved "Order" deadline for major purchases for the acquisition of computer hardware, software and peripherals with assurances that said goods and/or services will be received on or before 12-31-07;

B. Requesting authority to purchase computer equipment and peripherals from awarded vendor through our membership/participation with (TPASS) Texas Procurement and Support Services Department of Information Resource-DELL SERVICE-DIR-SDD-192 through requisition #119452 in an amount not to exceed \$6,966.85.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1200-431-00-260-001-0-745

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available in req #119452 \$6,966.85 as of 12-6-07 for Dell Marketing LP for computer equipment purchase.

Attachments

Link: [Dell computers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/06/2007 07:23 AM	APRV
2	Budget & Management	Damaris San Miguel	12/06/2007 09:31 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/06/2007 10:17 AM	APRV
4	Auditor's Office	Arcilia Duran	12/06/2007 11:25 AM	APRV
5	Court Administrator	Monica Badillo	12/06/2007 01:18 PM	APRV

Form Started By: Matilde Faz

Started On: 12/04/2007 11:27 AM

Final Approval Date: 12/06/2007

Requisition

Req # 00119452

PO #

Date: 10/05/07

*Regular
6854
12/11/07*

Bill To: X
X

*Reg # reprinted
Vendor # changed*

Vendor: 198102

DELL SERVICE SALES
P.O. BOX 22130
OAKLAND CA 94623

Ship To: RIGHT OF WAY DEPARTMENT
902 N. DOOLITTLE
EDINBURG TX 78539

Contact: Jose N. Pena
956-283-8134

Contract No: 9913578

Special Instructions:
ROW-065

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
5	EACH	DO NOT DUPLICATE ORDER Latitude D630, Intel Core 2 Duo T7100, 1.80GHZ, 800MHz, 2ML2 Cache, Dual Core (222-7946) 14.1 inch Wide Screen WXGA LCD for Latitude D630 (320-5288) 1.0GB, DDR2-667 SDRAM. 2 DIMM for Dell Latitude Notebooks (311-5685) Internal English Keyboard for Latitude Notebooks (310-8768) Intel Integrated Graphics Media Accelerator X3100 Latitude D630 (320-5295) 80GB Hard Drive 9.5MM 7200RPM for Latitude DX30 (341-4568) Standard Touchpad for Latitude D630 (310-8792) No Floppy Drive for Latitude D-Family Notebooks (340-8854) Windows XP Professional, SP2 With media, for Latitude English, Factory Installed (420-4790) 90W Energy Star Compliant AC Adapter for Latitude D-Family (310-9257) 24X CDRW/DVD with Cyberlink Power DVD for Vista Basic Business, Latitude DX20 (3134043) Intel 3945 WLAN (802.11a/g) Mini Card Latitude, Factory Install (430-2378) Resource CD W/ Diagnostics and Drivers for Latitude D630 Notebook (313-5025) 6-Cell/56 WHr Primary Battery, Latitude D630 (312-0484) Large Nylon Carrying Case for Dell Latitude D-Family Notebooks (510-7558) Complete care Accidental Damages Svc, Lat, 3Yr (960.0407) Dell Hardware Warranty, Extended Year(s) (985-8178) Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2VR Extended (9824052) Dell Hardware Warranty, Initial Year (9564171) Type 3 Contract - Next Business Day Path and Labor On-Site Response, Initial Year (982-7620) Thank you for choosing 3yr Standard Plan (951-6f17) GOLD TECH Support, LAT, INIT (REL), Dial 1-866-476-3355 for Support (987-1169) <u>Account No</u> 7-1200-431-00-260-001-0-745 <i>DIR 192</i> <u>Encumbrance</u> 6,966.85 Freight .00 Total 6,966.85 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

*ASSET #
478600
thru 478604*

Authorized By: _____

Requisition

Req # 00119452

PO #

Date: 10/05/07

Bill To: X
X

*Regular
6854
12/11/07*

Vendor: 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: RIGHT OF WAY DEPARTMENT
902 N. DOOLITTLE
EDINBURG TX 78539

Contact: Jose N. Pena
956-283-8134

Contract No:

Special Instructions:
ROW-065

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
5	EACH	DO NOT DUPLICATE ORDER Latitude D630, Intel Core 2 Duo T7100, 1.80GHZ, 800MHz, 2ML2 Cache, Dual Core (222-7946) 14.1 inch Wide Screen WXGA LCD for Latitude D630 (320-5288) 1.0GB, DDR2-667 SDRAM. 2 DIMM for Dell Latitude Notebooks (311-5685) Internal English Keyboard for Latitude Notebooks (310-8768) Intel Integrated Graphics Media Accelerator X3100 Latitude D630 (320-5295) 80GB Hard Drive 9.5MM 7200RPM for Latitude DX30 (341-4568) Standard Touchpad for Latitude D630 (310-8792) No Floppy Drive for Latitude D-Family Notebooks (340-8854) Windows XP Professional, SP2 With media, for Latitude English, Factory Installed (420-4790) 90W Energy Star Compliant AC Adapter for Latitude D-Family (310-9257) 24X CDRW/DVD with Cyberlink Power DVD for Vista Basic Business, Latitude DX20 (3134043) Intel 3945 WLAN (802.11a/g) Mini Card Latitude, Factory Install (430-2378) Resource CD W/ Diagnostics and Drivers for Latitude D630 Notebook (313-5025) 6-Cell/56 WHr Primary Battery, Latitude D630 (312-0484) Large Nylon Carrying Case for Dell Latitude D-Family Notebooks (510-7558) Complete care Accidental Damages Svc, Lat, 3Yr (960.0407) Dell Hardware Warranty, Extended Year(s) (985-8178) Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2VR Extended (9824052) Dell Hardware Warranty, Initial Year (9564171) Type 3 Contract - Next Business Day Path and Labor On-Site Response, Initial Year (982-7620) Thank you for choosing 3yr Standard Plan (951-6f17) GOLD TECH Support, LAT, INIT (REL), Dial 1-866-476-3355 for Support (987-1169) <u>Account No</u> 7-1200-431-00-260-001-0-745 <i>DIR</i> <u>Encumbrance</u> 6,966.85 Freight .00 Total 6,966.85 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	1,393.37	6,966.85

Authorized By: _____

Post-it* Fax Note	7671	Date	10/3/07 of pages 2
To	Matti	From	Sancho
Co./Dept.		Co.	
Phone #		Phone #	
Fax #	28-2626	Fax #	

QUOTATION

QUOTE #: 390182359

Customer #: 8937178

Contract #: 9913578

Customer Agreement #: DIR-SDD-192

Quote Date: 10/5/07

Date: 10/5/07 8:03:01 AM

Customer Name: COUNTY OF HIDALGO

TOTAL QUOTE AMOUNT:	\$6,966.85		
Product Subtotal:	\$6,966.85		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 5	SYSTEM PRICE: \$1,393.37	GROUP TOTAL: \$6,966.85
Base Unit:	Latitude D630, Intel Core 2 Duo T7100, 1.80GHz, 800MHz, 2MB L2 Cache, Dual Core (222-7946)		
Processor:	14.1 inch Wide Screen WXGA LCD for Latitude D630 (320-5288)		
Memory:	1.0GB, DDR2-667 SDRAM, 2 DIMM for Dell Latitude Notebooks (311-5686)		
Keyboard:	Internal English Keyboard for Latitude Notebooks (310-8788)		
Video Card:	Intel Integrated Graphics Media Accelerator X3100 Latitude D630 (320-5298)		
Hard Drive:	80GB Hard Drive 9.5MM 7200RPM for Latitude DX30 (341-4568)		
Hard Drive Controller:	Standard Touchpad for Latitude D630 (310-8792)		
Floppy Disk Drive:	No Floppy Drive for Latitude D-Family Notebooks (340-8864)		
Operating System:	Windows XP Professional, SP2 with media, for Latitude English, Factory Installed (420-4780)		
TBU:	60W Energy Star Compliant AC Adapter for Latitude D-Family (310-9257)		
CD-ROM or DVD-ROM Drive:	24X CDRW/DVD with Cyberlink Power DVD for Vista Basic/Business, Latitude DX20 (313-5043)		
Processor Cable:	Intel 3945 WLAN (802.11a/g) mini Card Latitude, Factory Install (430-2376)		
Factory Installed Software:	Resource CD w/ Diagnostics and Drivers for Latitude D630 Notebook (313-5028)		
Feature	6-Cell/56 WHr Primary Battery Latitude D630 (312-0484)		
Feature	Large Nylon Carrying Case for Dell Latitude D-Family Notebooks (310-7688)		
Service:	CompleteCare Accidental Damage Svc, Lat, 3Yr (986-0407)		
Service:	Dell Hardware Warranty, Extended Year(s) (986-8178)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2YR Extended (982-4052)		
Service:	Dell Hardware Warranty, Initial Year (986-8177)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (982-7620)		
Service:	Thank you for choosing 3yr Standard Plan (981-8737)		
Service:	GOLD TECH Support, LAT, /NIT (REL), Dial 1-866-876-3355 for Support (987-1169)		

sandra

From: Griselda Salazar [gris.salazar@co.hidalgo.tx.us]
Sent: Monday, December 03, 2007 4:15 PM
To: sandra.garcia@co.hidalgo.tx.us
Cc: Griselda Salazar
Subject: conf. ltr.

here's the confirmation letter from DELL for req # 119452.

Good afternoon Griselda,

quote number 390182359 can be built within 6 days. As long as Dell has the purchase order prior to Wednesday the 12th, we should be able to deliver prior to the 31st. Do remember the Christmas Holidays could affect this delivery time.

From: Griselda Salazar [mailto:gris.salazar@co.hidalgo.tx.us]
Sent: Monday, December 03, 2007 3:57 PM
To: Crippen, Mark
Subject: conf. ltr.

Hi Mark,

Can you please send me another confirmation letter for quote number 390182359 confirming that we will receive them before December 31, 2007.

Griselda Salazar
Hidalgo County I.T. Dept.
956-292-7010
956-318-2152
gris.salazar@co.hidalgo.tx.us

12/3/2007

AI-6926

16.K.2.

ROW Vehicle

CC REGULAR

Date: 12/11/2007

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Gricelda Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Right of Way

Information

CAPTION

A. Requesting exception from approved "Order" of 10-12-07 for major purchases for the acquisition of a vehicle with confirmation that vehicle proposed is in stock and delivery will be received on or before 12-31-07 for the Hidalgo County Right of Way Department;

B. Requesting approval to purchase through Hidalgo County's membership and participation through interlocal agreement with HGAC's awarded vendor Caldwell Country Chevrolet, one (1) 2007 Chevrolet Tahoe LS in the amount of \$30,283.00, which includes delivery and membership fees. (No. 07-452)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 07

ACCT. #: 1200-431-00-260-001-0-741

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 12/06/07 \$ 22,500.00

AI 6858 pending line item transfer for \$ 10,000.00

Attachments

Link: [Vehicle](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/06/2007 07:51 AM	APRV
2	Budget & Management	Damaris San Miguel	12/06/2007 09:29 AM	APRV
3	Erika Reyna	Erika Reyna	12/06/2007 02:43 PM	APRV
4	Auditor's Office	Arcilia Duran	12/06/2007 05:33 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 09:47 AM	APRV

Form Started By: Gricelda Villarreal

Started On: 12/05/2007 04:19 PM

Final Approval Date: 12/07/2007



JOSE N. PEÑA
Director

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

MEMORANDUM

TO: MARTHA SALAZAR
HIDALGO COUNTY PURCHASING DEPARTMENT
C/O CRIS VILLARREAL, BUYER

FROM: JOSE N. PEÑA 
RIGHT OF WAY DIRECTOR

DATE: NOVEMBER 28, 2007

RE: (1) NEW 2007 OR NEWER
FORD EXPEDITION

WE WOULD LIKE FOR YOU TO ASSIST IN PURCHASING (1) FORD EXPEDITION 4 DOOR, 2WD, 5.4L SFI V8, A/C, AUTO TRANS (WHITE) FOR THE RIGHT OF WAY DEPARTMENT THROUGH HGAC OR BUYBOARD PROCESS. PLEASE PROCESS OUT OF ACCOUNT NO. 7-1200-431-00-260-001-0-741

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT OUR OFFICE AT 956-283-8134.



CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract
No.:

VE03-06

Date
Prepared:

12/5/2007

*This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.*

Buying Agency:	HIDALGO COUNTY	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	CRIS VILLARREAL	Prepared By:	AVERYT KNAPP
Phone:	956-318-2626	Phone:	979-567-6116
Fax:	956-292-7612	Fax:	979-567-0853
Email:	CRIS.VILLARREAL@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A17	Description:	2007 CHEVROLET TAHOE LS CC10706

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 30,987.00

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
		Subtotal From Additional Sheet(s):	
		Subtotal B:	0

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
LS PACKAGE DISCOUNT	-1786		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	-1786

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: -6%

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

Description	Cost	Description	Cost
DELIVERY	482		
EXTERIOR COLOR BLACK	INCL		
OR GRAY IN STOCK			
		Subtotal D:	482

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D): 29683

Quantity Ordered: 1 X Subtotal of A + B + C + D: 29683 = Subtotal E: 29683

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: UNIT IN STOCK **H. Total Purchase Price (E+F+G):** 30283

AI-6956

17.A.

2007 interdepartmental transfer to Autopsies (1100)

CC REGULAR

Date: 12/11/2007

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: Autopsies (1100)

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from County Wide Administration - Contingency to Autopsies in the amount of \$50,000.00 (1100).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899-->7-1100-421-00-080-003-0-344 \$50,000.00

Available balance as of 12/06/07 \$379,748.11

Attachments

Link: 2007 Autopsies
(1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/06/2007 11:25 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/06/2007 01:29 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 11:49 AM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:53 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 04:45 PM	APRV

Form Started By: Dale Kennan

Started On: 12/06/2007 10:35 AM

Final Approval Date: 12/07/2007

ATTEST COUNTY CLERK

AI-6955

17.B.

2007 interdepartmental transfer to Wic Ineligible Costs (1100)

CC REGULAR

Date: 12/11/2007

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: Wic Ineligible Costs (1100)

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from Countywide Administration - Contingency to WIC Ineligible Costs - Late Fees & Penalties (1100) in the amount of \$700.00.

BACKGROUND

To fund pending late fees, object code 855

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-4XX-00-XXX-00X-0-8XX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899 --> 7-1100-441-00-350-003-0-855 \$700.00, Available Balance as of 12-6-07 \$379,748.11.

Attachments

Link: [WIC](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/06/2007 11:25 AM	APRV
2	Ivan Cantu	Ivan Cantu	12/06/2007 03:03 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 10:24 AM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:53 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 04:45 PM	APRV

Form Started By: Dale Kennan
Started On: 12/06/2007 10:31 AM

Final Approval Date: 12/07/2007

ATTEST COUNTY CLERK



AI-6912

17.C.

**Interdepartmental Transfer- Salary related fringes
CC REGULAR**

Date: 12/11/2007

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: Info Tech Dept

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from County Wide
Administration-Contingency to Info Tech Department in the amount of \$3,352.32 (1100).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899-->7-1100-415-00-200-001-0-211 \$1,465.76
7-1100-415-00-115-002-0-899-->7-1100-415-00-200-001-0-212 \$ 78.79
7-1100-415-00-115-002-0-899-->7-1100-415-00-200-001-0-220 \$ 28.14
7-1100-415-00-115-002-0-899-->7-1100-415-00-200-001-0-230 \$ 274.91
7-1100-415-00-115-002-0-899-->7-1100-415-00-200-001-0-250 \$ 86.32
7-1100-415-00-115-002-0-899-->7-1100-415-00-200-001-0-260 \$1,418.40

Available balance as of 12/06/07 \$379,748.11

Attachments

Link: [inter-dept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/05/2007 02:58 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/06/2007 08:33 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 11:49 AM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:15 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Rosie Cantu

Started On: 12/05/2007 02:41
PM

Final Approval Date: 12/07/2007

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: December 5, 2007

AI-6912

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR INFO TECH DEPT

ACCOUNT NUMBER: 7-1100-41X-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 ADM-CONTINGENCY	(3,352.32)
TO		
7-1100-415-00-200-001-0-211	INFO TECH DEPT-HEALTH INSURANCE	1,465.76
7-1100-415-00-200-001-0-212	INFO TECH DEPT-LIFE INSURANCE	78.79
7-1100-415-00-200-001-0-220	INFO TECH DEPT-FICA	28.14
7-1100-415-00-200-001-0-230	INFO TECH DEPT-RETIREMENT	274.91
7-1100-415-00-200-001-0-250	INFO TECH DEPT-UNEMPLOYMENT COMP	86.32
7-1100-415-00-200-001-0-260	INFO TECH DEPT-WORKERS COMP	1,418.40
TOTAL BUDGET INCREASE (DECREASE)		\$0.00

REASON: **INTER-DEPARTMENTAL TRANSFER TO COVER CURRENT NEGATIVE BALANCE AND END OF YEAR EXPENDITURES.**

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-6923

17.D.

Interdept transfer

CC REGULAR

Date: 12/11/2007

Submitted By: Miriam Gonzalez, HUMAN SERVICES

Department: HUMAN SERVICES

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from Human Services to Pauper Burial in the amount of \$9,000.00 (1100).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-444-00-240-001-0-350

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

7-1100-444-00-240-001-0-350-->7-1100-444-00-240-002-0-345 \$9,000.00

Available balance as of 12/06/07 \$9,062.25

Attachments

Link: [inter-dept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/06/2007 09:50 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/06/2007 02:33 PM	APRV
3	Auditor's Office	Arcilia Duran	12/06/2007 04:38 PM	APRV
4	Court Administrator	Monica Badillo	12/06/2007 04:46 PM	APRV

Form Started By: Miriam Gonzalez

Started On: 12/05/2007 03:52 PM

Final Approval Date: 12/06/2007

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: December 5, 2007

DEPARTMENT HEAD: DAIREN SARMIENTO

DEPARTMENT NAME: HUMAN SERVICES

ACCOUNT NUMBER: 7-1100-444-00-240-XXX AI#6923

CONTACT PERSON: MIRIAM GONZALEZ TELEPHONE NO. 383-6221

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		
7-1100-444-00-240-001-0-350	HUMAN SERVICES- CONTRACTUAL SERV.	(9,000.00)
TO		
7-1100-444-00-240-002-0-345	PAUPER BURIALS- PAUPER BURIALS SERVICES	9,000.00
TOTAL BUDGET INCREASE (DECREASE)		\$0.00

REASON: FUNDS NEEDED IN OBJ. CODE(S) LISTED ABOVE IN ORDER TO MEET ANTICIPATED EXPENDITURES.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-6961

17.E.

2007 interdepartmental transfer for County Wide Computer Department (1100)

CC REGULAR

Date: 12/11/2007

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: County Wide Computer Department (1100)

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from County Wide Administration (1100) to County Wide Computer Department (1100) in the amount of \$10,600.00.

BACKGROUND

To purchase equipment to be used in connection with the upgraded cell phone plan. Refer to AI 6952.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-4XX-0X-XXX-0XX-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899 --> 7-1100-415-00-200-002-0-664 \$10,600.00, Available Balance as of 12-7-07 \$379,748.11.

Attachments

Link: 2007 Co Wide Computer Dept (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/06/2007 05:34 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/07/2007 07:33 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 01:52 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:53 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 04:45 PM	APRV

Form Started By: Dale Kennan

Started On: 12/06/2007 04:30 PM

Final Approval Date: 12/07/2007

REASON:
Transfer from CO WIDE ADM-CONTINGENCY to COMPUTER DEPT-OTHER MINOR EQUIPMENT to fund cell phone upgrade plan as presented by the IT Department (see AI-6952).

AI-6967

17.F.

**2007 interdepartmental transfer for C.O. Series 2006 - B&G (1336)
CC REGULAR**

Date: 12/11/2007

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: C.O. Series 2006 - B&G (1336)

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from C.O. Series 2006 - Buildings & Grounds - Administration Building to C.O. Series 2006 - Buildings & Grounds - Other Major Buildings (fund 1336) in the amount of \$10,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1336-419-40-220-02X-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

7-1336-419-40-220-025-0-452 --> 7-1336-419-40-220-027-0-452 \$10,000.00, Available Balance as of 12-7-07 \$3,158,343.06

Attachments

Link: 2007 CO 2006 B&G
(1336)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/07/2007 10:08 AM	APRV
2	Ivan Cantu	Ivan Cantu	12/07/2007 11:09 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 01:23 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:54 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 04:46 PM	APRV

Form Started By: Dale Kennan

Started On: 12/07/2007 08:50 AM

Final Approval Date: 12/07/2007

ATTEST COUNTY CLERK

AI-6907

17.G.

**Interdepartmental Transfer- Poll Workers
CC REGULAR**

Date: 12/11/2007

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: Elections Dept

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from County Wide Administration - Contingency to Elections Department in the amount of \$80,436.29 (1100).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899-->7-1100-414-00-130-001-0-123 \$80,436.29

Available balance as of 12/06/07 \$379,748.11

Attachments

Link: Interdepartmental
Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/05/2007 02:56 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/06/2007 09:01 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 11:54 AM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:15 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Rosie Cantu

Started On: 12/05/2007 01:28
PM

Final Approval Date: 12/07/2007

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: December 5, 2007

AI-6907

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR ELECTIONS DEPT

ACCOUNT NUMBER: 7-1100-41X-00-1XX-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 ADM-CONTINGENCY	(80,436.29)
TO		
7-1100-414-00-130-001-0-123	ELECTIONS DEPT-ELECTION POLL WORKERS	80,436.29
TOTAL BUDGET INCREASE (DECREASE)		\$0.00

REASON: **INTER-DEPARTMENTAL TRANSFER TO COVER CURRENT NEGATIVE BALANCE AND END OF YEAR EXPENDITURES.**

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-6980

17.H.

**2007 interdepartmental transfer for Constable Pct 3 (1100)
CC REGULAR**

Date: 12/18/2007

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: Constable Pct 3 (1100)

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from County Wide
Administration-Contingency to Constable Precinct 3 (1100) in the amount of \$5,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899-->7-1100-421-00-293-001-0-682 \$5,000.00

Available balance as of 12/07/07 \$379,748.11

Attachments

Link: 2007 interdept for
Constable Pct. 3 (1100)

Link: LETTER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/07/2007 03:17 PM	APRV
2	Dale Kennan (Originator)	Dale Kennan	12/07/2007 03:20 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/07/2007 03:31 PM	APRV
4	Auditor's Office	Joy Hsu	12/07/2007 04:30 PM	APRV
5	Purchasing Department		12/07/2007 05:36 PM	NEW

Form Started By: Dale Kennan

Started On: 12/07/2007 03:10
PM

Final Approval Date: 12/07/2007

ATTEST COUNTY CLERK





CONSTABLE PRECINCT 3

LAZARO "LARRY" GALLARDO, JR.

December 5, 2007

Valde Guerra, Budget Officer

Hidalgo County

100 E. Cano, 2nd Floor

Edinburg, Texas 78539

Dear Mr. Guerra,

I am requesting an additional \$5,000 in fuel (acct# 7-1100-421-00-293-001-0-682) to finish out the year. This amount would cover part of November and all of December invoices.

Please call me if you have any questions concerning this matter or have other directives.

Sincerely,

Lazaro Gallardo Jr.

2007 DEC 5 PM 4 03

BUDGET OFFICE
HIDALGO COUNTY

Office: (956) 581-6800 • Fax: (956) 519-4245
730 N. Breyfogle Suite B • Mission, Texas 78572

AI-6983

17.I.

**2007 interdepartmental transfer for Master Court II (1100)
CC REGULAR**

Date: 12/11/2007

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: Master Court II (1100)

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from County Wide Administration (1100) to Master Court II (1100) in the amount of \$1,000.00.

BACKGROUND

Fiscal Impact

Attachments

Link: 2007 interdept for
Master Court II (1100)

Link: Invoice for Master Court
II

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/07/2007 05:23 PM	APRV
2	Auditor's Office		12/07/2007 05:36 PM	NEW

Form Started By: Dale Kennan

Started On: 12/07/2007 05:04 PM

Final Approval Date: 12/07/2007

REASON:
Transfer from CO WIDE ADM-OTHER to MASTER CRT II-CRT COSTS & INVESTIGATION to fund payment of services for Marilyn G. Nobles, PHD for services rendered.

MARILYN G. NOBLES, PHD
905 S. Jackson Rd.
Pharr Texas
956-618-4648

As per Dr. Noble
pls. send payment
to 2606 Presidio Dr
Apt. #4
Edinburg, Tx. 78539

INVOICE REGARDING C-4625-94-E

DATES INTERVIEWED:

8-30-07-PSYCHOSOCIAL HISTORY IN OFFICE
9-5-07-MENTAL STATUS EXAM IN ADULT DETENTION CENTER
9-6-07-MENTAL STATUS EXAM - RE-EVALUATION FOR SUICIDALITY

TESTS ADMINISTERED:

PSYCHOSOCIAL HISTORY
MENTAL STATUS EXAM.....\$1,000.00

Marilyn Nobles PhD
Marilyn Nobles, PhD
Licensed Psychologist
#32245

Mastercard II

INVOICE RECEIVED BY: *Edinburg* on *11.16.07*
GOODS/SERVICES RECEIVED BY:
_____ on _____

MARILYN G. NOBLE PHD

605 S. Jackson Rd.

Pharr Texas

936-618-4818

VOICE RECORDING AIR RCD 2/1/88

DATES INTERVIEWED:

8-30-07-PSYCHOSOCIAL HISTORY

9-2-07-MENTAL STATUS EXAM IN ADULT DETENTION CENTER

9-6-07-MENTAL STATUS EXAM - EVALUATION FOR SUICIDALITY

TESTS ADMINISTERED:

PSYCHOSOCIAL HISTORY

MENTAL STATUS EXAM

2100000

Marilyn G. Noble, PhD

Licensed Psychologist

632342

[Handwritten signature and notes]

AI-6899

17.J.

**2007 interdepartmental transfer for Constable Precinct 1 (1100)
CC REGULAR**

Date: 12/11/2007

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: Constable Precinct 1 (1100)

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from County Wide Administration (1100) to Constable Precinct 1 (1100) in the amount of \$3,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1100-4XX-00-XXX-00X-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From 7-1100-415-00-115-002-0-899 to 7-1100-421-00-291-001-0-682 in the amount of \$3,000.00. Funds available for transfer as of 12/5/07.

Attachments

Link: 2007
Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/05/2007 10:30 AM	APRV
2	Auditor's Office	Arcilia Duran	12/07/2007 11:56 AM	APRV
3	Purchasing Department	Marty Salazar	12/07/2007 03:15 PM	APRV
4	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Dale Kennan

Started On: 12/05/2007 10:14 AM

Final Approval Date: 12/07/2007

ATTEST COUNTY CLERK



AI-6856

17.K.

**Interdept Transfer from Contingency to Adult Probation
CC REGULAR**

Date: 12/11/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from County wide Administration to Adult Probation Dept (1100) in the amount of \$11,000.00

BACKGROUND

To fund year end electricity services for the Adult Probation Dept, object code 622.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-4XX-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899 -->7-1100-423-00-320-001-0-622 \$11,000.00,
Available Balance as of 12/04/2007 \$639,048.11

Attachments

Link: [inter-dept. transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/04/2007 12:57 PM	APRV
2	Budget & Management	Dina Trevino	12/04/2007 02:32 PM	APRV
3	Ana Galvan	Anna Galvan	12/04/2007 03:26 PM	APRV
4	Auditor's Office	Arcilia Duran	12/05/2007 06:19 PM	APRV
5	Purchasing Department	Marty Salazar	12/06/2007 07:23 AM	APRV
6	Court Administrator	Monica Badillo	12/06/2007 09:08 AM	APRV

Form Started By: Ivan Cantu Started On: 12/04/2007 11:50 AM

Final Approval Date: 12/06/2007

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: November 29, 2007

AI 6856

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT C/O ADULT PROBATION DEPT.

ACCOUNT NUMBER: 7-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON:		(956) 292-7025
<u>IVAN CANTU</u>	TELEPHONE NO.	<u>EXT. 5425</u>

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
FROM			
7-1100-415-00-115-002-0-	899	CO WIDE ADMIN- CONTINGENCY	(11,000.00)
TO			
7-1100-423-00-320-001-0-	622	ADULT PROB.- ELECTRICITY	11,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: INTERDEPT TRANSFER FROM CO.WIDE CONTINGENCY TO ADULT PROBATION DEPT. TO FUND YEAR
END ELECTRICITY EXPENDITURES.

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-6976

17.L.

2007 Interfund for the TXDOT ROW-"I" ROAD project (1315)

CC REGULAR

Date: 12/11/2007

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: TXDOT ROW-

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interfund transfer from C.O Series 1334 Fund Balance (1334) to the TXDOT ROW-"I" ROAD project (1315) in the amount of \$150,000.00.

BACKGROUND

To acquire additional funding needed for the relocation of a "power pole" (utilities) by AEP at the intersection of Owassa & "I" Road.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-13XX-XXX-0XX-XXX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Interfund transfer from fund 1334 (fund balance) to TX DOT Projects (fund 1315) in the amount of \$150,000.00. Amount allocated into acct #7-1315-431-00-122-016-0-731 - TXDOT ROW-"I" Road-Roads. Available unreserved fund balance as of 12-7-07 \$518,000.00.

Attachments

Link: [2007 Interfund transfers for TXDOT \(1315\)](#)

Link: [AI-6976 Backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/07/2007 01:57 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/07/2007 02:45 PM	APRV
3	Auditor's Office	Joy Hsu	12/07/2007 05:07 PM	APRV
4	Purchasing Department		12/07/2007 05:36 PM	NEW

Form Started By: Dale Kennan

Started On: 12/07/2007 01:10 PM

Final Approval Date: 12/07/2007

DATE: December 7, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for the TXDOT ROW-"I" ROAD project (1315)

ACCOUNT NUMBER: Fund 1334 Fund balance
7-1315-431-00-122-016-0-731



Contact Person: Dale Kennan Ph#: (956) 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
7-1334-491-01-000-315-0-891	TRANSFERS OUT-	150,000.00
7-1315-391-01-000-334-0-000	TRANSFERS IN-	150,000.00
7-1315-431-00-122-016-0-731	TXDOT ROW-"I" ROAD-ROADS	150,000.00
TOTAL BUDGET INCREASE (DECREASE) 1334		0.00
TOTAL BUDGET INCREASE (DECREASE) 1315		150,000.00

REASON: **To aquire additional funding as needed for the relocation of a "power pole" (utilities) by AEP at the intersection Owassa & "I" Road.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

R. Gutierrez Engineering Corporation

December 6, 2007

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

Post-It Fax Note		7671	Date 12/6/07	# of pages 3
To	Hector Palacios		From	Ramiro Gutierrez
Cn. Attn.			Co.	Hidalgo County
Phone #	292-7025		Phone #	782-2557
Fax #	292-7024		Fax #	782-2558

RE: North "I" Road - Power Pole Relocation at Owassa & "I" Road
Project No. ENG99.012

Dear Commissioner Palacios:

Enclosed is the cost estimate provided by AEP for relocating the transmission line power pole at the Owassa Road/"I" Road intersection. This electrical line is located inside their own easement, therefore, the relocation of the large power pole is considered a compensable item. The options available during the development of the project were to request that this power pole be relocated or to encroach and maybe damage out a residence located on the southwest corner of the intersection. It was decided that in order to provide a good intersection design and avoid encroaching on the residence located on the southwest corner of the intersection, we ask for the power pole to be relocated.

At this time, I believe the County Right-of-Way department needs to contact AEP to finalize the details of the agreement. This may also be an item that needs to be addressed through Commissioner's Court. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez

Ramiro Gutierrez, P.E.
President

encl

cc: Files

12/6/07

Raul
CALL ME if you need
Additional info
Raul



Wallace A. Middleton

AEP TEXAS Representative

N/A

Work Number

WORK PAYMENT AGREEMENT

I, _____

Requester Name

as agent of _____

Company

request and authorize AEP TEXAS to perform the following work:

Relocate structure 62 and add 618 at I road and Owassa to accommodate road widening.

I guarantee that the actual cost of work, estimated at \$132,952.00 will be paid by

Company whose mailing address

is _____

Dated this _____ Day of _____, 2007

By: _____
Name Title

Prepared this _____ day of _____, 2007

AEP Texas - Transmission Services

Prepared By: Wallace A. Middleton

Phone: 361-881-5353

A handwritten signature, likely of Wallace A. Middleton, is written in the bottom right corner of the document.

American Electric Power
Transmission Line Projects Engineering

Project Name: I road widening
Project Location: Texas
Description of Work: Relocate structure 62 and add 61B I road and Owassa

Estimator:	MJP	Project Number:		
Date of Estimate:	11/14/2007	OpCo / Company:	TCC	
Service Date:	1/0/1900	Length of Line (Miles):	0.11 miles	600 feet
	Unit	Quantity:	Unit Cost:	Total Cost of Job
Right of Way:		Subtotal		\$0
Engineering:		Subtotal		\$10,351
Material:		Subtotal		\$52,032
Construction:		Subtotal		\$70,168
AFUDC	1 MONTHS	7%		\$400
		Subtotal		\$132,952
Gross-up for CIAC:	STATE	#N/A		\$0
TOTAL ESTIMATED COST OF WORK TO BE APPROVED:				\$132,952

11/28/2007

Pharr-Pharr I road relocation.xls

AI-6838

17.M.

**2007-BA for Pct#2 CRC S. Tower
CC REGULAR**

Date: 12/11/2007

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 appropriation of funds for Tax Notes, 2007-Pct#2 CRC S. Tower- Bldg. (1302) in the amount of \$1,047.37

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1302-466-00-122-022-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

2007 appropriation in the amount of \$1,047.37. Fund balance available as of 11/30/07.

Attachments

Link: [BA 12-11-07](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz	Sergio Cruz	11/30/2007 05:01 PM	APRV
2	Budget & Management	Dina Trevino	11/30/2007 05:13 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 11:50 AM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 02:40 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Manuel Chapa
Started On: 11/30/2007 04:10 PM
Final Approval Date: 12/07/2007

AI-6847

17.N.

457 hardship request

CC REGULAR

Date: 12/11/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval to authorize withdrawal of 457 Plan for the following employees due to hardship:

Employee #126756

Employee #084123

BACKGROUND

- Pct. #2 employee

- B&M - Ins. Division employee

Fiscal Impact

Attachments

Link: [request](#)

Link: [request](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/04/2007 02:17 PM	APRV
2	Auditor's Office	Arcilia Duran	12/05/2007 05:44 PM	APRV
3	Purchasing Department	Marty Salazar	12/06/2007 07:17 AM	APRV
4	Court Administrator (Originator)	Monica Badillo	12/06/2007 09:08 AM	APRV

Form Started By: Monica Badillo

Started On: 12/04/2007 10:18 AM

Final Approval Date: 12/06/2007

REYNA FINANCIAL

Fax: 292-7034

Employee # 126756

**SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION**

Pt. 2

Please print or type
Plan Name

457 Plan

Participant Name

Tanie Hernandez

★ Address

St. San Juan, TX 78589

Social Security No.

[REDACTED]

Home Phone No. 956-325-5219

SECTION I - Hardship Withdrawal Request

I understand that a withdrawal of salary deferrals and any other available contribution source dollars will be considered due to financial hardship only to the extent that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than a withdrawal of salary deferrals and any other available contribution sources, due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal and the maximum salary deferrals for next calendar year shall be reduced by the amount of your salary deferrals for this calendar year.

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

- () Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
- () Purchase (excluding mortgage payments) of my principal residence.
- ☒ Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
- ☒ The need to prevent eviction from or mortgage foreclosure on my personal residence.

★ Hardship Requested \$ 1,300.00 Year-to-date deferrals 0

I hereby request a withdrawal of salary deferrals and any other contribution sources that are available for hardship withdrawal. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election.

★ Participant Signature

Tanie Hernandez

★ Date

12-3-07

SECTION II - Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

Authorized Plan Representative

Date

SECTION III - Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- If distribution is over \$5,000.00. Please have Spousal Consent form filled out and notarized.
- S&A will help facilitate the check as requested above.

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

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name

457 PLAN

Employee # 084123

Participant Name

FRED PENNATI

Address

55 [REDACTED] LN EDINBURGH, TX 78541

Social Security

1000

Daytime Phone No.

(956) 279-4068

SECTION I - Hardship Withdrawal Request

I understand that this withdrawal will be considered to be due to financial hardship only to the extent that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

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

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

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

Hardship Requested \$ 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan \$ _____

Have you ever taken a hardship before? No If so what was the amount taken \$ _____

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

PARTICIPANT SIGNATURE XDate 12-04-07**SECTION II - Authorized Plan Representative**

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X

Date _____

SECTION III - Distribution Procedure

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

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

AI-6843

17.O.

Racial Profiling Report 2006

CC REGULAR

Date: 12/11/2007

Submitted By: Joel Rivera, CONSTABLE PCT. #1

Submitted For: Joel Rivera

Department: CONSTABLE PCT. #1

Agenda Area: Budget and Management

Information

CAPTION

Constable Precinct No. 1:

Discussion, consideration, and approval of the 2006 Racial Profiling Annual Report.

BACKGROUND

I will be there Tuesday to assist Valde and/ or answer and questions from commissioners court. Report covers from 1-1-06 to 12-31-06.

Fiscal Impact

Attachments

Link: [stats1](#)

Link: [stats2](#)

Link: [stats3](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/04/2007 02:16 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/04/2007 04:10 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 02:57 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:13 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Joel Rivera

Started On: 12/04/2007 09:14
AM

Final Approval Date: 12/07/2007

TABLE 3 STOP REASON AND DISPOSITION BY RACE

STOP REASON	DISPOSITION	ASIAN	% OF RACE
HAZARDOUS TRAFFIC	ARREST	0	#DIV/0!
HAZARDOUS TRAFFIC	RELEASED	0	#DIV/0!
HAZARDOUS TRAFFIC	CITATION	0	#DIV/0!
HAZARDOUS TRAFFIC	WARNING	0	#DIV/0!
INVESTIGATION	ARREST	0	#DIV/0!
INVESTIGATION	RELEASED	0	#DIV/0!
INVESTIGATION	CITATION	0	#DIV/0!
INVESTIGATION	WARNING	0	#DIV/0!
NON-HAZARDOUS TRAFFIC	ARREST	0	#DIV/0!
NON-HAZARDOUS TRAFFIC	RELEASED	0	#DIV/0!
NON-HAZARDOUS TRAFFIC	CITATION	0	#DIV/0!
NON-HAZARDOUS TRAFFIC	WARNING	0	#DIV/0!
TOTAL		0	#DIV/0!

% OF RACE

STOP REASON	DISPOSITION	HISPANIC	% OF RACE
HAZARDOUS TRAFFIC	ARREST	3	1%
HAZARDOUS TRAFFIC	RELEASED	0	0%
HAZARDOUS TRAFFIC	CITATION	230	66%
HAZARDOUS TRAFFIC	WARNING	61	18%
INVESTIGATION	ARREST	0	0%
INVESTIGATION	RELEASED	0	0%
INVESTIGATION	CITATION	0	0%
INVESTIGATION	WARNING	0	0%
NON-HAZARDOUS TRAFFIC	ARREST	0	0%
NON-HAZARDOUS TRAFFIC	RELEASED	0	0%
NON-HAZARDOUS TRAFFIC	CITATION	43	12%
NON-HAZARDOUS TRAFFIC	WARNING	9	3%
TOTAL		346	100%

% OF RACE

STOP REASON	DISPOSITION	NATIVE AMERICAN	% OF RACE
HAZARDOUS TRAFFIC	ARREST	0	#DIV/0!
HAZARDOUS TRAFFIC	RELEASED	0	#DIV/0!
HAZARDOUS TRAFFIC	CITATION	0	#DIV/0!
HAZARDOUS TRAFFIC	WARNING	0	#DIV/0!
INVESTIGATION	ARREST	0	#DIV/0!
INVESTIGATION	RELEASED	0	#DIV/0!
INVESTIGATION	CITATION	0	#DIV/0!
INVESTIGATION	WARNING	0	#DIV/0!
NON-HAZARDOUS TRAFFIC	ARREST	0	#DIV/0!
NON-HAZARDOUS TRAFFIC	RELEASED	0	#DIV/0!
NON-HAZARDOUS TRAFFIC	CITATION	0	#DIV/0!
NON-HAZARDOUS TRAFFIC	WARNING	0	#DIV/0!
TOTAL			#DIV/0!

% OF RACE

STOP REASON	DISPOSITION	TOTAL %	NUMBER
HAZARDOUS TRAFFIC	ARREST	1%	4
HAZARDOUS TRAFFIC	RELEASED	0%	0
HAZARDOUS TRAFFIC	CITATION	68%	306
HAZARDOUS TRAFFIC	WARNING	15%	65
INVESTIGATION	ARREST	0%	0
INVESTIGATION	RELEASED	0%	0
INVESTIGATION	CITATION	0%	0
INVESTIGATION	WARNING	0%	0
NON-HAZARDOUS TRAFFIC	ARREST	0%	0
NON-HAZARDOUS TRAFFIC	RELEASED	0%	0
NON-HAZARDOUS TRAFFIC	CITATION	13%	60
NON-HAZARDOUS TRAFFIC	WARNING	3%	12
TOTAL		100%	447

% OF STOPS
0%
#DIV/0!
0%
0%
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
0%
0%
#DIV/0!

% OF STOPS

STOP REASON	DISPOSITION	AFRICAN	% OF RACE
HAZARDOUS TRAFFIC	ARREST	0	#DIV/0!
HAZARDOUS TRAFFIC	RELEASED	0	#DIV/0!
HAZARDOUS TRAFFIC	CITATION	0	#DIV/0!
HAZARDOUS TRAFFIC	WARNING	0	#DIV/0!
INVESTIGATION	ARREST	0	#DIV/0!
INVESTIGATION	RELEASED	0	#DIV/0!
INVESTIGATION	CITATION	0	#DIV/0!
INVESTIGATION	WARNING	0	#DIV/0!
NON-HAZARDOUS TRAFFIC	ARREST	0	#DIV/0!
NON-HAZARDOUS TRAFFIC	RELEASED	0	#DIV/0!
NON-HAZARDOUS TRAFFIC	CITATION	0	#DIV/0!
NON-HAZARDOUS TRAFFIC	WARNING	0	#DIV/0!
TOTAL		0	#DIV/0!

% OF RACE

% OF STOPS
75%
#DIV/0!
75%
94%
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
72%
75%
#DIV/0!

% OF STOPS

STOP REASON	DISPOSITION	WHITE	% OF RACE
HAZARDOUS TRAFFIC	ARREST	1	1%
HAZARDOUS TRAFFIC	RELEASED	0	0%
HAZARDOUS TRAFFIC	CITATION	76	75%
HAZARDOUS TRAFFIC	WARNING	4	4%
INVESTIGATION	ARREST	0	0%
INVESTIGATION	RELEASED	0	0%
INVESTIGATION	CITATION	0	0%
INVESTIGATION	WARNING	0	0%
NON-HAZARDOUS TRAFFIC	ARREST	0	0%
NON-HAZARDOUS TRAFFIC	RELEASED	0	0%
NON-HAZARDOUS TRAFFIC	CITATION	17	17%
NON-HAZARDOUS TRAFFIC	WARNING	3	3%
TOTAL		101	100%

% OF RACE

% OF STOPS
0%
#DIV/0!
0%
0%
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
0%
0%
#DIV/0!

% OF STOPS

STOP REASON	DISPOSITION	OTHER	% OF RACE
HAZARDOUS TRAFFIC	ARREST	0	#DIV/0!
HAZARDOUS TRAFFIC	RELEASED	0	#DIV/0!
HAZARDOUS TRAFFIC	CITATION	0	#DIV/0!
HAZARDOUS TRAFFIC	WARNING	0	#DIV/0!
INVESTIGATION	ARREST	0	#DIV/0!
INVESTIGATION	RELEASED	0	#DIV/0!
INVESTIGATION	CITATION	0	#DIV/0!
INVESTIGATION	WARNING	0	#DIV/0!
NON-HAZARDOUS TRAFFIC	ARREST	0	#DIV/0!
NON-HAZARDOUS TRAFFIC	RELEASED	0	#DIV/0!
NON-HAZARDOUS TRAFFIC	CITATION	0	#DIV/0!
NON-HAZARDOUS TRAFFIC	WARNING	0	#DIV/0!
TOTAL		0	#DIV/0!

% OF RACE

% OF STOPS
0%
#DIV/0!
0%
0%
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
0%
0%
#DIV/0!

% OF STOPS

% OF STOPS
25%
#DIV/0!
25%
6%
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
28%
25%
#DIV/0!

% OF STOPS

% OF STOPS
0%
#DIV/0!
0%
0%
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
#DIV/0!
0%
0%
#DIV/0!

% OF STOPS

(I) Introduction

Opening Statement

Date: 12/3/2007

Since January 01, 2004, the Hidalgo County Constable Department Pct. 1 in accordance with the Texas Racial Profiling Law (S.B. No. 1074), has been collecting Deputy contact data for the purpose of identify and responding (if necessary) to concerns regarding racial profiling practices. It is my hope that the findings provided in this report will serve as evidence that the Hidalgo County Constable Department Pct. 1 continues to strive towards the goal of maintaining strong relations with community.

In this report, the reader will encounter several sections designed at providing background information on the rationale and objectives of the Texas Racial Profiling Law. Other sections contain information relevant to the institutional policies adopted by the Hidalgo County Constable Department Pct. 1 banishing the practice of racial profiling among its officers.

The final components of this report provide statistical data relevant to the public contacts made during the period 01/01/06 and 12/31/06. The analysis of the data and recommendations for future areas of research are also included. It is my sincere hope that the channels of communications between county leaders and the Hidalgo County Constable Department Pct. 1 Continue to strengthen as we move forward to meet the challenges of the near future.

Sincerely,

Constable Pct. 1

Table of Content

**Deputies Contact Data
Annual Report
January 1, 2006 ---- December 31, 2006**

Table of content

(I) Introduction

- a) Opening statement Outlining Rationale and Objective of report
- b) Table of Content
- c) The Texas Law on Racial Profiling
- d) Outline of Requirements Introduced by The Texas Racial Profiling Law

(II) Background

- a) Constable Department Pct. 1 General Orders/Procedures
- b) Report on Inventory/ Usage of Video/ Audio Equipment in Police Vehicles

(III) Responding to the Texas Racial Profiling Law

- a) Institutional Policy on Racial Profiling
- b) Implementation of Complaints Process Addressing Allegations of Racial Profiling Practices
- c) Training Administered to Law Enforcement Personnel
- d) Tables Depicting Deputies Contact Information (01/01/04---12/04/04).
- e) Reports on Complaints (if any) Filed Against Deputies for Violating Racial Profiling Policy

(IV) Summary of Findings

- a) Summary Statement Regarding Findings
- b) Recommendations Addressing Issues of Concern
- c) Check List/Contact Information

The Texas Law on Racial Profiling

Texas Racial Profiling Law Requirement

General Order

Hidalgo County Constable Department Pct. 1

General Order

The following section established the mission, vision, goals, objectives, oath, ethics, and employment practices of the Hidalgo County Constable Department Pct. 1. Each of these components is reviewed on an annual basis in order to ensure it adequately addresses the emerging needs of the department, Hidalgo County Precinct 1, and the residents of the Hidalgo County Precinct 1 community.

Mission

The Hidalgo County Constable Department Pct. 1 will always strive to provide the highest quality service, preserving human rights, lives, and property, while attempting to achieve the mission goals of the department, the precinct, and the community. In the Hidalgo County Constable Department Pct. 1, we are committed to the highest professional standards, working in partnership with our citizens to problem solve and meet the challenges of reducing crime, creating a safer environment, and improving the community members' quality of life.

Vision

We, the men and woman of the Hidalgo County Constable Department Pct. 1, are committed to excellence in leadership, providing progressive and proactive services, developing community partnerships, and building for a better future.

Values

We, the members of the Hidalgo County Constable Department Pct. 1, value the following in our members and our organization:

- Honesty
- Professionalism
- Integrity
- Compassion
- Cultural Diversity

Oath of Office

Each member and volunteer of the Hidalgo County Constable Department Pct. 1 shall subscribe to and abide by the Oath of Office:

I _____ do solemnly swear or affirm that I will faithfully execute the duties of a Deputy Constable of the Hidalgo County Constable Department Pct. 1, Hidalgo County, Texas, and will to the best of my ability preserve, protect and defend the Constitution and the Laws of the United States, and of this State, and I furthermore solemnly swear or affirm that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute, any money or valuable thing to receive my appointment.

So Help Me God.

Upon swearing to the Oath of Office, a signed copy is placed in the employee's personal file.

Code of Ethics

Each member of the Hidalgo County Constable Department Pct. 1 shall subscribe to and abide by the Code of Ethics:

As a Law Enforcement Officer, my fundamental duty is to serve humanity; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the Constitutional Rights of all people to liberty, equality and justice.

I will keep my private life unsullied as an example to all; maintain courageous calm in the of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the of the welfare of other. Honest in obeying the laws of the land and the regulations of my Department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the Performance of my duty.

I will never act officiously or permit personal feelings, prejudices, animosities, or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or violence and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to ethics of Law Enforcement. I will constantly strive to achieve these objectives and ideals, dedicating myself to my chosen profession ... Law Enforcement.

The newly sworn member shall be given one copy of the Code of Ethics.

Equal Opportunity/Affirmative Action

The Hidalgo County Constable Department Pct. 1 is to be fair and impartial in all of its relations with its employees or applicants for employment while adhering to the concept of equal employment opportunity and affirmative actions as a necessary element of basic merit system principles. In order to achieve this goal, the Hidalgo County Constable Department Pct. 1 hereby reaffirms its official policy that discrimination on the basis of sex, race, color, religion, national origin, age, mental or physical handicap, disabled or veteran status is prohibited by all employees of the Hidalgo County Constable Department Pct. 1. This policy will apply and is not limited to recruitment, promotion, hiring, layoff, termination, demotion, transfer, training, rates of pay, fringe benefits, or other forms of compensation, use of facilities, and other terms, conditions and privileges of employment for all job classifications. The Hidalgo County Constable Department Pct. 1 will take the necessary steps in its employment policies, practices and procedures and make reasonable accommodations in order to assure that appropriate equal employment opportunities are available to all persons.

Policy on Usage of Video/Audio Equipment

Video Policy

If the Deputy Constable's unit is equipped with a video camera, the video and sound shall be activated prior to the stop (traffic stop or pedestrian stop), to record the behavior of the vehicle or person, and shall remain activated until the person is released and resumes their journey.

The Hidalgo County Constable's Department Precinct 1 shall retain the video and audiotapes, of each traffic and pedestrian stop for at least ninety (90) days after the date of the stop. If a complaint is filed with this department alleging that one of our deputies has engaged in racial profiling with respect to traffic or pedestrian stops, this department shall retain the video and audio tapes of the stop until final disposition of the complaint.

The Chief Deputy will ensure that deputies of this department are recording their traffic and pedestrian stops. A recording of each deputy will be reviewed at least once every ninety (90) days or sooner if so deemed necessary.

In the absence of a specific, credible report of a person's physical description, race, ethnicity, gender or sexual orientation or any combination of these shall not be a factor in determining probable cause for an arrest or reasonable suspicion for a stop.

The deliberate recording or any misleading information related to the actual or perceived race, ethnicity, gender, or sexual orientation of a person stopped for investigation or enforcement purposes is prohibited and is cause for disciplinary action, up to and including termination.

All reports, citations and/or information of traffic stops by any deputy shall be submitted to the chief Deputy prior to the end of the shift. All information contained in each report will be compiled and analyzed pursuant to Chapter 2 of the Texas Code of Criminal Procedure.

(III) Responding to the Texas Racial Profiling Law

Institutional Policy on Racial Profiling

Complaint Process: Addressing Allegations of Racial Profiling Practices

Filing a Complaint with Hidalgo County Constable Department Pct. 1

Understanding the Process

Once an individual has filed a complaint regarding racial profiling, he/she should expect the following process to commence:

1. The department shall accept complaints from any person who believes he or she has been stopped or searched based on racial, ethnic or national origin profiling. No person shall be discouraged, intimidated or coerced from filing a complaint, nor discriminated against because he or she filed such a complaint.
2. Any employee who receives an allegation of racial profiling, including the deputy who initiated the stop, shall fill out a Department Incident Report and forward the complaint to the Chief Deputy. Any employee contacted shall advise the person of the department's process of filing a complaint. All employees will report any allegations of racial profiling to the Chief Deputy before the end of their shift.
3. Investigation of a complaint shall be conducted in a thorough and timely manner. All complaint will be acknowledged in writing to the initiator who will receive disposition regarding complaint within a reasonable period of time. The investigation shall be reduced to writing and any reviewer's comments or conclusions shall be filed with his designee. When applicable, findings and/or suggestions for disciplinary action, retaining, or changes in policy shall be filed with the Constable.
4. If a racial profiling complaint is sustained against a deputy, it will result in appropriate corrective and/or disciplinary action, up to and including termination.
5. If there is a departmental video or audio recording of the events upon which a complaint of racial profiling is based, upon commencement of an investigation by this department into the complaint and written request of the deputy made the subject of the complaint, this department shall promptly provide a copy of the recording to that deputy.

Racial Profiling Training

Training

In compliance with the Texas Racial Profiling Law, the Hidalgo County Constable Department Pct. 1 has asked that all its Deputies adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training.

All Deputies from the Hidalgo County Constable Department Pct. 1 have been asked to complete TCLEOSE training and education program on racial profiling not later than the second anniversary of the date the Deputy is licensed under Chapter 1701 of the Texas Occupations Code or the date the Deputy applies for an intermediate proficiency certificate, whichever date is earlier. A person, who on September 1, 2001, held a TCLEOSE intermediate proficiency certificate, or who had held a peace officer license issued by TCLEOSE for at least two years, will complete a TCLEOSE training and education program on racial profiling not later than September 1, 2003.

Tables Illustrating Police Contact

Tier 2 Data

Report on Complaints

Corrective Action

It is the policy Hidalgo County Constable Department Pct. 1 that any Deputy who, after an internal investigation, has been found guilty of engaging in racial profiling, that one of the following series of disciplinary measures is taken (as per recommendation of the Chief Deputy):

- 1) Deputy is retrained in racial sensitivity issues.
- 2) Deputy is suspended and as a condition of further involvement with Hidalgo County Constable Department Pct. 1 is asked to undergo racial sensitivity training.
- 3) Deputy is terminated.

Data on Corrective Action

The following table contains data regarding Deputies that have been subject of a complaint, during the time period of 04/01/04 --- 12/31/04, based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.

X

Check above if the Hidalgo County Constable Department Pct. 1 has not received any complaints, on any members of its Deputies, for having violated the Texas Racial Profiling Law during the time period of 04/01/04 --- 12/31/04.

Complaints Filed for Possible Violations of S.R. 1074 (Texas Racial Profiling Law)

[illegible]

Additional Comments:

(IV) Summary of Findings

Summary Statement Regarding Findings

Summary Statement

The findings suggest that the Hidalgo County Constable Department Pct. 1 does not currently experience a problem regarding racial profiling practices. This is supported by the fact that it has not received complaints from community members regarding Deputies misconduct associated with racial profiling practices.

The continuing effort to collect Deputy contact data will assure an on-going evaluation of the Hidalgo County Constable Department Pct. 1 practices. Thus, allowing for the citizens of Hidalgo County Precinct 1 community to benefit from professional and courteous service from their Constable Department.

Recommendations

Recommendations

Based on the findings introduced in this report, the Constable, along with the Chief Deputy, have agreed to adopt the following measures aimed at addressing potential racial profiling problems:

- Provide further racial sensitivity training to its Constable personnel
- Disseminate information to all Deputies regarding the guidelines of behavior acceptable under the newly adopted Texas Racial Profiling Law
- Keep Hidalgo County Commissioners Court and other County Officials of measures being implemented at the Hidalgo County Constable Department Pct. 1.

Checklist and Contact Information

Checklist

(I) The following requirements must be met by all Law Enforcement agencies in the State of Texas:

- ☒ Clearly defined act of actions that constitute racial profiling
- ☒ Statement indicating prohibition of any Deputy employed by the Hidalgo County Constable Department Pct. 1 from engaging in racial profiling
- ☒ Implement a process by which an individual may file a complaint regarding racial profiling violations
- ☒ Implement disciplinary guidelines for Deputy found in violation of the Texas Racial Profiling law
- ☒ Collect data (Tier 2) that includes information on
 - a) Race and ethnicity of individual detained
 - b) Whether a search was conducted
 - c) If there was a search, whether it was a consent search or a probable cause search
 - d) Whether a custody arrest took place
- ☒ Produce an annual report on Deputies contacts (Tier 2) and present this to County Governing body by May 2005
- ☒ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation

(II) For additional questions regarding the information presented in this report, please contact:

Deputy Joel Rivera
1902 Joe Stephens Suite 303
Weslaco, Texas 78596
956-447-3775

Deputy Contact Data

Annual Report

01/01/06 ---- 12/31/06

(II) Background

**Summary of Racial Profiling Report
Hidalgo County Constable Department Pct.1**

Table 1: Detention Disposition by Race

Hispanic:

	Number	% of Race
Arrested	3	1%
Released	0	0.0%
Ticketed	273	79%
Warned (Written)	70	20%
Total	346	100%

Caucasian:

	Number	% of Race
Arrested	1	1.0%
Released	0	0.0%
Ticketed	93	92%
Warned (Written)	7	7%
Total	101	100%

For Asian, African, Native American, and Other there were no stops conducted.

Table 2: Search Status by Race

Hispanic:

	Number	% of Race
Consent Search	0	00.00%
No Search	330	95.00%
Probable Cause Search	16	5%
Total	346	100%

Caucasian:

	Number	% of Race
Consent Search	1	1%
No Search	87	86%
Probable Cause Search	13	13%
Total	10	100%

For Asian, African, Native American, and Other there were no stops conducted, therefore no Searches conducted.

Table 3: Stop Reason and Disposition by Race

Hispanic:

		Number	% of Race
Hazardous Traffic	Arrested	3	1.0%
Hazardous Traffic	Released	0	0.0%
Hazardous Traffic	Ticketed	230	66%
Hazardous Traffic	Warned (Written)	61	18%
Investigation Stop	Arrested	0	0.0%
Investigation Stop	Released	0	0.0%
Investigation Stop	Ticketed	0	0.0%
Investigation Stop	Warned (Written)	0	0.00%
Non-Hazardous Traffic	Arrested	0	0.0%
Non-Hazardous Traffic	Released	0	0.0%
Non-Hazardous Traffic	Ticketed	43	12%
Non-Hazardous Traffic	Warned (Written)	9	3%
Total		346	100%

Caucasian:

		Number	% of Race
Hazardous Traffic	Arrested	1	1.0%
Hazardous Traffic	Released	0	0.0%
Hazardous Traffic	Ticketed	76	75.0%
Hazardous Traffic	Warned (Written)	4	4.0%
Investigation Stop	Arrested	0	0.0%
Investigation Stop	Released	0	0.0%
Investigation Stop	Ticketed	0	0.0%
Investigation Stop	Warned (Written)		
Non-Hazardous Traffic	Arrested	0	0.0%
Non-Hazardous Traffic	Released	0	0.0%
Non-Hazardous Traffic	Ticketed	17	17%
Non-Hazardous Traffic	Warned (Written)	3	3%
Total		101	100%

For Asian, African, Native American, and Other there were no stops conducted.

Table 4: Statement of the Charge

Hispanic:

	Number	% of Race
Felony	0	0%
Misdemeanor	40	9%
Traffic	306	100%

Table 4: Statement of the Charge Cont.

Caucasian:

	Number	% of Race
Felony	0	0%
Misdemeanor	20	4%
Traffic	81	100%

For Asian, African, Native American, and Other there were no stops conducted, therefore no Charges filed.

Table 5: Gender

Hispanic:

	Number	% of Race
Male	218	49%
Female	128	29%
Total	346	78%

Caucasian:

	Number	% of Race
Male	61	14%
Female	40	9%
Total	101	23%

Table 6: Location of Stop

Hispanic:

	Number	% of Race
Pct.1	249	56%
Outside Pct.1	97	22%
Total	346	78%

Caucasian:

	Number	% of Race
Pct.1	61	14%
Outside Pct.1	40	9%
Total	101	23%

For Asian, African, Native American, and Other there were no stops conducted, therefore there is no Gender numbers.

Table 7: Contraband and Disposition

Hispanic:

	Number	% of Race
Contraband	0	100%
Disposition Ticket	0	100%

For Asian, African, Native American, Caucasian and Other there was no Contraband found.

Table 8: Type of Contraband Collected

Hispanic:

	Number	% of Race
Marujuna	0	100%

For Asian, African, Native American, Caucasian and Other there was no Contraband Collected.

AI-6886

17.P.

**Funding Request Child.Adv. Center dba Estrella's House
CC REGULAR**

Date: 12/11/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

1. Discussion and action regarding funding request from Children's Advocacy Group (dba Estrella's House).
2. Discussion, consideration and action on Declaration of Support to Children's Advocacy Center (dba Estrella's House) by the County of Hidalgo.
3. Approval of 2007 appropriation of funds for the Child Advocacy Center (1100) in the amount of \$20,633.51.
4. Authorize County Auditor to issue check in the amount of \$ 20,633.51 to Children's Advocacy Center (dba Estrella's House).

BACKGROUND

Funds deposited and are available in Acct. 7-1100-363-00-000-000-0-000 Receipt #113297 (attached)
Received from State Comptroller 2006 Electric Co-op Unclaimed

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1100-444-20-110-057-0-843

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation in the amount of \$20,633.51.
Revenues deposited in Acct. 7-1100-363-00-000-000-0-000 GEN FUND-ESCHEATS
(Receipt #113297 (see attached)
Received from State Comptroller 2006 Electric Co-op Unclaimed).

Attachments

Link: [declaration](#)

Link: [receipt](#)

Link: [2007 BA for Child
Advocacy Center \(1100\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/05/2007 11:29 AM	APRV
2	Dale Kennan	Dale Kennan	12/06/2007 09:58 AM	APRV

3	Auditor's Office	Arcilia Duran	12/07/2007 03:04 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:15 PM	APRV
5	Court Administrator (Originator)	Monica Badillo	12/07/2007 03:26 PM	APRV

Form Started By: Monica Badillo

Started On: 12/04/2007 04:27 PM

Final Approval Date: 12/07/2007

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**Declaration of Support to the
Children's Advocacy Center of Hidalgo County
by the County of Hidalgo, Texas**

Whereas, the Children's Advocacy Center of Hidalgo County, d/b/a Estrella's House ("Estrella's House"), has requested that Hidalgo County (the "County") support its efforts to help abused children in the county;

Whereas, child abuse is recognized as a national significant problem and as such Estrella's House has been created in accordance with Texas Family Code Chapter 264;

Whereas, Local Government Code Section 381.004 (e) and (f) permit the Commissioners Court of a county to support a children's advocacy center that provides services to abused children from unclaimed property monies received from the Texas Comptroller of Public Accounts as described in Local Government Code Section 381.004(e); and

Whereas, Hidalgo County has found it is in the best interest of the County's residents to support Estrella's House by providing funds as allowed by Local Government Code Section 381.004.

Pursuant to Local Government Code Chapter 381, the Commissioners' Court of Hidalgo County, Texas (the "County"), does hereby tender to Estrella's House, located at 525 W. Wisconsin, Edinburg, Texas, the amount of twenty thousand six hundred thirty three dollars and fifty-one cents (\$20,633.51). The amount tendered to Estrella's House is to be used only for the furtherance of the purposes set forth below:

- To access victims of child abuse and their families to determine their needs of services relating to the investigation of child abuse.
- To provide services determined to be needed.
- To provide a facility at which a multidisciplinary team appointed under Texas Family Code Section 264.406 can meet to facilitate the efficient and appropriate disposition of child abuse through the civil and criminal justice systems.
- To coordinate the activities of governmental entities relating to child abuse investigations and delivery of services to child abuse victims and their families.

Estrella's House agrees to allow the County Auditor or his representative the right, upon reasonable notice, to review and audit all books and records of Estrella's House.

Estrella's House, by the acceptance of this monetary support, warrants and represents that this support shall be held, administered, and used in accordance with all the terms and conditions in this instrument.

Passed and Approved on this the _____ day of December, 2007 by the Commissioners' Court of Hidalgo County, Texas.

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

**CHILDREN'S ADVOCACY CENTER
OF HIDALGO COUNTY**

By: Robert Garcia
Its: Executive Director

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.



By: Stephen L. Crain



Receipt No 113297

Old Ref. No.

Batch No 7 8181

Customer

Date 09-07-2007

Bank No 01

Received From ST.COMP UNCLAIMED 2006 ELECTRIC

TotalsMailing Name
Address

Cash		Credit
Check	20,633.51	Memo

Credits	Description	Account Number	Amount	Notation
	ELECTRIC CO-OP UNCLAIMED 2006	7-1100-363-00-000-000-0-000	20,633.51	115135532

Debits

	ELECTRIC CO-OP UNCLAIMED 2006	7-1100-101-00-000-000-0-000	20,633.51

DATE: December 5, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Child Advocacy Center (1100)

ACCOUNT NUMBER: 7-1100-444-20-110-057-0-843

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406



SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C.

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
7-1100-444-20-110-057-0-843	CHILD ADVOCACY CTR-AID TO NONGOVT AGENCY	20,633.51
7-1100-363-00-000-000-0-000	GEN FUND-ESCHEATS	20,633.51
TOTAL BUDGET INCREASE (DECREASE)		\$ 20,633.51

REASON: To appropriate funding received from State Comptroller 2006 Electric Co-op Unclaimed Monies (Receipt # 113297) for the Children's Advocacy Center (dba Estrella's House).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-6850

17.Q.

**Amendment to Museum Agreement
CC REGULAR**

Date: 12/11/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration, and action on Amendment to Agreement between Hidalgo County and Museum of South Texas History.

BACKGROUND

Amendment to reflect additional \$50,000.00 for year 2007
Funds Available in Acct. #7-1100-451-32-115-034-0-843

Legal Counsel prepared Amendment (attached).

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-451-32-115-034-0-843

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 12-4-07 \$50,000.00

Attachments

Link: [Amendment](#)

Link: [current agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/04/2007 02:21 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/04/2007 03:54 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 03:18 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:53 PM	APRV
5	Court Administrator (Originator)	Monica Badillo	12/07/2007 04:45 PM	APRV

Form Started By: Monica Badillo

Started On: 12/04/2007 10:34 AM

Final Approval Date: 12/07/2007

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO THE
MUSEUM FUNDING AGREEMENT BETWEEN
HIDALGO COUNTY AND
THE MUSEUM OF SOUTH TEXAS HISTORY**

This amendment is entered into by and between Hidalgo County (the "County") and the Museum of South Texas History (the "Museum") effective _____ 2007.

WHEREAS, the County and Museum entered into an Agreement (the "Agreement") on or about January 16, 2007, but made effective January 1, 2007, related to the provision of services by the Museum of a county historical museum located in Edinburg, Texas, and open to the public;

WHEREAS, the Museum requested additional funding at the time of execution of the Agreement which the County failed to allocate in the Agreement, for use by the Museum in operating its facilities during the calendar year 2007;

WHEREAS, the County now desires to fully fund the Museum's original request by amending the Agreement to increase the funding amount allocated to the Museum in the Agreement by an additional Fifty Thousand Dollars (\$50,000.00) for a total funding amount of Three Hundred and Sixty Thousand Dollars and no/100ths (\$360,000.00);

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. Paragraph (3) of the Agreement is deleted in its entirety and replaced with a new paragraph (3) to read as follows:

As consideration for the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of Three Hundred and Sixty Thousand Dollars and no/100ths (\$360,000.00), payable no later than December 31, 2007.

2. All terms and conditions set forth in the Contract except as amended herein are ratified and confirmed and shall remain in full force and effect during the term of the Agreement or any extension thereof pursuant to the terms of the Agreement.

Executed effective as of the date first written above.

MUSEUM OF SOUTH TEXAS HISTORY

By: _____

Printed Name: _____

Title: _____

HIDALGO COUNTY

By: _____
J.D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain



Founded in 1967 as the
Hidalgo County Historical Museum

Trustees

Mitch Roberts
Chairman, Edinburg
Willard Moon
Vice-Chairman, McAllen

Barbara Guerra
Chairman-Elect, Edinburg

Virginia Meyer
Secretary, Edinburg

Bob Almendarez
Treasurer, Edinburg

Kent Shepard
Past Chairman, McAllen

Steve Alaniz
Edinburg

Dora Brown
McAllen

Carlos Cardenas
McAllen

June Corso
McAllen

S. David Deanda
Pharr

Patsy de los Santos
Edinburg

Alice East
Linn

Patty Garza
Edinburg

Sylvia Sanchez Garza
McAllen

Maxine Guerra
Linn

Gretchen Kreidler
McAllen

Cullen R. Looney
Edinburg

Frances McAllen
Linn

Murray Meggison
McAllen

Susie Robertson
McAllen

Jamie Runnels
McAllen

Reba Showers
McAllen

Brad Williams
McAllen

Advisory Council

Gertrude Butcher
Edinburg

L. G. "Jerry" Canales
Edinburg

Humberto "Sonny" Cavazos
McAllen

Kathy Collins
McAllen

Sergio Contreras
McAllen

Madelaine McLelland
Hearlingen

Loretta Riscia
Edinburg

Norma Rodriguez
Edinburg

Bob Simpson
McAllen

Mickey Smith
McAllen

Shan Rankin
Executive Director

March 20, 2007

Mr. Valde Guerra
Budget Officer
Hidalgo County Courthouse
P. O. Box 1356
Edinburg, TX 78540

Dear Valde:

Enclosed per our conversation last week are two signed copies of the contract with the County for \$310,000 to provide museum services. Per our discussion, it is our understanding that an additional \$50,000 will be provided to the Museum during the course of 2007 to meet the customary \$360,000 that has been provided to the Museum annually. As I shared with you, these funds are very important because, based on the understanding that our 2006 funding level would continue, we have budgeted additional positions for 2007, and in the years to come. I really appreciate your visiting with me on the phone to assure me the funds will be forthcoming and am very grateful for your interest in the Museum.

As you are aware, **we are NOT asking for any MORE funding than we received in 2006**, but we have budgeted to distribute the same amount more heavily in the Operations area. As in years past, this support will help the Museum to stretch to yet another level to improve our services to the community. We are deeply grateful for the County's support.

With best wishes, I am

Sincerely yours,

(Mrs.) Shan Rankin
Executive Director

Enclosures

P. S. I am also enclosing the invoices for the period of time which elapsed while waiting for clarification of our status. Since the contract has not been formally approved we have left the approval date blank. Could you please write it in and send a copy to me?

HIDALGO COUNTY
BUDGET OFFICE
2007 MAR 20 PM 3 03

... preserving and presenting the borderland heritage of South Texas and Northeastern Mexico

121E. McINTYRE • EDINBURG, TEXAS 78541 • 956 383-6911 • fax 956 381-8518

STATE OF TEXAS

§

§

COUNTY OF TEXAS

§

MUSEUM FUNDING AGREEMENT

This Museum Funding Agreement (the "Agreement") is made and entered into on this the 16th day of January, 2007 but is made effective the 1st day of January, 2007, by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the "County" and the Museum of South Texas History, a Texas non-profit corporation hereinafter referred to as the "Museum".

WITNESSETH:

WHEREAS, County is authorized to operate and maintain parks, playgrounds and historical museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County; and

WHEREAS, as consideration for the Museum to provide the services of a County historical museum located in Edinburg, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for use by the Museum in operating its facilities during the calendar year 2007.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Obligation of Museum.** During the period of this Agreement, Museum agrees to provide a historical Museum for all persons in Hidalgo County. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a historical museum for the purposes of acquiring, constructing, maintaining, and displaying to the public permanent exhibits of historical significance to the County.
2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest in the history of Hidalgo County, Texas during the period of this Agreement.

3. **Consideration.** As consideration for the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of Three Hundred Ten Thousand and 00/100ths Dollars (\$310,000.00), payable in twelve (12) equal monthly installments, beginning January 1, 2007 and ending December 31, 2007.
4. **Term.** The period of this Agreement will be for one (1) year, commencing on January 1, 2007 and ending December 31, 2007.
5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for conducting the programs and for any damage to the historical building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.
6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the maintenance, operation and use of the historic Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1 and 2 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise from an injury, death or damage to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1 and 2 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code §101.001 et seq., as now existing or hereinafter amended, replaced or recorded.
7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently possess with regard to the establishment or maintenance of other museum or the collection of any items related to the history of Hidalgo County or the South Texas area.
8. **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 and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or 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.

9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the County and Museum, and not otherwise.
11. **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.
12. **Notice.** Except as may be otherwise specifically provided in this Agreement, 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 County: Hidalgo County, Texas
 Attention: County Judge
 P.O. Box 1356
 Edinburg, Texas 78540-1356

If to Museum : Museum of South Texas History
 Attention: Executive Director
 121 E. McIntyre
 Edinburg, Texas 78541

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.

13. **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. **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.
15. **Assignment.** This Agreement shall not be assignable.
16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
18. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Museum and County in accordance with its terms.
19. **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 Agreement, then any party may terminate this Agreement 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 Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
20. **Record Keeping and Audit.** Museum agrees to maintain records and reports as are necessary to establish the use of County funds under this Agreement for the purposes outlined in section 1 of this Agreement, and agrees to make those records and reports available to the County, and other local, state or federal agency or authority that may exercise jurisdiction over County funds. In addition, Museum agrees to comply with the reasonable requirements and standards of the Hidalgo County Auditor with respect to accounting for and reporting funds provided by County. Funds provided to Museum hereunder must be used in an activity that meets one of the objectives listed in Tex. Loc. Govt. Code §318.011 and 331.001, et. seq.

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

COUNTY OF HIDALGO, TEXAS



J. D. Salinas, III County Judge

ATTEST:



Arturo Guajardo, Jr. County Clerk

Museum of South Texas History

By: _____
Chairman, Board of Trustees

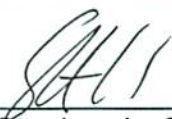
ATTEST:

Secretary

APPROVED BY
COMMISSIONERS' COURT
ON: JAN 16 2007

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: 

Stephen L. Crain

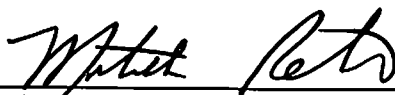
COUNTY OF HIDALGO, TEXAS

J. D. Salinas, III County Judge

ATTEST:

Arturo Guajardo, County Clerk

Museum of South Texas History

By: 
Mitch Roberts, Chairman, Board of Trustees

ATTEST:

Secretary

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:

Stephen L. Crain

AI-6924

17.R.

**Resolution For Adoption of The International Fire Code 2006 Edition
CC REGULAR**

Date: 12/11/2007
Submitted By: Yolanda Orozco, FIRE MARSHAL
Submitted For: A.A. Tony Pena, Jr.
Department: FIRE MARSHAL
Agenda Area: Budget and Management

Information

CAPTION

Fire Marshal Department:
Discussion, consideration, and approval of the Resolution for adoption of the International Fire Code 2006 edition.

BACKGROUND

Fiscal Impact

Attachments

Link: [Resolution](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/06/2007 09:44 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/06/2007 10:03 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 03:19 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:52 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 04:45 PM	APRV

Form Started By: Yolanda Orozco
Started On: 12/05/2007 03:55 PM

Final Approval Date: 12/07/2007

RESOLUTION FOR ADOPTION OF THE INTERNATIONAL FIRE CODE 2006 EDITION

A resolution of the Hidalgo County Fire Marshal's Office adopting the 2006 edition of the *International Fire Code*, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in Hidalgo County; providing for the issuance of permits and collection of fees therefore; repealing any previous Resolutions of Hidalgo County Fire Marshal's Office and all other resolutions and parts of the former resolutions in conflict therewith. The Commissioners of Hidalgo County Commissioners Court do ordain as follows:

Section 1. That a certain document, three (3) copies of which are on file in the Hidalgo County Fire Marshal's Office, being marked and designated as the *International Fire Code*, 2006 edition, including Appendix Chapters **One thru Forty five (1 – 45)**, to **include all appendixes, and indexes(in full form.)** (see *International Fire Code* Section 101.2.1, 2006 edition), as published by the International Code Council, be and is hereby adopted as the Fire Code of the Hidalgo County Fire Marshal's Office, in the State of Texas regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the Hidalgo County Fire Marshal's Office are hereby referred to, adopted, and made a part hereof, as if fully set out in this resolution, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this resolution.

Section 2. That the following sections are hereby revised:

Section 101.1 Insert: **Hidalgo County Fire Marshal's Office**

Section 109.3. Insert: **Class C Misdemeanor, no less than \$50.00, and not to exceed \$500.00, of which confinement is subject to other applicable state laws governing such.**

Section 111.4. Insert: **Class C Misdemeanor, No less than \$200.00, no more than \$500.00**

Section 3. That the geographic limits referred to in certain sections of the 2006 International Fire Code are hereby established as follows:

Section 3204.3.1.1 (geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited): Hidalgo County Fire Authority to specify

Section 3404.2.9.5.1 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited): Hidalgo County Fire Authority to specify

Section 3406.2.4.4 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited): Hidalgo County Fire Authority to specify
Section 3804.2 (geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): Hidalgo County Fire Authority to specify

Section 4. That a resolution of Hidalgo County Fire Marshal's Office entitled **International Fire Code 2000 Edition** and all other resolutions or parts of ordinances in conflict herewith are hereby repealed.

Section 5. That if any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be unconstitutional. Such decision shall not affect the validity of the remaining portions of this code. The Hidalgo County Commissioners hereby declares that it 2006 INTERNATIONAL FIRE CODE® v would have passed this resolution, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. That nothing in this resolution or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or Resolution hereby repealed as cited in Section 4 of this code; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this resolution.

Section 7. That the Hidalgo County Fire Marshal's Office is hereby ordered, and directed to cause this resolution to be published. (An additional provision may be required to direct the number of times the resolution to be published and to specify that it is to be in a newspaper in general circulation. Posting may also be required.)

Section 8. That this resolution and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect indefinitely from and after the date of its final passage and adoption, and or until a resolution to dismiss or adopt a separate, new, or updated code as so deemed necessary by Hidalgo County Commissioners, and, or the Hidalgo County Fire Marshal's Office.

RESOLUTION FOR ADOPTION OF THE INTERNATIONAL FIRE CODE 2006 EDITION

**Hidalgo County Judge
J.D. Salinas III**

**Commissioner Pct #2
Hector Palacios**

**Commissioner Pct #4
Oscar Garza**

**Commissioner Pct #1
Sylvia Handy**

**Commissioner Pct #3
Joe Flores**

**Hidalgo Co. Fire Marshal
A.A. Tony Pena Jr.**

AI-6953

17.S.

**Appraisal District Board votes 2008-2009
CC REGULAR**

Date: 12/11/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration, action regarding written Resolution and ballot selection of Appraisal District Board of Directors for 2008-2009.

BACKGROUND

Election results to be determined before December 31, 2007.

Fiscal Impact

Attachments

Link: [letter](#)

Link: [Resolution](#)

Link: [recap](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/06/2007 01:56 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/06/2007 02:52 PM	APRV
3	Auditor's Office	Arcilia Duran	12/06/2007 03:17 PM	APRV
4	Purchasing Department	Marty Salazar	12/06/2007 09:01 PM	APRV
5	Court Administrator (Originator)	Monica Badillo	12/07/2007 09:47 AM	APRV

Form Started By: Monica Badillo

Started On: 12/06/2007 10:23 AM

Final Approval Date: 12/07/2007

HIDALGO COUNTY APPRAISAL DISTRICT**ADMINISTRATION**

Rolando Garza, Chief Appraiser
Guadalupe Navarro, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461



www.hidalgond.org

BOARD OF DIRECTORS

Richard A. Garza	Chairman
Arturo E. Guerra, Jr.	Vice-Chairman
Amador Requenez	Secretary
Roy Rodriguez	Member
David Hernandez	Member
Armando Barrera, Jr.	Member

October 25, 2007

COPY

Honorable County Judge
J. D. Salinas
PO Box 1356
Edinburg, TX 78539-1356

Re: Ballot-Selection of Appraisal District Board of Directors 2008 - 2009

The Appraisal District is governed by five Board of Directors who are appointed by the taxing units that participate in the district. The county tax assessor-collector, Mr. Armando Barrera, Jr. is not appointed to the Board but serves as a non-voting director.

A governing body of a taxing unit may cast all its votes for one candidate or distribute them among candidates for any number of directorships. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser before DECEMBER 15, 2007. A voting unit shall cast its vote for a person nominated and named on the ballot. There is no provision for write-in candidates. The Chief Appraiser may not count votes cast for someone not listed on the official ballot.

Once all votes have been delivered to the Chief Appraiser, the Chief Appraiser will count the votes and declare the five candidates who received the largest cumulative vote totals elected, and submit the results before DECEMBER 31, 2007 to the governing body of each taxing unit in the district and to the candidates.

Enclosed you will find the following information:

1. An official ballot listing the nominees and the number of votes for your entity
2. Background history on the nominees
3. Number of authorized votes for each taxing entity

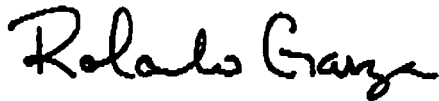
Fax: Administration (956) 289-2120 Market Analysis (956) 289-2122 Real Estate (956) 289-2121
Data Processing (956) 289-2121 Personal Property (956) 289-2122 Property Records (956) 289-2123
Exemptions (956) 289-2123 GIS/Mapping (956) 289-2123 Public Information (956) 289-2123

Page 2

If an entity prefers to mail the ballot to the Appraisal District, it is appreciated if the word **"BALLOT"** is placed on the left-hand corner of the envelope so it will not be mingled or opened with the Appraisal District regular mail.

If you have any questions, or I can provide you with any additional information, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

A handwritten signature in black ink that reads "Rolando Garza". The signature is written in a cursive, flowing style.

Rolando Garza, RPA
Chief Appraiser

RG:pa

Enclosures

**HIDALGO COUNTY APPRAISAL DISTRICT**

4405 South Professional Drive

PO Box 208

Edinburg, TX 78540-0208

"OFFICIAL BALLOT"**SELECTION OF APPRAISAL DISTRICT****BOARD OF DIRECTORS****2008 - 2009****Hidalgo County****Authorized Votes: 1135**

Cantu, Manuel	
Elizondo, Rodolfo T.	
Elizondo, Rodrigo "Rudy"	
Garcia, Pete	
Garza, Richard A.	
Guerra, Arturo "Art" E. Jr.	
Hernandez, David	
Requenez, Amador	
Trevino, Gregorio	
Whitaker, Charles	

Date Resolution Passed
(Attach Resolution)

Authorized Representative

cc: Finance Director of each entity

**FAX: Administration (956) 289-2120 Market Analysis (956) 289-2122 Real Estate (956) 289-2121
Data Processing (956) 289-2121 Personal Property (956) 289-2122 Property Records (956) 289-2123
Exemptions (956) 289-2123 GIS/Mapping (956) 289-2123 (956) 289-2123 Public Information (956) 289-2123**

**HIDALGO COUNTY APPRAISAL DISTRICT
PO BOX 208
4405 S. PROFESSIONAL DRIVE
EDINBURG, TX 78540-0208**

**NOMINEES
HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS
2008 - 2009**

Cantu, Manuel	Edinburg
Elizondo, Rodolfo T.	Mercedes
Elizondo, Rodrigo "Rudy" Board of Directors of McAllen Affordable Homes, 10 years; Board of Directors Rio Grand Builders Association 15 years past president 3 times; serving on McAllen Planning & Zoning & McAllen Parks Blue Ribbon board; Board member of Casa for kids	McAllen
Garcia, Pete Employed by Swift Beef Company for the past eighteen years as Meat Buyer and Sales Manager; PSJA School Board from 2004 to present; Member of Region I School Board Association, Texas Association of School Boards, TASB Legislative Advisory Council, National Association Council of School Boards, Mexican School Boards and National Association of Latino Elected Officials	San Juan
Garza, Richard A. Real Estate Broker/Developer/ BIC Realty & Investments	Edinburg
Guerra, Arturo "Art" E. Guerra Jr. Attorney; Rancher; former County Court at Law Judge; former State District Judge	McAllen
Hernandez, David Owner & Operator Holiday Wine & Liquors; Owner of Hernandez Farms; Director, Weslaco Economic Development Corporation; Commissioner, Weslaco Planning and Zoning Commission; former Weslaco ISD Board member; Board of Directors McAllen Boys & Girls Club; Board of Directors Weslaco Development Committee; Board of Directors Palm Valley Animal Center (formerly Upper Valley Humane Society)	Weslaco
Requenez, Amador Construction; owner of Valley Welding & Crane Service in Mission	Mission
Trevino, Gregorio Attorney-At-Law	San Juan
Whitaker, Charlie Retired from Hewlett-Packard Company, Past CEO and Board President of Dusty Enterprises, currently serving on the Board of Directors of Alamo Country Club	Alamo

**AUTHORIZED VOTES FOR
HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS
2008 - 2009**

ENTITY	2006 LEVIED	TOTAL TAX LEVY	2006 PERCENT	NUMBER OF VOTES	NUMBER OF POSITIONS	TOTAL VOTES
Hidalgo County	\$ 124,526,670.68	\$ 548,302,638.95	22.71%	227	5	1135
Drainage Dist. #1	\$ 8,252,239.75	\$ 548,302,638.95	1.51%	15	5	75
CITIES						
Alamo	\$ 2,077,054.00	\$ 548,302,638.95	0.38%	4	5	20
Alton	\$ 590,287.65	\$ 548,302,638.95	0.11%	1	5	5
Donna	\$ 2,738,201.00	\$ 548,302,638.95	0.50%	5	5	25
Edcouch	\$ 341,135.30	\$ 548,302,638.95	0.06%	1	5	5
Edinburg	\$ 15,885,925.60	\$ 548,302,638.95	2.90%	29	5	145
Elsa	\$ 728,073.00	\$ 548,302,638.95	0.13%	1	5	5
Granjeno	\$ 10,293.43	\$ 548,302,638.95	0.002%	1	5	5
Hidalgo	\$ 868,792.00	\$ 548,302,638.95	0.16%	2	5	10
La Joya	\$ 497,567.92	\$ 548,302,638.95	0.09%	1	5	5
La Villa	\$ 223,087.65	\$ 548,302,638.95	0.04%	1	5	5
McAllen	\$ 21,953,813.00	\$ 548,302,638.95	4.00%	40	5	200
Mercedes	\$ 2,088,854.17	\$ 548,302,638.95	0.38%	4	5	20
Mission	\$ 13,092,874.92	\$ 548,302,638.95	2.39%	24	5	120
Palmview	\$ 432,196.00	\$ 548,302,638.95	0.08%	1	5	5
Penitas	\$ 121,615.34	\$ 548,302,638.95	0.02%	1	5	5
Pharr	\$ 11,113,699.00	\$ 548,302,638.95	2.03%	20	5	100
Progreso	\$ 209,564.31	\$ 548,302,638.95	0.04%	1	5	5
San Juan	\$ 3,969,895.75	\$ 548,302,638.95	0.72%	7	5	35
Sullivan	\$ 178,632.24	\$ 548,302,638.95	0.03%	1	5	5
Weslaco	\$ 6,982,093.49	\$ 548,302,638.95	1.27%	13	5	65
SCHOOLS						
Donna	\$ 10,710,809.00	\$ 548,302,638.95	1.95%	20	5	100
Edcouch-Elsa	\$ 2,997,780.97	\$ 548,302,638.95	0.55%	5	5	25
Edinburg	\$ 60,729,696.24	\$ 548,302,638.95	11.08%	111	5	555
Hidalgo	\$ 4,096,327.70	\$ 548,302,638.95	0.75%	7	5	35
La Joya	\$ 27,365,475.54	\$ 548,302,638.95	4.99%	50	5	250
La Villa	\$ 910,860.47	\$ 548,302,638.95	0.17%	2	5	10
Lyford	\$ 136,723.00	\$ 548,302,638.95	0.02%	1	5	5
McAllen	\$ 71,415,165.97	\$ 548,302,638.95	13.02%	130	5	650
Mercedes	\$ 3,661,846.31	\$ 548,302,638.95	0.67%	7	5	35
Mission	\$ 18,075,904.05	\$ 548,302,638.95	3.30%	33	5	165
Monte Alto	\$ 725,479.41	\$ 548,302,638.95	0.13%	1	5	5
PSJA	\$ 39,020,438.45	\$ 548,302,638.95	7.12%	71	5	355
Progreso	\$ 1,433,401.31	\$ 548,302,638.95	0.26%	3	5	15
Sharyland	\$ 26,310,969.96	\$ 548,302,638.95	4.80%	48	5	240
So Tx College	\$ 33,515,807.10	\$ 548,302,638.95	6.11%	61	5	305
South Texas ISD	\$ 8,625,077.72	\$ 548,302,638.95	1.57%	16	5	80
Valley View	\$ 4,075,931.06	\$ 548,302,638.95	0.74%	7	5	35
Weslaco	\$ 17,612,378.49	\$ 548,302,638.95	3.21%	32	5	160
GRAND TOTALS	\$ 548,302,638.95	\$ 548,302,638.95	100%	1005	5	5025

THE STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

**RESOLUTION CASTING COUNTY OF HIDALGO VOTES FOR
THE POSITION OF DIRECTOR OF THE HIDALGO COUNTY
APPRAISAL DISTRICT BOARD**

BE IT RESOLVED, that on this day, December 5, 2007, in an official meeting of the Hidalgo County Commissioners' Court, the Commissioners' Court cast 1,135 votes for the position of Director of the Hidalgo County Appraisal District for 2008-2009 as follows:

_____	Cantu Manuel
_____	Elizondo, Rodolfo T.
_____	Elizondo, Rodrigo "Rudy"
_____	Garcia, Pete
_____	Garza, Richard A.
_____	Guerra, Arturo "Art" E. Jr.
_____	Hernandez, David
_____	Requenez, Amador
_____	Treviño, Gregorio
_____	Whitaker, Charles

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this County is designated as the Authorized Official to certify to the Hidalgo County Appraisal District the due adoption and existence of this resolution.

Adopted this 5th day of December, 2007.

Juan D. Salinas, III, County Judge

Attest:

Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS
ELECTION RESULTS 2008 - 2009

ENTITY	# of Votes	Manuel Cantu	Rodolfo T. Elizondo	Rudy Elizondo	Pete Garcia	Richard Garza	Arturo E. Guerra	David Hernandez	Amador Requenez	Gregorio Trevino	Charlie Whitaker
Hidalgo County	1135										
Dr. Dist. #1	75										
CITIES											
Alamo	20										20
Alton	5								5		
Donna	25			25							
Edcouch	5					2	1	1	1		
Edinburg *	145					145					
Elsa	5					5					
Granjeno	5										
Hidalgo	10										
La Joya	5										
La Villa	5										
McAllen	200						200				
Mercedes	20							20			
Mission	120								120		
Palmview	5			1	1			1		1	1
Penitas	5								5		
Pharr	100									100	
Progreso	5										
San Juan	35									35	
Sullivan *	5								5		
Weslaco	65							65			
SCHOOLS											
Donna ISD*	100	10	10	10	10	10	10	10	10	10	10
Edcouch-Elsa ISD	25			25							
Edinburg ISD	555					555					
Hidalgo ISD	40	20							20		
La Joya ISD	250										
La Villa ISD	10		5					5			
Lyford ISD	5					5					
McAllen ISD	650			325			325				
Mercedes ISD	35		35								
Mission ISD	165								165		
Monte Alto ISD	5							5			
P-SJ-A ISD	355										
Progreso ISD	15										
Sharyland ISD	240	120							120		
S. Tx. College	305						102	102	101		
S. Tx. ISD *	80				40	10		30			
Valley View ISD	35			20		15					
Weslaco ISD	160							160			
GRAND TOTAL	5030	150	50	406	51	747	638	399	552	146	31

AI-6958

17.T.

Border Security Enhancement Operations Grant (BSEO)-Constable Pct. 1

CC REGULAR

Date: 12/11/2007

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Constable Pct. 1:

1. Approval to appropriate funds for the Border Security Enhancement Operations (BSEO) grant interlocal cooperation contract no. BSOC-OP-BS-053 (original grant award) in the amount of \$72,982.76 for the period of October 2, 2007 to December 2, 2007.
2. Approval to accept the Border Security Enhancement Operations (BSEO) grant interlocal cooperation contract amendment no. 1 from the Office of the Governor-Division of Emergency Management in the amount of \$45,647.26 for a total grant award of \$118,630.02.
3. Approval to appropriate funds for the Border Security Enhancement Operations (BSEO) interlocal cooperation contract amendment no. 1 in the amount of \$45,647.26.

BACKGROUND

The Interlocal Cooperation Contract is between the Office of the Governor-Division of Emergency Management & Hidalgo Co. Constable Pct. 1.

The Border Security Enhancement Operations (Operation Border Star) grant original acceptance of contract (participation in the Operation Border Star Project) was presented and approved by CC on 10-9-07, refer to AI 5898 as per Blanca Sanchez, Constable Pct. 1 Chief Deputy. However approval to appropriate the original grant award of \$72,982.76 was not presented to Court.

This item is requesting approval to appropriate original award amount of \$72,982.76 and the additional amendment amount of \$45,647.26 for a total award amount of \$118,630.02. In addition, this item is requesting approval to accept the interlocal cooperation contract amendment no. 1.

The contract amendment no. 1 stipulates an additional performance period for reimbursement of 10-24-07 to 11-13-07.

No cash match requirement.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1285-421-00-291-006-7-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$72,982.76 for the Const. Pct. 1 BSEO Grant for the period of Oct. 2, 2007 to Dec. 2, 2007. Original Award Amount. Contract was accepted and approved by CC on 10-9-07 AI 5898

Revenue Acct #7-1285-334-10-291-006-7-000 Const. Pct. 1 BSEO Revenues-No Cash Match Requirement

FISCAL YEAR: 2007

ACCT. #: 7-1285-421-00-291-006-7-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$45,647.26 (Contract Amendment # 1, increase of funds) for a total award amount of \$118,630.02.

Revenue Acct #7-1285-334-10-291-006-7-000 Const Pct 1 BSEO Revenues-No cash match required.

Attachments

Link: [BSEO Grant](#)

[Constable Pct. 1 backup](#)

Link: [6958 Constable Pct.](#)

[1 BSEO BA#1.xls](#)

Link: [6958 Constable Pct.](#)

[1 BSEO BA#2.xls](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/07/2007 01:49 PM	APRV
2	Budget & Management	Damaris San Miguel	12/07/2007 01:57 PM	APRV
3	Dale Kennan	Dale Kennan	12/07/2007 04:34 PM	APRV
4	Auditor's Office	Arcilia Duran	12/07/2007 04:55 PM	APRV
5	Ivan Cantu (Originator)		12/07/2007 05:36 PM	NEW

Form Started By: Ivan Cantu

Started On: 12/06/2007 02:20 PM

Final Approval Date: 12/07/2007

AI-5898**10.A.****Operation border star phase 2****CC REGULAR**

Date: 10/09/2007

Submitted By: Joel Rivera, CONSTABLE PCT. #1

Submitted For: Joel Rivera

Department: CONSTABLE PCT. #1

6958
Constable PCT. #1

Information

CAPTION

Discussion and approval for participation in Operation Border Star which provides reimbursement for overtime salary and mileage for patrol throughout the patrol area. The operation is an intelligence driven operation and is similar to Operation Wrangler. Overtime is to include the chief deputies, deputies, and constable clerk.

BACKGROUND

Grant from Governor's Office

Approx. \$ 40,000.00

No in-kind match

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/03/2007 03:07 PM	APRV
2	Rey Salazar	Rey Salazar	10/04/2007 11:30 AM	APRV
3	Auditor's Office		10/04/2007 04:32 PM	NEW
Form Started By: Joel Rivera			Started On: 10/03/2007 02:43 PM	
Final Approval Date: 10/04/2007				

Original

Contract No.: BSOC-OP-BS-053

INTERLOCAL COOPERATION CONTRACT**STATE OF TEXAS****COUNTY OF TRAVIS**§
§
§

This Contract is entered into by and between the parties shown below as contracting parties pursuant to the authority granted in and in compliance with Chapter 791 (the Interlocal Cooperation Act) of the Texas Government Code.

I. PARTIES

This Interlocal Cooperation Contract ("Contract") is made and entered into between:

- A. The RECEIVING AGENCY: The Division of Emergency Management (GDEM), a division of the Office of the Governor. GDEM, as the Project Manager, administers this project designated as the Border Security Enhancement Operations and makes all operational and administrative decisions.
- B. The PERFORMING AGENCY: Hidalgo County Constables Office, Precinct 1 of Hidalgo County, a local political subdivision of the State of Texas.

II. OVERVIEW

- A. The State of Texas plans to organize and deploy state agency and local government law enforcement personnel and equipment to participate in a project to enhance border security along the Texas-Mexico border by supplementing the border security efforts of Federal agencies. This project is designated as the "Border Security Enhancement Operations (BSEO)" project. The RECEIVING AGENCY has received a federal grant and State funds to plan, coordinate, and carry out this project.
- B. Local governments and law enforcement agencies have been requested to participate in this project as PERFORMING AGENCIES. Representatives of cooperating local and state agencies will assist in planning a series of joint border security operations that will be conducted for a limited period in specific areas. The RECEIVING AGENCY will reimburse certain operational expenses, described in The section herein entitled "Reimbursement Guidance," incurred by the PERFORMING AGENCY for project activities using state and grant funds awarded for this purpose. The purpose of this Contract is to set forth the terms and conditions under which GDEM, as the RECEIVING AGENCY, will provide funding to reimburse the PERFORMING AGENCY for its expenses relating to this project.

III. DEFINITIONS

Terms not defined in this Contract or by relevant statutes shall be given their ordinary meanings.

IV. GOVERNING LAW

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

Contract No.: BSOC-OP-BS-053

V. VENUE

The parties agree that the venue for any suit arising from the interpretation or enforcement of this Contract shall be Travis County, Texas.

VI. SCOPE OF CONTRACT

- A. The PERFORMING AGENCY agrees to provide one or more representatives to take part in planning joint state-local border security operations in which it will participate and to take part in the post-operation review of such operations.
- B. The RECEIVING AGENCY agrees to reimburse the PERFORMING AGENCY for allowable actual expenditures, as described in The section herein entitled "Reimbursement Guidance," incurred during border security operations conducted as part of this project.
- C. The PERFORMING AGENCY agrees and understands that the determination of allowable expenditures under this agreement will be made by the RECEIVING AGENCY at its sole discretion according to the applicable grant funding guidance.

VII. REPORTING REQUIREMENTS

- A. The PERFORMING AGENCY agrees to submit periodic progress reports according to the format and schedule provided by the RECEIVING AGENCY.

VIII. COMPLIANCE WITH LAW

The PERFORMING AGENCY understands and agrees that it will comply with all local, Texas and federal laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Contract.

IX. REIMBURSEMENT PROCEDURES

- A. The PERFORMING AGENCY agrees to:
 - 1. Submit all requests for reimbursement of eligible expenses, as described in The section herein entitled "Reimbursement Guidance," for each field operation to the RECEIVING AGENCY as soon as possible, but no later than 45 days after the end of the operation.
 - 2. Utilize the BSEO reimbursement forms provided by the RECEIVING AGENCY and include required supporting documentation as described in the section herein entitled "Reimbursement Guidance."
- B. Expenses incurred for activities conducted prior to or after scheduled field operations of this project are not reimbursable.
- C. The RECEIVING AGENCY will make a good faith effort to process all reimbursement requests submitted in accordance with this Contract within thirty (30) working days from the date of receipt.

Contract No.: BSOC-OP-BS-053

X. CONTRACT AMOUNT

The total amount of this contract shall not exceed \$72,982.76.

XI. LITIGATION AND IDEMNITY

- A. Each party may participate in the defense of a claim or suit related to the subject matter of this Contract, but no costs or expenses shall be incurred for any party by the other party without written consent.
- B. To the extent authorized by law, the PERFORMING AGENCY agrees to indemnify and hold harmless the RECEIVING AGENCY against any claims, suits, actions, damages and costs of every nature or description arising out of or resulting from the performance of this Contract, and the PERFORMING AGENCY further agrees to satisfy any final judgment awarded against the PERFORMING AGENCY or the RECEIVING AGENCY arising from the performance of this Contract, provided said claim, suit, action, damage, judgment, or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the RECEIVING AGENCY.
- C. It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the RECEIVING AGENCY, unless such litigation does not name the RECEIVING AGENCY as a party.

XII. LIABILITY

- A. Each party to this Contract agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's action and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent authorized by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.
- B. Pursuant to Section 421.062 of the Texas Government Code and to the extent it applies, the parties are not responsible for any civil liability that arises from furnishing a service related to a homeland security activity, as defined by Section 421.001 of the Texas Government Code, while acting under this Contract.

XIII. CONTRACT MODIFICATION

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and signed by both parties.

XIV. SEVERABILITY

If any provision of this Contract or the application of any provision to any party or circumstance is held by a final judgment or order of a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof,

Contract No.: BSOC-OP-BS-053

and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

XV. MULTIPLE COUNTERPARTS.

This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes collectively, one Contract. But, in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart.

XVI. EFFECTIVE DATE OF CONTRACT

This Contract shall be in effect from 2 October 2007, and shall terminate on 2 December 2007, with performance periods for reimbursement of 2 October 2007 through 23 October 2007; and 14 November 2007 through 2 December 2007.

XVII. TERMINATION

- A. Either party, upon thirty days written notice to the other party, may terminate this Contract prior to the date specified above.
- B. Either party may terminate this contract if the other party neglects or fails to perform or observe any of its material obligations herein, and such default continues for thirty (30) days following receipt of written notice of such default.
- C. Notwithstanding any other Contract provisions, the parties hereto understand and agree that the obligations of the RECEIVING AGENCY under this Contract are contingent upon the availability of state appropriation or federal grant funding to meet the RECEIVING AGENCY'S liabilities hereunder. If these funds become unavailable to the RECEIVING AGENCY, the RECEIVING AGENCY may immediately terminate this Contract without penalty to, or any liability whatsoever on the part of the RECEIVING AGENCY, the State of Texas and the United States.

XVIII. BREACH OF CONTRACT

The Texas Government Code, Chapter 2260, prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. If and to the extent Chapter 2260 applies to this contract, the contractor shall comply with the requirements of Chapter 2260 and the DPS administrative rules adopted pursuant to Chapter 2260.

XIX. NOTICE

Any notice required or permitted under this Contract shall be directed to the respective parties at the addresses shown below. Notice is effective upon receipt or three days after deposit in the U.S. mail, whichever occurs first.

For the RECEIVING AGENCY:
Gisela Ryan-Bunger, Operations Section Administrator
Governor's Division of Emergency Management
P.O. Box 4087, Austin, Texas 78773-0224.

Contract No.: BSOC-OP-BS-053

For the PERFORMING AGENCY:
Hidalgo County Constables Office, Precinct 1
1902 Joe Stephens Suite 303
Weslaco, TX 78596

XX. AUDIT

The RECEIVING AGENCY reserves the right to audit the PERFORMING AGENCY'S records and documents regarding compliance with this Contract. The PERFORMING AGENCY is also subject to audit by any other department or agency, including federal agencies, responsible for determining that the parties have complied with the applicable laws. The State Auditor may conduct an audit or investigation of any entity receiving funds from the State of Texas directly under this Contract or indirectly through a subcontract under this Contract. Acceptance of funds directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the State Auditor under the direction of the legislative audit committee to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

XXI. RECORDS RETENTION

The PERFORMING AGENCY must keep all records and documents regarding this Contract for the term of this Contract and for four (4) years after the termination of this Contract.

XXII. NON-INCORPORATION CLAUSE

This Contract constitutes the entire agreement between the parties with regard to the matters made the subject of this agreement. There are no verbal representations, inducements, or agreements between the parties. No rights or obligations shall be implied.

XXIII. HEADINGS

The headings, captions, and arrangements used in this Contract are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor to the affect the meaning thereof.

XXIV. NO JOINT ENTERPRISE

The RECEIVING AGENCY is associated with the PERFORMING AGENCY only for the purposes and to the extent set forth herein, and with respect to the performance hereunder. The PERFORMING AGENCY is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any relationships of an employer-employee or principal-agent, or to otherwise create any liability for the RECEIVING AGENCY whatsoever with respect to the indebtedness, liabilities, and obligations of the PERFORMING AGENCY or any other party.

Contract No.: BSOC-OP-BS-053

XXV. OTHER TERMS & CONDITIONS

- A. The purpose of the specific grant and state appropriation this Contract is to support the enforcement of Texas law. Immigration enforcement is a federal issue and therefore not eligible for reimbursement under this Contract.
- B. To the extent applicable, the PERFORMING AGENCY shall comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). (Federal Assurance)
- C. To the extent applicable, the PERFORMING AGENCY shall comply with Texas Government Code, Chapter 783, 1 Tex. Admin. Code §5.141 *et. seq.*, and the State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, § . 14.
- D. The PERFORMING AGENCY acknowledges that OGO/OGT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which the RECEIVING AGENCY purchases ownership with Federal support. The RECEIVING AGENCY has agreed to consult with SLGCP regarding the allocation of any patent rights that arise from, or are purchased with, Homeland Security funding. The PERFORMING AGENCY agrees that all publications created with funding under Homeland Security grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants and Training, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."
- E. The PERFORMING AGENCY shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). This clause only applies to contracts exceeding \$100,000.)
- F. The PERFORMING AGENCY shall comply with mandatory standards and policies relating to efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

XXVI. REIMBURSEMENT GUIDANCE

- A. The RECEIVING AGENCY will reimburse the PERFORMING AGENCY for the following expenses incurred in participating in authorized operational activities of this project.

Contract No.: BSOC-OP-BS-053

Reimbursement will be processed through the Texas Department of Public Safety as authorized by the General Appropriation Act, 80th Legislature, Article V.

1. Personnel Expenses

- a. The RECEIVING AGENCY will reimburse OVERTIME expenses for eligible PERFORMING AGENCY full-time personnel participating in this project. For purposes of this Contract, project overtime is defined as the time a participant works on this project during a seven-day period, beginning on Sunday and ending on the following Saturday, after completing 40 hours of regular duty during the same period. Any paid sick leave and vacation days shall be considered as regular duty. The project overtime rate shall be 1.5 times the employee's normal hourly rate of pay.
- b. The RECEIVING AGENCY will reimburse the PERFORMING AGENCY for salary costs for augmentees (part-time or reserve personnel) activated to participate in this project at their regular rate of pay. In the case of reserve deputies or police reserves, reimbursement is limited to the compensation authorized by city councils or county commissioners courts pursuant to §141.007 and §152.075 of the Local Government Code.
- c. Backfill costs for permanent personnel participating in these operations and personnel expenses for elected officials are not eligible for reimbursement. Overtime for administrative personnel is not eligible for reimbursement.
- d. Reimbursements for personnel costs will be limited to the RECEIVING AGENCY approved number of personnel for each project field operation.

2. Travel, Lodging, & Per Diem Expenses

- a. Travel, lodging, and per diem costs will be reimbursed for personnel who reside more than 50 miles from their project duty station.
- b. Travel costs will be reimbursed only for personnel who are required by the PERFORMING AGENCY to drive their privately owned vehicles to or from their project duty station. Reimbursement will be at the state mileage reimbursement rate of 48.5 cents per mile for travel to and from the project duty station.
- c. Reimbursement for travel to the field operations area in government vehicles should be claimed as an operating expense; see Operating Expenses below.
- d. Lodging expense will be reimbursed at the state rate, which is the lesser of actual expense or \$85 per night. Copies of lodging receipts must be provided with reimbursement requests.
- e. Meal expenses will be reimbursed at the actual cost of meals, not to exceed \$36 per day. Meals may not be claimed as expenses if they are provided at no cost by a governmental entity or a volunteer group.

3. Operating Expenses

- a. The following operating costs incurred during project field operations may be reimbursed:
 - i. Operating costs for vehicles at the rate of 48.5 cents a mile;
 - ii. The cost of fuel and lubricants for aircraft, boats, generators, and similar equipment;
 - iii. The cost of consumables, such as flashlight and radio batteries, film, flares, and first aid supplies. The cost of ammunition is not reimbursable;

Contract No.: BSOC-OP-BS-053

- iv. The cost of minor emergency repairs, such as tire repair or fan belt replacement, to vehicles or equipments being used in project operations, limited to a maximum of \$150 per repair; and,
- v. Costs for rentals of equipment or services critical to success of the project and that have been pre-approved by the RECEIVING AGENCY. See details below.

- b. Reimbursements for the PERFORMING AGENCY'S operating expenses will be limited to eligible costs for the number and types of equipment approved by the RECEIVING AGENCY for use in each project operation during the planning phase.

B. Equipment Purchases and Rentals

- 1. This is not an equipment acquisition program and expenses incurred to purchase equipment are not reimbursable.
- 2. Equipment rental expenses, except those specifically authorized by the RECEIVING AGENCY during the operational planning process conducted prior to field operations, are not reimbursable. Approved equipment rental expenses should be claimed as operating costs.

C. Reimbursement Requests

- 1. Claims for reimbursement of expenses must be supported by documentation that proves the expense has been incurred or paid. Appropriate documentation includes:
 - a. Personnel expenses: copies of paychecks, official payroll rosters, or payroll reports that show the amount paid to individuals for which reimbursement is requested;
 - b. Lodging expense: copy of hotel or motel bill;
 - c. Operating expense for vehicles: vehicle use logs showing the unit number, dates of use, and daily mileage; and,
 - d. Other operating expenses: itemized receipts & paid invoices that include the date of purchase and describe the items purchased. Receipts that simply state the total paid cannot be accepted.
- 2. Reimbursement requests should be submitted as soon as required documentation has been collected and compiled and required reimbursement forms have been completed, but no later than 45 days after the end of a BSEO operation.
- 3. Reimbursement requests should be sent to:

By mail:

Gisela Ryan-Bunger, Operations Section Administrator
Governor's Division of Emergency Management
P.O. Box 4087, Austin, Texas 78773-0224.

By courier:

Gisela Ryan-Bunger, Operations Section Administrator
Governor's Division of Emergency Management
5805 North Lamar Blvd, Austin, Texas 78753-0224.

XXVII. SIGNATORY AUTHORITY

Contract No.: BSOC-OP-BS-053

The undersigned signatory for the agency that is a party to this Contract hereby represents and warrants that he/she is an officer of the organization for which he/she has executed this Contract, and that he/she has full and complete authority to enter into this Contract on behalf of the agency.

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

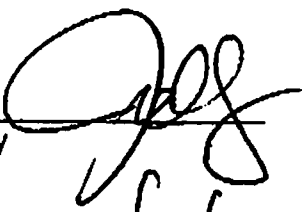
RECEIVING AGENCY certifies that it has the authority to request the services described above by the authority granted in §§ 421.002 and 418.041 of the Texas Government Code and Executive Order RP 32 (Jan. 28, 2004).

PERFORMING AGENCY further certifies that it has the authority to perform the services described above.

The undersigned parties do bind themselves to the faithful performance of this Contract.

RECEIVING AGENCY

Division of Emergency Management,
A division of the Office of the Governor

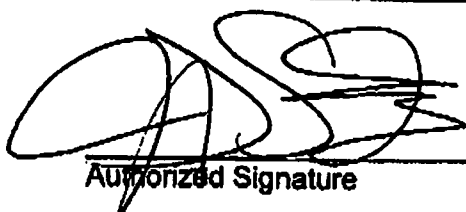


Jack Colley

Chief

Date: 10/24/07**PERFORMING AGENCY**

Hidalgo County Constables Office, Precinct 1



Authorized SignatureTitle: County JudgeDate: 10/15/07

**AMENDMENT NO. 1 TO
INTERLOCAL COOPERATION CONTRACT
BSOC-OP-BS-053
BORDER SECURITY OPERATIONS**

WHEREAS, the Governor's Division of Emergency Management (GDEM) the RECEIVING AGENCY and the Hidalgo County Constable's Office, Precinct 1, the PERFORMING AGENCY desire to execute Amendment No. 1 to amend the Interlocal Cooperation Contract.

GDEM and the PERFORMING AGENCY hereby agree as follows:

I. Amendment Agreement

The terms set forth in this Amendment No. 1 shall be in addition to and construed together with the terms of the Interlocal Cooperation Contract between the RECEIVING AGENCY and the PERFORMING AGENCY.

The parties acknowledge that amendments are subject to the terms and conditions of the Interlocal Cooperation Contract.

This amendment increases the Contract Amount not to exceed \$118,630.02 and adds one additional performance period for reimbursement of 24 October 2007 through 13 November 2007.

All other terms and conditions of the Interlocal Cooperation Contract shall remain the same.

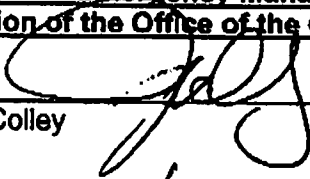
II. Incorporation of Amendments

Upon and after the date of execution of this Amendment No. 1 to the Interlocal Cooperation Contract, all references to the Interlocal Cooperation Contract in that document and any related documents shall mean the Interlocal Cooperation Contract as modified by this document. The Interlocal Cooperation Contract shall consist of the original Contract, together with all documents incorporated therein, and this Amendment No. 1, together with all documents incorporated therein. These documents shall constitute the entire Agreement of the parties.

III. Signatories

Receiving Agency

Division of Emergency Management
division of the Office of the Governor



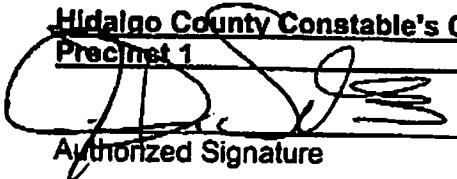
Jack Colley

Chief

Date: 11/2/07

Performing Agency

Hidalgo County Constable's Office,
Precinct 1



Authorized Signature

Title: County Judge

Date: 10/23/07

DATE: December 7, 2007

AI 6958

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: BUDGET & MANAGEMENT c/o CONSTABLE PCT. 1

ACCOUNT NUMBER: FUND 1285-CONSTABLE PCT. 1 BSEO

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, Chapter

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
7-1285-421-00-291-006-7- 131	CONST PCT 1 BSEO-OVERTIME	51,688.70
7-1285-421-00-291-006-7- 220	CONST PCT 1 BSEO-FICA	\$3,922.90
7-1285-421-00-291-006-7- 230	CONST PCT 1 BSEO-RETIREMENT	4,610.64
7-1285-421-00-291-006-7- 250	CONST PCT 1 BSEO-UNEMPLOYMENT COMP	258.43
7-1285-421-00-291-006-7- 260	CONST PCT 1 BSEO-WORKERS COMP	3,277.07
7-1285-421-00-291-006-7- 581	CONST PCT 1 BSEO-IN COUNTY TRAVEL	9,225.02
	TOTAL APPROPRIATIONS	72,982.76
7-1285-335-00-295-000-0- 000	CONST PCT. 1 BSEO REVENUE	72,982.76
	TOTAL REVENUE	72,982.76
TOTAL BUDGET INCREASE (DECREASE)		72,982.76

**REASON: TO APPROPRIATE FUNDS FOR THE CONSTABLE PCT. 1 BORDER SECURITY ENHANCEMENTS
OPERATIONS-BSEO GRANT (ORIGINAL AWARD AMOUNT OF \$72,982.76). ORIGINAL CONTRACT WAS APPROVED BY
CC ON 10-9-07 AI 5898. NO CASH MATCH REQUIREMENT**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

DATE: December 7, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: BUDGET & MANAGEMENT c/o CONSTABLE PCT. 1

ACCOUNT NUMBER: FUND 1285-CONSTABLE PCT. 1 BSEO

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
7-1285-421-00-291-006-7- 131	CONST PCT 1 BSEO-OVERTIME	32,328.83
7-1285-421-00-291-006-7- 220	CONST PCT 1 BSEO-FICA	\$2,453.59
7-1285-421-00-291-006-7- 230	CONST PCT 1 BSEO-RETIREMENT	2,883.74
7-1285-421-00-291-006-7- 250	CONST PCT 1 BSEO-UNEMPLOYMENT COMP	161.64
7-1285-421-00-291-006-7- 260	CONST PCT 1 BSEO-WORKERS COMP	2,049.65
7-1285-421-00-291-006-7- 581	CONST PCT 1 BSEO-IN COUNTY TRAVEL	5,769.81
	TOTAL APPROPRIATIONS	45,647.26
7-1285-335-00-295-000-0- 000	CONST PCT. 1 BSEO REVENUE	45,647.26
	TOTAL REVENUE	45,647.26
TOTAL BUDGET INCREASE (DECREASE)		45,647.26

REASON: TO APPROPRIATE FUNDS FOR THE CONSTABLE PCT. 1 BORDER SECURITY ENHANCEMENTS OPERATIONS-BSEO GRANT (ADDITIONAL AWARD AMOUNT OF \$45,647.26). ORIGINAL CONTRACT WAS APPROVED BY CC ON 10-9-07 AI 5898. NO CASH MATCH REQUIREMENT

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-6960

17.U.

**Approval to retract SIB loan request
CC REGULAR**

Date: 12/11/2007
Submitted By: Mari Gutierrez, COUNTY JUDGE
Submitted For: Raul Lozano
Department: COUNTY JUDGE
Agenda Area: Budget and Management

Information

CAPTION

Approval to retract the TxDot State Infrastructure Bank loan request for the local match participation to the SAFETEA-LU funds for the Southwest and Southeast portions of the Hidalgo County Loop

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/06/2007 05:34 PM	APRV
2	Dale Kennan	Dale Kennan	12/07/2007 10:43 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 11:51 AM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:53 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 04:45 PM	APRV

Form Started By: Mari Gutierrez

Started On: 12/06/2007 04:18 PM

Final Approval Date: 12/07/2007

AI-6752

17.V.

Health Insurance claims for 11/13/07 thru 11/19/07 & 11/20/07 thru 11/26/07

CC REGULAR

Date: 12/11/2007

Submitted By: Anna Galvan, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Employee Benefits Section:

1. Discussion, consideration and approval to transfer \$ 277,940.54 to the Hidalgo County Insurance claims bank account for Health Insurance claims for periods:

November 13, 2007 thru November 19, 2007	\$ 136,072.23
November 20, 2007 thru November 26, 2007	\$ 141,868.31
Total:	\$ 277,940.54

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: [Health claims](#)

[11-13-07 thru 11-19-07](#)

Link: [Health claims](#)

[11-20-07 thru 11-26-07](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/28/2007 03:36 PM	APRV
2	Andres Castro	Andres Castro	11/30/2007 08:44 AM	APRV
3	Auditor's Office	Arcilia Duran	12/06/2007 05:36 PM	APRV
4	Purchasing Department	Marty Salazar	12/06/2007 09:00 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 09:46 AM	APRV

Form Started By: Anna Galvan

Started On: 11/28/2007 02:10 PM

Final Approval Date: 12/07/2007

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/13/2007 through 11/19/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	R00019QM	\$0.00	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048982	\$13.00	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048983	\$80.00	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048984	\$451.57	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048985	\$86.91	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048986	\$132.03	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048987	\$51.45	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048988	\$51.10	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048989	\$120.40	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048990	\$135.20	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048991	\$396.66	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048992	\$479.35	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048993	\$71.20	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048994	\$536.55	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048995	\$237.58	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048996	\$500.00	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048997	\$76.62	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048998	\$35.39	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70048999	\$220.32	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049000	\$283.91	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049001	\$265.47	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049002	\$74.87	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049003	\$18.00	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049004	\$138.60	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049005	\$24.36	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049006	\$10.87	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049007	\$348.69	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049008	\$229.61	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049009	\$39.18	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049010	\$76.43	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049011	\$356.30	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049012	\$52.84	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049013	\$76.30	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049014	\$42.99	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049015	\$169.06	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049016	\$45.76	11/12/2007	11/13/2007	11/13/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/13/2007 through 11/19/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70049017	\$495.63	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049018	\$52.84	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049019	\$4,149.79	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049020	\$208.28	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049021	\$26.00	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049022	\$21.38	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049023	\$54.96	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049024	\$115.23	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049025	\$52.84	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049026	\$283.95	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049027	\$34.30	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049028	\$84.65	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049029	\$128.90	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049030	\$47.84	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049031	\$176.14	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049032	\$169.01	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049033	\$52.84	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049034	\$76.81	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049035	\$157.53	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049036	\$163.16	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049037	\$223.48	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049038	\$20.00	11/12/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	70049039	\$135.10	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049040	\$41.60	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049041	\$62.26	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049042	\$1,616.30	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049043	\$433.05	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049044	\$211.12	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049045	\$23.46	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049046	\$105.74	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049047	\$69.44	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049048	\$1,383.90	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049049	\$189.22	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049050	\$7.01	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049051	\$245.08	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049052	\$140.59	11/13/2007	11/14/2007	11/14/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/13/2007 through 11/19/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70049053	\$189.20	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049054	\$345.97	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049055	\$136.50	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049056	\$220.00	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049057	\$263.02	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049058	\$25.50	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049059	\$141.18	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049060	\$288.81	11/13/2007	11/14/2007	11/14/2007 Issued
00000000000010008578	GUSIP970A	70049061	\$2.06	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049062	\$377.40	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049063	\$32.08	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049064	\$44.36	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049065	\$169.39	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049066	\$148.67	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049067	\$1,084.47	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049068	\$47.84	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049069	\$47.00	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049070	\$380.00	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049071	\$12.95	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049072	\$91.90	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049073	\$27.82	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049074	\$27.70	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049075	\$194.36	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049076	\$243.42	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049077	\$226.07	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049078	\$2.01	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049079	\$20.77	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049080	\$106.90	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049081	\$73.36	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049082	\$16.38	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049083	\$35.39	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049084	\$53.78	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049085	\$218.46	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049086	\$139.46	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049087	\$48.18	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049088	\$237.62	11/14/2007	11/15/2007	11/15/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/13/2007 through 11/19/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70049089	\$135.92	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049090	\$343.86	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049091	\$19.12	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049092	\$2,214.98	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049093	\$179.24	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049094	\$85.40	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049095	\$34.30	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049096	\$265.65	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049097	\$72.09	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049098	\$26.00	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049099	\$82.94	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049100	\$530.05	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049101	\$3,809.07	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049102	\$528.50	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049103	\$421.66	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049104	\$102.34	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049105	\$12.41	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049106	\$128.53	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049107	\$45.00	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049108	\$248.04	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049109	\$125.00	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049110	\$264.96	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049111	\$108.25	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049112	\$90.62	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049113	\$90.43	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049114	\$183.74	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049115	\$327.71	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049116	\$20.34	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049117	\$34.21	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049118	\$384.86	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049119	\$831.53	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049120	\$37.70	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049121	\$44.01	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049122	\$6.54	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049123	\$184.60	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049124	\$131.94	11/14/2007	11/15/2007	11/15/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/13/2007 through 11/19/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70049125	\$76.30	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049126	\$17.50	11/14/2007	11/15/2007	11/15/2007 Issued
00000000000010008578	GUSIP970A	70049127	\$51.80	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049128	\$49.00	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049129	\$632.10	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049130	\$40.26	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049131	\$454.18	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049132	\$41.36	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049133	\$91.32	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049134	\$95.68	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049135	\$19.40	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049136	\$53.68	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049137	\$100.39	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049138	\$535.20	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049139	\$114.63	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049140	\$2,759.60	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049141	\$52.84	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049142	\$34.18	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049143	\$581.56	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049144	\$23.05	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049145	\$120.40	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049146	\$74.13	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049147	\$246.46	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049148	\$207.19	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049149	\$271.99	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049150	\$135.59	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049151	\$774.88	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049152	\$152.60	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049153	\$7.07	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049154	\$367.31	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049155	\$153.18	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049156	\$80.73	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049157	\$114.73	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049158	\$12.35	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049159	\$183.33	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049160	\$1,689.17	11/15/2007	11/16/2007	11/16/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/13/2007 through 11/19/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70049161	\$303.01	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049162	\$34.30	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049163	\$186.09	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049164	\$90.28	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049165	\$189.80	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049166	\$228.48	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049167	\$24.36	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049168	\$100.68	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049169	\$76.75	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049170	\$479.59	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049171	\$81.93	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049172	\$267.56	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049173	\$811.21	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049174	\$279.15	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049175	\$252.90	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049176	\$41.84	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049177	\$470.46	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049178	\$700.04	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049179	\$13.00	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049180	\$1,224.00	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049181	\$207.04	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049182	\$300.31	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049183	\$172.13	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049184	\$89.93	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049185	\$511.58	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049186	\$116.14	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049187	\$21.38	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049188	\$178.36	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049189	\$8,206.15	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049190	\$141.32	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049191	\$64.17	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049192	\$106.59	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049193	\$648.51	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049194	\$1,509.49	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049195	\$932.88	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049196	\$130.27	11/15/2007	11/16/2007	11/16/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/13/2007 through 11/19/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70049197	\$215.52	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049198	\$47.84	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049199	\$149.07	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049200	\$202.98	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049201	\$203.81	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049202	\$100.82	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049203	\$140.45	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049204	\$745.54	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049205	\$967.24	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049206	\$146.50	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049207	\$431.04	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049208	\$261.12	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049209	\$16.90	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049210	\$4,466.20	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049211	\$108.70	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049212	\$126.80	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049213	\$1,271.68	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049214	\$86.70	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049215	\$152.53	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049216	\$130.24	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049217	\$83.05	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049218	\$37.47	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049219	\$190.24	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049220	\$76.30	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049221	\$36.99	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049222	\$145.19	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049223	\$10.11	11/15/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	70049224	\$65.25	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049225	\$6,610.47	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049226	\$62.74	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049227	\$68.01	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049228	\$140.40	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049229	\$135.00	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049230	\$98.75	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049231	\$301.66	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049232	\$124.52	11/17/2007	11/19/2007	11/19/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/13/2007 through 11/19/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70049233	\$157.42	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049234	\$1,614.38	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049235	\$348.91	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049236	\$327.22	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049237	\$737.82	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049238	\$74.87	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049239	\$737.45	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049240	\$46.79	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049241	\$52.84	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049242	\$869.27	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049243	\$791.74	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049244	\$77.94	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049245	\$18.00	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049246	\$100.00	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049247	\$97.32	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049248	\$491.79	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049249	\$26.13	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049250	\$18.00	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049251	\$87.63	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049252	\$18.20	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049253	\$49.24	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049254	\$19.50	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049255	\$45.99	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049256	\$164.90	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049257	\$29.76	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049258	\$93.01	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049259	\$91.50	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049260	\$112.51	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049261	\$35.26	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049262	\$47.84	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049263	\$75.11	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049264	\$146.83	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049265	\$121.36	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049266	\$61.00	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049267	\$84.28	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049268	\$88.72	11/17/2007	11/19/2007	11/19/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/13/2007 through 11/19/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70049269	\$116.75	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049270	\$122.82	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049271	\$110.26	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049272	\$50.00	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049273	\$1,578.50	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049274	\$623.77	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049275	\$140.65	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049276	\$132.05	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049277	\$133.36	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049278	\$549.03	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049279	\$894.59	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049280	\$49.28	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049281	\$44.01	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049282	\$493.00	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049283	\$34.18	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049284	\$127.73	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049285	\$40.39	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049286	\$162.91	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049287	\$119.86	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049288	\$612.00	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049289	\$2,072.70	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049290	\$208.25	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049291	\$588.17	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049292	\$3.78	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049293	\$85.00	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049294	\$20.00	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049295	\$5.00	11/17/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	70049296	\$31,561.71	11/18/2007	11/19/2007	11/19/2007 Issued
00000000000010008578	GUSIP970A	79900441	\$17.64	11/13/2007	11/13/2007	11/13/2007 Issued
00000000000010008578	GUSIP970A	79900442	\$53.42	11/15/2007	11/15/2007	11/15/2007 MHS Issued Trade Pa
00000000000010008578	GUSIP970A	79900443	\$2,168.36	11/16/2007	11/16/2007	11/16/2007 Issued
00000000000010008578	GUSIP970A	79900444	\$2,168.36	11/16/2007	11/16/2007	11/16/2007 Issued
Total			\$136,072.23			

yable

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/20/2007 through 11/26/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70049297	\$208.89	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049298	\$30.05	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049299	\$376.62	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049300	\$1,389.70	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049301	\$96.42	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049302	\$122.65	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049303	\$292.65	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049304	\$237.29	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049305	\$43.92	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049306	\$1,574.06	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049307	\$708.00	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049308	\$323.52	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049309	\$83.31	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049310	\$14.72	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049311	\$107.53	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049312	\$1,005.95	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049313	\$209.23	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049314	\$152.36	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049315	\$571.96	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049316	\$36.99	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049317	\$73.48	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049318	\$237.95	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049319	\$566.53	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049320	\$201.11	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049321	\$29.58	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049322	\$724.06	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049323	\$64.35	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049324	\$77.62	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049325	\$175.91	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049326	\$25.83	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049327	\$19.50	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049328	\$61.49	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049329	\$31.23	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049330	\$84.93	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049331	\$165.06	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049332	\$85.62	11/19/2007	11/20/2007	11/20/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/20/2007 through 11/26/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70049333	\$59.60	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049334	\$447.26	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049335	\$1,108.51	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049336	\$1,095.75	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049337	\$94.71	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049338	\$87.50	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049339	\$32.00	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049340	\$62.26	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049341	\$52.84	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049342	\$56.63	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049343	\$36.99	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049344	\$114.20	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049345	\$1,611.52	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049346	\$52.84	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049347	\$21.87	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049348	\$5,784.02	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049349	\$275.00	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049350	\$46.26	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049351	\$203.72	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049352	\$304.32	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049353	\$126.91	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049354	\$152.00	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049355	\$69.92	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049356	\$13.00	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049357	\$182.53	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049358	\$1,570.17	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049359	\$30.00	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049360	\$1,038.70	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049361	\$45.00	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049362	\$238.94	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049363	\$214.77	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049364	\$81.67	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049365	\$43.42	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049366	\$19.40	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049367	\$904.94	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049368	\$348.46	11/19/2007	11/20/2007	11/20/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/20/2007 through 11/26/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70049369	\$329.38	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049370	\$54.07	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049371	\$56.64	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049372	\$25.00	11/19/2007	11/20/2007	11/20/2007 Issued
00000000000010008578	GUSIP970A	70049373	\$44.26	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049374	\$98.28	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049375	\$86.77	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049376	\$51.20	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049377	\$30.00	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049378	\$52.97	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049379	\$280.41	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049380	\$40.68	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049381	\$47.84	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049382	\$548.80	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049383	\$49.00	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049384	\$327.39	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049385	\$35.39	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049386	\$3.73	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049387	\$287.92	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049388	\$579.61	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049389	\$2.97	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049390	\$624.17	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049391	\$20.00	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049392	\$40.00	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049393	\$7.78	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049394	\$243.86	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049395	\$155.00	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049396	\$113.27	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049397	\$826.54	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049398	\$336.00	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049399	\$19.40	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049400	\$425.15	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049401	\$275.16	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049402	\$548.78	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049403	\$110.14	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049404	\$300.00	11/20/2007	11/21/2007	11/21/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/20/2007 through 11/26/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70049405	\$52.50	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049406	\$273.00	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049407	\$126.00	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049408	\$127.38	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049409	\$358.60	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049410	\$50.06	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049411	\$30.64	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049412	\$77.28	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049413	\$255.20	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049414	\$437.40	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049415	\$176.55	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049416	\$128.87	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049417	\$407.86	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049418	\$166.67	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049419	\$3,538.86	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049420	\$521.69	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049421	\$15.73	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049422	\$270.30	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049423	\$352.95	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049424	\$28.00	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049425	\$176.86	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049426	\$128.91	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049427	\$61.33	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049428	\$88.65	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049429	\$13.00	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049430	\$30.75	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049431	\$813.69	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049432	\$30.75	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049433	\$793.05	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049434	\$363.12	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049435	\$13.00	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049436	\$1,232.00	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049437	\$304.00	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049438	\$294.32	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049439	\$416.50	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049440	\$346.90	11/20/2007	11/21/2007	11/21/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/20/2007 through 11/26/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70049441	\$421.14	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049442	\$82.00	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049443	\$52.99	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049444	\$570.93	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049445	\$33.52	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049446	\$6,250.82	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049447	\$1,306.02	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049448	\$39.18	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049449	\$18.00	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049450	\$657.45	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049451	\$120.14	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049452	\$357.59	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049453	\$95.79	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049454	\$250.54	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049455	\$265.47	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049456	\$132.83	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049457	\$67.00	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049458	\$87.35	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049459	\$133.46	11/20/2007	11/21/2007	11/21/2007 Issued
00000000000010008578	GUSIP970A	70049460	\$423.65	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049461	\$121.13	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049462	\$537.62	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049463	\$163.06	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049464	\$314.37	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049465	\$686.35	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049466	\$148.71	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049467	\$33.58	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049468	\$71.28	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049469	\$16,000.80	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049470	\$52.00	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049471	\$175.07	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049472	\$1,352.44	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049473	\$270.76	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049474	\$4.84	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049475	\$70.00	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049476	\$135.83	11/21/2007	11/26/2007	11/26/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/20/2007 through 11/26/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70049477	\$19.59	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049478	\$34.18	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049479	\$248.10	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049480	\$16.88	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049481	\$36.99	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049482	\$242.55	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049483	\$431.14	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049484	\$13.58	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049485	\$117.90	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049486	\$71.01	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049487	\$13.00	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049488	\$64.65	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049489	\$312.86	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049490	\$106.46	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049491	\$29.02	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049492	\$20.24	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049493	\$34.18	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049494	\$211.58	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049495	\$78.41	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049496	\$130.04	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049497	\$662.61	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049498	\$76.30	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049499	\$214.16	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049500	\$50.82	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049501	\$63.17	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049502	\$309.23	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049503	\$19,047.08	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049504	\$500.00	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049505	\$255.66	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049506	\$9.10	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049507	\$38.00	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049508	\$285.81	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049509	\$73.85	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049510	\$97.86	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049511	\$13.00	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049512	\$20.00	11/21/2007	11/26/2007	11/26/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/20/2007 through 11/26/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70049513	\$26.00	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049514	\$565.74	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049515	\$47.84	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049516	\$9.19	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049517	\$8.37	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049518	\$2,059.47	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049519	\$24.18	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049520	\$98.55	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049521	\$49.40	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049522	\$35.89	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049523	\$20.00	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049524	\$16.42	11/21/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049525	\$85.91	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049526	\$175.88	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049527	\$656.04	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049528	\$554.93	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049529	\$318.78	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049530	\$107.97	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049531	\$94.00	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049532	\$435.36	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049533	\$47.84	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049534	\$85.62	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049535	\$2,806.99	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049536	\$2,297.54	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049537	\$301.51	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049538	\$85.62	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049539	\$980.64	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049540	\$34.18	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049541	\$798.06	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049542	\$18.00	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049543	\$50.00	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049544	\$318.13	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049545	\$20.34	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049546	\$82.98	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049547	\$94.92	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049548	\$59.05	11/24/2007	11/26/2007	11/26/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/20/2007 through 11/26/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70049549	\$84.40	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049550	\$24.36	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049551	\$182.05	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049552	\$402.18	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049553	\$52.84	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049554	\$184.01	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049555	\$149.00	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049556	\$46.56	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049557	\$47.84	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049558	\$72.75	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049559	\$436.57	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049560	\$1,949.81	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049561	\$606.19	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049562	\$187.90	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049563	\$41.62	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049564	\$347.00	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049565	\$47.84	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049566	\$56.58	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049567	\$183.00	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049568	\$250.42	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049569	\$96.74	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049570	\$39.18	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049571	\$61.20	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049572	\$202.68	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049573	\$1,726.95	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049574	\$103.35	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049575	\$373.80	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049576	\$272.42	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049577	\$1,249.50	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049578	\$75.94	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049579	\$85.40	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049580	\$330.68	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049581	\$36.99	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	70049582	\$25.00	11/24/2007	11/26/2007	11/26/2007 Issued
00000000000010008578	GUSIP970A	79900445	\$16,493.87	11/26/2007	11/26/2007	11/26/2007 Issued
Total			\$141,868.31			

AI-6966

17.W.

2007 BA for Health Benefits Fund (2201)

CC REGULAR

Date: 12/11/2007

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: Health Benefits Fund (2201)

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Employee Benefits Section:

Approval of 2007 appropriation of funds for the Health Benefits Fund (2201) in the amount of \$300,000.00.

BACKGROUND

Appropriation needed to cover negative balance and year end expenses.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-2201-415-00-115-004-0-820

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$300,000.00 to cover negative balance and year end expenses. Available unreserved fund balance as of 12-7-07 \$3,020,362.21.

Attachments

Link: 2007 BA for Health Benefits (2201)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/07/2007 10:08 AM	APRV
2	Ivan Cantu	Ivan Cantu	12/07/2007 10:37 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 12:08 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:54 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 04:46 PM	APRV

Form Started By: Dale Kennan

Started On: 12/07/2007 08:45 AM

Final Approval Date: 12/07/2007

ATTEST COUNTY CLERK



AI-6977

17.X.

Setting of Regular Term Mtg. Date
CC REGULAR

Date: 12/11/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Pursuant to Article §81.005(a) (Terms of the Court Meeting) of the Texas Local Government Code, consideration and entering of an Order into the minutes the designation of the day of the week and week of the month of Hidalgo County Commissioners' Court Regular Term Meeting Tex. Loc Gov. Code

ORDER OF THE COURT:

HIDALGO COUNTY COMMISSIONER'S COURT

Week of the Month: _____

Day of the Week: _____

Time of the Day: _____ a.m./p.m.

for the calendar year of 2008.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/07/2007 02:13 PM	APRV
2	Dale Kennan	Dale Kennan	12/07/2007 02:48 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 04:09 PM	APRV
4	Purchasing Department		12/07/2007 05:36 PM	NEW

Form Started By: Monica Badillo
Started On: 12/07/2007 02:04 PM

Final Approval Date: 12/07/2007

AI-6917
Chapter 551
CC REGULAR

18.D.

Date: 12/11/2007
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Submitted For: Sofia Hernandez
Department: COUNTY JUDGE
Agenda Area: Closed Session

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087:

1. La Sienna Project TIF Zone
2. Southeast Texas Industries, Inc. request for a tax abatement

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/05/2007 02:55 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/06/2007 07:55 AM	APRV
3	Auditor's Office	Arcilia Duran	12/06/2007 11:52 AM	APRV
4	Purchasing Department	Marty Salazar	12/06/2007 12:47 PM	APRV
5	Court Administrator	Monica Badillo	12/06/2007 01:18 PM	APRV
Form Started By: Roxanne De La Garza			Started On: 12/05/2007 02:54 PM	
Final Approval Date: 12/06/2007				

AI-6969

18.E.

Cause No. C-212-04-E

CC REGULAR

Date: 12/11/2007

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Cause No. C-212-04E; Jose Luis Ramirez and Rosemary Ramirez, Each Individually vs Deere & Company, Individually and D/B/A John Deere Company and/or John Deere and Alfonso Medina, Individually and D/B/A Medina Boer Goat Ranch

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/07/2007 11:10 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/07/2007 11:50 AM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 03:29 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:54 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 04:46 PM	APRV

Form Started By: Norma Silva

Started On: 12/07/2007 10:25 AM

Final Approval Date: 12/07/2007

AI-6972

18.F.

Cause No. CL-06-3277-A

CC REGULAR

Date: 12/11/2007

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Cause No. CL-06-3277-A; Graciela Martinez, Individually, and as Representative of the Estate of Reynaldo Sanchez, III, vs Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/07/2007 11:44 AM	APRV
2	Dale Kennan	Dale Kennan	12/07/2007 01:49 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 03:29 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:54 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 04:46 PM	APRV

Form Started By: Norma Silva

Started On: 12/07/2007 11:25 AM

Final Approval Date: 12/07/2007

AI-6981

18.G.

EEOC No. 31C-2008-00243-C

CC REGULAR

Date: 12/11/2007

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

EEOC No. 31C-2008-00243-C; Alfredo Saenz vs Hidalgo County Precinct 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/07/2007 04:06 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/07/2007 04:10 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 04:37 PM	APRV
4	Purchasing Department		12/07/2007 05:36 PM	NEW

Form Started By: Norma Silva

Started On: 12/07/2007 03:14 PM

Final Approval Date: 12/07/2007

AI-6918
Chapter 551
CC REGULAR

19.D.

Date: 12/11/2007
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Submitted For: Sofia Hernandez
Department: COUNTY JUDGE
Agenda Area: Open Session

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087:

1. La Sienna Project TIF Zone
2. Southeast Texas Industries, Inc. request for a tax abatement

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/05/2007 02:58 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/06/2007 07:55 AM	APRV
3	Auditor's Office	Arcilia Duran	12/06/2007 11:52 AM	APRV
4	Purchasing Department	Marty Salazar	12/06/2007 12:47 PM	APRV
5	Court Administrator	Monica Badillo	12/06/2007 01:18 PM	APRV
Form Started By: Roxanne De La Garza			Started On: 12/05/2007 02:55 PM	
Final Approval Date: 12/06/2007				

AI-6970

19.E.

Cause No. C-212-04E

CC REGULAR

Date: 12/11/2007

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

Cause No. C-212-04E; Jose Luis Ramirez and Rosemary Ramirez, Each Individually vs Deere & Company, Individually and D/B/A John Deere Company and/or John Deere and Alfonso Medina, Individually and D/B/A Medina Boer Goat Ranch

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/07/2007 11:43 AM	APRV
2	Dale Kennan	Dale Kennan	12/07/2007 01:49 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 03:27 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:54 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 04:46 PM	APRV

Form Started By: Norma Silva

Started On: 12/07/2007 10:42 AM

Final Approval Date: 12/07/2007

AI-6974

19.F.

Cause No. CL-06-3277-A

CC REGULAR

Date: 12/11/2007

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

Cause No. CL-06-3277-A; Graciela Martinez, Individually, and as Representative of the Estate of Reynaldo Sanchez, III, vs Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/07/2007 11:46 AM	APRV
2	Dale Kennan	Dale Kennan	12/07/2007 01:49 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 03:27 PM	APRV
4	Purchasing Department	Marty Salazar	12/07/2007 03:54 PM	APRV
5	Court Administrator	Monica Badillo	12/07/2007 04:46 PM	APRV

Form Started By: Norma Silva

Started On: 12/07/2007 11:35 AM

Final Approval Date: 12/07/2007

AI-6982

19.G.

EEOC No. 31C-2008-00243C

CC REGULAR

Date: 12/11/2007

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

EEOC No. 31C-2008-00243C; Alfredo Saenz vs Hidalgo County Precinct 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	12/07/2007 04:07 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/07/2007 04:10 PM	APRV
3	Auditor's Office	Arcilia Duran	12/07/2007 04:37 PM	APRV
4	Purchasing Department		12/07/2007 05:36 PM	NEW

Form Started By: Norma Silva
Started On: 12/07/2007 03:16 PM
Final Approval Date: 12/07/2007
