

**AI-9402**  
**PSJA South Drain**  
**DRAINAGE DISTRICT**

**4.**

Date: 05/27/2008  
Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT  
Submitted For: Sylvia Sanchez  
Department: DRAINAGE DISTRICT

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Information

CAPTION

Confirmation of existing easement on PSJA South Drain as requested by City of Pharr.

BACKGROUND

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Fiscal Impact

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Attachments

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Link: [5-22-2008](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/22/2008 02:39 PM	APRV
2	Court Administrator	Angela Garcia	05/22/2008 03:10 PM	APRV

Form Started By: Sylvia Sanchez  
Started On: 05/19/2008 04:30 PM  
Final Approval Date: 05/22/2008

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LAW OFFICE OF RICHARD A. CANTU, P.C.  
Attorneys and Counselors At Law  
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May 13, 2008

Via Facsimile @ (956) 292-7089

Mr. Godfrey Garza  
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1  
902 North Doolittle  
McAllen, Texas 78541

RE: Easement Issue

Dear Mr. Garza:

The purpose of this correspondence is to confirm, in writing, that the Hidalgo County Drainage District No. 1 is the owner of an easement estate of the three parcels of real property described in the respective instruments which are attached hereto as Exhibit "A", Exhibit "B" and Exhibit "C", and which are incorporated herein for all purposes. More specifically, this is to confirm, in writing, that each respective easement estate is both perpetual and exclusive to the Hidalgo County Drainage District No. 1.

If this accurately reflects the position of the Hidalgo County Drainage District No. 1, please sign this letter and return to it to me at your earliest opportunity. If the above does not correctly reflect our agreement, or should you have any questions concerning this agreement, please contact me at (956) 630-6330.

Thank you for your professional courtesies in this matter.

Sincerely,

LAW OFFICE OF RICHARD A. CANTU, P.C.

By:

  
Richard A. Cantu

**AI-9435**

**5.**

**Surplus unit 85**

**DRAINAGE DISTRICT**

Date: 05/27/2008

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Submitted For: Jaime Salazar

Department: DRAINAGE DISTRICT

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Information

**CAPTION**

Requesting approval to advertise for "DHS Segments 4 through 10" as plans are completed and approved with appropriate IBWC IWO'S.

**BACKGROUND**

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Fiscal Impact

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Attachments

*No file(s) attached.*

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Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	05/21/2008 03:35 PM	APRV
2	Court Administrator	Angela Garcia	05/21/2008 04:12 PM	APRV

Form Started By: Jaime Salazar  
Started On: 05/21/2008 01:49 PM

Final Approval Date: 05/21/2008

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**AI-9446**

**6.**

**levees**

**DRAINAGE DISTRICT**

Date: 05/27/2008  
Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT  
Submitted For: Sylvia Sanchez  
Department: DRAINAGE DISTRICT

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Information

**CAPTION**

Approval for payment request #1 for G.O. Excavating & Construction for drainage improvement in Mercedes. (Project engineer, Guzman & Munoz Engineering & Surveying, Inc.)

**BACKGROUND**

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Fiscal Impact

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Attachments

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Link: [05-22-2008](#)

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Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	05/22/2008 02:21 PM	APRV
2	Court Administrator	Angela Garcia	05/22/2008 03:10 PM	APRV

Form Started By: Sylvia Sanchez  
Started On: 05/21/2008 03:45 PM

Final Approval Date: 05/22/2008

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# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side) PAGE 1 OF 2 PAGES

TO OWNER: Hidalgo County Drainage District #1

PROJECT: Hidalgo County Drain Improvements  
 PERIOD TO: April 02, 2008  
 PROJECT NOS.: 08-001-01-08

APPLICATION NO. 1

Distribution to:  
 OWNER  
 ARCHITECT/ENGINEER  
 CONTRACTOR

FROM CONTRACTOR: G.O. Excavating & Construction

VIA Engineer: Guzman & Munoz Engineering and Surveying, Inc.

CONTRACT DATE: 01/08/08

CONTRACT FOR: Hidalgo County Drain Improvements in Mercedes, Texas

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... \$ 268,681.40  
 2. Net change by Change Orders ..... \$ 0.00  
 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 268,681.40  
 4. TOTAL COMPLETED & STORED TO DATE ..... \$ 220,022.84  
 (Column G on G703)

### 5. RETAINAGE:

a. 10 % of Completed Work ..... \$ 22,002.28  
 (Columns D + E on G703)  
 b. 10 % of Stored Material ..... \$ 0  
 (Column F on G703)  
 Total Retainage (Line 5a + 5b or  
 Total in Column I of G703) ..... \$ 22,002.28

6. TOTAL EARNED LESS RETAINAGE ..... \$ 198,020.56  
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
 (Line 6 from prior Certificate) ..... \$ 0

8. CURRENT PAYMENT DUE ..... \$ 198,020.56

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
 (Line 3 less Line 6) ..... \$ 70,660.84

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTION
Total changes approved in previous months by Owner	0	0
Total approved this Month		0
TOTALS		0
NET CHANGES by Change Order		

*CK 5/1/08*

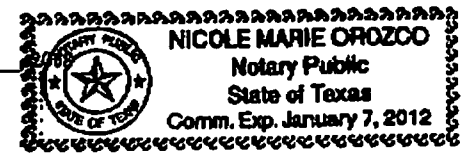
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: G.O. Excavating & Construction

By: George Olivarez  
 George Olivarez, President

Date: 4-25-08

State of: Texas  
 County of: Hidalgo CAMERON  
 Subscribed and sworn to before me this 25<sup>th</sup> day of April



Notary Public: Nicole M. Orozco  
 My Commission expires: 01/07/2012

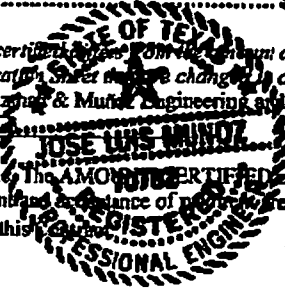
## ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents based on Contract Documents and the data comprising this application, the Architect/Engineer certifies to the Owner that to the best of the Architect's/Engineer'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 ..... \$ 198,020.56

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

ARCHITECT/ENGINEER: Guzman & Munoz Engineering and Surveying, Inc.  
 By: Jose Luis Muroz Date: 4/28/08



This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of this Certificate without prejudice to any rights of the Owner or Contractor under this Contract.

**Anzalduas Dam  
DRAINAGE DISTRICT**

Date: 05/27/2008  
Submitted By: Jaime Salazar, DRAINAGE DISTRICT  
Department: DRAINAGE DISTRICT

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Information

CAPTION

A.) Requesting approval to accept bids and award contract to the lowest bidder meeting all requirements and specifications for Bid No: 08-007-05-21 "Common Levee/Anzalduas Dike Improvements Hidalgo Loop Levee to Anzalduas Dam Project".

B.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for engineering services as it relates to the Drainage Improvements of the existing lateral located at Expressway 83 and Bridge Avenue, Weslaco, TX.

C.) Presentation of scoring grid of the firms graded and evaluated through the District's "pool" of engineers in connection with professional engineering services required for the Drainage Improvements of the existing lateral located at Expressway 83 and Bridge Avenue, Weslaco, TX.

1st. \_\_\_\_\_; 2nd. \_\_\_\_\_;  
3rd. \_\_\_\_\_;

D.) Authority for the Hidalgo County Drainage District No.1 to negotiate a professional engineering services contract with the No.1 ranked firm of : \_\_\_\_\_; for the provision of engineering services for Drainage Improvements of the existing lateral located at Expressway 83 and Bridge Avenue, Weslaco, TX.

BACKGROUND

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Fiscal Impact

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Attachments

*No file(s) attached.*

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/22/2008 02:51 PM	APRV
2	Court Administrator	Angela Garcia	05/22/2008 03:10 PM	APRV

Form Started By: Jaime Salazar  
Started On: 05/21/2008 04:03 PM

Final Approval Date: 05/22/2008

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**AI-9447**

**8.**

**L & G Work Authorizations  
DRAINAGE DISTRICT**

Date: 05/27/2008  
Submitted By: Lora Briones, DRAINAGE DISTRICT  
Submitted For: Lora Briones  
Department: DRAINAGE DISTRICT

Information

CAPTION

A. Request Approval of the following Work Authorizations (WA) for Preliminary Engineering, Geotechnical, Surveying, Construction Material Testing, and Right of Way Services as it relates to the Hidalgo County Levee Improvement Project-Segments:

1. DHS Segment 0-6A Hidalgo Loop Levee from .75 miles S. of Common Levee 2.59 miles to the Hidalgo Port of Entry; Work Authorization No. 19, Supplemental 2, 3, & 4 to Work Authorization No. 12.

2. DHS Segment 0-6B 0.5 miles of Concrete Floodwall at New Levee Location South of Hidalgo Historical Pump Station; Work Authorization No. 23, Supplemental 2, 3, & 4 to Work Authorization No. 13.

3. DHS Segment 0-6C South of Hidalgo Historical Pump Station from the New Location Levee-0.77 Miles East; Work Authorization No. 22, Supplemental 2, 3 & 4 to Work Authorization No. 14.

4. Mission Levee Improvement Project-Banker Weir to Inspiration Rd; Work Authorization No. 21

BACKGROUND

Fiscal Impact

Attachments

*No file(s) attached.*

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/22/2008 02:50 PM	APRV
2	Court Administrator	Angela Garcia	05/22/2008 03:10 PM	APRV
Form Started By: Lora Briones			Started On: 05/21/2008 03:55 PM	
Final Approval Date: 05/22/2008				

AI-9479

9.

**retain legal counsel - CO bond fees potential recovery  
DRAINAGE DISTRICT**

Date: 05/27/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

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Information

CAPTION

**Litigation - Valde Guerra:**

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

B. Authority to accept and approve Letter of Engagement with the firms of Rodriguez & Nicolas, L.L.P. and Susman Godfrey, L.L.P. for the "Provision of Legal Services/Representation in connection with Litigation"

BACKGROUND

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Fiscal Impact

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Attachments

Link: [Letter of Engagement](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	05/23/2008 07:41 AM	APRV
2	Court Administrator	Angela Garcia	05/23/2008 08:02 AM	APRV

Form Started By: Monica Badillo  
Started On: 05/22/2008 04:26 PM

Final Approval Date: 05/23/2008

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# RODRIGUEZ & NICOLAS, L.L.P.

1200 E. HARRISON  
BROWNSVILLE, TEXAS 78520  
TELEPHONE: (956) 574-9333  
FACSIMILE: (956) 574-9337

MICHAEL RODRIGUEZ  
HENRI E. NICOLAS, JR.  
ALISON W. COLVIN  
EDDIE LUCIO III

Email: mrodriguez@rodrigueznicolas.com  
hnicolas@rodrigueznicolas.com  
acolvin@rodrigueznicolas.com  
elucio@rodrigueznicolas.com

May 22, 2008

Mr. J.D. Salinas  
County Judge  
100 East Cano  
2<sup>nd</sup> Floor  
Edinburg, Texas 78540

*via electronic delivery*

Re: Guaranteed Investment Contract Investigation and Potential Litigation

Dear Judge J.D. Salinas:

This letter agreement sets forth the terms and conditions which Rodriguez & Nicolas, L.L.P. ("RN") and Susman Godfrey L.L.P. ("SG") (which includes any successor to the partnerships of RN and SG) will undertake to represent Hidalgo County ("Client"), in pursuit of all claims Client has and asserts on behalf of a class against Municipal Derivatives Brokers and Municipal Derivatives Sellers (all such claims are collectively referred to as "cause of action"). If this agreement is acceptable to you, please sign and return an executed copy to me. We must receive an executed copy of this letter agreement before we can agree to this representation. The terms and conditions of our engagement are as follows:

1. Fees

All RN and SG fees for work on behalf of the class will be as awarded by the Court out of any recovery.

2. Costs and Expenses

Client agrees that SG will advance on Client's behalf the costs and expenses of prosecuting the cause of action, and that SG shall be reimbursed from any class recovery or other award of reimbursement of expenses by the Court.

3. Assignment

Client agrees that it shall not assign in whole or in part or otherwise grant any lien against this cause of action or the proceeds from it, without the prior written consent of RN and SG.

4. RN and SG's Right to Terminate

- A. Should Client elect to abandon any litigation asserting the cause of action, should the conduct of Client seriously prejudice the prospects of successful prosecution of such litigation (including but not limited to a change of ownership of Client or the filing of a bankruptcy proceeding involving Client), should Client's failure either to disclose material facts or accurately to describe such facts seriously prejudice the continued prosecution of such litigation, or should Client breach this agreement, then RN and SG shall have the right to terminate this agreement and its representation of Client.
- B. Client shall be consulted as to any offers for settlement of the cause of action. However, any settlement must be approved by the court as being in the best interest of the class, and SG, as class counsel, has an obligation to present to the court any settlement proposals that SG deems to be in the best interest of the class, regardless of whether Client concurs.
- C. Should it become the opinion of SG at any time subsequent to the date of this agreement, that it is unlikely that the Court will certify a class represented by you, or that your cause of action lacks merit (for example, because of inability to verify Client's claims through witnesses, because of adverse developments in the law or because of a materially adverse change in the financial condition of the defendant), or that any of your particular claims are not suitable to be tried in a class action (for example, because the common issues of fact or law on a particular claim are insufficient to make a class action a proper procedure to adjudicate that claim), then SG shall have the option to terminate this agreement and be relieved of any obligation to participate in any pending litigation involving the cause of action.
- D. Should this case not be certified as a class action, Client presently intends to dismiss his individual claim. If Client, however, elects to continue prosecuting his individual claim, RN and SG shall have no responsibility to represent Client and Client agrees to RN and SG's withdrawal.

5. No Guarantees

The Client hereby acknowledges that neither RN nor SG has made any guarantees regarding the successful outcome of this matter and all expressions about the outcome are only opinions.

6. Association of Cocounsel

Client understands that SG may contract with other attorneys for the performance of certain work for the Client.

7. Severability

If any part of this letter agreement shall for any reason be found unenforceable, the parties agree that all other portions shall nevertheless remain valid and enforceable.

8. Integration

This Agreement represents the final and mutual understanding of the parties. It replaces and supersedes any prior agreements or understandings, whether written or oral. This Agreement may not be modified, amended, or replaced except by another signed written agreement.

9. Consent to Adverse Representation

Client acknowledges that SG is engaged in a nation-wide practice involving clients in many industries and with extensive legal needs. Client agrees that in the event that SG should determine in the future that the needs of another SG client (whether continuing client or new client) require SG's services in a matter other than those in which SG represents client, SG may undertake the representation, even if adverse to Client, so long as it involves a factually unrelated matter. Client agrees that such a representation may involve both adverse litigation as well as non-litigation adverse representation, such as negotiating a transaction with Client.

10. Dispute Resolution

Any dispute arising out of, in connection with, or in relation to the interpretation, performance or breach of this agreement— including any claim of legal malpractice (or similar claim) and any claim involving fees or expenses—shall be resolved by final and binding arbitration conducted in Houston, Texas, administered by and in accordance with the then existing Streamlined Rules of Practice and Procedure in Arbitration of J•A•M•S/ENDISPUTE, and any judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction to do so.

Client further acknowledges that, by so agreeing, Client waives the right to a jury trial. Client also acknowledges that arbitration provides only limited discovery and that courts will enforce an award in arbitration without reviewing it for errors of fact or law.

11. Client's Acknowledgment

Client acknowledges that Client has been encouraged by SG to consult independent counsel concerning the negotiation of this fee agreement and its terms (including Clause 10 on Dispute Resolution), that Client has made sufficient investigation and inquiry to determine that this agreement is fair and reasonable to Client, and that this agreement was the product of arm's length negotiation with SG. Client acknowledges that Client has either consulted such independent counsel or, having had an adequate opportunity to seek such advice, has declined to follow SG's advice to do so.

12. Choice of Law

In any proceeding (whether in arbitration under 10, above, in court, or in any other tribunal), all questions concerning the rights and obligations of Client and SG under this agreement that are determined to be governed by the law of a state shall be resolved in accordance with the then-prevailing law of the State of Texas, including the Texas Rules of Professional Conduct. Client acknowledges that selecting the law of Texas is reasonable in view of the location of SG's offices there, SG's status as a limited liability partnership under the laws of Texas, and application of the Texas Rules to many of the lawyers who may work on Client's matter.

We discuss the terms and conditions of our engagement so candidly because we believe that you are entitled to know our policies, and that this type of frank discussion will avoid any misunderstandings later. Please sign a copy of this letter in the space provided below, indicating your agreement to the terms and conditions set forth above. When we receive this letter signed by you, we will commence our representation in the above-described matter.

Sincerely yours,

**RODRIGUEZ & NICOLAS, L.L.P.**

\_\_\_\_\_  
Henri E. Nicolas, Jr., Partner

**SUSMAN GODFREY L.L.P.**

\_\_\_\_\_  
James Southwick, Partner

**AGREED TO AND ACCEPTED:**

Hidalgo County

By: \_\_\_\_\_

Date: \_\_\_\_\_

Taxpayer ID #: \_\_\_\_\_

ATTACHMENTS:

Exhibit A — In-House Charges