



AGENDA
CITY COMMISSION REGULAR MEETING
MONDAY, JANUARY 28, 2013 – 6:00 PM
CITY COMMISSION CHAMBERS; 3RD FLOOR

CALL TO ORDER - Mayor Richard Cortez

PLEDGE OF ALLEGIANCE - Mayor Richard Cortez

INVOCATION – Marcus Barrera, City Commissioner

PRESENTATION on LEED Certification – Sally Gavlik

PROCLAMATIONS – *Aeromar Day* – Philip Brown

– *Crime Stoppers Month & Program of the Year* – Victor Rodriguez

– *McAllen ISD Outstanding School Board of the Year* – James Ponce

1. PUBLIC HEARING:

A) ROUTINE ITEMS: *[All Rezoning and Conditional Use Permits listed under this section come with a favorable recommendation from the Planning & Zoning Commission and will be enacted by one motion. However, if there is opposition at the meeting or a discussion is desired, that item(s) will be removed from the Routine Items section of the agenda and will be considered separately.]*

1) Request by Javier Bocanegra, for a Conditional Use Permit, for life of the use, for an automotive service and repair (tire shop) at Lots 21 and 22, Balboa Acres Subdivision, Hidalgo County, Texas; 4404 South 23rd Street.

2) Request of Christian Education Activities Corporation, for a Conditional Use Permit, for life of the use, for an institutional use (church and related activities) at 2.727 acres out of Lot 55, Section 9 Hidalgo Canal Company Subdivision, Hidalgo County, Texas; 1803 North Main Street.

B) REZONING:

Rezone from C-3 (general business) District to R-3A (multifamily residential apartment) District: 1.47 acres being 0.73 acres out of Lot 1, M & T Plaza Subdivision and 0.74 acres out of Lot 96, La Lomita Irrigation and Construction Company's Subdivision, Hidalgo County, Texas; 2317 Zinnia Avenue. **TABLED**

C) CONDITIONAL USE PERMIT:

Request of City of McAllen Parks and Recreation, for a Conditional Use Permit, for life of the use, for an institutional use (soccer complex) at 20.34 acres out of Lots 105 and 106, La Lomita Irrigation & Construction Company's Subdivision, and out of Lot 1, McAllen ISD Subdivision No. 9, Hidalgo County, Texas; 4201 North 29th Street. **TABLED**

- D) Amending the Zoning Ordinance of the City of McAllen as enacted May 29, 1979

END OF PUBLIC HEARING

THE CITY COMMISSION HAS THE PREROGATIVE TO RECESS INTO EXECUTIVE SESSION AT ANY TIME DURING THE MEETING

- 2. **CONSENT AGENDA:** *[All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.]*
 - A) Approval of Minutes of Regular Meeting held January 14, 2013.
 - B) Ordinance abandoning a 20 ft. alley on the south side of Lots 1 – 4, Block 7, and Block 2, Kehms’s Addition; 601 Business Highway 83.
 - C) Resolution authorizing the submission of a grant application to the Institute of Museum and Library Services, for funding under the FY 2013 Sparks! Ignition Grant Program.
 - D) Resolution authorizing the submission of a grant application to the Federal Communications Commission through the Universal Service Administration Company E-Rate Grant Program, for funding under 2013-2014 funding cycle.
 - E) Award of Contract for Bleacher Relocation at DeLeon Soccer Complex.
 - F) Consider approval of Outgoing Loan Agreement between IMAS and the City of McAllen, to house the Ann Moore Exhibit at Quinta Mazatlan.
 - G) Consider authorization to locate the “Vaquero y la Cornuda” statutes from in front of Ballroom to new Fine Arts Center.
 - H) Contract Amendment No. 1 for Surveying Services with Dannenbaum Engineering Corporation.
 - I) Change Order No. 1 for Purchase & Delivery of Type “D” Hot Mix Asphaltic Concrete (HMAC) FY 2012-2013.
 - J) Award of Contract for the Uvalde Soccer Complex Parking Improvements Project.
 - K) Change Order No. 1 for 2012-2013 Single Machine Repaving Project.
- 3. **BIDS/CONTRACTS:**
 - A) Authorization to negotiate with top ranked firms for Engineering Services for various municipal projects.
 - B) Award of Contract for IMAS Façade and Site Improvements.
 - C) Consider approval of an Interlocal Agreement with Hidalgo County Drainage District No. 1, for Bentsen Road Paving Improvements from Pecan Blvd. (FM 495) to 3 Mile Line Road.
 - D) Change Order No. 5 for Bentsen Road Paving Improvements from Pecan Blvd. (FM 495) to 3 Mile Line Road.
 - E) Consider approval of contract with OverDrive for Leased E-Content.
- 4. **ORDINANCE** amending the McAllen Code of Ordinances, Chapter 54. Health and Sanitation; Article II; by adding Mobile Food Vendor Guidelines.

5. VARIANCES:

- A) Consider request for a variance for fee in lieu of parkland for Villagio Phase II Subdivision.
- B) Consider request for a variance from block length, cul-de-sac length and secondary access for Monte Vista Subdivision.

6. MANAGER'S REPORT:

- A) Consider approval of Quinta Advisory Board Vision, Mission and Board Commitment Form.
- B) Advisory Board Appointments.
- C) Status Report on various city projects through December 31, 2012.
- D) Status Report on Parks and Recreation Construction Projects.
- E) Status Report on Airport Construction Project.
- F) Future Agenda Items.

7. TABLED ITEMS:

- A) Award of Contract for the purchase of one (1) New Current Model Diesel Cab Chassis with new 4,000 Gallon Water Tank for the Street and Drainage Department of Public Works.
- B) Ordinance providing for a budget amendment for the purpose of funding the purchase of a Water Truck for the Streets and Drainage Department.

END OF PUBLIC HEARING

PUBLIC COMMENT SESSION

8. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.087 (ECONOMIC DEVELOPMENT) AND SECTION 551.072 (DELIBERATION REGARDING REAL PROPERTY).

- A) Discussion and Possible Action to consider project extension for McAllen Skyline, Ltd., for Embassy Suites Hotel site. (Section 551.087, T.G.C.)
- B) Discussion and Possible Action - Evaluation of City Manager, City Attorney and Municipal Court Judges. (Section 551.074, T.G.C.)
- C) Consultation with City Attorney regarding a possible contract with Vianovo relating to International Bridge Facilities. (Section 551.071, T.G.C.)
- D) Consultation with City Attorney regarding new lawsuit: Cause No. CL-13-0044-G; Stacy R. Puente vs. City of McAllen, Texas. (Section 551.071, T.G.C.)
- E) Discussion with City Attorney relating to Yearly Litigation Audit Report. (Section 551.071, T.G.C.)
- F) Consultation with City Attorney relating to Motor Vehicle Accident Liability and Subrogation Claim Reports as of December 31, 2012. (Section 551.071, T.G.C.)

- G) Consultation with City Attorney relating to Workers' Comp/Loss Run Report as of December 31, 2012. (Section 551.071, T.G.C.)
- H) Consideration and Possible Action on arbitration with contractor over claim (I.O.C.). (Section 551.071, T.G.C.)
- I) Consideration and Possible Action on interpleader of funds with more than one claimant (I.O.C. & I.R.S.). (Section 551.071, T.G.C.)
- J) Discussion and Possible Action to consider approval of a resolution to determine a public necessity to acquire a tract of land 60 feet north and south and 160 feet east and west out of the northwest corner of Lot 177, John H. Shary Subdivision. (Section 551.072, T.G.C.)

ADJOURNMENT

IF ANY ACCOMMODATION FOR A DISABILITY IS REQUIRED (OR INTERPRETERS FOR THE DEAF), NOTIFY THE CITY SECRETARY'S DEPARTMENT AT 681-1020 FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING DATE. WITH REGARD TO ANY ITEM, THE BOARD OF COMMISSIONERS MAY TAKE VARIOUS ACTIONS INCLUDING BUT NOT LIMITED TO RESCHEDULING AN ITEM IN ITS ENTIRETY FOR A FUTURE DATE OR TIME. THE CITY COMMISSION MAY ELECT TO GO INTO EXECUTIVE SESSION ON ANY ITEM WHETHER OR NOT SUCH ITEM IS POSTED AS AN EXECUTIVE SESSION ITEM AT ANY TIME DURING THE MEETING WHEN AUTHORIZED BY THE PROVISIONS OF THE OPEN MEETINGS ACT.

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the meeting of the McAllen Board of Commissioners is a true and correct copy and that I posted a true and correct copy of said notice on the bulletin board in the Municipal Building, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 25th day of January, 2013 at 2:00 pm and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

/s/
Annette Villarreal, TRMC/CPM
City Secretary

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 1A1 </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 1/22/12 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u> 1/28/12 </u>
OTHER	<u> </u>		

1. **Agenda Item:** Conditional Use Permit

2. **Party Making Request:** Javier Bocanegra

3. **Nature of Request: (Brief Overview) Attachments:** X Yes No

Request of Javier Bocanegra for a Conditional Use Permit, for one year, for an automotive service and repair (tire shop) at Lots 21 and 22, Block 2, Balboa Acres Subdivision; 4404 South 23rd Street.

4. **Policy Implication:** _____

5. **Budgeted:** Yes No N/A

Bid Amount:	<u> </u>	Budgeted Amount:	<u> </u>
Under Budget:	<u> </u>	Over Budget:	<u> </u>
		Amount Remaining:	<u> </u>

6. **Alternate option costs:** _____

7. **Routing:**

NAME/TITLE	INITIAL	DATE	CONCURRENCE <u>YES/NO</u>
a) <u> Julianne R. Rankin </u> Director of Planning	<u> JRR </u>	<u> 1/22/13 </u>	<u> Yes </u>
b) <u> </u>	<u> </u>	<u> </u>	<u> </u>

8. **Staff's Recommendation:** Staff recommends approval of the request, for life of the use, subject to Section 138-281 of the Zoning Ordinance, Fire Department requirements, and including that the outside storage of tires is limited to a minimum.

9. **Advisory Board:** X Approved Disapproved None
Subject to Section 138-281 of the Zoning Ordinance, Fire Department requirements, and including that the outside storage of tires is limited to a minimum.

10. **City Attorney:** KP Approved Disapproved None

11. **Manager's Recommendation:** MRP Approved Disapproved None

Memo

TO: Mike R. Perez, City Manager

FROM: Leonel Garza, III, Chairperson, Planning and Zoning Commission L.G.

DATE: January 22, 2013

SUBJECT: REQUEST OF JAVIER BOCANEGRA FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR AN AUTOMOTIVE SERVICE AND REPAIR (TIRE SHOP) AT LOTS 21 AND 22, BLOCK 2, BALBOA ACRES SUBDIVISION: 4404 SOUTH 23RD STREET.

GOAL:

A Conditional Use Permit is to allow the compatible and orderly development, within the city, of uses which may be suitable only in certain locations in a zoning district if developed in a 1) specific way or, 2) only for a limited period of time, 3) is required for all conditional uses as set forth in the conditional use paragraph of each district, and 4) at no time may be structured or property be adapted to a conditional use without first obtaining a conditional use permit.

BRIEF DESCRIPTION:

The property is located on the west side of South 23rd Street, approximately 480 ft. north of Idela Avenue and is zoned C-3 (general business) District. The adjacent zoning is C-3 District to the north and south, R-1 (single family residential) District to the west and A-O (agricultural-open space) District to the east. Surrounding land uses include retail, offices, automobile sales, single family residences and vacant land. An automotive service and repair business is allowed in a C-3 zone with a Conditional Use Permit and in compliance with requirements.

The initial conditional use permit was approved for one year by the Planning and Zoning Commission on September 16, 2008. The permit was renewed in October 2009. A notice of Violation was issued by Code Enforcement on September 21, 2011 for operating an automotive service and repair business without having renewed the Conditional Use Permit and for outside storage of tires. The Planning and Zoning Commission approved the permit on November 1, 2011 for one year.

The applicant is now requesting life of the use; therefore, it has to come before the Planning and Zoning Commission board for a recommendation to the City Commission. The applicant is proposing to continue to operate an automotive service and repair (tire shop), Jr.'s Tire Wheels, on the property. Existing parking and landscaping on the property will remain and must be maintained.

The Fire Department has inspected and cleared the building. The business must meet the requirements set forth in Section 138-281 of the Zoning Ordinance and specific requirements as follows:

- 1) A minimum lot size of 10,000 sq. ft. is required. The subject property is approximately 12,540 sq. ft;
- 2) All service, repair, maintenance, painting and other work shall take place within an enclosed area;
- 3) Outside storage of materials is prohibited. The applicant displays tires for sale outside of the building during the business' hours of operation. However, the storage of tires outside during any other time is not permitted. Tires are being stored outside at the rear of the property in a container and a trailer. The applicant stated that the stored tires are hauled off from the property once a week. Storage of tires should be limited as is, anything greater will be subject to citations;
- 4) The building where the work is to take place shall be at least 100 ft. from the nearest residence. The building is not located within 100 ft. of a residence;
- 5) A 6 ft. opaque fence buffered the proposed use from any residential use or residentially zoned area is required. A 6 ft. cedar fence is required and is provided along South 24th Street to buffer the residences to the west;
- 6) New buildings and conversions of existing buildings shall meet current building and fire code requirements concerning separation of high hazard uses from other occupancy use classifications.

OPTIONS:

1. Approve the request for the life of the use.
2. Approve the request for one year.
3. Table the item for additional information.
4. Disapprove the request.

RECOMMENDATION:

This request was heard at the January 16, 2013 Planning and Zoning Commission meeting. There was no one present in opposition of the request and the applicant was present.

Following a brief discussion, the board unanimously voted to recommend approval of the request for the life of the use, subject to Section 138-281 of the Zoning Ordinance, Fire Department requirements and including that the outside storage of tires is limited to a minimum. There were five members present and voting.



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

LEGEND

SCALE: 1" = 500'



SUBJECT PROPERTY

200 FT. NOTIFICATION BOUNDARY

1/4 MILE RADIUS

ZONING LEGEND

A-0 (AGRICULTURAL & OPEN SPACE)	R-3A (APARTMENTS)	R-4 (MOBILE HOMES)	C-3 (GENERAL BUSINESS)	I-1 (LIGHT INDUSTRIAL)
R-1 (SINGLE FAMILY RESIDENTIAL)	R-3C (CONDOMINIUMS)	C-1 (OFFICE BUILDING)	C-3L (LIGHT COMMERCIAL)	I-2 (HEAVY INDUSTRIAL)
R-2 (DUPLEX-FOURPLEX)	R-3T (TOWNHOUSES)	C-2 (NEIGHBORHOOD COMMERCIAL)	C-4 (COMMERCIAL INDUSTRIAL)	(SPECIAL DISTRICT)

This map is a representation of the official zoning map. For zoning verification contact the Planning Department at 956-681-1250, or select city maps at <http://www.mcallen.net>. Furthermore, this map is for informational purposes and is not prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on ground survey and represent approximate relative location of property boundaries.



CITY OF McALLEN
PLANNING DEPARTMENT

AERIAL MAP
SCALE: N.T.S.

 SUBJECT PROPERTY

 200 FT. NOTIFICATION BOUNDARY



on ground survey and represent approximate relative location of property boundaries.

76

Shop. 26^{FT}

25^{FT}

26^{FT}

70^{FT}

31^{FT}

38^{FT}

60^{FT}

LOT 2122

23ST









DEC 11 2012

**JAVIER'S
AUTO SALES**

4406 SOUTH 27th ST. MCALLEN, TX. 78504
956-662-4295

4406

NEW HOPE
FIXING DYN
956-662-4295

LLANTAS NUEVAS USADAS

**JR'S TIRE
WHEELS**

TOYO

RAPID

**NOTICE
AUTO REPAIR
For
This Property
CUP2012-0195**

City of McAllen Planning Dept - 681-1250
www.mcallen.net

4404

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____ X _____
UTILITY BOARD _____
PLANNING & ZONING BOARD _____
OTHER _____

AGENDA ITEM _____
DATE SUBMITTED 1/22/12
MEETING DATE 1/28/12

1A2

1/22/12

1/28/12

1. Agenda Item: Conditional Use Permit

2. Party Making Request: Christian Education Activities Corporation

3. Nature of Request: (Brief Overview) Attachments: X Yes No

Request of Christian Education Activities Corporation for a Conditional Use Permit, for life of the use, for an Institutional Use (Church & Related Activities) at 2.727 acres out of Lot 55, Section 9, Hidalgo Canal Company Subdivision; 1803 North Main Street.

4. Policy Implication: _____

5. Budgeted: Yes No N/A

Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate option costs: _____

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE YES/NO
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a) <u>Julianne R. Rankin</u> <u>Director of Planning</u>	<u>JRR</u>	<u>1/22/13</u>	<u>Yes</u>
b) _____	_____	_____	_____

8. Staff's Recommendation: Staff recommends approval of the request, for life of the use, subject to compliance with the conditions noted, Zoning Ordinance, Fire Department requirements, and subject to the condition that the RV's be removed once the remodeling/repairs is completed.

9. Advisory Board: X Approved Disapproved None
Subject to compliance with the conditions noted, Zoning Ordinance, Fire Department requirements, and subject to the condition that the RV's be removed once the remodeling/repairs is completed.

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

Memo

TO: Mike R. Perez, City Manager

FROM: Leonel Garza, III, Chairperson, Planning and Zoning Commission L.G.

DATE: January 22, 2013

SUBJECT: REQUEST OF CHRISTIAN EDUCATION ACTIVITIES CORPORATION FOR A CONDITIONAL USE PERMIT, FOR LIFE OF THE USE, FOR AN INSTITUTIONAL USE (CHURCH & RELATED ACTIVITIES) AT 2.727 ACRES OUT OF LOT 55, SECTION 9, HIDALGO CANAL COMPANY SUBDIVISION; 1803 NORTH MAIN STREET.

GOAL:
 A Conditional Use Permit is to allow the compatible and orderly development, within the city, of uses which may be suitable only in certain locations in a zoning district if developed in a 1) specific way or, 2) only for a limited period of time, 3) is required for all conditional uses as set forth in the conditional use paragraph of each district, and 4) at no time may a structure or property be adapted to a conditional use without first obtaining a conditional use permit.

BRIEF DESCRIPTION:
 The property is located on the northwest corner of North Main Street and Redwood Avenue and is zoned R-1 (single family residential) District. The adjacent zoning is R-1 District and the surrounding land use is single family residences on all sides. An institutional use is permitted in an R-1 zone with a conditional use permit and in compliance with requirements.

In June 2007 a Conditional Use Permit was approved for one year to allow the construction of an additional building on the property for youth activities. The addition to the existing church required the facility to meet the requirements under the current ordinance, including the conditional use permit. A building permit was obtained and the addition was constructed. In June 2009 the Conditional Use Permit was approved for the life of the use by the City Commission.

There is a new owner, therefore it has to go before the Planning and Zoning Commission board. The applicant is requesting the Conditional Use Permit for life of the use. The applicant proposes to utilize the property for a school/seminary. There is a chapel to be used by students, which will also be available for the surrounding community. The applicant stated that before they can proceed with offering classes, some general repairs have to be done. The TBM volunteers will be working on the project, so the applicant is asking permission to allow RVs to park in the existing parking

lot for a short-term only while the remodeling/repair project is completed. The RVs will need the basic electrical and water available to them.

The Fire Department has inspected the buildings and meets all the minimum requirements. Should the conditional use permit be approved, the applicant would be required to sign the application acknowledging and agreeing to other conditions of the permit. The proposed use must also comply with the zoning ordinance and specific requirements as follows:

- 1) The proposed use shall not generate traffic onto residential size streets or disrupt residential areas, and shall be as close as possible to a major arterial. The property fronts North Main Street and is near the intersection of Pecan Boulevard;
- 2) The proposed use shall comply with the McAllen Off-Street Parking Ordinance and make provisions to prevent the use of street parking, especially in residential areas. The classes and offices require 26 parking spaces; 75 parking spaces are provided on site. If the chapel is offered to the community while school is in session, the chapel is allowed a maximum seating capacity of 196, with 49 parking spaces required. If there are no classes during the use of the chapel, the maximum seating capacity would be with 300, 75 parking spaces required;
- 3) The proposed use shall prevent the unauthorized parking of its patrons on adjacent businesses or residences by providing fences, hedges or reorientation of entrances and exits;
- 4) The proposed use shall provide sufficient lighting to eliminate dark areas, perimeter fencing, and an orientation of the building to provide maximum visibility from a public street in order to discourage vandalism and criminal activities;
- 5) Provisions shall be made to prevent litter from blowing onto adjacent streets and residential areas;
- 6) The number of persons within the building shall be restricted to the existing seating capacity for the building; and
- 7) Sides adjacent to commercially and residentially zoned or used properties shall be screened by a 6 ft. opaque fence. A 6 ft. opaque fence has been provided along the north property line and one is required on the west property line, which is currently being constructed.

OPTIONS:

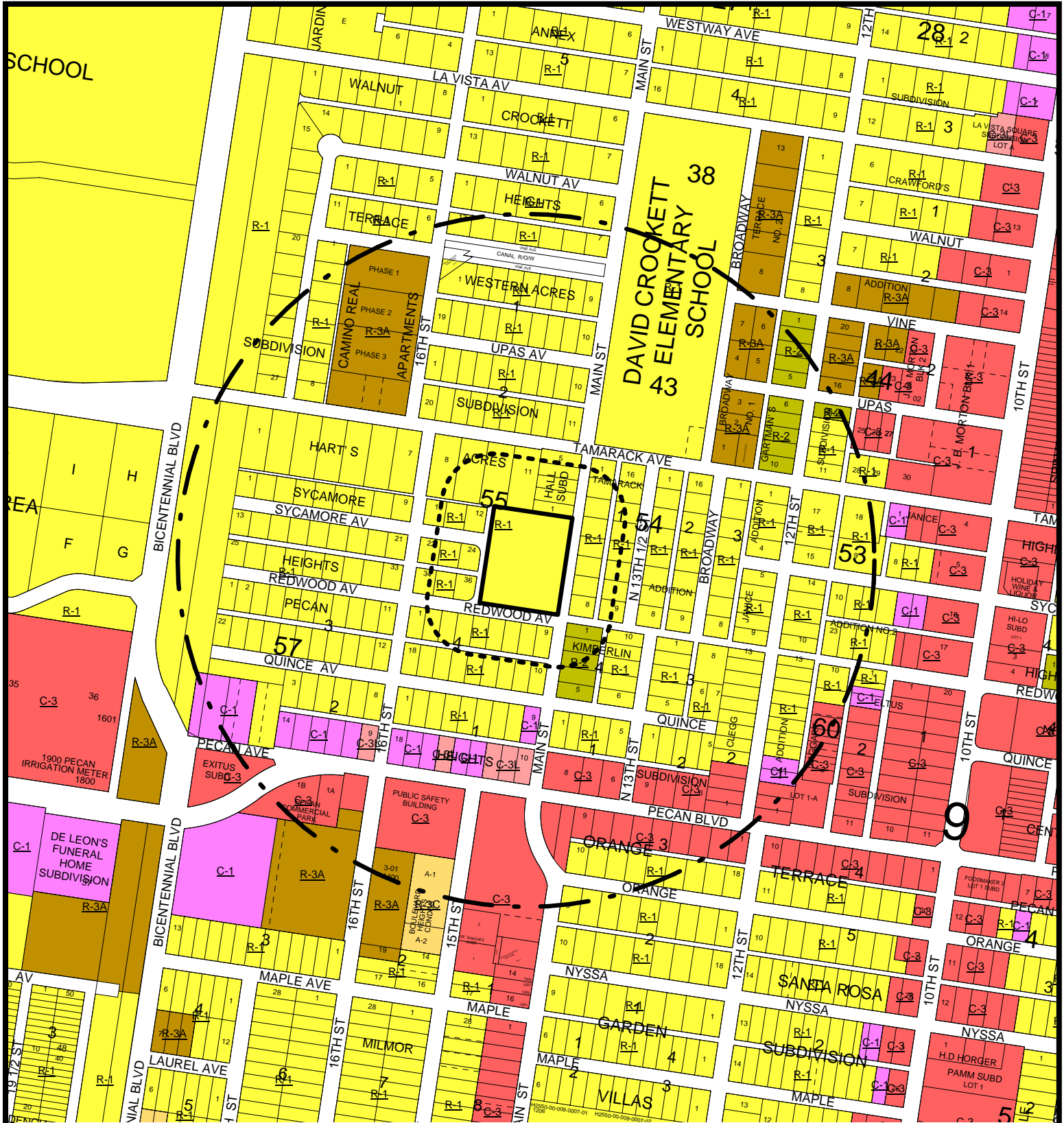
1. Approve the conditional use permit for the life of the use.
2. Approve the conditional use permit for one year.
3. Table the item for additional information.
4. Disapprove the request.

RECOMMENDATION:

This request was heard at the January 16, 2013 Planning and Zoning Commission

meeting. There was no one present in opposition to the request.

Following discussion of the item, the board unanimously voted to recommend approval of the request for the life of the use, subject to compliance with the conditions noted, Zoning Ordinance, Fire Department requirements, and subject to the condition that the RV's be removed once the remodeling/repairs is completed. There were five members present and voting.



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

LEGEND

SCALE: 1" = 500'



SUBJECT PROPERTY

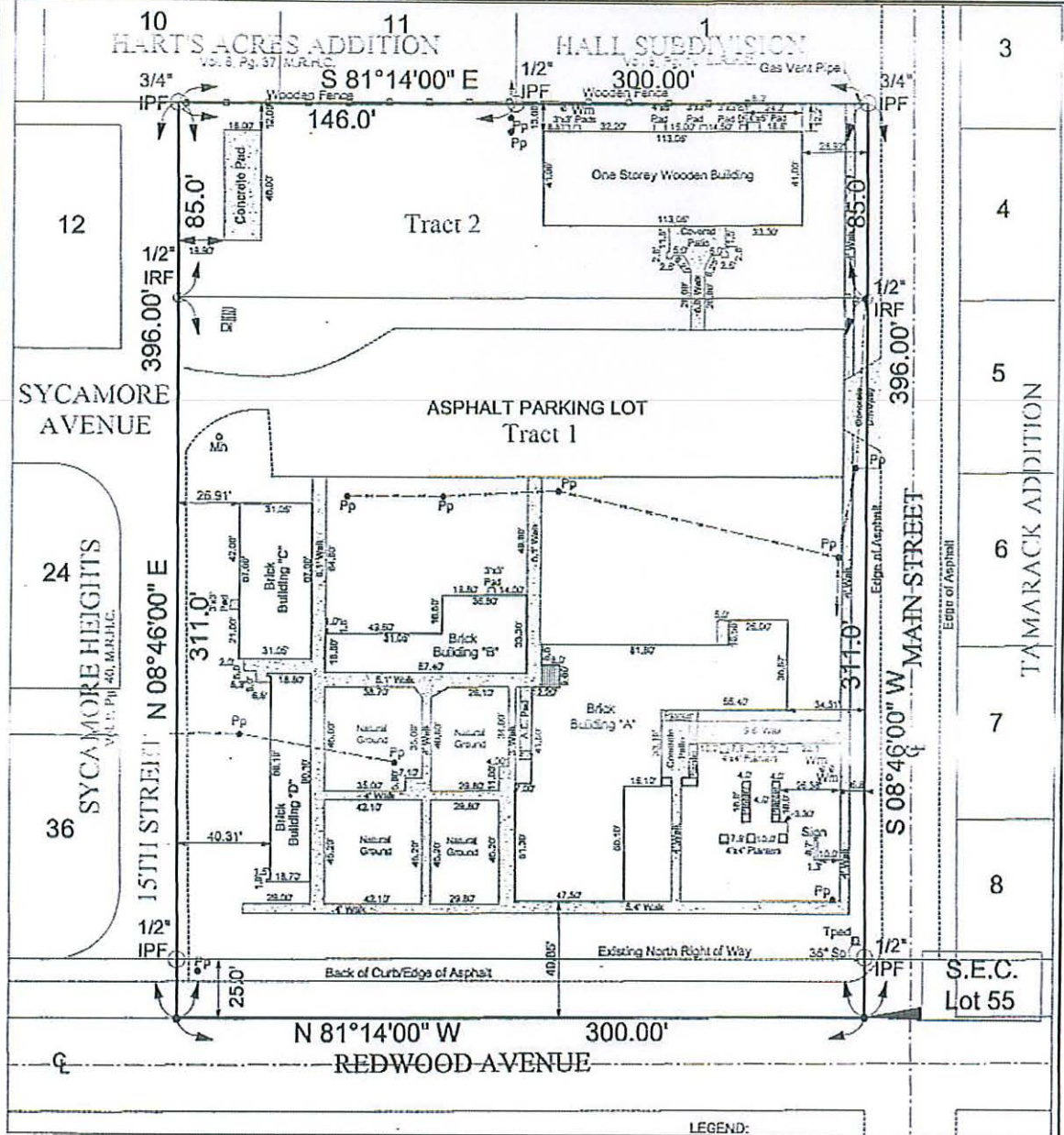
200 FT. NOTIFICATION BOUNDARY

1/4 MILE RADIUS

ZONING LEGEND

A-0 (AGRICULTURAL & OPEN SPACE)	R-3A (APARTMENTS)	R-4 (MOBILE HOMES)	C-3 (GENERAL BUSINESS)	I-1 (LIGHT INDUSTRIAL)
R-1 (SINGLE FAMILY RESIDENTIAL)	R-3C (CONDOMINIUMS)	C-1 (OFFICE BUILDING)	C-3L (LIGHT COMMERCIAL)	I-2 (HEAVY INDUSTRIAL)
R-2 (DUPLIX-FOURPLEX)	R-3T (TOWNHOUSES)	C-2 (NEIGHBORHOOD COMMERCIAL)	C-4 (COMMERCIAL INDUSTRIAL)	(SPECIAL DISTRICT)

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LEGEND:

⊙ IRF	Iron Rod Found	⊙ Sp	Stand Pipe
⊙ IRS	Iron Rod Set	⊠ Tped	Tel. Pedestal
⊙ IPF	Iron Pipe Found	⊙ Wm	Water Meter
⊙ Mh	Manhole	⊕	Center Line

SURVEY PLAT

BEING A 2.727 ACRES TRACT, MORE OR LESS, OF LAND, BEING A PART OR PORTION OUT OF LOT 55, SECTION NINE (9), HIDALGO CANAL COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS.

PREPARED FOR: CHRISTIAN ACTIVITIES EDUCATION CORPORATION *d/b/a/* SOUTH TEXAS SCHOOL OF CHRISTIAN STUDIES

NOTES:

BASIS OF BEARING: S 81°14'00" E, with an iron pipe found at the Northwest corner and an iron pipe found at the Northeast corner of a 2.727 acre tract of land, with and along the South line of Hart's Acres Addition and Hall Subdivision.

Survey Based on GF No. 776793 dated March 30, 2012

© COPYRIGHT 2012 J.A.GARZA ASSOCIATES L.L.C. THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE BORROWER NAMED HERON. IN CONJUNCTION WITH THE ORIGINAL TRANSACTION WHICH SHALL TAKE PLACE WITHIN 6 MONTHS AFTER THE SURVEY WAS PROVIDED. NO LICENSE HAS BEEN CREATED OR IMPLIED TO COPY THIS SURVEY. SURVEY VALID ONLY IF PRINT HAS THE ORIGINAL SEAL AND SIGNATURE

SCALE: 1" = 60'

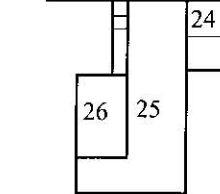
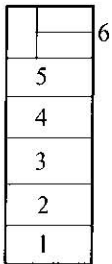
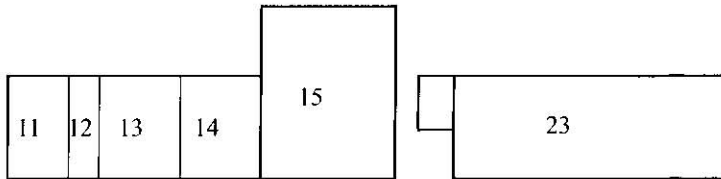
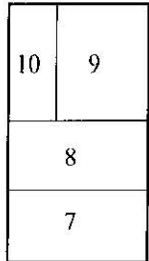
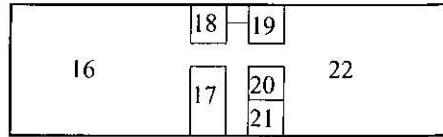
JOB #: 6652
 BK #: 150, PG. 23
 SURVEY DATE:
 MAY 22, 2012

PREPARED AND SURVEYED BY:

J.A. Garza
Associates, L.L.C.

3319 N. Warr Rd. Sca. 'A'
 McAllen, Texas 78501
 (956) 687-8677
 (956) 687-8641 fax

SCS McAllen
 1803 N. Main
 McAllen, TX 78501



- 1= Dorm
- 2= Dorm
- 3= Dorm
- 4= Dorm
- 5= Dorm
- 6= Restroom
- 7= Classroom
- 8= Classroom
- 9= Classroom
- 10= Storage
- 11= Office
- 12= IT Closet
- 13= Office
- 14= Office
- 15= Office/Hospitality Suite
- 16= Multi-purpose
- 17= Conference Rm
- 18= Women's RR
- 19= Men's RR
- 20= Office
- 21= Office
- 22= Library/Reading Rm
- 23= Chapel
- 24= Main Entrance
- 25= Dining Hall
- 26= Kitchen

NOTICE
INSTITUTIONAL
For
This Property
CUP2012-0194
City of Madison Planning Dept. 604-252-1100
www.ci.madison.tx.us



**CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM**

CITY COMMISSION X
UTILITY BOARD
OTHER

AGENDA ITEM 1B
DATE SUBMITTED 1/18/13
MEETING DATE 1/28/13

1. Agenda Item: Rezoning Request
2. Party Making Request: Nancy Mireles

3. Nature of Request: (Brief Overview) Contract: Yes No

Rezone from C-3 (general business) District to R-3A (multifamily residential apartments) District: 1.47 acres being 0.73 acres out of Lot 1, M&T Plaza Subdivision and 0.74 acres out of lot 96, La Lomita Irrigation and Construction Company's Subdivision, Hidalgo County, Texas; 2317 Zinnia Avenue.

4. Policy Implication: Zoning Ordinance

5. Budgeted: Yes X No N/A

Bid Amount: Budgeted Amount:
Under Budget: Over Budget:
Amount Remaining:

If over budget how will it be paid for:

6. Alternate option/costs:

7. Routing:

	NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)	<u>Julianne R. Rankin</u> Director of Planning	<u>JRR</u>	<u>1/22/13</u>	<u>Yes</u>
b)	<u> </u>	<u> </u>	<u> </u>	<u> </u>

8. Staff's Recommendation: Disapproval

9. Advisory Board: X Approved Disapproved None

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

Memo

TO: Mike R. Perez, City Manager

FROM: Leonel Garza III, Chairman, Planning & Zoning LG III

DATE: January 18, 2013

SUBJECT: REZONE FROM C-3 (GENERAL BUSINESS) DISTRICT TO R-3A (MULTIFAMILY RESIDENTIAL APARTMENTS) DISTRICT: 1.47 ACRES BEING 0.73 ACRES OUT OF LOT 1, M&T PLAZA SUBDIVISION AND 0.74 ACRES OUT OF LOT 96, LA LOMITA IRRIGATION AND CONSTRUCTION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS; 2317 ZINNIA AVENUE. (REZ2012-0047)

GOAL:

Zoning regulations must be adopted in accordance with *Foresight McAllen* and designed to 1) lessen congestion, 2) secure safety from fire and other dangers, 3) promote health and general welfare, 4) provide adequate light and air, 5) prevent overcrowding of land 6) avoid undue concentration of population, 6) facilitate the adequate provision of transportation, water, sewers, school, parks, and other public requirements and 7) protect and preserve places and areas of historical, cultural or architectural importance or significance. L.G.C. Section 211.004.

BRIEF DESCRIPTION:

The property is located along the south side of Zinnia Avenue approximately 235 feet west of North 23rd Street. The tract has 163 feet of frontage along Zinnia Avenue and a depth of 394 feet for a tract size of approximately 1.47 acres. The subject property and adjacent commercial properties were rezoned from I-1 (light industrial) District to C-3 (general commercial) District in 1998 as part of the Kingwood Estates development. There have been no other rezoning requests since then. The property is currently vacant and the applicant is requesting R-3A (multifamily residential apartments) District in order to establish apartment use. A subdivision plat under the name of Zinnia Plaza Subdivision has been submitted to the Planning Department and is undergoing the review process. A feasibility plan has been submitted.

The adjacent zoning is C-3 (general business) District to the north and south and R-1 (single family residential) District to the west. Zoning to the east across North 23rd Street is I-1 (light industrial) District. The adjacent property was rezoned from I-1 (light industrial) District to R-1 (single family residential) District in 1998 and 2002. Surrounding land uses are single family residential, Fuentes Eye Center, Freedom Fitness, Border Capital Bank, La Justicia Restaurant, and vacant land.

A petition submitted was signed by 80 individuals and represents 22.3% in opposition to the rezoning.

- The requested zoning does not conform to the Auto Urban Commercial land use designation for the property as indicated on the Foresight McAllen Comprehensive Plan.
- The property has a common property line with single family residence and the proposed apartment use is a change from the planned use.
- The maximum number of apartment units permitted on the subject property in an R-3A District ranges from 64 1-bedroom units to 42 3-bedroom units. The number of vehicle trips generated by low rise apartments is 6.59 vehicles trips per day or a total of 421 to 276 trips per day depending upon the number of units. The applicant is proposing 27 dwelling units or a trip generation of 177 trips per day. The apartment density is 18.36 dwelling units per acre and is greater than 8 dwelling units per acre for R-1 (single family residential) District.
- Zinnia Avenue is a collector street with 60 feet of right-of-way and 42 feet of pavement with two travel lanes, two parking lanes, and curb and gutter.
- A masonry screen eight feet in height shall be required where a multifamily use has a side or rear property line in common with a single family use or zone.
- Parkland dedication or fees in lieu of parkland dedication comprising \$700 per dwelling unit is required prior to recording a subdivision plat.
- A recorded subdivision plat and approved site plan are required prior to issuance of any building permit.

OPTIONS:

1. Approve the rezoning request.
2. Table the item for a) consideration by a full board, b) additional information, c) additional time for applicant and adjacent property owners to meet on zoning issues or d) further study by the Planning and Zoning Commission of rezoning the area.
3. Recommend approval of R-3A excluding the west 25 feet and R-1 (single family residential) District for the west 25 feet.
4. Disapprove the rezoning request.

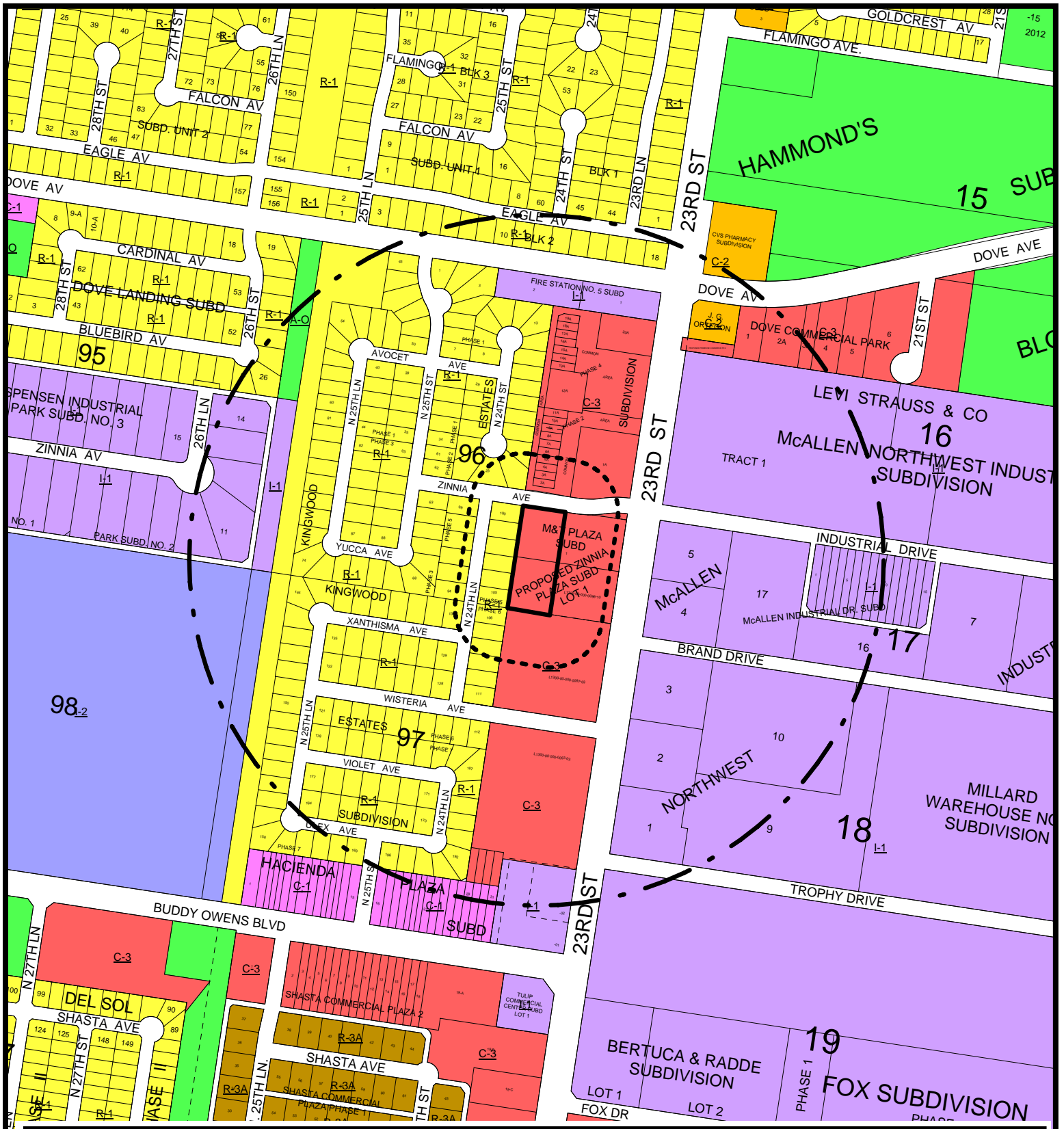
PLANNING AND ZONING COMMISSION MEETING OF DECEMBER 18, 2012

At the Planning and Zoning Commission meeting of December 18, 2012, the rezoning request was tabled by the Board at the written request of the applicant. Subsequently, several members from the neighborhood expressed their concerns dealing with excess noise, traffic, privacy, and property values.

PLANNING AND ZONING COMMISSION MEETING OF JANUARY 16, 2013

At the Planning and Zoning Commission meeting of January 16, 2013, five citizens appeared in opposition to the rezoning request. Their major concerns included privacy, noise, and traffic. They also indicated that approval of this rezoning request may set a precedent for similar future rezoning requests in this area. Chairman Garza III commented that under the current zoning a variety of more intense uses with more traffic and noise

than apartments could develop. He also stated that the proposed apartment use could serve as a buffer between the C-3 and R-1 Districts. Mark Montalvo represented the applicant, made reference to renderings being presented and commented that this proposed development is to be a gated, 26 unit high end project. Mr. Montalvo mentioned that the development will include a 10 foot masonry wall which will serve as a buffer. Sam Trevino, representing the applicant, mentioned that they would be willing to leave space for purposes of a buffer. The applicant was not present. The Board voted unanimously to recommend approval of the rezoning request with 5 members present and voting.



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

LEGEND

SCALE: 1" = 500'



SUBJECT PROPERTY

200 FT. NOTIFICATION BOUNDARY

1/4 MILE RADIUS

ZONING LEGEND

A-0 (AGRICULTURAL & OPEN SPACE)	R-1 (SINGLE FAMILY RESIDENTIAL)	R-3A (APARTMENTS)	R-4 (MOBILE HOMES)	C-3 (GENERAL BUSINESS)	I-1 (LIGHT INDUSTRIAL)
R-2 (DUPLIX-FOURPLEX)	R-3C (CONDOMINIUMS)	R-3T (TOWNHOUSES)	C-1 (OFFICE BUILDING)	C-3L (LIGHT COMMERCIAL)	I-2 (HEAVY INDUSTRIAL)
	R-3I (TOWNHOUSES)	C-2 (NEIGHBORHOOD COMMERCIAL)	C-4 (COMMERCIAL INDUSTRIAL)	(SPECIAL DISTRICT)	

This map is a representation of the official zoning map. For zoning verification contact the Planning Department at 956-681-1250, or select city maps at <http://www.mcallen.net>. Furthermore, this map is for informational purposes and is not prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on ground survey and represent approximate relative location of property boundaries.



CITY OF McALLEN
 PLANNING DEPARTMENT

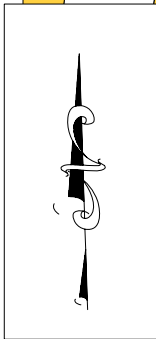
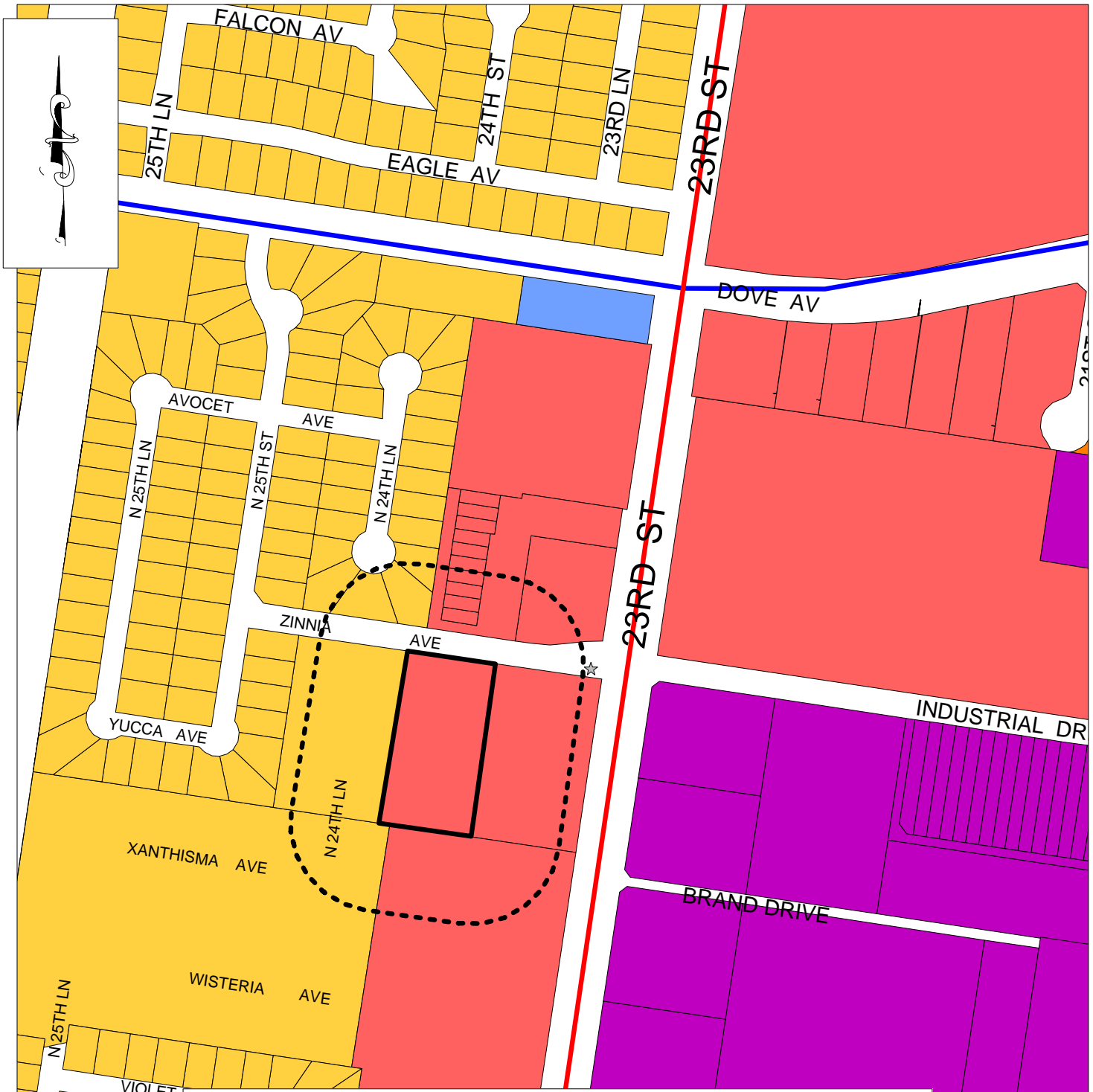
AERIAL MAP
 SCALE: N.T.S.

 SUBJECT PROPERTY

 200 FT. NOTIFICATION BOUNDARY



on ground survey and represent approximate relative location of property boundaries.



CITY OF McALLEN
PLANNING DEPARTMENT

LEGEND
SCALE: 1 INCH = 2,000 FEET
APPROVED: SEPTEMBER 13, 2010

FORESIGHT McALLEN COMPREHENSIVE PLAN

FUTURE LAND USE PLAN

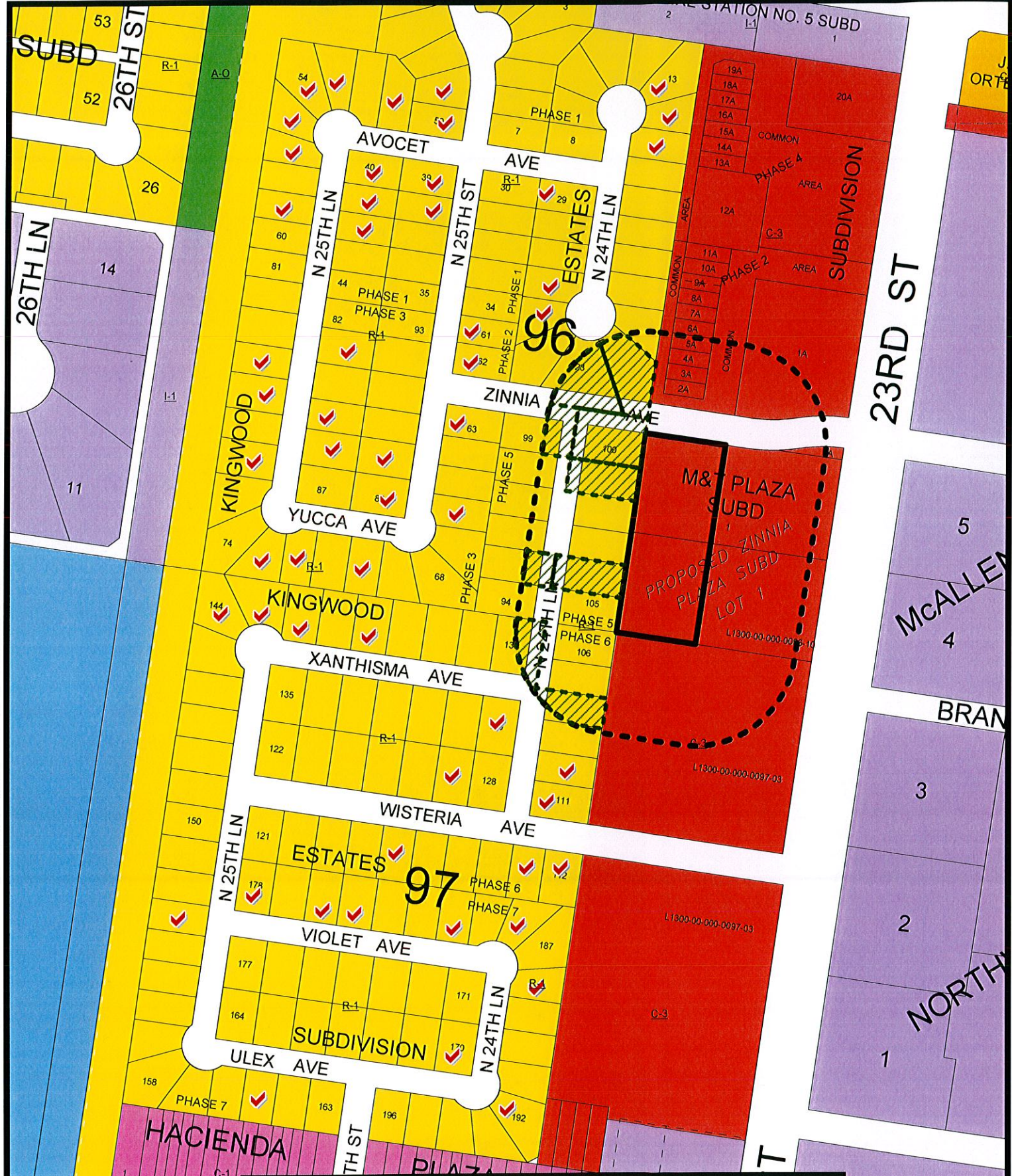
- | | |
|---------------------------------|------------------------------------|
| VAC - VACANT | SCM - SUBURBAN COMMERCIAL |
| EST - ESTATE | URC - URBAN CENTER |
| SUBR - SUBURBAN RESIDENTIAL | UCH - URBAN CENTER HIGH |
| AUSF - AUTO URBAN SINGLE FAMILY | IND - INDUSTRIAL |
| USF - URBAN SINGLE FAMILY | SPUS - SPECIAL USES, CIVIC, PUBLIC |
| AUMF - AUTO URBAN MULTIFAMILY | PRK - CITY PARKS |
| UMF - URBAN MULTIFAMILY | OPS - OPEN SPACE |
| UMX - URBAN RESIDENTIAL MIXED | AGR - AGRICULTURE |
| AUCM - AUTO URBAN COMMERCIAL | WTBY - WATER BODIES |

THOROUGHFARE PLAN

- GRADE SEPARATION (INTERCHANGE)
- EXPRESSWAY 350'
- PARKWAY 350'
- HI-SPEED ARTERIAL 150'
- PRINCIPAL ARTERIAL 120'
- MINOR ARTERIAL 100'
- COLLECTOR 80'
- ALTERNATIVE ALIGNMENT
- McALLEN CITY LIMITS
- McALLEN ETJ





A COMPREHENSIVE PLAN SHALL NOT CONSTITUTE ZONING REGULATIONS OR ESTABLISH ZONING DISTRICT BOUNDARIES. SEC. 219.005 LGC

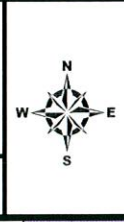
**NOTICE
REZONING
For
This Property
REZ2012-0047**
City of McAllen Planning Dept - 681-1250
www.mcallen.net



CITY OF McALLEN
PLANNING DEPARTMENT

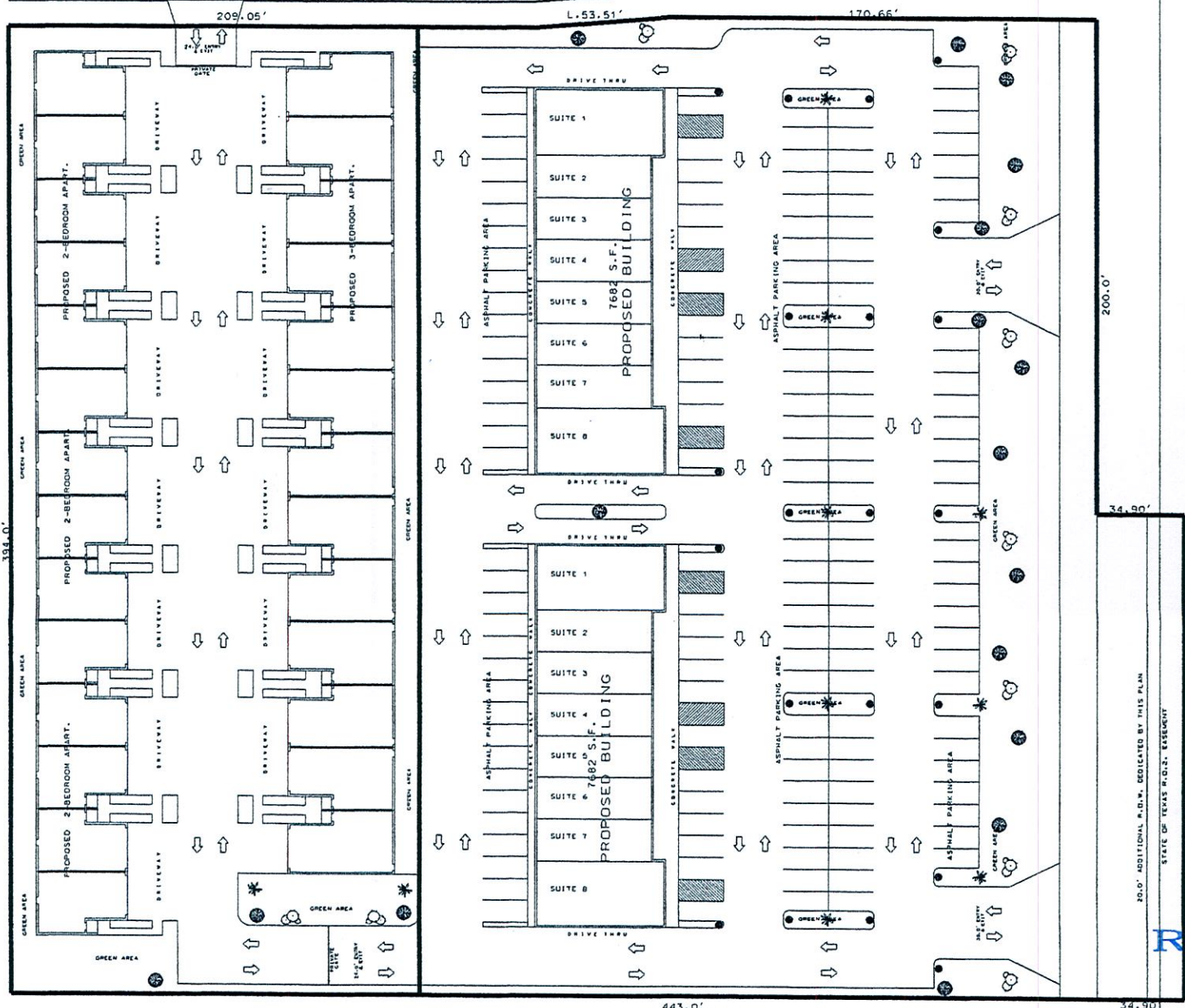
LEGEND
SCALE: N.T.S.

	SUBJECT PROPERTY		200 FT. NOTIFICATION BOUNDARY
	OPPOSITION PETITION		OPPOSITION WITHIN 200 FT.



SITE PLAN ZINNIA PLAZA SUBDIVISION

ZINNIA AVENUE



N. 23rd. RD. STREET

RECEIVED

NOV 09 2012

Initial:



STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 1C </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 1/22/12 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u> 1/28/13 </u>
OTHER	<u> </u>		

1. Agenda Item: Conditional Use Permit

2. Party Making Request: City of McAllen Parks and Recreation

3. Nature of Request: (Brief Overview) Attachments: X Yes No
Request of City of McAllen Parks and Recreation, for a Conditional Use Permit, for life of the use, for an institutional use (soccer complex) at 20.34 acres out of lots 105 and 106, La Lomita Irrigation & Construction Company's Subdivision and out of Lot 1, McAllen Independent School District Subdivision No. 9, Hidalgo County, Texas: 4201 North 29th Street.

4. Policy Implication: _____

5. Budgeted: Yes No N/A

Bid Amount: <u> </u>	Budgeted Amount: <u> </u>
Under Budget: <u> </u>	Over Budget: <u> </u>
	Amount Remaining: <u> </u>

6. Alternate option costs: _____

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE <u>YES/NO</u>
a) <u>Julianne R. Rankin</u> Director of Planning	<u>JRR</u>	<u>1/22/13</u>	<u>Yes</u>
b) _____	<u> </u>	<u> </u>	<u> </u>

8. Staff's Recommendation: Staff recommends approval of the request, for life of the use, subject to developing an additional parking lot and pursuing a parking agreement, the Zoning and Subdivision Ordinance, Building permit requirements, and Fire Department requirements.

9. Advisory Board: x Approved Disapproved None
Recommend approval of the request, for life of the use, subject to complying with parking requirements, the Zoning and Subdivision Ordinance, Building permit requirements, and Fire Department requirements.

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

Memo

TO: Mike R. Perez, City Manager

FROM: Leonel R. Garza III, Chairman, Planning & Zoning Commission L.G.

DATE: January 22, 2013

SUBJECT: REQUEST OF CITY OF MCALLEN PARKS AND RECREATION, FOR A CONDITIONAL USE PERMIT, FOR LIFE OF THE USE, FOR AN INSTITUTIONAL USE (SOCCER COMPLEX) AT 20.34 ACRES OUT OF LOTS 105 AND 106, LA LOMITA IRRIGATION & CONSTRUCTION COMPANY'S SUBDIVISION AND OUT OF LOT 1, MCALLEN INDEPENDENT SCHOOL DISTRICT SUBDIVISION NO. 9, HIDALGO COUNTY, TEXAS; 4201 NORTH 29TH STREET.

GOAL:

A Conditional Use Permit is to allow the compatible and orderly development, within the city, of uses which may be suitable only in certain locations in a zoning district if developed in a 1) specific way or, 2) only for a limited period of time, 3) is required for all conditional uses as set forth in the conditional use paragraph of each district, and 4) at no time may a structure or property be adapted to a conditional use without first obtaining a conditional use permit.

BRIEF DESCRIPTION:

The property is located on the south side of Buddy Owens Blvd. and on the east side of North 34th Street. The property is zoned A-O (agricultural & open space) District. The adjacent zoning is A-O District to the south and west, R-1 (single family residential) District and C-2 (Neighborhood Commercial) to the east, and A-O, R-1, C-2, and C-3L (light commercial) District to the north. The surrounding land uses include De Leon Middle School, The Boys and Girls Club, offices, single family residences and vacant land. An institutional use is permitted in an A-O zone with a conditional use permit and in compliance with requirements.

The applicant is proposing to expand the existing soccer field facility adjacent to De Leon Middle School. There is currently vacant land on the property with sporadic fences and goals placed throughout the site. The existing stadium will be relocated and provide for additional seating. The applicant is proposing to construct eight additional soccer fields, and two football fields to the north and west of De Leon Middle School.

There are 345 additional parking spaces proposed that will be located on the south portion of the property, along North 34th Street, and on the north side along Buddy Owens Blvd. The site plan also shows proposed maintenance buildings, a concession stand, restrooms, a playground, and a grand promenade.

The required parking for the ten new fields is 300 parking spaces (30 parking spaces per field). Based on one parking space per two and a half seats in the stadium, 720

parking spaces are required for the 1,800 fixed seats in the stadium; for a total of 1,020 required parking spaces. There are currently 785 parking spaces provided with a plan to add an additional 345 spaces for a total of 1,130 provided parking spaces leaving 110 extra.

In case of large events, the applicant has stated that bleachers will be placed into the stadium to allow for a total capacity of 4000 seats. Based on one parking space per two and a half seats in the stadium 1,600 parking spaces are required making the site short on parking by 770 spaces.

Staff has spoken with the Parks and Recreation Department who has stated that they are looking into developing an additional parking lot on school grounds that will accommodate approximately 150 cars. They are also pursuing a parking agreement with Target to accommodate overflow parking.

A building permit will be required and will be subject to complying with all the requirements. The Fire Department will have to conduct a final inspection upon completion of construction for compliance with safety codes and regulations. The proposed use must also comply with the zoning ordinance and specific requirements as follows:

- 1) The proposed use shall not generate traffic onto residential size streets or disrupt residential areas, and shall be as close as possible to a major arterial. The site plan submitted for the parking lot shows proposed access along Buddy Owens Blvd and N 34th Street;
- 2) The proposed use shall comply with the McAllen Off-Street Parking Ordinance and make provisions to prevent the use of street parking, especially in residential areas. Based on 30 parking spaces per field, the required parking is 300 parking spaces for the ten new fields. The stadium will have a seating capacity of 1,800 which requires 720 parking spaces (1 space for every 2.5 seats). A total of 1,020 parking spaces are required. There are currently 785 parking spaces provided with a plan to add an additional 345 spaces for a total of 1,130 provided parking spaces leaving 110 extra. In case of large events, the applicant has stated that bleachers will be placed in the stadium to allow for a total capacity of 4000 seats. Based on one parking space per two and a half seats in the stadium 1,600 parking spaces would be required. The applicant is planning on developing an additional parking lot and pursuing a parking agreement;
- 3) The proposed use shall prevent the unauthorized parking of its patrons on adjacent businesses or residences by providing fences, hedges or reorientation of entrances and exits;
- 4) The proposed use shall provide sufficient lighting to eliminate dark areas, perimeter fencing, and an orientation of the building to provide maximum visibility from a public street in order to discourage vandalism and criminal activities;
- 5) Provisions shall be made to prevent litter from blowing onto adjacent streets and residential areas;

- 6) The number of persons within the building shall be restricted to those allowed by the Fire Marshal and Building Official at the time of permit issuance; and
- 7) Sides adjacent to commercially and residentially zoned or used properties shall be screened by a 6 ft. opaque fence.

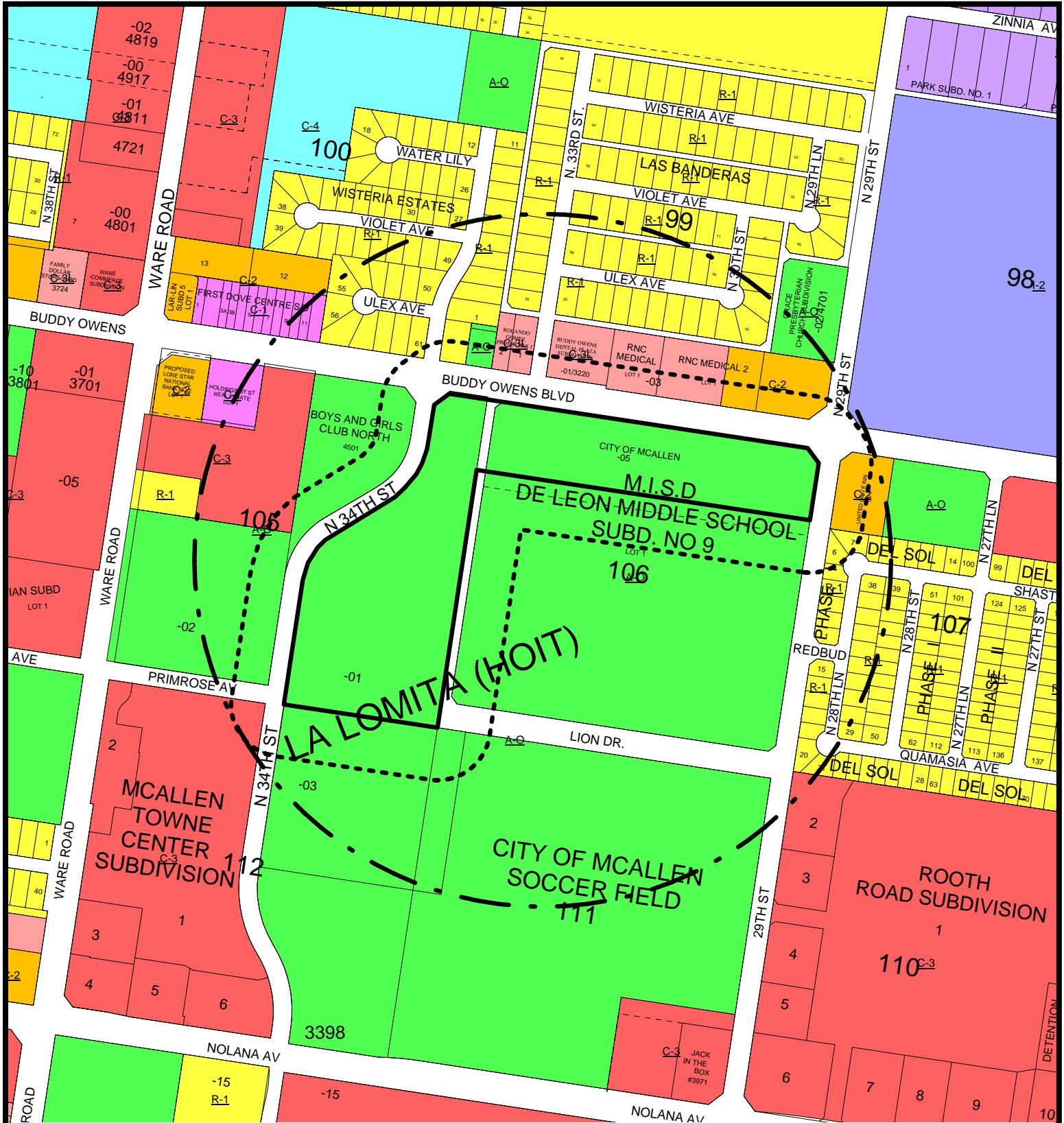
OPTIONS:

1. Approve the Conditional Use Permit.
2. Approve the Conditional Use Permit for one year.
3. Table the item for additional information.
4. Disapprove the request.

RECOMMENDATION:

This request was heard at the December 4, 2012 Planning & Zoning meeting. The board expressed some concerns with parking. There was no one there in opposition. Sally Gavlik, Director of the Parks & Recreation Department, addressed the board and indicated that they were working with the school district and Target to provide for additional parking. Also, when the stadium would be at full capacity, the adjacent fields would not be utilized.

After a brief discussion the board voted to unanimously to recommend approval of the request subject to the complying with parking requirements, Zoning and Subdivision Ordinance, building permit requirements, and fire department requirements. There were six members present and voting.



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

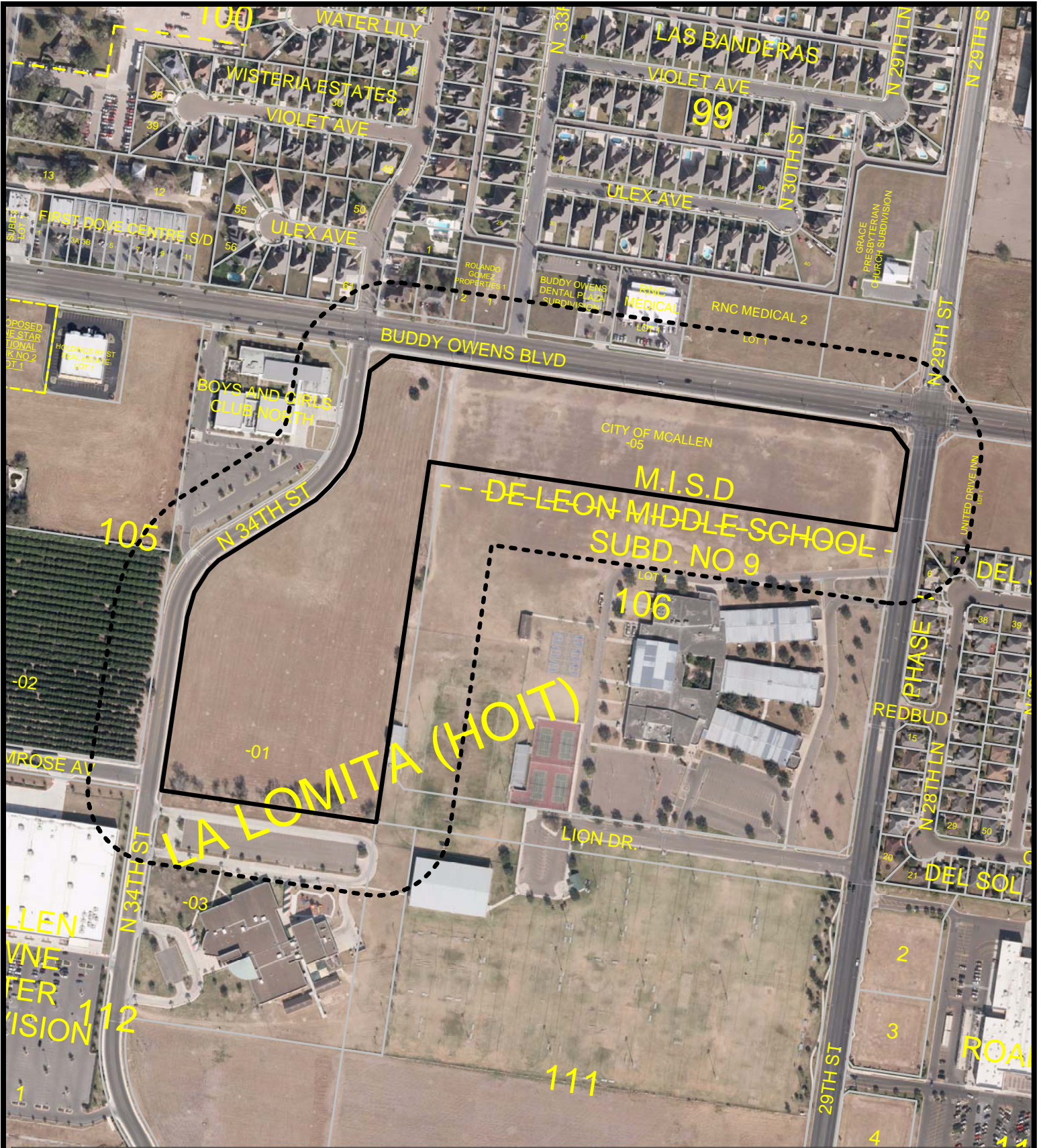
- SUBJECT PROPERTY
- 200 FT. NOTIFICATION BOUNDARY
- 1/4 MILE RADIUS



ZONING LEGEND

A-O (AGRICULTURAL & OPEN SPACE)	R-3A (APARTMENTS)	R-4 (MOBILE HOMES)	C-3 (GENERAL BUSINESS)	I-1 (LIGHT INDUSTRIAL)
R-1 (SINGLE FAMILY RESIDENTIAL)	R-3C (CONDOMINIUMS)	C-1 (OFFICE BUILDING)	C-3L (LIGHT COMMERCIAL)	I-2 (HEAVY INDUSTRIAL)
R-2 (DUPLEX-FOURPLEX)	R-3T (TOWNHOUSES)	C-2 (NEIGHBORHOOD COMMERCIAL)	C-4 (COMMERCIAL INDUSTRIAL)	(SPECIAL DISTRICT)

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CITY OF McALLEN
PLANNING DEPARTMENT

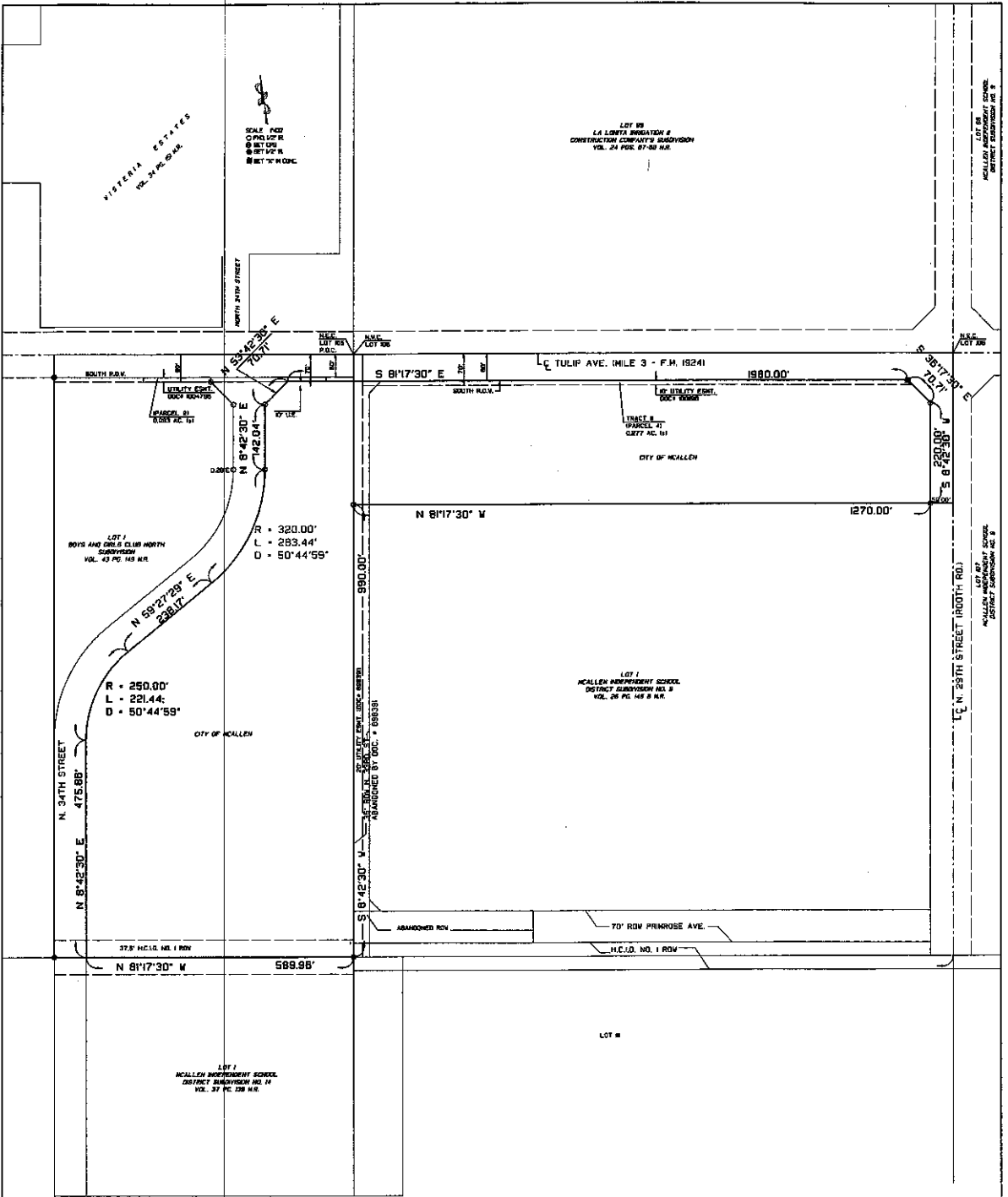
AERIAL MAP
SCALE: N.T.S.

 SUBJECT PROPERTY

 200 FT. NOTIFICATION BOUNDARY



on ground survey and represent approximate relative location of property boundaries.



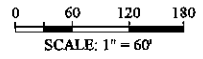
PLAT SHOWING
 A 20.34 ACRES. (±)
 OUT OF
 LOT 105 AND 106 LA LOMITA IRRIGATION &
 CONSTRUCTION COMPANY'S SUBDIVISION
 AS RECORDED IN
 VOLUME 24, PAGES 67-68, MAP RECORDS.
 AND OUT OF LOT 1, MCALLEN INDEPENDENT
 SCHOOL DISTRICT SUBD. NO. 9, VOL. 26, PG. 148 B M.R.
 HIDALGO COUNTY, TEXAS

NOTE: IMPROVEMENTS NOT SHOWN AS
 REQUESTED BY CLIENT.

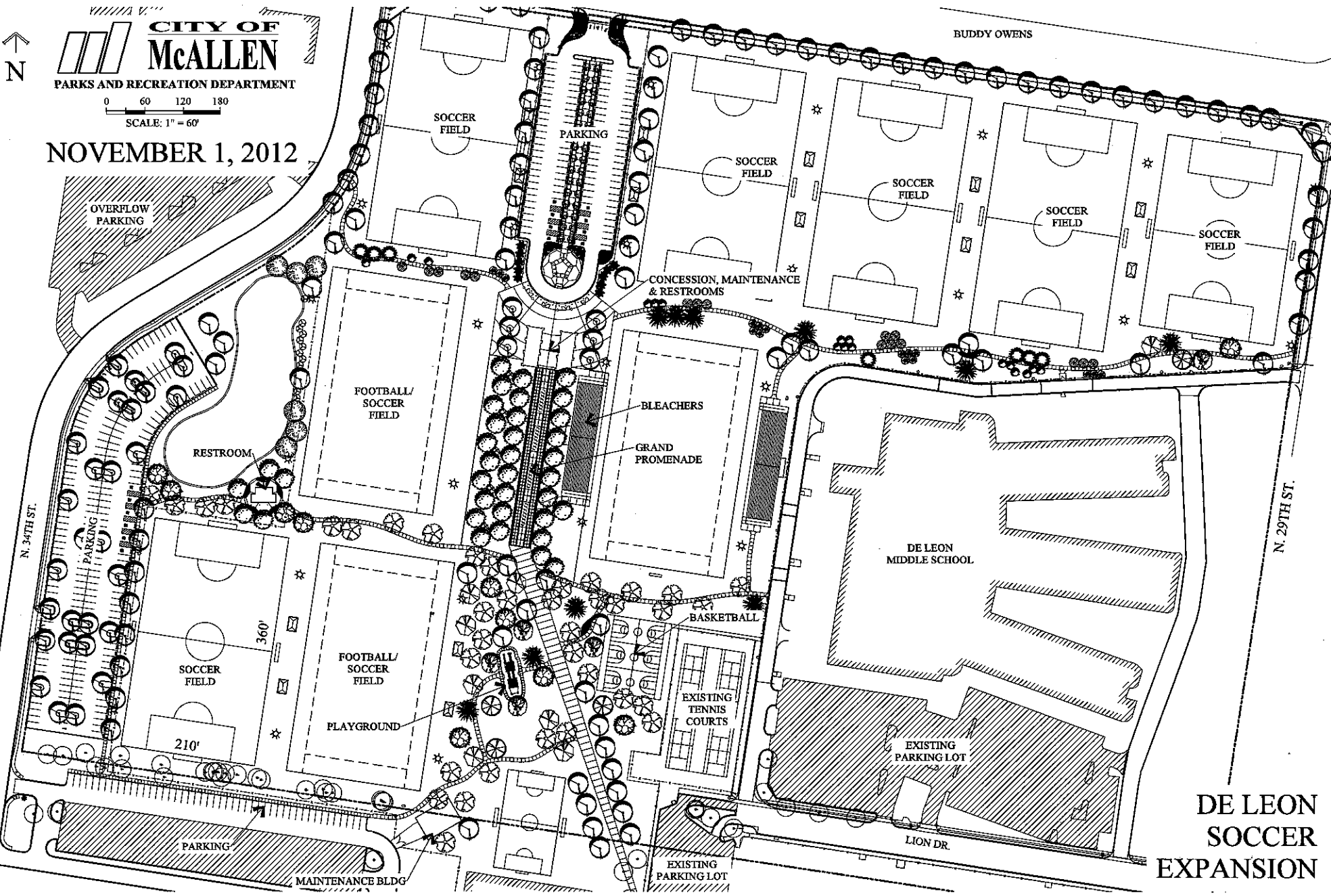
J.A. Garza
 Associates, L.L.C.
 2218 S. Wynn Rd., Box "A"
 McAllen, Texas 78501
 (361) 697-0677
 (361) 697-0643 Fax



CITY OF McALLEN
PARKS AND RECREATION DEPARTMENT



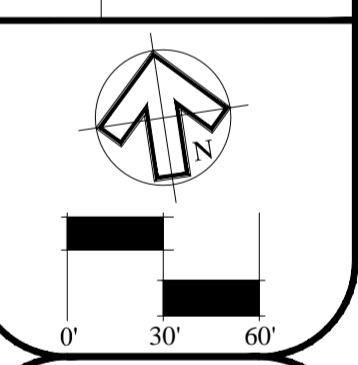
NOVEMBER 1, 2012



**DE LEON
 SOCCER
 EXPANSION**

REVISIONS:

DATE	DESCRIPTION
10/3/12	75% SET
10/19/12	95% SET

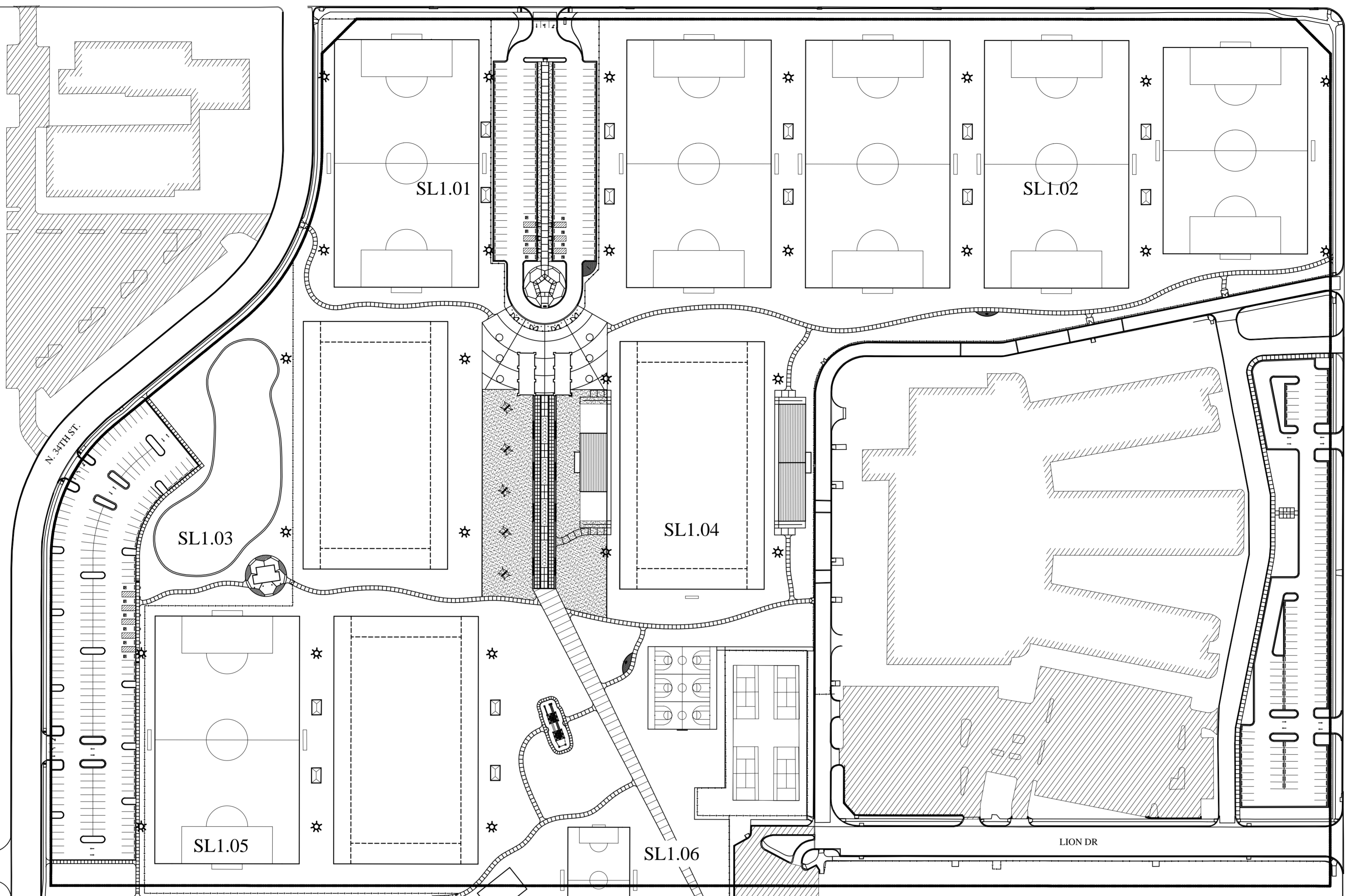


SEAL:

This drawing and the design shown is the property of City of McAllen - Parks and Recreation Department. The reproduction, copying or use of this drawing without the written consent of the City of McAllen - Parks and Recreation Department is prohibited and any infringement will be subject to legal action.

SHEET TITLE:
OVERALL SITE LAYOUT

SHEET NO.:
SL1.00



ACCESSIBILITY REQUIREMENT NOTES:

1. ALL CONSTRUCTION AS PART OF THIS PROJECT SHALL BE COMPLETED IN STRICT ACCORDANCE WITH THE GUIDELINES ESTABLISHED BY THE AMERICANS WITH DISABILITIES ACT (ADA) AND THE TEXAS ACCESSIBILITY STANDARDS (TAS).
2. THE GENERAL CONTRACTOR SHALL REPORT TO THE OWNER/ARCHITECT ANY AND ALL DISCREPANCIES BETWEEN OR WITHIN THE CONTRACT DOCUMENTS AND THE DESIGN GUIDELINES ESTABLISHED BY THE ADA AND THE TAS PRIOR TO BEGINNING ANY PHASE OF CONSTRUCTION.
3. THE GENERAL CONTRACTOR SHALL UTILIZE EXTREME CARE TO INSURE THAT ALL TOLERANCES, DIMENSIONS AND CLEARANCES ARE CONSTRUCTED ACCURATELY AND WITHOUT DEVIATION.
4. THE GENERAL CONTRACTOR IS REQUIRED TO TAKE ANY AND ALL ACTIONS NECESSARY TO CORRECT CONDITIONS WHICH ARE IN THE OPINION OF THE STATE ACCESSIBILITY INSPECTOR IN VIOLATION OF TAS GUIDELINES AS THE DIRECT RESULT CONSTRUCTION CONTROL AND/OR TOLERANCES.

SITE NOTES:

1. NO SIDEWALK OR WALKWAY SHALL HAVE A LONGITUDINAL SLOPE EXCEEDING 1:20 (5%).
2. NO SIDEWALK OR WALKWAY SHALL HAVE A CROSS SLOPE EXCEEDING 1:50 (2%).
3. NO SIDEWALK OR WALKWAY SHALL HAVE A VERTICAL CHANGE IN LEVEL GREATER THAN 1/2" WITHOUT THE USE OF A RAMP.
4. CHANGES IN LEVEL ALONG SIDEWALKS AND WALKWAYS UP TO 1/4" MAY BE VERTICAL AND WITHOUT EDGE TREATMENT.
5. CHANGES IN LEVEL ALONG SIDEWALKS AND WALKWAYS BETWEEN 1/4" AND 1/2" SHALL BE WITH A SLOPE NO GREATER THAN 1:2 (50%).
6. SIDEWALKS, WALKWAYS AND RAMPS SHALL BE CONSTRUCTED SO THAT WATER WILL NOT ACCUMULATE ON THE WALKWAY SURFACE.
7. GRADES SURROUNDING SIDEWALKS, WALKWAYS AND RAMPS SHALL BE 1" BELOW THE PAVED SURFACE WHERE NO EDGE CURB OR RAILING IS INDICATED.
8. SIDEWALKS AND WALKWAYS SHALL HAVE A SLIP RESISTANT SURFACE WITH A MINIMUM STATIC COEFFICIENT OF FRICTION OF 0.6.
9. RAMPS AND CURB RAMPS SHALL HAVE A SLIP RESISTANT SURFACE WITH A MINIMUM STATIC COEFFICIENT OF FRICTION OF 0.8.
10. CURB RAMPS SHALL CONFORM TO THE DIMENSIONS AND SLOPES AS INDICATED IN THE SITE DETAILS.
11. THE CONTRACTOR WILL NOT BE ALLOWED TO STORE OR STOCK-PILE ANY MATERIALS WITHIN THE FLOODPLAIN OR DRAINAGE RIGHT-OF-WAY.
12. THE LANDSCAPE ARCHITECT SHALL PROVIDE THE CONTRACTOR WITH COORDINATES TO LOCATE ALL STRUCTURES.
13. THE CONTRACTOR IS TO HAVE ALL CONCRETE FORMS AND LAYOUTS APPROVED BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

PRIMEROSE AVE

N. 34TH ST.

N. 29TH ST.

SL1.03

SL1.01

SL1.02

SL1.04


SL1.05

SL1.06

LION DR

CASTANEDA PARKING

**NOTICE
INSTITUTIONAL
For
This Property
CUP2012-0185**

 City of McAllen Planning Dept - 681-1250
www.mcallen.net

CITY OF MCALLEN
STANDARDIZED RECOMMENDATION FORM

LD
01/22/13
01/28/13

CITY COMMISSION X
 UTILITY BOARD
 PLANNING & ZONING BOARD
 OTHER

AGENDA ITEM
 DATE SUBMITTED
 MEETING DATE

1. Agenda Item: Zoning Ordinance

2. Party Making Request: Kevin D. Pagan, City Attorney

3. Nature of Request: (Brief Overview) Attachments: X Yes No
Ordinance Amending the Zoning Ordinance

4. Policy Implication:

5. Budgeted: Yes No N/A

Bid Amount: Budgeted Amount:
 Under Budget: Over Budget:
 Amount Remaining:

6. Alternate option costs:

7. Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE YES/NO</u>
a) <u>Kevin D. Pagan City Attorney</u>	<u> </u>	<u> </u>	<u> </u>
b) <u>Julianne Rankin Director of Planning</u>	<u>JR</u>	<u>1-22</u>	<u>Yes</u>

8. Staff Recommendation: Subject to approval of rezoning by City Commission

9. Advisory Board: V Approved Disapproved None

10. City Attorney: V Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF McALLEN, TEXAS AS ENACTED ON MAY 29, 1979, BY PROVIDING THAT 1.47 ACRES BEING 0.73 ACRES OUT OF LOT 1, M & T PLAZA SUBDIVISION, AND 0.74 ACRES OUT OF LOT 96, LA LOMITA IRRIGATION & CONSTRUCTION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, SHALL BE CHANGED FROM C-3 (GENERAL BUSINESS) DISTRICT TO R-3A (MULTIFAMILY RESIDENTIAL APARTMENTS) DISTRICT AMENDING THE ZONING MAP TO CONFORM TO THESE CHANGES.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF McALLEN, TEXAS, THAT:

SECTION I: The following tract of land which is located within the city limits of the City of McAllen, Texas shall be rezoned from C-3 (General Business) District to R-3A (Multifamily Residential Apartments) District:

A 1.47 acre tract of land being 0.73 acres out of Lot 1, M & T Plaza, and 0.74 acres out of Lot 96, La Lomita Irrigation and Construction Company's Subdivision, said tract of land being more particularly described by metes and bounds as follows:

BEGINNING a point on the South right-of-way line of Zinnia Avenue for the Northwest corner of Lot 1 and the Northwest corner of this tract;

THENCE, South 81 Deg. 17 Min. 30 Sec. East, along the North line of Lot 1 and the South right-of-way line of Zinnia Avenue, a distance of 163.00 feet to a point for the Northeast corner;

THENCE, South 08 Deg. 42 Min. 30 Sec. West, a distance of 394.00 feet to a point for the Southeast corner;

THENCE, North 81 Deg. 17 Min. 30 Sec. West, a distance of 163.00 feet to a point for the Southwest corner;

THENCE, North 08 Deg. 42 Min. 30 Sec. East, a distance of 394.00 feet to the Point of Beginning and containing 1.47 acres of land, more or less.

SECTION II: This Ordinance shall become effective immediately upon its passage and publication in accordance with the law.

SECTION III: This Ordinance shall be and remain in full force and effect from and after its passage by the Board of Commissioners and the caption of this Ordinance shall be published according to Section 2-56 of the Code of Ordinances of the City of McAllen.

SECTION IV: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

SECTION V: This ordinance shall not be published in the Code of Ordinances of the City of McAllen, Texas as it is not amendatory thereof, however, it shall be cited in the appropriate appendix of the Code of Ordinances.

CONSIDERED, PASSED and APPROVED this 28th day of January, 2013, at a regular meeting of the Board of Commissioners of the City of McAllen at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this _____ day of January 2013.

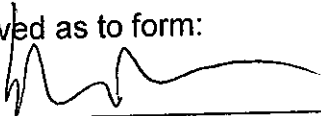
CITY OF MCALLEN

By: _____
Richard Cortez, Mayor

ATTEST:

By: _____
Annette Villarreal, City Secretary

Approved as to form:

By:  _____
Kevin D. Pagan, City Attorney

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION
 UTILITY BOARD
 PLANNING & ZONING BOARD
 OTHER

 X

AGENDA ITEM
 DATE SUBMITTED
 MEETING DATE

 2A

 01/23/2013

 01/28/2013

1 Agenda Item: Approval of minutes.

2 Party Making Request: Annette Villarreal, City Secretary

3 Nature of Request: (Brief Overview) Attachments: _____ Yes x No
Approval of Minutes of Regular Meeting held January 14, 2013.

4 Policy Implication: Approval by City Commission

5 Budgeted: _____ Yes _____ No X N/A

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____

6 Alternate option costs: _____

7 Routing:

	<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
a)	<u>Annette Villarreal</u> <u>City Secretary, TRMC</u>	<u>AV</u>	<u>01/23/2013</u>	<u>YES</u>
b)	_____	_____	_____	_____

8 Staff Recommendation: Approval

9 Advisory Board: _____ Approved _____ Disapproved _____ None

10 City Attorney: KP Approved _____ Disapproved _____ None

11 Manager's Recommendation: MRP Approved _____ Disapproved _____ None

**STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF MCALLEN**

The McAllen Board of Commissioners convened in a Regular Meeting on **Monday, January 14, 2013**, at 4:00 pm, at McAllen City Hall Third Floor (3rd) Commission Chambers, with the following present:

Richard F. Cortez	Mayor
Hilda Salinas	Mayor Pro Tem
Aida Ramirez	Mayor Pro Tem
Scott Crane	Commissioner
Marcus C. Barrera	Commissioner
John Ingram	Commissioner
Jim Darling	Commissioner

Staff:	Mike R. Perez	City Manager
	Kevin Pagan	City Attorney
	Brent Branham	Deputy City Manager
	Roy Rodriguez	PUB General Manager/Asst. City Manager
	Wendy Smith	Assistant City Manager
	Perla Zamora	Deputy City Secretary
	Yvette Barrera	City Engineer
	Eduardo Mendoza	Director of Traffic Operations
	Carlos Sanchez	Public Works Director
	Elizabeth Suarez	Transit Director
	Sally Gavlik	Director of Parks & Recreation
	Victor Rodriguez	Police Chief
	Sandra Zamora	Director of Purchasing
	Juli Rankin	Director of Planning

CALL TO ORDER

Mayor Cortez called the meeting to order.

PLEDGE

Mayor Cortez led the pledge.

INVOCATION

Commissioner Crane delivered the invocation.

PROCLAMATIONS:

ARBOR DAY

Mayor Pro Tem Salinas read and presented a proclamation for *Arbor Day*.

SOUTH TEXAS HEALTH SYSTEM DAY

Mayor Pro Tem Ramirez read and presented a proclamation for *South Texas Health System Day*.

1. PUBLIC HEARING:

Mayor Cortez called the Public Hearing to order.

- A) ROUTINE ITEMS: [ALL RE ZONINGS AND CONDITIONAL USE PERMITS LISTED UNDER THIS SECTION COME WITH A FAVORABLE RECOMMENDATION FROM THE PLANNING & ZONING COMMISSION AND WILL BE ENACTED BY ORDINANCE. HOWEVER, IF THERE IS OPPOSITION AT THE MEETING OR A DISCUSSION IS DESIRED, THAT ITEM(S) WILL BE REMOVED FROM THE ROUTINE ITEMS SECTION OF THE AGENDA AND WILL BE CONSIDERED SEPARATELY.]**

Mayor Cortez asked if anyone was present to speak in opposition to the items listed under this section of the agenda with exception of items 3, 4, and 6. No one appeared in opposition. Mayor Pro Tem Ramirez moved to approve the items listed on the Routine Items section of the agenda. Mayor Pro Tem Salinas seconded the motion. The motion carried unanimously.

- 1) REZONE FROM A-O (AGRICULTURAL-OPEN SPACE) DISTRICT TO R-1 (SINGLE FAMILY RESIDENTIAL) DISTRICT: 11.81 ACRES OUT OF LOT 277 AND A PORTION OF CANAL RIGHT-OF-WAY LYING NORTH OF LOT 277, JOHN H. SHARY SUBDIVISION, HIDALGO COUNTY, TEXAS; 2500 NORTH TAYLOR ROAD.**

Approved the R-1 zoning at 2500 North Taylor Road, as per Planning and Zoning Commission.

- 2) REZONE FROM R-1 (SINGLE FAMILY RESIDENTIAL) DISTRICT TO R-3T (MULTIFAMILY RESIDENTIAL TOWNHOUSE) DISTRICT: 8.625 ACRES OUT OF LOT 13, SECTION 278, TEXAS-MEXICAN RAILWAY CO. SURVEY, HIDALGO COUNTY, TEXAS; 1121 PROVIDENCE AVENUE.**

Approved the R-3T zoning at 1121 Providence Avenue, as per Planning and Zoning Commission.

- 3) REZONE FROM A-O (AGRICULTURAL-OPEN SPACE) DISTRICT TO R-3T (MULTIFAMILY RESIDENTIAL TOWNHOUSE) DISTRICT: 3.59 ACRES OUT**

**OF LOT 287, JOHN H. SHARY SUBDIVISION, HIDALGO COUNTY, TEXAS;
5101 DAFFODIL AVENUE.**

Staff recommended approval of the R-3T rezoning at 5101 Daffodil Avenue, as per Planning and Zoning Commission.

Mayor Cortez asked if anyone was present to speak in opposition the rezoning request. The following individuals spoke in opposition to the rezoning request: Dan Monopoli and James McGuire. The applicant spoke in favor of the rezoning request. A discussion was held.

After due consideration, Commissioner Darling moved to approve the R-3T rezoning subject to note on the plat limiting the number of lots to no more than 32. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

4) REZONE FROM A-O (AGRICULTURAL-OPEN SPACE) DISTRICT TO C-3 (GENERAL BUSINESS) DISTRICT: 1.40 ACRES OUT OF LOT 287, JOHN H. SHARY SUBDIVISION, HIDALGO COUNTY, TEXAS; 2916 NORTH TAYLOR ROAD.

Staff recommended disapproval of the C-3 zoning at 2916 North Taylor Road, as per Planning and Zoning Commission and alternatively, recommended approval of C-3L zoning.

Mayor Cortez asked if anyone was present to speak in opposition the rezoning request. No one appeared in opposition.

Commissioner Barrera moved to approve the C3-L zoning as recommended. Mayor Pro Tem Salinas seconded the motion. The motion carried unanimously.

5) REQUEST OF MARC MARTINEZ, APPEALING THE DECISION OF THE PLANNING & ZONING COMMISSION OF THE DECEMBER 18, 2012 MEETING, DENYING THE CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR A BAR AT LOTS 1, 2, 3 AND 4, THE DISTRICT AT MCALLEN SUBDIVISION, HIDALGO COUNTY, TEXAS; 3300 NORTH MCCOLL ROAD, SUITES P & Q.

Granted a variance and approved a Conditional Use Permit, for one year, for a bar, at 3300 North McColl Road, Suites P & Q, as per Planning and Zoning Commission with an added condition to provide extra security and nightly trash pickup for at least one hour after closing. The establishment must also meet the requirements set forth in Section 138-118(4) of the Zoning Ordinance and specific requirements as follows:

- 1) The property line of the lot of any of the above-mentioned businesses must be at least 600 ft. from the nearest residence or residentially-zoned property, church, school, or publicly-owned property, and must be designed to prevent disruption of the character of

adjacent residential areas, and must not be heard from the residential area after 10:00 p.m. The proposed establishment is within 600 ft. of residential zones and uses;

2) The property must be as close as possible to a major arterial and shall not generate traffic onto residential-sized streets. The establishment has access to North McColl Road and East Fern Avenue, and does not generate traffic onto residential areas;

3) The business must provide parking in accordance with the McAllen Off-Street Parking Ordinance at a minimum, and make provisions to prevent the use of adjacent streets for parking. Currently there is a multi-tenant commercial building on the property. Based on the square footage and uses, excluding La Pampa and existing nightclubs, to run simultaneously during business hours (8 a.m. to 7 p.m.), 140 parking spaces are required. The proposed bar would require 68 parking spaces; 274 parking spaces are provided on the common parking area in the front and rear of the building. For the businesses that are after hours (La Pampa and the existing and proposed nightclubs) to run simultaneously, 303 parking spaces are required. There is a mutual access agreement, which allows the use of parking and access in and across Lots 1 through 5, 6A, and 6B of The District of McAllen Subdivision and Lot 9, 10, and 11 of The District of McAllen Phase II Subdivision. The 29 parking spaces to comply with the parking requirements will be utilized from Lot 6A;

4) The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent properties;

5) The business shall provide sufficient lighting to eliminate dark areas and maximize visibility from a public street in order to discourage vandalism and criminal activities;

6) The business must make provisions to keep litter to a minimum and keep it from blowing onto adjacent properties. Should this permit be granted, then the condition of keeping litter at a minimum on this property and on adjacent properties be maintained; and

7) The above-mentioned business shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official and Planning Director. The maximum occupancy of the establishment was determined at the time of building permit for a total of 382 persons, of which 291 are allowed in the first floor and 91 persons in the second floor.

6) REQUEST OF CITY OF McALLEN PARKS AND RECREATION, FOR A CONDITIONAL USE PERMIT, FOR LIFE OF THE USE, FOR AN INSTITUTIONAL USE (SOCCER COMPLEX) AT 20.34 ACRES OUT OF LOTS 105 AND 106, LA LOMITA IRRIGATION & CONSTRUCTION COMPANY'S SUBDIVISION, AND OUT OF LOT 1, McALLEN ISD SUBDIVISION NO. 9, HIDALGO COUNTY, TEXAS; 4201 NORTH 29TH STREET.

Staff recommended that said item be tabled at the applicant's request.

Mayor Pro Tem Ramirez moved to table said item. Mayor Pro Tem Salinas seconded the motion. The motion carried unanimously.

B) REZONING:

REZONE FROM C-3 (GENERAL BUSINESS) DISTRICT TO R-3A (MULTIFAMILY RESIDENTIAL APARTMENT) DISTRICT: 1.47 ACRES BEING 0.73 ACRES OUT OF LOT 1, M & T PLAZA SUBDIVISION AND 0.74 ACRES OUT OF LOT 96, LA LOMITA IRRIGATION AND CONSTRUCTION COMPANY'S SUBDIVISION, HI DALGO COUNTY, TEXAS; 2317 Z INNIA AVENUE. STAFF WILL RECOMMEND SAID ITEM BE TABLED

Staff recommended that said item be tabled at the applicant's request.

Commissioner Barrera moved to table said item. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

C) ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF MCALLEN AS ENACTED ON MAY 29, 1979.

Commissioner Darling moved to adopt the ordinance for the approved tracts. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

- 2. CONSENT AGENDA: [ALL MATTERS LISTED UNDER CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE GOVERNING BODY AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS; HOWEVER, IF DISCUSSION IS DESIRED, THAT ITEM(S) WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY.]**

Commissioner Darling moved to approve the items listed on the Consent Agenda with exception of items D, I, and K and that said items be addressed separately. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

A) APPROVAL OF MINUTES FOR WORKSHOP HELD AUGUST 25TH AND REGULAR MEETING HELD DECEMBER 10, 2012.

Approved the minutes of Workshop held August 25th and Regular Meeting held December 10, 2012, as submitted.

B) TAX REFUNDS OVER \$500:

1. CSI LEASING, INC.

Approved a tax refund in the amount of \$6,658.03.

2. DAVID HIGGINS AND MARIA R. GAYTAN

Approved a tax refund in the amount of \$663.83.

C) CONSIDERATION AND APPROVAL OF DONATION OF FIELD LIGHTS FROM WESTSIDE PARK TO THE HIDALGO COUNTY SHERIFF'S POSSE FOR THE SHERIFF'S POSSE RODEO ARENA.

Approved the donation of surplus lights being removed from Westside Park to the Hidalgo Sheriff's Posse.

D) AWARD OF CONTRACT FOR CATASTROPHIC EVENT DEBRIS REMOVAL.

Staff recommended award of contract for Catastrophic Event Debris Removal to multiple vendors in a successive manner as follows:

Primary to OMNI Pinnacle, LLC
Secondary to Ceres Environmental Services, Inc.
Tertiary Crowder Gulf

Staff also requested authorization with City Manager approval, to exercise the option to extend the contract for two (2) additional years, in one (1) year increments, subject to performance of the successful contractor(s) being satisfactory and unit prices remaining unchanged.

Questions were asked.

After due consideration, Commissioner Barrera moved to award the contracts as recommended. Mayor Pro Tem Salinas seconded the motion. The motion carried unanimously.

E) AWARD OF CONTRACT FOR THE PURCHASE AND DELIVERY OF CONCRETE FOR PUBLIC WORKS DEPARTMENT.

Awarded a contract to Magic Valley Concrete for the Purchase & Delivery of Concrete at a unit price of \$70 per cubic yard for Class "A"; \$72 per cubic yard for Class "C"; and \$74 per cubic yard for Class "F" type concrete, all with a 24-hour delivery clause for a one year term. Additionally, authorized staff to exercise the option to extend the contract for two (2) additional years, in one (1) year increments, with City Manager approval and subject to performance of the successful contractor(s) being satisfactory and unit prices remaining unchanged.

F) AWARD OF CONTRACT FOR THE PURCHASE OF FIFTY-FIVE (55) P25 CAPABLE RADIOS THROUGH HGAC FOR VARIOUS CITY DEPARTMENTS.

Awarded a contract for the purchase of 55 P25 Capable Radios for various City Departments, to Motorola Solutions, Inc. through H-GAC Contract, for a total of \$102,916.05.

G) AWARD OF CONTRACT FOR THE PURCHASE OF THIRTY (30) COMPUTERS THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) CONTRACT FOR THE POLICE DEPARTMENT.

Awarded a contract for the purchase of 30 Computers, to DELL Marketing LP through the Texas Department of Information Resources Contract, in the amount of \$29,635.20.

H) AWARD OF CONTRACT FOR UNIFORM RENTAL/CLEANING SERVICES.

Awarded a contract for Uniform Rental/Cleaning Services to Unifirst Holdings, Inc., for an initial three year period. Additionally authorized staff to exercise the option to extend the contract for two (2) additional years in one (1) year increments, with City Manager approval subject to performance of the successful contractor(s) being satisfactory at the unit prices proposed.

I) ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPER'S CONTRACT BETWEEN 495 COMMERCE PARTNERS, LTD. , AND FUTURE DEVELOPER'S FOR PARTICIPATION COST FOR JAS MINE AVENUE PAVING, DRAINAGE AND SIDE WALK IMPROVEMENTS AT 495 COMMERCE CENTER PHASE XIV SUBDIVISION.

Staff recommended adoption of an ordinance authorizing the issuance of a Reimbursement Certificate to 495 Commerce Partners, LTD requiring reimbursement from future intervening developers for the costs Paving, Drainage and Sidewalk Improvements on Jasmine Avenue at 495 Commerce Center, Phase XIV Subdivision.

Commissioner Barrera moved to adopt the ordinance as recommended. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

J) CONSIDERATION AND POSSIBLE ACTION ON ORDINANCE AUTHORIZING THE REPLACEMENT OF COMPASS BANK, AS THE SUCCESSOR TO TEXAS STATE BANK, AS THE PAYING AGENT/REGISTRAR FOR CERTAIN OUTSTANDING BOND ISSUES AND THE APPOINTMENT OF SUCCESSOR PAYING AGENT/REGISTRAR FOR SUCH ISSUES.

Adopted an ordinance authorizing the replacement of Compass Bank, as the successor to Texas State Bank, as Paying Agent/Registrar for certain outstanding bond issues and the appointment of successor paying agent/registrar for such issues as follows:

- Wells Fargo Bank, N.A. for the WWSS Bonds (City of McAllen, Texas Waterworks and Sewer System Improvement Revenue and Refunding Bonds, Series 2005 and Series

2006)

- Regions Bank for the Toll Bridge Bonds (City of McAllen, Texas International Toll Bridge System Revenue Bonds, Series 2007A and 2007B Series)

K) ORDINANCE PROVIDING FOR AMENDMENTS TO ORDINANCE 2012-29 TO DELETE THE MCALLEN YOUTH SOCCER ASSOCIATION PROJECT AND REPROGRAM SAID FUNDS INTO A NEW LINE ITEM (UNPROGRAMMED FUNDS) FOR REDISTRIBUTION.

Staff recommended the adoption of an ordinance providing for amendments to Ordinance 2012-29 to delete the McAllen Youth Soccer Association Project and reprogram funds into a new line item (unprogrammed funds) for redistribution.

Commissioner Barrera moved to adopt the ordinance as recommended. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

L) RESOLUTION RELATING TO ENDORSING CERTAIN TEXAS LEGISLATIVE ACTION REGARDING MEMBERS OF THE TEXAS COALITION FOR AFFORDABLE POWER (TCAP).

Approved a resolution endorsing certain Texas Legislative Action regarding members of the Texas Coalition for Affordable Power (TCAP).

M) RESOLUTION TO THE STATE LEGISLATURE TO SUPPORT THE TEXAS RECREATION AND PARK ACCOUNT THROUGH TEXAS PARKS AND WILDLIFE.

Approved a resolution to the State Legislature to support the Texas Recreation and Park Account through Texas Parks and Wildlife.

N) RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE ACCEPTANCE OF ANY GRANT FUNDS FROM THE TEXAS DEPARTMENT OF PUBLIC SAFETY, TEXAS RANGER DIVISION UNDER THE FISCAL YEAR 2013 LOCAL BORDER SECURITY PROGRAM.

Approved a resolution authorizing the submission of a grant application and the acceptance of any grant funds from the Texas Department of Public Safety, Texas Range Division under the Fiscal Year 2013 Local Border Security Program.

O) RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF PUBLIC SAFETY, TEXAS DIVISION OF EMERGENCY MANAGEMENT FOR FUNDING UNDER THE FISCAL YEAR 2013 MANAGEMENT PERFORMANCE GRANT PROGRAM.

Approved a resolution authorizing the submittal of a grant application to the Texas Department of Public Safety, Texas Division of Emergency Management for funding under the Fiscal Year 2013 Management Performance Grant.

P) RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FROM THE TEXAS DEPARTMENT OF TRANSPORTATION THROUGH ITS SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FISCAL YEAR 2014 COMPREHENSIVE PROJECT.

Approved a resolution authorizing the submission of a grant application from the Texas Department of Transportation through its Selective Traffic Enforcement Program (STEP) Fiscal Year 2014 Comprehensive Project.

Q) RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY FOR FUNDING UNDER THE FISCAL YEAR 2012 ASSISTANCE TO FIREFIGHTERS FIRE PREVENTION AND SAFETY GRANT PROGRAM.

Approved a resolution authorizing the submission of a grant application to the United States Department of Homeland Security, Federal Emergency Management Agency, for funding under the Fiscal Year 2012 Assistance to Firefighters Fire Prevention and Safety Grant Program.

R) RESOLUTION AUTHORIZING THE SUBMISSION OF FOUR (4) GRANT APPLICATIONS TO THE TEXAS BOOK FESTIVAL GRANTS FOR FUNDING UNDER THE FISCAL YEAR 2013 COLLECTION ENHANCEMENTS AND LITERACY INITIATIVE GRANTS PROGRAMS.

Approved a resolution authorizing the submission of four (4) grant applications to the Texas Book Festival Grants for funding under the Fiscal Year 2013 Collection Enhancements and Literacy Initiative Grants Program.

S) AWARD OF CONTRACT FOR THE PURCHASE OF FIVE (5) CISCO SWITCHES THROUGH TEXAS CISCO DEPARTMENT OF INFORMATION RESOURCES (DIR) CONTRACT.

Awarded a contract for the purchase of Five (5) Cisco Switches to CDW-Government through Texas Cisco Department of Information Resources (DIR) Contract in the amount of \$36,569.14.

3. BIDS/CONTRACTS:

A) CONSIDERATION AND POSSIBLE ACTION ON COLLECTIVE BARGAINING

AGREEMENT WITH MCALLEN FIREFIGHTER'S ASSOCIATION.

Staff recommended tabling said item for discussion in Executive Session under Section 551.071 Consultation with City Attorney. Commissioner Darling moved to table said item for Executive Session. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

After Executive Session, Mayor Pro Tem Ramirez moved to remove said item from the table. Commissioner Crane seconded the motion. The motion carried unanimously.

Staff recommended approval of the Collective Bargaining Agreement with McAllen Firefighters' Association.

Mayor Pro Tem Ramirez moved to approve the agreement as recommended. Commissioner Crane seconded the motion. The motion carried unanimously.

B) AWARD OF CONTRACT FOR IRRIGATION SYSTEM CONTROLLERS AND MATERIALS FOR VARIOUS CITY LANDSCAPING PROJECTS.

Staff recommended award of a supply contract for Irrigation System Controllers and Materials to InterSpec, LLC. Additionally, authorized staff to exercise the option to extend the contract for two (2) additional years, in one (1) year increments, with City Manager approval and subject to performance of the successful contractor(s) being satisfactory and unit prices remaining unchanged.

Commissioner Darling moved to award the contract as recommended. Commissioner Crane seconded the motion. The motion carried unanimously.

C) AWARD OF CONTRACT FOR THE PURCHASE OF ONE (1) NEW CURRENT MODEL DIESEL CAB CHASSIS WITH NEW 4,000 GALLON WATER TANK FOR THE STREET AND DRAINAGE DEPARTMENT OF PUBLIC WORKS.

Staff recommended award of contract for the purchase of one (1) 2014 Freightliner 114 SD with a Niece WT4000 Water Tank to Freightliner, in the amount of \$166,260.

Questions were asked.

After due consideration, Commissioner Crane moved to table said item. Mayor Pro Tem Salinas seconded the motion. The motion carried unanimously.

D) AWARD OF CONTRACT FOR THE PURCHASE AND DELIVERY OF TYPE "D" HOT MIX ASPHALTIC CONCRETE (HMAC) FY 2012-2013.

Staff recommended award of contract for the Purchase and Delivery of Type "D" Hot Mix Asphaltic Concrete to Upper Valley Materials, in the amount of \$1,212,221.70.

Commissioner Darling moved to award the contract as recommended. Commissioner Ingram seconded the motion. The motion carried unanimously.

E) AWARD OF CONTRACT FOR 2012-2013 SINGLE MACHINE REPAVING PROJECT.

Staff recommended award of contract for 2012-2013 Single Machine Repaving Project to Cutler Repaving, Inc., in the amount of \$1,386,100.40.

Commissioner Barrera moved to award the contract as recommended. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

F) CHANGE ORDER NO. 4 FOR BENTSEN ROAD PAVING IMPROVEMENTS FROM PECAN BLVD. (FM 495) TO 3 MILE LINE ROAD.

Staff recommended approval of Change Order No. 4 in the amount of \$30,903.55 for Bentsen Road Paving Improvement Project from Pecan Boulevard to 3 Mile Line Road.

Commissioner Barrera moved to approve the change order as recommended. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

4. ORDINANCES:

A) BUDGET AMENDMENT FOR THE PURPOSE OF FUNDING THE PURCHASE OF A WATER TRUCK FOR THE STREETS AND DRAINAGE DEPARTMENT.

Commissioner Barrera moved to table said item. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

B) PROVIDING FOR AMENDMENTS TO ORDINANCE 2010-33 AND ORDINANCE 2011-30 INCREASING THE SCOPE OF WORK FOR THE BOYS AND GIRLS CLUB - BRAND CENTER PROJECT.

Staff recommended adoption of an ordinance providing for amendments to Ordinance 2010-33 and Ordinance 2011-30 increasing the Scope of Work for the Boys and Girls Club - Brand Center Project.

Mayor Pro Tem Salinas moved to adopt the ordinance as recommended. Commissioner Ingram seconded the motion. The motion carried unanimously.

5. VARIANCES:

Items A & B were addressed concurrently.

- A) CONSIDERATION OF VARIANCE REQUEST TO ALLOW LOT 3 TO DEVELOP WITHOUT FRONTAGE ON A STREET; BENTSEN INDUSTRIAL SUBDIVISION.**
- B) REQUEST TO ALLOW A FREESTANDING SIGN TO EXCEED THE 300 SQUARE FOOT MAXIMUM AND ALLOW OFF-PREMISE ADVERTISING AT LOT 1, GINTHER ESTATES SUBDIVISION; 5025 EXPRESSWAY 83.**

Staff recommended approval of a variance request to allow Lot 3 to develop without frontage on a street as per Planning and Zoning Commission for Item A. Subsequently, staff recommended disapproval of variance to allow a freestanding sign to exceed the maximum height requirement and off-premise sign at 5025 Expressway 83.

Questions were asked.

After due consideration, Commissioner Barrera moved to approve the variances for both items subject to no progressive messaging. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

- C) REQUEST TO ALLOW TWO (2) FREESTANDING SIGNS TO EXCEED THE 300 SQUARE FEET MAXIMUM AND ALLOW OFF-PREMISE ADVERTISING, AT LOTS 2 AND 4, SHARY GATEWAY SUBDIVISION; 4901 AND 4801 EXPRESSWAY 83.**

Staff recommended disapproval of the variance request at 4901 and 4801 Expressway 83.

Commissioner Barrera moved to approve the variance request as recommended subject to no progressive messaging. Commissioner Ingram seconded the motion. The motion carried unanimously.

6. MANAGER'S REPORT:

- A) CONSIDER THE NOMINATION OF AN INDUCTEE TO THE RIO GRANDE VALLEY WALK OF FAME AS PART OF THE 2013 BORDERFEST IN HIDALGO.**

Staff recommended the nomination of an inductee to the Rio Grande Valley Walk of Fame as part of the 2013 Borderfest in Hidalgo.

Commissioner Barrera moved to nominate Veronica Gonzalez. Mayor Pro Tem Salinas seconded the motion. The motion carried unanimously.

- B) ADVISORY BOARD APPOINTMENTS.**

Staff recommended that appointments be made to the various boards as follows:

CIVIL SERVICE COMMISSION

Terry Van Burkleo was nominated for reappointment.

Commissioner Barrera moved to appoint the nominee to this board. Mayor Pro Tem Salinas seconded the motion. The motion carried unanimously.

BUILDING BOARD OF ADJUSTMENTS & APPEALS

Mayor Pro Tem Ramirez nominated Martin Canales as a new appointment.

COMMUNITY DEVELOPMENT COUNCIL

Mayor Cortez nominated Yolanda Trad for reappointment.

DEVELOPMENT CORPORATION

Mayor Cortez nominated Moises Mendez for reappointment. Mayor Pro Tem Salinas nominated Abel Leal for reappointment.

MCALLEN HOUSING FINANCE CORPORATION

Mayor Cortez nominated Carmen Pacheco for reappointment.

LIBRARY BOARD

Commissioner Darling nominated Rebecca Martinez as a new member and nominated Karen Kinerk for reappointment.

PARKS AND RECREATION

Commissioner Darling nominated Alfredo Alvarado as a new appointment.

QUINTA MAZATLAN

Mayor Cortez nominated John K. Graham for reappointment. Commissioner Ingram nominated Jack Radde for reappointment. Commissioner Darling nominated Bob McCreery for reappointment.

SENIOR CITIZEN'S CENTER ADVISORY BOARD

Commissioner Darling nominated Santos Saldana as a new appointment. Commissioner Crane nominated Karen Kinerk for reappointment.

MCALLEN INDUSTRIAL FOUNDATION

Commissioner Darling nominated Carlos I. Garza for reappointment to another term.

Mayor Pro Tem Ramirez moved to appoint the nominees to the various boards. Commissioner Barrera seconded the motion. The motion carried unanimously.

C) PRESENTATION BY MOTORCROSS GROUP RELATING TO CITY PROPERTY ON MONTE CRISTO.

Staff recommended authorization to submit a grant application for \$300,000 to the Texas Parks and Wildlife with an in-kind match of \$60,000 for the construction of a Motorcross Track.

Mr. Steve Wise addressed the City Commission in favor of the proposed project.

Commissioner Barrera moved to approve staff's recommendation. Commissioner Crane seconded the motion. The motion carried unanimously.

D) FUTURE AGENDA ITEMS.

Staff briefly reviewed the items to be discussed in upcoming workshops: Interviews for Structural Design Services; Election Issues; Botanical Gardens; Ambulance Ordinance; Long Range Planning; Unified Development Code; and Quinta Mazatlan Master Plan.

7. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.087 (ECONOMIC DEVELOPMENT), SECTION 551.072 (DELIBERATION REGARDING REAL PROPERTY) AND SECTION 551.074, (PERSONNEL MATTERS).

On behalf of the Presiding Officer, the City Attorney recommended recessing into Executive Session pursuant to Chapter 551, Texas Government Code, Section 551.071 Consultation with Attorney for Items 7A and 7B; Section 551.087 Economic Development for Items, 7C, 7D, 7E and 7H; Section 551.072 Deliberation regarding Real Property for Item 7F; and Section 551.074 Personnel Matters for Item 7G.

Mayor Cortez announced that he had a conflict on Item F and would abstain from discussion and voting and subsequently, filed a conflict form with the City Secretary.

Commissioner Barrera moved to accept the recommendation for the basis of the discussion in Executive Session under the section cited by the City Attorney. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

Mayor Cortez recessed the meeting at 7:44 pm to go into Executive Session. Mayor Cortez excused himself from the meeting. Mayor Pro Tem Ramirez reconvened the meeting at 8:39 pm and announced the action on Item 3A and Executive Session items.

- A) CONSULTATION WITH CITY AT TORNEY REGARDING LEGAL ISSUES RELATED TO FIRE DEPARTMENT COLLECTIVE BARGAINING. (SECTION 551.071, T.G.C.)**

No action.

- B) CONSULTATION WITH CITY ATTORNEY REGARDING HIDALGO COUNTY WATER IMPROVEMENT DISTRICT 3. (SECTION 551.071, T.G.C.)**

No action.

- C) DISCUSSION AND POSSIBLE ACTION TO CONSIDER EXTENSION REQUEST FOR HOLIDAY INN. (SECTION 551.087, T.G.C.)**

Mayor Pro Tem Salinas moved to authorize the City Attorney's Office to enter into an Extension Agreement with the developer for the Holiday Inn as per the conditions as discussed in Executive Session. Commissioner Ingram seconded the motion. The motion carried unanimously by those present.

- D) DISCUSSION AND POSSIBLE ACTION TO CONSIDER PROJECT EXTENSION FOR MCALLEN SKYLINE, LTD., FOR EMBASSY SUITES HOTEL SITE. (SECTION 551.087, T.G.C.)**

Commissioner Crane moved to instruct the City Manager and City Attorney to respectfully decline the amended agreement put forth by McAllen Skyline for change in terms and extension of the agreement. Commissioner Barrera seconded the motion. The motion carried unanimously by those present.

- E) DISCUSSION AND POSSIBLE ACTION REGARDING ECONOMIC INCENTIVES FOR PROJECT NEXT LEVEL. (SECTION 551.087, T.G.C.)**

No action.

- F) DISCUSSION AND POSSIBLE ACTION REGARDING PURCHASE OF PROPERTY FOR 2ND AND PECAN LOCATED ON BLOCK "B", THE**

LUTHERAN SUBDIVISION. (SECTION 551.072, T.G.C.)

Commissioner Ingram moved to authorize the City Attorney to make an offer for the property within the terms delineated in Executive Session. Commissioner Barrera seconded the motion. The vote on the motion was as follows:

AYES: Commissioners Ingram, Barrera, Crane, Darling, and Mayors Pro Tem Salinas and Ramirez
NAYS: None
ABSENT: Mayor Cortez
ABSTAINED: None

G) DISCUSSION AND POSSIBLE ACTION - EVALUATION OF CITY MANAGER, CITY ATTORNEY AND MUNICIPAL COURT JUDGES. (SECTION 551.074, T.G.C.)

No action.

H) DISCUSSION AND POSSIBLE ACTION REGARDING ECONOMIC INCENTIVES FOR PROJECT WELBY. (SECTION 551.087, T.G.C.)

No action.

ADJOURNMENT

There being no other business to come before the Commission, the meeting was adjourned at 8:41 p.m.

Richard Cortez, Mayor

Attest:

Perla Zamora, TRMC/CPM
Deputy City Secretary

**CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM**

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 2B
DATE SUBMITTED 01/21/2013
MEETING DATE 01/28/2013

1. **Agenda Item:** Abandonment Request

2. **Party Making Request:** Mr. R.T. Sparks, Jr.

3. **Nature of Request: (Brief Overview) Attachments:** X Yes No
 Request to abandon a 20 ft. alley on the south side of Lots 1-4, Block 7, and Block 2, Kehm's Addition; 601 Business Highway 83.

4. **Policy Implication:** Subdivision Ordinance

5. **Budgeted:** Yes No X N/A

Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

If over budget how will it be paid for: _____

6. **Alternate option/costs:** _____

7. **Routing:**

	NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)	<u> Julianne R. Rankin, </u> <u> Planning Director </u>	<u> JRR </u>	<u> 1/22/13 </u>	<u> Yes </u>
b)	_____	_____	_____	_____

8. **Staff's Recommendation:** Staff recommends approval of abandoning the 20 ft. alley as requested.

9. **Advisory Board:** X **Approved** **Disapproved** **None**
 The Planning & Zoning Commission considered the abandonment request at their meeting of January 16, 2013 and unanimously voted to recommend approval of the request to abandon the 20 ft. alley on the south side of Lots 1-4, Block 7, and Block 2, Kehm's Addition. There were five members present and voting.

10. **City Attorney:** KP **Approved** **Disapproved** **None**

11. **Manager's Recommendation:** MRP **Approved** **Disapproved** **None**

Memo

TO: Mike R. Perez, City Manager

FROM: Leonel Garza, III, Planning & Zoning Commission Chairman L.G.

DATE: January 21, 2013

SUBJECT: REQUEST TO ABANDON A 20 FT. ALLEY ON THE SOUTH SIDE OF LOTS 1-4, BLOCK 7, AND BLOCK 2, KEHM'S ADDITION; 601 BUSINESS HIGHWAY 83.

GOAL:

An abandonment request is to allow the compatible and orderly development or redevelopment of property in a way that: 1) assure the area in question is no longer needed, 2) provides for new easements or right-of-way that reflect current developments, 3) provides for the relocation of improvements when applicable, and 4) done only with clearance from all city departments and utility companies and board approvals.

BRIEF DESCRIPTION:

This is a request of Mr. R.T. Sparks, Jr. to abandon the 20 ft. alley right-of-way (ROW) at the rear of Lots 1 & 2, Block 7, and Block 2. In conjunction with Mr. Sparks, the City of McAllen is requesting that the alley on the south side of Lots 3 & 4, Block 7, and Block 2, Kehm's Addition also be abandoned. The alley ROW was dedicated as part of Kehm's Addition, which was recorded on January 6, 1927. The alley was never improved. The property is located at the southwest corner of S. 6th Street and Business Highway 83 and is currently zoned C-3 (general business) District. The adjacent zoning is C-3 in all directions. Surrounding land uses include commercial businesses.

Mr. Sparks has indicated that the basis for the request is the fact that in 1963 he obtained a building permit from the city to construct a building into the 20 ft. alley ROW. The City of McAllen, in conjunction with the applicant is requesting that the alley adjacent to lots 3 & 4 also be abandoned since a building exists over the area requested for abandonment and would eliminate a dead-end alley.

The Right-of-Way Department has notified the appropriate city departments and utility companies regarding the request. There were no objections to the request as no lines exist in the area to be abandoned.

OPTIONS:

1. Approve the abandonment as requested.
2. Table the item for additional information.
3. Disapprove the abandonment request.

RECOMMENDATION:

The Planning & Zoning Commission considered this request at their meeting of January 16, 2013. There was a brief discussion regarding the dedication of the existing alleys in the area. Following discussion of the item, the Board voted unanimously to recommend to the City Commission approval of the request to abandon the 20 ft. alley on the south side of Lots 1-4, Block 7, and Block 2, Kehm's Addition. There were five members present and voting.

Memorandum

TO: Planning Dept.
Attn: Luis J. Mora, Senior Planner

FROM: Jeanie Backor, Right-Of-Way Dept.

SUBJECT: **20' Alley on the South side of Lots 1-4, Block 7, and Block 2, Kehm's Addition to McAllen, Hidalgo County, Texas**

DATE: December 6, 2012

We are attaching responses together with the Ordinance in connection with the above request.

We are recommending approval of the abandonment.

If you need additional information, please contact me at Ext. 1188.

City of McAllen Planning Department

1300 Houston Avenue • (956) 681-1250 • (956) 681-1279 (fax)
RIGHT-OF-WAY ABANDONMENT APPLICATION

Project Information

Legal Description LOTS 1 and 2 BLOCK 7 OF THE KEHM ADDITION TO THE CITY MCALLEN.

Subdivision Name KEHM ADDITION TO THE CITY OF MCALLEN

Street Address 601 W BUS 83 MCALLEN TX 78505

Reason for Abandonment Request In 1963 I requested and was granted a building permit for my shop to extend into the 20 foot alley at the rear of my property. The permit specifies that a minimum of five feet be reserved for possible utilities. The shop was built and has been in constant use since to no adverse problems.

Minimum Submittal

- Application, properly completed
- \$125.00 Administrative Fee, payable at time of application, non-refundable
- \$100.00 Market value of land to be abandoned, unless increased by action of the City Commission, based on the appraised land value
- \$ 135.00 Time Warner Cable Review Processing Fee (check made payable to Time Warner Cable)
- Metes and bounds description of area to be abandoned
- A survey and/or map of the area affected by abandonment request

Owner

Name R T SPARKS JR. Telephone 956-686-3565
 Address Box 1148
 City McALLEN State TX Zip 78505

Applicant

Name R.T. SPARKS JR Telephone (956) 648-6689
 Address Box 1148
 City McALLEN State TEXAS Zip 78505

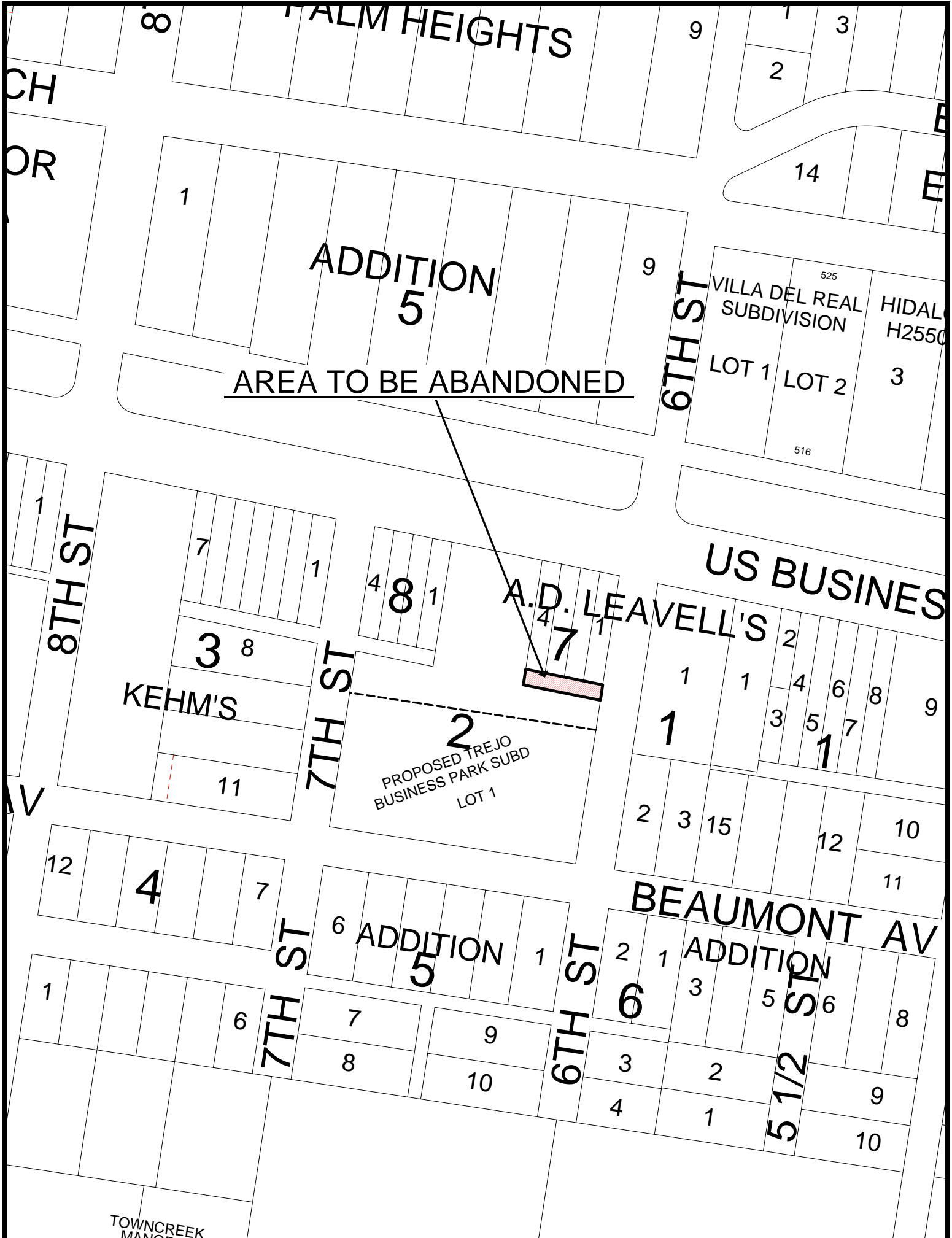
If request involves more than one property owner, attach a separate list of owners including address, phone number and property owned.

If signature is other than owner, must attach written evidence of such authorization.
If request involves more than one property owner, attached written authorization is required from each property owner.

Signature Date 11-7-12

- Owner
- Authorized Agent

RECEIVED
 REVISED 10/11
 DEC 19 2012



PALM HEIGHTS

ADDITION 5

AREA TO BE ABANDONED

VILLA DEL REAL SUBDIVISION
LOT 1 LOT 2 3
516

US BUSINESS

A.D. LEAVELL'S

KEHM'S

PROPOSED TREJO BUSINESS PARK SUBD LOT 1

BEAUMONT AV

ADDITION 6

ADDITION 6

TOWNCREEK MANOR

CH

OR

E

HIDALGO H2550

8TH ST

7TH ST

6TH ST

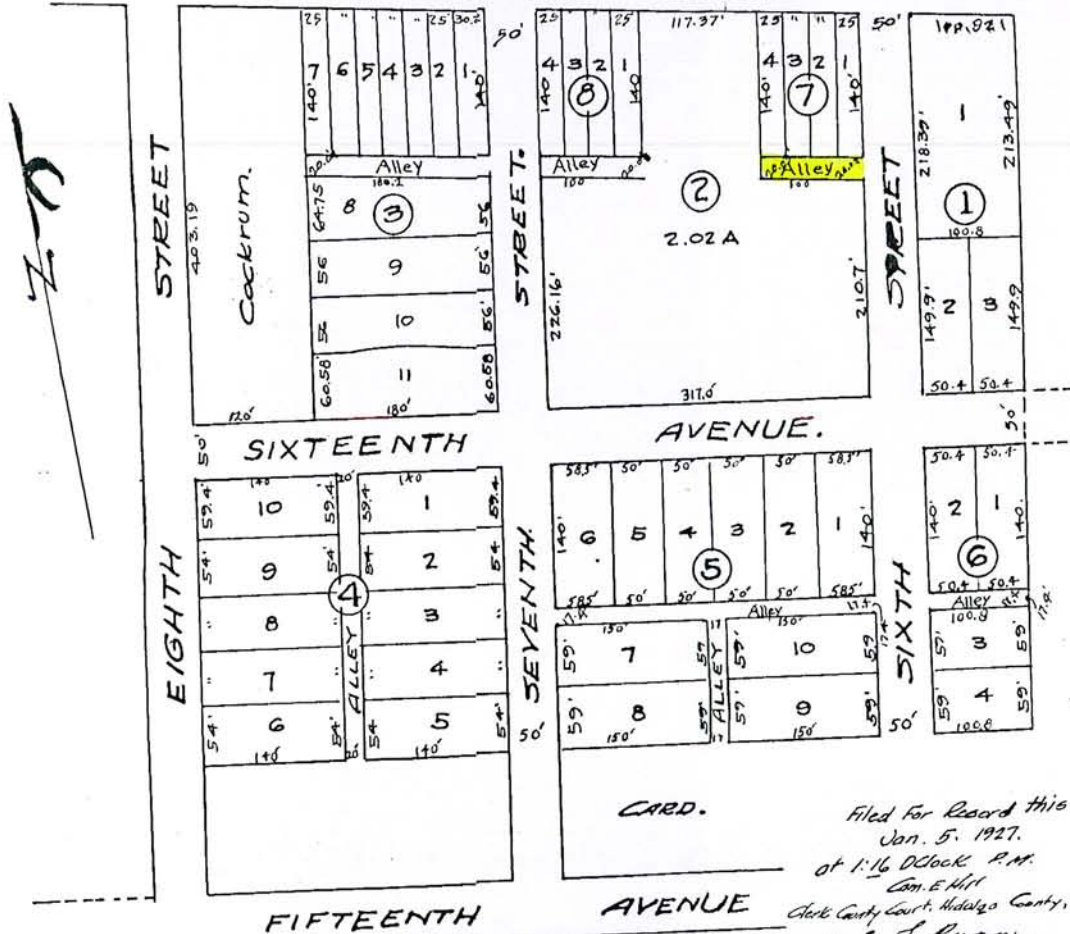
AV

7TH ST

6TH ST

5 1/2 ST

STATE HIGHWAY NO. 12.



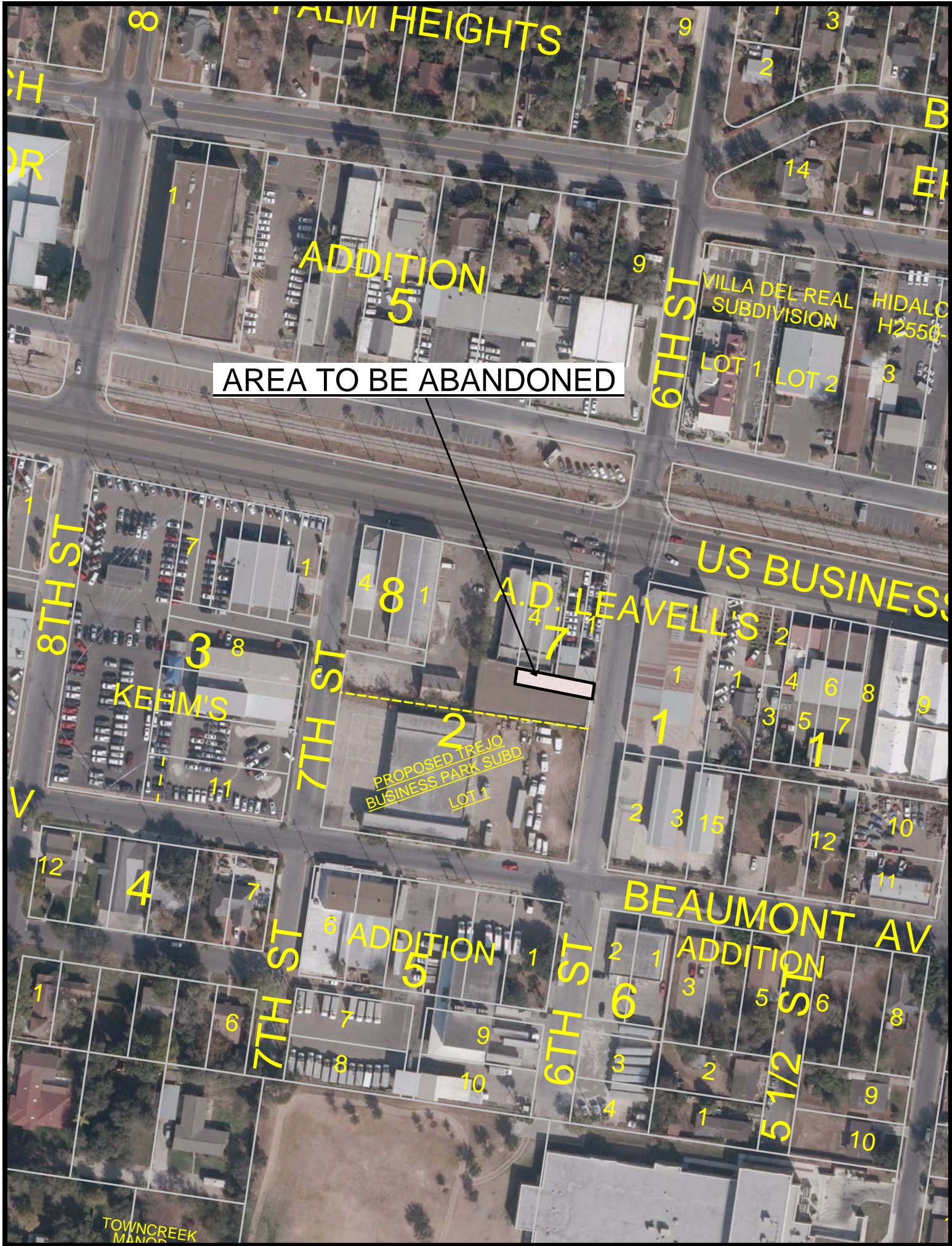
Filed For Record this Day
 Jan. 5, 1927.
 at 1:16 O'clock P.M.
 C. E. Hill
 Clerk County Court, Hidalgo County, Texas
 by C. S. Rupp,
 Deputy.
 Recorded Jan 6, 1927
 at 9:00 O'clock A.M.

MAP
 OF
KEHMS ADDITION TO McALLEN
 BEING OFF THE N. END OF LOT 3 AND THE N.W. CORNER
 LOT 2, S.E. 1/4 SECTION 8, HIDALGO CANAL COMPANYS
 SUBDIVISION OF PORCIONES 64, 65 & 66
 HIDALGO COUNTY, TEXAS
 Scale 1"=100ft January 1927.

I, E. M. Card a Surveyor do hereby Certify that the foregoing Map of
 Kehms Addition to McAllen, being off the N. End of Lot 3 and the N.W.
 Corner Lot 2, S.E. 1/4 Section 8, Hidalgo Canal Companys Subdivision of
 Porciones 64, 65, & 66, Hidalgo County, Texas is a true and correct Plat of
 said lands as surveyed and subdivided by me this 4 day of January 1927.
 E. M. Card
 SURVEYOR.

Subscribed and Shown before me this 4 day of January, 1927
 V. A. Ramo
 Notary Public in and for Hidalgo County Texas





AREA TO BE ABANDONED

ADDITION 5

6TH ST

VILLA DEL REAL SUBDIVISION

HIDALGO H2550-

LOT 1 LOT 2 3

US BUSINESS

A.D. LEAVELL'S

8TH ST

KEHM'S

7TH ST

PROPOSED TREJO BUSINESS PARK SUBD LOT 1

BEAUMONT AV

ADDITION 5

ADDITION

6TH ST

5 1/2 ST

TOWNCREEK MANOR

ORDINANCE NO. 2012-_____

AN ORDINANCE ABANDONING A 20 FT. ALLEY ON THE SOUTH SIDE OF LOTS 1-4, BLOCK 7 AND BLOCK 2, KEHM'S ADDITION TO MCALLEN, HIDALGO COUNTY, TEXAS AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 6, MAP RECORDS, HIDALGO COUNTY, TEXAS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF McALLEN, TEXAS, THAT:

SECTION I: That the 20 ft. alley on the South side of Lots 1-4, Block 7 and Block 2, Kehm's Addition to McAllen, Hidalgo County, Texas is hereby declared to be abandoned by the City of McAllen as being of no use to the public; the alley is shown on EXHIBIT "A" attached hereto and incorporated herein.

SECTION II: That the above described portion of the alley is no longer used by or useful to the public and the vacating of such portion of the alley will relieve the City from maintenance and expenses relating thereto.

SECTION III: Upon the effective date, the City Manager is hereby authorized to record this ordinance in the Official Records of Hidalgo County, Texas, upon the payment of \$100, which said sum represents the market value of the property herein abandoned and vacated. This action shall be to the benefit of the adjoining property owner(s) of said alley as their interests are reflected according to law.

SECTION IV: The abandonment of the City of McAllen's and the public's interest in the property described herein has been accomplished in accordance with Chapter 272 of the Local Government Code and all other laws, statutes, ordinances or constitutional provisions applicable to such abandonments.

SECTION V: This Ordinance shall become effective upon signature.

SECTION VI: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

SECTION VII: This ordinance shall not be published in the Code of Ordinances of the City of McAllen, Texas, as it is not amendatory thereof.

SECTION VIII: This ordinance shall be and remain in full force and effect from and after its passage by the Board of Commissioners and execution by the City.

CONSIDERED, PASSED and APPROVED this ____ day of _____, 2012, at a regular meeting of the Board of Commissioners of the City of McAllen, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code and Chapter 102 of the Texas Local Government Code.

SIGNED this _____ day of _____, 2012.

CITY OF McALLEN

By: _____
Mike R. Perez, City Manager

ATTEST:

By: _____
Annette Villarreal, City Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of the City of McAllen, Texas, a municipal corporation of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act of said corporation for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal this _____ day of _____, 2012.

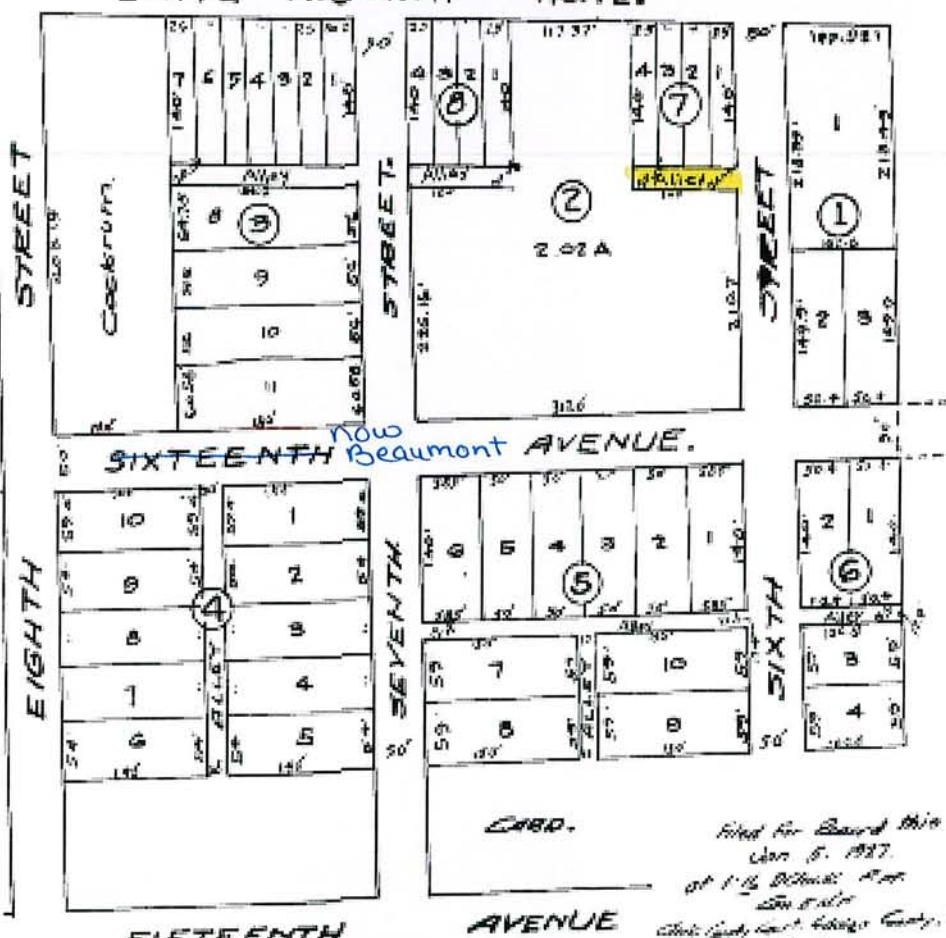
Notary Public - State of Texas

Approved as to form:

Gary Henrichson, Assistant City Attorney



STATE HIGHWAY NO. 12.



Filed for Board this day
Jan 6, 1927.
at 1:15 o'clock P.M.
in Court
Chas. G. Ruppert, Clerk, County, Texas
by E. M. Allen
County Clerk

Recorded Jan 6 1927
at 9:00 o'clock A.M.

MAP

— 25 OF 25 —

KEHM'S ADDITION TO McALLEN
 BEING OFF THE N. END OF LOT 3 AND THE NW. CORNER
 LOT 2, SE. $\frac{1}{4}$ SECTION 8, HIDALGO CANAL COMPANY'S
 SUBDIVISION OF PORCIONES 64, 65 & 66
 HIDALGO COUNTY, TEXAS
 Scale 1"=100ft January 1927.

I, E. M. Allen, Surveyor do hereby certify that the foregoing Map of
 Kehm's Addition to McAllen, being off the N. end of lot 3 and the N.W.
 corner lot 2, SE. $\frac{1}{4}$ Section 8, Hidalgo Canal Company's Subdivision of
 Porciones 64, 65 & 66, Hidalgo County, Texas is a true and correct Plat of
 said lands as here provided and executed by me this 4th day of January 1927.

Subscribed and sworn to before me this 4th day of January 1927
 at St. Augustine
 Henry H. H. in and for Hidalgo County Texas

2541



**CITY OF MCALLEN
GRANT ADMINISTRATION OFFICE
MEMORANDUM**

To: Mike R. Perez, City Manager
From: Carla M. Rodriguez, Director of Grant Administration
Date: January 22, 2013
Re: FY 2013 Sparks! Ignition Grant Application

Goal: Authorize the submission of a grant application to the Institute of Museum and Library Services, for funding under the FY 2013 Sparks! Ignition Grant Program.

Brief Explanation of Item: The Sparks! Ignition Grant Program allows public libraries to apply for funding to address challenges or needs of broad relevance through innovative initiatives. The McAllen Public Library will request funding for a holographic imaging assistant that will be used to assist library patrons with innovative, bilingual, consistent and customizable scripts of frequently-asked information, without Welcome Desk personnel. The holographic imaging assistant will increase the efficiency and best use of the McAllen Public Library's resources. The amount requested is \$25,000 with no local match required.

Options 1: Approving the submission of the Sparks! Ignition grant application will allow the Library to receive funding for a holographic imaging assistant that will increase the efficiency and best use of the McAllen Public Library's resources.

Option 2: Not approving the submission of the Sparks! Ignition grant application will result in the loss of an opportunity to receive funding for the increase in efficiency and best use of the McAllen Public Library's resources.

Recommendation: Staff recommends submission of the grant application.

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE INSTITUTE OF MUSEUM AND LIBRARY SERVICES FOR FUNDING UNDER THE FY 2013 SPARKS! IGNITION GRANT PROGRAM.

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF McALLEN

WHEREAS, the Institute of Museums and Library Services has made funding available under the Sparks! Ignition Grant Program; and

WHEREAS, the McAllen Public Library is eligible to apply for and receive a Sparks! Ignition Grant to fund a holographic imaging assistant that will be used to assist library patrons with innovative, bilingual, consistent and customizable scripts of frequently-asked information, without Welcome Desk personnel.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MCALLEN, TEXAS, THAT:

- 1) The Grant Administration Office is hereby directed to submit an application to the Institute of Museum and Library Services in order to receive a FY 2013 Sparks! Ignition Grant in the amount of \$25,000 for the holographic imaging assistant at the McAllen Public Library, with no local match required.
- 2) Upon the approval of this application, the Mayor is authorized to execute all legal documents necessary, and to perform any acts necessary to implement the project.
- 3) In the event of loss or misuse of funds, the governing body assures that all funds will be returned to the Universal Service Administrative Company in full.

CONSIDERED, PASSED, APPROVED AND SIGNED this 28th day of January 2013, at a regular meeting of the Board of Commissioners of the City of McAllen Texas, at which a quorum was present and which was held in accordance with Chapter 551, Texas Government Code.

Attest:

City of McAllen

Annette Villarreal, City Secretary

Richard F. Cortez, Mayor

Approved as to form:

Kevin D. Pagan, City Attorney

Examples of Holographic Imaging Assistants



**CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM**

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 2D </u>
UTILITY BOARD	_____	DATE SUBMITTED	<u> 1/22/13 </u>
PLANNING & ZONING BOARD	_____	MEETING DATE	<u> 1/28/13 </u>

1. Agenda Item: **RESOLUTION** authorizing the submission of a grant application to the Federal Communications Commission, through the Universal Service Administrative Company E-Rate Grant Program, for funding under the 2013-2014 funding cycle.

2. Party Making Request: Carla M. Rodriguez, Director of Grant Administration

3. Nature of Request: (Brief Overview) Attachments: X Yes No

The E-Rate Grant Program allows schools and public libraries to apply for discounts for telecommunication services and technologies, with awards depending on the demographic characteristics of a community. The E-rate application for funding cycle July 2013 through June 2014 will include cabling and infrastructure upgrades for Lark Branch and Palm View Branch Libraries. Estimates of eligible costs are \$100,000 per branch, a total eligible cost of \$200,000.

4. Policy Implication: None

5. Budgeted: Yes No X N/A

6. Alternate Option/Costs: _____

7. Routing:	INITIAL	DATE	CONCURRENCE
Kate Horan, Library Director	<u> KH </u>	<u> 1/22/13 </u>	<u> YES </u>

8. Staff Recommendation: Motion to approve submission of the E-Rate grant application.

9. Advisory Board: Approved Disapproved None

10. City Attorney: KP Approved Disapproved None

11. City Manager : MRP Approved Disapproved None



CITY OF MCALLEN
GRANT ADMINISTRATION OFFICE
MEMORANDUM

To: Mike R. Perez, City Manager
From: Carla M. Rodriguez, Director of Grant Administration
Date: January 22, 2013
Re: E-Rate Grant Application Funding Cycle 2013-2014

Goal: Authorize the submission of a grant application to the Federal Communications Commission, through the Universal Service Administrative Company E-Rate Grant Program, for funding under the 2013-2014 funding cycle.

Brief Explanation of Item: The E-Rate Grant Program allows schools and public libraries to apply for discounts for telecommunication services and technologies, with awards depending on the demographic characteristics of a community. The E-rate application for funding cycle July 2013 through June 2014 will include cabling and infrastructure upgrades for Lark Branch and Palm View Branch Libraries. Estimates of eligible costs are \$100,000 per branch, a total eligible cost of \$200,000.

History: The Universal Service Administrative Company (USAC) administers the Universal Service Fund (USF) and is maintained through contributions made by telecommunications providers. USF provides communities across America with affordable telecommunications services and is one fund with four programs; the fourth being the Schools & Libraries Program commonly known as "E-rate". To ensure that libraries are prepared to effectively use the requested services, the Federal Communications Commission has stipulated that requests for awards must be based on an approved technology plan that includes provisions for integrating telecommunication services and Internet access into library services. The technology plan must meet five criteria that address goals, strategies, needs, resources, and evaluation. After local approval is secured, the technology plan must be approved by the Texas State Archives and Library Commission.

Options 1: Approving the submission of the E-Rate grant application will allow funding for Branch Libraries cabling and infrastructure upgrades.

Option 2: Not approving the submission of the grant application will result in the loss of an opportunity to receive funding for the necessary costs associated with cabling and infrastructure upgrades at Branch Libraries.

Recommendation: Staff recommends submission of the E-rate grant application.

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FEDERAL COMMUNICATIONS COMMISSION, THROUGH THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY E-RATE GRANT PROGRAM FOR FUNDING UNDER THE 2013-2014 FUNDING CYCLE.

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF McALLEN

WHEREAS, Congress passed the Telecommunications Act of 1996 to be administered by the Federal Communications Commission (FCC), which issued the rules that govern this act; and

WHEREAS, One part of this statute established a Universal Service Fund (USF), known as the E-Rate Grant Program, that allows schools and public libraries to apply for discounts for telecommunication services and technologies, with awards depending on the demographic characteristics of a community; and

WHEREAS, the Lark and Palm View Branch Libraries are eligible to apply for and receive an E-Rate award (discount) to cover up to eighty percent of the cost for infrastructure upgrades, telecommunications, Internet access, and basic maintenance of installed infrastructure.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MCALLEN, TEXAS, THAT:

- 1) The Grant Administration Office is hereby directed to submit an application to the Universal Service Administrative Company in order to receive an award (discount) from the E-Rate grant program in the amount of \$200,000 for cabling and infrastructure upgrades at Lark and Palm View Branch Libraries.
- 2) Upon the approval of this application, the Mayor is authorized to execute all legal documents necessary, and to perform any acts necessary to implement the project.
- 3) In the event of loss or misuse of funds, the governing body assures that all funds will be returned to the Universal Service Administrative Company in full.

CONSIDERED, PASSED, APPROVED AND SIGNED this 28th day of January 2013, at a regular meeting of the Board of Commissioners of the City of McAllen Texas, at which a quorum was present and which was held in accordance with Chapter 551, Texas Government Code.

Attest:

City of McAllen

Annette Villarreal, City Secretary

Richard F. Cortez, Mayor

Approved as to form:

Kevin D. Pagan, City Attorney

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____ x _____
UTILITY BOARD _____
OTHER _____

2E

AGENDA ITEM _____
DATE SUBMITTED 01/23/13
MEETING DATE 01/28/13

1. Agenda Item: Award of Contract – Bleacher Relocation at De Leon Soccer Complex
Project No. 01-13-C07-273
2. Party Making Request: Parks and Recreation Department
3. Nature of Request: (Brief Overview) Attachments: x Yes No
Requesting authorization to award a construction contract to the low bidder, Rigney Construction and Development LLC from Edinburg, TX for the relocation and reconstruction of existing bleachers and press box at the DeLeon football field for a total lump sum amount of \$75,000.
4. Policy Implication: Local Government Code
5. Budgeted Information: x Yes No N/A
Budgeted Amount: \$80,000
Budget Account: 110-8702-466.66-30 CP1304
6. Alternate option/costs: By relocating the current bleachers and press box the project cost has been reduced. To purchase new bleachers and press box would increase the cost of the project.
7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) <u>S.Gavlik, Director</u>	<u>sg</u>	<u>1-22-13</u>	<u>yes</u>
b) <u>D.Melaas, Dep. Dir. PARD</u>	<u>dm</u>	<u>1-22-13</u>	<u>yes</u>
c) <u>Brent Branham, Dep. CM</u>			
d) <u>S.Zamora, CPM Dir. Purchasing</u>	<u>sz</u>	<u>1-23-13</u>	<u>yes</u>
8. Staff Recommendation: As indicated above
9. Advisory Board: Approved Disapproved None
10. City Attorney: KP Approved Disapproved None
11. Manager's Recommendation: X Approved Disapproved None
MRP
12. Action Taken: _____

MEMORANDUM

To: MIKE R. PEREZ, CITY MANAGER

From: SALLY GAVLIK, DIRECTOR

Subject: AWARD OF CONTRACT - BLEACHER RELOCATION AT DE LEON
SOCCER COMPLEX
PROJECT NO. 01-13-C07-273

Date: JANUARY 22, 2013

COMMENT**Goal:**

Requesting authorization to award a construction contract to the low bidder, Rigney Construction and Development LLC from Edinburg, TX for the relocation and reconstruction of existing bleachers and press box at the DeLeon football field for a total lump sum amount of \$75,000 as per attached bid tabulation.

Explanation:

The current bleachers and press box are still in good condition. Rather than demolishing them and purchasing new ones, it was cost effective to have the bleachers and press box relocated and reconstructed at the new site for the football/soccer field. This process is a cost savings for the project.

Options:

- 1.) The City Commission may choose to award contract to the low bidder.
- 2.) The City Commission may choose to reject bids and direct staff to re-advertise the project.

Recommendation:

Staff recommends approval of bid award to Rigney Construction & Development LLC of Edinburg, Texas in the amount of \$75,000.




BID OPENING: January 10, 2013 at 2:00 p.m.
LOCATION: Conference Room



Recommended Award Vendor

Project No. 01-13-C07-273 Bleacher Relocation at De Leon Soccer Complex

BIDDERS	QTY	RIGNEY CONSTRUCTION & DEVELOPMENT LLC  EDINBURG, TX		O.G. CONSTRUCTION CO., LLC EDINBURG, TX	
		Unit Price	Extended	Unit Price	Extended
		LUMP SUM: Demolition Of Concrete Structure(s)	1	\$5,000.00	\$5,000.00
LUMP SUM: Relocation And Reconstruction Of Existing Bleachers And Press Box As Indicated On The Drawings And In The Specifications Complete In Place	1	\$70,000.00	\$70,000.00	\$23,500.00	\$23,500.00
BID TOTAL		\$75,000.00		\$152,200.00	
NUMBER OF DAYS TO COMPLETE CONTRACT		30 WORKING DAYS		30 WORKING DAYS	
BID BOND		SUBMITTED		SUBMITTED	
ADDENDUM NO. 1		ACKNOWLEDGED		ACKNOWLEDGED	

CITY OF McALLEN STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
 UTILITY BOARD
 OTHER

2F

AGENDA ITEM
DATE SUBMITTED 01/21/13
MEETING DATE 01/28/13

1. Agenda Item **Outgoing Loan Agreement between IMAS and the City of McAllen for the Ann Moore exhibit to be housed at Quinta Mazatlan.**
2. Party Making Request: **Parks and Recreation Department**
3. Nature of Request: (Brief Overview) Attachments: X Yes No
IMAS has secured the Folk Art Exhibit from Ann Moore which includes 2,764 pieces of folk art from around the world. The exhibit will be housed at Quinta Mazatlan. The Quinta Advisory Board raised \$48,700 to remodel the room where the display will be housed.
4. Policy Implication: Local Government Code
5. Budget Information: **Budgeted** **Yes** **No** **N/A** **X**
6. Alternate Option/Costs:
7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
 a.) S. Gavlik, Dir. Parks&Rec., sg 1-21-13 Yes
 b.) B. Branham, Dep. City Manager _____ _____ _____
8. Staff Recommendation: **Staff Recommends approval of the Outgoing Loan Agreement with IMAS for the Ann Moore Folk Art Exhibit to be housed at Quinta Mazatlan.**
9. ADVISORY BOARD: x Approved ___ Disapproved ___ None
10. City Attorney: kp Approved ___ Disapproved ___ None
11. Manager's Recommendation: X Approved ___ Disapproved ___ None
MRP
12. Action Taken: _____

MEMORANDUM

To: MIKE R. PEREZ, CITY MANAGER

From: SALLY GAVLIK, DIRECTOR 

Subject: OUTGOING LOAN AGREEMENT WITH IMAS FOR THE ANN MOORE FOLK ART EXHIBIT

Date: JANUARY 21, 2013

COMMENT**GOAL:**

To secure the Ann Moore Folk Art Exhibit and display it at Quinta Mazatlan.

DISCUSSION:

The Quinta Advisory Board has secured funding to develop the room that will house the Ann Moore Folk Art Exhibit. The Folk Art Exhibit is comprised of 2,764 folk art objects from around the world, including several local artists. The display will expand opportunities for tourist and residents alike to attend Quinta Mazatlan and the display fits with the architectural structure of the home. The display is valued at \$33,000.

The Quinta Advisory Board raised \$48,700 to upgrade the room where the display will be housed. The room will be painted to match the previous display of the art work at Ann Moore's home. The intent is to enhance the spectator's experience with color. There will be special display cases built so the public can see all the folk art. It has taken over 50 years to secure the full display.

RECOMMENDATION:

The Parks and Recreation Department recommends approval of the Outgoing Loan Agreement with IMAS for the Ann Moore Folk Art Exhibit and the installation of the exhibit at Quinta Mazatlan.

OUTGOING LOAN AGREEMENT

AGREEMENT The International Museum of Art & Science hereby lends to undersigned ("Borrower") the object(s) described herein for the purposes, and subject to the terms and conditions set forth.

EXHIBITION Name/Title: The Ann Maddox Moore FOLK ART COLLECTION
 Venue: Quinta Mazatlan
 Contact person: _____
 Dates: _____

BORROWER Address: City of McAllen 1300 Houston Avenue, McAllen, TX 78501
 Telephone: 956 681-3333 FAX: 956 681-3300
 Contact Person: Mike Hernandez, Deputy Director, Parks & Recreation
 Credit: Lent by _____
 (Exact wording of lender's name for catalog, labels and publicity)

OBJECT Artist/Maker: Artists from around the world, including locals
 Object/Title: _____
 Medium: Folk Art
 Date of Work: Over 50 years

DESCRIPTION / DIMENSIONS Installation consists of 2,764 folk art objects varying in size, height and weight

Painting/Print	Height _____ in.	Width _____ in. (unframed)
	Height _____ in.	Width _____ in. (framed)

Object	Height _____ in.	Width _____ in.	Depth _____ in.
	Approximate Weight _____	lbs	

INSURANCE Total value (estimated fair market value in US \$): \$33,000
 Please see reverse for conditions IMAS requires a certificate of insurance.

SHIPPING/ HANDLING Date required for receipt of loan: March 18, 2013
 Pick-up and/or return address if different from address above.
 Pick-up Return Address: _____
 Telephone: (Business) _____ (Cell) _____
 Name of contact if other than Borrower: _____

SIGNATURE The Lender acknowledges that he/she has full authority and power to make this loan that he/she has read the conditions above and on the back of this form and that he/she agrees to be bound by them.

Signature: _____ Date: _____
 Borrower or authorized agent

Signature: _____ Date: _____
 Maria Elena Macias, Curator

Please complete, sign and return both copies to International Museum of Art & Science Registrar.
 A countersigned copy will be sent to you.



CONDITIONS GOVERNING OUTGOING LOANS

Care and Handling

1. Quinta Mazatlan (the "Borrower") will exercise the same care with respect to, the work of art on loan (the "work") from the International Museum of Art & Science (the "Lender") as it does with comparable property of its own.
2. The Borrower will not alter, clean, or repair the work without prior express written permission of the Lender. When the safety of the work makes such action imperative contact the Lender immediately.

Packing and Transportation

1. The Lender certifies that the work is in good condition and will withstand ordinary strains of packing and transportation. Evidence of damage to the work at the time of receipt or while in the Borrower's custody will be reported immediately to the Lender.
2. Costs of transportations and packing will be borne by the Lender.

Insurance

1. The Borrower will insure the work wall-to-wall under its fine arts policy against risks of physical loss or damage from external cause while at location during the period of the loan.
2. Insurance will be placed in the amount specified by the Lender which must reflect fair market value. In case of damage or loss, the insurance company may ask the Lender to substantiate the insurance value. If a work which has been industrially fabricated is damaged or lost and can be repaired or replaced to the artist's specifications, the borrower's liability shall be limited to the cost of such replacement.
3. The Lender must be supplied with a certificate of insurance.

Reproduction and Credit

1. The Borrower may assume the right to photograph, video record, and reproduce the work for documentation, publicity, publication and educational purposes connected with this exhibition and to produce slides of the work to be distributed for educational use.
2. The general public will be allowed to photograph the works.
3. The Borrower will give credit to the Lender in all labels and publications as specified on the face of the agreement.

Ownership and Change in Ownership

1. The Lender hereby warrants that he/she has full legal title to the work.
2. The Lender will notify the Borrower promptly in writing of any change of ownership of the work whether by reason of sale, insolvency, gift or otherwise. If ownership shall change during the period of this loan, the Borrower may reserve the right to require the new owner, prior to the return of the work, to establish his or her right to possession by proof. The new owner shall succeed to Lender's rights and obligations under this agreement including but not limited to the loan period.

Loan Period, Extension, Return

1. The work shall remain in the possession of the Borrower for the time specified on the reverse. The Lender agrees that he/she cannot withdraw the work during the period of this agreement without prior written consent of the Borrower.
2. The terms of this agreement shall apply to any extension of the loan period.
3. The Lender reserves the right to curate and install the work. The lender will visit the exhibition every six months for the duration of the loan. At the end of the loan the lender will de-install and repack the work.

Interpretation

1. This agreement constitutes the entire agreement between the Lender and the Borrower and may be amended or modified only in writing signed by both parties. Any changes herein of printed text or written additions must bear the initial of both parties. This agreement shall be governed and interpreted according to the laws of the State of Texas.
2. If the terms of this agreement conflict with the forms, agreements or correspondence of the Borrower, the terms of this agreement will be controlling.

Ann Maddox Moore
111 West Erie
McAllen, Texas 78501

Dear Ann,

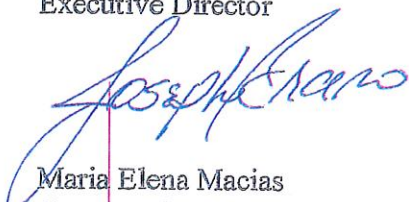
On behalf of the museum staff and Board of Trustees, we want to thank you for the generous gift of your untitled installation piece which consists of over 2,200 folk art objects to the International Museum of Art & Science (IMAS). This installation will make an outstanding addition to our local artist collection.

The installation will be on an extended loan to Quinta Mazatlan for eight years and will be renewed on a yearly basis after the eight year loan. The integrity of the installation and general factors including quantity, color schemes, and themes will reflect the spirit of the installation as it was in your home. We have enclosed two copies of our standard agreement on gifts, please sign one and return one copy to the museum.

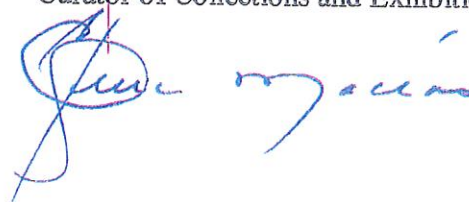
Thank you for your continuing support. Your generosity greatly expands our ability to cultivate a deeper appreciation of the arts. Your prismatic installation gives us the opportunity to continue offering high caliber works of art for the entire community to enjoy.

Sincerely,

Joseph Bravo
Executive Director



Maria Elena Macias
Curator of Collections and Exhibitions





IMAS

International Museum
of Art & Science

DEED OF GIFT

NAME OF DONOR: Ann Maddox Moore
ADDRESS: 111 W. Erie St. McAllen TX 78501
TELEPHONE NUMBER: (956) 687-1945

DESCRIPTION OF OBJECT(s):

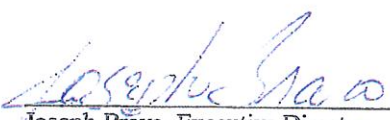
1. Installation by Ann Maddox Moore, American. Mixed Media and folk art. Over 2200 individual pieces, (see inventory for full list and description).

Ann Maddox Moore (the "Donor") hereby transfers and assigns without condition or restriction, title of the tangible personal property listed above (the "Object"). Donor has the full power and authority to transfer the Object to the International Museum of Art & Science (IMAS). Donor reserves the copyright to the object.

Donor certifies that to the best of the Donor's knowledge, the Object has not been exported from its country of origin in violation of the Laws of that country in effect at the time of the export, not imported into the United States in violation of United States laws and treaties.

Ann Maddox Moore, Artist

Date



Joseph Bravo, Executive Director



Date

See reverse for additional terms.



THINK DISCOVER.
EXPERIENCE
CREATE.

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 2 G
DATE SUBMITTED 01/22/13
MEETING DATE 01/28/13

1. Agenda Item: **Consideration and Authorization to locate "Vaquero y la Cornuda" sculpture at the New Performing Arts Center**

2. Party Making Request: Convention Facilities Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No

This item seeks City Commission authorization for staff to direct ERO Architecture to incorporate "The Vaquero y la Cornuda" sculpture in a prominent exterior location at the Performing Arts Center.

4. Policy Implication: City Commission Policy, Local Government Code

5. Budgeted: Yes No X N/A

Sculpture is funded separately through private donations and City match through Art Council. The installation of the sculpture and design of the base will be included in Performing Arts Center's flat work and landscaping scope of project.

6. Alternate Option/Costs _____

7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.)	<u>Brent Branham, Deputy City Manager</u>	<u> BB </u>	<u> 01.22.13 </u>	<u> YES </u>
b.)	<u>Omar Rodriguez, MCC Director</u>	<u> OR </u>	<u> 01.22.13 </u>	<u> YES </u>

8. Staff Recommendation: **Staff recommends approval.**

9. Advisory Board: Approved Disapproved None

10. City Attorney: X Approved Disapproved None

11. Manager's Recommendation: X Approved Disapproved None
KP
MRP





JASON SCUL
COWBOY ARTIST OF AMERICA



STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
ADVISORY BOARD _____

AGENDA ITEM 2h
DATE SUBMITTED 01/07/13
MEETING DATE 01/28/13

1. Agenda Item: **CONTRACT AMENDMENT #1 FOR SURVEYING SERVICES WITH DANNENBAUM ENGINEERING CORPORATION**

2. Party Making Request: Engineering Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and approval of Contract Amendment No. 1 for Surveying Services with Dannenbaum Engineering Corporation in place of Dannenbaum Engineering Company.

4. Policy Implication: City Commission Policy, Local Government Code.

5. Budgeted: X Yes No N/A

Funding Source: 011-3002-434-63-45

6. Alternate Option/Costs: _____

7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.)	<u>Yvette Barrera, P.E.,CFM, City Engineer</u>	<u>YB</u>	<u>1/21/13</u>	<u>yes</u>
b.)	<u>Sandra Zamora, CPM, Director of P&C</u>	_____	_____	_____

8. Staff Recommendation: Approval of Contract Amendment No. 1 for Surveying Services with Dannanbaum Engineering Corporation.

9. Advisory Board: Approved Disapproved None

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: ^{MRP} Approved Disapproved None
(name change only)

To: Mike R. Perez, City Manager

From: Yvette Barrera, PE, CFM, City Engineer



Date: January 18, 2013

Subject: Contract Amendment No. 1 for Surveying Services with Dannenbaum Engineering Corporation

GOAL

Consideration and approval of Contract Amendment No. 1 for Surveying Services with Dannenbaum Engineering Corporation.

EXPLANATION

Dannenbaum Engineering Company is requesting to amend the Contract Agreement for Surveying Services and incorporate Dannenbaum Engineering Corporation in its place of Dannenbaum Engineering Company – McAllen LLC.

OPTIONS

1. Reject Contract Amendment No.1 for Surveying Services with Dannenbaum Engineering Corporation.
2. Approve Contract Amendment No. 1 for Surveying Services with Dannenbaum Engineering Corporation.

RECOMMENDATION

Based on review by this office, staff recommends approval of Contract Amendment No. 1 with Dannenbaum Engineering Corporation.

**CONTRACT AMENDMENT FOR SURVEYING SERVICES
BETWEEN**

CITY OF MCALLEN

AND

Dannenbaum Engineering Corporation

for

2012-2013

SURVEYING SERVICES

MCALLEN, TEXAS

CONTRACT AMENDMENT

FOR

SURVEYING SERVICES

STATE OF TEXAS
COUNTY OF HIDALGO

PART I PARTIES AND SERVICES

This AMENDMENT is made on the 10th day of January in the year 2013 between the **CITY OF MCALLEN**, hereinafter called the CITY, and **Dannenbaum Engineering Corporation** hereinafter called the SURVEYOR, for **SURVEYING SERVICES**, hereinafter called the SERVICES. The existing contract, hereinafter called AGREEMENT, between the CITY and SURVEYOR is dated January 9, 2012.

This AMENDMENT replaces Dannenbaum Engineering Company – McAllen, LLC with Dannenbaum Engineering Corporation.

PART I CONTRACT PERIOD:

This AMENDMENT extends the AGREEMENT for one (1) additional year from the date this AMENDMENT is signed by all parties.

The terms and conditions of the AGREEMENT as agreed upon by the CITY and SURVEYOR remain in force for the duration of this AMENDMENT. This AMENDMENT supersedes all prior negotiations, representations, or agreements, written or oral.

This AMENDMENT does not allow for an extension of the AGREEMENT beyond the termination date of this AMENDMENT.

IN WITNESS WHEREOF, the parties hereto made and executed this Extension of Contract Agreement as of the day and year first written above.

CITY:

ATTEST:

Mike R. Perez
City Manager

Annette Villarreal
City Secretary

SURVEYING FIRM:

RECOMMENDED:

Louis H. Jones, Jr., P.E.
Dannenbaum Engineering Corporation
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Yvette Barrera, PE, CFM
City Engineer

APPROVED AS TO FORM:

REVIEWED:

Kevin Pagan
City Attorney

Sandra Zamora, CPM
Director of Purchasing & Contracting

DANNENBAUM ENGINEERING CORPORATION

3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING
EXCELLENCE
SINCE
1945

December 3, 2012

City of McAllen
1300 Houston Avenue
McAllen, Texas 78501

Attn: *Yvette Barrera, P.E., C.F.M.*

Ref: *Contract Agreement for Surveying Services*

Subj: *Extension of Contract for Surveying Consulting Services 2011-2012*

Dear Ms. Barrera:

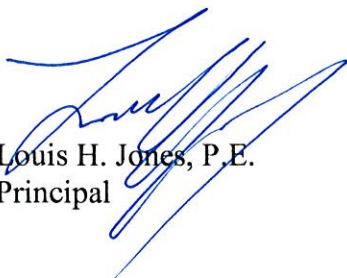
Dannenbaum Engineering Company – McAllen LLC (DEC) is in receipt of your correspondence letter dated November 21, 2012 in regards to the extension of Contract for Surveying Consulting Services 2011-2012 for the City of McAllen.

DEC has no objection to the extension of the contract and will execute and submit your letter for the acceptance of a one (1) year extension. However, since then there has been a corporate restructuring of certain departments throughout our statewide offices and has centralizing some departments to our main corporate office in Houston, Texas.

Surveying being one of the departments that have been restructured, DEC is requesting to amend the Contract Agreement for Surveying Services and incorporate **Dannenbaum Engineering Corporation** in its place of Dannenbaum Engineering Company – McAllen LLC as said called **SURVEYOR** and continue providing surveying services for the City of McAllen as per the agreement.

DEC is thankful for the opportunity to provide surveying services to the City of McAllen and looks forward to the next rotation. Should you have any question or comments, please call me at your earliest convenience at (956) 682-3677.

Respectfully,
Dannenbaum Engineering Corporation



Louis H. Jones, P.E.
Principal

12-03-12P12:32 RCVD



CERTIFICATE

The undersigned President of Dannenbaum Engineering Corporation, a Texas corporation ("Corporation"), does hereby certify that the individual named below is a Principal of the Corporation and is authorized to sign the Contract Amendment for Surveying Services between the City of McAllen and Dannenbaum Engineering Corporation, and that the signature on the line next to his name is his actual signature, and that the resolution set forth below is a true and correct copy of a resolution duly adopted by the President of the Corporation and said resolution remains in full force and effect:

Louis H. Jones, Jr., P.E., Principal



RESOLVED, that Dannenbaum Engineering Corporation, a Texas corporation ("Corporation"), acting by and through its Principal, Louis H. Jones, Jr., P.E. be and it hereby is authorized to sign the Contract Amendment for Surveying Services between the City of McAllen and Dannenbaum Engineering Corporation.

EXECUTED this 12th day of December, 2012.

DANNENBAUM ENGINEERING CORPORATION

By: 
James D. Dannenbaum, President

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD
OTHER

AGENDA ITEM 2i
DATE SUBMITTED 01/21/13
MEETING DATE 01/28/13

1. Agenda Item: CHANGE ORDER NO. 1 - PURCHASE & DELIVERY OF TYPE "D" HOT MIX ASPHALTIC CONCRETE (HMAC) FY 2012-2013 PROJECT NO. 12-12-SP04-22.

2. Party Making Request: Engineering Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of Change Order No. 1 for Purchase & Delivery of Type "D" Hot Mix Asphaltic Concrete FY 2012 - 2013.

4. Policy Implication: City Commission Policy, Local Government Code

5. Budgeted: X Yes No N/A

Funding Source:	011-3022-435.65-15	\$	1,331,020.78
	160-3032-436.66-30 (Downtown Lot)		\$ 6,972.72
Original Contract Amount		\$	1,301,471.70
Change Order No. 1		\$	36,521.80
Revised Contract Amount		\$	1,337,993.50

6. Alternate Option/Costs N/A

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.) Y. Barrera, PE, CFM, City Engineer	<u> YB </u>	<u> 1/21/13 </u>	<u> yes </u>
b.) J. Dale, CPA, Finance Director	<u> JD </u>	<u> 1/23/13 </u>	<u> YES </u>
c.) R. Rodriguez, PE, General Manager Assistant City Manager	<u> RR </u>	<u> 1/17/13 </u>	<u> YES </u>
d.) S. Zamora, Director of P&C	<u> </u>	<u> </u>	<u> </u>
e.) E. Suarez, Transit Director	<u> </u>	<u> </u>	<u> </u>

8. Staff Recommendation: Approval of Change Order No. 1 in the add amount of \$36,521.80 for a revised contract amount of \$ \$1,337,993.50.

9. Advisory Board: Approved Disapproved None

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

To: Mike R. Perez, City Manager

From: Yvette Barrera, PE, CFM, City Engineer



Date: January 21, 2013

Subject: **Change Order No. 1 – Purchase & Delivery of Type “D” Hot Mix Asphaltic Concrete FY2012-2013. Project No. 12-12-SP04-22**

GOAL

Consider and approve Change Order No. 1 to Upper Valley Materials for the Purchase & Delivery of Type “D” Hot Mix Asphaltic Concrete for FY 2012-2013.

EXPLANATION

At their regular meeting on January 14, 2013, City Commission approved award of contract to Cutler Repaving, Inc. for the 2012-2013 Single Machine Repaving project. At the same meeting, City Commission approved award of HMAC material delivery for the annual repaving project to Upper Valley Materials. The combined award amount was significantly lower than the project budget, therefore allowing the City the opportunity to include additional streets in the contract. Change Order No. 1 is proposed to adjust quantities to account for the following street additions to the contract:

1. Daffodil Avenue between Taylor Rd and 46th St
2. 17th Street between Tamarack Ave and Walnut Ave

A separate change order for the project labor to Cutler Repaving, Inc. is presented under separate cover. Combined the project falls below the budget amount with a total cost of \$2,768,331.02.

OPTIONS

Approve or disapprove Change Order No. 1

RECOMMENDATION

Staff recommends approval of Change Order No. 1 in the add amount of \$36,521.80 for a revised overall contract amount of \$1,337,993.50.

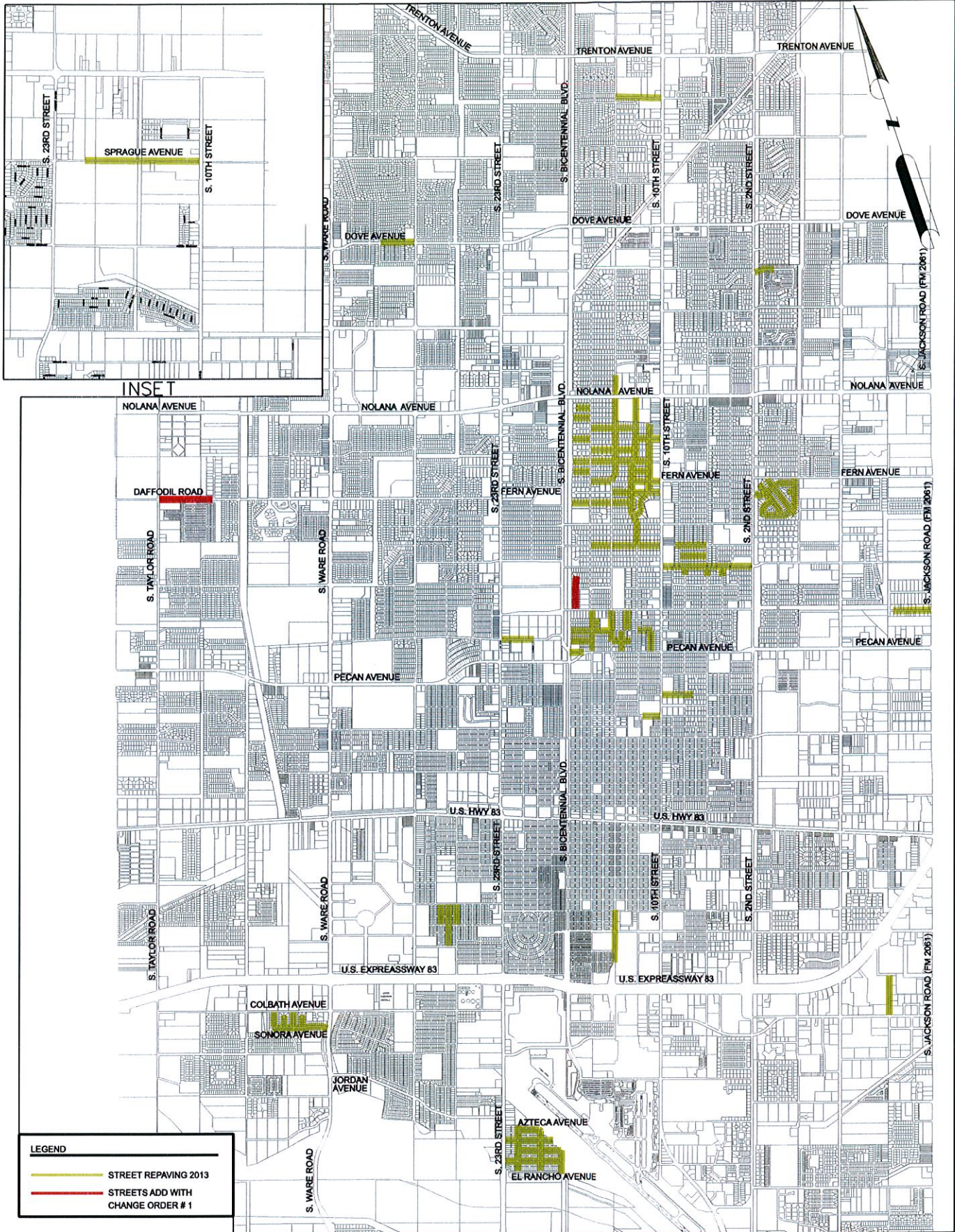
PROJECT NAME: Purchase & Delivery of Type 'D' HMAC FY 2012-2013

CONTRACTOR: Upper Valley Materials

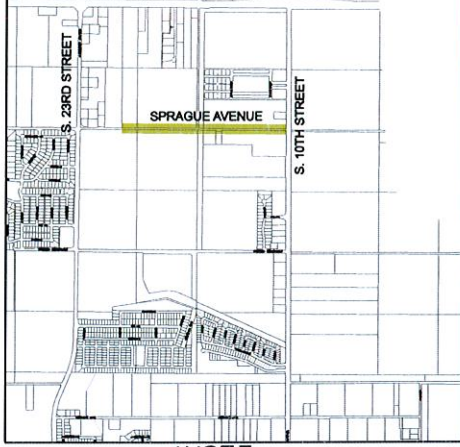
Item No.	Description	Unit	Unit Price	ORIGINAL BID AMOUNT		CHANGE ORDER #1		REVISED AMOUNT	
				QTY	Cost	QTY	Cost	QTY	Cost
1	Delivered Unit Price Per Ton - Type 'D' HMAC Limestone Aggregate	TON	\$ 68.65	17,658	\$ 1,212,221.70	532.00	\$ 36,521.80	18,190	\$ 1,248,743.50
2	Unit Price Per Ton - Asphalt Picked Up At the Plant	TON	\$ 59.50	1500	\$ 89,250.00			1500	\$ 89,250.00
					\$ 1,301,471.70		\$ 36,521.80		\$ 1,337,993.50

Original Contract	\$	1,301,471.70	100.00%
Change Order No. 1	\$	36,521.80	2.81%
Revised Contract	\$	1,337,993.50	102.81%

1/17/2013
\\s\eng\eng\1\3\2012\12-01-2012\CADD\Leads\LEADS_Overnight\MLK_Districts_2.dwg



INSET



- LEGEND**
- STREET REPAVING 2013
 - STREETS ADD WITH CHANGE ORDER # 1



STREET REPAVING 2013

SCALE:	HORZ: 4000'
DATE:	01/03/13
REVISIONS	
1.	
2.	
3.	
SHEET NO.	1 OF 1

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
 UTILITY BOARD _____
 OTHER _____

AGENDA ITEM 2j
 DATE SUBMITTED 1/23/13
 MEETING DATE 01/28/13

1. Agenda Item: **Consideration of Award of Contract for the Uvalde Soccer Complex Parking Improvements Project (Project No. B-12-MC-48-0506)**

2. Party Making Request: Engineering Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No
 Consideration of award of contract for the Uvalde Soccer Complex Parking Improvements project to Jimmy Closner & Sons Construction of Mercedes, Texas

4. Policy Implication: City Commission Policy, Local Government Code

5. Budgeted: X Yes No N/A
Funding Source: 132-8038-437.91-03 ZA3813 Bugeted: \$132,000.00

Engineer's Estimated Cost: \$ 133,659.00
 Low Bid Amount: \$ 115,336.40
 Amount Under/over Estimate: \$ (18,322.60)

6. Alternate Option/Costs Award contract to Jimmy Closner & Sons Construction, reject low bid and award to next lowest bidder, or reject bids and re-advertise

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.) Y. Barrera, PE, CFM, City Engineer	<u> YB </u>	<u> 1/16/13 </u>	<u> yes </u>
b.) R. Rodriguez, PE, Asst. City Manager	_____	_____	_____
b.) P. Martinez, CD Director	_____	_____	_____
d.) J. Dale, CPA, Finance Director	_____	_____	_____
e.) S. Zamora, CPM, Director of P&C	_____	_____	_____

8. Staff Recommendation: **Approve award of contract for the Uvalde Soccer Complex Parking Improvements project to Jimmy Closner & Sons Construction of Mercedes, Texas in the amount of \$ 115,336.40 with a contract time of 45-working days.**


9. Advisory Board: Approved Disapproved None

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None



CITY OF MCALLEN
ENGINEERING DEPARTMENT
MEMORANDUM

To: Mike R. Perez, City Manager
From: Yvette Barrera, PE, CFM, City Engineer 
Date: January 14, 2013
Subject: Award of Contract – Uvalde Soccer Complex Parking Improvements Project
(Project No. B-12-MC-48-0506)

Goal

Consideration of award of contract for the Uvalde Soccer Complex Parking Improvements project

Explanation

On December 6, 2012, the Purchasing and Contracting Department received eight (8) bids for the above referenced project. This project consists of construction of a 65-space, asphalt parking area and associated sidewalk improvements to serve the existing Uvalde Soccer Complex. The project is funded by the Community Development Block Grant Program under their 2012-2013 fiscal year cycle.

A summary of bids is presented below:

Bidder	Bid Amount
Jimmy Closner & Sons Construction, Mercedes, Texas	\$ 115,336.40
REIM Construction, Inc., Mission, Texas	\$ 118,908.30
DM Roth, Inc., Pharr, Texas	\$ 119,125.00
Castle Enterprises, LLC, Monte Alto, Texas	\$ 120,252.00
Clore Construction, LLC, Harlingen, Texas	\$ 123,551.40
O.G. Construction Company, LLC, Edinburg, Texas	\$ 125,632.50
L&G Concrete Construction, Inc., Mercedes, Texas	\$126,006.60
Highmark Construction, McAllen, Texas	\$156,496.88

A detailed bid tab is also attached for your review.

Options

- 1) Award contract to low bidder, Jimmy Closner & Sons Construction of Mercedes, Texas
- 2) Reject all bids and re-advertise the project.

Recommendation

Based upon review by this office, staff recommends award of contract to **Jimmy Closner & Sons Construction of Mercedes, Texas** in the amount of **\$ 115,336.40** with a contract time of **45-working days**.

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 2k
DATE SUBMITTED 01/18/13
MEETING DATE 01/28/13

1. Agenda Item: CHANGE ORDER NO. 1 - 2012-2013 SINGLE MACHINE REPAVING PROJECT -- PROJECT NO. 12-12-C04-104

2. Party Making Request: Engineering Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No
 Consideration and approval of Change Order No. 1 for 2012-2013 Single Machine Repaving

4. Policy Implication: City Commission Policy, Local Government Code

5. Budgeted: X Yes No N/A

Funding Source:	011-3022-435.65-15	\$	1,423,372.01
	160-3032-436.66-30 (Downtown Lot)		\$ 6,966.09
Original Contract Amount		\$	1,386,100.40
Change Order No. 1		\$	44,237.70
Revised Contract Amount		\$	1,430,338.10

6. Alternate Option/Costs N/A

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.) Y. Barrera, PE, CFM, City Engineer	<u> YB </u>	<u> 1/23/13 </u>	<u> YES </u>
b.) J. Dale, CPA, Finance Director	<u> </u>	<u> </u>	<u> </u>
c.) R. Rodriguez, PE, General Manager Assistant City Manager	<u> </u>	<u> </u>	<u> </u>
d.) S. Zamora, Director of P&C	<u> </u>	<u> </u>	<u> </u>
e.) E. Suarez, Transit Director	<u> </u>	<u> </u>	<u> </u>

8. Staff Recommendation: Approval of Change Order No. 1 in the add amount of \$44,237.70 and 0 additional working days for a revised contract amount of \$1,430,338.10 and a contract time of 100 days.


9. Advisory Board: Approved Disapproved None

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None



**CITY OF MCALLEN
ENGINEERING DEPARTMENT
MEMORANDUM**

To: Mike R. Perez, City Manager
From: Yvette Barrera, PE, CFM, City Engineer 
Date: January 17, 2013
Subject: **Change Order No. 1 – 2012-2013 Single Machine Repaving Project
Project No. 12-12-C04-104**

Goal

Consider and approve Change Order No. 1 to Cutler Repaving, Inc. for the 2012-2013 Single Machine Repaving project.

Explanation

At their regular meeting on January 14, 2013, City Commission approved award of contract to Cutler Repaving, Inc. for the 2012-2013 Single Machine Repaving project. At the same meeting, City Commission approved award of HMAC material delivery for the annual repaving project to Upper Valley Materials. The combined award amount was significantly lower than the project budget, therefore allowing the City the opportunity to include additional streets in the contract. Change Order No. 1 is proposed to adjust quantities to account for the following street additions to the contract:

1. Daffodil Avenue between Taylor Rd and 46th St
2. 17th Street between Tamarack Ave and Walnut Ave

A separate change order for the project materials to Upper Valley Materials is presented under separate cover. Combined the project falls below the budget amount with a total cost of \$2,768,331.02.

Options

Approve or disapprove Change Order No. 1

Recommendation

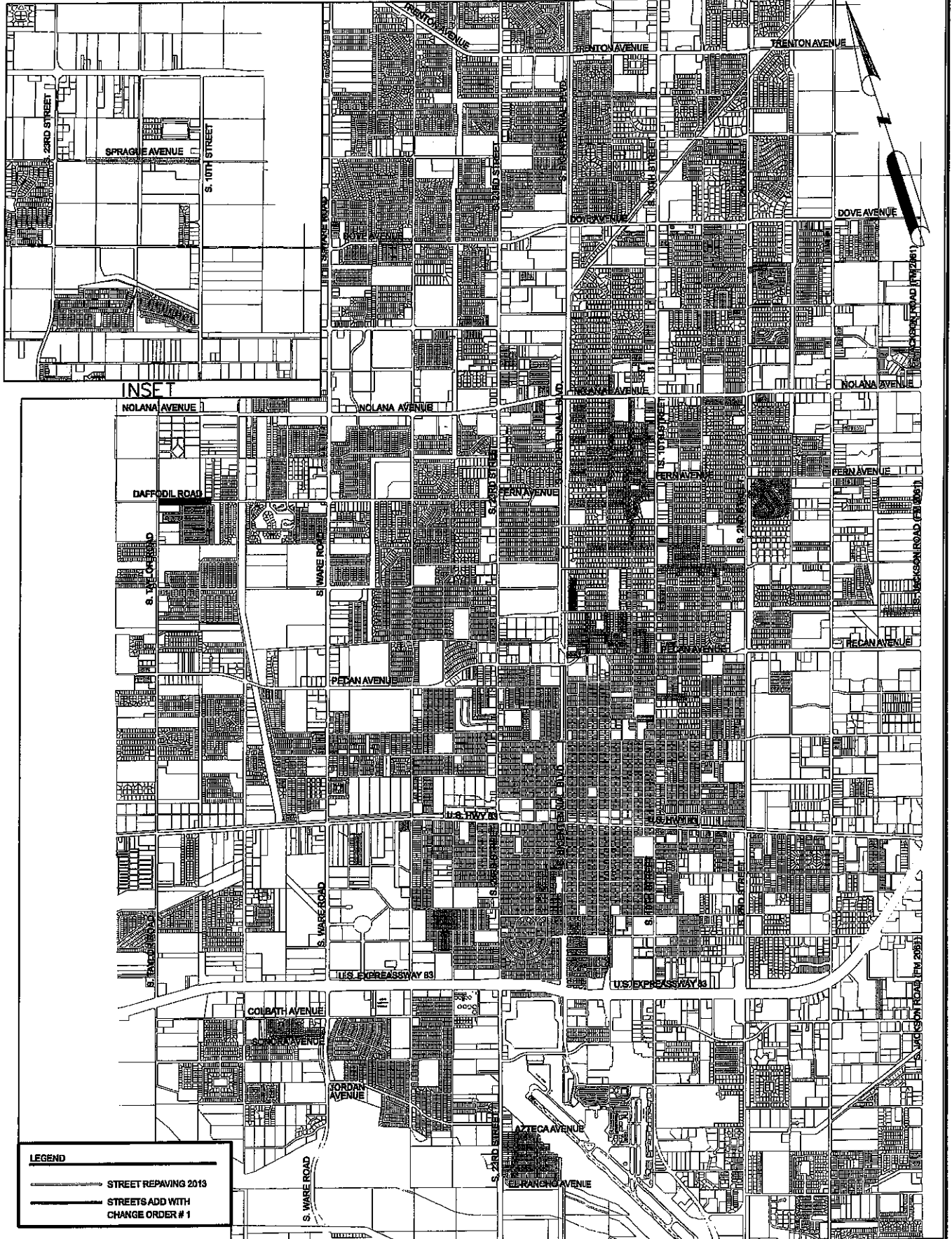
Staff recommends approval of Change Order No. 1 in the add amount of \$44,237.70 for a revised overall contract amount of \$1,430,338.10.

PROJECT NAME: Single Machine Project 2012-2013

CONTRACTOR: Cutler Repaving Inc.

Item No.	Description	Unit	Unit Price	ORIGINAL BID AMOUNT		CHANGE ORDER #1		REVISED AMOUNT	
				QTY	Cost	QTY	Cost	QTY	Cost
101	Recycling: Section 2616-1.01A-c-1 in Depth	SY	\$ 2.65	244536	\$ 648,020.40	7954	\$ 21,078.10	252490	\$ 669,098.50
102	Recycling Agent	GAL	\$ 3.60	18341	\$ 66,027.60	596	\$ 2,145.60	18937	\$ 68,173.20
103	Curb Milling	LF	\$ 2.00	160201	\$ 320,402.00	9857	\$ 19,714.00	170058	\$ 340,116.00
104	Lane Milling; 12 ft Width	LF	\$ 2.50	1092	\$ 2,730.00	0	\$ -	1092	\$ 2,730.00
105	Adjust Manholes to Grade	EA	\$ 250.00	90	\$ 22,500.00	4	\$ 1,000.00	94	\$ 23,500.00
106	Adjust Water Valves & Monitor Wells to Grade	EA	\$ 150.00	43	\$ 6,450.00	2	\$ 300.00	45	\$ 6,750.00
107	6' Valley Gutter	LF	\$ 200.00	10	\$ 2,000.00	0	\$ -	10	\$ 2,000.00
108	Remove Asphalt Pavement	SY	\$ 165.00	10	\$ 1,650.00	0	\$ -	10	\$ 1,650.00
109	18" Valley Gutter	LF	\$ 600.00	10	\$ 6,000.00	0	\$ -	10	\$ 6,000.00
110	Remove Existing Valley Gutter or Curb & Gutter	LF	\$ 60.00	10	\$ 600.00	0	\$ -	10	\$ 600.00
111	24-in Curb and Gutter	LF	\$ 110.00	10	\$ 1,100.00	0	\$ -	10	\$ 1,100.00
112	Full Depth Scarification w/ 3% Cement Stabilization & 1.5-in Overlay	SY	\$ 75.00	1000	\$ 75,000.00	0	\$ -	1000	\$ 75,000.00
201	Recycling: Section 2616-1.01A-c-1 in Depth	SY	\$ 2.65	7363	\$ 19,511.95	0	\$ -	7363	\$ 19,511.95
202	Recycling Agent	GAL	\$ 3.60	552	\$ 1,987.20	0	\$ -	552	\$ 1,987.20
203	Full Depth Scarification w/ 3% Cement Stabilization & 1.5-in Overlay for Sprague Road	SY	\$ 28.75	7363	\$ 211,686.25	0	\$ -	7363	\$ 211,686.25
113	3" Scarification with overlay	SY	\$ 4.35	100	\$ 435.00	0	\$ -	100	\$ 435.00
					\$ 1,386,100.40	\$ 44,237.70		\$ 1,430,338.10	

Original Contract	\$ 1,386,100.40	100.00%
Change Order No. 1	\$ 44,237.70	3.19%
Revised Contract	\$ 1,430,338.10	103.19%



LEGEND

— STREET REPAVING 2013

— STREETS ADD WITH CHANGE ORDER # 1



STREET REPAVING 2013

SCALE:	HORZ: 4000
DATE:	01/03/13
REVISIONS	
1.	
2.	
3.	
SHEET NO.	1 OF 1

1/17/2013

H:\Engineering\Files\Projects\2013\12-03-2 State Machine\Report\2013\CAD\Drawings\EPav\Drawings\Drawn\2.dwg

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 3a
DATE SUBMITTED 01/21/13
MEETING DATE 01/28/13

1. Agenda Item: **CONSIDERATION, APPROVAL AND AUTHORIZATION TO NEGOTIATE SCOPE AND FEES WITH TOP RANKED FIRMS FOR ENGINEER'S SERVICES FOR VARIOUS MUNICIPAL PROJECTS (SOQ NO. 09-12-S78-286)**

2. Party Making Request: Engineering Department

3. Nature of Request: (Brief Overview) Attachments: X Yes ____ No

 Authorize Engineering Department to negotiate scope and fee schedule with top ranked firms.

4. Policy Implication: City Commission Policy, Local Government Code

5. Budgeted: ____ Yes ____ No X N/A

6. Alternate Option/Costs N/A

7. Routing:

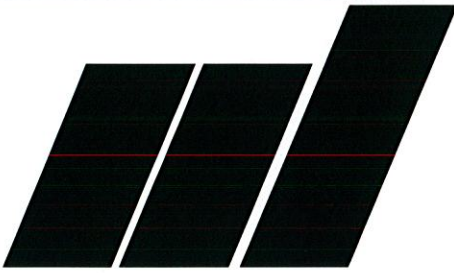
<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.) Y. Barrera, PE, CFM, City Engineer	<u> YB </u>	<u> 1/22/13 </u>	<u> yes </u>
b.) R. Rodriguez, PE, Asst. City Manager	<u> RR </u>	<u> 1/17/13 </u>	<u> YES </u>
d.) W. Smith, Asst. City Manager	<u> WS </u>	<u> 1/22/13 </u>	<u> YES </u>
c.) S. Zamora, CPM, Director of P&C	_____	_____	_____

8. Staff Recommendation: **Authorize negotiation scope of services and fee schedule with top ranked firms.**

9. Advisory Board: ____ Approved ____ Disapproved ____ None


10. City Attorney: ____ Approved ____ Disapproved KP None

11. Manager's Recommendation: ____ Approved ____ Disapproved MRP None (name change only)



CITY OF MCALLEN
ENGINEERING DEPARTMENT
MEMORANDUM

To: Mike R. Perez, City Manager

From: Yvette Barrera, PE, CFM, City Engineer 

Date: January 22, 2013

Subject: Consideration of Engineering Consultants for Design Services for Various Municipal Projects - SOQ No.: 09-12-S78-286

Goal

Consideration, approval, and authorization to negotiate scope of services and fee schedule with top ranked firms for Mechanical, Electrical, Plumbing & Fire Protection Design Services and Structural Services for Various Municipal Projects.

Explanation

On November 5, 2012, Purchasing and Contracting Department received responses from 6 firms in each category. Staff evaluated each firm and their ranking is shown below.

This item is submitted for consideration and approval of the highest ranked firms to be shortlisted and interviewed. Upon completion of the interviewed process, staff anticipates selection of at least two (2) firms under each of the disciplines for annual contracts.

Item #1 – Mechanical, Electrical, Plumbing & Fire Protection Design Services

	Name	City	Total
1.	Half Associates	McAllen, TX	166
2.	DBR Engineering Consultants	McAllen, TX	159
3.	ACR Engineering	Harlingen, TX	134
4.	The Alex Group	McAllen, TX	120
5.	S & B	McAllen, TX	110
6.	MEP Solutions Engineering	McAllen, TX	94

Item #2 – Structural Design Services

	Name	City	Total
1.	Solorio	Mission, TX	141
2.	Unintech Consulting Engineering	San Antonio, TX	133
3.	Green Rubiano & Associates	Harlingen, TX	131
4.	Hinojosa Engineering	Mission, TX	129
5.	Chanin Engineering	McAllen, TX	119
6.	S & B	McAllen, TX	114

On November 26, 2012, the City Commission requested to interview all firms. MEP firms were interviewed on January 14, 2013, and Structural Design Services firms were interviewed on January 28, 2013.

Options

- 1.) Authorize staff to begin negotiations for scope and fee with top two (2) firms in each discipline.
- 2.) Authorize staff to negotiate services with a selected number of firms.

Recommendation

Staff recommends selection of top two (2) ranked firms and is requesting authorization to negotiate with each firm for Various Municipal Projects, with an option to extend one additional year. However, if negotiations are not successful, staff will cease negotiations and continue with the next ranked firm.



City of McAllen
Evaluation Matrix

Project Name: RFQ for Various Municipal Projects - #1 MEP Design Services

Project No: #09-12-S78-286

Date: 11/5/2012

CRITERIA	ACR Engineering, Harlingen, TX	DBR Engineering Consultant, McAllen, TX	The Alex Group, McAllen, TX	Half Associates, McAllen, TX	MEP Solutions Engineering, McAllen, TX	S & B, McAllen, TX
1. REVIEWER 1	13	21	16	24	12	17
2. REVIEWER 2	24	22	22	23	13	14
3. REVIEWER 3	27	25	20	24	12	10
4. REVIEWER 4	30	29	29	32	28	31
5. REVIEWER 5	21	29	28	31	20	22
6. REVIEWER 6	19	33	5	32	9	16
TOTAL	134	159	120	166	94	110
AVERAGE POINTS	22	27	20	28	16	18
RANKING	3	2	4	1	6	5



City of McAllen
Evaluation Matrix

Project Name: RFQ for Various Municipal Projects - #2 Structural Design Services

Project No: #09-12-S78-286

Date: 11/5/2012

	Hinojosa Engineering Mission, TX	Green Rubiano & Associates, Harlingen, TX	Unintech, San Antonio, TX	Solorio, Mission, TX	Chanin, McAllen, TX	S & B, McAllen, TX
1. REVIEWER 1	20	14	26	18	21	23
2. REVIEWER 2	17	15	17	15	12	15
3. REVIEWER 3	14	21	15	22	15	13
4. REVIEWER 4	22	24	16	26	16	11
5. REVIEWER 5	30	28	31	31	28	30
6. REVIEWER 6	26	29	28	29	27	22
TOTAL	129	131	133	141	119	114
AVERAGE POINTS	22	22	22	24	20	19
RANKING	4	3	2	1	5	6

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 3b
DATE SUBMITTED 01/21/13
MEETING DATE 01/28/13

- 1. Agenda Item: International Museum of Arts and Science (IMAS) Façade and Site Improvements – award of contract
- 2. Party Making Request: Engineering Department
- 3. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and approval of award of contract to the lowest, responsive, responsible bidder, All Pro Contractors, Inc. in the amount of \$250,296.00 which include base bid plus both alternates. Construction activities are scheduled to be completed within ninety (90) working days.

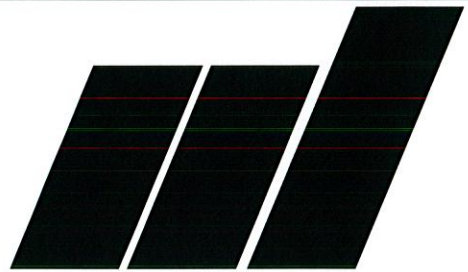
- 4. Policy Implication: City Commission Policy, Local Government Code
- 5. Budgeted: X Yes No N/A Account No.: 110 8702 466 66 99 ID# NP1204
- 6. Alternate Option/Costs The City Commission may elect to reject bids and re-advertise the project.

Low Bid: \$ 250,296.00
Budgeted: \$ 361,000.00
Under Budget by: \$ 110,704.00

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.) <u>Yvette Barrera, PE, City Engineer</u>	<u>YB</u>	<u>01.21.13</u>	<u>YES</u>
b.) <u>Sandra Zamora, Director of Purchasing</u>	<u> </u>	<u>01.21.13</u>	<u> </u>
c.) <u>J.W. Dale, Director of Finance</u>	<u>JD</u>	<u>01.21.13</u>	<u>YES</u>
d.) <u>Roy Rodriguez, Assistant City Mngr.</u>	<u> </u>	<u>01.21.13</u>	<u> </u>

- 8. Staff Recommendation: **Staff recommends approval of contract to All Pro Contractors, Inc. in the amount of \$250, 296.00.**
- 9. Advisory Board: Approved Disapproved None
- 10. City Attorney: KP Approved Disapproved None
- 11. Manager's Recommendation: MRP Approved Disapproved None



CITY OF MCALLEN
DEPARTMENT OF ENGINEERING
ARCHITECTURAL DIVISION
MEMORANDUM

To: Mike R. Perez, City Manager
From: Victor Gonzalez, Architectural Coordinator/Project Manager *VG*
Through: Yvette Barrera, P.E., City Engineer *Yvette B*
Date: January 21, 2013
Subject: Award of Contract - IMAS Façade and Site Improvements

Goal
City staff intends award of contract for general exterior improvements to the eastern façade and site, to the lowest, responsive, responsible bidder.

Brief Explanation
On January 15, 2013 the Purchasing and Contracting Department received six (6) bid proposals for the above referenced project. The six bidders are identified in the attached spreadsheet.
The project consists of predominantly exterior work composed of pier drilling, flat work, concrete slab placement, steel erection along with miscellaneous metal work, exterior lighting, asphalt placement, curb and gutter and drainage component improvements.

Bids ranged from \$ 250,296 to \$ 541,000. These numbers include the proposed costs of both alternates. The perceived low bidder proposes to be complete within 90 working days. A copy of the bid tabulation is attached for your review and consideration. A detailed bid tabulation including itemized civil components was originally issued but was incorrectly provided by the low bidder's clerical staff. The low bidder, All Pro Contractors, has since provided revised item pricing. It should be stated that these revised unit prices have no impact upon the provided low bid.

Both Architectural consultant and staff have spoken with the perceived low bidder and all feel comfortable with the submitted proposal.

- Options:**
- 1.) The City Commission may choose to award contract the lowest, responsive, responsible bidder.
 - 2.) The Commission may choose to reject bids and re-advertise the project.

Recommendation - The Engineering Department staff along with Milnet Architectural Consultants recommends award of contract to the low bidder, All Pro Contractors, Inc. of McAllen, Texas, for the base bid plus Alternate Bid Item 1 & 2 for a Total Contract amount of \$250,296.00 allowing ninety (90) working days to complete the work.



MILNET ARCHITECTURAL SERVICES, PLLC
608 SOUTH 12TH ST.
McALLEN, TEXAS 78501

January 21, 2013

Mr. Victor Gonzalez
City of McAllen
1300 Houston Avenue
McAllen, Texas 78501

Re: International Museum of Art and Science Façade and Site Improvements.

Mr. Gonzalez,

Please accept this letter as a formal recommendation for All Pro Contractors, INC. After working with All Pro Contractors, INC. we have learned that they have exceptional service in budget administration and time management. Their team is genuinely dedicated to efficiently arriving at the completion date. In a specific example, All Pro Contractors, INC. was capable of conducting the remodel of the Raymondville City Hall & New Rural Technical Skills Training/Distance Learning/Small Business Incubator Center also in Raymondville within schedule and did not pursue generation of change orders as a way to increase their margins. It is for these reasons that we recommend All Pro Contractors, INC as a contractor of choice.

Thank you,

Rodolfo Molina, AIA

Rodolfo Molina, AIA
President
Milnet Architectural Services, PLLC

From: Rudy Molina [rudym@milnet-archservices.com]
Sent: Monday, January 21, 2013 11:16 AM
To: Victor Gonzalez
Cc: Juan Martinez
Subject: FW: bids

From: All Pro Contratros, INC [<mailto:allprocontractor@gmail.com>]
Sent: Monday, January 21, 2013 11:15 AM
To: Rudy Molina
Subject: bids

Item #3 \$3.36 SY
Item #4 \$1.07 per foot
Item # 5 \$19.25 SY
Item #6 \$9.62 SY
Item #7 \$1.60 SY
Item #8 \$3.35 SY
Item #9 \$10.16 per LF.
Item # 10 \$10.16 per LF.
Item #11 \$56.70 SY
Item #12 \$86.66 SY
Item #14 \$2.14 per LF
Item #15 \$2.67 per LF
Item #19 \$15.39 per LF

DAVID MCEVER

ALL PRO CONTRACTOR, INC.
2016 ORCHID AVENUE
MCALLEN, TX 78504
P: 956-971-9688
F: 956-971-9626

To: Mike R. Perez, City Manager

From: Jeremy Santoscoy, PE, CFM, Transportation Engineer *J.S.*

Through: Yvette Barrera, PE, CFM, City Engineer *Yvette*

Date: January 21, 2013

Subject: Consideration and Approval of an Interlocal Agreement between Hidalgo County Drainage District No.1 and the City of McAllen regarding Bentsen Road Project

GOAL

Consideration and approval of an Interlocal Agreement with the Hidalgo County Drainage District No.1 (HCDD#1).

EXPLANATION

During construction of the Bentsen Road project, from Pecan Boulevard to Buddy Owens, the 2012 Hidalgo County Drainage Bond Referendum was passed. As part of this drainage bond a project was proposed within the current project limits of the Bentsen Road Paving contract. This project would add a parallel 10 foot by 10 foot drainage box culvert next to the existing box culvert at the Mission Lateral. HCDD#1 requested that we coordinate with the contractor to get a price and get the boxes in prior to paving final lifts of asphalt on roadway. This interlocal agreement provides for the City and HCDD#1 to work together to have Drainage Bond project completed through the current paving contract.

RECOMMENDATION

Based on review by this office, staff recommends approval of the Interlocal Agreement with the City and HCDD#1.

**STATE OF TEXAS :
COUNTY OF HIDALGO :**

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE
AND
THE CITY OF McALLEN**

This Agreement is made on this the day of 2013, by and between the CITY OF McALLEN, hereinafter referred to as “City”, and HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, hereinafter referred to as “Drainage District”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is currently in the process of improving Bentsen Road, from FM 495 to 3 Mile Line; and

WHEREAS, City has an existing contract for paving and drainage improvements along Bentsen Road, from FM 495 to 3 Mile Line, to improve the existing roadway from a two lane rural section to a five lane, urban section; and

WHEREAS, the Drainage District has funding available for drainage improvements per the passed 2012 County Drainage Referendum; and

WHEREAS, the Drainage District has requested construction of a drainage box culvert and committed to funding the requested drainage work within the City’s project limits; and

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov’t Code Sec. 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, City and Drainage District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Drainage District shall provide construction plans to the City for the drainage box culvert improvements requested.
2. City shall include the scope of work indicated in the construction plans into the City’s current contract and manage construction as per plans.

3. Drainage District shall provide pre-cast concrete boxes to City's contractor.
4. Drainage District shall be responsible for any costs associated with the installation of the concrete boxes, estimated at a cost of \$105,000.
5. City shall pay the construction in accordance with the contract. Drainage District shall reimburse the City within 30 calendar days upon receipt of invoice from City as work progresses.
6. This Agreement is effective on the date on which the last party to this Agreement executed the Agreement.
7. **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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflicts exists.
8. **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.
9. **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 City and County, and not otherwise.
10. **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.
11. **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 and delivered in accordance herewith:

If to City:

City of McAllen
Attention: City Manager
P. O. Box 220
McAllen, Texas 78505-0220

If to Drainage District:

Hidalgo County Drainage District No. One
Attention: General Manager
902 N. Doolittle Road
Edinburg, Texas 78542

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.

12. **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.
13. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
14. **Assignment.** This Agreement shall not be assignable.
15. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
16. **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.
17. **Authority to Execute.** The execution and performance of this Agreement by City and District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
18. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as

herein provided.

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. Sec. 271.903.

20. **Mediation.** Both the parties desire to resolve disputes without litigation. Before any dispute between the City of McAllen and the Hidalgo County Drainage District Number One related to this Agreement which is not resolved through informal discussion can be litigated it will first be submitted to a mutually acceptable mediator or mediation service for non-binding mediation. The parties to the mediation shall bear the mediation costs equally.

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

HIDALGO COUNTY DRAINAGE
DISTRICT NUMBER ONE

By: _____
Ramon Garcia, Chairman

ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF MC ALLEN

By: _____
Mike R. Perez, City Manager

ATTEST:

Annette Villarreal, City Secretary

APPROVED AS TO FORM:

Stephen L. Crain, Attorney for Hidalgo County

Kevin D. Pagan, City Attorney

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
ADVISORY BOARD _____

AGENDA ITEM 3d
DATE SUBMITTED 01/21/13
MEETING DATE 01/28/13

1. Agenda Item: **CHANGE ORDER NO. 5 – BENTSEN ROAD PAVING IMPROVEMENTS FROM PECAN BLVD. (FM 495) TO 3 MILE LINE ROAD (PROJECT # 12-11-C04-98)**

2. Party Making Request: Engineering Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and approval of Change Order No. 5 for Bentsen Road Paving Improvements from Pecan to 3 Mile.

4. Policy Implication: City Commission Policy, Local Government Code.

5. Budgeted: X Yes No N/A

Funding Source: 110-8702-436-66-36 IR 1204

Original Contract Amount:	\$ 4,879,306.99	160 days
Change Order #1-3:	\$ 283,197.05	16 days
Change Order #4:	\$ 30,903.55	15 days
Change Order #5:	\$ 105,000.00	15 days (100% Reimbursed by HCDD#1)

Total Rev. Contract Amount: \$ 5,298,407.59 206 days

6. Alternate Option/Costs: _____

7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.)	<u>Yvette Barrera, P.E.,CFM, City Engineer</u>	<u>YB</u>	<u>1/22/13</u>	<u>yes</u>
b.)	<u>Roel "Roy" Rodriguez, P.E.Asst. City Mgr</u>	_____	_____	_____
c.)	<u>Jerry Dale,CPA, Finance Director</u>	_____	_____	_____
d.)	<u>Brent Branham, Deputy City Manager</u>	_____	_____	_____
e.)	<u>Sandra Zamora, CPM, Director of P&C</u>	_____	_____	_____

8. Staff Recommendation: Approval of Change Order No.5 for the Bentsen Road Paving Improvements Project from Pecan Boulevard to 3 Mile Line Road in the amount of \$ 105,000.00 including 15 additional working days, for a total revised amount of \$ 5,298,407.59 and 206 working days.

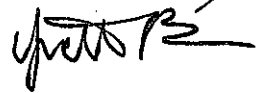
9. Advisory Board: Approved Disapproved None

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

To: Mike R. Perez, City Manager

From: Jeremy Santoscoy, PE, CFM, Transportation Engineer 

Through: Yvette Barrera, PE, CFM, City Engineer 

Date: January 21, 2013

Subject: Change Order No.5 - Bentsen Road Paving Improvements from Pecan Boulevard to 3 Mile Line Road (Project # 12-11-C04-98)

GOAL

Consideration and approval of Change Order No.5 for Bentsen Road Paving Improvements from Pecan Boulevard to 3 Mile Line Road for IOC Company.

EXPLANATION

During construction of the Bentsen Road project, from Pecan Boulevard to Buddy Owens, the 2012 Hidalgo County Drainage Bond Referendum was passed. As part of this drainage bond a project was proposed within the current project limits of the Bentsen Road Paving contract. This project would add a parallel 10 foot by 10 foot drainage box culvert next to the existing box culvert at the Mission Lateral. Hidalgo County Drainage District No.1 (HCDD#1) requested coordination with the contractor for pricing so that boxes could be constructed prior to paving final lifts of asphalt on roadway. The interlocal agreement has been provided for your consideration through a separate agenda item. A price of \$105,000.00 was received from the contractor for installation of the parallel box culvert with the County providing box culvert material. This additional work has been verbally approved by Drainage District and is pending approval of the Interlocal Agreement. The box culvert construction would be 100% reimbursed by HCDD#1 and would extend contract time by an additional 15 days.

Attached is a breakdown for your review.

OPTIONS

Approve or reject Change Order No.5.

RECOMMENDATION

Based on review by this office, staff recommends approval of Change Order No. 5 for the Bentsen Road Paving Improvements Project from Pecan Boulevard to 3 Mile Line Road in the amount of \$105,000.00 and an additional 15 days, for a total revised contract amount of \$ 5,298,407.59 and 206 working days, subject to Interlocal Agreement approval.

BENTSEN ROAD CITY OF MCALLEN RCBC 10'X10'

IOC COMPANY, LLC

PO BOX 4737

EDINBURG, TX 78540

Contact: OSCAR CUELLAR

Phone: 956-380-2897

Fax: 956-380-4085

Quote To:

CITY OF MCALLEN

ATTN: JEREMY SANTOSCOY

Phone:

956-681-1150

Fax:

JOB NO 121204B

Job Name:

Date of Plans:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	RCBC 10'X10'	150.00	LF	700.00	105,000.00
2	HEADWALL (HW 10')	2.00	EA	25,000.00	50,000.00
GRAND TOTAL					\$155,000.00

NOTES:

PRICE EXCLUDES:

RCBC 10'X10' CONCRETE BOXES

IOC REQUESTS 15 DAY FOR THIS ADDITIONAL WORK. *SC*

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

3E
1/18/13
1/28/13

1 Agenda Item: Consideration of request to contract with OverDrive for e-content.

2 Party Making Request: LIBRARY

3 Nature of Request: (Brief Overview) Attachments: X Yes No
Request to approve contract with OverDrive for leased e-books and e-audiobooks in the
amount of \$15,000.00. [\$7,500 of the contract fee will be credited to the library for e-content.]
For Fiscal Year 2012-13, the library has budgeted \$50,000.00 for additional e-content.

4 Policy Implication: Need City Commission Approval.

5 Budgeted: X Yes No N/A

Budgeted Amount: \$15,000.00

6 Alternate option costs: N/A

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
a) <u>Kate Horan, Library Director</u>	<u>KH</u>	<u>1/10/2013</u>	<u> </u>
b) <u>Brent Branham, Deputy City Manager</u>	<u> </u>	<u> </u>	<u> </u>

8 Staff Recommendation: Approve contract with OverDrive.

9 Advisory Board: X Approved Disapproved None

10 City Attorney: KP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None

Memo

To: Mike R. Perez, City Manager
From: Kate P. Horan, Library Director
CC: Brent Branham, Deputy City Manager
Date: January 18, 2013
Re: Authorize E-book Contract Renewal with OverDrive

Goal: To authorize renewal of contract with OverDrive for leased e-books and e-audiobooks

Brief Explanation: OverDrive is the leading provider of e-books and e-audiobooks to public, corporate and school libraries worldwide. E-content is leased and maintained by OverDrive on the library's website in a portal designed for ease of browsing by the user. The contract is renewed annually and allows for e-content to be added through OverDrive to the collection. The library has budgeted \$50,000.00 in FY 2012-13 for additional e-content.

Options

- 1) Authorize contract with OverDrive to maintain current e-content and add to e-content collection.
- 2) Decline contract authorization with a loss of previously leased e-content.

Recommendation

Staff recommends the Authorization of the contract with OverDrive.

**Digital Library Reserve
Content Service Plan
Application Services Agreement**

1. INTRODUCTION

This Agreement is made and entered into this 26th day of May 2011 by and between OverDrive, Inc., (hereinafter referred to as "OverDrive"), a Delaware corporation, Valley Tech Center, 8555 Sweet Valley Drive, Suite N, Cleveland, OH 44125 USA and the following company, person, or entity (hereinafter referred to as "Library"):

Library Name: McAllen Memorial Library

Virtual Branch Name:

Library's Primary Contact: Kathleen Horan

Address: 601 North Main Street, McAllen, Texas 78501

Phone: 956-688-3300

Email Address: khoran@mcallen.net

Attached and incorporated in this Agreement are the following Schedules:

- Schedule "A-1" – Digital Library Reserve Application Services and Fee Schedule
- Schedule "A-2" – Digital Library Reserve Content Service Plan Fee Schedule
- Schedule "B" – Digital Library Reserve and Library Website Guidelines

WHEREAS, OverDrive is a provider of digital book technology and services including those related to the management and copyright protection of content in eBook, audio book, and multimedia in digital formats; and,

WHEREAS Library is seeking to utilize as part of its operation certain outsourced software and website services for the aggregation, management, copyright protection and distribution of Digital Products and related services; and,

WHEREAS Library seeks to license the use of and deploy software products, technology and services including those licensed to OverDrive by Microsoft® Corporation, Adobe® Systems Inc. or other vendors of Digital Rights Management ("DRM") technologies.

THEREFORE, the parties agree as follows:

2. DEFINITIONS

As used in this Agreement, the following definitions shall apply:

- 2.1 "Agreement" shall mean this Agreement between OverDrive and Library and all Schedules and attachments.
- 2.2 "Application Services" or "Application(s)" shall mean the DLR®, OverDrive®, Microsoft® Corporation, Adobe® Systems Incorporated, Adobe Benelux, B.V. and any other third party products or services identified in Schedule "A-1" attached to the Agreement.
- 2.3 "Application Services Fees" shall be the amounts payable by Library to OverDrive in accordance with the terms of this Agreement. A schedule of the current Application Services Fees is attached to this Agreement as Schedules "A-1" and "A-2".
- 2.4 "Content" or "Digital Products" shall consist of digital files and titles available for loan to Patrons at the Library Website distributed using the Application Services.

- 2.5 "Content Reserve" shall mean the Digital Product and Content distribution service operated by OverDrive which enables Library to browse, select and license rights to Digital Products for re-distribution and lending to Library Patrons.
- 2.6 "Digital Library Reserve" or "DLR" shall mean the OverDrive and integrated services utilizing OverDrive, Microsoft, Adobe or other third party software applications and services that relate to the Library Website operated by the Library for managing the Digital Products.
- 2.7 "Digital Library Reserve Guidelines" shall mean the terms and conditions of utilizing the Digital Rights Management Application Services.
- 2.8 "Effective Date" shall mean the date upon which both parties have signed the Agreement.
- 2.9 "Library" shall mean the organization or entity identified in the Introduction to this Agreement.
- 2.10 "Library Website" shall mean the Internet-based Digital Product application operated by the Library that provides Patrons access to Digital Products operated in association with the Digital Library Reserve and as a component of the Library website address (URL) designated by Library in the Introduction to this Agreement.
- 2.11 "OverDrive" shall mean: OverDrive[®], Inc., a Delaware Corporation.
- 2.12 "Patron(s)" shall mean those persons that Library authorizes to access, use, and connect to the Library Website via the Internet, and download products from or otherwise utilize the Application Services and/or access Digital Products from the Library using the Application Services.
- 2.13 "Primary Support" shall mean services provided by Library to its Patrons for its day-to-day support, technical aid, help and other assistance for Patron's use of the Library Website, Applications or for any issues arising from the use of its Library Website.
- 2.14 "Secondary Support" shall mean technical support services to be provided by OverDrive to Library including reasonable efforts to assist Library in providing Primary Support, reasonable efforts to correct, fix, or circumvent errors, and in the discretion of OverDrive, provide updates, enhancements, and new versions of the Application Services.

3. DIGITAL LIBRARY RESERVE APPLICATION SERVICES

3.1 OverDrive shall provide the Digital Library Reserve Application Services to the Library under the terms and conditions of this Agreement and the associated license agreements from its DRM or Digital Product and Content suppliers. This right is non-transferable and applies solely to the server-based operation, management and use of the Digital Library Reserve applications in unaltered, object code form. Nothing under the terms and conditions of this Agreement, including any of the Attachments and Schedules, grant any right to Library to the use of, or access to, any Application Services source code. This grant does not include any right to reproduce the Application Services, to distribute copies or versions of any modules of the Application Services to any third parties including its Patrons, or to make and/or sell variations or derivative works of the Application Services. Library shall be permitted to customize portions of the Application Services specifically the patron-facing User Interface on its website or otherwise to custom integrate the Application Services into its operational offerings. Sole ownership of copyrights and other intellectual and proprietary rights to the Application Services shall remain solely with OverDrive or its suppliers.

3.2 Library assumes responsibility for providing a suitable network and Internet system for integration of Application Services into Library's website or other systems. All parties acknowledge that any expenditures or commitments are made at the risk of the party making such expenditures or commitments. Library agrees that it shall be responsible for its own expenses and costs under this Agreement and that OverDrive shall have no obligation to reimburse Library for any expenses or costs incurred by Library in the preparation, systems integration, use of the Application Services, or for any performance of Library's duties hereunder. Specifically, DLR integrates with Library's patron authentication system using SIP2 or similar protocol. Library shall, at its own expense, purchase a SIP2 license, or use an existing such license if available.

3.3 OverDrive will create and implement a Library Website for Library's use of the Application Services as detailed in Schedule "A-1" that will include search function (by title category, author, keyword), multiple categories with multiple listing option, auditing and reporting functions and access to a protected web portal to manage the Library's catalog of Digital Product and Content files. Subject to OverDrive's approval, which shall not be unreasonably withheld, OverDrive will incorporate the Library's name, logos and trademarks in accordance with design suggestions as provided by Library. Library will have the ability to manage and promote Digital Products from a password protected Digital Library Reserve administrative web portal.

3.4 OverDrive may include Library logos and colors on the Library Website. OverDrive reserves the right to display its branding, trademarks, logos, and/or other third party marketing or promotional materials related to the Application Services on the Library Website. OverDrive will implement an inventory data feed from Content Reserve to the Digital Library Reserve inventory management system to permit Library to browse, select and license rights to Digital Products in supported formats and as permitted by OverDrive's publishers and suppliers. OverDrive will create the appropriate download links from the Library's Website for the secure delivery of Content to authorized Library Patrons. All Content available at the Library Website shall have at least a seven (7) day lending period, or other minimum lending period as otherwise required by suppliers or publishers of Content.

3.5 Digital Library Reserve is for remote use only (outside of the Library). Without the use of OverDrive Download Station software, Patrons and all other users of DLR cannot download Digital Content to any Library computers or devices. OverDrive Download Station software licenses are available for an additional fee.

4. FEES AND PAYMENT

4.1 Schedules "A-1" and "A-2" shall serve as written purchase orders for the Application Services Library seeks to have OverDrive configure and operate under this Agreement. Library shall make payment of applicable fees and or deposits based on the terms and conditions of Schedules "A-1" and "A-2". Library shall make payments to OverDrive in U.S. funds within thirty (30) days of presentation of invoice. OverDrive shall have sole discretion to approve any and all libraries that seek to participate in the DLR service with the organization or entity identified in the Introduction to the Agreement, as well as establish any other terms and conditions related to such expansion.

4.2 Under the terms of this Agreement, Library shall receive an Annual Content Collection Credit of Seven Thousand and Five Hundred Dollars (\$7,500 USD) (at suggested list price) toward the selection of digital titles. Anytime during the term of this Agreement Library may select additional titles and material subject to standard terms and pricing. Library shall make payments to OverDrive in U.S. funds for Content selections within thirty (30) days of presentation of invoice.

4.3 The payment obligations stated in this Section 4 are exclusive of any federal, state, municipal or other governmental taxes, sales taxes, duties, excise taxes or tariffs now or hereafter imposed on the production, storage, sale, transportation, import, export, licensing or use of the Application Services or for operation or sales activity of the Library Website. Such charges, shall be paid by Library or, in lieu of payment of any tax, Library shall provide an exemption certificate acceptable to OverDrive and the applicable authority.

5. COPYRIGHT PROTECTION, PATRON AUTHENTICATION AND DATA SECURITY

During the Agreement Term and any renewal periods, Library will reasonably cooperate with OverDrive to achieve OverDrive's and its Publishers' and suppliers' objectives of protecting certain intellectual property interests relating to OverDrive supplied Digital Products and Content. The Library shall establish policies and procedures to abide by the Digital Library Reserve Guidelines as described in the attached Schedule "B". Library shall provide OverDrive access to a test Patron account for purposes of validating the system's performance relating to the Application Services. Library will reasonably cooperate with OverDrive to correct or adjust systems as may be required to compensate for any errors or omissions disclosed by such test. Any such test will be conducted by OverDrive at its own expense and during regular business hours and in such a manner as not to interfere with Library's normal activities. Nothing in this Section shall entitle OverDrive to any Patron data or information relating to the identity of Patrons accessing any components of the Application Services.

6. RESPONSIBILITIES OF LIBRARY

6.1 Library will assign personnel with appropriate skills and expertise in computer, data processing, and related services to enable operation of the Application Services and the Library Website and to provide Primary Support. Library will use reasonable efforts to operate its Digital Library Reserve and Library Website in compliance with the terms of this Agreement and all Schedules. Upon launch of the service, Library shall include a direct hyperlink and/or logo to the DLR service from Library's home page. Such link or logo shall be featured no less prominently than other electronic resources including but not limited to NetLibrary, Recorded Books and Ingram.

6.2 With the exception of the Application Services configured and hosted by OverDrive, Library is solely responsible for all aspects of catalog integration, operation, training, support and/or maintenance necessary for the operation of the Library Website. Library shall keep its Digital Library Reserve Account information current and alert OverDrive of any changes in its operation of its Library Website including but not limited to changes of personnel. Library will use reasonable efforts to ensure that information or data relevant to the operation of the Library Website will be treated as required by applicable law and reasonable and customary commercial practices.

6.3 Library agrees to perform Primary Support for Patrons using its Library Website. Library will perform requested installation, upgrade, and reasonable technical services for Primary Support of the Application Services pursuant to installation and support procedures and policies as developed by OverDrive and as modified from time-to-time. OverDrive will provide Library with documentation regarding Primary Support and OverDrive support personnel will be available for Secondary Support by e-mail and phone.

6.4 Library will, upon request, promptly cooperate with OverDrive by completing forms, reports, or checklists as OverDrive may require its Library's to complete as part of an installation, upgrade or provision of the Primary Support of the Application Services. Library shall identify and promptly inform OverDrive of any design or programming errors or omissions in the Application Services, of which it becomes aware.

6.5 Library represents and agrees that it will not make any representations or create any warranties, expressed or implied, concerning the DLR Application Services products. Library will take reasonable steps to insure that its employees, agents, and others under its direction, abide by the terms and conditions of this provision and this Agreement.

6.6 Library shall at its own expense comply with all applicable laws, ordinances, rules and regulations, and Library shall obtain any and all permits, licenses, authorization, and/or certificates that may be required in any jurisdiction or any regulatory or administrative agency in connection with the use and/or operations of the Application Services. Regardless of any disclosure made by Library to OverDrive of an ultimate destination for users of the Application Services, Library agrees not to export either directly or indirectly any Application Services or system incorporating such Application Services without first obtaining a license to export or re-export from the United States Government, as may be required and to comply with the United States Government export regulations, as applicable.

7. OVERDRIVE'S OBLIGATIONS

OverDrive will create a Library Website that will be in compliance with the requirements listed in the attachments. As part of the Application Services OverDrive will either implement the required services directly or oversee the necessary procedures to assure compliance with the Digital Library Reserve guidelines. OverDrive will use reasonable efforts to make the Application Services perform substantially in accordance with the product description, as it may exist from time to time. However, Library acknowledges that inevitably some errors may exist in the Application Services, and the presence of such errors shall not be a breach of this provision. OverDrive's sole obligation with regard to such errors shall be to use commercially reasonable efforts to correct such errors and provide Secondary Support as stated in this Agreement. Such services will be provided by phone or email. Such services will be provided at such times as are mutually agreed upon by the parties.

8. OVERDRIVE'S OPTION TO MODIFY OR DISCONTINUE APPLICATION SERVICES

8.1 OverDrive has the right, at any time, to make such modifications to the Application Services as it sees fit to the operation, performance, or functionality of the Application Services or as required by OverDrive's suppliers.

8.2 OverDrive has the right, at any time, to discontinue distribution of any or all Application Services or versions of Application Services, to remove supported Application Services or versions of supported Application Services from OverDrive's supported Application Services list, or to discontinue support, maintenance, or the provision of new versions, updates, or corrections for any Application Services or for any version or for any hardware or Application Services platform or operating system. If such a discontinuance of distribution of the Application Services or of support, maintenance or the provision of new versions, updates, or corrections materially impairs the value of this Agreement to Library, Library shall have the option to terminate this Agreement and receive a pro-rata refund of any Application Service Fees paid; such option to terminate shall expire after sixty (60) days from the date notice of impairment is given.

9. WARRANTY

9.1 OverDrive represents and warrants to Library that it has the necessary rights to enter into this Agreement and that it has the necessary ownership and intellectual property rights and licenses to the Application Services to grant the licenses herein. OverDrive warrants that the Application Services will operate as intended if properly used by Library and Patron. If any errors are discovered, Library shall promptly notify OverDrive in writing as to the description of the problem, whereupon OverDrive shall use reasonable efforts to correct such problems within a reasonable time thereafter. Corrections will be provided to Library with instructions for implementation. The remedies set forth in this Agreement shall be Library's sole remedies for breach of this Agreement.

9.2 THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE RIGHTS AND REMEDIES GRANTED TO LIBRARY AND ITS PATRONS UNDER THIS PARAGRAPH CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF LIBRARY AND LIBRARY'S PATRONS AGAINST OVERDRIVE FOR BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR FOR ANY ERRORS OR DEFECTS IN THE APPLICATION SERVICES. IN NO EVENT SHALL OVERDRIVE OR ITS SUPPLIERS BE LIABLE TO LIBRARY OR LIBRARY'S PATRONS FOR ANY DAMAGES ARISING FROM OR RELATED TO FAILURE OR INTERRUPTION OF THE APPLICATION SERVICES, OR FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFIT OR OPPORTUNITY, LOSS OF USE OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSE, TRANSFER OR USE OF THE APPLICATION SERVICES. IN NO EVENT SHALL OVERDRIVE'S LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT RECEIVED BY OVERDRIVE UNDER THIS AGREEMENT.

10. INDEMNIFICATION

10.1 OverDrive agrees to indemnify Library against liability and expense, including reasonable attorney fees, arising from any breach of OverDrive's warranty that it has the required rights to the Application Services and that the Application Services does not infringe any ownership or intellectual property right of a third party, provided that OverDrive: (i) is notified immediately after Library receives notice of such claim; (ii) is solely in charge of the defense of and any settlement negotiations with respect to such claim; (iii) received Library's cooperation in the defense or settlement of such claim; (iv) has the right, upon either the occurrence of or the likelihood (in the opinion of OverDrive) of the occurrence of a finding of infringement, either to procure for Library the right to continue use of the Application Services, or to replace the relevant portions of the Application Services with other equivalent, non-infringing portions. If OverDrive is unable to accomplish either of the options set forth in (iv) above, at OverDrive's option OverDrive shall either remove the portion of the Application Services in issue and refund to Library the value of such portion, or remove the entire Application Services and refund to Library the entire amount paid pro-rata under this Agreement as it relates to the incident that gave rise to the claim.

10.2 OverDrive shall have no obligation to Library to defend or satisfy any claims made against Library that arise from use, marketing, licensing, or disposition of the Application Software by Library other than as permitted by this Agreement. OverDrive shall not be responsible to indemnify Library for claims arising from the use or license of third party software including DRM where OverDrive is not afforded such corresponding indemnification from said third party vendor. In the event a claim arises from use of non-OverDrive technology, where the vendor of such product or technology does not indemnify OverDrive, then OverDrive is not liable to extend indemnification under this section to Library for any such claims.

11. TERM AND TERMINATION

11.1 Unless sooner terminated in accordance with the relevant provisions of this Agreement, the initial term of this Agreement shall be for one (1) year from the Effective Date. The Agreement shall automatically renew for successive terms of twenty four (24) months unless either party provides written notice of intention not to renew ninety (90) days prior to the expiration of the then current term.

11.2 In the event of a filing by or against either party of a petition for relief under the United States Bankruptcy Code or any similar petition under the insolvency laws of any jurisdiction, where such filing is not dismissed within thirty (30) days after the date of the filing, or should Library discontinue the operations relevant to this Agreement, then the other party may immediately terminate this Agreement upon written notice.

11.3 In addition to provisions authorizing termination hereunder, either party shall have the right to terminate this Agreement as a result of a material breach of the Agreement by the other party that is not cured within thirty (30) days after written notice of such breach.

11.4 Upon termination of this Agreement, and except as otherwise provided in this Agreement, the license granted to Library by this Agreement shall be terminated immediately; Library shall make no further use of all or any part of the Application Services, Content or any confidential information received from OverDrive.

11.5 The provisions of this Agreement concerning confidential information and indemnification shall survive the termination and/or expiration of this Agreement, and termination shall not relieve either party of the obligation to pay any amount due to the other.

12. GENERAL PROVISIONS

12.1 **Independent Contractor.** OverDrive and Library are independent contractors under this Agreement and nothing in this Agreement authorizes either party to act as a legal representative or agent of the other for any purpose. It is expressly understood that this Agreement does not establish a franchise relationship, partnership, principal-agent relationship, or joint venture. Neither party shall have the power to bind the other with respect to any obligation to any third party. Each party is solely responsible for its employees, including terms of employment, wages, hours, required insurance, and daily direction and control.

12.2 **Confidential Information.** Both OverDrive and Library acknowledge that each will receive confidential information from the other relating to technical, Application Services and operational affairs of the other. Each party agrees that all confidential information of the other party shall be held in confidence and shall not be disclosed, notwithstanding any laws and regulations permitting public access to documents and information that are considered public.

12.3 **Announcements.** OverDrive and Library may issue, at a mutually agreed upon time and in a mutually agreed upon form, a public announcement relating to this Agreement. OverDrive and Library will each give the other party the opportunity to review and approve, in advance of its issuance, any public announcement or publicity relating to this Agreement or any aspect of the parties' relationship hereunder.

12.4 **No Exclusivity.** This Agreement is not exclusive and does not impose any obligation on either party with respect to competing relationships or opportunities.

12.5 **No Waiver.** The failure of either party to exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other term of the Agreement.

12.6 **Notice.** All notices, requests, demands or other communications required to be given pursuant to the Agreement shall be in writing and shall be deemed to have been given, if sent by U.S. mail, registered or certified mail, return receipt requested, postage prepaid, addressed to the parties at their place of business or to such other addresses as the parties direct in writing. Notice to OverDrive shall be addressed to OverDrive at the address provided in the Introduction, Attention: President or to such person or to such address as OverDrive may designate. Notice to Library shall be

addressed to the address for Library in the Introduction to this Agreement, Attention to the individual signing on behalf of Library or to such person or to such address as Library may designate.

12.7 Force Majeure. Neither party shall be deemed in fault of this Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies, or any other causes beyond the control of such party provided that such party gives the other written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof and uses its best efforts to cure the delay. In the event of such Force Majeure, the time of performance or cure shall be extended for a period equal to the duration of the Force Majeure but in no event shall exceed three (3) months.

12.8 Assignment. OverDrive may assign this Agreement. This Agreement may not be assigned by Library, nor any duty hereunder be delegated by Library without the prior written consent of OverDrive. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.

12.9 Limitations of Liability. In the event of failure of either party to fulfill any of its obligations hereunder, the initial remedy of the other party under this Agreement shall be to request performance of such obligation. If such performance is not rendered, the other party may terminate the Agreement pursuant to Paragraph 11.3, and where appropriate, bring an action for any moneys due and payable hereunder for services rendered. However, either party shall be entitled to enforce its rights regarding patents, copyrights, trademarks, or trade names, by any appropriate action, including actions for damages and equitable relief.

12.10 Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information, use of OverDrive's and/or DLR's trademarks, copyright, and other intellectual property rights, and/or Non-competition, will not be adequate for OverDrive's protection, and accordingly OverDrive shall have the right to obtain, in addition to any other relief and remedies available to it, injunctive relief to enforce the provisions of this Agreement.

12.11 Severability. In the event that a court of competent jurisdiction determines that any portion of the Agreement is unenforceable, void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such invalid provisions were deleted.

12.12 All Disputes Arising From the Agreement. This Agreement shall be governed by the laws of the State of Ohio, without regard to any conflict of laws principles. Any dispute regarding this Agreement, the Agreement formation or the relationship that has been established by this Agreement shall be brought in the state or federal courts residing in the State of Ohio, United States of America, and the local laws of Ohio will apply to any such action related to the above without regard to any conflicts of laws principles. Any legal action brought concerning this Agreement or any dispute hereunder, including but not limited to an action to enforce or challenge an arbitration award, shall be brought only in the courts of the State of Ohio, USA, in the County of Cuyahoga, or in the federal courts located in such state (and county). Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names OverDrive as a party, Library agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise take any and all reasonable actions to achieve OverDrive's objectives of this provision.

12.13 Entire Agreement. This Agreement constitutes the entire Agreement and understanding of the parties and supersedes all prior and contemporaneous Agreements, understandings, negotiations and proposals, oral or written. Section headings are provided for convenience purposes only and do not provide any modifications or substantive meaning to the terms and conditions of this Agreement. This Agreement may be amended or modified only by a subsequent Agreement in writing signed by each of the parties and may not be modified by course of conduct.

12.14 Binding. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors. In the event OverDrive enters into an agreement to sell substantially all the assets of OverDrive, this agreement shall be binding upon the purchaser.

[signature page follows]

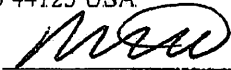
OverDrive, Inc.

("OverDrive")

8555 Sweet Valley Drive, Suite N

Cleveland, Ohio 44125 USA.

By (signature):



Name (Print):

Michael J. VanTuyl

Title:

CFD

Date:

5/27/11

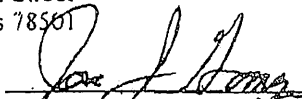
McAllen Memorial Library

("Library")

601 North Main Street

McAllen, Texas 78501

By (signature):



Name (Print):

Jose A. Gomez

Title:

Library Director

Date:

5-26-11

Schedule "A-1"
Digital Library Reserve
Application Service and License Fee Schedule - (Content Service Plan)

The following modules comprise Digital Library Reserve library services for library administration of a circulating digital content collection. All prices are in USD.

Application Service	Service Information	Setup and Configuration Fee	Application License and Hosting Fee
Digital Library Reserve Server (DLR-S)	DLR is the digital content repository and database established for each library. Included is support for delivery and fulfillment of Adobe software compatible with DRM-protected eBooks, Mobipocket PDA titles, and digital audio books. Includes associated copyright protection services (DRM). Included with this fee are all third party software and technology licenses. Services are hosted at the secure DLR hosting center. Access to library-managed services is accomplished via secure admin web services. The library utilizes a PC, Internet connection and Web browser (Internet Explorer 5.5 or higher) to administer its digital collection. No additional hardware or software is required by library.	Per Schedule A-2	Per Schedule A-2
DLR Patron Website (DLR-PW)	This is the patron facing website that incorporates the library's look-and-feel. The Patron Website is a complete digital book center providing browsing, searching, promotional and checkout services for patrons to explore and download digital media to their own PC or mobile devices.	Included	
DLR Content Reserve Collection Access (DLR-CRCA)	This module enables the library collection staff to administer approval plans and development profiles to aid in building its digital content collection from Digital Library Reserve. Each account has access to digital media from leading publishers. Digital Library Reserve offers a large collection of best-selling popular, academic, business and educational titles.	Included	
DLR Patron Authentication Integration (DLR-PAI)	OverDrive personnel will work with library automation personnel to integrate its existing patron authentication system. Will support present library card, student ID, or other authentication to insure access of titles is limited to library patrons.	Initial integration of one ILS included	Subsequent integrations may be subject to additional fees
DLR OPAC Record Integration (DLR-OPAC)	OverDrive will assist Library to coordinate access to MARC records for integration into the library catalog for patron searching and direct access to eBook and audio book titles. Included in the record will be a direct link for patrons to view the eBook and audio book title and status for lending. MARC records are available for purchase by Library from OCLC.	MARC Records available for purchase from OCLC	
DLR Open Content Collection (DLR-OPC)	This module permits uploading digital content from other sources into the collection. This permits direct management of supported files and setting DRM to manage copyright protection and circulation of the title. This also enables the library to acquire eBooks and other documents directly from publishers and authors.	Included	
DLR Windows® Media Server (DLR-WMS)	Support for download or streaming of copyright protected digital audio and video using Microsoft® Windows® Media Series 9 and up. * OverDrive reserves the right to limit bandwidth and impose additional hosting fee charges.	Included*	Increased bandwidth subject to additional charges

Schedule "A-2"
Digital Library Reserve
Content Service Plan Fee Schedule

1. **Annual Application License and Hosting Fee:** Library shall pay OverDrive an Annual Fee of **\$15,000**. This includes all fees for all services including the DLR System License, configuration and customization of website services, third party software licenses, hosting and maintenance of the application services, training, plus the annual credit for Digital Products. OverDrive shall submit initial invoice to Library within thirty (30) days from the Effective Date of the Agreement.
2. **Annual Content Credit:** Library shall receive an Annual Content Collection Credit of **\$7,500** toward the selection of Digital Products. Anytime during the term of this Agreement Library may select additional titles and material subject to standard terms and pricing. Library shall make payments to OverDrive in U.S. funds for Content selections within thirty (30) days of presentation of invoice.
3. **Term:** The initial term of this Agreement shall be for one (1) year from the Effective Date. The Agreement shall automatically renew for successive terms of twenty four (24) months unless either party provides written notice of intention not to renew ninety (90) days prior to the expiration of the then current term.

Schedule "B"
Digital Library Reserve and Library Website Guidelines

1. Patron Support Resources

Library will provide Primary Support for its Patrons via e-mail and/or by phone in direct support of all Patron inquiries, issues, and problems relating to the Library Website. Library will post on the Library Website OverDrive supplied Frequently Asked Questions (FAQs) and other support information and links to assist with providing Patrons with answers to frequently asked questions. Library will cooperate with OverDrive to implement practices as recommended by OverDrive to reduce the instances of Patron technical support issues.

2. Copyright Protection, Patron Authentication and Data Security

Library will take reasonable steps to prevent unwarranted intrusion into data managed or maintained by OverDrive or on behalf of Library and acquired in the course of Library's operation of Library's Application Services. This includes reasonable steps to protect its password and access to Library's administrative website for management of its Digital Library Reserve and Library Website.

For Digital Products and Content which Library acquires rights from OverDrive's Content Reserve for re-distribution and lending to Patrons, Library agrees to deploy the following practices and methods to respect the Copyright Protection and Patron Authentication terms of OverDrive's Publishers and suppliers:

- A. Library will respect and deploy the DRM protection settings as designated by Publisher that may restrict copying, sharing and/or printing.
- B. Library acknowledges that Digital Product titles selected will not entitle Library to access a copy of the title, but will enable its Library Website the right to provide download access to the title for their Patrons as fulfilled through the Application Services after the DRM services have been applied.
- C. Library is not granted any license to use titles for any "online" use, except for the display of Digital product cover art, excerpts and metadata as designated by Publisher and available from Content Reserve.
- D. Library will be allowed to loan to their patrons or "check-out" Digital Products or Content via a download link from the Library Website. Library acknowledges that all circulating Digital Products will have a predetermined period for an automatic self-expiring use period or "time-out", which shall not be less than seven (7) days or other minimum lending period as required by publishers and suppliers.
- E. A Digital Product in the Library's Website that is checked out by a Patron will not be available for another Patron to check out unless multiple copies of the title have been selected by Library, or until the expiration period of the first Patron's time period has expired.
- F. Library will take reasonable measures to ensure that only authorized Patrons of their Library have access to the Library Website for access to Digital Products or Content.
- G. Access to the Application Services shall be limited to those patrons of the Library that have the required relation to the Library to receive a library card ("Authorized Patrons"). Library shall not provide access to the Application Services to any end users who are not Authorized Patrons. Authorized Patrons shall be defined as individuals who can provide proof of residency, employment, or enrollment in school or similar institution in the Library's service area. Online library card applications and issuance, with or without any fees, that provide access to the Application Services without proof of the required library relation (as referenced in the foregoing sentence) shall not be permitted. OverDrive reserves the right to immediately terminate this Agreement if Library provides access to the Application Services to end users who are not Authorized Patrons.

3. Third Party Logo and Trademark Use Guidelines

Library acknowledges that its Library Website will utilize and rely upon third party software and technologies provided by OverDrive, Microsoft Corporation, Adobe Systems, Inc., and other technology suppliers. OverDrive shall provide to Library the applicable guidelines for utilizing the registered trademarks, logos, and software products associated with Library's operation of the Library Website. Library agrees to abide by the terms and conditions of these third party suppliers. OverDrive will provide to Library all necessary links, art, logos and instructions to permit Library to comply with this provision.

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

AGENDA ITEM 4
DATE SUBMITTED 1/21/2013
MEETING DATE 1/28/2013

1 Agenda Item: Amending Chapter 54, Article II adding Mobile Food Vendors Guidelines

2 Party Making Request: Josh Ramirez, CPM, Director of Health

3 Nature of Request: (Brief Overview) Attachments: X Yes No
Amending Chapter 54 ("Health and Sanitation"), Article II ("Food Establishments") adding Mobile Food Vendors guidelines

4 Policy Implication: Approval by City Commission

5 Budgeted: Yes No X N/A

Bid Amount:	<u> </u>	Budgeted Amount:	<u> </u>
Under Budget:	<u> </u>	Over Budget:	<u> </u>
		Amount Remaining:	<u> </u>

6 Alternate option costs:

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
a) <u>Josh Ramirez, CPM</u> <u>Director of Health</u>	<u>JR</u>	<u>1/21/2013</u>	<u>JR</u>
b) <u> </u>	<u> </u>	<u> </u>	<u> </u>

8 Staff Recommendation: Approval

9 Advisory Board: Approved Disapproved None

10 City Attorney: X Approved Disapproved None

11 Manager's Recommendation: X Approved Disapproved None



MEMO

To: Mike R. Perez, City Manager

From: Wendy L. Smith, Assistant City Manager

Date: January 11, 2013

Subject: Mobile Vending Ordinance (a.k.a. Food Trucks)

Josh Ramirez, Ike Tawil and I have worked on an ordinance amendment that would provide for a permitting process for food trucks in McAllen. The Code adopted in 1999 incorporates state law regulating mobile vending, but since the practice was disallowed in the city, the rules for application, operation and permitting will need to be adopted by the City Commission if a change is desired.

I have attached an outline of the proposed ordinance and photo examples of the types of mobile units that would be allowed. The following conditions are proposed in the draft:

- Permits would be limited to 12 units throughout the city
- Initial permit fee would be \$150.00; annual renewals would be \$100.00
- Vending in a single-family residential zoning district would not be allowed unless authorized by the Health Director (ex. vending at a park could be allowed).
- Mobile units would not be allowed to locate within 100 feet of the primary entrance of an open and operating fixed-location Food Service Establishment.
- Mobile units would be required to have a commissary agreement with a permitted fixed-location Food Service Establishment to prepare and store food and to service sanitary facilities (by State law).
- An itinerary would be approved in the application process, but a vendor would not be able to conduct sales at a stationary location:
 - For a duration exceeding 8 hours per location per day
 - For a duration exceeding 30 minutes on any public street
 - On any public street designated in the City's thoroughfare plan as a major collector or greater
 - In a congested area where the operation impedes vehicular or pedestrian traffic
 - Between the hours of 2:00 a.m. and 6:00 a.m.

We expect to present this item to the City Commission at the second meeting in January. If you have any questions or comments, please do not hesitate to let me know.

ORDINANCE NO. 2013- _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF McALLEN TO ESTABLISH LICENSING AND OTHER REGULATORY REQUIREMENTS FOR AMBULANCE SERVICES MOBILE FOOD VENDORS OPERATING IN THE CITY; ~~CREATING THE POSITION OF PERMIT OFFICER~~; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY, AND ORDAINING OTHER PROVISIONS ~~RELATED TO THE SUBJECT MATTER HEREOF.~~

WHEREAS, several mobile food vendors currently provide mobile food vending service within the limits of the City of McAllen from time to time;

WHEREAS, in order to preserve public health, peace and safety of the citizens of the City of McAllen, Texas, the City of McAllen needs to know which mobile food vendors are currently providing mobile food vending service in the City of McAllen and to the citizens of the City of McAllen;

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of McAllen, Texas, that:

SECTION 1. The Code of Ordinances of the City of McAllen, Texas is hereby amended at Chapter 54 ("Health and Sanitation"), Article II ("Food Establishments") to read as follows:

DIVISION 5. MOBILE FOOD VENDORS

Sec. 54-51. MOBILE FOOD VENDORS

A. DEFINITIONS

1. Edible Goods may include, but are not limited to:

- a) Prepackaged food including, but not limited to candy, beverages, and ice cream.

b) Prepared food inducing, but not limited to hot dogs, deserts, and pizza.

c) On-site prepared food including, but not limited to shaved ice, sandwiches and tacos.

2. Mobile Food Vendors shall mean any business which sells edible goods from a non-stationary location within the City. The terms shall include, but not be limited to:

a) Mobile food trucks: a self-contained motorized unit selling items defined as Edible Goods.

b) Concession trailers: a vending unit which is pulled by a motorized unit and has no power to move on its own.

3. Non-refrigerated shall mean edible goods that are not required to be kept at a temperature below forty-one (41) degrees Fahrenheit according to the Federal Food and Drug Administration and the Texas Food Establishment Rules.

B. PERMIT AND APPLICATION

1. Permit: Every Mobile Food Vendor shall have a permit issued by the City to conduct business in the City. **There is a limit of 12 vending unit permits.**

2. Application: Every mobile food vendor shall apply for a permit on a form promulgated by the City. Each vending unit requires a separate permit.

3. Permit form: a complete application shall require the following information from the applicant to be considered:

a) Name of applicant

b) Legal name of business or entity

- c) State of incorporation or filing of a partnership or articles of association
- d) If applicable, copy of Charter or Articles of incorporation and current listing of the directors, partners, or principles
- e) Sales tax number with a copy of sales tax permit
- f) Signed permission form or provide notarize affidavit from the private property owner granting permission for unit placement.
- g) Name, phone number and driver's license number of business owner
- h) Proposed itinerary with route, vending locations and times
- i) Contact name and phone number for mobile food vending unit while in route.
- j) Description of product being sold.
- k) Vehicle identification number and description of mobile food vending unit.
- l) Signed affidavit with photo identification that each individual applicant:
1. Has no unpaid civil judgments against him or her in any State of U.S. possession which arise from a business activity which would have been covered by this Section if in effect at the time in the jurisdiction where such judgments are of record
 2. A statement of all convictions in any state, the United States or U.S. possession within the last ten (10) years.

4. Permit Fee

- a) The application fee for a Mobile Food Vendor Permit shall be \$150.00. Each Mobile food vendor unit shall be permitted separately.
- b) Mobile food Vendor permits shall be valid for one (1) year from the date of permit issuance.
 - i. Upon renewal the applicant shall pay the renewal \$100.00 fee, and update any changes in the permitting documentation upon permit renewal. The applicant must submit the application and the renewal fee within thirty (30) days before expiration of the permit or must reapply as a new applicant.

5. Permit Denial -- A permit may be denied where:

- a) An applicant is found to have an unpaid civil judgment(s) against him which relates to the duties and responsibilities of the permitted occupation which shall be determined by the nature and amount of the judgment, the relationship of the judgment to the purpose of the permit and the extent that the permit would allow someone to engage in further activity that would lead to unsatisfied civil judgments, or
- b) An applicant has been convicted of a crime which directly relates to the duties and responsibilities of the licensed occupation which shall be determined by the nature and seriousness of the crime, the relationship of the crime to the purpose of the permit and the extent

that the permit would allow someone to engage in further criminal activity, or;

c) The required information is incomplete or incorrect or shows that a person is not otherwise entitled to conduct business as a Mobile Food Vendor.

d) The opportunity to issue a permit has been denied due to previous violations as described in this section.

6. Display of Permit – Every permit, including those from the City, shall be displayed at all times in a conspicuous place where it can be read by the general public on the Mobile Food Vendor’s truck or concession trailer.

7. Permit Revocation or suspension

a) A permit may be revoked upon conviction of any offense committed by an individual operating as a mobile food vendor in the City while engaged in the permitted business, or if a final conviction occurs or is found to have existed at the time of application, or if civil judgments, as set forth above, are placed or found of record against an applicant. A permit may be suspended in the event of pending charges of a crime, as set forth above, upon a magistrate’s determination of probable cause in connection with such charges.

b) A permit may be revoked for non-conformity to the application location specifications or requirements as well as to non-conformity to an approved location plan or diagram

- c) Any employee working for an applicant permitted as an employer under this section above may be denied the right to solicit under such permit, or such rights may be suspended or terminated, under the same circumstances and procedures which apply to the holder of the permit. Revocation or suspension of an employer's permit terminates all employee permits.
- d) A permit may be suspended or revoked for not complying with the requirements of this Section, or any other ordinances, or laws.

8. Appeal of Permit Revocation, Suspension, or Denial

- a) The notice of revocation, suspension, or denial of a permit shall include the procedure for appealing the suspension, revocation, or denial.
- b) If a city official revokes, suspends, or denies a mobile food vendor permit, the holder or applicant of the permit which has been revoked, suspended, or denied, shall have the right of appeal to the **City Manager or designee** by submitting an appeal in writing to the **Health** Director within ten (10) business days of the revocation, suspension, or denial.
- c) Pending action on the appeal, a permit which has been revoked or suspended shall be considered revoked or suspended.
- d) If a written appeal is not submitted within the (10) business days of revocation, suspension, or denial, or if the appeal is denied, the permit shall hence be considered revoked, suspended or denied.

9. Reapplication after Revocation, Suspension, or Denial of Permit

- a) If a Mobile Food Vendor or applicant is not in compliance with this section or any other ordinance, law or the approved vendor application, the following action will be taken:
- i. 1st violation- A warning may be issued, or the permit may be revoked or suspended and the vendor may become ineligible for a new or reissued permit for 90 consecutive days.
 - ii. 2nd violation – permit will be revoked and the vendor may become ineligible for a new or reissued permit for 90 consecutive days.
 - iii. 3rd violation – Permit will be revoked and the vendor will become ineligible for new or reissued permit for one (1) year.
 - iv. If an applicant’s permit has been denied and the appeal is denied the applicant may not reapply for 90 consecutive days.

C. ZONING AND LOCATION RESTRICTIONS

1. Distance Regulations

- i. No mobile food vendor shall conduct business within any single-family residential or agricultural zoning district unless otherwise approved in writing by the Health Director.
- ii. A mobile food vendor may not be located within one hundred (100) feet of the primary entrance of an open and operating fixed-location Food Service Establishment .

2. A mobile Food Vendor shall not conduct sales at a Stationary Location

- a) For a duration exceeding five (8) hours per location per day
- b) For a duration exceeding thirty (30) minutes on any public street.
- c) On any public street designated on the City's Through fare Plan as
_____ a Major Collector or greater.
- d) In congested areas where the operation impedes vehicular or
_____ pedestrian traffic.
- e) Between the hours of 2:00 a.m. and 6:00 a.m.

3. Location Regulations

- a) No mobile food vendor shall be located on any private
_____ property without written permission to do so and must comply if
_____ asked to leave by the property owner or City official. A copy of
_____ the written permission to operate in a specific location signed by
_____ the private property owner, shall be kept within the Mobile
_____ vending unit at all times.
- b) No person shall distribute, deposit, place, throw, scatter or cast any
_____ commercial handbill.
- c) No person shall distribute, deposit, place, throw, scatter or cast any
_____ commercial handbill upon any premises if requested by the
_____ property owner or City not to do so, or if there is placed near or at
_____ the entrance thereof a sign bearing the words "no advertisement".
- d) No person shall sell or offer for sale any item upon any premises if
_____ requested by the property owner or City official not to do so, or if

there is placed at or near the entrance thereof a sign bearing the
words “no peddlers or vendors”, “no trespassing”, or “no
solicitors.”

D. MOBILE FOOD VENDOR REQUIREMENTS

1. The following regulations shall apply to Mobile Food Vendors within any zoning
district:

- a) Mobile food establishments shall operate from a central
preparation facility or other permitted fixed food establishment
and shall report to such location for supplies and for cleaning and
servicing operations.
- b) Each unit shall be equipped with a portable trash receptacle, and
shall be responsible for proper disposal of solid waste and waste
water in the sanitation facility legally accessed by the Food Service
Establishment. All disturbed areas must be cleaned following each
stop to a minimum twenty (20) feet of the sales location.
- c) Mobile Food Vendor may not have a drive through.
- d) Mobile Food Vendor may be allowed to have multiple locations
within a day but not exceeding eight (8) hours of operations per
location.
- e) Continuous music or repetitive sounds shall not project from the
Mobile unit.
- f) A five-foot (5') clear space can be maintained around the mobile
food vending unit.

- g) The mobile unit will be subject in inspection upon permit application through the **Code Enforcement & Health Department** and the Fire Marshal, and may be subject to random inspection and upon reissuance of the permit.
- h) No sales are allowed within public park facilities while park concession units are operating.
- i) A “No Smoking” sign must be posted next to the order window or area.
- j) A tagged fire extinguisher shall be kept accessible as directed by the City Fire Marshal or designee.
- k) An extinguishing vent hood, Type 1 or other if approved by the City Fire Marshal, shall be required when the cooking process produces grease laden particles within the Mobile unit. Said hood shall require testing in the presence of a City Fire Marshal designee.

E. OFFENSES AND REGULATIONS

1. It shall be unlawful for any individual as the agent or employee of another regulated under this Section to sell edible goods in the City unless its principal or employer has received a permit under this Section.
2. A permit issued under this Section is not transferable.

3. It shall be unlawful for an individual to Sell Edible Goods while displaying a valid permit issued by the City in the name of another individual, organization, or entity.
4. It shall be unlawful for any individual directly or through an agent or employee to sell goods within the corporate limits of the City after the expiration of the permit issued by the City under this Section.
5. It shall be unlawful for an individual directly or through an agent or employee to misrepresent on the permit affidavit any acts that are regulated under this Section.
6. It shall be unlawful for any individual directly or through his agents or employees to represent that the issuance of a permit by the City constitutes the City's endorsement or approval of the product for sale.
7. It shall be unlawful to operate a mobile food vendor operation that is not in compliance with the Texas Food Establishment Rules as amended from time to time.
8. A violation of this Section is a Class C misdemeanor and shall be punished by a fine pursuant to the General Penalty set out in Chapter 1 Section 14 of this Code of Ordinances.

F. Exemptions

1. Individuals selling only non-refrigerated farm products in an unrefined state shall be considered as a Mobile Food Vendor, as defined by this ordinance, but shall be exempt from the requirements of this Section.

SECTION II: This Ordinance shall be and remain in full force and effect from and

after its passage by the Board of Commissioners, and execution by the Mayor.

SECTION III: The City Secretary of the City of McAllen is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in McAllen, Hidalgo County, Texas in accordance with the Code of Ordinances of the City of McAllen, Section 2-56. Publication of ordinances.

~~**SECTION IV:** The City Secretary of the City of McAllen is hereby authorized and directed to cause the language at Chapter 54 ("Health and Sanitation"), Article II ("Food Establishments") of the McAllen Code of Ordinances, as amended by Section I, hereinabove, to be published in the appropriate location in the said Code of Ordinances.~~

SECTION V: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

CONSIDERED, PASSED and APPROVED this ____ day of _____, 2011, at a regular meeting of the Board of Commissioners of the City of McAllen, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code, and Chapter 102 of the Texas Local Government Code.

SIGNED this ____ day _____, 2013.

CITY OF McALLEN

By: _____
Richard F. Cortez, Mayor

Attest:

Annette Villarreal, City Secretary

Approved as to form:

Kevin D. Pagan, City Attorney


PARKS &

RECREATION

interoffice

MEMORANDUM

city of mcallen

To: MIKE R. PEREZ, CITY MANAGER
From: SALLY GAVLIK, DIRECTOR 
Subject: VILLAGIO PHASE II
Date: JANUARY 21, 2013

COMMENT

GOAL:

Park access for each subdivision development.

DISCUSSION:

The Park Land Dedication Advisory Board met on January 15, 2013, to consider a request from Melden & Hunt Inc., engineer for Villagio Phase II to pay \$700 for each of the 73 dwelling units plated, totaling \$51,100 in lieu of the park land dedication requirement.

RECOMMENDATION:

The Park Land Dedication Advisory Board recommends approval of cash payment of \$700 for each of the 73 dwelling units totaling \$51,100 in lieu of dedicated parkland for Villagio Phase II Subdivision.

**CITY OF McALLEN
PARKS AND RECREATION DEPARTMENT**

SUBDIVISION REVIEW COMMITTEE

Subdivision Name: Villagio Phase II

Date Application Submitted to Planning Department: November 16, 2012

Location: ¼ mile North of Northgate Lane on the West side of Tenth Street

Bordered on the North by: Villagio Phase I / Timberhill Subdivision

Bordered on the East by: Tenth Street

Bordered on the South by: CM Card Survey (Single Family Dwelling & Brush Land)

Bordered on the West by: La Floresta Subdivision

Existing Zoning: R-1 Existing Land Use: open

Proposed Zoning: R-3T Proposed Land Use: R-3T

Total Acreage: 10.184 Required Land (Acres) Dedication: 2.396

Number of Lots: 73 Fee in Lieu of Land: \$51,100.00

Owner: Alonzo Cantu Telephone Number: 956-631-1273

Developer: Same as Owner

Contact Person: _____ Telephone Number: _____

Engineer: Melden & Hunt, Inc.

Contact Person: Fred L. Kurth Telephone Number: 956-381-0981

Is it more than 1/4 mile to the nearest park? Yes X * No X *

Is the subdivision adjacent to any of the following?: Yes _____ No X

- Dedicated or proposed parkland
- Schools (Public or Private)
- Institutions (Churches)
- Federal, State or County Property
- Easements (Gas, Irrigation or Drainage)
- Proposed or Existing Trails

Is the lot size less than 6000 square feet? Yes _____ No X

Are there more than 4 units per acre? Yes X No _____

Is this a phased development of more than 15 acres? Yes _____ No X

Are there any unique characteristics of the site? Yes X No _____

If so, what are they? Open land with streets and lights already in place

* Proposed City Park in La Floresta is less than 1/4 mile but not directly accessible by from this subdivision

RECOMMENDATION: _____ DATE: _____



TBPE Firm # F-1435

MELDREN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA

January 7, 2013

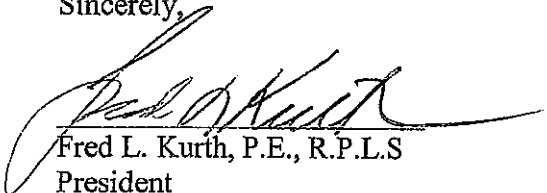
Ms. Sally Gavlik, Director of Parks
Via: Brad Bentsen, Horticulture Manager
City of McAllen-Parks and Recreation Department
P.O. Box 220
McAllen, TX 78501

RE: VILLAGIO PHASE II – PARK FEES

Dear Ms. Gavlik:

On behalf of the developer and owner of proposed Villagio Phase II, we are requesting that he be allowed to pay the park fee of \$ 51,100.00 (73 Lots x \$700) instead of land in lieu of. We appreciate your consideration on this matter. If you have any questions feel free to contact me. Thank you.

Sincerely,



Fred L. Kurth, P.E., R.P.L.S
President

Cc: Alonzo Cantu, Owner

AUTHORIZATION FORM

Alonzo Cantu, hereby authorizes Kelley Heller-Vela, P.E., Project Engineer and Fred Kurth, P.E., President of Melden and Hunt, Inc. to submit all subdivision and related paperwork for the City of McAllen regarding proposed Villagio Phase 2 being 9.186 out of Lot 13, Block 278, Texas Mexican Railway Company's Survey (Vol. 24, Pg. 168, D.R.) City of McAllen Hidalgo County, Texas

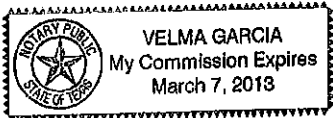
ALONZO CANTU

By: _____
ALONZO CANTU

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on November 16, 2012 by Alonzo Cantu.

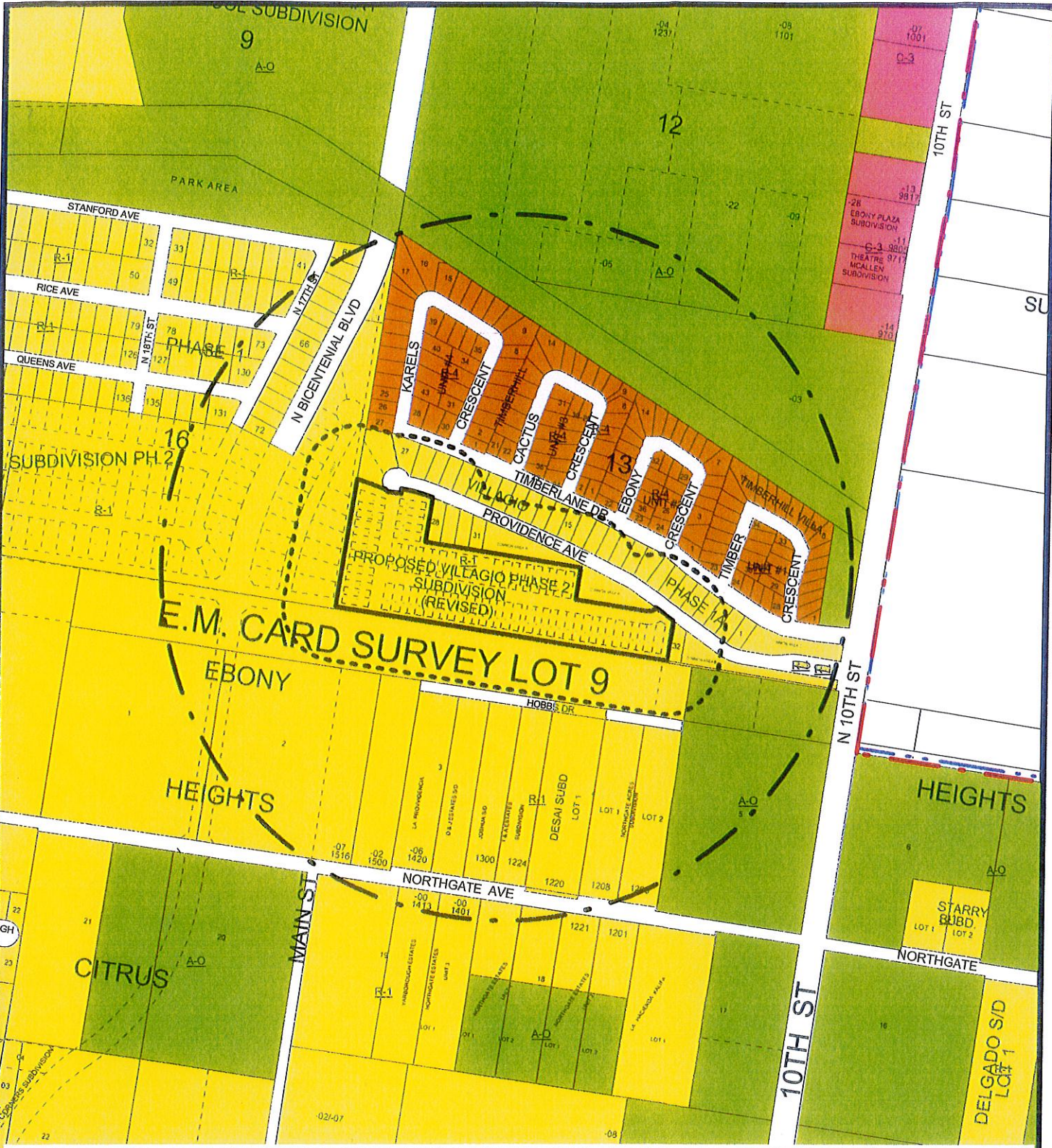


Velma Garcia
Notary Public, State of Texas

My Commission Expires:

03/07/2013

RECEIVED
NOV 16 2012
Initial: AS



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

LEGEND
SCALE: 1" = 500'



SUBJECT PROPERTY

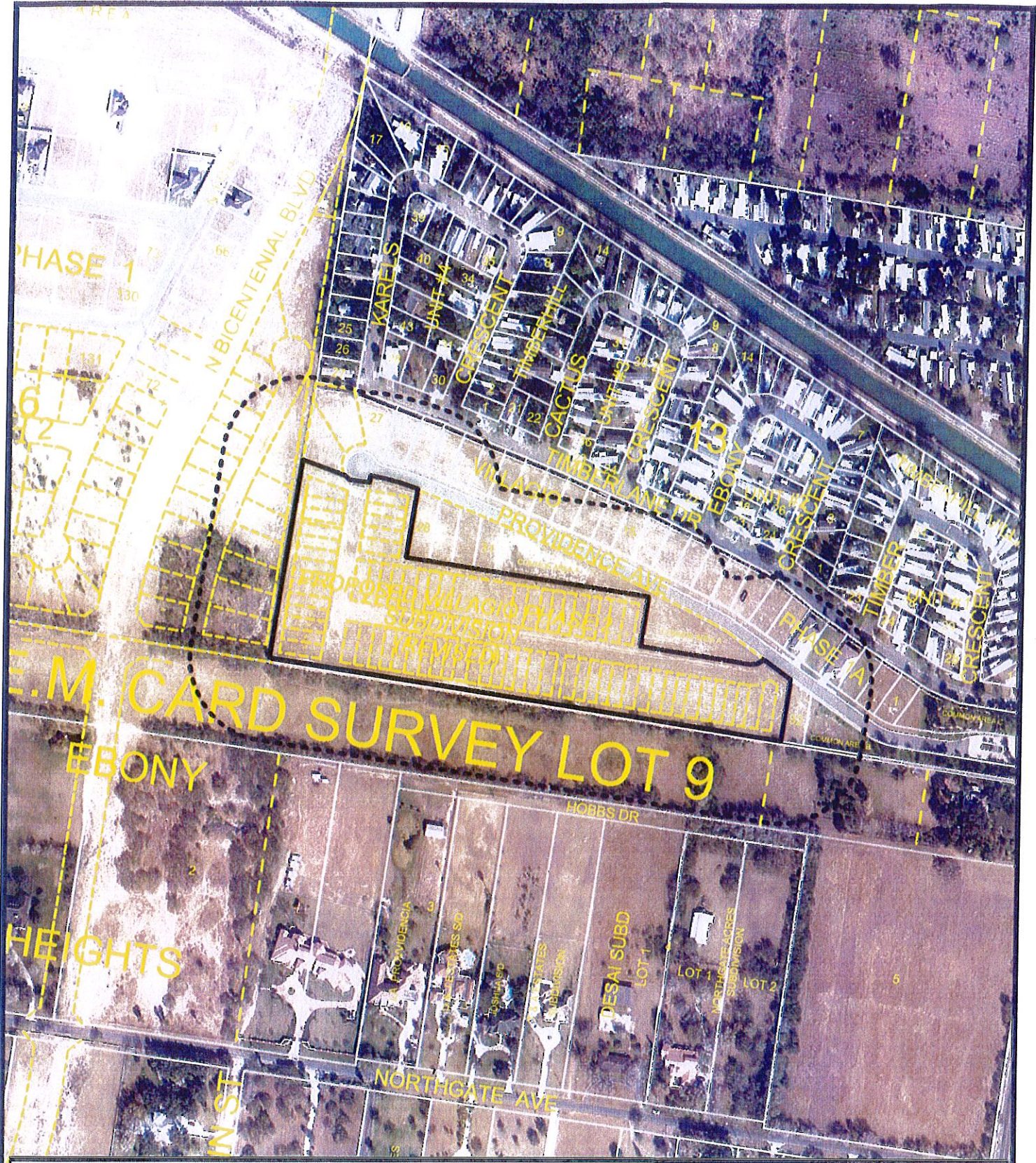
200 FT. NOTIFICATION BOUNDARY

1/4 MILE RADIUS

ZONING LEGEND

(AGRICULTURAL & OPEN SPACE)	(APARTMENTS)	(MOBILE HOMES)	(GENERAL BUSINESS)	(LIGHT INDUSTRIAL)
(SINGLE FAMILY RESIDENTIAL)	(CONDOMINIUMS)	(OFFICE BUILDING)	(LIGHT COMMERCIAL)	(HEAVY INDUSTRIAL)
(DUPLEX-FOURPLEX)	(TOWNHOUSES)	(NEIGHBORHOOD COMMERCIAL)	(COMMERCIAL INDUSTRIAL)	(SPECIAL DISTRICT)

This map is a representation of the official zoning map. For zoning verification contact the Planning Department at 956-681-1250, or select city map, at <http://www.mcalen.net>. Furthermore, this map is for informational purposes and is not prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on ground survey and represent approximate relative location of property boundaries.

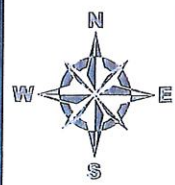


CITY OF McALLEN
 PLANNING DEPARTMENT

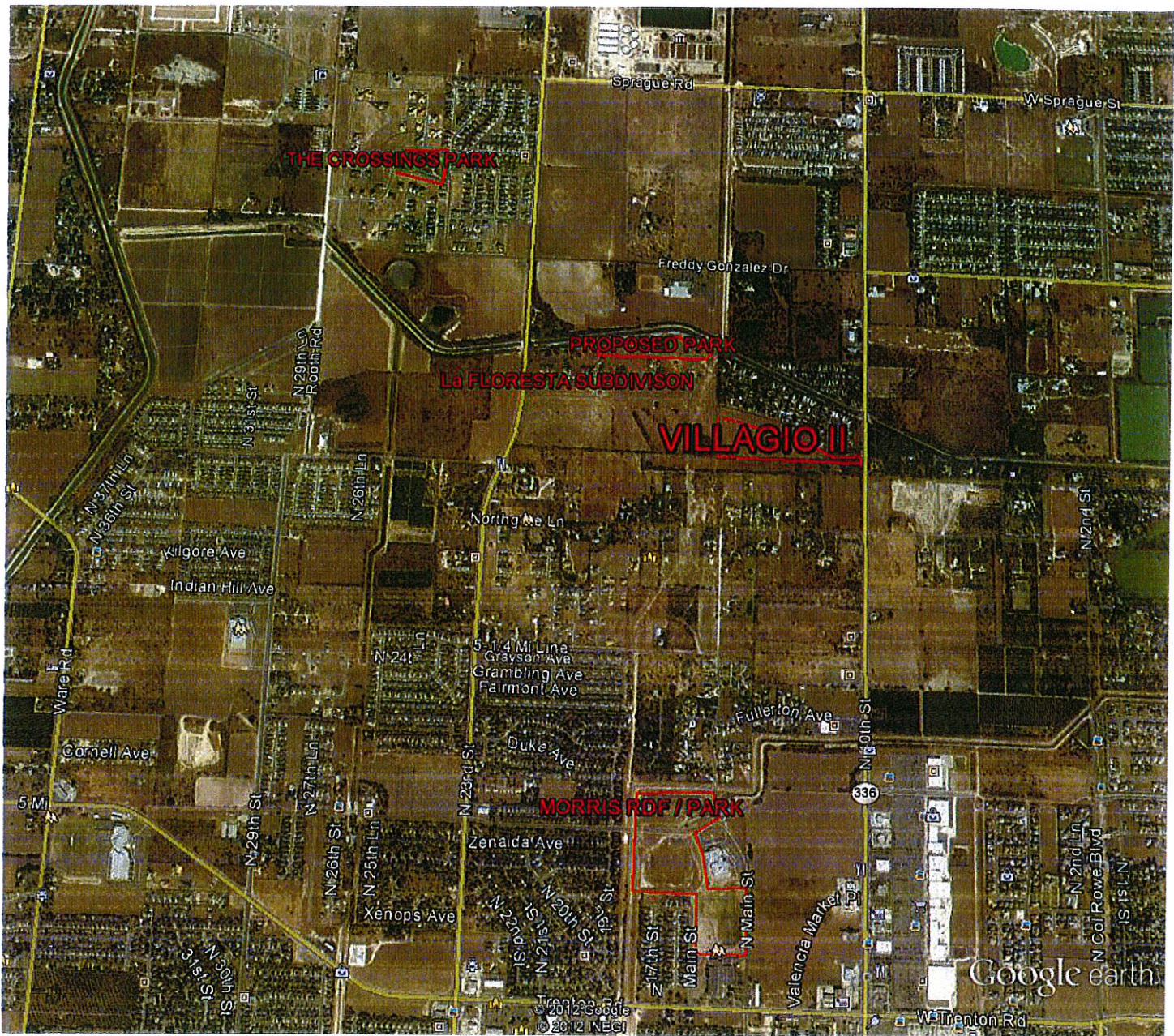
AERIAL MAP
 SCALE: N.T.S.

 SUBJECT PROPERTY

 200 FT. NOTIFICATION BOUNDARY



on ground survey and represent approximate relative location of property boundaries.



THE CROSSINGS PARK

PROPOSED PARK

La FLORESTA SUBDIVISION

VILLAGIO II

MORRIS RDF / PARK

Google earth



**CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM**

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 5B
DATE SUBMITTED 01/21/13
MEETING DATE 01/28/13

1. **Agenda Item:** Variance Request – Monte Vista Subdivision

2. **Party Making Request:** Eulalio Ramirez, P.E.

3. **Nature of Request: (Brief Overview) Attachments:** X Yes No
Variance request to the 800 ft. block length requirement, 600 ft. maximum length allowed for a cul-de-sac street, and 50 ft. lot frontage requirement; 2500 North Taylor Road.

4. **Policy Implication:** Setions 134-118 and 134-105(g) of the Subdivision Ordinance; and Section 138-356 of the Zoning Ordinance.

5. **Budgeted:** Yes No X N/A

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____

If over budget how will it be paid for: _____

6. **Alternate option/costs:** _____

7. **Routing:**

	NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)	<u> Julianne R. Rankin, </u> <u> Planning Director </u>	<u> JRR </u>	<u> 1/22/13 </u>	<u> Yes </u>
b)	_____	_____	_____	_____

8. **Staff's Recommendation:** Compliance with Ordinance

9. **Advisory Board:** X **Approved** **Disapproved** **None**
The Planning and Zoning Commission considered the requested variances at their meeting of December 18, 2012. After a lengthy discussion, the request was tabled by the board for additional information. At the Planning and Zoning Commission meeting of January 16, 2013, the item was removed from the table. There was a lengthy discussion regarding the pavement width of Highland Avenue, designation of fire lanes with no parking along the curve on Highland Avenue and the wider pavement of the cul-de-sac turn around area. Following discussion of the item, the board unanimously voted to approve the subdivision in revised preliminary form with a favorable recommendation to the City Commission for approval of the requested variances. There were five members present and voting.

10. **City Attorney:** **Approved** **Disapproved** KP **None**

11. **Manager's Recommendation:** MRP **Approved** **Disapproved** **None**
40 feet to final cul-de-sac then 32 feet to end

Memo

TO: Mike R. Perez, City Manager

FROM: Leonel Garza, III, Chairman, Planning & Zoning Commission

L.G.

DATE: January 21, 2013

SUBJECT: PROPOSED MONTE VISTA SUBDIVISION – VARIANCE REQUEST TO THE 800 FT. BLOCK LENGTH REQUIREMENT, 600 FT. MAXIMUM LENGTH ALLOWED FOR A CUL-DE-SAC STREET, AND 50 FT. LOT FRONTAGE REQUIREMENT; 2500 NORTH TAYLOR ROAD.

GOAL:

The goal for residential developments is to 1) safeguard the character of neighborhoods and improve the quality of life for their residents, and 2) encourage the development of transportation facilities that efficiently move people and goods.

BRIEF DESCRIPTION:

Monte Vista Subdivision consists of 15.25 gross acres with 38 lots proposed for single family residential use and is located on the east side of N. Taylor Road, approximately ¼ mile south of Daffodil Avenue. The property is currently vacant and was zoned R-1 (single family residential) District at the City Commission meeting on January 14, 2013. The adjacent zoning is A-O (agricultural and open space) District to the north, east and south, and R-1 (single family residential) District and R-4 (mobile home) District also to the north. The property to the west is outside city limits. Mr. Eulalio Ramirez, P.E., on behalf of the property owner, is requesting a variance to a block length greater than 800 ft. in length, a cul-de-sac street exceeding the maximum 600 ft. allowed, and 50 ft. lot frontage requirement.

The first variance is from Section 134-118 of the Subdivision Ordinance, which indicates that block lengths in subdivisions shall not exceed 800 feet. The layout of the subdivision provides for an interior street, which has a proposed length of approximately 1,100 ft. when measured from N. Taylor Road. The proposed subdivision is surrounded by a developed, private subdivision to the north, a golf course to the east and drain ditch right-of-way (ROW) to the south. Therefore, no stub out street or cross streets is proposed.

The second variance is from Section 134-105(g) of the Subdivision Ordinance, which indicates that cul-de-sac streets shall not exceed 600 ft. in length. Without the stub out street to the north and south, the cul-de-sac street has a length of approximately 1,100 feet. Similar variances have previously been approved by the City Commission subject to 40 ft. of pavement back to back; a paving width of 32 ft. is proposed by the developer.

The third variance is from Section 138-356 of the Zoning Ordinance, which indicates that the minimum lot width along the front for a single family residential district is 50 ft. wide. In addition, Section 138-368(a) of the Zoning Ordinance states that corner lots shall be at least 4 ft. wider than the minimum lot size in residential zones. The developer is requesting that Lot 6 be developed with 23.59 ft. of frontage along the portion of the cul-de-sac. They have also indicated that the house will be constructed facing south along Highland Avenue.

OPTIONS:

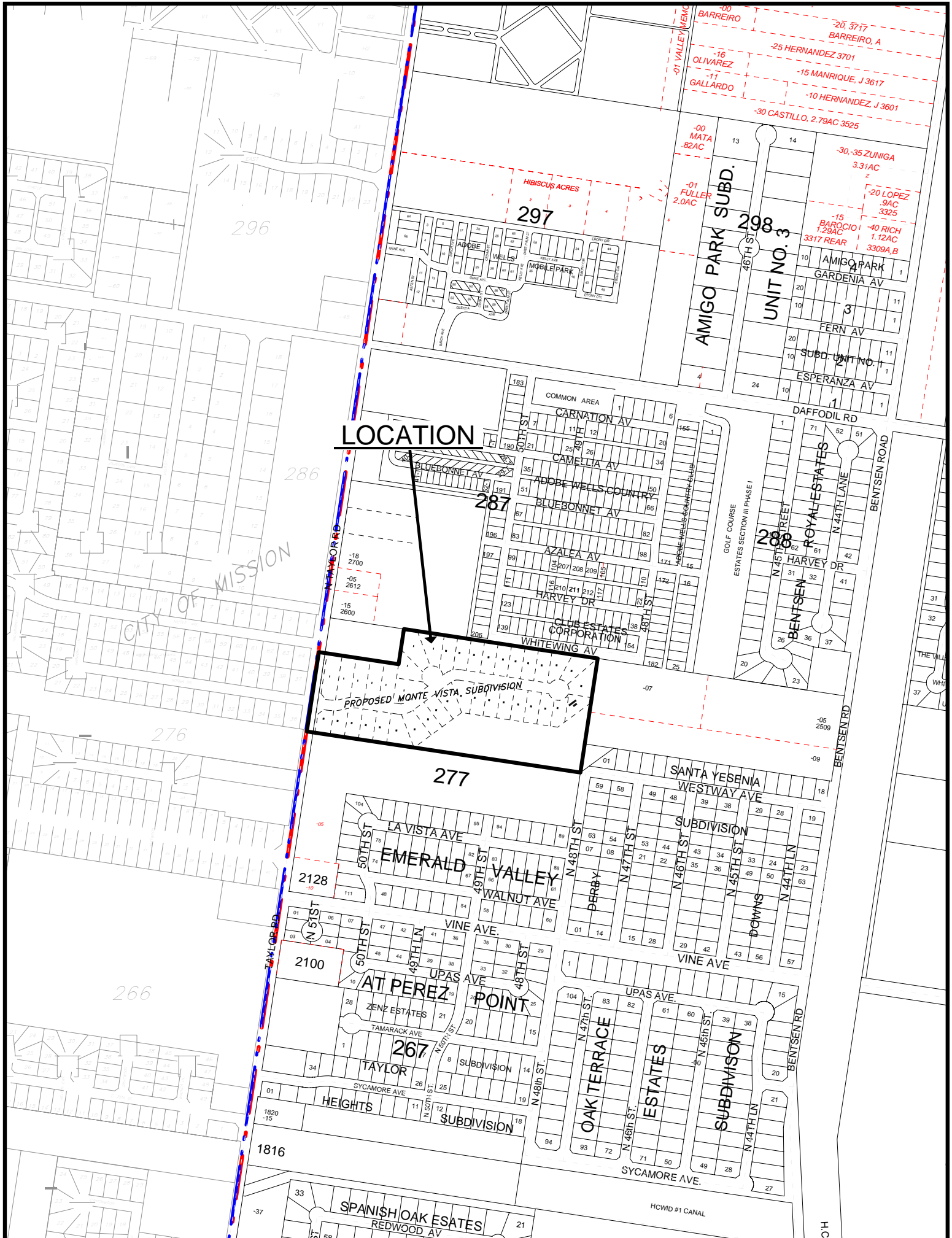
1. Approve the variance request allowing a block length greater than 800 ft.; a cul-de-sac street to exceed the 600 ft. maximum length subject to 40 ft. of pavement back to back; and allowing Lot 6 to develop with less than the minimum frontage requirement.
2. Approve the variances as requested by the developer.
3. Table the item for additional information.
4. Disapprove the variances as requested and require the stub out street to the north, which would also bring the cul-de-sac length into compliance, and revising the layout so that all lots comply with the minimum frontage requirements for single family residential use.

RECOMMENDATION:

The Planning and Zoning Commission considered the requested variances at their meeting of December 18, 2012. The project engineer and developer were present at the meeting. There was a lengthy discussion regarding the cul-de-sac street length, block length without a cross street, and secondary access requirements. Following discussion, the Planning and Zoning voted to table the item for additional information.

At the January 16, 2013 Planning and Zoning Commission meeting, the board voted to remove the item from the table. The project engineer, developer and Fire Marshal were present at the meeting. There was a lengthy discussion regarding the layout, the secondary access and Fire Department requirements with regards to the wider pavement at the cul-de-sac turn around area and the 40 ft. wide pavement along Highland Avenue. Also discussed was the option of providing a wider pavement width along the curve with the designation of fire lanes and no parking along the street.

In lieu of the 40 ft. pavement, the developer has agreed to designate certain areas of the street as fire lanes to prevent vehicles from parking on the street. Following discussion of the item, the board unanimously voted to approve the subdivision in revised preliminary form with a favorable recommendation to the City Commission for approval of the requested variances with the condition of designating fire lanes with no parking along certain areas of Highland Avenue and wider pavement at the cul-de-sac turn around area. There were five members present and voting.



LOCATION

PROPOSED MONTE VISTA SUBDIVISION

296

297

286

287

276

277

266

1816

AMIGO PARK SUBD.

UNIT NO. 3

EMERALD VALLEY

SANTA YESENIA WESTWAY AVE SUBDIVISION

TAYLOR POINT

OAK TERRACE ESTATES

ESTATES SUBDIVISION

SPANISH OAK ESATES REDWOOD AV

BARREIRO, A
-20, 3717
-25 HERNANDEZ 3701
-15 MANRIQUE, J 3617
-10 HERNANDEZ, J 3601
-30 CASTILLO, 2.79AC 3525

-00 MATA .82AC
-01 FULLER 2.0AC
-30, -35 ZUNIGA 3.31AC
-20 LOPEZ .9AC 3325
-15 BARCQIO 1.29AC 3317 REAR
-40 RICH 1.12AC 3309A,B

ADOBES WELLS COUNTRY
BLUEBONNET AV
AZALEA AV
HARVEY DR
CLUB ESTATES CORPORATION
WHITEWING AV

ROYAL ESTATES
BENTSEN
N 45TH STREET
N 44TH LANE
HARVEY DR
DAFFODIL RD

DOWN TOWN
VINE AVE
N 44TH LN
N 45TH ST
N 46TH ST
N 47TH ST
N 48TH ST

HEIGHTS SUBDIVISION
SYCAMORE AVE
N 48TH ST
N 47TH ST
N 46TH ST
N 45TH ST
N 44TH LN

HCWD #1 CANAL

SUBDIVISION PLAT OF :
MONTE VISTA SUBDIVISION

STATE OF TEXAS
COUNTY OF HIDALGO

A 15.25 ACRE TRACT OF LAND BEING A PART OR PORTION OF ABANDONED HIDALGO COUNTY DISTRICT NO. 1311 CANAL RIGHT OF WAY AND OUT OF LOT 277, JOHN H. SHAWY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1287, PAGE 676, AND GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2347785, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

I (WE), THE UNDERSIGNED (OWNERS) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE MONTE VISTA SUBDIVISION TO THE CITY OF MCALLEN, TEXAS, AND STATE AS SUBSCRIBED HERETO, EXHIBITS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC UTILITIES, CHANGING INSTALLED OR WISH I (WE) WILL CAUSE TO BE INSTALLED THEREON, SHOWN ON THIS PLAT, OR AS OTHERWISE TO BE INSTALLED OR DISPOSED HEREIN, AND THE SUBDIVISION APPROVED HERETO, ACCORDING TO THE RULES OF THE PROFESSIONAL ENGINEER, REGISTERED IN THE STATE OF TEXAS, AS SET FORTH IN THE ARTICLE HEREIN, AND THE PUBLIC INTERESTS OF THE CITY OF MCALLEN.

A 15.25 ACRE TRACT OF LAND BEING A PART OR PORTION OF ABANDONED HIDALGO COUNTY DISTRICT NO. 1311 CANAL RIGHT OF WAY AND OUT OF LOT 277, JOHN H. SHAWY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 11, PAGE 17, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1311, PAGE 476, AND GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2347785, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

CEPHALUS DEVELOPMENT, LTD.
CHRIS CHAIKIN, E. PRESIDENT,
810 W. FERGUSON,
PHOENIX, TEXAS 78577

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared _____ of the County of _____ State of _____, known to me to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, deplored that the statements therein are true and correct and acknowledged that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.



LISA A. GUENTHER - Notary Public

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MCALLEN, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY INsofar AS APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING COMMISSION _____ DATE _____

MAYOR _____ DATE _____

ATTEST: CITY SECRETARY _____ DATE _____

I, THE UNDERSIGNED, MAYOR OF THE CITY OF MCALLEN, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY INsofar AS APPROVAL IS REQUIRED.

MAYOR _____ DATE _____

ATTEST: CITY SECRETARY _____ DATE _____

THIS PLAT IS HEREBY APPROVED BY UNITED IRRIGATION DISTRICT SUBJECT TO THE CONDITIONS IF PROVISION SHALL BE MADE FOR APPROPRIATE ADJUSTMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION DELIVERY FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH FACILITIES.

DATED THIS _____ DAY OF _____, 20____.

ATTEST: SECRETARY _____ PRESIDENT _____

COUNTY OF HIDALGO
STATE OF TEXAS

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO GUANTANILLA
P.E. No. 85334

12-4-12



FILED FOR RECORD IN
ARTURO GUARRODO, JR.
HIDALGO COUNTY CLERK

ON _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

BY _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.



ALFONSO GUANTANILLA
P.L.S. No. 4558
DATE 8-6-12

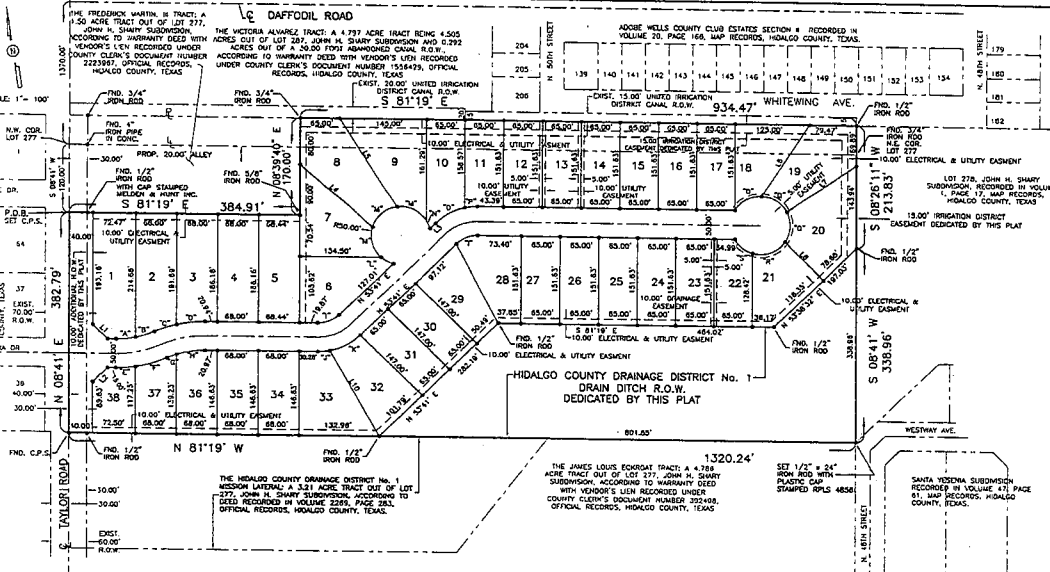
Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public

SECURITY INTEREST HOLDER
S. DAVID DUNBAR, JR.

SIGNATURE

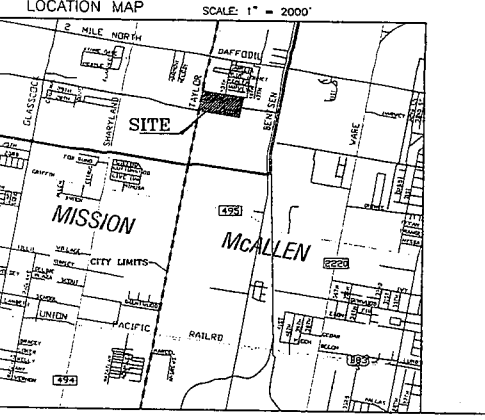
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS LAND SURVEYORS
1204 S. EDINBURG, SUITE 7833B PHOENIX, TEXAS 78533
PHONE 956-381-8480 FAX 956-381-8480
SURVEYING REGISTRATION NUMBER 10041-00 OFFICE@QHAENGINEERING.COM

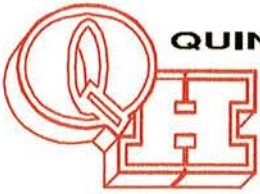


CURVE DATA table with columns for CURVE, LENGTH, ABSCISSA, DELTA, etc.

LINE DATA TABLE with columns for DISTANCE, BEARING, SCALED BEARING, etc.

- PLAT NOTES AND RESTRICTIONS: 1- FLOOD ZONE DEPOSITION... 2- AREAS OF MANUAL ELEVATION... 3- LOT AREA... 4- MANTAIN BUILDING SETBACK LINES... 5- CONFORM SIDE... 6- DISTANCE... 7- BENCHMARK... 8- MANTAIN 4 FOOT WIDE DRIVEWAY... 9- ALL IRRIGATION EXHIBITS... 10- NO UTILITY COMPANY... 11- NO IMPROVED STRUCTURE... 12- NO UTILITY COMPANY... 13- LEAST IMPROVED STRUCTURE... 14- AS 45-00' HORIZ. CURVE... 15- AS 45-00' HORIZ. CURVE...





Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

December 4, 2012

City of McAllen
Julie Rankin, Planning Director
1300 Houston Street
McAllen, TX 78501

Re: **Proposed Monte Vista Subdivision**

Dear Ms. Rankin:

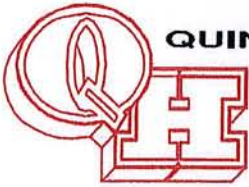
This letter is to request a variance to the following:

1. The 800 foot block length requirement for our proposed subdivision. Due to the layout of our property which has an existing drainage ditch on the south side, a private subdivision on the north side, and an existing private golf course to the east side, this was the best scenario available and therefore makes the block length greater than the 800 feet required.
2. The 600 foot cul-de-sac length requirement for our proposed subdivision. As mentioned above, our property has a drainage ditch on the south side, a private subdivision on the north side, and an existing private golf course to the east side, our cul-de-sac will exceed the 600 foot cul-de-sac length requirement. In addition, should the variance be granted, we are also requesting the paving width to remain as the standard 32' back of curb to back of curb. We are providing a wider paving section (45' radius on the paving) on the cul-de-sac as requested by the fire department and with the extra turning area for their vehicle, they will not require a secondary access.

Should you have any questions or require additional information, please do not hesitate to contact my office. Thank you.

Sincerely,

Eulalio Ramirez, P.E.



Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

December 19, 2012

City of McAllen
Julie Rankin, Planning Director
1300 Houston Street
McAllen, TX 78501

Re: **Proposed Monte Vista Subdivision**

Dear Ms. Rankin:

This letter is to request a variance to the 50 foot lot frontage requirement. On our proposed plat we have lot 6 with a lot frontage facing the cul-de-sac of 23.59 feet. Due to the irregular shape of this lot, this is considered the front. However in order to construct a house on this lot the developer has to face the front of the house to the south side of the lot which has well over the 50 foot requirement. The developer is willing to place a plat note stating that the front of this lot is on the south side. If city staff has a different solution that will not reduce the number of lots on this plat, the developer will definitely consider the proposal.

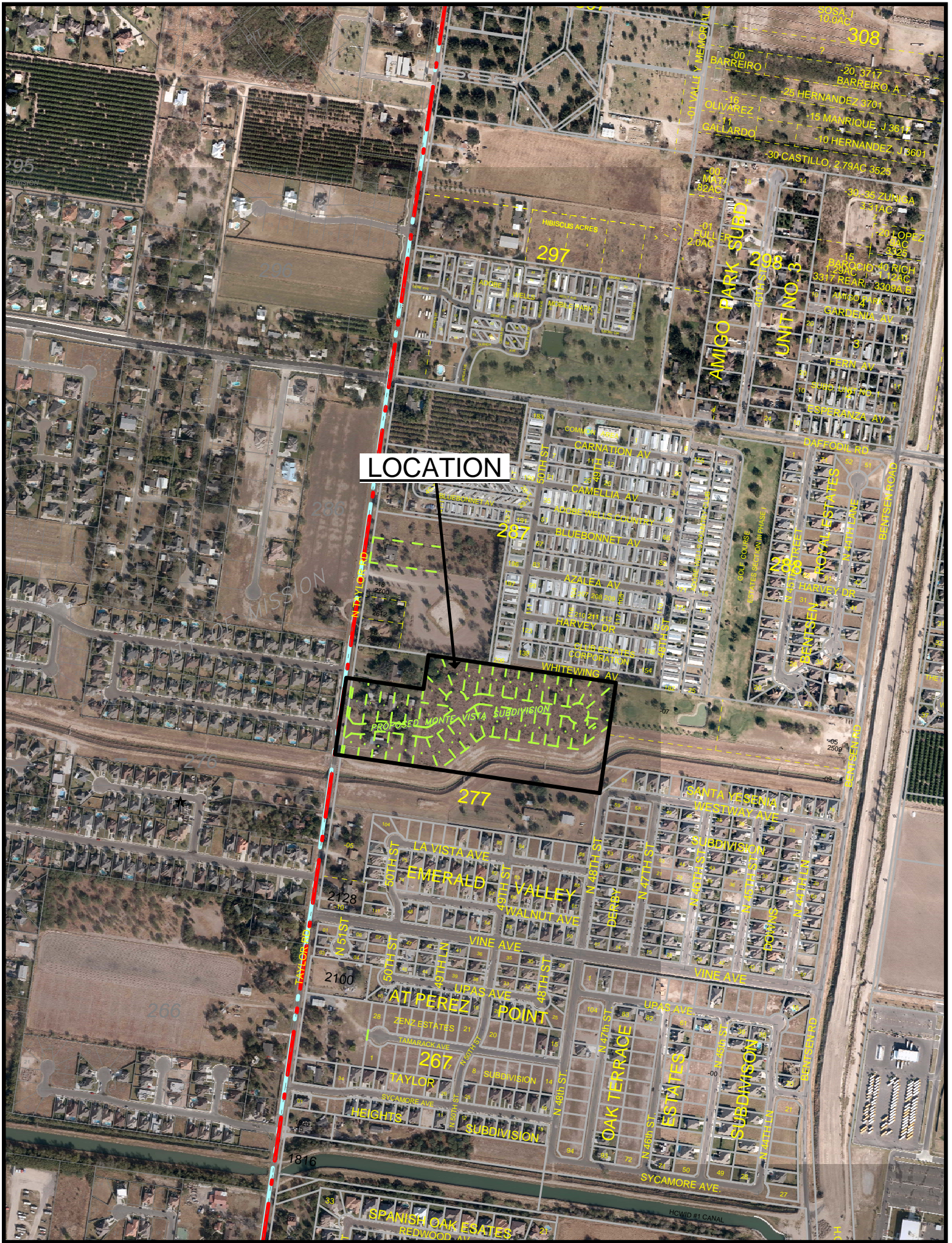
Please place this variance with the previously submitted variance which was tabled at the last meeting so that it will be considered together at the next meeting.

Should you have any questions or require additional information, please do not hesitate to contact my office. Thank you.

Sincerely,

Eulalio Ramirez, P.E.

LOCATION



CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 6A
DATE SUBMITTED 01/21/13
MEETING DATE 01/28/13

1. Agenda Item: Approval of Quinta Advisory Board Vision, Mission and Board Commitment Form
2. Party Making Request: Parks and Recreation Department
3. Nature of Request: (Brief Overview) Attachments: X Yes No
The Quinta Advisory Board has developed a Vision, Mission and Board Commitment form that they would like to have the City Commission approve.
4. Policy Implication: None
5. Budgeted Information: Yes No X N/A
Budgeted Amount: _____
Under Budget: _____
6. Alternate option/costs: NA
7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) <u>S. Gavlik, Director</u>	<u>sg</u>	<u>01-21-13</u>	<u>Yes</u>
b) <u>M. Hernandez, Dep. Dir</u>	<u>mh</u>	<u>01-21-13</u>	<u>Yes</u>
c) <u>B. Branham, Dept. C.M.</u>			
8. Staff Recommendation: Staff recommends approval of the vision, mission and board commitment form as presented by the Quinta Advisory Board.
9. Advisory Board: Approved Disapproved None
10. City Attorney: Approved Disapproved None
11. Manager's Recommendation: Approved Disapproved None
12. Action Taken: _____

with adding #9

PARKS &

RECREATION

interoffice

MEMORANDUM

city of mcallen

To: MIKE R. PEREZ, CITY MANAGER
From: SALLY GAVLIK, DIRECTOR
Subject: QUINTA ADVISORY BOARD VISION, MISSION AND BOARD COMMITMENT FORM
Date: JANUARY 21, 2013

COMMENT

GOAL:

To approve the Quinta Advisory Board Vision, Mission and Board Commitment Form

DISCUSSION:

The Quinta Advisory Board through a series of board meetings has developed a long term vision, and mission for the board. In addition, the board has also developed a Board Commitment Form which they would like all board members to sign. The Commitment Form would allow new board members to become familiar with the diversity of the board so that each person could be an active board member.

RECOMMENDATION:

The Parks and Recreation Department recommends approval of the Quinta Mazatlan Advisory Board Vision, Mission and Board Commitment Form. .

Draft

ADVISORY BOARD COMMITMENT FORM

CITY OF MCALLEN, QUINTA MAZATLAN

VISION

Quinta Mazatlan, cherished locally and recognized internationally, is a sanctuary connecting people to the history, beauty, and wonder of our natural world.

MISSION

The urban sanctuary works to enrich people's lives by sharing knowledge about birds, plants and environmental stewardship in south Texas.

I understand my responsibilities as an Advisory Board Member are to:

1. Serve as an active advocate for the organization.
2. Attend and participate in the board meetings—generally 11 a year
3. Participate on a Board committee (s)-generally six meetings a year outside the monthly board meetings
4. Review and be familiar with the fundraising goals and master plan
5. Participate actively in the various fundraising events to help make special projects approved by the City Commission come to fruition
6. Assist the organization in submitting names of potential new donors and playing a role in involving new individuals/companies in helping to fulfill its vision/mission
7. Provide professional counsel and guidance
8. Provide, as needed, volunteer support
9. *No improvements/modifications to Q.M. Buildings or park grounds can be done without prior approval of city commission*

I feel my skills can be best utilized by working with the following committees or interest areas:

COMMITTEES (please check those of interest)

- Strategic Plan
- Fundraising
- Membership
- Marketing/Public Relations
- Gift Store & Art Gallery
- Special Events (Vida Verde, Moon over Mazatlan, other)
- Birds, Trails & Grounds (enhancement, bird counts, other)

AREAS OF EXPERTISE (please list your areas of expertise you'd be willing to offer the organization)

I accept the above commitment as an understanding of my role and responsibilities as an Advisory Board Member of Quinta Mazatlan.

Signature of Board Member

Date

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 6B
01/04/2013
01/28/2013

1 Agenda Item: Advisory Board Appointments.

2 Party Making Request: Annette Villarreal, City Secretary

3 Nature of Request: (Brief Overview) Attachments: Yes X No
Consider appointments to the various boards. Will be sent out under separate cover.

4 Policy Implication: _____

5 Budgeted: Yes No X N/A

Bid Amount:	<u> </u>	Budgeted Amount:	<u> </u>
Under Budget:	<u> </u>	Over Budget:	<u> </u>
		Amount Remaining:	<u> </u>

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u>
			<u>YES/NO</u>

a) _____

b) _____

8 Staff Recommendation: Appointments be made.

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved KP None

11 Manager's Recommendation: Approved Disapproved MRP None

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM bc
DATE SUBMITTED 01/21/13
MEETING DATE 01/28/13

1. Agenda Item: Project Status Report through December 31, 2012.

2. Party Making Request: Engineering Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No

 Project Status Report for December 31, 2012.

4. Policy Implication: City Commission Policy, Local Government Code

5. Budgeted: Yes No X N/A

6. Alternate Option/Costs N/A

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.) Y. Barrera, PE, CFM, City Engineer	<u> YB </u>	<u> 1/21/13 </u>	<u> YES </u>
b.) Roel "Roy" Rodriguez, P.E. Asst. City Manager/General Manager	<u> </u>	<u> </u>	<u> </u>

8. Staff Recommendation: Project Status through December 31, 2012.

9. Advisory Board: Approved Disapproved None

10. City Attorney: Approved Disapproved KP None

11. Manager's Recommendation: Approved Disapproved MRP None



ENGINEERING DEPARTMENT
MEMORANDUM

To: Mike R. Perez, City Manager

From: Yvette Barrera, PE, CFM, City Engineer

A handwritten signature in black ink, appearing to read "Yvette Barrera", is written over the printed name.

Date: January 21, 2013

Subject: Project Status Report through December 31, 2012

Please find attached a list of various projects that are currently under construction and for which the Engineering Department performs Construction Management services. The work depicted is work performed through December 31, 2012.

The following projects are included:

1. Bentsen Road Paving Improvements – Pecan Boulevard (FM 495) to 3 Mile Line
2. Paving and Drainage Improvements at the McAllen-Hidalgo International Bridge
3. 21st Street Drainage Improvements, Phase III (between Austin Ave. and Galveston)
4. McAllen-Miller International Airport Stormwater Pump Station Upgrade
5. Northbound Pedestrian Canopy
6. McAllen Fire Department – Drill Tower Burn Unit
7. Development Services Building – Asbestos Abatement – 311 N. 15th Street
8. HVAC System Repairs

Construction Status Report for work performed through December 31, 2012

1) Bentsen Road Paving Improvements – Pecan Boulevard (FM 495) to 3 Mile Line

Project consists of paving infrastructure improvements along the future widening of Bentsen Road, connection of Vine Ave across the corridor and local drainage improvements.

Contractor:	IOC Company, LLC	
Original Contract:	\$ 4,879,306.99	160 working days
Change Orders:	\$ 308,044.60	41 working days
Revised Contract:	\$ 5,187,351.59	201 working days
Completion Date:	March 2013	

Construction Status: Construction began on May 21, 2012 and continues with preparation of right-of-way and traffic control as construction crews moved on to the west side of the corridor. Drainage utility work, along with roadway excavation, concrete curb, subgrade and flexible base preparation is progressing. Contractor is now working the west side from south to north throughout the project limits. The project is approximately 50% complete and on schedule.



Utility crews preparing for storm line installation just north of Daffodil along the west side of Bentsen Road (looking south).

2) Paving and Drainage Improvements at the McAllen-Hidalgo International Bridge

Project consists of paving and drainage infrastructure improvements at the southbound lanes at the Hidalgo Port of Entry from Bridge Street to the southbound inspection canopies.

Contractor: REIM Construction, Inc.
Original Contract: \$ 957,020.50 90 working days
Change Orders: \$ 9,741.70 0 working days
Revised Contract: \$ 966,762.20 90 working days

Completion Date: January 31, 2013

Construction Status: Construction began on September 24, 2012 with preparation of right-of-way and traffic control to adjust not only vehicular traffic and pedestrian traffic. Traffic was switched over onto new pavement along the east side and work continues along west side of the corridor and at bus stop area. The project is approximately 60% complete and on schedule.



Placement of bond-breaker along Phase 2 looking northbound.



Concrete paving along Phase 2 looking southbound.

3) 21st Street Drainage Improvements, Phase III (between Austin Ave. and Galveston)

SCOPE OF WORK: The proposed project involves construction of storm water system improvements, curbing, sidewalk and pavement repair along S. 21st Street between Austin Avenue and Galveston; along Dallas Avenue from S. 20th Street to S. 21st Street and at intersection of S. 22nd Street & Galveston Avenue. Notice to Proceed was issued April 3, 2012. Work commenced on Wednesday, May 16, 2012.

CONTRACTOR: Dos Logistics, Inc.

Original Contract: \$394,291.78 67 working days

Change Orders: \$ 39,205.55 30 working days (Change Orders #1, 2 & 3)

Current Contract: \$433,497.33 97 working days

Note: Completion Date – September 4, 2012. Contractor is now subject to liquidated damages in the amount of \$250.00 per day.

CONSTRUCTION STATUS: Construction of stormwater facilities continuing. . The installation of all inlets and culverts is complete. Pavement restoration is currently underway. Significant delays due to conflicts with very old and previously undocumented underground utilities. A portion of the recently repaired roadway was significantly damaged due to a rupture of an old asbestos water main that crosses 21st Street north of Fresno. Contractor currently in process of removing damaged portion of roadway to re-construction this area. Current anticipated completion by January 25th pending acceptable weather.

SITE PLAN:



CONSTRUCTION PHOTOS:



Picture on left shows before improvements; significant ponding on south corners of the intersection. Significant pavement deterioration due to excessive ponding of water. Picture at right shows newly constructed valley gutters to allow runoff to flow north-south across intersection.

4) McAllen-Miller International Airport Stormwater Pump Station Upgrade

SCOPE OF WORK: The proposed project involves removal of an existing stormwater pump station that was placed in service in the 1950's and the installation of a new larger capacity pump station with an emergency backup generator. This project is a FEMA Hazard Mitigation Grant Program (HMGP) project with 75% federal funding and 25% local funding. Notice to Proceed was issued April 3, 2012. Work commenced on Wednesday, May 16, 2012.

CONTRACTOR: Ferguson Service Systems, Inc.
Original Contract: \$385,320.00 130 working days
Change Orders: \$ 1,140.00 0 working days
Current Contract: \$386,460.00 130 working days
Completion Date: February 5, 2013.

CONSTRUCTION STATUS: All structural and electrical improvements are completed. Currently waiting for delivery of emergency generator (anticipated on January 10th) and pump (anticipated on February 7th - 12th) to complete the project. It is anticipated that the project will experience a 2 – 4 week delay due to delivery of materials.

SITE PLAN:



CONSTRUCTION PHOTOS:

Status as of end of December. Major structural components complete. Transformer pad and electrical conduits complete. All piping complete, awaiting delivery of pump and generator.



5) Northbound Pedestrian Canopy

SCOPE OF WORK: The project proposes installation of a canopy on the east side of the southbound bridge. The canopy will be extending 530'-0" north to the Administration building. The work consists of a purchase and installation of a one story canopy including complete structural framing (columns, rafters, rail, bracing), pre-finished Curved Tee Panel covered roof, fasteners accessories and other components and material required for complete installation.

CONTRACTOR: Celso Gonzalez Construction, Inc.

Original Contract: \$716,000.00 120 working days

Change Orders: \$ 0 0 working days

Current Contract: \$371,154 86 working days

Note: Completion Date – February 26, 2013

The Notice to Proceed (NTP) was issued to Celso Gonzalez Construction on August 21, 2012. The project is currently 48% completed and on schedule for a February 26, 2013 completion



Area to be canopied



Erected columns on land

6) McAllen Fire Dept. – Drill Tower Burn Unit

SCOPE OF WORK: The proposed project involves the construction of a four-story drill tower that includes two LP gas burn units. The building will include a smoke machine, areas for repelling, and various elements for practicing fire and rescue operations. This is the first phase of development of the Fire Training Facility located on La Lomita just south of Sprague Road.

CONTRACTOR: Jahnke & Sons Construction, Inc.

Original Contract: \$796,507.00 65 working days (from date of building permit)

Change Orders: (\$ 15,000.00) 0 working days (change order #1)

Current Contract: \$781,507.00 65 working days

Completion Date: January 9, 2013

CONSTRUCTION STATUS: City Commission Awarded the Contract for Design & Construction on July 9, 2012. Notice to Proceed was issued August 27, 2012. Project is substantially complete. Currently working on final punch list and tweaking of operational procedures for burn unit.

In just 10 weeks from commencement of construction to issuance of Temporary Cert. of Occupancy

ROOM TEMP: FROM 40 DEGREES TO OVER 500 DEGREES IN LESS THAN 2 MINUTES.



STOVE PROP

7) **Development Services Building – Asbestos Abatement – 311 N. 15th Street**

SCOPE OF WORK: This project consists of removal and disposal of asbestos containing materials within the existing facility. Terracon Consultants has also been contracted to provide air-monitoring during the abatement process. Their cost for services provided is \$3,370.00.

CONTRACTOR: Dallas Environmental
Original Contract: \$6,750.00 5 working days
Completion Date: January 14, 2013

CONSTRUCTION STATUS: Abatement activities began on January 3, 2013 with only preparation for asbestos material removal. The actual abatement procedures began in earnest on January 8, 2013. The project is scheduled for completion on or before January 14, 2013.

Contamination containment chamber



Typical sealing of corridor and air evacuation machine over tile to be removed.

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 6D
DATE SUBMITTED 01/21/13
MEETING DATE 01/28/13

1. Agenda Item: Update on Parks and Recreation construction projects.

2. Party Making Request: Parks and Recreation Department
3. Nature of Request: (Brief Overview) Attachments: X Yes No
Monthly update on construction projects within the Parks and Recreation Department.

4. Policy Implication: None
5. Budgeted Information: Yes No X N/A
Budgeted Amount: _____
Under Budget: _____
6. Alternate option/costs: NA
7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) <u>S. Gavlik, Director</u>	<u>sg</u>	<u>01-21-13</u>	<u>Yes</u>
b) <u>D. Melaas, Dep.Dir.</u>	<u>dm</u>	<u>01-21-13</u>	<u>Yes</u>
c) <u>B. Branham, Dept. C.M.</u>			
8. Staff Recommendation: Staff recommends approval of the report

9. Advisory Board: Approved Disapproved None
10. City Attorney: KP Approved Disapproved X None
11. Manager's Recommendation: MRP Approved Disapproved X None
12. Action Taken: _____

To: MIKE R. PEREZ, CITY MANAGER
From: SALLY GAVLIK, DIRECTOR
Subject: PROJECT UPDATES
Date: JANUARY 21, 2013

COMMENT

The Parks and Recreation Department has hired our Landscape Architect. He began work on January 14, 2013. This month the Parks and Recreation Department will highlight the following projects:

Bicentennial Trail Extension

Contractor has begun the landscaping along the north end of the trail near Morris Park. He has the irrigation and conduit for lighting in down to Dove.

Morris Park

The park bid packets are being delivered to Purchasing on ____.

DeLeon Soccer Fields

Bids were opened for the construction of the park as well as moving the bleachers to the new site. A new parking lot in front of the school is being added to meet the parking space requirements by Planning. US Soccer Association has not awarded their grants yet. Irrigation district is working with us for the water that will be used for the park.

Westside Park Ballfields

The lights for the ball fields are being installed.

Uvalde Park

The parking lot design has been bid.

Shade Structures

The shades structures destroyed by the hail storm are being reinstalled now.

Baseball Complex

Securing appraisals on the two (2) parcels. Design work has already begun.





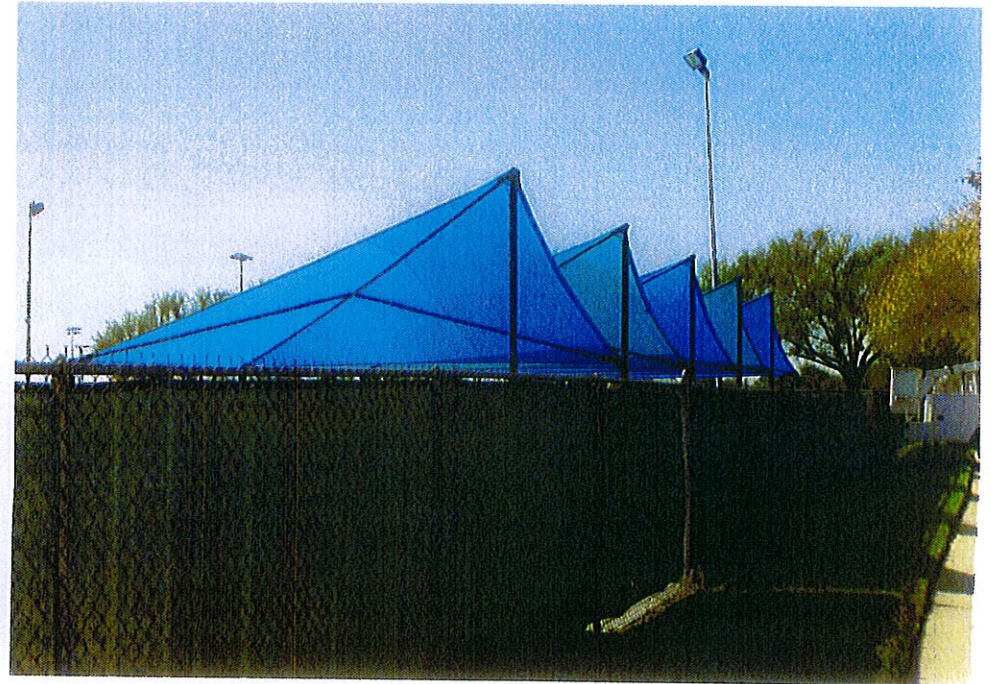
















Airport Construction Status Report through January 28, 2013

Terminal Expansion Project

The Project is the expansion of the existing terminal and ramp at the McAllen Miller International Airport. It consists of adding approximately 55,000 square feet of new terminal, renovation of approximately 40,000 square feet of terminal, addition of a new passenger boarding bridge, a new and expanded baggage handling facility for outbound baggage, and upgrades to the airport central plant equipment and infrastructure.

Contractor:	Don Krueger Construction Company, Inc.	
Original Contract:	\$18,879,500	713 calendar days
Change Orders:	\$ 304,471	0 calendar days
Revised Contract:	\$19,183,971	713 calendar days
Completion Date:	March 2014	

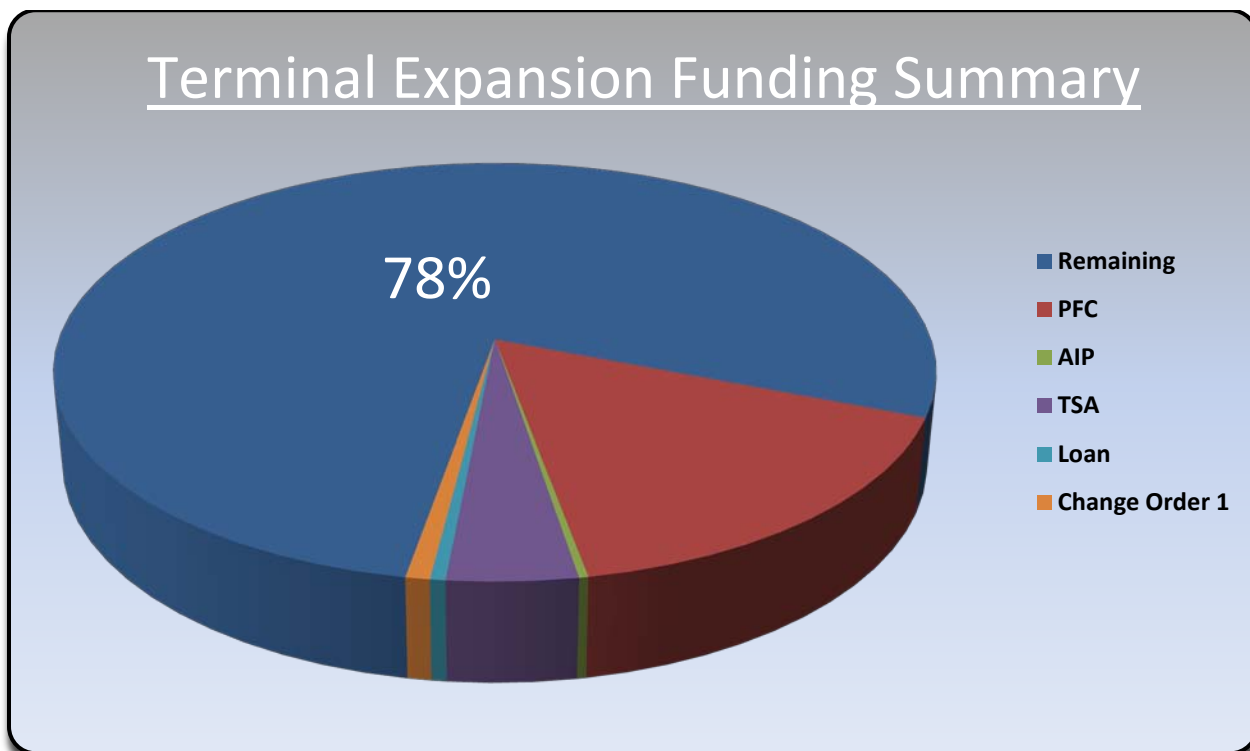
Project Finance Summary

Used to Date	\$ 5,366,213.70
Remaining	\$ 13,817,757.30

Funding Sources:

PFC	\$ 3,970,762.28
AIP 42	\$ 72,045.23
TSA	\$ 1,015,021.26
Inter Department Loan	\$ 119,064.21
Operating	\$ 189,320.75**

**Change Order #1 (Improvements to Cargo Ramp) Reimbursable through AIP 43

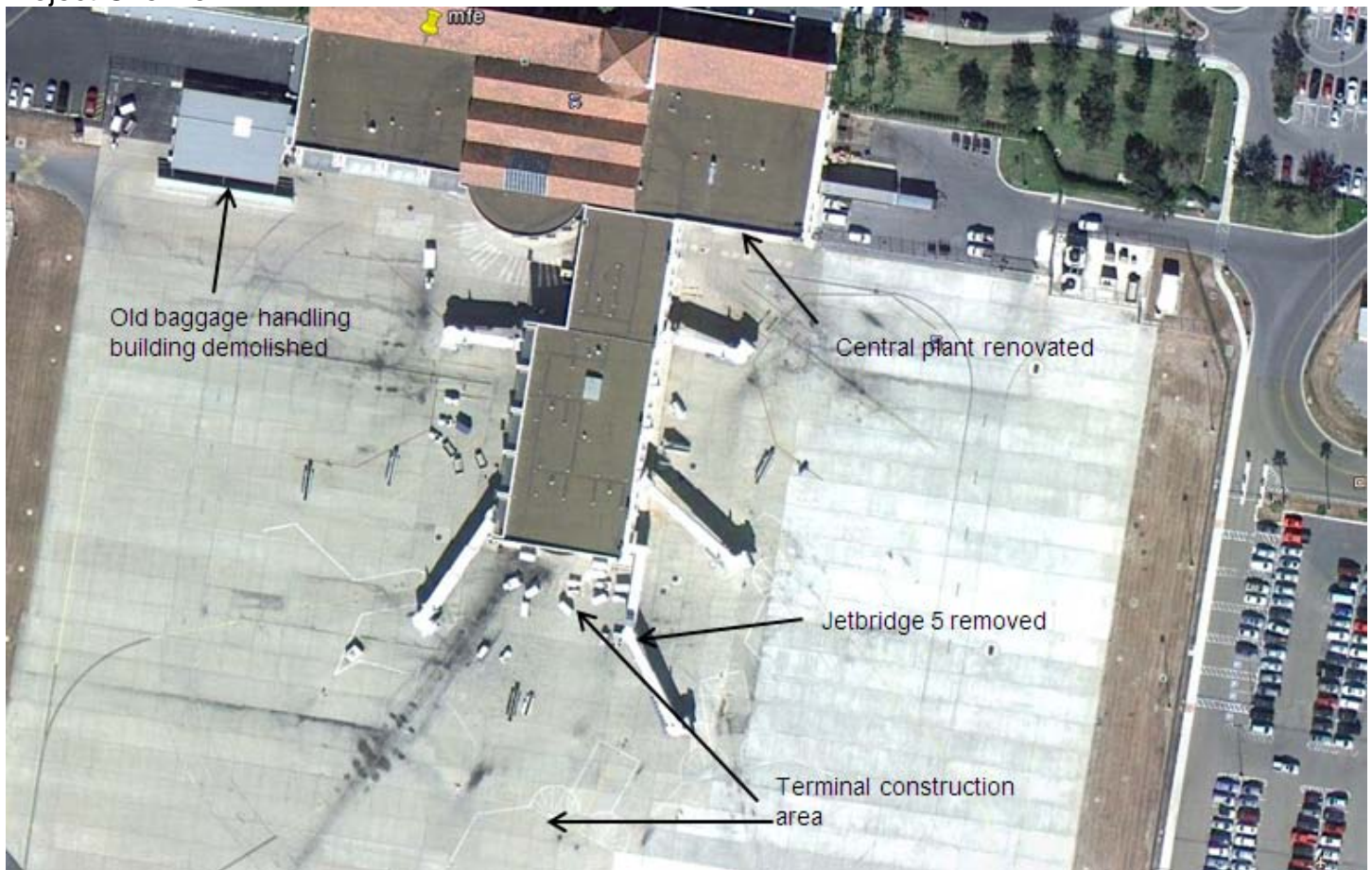


Construction Status:

Notice-to-Proceed was issued March 12, 2012. To date the project has completed the demolition of the terminal ramp required for expansion, demolition of the terminal south and east faces in preparation for terminal additions, 25 footings for the new structure excavated and poured, demolition of existing central plant and installation of new pipes, chillers, and boilers, demolition of the old existing baggage handling building, construction and operational implementation of a temporary baggage handling building and baggage handling equipment. On-going work includes site preparation for the new baggage handling building, electrical and plumbing infrastructure installation for terminal and baggage handling building, and preparation of the footing for steel erection. Steel erection began January 21.

The Project, due primarily to steel issues between the General Contractor and his sub-contractors, is approximately 80 days behind schedule. However, in a meeting was held January 17 between the City Manager and General Contractor to discuss the project delay, the Contractor stated he believed the Project can be completed per the contract schedule. A copy of this plan and schedule will be provided when received.

Project Overview



Demolition of Terminal Ramp



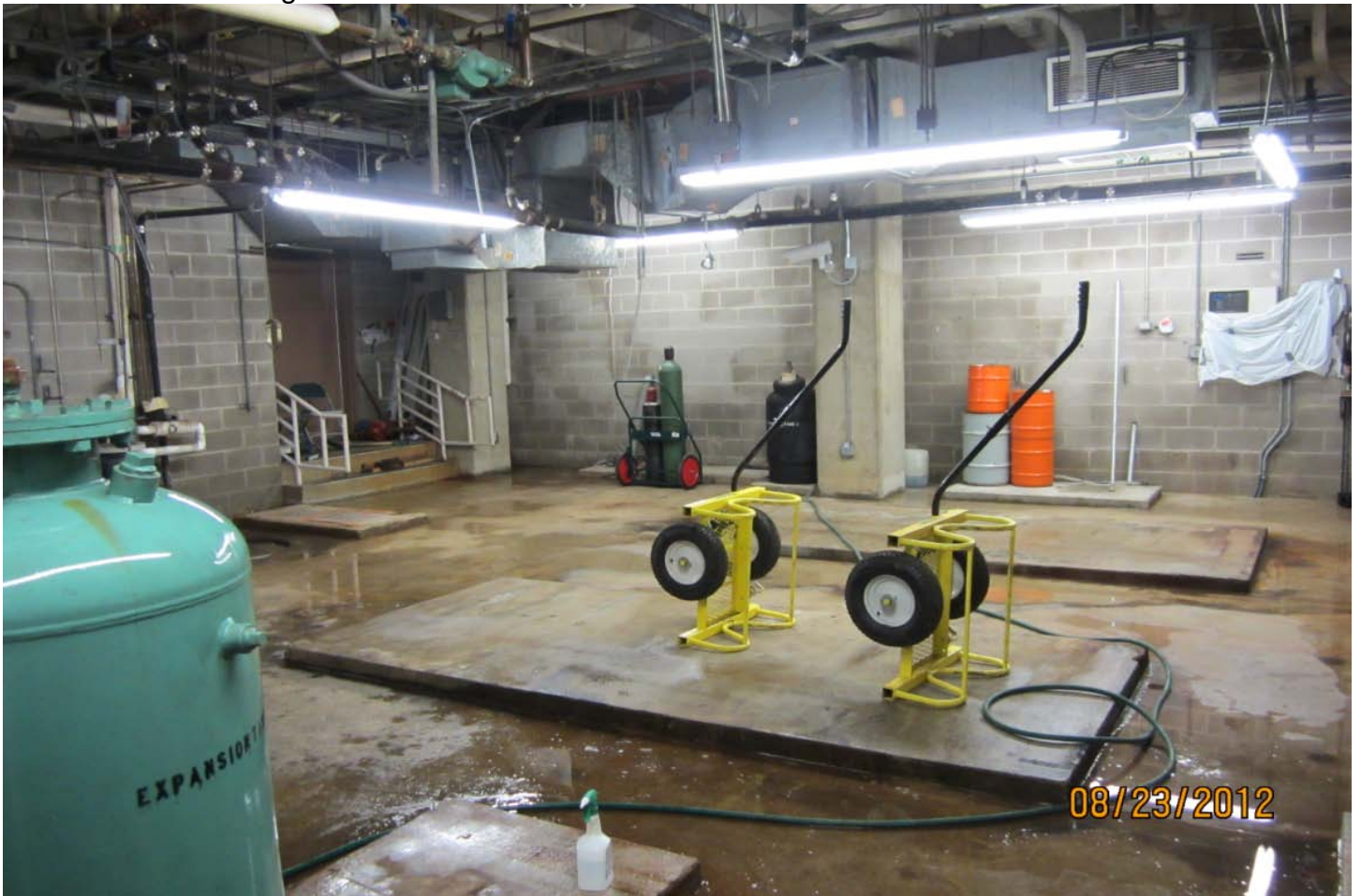
Construction of Demising Wall in Terminal Concourse



Central Plant Prior to Demolition



Central Plant following Demolition



Interim Baggage Handling Building in Construction



Interim Baggage Handling Building Complete



Expansion Footing Excavations



Pouring of Expansion Footings



Terminal South Face Removal



Terminal South Facing Removal Complete



Demolition of "Old" Baggage Handling Building



Steel erection – wall columns



Steel erection – southern and eastern wall columns



Terminal Steel Columns



8) **HVAC System Repairs**

SCOPE OF WORK: This project consists of replacing eleven (11) HVAC Systems and eighteen (18) Condenser Coil HVAC Systems for a total Twenty Nine (29) existing HVAC Systems as specified, located thru-out McAllen, Texas.

CONTRACTOR: Central Air & Heating Service

Original Contract: \$174,760.00

Completion Date: April 16, 2013

CONSTRUCTION STATUS: The Notice to Proceed (NTP) was issued to Frank Matz III, President of Central Air & Heating Service Inc on December 20, 2012. The project is currently 40% completed and on schedule for April 16, 2013 completion. The project is scheduled for completion on or before April 16, 2013.



New Unit w/ Hail Guards (Public Works)



New Unit w/ Hail Guards (Public Safety Facility)

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 6F
01/23/2013
01/28/2013

1 Agenda Item: **FUTURE AGENDA ITEMS**

2 Party Making Request: **Mike R. Perez, City Manager**

3 Nature of Request: (Brief Overview) Attachments: Yes **X** No
City Manager will report on Future Agenda Items.

4 Policy Implication: _____

5 Budgeted: Yes No **X** N/A

Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6 Alternate option costs: _____

7 Routing:
NAME/TITLE **INITIALS** **DATE** **CONCURRENCE**
YES/NO

a) _____

b) _____

8 Staff Recommendation: _____

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved **KP** None

11 Manager's Recommendation: Approved Disapproved **MRP** None

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
 UTILITY BOARD _____
 OTHER _____

AGENDA ITEM 7A
 DATE SUBMITTED 01/07/13
 MEETING DATE 1/28/13

1. Agenda Item: **AWARD OF CONTRACT – PURCHASE OF ONE (1) NEW CURRENT MODEL DIESEL CAB CHASIS W/ NEW 4,000 GALLON WATER TANK FOR THE STREET AND DRAINAGE DEPARTMENT OF PUBLIC WORKS PROJECT # 12-12-P04-16.**

2. Party Making Request: Public Works

3. Nature of Request: (Brief Overview) Attachments: X Yes ___ No

 Consideration and approval of award of contract for the purchase of new current model diesel cab chassis w/new 4,000 gallon water tank for the Streets & Drainage Department of Public Works.

4. Policy Implication: City Commission Policy, Local Government Code

5. Budgeted: X Yes ___ No ___ N/A

	Bid Quote	Rep. New	Budget Available	Account # / Project No.	Over/Under Budget
Depreciation Fund -FY 12-13					
Water Truck	\$166,260.00	R	130,000.00	678-6382-436.66-14 EC1315	\$36,260.00

6. Alternate Option/Costs N/A

7. Routing:	NAME/TITLE	INITIAL	DATE	CONCURRENCE
a.)	<u> C. Sanchez, PE, PW Director </u>	<u> CS </u>	<u> 1/8/13 </u>	<u> YES </u>
b.)	<u> W. Smith Asst City Manager/EMC </u>	_____	_____	_____
c.)	<u> Sandra Zamora, CPM, Dir of P&C </u>	<u> SZ </u>	<u> 1-9-13 </u>	<u> Yes </u>
d.)	<u> JW Dale, CPA, Finance Director </u>	_____	_____	_____


8. Staff Recommendation: **Staff recommends award of purchase contract to the low bidder, Freightliner of Austin, Austin TX for the purchase of one (1) 2014 Freightliner 114 SD with a Niece WT4000 water tank to include an optional extended warranty for a total base bid purchase price of \$166,260.00. Approval of purchase of contract is subject to a budget amendment to the General Depreciation Fund in the amount of \$36,260.00**

9. Advisory Board: ___ Approved ___ Disapproved ___ None

10. City Attorney: XP Approved ___ Disapproved ___ None

11. Manager's Recommendation: M Approved ___ Disapproved ___ None

TO: Mike R. Perez, City Manager

FROM: Carlos A. Sanchez, P.E., CPM, CFM, Public Works Director 

DATE: January 04, 2013

SUBJECT: **Award of Contract – Purchase of New and Unused Current Model Diesel Cab & Chassis W/New 4000 Gallon Water Tank for the Streets and Drainage Department of Public Works. Project No. 12-12-P04-16**

GOAL
Staff requests authorization to award a purchase contract to the lowest responsive and responsible bidder meeting the requirements of the specifications and bid solicitation documents for one (1) New and Unused Current Model Cab & Chassis with a new 4000 gallon water truck for the Streets and Drainage Department of Public Works.

Brief Explanation:
Staff is seeking to replace an existing water truck Unit 511 that has reached its full depreciation point, is problematic, and is no longer economical to maintain. The replacement of Unit 511 will assist staff meet performance standards that include sub grade and base work for the alley rehabilitation program and emergency repairs on all paved City Streets and Alley's. Unit 511 was purchased in 2004 from auction for \$36,000.00 and has a life to date maintenance cost of \$20,667.19. Public Works through the Purchasing & Contracting Department solicited formal bids for the above referenced unit and on December 05, 2012 received a total of two (2) responses from two (2) separate vendors.

Freightliner of Austin, TX met all requirements of the specifications and is considered low bidder for the bid item listed as a New and Unused Model Diesel Cab & Chassis W/ New 4000 Gallon Water Tank. Staff recommends award of purchase contract to Freightliner of Austin, TX for one (1) 2014 Freightliner 114 SD with a unit price of \$165,202.00 plus \$1,058.00 for the Optional Extended Warranty. The total purchase contract is for an aggregate amount of \$166,260.00.

Options:
1) To award a purchase contract as recommended.
2) The City Commission may elect to direct staff to reject part or all bids received and/or to re advertise this project.

Recommendation:
Staff recommends award of a purchase contract to the low bidder, Freightliner of Austin, Austin TX, for the purchase of one (1) 2014 Freightliner 114 SD with a Niece WT4000 water tank to include the optional extended warranty for a total Base Bid purchase price of \$166,260.00. Approval of purchase contract is subject to a budget amendment to the General Depreciation Fund in the amount of \$36,260.00.

Please advise if you require additional information. A copy of the bid tabulation is attached for your review and consideration.



Location: Conference Room

Solicitation: Project 12-12-P04-16 Purchase of Water Tank Truck

Bid Opening: December 05, 2012 at 4:00 p.m.

No	Comm No.	Type	Description	UOM	QTY	FREIGHTLINER OF AUSTIN ▲ AUSTIN, TX		HOLT CAT TRUCK CENTER EDINBURG, TX	
						BUYBOARD UNIT PRICE	UNIT PRICE	COMMENT	
1	070-47	BASE	BASE BID: ONE (1) NEW AND UNUSED MODEL DIESEL CAB CHASSIS w/ NEW 4,000 GALLON WATER TANK	EA	1		\$165,202.00	\$171,552.38	This is for a 2014 Cat CT660
MANUFACTURER/MODEL						2014 FREIGHTLINER NIECE WT4000	2014 CAT CT660		
2	070-47	BASE	OPTIONAL EQUIPMENT/SERVICES: EXTENDED WARRANTY: BASE BID: NEW UNUSED - 2 years or 50,000 miles on chassis, above and beyond standard warranty	EA	1		\$1,058.00	\$3,520.00	You will have up to 3 years/100,000 miles or 10,000 hours which ever comes first to purchase this extended warranty
3	070-47	ALT	ALTERNATE BID: ONE (1) PRE-OWNED MODEL DIESEL CAB CHASSIS w/NEW 4,000 GALLON WATER TANK	EA	1		NO BID	NO BID	NO BID
						▲ Submitted via Hard Copy format only; Not entered in eBid			

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 7B </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 1/8/2013 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u> 1/28/13 </u>
OTHER	<u> </u>		

1 Agenda Item: Budget Amendment to the General Depreciation Fund for the purpose of funding the purchase of a Water Truck for the Streets and Drainage Department.

2 Party Making Request: Public Works - Streets and Drainage Department

3 Nature of Request: (Brief Overview) Attachments: Yes ___ No
Consideration and authorization to amend the General Depreciation Fund in the amount of \$36,260.00 to fund the remaining balance of the purchase of a Water Truck.

4 Policy Implication: City Commission Policy; Local Government Code

5 Budgeted: X Yes No N/A

Account #: 678-6382-436-66-14 EC1315 Amount: \$ 36,260

6 Alternate option costs: N/A

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
a) <u>Carlos Sanchez</u> Dir., Public Wks	<u>CAS</u>	<u>1/8/2013</u>	<u> </u>
b) <u>Wendy Smith</u> Asst. City Mgr.	<u> </u>	<u> </u>	<u> </u>
c) <u>Jerry Dale</u> Dir., Finance	<u>JWD</u>	<u>1/8/2013</u>	<u> </u>

Staff Recommendation: 1/8/2013
Staff recommends approval as presented. 1/14/2013

8
9 Advisory Board: Approved Disapproved None

10 City Attorney: KP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None



PUBLIC WORKS
MEMORANDUM

To: Mike R. Perez, City Manager

From: Carlos A. Sanchez, P.E., CFM, CPM, Public Works Director

Date: January 8, 2013

Subject: Budget Amendment to the General Depreciation Fund for the purchase of a Water Truck for the Streets and Drainage Department of Public Works.

GOAL:

Consideration and approval of budget amendment in the amount of \$36,260 for the purchase and replacement of a Water Truck for the Streets and Drainage Department of Public Works.

BRIEF EXPLANATION:

Public Works in coordination with the Purchasing and Contracting Department solicited bids and is recommending the award of a purchase contract to the low bidder, Freightliner of Austin, Austin TX, for the purchase of one (1) 2014 Freightliner 114 SD with a Niece WT4000 water tank to include the optional extended warranty for a total Base Bid purchase price of \$166,260.00. The Water Truck was budgeted in the General Depreciation Fund in the amount of \$130,000.00. Therefore, an amendment in the amount of \$36,260.00 is required to account for the remaining balance.

RECOMMENDATION:

Public Works staff recommends approval of the budget amendment in the amount of \$36,260.00 to account for the cost related to the purchase of a Water Truck for the Streets and Drainage Department.

**CITY OF McALLEN
BUDGET AMENDMENT**

REF.NO. _____ To be assigned by Finance Dept.
--

FUND: GENERAL DEPRECIATION FUND

DEPARTMENT: STREETS AND DRAINAGE DEPARTMENT

Fund	Dept. & Division	Activity	Element & Object	Project Code	Description	Beginning/Revised Budget	Debit	Credit	Revised Budget
678	6382	436	66.14	EC1315	CAPITAL OUTLAY/VEHICLE	\$ 130,000	\$ 36,260		\$ 166,260
									\$ -
678	6382				GENERAL DEPRECIATION FUND	\$ 14,125,749		\$ 36,260	\$ 14,089,489
TOTALS						\$14,255,749	\$36,260	\$36,260	\$14,255,749

(Round up all amounts to the nearest hundred dollars)

Justification: Budget Amendment in the amount of \$36,260 for the purpose of funding the purchase of a Water Truck for the Streets and Drainage Department. The amount budgeted for the Water Truck was \$130,000, however, the total purchase amount is \$166,260. Therefore, an amendment in the amount of \$36,260 is required to account for the remaining balance.	Department Head Approval	
	Signature	Date
	Finance Department	
	Signature	Date
	City Manager's approval is necessary for transfers to purchase Capital Outlay.	
	City Manager	
	Signature	Date

Analytical Accounting Budget vs Actual Inquiry

mca10382 City of McAllen 10/24/2012

File Edit Tools Help

Clear

Print

Budget ID 2013 PROJECTS

Description 2013 Capital Projects

Year 2013

Budget Tree BUDGET TREE2013

Account

Select Tree

All Select

Dimension Code Tree

- ab EC 1307 - Fire-Replace Ford Excursion (640)
 - ab EC 1308 - Fire-Replace PU (637)
 - ab EC 1309 - Fire-Replace Ford Cv (604)
 - ab EC 1310 - Fire-Replace Chevy Van (606)
 - ab EC 1311 - Fire-Replace Oshkosh (609) Refurbish
 - ab EC 1312 - Traffic-Replace Dodges (175, 172)
 - ab EC 1313 - Traffic-Replace F450 (178)
 - ab EC 1314 - Engineering-Replace F150 PU (121)
 - ab EC 1315 - St Mtnce-Replace Water Truck (511)
 - ab EC 1316 - St Mtnce-Replace 3/4 Ton Crew Cab
 - ab EC 1317 - Sidewalk Const-Replace 3/4 Ton Truck (536)
 - ab EC 1318 - Drainage-Replace Sewer Vactor Truck (506)
- BUDGET TREE2013 EC1315 - St Mtnce-Replace Water Truck (511)

Value Amount Quantity
 View Node Dimension Code
 Display Net Change Period Balances

Period	Actual	Budget	Variance	Variance Percent
Opening Balance	\$0.00	\$0.00	\$0.00	0.00%
Period1	\$0.00	\$10,000.00	\$10,000.00	100.00%
Period2	\$0.00	\$10,000.00	\$10,000.00	100.00%
Period3	\$0.00	\$10,000.00	\$10,000.00	100.00%
Period4	\$0.00	\$10,000.00	\$10,000.00	100.00%
Period5	\$0.00	\$10,000.00	\$10,000.00	100.00%
Period6	\$0.00	\$10,000.00	\$10,000.00	100.00%
Total	\$0.00	\$130,000.00	\$130,000.00	100.00%

by Budget ID

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF McALLEN FOR THE FISCAL YEAR 2012/2013 EFFECTIVE OCTOBER 1, 2012, BY PROVIDING FOR AN INCREASE IN EXPENDITURES TO-WIT: \$36,260 FOR THE PURCHASE OF A WATER TRUCK FOR STREETS AND DRAINAGE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the Board of Commissioners of the City of McAllen pursuant to Chapter 102 of the Local Government Code has heretofore adopted a budget for the City of McAllen for Fiscal Year 2012/2013. Such budget was effective October 1, 2012 and

WHEREAS, the Board of Commissioners of the City of McAllen deems it in the best interest of the City and for municipal purposes to amend the budget heretofore adopted for such fiscal year by providing for unanticipated expenditures which were not known to the governmental body prior to the adoption of the budget but have since become necessary to fund since the effective date of the budget and to also show revenues which were not anticipated by the governing body in the adoption of the 2012/2013 budget but have been received by the governmental body since that date.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF McALLEN, TEXAS, THAT:

SECTION I: The Budget for the City of McAllen for the Fiscal Year 2012/2013 which became effective October 1, 2012 as set out in Ordinance 2012-60 adopted on September 24, 2012 is hereby amended in the following particulars as shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION II: The City Manager as Budget Officer shall provide for the filing of a true copy of this Budget Amendment in the office of the County Clerk, Hidalgo County, Texas.

SECTION III: This Ordinance shall be effective after its passage and execution in accordance with the law.

SECTION IV: The City Secretary of the City of McAllen is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in McAllen, Hidalgo County, Texas in accordance with the Code of Ordinances of the City of McAllen Section 2-56. **Publication of ordinances.**

SECTION V: The City Secretary of the City of McAllen is hereby directed not to

publish this Ordinance in the Code of Ordinances of the City of McAllen as it is not amendatory thereof; however, it shall be cited in the appropriate appendix of the Code of Ordinances.

SECTION VI: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

CONSIDERED, PASSED and APPROVED this 14th day of January, 2013, at a regular meeting of the Board of Commissioners of the City of McAllen, Texas, at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this day of January, 2013.


CITY OF McALLEN, TEXAS

Richard F. Cortez, Mayor

ATTEST:

Annette Villarreal, City Secretary

Approved as to form:



Kevin D. Pagan, City Attorney