



AGENDA

**CITY COMMISSION REGULAR MEETING
MONDAY, FEBRUARY 11, 2013 – 6:00 PM
CITY COMMISSION CHAMBERS; 3RD FLOOR**

CALL TO ORDER - Mayor Richard Cortez

PLEDGE OF ALLEGIANCE - Mayor Richard Cortez

INVOCATION – John Ingram, City Commissioner

PROCLAMATIONS - *Children’s Advocacy of Hidalgo County, Estrella’s House Day* – Pat Blum
- *National Engineer’s Week* – American Society of Civil Engineers (ASCE)
- *American Society of Civil Engineers Texas Section Centennial Celebration*

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. Rezone from R-1 (single family residential) District to C-3 (general business) District: 0.53 acres out of Lot 2, Rancho de la Fruta No. 1 Subdivision, Hidalgo County, Texas; 100 East Highway 83 (rear).

2. Request of Alonzo Cantu for a Conditional Use Permit, for life of the use, for an associated recreation at 9.186 acres out of Lot 13, Block 278, Texas Mexican Railway Company’s Survey, Hidalgo County, Texas; 1121 Providence Avenue.

B) REZONINGS:

1. Rezone from C-2 (neighborhood commercial) District to C-3 (general business) District: Lot 3, Villa Bonita Phase I Subdivision, Hidalgo County, Texas; 825 North Ware Road.

2. Rezone from R-1 (single family residential) District to R-3A (multifamily residential apartment) District: Lot 3, Hart’s Acres Subdivision, Hidalgo County, Texas; 1705 Tamarack Avenue. **WITHDRAWN**

C) 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 28, 2013.
- B) Resolution adopting the Texas Department of Transportation Municipal Maintenance Agreement.
- C) Resolution adopting the City of McAllen 2012 Tax Roll.
- D) Approval of a change order for the purchase of 1,600 Toter Refuse and Recycling Carts for the Public Works Department.

3. BIDS/CONTRACTS:

- A) Authorization to open single bid and award purchase contract for one (1) new Current Model Asphalt Recycler for the Streets and Drainage Department of Public Works.
- B) Award of Contract for the purchase of Various Tractors with Mowers for the Airport Department and Streets and Drainage Department of Public Works.
- C) Award of Contact for the purchase of fourteen (14) new 2012 Police Department Vehicles.
- D) Authorization to make payment for repairs on Sanitation Refuse Truck for Public Works Department.
- E) Award of Contract for the construction of DeLeon North Soccer Complex and Approval of Alternates 7, 9 and 10.
- F) Consider approval of purchase of Athletic Field Lights for Soccer Fields and Tennis Court Lights at DeLeon North Soccer Complex from Texas Buy Board.
- G) Award of Contract for the Purchase and Installation of Fountains/Splash Pad at DeLeon North Soccer Complex.
- H) Award of Contract for the Purchase and Installation of Synthetic Soccer/Football Field at DeLeon North Soccer Complex.
- I) Award of Contract for the Construction of Fencing at Municipal Park.
- J) Multiple Interlocal Agreements with McAllen Independent School District (MISD) for Pavilions:
 - 1. Wilson Elementary
 - 2. Sanchez Elementary
 - 3. Castaneda Elementary
 - 4. Fields Elementary
 - 5. Roosevelt Elementary
- K) Interlocal Agreement with McAllen Independent School District (MISD) for Development of a Soccer Complex at DeLeon Middle School.
- L) Award of Contract for Armored Car Services.
- M) Interlocal with City of Mission relating to Taylor Road from Expressway 83 to 3 Mile Line.
- N) Approval of Change Order No. 2 for 2012-2013 Single Machine Repaving Project.
- O) Approval of Change Order No. 2 for Purchase and Delivery of Type "D" Hot Mix Asphaltic Concrete (HMAC) Fiscal Year 2012-2013.
- P) Award of Contract for Demolition of former Sam Houston Elementary and the Old Central Fire Station.
- Q) Consider Approval of Schematic Design Phases for Public Safety Building/Northwest Police Community Network Center Additions and Renovations and Authorization to Proceed with Design Development Phases.

4. ORDINANCE:

- A) Providing for a budget amendment for Single Machine Repaving Project add Taylor Road from Expressway 83 to 3 Mile Line.
- B) Calling a General & Special City Election on May 11, 2013. *Ordenanza convocando una elección General y Especial en la Ciudad de McAllen el 11 de Mayo, 2013.*

5. **VARIANCE** request to allow driveways on Bicentennial Boulevard at the northwest and southwest intersections with Dove.

6. **MANAGER’S REPORT:**

- A) Review of Quarterly Investment Report for the quarter ended September 30, 2012.
- B) Future Agenda Items.

PUBLIC COMMENT SESSION

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).**

- A) Consultation with City Attorney relating to Litigation Cause No. C1-09-0121-G; Fernando Valbuena, et al vs. City of McAllen, Angelina Martinez, Eduardo and Maria G. Valdez regarding Possible Dismissal of Cross Action After Settlement for other issues. (Section 551.071, T.G.C.)
- B) Discussion and Possible Action regarding sale or exchange of a portion of Lot 11 (b); Convention Center Subdivision, Lot 8. (Section 551.072, T.G.C.)
- C) Discussion and Possible Action regarding entering into a sales contract for a 3.56 acre tract out of Lot 3, Block 10, Steele Pershing Subdivision. (Section 551.072, T.G.C.)
- D) Discussion and Possible Action regarding entering into a sales contract or lease with James Nikki Rowe Veterans of Foreign Wars Post 2369. (Section 551.072, T.G.C.)
- E) Discussion and Possible Action regarding possible exchange of property on 33rd Street for housing development. (Section 551.072, T.G.C.)
- F) Consultation with City Attorney regarding legal issues related to funding for certain contractual obligations. (Section 551.071, T.G.C.)
- G) Consultation with City Attorney regarding a possible contract with Vianovo relating to International Bridge Facilities. (Section 551.071, 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.

C E R T I F I C A T I O N

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 8th day of February, 2013 at 5:00 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

**CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM**

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 1A1
DATE SUBMITTED 1/18/13
MEETING DATE 2/11/13

- 1. **Agenda Item:** Rezoning Request
- 2. **Party Making Request:** Carl H. Scalise
- 3. **Nature of Request: (Brief Overview) Contract:** Yes No

Rezone from R-1 (single family residential) District to C-3 (general business)
District: 0.53 acres out of Lot 2, Rancho de la Fruta No. 1 Subdivision, Hidalgo
County, Texas; 100 East Highway 83 (rear).

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>2/5/13</u>	<u>Yes</u>
b)	_____	_____	_____	_____

8. **Staff's Recommendation:** Approval

9. **Advisory Board:** X Approved Disapproved None

10. **City Attorney:** IP 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 17, 2013

SUBJECT: REZONE FROM R-1 (SINGLE FAMILY RESIDENTIAL) DISTRICT TO C-3 (GENERAL BUSINESS) DISTRICT: 0.53 ACRES OUT OF LOT 2, RANCHO DE LA FRUTA NO. 1 SUBDIVISION, HIDALGO COUNTY, TEXAS; 100 EAST HIGHWAY 83 (REAR). (REZ2012-0052)

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 vacant and is located along the east side of South 1st Street 450 feet south of Highway 83. The tract has 230 feet of frontage along South 1st Street with a depth of 100 feet. The property was zoned R-1 (single family residential) District during comprehensive zoning in May 1979. There have been no other rezoning requests for this property since that time. The subject tract is vacant. The applicant is requesting C-3 (general business) District to develop the property for commercial use. A feasibility plan has not been submitted.

The adjacent zoning is R-1 (single family residential) District to the south, and C-3 (general business) District in all other directions. In 1984 a request to rezone to C-3 was approved for 108 East Highway 83 and is the site for an auto parts store. A rezoning request for C-3 (general business) District for a 3.17 acre tract to the east was approved in 2003 and developed as Phase One Office Park for an auto sales business. Surrounding land uses are Burton Fleet and Industrial Supply, single family residential, Scalise & Company Inc. warehouse, a paint & body shop, and warehouse use.

- The requested zoning conforms to the Auto Urban Commercial land use designation for the tract as indicated on the Foresight McAllen Comprehensive Plan.
- The zoning trend for this area is C-3 (general business) District.
- C-3 (general business) District allows any retail business, personal services, business services, hospitals, hotels, restaurant with 51% food sales and any wholesale trade to a permitted retail operation.
- East Highway 83 is designated as a Principal Arterial with 100 feet of right-of-way and is constructed with 68 feet of pavement with 4 travel lanes, left turn lane, a shoulder along the south lanes, and a posted speed limit of 35 miles per hour.
- South 1st Street is a local street with right-of-way ranging from 40 to 50 feet and is

constructed with 2 travel lanes, curb and gutter and a posted speed limit of 30 miles per hour.

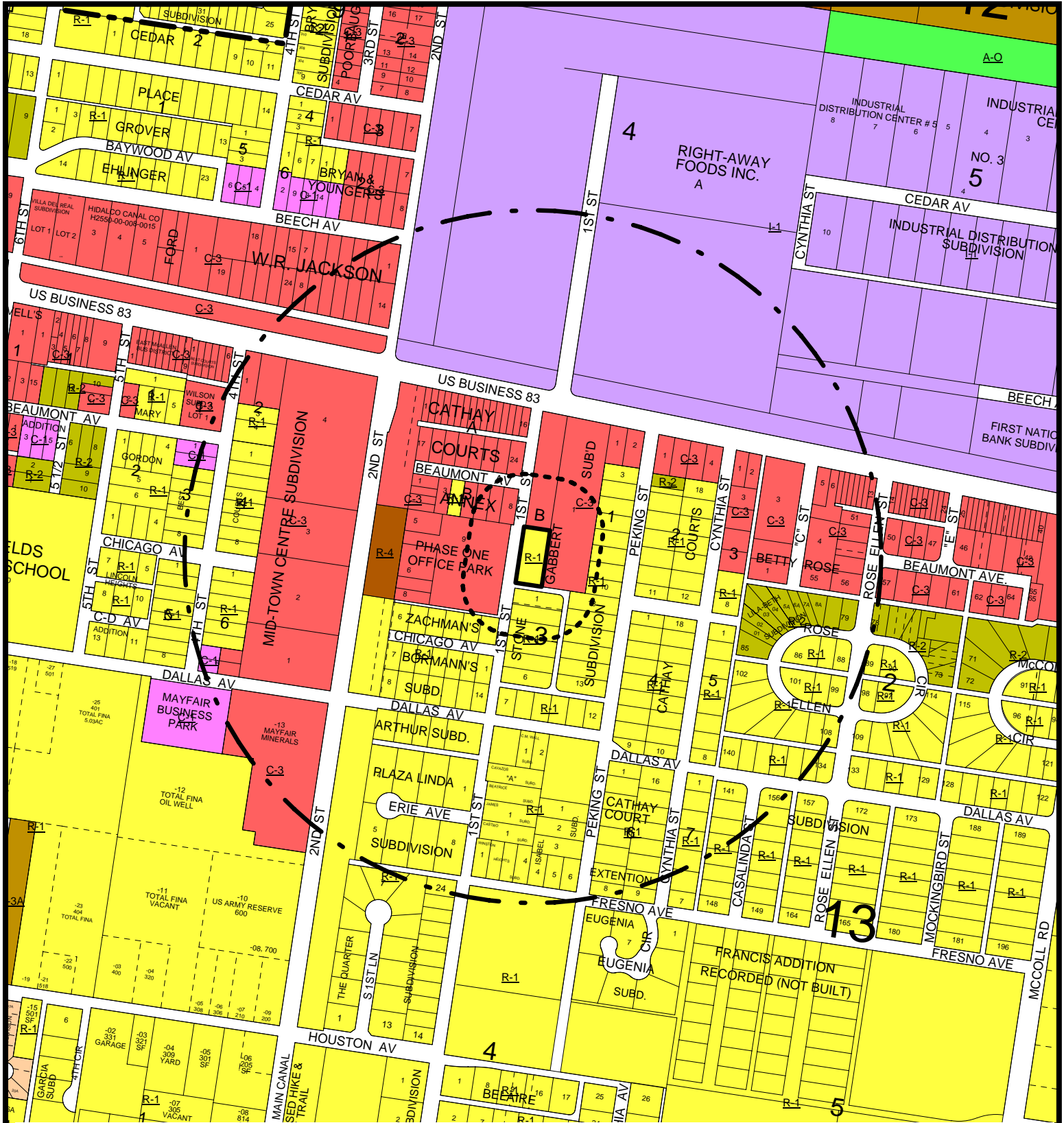
- Trees with a caliper of 20 inches or greater in commercial zones are protected and require a permit for removal.
- An 8 foot masonry wall is required where a nonresidential use has a side adjacent to a residential use or district.
- A recorded subdivision plat and an approved site plan are required prior to the issuance of any building permits.

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. Approve the rezoning request for a less intense zoning district.
4. Disapprove the request.

RECOMMENDATION:

At the Planning and Zoning Commission meeting of January 16, 2013, no one appeared in opposition to the rezoning request. The applicant was present but did not speak. 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

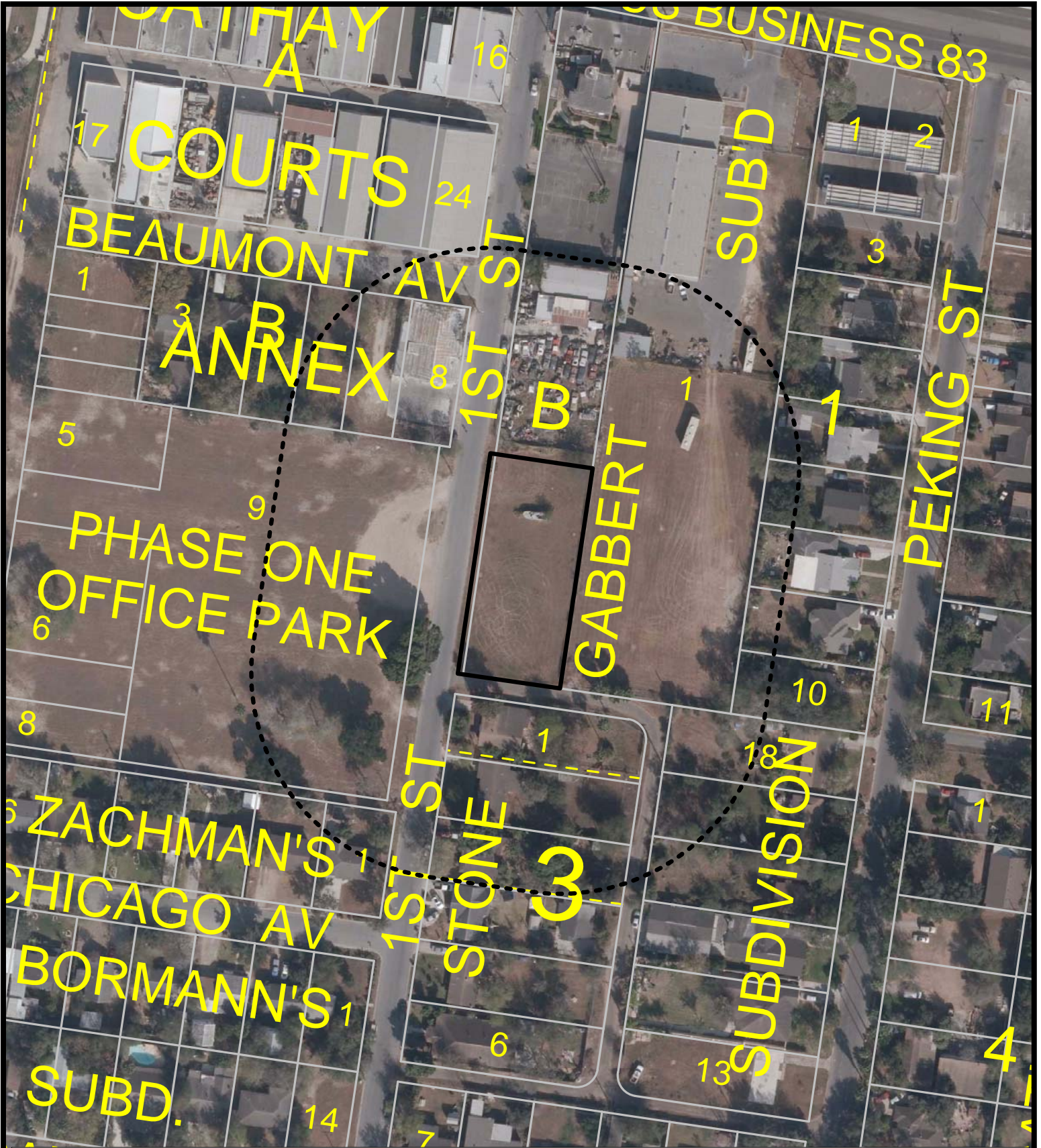
200 FT. NOTIFICATION BOUNDARY

1/4 MILE RADIUS

ZONING LEGEND

A-0 (AGRICULTURAL & OPEN SPACE)	R-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)

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

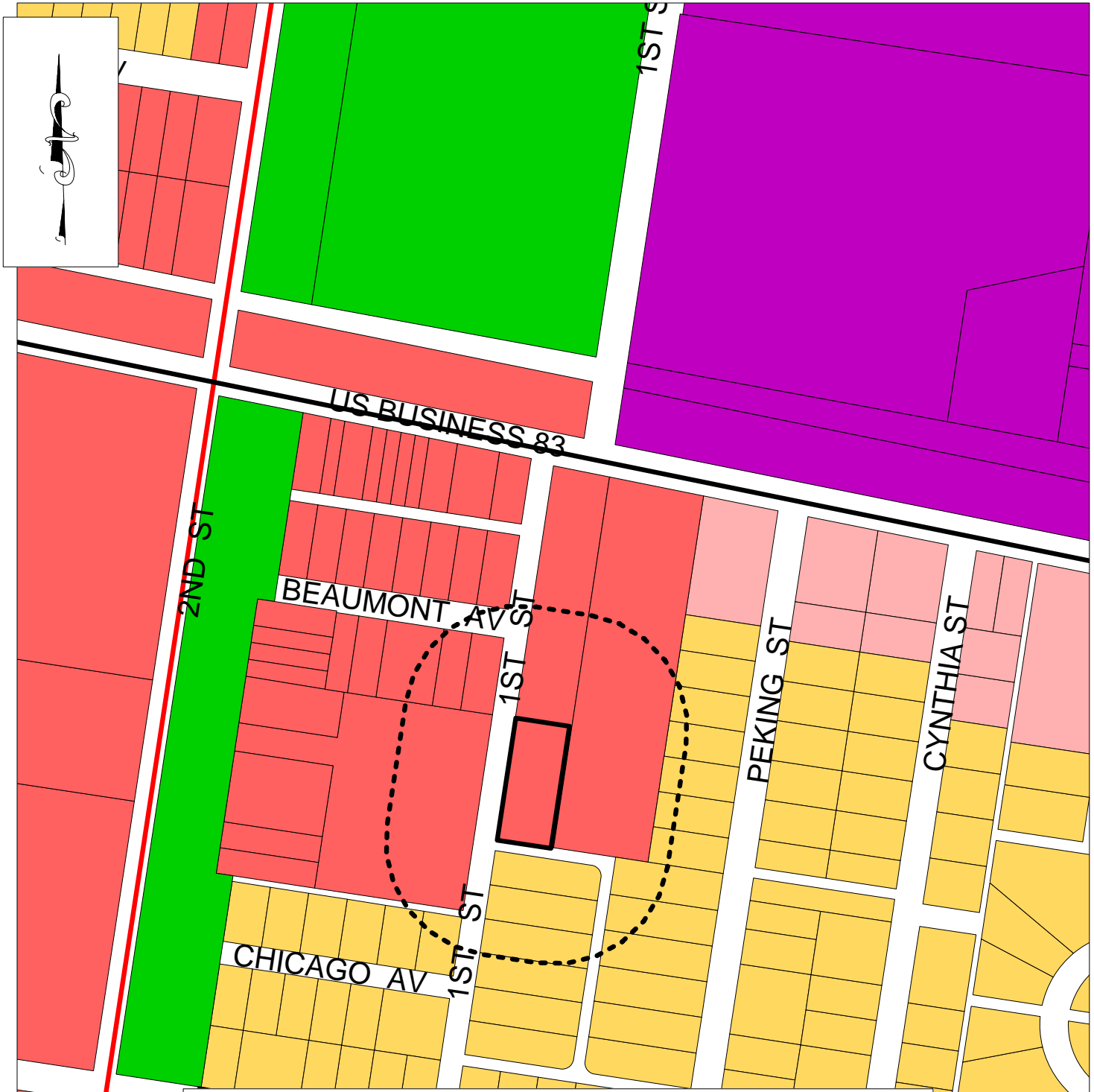
AERIAL MAP
 SCALE: N.T.S.

 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" = 500 FT
APPROVED: DECEMBER 10, 2007

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
REZ2012-0052

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

STANDARDIZED RECOMMENDATION FORM

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

AGENDA ITEM _____ 1A2
DATE SUBMITTED _____ 2/05/12
MEETING DATE _____ 2/11/12

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

2. **Party Making Request:** Alonzo Cantu

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

Request of Alonzo Cantu for a Conditional Use Permit, for life of the use, for an Associated Recreation at 9.186 acres out of Lot 13, Block 278, Texas Railway Company's Survey Subdivision; 1121 Providence Avenue.

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 <u>YES/NO</u>
a) <u> Julianne R. Rankin </u> Director of Planning	<u> JRR </u>	<u> 2/6/13 </u>	<u> Yes </u>
b) _____	_____	_____	_____

8. **Staff's Recommendation:** Staff recommends approval of the request, for life of the use, subject to the recording of the subdivision plat, compliance with the Zoning Ordinance and building permit requirements.

9. **Advisory Board:** X **Approved** _____ **Disapproved** _____ **None**
 Recommend approval of the request for the life of the use, subject to the recording of the subdivision plat, compliance with the Zoning Ordinance and building permit requirements

10. **City Attorney:** IP **Approved** _____ **Disapproved** _____ **None**

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

Memo

TO: Mike R. Perez, City Manager

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

DATE: February 05, 2013

SUBJECT: REQUEST OF ALONZO CANTU FOR A CONDITIONAL USE PERMIT, FOR LIFE OF THE USE, FOR AN ASSOCIATED RECREATION AT 9.186 ACRES OUT OF LOT 13, BLOCK 278, TEXAS RAILWAY COMPANY'S SURVEY SUBDIVISION; 1121 PROVIDENCE AVENUE.

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 west side of North 10th Street approximately 1,020 ft. north of Northgate Avenue and is zoned R-1 (single family residential) District and R-3T (townhouses) District. The adjacent zoning is R-1 District in all directions. Surrounding land uses include single family residences, mobile homes and vacant land. An associated recreation is allowed in an R-1 zone with a Conditional Use Permit and in compliance with requirements.

The property is currently vacant and is part of the proposed Villagio Phase 2 Subdivision, which got revised preliminary plat approval by the Planning and Zoning Commission at the meeting of February 5, 2013. The subject property requested a zone change to R-3T (townhouses) and got approval by the City Commission on January 14, 2013.

A Common Area is proposed within Villagio Phase 2 Subdivision. The applicant is proposing a club house and a swimming pool for the lot owners. The recreation area will be available for the lot owner's use seven days a week (Monday to Sunday) from 7:00 a.m. – 10:00 p.m. The residential subdivision will be private and gated with a block stucco fence around the property, which includes Villagio Phase I Subdivision.

The site must comply with all requirements on the building permit including setbacks, landscaping, etc. The proposed use shall meet all the minimum standards and must comply with the applicable subdivision ordinances, the zoning ordinance and specific requirements as follows:

- 1) No form of pollution shall emanate beyond the immediate property line of the permitted use;
- 2) Additional reasonable restrictions or conditions such as increased open space, loading and parking requirements, suitable landscaping, curbing, sidewalks or other similar

improvements may be imposed in order to carry out the spirit of the Zoning Ordinance or mitigate adverse effects of the proposed use. The use is limited for the lot owners only; therefore, no parking is proposed;

- 3) The associated recreation shall comply with the requirements established for accessory uses;
- 4) The associated recreation shall be customarily incidental to and maintained and operated as a part of the primary residential use;
- 5) The associated recreation shall not be hazardous to and does not impair the uses or enjoyment of nearby residential uses in a greater degree than the residential uses;
- 6) The associated recreation shall not add to levels of noise, odor, vibration and lighting or degrees of traffic congestion, dust or pollutants, in a greater amount than the adjacent residential uses.

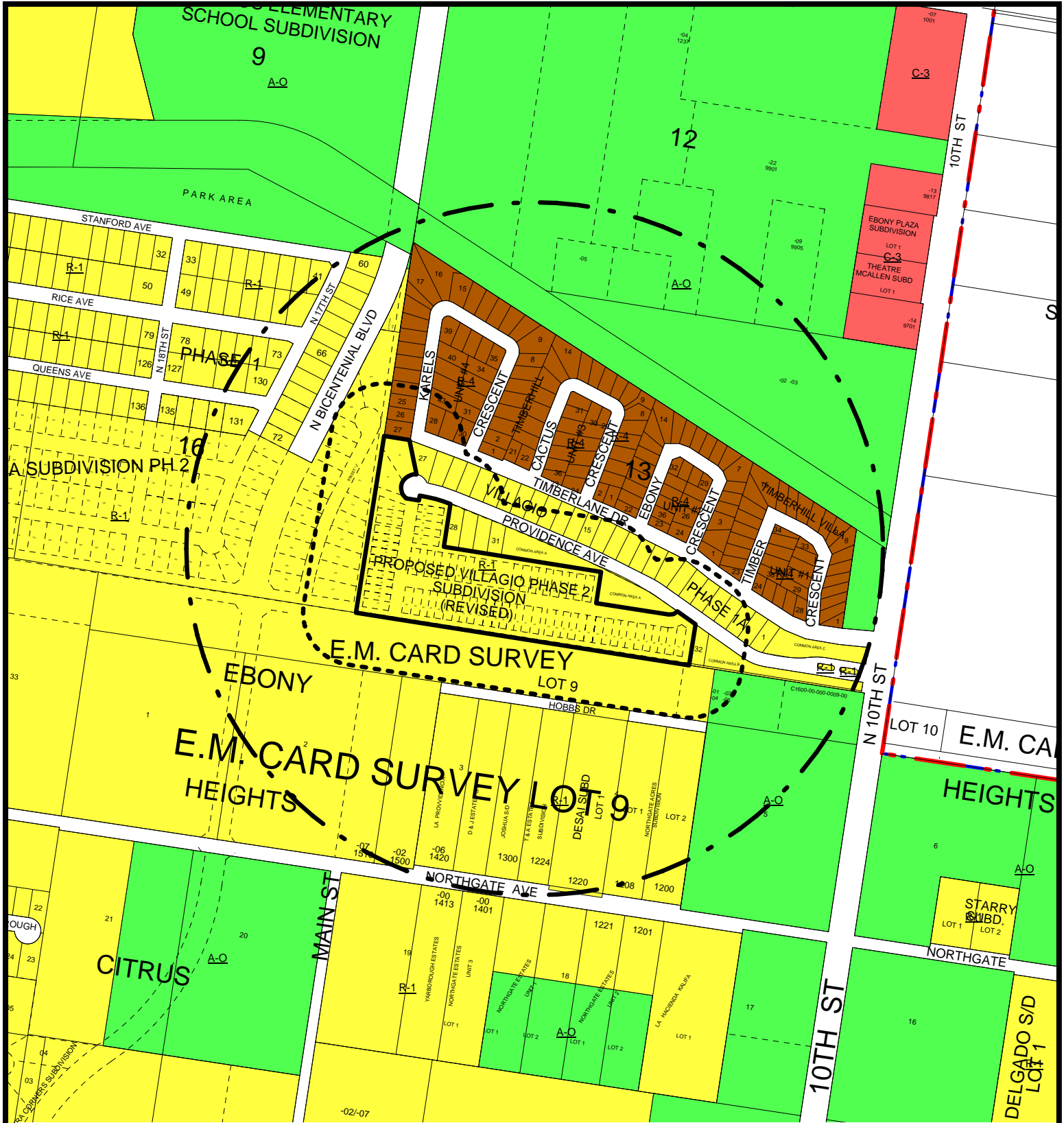
OPTIONS:

1. Approve the conditional use permit.
2. Table the item for additional information.
3. Disapprove the request.

RECOMMENDATION:

This request was heard at the February 5, 2013 Planning and Zoning Commission meeting. There was no one present in opposition of the request and the applicant's representative was present.

Following discussion of the item, the board unanimously voted to recommend approval of the request for the life of the use, subject to the recording of the subdivision plat, compliance with the Zoning Ordinance and building permit requirements. There were six members present; five voting and one abstain.



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

LEGEND

SCALE: 1" = 500'



SUBJECT PROPERTY

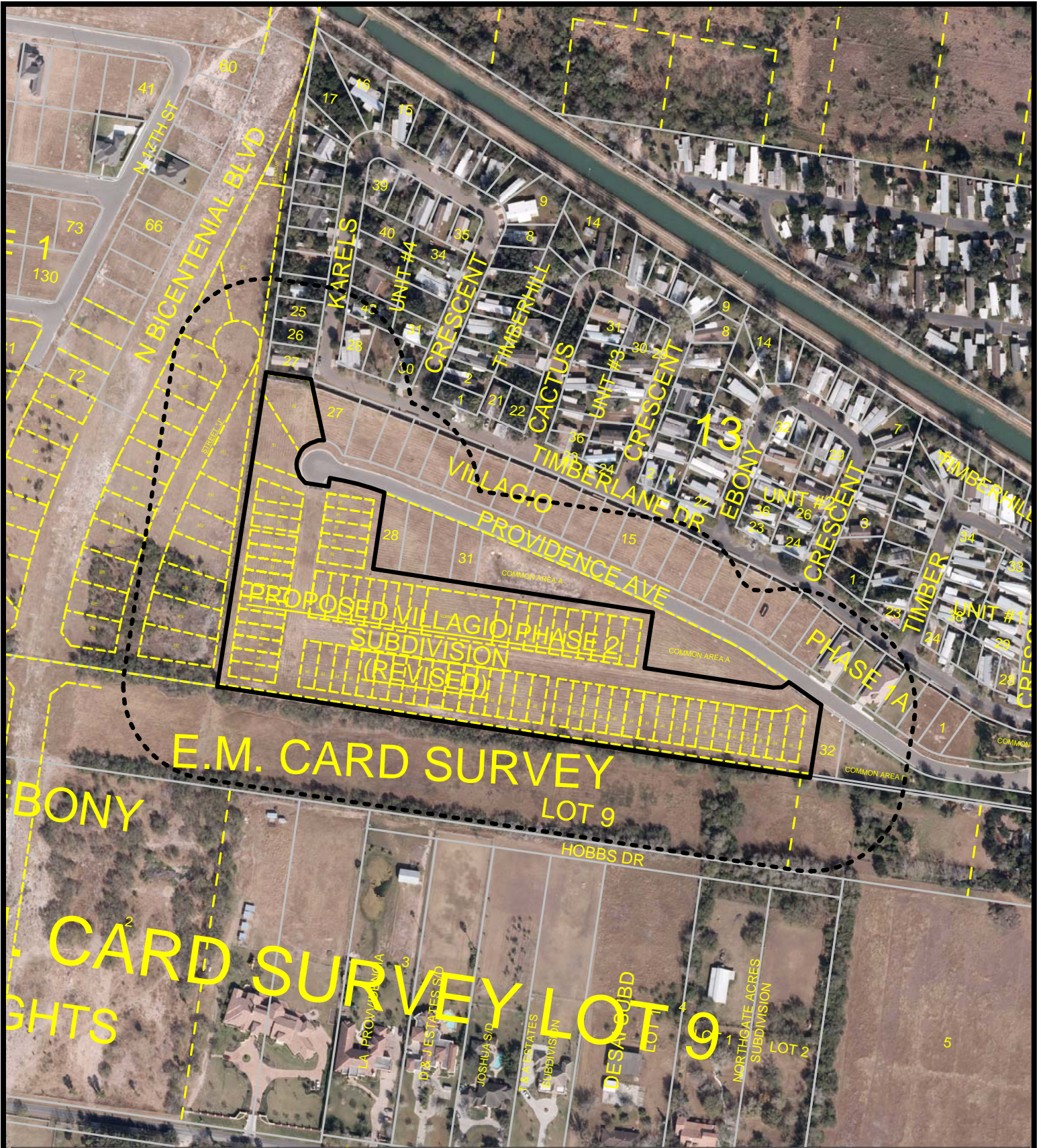
200 FT. NOTIFICATION BOUNDARY

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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CITY OF McALLEN
 PLANNING DEPARTMENT

AERIAL MAP
 SCALE: N.T.S.

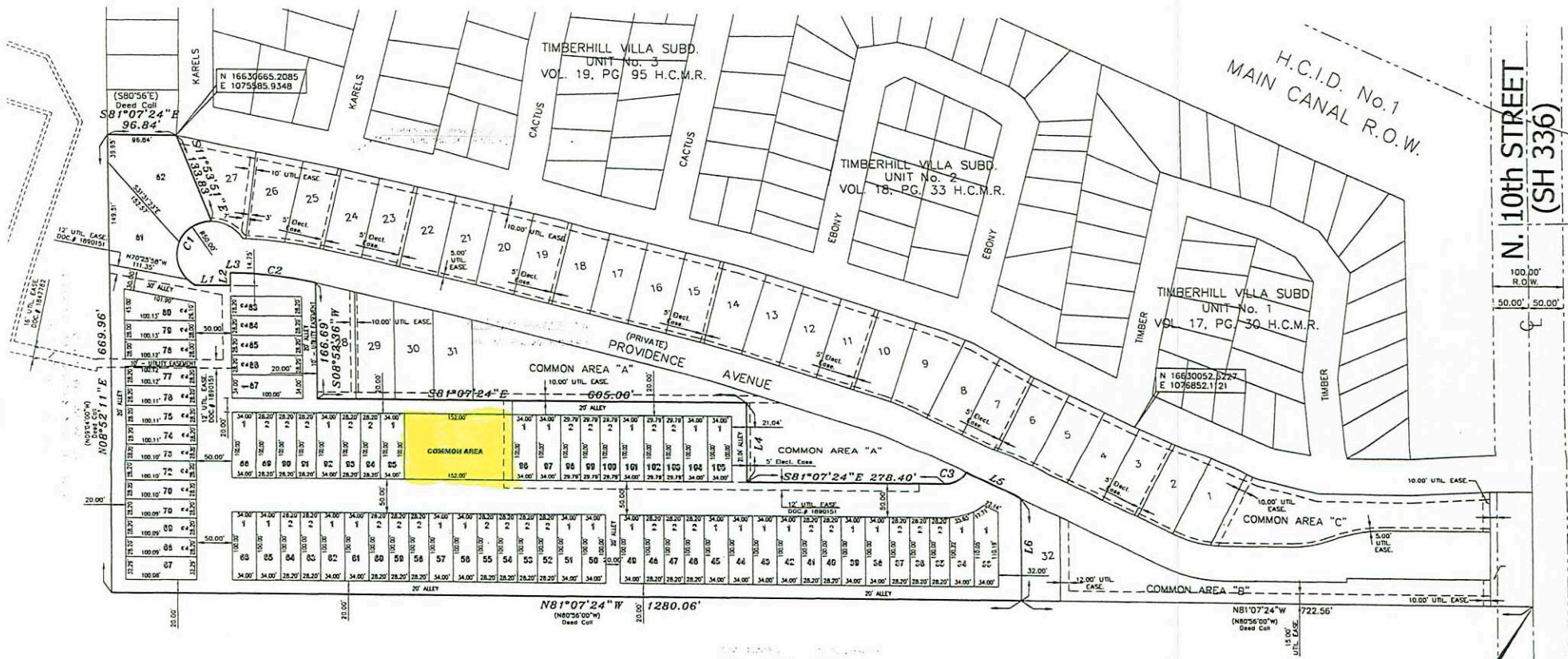
 SUBJECT PROPERTY

 200 FT. NOTIFICATION BOUNDARY



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

VILLAGIO PHASE II



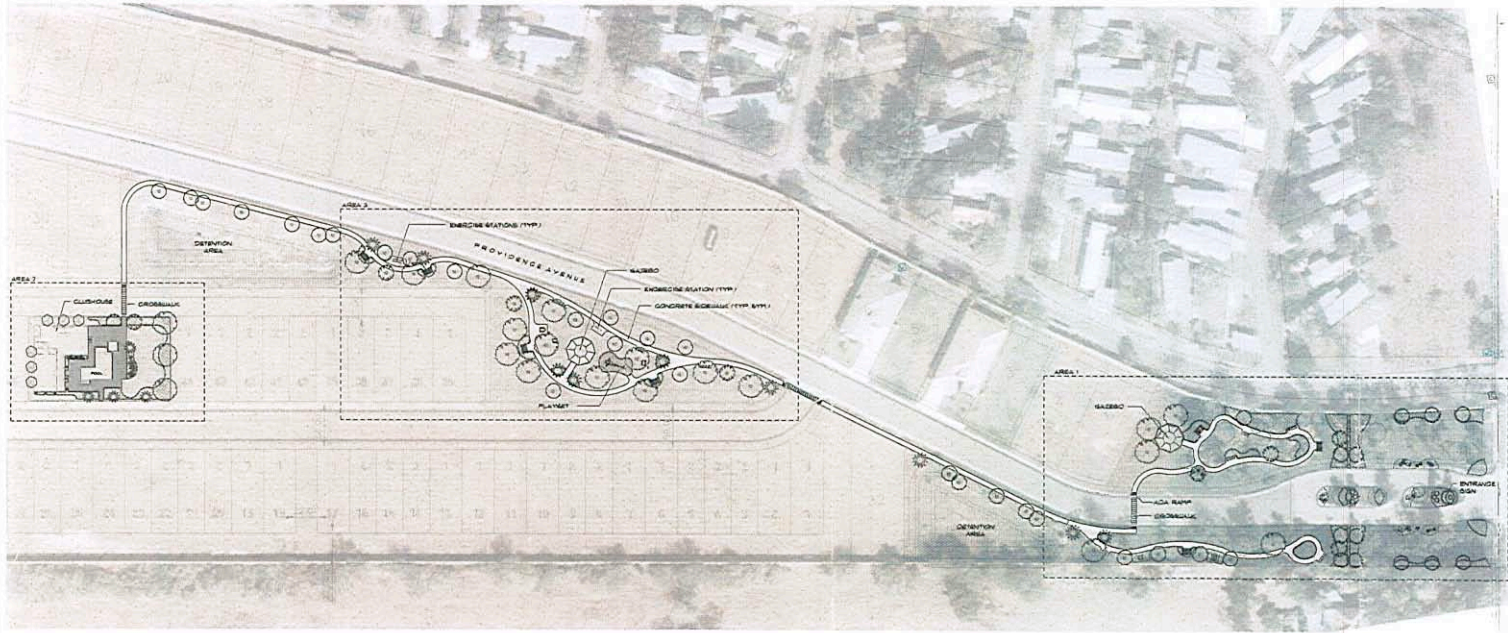
N. 10th STREET
 (SH 336)
 100.00' R.O.W.
 50.00' 50.00'

P.O.B.
 S.E. COR.
 LOT 13, SECT. 278

RECEIVED

NOV 16 2012

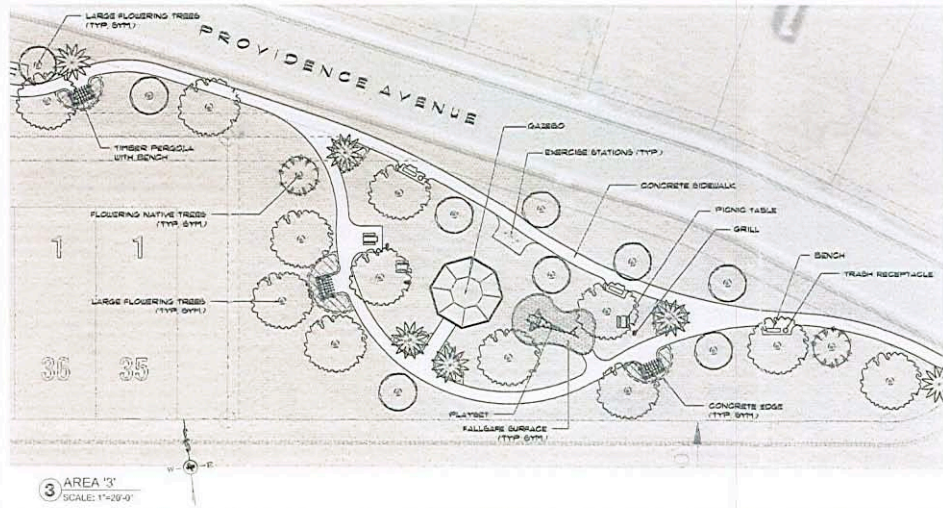
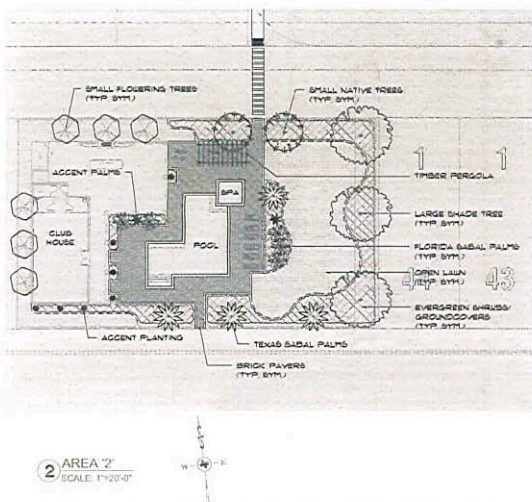
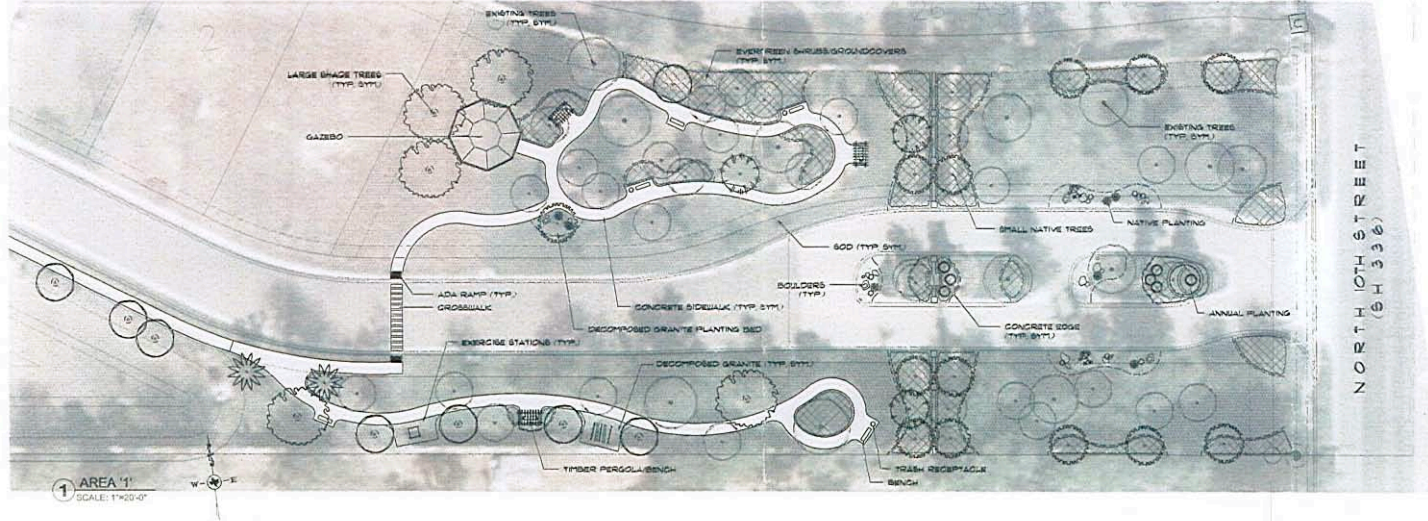
Initial: *[Signature]*



VILLAGIO
SUBDIVISION
LANDSCAPE DESIGN

DATE	DESCRIPTION	BY





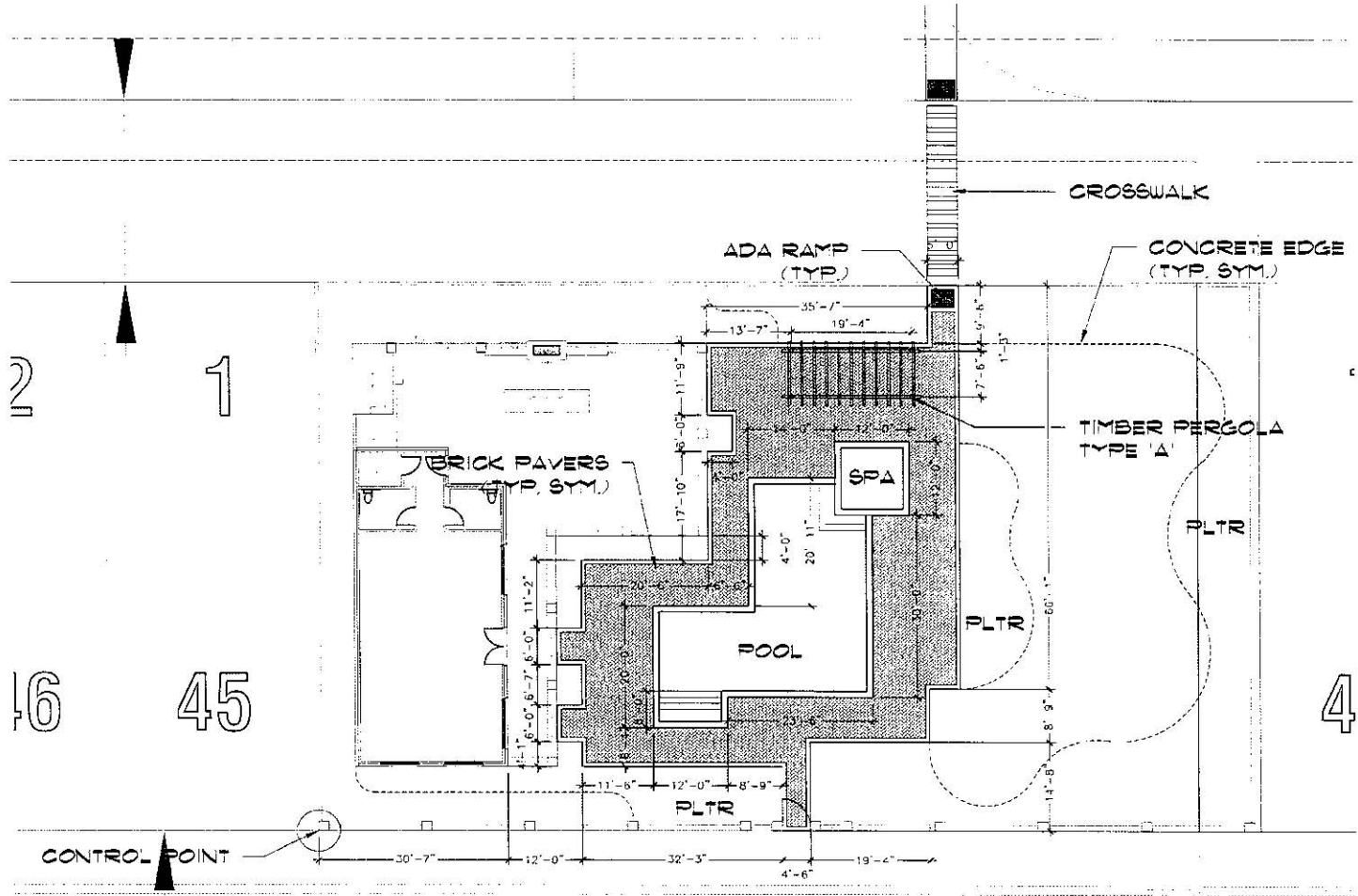
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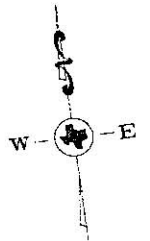
Project No.	10110001
Client	City of Houston
Scale	As Shown
Sheet	12.01

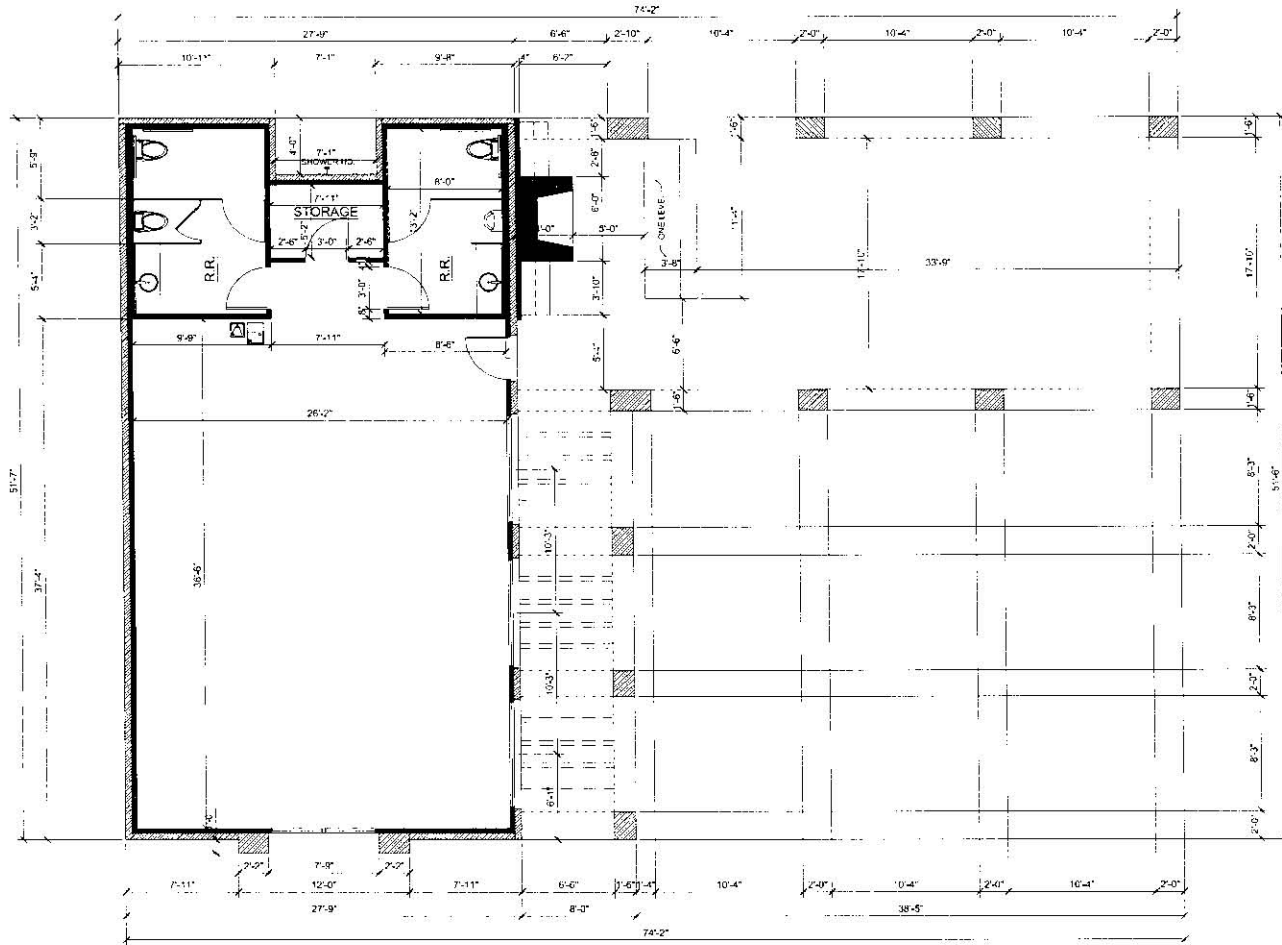
NORTH CH STREET
(6H 336)

PROVIDENCE AVENUE



2 AREA '2'
 SCALE: 1"=20'-0"





DIMENSION PLAN
SCALE: 1/4"=1'-0"

FLOOR NOTES:
A/C UNIT IN ATTIC
ALL ELECT. & MECH. TO BE PER LOCAL CODE

GIO

SPEED
LIMIT
30

NOTICE
ASSOCIATED RECREATION
For
This Property
CUP2013-0004
City of McAllen Planning Dept - 681-1250
www.mcallen.net

U

**CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM**

CITY COMMISSION X
 UTILITY BOARD
 OTHER

AGENDA ITEM 1B1
 DATE SUBMITTED 1/18/13
 MEETING DATE 2 /11/13

1. Agenda Item: Rezoning Request

2. Party Making Request: Mariela Gonzalez

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

Rezone from C-2 (neighborhood commercial) District to C-3 (general business)
District: Lot 3, Villa Bonita Phase I Subdivision, Hidalgo County, Texas; 825 North
Ware Road.

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>2/5/13</u>	<u>Yes</u>
b)	<u> </u>	<u> </u>	<u> </u>	<u> </u>

8. Staff's Recommendation: Disapproval

9. Advisory Board: Approved X Disapproved None

10. City Attorney: Approved IP Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None
Staff recommendations

Memo

TO: Mike R. Perez, City Manager

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

DATE: January 18, 2013

SUBJECT: REZONE FROM C-2 (NEIGHBORHOOD COMMERCIAL) DISTRICT TO C-3 (GENERAL BUSINESS) DISTRICT: LOT 3, VILLA BONITA PHASE I SUBDIVISION, HIDALGO COUNTY, TEXAS; 825 NORTH WARE ROAD. (REZ2012-0054)

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 on the west side of Ware Road approximately 230 feet north of Hackberry Avenue. The tract has 30 feet of frontage along Ware Road and a depth of 300 feet for a tract size of 0.21 acres. The subject property was rezoned from C-1 (office building) District to C-2 (neighborhood commercial) District in July 1997 which was developed into The Office Place. The subject property is the location for Forget Me Not Flowers and Gifts. The applicant is requesting C-3 (general business) District to provide classroom instruction and a meeting room for baby showers, Mary Kay events, and other small venues. A site plan has been submitted by the applicant showing an open area of approximately 1,512 square feet with five tables and 50 chairs.

The adjacent zoning is C-2 (neighborhood commercial) District to the south, C-3L (light commercial) District to the north, and R-1(single family residential) District to the west. Properties to the north and south were rezoned to C-3L (light commercial) District in 2002 and 2011 and are used for Keller Williams Realty and INB Realty. Surrounding land uses are single family residential, Promise Land Church, Keller Williams Realty,a laundry mat, computer repair, offices, and vacant land.

- The requested zoning does not conform to the Suburban Commercial land use designation for the property as indicated on the Foresight McAllen Comprehensive

Plan.

- The primary land use of The Office Place is office uses with three neighborhood uses; laundry, florist, and computer repair service.
- Classrooms for instructions related to floral arrangements, wreaths, and crafts maybe considered an accessory use to a florist.
- The parking requirement for an assembly area/ classrooms or unfixed seating is one parking space per 100 square feet, or an additional 10 parking spaces based upon 1,312 square feet. The adjacent property owner has granted the applicant permission to use common parking area after 6 P.M. and weekends.
- Ware Road is designated as a principal arterial with a right-of-way of 120 feet and is constructed with 6 travel lanes, a left turn lane, 2 bike lanes, curb and gutter, a median, streetlights and a posted speed limit of 40 miles per hour.

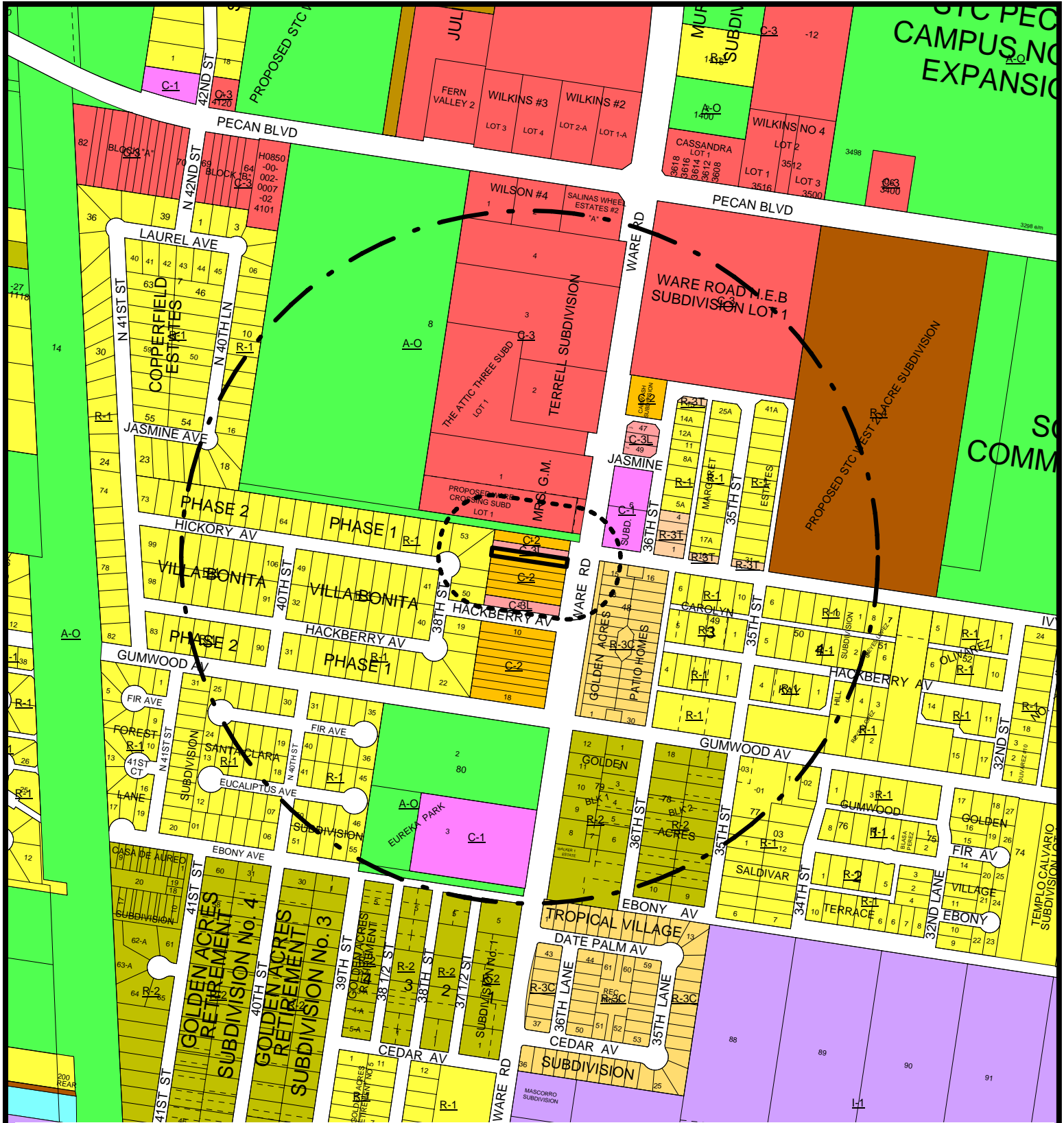
OPTIONS:

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. Disapprove the rezoning request and alternatively a less intense district.
4. Disapprove the request.

RECOMMENDATION:

At the Planning and Zoning Commission meeting of January 16, 2013, no one appeared in opposition of the rezoning request. Staff informed the board that meeting rooms are a similar use as a banquet hall, events center, and bar, therefore permitted in a C-3 zone with a Conditional Use Permit. The Board voted unanimously to recommend disapproval of the rezoning request with 5 members present and voting.

Subsequent to the meeting, the applicant met with staff and indicated an interest in obtaining C-3L (light commercial) District which would allow for leasing of more retail uses. On February 1, 2013 the applicant submitted a written request to rezone to C-3L (light commercial) District rather than C-3 (general business) in order to open a coffee shop alongside her floral business.



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

LEGEND

SCALE: 1" = 500'



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 (DUPLIX-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

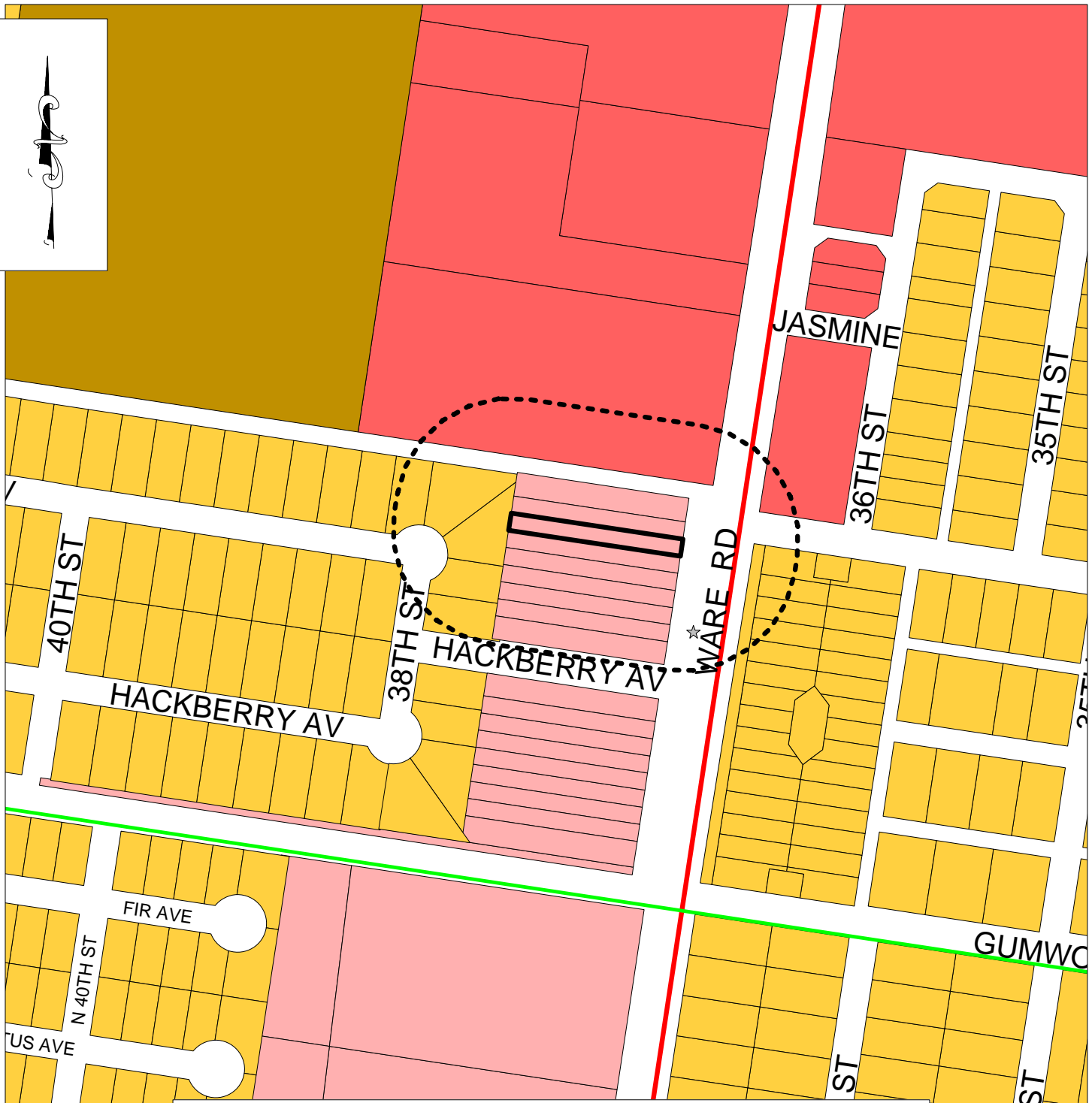
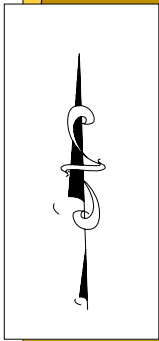
AERIAL MAP
 SCALE: N.T.S.

 SUBJECT PROPERTY

 200 FT. NOTIFICATION BOUNDARY



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



CITY OF McALLEN
PLANNING DEPARTMENT

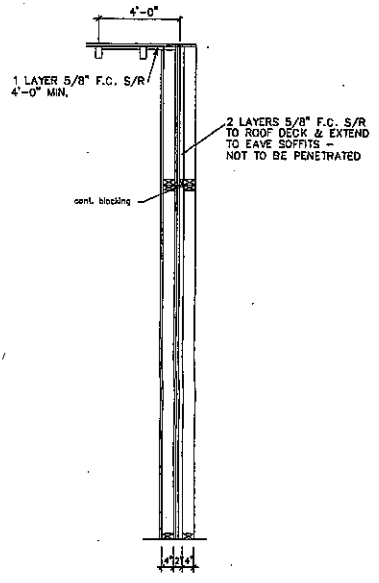
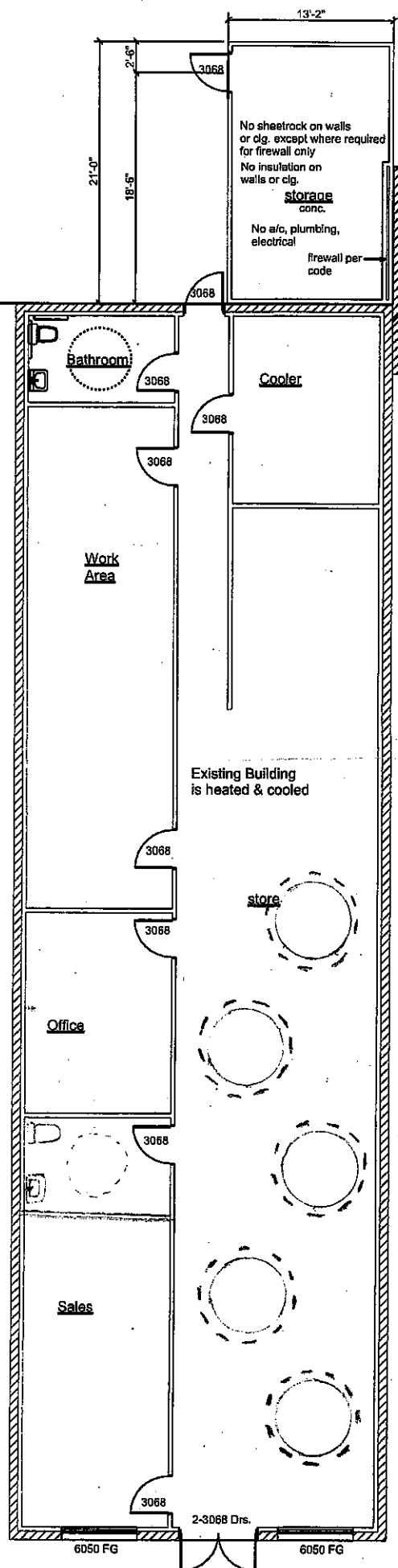
LEGEND
SCALE: 1 INCH = 2,000 FEET
APPROVED: SEPTEMBER 13, 2010

FORESIGHT McALLEN COMPREHENSIVE PLAN

FUTURE LAND USE PLAN		THOROUGHFARE PLAN	
VAC - VACANT	SCM - SUBURBAN COMMERCIAL	GRADE SEPARATION (INTERCHANGE)	EXPRESSWAY 350'
EST - ESTATE	URC - URBAN CENTER	PARKWAY 350'	HI-SPEED ARTERIAL 150'
SUBR - SUBURBAN RESIDENTIAL	UCH - URBAN CENTER HIGH	PRINCIPAL ARTERIAL 120'	MINOR ARTERIAL 100'
AUSF - AUTO URBAN SINGLE FAMILY	IND - INDUSTRIAL	COLLECTOR 80'	ALTERNATIVE ALIGNMENT
USF - URBAN SINGLE FAMILY	SPUS - SPECIAL USES, CIVIC, PUBLIC	MCALLEN CITY LIMITS	MCALLEN ETJ
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		

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

New
Addition
existing
Building



TYPICAL FIREWALL Detail
NO SCALE

Floor Plan sc: 1/8"=1'-0"

Note: All Construction to be per
2006 IBC & Local codes.

Floor Plan sc: 1/8"=1'-0"

all construction to be per
2006 IBC & local codes.

RECEIVED

DEC 31 2012

Initial: *[Signature]*

Valley Plans, Inc.
 3307 McColld rd. ste.C
 McAllen, Texas 78501
 956-213-8115

To whom it may concern,

This letter is to advise the purpose of rezoning my property, I have an existing business flower and gift shop. I would really want to add to my business arts and craft classes, edible bouquets, and offer a baby shower area. I want a place where we can invite the community to learn crafts....for example making wreaths , learning flower arranging and having a free day of arts and crafts for children. This small venues will be held at night and on weekends....with not more than 50 to 60 people. If anyone decides to make a baby shower or maybe a hosting a Mary Kay venue. It will be clear in the plans the capacity of people that can attend. So clearly anyone with the idea of needing a bigger place will clearly steer away from this location. Please consider rezoning , it will create more jobs and maybe someone else who learns from my classes will open and contribute to making more businesses. Thank you..P.s the future ~~proposed~~ land ^{is} just yards away and its zoned ~~c-3~~ c-3


NH

12-31-12

El Rafael Hernandez manage properties for Go International L.L.C., And we give permission to Forgetme Not Flowers and gifts (MARIELA GONZALEZ) TO USE Common Area parking located at 817 N. WARE 833 N. WARE and 813 Nth WARE Rd.

During p.m. Hours starting at 6pm. and Weekends, commencing JAN 2013 and ending JAN. 2018, Week days from 6-10pm And weekends from 1-12pm.---

Rafael Hdz.

* 

(956) 562-99-51

RECEIVED

1 2012

February 1, 2013

To Whom it may concern,

I wanted to request a re-zoning of my property located at 825 nth ware rd. We recently requested to get re-zoned to a C-3, but we wanted to change it into a C-3 Light commercial . Upon further discussion with the board we have determined that it might not be possible to change into a C-3 so therefore we would want the board to please re-zone into a C-3 light commercial . These will make it possible for us to turn part of this location that we have in our flower shop into a coffee shop. These will help keep us in business. I have researched locally around this area and there is no coffee shop. This will bring new needed business that we need in order for us to keep our business doors open. Thank-you for seriously looking into this matter...

Sincerely,



Mariela Gonzalez

WILLY'S FLOWERS & GIFTS



NOTICE
REZONING
For
This Property
REZ2012-0054
City of McAllen Planning Dept - 681-1250
www.mcallen.net



Salud y Nutricion



AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF McALLEN, TEXAS AS ENACTED ON MAY 29, 1979, BY PROVIDING THAT LOT 3, VILLA BONITA PHASE 1 SUBDIVISION, HIDALGO COUNTY, TEXAS, SHALL BE CHANGED FROM C-2 (NEIGHBORHOOD COMMERCIAL) DISTRICT TO C-3 (GENERAL BUSINESS) DISTRICT; THAT 0.53 ACRES OUT OF LOT 2, RANCHO DE LA FRUTA NO. 1 SUBDIVISION, HIDALGO COUNTY, TEXAS, SHALL BE CHANGED FROM R-1 (SINGLE FAMILY RESIDENTIAL) DISTRICT TO C-3 (GENERAL BUSINESS) 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-2 (neighborhood commercial) District to C-3 (general business) District:

Lot 3, Villa Bonita Phase 1 Subdivision,
Hidalgo County, Texas.

SECTION II: The following tract of land which is located within the city limits of the City of McAllen, Texas shall be rezoned from R-1 (single family residential) District to C-3 (general business) District:

A 0.53 acre tract of land out of Lot 2, Rancho de la Fruta No. 1 Subdivision, Hidalgo County, Texas, said tract of land being described by metes and bounds as follows:

BEGINNING on a set ½ inch rod, at the Southwest corner of Lot 2, Rancho de la

Fruta, Subdivison No. 1;

THENCE, North 08 Deg. 46 Min 00 Sec. East, a distance of 230.38 feet to a point being the Northwest corner;

THENCE, South 81 Deg. 14 Min. 00 Sec. East, a distance of 100.00 to a point being the Northeast corner;

THENCE, South 08 Deg. 46 Min. 00 Sec. West, a distance of 230.38 feet to a found ½ inch iron rod being the Southeast corner;

THENCE, North 81 Deg. 14 Min. 00 Sec. West, a distance of 100.00 feet for the Southwest corner and the PLACE OF BEGINNING, containing 0.53 acres, more or less.

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

SECTION IV: 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 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.

SECTION VI: 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 11th day of February, 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 February 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 X
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

AGENDA ITEM **2A**
DATE SUBMITTED **02/06/2013**
MEETING DATE **02/11/2013**

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 28, 2013.

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>Annette Villarreal</u>	<u>AV</u>	<u>02/06/2013</u>	<u>YES</u>
	<u>City Secretary, TRMC</u>			
b)	<u> </u>	<u> </u>	<u> </u>	<u> </u>

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 28, 2013, at 6:00 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
Annette Villarreal, City Secretary
Yvette Barrera City Engineer
Phil Brown, Director of Aviation
Kate Horan, Library Director
Josh Ramirez, Director of Code Compliance & Environmental Services
Dave Melaas, Deputy Director of Parks & Recreation
Mike Hernandez, Deputy Director of Parks & Recreation
Juli Rankin, Director of Planning
Perla Zamora, Deputy City Secretary

CALL TO ORDER

Mayor Cortez called the meeting to order.

PROCLAMATIONS:

AEROMAR DAY

Commissioner Crane read and presented a proclamation for *Aeromar Day*.

CRIME STOPPERS MONTH

Commissioner Barrera read and presented a proclamation for *Crime Stoppers Month*.

MCALLEN ISD OUTSTANDING SCHOOL BOARD OF THE YEAR

Commissioner Ingram read and presented a proclamation for *McAllen ISD Outstanding School*

1. PUBLIC HEARING:

Mayor Cortez called the Public Hearing to order.

- A) ROUTINE ITEMS: [ALL REZONINGS 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.]**

Mayor Cortez asked if anyone was present to speak in opposition to the items listed under this section of the agenda. No one appeared in opposition.

Commissioner Barrera moved to approve the items listed on the Routine Items section of the agenda. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

- 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.**

Approved the Conditional Use Permit, for life of the use at 4404 South 23rd Street, as per Planning and Zoning Commission, 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. 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.

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.

Approved the Conditional Use Permit, for life of the use at 1803 North Main Street, as per Planning and Zoning Commission, 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. 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.

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

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

Staff recommended approval of the R-3A zoning at 2317 Zinnia Avenue as per the Planning and Zoning Commission but reported that a petition was submitted reflecting that 22.3% of property owners opposed the rezoning request.

Mayor Cortez asked if anyone was present to speak in opposition the rezoning request. Mary Ellen Rios spoke in opposition to the rezoning request. Attorney Mark Montalvo spoke in favor of the rezoning request. A lengthy discussion was held.

After due consideration, Commissioner Darling moved to approve the R-3A zoning as recommended. Commissioner Crane seconded the motion. The motion carried unanimously.

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

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

Staff recommended approval of the Conditional Use Permit for life of the use at 4201 North 29th Street as per the Planning and Zoning Commission, subject to compliance with the parking requirement, the Zoning and Subdivision Ordinance, Building Permit and Fire Department requirements. 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.

Mayor Cortez asked if there was anyone to appear in opposition to the Conditional Use Permit. No one appeared.

Commissioner Barrera moved to approve the Conditional Use Permit as recommended. Commissioner Darling seconded the motion carried unanimously.

D) AMENDING THE ZONING ORDINANCE OF THE CITY OF MCALLEN AS ENACTED MAY 29, 1979

Commissioner Darling moved to adopt the Zoning 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.]

Mayor Pro Tem Ramirez moved to approve the items listed on the Consent Agenda. Commissioner Crane seconded the motion. The motion carried unanimously.

A) APPROVAL OF MINUTES OF REGULAR MEETING HELD JANUARY 14, 2013.

Approved the minutes of Regular Meeting held January 14, 2013, as submitted.

B) ORDINANCE ABANDONING A 20 FT. ALLEY ON THE SOUTH SIDE OF LOTS 1 - 4, BLOCK 7, AND BLOCK 2, KEHM'S ADDITION; 601 BUSINESS HIGHWAY 83.

Adopted an ordinance providing for the abandonment of a 20 ft. alley at 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.

Approved a resolution authorizing the submission of a grant application to the Institute of Museum of Library Services for funding under the FY 2013 *Sparks!* Ignition 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.

Approved a 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.

Awarded a contract for Bleacher Relocation at De Leon Soccer Complex to Rigney Construction and Development LLC, for a lump sum of \$75,000.

F) CONSIDER APPROVAL OF OUTGOING LOAN AGREEMENT BETWEEN IMAS AND THE CITY OF MCALLEN, TO HOUSE THE ANN MOORE EXHIBIT AT QUINTA MAZATLAN.

Approved an Outgoing Loan Agreement between IMAS and City of McAllen, to house the Ann

G) CONSIDER AUTHORIZATION TO LOCATE THE "VAQUERO Y LA CORNUDA" STATUTES FROM IN FRONT OF BALLROOM TO NEW FINE ARTS CENTER.

Authorized the location of the "Vaquero y La Cornuda" statutes from in front of the Ballroom to New Fine Arts Center.

H) CONTRACT AMENDMENT NO. 1 FOR SURVEYING SERVICES WITH DANNENBAUM ENGINEERING CORPORATION.

Approved 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.

Approved Change Order No. 1 in the amount of \$36,521.80 for the 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.

Awarded a contract for the Uvalde Soccer Complex Parking Improvements Project to Jimmy Closner & Sons Construction, in the amount of \$115,336.40.

K) CHANGE ORDER NO. 1 FOR 2012-2013 SINGLE MACHINE REPAVING PROJECT.

Approved Change Order No. 1 in the add amount of \$44,237.70 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.

Staff recommended ranking of top two or three firms for MEP Services and for Structural Design Services and authorizing staff to enter into negotiations for scope of services and fee schedule with said firms.

The City Commission submitted their selections to the City Attorney and subsequently, the City Attorney announced the top ranked firms for each category:

MEP Services: Halff Associates; S & B; and DBR Engineering Consultants
Structural Services: Chanin Engineering; Hinojosa Engineering; and Solorio.

Commissioner Barrera moved to authorize staff to enter into negotiations with the top three firms for each category as listed above. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

B) AWARD OF CONTRACT FOR IMAS FAÇADE AND SITE IMPROVEMENTS.

Staff recommended award of contract for the International Museum of Arts and Sciences Facade and Site Improvements to All Pro Contractors, Inc., in the amount of \$250,296 for the base bid and Alternates 1 and 2.

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

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.

Staff recommended 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.

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

D) CHANGE ORDER NO. 5 FOR BENTSEN ROAD PAVING IMPROVEMENTS FROM PECAN BLVD. (FM 495) TO 3 MILE LINE ROAD.

Staff recommended approval of Change Order No. 5 in the amount of \$105,000.00 for Bentsen Road Paving Improvements from Pecan Blvd. (FM 495) 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.

E) CONSIDER APPROVAL OF CONTRACT WITH OVERDRIVE FOR LEASED E-CONTENT.

Staff recommended approval of a contract to OverDrive for leased e-books and e-audio books in the amount of \$15,000.

Mayor Pro Tem Salinas moved to approve the contract as recommended. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

4. ORDINANCE AMENDING THE MCALLEN CODE OF ORDINANCES, CHAPTER 54. HEALTH AND SANITATION; ARTICLE II; BY ADDING MOBILE FOOD VENDOR GUIDELINES.

Staff recommended adoption of an ordinance amending the McAllen Code of Ordinances, Chapter 54, Health and Sanitation; Article II; By adding Mobile Food Vendor Guidelines.

Numerous questions were asked. A recommendation was made to extend the hours of operation to 3:00 a.m. Staff was asked to look into Austin's ordinance and guidelines as a model.

After due consideration, Commissioner Barrera moved to adopt the ordinance as recommended subject to a change in the prohibited hours of operation to begin at 3:00 a.m. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

5. VARIANCES:

A) CONSIDER REQUEST FOR A VARIANCE FOR FEE IN LIEU OF PARKLAND FOR VILLAGIO PHASE II SUBDIVISION.

Staff recommended approval of a variance request for fee in lieu of parkland for Villagio Phase II Subdivision in the amount of \$700 per unit for 73 dwelling units totaling \$51,000.

Commissioner Barrera moved to approve the variance as recommended. Commissioner Ingram seconded the motion. The motion carried unanimously.

B) CONSIDER REQUEST FOR A VARIANCE FROM BLOCK LENGTH, CUL-DE-SAC LENGTH AND SECONDARY ACCESS FOR MONTE VISTA SUBDIVISION.

Staff recommended approval of a variance request from length, cul-de-sac length and secondary access for Monte Vista Subdivision.

A lengthy discussion ensued. Project Engineer Alfonso Quintanilla, spoke in favor of the variance. Developer Eddie Cantu, addressed the Commission in favor of the variance and answered questions.

After due consideration, Commissioner Crane moved to approve the variance with no fire lanes and subject to a deed restriction relating to off-street parking. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

6. MANAGER'S REPORT:

A) CONSIDER APPROVAL OF QUINTA ADVISORY BOARD VISION, MISSION AND BOARD COMMITMENT FORM.

Staff recommended approval of Quinta Mazatlan Advisory Board Vision, Mission and Board Commitment Form subject to an additional commitment statement to appear as #9 as recommended by the City Manager, providing that no improvements/modifications will be done to Quinta Mazatlan Buildings and/or grounds without prior approval by the City Commission.

Commissioner Ingram moved to approve the Vision, Mission and Board Commitment with additional item as recommended. 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.

AMBULANCE BOARD

Dr. Roberto Gonzalez was nominated as a new appointment.

BUILDING BOARD OF ADJUSTMENTS & APPEALS

Mayor Pro Tem Ramirez nominated Alfredo Munguia as a new appointment.

CIVIC CENTER ADVISORY BOARD

Commissioner Barrera nominated Alonzo Nassif as a new appointment.

COMMUNITY DEVELOPMENT COUNCIL

Mayor Cortez nominated Liborio Hinojosa III as a new appointment. Commissioner Barrera nominated Diana Craig as a new appointment.

DEVELOPMENT CORPORATION

Mayor Pro Tem Ramirez nominated Rick Montalvo for reappointment. Commissioner Ingram nominated Roberto Hadad as a new appointment.

KEEP McALLEN BEAUTIFUL

Mayor Cortez nominated Andre De Mattos as a new appointment. Mayor Pro Tem Ramirez nominated Maria Palomo for reappointment. Commissioner Darling nominated Shannon Ortiz for reappointment.

McALLEN HOUSING FINANCE CORPORATION

Mayor Pro Tem Salinas nominated Severo Alejandro Palacios as a new appointment.

McALLEN LIBRARY BOARD

Commissioner Barrera nominated Erica Quach and Gloria Doyle as new appointments.

PARKS AND RECREATION

Commissioner Barrera nominated Shannon Ortiz as a new appointment.

QUINTA MAZATLAN

Mayor Cortez nominated Laura Warren as a new appointment. Commissioner Barrera nominated Eva Tavarez for reappointment to another term. Mayor Pro Tem Ramirez nominated Nancy Hillard for reappointment.

TRAFFIC COMMISSION

Mayor Pro Tem Ramirez nominated Irma Irene Montalvo as a new appointment and Jose G. Gonzalez for reappointment.

ZONING BOARD OF ADJUSTMENTS & APPEAL

Shavi Mahtani was nominated as a new appointment.

McALLEN INTERNATIONAL TOLL BRIDGE

Jan Klinck was nominated for reappointment.

PUBLIC ART COMMITTEE

Mayor Pro Tem Ramirez nominated Anne Moore for reappointment to another term.

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

C) STATUS REPORT ON VARIOUS CITY PROJECTS THROUGH DECEMBER 31, 2012.

Staff gave a report on the progress of the various city projects under construction.

Report only; no action required.

D) STATUS REPORT ON PARKS AND RECREATION CONSTRUCTION PROJECTS.

Staff gave a report on the progress of Parks and Recreation Construction Projects.

Report only; no action required.

E) STATUS REPORT ON AIRPORT CONSTRUCTION PROJECT.

Staff gave a report on the progress of the Airport Construction Project.

Report only; no action required.

F) FUTURE AGENDA ITEMS.

Staff briefly reviewed the upcoming workshops items: Botanical Gardens, Joint Meeting with Ambulance Board, Joint Meeting with Community Development Council, and Quinta Mazatlan Plan.

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.

Mayor Pro Tem Salinas moved to remove said item from the table and agenda. Commissioner Darling seconded the motion. The motion carried unanimously.

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

Mayor Pro Tem Salinas moved to remove said item from the table and agenda. Commissioner Darling seconded the motion. The motion carried unanimously.

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).

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 8C, 8D, 8E, 8F, 8G, 8H and 8I; Section 551.087 Economic Development for Item 8A; Section 551.072 Deliberation regarding Real Property for Item 8J; and Section 551.074 Personnel Matters for Item 8B.

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

Mayor Cortez recessed the meeting at 8:19 pm to go into Executive Session. Mayor Pro Ramirez excused herself from the meeting. Mayor Cortez reconvened the meeting at 9:21 pm and announced the action on Executive Session items.

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

Commissioner Darling moved to instruct the City Attorney and City Manager to respectfully decline to extend the contract as discussed in Executive Session. Commissioner Barrera seconded the motion. The motion carried unanimously by those present.

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

No action.

C) CONSULTATION WITH CITY ATTORNEY REGARDING A POSSIBLE CONTRACT WITH VIANOVO RELATING TO INTERNATIONAL BRIDGE FACILITIES. (SECTION 551.071, T.G.C.)

No action; item to be brought back.

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.)

Commissioner Darling moved to authorize the City Attorney and outside counsel to defend the

city in the lawsuit. Commissioner Barrera seconded the motion. The motion carried unanimously by those present.

E) DISCUSSION WITH CITY ATTORNEY RELATING TO YEARLY LITIGATION AUDIT REPORT. (SECTION 551.071, T.G.C.)

No action.

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.)

No action.

G) CONSULTATION WITH CITY ATTORNEY RELATING TO WORKERS' COMP/LOSS RUN REPORT AS OF DECEMBER 31, 2012. (SECTION 551.071, T.G.C.)

No action.

H) CONSIDERATION AND POSSIBLE ACTION ON ARBITRATION WITH CONTRACTOR OVER CLAIM (I.O.C.). (SECTION 551.071, T.G.C.)

Commissioner Barrera moved to authorize the City Attorney and appropriate outside counsel to represent the City on the arbitration action. Commissioner Darling seconded the motion. The motion carried unanimously by those present.

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.)

Commissioner Ingram moved to authorize the City Attorney to interplead the disputed funds in connection with the demand from I.O.C. Commissioner Barrera seconded the motion. The motion carried unanimously by those present.

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.)

Commissioner Barrera moved to approve the resolution determining a public necessity to acquire a tract of land as described on the agenda. Mayor Pro Tem Salinas seconded the motion. The motion carried unanimously by those present.

ADJOURNMENT

There being no other business to come before the Commission, the meeting was adjourned at 9:23 p.m.

Richard Cortez, Mayor

Attest:

Annette Villarreal, TRMC/CMC, CPM
City Secretary

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD
ADVISORY BOARD

AGENDA ITEM 2b
DATE SUBMITTED 02/04/13
MEETING DATE 02/11/13

1. Agenda Item: **CONSIDERATION AND APPROVAL OF RESOLUTION – ADOPTION OF TEXAS DEPARTMENT OF TRANSPORTATION’S MUNICIPAL MAINTENANCE AGREEMENT**

2. Party Making Request: Engineering Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of a Resolution for the Texas Department of Transportation's (TxDOT) Municipal Maintenance Agreement

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.)	<u>Yvette Barrera, P.E., CFM, City Engineer</u>	<u>YB</u>	<u>2/4/13</u>	<u>yes</u>
b.)	<u>S. Zamora, CPM, Dir. of P & C</u>	<u> </u>	<u> </u>	<u> </u>
c.)	<u>Gary Henrichson, Assistant City Attorney</u>	<u> </u>	<u> </u>	<u> </u>
d.)	<u>R. Rodriguez, P.E., Assistant City Manager</u>	<u> </u>	<u> </u>	<u> </u>
e.)	<u>B. Branham, Deputy City Manager</u>	<u> </u>	<u> </u>	<u> </u>

8. Staff Recommendation: Approve Resolution to accept TxDOT's Municipal Maintenance Agreement.


9. Advisory Board: Approved Disapproved None

10. City Attorney: IP 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: February 4, 2013

Subject: Consideration and Approval of Resolution Adopting Texas Department of Transportation's Municipal Maintenance Agreement

GOAL

Consideration and approval of Resolution adopting Texas Department of Transportation's (TxDOT) Municipal Maintenance Agreement.

EXPLANATION

The City of McAllen has received an update to the TxDOT Municipal Maintenance Agreement. This agreement is in place for every municipality in which a state highway crosses its jurisdiction. The agreement sets forth responsibilities between the City and TxDOT regarding construction, reconstruction, maintenance, control, supervision and regulation of the designated highways within the City's limits. The updates are done periodically by TxDOT to account for new routes, revised routes, abandoned routes and changes to city limits. This agreement was last executed in 2000-2001.

OPTIONS

Approve or reject Resolution to approve TxDOT Municipal Maintenance Agreement.

RECOMMENDATION

Based on review by this office, staff recommends approval of Resolution to approve the TxDOT Municipal Maintenance Agreement.



MUNICIPAL MAINTENANCE AGREEMENT

Form 1038
(Rev. 03/12)
Page 1 of 6

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this _____ day of _____, 20____, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of _____ McAllen _____ (population _____, 2010, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.
5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.
11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of McAllen

on the _____ day of _____, 20____, and the Texas Department of Transportation, on the _____ day of _____, 20_____.

ATTEST:

CITY OF McAllen
BY _____
(Title of Signing Official)

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY _____
(District Engineer)

Pharr District - PHR - 21 District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

EXHIBIT "A" REVISIONS

Non-Controlled Access Highways

FM 495 - From West City Limits to East City Limits

BU 83 - From West City Limits to East City Limits

SH 336 - From North City Limits to South City Limits

FM 1926 - From North City Limits to BU 83

SP 115 - From BU 83 South to South City Limits

FM 1016 - From West City Limits to East City Limits

FM 3461 - From FM 3362 West to FM 2061

FM 1924 - From FM 1926 West to West City Limits

FM 2220 - From North City Limits South to South City Limits

FM 2061 - From North City Limits South to South City Limits

EXHIBIT "A" REVISIONS

Non-Controlled Access Highways

FM 494 - From FM 1016 to South City Limits

SH 107 - From East City Limits to West City Limits

EXHIBIT "B" REVISIONS

Controlled Access Highways

US 83 - From West City Limits to East City Limits

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AGREEMENT DATED _____, BETWEEN THE STATE OF TEXAS AND THE CITY OF _____ McAllen _____, FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF _____ McAllen _____; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____ McAllen _____ :

SECTION 1. That the certain agreement dated _____, between the State of Texas and the City of _____ McAllen _____ for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of _____ McAllen _____ be and the same is, hereby approved; and that _____ is hereby authorized to execute said agreement on behalf of the City of _____ McAllen _____ and to transmit the same to the State of Texas for appropriate action.

PASSED: _____

APPROVED: _____

Mayor

ATTEST:

Secretary

City of _____ McAllen _____
Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF TEXAS §

COUNTY OF TRAVIS §

I, _____, the duly appointed, qualified and acting city secretary of the City of _____ McAllen _____, Texas, hereby certify that the foregoing pages constitute a true and correct copy of an ordinance duly passed by the City Council at a meeting held on _____, A.D., 20____, at _____ o'clock a.m. p.m. .

To certify which, witness my hand and seal of the City of _____ McAllen _____, Texas, this due _____ day of _____, 20____, at _____, Texas.

City Secretary of the City of

McAllen _____, Texas

SUMMARY OF THE MUNICIPAL MAINTENANCE AGREEMENT
FORM 1038 TO BE EXECUTED BETWEEN THE STATE AND EVERY INCORPORATED CITY WITH THE PHARR DISTRICT WHICH IS TRAVERSED BY A HIGHWAY ON THE STATE SYSTEM

TASK	CONTROLLED ACCESS IN CITIES		CONTROLLED ACCESS IN UNDERDEVELOPED AREAS		CITIES WITH POPULATION <50,000	CITIES WITH POPULATION >50,000	NON-CONTROLLED ACCESS
	With Frontage Roads	Without Frontage Roads	With Frontage Roads	Without Frontage Roads			
Pavement Structure	State Responsible	State Responsible	State Responsible	State Responsible	N/A	N/A	State Responsible
Mowing & Litter Pickup	State - within curbs of frontage roads (City may assist) City - from curb to R.O.W. Line (State may assist)	State - Entire R.O.W. width	State - Within Curbs of Frontage Roads State - Assist only from Curb to R.O.W. (City may assist) City - From Curb to R.O.W.	State - Assist only from R.O.W. to edge of Roadway (City may assist) City - From R.O.W. to edge of Roadway	N/A	N/A	State - Assist Only City - Responsible whether C&G or Rural
Sweeping & Cleaning Pavement	State Responsible Lanes, Ramps, Structures and Frontage Roads	State Responsible	State Responsible	State Responsible	N/A	N/A	State - Assist Only City - Responsible whether C&G or Rural
Remove Snow & Control Ice	State - Main Lanes and Ramps only State - Assist on Frontage Roads and Structures City - Frontage Roads and Structures	State - Main Lanes, Ramps and Structures	Same as in Cities	Same as in Cities	N/A	N/A	State - Assist Only City - Responsible whether C&G or Rural
Maintain Drainage Facilities	State Responsible City - Also responsible to assist	State Responsible City - Also responsible to assist	State - Responsible City - Also responsible to assist	State - Responsible City - Also responsible to assist	N/A	N/A	State - Responsible City - Also responsible to assist
Signing and Pavement Markings, Regulatory, Warning and Guide Signs	State - Responsible except for Off-System Roads intersecting the State Highway City - Responsible for Off-System Intersection	Same as with Frontage Roads	Same as Controlled Access in Cities	Same as Controlled Access in Cities	State - Responsible for school safety devices, school crosswalks and crosswalks installed in conjunction with pedestrian signal head only	City - Responsible for all school safety devices and school crosswalks	State - Responsible except for Off-System roads intersecting the State Highway City - Responsible for Off-System Intersections
All signs installed within State R.O.W. shall meet breakaway standards and be in compliance with MUTCD	State - Responsible for school safety devices, school crosswalks and crosswalks installed on Frontage Roads in conjunction with Pedestrian Signal Head only						
Traffic signals, install, operate and maintain	State - Responsible for signals on Ramps and Frontage Road Intersections	Same as with Frontage Roads	Same as in Cities	Same as in Cities	State - Responsible	City - Responsible State - Can install if paid by City or Feds	Depends on population of City
Prohibit Parking	City - Responsible to prohibit parking on Frontage Roads, unless approved by the State	N/A	Same as in Cities	N/A	N/A	N/A	City - Responsible to prohibit angle parking, unless approved by the State
Install and maintain parking signs and pedestrian crosswalks	City - Responsible	City - Responsible	City - Responsible	City - Responsible	N/A	N/A	City - Responsible
Installation and adjustments of public utilities	City - Responsible to assure that it is done with approval of State through a Permit	Same as with Frontage Roads	Same as in Cities	Same as in Cities	N/A	N/A	City - Responsible to assure that it is done with approval of the State through a Permit
Speed limits and traffic regulations	State - Responsible to approve traffic studies, 85% radar, speed City - Can perform studies subject to approval by State	Same as with Frontage Roads	Same as in Cities	Same as in Cities	Same as Control & Non-Control Access	Same as Control and Non-Control Access	Same as Control and Non-Control Access
Street Name Signs	State - Responsible only for those mounted on State maintained traffic signal poles or arms or special advance name signs on State R.O.W. City - Responsible for all other street name signs	Same as with Frontage Roads	Same as in Cities	Same as in Cities	Same as Control & Non-Control Access	Same as Control and Non-Control Access	Same as Control and Non-Control Access
State Highway Lighting System	Subject to approval by the State. Any State Highway lighting system may be installed by the City provided that the City shall pay for all cost of installation, maintenance and operation except in those installations specifically covered by separate agreements between the City and the State.						
Enforcement of Legal Loads	The City shall enforce the State laws for movement of loads which exceed the legal limit. This enforcement also applies to lower weight limits than legal load when mutually agreed between the City and the State that restrictions are needed to avoid damage to the Highway or for traffic safety.						
Encroachment within State R.O.W.	The City shall prevent future encroachments within the R.O.W. of the State Highways and assist in removal of any present encroachments when requested by the State. City shall prohibit the planting of trees or shrubbery or any obstruction within the R.O.W. without prior approval in writing from the State (Permit).						
Installation and maintenance of traffic control devices within R.O.W. of State Highways	The City shall not install, maintain or permit the installation of any type of traffic control device within R.O.W., unless approved in writing by the State. Example of these devices are signs, traffic signals and pavement markings. This requirement also applies to any existing devices installed prior to signing of this agreement and City agrees to removal of such devices.						
Policy for Issuing Access Driveway Permit	A) If the City has a City-Wide Driveway Permit Process: The City will issue permits for Access Driveways and will assure the greatest conformance for proper installation and maintenance of access driveway facilities in accordance with State's Policy. If other standards are to be used, it will require approval in writing by the State. Pharr District will continue to issue Driveway Permits after City has approved and signed the Permit. B) If the City does not have a City-Wide Driveway Permit Process: The State may issue Access Driveway Permits on State Highway routes in accordance with its regulations for access driveways to State Highways, which is the State's Policy.						

RESOLUTION NO. 2012-__

ADOPTION OF 2012 CITY OF MCALLEN
APPRAISAL ROLL WITH THE AMOUNTS OF
CITY TAX ENTERED BY THE TAX ASSESSOR.

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF MCALLEN §

WHEREAS, the 2012 Appraisal Roll has been certified and a tax rate of 0.4313 per \$100 has been adopted in accordance with the provisions of the Texas Property Code; and

WHEREAS, the Tax Assessor for the City of McAllen has calculated the tax imposed on each property included in the Appraisal Roll in the manner prescribed by Section 26.09(c) of the Texas Property Tax Code; and

WHEREAS, the Tax Assessor has entered the amount of tax determined as provided by the Texas Property Code in the Appraisal Roll, a summary of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the Tax Assessor is required to submit the 2012 Tax Roll to the Board of Commissioners of the City of McAllen for approval.

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

The 2012 City of McAllen Tax Roll with the amounts of City Tax entered by the Tax Assessor is hereby formally approved.

BE IT FURTHER RESOLVED that the 2012 City Tax Roll Summary, prepared by the Tax Assessor and attached hereto and made a part hereof for all purposes as Exhibit "A", is hereby approved.

CONSIDERED, PASSED, APPROVED and SIGNED this 11th day of February, 2013, at a regular called meeting of the Board of Commissioners of the City of McAllen at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas

Government Code.

CITY OF McALLEN

By: _____
Richard F. Cortez, Mayor

ATTEST:

Annette Villarreal, City Secretary

APPROVED AS TO FORM:

Kevin D. Pagan, City Attorney

SUMMARY OF CITY OF MCALLEN
2012 TAX ROLL
Section 26.09 Texas Property Tax Code

Number of Properties in the City: 54,812

Appraised Values by Category:

Market Value (Land)	3,144,053,547
Improvement Value (Buildings)	4,721,772,651
Personal Property or Business Inventory	1,282,977,991
Minerals, Utilities, Telephone Lines, Etc.	17,069,158

Total Market Value: 9,165,873,347

Total Exempt Property:	913,957,045
Value Loss due to Aguse Exemptions	263,812,413
Total Homestead Cap Adjustment	11,897,790

Partial Exemptions:

Over-65 and Disability	73,461,339
Disabled Veterans	25,854,952
House Bill 366 (values under %500.00)	45,271
Freeport	311,500,345
Pollution Control	362,323
Charitable Organizations	695,718
Historical	942,531

Net Taxable Value: 7,563,343,620

Adopted Tax Rate 0.4313%

2012 Total Tax Levy before Freeze \$ 32,620,701.03

Taxable Value After Freeze 7,038,732,251

Tax Levy after Freeze \$ 30,358,052.20

Freeze Accts. \$ 1,876,594.22

Beginning Balance on 2012-2013 Tax Roll \$ 32,234,646.42

SUBMITTED BY: Martha Guel
Martha Guel
Tax Assessor Collector

DATE: 2/4/12



PUBLIC WORKS MEMORANDUM

TO: Mike R. Perez, City Manager

FROM: Carlos A. Sanchez, P.E., CFM, Public Works Director *Carlos A. Sanchez*

DATE: February 1, 2013

SUBJECT: Change Order for the Purchase of 1,600 TOTER Refuse and Recycling Carts – Purchase Order #12532

Goal: Consideration and approval of a change order for the purchase of 1,600 TOTER refuse and recycling carts.

Explanation: On October 22, 2012, Public Works submitted a request to award a purchase contract to TOTER Incorporated for 800 black refuse and 800 blue recycling carts. The original unit cost submitted by TOTER under State of Texas Contract Bid No. 450-A2 was \$45.99 per cart. The entire purchase request including graphics and labeling for 1,600 carts was \$76,016.00. The City Commission approved this item at the October 22, 2012 City Commission meeting.

Purchase Order #12532 was created and subsequently submitted to the State by the Purchasing Department for processing on November 1, 2012. On November 1, 2012 and unbeknownst to the City, the State increased the price from \$45.99 per cart to \$50.51 per cart. The carts were manufactured by TOTER and we received them on January 7, 2013.

We are still pending receipt of the final invoice from TOTER, however, the price increase based on the quantities ordered will be approximately \$7,232.00. As a result of this price increase, Public Works is seeking authorization for a change order to reflect the increase in price when the final invoice is received.

Recommendation: Public Works recommends approval of change order to reflect the increase in cart costs from \$45.99 per cart to \$50.51 per cart for a total purchase order of \$83,248.00.



CITY OF McALLEN

P.O. BOX 220
McALLEN, TX 78505-0220

Purchase Order

No. PO00012532

INVOICE(S) MAILED TO ADDRESS ABOVE OR
E-MAIL INVOICES TO:
comfinanceap@mcallen.net

Date 11/1/2012
Page 1 of 1

FEDERAL, STATE, LOCAL, AND USE TAXES ARE NOT
APPLICABLE TO THIS PURCHASE WHICH
IS FOR THE EXCLUSIVE USE OF THE
CITY OF McALLEN

Vendor: TOTER INCORPORATED
841 MEACHAM ROAD
STATESVILLE, NC 28677

Ship To: SANITATION - RESIDENTIAL COLL
4201 BENTSEN ROAD
McALLEN, TX 78504

L/N	Commodity No./Stock Number / Class Item	Description	Ordered	U/M	Unit Price	Total Price
1	450-34-01001-5 45034	TOTER, 96-GAL, MODEL 57596 EVR II UNIVERSAL, COMM CODE: 450-34-381603-5-2 COLOR: BLUE BODY & LID S/N <i>From Req/Line: 14489/6 Dept: 4252 Contract: 12-SP03-01</i>	800.00	EA	\$45.9900	\$36,792.00
2	450-34-01002-3 45034	OPTION, LID HOT STAMP, ADD \$0.26 PER STAMP, COMM CODE: 450-34-90013-9 <i>From Req/Line: 14489/7 Dept: 4252 Contract: 12-SP03-01</i>	800.00	EA	\$0.2600	\$208.00
3	450-34-01003-7 45034	OPTION, LID GRAPHIC, ADD \$2.26 PER GRAPHIC, COMM CODE: 450-34-90007-1 <i>From Req/Line: 14489/8 Dept: 4252 Contract: 12-SP03-01</i>	800.00	EA	\$2.2600	\$1,808.00
4	450-34-01004-5 45034	TOTER, 96-GAL MODEL 57596 EVR II UNIVERSAL, COMM CODE: 450-34-381603-5-2 COLOR: BLACK BODY & LID S/N <i>From Req/Line: 14489/9 Dept: 4252 Contract: 12-SP03-01</i>	800.00	EA	\$45.9900	\$36,792.00
5	450-34-01005-3 45034	OPTION, LID HOT STAMP, ADD \$0.26 PER STAMP, COMM CODE: 450-34-90013-9 <i>From Req/Line: 14489/10 Dept: 4252 Contract: 12-SP03-01</i>	800.00	EA	\$0.5200	\$416.00

PROJECT NO. 10-12-SP03-01 PURCHASE OF 96-GALLON & 32-GALLON REFUSE
CONTAINERS. AS PER CITY COMMISSION ACTION TAKEN ON OCTOBER 22, 2012.
PURCHASED THROUGH THE STATE OF TEXAS CONTRACT #450-A2

Subtotal	\$76,016.00
Trade Discount	\$0.00
Freight	\$0.00
Order Total	\$76,016.00

Diana Ramirez

Authorized Signature

(Required for Purchases over \$1,000.00)

Approved For Payment

Date

Carlos A. Sanchez, P.E., CFM, CPM, Director of Public Works

QUOTE #: 12-0723R8

September 26, 2012

PREPARED FOR:	SHIP TO:
City of McAllen Attn: Mario Vela McAllen, TX Email mvela@mcallen.net	McAllen, TX

DESCRIPTION	QUANTITY	UNIT PRICE	EXT PRICE
Toter 96 Gallon – Model 57596 - EVR II Universal Commodity Code 45034381603-5-4 ❖ Color – Black body and lid ❖ Serial Numbers – serial number hot stamped on body ❖ Hot Stamp – on one side of cart body in white ❖ Wheels – Standard 10" Sunburst ❖ Cart Assembly – Unassembled ❖ Warranty – Container body, lid, wheels, axle, stop bar and all attachments are covered by a 10 year unprorated warranty. <u>Option</u> ❖ Lid Hot Stamp – two custom on lid- commodity code 450-34-900139 (\$.26 @ stamp)	800	\$45.99	\$36,792.00
Toter 96 Gallon- Model 57596- EVR II Universal Commodity Code 45034381603-3-2 ❖ Color- Blue body and lid ❖ Serial Number- serial number hot stamped on body ❖ Hot Stamp – on one side of cart in white ❖ Wheels – Standard 10" Sunburst ❖ Warranty- same as above <u>Option</u> Lid Hot Stamp \$0.26- custom on lid- Commodity Code 450-34-90013-99	800	\$45.99	\$36,792.00
Lid Graphic- \$2.26- Commodity Code 450-34-900071-1	800	\$2.26	\$1808.00
TOTAL			\$76016.00

ADDITIONAL INFORMATION:

Freight: Included in price of container
Payment Terms: Net 30 days after shipment
Delivery: 4-6 weeks after receipt of purchase order.

**PRICING IS OFF STATE OF TEXAS CONTRACT- BID # 450-A.
 ALL ORDERS MUST BE ENTERED INTO THE TXSMARTBUY SYSTEM.
 TXSMARTBUY'S SYSTEM IMMEDIATELY FORWARDS YOUR ORDERS TO TOTER FOR PROCESSING.**



REMIT TO ADDRESS
TOTER INCORPORATED
DEPARTMENT 6001
CAROL STREAM IL 60122 6001

Bill To

CITY OF MCALLEN
 ATTN: ACCOUNTS PAYABLE

P.O. BOX 220
 MCALLEN TX 78505 0220

Ship To

CITY OF MCALLEN

4201 N. BENTSEN
 MCALLEN TX 78504

REFER TO TERMS AND CONDITIONS OF SALE

DUE 2/03/2013

TERMS: NET 30

CUSTOMER NO	BILL OF LADING	SALES ORDER	ORDER DATE	SHIP DATE	INVOICE DATE	INVOICE NO
19684	308729	266678	11/20/2012	1/04/2013	1/04/2013	KB 308752
CUSTOMER PO	SHIPPING POINT	SALESMAN NO	ROUTING			
12532	LOC: 50	12	SW LL	PREPAID BASSE TRUCK LINE		
ITEM NO.	DESCRIPTION / CLASS / PART	QUANTITY ORDERED	QUANTITY BACK	QTY SHIPPED	UNIT PRICE	EXTENSION
50	F/AUTO XHD 96GAL E0101 A57596-57881 705 IN TOTER BLUE WARRANTY 10 YRS. UNPRORATED SERIAL #S B3014818 - B3015453 BLUE CARTS S4131-D 3771-B	800	164	636	50.51	32124.36
	F/AUTO XHD 96GAL E0101 A57596-57902 200 BLACK WARRANTY 10 YRS. UNPRORATED BLACK S4131-POS D 3771-POS B	800	164	0	50.51	
70	HOT STAMP DIE CHAR0199 9991-00-0000 GRAPHIC CHARGE FOR BLUE CARTS	3200	1292	636	2.26	1437.36
80	HOT STAMP DIE CHAR0199 9991-00-0000	3200	656	636	.26	165.36

SPECIAL INSTRUCTIONS:
 CALL MARIO FOR DELIVERY APPT. 956-681-4033
 STATE OF TEXAS CONTRACT 450-A2
 INVOICE NEEDS TO MATCH PO# EXACTLY

FREIGHT
 TAX Exempt

PAY IN US FUNDS

P.O. BOX 5338 • STATESVILLE, NC 28687-5338
 841 MEACHAM RD. • STATESVILLE, NC 28677
 TELEPHONE (704) 872-8171

ALL PAST DUE ACCOUNTS WILL BE SUBJECT TO
 A FINANCE CHARGE OF 1½%

ALL CLAIMS MUST BE MADE WITHIN 5 DAYS. NO MERCHANDISE MAY BE RETURNED WITHOUT INSTRUCTIONS FROM US. IMPORTANT: IF ANY PART OF THIS SHIPMENT IS DAMAGED OR MISSING WHEN IT ARRIVES, TAKE DELIVERY AT ONCE, AND HAVE AGENT MAKE PROPER NOTATION ON YOUR FREIGHT RECEIPT.



REMIT TO ADDRESS
TOTER INCORPORATED
DEPARTMENT 6001
CAROL STREAM IL 60122 6001

Bill To

CITY OF MCALLEN
 ATTN: ACCOUNTS PAYABLE

P.O. BOX 220
 MCALLEN TX 78505 0220

Ship To

CITY OF MCALLEN

4201 N. BENTSEN

MCALLEN TX 78504

REFER TO TERMS AND CONDITIONS OF SALE

DUE 2/03/2013

TERMS: NET 30

CUSTOMER NO	BILL OF LADING	SALES ORDER	ORDER DATE	SHIP DATE	INVOICE DATE	INVOICE NO
19684	308729	266678	11/20/2012	1/04/2013	1/04/2013	KB 308752

CUSTOMER PO	SHIPPING POINT	SALESMAN NO	ROUTING
12532	LOC: 50	12 SW LL	PREPAID BASSE TRUCK LINE

ITEM NO.	DESCRIPTION / CLASS / PART	QUANTITY ORDERED	QUANTITY BACK	QTY SHIPPED	UNIT PRICE	EXTENSION
	LID HOT STAMP CHARGE					

SPECIAL INSTRUCTIONS: CALL MARIO FOR DELIVERY APPT. 956-681-4033 STATE OF TEXAS CONTRACT 450-A2 INVOICE NEEDS TO MATCH PO# EXACTLY	FREIGHT	
	TAX Exempt	
	PAY IN US FUNDS	33,727.08

P.O. BOX 5338 • STATESVILLE, NC 28687-5338
 841 MEACHAM RD. • STATESVILLE, NC 28677
 TELEPHONE (704) 872-8171

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REMIT TO ADDRESS
TOTER INCORPORATED
DEPARTMENT 6001
CAROL STREAM IL 60122 6001

Bill To

CITY OF MCALLEN
 ATTN: ACCOUNTS PAYABLE

P.O. BOX 220
 MCALLEN TX 78505 0220

Ship To

CITY OF MCALLEN

4201 N. BENTSEN

MCALLEN TX 78504

REFER TO TERMS AND CONDITIONS OF SALE

DUE 2/02/2013

TERMS: NET 30

CUSTOMER NO	BILL OF LADING	SALES ORDER	ORDER DATE	SHIP DATE	INVOICE DATE	INVOICE NO
19684	308643	266678	11/20/2012	1/03/2013	1/03/2013	KB 308657
CUSTOMER PO	SHIPPING POINT	SALESMAN NO	ROUTING			
12532	LOC: 50	12 SW LL	PREPAID BASSE TRUCK LINE			
ITEM NO.	DESCRIPTION / CLASS / PART	QUANTITY ORDERED	QUANTITY BACK	QTY SHIPPED	UNIT PRICE	EXTENSION
10	F/AUTO XHD 96GAL E0101 A57596-57881 705 IN TOTER BLUE WARRANTY 10 YRS. UNPRORATED BLUE CARTS 4131-D 3771-B	800	800	0	50.51	
	F/AUTO XHD 96GAL E0101 A57596-57902 200 BLACK WARRANTY 10 YRS. UNPRORATED SERIAL #S B3014018 - B3014653 BLACK S4131-POS D 3771-POS B	800	164	636	50.51	32124.36
30	HOT STAMP DIE CHAR0199 9991-00-0000 HOT STAMP CHARGE	3200	2564	636	.26	165.36
40	HOT STAMP DIE CHAR0199 9991-00-0000	3200	1928	636	.52	330.72

SPECIAL INSTRUCTIONS: CALL MARIO FOR DELIVERY APPT. 956-681-4033 STATE OF TEXAS CONTRACT 450-A2 INVOICE NEEDS TO MATCH PO# EXACTLY	FREIGHT	
	TAX Exempt	
	PAY IN US FUNDS	

P.O. BOX 5338 • STATESVILLE, NC 28687-5338
 841 MEACHAM RD. • STATESVILLE, NC 28677
 TELEPHONE (704) 872-8171

ALL PAST DUE ACCOUNTS WILL BE SUBJECT TO
 A FINANCE CHARGE OF 1 1/2%.

ALL CLAIMS MUST BE MADE WITHIN 5 DAYS. NO MERCHANDISE MAY BE RETURNED WITHOUT INSTRUCTIONS FROM US. IMPORTANT: IF ANY PART OF THIS SHIPMENT IS DAMAGED OR MISSING WHEN IT ARRIVES, TAKE DELIVERY AT ONCE, AND HAVE AGENT MAKE PROPER NOTATION ON YOUR FREIGHT RECEIPT.



REMIT TO ADDRESS
TOTER INCORPORATED
DEPARTMENT 6001
CAROL STREAM IL 60122 6001

Bill To

CITY OF MCALLEN
 ATTN: ACCOUNTS PAYABLE

P.O. BOX 220
 MCALLEN TX 78505 0220

Ship To

CITY OF MCALLEN

4201 N. BENTSEN

MCALLEN TX 78504

REFER TO TERMS AND CONDITIONS OF SALE

DUE 2/02/2013

TERMS: NET 30

CUSTOMER NO	BILL OF LADING	SALES ORDER	ORDER DATE	SHIP DATE	INVOICE DATE	INVOICE NO
19684	308643	266678	11/20/2012	1/03/2013	1/03/2013	KB 308657
CUSTOMER PO	SHIPPING POINT	SALESMAN NO	ROUTING			
12532	LOC: 50	12 SW LL	PREPAID BASSE TRUCK LINE			
ITEM NO.	DESCRIPTION / CLASS / PART	QUANTITY ORDERED	QUANTITY BACK	QTY SHIPPED	UNIT PRICE	EXTENSION
	LID HS FOR ALL CARTS					

SPECIAL INSTRUCTIONS: CALL MARIO FOR DELIVERY APPT. 956-681-4033 STATE OF TEXAS CONTRACT 450-A2 INVOICE NEEDS TO MATCH PO# EXACTLY	FREIGHT	
	TAX Exempt	
PAY IN US FUNDS		32,620.44

ALL PAST DUE ACCOUNTS WILL BE SUBJECT TO A FINANCE CHARGE OF 1 1/2%.

P.O. BOX 5338 • STATESVILLE, NC 28687-5338
 841 MEACHAM RD. • STATESVILLE, NC 28677
 TELEPHONE (704) 872-8171

ALL CLAIMS MUST BE MADE WITHIN 5 DAYS. NO MERCHANDISE MAY BE RETURNED WITHOUT INSTRUCTIONS FROM US. IMPORTANT: IF ANY PART OF THIS SHIPMENT IS DAMAGED OR MISSING WHEN IT ARRIVES, TAKE DELIVERY AT ONCE, AND HAVE AGENT MAKE PROPER NOTATION ON YOUR FREIGHT RECEIPT.

To: Mike R. Perez, City Manager

From: Carlos A. Sanchez, P.E., CFM, Public Works Director *Carlos A. Sanchez*

Date: February 4, 2013

Subject: Opening Bid and Award of Contract – Purchase of One (1) New Current Model Asphalt Recycler - Project No. 01-13-P08-40

Goal:

To authorize the opening of single bid and consideration of award of contract for the purchase of One (1) New Current Model Portable Asphalt Recycler for the Streets and Drainage Department of Public Works.

Brief Explanation:

A portable asphalt recycler will allow the Streets Maintenance crews to utilize asphalt millings, a byproduct of the Street Repaving Program, in the pothole patching operations. Using asphalt rejuvenators, a portable asphalt recycler can produce up to 10 tons of asphalt per hour. This is enough material to serve the three (3) pothole patching units in the fleet. By using recycled asphalt millings, the operating cost for road and alley repairs will be reduced by \$79,000 annually. The asphalt recycler will provide the availability of asphalt at any time, in the event of an emergency or inclement weather.

Public Works through the Purchasing & Contracting Department solicited formal bids for the purchase of one (1) New Current Model Portable Asphalt Recycler and on January 09, 2013 received a single bid from Cooper Equipment Co. of San Antonio, Texas for a Bagella Asphalt Recycler.

Staff has researched the specifications of the Bagella Asphalt Recycler and confirmed that it meets the specifications outline in the bid documents. The single bid received is likely the result of asphalt recyclers being specialized equipment and sales being segmented into regions.

Options:

City Commission may elect to open the single bid and award purchase contract if bid amount is acceptable. The City Commission may also elect not to open the bid and direct staff to re-solicit bids and a later date.

Recommendation:

Staff recommends opening single bid submitted by Cooper Equipment Co. of San Antonio, Texas and award if bid is not greater than 5% of the budgeted amount of \$190,000 (for a total of \$199,500). If awarded, the purchase contract is subject to a budget amendment in the amount not to exceed \$9,500.00.

If you should have any questions or require additional information, please advise.

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD
OTHER

AGENDA ITEM 3B
DATE SUBMITTED 02/04/13
MEETING DATE 02/11/13

1. Agenda Item: **AWARD OF CONTRACT- PURCHASE OF VARIOUS TRACTORS WITH MOWERS FOR THE AIRPORT DEPARTMENT AND STREETS & DRAINAGE DEPARTMENT OF PUBLIC WORKS PROJECT # 11-12-P02-60**

2. Party Making Request: Public Works and Airport Departments

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

Consideration and approval of award of contract for the purchase a new tractor mower for the Airport Department and the replacement of two (2) tractors mowers in the Streets & Drainage Department of Public Works.

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

5. Budgeted: X Yes No N/A

<u>Depreciation Fund FY 12-13</u>	Bid Quote	Rep. New	Budget Available	Account # / Project No.	Amount Under Budget
Tractor w/ Front Loader & Attmts	\$56,216.58	N	\$75,000	550-4860-446-66-20	\$19,783.42
Replacement Tractor Side Mower	\$61,927.82	R	\$75,000	678-6382-436-66-14 EC1322	\$13,072.18
Replacement Tractor Slope Mower	\$131,498.20	R	\$140,000	678-6382-436-66-14 EC1321	\$8,501.80

6. Alternate Option/Costs N/A

7. Routing: <u>NAME/TITLE</u>	INITIAL	DATE	CONCURRENCE
a.) <u>C. Sanchez, PE, PW Director</u>	<u> CAS </u>	<u> 02/04/13 </u>	<u> YES </u>
b.) <u>Philip Brown, Airport Director</u>	<u> </u>	<u> </u>	<u> </u>
c.) <u>Sandra Zamora, CPM, Dir. of P&C</u>	<u> </u>	<u> </u>	<u> </u>
d.) <u>Wendy Smith, Asst City Manager/EMC</u>	<u> </u>	<u> </u>	<u> </u>

8. Staff Recommendation: Staff recommends award of a purchase contracts to the responsive low bidder, Neuhaus Company LTD, from Weslaco, TX for various tractor mowers listed as follows: Item 1: 2012 New JD 5083E Tractor with HX15JD Shredder, 553JD Front Loader, and with a full machine extended warranty for a total purchase price of \$56,216.58. Item 2: 2013 JD 5093E with a Diamond 72" Side Mower to include the optional extended warranty for a total purchase price of \$61,927.82 with acceptance of two exceptions and Item 4: 2012 JD 7230 with a Diamond 30' Boom Mower with a unit price of to include the optional extended warranty for a total Base Bid purchase price of \$131,498.20.

9. Advisory Board: Approved Disapproved None

10. City Attorney: IP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

TO: Mike R. Perez, City Manager

FROM: Carlos A. Sanchez, P.E., CFM, Public Works Director *Carlos A. Sanchez*

DATE: February 4, 2013

SUBJECT: **Award of Contract – Various Tractor Mower Equipment for Public Works and Airport Department. Project No. 11-12-P02-60**

GOAL

Staff requests authorization to award a purchase contract to the low bidder meeting the requirements of the specifications and bid solicitation documents for the purchase of **Bid Item 1:** one (1) New Current Model Diesel Tractor with 15 foot flexwing rotary mower for the Airport Department; **Bid Item 2:** one (1) New Current Model Tractor with Side Mount Rotary Mower for the Streets and Drainage Department and **Bid Item 4:** one (1) New Current Model Tractor with 30' Slope Mower for the Streets and Drainage Department.

Department of Public Works. The existing unit (Unit 877) to be replaced has reached its full depreciation point, is problematic, and is no longer economical to maintain.

Brief Explanation:

Public Works staff is in need of replacing Unit 877 – 2003 Massey Ferguson Slope Mower. This unit has a faulty design that mounts the side rotary mower to the engine block. This design fault has led to \$97,613 in life to date maintenance costs. Similarly, Unit 881 - 2004 Massey Ferguson 5435 Side Mower is unit with a damage side boom and frame. This unit was purchased in 2004 and has a life to date maintenance cost of \$52,518.68. The Airport Department is seeking to purchase this tractor and its attachments to allow airport staff to meet and maintain regulatory FAA standards for airport certification, wildlife mitigation, and airport runway and safety areas as they relate to the maintenance the facility grounds. Facility ground maintenance will improve and the need to depend on other city departments for assistance will be minimized.

Public Works and Airport Departments through the Purchasing & Contracting Department solicited formal bids for the above referenced equipment and on January 08, 2013 received a total of five (5) responses from four (4) separate vendors. Solicitations for pre-owned equipment were made but no bids were received. Neuhaus Company LTD, of Weslaco, TX met all requirements of the specifications with exceptions on bid item 2 and is considered low bidder for the base bid items 1, 2 and 4. Bidder presented exceptions to the fuel tank capacity – 25 gallons in lieu of 43 gallons, and to overall equipment weight – 7,400 lbs in lieu of the specified 10,000 lbs. Staff recommends approval of exceptions as they do not adversely affect the performance of the tractor. Bids submitted by Neuhaus Company LTD are on the approved Cooperative Contract No. TASB 373-11 (Buyboard).

Options:

City Commission may elect to award all or part of the bids receives. The City Commission may also elect to direct staff to re-solicit bids for items whose bids were rejected.

Recommendation:

Staff recommends award of a purchase contracts to the responsive low bidder, Neuhaus Company LTD, from Weslaco, TX for various tractor mowers listed as follows: **Item 1:** 2012 New JD 5083E Tractor with HX15JD Front Loader and with a full machine extended warranty for a total purchase price of \$56,216.58. **Item 2:** 2013 JD 5093E with a Diamond 72" Side Mower to include the optional extended warranty for a total purchase price of \$61,927.82 with acceptance of two exceptions and **Item 4:** 2012 JD 7230 with a Diamond 30' Boom Mower with a unit price of to include the optional extended warranty for a total Base Bid purchase price of \$131,498.20.

Please advise if you require additional information. A copy of the bid tabulation is attached for your review and consideration.



BID OPENING: January 8, 2013 AT 4:00 P.M.
 LARGE CONFERENCE ROOM (2ND FLOOR)

***REVISED**

MOWERS

PREPARED: 01/10/13-Erica // Revised 01/22/13-Erica

BIDDERS		AMIGO POWER EQUIPMENT EDINBURG, TX	ANDERSON EQUIPMENT PHARR, TX BUYBOARD CONTRACT	H & V EQUIPMENT INC. PROGRESSO, TX	H & V EQUIPMENT INC. PROGRESSO, TX ALTERNATE BID	NEUHAUS COMPANY LTD. WESLACO, TX BUYBOARD CONTRACT
No.	Description					
1	ITEM NO. 1 - ONE (1) NEW CURRENT MODEL DIESEL TRACTOR W/15' FLEXWING ROTARY MOWER; COMPLETE UNIT. INDICATE YEAR, MANUFACTURER, MODEL, STANDARD WARRANTY TERMS/CONDITIONS DAYS AFTER RECEIPT OF ORDER (ARO) IN COMMENT AREA	2012 Kubota M7040HDC tractor/Kubota LA1153 \$55,397.66	NO BID	NO BID	NO BID	2012 New JD 5083E Tractor. HX15 JD Shredder. 553 JD Front Loader \$53,515.58
2	WARRANTY: FULL MACHINE WARRANTY FOR ITEM NO. 1 - NEW CURRENT MODEL TRACTOR 2 YEARS OR 2,000 HOURS. WARRANTY TO BEGIN UPON DELIVERY AND ACCEPTANCE OF UNIT BY OWNER. SPECIFY YEARS AND/OR HOURS IN COMMENT AREA.	\$0.00 Standard warranty for tractor is 2 years /2000 hours, whichever comes first and 3 years /3000 hours for drive train. Cutter warranty is 5 years on gear boxes and 10 year rust through warranty.	NO BID	NO BID	NO BID	\$0.00 Standard 2y/2000hr Warranty on tractor. 5 year gear box on shredder 1 year man. defect.
3	OPTIONAL WARRANTY: FULL MACHINE EXTENDED WARRANTY FOR ITEM NO. 1 - NEW CURRENT MODEL TRACTOR (ABOVE AND BEYOND STANDARD WARRANTY) 3 YEARS OR 3,000 HOURS. WARRANTY TO BEGIN UPON DELIVERY AND ACCEPTANCE OF UNIT BY OWNER. SPECIFY YEARS AND/OR HOURS IN COMMENT AREA.	\$2,350.00	NO BID	NO BID	NO BID	\$2,701.00 Full Warranty \$250D. 5yrs/3000hrs.
4	OPTIONAL WARRANTY: POWER TRAIN EXTENDED WARRANTY FOR ITEM NO. 1 - NEW CURRENT MODEL TRACTOR (ABOVE AND BEYOND STANDARD WARRANTY) 3 YEARS OR 3,000 HOURS. WARRANTY TO BEGIN UPON DELIVERY AND ACCEPTANCE OF UNIT BY OWNER. SPECIFY YEARS AND/OR HOURS IN COMMENT AREA.	NO BID	NO BID	NO BID	NO BID	\$1,544.00 Power Train Warr. \$250D. Total 5yrs/3000hrs
5	ITEM NO. 1.1 - ONE (1) PRE-OWNED DIESEL TRACTOR W/15' FLEXWING ROTARY MOWER; COMPLETE UNIT. INDICATE YEAR, MANUFACTURER, MODEL, STANDARD WARRANTY TERMS/CONDITIONS DAYS AFTER RECEIPT OF ORDER (ARO) IN COMMENT AREA	NO BID	NO BID	NO BID	NO BID	\$0.00
6	WARRANTY: FULL MACHINE WARRANTY FOR ITEM NO. 1.1 - PRE-OWNED TRACTOR (ABOVE AND BEYOND EXISTING WARRANTY) 2 YEARS OR 2,000 HOURS. WARRANTY TO BEGIN UPON DELIVERY AND ACCEPTANCE OF UNIT BY OWNER. SPECIFY YEARS AND/OR HOURS IN COMMENT AREA.	NO BID	NO BID	NO BID	NO BID	\$0.00
7	ITEM NO. 2 - ONE (1) NEW CURRENT MODEL TRACTOR (JD 5093E OR APPROVED EQUAL) WITH SIDE MOUNT ROTARY MOWER; COMPLETE UNIT. INDICATE YEAR, MANUFACTURER, MODEL, STANDARD WARRANTY TERMS/CONDITIONS DAYS AFTER RECEIPT OF ORDER (ARO) IN COMMENT AREA	NO BID	2013 JD5093E 4WD \$83,983.88	2012 JD 5083E, Alamo Versa Mower \$73,094.00	2012 NH-TS6-110 60 to 90 days \$84,262.00	2013 JD 5093E Tractor 2Yr/ Dimond side mower 72". \$59,226.82



BID OPENING: January 8, 2013 AT 4:00 P.M.
 LARGE CONFERENCE ROOM (2ND FLOOR)

***REVISED**

MOWERS

PREPARED: 01/10/13-Erica // Revised 01/22/13-Erica

BIDDERS		AMIGO POWER EQUIPMENT EDINBURG, TX	ANDERSON EQUIPMENT PHARR, TX BUYBOARD CONTRACT	H & V EQUIPMENT INC. PROGRESSO, TX	H & V EQUIPMENT INC. PROGRESSO, TX ALTERNATE BID	NEUHAUS COMPANY LTD. WESLACO, TX BUYBOARD CONTRACT
No.	Description					
8	WARRANTY: FULL MACHINE WARRANTY FOR ITEM NO. 2 - NEW CURRENT MODEL TRACTOR 2 YEARS OR 2,000 HOURS. WARRANTY TO BEGIN UPON DELIVERY AND ACCEPTANCE OF UNIT BY OWNER.	NO BID	\$0.00 Standard 2 year/2000 hour Factory warranty for tractor included.	Standard JD Warranty	\$0.00	\$0.00 2y/2000hr Warranty Standard Tractor. Mower 1year.
9	OPTIONAL WARRANTY: FULL MACHINE EXTENDED WARRANTY FOR ITEM NO. 2 - NEW CURRENT MODEL TRACTOR (ABOVE AND BEYOND STANDARD WARRANTY) 3 YEARS OR 3,000 HOURS. WARRANTY TO BEGIN UPON DELIVERY AND ACCEPTANCE OF UNIT BY OWNER..	NO BID	\$1,521.00 additional 1 year Full Machine - 3 years/3000 hours TOTAL. \$250 Deductible.	\$1,800.00	△ 5 yr, 3000 FM 2250.00.	\$2,701.00 Full Machine \$250D. 5yrs/3000hrs
10	OPTIONAL WARRANTY: POWER TRAIN WARRANTY FOR ITEM NO. 2 - NEW CURRENT MODEL TRACTOR (ABOVE AND BEYOND STANDARD WARRANTY) 3 YEARS OR 3,000 HOURS. WARRANTY TO BEGIN UPON DELIVERY AND ACCEPTANCE OF UNIT BY OWNER.	NO BID	\$869.00 Standard 2 year warranty plus additional 1 year Power Train - 3 years TOTAL. \$250 Deductible	\$950.00	\$1,150.00 PT only \$1,150.00	\$1,544.00 Power Train Warr. \$250D 5yrs/3000hrs
11	ITEM NO. 3 - ONE (1) PRE-OWNED TRACTOR (JD 5093E OR APPROVED EQUAL) WITH SIDE MOUNT ROTARY MOWER (ALTERNATE BID); COMPLETE UNIT. INDICATE YEAR, MANUFACTURER, MODEL, STANDARD WARRANTY TERMS/CONDITIONS DAYS AFTER RECEIPT OF ORDER (ARO) IN COMMENT AREA	NO BID	NO BID	NO BID	NO BID	NO BID
12	WARRANTY: FULL MACHINE WARRANTY FOR ITEM NO. 3 - PRE-OWNED TRACTOR (ABOVE AND BEYOND EXISTING WARRANTY) 2 YEARS OR 2,000 HOURS. WARRANTY TO BEGIN UPON DELIVERY AND ACCEPTANCE OF UNIT BY OWNER. SPECIFY YEARS AND/OR HOURS IN COMMENT AREA.	NO BID	NO BID	NO BID	NO BID	NO BID
13	ITEM NO. 4 - ONE (1) NEW CURRENT MODEL TRACTOR WITH 30' SLOPE MOWER; COMPLETE UNIT. INDICATE YEAR, MANUFACTURER, MODEL, STANDARD WARRANTY TERMS/CONDITIONS DAYS AFTER RECEIPT OF ORDER (ARO) IN COMMENT AREA	NO BID	2013 JD6140M \$171,512.61	2012 JD6115M JD △ \$158,361.00	NO BID	2012 JD 7230 Tractor △ \$125,998.20
14	WARRANTY: TRACTOR WARRANTY FOR ITEM NO. 4 - NEW CURRENT MODEL TRACTOR 2 YEARS OR 2,000 HOURS FULL MACHINE ON TRACTOR. WARRANTY TO BEGIN UPON DELIVERY AND ACCEPTANCE OF UNIT BY OWNER.	NO BID	\$0.00 Standard 2 year/2000 hours Factory warranty for tractor included.	\$158,361.00 Standard Warranty - Two Year, 2,000 Hour Full Machine	NO BID	\$0.00 Tractor Standard 2yr/2000hrs Warr. Mower 1yr
15	OPTIONAL WARRANTY: FULL MACHINE EXTENDED WARRANTY FOR ITEM NO. 4 - NEW CURRENT MODEL TRACTOR (ABOVE AND BEYOND STANDARD WARRANTY) 3 YEARS OR 5,000 HOURS. WARRANTY TO BEGIN UPON DELIVERY AND ACCEPTANCE OF UNIT BY OWNER. SPECIFY YEARS AND/OR HOURS IN COMMENT AREA.	NO BID	\$3,595.00 Standard 2 year warranty plus additional 1 year Full Machine - 3 years/5000 hours TOTAL. \$250 Deductible.	△ \$3,300.00 Three years / 5,000 Hrs	NO BID	\$5,500.00 Full Machine 5yrs/3000hrs on Tractor
16	OPTIONAL WARRANTY: POWER TRAIN WARRANTY FOR ITEM NO. 3 - NEW CURRENT MODEL TRACTOR (ABOVE AND BEYOND STANDARD WARRANTY) 3 YEARS OR 5,000 HOURS. WARRANTY TO BEGIN UPON DELIVERY AND ACCEPTANCE OF UNIT BY OWNER. SPECIFY YEARS AND/OR HOURS IN COMMENT AREA.	NO BID	NO BID	\$1,800.00 Three years / 5,000 Hrs	NO BID	\$2,973.00 Power train 5yrs/3000hrs on Tractor. Mower 1yr



BID OPENING: January 8, 2013 AT 4:00 P.M.
 LARGE CONFERENCE ROOM (2ND FLOOR)

***REVISED**

MOWERS

PREPARED: 01/10/13-Erica // Revised 01/22/13-Erica

BIDDERS		AMIGO POWER EQUIPMENT EDINBURG, TX	ANDERSON EQUIPMENT PHARR, TX BUYBOARD CONTRACT	H & V EQUIPMENT INC. PROGRESSO, TX	H & V EQUIPMENT INC. PROGRESSO, TX ALTERNATE BID	NEUHAUS COMPANY LTD. WESLACO, TX BUYBOARD CONTRACT
No.	Description					
17	ITEM NO. 5 - ONE (1) PRE-OWNED TRACTOR WITH 30' SLOPE MOWER (ALTERNATE BID); COMPLETE UNIT. INDICATE YEAR, MANUFACTURER, MODEL, STANDARD WARRANTY TERMS/CONDITIONS DAYS AFTER RECEIPT OF ORDER (ARO) IN COMMENT AREA	NO BID	NO BID	△ 2012 JD6615 \$123,361.00	NO BID	NO BID
18	WARRANTY: FULL MACHINE WARRANTY FOR ITEM NO. 5 - PRE-OWNED TRACTOR (ABOVE AND BEYOND EXISTING WARRANTY) 2 YEARS OR 2,000 HOURS. WARRANTY TO BEGIN UPON DELIVERY AND ACCEPTANCE OF UNIT BY OWNER. SPECIFY YEARS AND/OR HOURS IN COMMENT AREA.	NO BID	NO BID	NOT AVAILABLE	NO BID	NO BID
GRAND TOTAL		\$55,397.66	\$255,496.49	\$574,103.00	\$87,662.00	\$238,740.60
ADDENDUM 1		ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED
ADDENDUM 2		ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED
ADDENDUM 3		ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED
ADDENDUM 4		ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED
DELIVERY		30 DAYS OR LESS	90-120 DAYS	120-140 DAYS	60-90 DAYS	30-40 DAYS
BID BOND		SUBMITTED	NOT REQUIRED	SUBMITTED	SUBMITTED	NOT REQUIRED

▲ Kubota M7040HDC tractor/Kubota LA1153 self leveling loader with bucket and HD fork kit attachment. 15 Ft Galvanized Predator cutter. All are new fresh current 2012 models. Delivery 30 business
 △ This will extend the tractor warranty ..base and drive train for an additional 2 years or 2000 hours. It extends the loader for 2 years no hour limit. This would give the loader a total of 3 years warranty. If you do not want extended warranty for the loader..deduct \$700

▲ 2012 JD 5083E, Alamo Versa Mower, Two year warranty on Tractor, one year on mower, 90 to 120 day delivery

▲ On written \$2,150.00

▲ 2012 New JD 5083E Tractor. HX15 JD Shredder. 553 JD Front Loader. 30-40 Day Del. Time TASB Contract Pricing, PO to be made out to John Deere in care of Neuhaus Co.

△ 2012 JD6115M JD,2 yr, 2000 hr Alternate Bid, New unused. The exact same 30' Alamo Boom Mower, But mounted on a New Holland TS6-125 Tractor for \$135,025.00. The same warranties apply as on the John Deere Tractor-including the extended warranties.

▲ Written \$3500.00

△ 2012 JD6615 - One year PT warranty, 2005 model with 450 original hours (if still available)

▲ 2013 JD 5093E Tractor Yr/ Diamond side mower 72". Tractor warr. 2y/2000hr. Mower warr. 1year. 30-40D delivery. PO must be split tractor to JD mower to Neuhaus.

▲ 2012 JD 7230 Tractor 2yr/2000hrs Warr. 2012 model. Diamond 30'Boom 1yr Warr. 30-40D Delivery PO must be split Tractor to JD mower to Neuhaus

****ROMCO EQUIPMENT CO.- Submitted a "No Bid" for all items.**

NEUHAUS & COMPANY, LTD

www.neuhausco.com



JOHN DEERE

January 22, 2013

City of Mcallen

Sandra

Thank you for your interest in John Deere equipment and Neuhaus & Co. This is a quotation for the equipment you requested.

As per our phone conversation, Here are the items we bid on.

Tractors are priced off State Contract TASB 373-11

Item#1 5083E Tractor Year Model 2012 W/ HX15 Shredder and Loader

Item#2 5093E Tractor Year Model 2013 W/ Side Mower

Item#4 7230 Tractor Year Model 2012 W/ 30' Boom Mower

If you have any questions Please let me know.

State Contract quotes are only good for 30 days.

Thank You for giving Neuhaus & Co. the opportunity to quote this equipment for you. If I can do anything else for you please let me know.

THANK YOU,

RD MACHEN (535-0507)

Standardized Recommendation Form

City Commission X
Utility Board
Other Board

Agenda Item 3C
Date Submitted 2/04/13
Meeting Date 2/11/13

1. **Agenda Item:** Purchase of Fourteen (14) New 2012 Police Department Vehicles
Project No. 01-13-P09-38

2. **Party Making Request:** Public Works & Police Department

3. **Nature of Request:** (Brief Overview) Attachments: X Yes No
Request authorization to award Purchase Contract to the lowest responsive and responsible bidder meeting the minimum requirements of the specifications as outlined on the attached memorandum and summarized below.

4. **Policy Implication:** City Commission approval needed.

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

Account: 678-6382-426-66-14 EC1302

Bid Amount: \$346,740.00

Budgeted Amount: \$357,000.00

Under Budget: \$10,260.00

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

7. **Routing:**

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.) Carlos A. Sanchez, P.E. Public Works Director	<u> CAS </u>	<u> 2/4/13 </u>	<u> YES </u>
b.) Sandra Zamora, CPM Director of P&C	<u> </u>	<u> </u>	<u> </u>
c.) Jerry W. Dale, C.P.A. Finance Director	<u> </u>	<u> </u>	<u> </u>
d.) Victor Rodriguez Chief of Police	<u> </u>	<u> </u>	<u> </u>
e.) Wendy Smith Asst. City Manager	<u> </u>	<u> </u>	<u> </u>

8. **Staff Recommendation:** Staff recommends award of purchase contracts for Item #1 to the low bidder, Caldwell County Chevrolet at a unit cost of \$21,144.00 for a total purchase contract amount of \$148,008.00. Award of Item #2 to Caldwell Country Chevrolet at a unit cost of \$29,625.00 for a total purchase contract amount of \$118,500.00. Award of Item #3 to Caldwell Country Chevrolet at a unit cost of \$26,744.00 for a total purchase contract amount of \$80,232.00. Total cumulative cost is \$10,260.00 under the budgeted amount.

9. **Advisory Board:** Approved Disapproved None

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

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

TO: Mike R. Perez, City Manager

FROM: Carlos A. Sanchez, P.E., CFM, Public Works Director *Carlos A. Sanchez*

DATE: February 4, 2013

SUBJECT: Award of Contract – New 2012 Police Department Vehicles
Project No. 01-13-P09-38

GOAL:

To authorize staff to award purchase contracts for the purchase of fourteen (14) new vehicles for the Police Department.

BRIEF EXPLANATION:

The Police Department is seeking to purchase seven (7) 2013 intermediate sedans and seven (7) 2013 sport utility vehicles. On January 15, 2013, the Purchasing and Contracting Department solicited and received a total of five (5) formal bid responses from two (2) separate vendors for this bid.

Item #1 – Seven (7) Intermediate Size Sedans (Police Packaged): Caldwell Country Chevrolet submitted the lowest unit cost bid of \$21,144.00 for Item #1 and met all specifications. The budgeted unit cost amount is \$23,500.

Item #2 – Four (4) Full Size 4WD, 4-Door Sport Utility Vehicle (Police Packaged): Caldwell Country Ford submitted the lowest unit cost bid of \$29,273.00 for Item #2 but does not meet the rear axle ratio as specified. Caldwell Country Chevrolet submitted the second lowest unit cost bid of \$29,625.00 for Item #2 and does meet all specifications. The budgeted unit cost amount is \$27,500. In addition, the purchase of the Chevrolet SUV will enable the transfer of equipment from existing Chevrolet SUVs into the new units rather than having to purchase new equipment.

Item #3 – Three (3) Full Size 2WD, 4-Door Sport Utility Vehicle (Police Packaged): Caldwell Country Chevrolet submitted the lowest unit cost bid of \$26,744.00 for Item #3 and met all specifications. The budgeted unit cost is \$27,500.

OPTIONS:

1. To award a purchase contract as recommended below.
2. The City Commission may elect to direct staff to reject any or all bids received and to re-advertise this project.

RECOMMENDATION:

Staff recommends award of purchase contracts for Item #1 to the low bidder Caldwell Country Chevrolet at a unit cost of \$21,144 for a total purchase contract amount of \$148,008; Award of Item #2 to Caldwell Country Chevrolet at a unit cost of \$29,625.00 for a total purchase contract amount of \$118,500. Award of Item #3 to Caldwell Country Chevrolet at a unit cost of \$26,744 for a total purchase contract amount of \$80,232. Total cumulative cost is \$10,260 under the budgeted amount.



BID OPENING: January 15, 2013 AT 3:00 P.M.

CONFERENCE ROOM (2ND FLOOR)

PROJECT NO:01-13-P09-38 NEW 2013 POLICE DEPARTMENT VEHICLES

BIDDERS	CALDWELL COUNTRY CHEVROLET BUYBOARD CALDWELL, TX	CALDWELL COUNTRY FORD CALDWELL, TX
ITEM NO. 1: SEVEN (7) 2013 INTERMEDIATE-SIZE SEDAN (POLICE PACKAGED) AS PER SPECIFICATIONS		
YEAR	2013	2013
MANUFACTURER	CHEVROLET	FORD
MODEL	IMPALA POLICE IWS19-9C3	POLICE INTERCEPTOR SEDAN FWD
UNIT PRICE	\$21,144.00	\$22,715.00
TOTAL PRICE	\$148,008.00	\$159,005.00
DELIVERY	NOT SPECIFIED	90-120 DAYS
ITEM NO. 2: FOUR (4) 2013 FULL-SIZE, 4-WHEEL DRIVE, 4-DOOR, SPORT UTILITY VEHICLES (POLICE PACKAGED)		
YEAR	2013	2013
MANUFACTURER	CHEVROLET	FORD
MODEL	TAHOE 4X4 SSV-CK10706	EXPEDITION SSV 4WD
UNIT PRICE	\$29,625.00	\$29,273.00
TOTAL PRICE	\$118,500.00	\$117,092.00
DELIVERY	90 DAYS	90-120 DAYS
ITEM NO. 3: THREE (3) 2013 FULL-SIZE, 2WD, 4-DOOR SPORT UTILITY VEHICLES (POLICE PACKAGED) AS PER SPECIFICATIONS		
YEAR	2013	NO BID
MANUFACTURER	CHEVROLET	"
MODEL	TAHOE PPV CC10706	"
UNIT PRICE	\$26,744.00	"
TOTAL PRICE	\$80,232.00	"
DELIVERY	NOT SPECIFIED	"



PUBLIC WORKS
MEMORANDUM

TO: Mike R. Perez, City Manager

FROM: Carlos A. Sanchez, P.E., CFM, Public Works Director *Carlos A. Sanchez*

DATE: February 4, 2013

SUBJECT: **Authorize Payment for Sanitation Truck Repairs – Unit #SA007
Project No. 02-13-P18-01**

Goal: In accordance with City Procurement Policies, Public Works staff seeks City Commission approval to pay invoice #91544305 in the amount of \$65,753.34 to Rush Truck Center, of Pharr Texas for repairs performed on sanitation truck Unit SA007 due to an electrical fire.

Explanation: Unit SA007, a 2007 model year sideload residential truck experienced an electrical fire on April 25, 2012 when servicing residential containers near Balboa and 23rd Street. The fire began underneath the cab and caused significant damage to electrical, air, and hydraulic systems. The fire was determined to be electrical in nature. The Risk Management Department informed the City's insurance carrier, Texas Municipal League Inter-Government Risk Pool, and a claim was processed.

This vehicle was transported to Rush Truck Center of Pharr, Texas for an assessment and the initial repair estimate received and approved by the insurance adjuster was \$28,523.95. A subsequent assessment and approval of repairs on October 24, 2012 placed the estimate to complete at \$42,383.02. The vehicle repairs were completed on January 18, 2013 and the cost for all repairs is \$65,753.34 due to the extensive nature of unseen damages than originally estimated. Fleet Operations staff was kept informed by Rush Truck Center throughout the repair phase and approved said repairs.

The City's deductible was \$10,000 for this incident and TML awarded \$18,523.95 on July 3, 2012. TML is processing a supplemental request in the amount of \$37,229.39 for the difference.

Recommendation: Public Works recommends approval to remit payment in the amount of \$65,753.34 for repairs performed by Rush Truck Center of Pharr, Texas to Unit SA007.



RUSH TRUCK CENTER, PHARR
 4700 N CAGE BLVD
 PHARR TX 78577 US
 956-782-4511

INVOICE DATE 12/28/2012 16:13:27CST	
INVOICE NUMBER/ACCT DOC NUMBER 91544305	
CUSTOMER NO. 102361	BRANCH 1007
PAGE:1 of *	

*** www.rushtruckleasing.com ***
 *** www.rushtruckcenters.com ***

CITY OF MCALLEN
 P.O. Box : 220
 SOLD MCALLEN TX 78505-0000
 TO : US

Service Invoice

RUSH TRUCK CENTER, PHARR
 4700 N CAGE BLVD
 SHIP PHARR TX 78577 US
 TO : 956-782-4511

ANY WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER REASON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION OF THE SALE OF SAID PRODUCTS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL. NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE. ALL SUMS OWING BY THE CUSTOMER ARE DUE AND PAYABLE AT THE STREET ADDRESS SET FORTH ABOVE. I REPRESENT THAT I AM THE CUSTOMER OR AM ACTING AS A DULY AUTHORIZED AGENT OF ANF HAVE AUTHORITY TO BIND THE CUSTOMER. CUSTOMER PROMISES TO PAY THE AMOUNT SHOWN HEREON, TOGETHER WITH OTHER CHARGES DUE, IF ANY, IN ACCORDANCE WITH THE CUSTOMERS CHARGE AGREEMENT WITH YOU.

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
121227-0031	822805	9569727197	2361-Jaime Vasquez	6712

Cust Unit # SA0007 License #
 Phone # 9569727197 Contact #
 COMPLETION DATE: 12/27/2012
 UNIT: YEAR: 2007 MAKE/MODEL: PETERBILT/320:PBT
 SERIAL: 1NPZL00X17D717305 MILEAGE: 1,111
 Date in Service....: Front Diff Model...:
 Engine Make/Model...: / Front Diff Serial...:
 Engine Serial No....: Rear Diff Model....:
 Trans Model.....: / Rear Diff Serial...:

Job 1 ADVISE ON FIRE DAMAGE

VEHICLE WAS TOWED INTO SHOP DUE TO A FIRE THAT TOOK PLACE IN THE ENGINE COMPARTMENT. FIRE CAUSED DAMAGED TO THE ENGINE, WIRING AND CHASSIS. DRIVE SHAFT WAS REMOVED DURING FIRST TOW TO CUSTOMERS YARD.

 *PREPARED PRELIMINARY ESTIMATE TO REPAIR TRUCK. GOT OK TO START REMOVING PARTS FROM J.ARANDA VIA EMAIL ON 7/31/12
 *BEGAN REMOVING BURNT DEBRIS FROM ENGINE COMPARTMENT. DISCONNECTED BATTERY CABLES AND BURNT WIRING. REMOVED BATTERIES. MARKED THE LOCATION AND POSITION OF REMAINING LINES AS MUCH AS POSSIBLE...CLEANED AREA AROUND TRUCK
 *REMOVED BRACKETS FOR AIR LINES FOR REAR BOX ACTUATORS. REMOVED WIRING HARNESS AND TAGGED CONNECTORS AS MUCH AS POSSIBLE.. UNSURE WHAT HARNESSES CONFIGURATION IS GOING TO BE AS MOST OF ENGINE COMPARTMENT HARNESSES WERE BURNT BEYOND RECOGNITION OR COMPLETELY MISSING. WILL NEED TO VIEW SISTER TRUCK TO MATCH AIR AND ELECTRICAL DIAGRAMS THAT WERE NOT ABLE TO BE MARKED FOR REINSTALLATION... *CONTINUED TO REMOVE HARNESS ENDS AND CONNECTORS. BEGAN TO TAKE A LIST OF PARTS NEEDED TO BE ORDERED AND GET AN ESTIMATE. PARTS ORDERED AS PER ESTIMATE
 *REMOVED TURBO AND CONNECTORS, REMOVED AIR CLEANER..BRACKETS AND HOUSING...MARKED PORTIONS OF WIRING HARNESS THAT WERE STILL INTACT. CUT SECTIONS OF BURNT AIR LINES AND GOING TO REAR BOX ACTUATORS...TAGGED AIR LINES AND CLEANED AREA ON TRANSMISSION TO PREP FOR REMOVAL...
 *BEGAN DRAINING OIL COOLANT AND HYDRAULIC OIL TO PTO. DRAINED TRANSMISSION OIL HAD TO REMOVE WHEELS AND FENDERS TO EASE ACCESS TO MOTOR.
 *PREPARED TO DROP TRANSMISSION. DISCONNECTED TRANS LINES AND WIRING CONNECTORS. CLEANED UNDERSIDE OF TRANS AND BEGAN REMOVING TRANS AND ENGINE MOUNTS AND HARDWARE. SET TRANSMISSION JACK AND STARTED TO DISCONNECT TRANS FROM ENGINE. HAD TO FORCE TRANSMISSION OUT IT WAS GETTING STUCK ON ENGINE. LIFTED TRUCK A FEW MORE INCHES AND SET ON JACK STANDS TO EASE REMOVAL...
 *FINISHED REMOVING TRANSMISSION AND REMOVED FLYWHEEL AND CLUTCH ASSEMBLY..PREPARED ANOTHER LIST FOR PARTS

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUED

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 4700 N CAGE BLVD
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INVOICE DATE	
12/28/2012 16:13:27CST	
INVOICE NUMBER/ACCT DOC NUMBER	
91544305	
CUSTOMER NO.	BRANCH
102361	1007
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CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
121227-0031	822805	9569727197	2361-Jaime Vasquez	6712

ESTIMATE..
 *BEGAN REMOVING ENGINE MOUNTS. PLACED CAB AS FAR FORWARD AS POSSIBLE TO GET ACCESS TO ENGINE LIFT POINTS..
 **DRAINED POWER STEERING FLUID AND REMOVED POWER STEERING PUMP AND LINES. REMOVED P/S RESERVOIR AND BRACKET.
 POSITIONED CHAINS ON ENGINE LIFT POINTS AND BEGAN TO EXTRACT ENGINE ASSEMBLY.
 *ONCE ENGINE WAS REMOVED IT WAS PROPPED UP ON STANDS TO BEGIN OVERHAUL.
 *REINSTALLED ENGINE AND BEGAN ASSEMBLING WIRING HARNESSSES.
 **REINSTALLED TRANSMISSION AND NEW DRIVELINE.

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
1.000	EA		towing		429.38	EA	429.38
2.000	EA	4516PEN:PE	SPRAY-PR-3 11 OZ		3.99	EA	7.98
6.000	EA	D2920-8406:DY	CLAMP-T BOLT XP 4 X 4-3/8"		2.94	EA	17.64
2.000	EA	4952625:CE	GASKET,AIR COMPRESSOR		4.84	EA	9.68
1.000	EA	3102753:CE	TUBE,FUEL DRAIN		13.69	EA	13.69
3.000	EA	D1033-2273:DY	TUBING-AIR BRAKE 3/4X100' J844B NYL		2.55	EA	7.65
1.000	EA	4921517CUM:ISX	SENSOR-PRESSURE		37.95	EA	37.95
1.000	EA	4955421RX:CX	KIT, EGR VALVE	EXC	911.43	EA	911.43
1.000	EA	3102745D-C1:CX	KIT, EGR VALVE-CORE	CHG	66.50	EA	66.50
1.000	EA	4928593CUM:ISX	SENSOR-PRESSURE		95.57	EA	95.57
1.000	EA	PS3628-15L103:PB	PUMP-POWER STEERING		485.71	EA	485.71
1.000	EA	82019PTX:PTX	ADHSV-ALL PURPOSE 10.5 OZ AERO 12/CS		6.65	EA	6.65
2.000	EA	3824514:CE	PAINT		6.26	EA	12.52
1.000	EA	3024960:CE	GASKET,CONNECTION		5.17	EA	5.17
16.000	EA	3899798:CE	ISOLATOR,NOISE		3.40	EA	54.40
16.000	EA	3899757:CE	SCREW,HEXAGON HEAD CAP		4.18	EA	66.88
1.000	EA	3400884:CE	PULLEY, IDLER		114.23	EA	114.23
1.000	EA	4952079:CE	TUBE,COMPRESSOR AIR INLET		69.86	EA	69.86
1.000	EA	3104324:CE	COMPRESSOR,1 CYL AIR		1063.49	EA	1063.49
1.000	EA	3100654:CE	CONNECTION,AIR CPR INLET		11.50	EA	11.50
1.000	EA	4952077:CE	TUBE,COMPRESSOR AIR INLET		77.90	EA	77.90
1.000	EA	3418284:CE	TUBE,FUEL SUPPLY		17.29	EA	17.29
12.000	EA	3070136:CE	SEAL,O RING		2.66	EA	31.92
1.000	EA	3896045RX:CX	DRIVE, ACC L/M	EXC	715.73	EA	715.73
1.000	EA	3896045D-C1:CX	DRIVE, ACC L/M-CORE	CHG	26.60	EA	26.60
1.000	EA	3899746:CE	GASKET,ACC DRIVE SUPPORT		21.36	EA	21.36
1.000	EA	3046200:CE	SPIDER,JAW COUPLING		4.92	EA	4.92
2.000	EA	4004381:CE	UNION,MALE		3.96	EA	7.92
1.000	EA	4985465:CE	ELBOW,TUBE CONNECTOR		22.59	EA	22.59
1.000	EA	4022705:CE	ELBOW,MALE ADAPTER		16.33	EA	16.33
1.000	EA	3896472:CE	ELBOW,MALE UNION		43.19	EA	43.19

SUBTOTAL TAX STATUS/STATE SALES TAX PLEASE PAY

CONTINUED

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INVOICE NUMBER/ACCT DOC NUMBER 91544305	
CUSTOMER NO. 102361	BRANCH 1007
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121227-0031	822805	9569727197	2361-Jaime Vasquez	6712
4.000 EA	3335561:CE	WASHER, INSULATING		2.77 EA 11.08
1.000 EA	4088832:CE	SENSOR, TEMPERATURE		22.71 EA 22.71
1.000 EA	4921517:CE	SENSOR, PRESSURE		37.95 EA 37.95
2.000 EA	3080769:CE	SEAL, RECTANGULAR RING		6.51 EA 13.02
1.000 EA	4083006:CE	GASKET, WATER HEADER COVER		41.74 EA 41.74
1.000 EA	3102386:CE	TUBE, PRESSURE SENSING		46.20 EA 46.20
1.000 EA	4926190:CE	TUBE, PRESSURE SENSING		22.64 EA 22.64
1.000 EA	4926194:CE	TUBE, PRESSURE SENSING		22.64 EA 22.64
1.000 EA	2871294:CE	TENSIONER, BELT		279.77 EA 279.77
1.000 EA	3104139:CE	PULLEY, IDLER		33.63 EA 33.63
1.000 EA	98KG69:MBL	OIL-DELVAC 1300 SUP 15W-40(CJ-4) SP		13.99 EA 13.99
1.000 EA	4032068:CE	KIT, VG TUR SPEED SENSOR		236.13 EA 236.13
2.000 EA	3080769:CE	SEAL, RECTANGULAR RING		6.51 EA 13.02
1.000 EA	3819767:CE	HEAD, CORROSION RESISTOR		264.18 EA 264.18
2.000 EA	3328740:CE	SEAL, O RING		1.38 EA 2.76
1.000 EA	3102043:CE	SCREW, HEX FLANGE HEAD CAP		5.33 EA 5.33
1.000 EA	SSB33-1000-2:PB	MOUNT		124.95 EA 124.95
1.000 EA	SSB33-1000-2:PB	MOUNT		124.95 EA 124.95
2.000 EA	16272:IMS	HX CP PL USS 3/4X4-1/2 8		1.82 EA 3.64
2.000 EA	76518:IMS	SAE FLAT GR8 3/4		0.36 EA 0.72
2.000 EA	42319:IMS	NYLON LOCNUT GR8 3/4-10		0.70 EA 1.40
4.000 EA	16242:IMS	HX CP PL USS 5/8X2-1/2 8		0.98 EA 3.92
6.000 EA	76517:IMS	SAE FLAT GR8 5/8		0.29 EA 1.74
4.000 EA	42318:IMS	NYLON LOCNUT GR.8 5/8-11		0.46 EA 1.84
1.000 EA	4921728:CE	SENSOR, PRESSURE		120.04 EA 120.04
1.000 EA	3103602:CE	TUBE, AIR		89.87 EA 89.87
1.000 EA	HE5275:DY	HOSE ASSY-CPRSR DISCH #10		53.27 EA 53.27
1.000 EA	90216:IMS	45 FLR UNION 42X10		2.34 EA 2.34
1.000 EA	EF50300G:PB	PIPE-EXHAUST FLEX 5"X25' GALV		7.34 EA 7.34
16.000 EA	HE2222:DY	HOSE-HYD/AIR #10X250' 100R5 MP		4.11 EA 65.76
20.000 FT	5-032:PA	LOOM-CABLE CNVLTD NYL 1"X100' BLK		0.49 FT 9.80
2.000 EA	12554:IMS	ELAS LOCK NT M8-1.25		0.20 EA 0.40
5.000 EA	76512:IMS	SAE FLAT GR8 5/16		0.12 EA 0.60
1.000 EA	74369:IMS	T-BOLT CLAMP W/S 4.06-4.3		4.92 EA 4.92
1.000 EA	90338:IMS	PIPE HX NIP 3325X2		0.77 EA 0.77
1.000 EA	05-19978:PB	BRACKET-RING SHROUD TOP		164.63 EA 164.63
14.000 EA	90660:IMS	A/B UNION 1462X4		1.94 EA 27.16
21.000 EA	90924:IMS	1/4 DOT AIR BRAKE TUBING		0.79 EA 16.59
47.000 EA	CT4513D:PB	TIE-CABLE DUAL CLAMP BLK 12.9"		2.28 EA 107.16
10.000 EA	42310:IMS	NYLON LOCNUT GR.8 3/8-16		0.24 EA 2.40
14.000 EA	76513:IMS	SAE FLAT GR8 3/8		0.20 EA 2.80

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUED

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INVOICE NUMBER/ACCT DOC NUMBER 91544305	
CUSTOMER NO. 102361	BRANCH 1007
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121227-0031	822805	9569727197	2361-Jaime Vasquez	6712
4.000 EA	HWC04705:PB	BOLT-HEX M10-1.50X60 CL10.9 CAD		1.11 EA 4.44
2.000 EA	70735:IMS	COTTER PIN 5/32X2-1/2		0.06 EA 0.12
1.000 EA		14x1-1/2 HWH SDS Z		6.75 EA 6.75
5.000 EA	M1N10:PB	FUSE-10 AMP(5EA=1BOX)		1.42 EA 7.10
1.000 EA	PP757900:PB	PLUG-FILLER		18.77 EA 18.77
1.000 EA	90650:IMS	A/B SLV 1460X4		0.40 EA 0.40
1.000 EA	90725:IMS	A/B INSERT 1484x4		0.45 EA 0.45
2.000 EA	23048037:AT	GASKET, PTO COVER		4.97 EA 9.94
1.000 EA	16104:IMS	HX CP PL USS 1/4X1 8		0.24 EA 0.24
1.000 EA	42306:IMS	NYLON LOCKNU GR.8 1/4-20		0.20 EA 0.20
2.000 EA	76173:IMS	LOCKS ALLOY 7/16		0.12 EA 0.24
1.000 EA	76511:IMS	SAE FLAT GR8 1/4		0.12 EA 0.12
1.000 EA	5-677X:DSU	U-JOINT W/HARDWARE KIT		64.75 EA 64.75
1.000 EA		REBUILD DRIVESHAFT		406.25 EA 406.25
1.000 EA	20-17792:PB	KIT-INSULATION RH STEER CAB		395.72 EA 395.72
9.000 EA	57110:IMS	LOCK NUT C P 3/8-16		0.32 EA 2.88
11.000 EA	5-46124PHM:PA	CLAMP-CUSHIONED RBR 3/8"X3/4" 25/BAG		0.51 EA 5.61
1.000 EA	LB1157:PB	BULB-CLEAR S8, 12.8/14V BAYONT BS,		0.27 EA 0.27
		LABOR SUBTOTAL:	8942.25	
		PARTS SUBTOTAL:	6568.05	
		MISC SUBTOTAL.:	835.63	
		EPA FEE SUBTOTAL.:	3.00	
		SHOP SUPPLIES FEE.:	894.23	
		JOB SUBTOTAL.:	17243.16	

Employee(s) on above job : 00004513,00002696,

Job 2 PERFORM ENGINE OVERHAUL

**GAVE ESTIMATE FOR COMPLETE NEW RECON ENGINE AND FOR AN OVERHAUL..GOT OK TO PERFORM OVERHAUL. POSITIONED ENGINE ON STANDS AND BEGAN OUT OF FRAME OVERHAUL..REMOVED VALVE COVER AND HEAD BOLTS. REMOVED INJECTORS AND PLACED ASSIDE. REMOVE HEAD ASSY AND PREPPED IT FOR TESTING. REMOVED EGR COOLER AND VALVE. REMOVED FUEL PUMP AND METAL LINES. REMOVED BURNT ECM. **INSTALLED NEW PISTONS AND LINERS. INSTALLED NEW HEAD. INSTALLED INJECTORS. INSTALLED NEW WATER PUMP AND FUEL PUMP. INSTALLED NEW ACCESORY DRIVE. INSTALLED NEW ECM AND SENSORS. PROGRAMED NEW ECM TO ORIGINAL SETTINGS. CLEANED AND INSTALLED EGR COOLER WITH NEW CLAMPS.

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
1.000	EA	4973102:CE	GASKET,RKR LEVER HOUSING		83.79	EA	83.79
1.000	EA	3883220:CE	GASKET,ROCKER LEVER COVER		69.24	EA	69.24

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUED
			TERMS Net 10 days

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121227-0031	822805	9569727197	2361-Jaime Vasquez	6712	
1.000 EA	4042573:CE	KIT, VG ACTUATOR SERVICE		332.35 EA 332.35	
2.000 EA	4954905:CE	SENSOR, TEMPERATURE		8.41 EA 16.82	
1.000 EA	4918787:CE	KIT, OVERHAUL		4012.94 EA 4012.94	
1.000 EA	4952829RX: CX	HEAD, CYLINDER	EXC	2187.98 EA 2187.98	
1.000 EA	3084650D-C1: CX	HEAD, CYLINDER-CORE	CHG	365.75 EA 365.75	
1.000 EA	2882757:CE	THERMOSTAT		29.33 EA 29.33	
4.000 EA	1U5517:CT	DISC		2.35 EA 9.40	
6.000 EA	9811:R41	RIG TOUGH CHLOR BRAKE CLEANER		2.77 EA 16.62	
6.000 EA	3080708:CE	NOZZLE, PISTON COOLING		23.95 EA 143.70	
2.000 EA	105FBC:PB	GREASE-MOTOR ASSY 10 OZ L0034-094		7.76 EA 15.52	
1.000 EA	3804304:CE	KIT, SEAL		60.02 EA 60.02	
1.000 EA	4955665:CE	KIT, SEAL		60.88 EA 60.88	
1.000 EA	4089542:CE	KIT, SEAL		81.09 EA 81.09	
1.000 EA	2871314:CE	GASKET, HAND HOLE		4.59 EA 4.59	
1.000 EA	3893692:CE	GASKET, SUPPORT		9.03 EA 9.03	
1.000 EA	186780:CE	SEAL, THERMOSTAT		11.39 EA 11.39	
12.000 EA	3070137:CE	SEAL, O RING		2.66 EA 31.92	
12.000 EA	3070138:CE	SEAL, O RING		2.69 EA 32.28	
1.000 EA	3400563:CE	TUBE, CPR WATER INLET		19.44 EA 19.44	
1.000 EA	3408529:CE	SENSOR, ENGINE POSITION		30.60 EA 30.60	
2.000 EA	3892625:CE	GASKET, OIL COOLER SUPPORT		2.09 EA 4.18	
2.000 EA	109080:CE	SEAL, O RING		2.13 EA 4.26	
1.000 EA	3102846:CE	TUBE, WATER OUTLET		82.38 EA 82.38	
1.000 EA	4920488:CE	TUBE, WATER TRANSFER		121.23 EA 121.23	
1.000 EA	4928594:CE	SENSOR, PRESSURE		83.78 EA 83.78	
1.000 EA	4963815:CE	COVER, ROCKER LEVER		193.29 EA 193.29	
1.000 EA	3801169D-C1: CX	PUMP, WATER-CORE	CHG	46.55 EA 46.55	
1.000 EA	4955708NX: CX	PUMP, WATER-CORE	EXC	458.64 EA 458.64	
1.000 EA	3804304:CE	KIT, SEAL		60.02 EA 60.02	
1.000 EA	3892625:CE	GASKET, OIL COOLER SUPPORT		2.09 EA 2.09	
1.000 EA	3820629:CE	GASKET, FILTER HEAD		5.53 EA 5.53	
1.000 EA	3899343:CE	GASKET, TURBOCHARGER		2.33 EA 2.33	
2.000 EA	3627695:CE	SEAL, O RING		5.54 EA 11.08	
1.000 EA	3049221:CE	SEAL, O RING		2.02 EA 2.02	
1.000 EA	3627695:CE	SEAL, O RING		5.54 EA 5.54	
1.000 EA	3033915:CE	SEAL, O RING		19.95 EA 19.95	
2.000 EA	4907445:CE	RETAINER, TUBE		22.02 EA 44.04	
1.000 FT	5515-175:R28	COOLANT SLV SDR BLU 1.75X36		10.71 FT 10.71	
3.000 EA	82180PTX:PTX	GASKET MAKER-ULTRA BLACK 3.3 OZ		5.50 EA 16.50	
1.000 EA	3036666:CE	SEAL, O RING		2.85 EA 2.85	
2.000 EA	100500:FIV	EXH CLAMP 5IN PREFORMED ALUM		6.15 EA 12.30	
SUBTOTAL		TAX STATUS/STATE		SALES TAX	PLEASE PAY

		CONTINUED	
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Customer or Customer's Agent X _____	PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH. ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 15TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH. TERMS Net 10 days
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RUSH TRUCK CENTER, PHARR
 4700 N CAGE BLVD
 PHARR TX 78577 US
 956-782-4511

INVOICE DATE
 12/28/2012 16:13:27CST
 INVOICE NUMBER/ACCT DOC NUMBER
91544305
 CUSTOMER NO. BRANCH
 102361 1007
 PAGE:6 of *

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CITY OF MCALLEN
 P.O. Box : 220
 SOLD MCALLEN TX 78505-0000
 TO : US

Service Invoice

RUSH TRUCK CENTER, PHARR
 4700 N CAGE BLVD
 SHIP PHARR TX 78577 US
 TO : 956-782-4511

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CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
121227-0031	822805	9569727197	2361-Jaime Vasquez	6712
1.000 EA	BD7154JAB:BF	FILTER-OIL DUAL FLOW SPIN ON		18.99 EA 18.99
1.000 EA	BW5071JAB:BF	FILTER-WATER		4.64 EA 4.64
9.000 EA		1PREMIUM, BLACK HOSE		6.24 EA 56.16
10.000 FT	5515-100:R28	COOLANT SLV SDR BLU 1X36		7.95 FT 79.50
1.000 EA	6V4589:CT	SEAL O RING		3.75 EA 3.75
10.000 EA	06-00977:PB	WASHER-PULLEY		3.04 EA 30.40
1.000 EA	72299:IMS	HOSE CLAMP M6S		0.58 EA 0.58
44.000 QT	988738:MBL	OIL-DELVAC 1300 SUP 15W-40 [BULK]		3.25 QT 143.00
4.000 EA	76515:IMS	SAE FLAT GR8 1/2		0.36 EA 1.44
4.000 EA	12512:IMS	M10-1.50 LOCKNUT CL10		0.52 EA 2.08
1.000 EA	1313120PE:PB	BOLT-FLANGE M8X55		0.56 EA 0.56
10.000 GAL	EC3501:CH	COOLANT-TRP ELC 50/50 JUG		10.58 GAL 105.80
3.000 EA	6034:IMS	HOLD DOWN NT 3/8"		1.52 EA 4.56
10.000 EA	27101-CTCS:AT	TRANSYND 1 GAL OIL		40.17 EA 401.70
1.000 EA	82194PTX:PTX	GASKET MAKER-ULTRA GRY 3.5OZ TUBE		5.65 EA 5.65
		LABOR SUBTOTAL:		3000.00
		PARTS SUBTOTAL:		9672.76
		MISC SUBTOTAL.:		0.00
		EPA FEE SUBTOTAL.:		3.00
		SHOP SUPPLIES FEE.:		300.00
		JOB SUBTOTAL.:		12975.76

Employee(s) on above job : 00002382,00004513,

Job 3 INSTALL WIRING TO END OF FRAME (GEFCO)

*ORDERED ALL WIRING HARNESSES NEEDED FOR REINSTALLATION OF TRANSMISSION AND ENGINE. BEGAN BY STRAPING MAIN ENGINE AND BODY HARNESS TO THE INNER FRAME RAILS. ALSO SPLICED AND RECONNECTED 1/4 INCH AIR LINES FOR REAR SECTION OF BODY. ...CONTINUED WITH INSTALLATION OF POWERTRAIN.
 **INSTALLED MAIN HARNESS TO REAR SECTION OF BODY. CONNECTED TO REAR LIGHTS AND BODY CONTROLS. CHECKED FOR PROPER OPERATION OF CONTROLS AND ALL LIGHTS.
 **INSTALLED ABS AND BRAKE HARNESSSES. INSTALLED AND ROUTED AIR LINES FOR FRONT CAB CONTROLS AND ALSO PART OF THE BRAKE SYSTEM. SPLICED NEW AIR LINES TO EXISTING LINES FOR REAR ACTUATORS. AND CHECKD FOR PROPER OPERATION.

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
1.000	EA	P92-6679-1112:PB	HARNESS-ENGINE CUMMINS ISM		2392.39	EA	2392.39
1.000	EA	16-08467:PB	HARNESS-CHASSIS CAB		663.33	EA	663.33
1.000	EA	3103533RX:CX	ECM, CM875	EXC	1299.87	EA	1299.87
1.000	EA	3103533D-C1:CX	ECM, CM875-CORE	CHG	665.00	EA	665.00

SUBTOTAL TAX STATUS/STATE SALES TAX PLEASE PAY

CONTINUED

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH.

TERMS
 Net 10 days

Customer or Customer's Agent X _____



RUSH TRUCK CENTER, PHARR
 4700 N CAGE BLVD
 PHARR TX 78577 US
 956-782-4511

INVOICE DATE 12/28/2012 16:13:27CST	
INVOICE NUMBER/ACCT DOC NUMBER 91544305	
CUSTOMER NO. 102361	BRANCH 1007
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CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
121227-0031	822805	9569727197	2361-Jaime Vasquez	6712
1.000 EA	10461053RMAN:DL	STARTER, 42-MT	V405	EXC 227.16 EA 227.16
1.000 EA	42MT-C1:DL	STARTER, 42-MT	V405-CORE	CHG 199.50 EA 199.50
3.000 EA	BC6022:DY	CABLE ASSY-BATTERY POS		49.35 EA 148.05
3.000 EA	BC4020:DY	CABLE ASSY-BATTERY NEG		30.11 EA 90.33
1.000 EA	BC1334:DY	BATTERY ASSY 2/ODE 2100MM POS		91.04 EA 91.04
1.000 EA	BC1334:DY	BATTERY ASSY 2/ODE 2100MM POS		91.04 EA 91.04
1.000 EA	BC1379:DY	BATTERY ASSY 2/ODE 2500MM POS		105.43 EA 105.43
2.000 EA	BC14501:DY	CABLE ASSY-BATT 2/0 CE 2300MM NEG		96.47 EA 192.94
3.000 EA	PX31925C:GN	BATTERY-PRM XTRM, 925 CCA, 180 RC		111.52 EA 334.56
		BATTERY TAX		3.00 EA 9.00
1.000 EA	16-09699:PB	HARNESS-TRANS MD/HD AUTO		1090.25 EA 1090.25
1.000 EA	16-10057-1350:PB	HARNESS-ECU POWER		124.45 EA 124.45
1.000 EA	P92-6065-2000:PB	HARNESS-CUMMINS POWER FUSE		100.24 EA 100.24
85.000 EA	8-43087PHM:PA	WRAP-TIE, 8" BLACK		0.12 EA 10.20
5.000 EA	71668:IMS	ELECTRICAL TAPE 3/4X60'		1.50 EA 7.50
1.000 EA	P92-6654-003:PB	HARNESS-CHASSIS		967.12 EA 967.12
1.000 EA	P92-6383-21205000:PB	HARNESS-CHASSIS ABS		456.69 EA 456.69
1.000 EA		harness p		1062.75 EA 1062.75
1.000 EA		harness bo		1696.50 EA 1696.50
1.000 EA	2864492:CE	HARNESS,WIRING		537.77 EA 537.77
2.000 EA	2864516:CE	HARNESS,ETR CNT MDL WRG		102.47 EA 204.94
1.000 EA	2864492:CE	HARNESS,WIRING		537.77 EA 537.77
150.000 EA	CT05317:PB	TIE-CABLE 50LB 15.5" BLK		0.12 EA 18.00
1.000 EA		harness 263-1047		988.68 EA 988.68
1.000 EA	16-07952:PB	HARNESS-REDUCED FUNCTION ECU		208.05 EA 208.05
1.000 EA	3102561:CE	UNION,MALE		5.91 EA 5.91
1.000 EA	4083476:CE	CONNECTOR,MALE		6.52 EA 6.52
57.000 FT	75133:IMS	SPLIT LOOM 5/8" X 100'		0.52 FT 29.64
15.000 EA	5-534PHM:PA	WRAP-SPIRAL 11/4"		1.50 EA 22.50
21.000 EA	HT21140:PB	CONNECTOR-BUTT HTSHRBL 16-14GA		0.70 EA 14.70
9.000 EA	1-1861PHM:PA	CONNECTOR-WIRE BUTT C&S 12-10GA		1.05 EA 9.45
16.000 FT	5-025:PA	LOOM-CABLE CNVLTD NYL 3/8X100' BLK		0.25 FT 4.00
1.000 EA	1-1936PHM:PA	TERMINAL-WIRE RING CRMP 3/8 12-10		0.78 EA 0.78
1.000 EA	16-07830:PB	HARNESS-A/C HSFO		54.07 EA 54.07
1.000 EA	3683086CUM:ISX	HARNESS-WIRING		34.06 EA 34.06
2.000 EA		05807, BATTERY LUG #4		1.34 EA 2.68
1.000 EA		058077, BATTERY LUG #4		2.33 EA 2.33
1.000 EA		05402, HT SHRK BLK 8-2		14.43 EA 14.43
10.000 EA		04607, CABLE 4GA CLACK		2.67 EA 26.70
1.000 EA		058021, CONNECTOR 1/0		9.27 EA 9.27
2.000 EA	16158:IMS	HX CP PL USS 3/8X3-1/2 8		0.58 EA 1.16
SUBTOTAL		TAX STATUS/STATE		SALES TAX
				PLEASE PAY

CONTINUED

Customer or Customer's Agent X _____

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TERMS
Net 10 days



RUSH TRUCK CENTER, PHARR
 4700 N CAGE BLVD
 PHARR TX 78577 US
 956-782-4511

INVOICE DATE 12/28/2012 16:13:27CST	
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CUSTOMER NO. 102361	BRANCH 1007
PAGE:8 of *	

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121227-0031	822805	9569727197	2361-Jaime Vasquez	6712
1.000 EA	12576:IMS	LOCK NUT M16-2.00		1.08 EA 1.08
3.000 EA		058078, Battery Lug # 4		1.68 EA 5.04
2.000 EA		031-5724-012, Air Solenoid Valve		66.69 EA 133.38
1.000 EA		263-1156-001, Input Device Cable 70"		104.10 EA 104.10
1.000 EA		263-1146-002, Input Device Cable		166.97 EA 166.97
1.000 EA	1-52236PHM:PA	TERMINAL-WIRE RING INSL VNL 1/4		0.25 EA 0.25
12.000 FT	2-131:PA	WIRE-PRIMARY J1128 GPT 12GA BLK 100'		0.36 FT 4.32
1.000 EA	VT10380:PB	TERMINAL-WIRE RING INSLTD NYL 3/8		0.22 EA 0.22
3.000 FT	2-125:PA	WIRE-PRIMARY J1128 GPT 14GA RED 100'		0.32 FT 0.96
3.000 FT	2-121:PA	WIRE-PRIMARY J1128 GPT 14GA BLK 100'		0.32 FT 0.96
2.000 EA		031-5796, Valve 1/2		374.25 EA 748.50
1.000 EA		263-1145-003, Cable Proxy		114.03 EA 114.03
1.000 EA		263-1145-005, Cable Proxy		186.20 EA 186.20
			LABOR SUBTOTAL:	2475.00
			PARTS SUBTOTAL:	16215.76
			MISC SUBTOTAL.:	9.00
			EPA FEE SUBTOTAL.:	3.00
			SHOP SUPPLIES FEE.:	247.50
			JOB SUBTOTAL.:	18950.26

Employee(s) on above job : 00002394,

Job 5 REMOVE AND RE ROUTE NEW HYDRAULICS

*BEGAN REMOVING ALL HYDRAULIC LINES FROM FRAME. REMOVED BURNT LINES AND MARKED AS MUCH AS POSSIBLE TO HELP FOR INSTALLATION. REMOVED FRONT PTO LINES AND SET ASSIDE. REMOVED ALL TRANSMISSION AUXILLIARY DRIVE LINES AND PREPPED FOR TRANSMISSION REMOVAL...CLEANED AREA

*AFTER REMOVING TRANSMISSION GAVE LIST OF ALL HYDRAULIC LINES NEEDED. MATCHED UP ALL POSSIBLE LENGTHS AND DIAMETER HOSES AND GAVE ALL THREAD COUNTS ON FITTINGS SO THAT PARTS DEPARTMENT COULD GIVE ANOTHER ESIMATE TO MANUFACTURE THE LINES.

*AFTER RECIEVING THE LINES BEGAN TO ASSEMBLE MAIN LINES TO ROUTE AND ASSEMBLE PRIOR TO INSTALLING TRANSMISSION...WILL CONTINUE WITH OTHER SECTIONS OF TRUCK REPAIRS BEFORE CONTINUEING

**ASSEMBLED LINES AND ROUTED ON TRUCK. FILLED SYSTEM AND PURGED LINES OF AIR.

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
1.000	EA	HE83021:DY	HOSE ASSY-HYDRAULIC #8X102" CRJIC		69.59	EA	69.59
3.000	FT	HE2936:DY	HOSE-HYDRAULIC #10X250' J		4.74	FT	14.22
1.000	EA	FREIGHT	SHIPPING AND HANDLING		400.00	EA	400.00

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUED

Customer or Customer's Agent X _____

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RUSH TRUCK CENTER, PHARR
 4700 N CAGE BLVD
 PHARR TX 78577 US
 956-782-4511

INVOICE DATE 12/28/2012 16:13:27CST	
INVOICE NUMBER/ACCT DOC NUMBER 91544305	
CUSTOMER NO. 102361	BRANCH 1007
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121227-0031	822805	9569727197	2361-Jaime Vasquez	6712
30.000 FT	HE2936:DY	HOSE-HYDRAULIC #10X250' J		4.74 FT 142.20
10.000 EA	92146:IMS	HOSE END MED 24710N-610		8.64 EA 86.40
1.000 EA	81343PTX:PTX	LUBRICANT-ANTI-SEIZE 1 OZ TUBE 12/CS		2.86 EA 2.86
1.000 EA	4988280:CE	GASKET, HYDRAULIC PUMP		2.39 EA 2.39
3.000 EA	92144:IMS	HOSE END MED 24708N-608		6.26 EA 18.78
19.000 EA	HE2210:DY	HOSE-HYD/AIR #8X100' 100R		3.61 EA 68.59
30.000 FT	75134:IMS	SPLIT LOOM 3/4" X 100'		0.54 FT 16.20
1.000 EA	HE83021:DY	HOSE ASSY-HYDRAULIC #8X102" CRJIC		69.59 EA 69.59
3.000 EA	16125:IMS	HX CP PL USS 5/16X1 8		0.36 EA 1.08
3.000 EA	40152:IMS	FN HEX 8 PL 5/16-18		0.04 EA 0.12
2.000 EA	72333:IMS	HOSE CLAMP #16 LINED		1.20 EA 2.40
25.000 EA	CT06519:PB	TIE-CABLE 150LB 21" NAT		0.40 EA 10.00
7.000 EA	91200:IMS	A/B UNION 1/4		4.05 EA 28.35
6.000 EA	HE2248:DY	HOSE-HYD 100R5 MP 7/8"		4.64 EA 27.84
1.000 EA	6-105PHM:PA	TUBING-HEAT SHRNK BLU 3/16X6" 16-14		1.14 EA 1.14
13.000 EA	HE2277:DY	HOSE-PUSH ON #8X25' RBR C		1.71 EA 22.23
4.000 EA	16150:IMS	HX CP PL USS 3/8X1-1/2 8		0.32 EA 1.28
4.000 EA	3964PEN:PE	FLUID-POWER STEERING (0.5 GAL)		17.46 EA 69.84
2.000 EA	98LD13:MBL	FLUID-MOBIL ATF D/M [1 QT]		4.03 EA 8.06
2.000 EA	92150:IMS	HOSE END MED 24704N-604		6.00 EA 12.00
14.000 EA	HE2170:DY	HOSE-HYD/AIR #4X250' 100R		2.71 EA 37.94
			LABOR SUBTOTAL:	3750.00
			PARTS SUBTOTAL:	1113.10
			MISC SUBTOTAL.:	0.00
			EPA FEE SUBTOTAL.:	3.00
			SHOP SUPPLIES FEE.:	375.00
			JOB SUBTOTAL.:	5241.10

Employee(s) on above job : 00002394,00004513,

Job 6 ADVISE ON A/C INOP OR INTERMITTANT OR N

*WHILE REMOVING RADIATOR SUPPORTS BEGAN TO REMOVE ALL A/C COMPONENTS AND LINES THAT WERE BURNED. REMOVED COMPRESSOR AND COMPRESSOR LINES. REMOVED DRYER. ORDERED NEW LINES.. **INSTALLED NEW LINES WITH O-RINGS AND CHARGED SYSTEM. FILLED WITH PROPER AMOUNT OF OIL AND CHARGED WITH REFRIGERANT. INSTALLED BELT AND CHECKED FOR PROPER OPERATION. A/C COOLING GOOD.

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
2.000	EA	75R84292:R34	COMPRESSOR ASSY		243.85	EA	487.70
1.000	EA	PB1035:PB	CONDENSER-ASSY		516.81	EA	516.81

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUED

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121227-0031	822805	9569727197	2361-Jaime Vasquez	6712

1.000 EA	D9028-4593:DY	ASSY R134A 6/8FSTR-6/8M90 52"	160.71 EA	160.71
1.000 EA	D9026-9329:DY	ASSY R134A #6/8F90-#6/8F90 38"	109.60 EA	109.60
2.000 EA	V50-6005-086:DY	HOSE ASSY-RFGT #10X86" 90DEG/FSTR	134.45 EA	268.90
1.000 EA	D9028-7593:DY	ASSY-R134A #8F90-#8PAD90 82"	160.80 EA	160.80
1.000 EA	VH11600:PB	KIT- O-RING- HVAC SERVICE-	3.00 EA	3.00
1.000 EA	74R3156:R34	ACCUMULATOR-DUAL PAD	39.37 EA	39.37
LABOR SUBTOTAL:			1125.00	
PARTS SUBTOTAL:			1746.89	
MISC SUBTOTAL.:			0.00	
EPA FEE SUBTOTAL.:			3.00	
SHOP SUPPLIES FEE.:			112.50	
JOB SUBTOTAL.:			2987.39	

Employee(s) on above job : 00002394,

Job 7 REMOVE AND REPLACE RADIATOR SUPPORTS

*WHILE CAB WAS POSITIONED FORWARD REMOVED FAN SHROUD AND FAN BLADES. REMOVED FAN CLUTCH ASSEMBLY. REMOVED BROKEN BOLTS FROM RADIATOR SUPPORT. DRAINED COOLANT AND REMOVED ALL COOLANT LINES TO RADIATOR. REMOVED COOLANT TANK. REMOVED A/C CONDENSOR AND MOUNTING HARDWARE. REMOVED HYDRO PUMP AND SHAFT. REMOVED HYDRAULIC LINES IN FRONT. REMOVED BOLTS FROM UNDERSIDE OF RADIATOR BRACKET AND STRAPPED SOME CHAINS TO LIFT RADIATOR OUT OF ENGINE COMPARTMENT. ONCE RADIATOR WAS REMOVED PREPARED ENGINE FOR REMOVAL.
 **INSTALLED FAN HUB. REINSTALLED RADIATOR CHARGE AIR COOLER AND CONDENSOR. INSTALLED NEW HOSES AND CLAMPS. INSTALLED NEW FAN BLADES AND FAN SHROUD. TOPPED OFF COOLING SYSTEM AND CHECKED FOR LEAKS.

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
4.000	EA	1168002:R32	MOUNT-RUBBER		6.72 EA		26.88
1.000	EA	05-17461:PB	PIPE-WATER LOWER 60DEG 3" STL CER		236.25 EA		236.25
1.000	EA	HE8716:PB	HOSE-HUMP DBL 4"X6" SILTU		35.79 EA		35.79
1.000	EA	K342-825:DY	HOSE-CHARGE AIR		57.72 EA		57.72
1.000	EA	HE8728:PB	HOSE-HUMP DBL 3"X6" SILTU		67.07 EA		67.07
2.000	EA	M501-50NR:PB	BUSHING-50 DURO		16.98 EA		33.96
6.000	EA	5515-275:R28	COOLANT SLV SDR BLU 2.75X36		14.93 EA		89.58
2.000	EA	5515-300:R28	COOLANT SLV SDR BLU 3X36		16.15 EA		32.30
1.000	EA	00325V28:PB	FAN-11 BLADE 28" DIA 2.56" PILOT		221.61 EA		221.61
8.000	EA	72377:IMS	HOSE CLAMP CONST TORQUE		4.99 EA		39.92
4.000	EA	72378:IMS	HOSE CLAMP CONST TORQUE		5.11 EA		20.44
1.000	EA	HOR79-C1:PB	CLUTCH-FAN HORTON DMA 2-SPEED	CHG	532.00 EA		532.00
1.000	EA	79A9415-2RMAN:PB	CLUTCH-FAN HORTON DMA 2-SPEED	EXC	870.85 EA		870.85

SUBTOTAL TAX STATUS/STATE SALES TAX PLEASE PAY

		CONTINUED
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Customer or Customer's Agent X _____

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH. ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH.

TERMS
 Net 10 days



RUSH TRUCK CENTER, PHARR
 4700 N CAGE BLVD
 PHARR TX 78577 US
 956-782-4511

INVOICE DATE 12/28/2012 16:13:27CST	
INVOICE NUMBER/ACCT DOC NUMBER 91544305	
CUSTOMER NO. 102361	BRANCH 1007
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CITY OF MCALLEN
 P.O. Box : 220
 SOLD MCALLEN TX 78505-0000
 TO : US

Service Invoice

RUSH TRUCK CENTER, PHARR
 4700 N CAGE BLVD
 SHIP PHARR TX 78577 US
 TO : 956-782-4511

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CUSTOMER-FO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP	
121227-0031	822805	9569727197	2361-Jaime Vasquez	6712	
1.000 EA	07-06432M001:PB	SHROUD-RING FAN RDTR		701.75 EA	701.75
2.000 EA	07-06622:PB	SLEEVE-RADIATOR SHROUD		107.21 EA	214.42
1.000 EA	07-06436:PB	RING-FAN		226.29 EA	226.29
1.000 EA	4060537BLT:PB	BELT-POLY 6 RIBS X 53-3/4		29.18 EA	29.18
1.000 EA	D84-1000-3081880:PB	BELT-POLY 8 RIBS X 1880 ORION		34.62 EA	34.62
1.000 EA	3161622:CE	HOSE,FLEXIBLE		37.45 EA	37.45
1.000 EA	3102895:CE	TUBE,WATER INLET		20.63 EA	20.63
1.000 EA	3102939:CE	TUBE,WATER OUTLET		17.27 EA	17.27
2.000 EA	4970037:CE	HOSE,PLAIN		8.91 EA	17.82
1.000 EA	4004815:CE	TUBE,CPR WATER OUTLET		31.32 EA	31.32
1.000 EA	4088712:CE	SENSOR,TEMPERATURE		56.33 EA	56.33
1.000 EA	3101632CUM:ISX	HOSE,PLAIN		32.52 EA	32.52
1.000 EA	3895734:CE	CLAMP,HOSE		3.74 EA	3.74
4.000 EA	MR1001:PB	MOUNT		35.30 EA	141.20
4.000 EA	72335:IMS	HOSE CLAMP #24 LINED		1.24 EA	4.96
2.000 EA	72337:IMS	HOSE CLAMP #32 LINED		1.32 EA	2.64
3.000 EA	5515-250:R28	COOLANT SLV SDR BLU 2.5X36		13.86 EA	41.58
1.000 EA	Q21-6007S:PB	SENSOR-COOLANT LEVEL		115.98 EA	115.98
1.000 EA	05-17516:PB	GASKET-WATER INLET		4.44 EA	4.44
11.000 FT	5526-062X400:R28	HEATER HOSE .625~ X 400 FT		2.09 FT	22.99
2.000 EA	72452:IMS	S/S MARINE CLAMP #8		1.08 EA	2.16
20.000 EA	5526-038X600:R28	HEATER HOSE .375~ X 600 FT		1.65 EA	33.00
				LABOR SUBTOTAL:	975.00
				PARTS SUBTOTAL:	4056.66
				MISC SUBTOTAL.:	0.00
				EPA FEE SUBTOTAL.:	3.00
				SHOP SUPPLIES FEE.:	97.50
				JOB SUBTOTAL.:	5132.16

Employee(s) on above job : 00002394,

Job 8 ADVISE ELECTRICAL PROBLEMS

**CHECKED STARTING CIRCUIT. NO START REPLACED BATTERY CABLES AND INSTALLED NEW BATTERIES. WITH IGNITION ON CHECKED FUNCTION OF SWITCHES AND LIGHTS.
 **INSTALLED TWO ACTUATORS THAT WERE BURNED OUT FOR SIDE ARM. CONTINUED CHECKING AND FOUND ARM NOT ACTIVATING. CHECKED AIR LINES AND FOUND RESTRICTION ON ONE OF THE AIR LINES. REPLACED SECTION OF AIR LINE AND RECHECKED. CHECKED ALL FLUID LEVELS AGAIN.
 **ROAD TESTED AND CHECKED FOR PROPER OPERATION OF ALL CIRCUITS. LIGHTS OK BRAKE SYSTEM OK.ACTUATORS ON BODY OK.

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUED
PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH.ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH			TERMS Net 10 days

Customer or Customer's Agent X _____



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INVOICE NUMBER/ACCT DOC NUMBER 91544305	
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CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
121227-0031	822805	9569727197	2361-Jaime Vasquez	6712

Sales Qty UOM	Item number	Item description	CORE	Unit rate	Per	Extension
3.000 EA	4026171:CE	1005GASKET, FUEL PUMP		6.49 EA		19.47
1.000 EA	3090942RX:CX	PUMP, FUEL/CELECT	EXC	711.36 EA		711.36
1.000 EA	3883463D-C1:CX	PUMP, FUEL CELECT-CORE	CHG	199.50 EA		199.50
1.000 EA	BF1259JAB:BF	SEPARATOR-FUEL/WATER SPIN ON W/		6.98 EA		6.98
LABOR SUBTOTAL:				2250.00		
PARTS SUBTOTAL:				937.31		
MISC SUBTOTAL.:				0.00		
EPA FEE SUBTOTAL.:				3.00		
SHOP SUPPLIES FEE.:				225.00		
JOB SUBTOTAL.:				3415.31		

Employee(s) on above job : 00002394,00004513,

Job 9 REPAIR AND REFINISH

Customer request repair damage due to accident
 -remove burn out insulation under cab
 -remove original rivet on rear cab
 -perform body work on rear cab
 -install new rivets
 -sand and prep for paint front and rear damage areas
 -tap up and apply sealer to body work
 -paint and clear
 -done

Sales Qty UOM	Item number	Item description	CORE	Unit rate	Per	Extension
1.000 EA		SHOP		100.00 EA		100.00
1.000 EA		SHOP		100.00 EA		100.00
1.000 EA		EPA		15.00 EA		15.00
LABOR SUBTOTAL:				936.00		
PARTS SUBTOTAL:				0.00		
MISC SUBTOTAL.:				215.00		
EPA FEE SUBTOTAL.:				0.00		
SHOP SUPPLIES FEE.:				93.60		
JOB SUBTOTAL.:				1244.60		

Employee(s) on above job : 00002913,00002344.

Job 170 CORES

Sales Qty UOM	Item number	Item description	CORE	Unit rate	Per	Extension
- 1.000 EA	3084650D-C1:CX	HEAD, CYLINDER M11-CORE	RET	365.75- EA		365.75-

SUBTOTAL TAX STATUS/STATE SALES TAX PLEASE PAY

CONTINUED

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH. ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 31ST OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 31ST.

TERMS
 Net 10 days

Customer or Customer's Agent X _____



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121227-0031	822805	9569727197	2361-Jaime Vasquez	6712

LABOR SUBTOTAL:	0.00
PARTS SUBTOTAL:	365.75 CR
MISC SUBTOTAL.:	0.00
EPA FEE SUBTOTAL.:	0.00
SHOP SUPPLIES FEE.:	0.00
JOB SUBTOTAL.:	365.75 CR

Employee(s) on above job :

Job 200 CORES

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
- 1.000	EA	3801169D-C1:CX	PUMP, WATER-CORE	RET	46.55-	EA	46.55-

LABOR SUBTOTAL:	0.00
PARTS SUBTOTAL:	46.55 CR
MISC SUBTOTAL.:	0.00
EPA FEE SUBTOTAL.:	0.00
SHOP SUPPLIES FEE.:	0.00
JOB SUBTOTAL.:	46.55 CR

Employee(s) on above job :

Job 230 CORES

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
- 1.000	EA	42MT-C1:DL	STARTER, 42-MT V405-CORE	RET	199.50-	EA	199.50-

LABOR SUBTOTAL:	0.00
PARTS SUBTOTAL:	199.50 CR
MISC SUBTOTAL.:	0.00
EPA FEE SUBTOTAL.:	0.00
SHOP SUPPLIES FEE.:	0.00
JOB SUBTOTAL.:	199.50 CR

Employee(s) on above job :

Job 260 CORES

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
- 1.000	EA	H0R79-C1:PB	HUB ASSY-FAN DRIVEMASTER REMAN-CORE	RET	532.00-	EA	532.00-

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
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CONTINUED

Customer or Customer's Agent X _____

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TERMS
Net 10 days



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 PHARR TX 78577 US
 956-782-4511

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CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
121227-0031	822805	9569727197	2361-Jaime Vasquez	6712

LABOR SUBTOTAL:	0.00
PARTS SUBTOTAL:	532.00 CR
MISC SUBTOTAL.:	0.00
EPA FEE SUBTOTAL.:	0.00
SHOP SUPPLIES FEE.:	0.00
JOB SUBTOTAL.:	532.00 CR

Employee(s) on above job :

Job 290 CORES

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
- 1.000	EA	3896045D-C1:CX	DRIVE, ACC L/M-CORE	RET	26.60-	EA	26.60-

LABOR SUBTOTAL:	0.00
PARTS SUBTOTAL:	26.60 CR
MISC SUBTOTAL.:	0.00
EPA FEE SUBTOTAL.:	0.00
SHOP SUPPLIES FEE.:	0.00
JOB SUBTOTAL.:	26.60 CR

Employee(s) on above job :

Job 320 CORES

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
- 1.000	EA	3883463D-C1:CX	PUMP, FUEL/CELECT-CORE	RET	199.50-	EA	199.50-

LABOR SUBTOTAL:	0.00
PARTS SUBTOTAL:	199.50 CR
MISC SUBTOTAL.:	0.00
EPA FEE SUBTOTAL.:	0.00
SHOP SUPPLIES FEE.:	0.00
JOB SUBTOTAL.:	199.50 CR

Employee(s) on above job :

Job 350 CORES

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
- 1.000	EA	3102745D-C1:CX	KIT, EGR VALVE-CORE	RET	66.50-	EA	66.50-

SUBTOTAL TAX STATUS/STATE SALES TAX PLEASE PAY

CONTINUED

Customer or Customer's Agent X _____

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TERMS
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CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
121227-0031	822805	9569727197	2361-Jaime Vasquez	6712

LABOR SUBTOTAL: 0.00
 PARTS SUBTOTAL: 66.50 CR
 MISC SUBTOTAL.: 0.00
 EPA FEE SUBTOTAL.: 0.00
 SHOP SUPPLIES FEE.: 0.00
 JOB SUBTOTAL.: 66.50 CR

Employee(s) on above job :

 INTERSTATE BILLING SERVICE NUMBER : R268347 AUTHORIZATION: FB1268

REMIT TO:

INTERSTATE BILLING SERVICE, INC
 P.O. BOX 2208
 DECATUR AL 35609-0000
 US

*TOTAL LABOR: 23453.25
 *TOTAL PARTS: 38874.13
 *TOTAL MISC.: 1059.63
 *TOTAL EPA.: 21.00
 *TOTAL SHOP.: 2345.33

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUED

Customer or Customer's Agent X _____

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CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
121227-0031	822805	9569727197	2361-Jaime Vasquez	6712

CUSTOMER AGREEMENT

Authorization; Charges. I represent that I (herein, "CUSTOMER") am the owner, or am acting as a duly authorized agent of and have authority to bind, the owner of the above-described vehicle (the "Vehicle"). I hereby authorize the necessary diagnostic/repair work to be done along with the necessary parts and material. I understand that any estimates are based on your preliminary inspection and do not cover any additional parts/labor that may be required after the work has been started. Occasionally, worn or damaged parts are discovered that may not be evident on the first inspection. Because of this, estimated prices are not guaranteed. Quotations on parts and labor are current and subject to change. I promise to pay for any applicable diagnostic, disassembly and reassembly services and repair work, together with all other charges for any necessary repairs (collectively, the "CHARGES"), and I understand that you will have a lien on the Vehicle in the event I fail to pay the CHARGES when due. I understand that all CHARGES are due and payable by me at the Rush truck center location indicated above. I understand that the work performed by you may not be covered by warranty and that the manufacturer or warranty company will be the one to make the final determination as to what work will be covered by warranty. I agree to pay any CHARGES that are not covered by a warranty, if any. All claims and returned goods must be accompanied by this bill. No refunds after 30 days. Customer promises to pay the amount shown hereon, together with other charges due, if any, in accordance with the customer's charge agreement with you.

Disclaimer of Warranties; Returns/Refunds. I AGREE THAT ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE RUSH TRUCK CENTER OR RUSH TRUCK LEASING FACILITY LISTED ABOVE ("DEALER") HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PRODUCTS OR SERVICES SOLD HEREBY. DEALER NEITHER ASSUMES FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCT OR SERVICES. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS DOCUMENT. NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE.

Miscellaneous. I agree that replaced parts will not be returned to CUSTOMER unless requested in writing by CUSTOMER at the time of repair. I agree that you are not responsible for loss or damage to (i) the Vehicle, (ii) articles left in the Vehicle or (iii) trailers (and cargo contained in trailers), whether such trailers are attached to or detached from the Vehicle, in case of fire, theft or any other cause beyond your control. I agree you are not responsible for any delays in repairs or any downtime, including without limitation delays or downtime caused by the unavailability of parts or delays in parts shipments by the supplier or transporter. Should there be a need for you to move or test drive my vehicle I hereby grant you and/or your employees permission to operate the Vehicle on streets, highways or elsewhere for the purpose of testing, inspection and/or delivery. Electrical parts are not returnable.

NOTICE TO CUSTOMER

RUSH PLACES YOU THE CUSTOMER ON NOTICE THAT YOUR TRUCK(S) FOR WHICH YOU HAVE REQUESTED RUSH TO REPAIR, MAY BE SUBJECT TO REPOSSESSION UNDER TEXAS PROPERTY CODE §70.001 SHOULD YOU CAUSE RUSH TO RELINQUISH POSSESSION OF THE TRUCK(S) IN RETURN FOR A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION ON WHICH PAYMENT IS STOPPED, HAS BEEN DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS OR BECAUSE THE DRAWER OR MAKER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT WAS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED. SHOULD YOU CAUSE RUSH TO RELINQUISH POSSESSION DUE TO ONE OF THE ABOVE CIRCUMSTANCES, RUSH MAY TAKE REPOSSESSION OF THE TRUCK(S) IN ACCORDANCE WITH THE PROVISIONS OF TEXAS BUSINESS & COMMERCE CODE §9.602.

YOUR SIGNATURE BELOW IS AN ACKNOWLEDGEMENT THAT YOU HAVE BEEN ADVISED OF RUSH'S RIGHTS UNDER TEXAS PROPERTY CODE §70.001 AND TEXAS BUSINESS & COMMERCE CODE §9.602 AND THAT YOU HAVE AUTHORIZED RUSH TO MAKE THE REQUESTED REPAIRS WITH THE KNOWLEDGE OF RUSH'S RIGHTS TO REPOSSESS UNDER THE ABOVE-LISTED CIRCUMSTANCES.

CUSTOMER Signature: _____ Date: _____

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
65753.34	EXEMPT/TX	0.00	65753.34

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH.

TERMS
 Net 10 days

Customer or Customer's Agent X _____

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 3E
DATE SUBMITTED 02/04/13
MEETING DATE 02/11/13

1. Agenda Item: Approval a contract with Highmark Construction of McAllen, Texas for the construction of DeLeon North Soccer Complex in the amount of \$2,395,000.00 and accept add alternates #7,9 and 10 for a total contract price of \$2,635,000.00.

2. Party Making Request: Parks and Recreation Department

3. Nature of Request: (Brief Overview) Attachments: x Yes No
The Parks and Recreation Department solicited bids for the general construction contract for DeLeon North Soccer Expansion. Three bids were received. Highmark Construction of McAllen, Texas was the lowest responsible responsive bidder with a total base bid of \$2,395,000.00. Six alternates were requested in the bid packet. Parks and Recreation would like to accept items 7, 9 and 10 for an additional cost of \$240,000.00. The total cost for the general construction contract will be \$2,635,000.00. Staff recommends approval of the base bid and alternates 7,9 and 10.

4. Policy Implication: None

5. Budgeted Information: x Yes No N/A
Construction Cost

Budgeted
Account Number: 110-8702-466.66-30 CP1304 \$2,635,000.00

6. Alternate option/costs: To reduce the scope of the project or not award the project.

7. Routing:	NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)	S. Gavlik, Director		2/11/13	<u> Yes </u>
b)	D. Melaas, Dpty Dir.		2/11/13	<u> </u>
c)	B. Branham, Dep. CM		2/11/13	<u> </u>

8. Staff Recommendation: The Parks and Recreation Department recommends approval of a contract with Highmark Construction of McAllen, Texas in the amount of \$2,635,000.00.

9. Advisory Board: X Approved Disapproved None


10. City Attorney: IP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

12. Action Taken: _____

PARKS &
RECREATION

interoffice
MEMORANDUM
city of mcallen

To: MIKE R. PEREZ, CITY MANAGER
From: SALLY GAVLIK, DIRECTOR 
Subject: DELEON NORTH SOCCER COMPLEX
Date: FEBRUARY 4, 2013

COMMENT

Goal:
To approval a contract with Highmark Construction of McAllen, Texas for the construction of DeLeon North Soccer Complex in the amount of \$2,395,000.00 and accept add alternates #7,9 and 10 for a total contract price of \$2,635,000.00.

Discussion:
The Parks and Recreation Department solicited bids for the general construction contract for Deleon North Soccer Expansion. Three bids were received. Highmark Construction of McAllen, Texas was the lowest responsible responsive bidder with a total base bid of \$2,395,000.00. Six alternates were requested in the bid packet. Parks and Recreation recommends accepting items 7 (shade structures), 9 (Playground) and 10 (Lake Retainer Wall) for an additional cost of \$240,000.00. The total cost for the general construction contract will be \$2,635,000.00. Staff recommends approval of the base bid and alternates 7, 9 and 10.

Recommendation:
The Parks and Recreation Department recommends approval of a contract with Highmark Construction of McAllen, Texas in the amount of \$2,635,000.00.



Bid Opening: January 17, 2013 at 4:00 p.m.

City Hall - Large Conference Room (2nd Floor)

CREATED BY: EAM 01/23/13

eBid eExchange Export
 Solicitation: 01-13-C05-392 DE LEON NORTH
 Generated 1/23/2013 2:13:05 PM Central

Project No. 01-13-C05-392 De Leon North Soccer Complex

ITEM	TYPE	INTERNAL REFERENCE	DESCRIPTION	UOM	QTY	COURIC ENTERPRISES, LLC, dba FOREMOST CONSTRUCTION	HIGHMARK CONSTRUCTION	O'G CONSTRUCTION
						HARLINGEN, TX.	MCALLEN, TX.	EDINBURG, TX.
						UNIT PRICE	UNIT PRICE	UNIT PRICE
1	B	910-65	MAIN CONCESSION/RESTROOM BUILDING, AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS, COMPLETE IN PLACE	LS	1	\$680,000	\$785,000	\$460,000
2	B	988-32	GRADING & UTILITIES AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS, COMPLETE IN PLACE	LS	1	\$683,000	\$550,000	\$925,000
3	B	988-32	LANDSCAPE & IRRIGATION, AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS, COMPLETE IN PLACE	LS	1	\$690,000	\$650,000	\$733,430
4	B	988-32	SIDEWALKS & SPECIALTY PAVING, AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS, COMPLETE IN PLACE	LS	1	\$580,000	\$85,000	\$216,000
5	B	988-32	ELECTRICAL SYSTEMS, AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS, COMPLETE IN PLACE	LS	1	\$220,000	\$300,000	\$120,000
6	B	988-32	SITE FURNISHINGS, AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS, COMPLETE IN PLACE	LS	1	\$40,000	\$25,000	\$30,000
BASE BID TOTAL						\$2,393,000	\$2,395,000	\$2,484,430
7	A	155-85	ADD ALTERNATE #1 - INSTALLATION OF 15' X 30' SHADE STRUCTURES, AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS, COMPLETE IN PLACE	LS	1	\$6,000	\$45,000	\$97,800
8	A	155-85	ADD ALTERNATE #2 - INSTALLATION OF SUNAMI SHADE STRUCTURES, AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS, COMPLETE IN PLACE	LS	1	\$9,000	\$100,000	\$28,750
9	A	650-38	ADD ALTERNATE #3 - PLAYGROUND INCLUDING SURFACING AND BORDER SIDEWALK, AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS, COMPLETE IN PLACE	LS	1	\$92,000	\$120,000	\$140,000
10	A	650-38	ADD ALTERNATE #4 - LAKE RETAINER WALL, AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS, COMPLETE IN PLACE	LS	1	\$115,000	\$75,000	\$85,000
11	A	650-38	ADD ALTERNATE #5 - SUTU INTERACTIVE SPORTS WALL, COMPLETE IN PLACE	LS	1	\$50,000	\$60,000	\$59,000

12	A	913-94	ADD ALTERNATE #6 - UNREINFORCED CONCRETE PAVEMENT SECTION AS PER PAVING, GRADING AND DRAINAGE DETAIL 1, PARKING LOT SECTION, OPTION B, COMPLETE IN PLACE.	LS	1			\$800,000		\$75,000		\$422,548	
ALTERNATE 1 - 6 TOTAL									\$1,072,000		\$475,000		\$833,098
100	B	910-65	A - MAIN CONCESSION/RESTROOM BUILDING Provide and install Restroom/Concession Building - Scope includes construction of building, connection to all electrical service and sanitary sewer service. Refer to drawings and specifications for additional information. (FOR REFERENCE ONLY TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LS	1	\$680,000.00	\$680,000.00		\$785,000.00	\$785,000.00	\$480,000.00	\$480,000.00	
200	B	988-32	B - GRADING & UTILITIES: Provide and install site grading - Scope includes mass grading and all fine grading of the entire site as necessary for all construction, seeding and ADA grades of walks and paving, etc. Sports fields are to be laser graded to meet all final grades. Refer to drawings and specifications for additional information. (FOR REFERENCE ONLY TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LS	1	\$500,000.00	\$500,000.00		\$550,000.00	\$550,000.00	\$390,000.00	\$390,000.00	
201	B	988-32	B - GRADING & UTILITIES: Provide and install Erosion Control - Refer to drawings and specifications for additional information. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LS	1	\$10,000.00	\$10,000.00		\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00	
202	B	988-32	B - GRADING & UTILITIES: Provide and install Water Service System - includes all taps, all water lines, and appurtenances - Refer to plans for additional information. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LS	1	\$20,400.00	\$20,400.00		\$75,000.00	\$75,000.00	\$28,000.00	\$28,000.00	
203	B	988-32	B - GRADING & UTILITIES: Remove and replace existing 6" curb. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LF	58	\$6.00	\$348.00		\$28.00	\$1,624.00	\$9.00	\$522.00	
204	B	988-32	B - GRADING & UTILITIES: Installation of 1-1/2" HCMA. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	SY	14280	\$8.35	\$119,238.00		\$12.00	\$171,360.00	\$8.30	\$118,524.00	
205	B	988-32	B - GRADING & UTILITIES: Installation of 6" Flex Base. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	SY	15091	\$7.00	\$105,637.00		\$12.00	\$181,092.00	\$6.53	\$98,544.23	
206	B	988-32	B - GRADING & UTILITIES: Installation of 6" Stabilized Flex Base - 2% lime. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	SY	15091	\$2.36	\$35,614.76		\$12.00	\$181,092.00	\$8.35	\$126,009.85	
207	B	988-32	B - GRADING & UTILITIES: Installation of 6" thick concrete apron. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	SY	244	\$49.50	\$12,078.00		\$7.00	\$1,708.00	\$31.15	\$7,600.60	

208	B	988-32	B - GRADING & UTILITIES: Installation of 18" Curb and Gutter. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LF	2496	\$7.00	\$17,472.00	\$14.00	\$34,944.00	\$7.00	\$17,472.00
209	B	988-32	B - GRADING & UTILITIES: Installation of 6" Raised Curb. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LF	2613	\$3.00	\$7,839.00	\$9.00	\$23,517.00	\$6.00	\$15,678.00
210	B	988-32	B - GRADING & UTILITIES: Installation of Type CC Storm Inlet. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	9	\$2,300.00	\$20,700.00	\$4,000.00	\$36,000.00	\$2,300.00	\$20,700.00
211	B	988-32	B - GRADING & UTILITIES: Installation of 15" Storm Culvert. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LF	1150	\$16.00	\$18,400.00	\$35.00	\$40,250.00	\$18.00	\$20,700.00
212	B	988-32	B - GRADING & UTILITIES: Installation of 12" Storm Culvert. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LF	177	\$14.00	\$2,478.00	\$26.00	\$4,602.00	\$15.00	\$2,655.00
213	B	988-32	B - GRADING & UTILITIES: Core Existing Inlet. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	1	\$200.00	\$200.00	\$1,200.00	\$1,200.00	\$900.00	\$900.00
214	B	988-32	B - GRADING & UTILITIES: Installation of Wheel Stops. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	209	\$100.00	\$20,900.00	\$80.00	\$16,720.00	\$44.00	\$9,196.00
215	B	988-32	B - GRADING & UTILITIES: Installation of H/C Ramps (all types). (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	14	\$500.00	\$7,000.00	\$350.00	\$4,900.00	\$14.00	\$196.00
216	B	988-32	B - GRADING & UTILITIES: Installation of H/C Signs. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	12	\$100.00	\$1,200.00	\$300.00	\$3,600.00	\$12.00	\$144.00
217	B	988-32	B - GRADING & UTILITIES: Installation of 6" PVC C-900 Water Main. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LF	402	\$8.00	\$3,216.00	\$22.00	\$8,844.00	\$402.00	\$161,604.00
218	B	988-32	B - GRADING & UTILITIES: Installation of 4" PVC C-900 Water Main. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LF	280	\$7.00	\$1,960.00	\$16.00	\$4,480.00	\$6.00	\$1,680.00
219	B	988-32	B - GRADING & UTILITIES: Installation of Fire Hydrant. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	1	\$5,200.00	\$5,200.00	\$6,500.00	\$6,500.00	\$3,185.00	\$3,185.00
220	B	988-32	B - GRADING & UTILITIES: Installation of 6" Tapping Sleeve and Valve. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	1	\$1,700.00	\$1,700.00	\$3,000.00	\$3,000.00	\$1,975.00	\$1,975.00
221	B	988-32	B - GRADING & UTILITIES: Installation of 6" 45 degree bend. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	2	\$8.00	\$16.00	\$1,000.00	\$2,000.00	\$312.00	\$624.00

222	B	988-32	B - GRADING & UTILITIES: Installation of 6" Gate Valve. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	1	\$500.00	\$500.00	\$1,600.00	\$1,600.00	\$1,190.00	\$1,190.00
223	B	988-32	B - GRADING & UTILITIES: Installation of 4" Backflow Assembly. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	1	\$6,250.00	\$6,250.00	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00
224	B	988-32	B - GRADING & UTILITIES: Installation of 2" Poly Pipe Service Main. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LF	648	\$7.00	\$4,536.00	\$12.00	\$7,776.00	\$4.25	\$2,754.00
225	B	988-32	B - GRADING & UTILITIES: Installation of 1" Poly Pipe Service Main. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LF	460	\$7.00	\$3,220.00	\$10.00	\$4,600.00	\$2.00	\$920.00
226	B	988-32	B - GRADING & UTILITIES: Installation of Misc. Valves and Fittings less than 6". (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	7	\$125.00	\$875.00	\$500.00	\$3,500.00	\$600.00	\$4,200.00
300	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and install Landscape Irrigation System and all appurtenances complete in place - refer to plans, details, and specifications for additional information. (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LS	1	\$404,000.00	\$404,000.00	\$650,000.00	\$650,000.00	\$738,000.00	\$738,000.00
301	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Red Mulberry Tree 4" Cal. 14'-16". (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	4	\$339.00	\$1,356.00	\$700.00	\$2,800.00	\$400.00	\$1,600.00
302	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Cedar Elm Tree 4" Cal. 14'-16". (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	37	\$434.00	\$16,058.00	\$450.00	\$16,650.00	\$300.00	\$11,100.00
303	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Hackberry Tree 4" Cal. 14'-16". (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	8	\$292.00	\$2,336.00	\$600.00	\$4,800.00	\$180.00	\$1,440.00
304	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Live Oak Tree 4" Cal. 14'-16". (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	131	\$264.00	\$34,584.00	\$400.00	\$52,400.00	\$300.00	\$39,300.00
305	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Eucalyptus Tree 4" Cal. 14'-16". (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	5	\$901.00	\$4,505.00	\$700.00	\$3,500.00	\$750.00	\$3,750.00
306	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Texas Ash Tree 4" Cal. 14'-16". (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	10	\$292.00	\$2,920.00	\$600.00	\$6,000.00	\$500.00	\$5,000.00
307	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Mexican Sycamore Tree 4" Cal. 14'-16". (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	36	\$535.00	\$19,260.00	\$600.00	\$21,600.00	\$600.00	\$21,600.00

308	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Montezuma Cypress 4" Cal 14'-16" (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	6	\$535.00	\$3,210.00	\$600.00	\$3,600.00	\$600.00	\$3,600.00
309	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Crepe Myrtle 25 gal Multi Trunk 8'-10' (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	32	\$217.00	\$6,944.00	\$200.00	\$6,400.00	\$115.00	\$3,680.00
310	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Wild Olive Tree 25 gal 8'-10' (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	7	\$325.00	\$2,275.00	\$200.00	\$1,400.00	\$135.00	\$945.00
311	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Southern Magnolia 4" Cal 14'-16" (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	10	\$833.00	\$8,330.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
312	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Texas Sabal Palm 10'-12' (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	10	\$725.00	\$7,250.00	\$500.00	\$5,000.00	\$200.00	\$2,000.00
313	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Mexican Fan Palm 10'-12' (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	13	\$576.00	\$7,488.00	\$250.00	\$3,250.00	\$90.00	\$1,170.00
314	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Mountain Laurel 15 gal (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	16	\$244.00	\$3,904.00	\$200.00	\$3,200.00	\$115.00	\$1,840.00
315	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Casalpinia 15 gal (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	16	\$244.00	\$3,904.00	\$150.00	\$2,400.00	\$130.00	\$2,080.00
316	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Barbara Karst Bougenvillea 5 gal (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	11	\$32.00	\$352.00	\$25.00	\$275.00	\$24.00	\$264.00
317	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Jatropha 15 gal (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	32	\$163.00	\$5,216.00	\$150.00	\$4,800.00	\$77.00	\$2,464.00
318	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Dwarf Yaupon Holly 5 gal (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	50	\$32.00	\$1,600.00	\$25.00	\$1,250.00	\$17.00	\$850.00
319	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Purple Fountain Grass 1 gal (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	64	\$14.00	\$1,176.00	\$25.00	\$2,100.00	\$8.00	\$672.00
320	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Pampas Grass 5 gal (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	6	\$33.00	\$198.00	\$25.00	\$150.00	\$22.00	\$132.00
321	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Society Garlic 1 gal (FOR REFERENCE ONLY, TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	326	\$14.00	\$4,564.00	\$7.00	\$2,282.00	\$7.00	\$2,282.00

322	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Purple Trailing Lantana 1 gal. (FOR REFERENCE ONLY. TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	220	\$14.00	\$3,080.00	\$6.00	\$1,320.00	\$7.00	\$1,540.00
323	B	988-52	C - LANDSCAPE & IRRIGATION: Provide and Install Hydromulch Bermuda Grass Variety 'Yukon' (no substitutions). (FOR REFERENCE ONLY. TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	SQFT	885,321	\$0.05	\$44,291.05	\$1.00	\$885,821.00	\$0.09	\$79,723.89
400	B	913-94	D - SIDEWALK & SPECIALTY PAVING: Installation of concrete sidewalks in all lengths and widths. See plans, details and specifications for further information. (FOR REFERENCE ONLY. TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	SQFT	73000	\$2.75	\$200,750.00	\$4.00	\$292,000.00	\$2.79	\$203,670.00
401	B	913-94	D - SIDEWALK & SPECIALTY PAVING: Installation of specialty paving 12" X 18". See plans, specifications and details for further information. (FOR REFERENCE ONLY. TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	SQFT	795	\$5.50	\$4,372.50	\$4.00	\$3,180.00	\$7.00	\$5,565.00
402	B	913-94	D - SIDEWALK & SPECIALTY PAVING: Installation of specialty paving 6" X 12". See plans, specifications and details for further information. (FOR REFERENCE ONLY. TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	SQFT	398	\$5.50	\$2,189.00	\$4.00	\$1,592.00	\$7.00	\$2,786.00
403	B	913-94	D - SIDEWALK & SPECIALTY PAVING: Installation of specialty paving 4" X 8". See plans, specifications and details for further information. (FOR REFERENCE ONLY. TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	SQFT	727	\$5.50	\$3,998.50	\$4.00	\$2,908.00	\$7.00	\$5,089.00
500	B	914-38	E - ELECTRICAL SYSTEMS: Provide and install site electrical systems from AEP transformers inclusive of all site lighting, conduits, special runs as indicated on the drawings and in the specifications, complete in place. (FOR REFERENCE ONLY. TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LS	1	\$200,000.00	\$200,000.00	\$300,000.00	\$300,000.00	\$120,000.00	\$120,000.00
600	B	650-38	F - SITE FURNISHINGS: Provide and Install Park Benches. Refer to drawings and specifications for additional information. (FOR REFERENCE ONLY. TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	40	\$815.00	\$32,600.00	\$500.00	\$20,000.00	\$350.00	\$14,000.00
601	B	650-38	F - SITE FURNISHINGS: Provide and Install Drinking Fountains. Refer to drawings and specifications for additional information. (FOR REFERENCE ONLY. TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	2	\$1,000.00	\$2,000.00	\$4,000.00	\$8,000.00	\$6,500.00	\$13,000.00
602	B	650-38	F - SITE FURNISHINGS: Provide and Install Roller Coaster Bike Rack. Refer to drawings and specifications for additional information. (FOR REFERENCE ONLY. TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00

700	A	155-85	G - PART OF ADD ALTERNATE #1: Installation of 15 X 30 Shade Structures. Refer to plans and specifications for additional information. (FOR REFERENCE ONLY TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	15	\$6,000.00	\$90,000.00	\$4,000.00	\$60,000.00	\$6,520.00	\$97,800.00
800	A	155-85	G - PART OF ADD ALTERNATE #2: Provide and Install Sumari Shade Structure. Refer to plans and specifications for additional information. (FOR REFERENCE ONLY TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	EA	5	\$8,500.00	\$42,500.00	\$20,000.00	\$100,000.00	\$5,750.00	\$28,750.00
900	A	650-38	G - PART OF ADD ALTERNATE #3: Provide and Install Jupiter 1:1 Play Equipment including all curbing, sidewalks and resilient surfacing. Refer to plans and specification for additional information. (FOR REFERENCE ONLY TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LS	1	\$92,000.00	\$92,000.00	\$120,000.00	\$120,000.00	\$140,000.00	\$140,000.00
1000	A	650-38	G - PART OF ADD ALTERNATE #4: Provide and Install Lakeside Retaining Wall. Refer to plans and specifications for additional information. (FOR REFERENCE ONLY TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LS	1	\$115,000.00	\$115,000.00	\$75,000.00	\$75,000.00	\$85,000.00	\$85,000.00
1100	A	650-38	G - PART OF ADD ALTERNATE #5: ADD ALTERNATES: Provide and Install SUTU Interactive Sports Wall. Refer to plans and specifications for additional information. (FOR REFERENCE ONLY TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	LS	1	\$50,000.00	\$50,000.00	\$60,000.00	\$60,000.00	\$59,000.00	\$59,000.00
1200	A	913-94	G - PART OF ADD ALTERNATE #6: Installation of 5-1/2" unreinforced concrete (3,500 psi) (FOR REFERENCE ONLY TO BE USED FOR INCREASING OR DECREASING QUANTITIES)	SY	15091	\$52.00	\$784,732.00	\$5.00	\$75,455.00	\$28.00	\$422,548.00
GRAND TOTAL BASE BID & ALTERNATE BID AMOUNT						\$3,965,000	\$2,870,000	\$3,317,528			
NUMBER OF DAYS TO COMPLETE CONTRACT						180	180	180			
BID BOND						SUBMITTED	SUBMITTED	SUBMITTED			
ADDENDUM #1						ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED			
ADDENDUM #2						ACKNOWLEDGED	ACKNOWLEDGED	NOT ACKNOWLEDGED			
ADDENDUM #3						ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED			

*MARSHALL COMPANY - SUBMITTED A LATE BID. BID REC'D AT 4:05 P.M. - NON - RESPONSIVE

**RIGNEY CONSTRUCTION - ELECTRONIC BID SUBMITTED VIA E-BID. NO FORMAL SEALED BID RECEIVED. - NON - RESPONSIVE.

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
 UTILITY BOARD _____
 OTHER _____

AGENDA ITEM 3F
 DATE SUBMITTED 02-04-13
 MEETING DATE 02-11-13

1. Agenda Item: **Consideration of purchase of athletic field lights from the Texas Buy Board for four (4) softball fields at DeLeon North Soccer Complex.**

2. Party Making Request: PARKS AND RECREATION DEPARTMENT

3. Nature of Request: (Brief Overview) Attachments: X Yes ___ No
This item brings to the Commission a proposal to purchase athletic field lights from the Texas Buy Board for DeLeon North Soccer Complex and DeLeon Middle School Tennis Courts. Musco Lighting has become the leader in athletic field lighting They have developed a lighting system that cities and school districts can purchase and install themselves, thus eliminating the additional expense of general contractor and sub-contractors. Their lights carry a 25 year warranty that considers Life Cycle Costs, thus reducing the construction cost by about 25% and reduces life of use costs by about 65%. The department has successfully installed lighting at Jackson, McAuliffe, Municipal Park, DeLeon Soccer Complex and Los Encinos.

4. Policy Implication: LOCAL GOVERNMENT CODE

5. Budgeted: Yes ___ No X

Buy Board – Musco Lighting	\$770,000
Electrical Supplies	\$ 50,000
Total replacement cost for four (4) fields	\$820,000

Other department expense account will pay City expenses for the installation.

6. Alternate Option/Costs:
 a. We can bid the lights on the open market
 b. We can install the lights on the fields.

7. Routing:	<u> NAME/TITLE </u>	<u> INITIAL </u>	<u> DATE </u>	<u> CONCURRENCE </u>
a)	<u> S.Gavlik, Dir, Parks&Rec </u>	<u> SG </u>	<u> 02-04-11 </u>	<u> yes </u>
b)	<u> D.Melaas, Depty Director </u>	<u> DM </u>	<u> 02-04-11 </u>	<u> yes </u>
c)	<u> S. Zamora, Dir. Purchasing </u>	<u> </u>	<u> </u>	<u> </u>
d)	<u> B.Branham, Dep. City Manager </u>	<u> </u>	<u> </u>	<u> </u>

8. Staff Recommendation: **Staff recommends authorization to purchase Musco lights from the Buy Board for four (4) ballfields at Westside Park in the amount of \$770,000 and authorize an additional \$50,000 for electrical conduit and supplies.**


9. Advisory Board: : X Approved ___ Disapproved ___ None

10. City Attorney: IP Approved ___ Disapproved ___ None

11. Manager's Recommendation: CRP Approved ___ Disapproved ___ None

12. Action Taken: _____

MEMORANDUM
city of mcallen

To: MIKE R. PEREZ, CITY MANAGER
From: SALLY GAVLIK, DIRECTOR 
Subject: ATHLETIC FIELD LIGHTS FOR DELEON NORTH SOCCER COMPLEX
Date: FEBRUARY 4, 2013

COMMENT

Goal:
To approve the purchase of athletic field lights from the Texas Buy Board for lighting of soccer fields at DeLeon North Soccer Expansion.

Explanation:
The City of McAllen currently does not have enough sports facilities to fulfill the demand from local sports leagues. Not lighting these fields would create a void in field use for league play. This item brings to the Commission a proposal to purchase athletic field lights from the Texas Buy Board for DeLeon North Soccer Complex and DeLeon Middle School Tennis Courts.

Musco Lighting has become the leader in athletic field lighting. They have developed a lighting system that cities and school districts can purchase and install themselves, thus eliminating the additional expense of general contractor and sub-contractors. Their lights carry a 25 year warranty that considers Life Cycle Costs, thus reducing the construction cost by about 25% and reduces life of use costs by about 65%. The department has successfully installed lighting at Jackson, McAuliffe, Municipal Park, DeLeon Soccer Complex, Los Encinos Park and Westside Park.

Recommendation:
Staff recommends approval of purchase of Musco Sports field Lights through the Texas Buy Board for soccer field lighting at DeLeon North Soccer Complex and DeLeon Middle School Tennis Courts in the amount of \$770,000 and an additional funds of \$50,000 for electrical supplies.



**DeLeon Soccer Expansion
McAllen, TX
Date: January 31, 2013
To: Dave Melaas**

**Park/Rec & Field Lighting #364-10
Buy Board Vendor # 528**

Quotation Price

Musco's Light Structure Green™ as described below, delivered to the job site: \$820,000
Sales tax, if applicable, is not included as part of this quote.

US Soccer Foundation Grant -\$50,000

Equipment Description

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- 34 Pre-cast concrete bases
- 34 Galvanized steel poles
- UL Listed remote electrical component enclosures
- Pole length wire harness
- 265 Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 25 Footcandles for the Soccer Fields and 50 Footcandles for the Tennis Courts for 25 years
- One group re-lamp at the end of the lamps' rated life, 5000 hours for Fields 1-9
- Three group re-lamps at the end of the lamps' rated life, 20,000 hours for the 400W Security Fixtures
- Four group re-lamps at the end of the lamps' rated life, 5000 hours for the Tennis Courts
- Reduced energy consumption with an average of 414.5 kW per hour
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for onsite 480 voltage and 3 phase
- (2) Push Button Strobes for Tennis Courts
- (1) 400W Security Fixture per pole on S3, S6, S7, S16, S21 and S24 at 30' Above Grade Level

**Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.
Divulging technical or pricing information to competitive vendors will result in removal from the bid list.**

Payment Terms

Net 30 on remaining balance of \$770,000 plus any applicable sales tax.

US Soccer Foundation Grant –\$50,000 credit

Late payment will be subject to service charges of 1 ½% per month (18% APR).

Musco will make every effort to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Field size of 360' x 210" for (9) Soccer Fields
- Field size of (4) Courts 2 over 2 for Tennis Courts
- Structural code and wind speed = 2009 IBC, 110 MPH
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Tim Oordt

Phone 866/786-1847, ext 6343

Cell Phone 512-658-6884

Email: tim.oordt@musco.com

Fax 866/786-1842

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 3G
DATE SUBMITTED 02/04/13
MEETING DATE 02/11/13

1. Agenda Item: Approval of a buy board contract for the purchase and installation of fountains/splash pad at DeLeon North Soccer Complex with Kraftsman Commercial Playgrounds and Water Parks of Spring, Texas in the amount of \$299,981.17.

2. Party Making Request: Parks and Recreation Department

3. Nature of Request: (Brief Overview) Attachments: x Yes No
Commission approved the Master Plan for the construction of the DeLeon North Soccer Complex Expansion with an overall project budget of \$4,783,000.00. An element of the design were the fountains that extended through the grand promenade. Staff has solicited bids through the Texas Buy Board from Kraftsman Commercial Playgrounds and Water Parks of Spring, Texas in the amount of \$299,981.17.

4. Policy Implication: None

5. Budgeted Information: x Yes No N/A

Total Project Cost \$299,981.17
Account Number: 110-8702-466.66-63 CP1304

6. Alternate option/costs: To reduce the scope of the project or, not install the fountains.

Routing:	NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)	S. Gavlik, Director		2/11/13	<u> [Signature] </u>
b)	D. Melaas, Dpty Dir.		2/11/13	
c)	B. Branham, Dep. CM		2/11/13	

8. Staff Recommendation: Approved the contract with Kraftsman Commercial Playgrounds and Water Parks in the amount of \$299,981.17

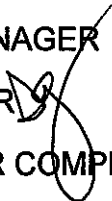
9. Advisory Board: X Approved Disapproved None

10. City Attorney: IP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

12. Action Taken: _____

MEMORANDUM

To: MIKE R. PEREZ, CITY MANAGER
From: SALLY GAVLIK, DIRECTOR 
Subject: DELEON NORTH SOCCER COMPLEX EXPANSION
Date: FEBRUARY 11, 2013

COMMENT

Goal:
To approve a buy board contract for the purchase and installation of fountains/splash pad at DeLeon North Soccer Complex with Kraftsman Commercial Playgrounds and Water Parks of Spring, Texas in the amount of \$299,981.17.

Discussion:
Commission approved the Master Plan for the construction of the DeLeon North Soccer Complex Expansion with an overall project budget of \$4,783,000.00. An element of the design were the fountains that extended through the grand promenade. Staff has solicited bids through the Texas Buy Board from Kraftsman Commercial Playgrounds and Water Parks of Spring, Texas in the amount of \$299,981.17.

Recommendation:
The Parks and Recreation Department recommends approval of a Texas Buy Board contract with Kraftsman Commercial Playgrounds and Water Parks in the amount of \$299,981.17



Kraftsman
 COMMERCIAL PLAYGROUNDS &
 WATER PARKS
 19535 Haude Road
 Spring TX 77388
 Phone: 281-353-9599
 Fax: 281-353-2265

Quote #Q45603-1

Page: 1

Date: 2/1/2013
 Project: 13808
 By: Ramon Garza

Sold To: McAllen, City of, Parks & Recreation Dept
 Dave Melaas
 De Leon North Soccer Complex SplashPark
 1000 S Ware Rd
 McAllen TX 78501
 Phone: 956-681-3333 Fax: 956-688-3300
 Terms: Percentage Completed Draws Monthly

Ship To: McAllen, City of, Parks & Recreation Dept
 Dave Melaas
 De Leon North Soccer Complex SplashPark
 4201 N. 29th St.
 Mc Allen TX 785
 Main Phone: 956-681-3333 Mobile Phone: 956-537-1571

Qty	Product	Description	Size	Weight	Color	Unit Price	Ext. Price
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		Equipment and Services Option 1 (lighting on 16 of 28 total jets)					
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		Based on Concept drawing PD -1.0.1.0 dated 7/30/2012					
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1	CPL-13103-1A	Custom UL Listed electronic control panel including NEMA-4X enclosure, power distribution, 14 VDC light circuits, LED control cards, power supply, single stage wind control, dynamic show controller, self-contained web-based playback controller, HOA switches, and labeled terminal strips for field connections.					0.00
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12	FIC-D-13103	Custom Fountain-in-a-Can™ with Dominator Jet™, adjustment valve; Stainless Steel Slotted Drain Type Gate w/Perimeter Drain, Stainless Steel Housing Assembly w/anchors, Pipe and Conduit connections; Stainless Steel Anchor Bolts with nuts and washers; Anchor Bolt Template; and Concrete Pour Cover.					0.00
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16	FIC-DL-13103	Custom Fountain-in-a-Can™ with Dominator Jet™, Lumen-360 LED Light Fixture, adjustment valve; Junction Box with potting compound, Stainless Steel Slotted Drain Type Gate w/Perimeter Drain, Stainless Steel Housing Assembly w/anchors, Pipe and Conduit connections; Stainless Steel Anchor Bolts with nuts and washers; Anchor Bolt Template; and Concrete Pour Cover.					0.00
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Quote #Q45603-1

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Date: 2/1/2013
 Project: 13808
 By: Ramon Garza

4	VMF-07P	Water distribution Manifold, Flanged 4" Stainless Steel Manifold for Valve Box Installation w/pressure gauge, drain valve, water hammer arrestor, pressure reducing valve, flanged inlet connection (8) discharge assemblies each with (1) true union ball valve and (1) 24VAC glass lined plastic solenoid valve with 15' cord. NOTE: Water pressure to the manifold must not exceed 50 psi. The installer must ensure this requirement is met.			0.00
4	WVB-3248	In-ground FRP valve box with 2-piece heavy-duty FRP lid, wiring channel, 2" conduit connection, and tamper-resistant stainless steel fasteners. For up to 12 discharge manifold By: Water Odyssey.	32" x48"		0.00
1		Subtotal of Fountain Features from Water Odyssey		241,623.00	241,623.00
1	DISCBB	Discount on BuyBoard Purchase BuyBoard Contract # 346-10		-72,486.00	-72,486.00
1	PRV3-IPS	3" Cast Bronze Pressure Reducing Valve, 25 - 75 psi, to 400 GPM, female iron pipe threaded ends	3"	71 lbs Bronze	4,944.00 4,944.00
1600	SPLASHDECK	Spray Play Pad, 5" thick concrete pad with slope to drains, rebar reinforced, light broom finished to help prevent the possibility of slippage (no coloring or top coat)	1 sqft		11.25 18,000.00
1	DESIGN SERVICES	Schematic drawing to illustrate piping, wiring and utility connections; Installation details for equipment list items; Specifications			4,500.00 4,500.00
1	OPERATION MANUALS	CD-ROM Operation and Maintenance Manuals			350.00 350.00
2	TRAIN 1	One day of technical support personnel on site to assist with balancing features, system start up, and 4 hours of staff training.			1,450.00 2,900.00
1	INSUR	Name customer as additional insured on insurance coverage			1,200.00 1,200.00
1	BOND	Performance and Payment bonds, and processing of bonding			8,999.00 8,999.00



Kraftsman

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Quote #Q45603-1

Page: 3

Date: 2/1/2013

Project: 13808

By: Ramon Garza

Subtotal: \$210,030.00

Shipping & Handling: \$2,910.67

Equipment Subtotal: \$212,940.67

Tax: \$0.00

Install: \$87,040.50

Total: \$299,981.17



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Quote #Q45603-1

Page: 4

Date:	2/1/2013
Project:	13808
By:	Ramon Garza

Notes

Subject: Buy Board**Date: 8/27/2012**

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts on Water Odyssey equipment.

Subject: Bonding**Date: 8/27/2012**

1. Completion, performance, and / or payment bonds are include.
2. No maintenance bonds are included. These are available upon request at additional cost for bonds and cost of processing

Subject: Building Permits & Engineering Stamps**Date: 8/27/2012**

1. Building permits are not included or provided.
 2. Engineer stamped plans are not included.
 3. Submittals and reviews for State of Texas ADA compliance and inspections are not included.
- Additional charges will apply if these services are provided and / or required for completion of the project.

Subject: Sales Tax**Date: 8/27/2012**

1. Site preparation, grading, and fill materials are not included. Site is to be within 1" of final grade by others.
2. Proper drainage of the area is to be included prior to start of construction by Kraftsman.
3. Preparation and submittal of SWPPP (Storm Water Pollution Prevention Plan) is not included.

Subject: Utilities**Date: 8/27/2012**

Customer is to plan, permit, and provide installation of utilities as follows (Kraftsman has not included costs for required improvements to utilities to support the SplashPark):

1. Electrical service panel and connection of 120v., 20 amp electrical service to Spray Pad Dynamic Sequence Controller.
2. Bonding of all features, steel rebar, and filtration equipment per code requirements.
3. City water meter with backflow preventer and water line connection to Spray Pad water distribution valve manifold. A 3" water line is to be provided (the minimum water supply to manifold is to be 350 GPM, with a minimum of 35 PSI)
4. Drain line to within 5' of edge of SplashDeck. Minimum of 8" size is to be provided. Kraftsman will connect drain boxes from pad to drain line at edge of pad.
4. Utility leads and required facility improvements are to be completed and ready for connection of new improvements prior to Kraftsman coming on site for construction of the SplashPark improvements.

Subject: Installation**Date: 8/27/2012**

Installation quoted includes:

1. Installation of SplashPark feature foundations, setting features, water supply piping to features from manifold (manifold is to be located within 50' of SplashDeck), connections between activators and controller, drain lines to edge of pad, per standard Kraftsman construction techniques.
2. Installation does not include concrete pad or surfacing unless individually listed as line item in proposal.



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS

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Quote #Q45603-1

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Date:	2/1/2013
Project:	13808
By:	Ramon Garza

Subject: Items Not Included

Date: 8/27/2012

1. Finish landscaping, sodding or seeding of disturbed areas.
2. Concrete lead walks or adjoining observation concrete deck areas. (unless noted as separate line item)
3. Shade systems or site amenities.
4. Site Signage for use, safety, or emergency notifications as needed or required.
6. Temporary security fence during construction.
7. Storm Water Pollution Controls for project site. (unless noted as separate line item)

Subject: Insurance Terms

Date: 8/27/2012

Kraftsman will supply a certificate of insurance verifying the limits of coverage and naming customer as additional insured. See terms page for details and charges for adding additional special coverage's if required.

Subject: Sales Tax

Date: 8/27/2012

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Subject: Project Completion

Date: 8/27/2012

Allow 4 to 8 weeks for preparation of plans, drawings, and submittals after acceptance of proposal.

Shipping date of equipment from factory will be approximately 6 to 10 weeks after approval of submittal documentation, provided that the following has been completed and approved by the customer:

1. Project product submittals reviewed, approved and returned.
2. Color selection sheet (signed and dated)
3. Physical project address
4. All contact names and phone numbers
5. Exemption certificate (if applicable)
6. Deposit per contract (if applicable)

Allow approximately 8 to 16 weeks for project completion upon delivery from manufacturer, weather permitting.

Shipping & Handling:



Kraftsman
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Quote #Q45603-1

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Date:	2/1/2013
Project:	13808
By:	Ramon Garza

Terms

Sold To: McAllen, City of, Parks & Recreation Dept
Terms: Percentage Completed Draws Monthly

Ship To: De Leon North Soccer Complex
 SplashPark

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications .
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
9. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
10. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
11. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted: _____
 Ramon Garza

Date: February 1, 2013

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature: _____

PO#: _____

Printed Name & Title : _____

Date of Acceptance: _____


Authorized Signature: _____

Printed Name & Title : _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

MEMORANDUM

To: MIKE R. PEREZ, CITY MANAGER
From: SALLY GAVLIK, DIRECTOR 
Subject: DELEON NORTH SOCCER COMPLEX EXPANSION
Date: FEBRUARY 11, 2013

COMMENT

Goal:

To approve a buy board contract for the purchase and installation of synthetic soccer/football field at DeLeon North Soccer Complex with Field Turf, a Tarkett Sports Company from Montreal, Canada for Field Turf Classic 57 in the amount of \$ 726,594.00.

Discussion:

Commission approved the Master Plan for the construction of the DeLeon North Soccer Complex Expansion with an overall project budget of \$4,783,000.00. An element of the design was the synthetic stadium field that will be used for both soccer and football. Staff has solicited bids through the Texas Buy Board from Field turf, a Tarkett Sports Company in the amount of \$726,594.00.

Recommendation:

The Parks and Recreation Department recommends approval of a Texas Buy Board contract with Field Turf, a Tarkett Sports Company, in the amount of \$726,594.00.



FieldTurf

A Tarkett Sports Company

January 18, 2013

PRICING PROPOSAL FOR CITY OF MCALLEN – DELEON SOCCER COMPLEX - TEXAS BUYBOARD PROPOSAL – CONTRACT #391-12

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled grass surface.

Field Name	De Leon North Soccer Expansion	
Turf System	FieldTurf Revolution FieldTurf Classic-57 FieldTurf XM-57 FieldTurf XT57	
Square Footage	Approx. 93,600sf	
Field Markings	Football and Soccer	
Price	FieldTurf Revolution	\$ 736,594.00
	FieldTurf Classic-57	\$ 726,594.00
	FieldTurf XM-57	\$ 712,059.00
	FieldTurf XT57	\$ 702,368.00

Product Details

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf systems, with the following product characteristics:

REVOLUTION:

Pile Height: 2.25 inches
Infill Weight: 8.4 lbs / ft²

Pile Weight: 36oz / sqy
Total System Weight: 1,266 oz / sqy

CLASSIC-57:

Pile Height: 2.25 Inches
Infill Weight: 8 lbs/sq.ft.

Pile Weight: 33 oz./sq.yd.
Total System Weight: 1263 oz./sq.yd.

XM57:

Pile Height: 2.25 inches
Infill Weight: 6.0 lbs / ft²

Pile Weight: 33oz / sqy
Total System Weight: 916 oz / sqy



FieldTurf

A Tarkett Sports Company

XT57:

Pile Height:	2.25 inches	Pile Weight:	33oz / sqy
Infill Weight:	6.0 lbs / ft2	Total System Weight:	916 oz / sqy

The FieldTurf Quality Guarantee

To achieve unmatched quality and level of performance, we have invested heavily in modernizing our plants with the latest fiber manufacturing, coating and tufting technologies along with top manufacturing talent, and specialized installation equipment. Our dedicated CAD-based design department supports customization for each client, and our experts ensure timely delivery and installation on every project.

The world leader in artificial turf innovation is ISO 9001, ISO 14001 and OHSAS 18001 certified for its leadership in quality, environment and safety management systems. FieldTurf's Calhoun facility represents the only artificial turf manufacturing operation in North America to have received these ISO certifications.

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

Price Includes:

- a) Mobilization, supervision and layout of our work.
- b) Excavation and shape as required to achieve required subgrade elevations
- c) Import, place and compact 12" of select fill
- d) Form and pour new concrete perimeter curbs at field perimeter
- e) Furnish and install new 2" x 4" treated wood turf nailer
- f) Furnish and install 20 mil. impermeable liner
- g) Furnish and install perimeter drainage system -12" perf. HDPE & fittings extended to within 10ft outside limits of FieldTurf
- h) Stone Profile (4.5" of ¾" Base Stone and 1.5" of 3/8" Finish Stone)
- i) Site restoration
- j) Laser grade and compact final grades
- k) One year warranty on civil work
- l) Installation of the artificial in-filled grass surface upon an existing suitable base;
- m) Buy Board Fees
- n) Performance and Payment Bond fees
- o) An 8 Year third party insured manufacturer warranty on the artificial grass surface
- p) A Parker field sweeper and a GroomRight field groomer
- q) Installation of inlaid football markings
- r) Installation of inlaid soccer markings
- s) The price is subject to an increase without notice in the event that there is an increase in raw materials, freight, or direct expenses in manufacturing or installing the grass surface



FieldTurf

A Tarkett Sports Company

Price does not include:

- a) Unless otherwise specified, does not include any G-max testing of the finished FieldTurf playing surfaces.
- b) The supply of manholes or clean-outs or grates, or supply of the manhole covers that are not required within the limits of proposed FieldTurf; and downstream treatment structures that may be deemed necessary upon SWP3 Engineering reviews and approvals.
- c) Irrigation and layout.
- d) Electrical work.
- e) Repair of any un-marked utilities excluded.
- f) Relocation, removal or repairs of existing utilities that are un-marked.
- g) Testing by others.
- h) Site security
- i) Asphalt paving
- j) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits or communication feeds within the field of play
- k) Design services and construction documentation, including, but not limited to: conceptual drawings/preliminary design; construction drawings; storm water management; submittal reviews and processing; architectural/engineering inspections; soil borings; professional survey; and as-built drawings.
- l) All applicable taxes, union labor or other labor law levies.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The price of the base preparation is subject to increase in the event FieldTurf encounters any of the following site conditions: soil contamination; bedrock; unknown utilities; underground springs; unstable or unsuitable ground; and any concealed or unknown conditions.

Please feel free to reach out to any member of our project team with questions about our offer:

Lisa Nettles
Project Administrator
PH: 512.778.9447
lnettles@fieldturf.com

Vince Sebo
Regional Sales Manager
PH: 832.370.7104
Vince.Sebo@fieldturf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per:

Charles Cook – VP of Construction and Installation
FieldTurf USA, Inc.



FieldTurf

A Tarkett Sports Company

Conditions

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;
- b) Final payment shall be upon the substantial completion of FieldTurf's obligations;
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 1.5% per month (19.56% per annum);
- d) FieldTurf requires a minimum of 21 days after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under a typical field size and scenario, FieldTurf further requires approximately 75 days unencumbered access to the field to complete the field, subject to weather, other delays beyond the control of FieldTurf and *force majeure*.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) FieldTurf shall be accountable for its negligence but shall not be bound by any penalty clauses.
- h) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- i) All colors are to be chosen from FieldTurf's standard colors.

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 3I
DATE SUBMITTED 02/04/13
MEETING DATE 02/11/13

1. Agenda Item: Approval a contract with Hurricane Fence Company of Harlingen, Texas for the construction of fencing at Municipal Park in the amount of \$48,992.00

2. Party Making Request: Parks and Recreation Department

3. Nature of Request: (Brief Overview) Attachments: x Yes No
The Parks and Recreation Department solicited bids for the installation of new fencing at Municipal Park. Seven bids were received. Hurricane Fence Company of Harlingen, Texas was the lowest responsible responsive bidder with a total bid of \$48,992.00. Commission had also requested an alternate bid to substitute Designmaster Fencing with Wrought Iron Fencing along the south side of the park. Should Commission decide to accept the alternate, the new contract price would be \$91,473.00

4. Policy Implication: None

5. Budgeted Information: x Yes No N/A

Construction Cost	Base Bid	\$48,992.00
	Alternate	\$91,473.00
Budgeted Account Number:	300-8708-466.66-30 CP1304	\$60,000.00

6. Alternate option/costs: To reduce the scope of the project or not award the project.

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	<u>S. Gavlik, Director</u>		<u>2/11/13</u>	<u>yes</u>
b)	<u>D. Melaas, Dpty Dir.</u>		<u>2/11/13</u>	
c)	<u>B. Branham, Dep. CM</u>		<u>2/11/13</u>	

8. Staff Recommendation: The Parks and Recreation Department recommends approval of a contract with Hurricane Fence Company with the total amount to be decided by Commission for either the base bid or the alternate..

9. Advisory Board: X Approved Disapproved None

10. City Attorney: IP Approved Disapproved None


11. Manager's Recommendation: MRP Approved Disapproved None

12. Action Taken: _____

MEMORANDUM

city of mcallen

RECREATION

To: MIKE R. PEREZ, CITY MANAGER
From: SALLY GAVLIK, DIRECTOR 
Subject: DELEON NORTH SOCCER COMPLEX
Date: FEBRUARY 4, 2013

COMMENT

Goal:

To approval a contract with Hurricane Fence Company of Harlingen, Texas for the construction of fencing at Municipal Park in the amount of \$48,992.00

Discussion:

The Parks and Recreation Department solicited bids for the installation of new fencing at Municipal Park. Seven bids were received. Hurricane Fence Company of Harlingen, Texas was the lowest responsible responsive bidder with a total bid of \$48,992.00. Commission had also requested an alternate bid to substitute Designmaster Fencing with Wrought Iron Fencing along the south side of the park. Should Commission decide to accept the alternate, the new contract price would be \$91,473.00

Recommendation:

The Parks and Recreation Department recommends approval of a contract with Hurricane Fence Company with the total amount to be decided by Commission for either the base bid or the alternate.

From: Sandra Zamora [szamora@mcallen.net]
Sent: Friday, January 25, 2013 11:32 AM
To: David P. Melaas
Cc: Sally Gavlik; Kevin D. Pagan; Mike R. Perez
Subject: Project No. 01-13-C08-178 Fencing at Municipal Park

Dave,
I have not been able to get a hold of Mr. Horacio Garcia, owner of Garcia Fence Co....please talk to Sally and have her visit with Kevin...maybe we should recommend award to the Low Bidder for the Alternate requesting CM authorization to move to the 2nd low bidder if the LB fails to execute contracts defaulting their bid bond. I can try contacting them by email...but that would lead to them possibly offering to withdraw their bid and I don't think we would be able to draw on their bid bond at that point.

<u>Number</u>	<u>Internal Ref. Number</u>	<u>Type</u>	<u>Description</u>	<u>Unit Of Measure</u>	<u>Quantity</u>	<u>HURRICANE FENCE COMPANY.HUFCO IND INC DBA</u>	<u>CENTRAL FENCE AND SUPPLY CO</u>
1	988-15	BASE	BASE BID: DEMOLITION AND REMOVAL OF 6' 0" CHAIN LINK FENCING AND 8' 0" VINYL COATED CHAIN LINK FENCING; AND THE INSTALLATION OF 6'0" DESIGN MASTER FENCING, AS INDICATED ON THE DRAWINGS AND SPECIFICATIONS, COMPLETE IN PLACE	LS	1.0000	\$48,992.00	\$53,939.00
2	988-15	ADD	ALTERNATE NO. 1: TO INCLUDE 8' 0" CHAINLINK FENCE AND SUBSTITUTION OF 6' 0" DESIGN MASTER FENCING WITH 7' 0" WROUGHT IRON FENCING AS INDICATED IN THE DRAWINGS AND SPECIFICATIONS, COMPLETE IN PLACE.	LS	1.0000	\$91,473.00	\$93,186.00



**SANDRA ZAMORA, CPM, DIRECTOR
PURCHASING & CONTRACTING**

GARCIA FENCE CO.
P.O. Box 3076
Harlingen, Texas 78551

Fax: (956) 230-0183
PH: (832)722-8902

JANUARY 30, 2013

ATTN: CITY OF MCALLEN

ATTN: Sandra Zamora

REF: Fencing Municipal Park(project # 01-13-C08-178) PH- (956) 681-1130

Mrs. Zamora,

In regards to our meeting on 1-28-2013 we request our bid on the above referenced project be withdrawn. As I explained at the meeting, I interpreted the alternate number one to be an add on alternate to the base bid, which would have made our base bid \$ 62,886.00 dollars and the alternate no. 1 add to base bid \$ 42,000.00 for a total bid including the alternate no. 1 of 104,886.00 dollars. I am sorry for any inconvenience this may have caused and if there is anything else I can do please let me know.

Sincerely,



Horacio Garcia
Garcia Fence Co.

PARKS &


RECREATION

interoffice

MEMORANDUM

city of mcallen

To: MIKE R. PEREZ, CITY MANAGER

From: SALLY GAVLIK, DIRECTOR 

Subject: WILSON ELEMENTARY PAVILION

Date: FEBRUARY 4, 2013

COMMENT

The Wilson Elementary School does not have a pavilion on campus. McAllen Independent School District would like to see the school have access to an outdoor pavilion for activities. The pavilion will be available for school use during normal school hours and will be fenced to insure the safety of the children.

The City through an Interlocal Agreement with the McAllen School District will be contributing \$75,000 for the construction of the facility. This will allow for the pavilion to be open to the general public during non-school hours.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MCALLEN AND
THE MCALLEN INDEPENDENT SCHOOL DISTRICT**

STATE OF TEXAS
COUNTY OF HIDALGO

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WHEREAS, the McAllen Independent School District (hereinafter referred to as “District”) currently owns the Wilson Elementary School campus, (hereinafter referred to as the “Campus”); and

WHEREAS, after consultation with the Campus Parent Teacher Organization (hereinafter referred to as “PTO”), the District has determined that the Campus does not have a gymnasium or significant playground area for the Campus students’ physical education and recreational activities; and

WHEREAS, the District desires to construct a pavilion and other related facilities which may include lighting and fencing (hereinafter referred to as “Facilities”) for use by the Campus’ students and proposes to expend \$75,000 towards construction costs of the facilities; and

WHEREAS, the site of the proposed Facilities (hereinafter referred to as “Parcel”) is located on Campus property and is more particularly described and illustrated in the attached Exhibit “A”; and

WHEREAS, the City desires to have the Facilities available for use by the citizens of the City and additionally desires to contribute \$75,000 towards the construction costs for the Facilities; and

WHEREAS, the City and the District have determined that it is in the best interests of the parties for the Facilities to be constructed on the Parcel and to make the Facilities

available to the District during normal school hours and to the citizens of the City during non-school hours; and

WHEREAS, the City has available General Revenue Funds finds which may be used for the construction of the Facilities; and

WHEREAS, the City and the District have the authority to enter into this agreement pursuant to the provisions of the Intergovernmental Corporation Act, Texas Government Code, Section 791.001 et seq.

NOW, THEREFORE, in consideration of the foregoing and the following, the City and the District hereby agree as follows:

**ARTICLE I
DEVELOPMENT OF PARCEL**

1-1. The District hereby designates Wilson Elementary School Campus as being a facility development Campus under the terms and conditions of this Agreement. The specific Parcel to be utilized for the purposes of construction of the Facilities is described in Exhibit "A".

1-2. The District shall prepare plans and specifications for the type of Facilities being installed in the Parcel for review and approval by the City. The plans and specifications shall show approximate locations, the types of equipment for the Facilities along with any other appurtenant improvements such as fencing, lighting, etc. The City shall review the plans and specifications for approval or comments within sixty (60) days from the date of receipt, thereof. The District shall incorporate all reasonable changes requested by the City relating to the Facilities.

1-3. Prior to the construction of the Facilities, the City should certify to the

District that the City has inspected the Parcel and is familiar with its present condition and agrees to accept the Parcel in such condition at the commencement of the construction of the Facilities.

1-4. The City agrees to contribute \$75,000 towards the construction of the Facilities. Said contribution shall be in the form of a reimbursement to the District with thirty (30) days of completion of the Facilities.

1-5. The District agrees to complete the construction of the Facilities within one year of the effective date of this Agreement.

ARTICLE II

EFFECTIVE DATE OF TERMINATION

2-1. The effective date of this agreement is February 11, 2013.

2-2. This Agreement shall terminate upon the earlier of:

- (i) The mutual agreement of the District and the City, or
- (ii) Upon the District's sale of the whole premises of the Campus, or
- (iii) Upon the District's sale of property including the Parcel located within the Campus' property, but not constituting the whole campus, provided the City shall be given the right of first refusal to purchase such property under the same terms and conditions of the proposed sale by the District, which such exercise of the right of purchase shall be made by City within sixty (60) days after notice of same from the District to the City.
- (iv) Upon a material breach hereof as otherwise provided herein, or;
- (v) Upon an event of non-finding of an obligation by either party as hereinafter provided.

(vi) The thirtieth anniversary of the effective date of this agreement.

ARTICLE III USE AND MAINTENANCE OF FACILITIES

3-1. The District agrees that the general public may utilize the Parcel and Facilities during non-school hours. During school hours the District shall have exclusive use and control over the Facilities. The District shall have authority to enforce the District's security policies on the Parcel at any time. The City and the District may mutually agree that the Facilities will be open to the general public until 11 p.m. every day, seven days a week.

3-2. During non-school hours, the City may, during the term of the Agreement, offer programs such as recreational, cultural and other types of programs including the general use by the public of the Facilities for the purposes for which they are intended.

3-3. Neither the City nor the District shall make or permit any use of the Facilities which violate any applicable statutes, ordinances, regulations or any other requirements of any government authority having jurisdiction or which constitutes a nuisance, either public or private.

3-4. The District shall provide all other adequate maintenance services for the Facilities. The District's maintenance requirements shall include, but not be limited to, garbage and trash pick-up and keeping the Facilities and all associated equipment in a safe condition and replacing equipment and repairing the Facilities as necessary in accordance with recognized standards of care. The District shall pay for water, light and power and other utilities and services that apply to the Facilities.

ARTICLE IV INDEMNIFICATION

4-1. To the extent permitted by law, the City shall indemnify and hold harmless the District of its officers, agents and employees and its Board Members, individually and

collectively, from and against all claims and demands of third persons, including, without limitation, employees and agents of the District, arising from the City's or its invitees or licensees use of the Facilities or from the conduct of the City's programs or from any activity or things done, committed or suffered by the City in or about the Facilities and the City shall indemnify and hold harmless the District and the officers, agents and employees of the District and its Board Members, individually and collectively, against all claims arising from any breach or default in a performance of any obligation on the City's part to be performed under the terms of this Agreement, arising from any negligence or omission or on wanton misconduct of the City or any of the City's agents, contractors, employees, invitees or guests.

4-2. To the extent allowed by law, the District shall indemnify and hold harmless the City and its officers, agents and employees and the City Commission members individually and collectively from any and all claims and demands by third parties, including, without limitations, employees and agents of the District arising from the District's use of the Facilities during the time of the District's exclusive right to use the Parcel or Facilities as provided for in this Agreement.

ARTICLE V GENERAL CONDITIONS

5-1. The City and the District hereby agree that each party paying for the performance of the governmental function of services as a part of this Agreement must make those payments from current revenues available to the paying party. Should the City or District, after making reasonable efforts to find any obligation hereunder, fail to appropriate finding required to meet such obligation then the other party at its sole remedy may waive the performance of the non-funding entity or terminate this agreement upon giving notice of such remedy as otherwise provided herein.

5-2. 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. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceable shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained, herein.

5-3. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Should any party be in breach hereof then the non breaching party shall give sixty (60) days notice of such breach and the breaching party shall have such sixty (60) days to cure the breach before the non-breaching party may terminate this Agreement or take any other action to enforce the provisions hereof.

5-4. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained, herein.

5-5. In the event the District or the City breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

5-6. Neither the District nor the City shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or

prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of the District or the City, and which by the exercise of due diligence the District or the City is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be executed by their authorized officers effective as of the _____ day of _____, 2013.

MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Hilda Garza-DeShazo, Board President

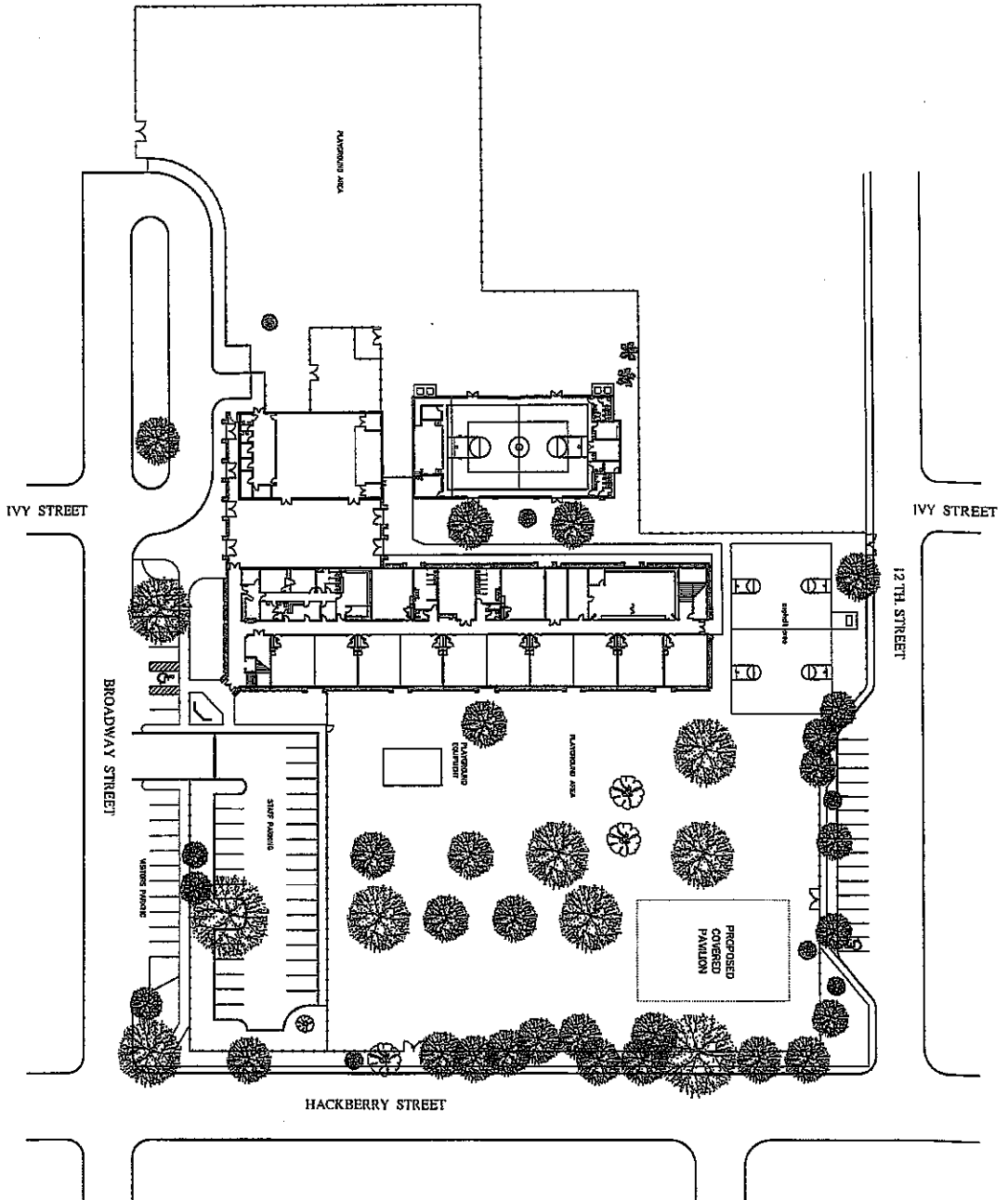
CITY OF MCALLEN

By: _____
Mike R. Perez, City Manager

Approved as to form:

Kevin D. Pagan, City Attorney

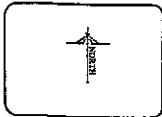
EXISTING SITE PLAN
SCALE: 1" = 30'



PROJECT NAME
W. WILSON ELEMENTARY
1200 N. HACKBERRY
McALLEN, TEXAS
DRAWING NAME
EXISTING SITE PLAN

McALLEN
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DATE	BY	REVISIONS



PARKS &


RECREATION

interoffice

MEMORANDUM

city of mcallen

To: MIKE R. PEREZ, CITY MANAGER

From: SALLY GAVLIK, DIRECTOR 

Subject: SANCHEZ ELEMENTARY PAVILION

Date: FEBRUARY 4, 2013

COMMENT

The Sanchez Elementary School does not have a pavilion on campus. McAllen Independent School District would like to see the school have access to an outdoor pavilion for activities. The pavilion will be available for school use during normal school hours and will be fenced to insure the safety of the children.

The City through an Interlocal Agreement with the McAllen School District will be contributing \$75,000 for the construction of the facility. This will allow for the pavilion to be open to the general public during non-school hours.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MCALLEN AND
THE MCALLEN INDEPENDENT SCHOOL DISTRICT**

STATE OF TEXAS
COUNTY OF HIDALGO

§

WHEREAS, the McAllen Independent School District (hereinafter referred to as “District”) currently owns the Sanchez Elementary School campus, (hereinafter referred to as the “Campus”); and

WHEREAS, after consultation with the Campus Parent Teacher Organization (hereinafter referred to as “PTO”), the District has determined that the Campus does not have a gymnasium or significant playground area for the Campus students’ physical education and recreational activities; and

WHEREAS, the District desires to construct a pavilion and other related facilities which may include lighting and fencing (hereinafter referred to as “Facilities”) for use by the Campus’ students and proposes to expend \$75,000 towards construction costs of the facilities; and

WHEREAS, the site of the proposed Facilities (hereinafter referred to as “Parcel”) is located on Campus property and is more particularly described and illustrated in the attached Exhibit “A”; and

WHEREAS, the City desires to have the Facilities available for use by the citizens of the City and additionally desires to contribute \$75,000 towards the construction costs for the Facilities; and

WHEREAS, the City and the District have determined that it is in the best interests of the parties for the Facilities to be constructed on the Parcel and to make the Facilities

available to the District during normal school hours and to the citizens of the City during non-school hours; and

WHEREAS, the City has available General Revenue Funds finds which may be used for the construction of the Facilities; and

WHEREAS, the City and the District have the authority to enter into this agreement pursuant to the provisions of the Intergovernmental Corporation Act, Texas Government Code, Section 791.001 et seq.

NOW, THEREFORE, in consideration of the foregoing and the following, the City and the District hereby agree as follows:

ARTICLE I DEVELOPMENT OF PARCEL

1-1. The District hereby designates Sanchez Elementary School Campus as being a facility development Campus under the terms and conditions of this Agreement. The specific Parcel to be utilized for the purposes of construction of the Facilities is described in Exhibit "A".

1-2. The District shall prepare plans and specifications for the type of Facilities being installed in the Parcel for review and approval by the City. The plans and specifications shall show approximate locations, the types of equipment for the Facilities along with any other appurtenant improvements such as fencing, lighting, etc. The City shall review the plans and specifications for approval or comments within sixty (60) days from the date of receipt, thereof. The District shall incorporate all reasonable changes requested by the City relating to the Facilities.

1-3. Prior to the construction of the Facilities, the City should certify to the

District that the City has inspected the Parcel and is familiar with its present condition and agrees to accept the Parcel in such condition at the commencement of the construction of the Facilities.

1-4. The City agrees to contribute \$75,000 towards the construction of the Facilities. Said contribution shall be in the form of a reimbursement to the District with thirty (30) days of completion of the Facilities.

1-5. The District agrees to complete the construction of the Facilities within one year of the effective date of this Agreement.

ARTICLE II EFFECTIVE DATE OF TERMINATION

2-1. The effective date of this agreement is February 11, 2013.

2-2. This Agreement shall terminate upon the earlier of:

- (i) The mutual agreement of the District and the City, or
- (ii) Upon the District's sale of the whole premises of the Campus, or
- (iii) Upon the District's sale of property including the Parcel located within the Campus' property, but not constituting the whole campus, provided the City shall be given the right of first refusal to purchase such property under the same terms and conditions of the proposed sale by the District, which such exercise of the right of purchase shall be made by City within sixty (60) days after notice of same from the District to the City.
- (iv) Upon a material breach hereof as otherwise provided herein, or;
- (v) Upon an event of non-finding of an obligation by either party as hereinafter provided.

(vi) The thirtieth anniversary of the effective date of this agreement.

ARTICLE III USE AND MAINTENANCE OF FACILITIES

3-1. The District agrees that the general public may utilize the Parcel and Facilities during non-school hours. During school hours the District shall have exclusive use and control over the Facilities. The District shall have authority to enforce the District's security policies on the Parcel at any time. The City and the District may mutually agree that the Facilities will be open to the general public until 11 p.m. every day, seven days a week.

3-2. During non-school hours, the City may, during the term of the Agreement, offer programs such as recreational, cultural and other types of programs including the general use by the public of the Facilities for the purposes for which they are intended.

3-3. Neither the City nor the District shall make or permit any use of the Facilities which violate any applicable statutes, ordinances, regulations or any other requirements of any government authority having jurisdiction or which constitutes a nuisance, either public or private.

3-4. The District shall provide all other adequate maintenance services for the Facilities. The District's maintenance requirements shall include, but not be limited to, garbage and trash pick-up and keeping the Facilities and all associated equipment in a safe condition and replacing equipment and repairing the Facilities as necessary in accordance with recognized standards of care. The District shall pay for water, light and power and other utilities and services that apply to the Facilities.

ARTICLE IV INDEMNIFICATION

4-1. To the extent permitted by law, the City shall indemnify and hold harmless the District of its officers, agents and employees and its Board Members, individually and

collectively, from and against all claims and demands of third persons, including, without limitation, employees and agents of the District, arising from the City's or its invitees or licensees use of the Facilities or from the conduct of the City's programs or from any activity or things done, committed or suffered by the City in or about the Facilities and the City shall indemnify and hold harmless the District and the officers, agents and employees of the District and its Board Members, individually and collectively, against all claims arising from any breach or default in a performance of any obligation on the City's part to be performed under the terms of this Agreement, arising from any negligence or omission or on wanton misconduct of the City or any of the City's agents, contractors, employees, invitees or guests.

4-2. To the extent allowed by law, the District shall indemnify and hold harmless the City and its officers, agents and employees and the City Commission members individually and collectively from any and all claims and demands by third parties, including, without limitations, employees and agents of the District arising from the District's use of the Facilities during the time of the District's exclusive right to use the Parcel or Facilities as provided for in this Agreement.

ARTICLE V GENERAL CONDITIONS

5-1. The City and the District hereby agree that each party paying for the performance of the governmental function of services as a part of this Agreement must make those payments from current revenues available to the paying party. Should the City or District, after making reasonable efforts to find any obligation hereunder, fail to appropriate finding required to meet such obligation then the other party at its sole remedy may waive the performance of the non-funding entity or terminate this agreement upon giving notice of such remedy as otherwise provided herein.

5-2. 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. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceable shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained, herein.

5-3. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Should any party be in breach hereof then the non breaching party shall give sixty (60) days notice of such breach and the breaching party shall have such sixty (60) days to cure the breach before the non-breaching party may terminate this Agreement or take any other action to enforce the provisions hereof.

5-4. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained, herein.

5-5. In the event the District or the City breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

5-6. Neither the District nor the City shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or

prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of the District or the City, and which by the exercise of due diligence the District or the City is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be executed by their authorized officers effective as of the _____ day of _____, 2013.

MCALLEN INDEPENDENT SCHOOL DISTRICT

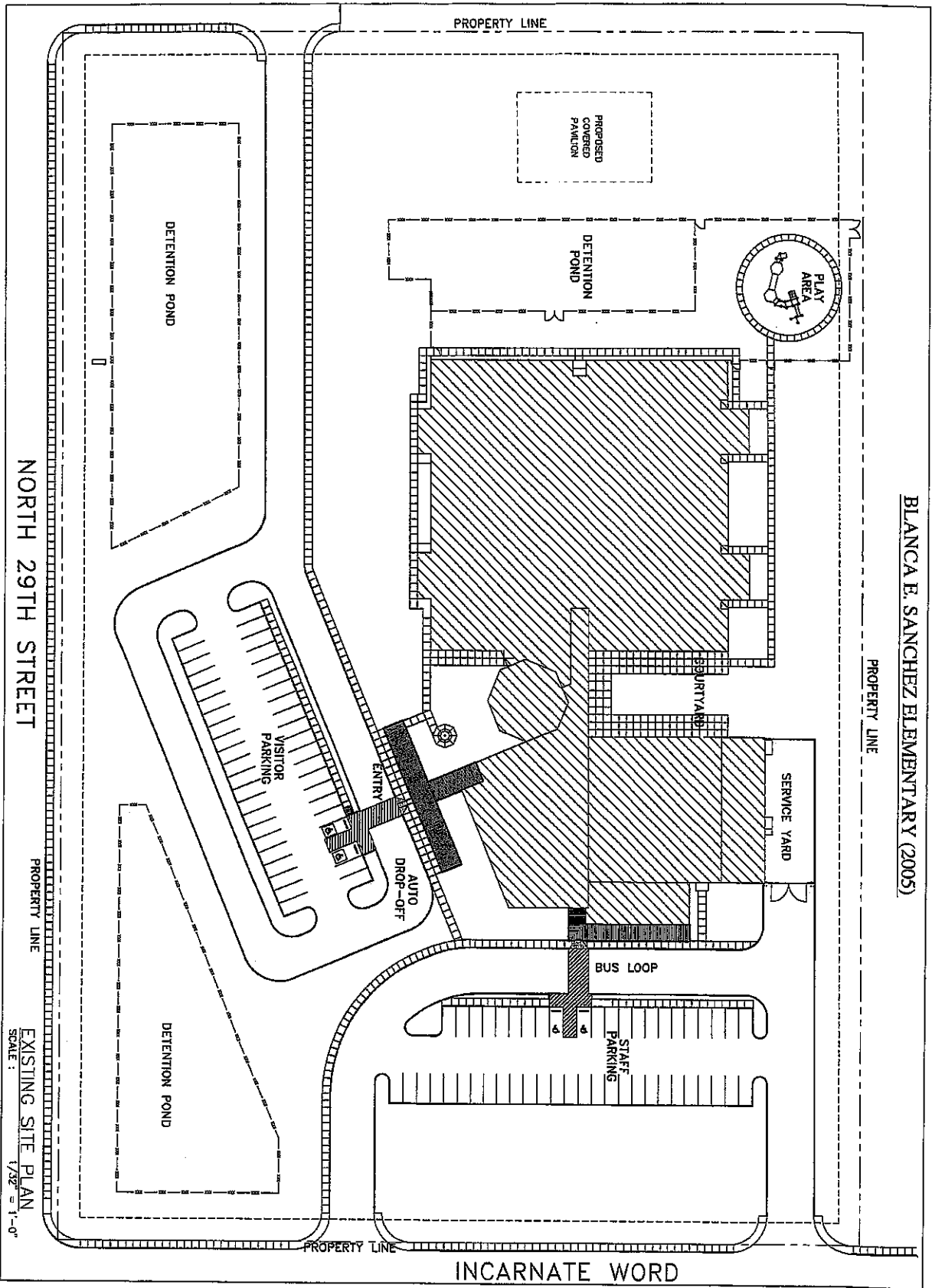
By: _____
Hilda Garza-DeShazo, Board President

CITY OF MCALLEN

By: _____
Mike R. Perez, City Manager

Approved as to form:

Kevin D. Pagan, City Attorney



BLANCA E. SANCHEZ ELEMENTARY (2005)

NORTH 29TH STREET

PROPERTY LINE

EXISTING SITE PLAN
SCALE: 1/32" = 1'-0"

PROPERTY LINE
INCARNATE WORD

SHEET NO.
A-2

PROJECT NAME:
BLANCA E. SANCHEZ ELEM.
2901 INCARNATE WORD STREET
McALLEN, TEXAS
DRAWING NAME:
EXISTING SITE PLAN



DESIGN BY	DRAWN BY	SCALE: (as shown)	DATE DRAWN
REVISIONS			
NO.	DATE	DESCRIPTION	



PARKS &


RECREATION

interoffice

MEMORANDUM

city of mcallen

To: MIKE R. PEREZ, CITY MANAGER

From: SALLY GAVLIK, DIRECTOR 

Subject: CASTANEDA ELEMENTARY PAVILION

Date: FEBRUARY 4, 2013

COMMENT

The Castaneda Elementary School does not have a pavilion on campus. McAllen Independent School District would like to see the school have access to an outdoor pavilion for activities. The pavilion will be available for school use during normal school hours and will be fenced to insure the safety of the children.

The City through an Interlocal Agreement with the McAllen School District will be contributing \$75,000 for the construction of the facility. This will allow for the pavilion to be open to the general public during non-school hours.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MCALLEN AND
THE MCALLEN INDEPENDENT SCHOOL DISTRICT**

STATE OF TEXAS
COUNTY OF HIDALGO

§

WHEREAS, the McAllen Independent School District (hereinafter referred to as “District”) currently owns the Castaneda Elementary School campus, (hereinafter referred to as the “Campus”); and

WHEREAS, after consultation with the Campus Parent Teacher Organization (hereinafter referred to as “PTO”), the District has determined that the Campus does not have a gymnasium or significant playground area for the Campus students’ physical education and recreational activities; and

WHEREAS, the District desires to construct a pavilion and other related facilities which may include lighting and fencing (hereinafter referred to as “Facilities”) for use by the Campus’ students and proposes to expend \$75,000 towards construction costs of the facilities; and

WHEREAS, the site of the proposed Facilities (hereinafter referred to as “Parcel”) is located on Campus property and is more particularly described and illustrated in the attached Exhibit “A”; and

WHEREAS, the City desires to have the Facilities available for use by the citizens of the City and additionally desires to contribute \$75,000 towards the construction costs for the Facilities; and

WHEREAS, the City and the District have determined that it is in the best interests of the parties for the Facilities to be constructed on the Parcel and to make the Facilities

available to the District during normal school hours and to the citizens of the City during non-school hours; and

WHEREAS, the City has available General Revenue Funds which may be used for the construction of the Facilities; and

WHEREAS, the City and the District have the authority to enter into this agreement pursuant to the provisions of the Intergovernmental Corporation Act, Texas Government Code, Section 791.001 et seq.

NOW, THEREFORE, in consideration of the foregoing and the following, the City and the District hereby agree as follows:

**ARTICLE I
DEVELOPMENT OF PARCEL**

1-1. The District hereby designates Castaneda Elementary School Campus as being a facility development Campus under the terms and conditions of this Agreement. The specific Parcel to be utilized for the purposes of construction of the Facilities is described in Exhibit "A".

1-2. The District shall prepare plans and specifications for the type of Facilities being installed in the Parcel for review and approval by the City. The plans and specifications shall show approximate locations, the types of equipment for the Facilities along with any other appurtenant improvements such as fencing, lighting, etc. The City shall review the plans and specifications for approval or comments within sixty (60) days from the date of receipt, thereof. The District shall incorporate all reasonable changes requested by the City relating to the Facilities.

1-3. Prior to the construction of the Facilities, the City should certify to the

District that the City has inspected the Parcel and is familiar with its present condition and agrees to accept the Parcel in such condition at the commencement of the construction of the Facilities.

1-4. The City agrees to contribute \$75,000 towards the construction of the Facilities. Said contribution shall be in the form of a reimbursement to the District within thirty (30) days of completion of the Facilities.

1-5. The District agrees to complete the construction of the Facilities within one year of the effective date of this Agreement.

ARTICLE II EFFECTIVE DATE OF TERMINATION

2-1. The effective date of this agreement is February 11, 2013.

2-2. This Agreement shall terminate upon the earlier of:

- (i) The mutual agreement of the District and the City, or
- (ii) Upon the District's sale of the whole premises of the Campus, or
- (iii) Upon the District's sale of property including the Parcel located within the Campus' property, but not constituting the whole campus, provided the City shall be given the right of first refusal to purchase such property under the same terms and conditions of the proposed sale by the District, which such exercise of the right of purchase shall be made by City within sixty (60) days after notice of same from the District to the City.
- (iv) Upon a material breach hereof as otherwise provided herein, or;
- (v) Upon an event of non-finding of an obligation by either party as hereinafter provided.

(vi) The thirtieth anniversary of the effective date of this agreement.

ARTICLE III USE AND MAINTENANCE OF FACILITIES

3-1. The District agrees that the general public may utilize the Parcel and Facilities during non-school hours. During school hours the District shall have exclusive use and control over the Facilities. The District shall have authority to enforce the District's security policies on the Parcel at any time. The City and the District may mutually agree that the Facilities will be open to the general public until 11 p.m. every day, seven days a week.

3-2. During non-school hours, the City may, during the term of the Agreement, offer programs such as recreational, cultural and other types of programs including the general use by the public of the Facilities for the purposes for which they are intended.

3-3. Neither the City nor the District shall make or permit any use of the Facilities which violate any applicable statutes, ordinances, regulations or any other requirements of any government authority having jurisdiction or which constitutes a nuisance, either public or private.

3-4. The District shall provide all other adequate maintenance services for the Facilities. The District's maintenance requirements shall include, but not be limited to, garbage and trash pick-up and keeping the Facilities and all associated equipment in a safe condition and replacing equipment and repairing the Facilities as necessary in accordance with recognized standards of care. The District shall pay for water, light and power and other utilities and services that apply to the Facilities.

ARTICLE IV INDEMNIFICATION

4-1. To the extent permitted by law, the City shall indemnify and hold harmless the District of its officers, agents and employees and its Board Members, individually and

collectively, from and against all claims and demands of third persons, including, without limitation, employees and agents of the District, arising from the City's or its invitees or licensees use of the Facilities or from the conduct of the City's programs or from any activity or things done, committed or suffered by the City in or about the Facilities and the City shall indemnify and hold harmless the District and the officers, agents and employees of the District and its Board Members, individually and collectively, against all claims arising from any breach or default in a performance of any obligation on the City's part to be performed under the terms of this Agreement, arising from any negligence or omission or on wanton misconduct of the City or any of the City's agents, contractors, employees, invitees or guests.

4-2. To the extent allowed by law, the District shall indemnify and hold harmless the City and its officers, agents and employees and the City Commission members individually and collectively from any and all claims and demands by third parties, including, without limitations, employees and agents of the District arising from the District's use of the Facilities during the time of the District's exclusive right to use the Parcel or Facilities as provided for in this Agreement.

ARTICLE V GENERAL CONDITIONS

5-1. The City and the District hereby agree that each party paying for the performance of the governmental function of services as a part of this Agreement must make those payments from current revenues available to the paying party. Should the City or District, after making reasonable efforts to find any obligation hereunder, fail to appropriate funding required to meet such obligation then the other party at its sole remedy may waive the performance of the non-funding entity or terminate this agreement upon giving notice of such remedy as otherwise provided herein.

5-2. 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. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceable shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained, herein.

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5-5. In the event the District or the City breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

5-6. Neither the District nor the City shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or

prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of the District or the City, and which by the exercise of due diligence the District or the City is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be executed by their authorized officers effective as of the _____ day of _____, 2013.

MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Hilda Garza-DeShazo, Board President

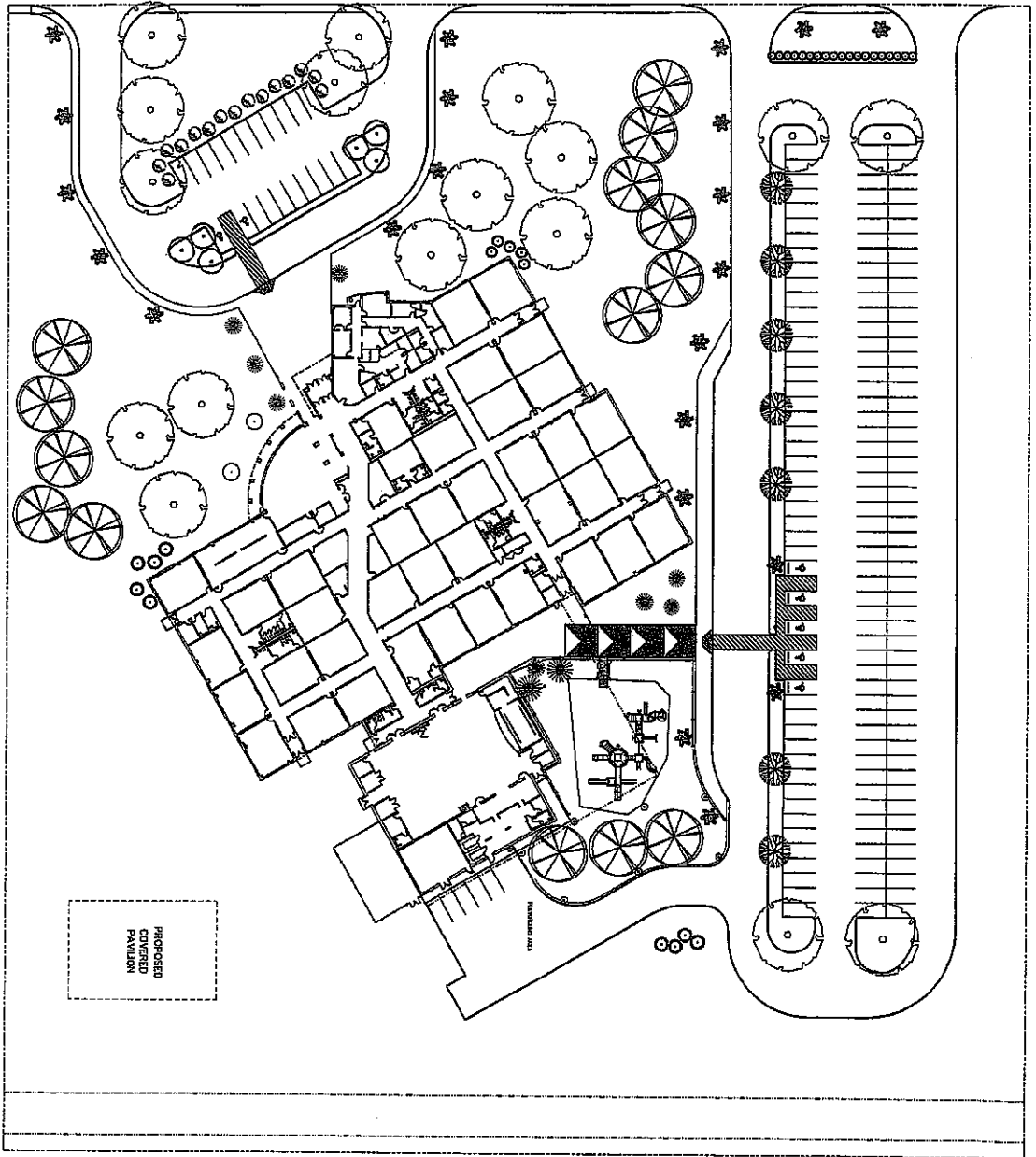
CITY OF MCALLEN

By: _____
Mike R. Perez, City Manager

Approved as to form:

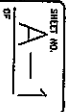
Kevin D. Pagan, City Attorney

SITE PLAN
SCALE: 1" = 30'



PROPOSED
COVERED
PAVILION

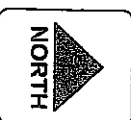
CITY DRAINAGE



PROJECT NAME
DR. CARLOS CASTAÑEDA
4100 NORTH 34TH STREET
MCALEN, TEXAS
DRAWING NAME:
SITE PLAN

MCALEN
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES


DESIGN BY	DRAWING BY	SCALE: As Shown	SITE DRAWN
REVISIONS			



PARKS &

RECREATION**interoffice****MEMORANDUM****city of mcallen**

To: MIKE R. PEREZ, CITY MANAGER

From: SALLY GAVLIK, DIRECTOR 

Subject: FIELDS ELEMENTARY PAVILION

Date: FEBRUARY 4, 2013

COMMENT

The Fields Elementary School does not have a pavilion on campus. McAllen Independent School District would like to see the school have access to an outdoor pavilion for activities. The pavilion will be available for school use during normal school hours and will be fenced to insure the safety of the children.

The City through an Interlocal Agreement with the McAllen School District will be contributing \$75,000 for the construction of the facility. This will allow for the pavilion to be open to the general public during non-school hours.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MCALLEN AND
THE MCALLEN INDEPENDENT SCHOOL DISTRICT**

STATE OF TEXAS
COUNTY OF HIDALGO

§

WHEREAS, the McAllen Independent School District (hereinafter referred to as “District”) currently owns the Fields Elementary School campus, (hereinafter referred to as the “Campus”); and

WHEREAS, after consultation with the Campus Parent Teacher Organization (hereinafter referred to as “PTO”), the District has determined that the Campus does not have a gymnasium or significant playground area for the Campus students’ physical education and recreational activities; and

WHEREAS, the District desires to construct a pavilion and other related facilities which may include lighting and fencing (hereinafter referred to as “Facilities”) for use by the Campus’ students and proposes to expend \$75,000 towards construction costs of the facilities; and

WHEREAS, the site of the proposed Facilities (hereinafter referred to as “Parcel”) is located on Campus property and is more particularly described and illustrated in the attached Exhibit “A”; and

WHEREAS, the City desires to have the Facilities available for use by the citizens of the City and additionally desires to contribute \$75,000 towards the construction costs for the Facilities; and

WHEREAS, the City and the District have determined that it is in the best interests of the parties for the Facilities to be constructed on the Parcel and to make the Facilities

available to the District during normal school hours and to the citizens of the City during non-school hours; and

WHEREAS, the City has available General Revenue Funds finds which may be used for the construction of the Facilities; and

WHEREAS, the City and the District have the authority to enter into this agreement pursuant to the provisions of the Intergovernmental Corporation Act, Texas Government Code, Section 791.001 et seq.

NOW, THEREFORE, in consideration of the foregoing and the following, the City and the District hereby agree as follows:

**ARTICLE I
DEVELOPMENT OF PARCEL**

1-1. The District hereby designates Fields Elementary School Campus as being a facility development Campus under the terms and conditions of this Agreement. The specific Parcel to be utilized for the purposes of construction of the Facilities is described in Exhibit "A".

1-2. The District shall prepare plans and specifications for the type of Facilities being installed in the Parcel for review and approval by the City. The plans and specifications shall show approximate locations, the types of equipment for the Facilities along with any other appurtenant improvements such as fencing, lighting, etc. The City shall review the plans and specifications for approval or comments within sixty (60) days from the date of receipt, thereof. The District shall incorporate all reasonable changes requested by the City relating to the Facilities.

1-3. Prior to the construction of the Facilities, the City should certify to the

District that the City has inspected the Parcel and is familiar with its present condition and agrees to accept the Parcel in such condition at the commencement of the construction of the Facilities.

1-4. The City agrees to contribute \$75,000 towards the construction of the Facilities. Said contribution shall be in the form of a reimbursement to the District with thirty (30) days of completion of the Facilities.

1-5. The District agrees to complete the construction of the Facilities within one year of the effective date of this Agreement.

ARTICLE II

EFFECTIVE DATE OF TERMINATION

2-1. The effective date of this agreement is February 11, 2013.

2-2. This Agreement shall terminate upon the earlier of:

- (i) The mutual agreement of the District and the City, or
- (ii) Upon the District's sale of the whole premises of the Campus, or
- (iii) Upon the District's sale of property including the Parcel located within the Campus' property, but not constituting the whole campus, provided the City shall be given the right of first refusal to purchase such property under the same terms and conditions of the proposed sale by the District, which such exercise of the right of purchase shall be made by City within sixty (60) days after notice of same from the District to the City.
- (iv) Upon a material breach hereof as otherwise provided herein, or;
- (v) Upon an event of non-finding of an obligation by either party as hereinafter provided.

- (vi) The thirtieth anniversary of the effective date of this agreement.

ARTICLE III USE AND MAINTENANCE OF FACILITIES

3-1. The District agrees that the general public may utilize the Parcel and Facilities during non-school hours. During school hours the District shall have exclusive use and control over the Facilities. The District shall have authority to enforce the District's security policies on the Parcel at any time. The City and the District may mutually agree that the Facilities will be open to the general public until 11 p.m. every day, seven days a week.

3-2. During non-school hours, the City may, during the term of the Agreement, offer programs such as recreational, cultural and other types of programs including the general use by the public of the Facilities for the purposes for which they are intended.

3-3. Neither the City nor the District shall make or permit any use of the Facilities which violate any applicable statutes, ordinances, regulations or any other requirements of any government authority having jurisdiction or which constitutes a nuisance, either public or private.

3-4. The District shall provide all other adequate maintenance services for the Facilities. The District's maintenance requirements shall include, but not be limited to, garbage and trash pick-up and keeping the Facilities and all associated equipment in a safe condition and replacing equipment and repairing the Facilities as necessary in accordance with recognized standards of care. The District shall pay for water, light and power and other utilities and services that apply to the Facilities.

ARTICLE IV INDEMNIFICATION

4-1. To the extent permitted by law, the City shall indemnify and hold harmless the District of its officers, agents and employees and its Board Members, individually and

collectively, from and against all claims and demands of third persons, including, without limitation, employees and agents of the District, arising from the City's or its invitees or licensees use of the Facilities or from the conduct of the City's programs or from any activity or things done, committed or suffered by the City in or about the Facilities and the City shall indemnify and hold harmless the District and the officers, agents and employees of the District and its Board Members, individually and collectively, against all claims arising from any breach or default in a performance of any obligation on the City's part to be performed under the terms of this Agreement, arising from any negligence or omission or on wanton misconduct of the City or any of the City's agents, contractors, employees, invitees or guests.

4-2. To the extent allowed by law, the District shall indemnify and hold harmless the City and its officers, agents and employees and the City Commission members individually and collectively from any and all claims and demands by third parties, including, without limitations, employees and agents of the District arising from the District's use of the Facilities during the time of the District's exclusive right to use the Parcel or Facilities as provided for in this Agreement.

ARTICLE V GENERAL CONDITIONS

5-1. The City and the District hereby agree that each party paying for the performance of the governmental function of services as a part of this Agreement must make those payments from current revenues available to the paying party. Should the City or District, after making reasonable efforts to find any obligation hereunder, fail to appropriate finding required to meet such obligation then the other party at its sole remedy may waive the performance of the non-funding entity or terminate this agreement upon giving notice of such remedy as otherwise provided herein.

5-2. 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. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceable shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained, herein.

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5-4. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained, herein.

5-5. In the event the District or the City breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

5-6. Neither the District nor the City shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or

prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of the District or the City, and which by the exercise of due diligence the District or the City is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be executed by their authorized officers effective as of the _____ day of _____, 2013.

MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Hilda Garza-DeShazo, Board President

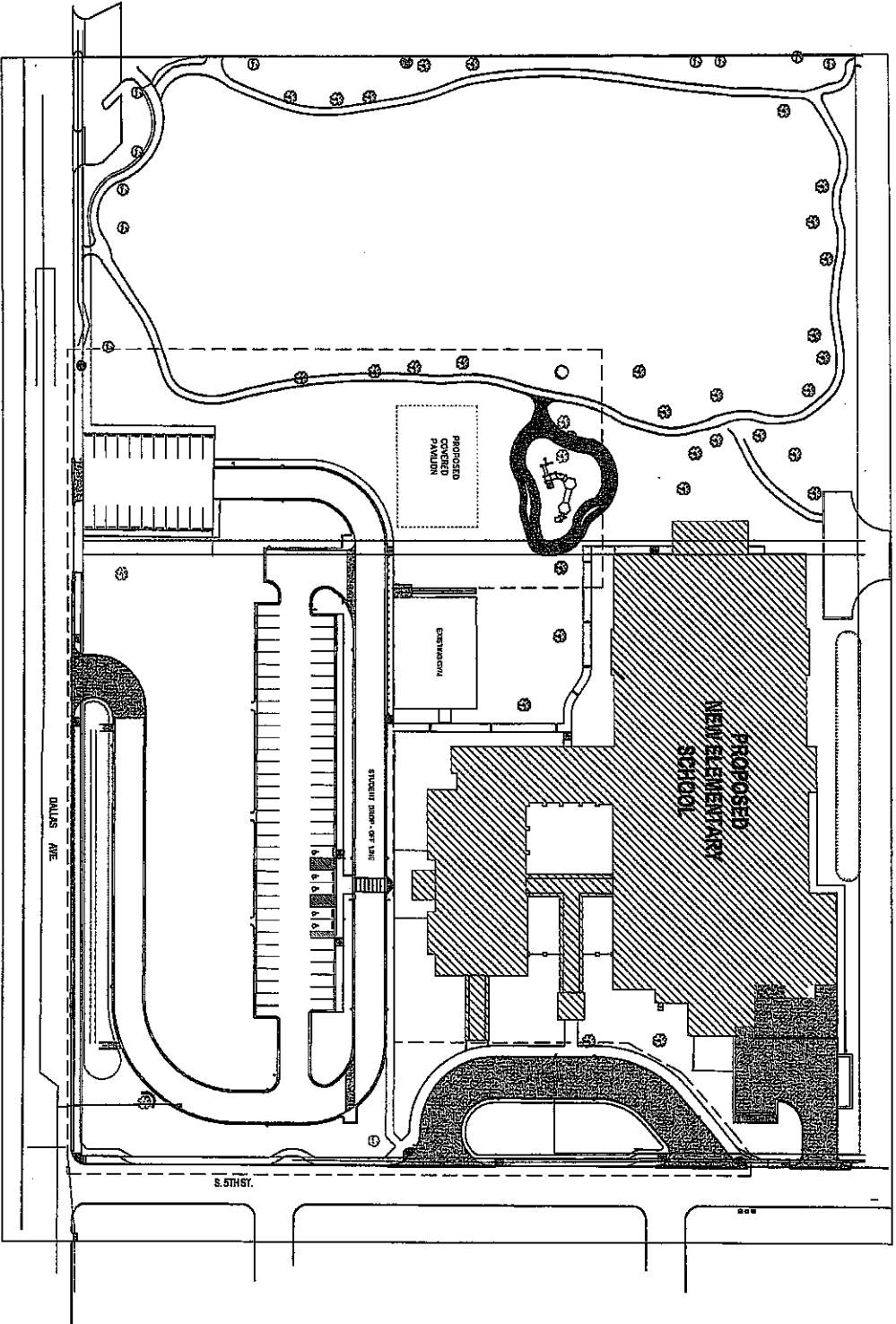
CITY OF MCALLEN

By: _____
Mike R. Perez, City Manager

Approved as to form:

Kevin D. Pagan, City Attorney

FIELDS ELEMENTARY (2001, 2007)



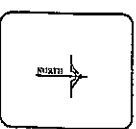
EXISTING SITE PLAN
SCALE: 1" = 40'

SHEET NO. A-1


PROJECT NAME
FIELDS ELEMENTARY SCHOOL
500 DALLAS
McALLEN, TEXAS
DRAWING NAME:
EXISTING SITE PLAN

McALLEN
INDEPENDENT SCHOOL DISTRICT
FACILITY PLANNING SERVICES

DESIGN BY:	DRAWING BY:	SCALE: 1" = 40'	DATE DRAWN:
REVISIONS			



To: MIKE R. PEREZ, CITY MANAGER

From: SALLY GAVLIK, DIRECTOR 

Subject: ROOSEVELT ELEMENTARY PAVILION

Date: FEBRUARY 4, 2013

COMMENT

The Roosevelt Elementary School does not have a pavilion on campus. McAllen Independent School District would like to see the school have access to an outdoor pavilion for activities. The pavilion will be available for school use during normal school hours and will be fenced to insure the safety of the children.

The City through an Interlocal Agreement with the McAllen School District will be contributing \$75,000 for the construction of the facility. This will allow for the pavilion to be open to the general public during non-school hours.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MCALLEN AND
THE MCALLEN INDEPENDENT SCHOOL DISTRICT**

STATE OF TEXAS
COUNTY OF HIDALGO



WHEREAS, the McAllen Independent School District (hereinafter referred to as “District”) currently owns the Roosevelt Elementary School campus, (hereinafter referred to as the “Campus”); and

WHEREAS, after consultation with the Campus Parent Teacher Organization (hereinafter referred to as “PTO”), the District has determined that the Campus does not have a gymnasium or significant playground area for the Campus students’ physical education and recreational activities; and

WHEREAS, the District desires to construct a pavilion and other related facilities which may include lighting and fencing (hereinafter referred to as “Facilities”) for use by the Campus’ students and proposes to expend \$75,000 towards construction costs of the facilities; and

WHEREAS, the site of the proposed Facilities (hereinafter referred to as “Parcel”) is located on Campus property and is more particularly described and illustrated in the attached Exhibit “A”; and

WHEREAS, the City desires to have the Facilities available for use by the citizens of the City and additionally desires to contribute \$75,000 towards the construction costs for the Facilities; and

WHEREAS, the City and the District have determined that it is in the best interests

of the parties for the Facilities to be constructed on the Parcel and to make the Facilities available to the District during normal school hours and to the citizens of the City during non-school hours; and

WHEREAS, the City has available General Revenue Funds finds which may be used for the construction of the Facilities; and

WHEREAS, the City and the District have the authority to enter into this agreement pursuant to the provisions of the Intergovernmental Corporation Act, Texas Government Code, Section 791.001 et seq.

NOW, THEREFORE, in consideration of the foregoing and the following, the City and the District hereby agree as follows:

ARTICLE I DEVELOPMENT OF PARCEL

1-1. The District hereby designates Roosevelt Elementary School Campus as being a facility development Campus under the terms and conditions of this Agreement. The specific Parcel to be utilized for the purposes of construction of the Facilities is described in Exhibit "A".

1-2. The District shall prepare plans and specifications for the type of Facilities being installed in the Parcel for review and approval by the City. The plans and specifications shall show approximate locations, the types of equipment for the Facilities along with any other appurtenant improvements such as fencing, lighting, etc. The City shall review the plans and specifications for approval or comments within sixty (60) days from the date of receipt, thereof. The District shall incorporate all reasonable changes requested by the City relating to the Facilities.

1-3. Prior to the construction of the Facilities, the City should certify to the District that the City has inspected the Parcel and is familiar with its present condition and agrees to accept the Parcel in such condition at the commencement of the construction of the Facilities.

1-4. The City agrees to contribute \$75,000 towards the construction of the Facilities. Said contribution shall be in the form of a reimbursement to the District with thirty (30) days of completion of the Facilities.

1-5. The District agrees to complete the construction of the Facilities within one year of the effective date of this Agreement.

ARTICLE II

EFFECTIVE DATE OF TERMINATION

2-1. The effective date of this agreement is February 11, 2013.

2-2. This Agreement shall terminate upon the earlier of:

- (i) The mutual agreement of the District and the City, or
- (ii) Upon the District's sale of the whole premises of the Campus, or
- (iii) Upon the District's sale of property including the Parcel located within the Campus' property, but not constituting the whole campus, provided the City shall be given the right of first refusal to purchase such property under the same terms and conditions of the proposed sale by the District, which such exercise of the right of purchase shall be made by City within sixty (60) days after notice of same from the District to the City.
- (iv) Upon a material breach hereof as otherwise provided herein, or;
- (v) Upon an event of non-finding of an obligation by either party as

hereinafter provided.

- (vi) The thirtieth anniversary of the effective date of this agreement.

ARTICLE III USE AND MAINTENANCE OF FACILITIES

3-1. The District agrees that the general public may utilize the Parcel and Facilities during non-school hours. During school hours the District shall have exclusive use and control over the Facilities. The District shall have authority to enforce the District's security policies on the Parcel at any time. The City and the District may mutually agree that the Facilities will be open to the general public until 11 p.m. every day, seven days a week.

3-2. During non-school hours, the City may, during the term of the Agreement, offer programs such as recreational, cultural and other types of programs including the general use by the public of the Facilities for the purposes for which they are intended.

3-3. Neither the City nor the District shall make or permit any use of the Facilities which violate any applicable statutes, ordinances, regulations or any other requirements of any government authority having jurisdiction or which constitutes a nuisance, either public or private.

3-4. The District shall provide all other adequate maintenance services for the Facilities. The District's maintenance requirements shall include, but not be limited to, garbage and trash pick-up and keeping the Facilities and all associated equipment in a safe condition and replacing equipment and repairing the Facilities as necessary in accordance with recognized standards of care. The District shall pay for water, light and power and other utilities and services that apply to the Facilities.

ARTICLE IV INDEMNIFICATION

4-1. To the extent permitted by law, the City shall indemnify and hold harmless

the District of its officers, agents and employees and its Board Members, individually and collectively, from and against all claims and demands of third persons, including, without limitation, employees and agents of the District, arising from the City's or its invitees or licensees use of the Facilities or from the conduct of the City's programs or from any activity or things done, committed or suffered by the City in or about the Facilities and the City shall indemnify and hold harmless the District and the officers, agents and employees of the District and its Board Members, individually and collectively, against all claims arising from any breach or default in a performance of any obligation on the City's part to be performed under the terms of this Agreement, arising from any negligence or omission or on wanton misconduct of the City or any of the City's agents, contractors, employees, invitees or guests.

4-2. To the extent allowed by law, the District shall indemnify and hold harmless the City and its officers, agents and employees and the City Commission members individually and collectively from any and all claims and demands by third parties, including, without limitations, employees and agents of the District arising from the District's use of the Facilities during the time of the District's exclusive right to use the Parcel or Facilities as provided for in this Agreement.

ARTICLE V GENERAL CONDITIONS

5-1. The City and the District hereby agree that each party paying for the performance of the governmental function of services as a part of this Agreement must make those payments from current revenues available to the paying party. Should the City or District, after making reasonable efforts to find any obligation hereunder, fail to appropriate finding required to meet such obligation then the other party at its sole remedy may waive the performance of the non-funding entity or terminate this agreement upon giving notice of

such remedy as otherwise provided herein.

5-2. 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. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceable shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained, herein.

5-3. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Should any party be in breach hereof then the non breaching party shall give sixty (60) days notice of such breach and the breaching party shall have such sixty (60) days to cure the breach before the non-breaching party may terminate this Agreement or take any other action to enforce the provisions hereof.

5-4. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained, herein.

5-5. In the event the District or the City breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

5-6. Neither the District nor the City shall be required to perform any term,

condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of the District or the City, and which by the exercise of due diligence the District or the City is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be executed by their authorized officers effective as of the _____ day of _____, 2013.

MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Hilda Garza-DeShazo, Board President

CITY OF MCALLEN

By: _____
Mike R. Perez, City Manager

Approved as to form:

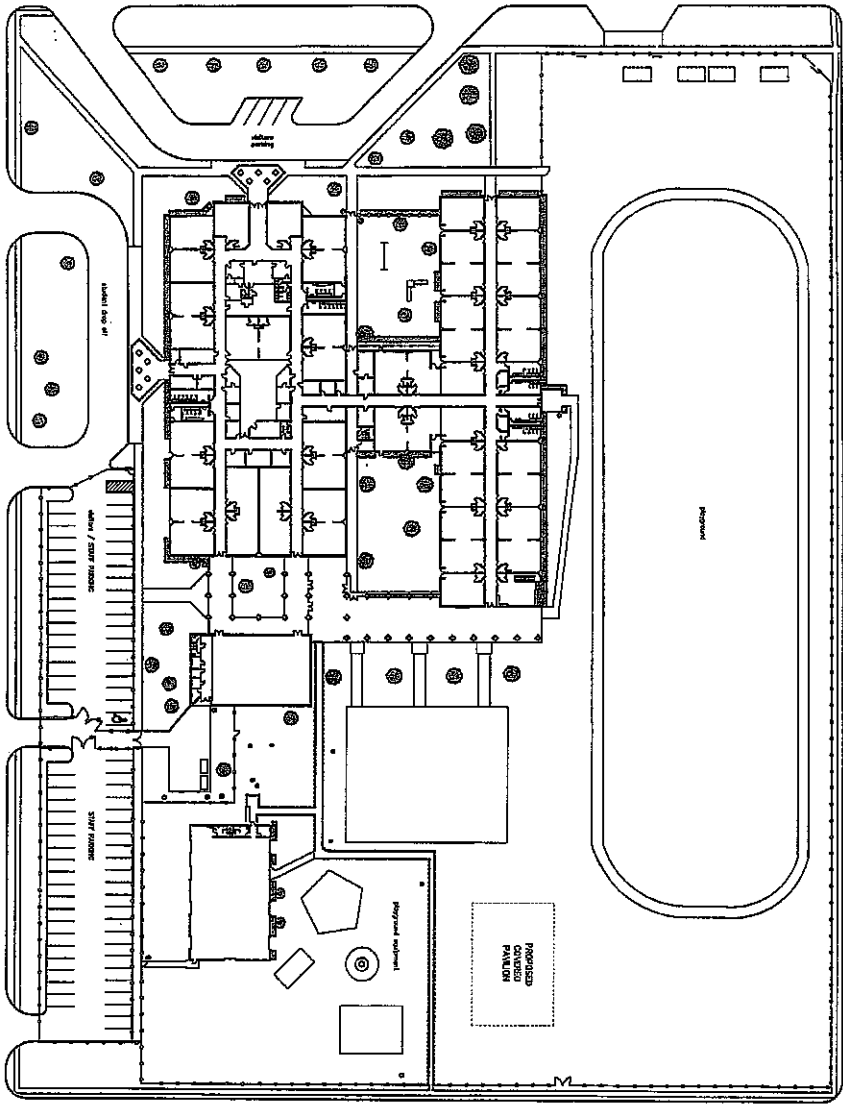
Kevin D. Pagan, City Attorney

26 TH STREET

25 TH STREET

IDEIA

LUCILLE



EXISTING SITE PLAN
SCALE: 1" = 40'



PROJECT NAME
ROOSEVELT ELEMENTARY SCHOOL
 4601 S. 26TH STREET
 McALLEN, TEXAS
 DRAWING NAME
EXISTING SITE PLAN

McALLEN
 INDEPENDENT SCHOOL DISTRICT
 FACILITY PLANNING SERVICES

DATE BY	DATE F.	SCALE TO DRAW	DATE DRAWN
REVISIONS			

SHEET NO.
A-1

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
 UTILITY BOARD
 OTHER

AGENDA ITEM 37
 DATE SUBMITTED 2/04/13
 MEETING DATE 2/11/13

1. Agenda Item: **CONSIDERATION AND POSSIBLE ACTION FOR AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND McALLEN INDEPENDENT SCHOOL DISTRICT FOR DEVELOPMENT OF A SOCCER COMPLEX ON DELEON MIDDLE SCHOOL**
2. Party Making Request: **Parks and Recreation Department**
3. Nature of Request: (Brief Overview) Attachments: X Yes No

This item brings to the Commission a proposed Interlocal Agreement between the City and McAllen Independent School District to develop a Soccer Complex at DeLeon Middle School. The park is designed and ready to bid, pending approval from the Commission. The projected probable construction cost is \$2,635,000 including several alternates. Additional construction items will be purchased separately through the Buy Board

4. Policy Implication: **Local Government Code**
5. Budget Information: **N/A**


6. Alternate Option/Costs: **N/A**

7. Routing:	<u> NAME/TITLE </u>	<u> INITIAL </u>	<u> DATE </u>	<u> CONCURRENCE </u>
a.)	<u> S.Gavlik, Dir.Parks&Rec., </u>	<u> sg </u>	<u> 2/04/13 </u>	<u> yes </u>
b.)	<u> B.Branham, Dep.C.M.----- </u>	<u> ----- </u>	<u> ----- </u>	<u> ----- </u>

8. Staff Recommendation: **Staff recommends approval of the Interlocal Agreement**
9. ADVISORY BOARD: Approved Disapproved X None
10. City Attorney: IP Approved Disapproved None
11. Manager's Recommendation: MRP Approved Disapproved None
12. Action Taken:

MEMORANDUM

To: MIKE R. PEREZ, CITY MANAGER

From: SALLY GAVLIK, DIRECTOR 

Subject: INTERLOCAL AGREEMENT BETWEEN THE CITY OF McALLEN AND THE McALLEN INDEPENDENT SCHOOL DISTRICT

Date: FEBRUARY 4, 2013

COMMENT

Goal:
To develop a soccer complex to meet the needs of the citizens of McAllen.

Discussion:
The City and McAllen Independent School District have been working for the past year to explore ways to maximize the use of public property for parks. In 2010 the City initiated a Blue Ribbon Committee to evaluate existing sporting facilities in McAllen. McAllen Independent School District had the opportunity to participate in these discussions.

The result of the discussions was that additional sporting fields for soccer, softball, baseball, and tennis were necessary. The first sport that was to be developed was soccer. In reviewing potential sites it was noted that there is currently a soccer complex on the south side of DeLeon Middle School. DeLeon Middle School became the primary site for the future development of the complex.

In 2012 the City Commission authorized the Parks and Recreation Department to begin design work on the complex. During the design process the current football field continued to be a problem as far as circulation and pedestrian traffic flow. Discussions were held with the school district to remove the current football field. Within the new design for the complex there is a synthetic turf combined football/soccer field which can be used by both the school district and the city.

Additional improvements include eight (8) additional adult size soccer fields, tennis court lighting, a basketball court, and promenade and fountain area for special events.

Recommendation:
Staff recommends approval of the Interlocal with the McAllen Independent School District for DeLeon Middle School.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MCALLEN AND
THE MCALLEN INDEPENDENT SCHOOL DISTRICT**

STATE OF TEXAS
COUNTY OF HIDALGO

§

WHEREAS, the McAllen Independent School District (hereinafter referred to as "District") currently owns the De Leon Middle School campus, located at 4201 North 29th Street, in the City of McAllen, Hidalgo County, Texas, (hereinafter referred to as the "Campus"); and

WHEREAS, the District has determined that certain portions of the Campus as identified on Exhibit "A" attached hereto (hereinafter referred to as "Parcel") are presently not being continually utilized after school hours for a school activities;

WHEREAS, the City of McAllen (hereinafter referred to as "City") desires to construct community park facilities and improvements consisting of soccer fields, playground equipment, picnic tables, benches, mile markers for cross country running, safety fencing comprised of black vinyl coated chain link and related equipment (the "Facilities") for use by the citizens of the City and students of the District, on the Parcel, and the City and the District have determined it is in the best interest of the parties for placement of such facilities and improvements to be on Parcel herein below described, and

WHEREAS, the City has available General Revenue Funds which may be used for the providing of recreational facilities that benefit all constituents of both parties hereto; and

WHEREAS, the District desires, for purposes of providing playground and related activity improvements to serve the Campus school facility, to better and more fully utilize said Campus, with the City, and the City and the District agree to construct certain improvements thereon, and make them available to the District during normal school

hours and to the citizens of the City at other times as set out herein; and

WHEREAS, the City and the District have the authority to enter into this agreement pursuant to the provisions of the Intergovernmental Corporation Act, Texas Government Code, Section 791.001 et seq.

NOW, THEREFORE, in consideration of the foregoing and the following, the City and the District hereby agree as follows:

ARTICLE I DEVELOPMENT OF PARCEL

1-1. The District hereby designates De Leon Middle School Campus as being a facility development Campus under the terms and conditions of this Agreement.

The specific Parcel to be utilized for the purposes of installation of the Facilities is described in Exhibit "A".

1-2. The City shall prepare plans and specifications for the construction of the Facilities being installed in the Parcel for review and approval by the District. The plans and specifications shall show approximate locations, the types of equipment for the Facilities along with any other appurtenant equipment such as irrigation systems, etc. The City shall conduct monthly meetings with the District during the construction process.

1-3. Prior to the installation of any Facilities, the City should certify to the District that the City has inspected the Parcel and is familiar with its present condition and agrees to accept the Parcel in such condition at the commencement of the installation of the Facilities.

1-4. The City agrees to complete the installation of the Facilities at the Parcel within two (2) years of the effective date of this Agreement.

ARTICLE II EFFECTIVE DATE OF TERMINATION

2-1. The effective date of this agreement is February 1, 2013.

2-2. This Agreement shall terminate upon the earlier of:

- (i) The mutual agreement of the District and the City, or
- (ii) Upon the District's sale of the whole premises of the school Campus,
or
- (iii) Upon the District's sale of property including the Parcel, but not constituting the whole campus, provided the City shall be given the right of first refusal to purchase such property under the same terms and conditions of the proposed sale by the District, which such exercise of the right of purchase shall be made by City within thirty (30) days after notice of same from the District to the City.
- (iv) Upon a material breach hereof as otherwise provided herein, or;
- (v) Upon an event of non-finding of an obligation by either party as hereinafter provided.
- (vi) The thirtieth (30) anniversary of the effective date of this agreement.

ARTICLE III MAINTENANCE

3-1. The City, at the City's expense, shall provide adequate maintenance service to all the Facilities which shall include keeping playground and other equipment in a safe condition and replacing playground and other equipment as necessary in accordance with recognized standards for such equipment.

3-2. During school hours, the District shall provide general policing of the Parcel keeping the Parcel in a clean and orderly condition. The maintenance requirements shall include garbage and trash pick-up from receptacles to be provided by the City for the Facilities and to pick up any litter or other material generated as a result of school or City

use.

ARTICLE IV USE OF FACILITIES

4-1. The District agrees that the general public may utilize the Parcel and Facilities during non-school hours. During school hours the District shall have exclusive use and control over the Parcel and Facilities. The City and the District may mutually agree upon curfews for the use of the Parcel and Facilities but in no case will the Parcel and Facilities be opened to the general public for any period of time later than the general curfews established by the City of McAllen for other park facilities.

4-2. The City shall, during the term of the Agreement, maintain full control over the Parcel and Facilities for the City Parks and Recreation purposes during the time the District does not have exclusive control over the Parcel and Facilities. The City may offer programs such as recreational, cultural and other types of programs including the general use by the public of the Parcel and Facilities for the purposes for which they are intended.

4-3. The City should not make or permit any use of the Parcel and Facilities which violate any applicable statues, ordinances, regulations or any other requirements of any government authority having jurisdiction or which constitutes a nuisance, either public or private.

4-4. The City shall pay for water, light and power and other utilities and services including garbage collection that apply to the Parcel.

4-5. The City may, at its expense, install and or display signs about the Parcel reviewed and approved by the District. The City agrees, at the district's request, to remove at the City's expense, any signs upon the termination of this Agreement generally or as to any parcel upon the sale of the Campus by District.

4-6. The City shall with approval of District, be permitted to make, at the City's

expense, alterations, changes and additions in and to the Facilities, consistent with the Parks and Recreation programs offered by it and District's needs and programs. The City agrees, if requested by the District, to restore, at the end of the term of this agreement, the Parcel to the same condition as existed on the date of this Agreement. Any addition made in or to the Parcel by the City not removed at the end of the term hereof will become the property of the District at no cost to the District. All alterations shall be completed in a good and workman-like manner and paid for in full within a reasonable time so that no lien shall attach to the property.

4-7. The District shall provide to the City an annual schedule of events in the park by May of the preceding year.

ARTICLE V INDEMNIFICATION

5-1. To the extent permitted by law, the City shall indemnify and hold harmless the District of its officers, agents and employees and its Board Members, individually and collectively, from and against all claims and demands of third persons, including, without limitation, employees and agents of the District, arising from the City's or its invitees or licensees use of the Facilities or Parcel or from the conduct of the City's programs or from any activity or things done, committed or suffered by the City in or about the Parcel or Facilities.

5-2. To the extent allowed by law, the District shall indemnify and hold harmless the City and its officers, agents and employees and the City Commission members individually and collectively from any and all claims and demands by third parties, including, without limitations, employees and agents of the District arising from the Districts use of the Parcel or Facilities during the time of the District's exclusive right to use

the Parcel or Facilities as provided for in this Agreement.

5-3. **INSURANCE:** The City shall during the term hereof and to the extent such insurance is otherwise available, name the District as an additional insured under the general liability policy of the City covering the contractual indemnification of the City as provided herein. Such insurance policy may be provided by a third-party commercial carrier or by governmental pooled policy such as Texas Municipal League or through self-insurance, provided that the City provides the District with assurances of ability to meet any financial commitment under such self-insurance program. The City shall deliver the District a certificate of insurance showing the District as co-insured upon the effective date and on an annual basis thereafter. The coverage for the City shall be in the amount of at least, the individual tort claims liability limit of the District on a per occurrence basis and have at least an aggregate coverage of ONE MILLION DOLLARS (\$1,000,000.00) per annum.

ARTICLE VI GENERAL CONDITIONS

6-1. The City and the District hereby agree that each party paying for the performance of the governmental function of services as a part of this Agreement must make those payments from current revenues available to the paying party. Should the City or District, after making reasonable efforts to fund any obligation hereunder, fail to appropriate funding required to meet such obligation then the other party at its sole remedy may waive the performance of the non-funding entity or terminate this agreement upon giving notice of such remedy as otherwise provided herein.

6-2. 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. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect

such invalidity, illegality or unenforceable shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained, herein.

6-3. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Should any party be in breach hereof then the non breaching party shall give sixty (60) days notice of such breach and the breaching party shall have such sixty (60) days to cure the breach before the non-breaching party may terminate this Agreement or take any other action to enforce the provisions hereof.

6-4. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained, herein.

6-5. In the event the District or the City breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

6-6. Neither the District nor the City shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of the District or the City, and which by the exercise of due diligence the District or the City is unable, wholly or in part, to prevent or overcome.

6-7. MEDIATION: Both the parties desire to resolve disputes without litigation.

Before any dispute between the City of McAllen and the McAllen Independent School District related to this Agreement which is not resolved through informal discussion can be litigated it will first be submitted to a nonbinding mediation by a mutually acceptable mediator or mediation service. The parties to the mediation shall bear the mediation costs equally.

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be executed by their authorized officers effective as of the _____ day of _____, 2013.

McALLEN INDEPENDENT SCHOOL DISTRICT

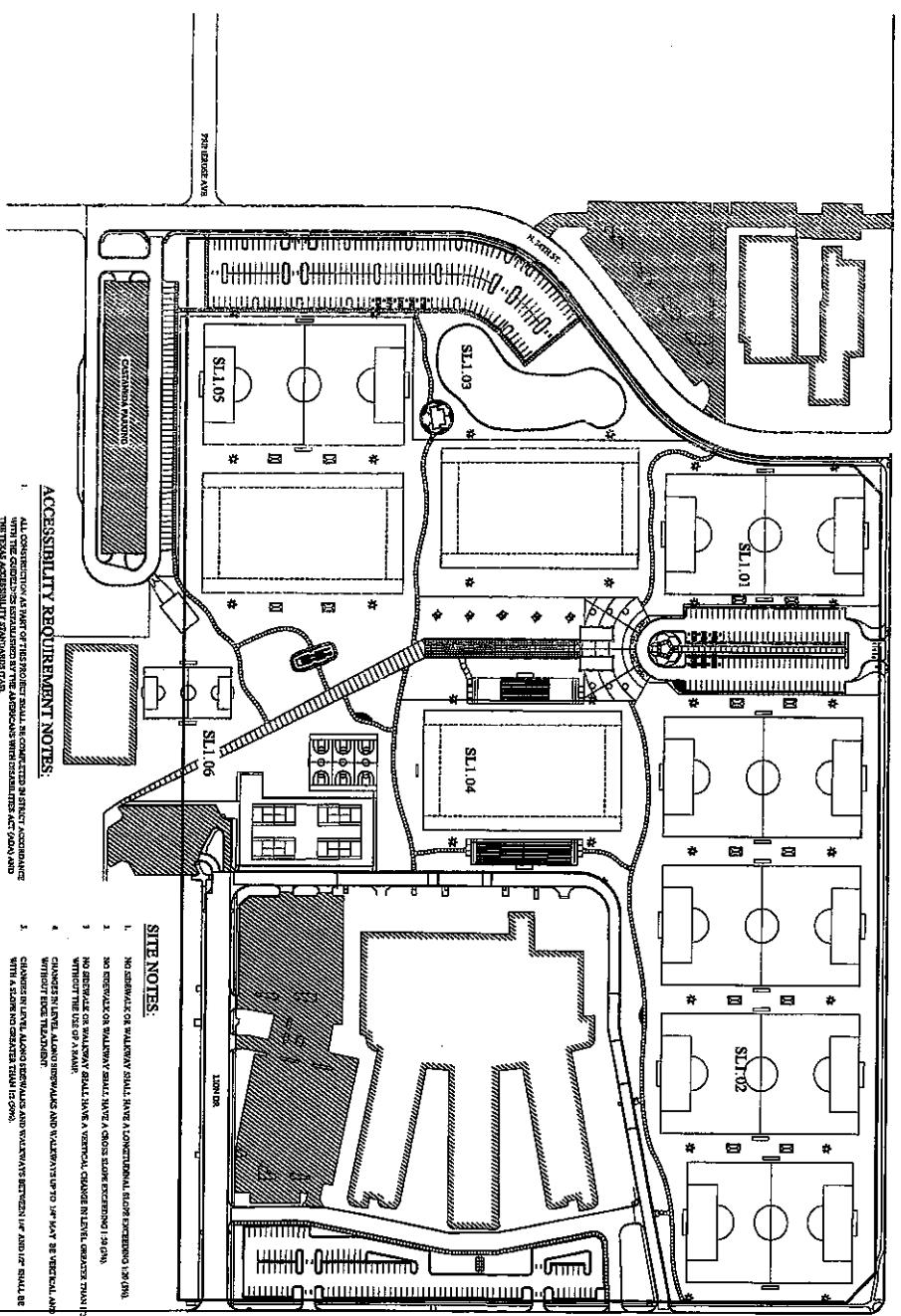
By: _____
James Ponce, Superintendent

CITY OF McALLEN

By: _____
Mike R. Perez, City Manager

Approved as to form:

Kevin Pagan, City Attorney



ACCESSIBILITY REQUIREMENT NOTES:

1. ALL CONSTRUCTION AS PART OF THIS PROJECT SHALL BE COMPLETED IN STRICT COMPLIANCE WITH THE CONDITIONS ESTABLISHED BY THE AMERICANS WITH DISABILITIES ACT (ADA) AND THE ADA ACCESSIBILITY STANDARDS FOR BUILDINGS AND FACILITIES.
2. THE GENERAL CONTRACTOR SHALL NOTIFY THE SUPERINTENDENT ANY AND ALL REQUIREMENTS RELATING TO THE CONTRACT DOCUMENTS AND THE DESIGN PROFESSIONAL'S COMMENTS BY THE DESIGN PROFESSIONAL BY THE DATE OF COMMENCEMENT OF CONSTRUCTION.
3. THE GENERAL CONTRACTOR SHALL NOTIFY THE SUPERINTENDENT IMMEDIATELY AND WITHOUT DELAY OF ANY CHANGES TO THE DESIGN PROFESSIONAL'S COMMENTS AND/OR CONTRACT DOCUMENTS THAT MAY AFFECT ACCESSIBILITY.
4. THE GENERAL CONTRACTOR SHALL NOTIFY THE SUPERINTENDENT IMMEDIATELY AND WITHOUT DELAY OF ANY CHANGES TO THE DESIGN PROFESSIONAL'S COMMENTS AND/OR CONTRACT DOCUMENTS THAT MAY AFFECT ACCESSIBILITY.

SITE NOTES:

1. NO CURBWALES OR WALKWAYS SHALL HAVE A LONGITUDINAL SLOPE EXCEEDING 1:100.
2. NO CURBWALES OR WALKWAYS SHALL HAVE A CROSS SLOPE EXCEEDING 1:50.
3. NO OPERATIONS OF EXISTING UTILITIES SHALL BE PERMITTED TO BE PERFORMED WITHIN THE SITE OF A MAJOR CHANGE IN LEVEL, ALONG TRENCHES AND VULNERABLE UP TO 14" MAX BE VERTICAL AND WITHOUT SOIL TREATMENT.
4. CHANGES IN LEVEL, ALONG TRENCHES AND VULNERABLE UP TO 14" MAX BE VERTICAL AND WITHOUT SOIL TREATMENT SHALL BE PERMITTED TO BE PERFORMED WITHIN THE SITE OF A MAJOR CHANGE IN LEVEL, ALONG TRENCHES AND VULNERABLE UP TO 14" MAX BE VERTICAL AND WITHOUT SOIL TREATMENT.
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11. THE CONTRACTOR SHALL NOT BE ALLOWED TO STORE OR STOCKPILE ANY MATERIALS WITHIN THE FOOTING LINE OR BEYOND THEREOF.
12. THE LANDSCAPE ARCHITECT SHALL PROVIDE THE CONTRACTOR WITH COORDINATES TO LOCATE ALL STRUCTURES.
13. THE CONTRACTOR IS TO HAVE ALL CONCRETE FORMS AND UTILITIES APPROVED BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION										<p>PROJECT NAME</p> <p>DE LEON NORTH SOCCER EXPANSION</p>	<p>CITY OF McALLEN PARKS AND RECREATION DEPARTMENT</p>	<p>PROJECT TITLE</p> <p>OVERALL SITE LAYOUT</p>	<p>SCALE</p> <p>1" = 20'</p>
NO.	DATE	DESCRIPTION														

SL1.00

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 3L </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 02/05/13 </u>
OTHER	<u> </u>	MEETING DATE	<u> 02/11/13 </u>

1. Agenda Item: Service Contract for Armored Car Services

2. Parties Making Request: Jerry W. Dale, Finance Director

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

Contract term shall be for one (1) year commencing on date of award. If awarded, staff is requesting 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 the performance of the successful vendor being satisfactory at the rate(s) remaining unchanged.

4. Policy Implication City Commission approval needed

5. Budgeted: X Yes No N/A

6. Alternate Option/Costs: N/A

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
a). Mike R. Perez City Manager	<u> MRP </u>	<u> 02/06/13 </u>	<u> YES </u>
b). Roel Rodriguez, P.E. General Manager/Assistant City Manager	<u> RR </u>	<u> 02/06/13 </u>	<u> YES </u>
c). Jerry W. Dale Finance Director	<u> JWD </u>	<u> 02/06/13 </u>	<u> YES </u>
d). Sandra Zamora, CPM Director Purchasing & Contracting	<u> MDC </u>	<u> 02/06/13 </u>	<u> YES </u>

8. Staff Recommendation: Approve as Presented

9. Advisory Board: Approved Disapproved None

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

12. PUB's Recommendation: Approved Disapproved None

13. Action Taken: _____

MEMORANDUM

February 5, 2013

To: Mike R. Perez, City Manager

From: Jerry W. Dale, Finance Director

RE: Proposal for Armored Car Service

GOAL: Safe and Secure Transportation of City Cash/Check Collections to its Depository Bank

DISCUSSION: At its meeting in December 2012, when this item was last presented to the City Commission, since only one proposal was received, staff was instructed to rebid in order to encourage a more competitive environment and possibly a lower cost to the City for this service. This time a second potential bidder, requested changes, which included eliminating the requirement to have armed guards, however did not bid. Again, only one bid was received—the same one as before for the same amount, which totaled \$2,596 per month or \$31,155 per year. This represented an increase from the previous of October 1, 2009 of less than \$2,500 or 7.9%, which would approximate a 2% annual increase.


OPTIONS:

- 1) change the specs lowering the standards, increasing risk of loss
- 2) reject and rebid
- 3) accept the sole bid

RECOMMENDATION: Due to the relatively small increase in cost in relation to the additional risk the City would take in changing the specs, staff recommends awarding the bid to Rochester Armored Car Co., Inc. as the only bidder meeting specifications. Contract term shall be for one (1) year commencing on date of award. If awarded, staff is requesting 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 the performance of the successful vendor being satisfactory at the rate(s) remaining unchanged.

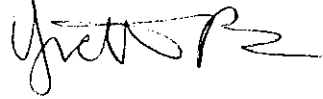
**BID OPENING: JANUARY 08, 2013 AT 2:00 P.M.
LOCATION: Conference Room**

PROJECT NO. 01-13-S29-05 ARMORED CAR SERVICE

BIDDERS	CITY FACILITIES TO BE SERVICED	PREVIOUS CONTRACT PRICING 10/1/09	PREVIOUS BID PRICING 10/9/12	ROCHESTER ARMORED CAR CO., INC.	PERCENTAGE OF INCREASE
				 OMAHA, NE HARD COPY BID	
1	CONVENTION CENTER	\$159.30	\$172.04	\$172.04	7.41%
2	DOWNTOWN SERVICES/VITAL STATS./PASSPORT	\$163.72	\$176.82	\$176.82	7.41%
3	LIBRARY	\$159.30	\$172.04	\$172.04	7.41%
4	MCALLEN/ANZALDUAS INT'L BRIDGE	\$483.60	\$522.29	\$522.29	7.41%
5	MCALLEN/HIDALGO INT'L BRIDGE	\$483.60	\$522.29	\$522.29	7.41%
6	MCALLEN-MILLER INT'L AIRPORT	\$248.23	\$268.09	\$268.09	7.41%
7	MPU/FINANCE	\$234.61	\$253.38	\$253.38	7.41%
8	MUNICIPAL COURT	\$156.61	\$169.13	\$169.13	7.40%
9	PALM VIEW GOLF COURSE	\$163.72	\$176.82	\$176.82	7.41%
10	PARKS & RECREATION	\$159.30	\$172.04	\$172.04	7.41%
11	RATE PER EACH SPECIAL/EXTRA TRIP	\$25.00	\$25.00	\$25.00	0.00%
12	TAX OFFICE	\$159.30	\$172.04	\$172.04	7.41%
				AVERAGE	6.79%

To: Mike R. Perez, City Manager

From: Yvette Barrera, PE, CFM, City Engineer



Date: February 5, 2013

Subject: Interlocal Agreement with City of Mission – Taylor Road from Expressway 83 to 3 Mile Line

GOAL

Consideration and approval of Interlocal Agreement with City of Mission for Taylor Road resurfacing from Expressway 83 to 3 Mile Line.

EXPLANATION

Taylor Road sits on the City limit line between the Cities of Mission and McAllen. As development has occurred and traffic has increased, the pavement condition continues to deteriorate. A repaving project for the full pavement width will require a cooperative agreement with both entities.

The City of McAllen approached the City of Mission to determine if they were willing to participate with funding for one-half of the improvements. The City of Mission, indicated that they were interested in participating with the improvements from the Expressway to the 3 Mile Line.

Since the City of McAllen recently awarded the annual resurfacing contract to Cutler Repaving for the fiscal year 2012-2013, staff is proposing that McAllen act as the Lead agency for contracting purposes and invoice the City of Mission for one-half the costs associated with this work.

The project cost is projected to be \$523,111.74, with each entity responsible for \$261,555.87.

OPTIONS

Approve or reject Interlocal Agreement with City of Mission.

RECOMMENDATION

Based on review by this office, staff recommends approval of Interlocal Agreement with City of Mission.

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF McALLEN
AND
THE CITY OF MISSION**

This Agreement is made on this the day of 2013, by and between the CITY OF McALLEN, hereinafter referred to as “McAllen”, and CITY OF MISSION, hereinafter referred to as “Mission”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the centerline of Taylor Road is approximately the West City limit line of McAllen and the east City limit line of Mission: and

WHEREAS, McAllen and Mission, are requesting to resurface Taylor Road from Expressway 83 to Mile 3 Line; and

WHEREAS, McAllen is currently under Contract with Cutler Repaving for the 2012-2013 Single Machine Repaving Project; and

WHEREAS, McAllen and Mission 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, McAllen and Mission, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. McAllen will act as lead agency and extend the Contract to include pavement recycling services to resurface the existing pavement of Taylor Road from Expressway 83 to 3 Mile Line at an estimated cost of \$523,111.74.
2. McAllen shall pay for the costs associated with resurfacing Taylor Road.
3. Mission shall reimburse McAllen for one-half (1/2) the costs associated with resurfacing Taylor Road.
4. McAllen will invoice Mission on a monthly basis, based on work completed and accepted by McAllen.

5. Mission shall submit payment to McAllen within 30 days of receipt of invoice.
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 McAllen: City of McAllen
 Attention: City Manager
 P. O. Box 220
 McAllen, Texas 78505-0220

If to Mission: City of Mission

Attention: City Manager
1201 E 8th Street
Mission, TX 78572

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.

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

CITY OF MISSION

By: _____
Julio C. Cerda, PE, City Manager

ATTEST:

Anna Carrillo, City Secretary

CITY OF MC ALLEN

By: _____
Mike R. Perez, City Manager

ATTEST:

Annette Villarreal, City Secretary

APPROVED AS TO FORM:

Attorney for Mission

Kevin D. Pagan, McAllen City Attorney

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 3N
DATE SUBMITTED 02/01/13
MEETING DATE 02/11/13

1. Agenda Item: CHANGE ORDER NO. 2 - 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. 2 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	\$3,633,431	
	160-3032-436.66-30 (Downtown Lot)	\$ 6,966.09	
Original Contract Amount		\$ 1,386,100.40	
Change Order No. 1		\$ 44,237.70	3.19%
Change Order No. 2		\$ 228,215.90	16.46%
Revised Contract Amount		\$ 1,658,554.00	119.66%

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> 2/5/2013 </u>	<u> YES </u>
b.) J. Dale, CPA, Finance Director	<u> JD </u>	<u> 2/5/2013 </u>	<u> YES </u>
c.) R. Rodriguez, PE, General Manager Assistant City Manager	<u> RR </u>	<u> 2/5/2013 </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. 2 in the add amount of \$228,215.90 and 0 additional working days for a revised contract amount of \$1,658,554 and a contract time of 65 days, subject to a budget amendment and Interlocal Agreement with Mission.

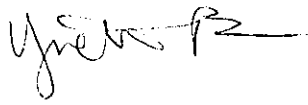
9. Advisory Board: Approved Disapproved None

10. City Attorney: IP 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: February 1, 2013
Subject: **Change Order No. 2 – 2012-2013 Single Machine Repaving Project
Project No. 12-12-C04-104**

Goal

Consider and approve Change Order No. 2 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. Change Order No. 2 is proposed to adjust quantities to account for the following street additions to the contract:

1. Taylor Rd between Expressway 83 and 3 Mile Line
2. Dove Ave at McColl Rd, west side of intersection

The cost to repave Taylor Rd will be shared evenly between the City of McAllen and the City of Mission.

A separate change order for the project materials to Upper Valley Materials is presented under separate cover. Combined the project has a total cost of \$3,273,481.60.

Options

Approve or disapprove Change Order No. 2

Recommendation

Staff recommends approval of Change Order No. 2 in the add amount of \$228,215.90 for a revised overall contract amount of \$1,658,554.00, subject to a budget amendment and approval of Interlocal Agreement with City of Mission.

PROJECT NAME: Single Machine Project 2012-2013

CONTRACTOR: Cutler Repaving Inc.

				ORIGINAL BID AMOUNT		CHANGE ORDER #1		CHANGE ORDER #2		REVISED AMOUNT	
Item	Description	Unit	Unit Price	QTY	Cost	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	62638	\$ 165,990.70	315128	\$ 835,089.20
102	Recycling Agent	GAL	\$ 3.60	18341	\$ 66,027.60	596	\$ 2,145.60	4507	\$ 16,225.20	23444	\$ 84,398.40
103	Curb Milling	LF	\$ 2.00	160201	\$ 320,402.00	9857	\$ 19,714.00	22000	\$ 44,000.00	192058	\$ 384,116.00
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	5	\$ 1,250.00	99	\$ 24,750.00
106	Adjust Water Valves & Monitor Wells to Grade	EA	\$ 150.00	43	\$ 6,450.00	2	\$ 300.00	5	\$ 750.00	50	\$ 7,500.00
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 \$ 228,215.90 \$ 1,658,554.00

Original Contract	\$ 1,386,100.40	100.00%
Change Order No. 1	\$ 44,237.70	3.19%
Change Order No. 2	\$ 228,215.90	16.46%
Revised Contract	\$ 1,658,554.00	119.66%

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
 UTILITY BOARD _____
 OTHER _____

AGENDA ITEM 30
 DATE SUBMITTED 02/01/13
 MEETING DATE 02/11/13

1. Agenda Item: CHANGE ORDER NO. 2 - 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. 2 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	\$3,633,431	
	160-3032-436.66-30 (Downtown Lot)	\$ 6,972.72	
Original Contract Amount		\$ 1,301,471.70	
Change Order No. 1		\$ 36,521.80	2.81%
Change Order No. 2		\$ 276,934.10	21.28%
Revised Contract Amount		\$ 1,614,927.60	124.08%

6. Alternate Option/Costs N/A

7. Routing:

 NAME/TITLE

	<u> INITIAL </u>	<u> DATE </u>	<u> CONCURRENCE </u>
a.) Y. Barrera, PE, CFM, City Engineer	<u> YB </u>	<u> 2/01/13 </u>	<u> YES </u>
b.) J. Dale, CPA, Finance Director	<u> JD </u>	<u> 2/5/13 </u>	<u> YES </u>
c.) R. Rodriguez, PE, General Manager Assistant City Manager	<u> RR </u>	<u> 2/5/13 </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. 2 in the add amount of \$276,934.10 for a revised contract amount of \$ 1,614,927.60, subject to a budget amendment and Interlocal Agreement with City of Mission.

9. Advisory Board: Approved Disapproved None

10. City Attorney: IP 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: February 1, 2013

Subject: Change Order No. 2 – Purchase & Delivery of Type “D” Hot Mix Asphaltic Concrete FY2012-2013. Project No. 12-12-SP04-22

GOAL

Consider and approve Change Order No. 2 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. Change Order No. 2 is proposed to adjust quantities to account for the following street additions to the contract:

1. Taylor Rd between Expressway 83 and 3 Mile Line
2. Dove Ave at McColl Rd, west side of intersection

The cost to repave Taylor Rd will be shared evenly between the City of McAllen and the City of Mission.

A separate change order for the project labor to Cutler Repaving is presented under separate cover. Combined the project has a total cost of \$3,273,481.60.

OPTIONS

Approve or disapprove Change Order No. 2

RECOMMENDATION

Staff recommends approval of Change Order No. 2 in the add amount of \$276,934.10 for a revised overall contract amount of \$1,614,927.60, subject to a budget amendment and Interlocal Agreement with the City of Mission.

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

CONTRACTOR: Upper Valley Materials

				ORIGINAL BID AMOUNT		CHANGE ORDER #1		CHANGE ORDER #2		REVISED AMOUNT	
Item No.	Description	Unit	Unit Price	QTY	Cost	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	\$ 36,521.80	4034	\$ 276,934.10	22,224	\$ 1,525,677.60
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		\$ 276,934.10		\$ 1,614,927.60

Original Contract	\$	1,301,471.70	100.00%
Change Order No. 1	\$	36,521.80	2.81%
Change Order No. 2	\$	276,934.10	21.28%
Revised Contract	\$	1,614,927.60	124.08%



LEGEND

- STREET REPAVING 2013
- STREETS ADD WITH CHANGE ORDER # 2

CITY OF McALLEN
ENGINEERING DEPARTMENT

STREET REPAVING 2013

SCALE:	HORZ: 4000'
DATE:	01/31/13
REVISIONS	
1.	
2.	
3.	
SHEET NO.	1 OF 1

H:\Engineering_Elita\Projects\2012-12-1042_Single_Machine_Repaving_2012-2013\CADD\Exhibits\EMWB_OverallMap & Overlay_4.dgn
 2/6/2013

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 3P
DATE SUBMITTED 02/01/13
MEETING DATE 02/11/13

1. Agenda Item: Demolition of Former Sam Houston Elementary and the Old Central Fire Station – Award of Contract

2. Party Making Request: Engineering Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of: 1) award of contract for Project "A" (Former Sam Houston Elementary) to the lowest, responsive, responsible bidder, R.L. Abatement in the amount of \$233,900.00 to be completed within 40 days. 2) award of contract for Project "B" (Old Central Fire Station) to the lowest, responsive, responsible bidder, Camacho Demolition, LLC, in the amount of \$24,000.00 to be completed within 20 days.

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

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

Budgeted: \$ 150,000.00

110 8702 466 66 99 ID# NP1304 \$ 75,000.00

300 8716 416 66 99 ID# NP1301 \$ 75,000.00

Low Bids:

Project "A" \$ 233,900.00

Project "B" \$ 24,000.00

Total: \$ 257,900.00

Over Budget by: \$ 107,900.00

6. Alternate Option/Costs The City Commission may elect to reject bids and re-advertise the project.

7. Routing:

NAME/TITLE INITIAL DATE CONCURRENCE

a.) Yvette Barrera, PE, City Engineer YB 2/7/13 yes

b.) Sandra Zamora, Director of Purchasing _____ _____ _____

c.) J.W. Dale, Director of Finance _____ _____ _____

d.) Roy Rodriguez, Assistant City Mngr. _____ _____ _____

8. Staff Recommendation: Staff recommends approval of contracts to the low bidders of each Project: 1) Project "A" - RL Abatement in the amount of \$ 233, 900.00 and 2) Project "B" - Camacho Demolition LLC in the amount of \$ 24,000.00.

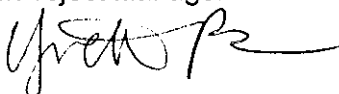
9. Advisory Board: Approved Disapproved None

10. City Attorney: Approved Disapproved None

11. Manager's Recommendation: Approved Disapproved None



CITY OF MCALLEN
DEPARTMENT OF ENGINEERING
MEMORANDUM

To: Mike R. Perez, City Manager
From: Victor Gonzalez, Architectural Coordinator/Project Manager
Through: Yvette Barrera, P.E., CFM, City Engineer 
Date: February 6, 2013
Subject: **Award of Contract – Demolition of Former Sam Houston Elementary (Project “A”) and the Old Central Fire Station (Project “B”)**

Goal

City staff intends award of contract for asbestos abatement and general demolition of the Former Sam Houston Campus site and the Old Central Fire Station, to the two low, responsive, responsible bidders.

Brief Explanation

On February 6, 2013 the Purchasing and Contracting Department received five (5) bid proposals for the above referenced project. The five bidders are identified in the attached spreadsheet. The project consists of asbestos abatement and general demolition of all building foot prints (above grade and below), flat work as shown on the drawings and then grading and seeding.

Bids ranged from \$ 233,900 to \$ 400,000 on Project “A” and from \$ 24,000 to \$ 69,003 on Project “B”. The perceived low bidder for Project “A” (Former Sam Houston Elementary) proposes to be complete within 40 working/calendar days. The perceived low bidder for Project “B” (Old Central Fire Station) proposes to be complete within 20 working/calendar days. A copy of the bid tabulation is attached for your review and consideration.

Options:

- 1.) The City Commission may choose to award contracts to the lowest, responsive, responsible bidders.
- 2.) The Commission may choose to reject bids and re-advertise the project.

Recommendation – The Engineering Department staff recommends award of contracts to the low bidders of each Project; 1) Project “A” – RL Abatement in the amount of \$ 233,900.00 to be completed within 40 days and 2) Project “B” – Camacho Demolition LLC in the amount of \$ 24,000.00 to be completed within 20 days.



BID OPENING: FEBRUARY 06, 2013 AT 4:00 PM
 LOCATION: Conference Room

PROJECT NO. 02-13-C09-211 PROJECT " A " - DEMOLITION OF OLD SAM HOUSTON ELEMENTARY; PROJECT " B " - DEMOLITION OF OLD CENTRAL FIRE STATION

BIDDERS :	R.L. ABATEMENT WESLACO, TX	CAMACHO DEMOLITION LLC CORPUS CHRISTI, TX	LaSALLE AFFORDABLE BUILDERS, LLC SAN ANTONIO, TX	J.T.B. SERVICES INC. HOUSTON, TX	SOUTH PLAINS CONTRACTING, INC. ADKINS, TX
BASE BID: PROJECT "A" - FORMER SAM HOUSTON ELEMENTARY - ABATEMENT DEMOLITION - TOTAL FOR REMOVAL AND DISPOSAL OF APPROXIMATELY 37,000 SQUARE FEET OF ASBESTOS TILE AND MASTIC, 2,800 SQUARE FEET OF ASBESTOS CHALK BOARDS AND 3,000 LINEAR FEET OF ASBESTOS PIPE INSULATION AND OTHER COMPONENTS AS MAY BE DESCRIBED IN THE APPLICABLE ASBESTOS SURVEY REPORT.	\$49,900.00	\$82,000.00	\$65,000.00	\$111,285.00	\$80,000.00
BASE BID: PROJECT "A" - FORMER SAM HOUSTON ELEMENTARY - GENERAL DEMOLITION - TOTAL DEMOLITION AND DISPOSAL OF APPROXIMATELY 96,000 SQUARE FEET OF BUILDING FOOT PRINT TO INCLUDE BELOW-GRADE STRUCTURES TO A DEPTH OF 3 FEET.	\$184,000.00	\$191,000.00	\$245,120.00	\$210,000.00	\$320,000.00
PROJECT "A" - NO. OF DAYS TO COMPLETE THE ABATEMENT DEMOLITION AFTER NTP	15	45	10	22	30
PROJECT "A" - NO. OF DAYS TO COMPLETE THE GENERAL DEMOLITION AFTER NTP	25	75	35	60	90
TOTAL FOR PROJECT " A "	\$233,900.00	\$273,000.00	\$310,120.00	\$321,285.00	\$400,000.00
BASE BID: PROJECT "B" - OLD CENTRAL FIRE STATION - ABATEMENT DEMOLITION - TOTAL FOR REMOVAL AND DISPOSAL OF ASBESTOS CEILING TEXTURE AND ASBESTOS PIPE INSULATION ABOVE CEILING.	\$1,300.00	\$4,000.00	\$1,300.00	\$8,970.00	\$4,000.00
BASE BID" PROJECT "B" - OLD CENTRAL FIRE STATION - GENERAL DEMOLITION - TOTAL DEMOLITION AND DISPOSAL OF APPROXIMATELY 12,177 SQUARE FEET OF BUILDING FOOT PRINT TO INCLUDE PIERS OF DEPTHS TO 6 FEET OF VARIOUS DIAMETERS AND ALL OTHER BELOW-GRADE STRUCTURES TO A DEPTH OF 3 FEET.	\$49,600.00	\$20,000.00	\$32,077.19	\$60,033.00	\$44,000.00
PROJECT "B" - NO. OF DAYS TO COMPLETE THE ABATEMENT DEMOLITION AFTER NTP	3	5	45	5	5
PROJECT "B" - NO. OF DAYS TO COMPLETE THE GENERAL DEMOLITION AFTER NTP	10	15	120	24	15
TOTAL FOR PROJECT " B "	\$50,900.00	\$24,000.00	\$33,377.19	\$69,003.00	\$48,000.00
GRAND TOTAL PROJECT "A" AND "B"	\$284,800.00	\$297,000.00	\$343,497.19	\$390,288.00	\$448,000.00
BID BOND	SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
ADDENDUM	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	NOT ACKNOWLEDGED

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 3Q
DATE SUBMITTED 02/07/13
MEETING DATE 02/11/13

1. Agenda Item: **Public Safety Building / Northwest Police Community Network Center – Additions and Renovations – Approval of Schematic Designs and Authorization to proceed with Design Development Phases**

2. Party Making Request: Police / Engineering Departments

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

Consideration and approval of Schematic Design Phases for both projects an authorization to move into the Design Development Phases for the projects.

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

5. Budgeted: X Yes No N/A Account No.: 300 8708 426 66 10 ID# BB1302

6. Alternate Option/Costs N/A

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
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a.) <u>Victor Rodriguez, Chief of Police</u>	<u>VR</u>	<u>02.07.13</u>	<u> </u>
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b.) <u>Sandra Zamora, CPM, Dir. of P & C</u>	<u> </u>	<u>02.07.13</u>	<u> </u>
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c.) <u>J.W. Dale, Director of Finance</u>	<u> </u>	<u>02.07.13</u>	<u> </u>
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d.) <u>Roy Rodriguez, Assistant City Mngr.</u>	<u> </u>	<u>02.07.13</u>	<u> </u>
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8. Staff Recommendation: **Staff recommends approval of Schematic Design Phase in order to proceed with the Design Development Document Phase for both Projects.**

9. Advisory Board: Approved Disapproved None

10. City Attorney: Approved Disapproved GH None

11. Manager's Recommendation: Approved Disapproved MRP None

To: Mike R. Perez, City Manager

From: Victor Gonzalez, Project Manager

Through: Chief Victor Rodriguez

Date: February 7, 2013

Subject: Public Safety Building / Northwest Police Community Network Center – Additions and Renovations - Consideration /Approval of Schematic Designs and Authorization to proceed with Design Development Phases

GOAL

Consider and approve the Schematic Design Phases of both projects and authorize movement into Design Development Phase for each.

EXPLANATION

Milnet Architectural Services has requested, in accordance with the contract, approval of the Schematic Design Phase and Authorization to proceed into Design Development Documents Phase. The cost for both new construction and renovated spaces (Public Safety Building) is estimated at a total of \$2,580,443. This number does not include a cost for furnishings or equipment but does include limited security and access control infrastructure.

The Cost for new construction at the Northwest Police Community Network Center is currently estimated at \$371,341. This number includes a half-mile multi surface 8 to 10 foot track and fencing as depicted in the attached drawings. A cost estimate is attached for each of the projects as are the Phase Approval Forms.

OPTIONS

1. Approve Schematic Design.
2. Disapprove Schematic Design in favor of further space considerations.

RECOMMENDATION

Staff recommends approval of the Schematic Design Phases for both projects and recommends authorization to continue with the Design Development Document Phase in each case.

City of McAllen

Public Safety Building

Preliminary Cost Projections

- February 8, 2013

Phase Approval

Schematic Design Phase

LAND COST

\$ -

CONSTRUCTION:

- General Construction, Site Improvements, Renovations
 Insurances, GC overhead/profit
 Building Permit and Review Fees
 Sub-Total
 Design Contingency
- Sub-Total
- Inflation
- Sub-Total
- Furniture, Fixtures & Equipment (by City)
- Contingency (by City)
 Computers & IT
 Audio Visual Equipment
- Total Construction Cost

			\$2,227,188
			\$233,589
			\$9,548
			\$2,470,324
		\$	110,119
			\$2,580,443
	3%	\$	77,413
			\$2,657,856
			\$126,000
\$ 2,783,856	3%	\$	83,516
			\$ 2,867,372

RELATED SOFT COSTS

- A/E Basic Services (Structural, MEP, landscaping and FFE)
- Reimbursables for Basic Services
- Other Consultants (Civil, A/V, Testing, etc.)
- Survey, Material Testing, etc. (by City)
 Sub-Total
- Sub-Total

\$ 2,867,372	7%	\$	200,716
		\$	15,000
		\$	10,000
\$ 2,657,856	1%	\$	26,579
		\$	252,295
		\$	3,119,667

ALTERNATE COST ITEMS - ORIGINAL BUDGET

Sub-Total \$0

			\$0
		\$	3,119,667

ALTERNATE COST ITEMS - WOW FACTOR

\$ -

ALTERNATE ITEMS SOFT COSTS

- A/E Basic Services (Structural, MEP, Landscaping)
- Other Consultants (Civil, A/V)

\$ -
\$ -

TOTAL PROJECT COSTS (Excluding Land Cost)

\$ 3,119,667

TOTAL PROJECT COSTS

\$ 3,119,667

EXHIBIT "A"
PHASE APPROVAL FORM

DATE: December 8, 2008

TO: MILNET ARCHITECTURAL SERVICES
Attn.: Mr. Rodolfo R. Molina, AIA

RE: PHASE APPROVAL
McAllen Public Safety Building
Additions and Renovations

APPROVED: Schematic Design Services reference Article 1.1 of Owner/Architect Agreement

By execution of this document, you are hereby authorized to proceed with the Design Development Phase of Part 2, Basic Services for the Project. This authorization is made after our meeting of February 11, 2013 at which review of the Schematic Design as prepared by Milnet Architectural Services were made.

 x No Exceptions
 Exceptions

The estimated Schematic Design Services Construction Cost Budget is authorized to remain at Two Million Five Hundred Thousand Dollars (\$2,500,000).

OWNER:

By: _____
Title/Date: _____

ABBREVIATIONS

ABV above	FIN finish (ed)	OBS obacure
AFF above finish floor	FFE finished floor elevation	OC on center (s)
ASC above suspended ceiling	FFL finished floor line	OP opaque
ACC access	FA fire alarm	OPS opening
ACFL access floor	FBRK fire brick	OJ open-web joint
AP access panel	FE fire extinguisher	OPP opposite
AC acoustical	FEZ fire extinguisher cabinet	OPH opposite hand
ACPL acoustical plaster	FHS fire hose station	OS opposite surface
ACT acoustical tile	FPL fireplace	OD outside diameter
ACR acrylic plastic	FP fireproof	OHMS overhead machine screw
ADD addendum	FRC fire-resistant coating	OHMS overhead wood screw
ADH adhesive	FRT fire-retardant	OA overall
ADJ adjacent	FLG flashing	OH overhead
ADJT adjustable	FHMS flathead machine screw	PNT paint (ed)
AGG aggregate	FHWS flathead wood screw	PNL panel
A/C air conditioning	FLX flexible	PB panic bar
ALT alternate	FLR floor (ing)	PTD paper towel dispenser
AL aluminum	FLOO floor cleansuit	PTR paper towel receptor
ANC anchor, anchorage	FD floor drain	PAR parallel
AB anchor bolt	FPL floor plate	PK parking
ANOD anodized	FLUR fluorescent	PSD particle board
APX approximate	FJT flush joint	PTN partition
ARCH architect (ural)	FTG footing	PV pave (d), (ing)
AD area drain	FRG forged	PVMT pavement
ASB asbestos	FND foundation	PERF perforate (d)
ASPH asphalt	FRA fresh air	PERI perimeter
AT asphalt tile	FSD full size	PLAM plastic laminate
AUTO automatic	FBO furnished by others	PL plate
BP back plaster (ed)	FUR furred (ing)	PG pite glass
BSMT basement	FUT future	PWD plywood
BRG bearing	GA gage, gauge	PT point
BRL bearing plate	GI galvanized	PVC polyvinyl chloride
BJT bed joint	GV galvanized iron	PE porcelain enamel
BM bench mark	GP galvanized pipe	PTC post-tensioned concrete
BEL below	GSS galvanized steel sheet	PCF pounds per cubic foot
BET between	GKT gasket (ed)	PFL pounds per linear foot
BVL beveled	GC general contract (or)	PSF pounds per square foot
BIT bituminous	GL glass block	PSI pounds per square inch
BLK block	GLF glass fiber	PCC precast concrete
BLKG blocking	GCMU glazed concrete masonry units	PFB prefabricate (d)
BD board	GST glazed structural tile	PRF preformed
BDW both ways	GB grab bar	PSC prestressed concrete
BOT bottom	GD grade, grading	PL property line
BRK brick	GRN granite	PT quarry tile
BRZ bronze	GVL gravel	QTT rabbet, rebate
BLDG building	GF ground face	RAD radius
BUR built up roofing	GT grout	RL roll (ing)
BBD bulletin board	GPDW gypsum dry wall	RWC rainwater conductor
CAB cabinet	GPL gypsum lath	REF reference
CAD cadmium	GPPFL gypsum plaster	RFL reflect (ed),(ve)(or)
CPT carpet (ed)	GPT gypsum tile	REFR refrigerator
CSMT csement	HH handhold	REG register
CI cast iron	HBD hardboard	RE reinforce (s), (ing)
CIPC cast-in-place concrete	HWD hardwood	RCP reinforced concrete pipe
CST cast stone	HJT head joint	REM remove
CB catch basin	HWR header	RES resilient
CK calk (ing) caulk (ing)	HTG heating	RET return
CLG ceiling	HVAC heating/ventilation/air conditioning	RA return air
CHT ceiling height	HD heavy duty	REV reverse (side)
CEM cement	HT height	RV revision (s), (revised)
CPL cement plaster (portland)	HX hexagonal	RH right hand
CM centimeter (s)	HES high early-strength	ROW right of way
CER ceramic	HHC hollow core	R riser
CT ceramic tile	HM hollow metal	RVT rivet
CKBD chalkboard	HK hook (s)	RD roof drain
CHAM chamfer	HR horizontal	RFH roof hatch
CR chromium (plated)	HB hose bibb	RM room
CIR circle	HWH hot water heater	RO rough opening
CLR clear (ance)	INCN incinerator	RB rubber base
CLS closure	INCL include (d), (ing)	RBT rubber tile
COL column	ID inside diameter	RBL rubber stone
COMB combination	INS insulate (d), (ion)	SFGL safety glass
COMPT compartment	INSF insulating concrete	SCH schedule
COMPO composition (composite)	INT interior	SCN screen
COMP compress (ed), (ion), (ible)	ILK interlock	SEL sealant
CONC concrete	IM intermediate	SEC seating
CMU concrete masonry unit	INV invert	SSK service sink
CK connection	IPS iron pipe size	SHT sheathing
CONST construction	JC junior's closet	SHT sheet
CONT continuous or continue	JT joint	SG sheet glass
CONTR contract (or)	JF joint filler	SH shelf, shelving
CLL contract limit line	J joint	SHD shore (d), (ing)
CJT control joint	JK joint	SM simlar
CPR copper	KCPK keene's cement plaster	SKL skylight
CS corner guard	KIT kitchen	SL sleeve
CORR corrugated	KNO knock-out	SC solid core
CIR counter	LBL label	SP sound proof
CFL counterflashing	LAB laboratory	S south
CIS countersink	LAD ladder	SPC spacer
CTS countersunk screw	LB lag bolt	SFK spacer
CRS course (s)	LAM laminate	SPL special
CRG cross grain	LAV lavatory	SPEC specification(s)
CFT cubic foot	LH left hand	SQ square
CYD cubic yard	L length	SST stainless steel
CDR damper	LT light	STD standard
DP dampproofing	LC light control	STA station
DL dead load	LP lightproof	ST steel
DEM demolish, demolition	LW lightweight	STO storage
DMT demountable	LWC lightweight concrete	SD storm drain
DEP depressed	LMS limestone	STR structure
DLT detail	LTL lintel	SCT structural clay tile
DIAG diagonal	LL live load	SUS suspended
DIAM diameter	LVR louver	SYM symmetry (cal)
DIM dimension	LPT low point	SYN synthetic
DPR dispenser	MB machine bolt	SYS system
DIV division	MI malleable iron	TCKBD tackboard
DR door	MFR manufacture (er)	TKS tackstrip
DA double acting	MAS masonry	TEI telephone
DH double hung	MO masonry opening	TV television
DTA dovetail anchor	MTL material (s)	TC terra cotta
DTS dovetail anchor slot	MTR manufacture (er)	TZ terrazzo
DS downspout	MECH maximum	THK thick (ness)
D drain	MC medicine cabinet	THR threshold
DRB drainboard	MED medium	TPTN toilet partition
DT drain tile	MBR member	TPD toilet paper dispenser
DWR drawer	MMB membrane	TOL tolerance
DWG drawing	MET metal	T&G tongue and groove
DF drinking fountain	MFD metal floor decking	TSL top of slab
DW dumbwaiter	MFR metal roof decking	TST top of steel
E each face	MM maximum	TW top of wall
E east	MIN minimum	TB towel bar
ELEC electric (al)	MIR mirror	TR transom
EP electrical panelboard	MISC miscellaneous	TRD tred opening
EW electric water cooler	MOD modular	TRP typical
EL elevation	MOLD molding, moulding	UC undercut
ELEV elevator	MOP mop receptor	UNF unfinished
EMER emergency	MOUNT mount (ed), (ing)	UR urinal
ENC enclosure (ure)	MOV movable	VJ v-joint
EQ equal	MULL mullion	VB vapor barrier
EQP equipment	NL nailable	VAR varnish
ESC escalator	NAT natural	VNR veneer
EST estimate	NI nickel	VRM vermiculite
EXCA excavate	NR noise reduction	VERT vertical
EXH exhaust	NRC noise reduction coefficient	VG vertical grain
EXG existing	NOM nominal	VIN vinyl
EXMP expanded metal plate	NOM nonmetallic	VAT vinyl asbestos tile
EB expansion bolt	N North	VB vinyl base
EXP exposed	NT not in contract	VF vinyl fabric
EXT exterior	NTS not to scale	VT vinyl tile
EXS extra strong		WSCT wainscot
FB face brick		WTW well to wall
FCC face of concrete		WH wall hung
FDF face of finish		WC water closet
FOM face of masonry		WP waterproofing
FOS face of studs		WR water repellent
FF factory finish		WS waterstop
FAS fasten fastener		WWF welded wire fabric
FBD fiberboard		W west
FN fence		WHB wheel bumper
FGL fiberglass		W width, wide
		WIN window
		WG wired glass
		WM wire mesh
		WO without
		WD wood
		WB wood base
		WPT working point
		WI wrought iron

CITY OF McALLEN

MCALLEN PUBLIC SAFETY BUILDING

ADDITION AND RENOVATIONS

SCHEMATIC DESIGN SET

GENERAL NOTES

- ALL CONSTRUCTION INCLUDING MATERIAL AND WORKMANSHIP, SHALL CONFORM TO THE 2003 INTERNATIONAL BUILDING CODE.
- ALL ASTM STANDARDS LISTED HERE WITHIN, SHALL BE AS REFERENCED IN THE LATEST ISSUE OF THE ANNUAL BOOK OF STANDARDS OF THE AMERICAN SOCIETY FOR TESTING AND MATERIALS.
- THE CONTRACTOR, SHALL FIELD VERIFY ALL DIMENSIONS, ELEVATIONS AND SITE CONDITIONS BEFORE BEGINNING WORK. THE ARCHITECT AND ENGINEER, SHALL IMMEDIATELY BE NOTIFIED OF ANY DISCREPANCIES. THE CONTRACTOR SHALL CAREFULLY STUDY AND COORDINATE THE MECHANICAL, PLUMBING, & ELECTRICAL SYSTEMS WITH THE ARCHT. WORK PRIOR TO INSTALLATION & SHALL NOTIFY THE ARCHITECT IN WRITING OF ALL APPARENT INCONSISTENCIES FOR CLARIFICATION.
- ALL OMISSIONS AND OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND SPECIFICATIONS, SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR ENGINEER. WORK SHOULD NOT PROCEED UNTIL A SOLUTION IS GIVEN BY THE ARCHITECT/ ENGINEER.
- IN CASE OF CONFLICTS BETWEEN GENERAL NOTES AND DETAILS, THE DETAILS, SHALL TAKE PRECEDENCE OVER THE GENERAL NOTES. TYPICAL DETAILS, SHALL BE USED WHENEVER APPLICABLE.
- IF A SPECIFIC DETAIL IS NOT SHOWN FOR ANY PART OF WORK, THE CONSTRUCTION, SHALL BE THE SAME AS FOR SIMILAR WORK.
- COORDINATE FOUNDATION PLANS AND MECHANICAL DRAWINGS, FOR ALL OPENINGS, INSERTS AND OTHER RELATED ITEMS.
- THE CONTRACTOR, SHALL VERIFY FIELD DIMENSIONS AND CONDITIONS BEFORE COMMENCING, ENGINEER, SHALL BE NOTIFIED OF CONFLICT OF DISCREPANCIES.
- DIMENSIONS ARE TO FINISH FACE OF WALLS UNLESS NOTED OTHERWISE.
- ADDITIONAL MISCELLANEOUS STEEL ITEMS NOT SHOWN ON STRUCTURAL DRAWINGS MAY BE REQUIRED. GENERAL CONTRACTOR AND FABRICATOR SHALL COORDINATE ALL REQUIREMENTS AND SHALL NOTIFY THE ARCHITECT IN WRITING OF ALL APPARENT INCONSISTENCIES FOR CLARIFICATION.
- DO NOT DIMENSION THESE DRAWINGS. ANY DIMENSIONS, QUESTIONS, SHOULD BE DIRECTED TO THE ARCHITECT OR ENGINEER.

McALLEN BOARD OF COMMISSIONERS

SCOTT CRANE
 MARCUS BARRERA
 HILDA SALINAS
 AIDA RAMIREZ
 JOHN INGRAM
 JIM DARLING
 RICHARD F. CORTEZ

COMMISSIONER DISTRICT 1
 COMMISSIONER DISTRICT 2
 COMMISSIONER DISTRICT 3
 COMMISSIONER DISTRICT 4
 COMMISSIONER DISTRICT 5
 COMMISSIONER DISTRICT 6
 MAYOR

SYMBOLS

	ELEVATION SYMBOL
	SECTION/DETAIL SYMBOL
	WALL TYPE SYMBOL
	WINDOW SYMBOL
	ROOM NAME & NUMBER SYMBOL
	FINISH NUMBER
	DOOR SYMBOL

INDEX OF DRAWINGS

A0.0	INDEX/LEGEND SHEET
AS1.1	SITE PLAN
A1.0	FIRST FLOOR - ADDITION & RENOVATIONS
A1.1	SECOND FLOOR - ADDITION & RENOVATIONS
A2.0	EXTERIOR ELEVATIONS

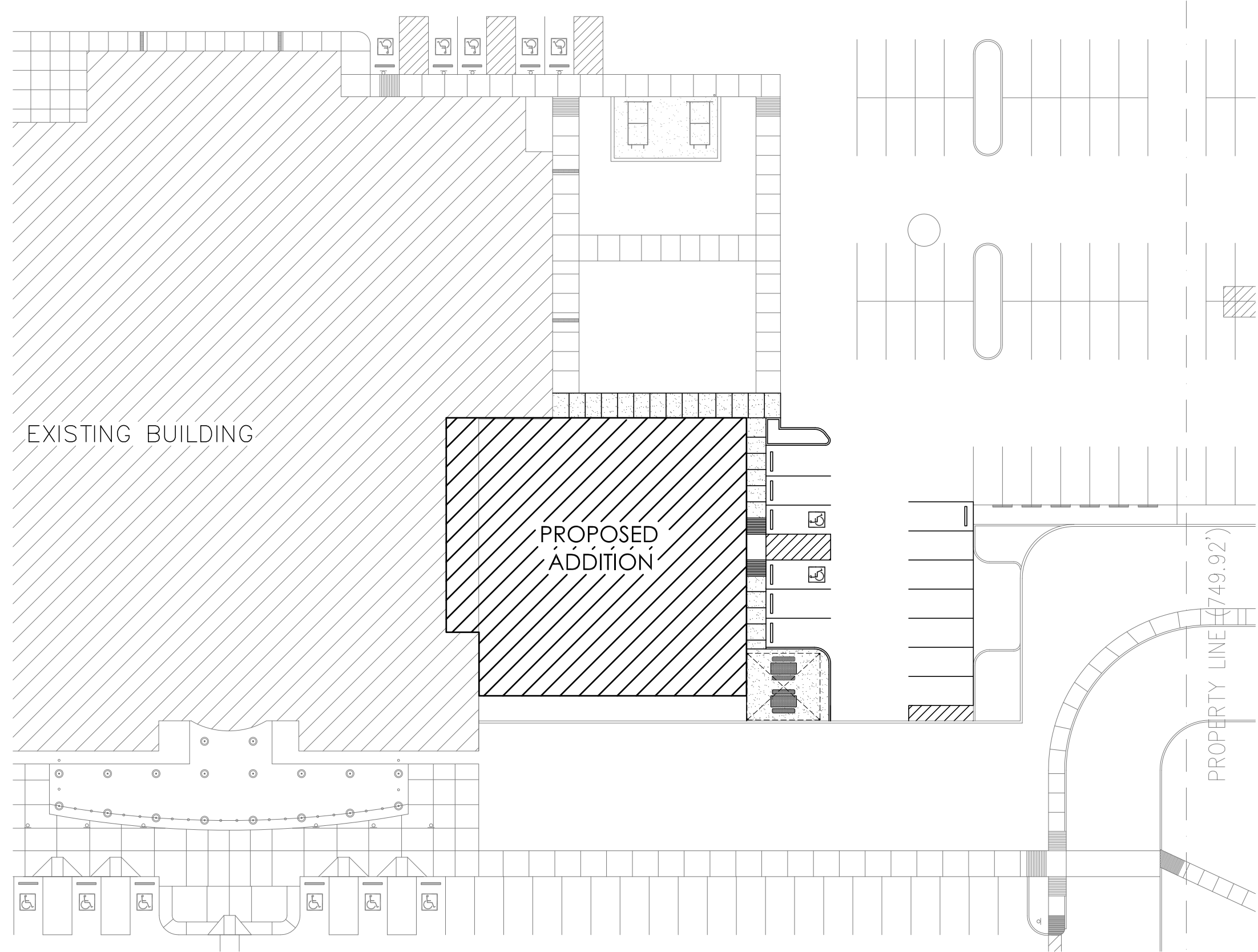
PROJECT CONTACTS

OWNER:	CITY OF McALLEN 1300 HOUSTON AVE. McALLEN, TX. 78501
ARCHITECT:	MILNET ARCHITECTURAL SERVICES 608 S. 12th STREET McALLEN, TEXAS 78501 (956) 688-5656 (956) 687-9289 FAX
M.E.P.:	EDWARD PUENTES, P.E. DBR ENGINEERING CONSULTANTS 200 SOUTH 10th ST, SUITE 901 McALLEN, TEXAS 78501 (956) 683-1640 (956) 683-1903 FAX
STRUCTURAL:	SOLORIO & ASSOCIATES 108 W. 18TH ST MISSION, TEXAS 78572 (956) 631-1500 (956) 584-7407 FAX



PRELIMINARY SCHEMATIC DESIGN
 McALLEN PUBLIC SAFETY BLDG
 ADDITIONS & RENOVATIONS
 McALLEN, TX

PROJECT NUMBER	212014
DATE	FEBRUARY 07, 2013
PRELIMINARY	
SCHEMATIC DESIGN	
SHEET	A0.0
OF	



EXISTING BUILDING

PROPOSED ADDITION

PROPERTY LINE (749.92')

1 SITE PLAN - ENLARGED
SCALE: 1/16" = 1'-0"



PRELIMINARY
SCHEMATIC DESIGN

MCALLEN PUBLIC SAFETY BLDG
ADDITIONS & RENOVATIONS
MCALLEN, TX

PROJECT NUMBER
212014

DATE
FEBRUARY 07, 2013

PRELIMINARY
SCHEMATIC
DESIGN

S H E E T

AS1.1

OF



Minet
Architectural
Services

AMERICAN INSTITUTE OF ARCHITECTS

PRELIMINARY
SCHEMATIC DESIGN

MCALLEN PUBLIC SAFETY BLDG

ADDITIONS & RENOVATIONS

MCALLEN, TX

PROJECT NUMBER
212014

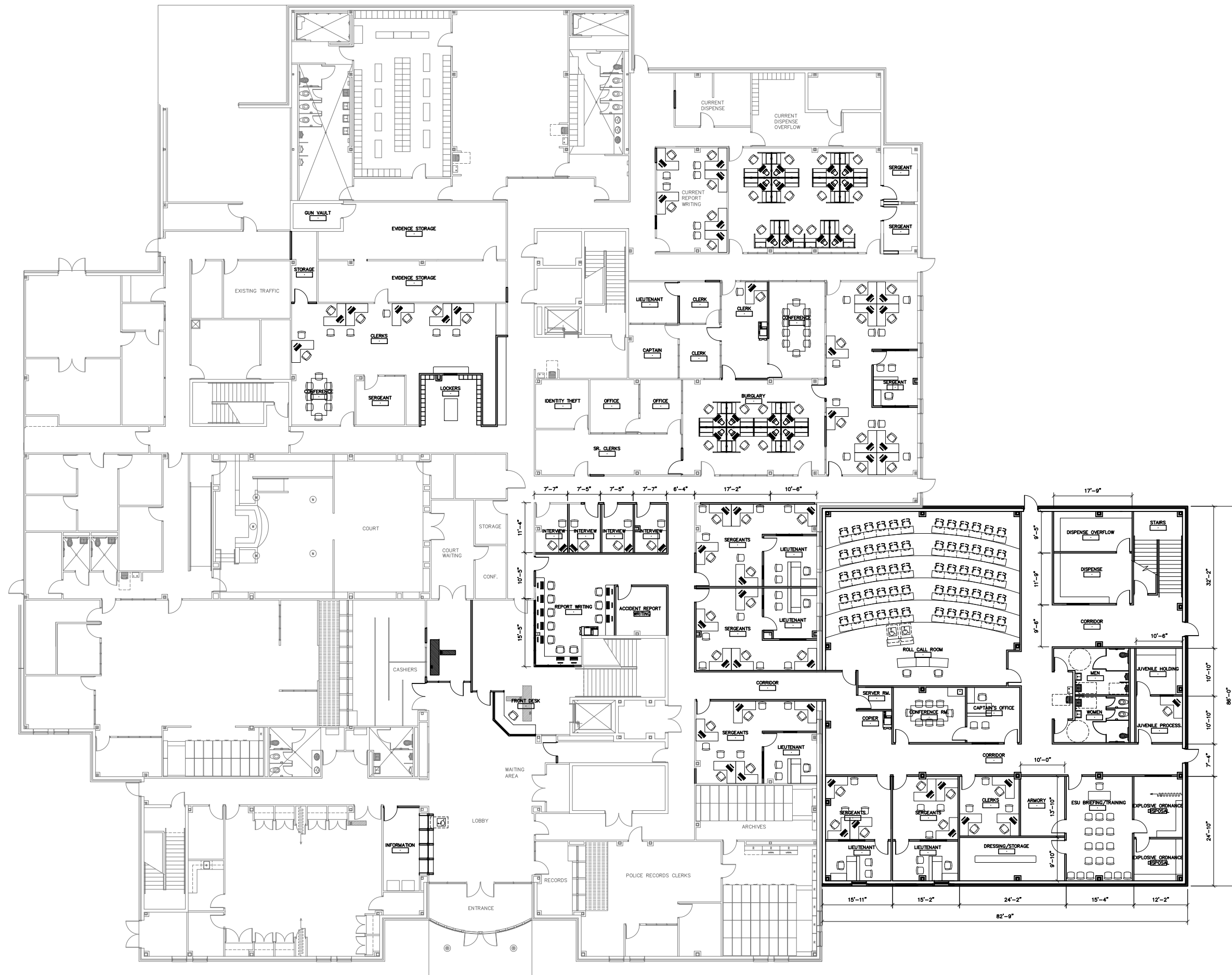
DATE
FEBRUARY 07, 2013

PRELIMINARY
SCHEMATIC
DESIGN

S H E E T

A1.0

OF



1 FIRST FLOOR
SCALE: NOT TO SCALE



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Architectural
Services

AMERICAN INSTITUTE OF ARCHITECTS

PRELIMINARY
SCHEMATIC DESIGN

MCALLEN PUBLIC SAFETY BLDG
ADDITIONS & RENOVATIONS
MCALLEN, TX

PROJECT NUMBER
212014

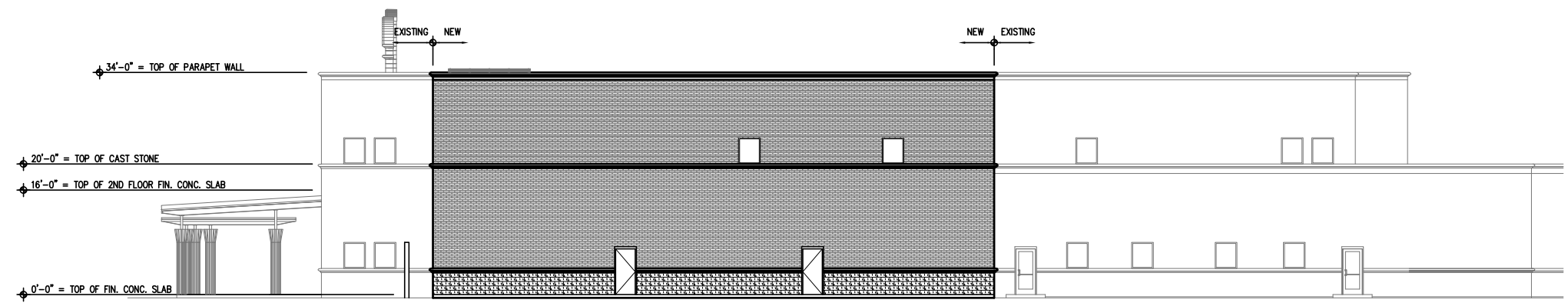
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FEBRUARY 07, 2013

PRELIMINARY
SCHEMATIC
DESIGN

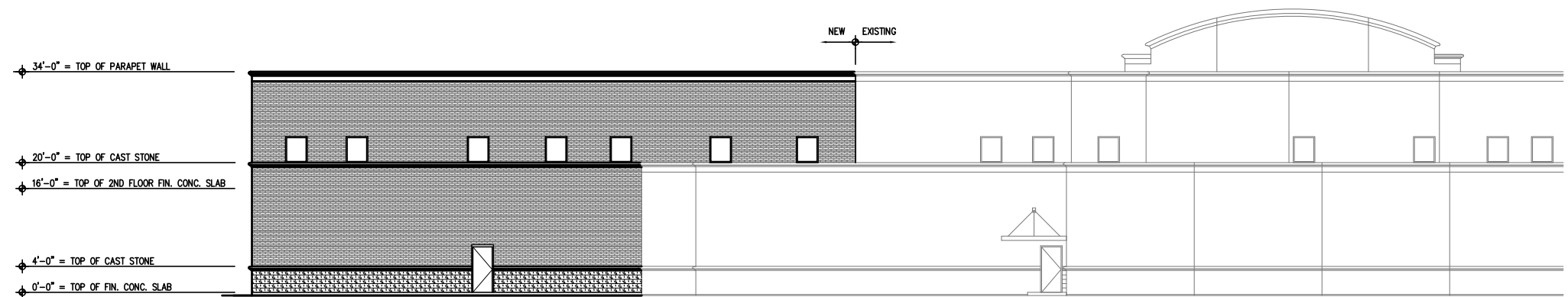
S H E E T

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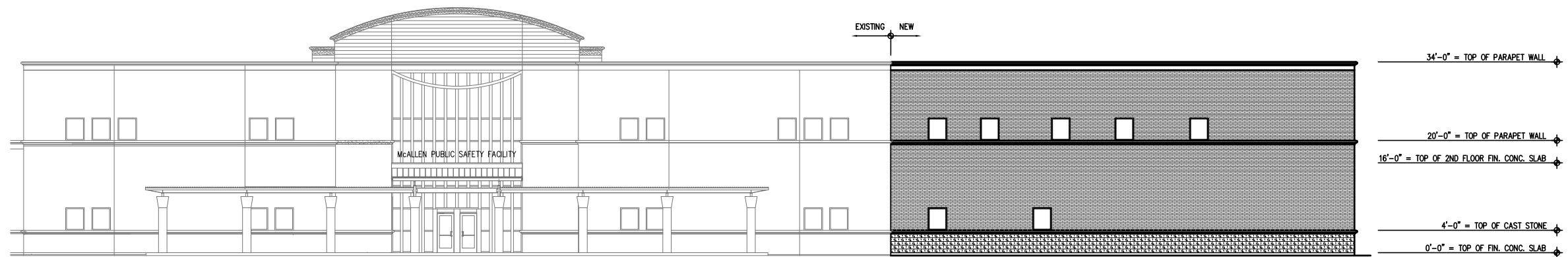
OF



3 NORTH ELEVATION
SCALE: 3/32" = 1'-0"



2 WEST ELEVATION
SCALE: 3/32" = 1'-0"



1 EAST ELEVATION
SCALE: 3/32" = 1'-0"

City of McAllen
ADDITIONS TO THE MCALLEN NORTHWEST POLICE
Preliminary Cost Projections - February 8, 2013

Phase Approval

Schematic Design Phase

LAND COST

\$ -

CONSTRUCTION:

- General Construction, Site Improvements
 - Insurances, GC overhead/profit
 - Building Permit and Review Fees
- Sub-Total
- Design Contingency
- Performance & Payments Bonds

- Sub-Total
- Inflation
- Sub-Total

- Furniture, Fixtures & Equipment Fence and track

- Contingency
 - Computers & IT
 - Audio Visual Equipment

- Total Construction Cost

			\$194,000
			\$22,800
			\$5,070
			\$221,870
		\$	11,650
			\$233,520
	3%	\$	7,006
			\$240,526
			\$120,000
\$ 360,526	3%	\$	10,816
			\$ 371,341
\$ 371,341	6.75%	\$	25,066
		\$	3,000
		\$	1,000
\$ 240,526	1%	\$	2,405
			\$ 31,471
			\$ 402,812
			\$0
			\$ 402,812
			\$ -
			\$ -
			\$ -
			\$ 402,812

RELATED SOFT COSTS

- A/E Basic Services (Structural, MEP, landscaping and FFE)
- Reimbursables for Basic Services
- Other Consultants (Civil, A/V, Testing, etc.)

- Survey, Material Testing, etc.
- Sub-Total

- Sub-Total (Excluding Land Cost)

ALTERNATE COST ITEMS - ORIGINAL BUDGET

Sub-Total \$0

ALTERNATE COST ITEMS - WOW FACTOR

ALTERNATE ITEMS SOFT COSTS

- A/E Basic Services (Structural, MEP, Landscaping and FFE)
- Other Consultants (Civil, A/V)

TOTAL PROJECT COSTS (Excluding Land Cost)

TOTAL PROJECT COSTS

\$ 402,812

EXHIBIT "A"
PHASE APPROVAL FORM

DATE: December 8, 2008

TO: MILNET ARCHITECTURAL SERVICES
Attn.: Mr. Rodolfo R. Molina, AIA

RE: PHASE APPROVAL
McAllen Northwest Police Community Network Center
Additions and Renovations

APPROVED: Schematic Design Services reference Article 1.1 of Owner/Architect Agreement

By execution of this document, you are hereby authorized to proceed with the Design Development Phase of Part 2, Basic Services for the Project. This authorization is made after our meeting of February 11, 2013 at which review of the Schematic Design as prepared by Milnet Architectural Services were made.

 x No Exceptions
 Exceptions

The estimated Schematic Design Services Construction Cost Budget is authorized to remain at Three Hundred Twenty Five Thousand Dollars (\$325,000).

OWNER:

By: _____
Title/Date: _____



Milnet
Architectural
Services

AMERICAN INSTITUTE OF ARCHITECTS

PRELIMINARY
SCHEMATIC DESIGN

ADDITIONS TO THE MCALLEN
NORTHWEST POLICE COMMUNITY
NETWORK CENTER
MCALLEN, TX.

PROJECT NUMBER
212015

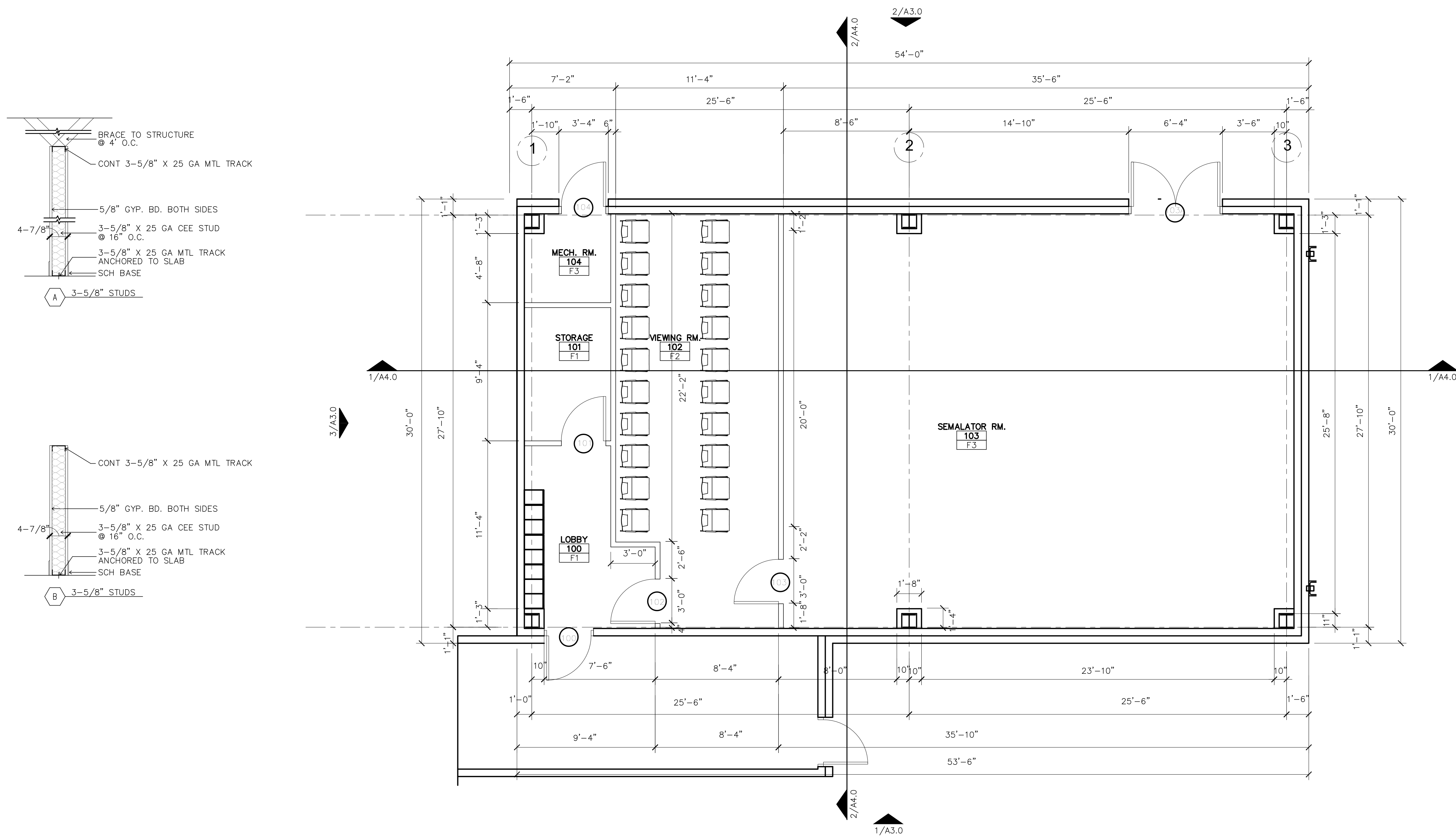
DATE
FEBRUARY 07, 2013

PRELIMINARY
SCHEMATIC
DESIGN

S H E E T

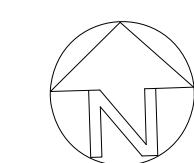
A1.0

OF

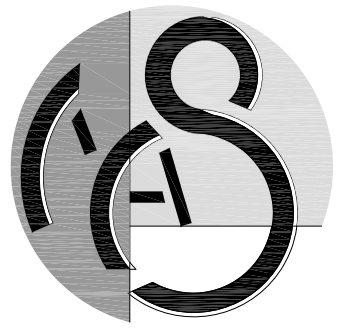


GENERAL NOTES:

1. RE: A7.0 FOR DOOR, WINDOW & FINISH SCHEDULES.
2. ALL PENETRATIONS IN TOP OR BOTTOM PLATES FOR PLUMBING OR ELECTRICAL RUNS TO BE SEALED. SEE ELECTRICAL PLANS FOR ADDITIONAL SPECIFICATIONS.
3. ALL DIMENSIONS TO FINISH FACE OF WALL.
4. ALL WALLS PAINTED W/EGGSHELL FINISH, U.N.O.
5. BUILDING MUST HAVE A PANEL BOX (LOCATION AS OF CITY CODES). RE: ELEC. DWGS.
6. ALL SMOKE FIXTURES ARE TO PLACED AS OF CITY CODES. RE: ELEC. DWGS.
7. ALL LIGHT FIXTURES ARE TO REVIEWED BY CONTRACTOR AND OWNER. RE: ELEC. DWGS.
8. ALL PARTITIONS ARE (A) U.N.O. RE: 2/A1.0
9. ROOM NO. FINISH NO.



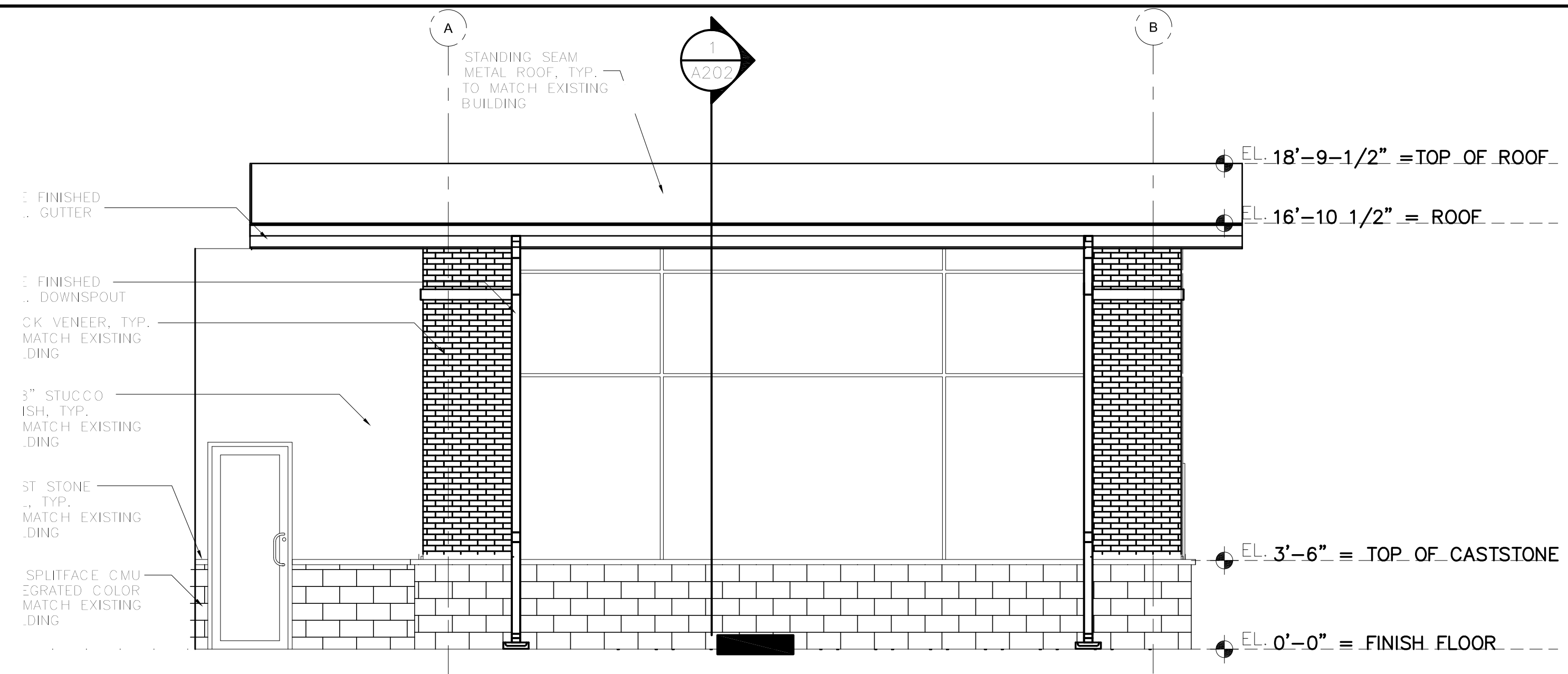
1 FIRST FLOOR PLAN
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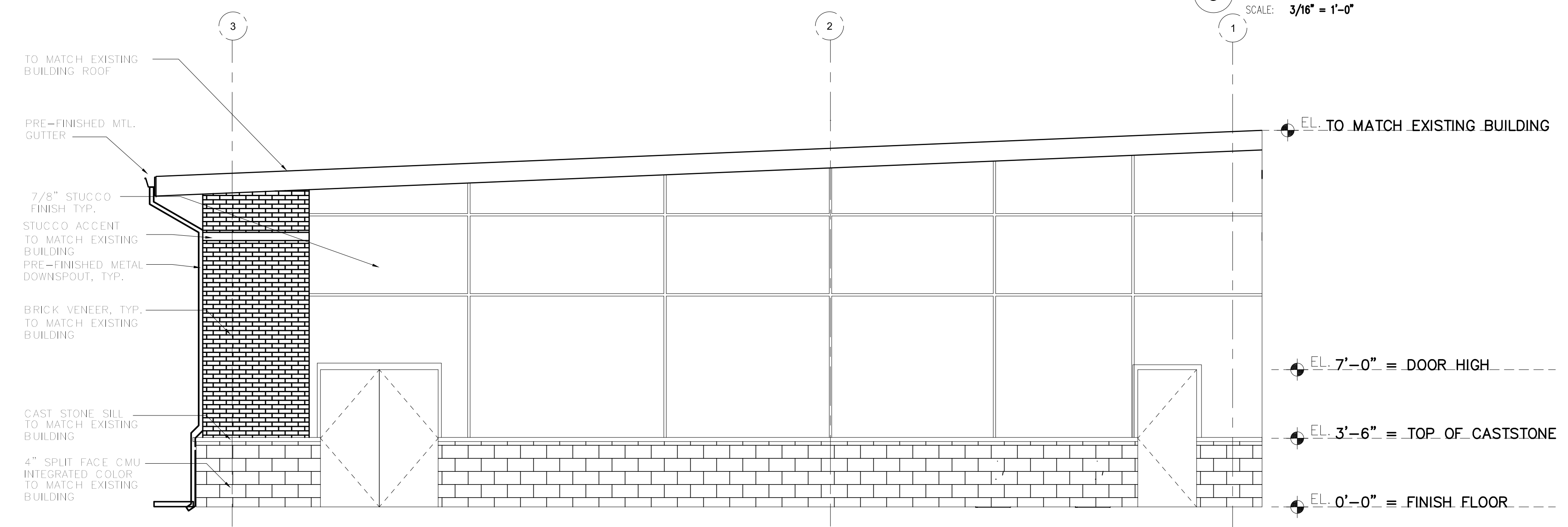
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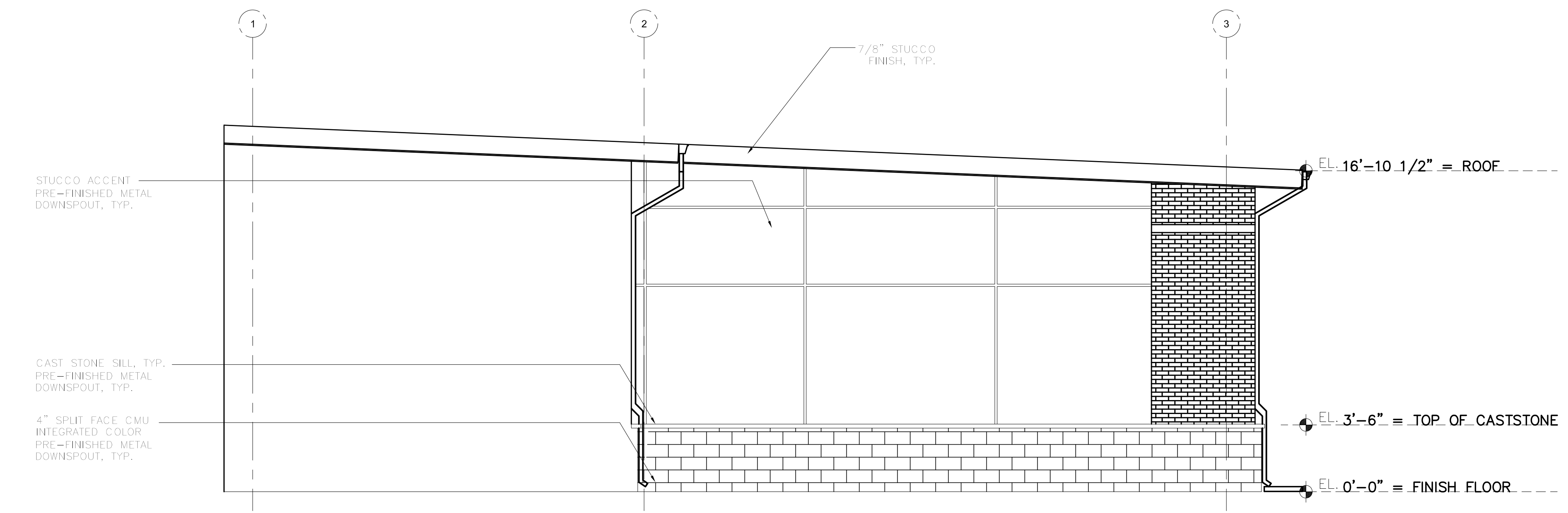
PRELIMINARY
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3 EAST ELEVATION
SCALE: 3/16" = 1'-0"



2 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



1 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

ADDITIONS TO THE MCALLEN
NORTHWEST POLICE COMMUNITY
NETWORK CENTER
MCALLEN, TX.

PROJECT NUMBER
212015

DATE
FEBRUARY 07, 2013

PRELIMINARY
SCHEMATIC
DESIGN

S H E E T
A2.0

OF



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PRELIMINARY
SCHEMATIC DESIGN

ADDITIONS TO THE MCALLEN
NORTHWEST POLICE COMMUNITY
NETWORK CENTER
MCALLEN, TX.

PROJECT NUMBER
212015

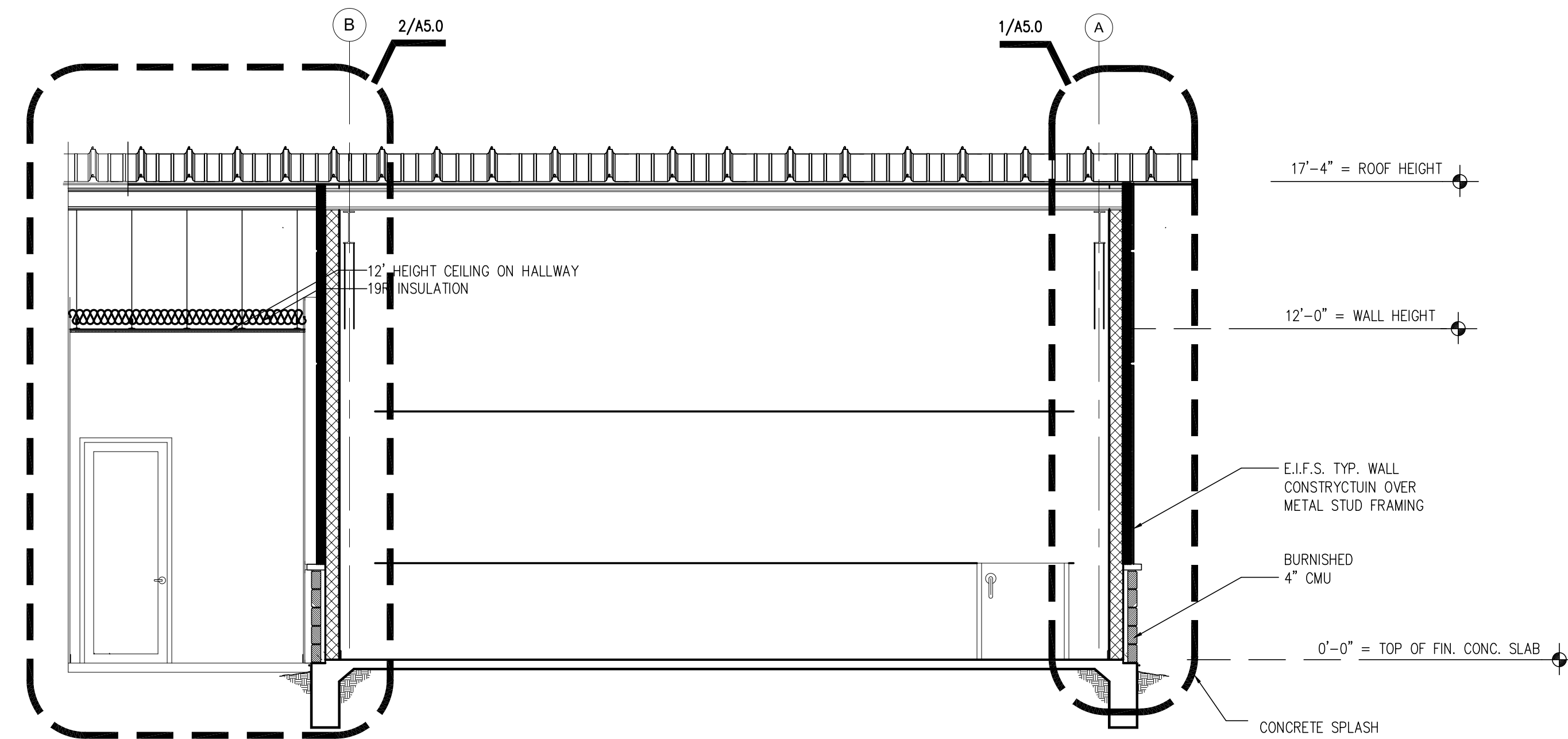
DATE
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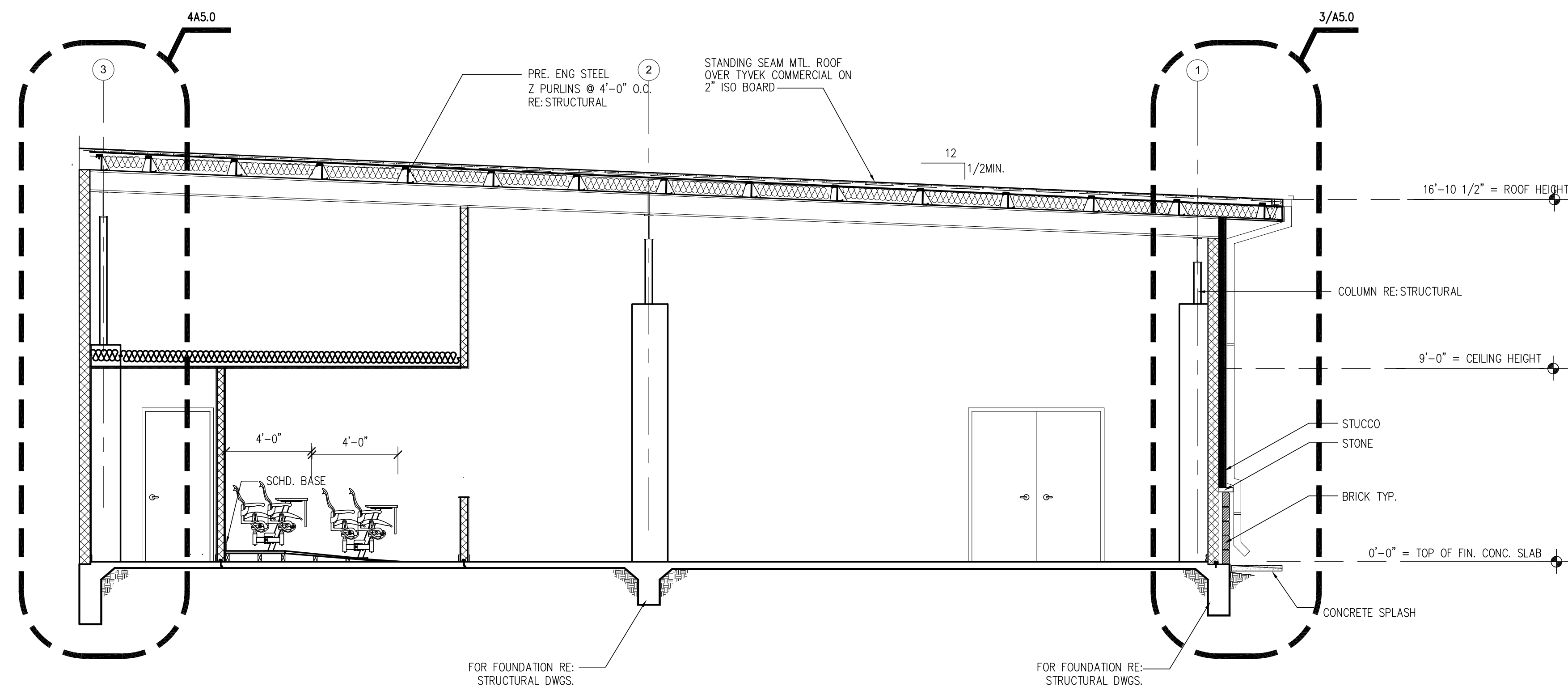
S H E E T

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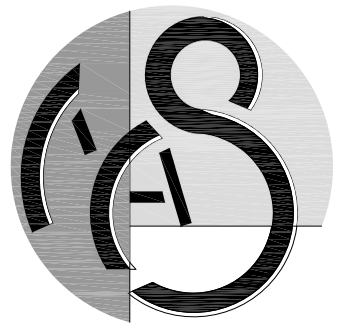
OF



2 BUILDING SECTION
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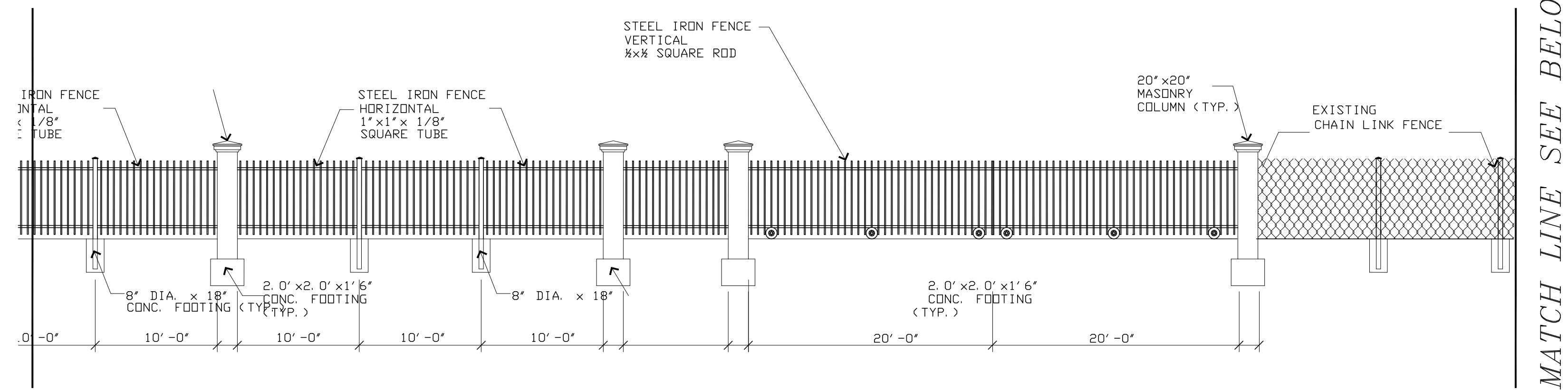
1 BUILDING SECTION
SCALE: 1/8"=1'-0"



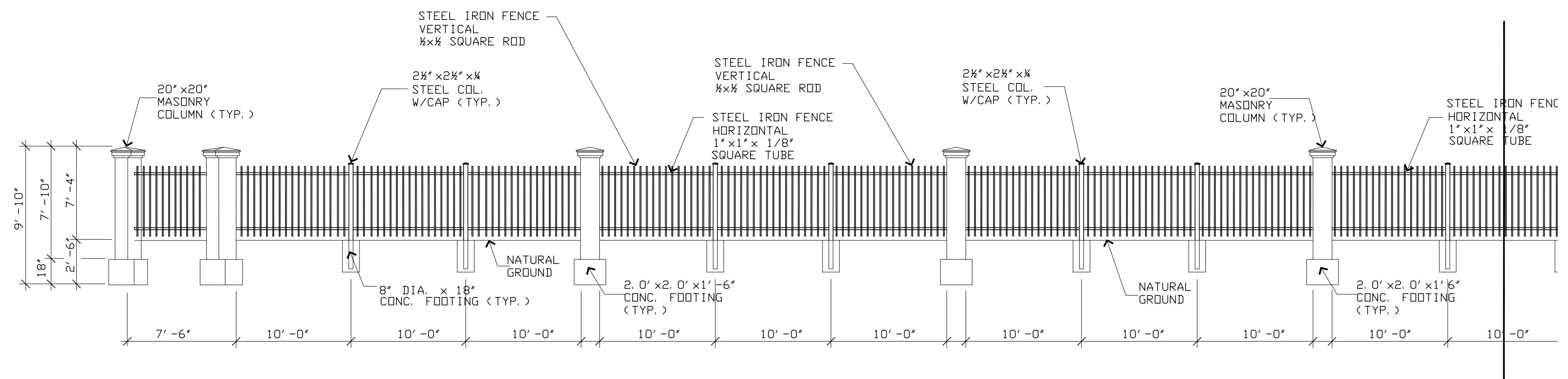
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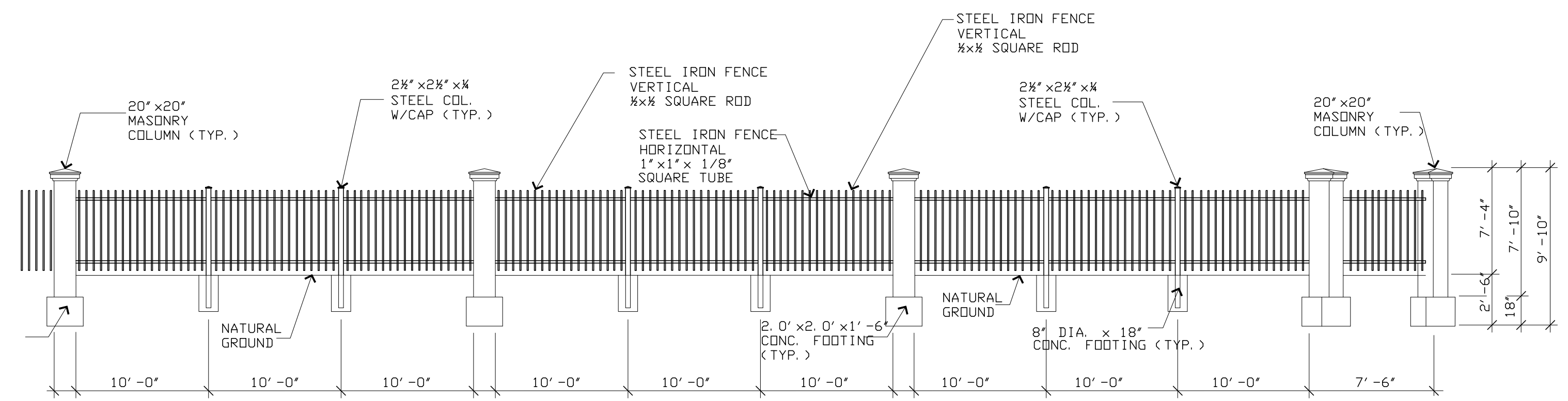
PRELIMINARY
SCHEMATIC DESIGN



FENCE LINE "C"
N. T. S.



FENCE LINE "B"
N. T. S.



FENCE LINE "A"
N. T. S.

MATCH LINE SEE BELOW

ADDITIONS TO THE MCALLEN
NORTHWEST POLICE COMMUNITY
NETWORK CENTER
MCALLEN, TX.

PROJECT NUMBER
212015

DATE
FEBRUARY 07, 2013

PRELIMINARY
SCHEMATIC
DESIGN

SHEET

AS1.1

OF

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD
ADVISORY BOARD

AGENDA ITEM 4A
DATE SUBMITTED 2/05/13
MEETING DATE 2/11/13

1. Agenda Item: **BUDGET AMENDMENT - SINGLE MACHINE REPAVING PROJECT**
ADD TAYLOR ROAD FROM EXPRESSWAY 83 TO 3 MILE LINE
(Paving - Project # 12-12-C04-104 AND #12-12-SP04-22)

2. Party Making Request: Engineering Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of Budget Amendment to ADD Taylor Road resurfacing from
Expressway 83 to 3 Mile Line.

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

5. Budgeted: X Yes No N/A

Funding Source:

011-3022-435-65-15	\$3,633,431
Requested Budget Amendment:	\$ 525,000
Revised Account Amount	\$4,158,431

6. Alternate Option/Costs: N/A

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>2/6/13</u>	<u>yes</u>
b.) <u>Roel "Roy" Rodriguez, P.E. Asst. City Mgr</u>	<u>RR</u>	<u>2/5/13</u>	<u>YES</u>
c.) <u>Jerry Dale, CPA, Finance Director</u>	<u>JD</u>	<u>2/5/13</u>	<u>YES</u>
d.) <u>Brent Branham, Deputy City Manager</u>	<u>BB</u>	<u>2/5/13</u>	<u>YES</u>
e.) <u>Sandra Zamora, CPM, Director of P&C</u>	<u> </u>	<u> </u>	<u> </u>

8. Staff Recommendation: Approve Budget Amendment in the amount of \$525,000 for
the Taylor Road resurfacing project.

9. Advisory Board: Approved Disapproved None

10. City Attorney: IP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

ORDINANCE NO. 2013-_____

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: \$525,000 FOR PAVING IMPROVEMENTS TO TAYLOR ROAD FROM EXPRESSWAY 83 TO MILE 3 LINE.

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 11th day of February, 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 February, 2013.

CITY OF McALLEN, TEXAS

Richard F. Cortez, Mayor

ATTEST:

Annette Villarreal, City Secretary

Approved as to form:

Kevin D. Pagan, City Attorney

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 4B </u>
UTILITY BOARD	<u> X </u>	DATE SUBMITTED	<u> 2/4/2013 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u> 2/11/2013 </u>
OTHER	<u> </u>		<u> 2/12/2013 </u>

1 Agenda Item: ORDER/ORDINANCES: Calling a General and Special Election in the City of McAllen on May 11, 2013.
Orden y Ordenanza convocando una elección general y especial en la Ciudad de McAllen con fecha del 11 de mayo de 2013.

2 Party Making Request: Annette Villarreal, City Secretary

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

The purpose of the General Election is to elect a Mayor and three (3) Commissioners (one [1] for each of the Single Member Districts One, Two and Three) and Two (2) Trustees (one [1] for each of the Places "A" and "D") to the McAllen Public Utility Board.

The purpose of the Special Election is to: 1) elect one (1) Trustee to the McAllen Public Utility Board for Place "C" to fill an un-expired term and 2) to elect a City Commissioner for Single Member District 6 to fill an unexpired term.

El propósito de la elección general es para elegir el Alcalde y tres (3) Comisionados para los Distritos Uní-miembros Uno, Dos y Tres para la Mesa Directiva de la Ciudad de McAllen, Texas y para elegir dos (2) Fideicomisarios para los puestos "A" y "D" para el Consejo Administrativo de de Servicios Públicos.

La elección especial es para elegir un Fideicomisario para el puesto "C" para la Administración de Servicios Públicos para un mandato inconcluso y para elegir un Comisionado para el Distrito Uni-miembro Seis para un mandato inconcluso.

4 Policy Implication: Adoption by City Commission

5 Budgeted: X Yes No N/A
 Bid Amount: Budgeted Amount:
 Under Budget: Over Budget:

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>Roy Rodriguez, P.E.</u>	<u> </u>	<u> </u>	<u> </u>
<u>General Manager</u>			

8 Staff Recommendation: Adoption of Order & Ordinance

9 Advisory Board: Approved Disapproved None

10 City Attorney: IP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None

Memo

TO: Mayor and City Commissioners and McAllen Public Utility Board
FROM: Annette Villarreal, City Secretary *KyV*
CC: Mike Perez, City Manager
Roy Rodriguez, General Manager
Kevin Pagan, City Attorney
DATE: February 5, 2013
RE: Ordinance/Order calling General and Special City Election for May 11, 2013

GOAL: Adoption of an ordinance/order calling a General and Special City Election for May 11, 2013.

BRIEF EXPLANATION: Key points relating to the Ordinance/Order calling the 2013 General and Special City Election:

- Races/Places up for vote as part of the General Election are: Mayor, City Commissioners District 1, 2, and 3 respectively, and PUB Trustee Places "A" and "D".
- A Special Election for PUB Trustee for Place "C" and for City Commissioner District 6, both for unexpired terms.
- The last day to file for a place on the ballot is Friday, March 1st by 5:00 p.m.
- Early voting schedule:
 - Monday, April 29th - 8:00 AM – 6:00 PM
 - Tuesday, April 30th - 8:00 AM – 6:00 PM
 - Wednesday, May 1st - 8:00 AM – 6:00 PM
 - Thursday, May 2nd - 8:00 AM – 6:00 PM
 - Friday, May 3rd - 8:00 AM – 6:00 PM
 - Monday, May 6th - 7:00 AM – 7:00 PM
 - Tuesday, May 7th - 7:00 AM – 7:00 PM
- Saturday Early Voting on May 4th from 8:00 am to 5:00 pm.
- The Old Police Station will be utilized for early voting in place of the Old City Hall since closed for remodeling. Lark and Palm View Community Centers will remain Early Voting polling places.
- A list of recommended Election Presiding Judges and Alternate Judges for Early Voting and Election Day is attached for your consideration. As a reminder, Election Day Presiding Judges must be registered voters in the respective jurisdiction (single member districts) for which the appointment is being made.
- Election Day Polling places open from 7:00 a.m. to 7:00 p.m.:
 - District 1 – Gonzalez Elementary
 - District 2 – Lark Community Center
 - District 3 – Lincoln Middle School
 - District 4 – Palm View community Center
 - District 5 – McAllen High School (McHi)
 - District 6 – Fields Elementary
- If necessary, a Runoff Election is proposed for June 15th.

RECOMMENDATION: Adoption of an ordinance/order as outlined.

MEMORANDA

PARA: Alcalde, Comisionados y Fideicomisarios del Consejo de Administración de Servicios Públicos

LES INFORMA: Annette Villarreal, Secretaria de la Ciudad *AMV*

FOTOCOPIA: Mike Perez, Administrador
Roel Rodriguez, Administrador General
Kevin Pagan, Procurador

FECHA: 5 febrero 2013

RE: Elección General y Especial de la Ciudad

META: Delineación de la ordenanza convocando una elección general y especial en la ciudad de McAllen el 11 de mayo, 2013 y adopción de tal ordenanza y orden.

EXPLICACIÓN: Por medio de la presente, se les notifica los siguientes puntos relacionados a la Ordenanza y Orden:

- La elección general es para elegir un Alcalde y tres (3) Comisionados (uno para cada Distrito Uní-miembro 1, 2 y 3) y dos (2) Fideicomisarios para el Consejo (uno para cada Puesto "A" y "D").
- La elección especial es para elegir un Fideicomisario para el Consejo para Puesto "C" y para elegir un Comisionado para Distrito Uní-miembro 6, ambos para términos inconclusos.
- Fecha plazo para emitir la solicitud para candidatura para dicha elección será el viernes, 1 de marzo, 5:00 p.m.
- La votación temprana en persona se desarrollara conforme al siguiente horario:
 - Lunes, 29 de abril – 8:00 AM – 6:00 PM
 - Martes, 30 de abril - 8:00 AM – 6:00 PM
 - Miércoles, 1 de mayo - 8:00 AM – 6:00 PM
 - Jueves, 2 de mayo - 8:00 AM – 6:00 PM
 - Viernes, 3 de mayo - 8:00 AM – 6:00 PM
 - Lunes, 6 de mayo - 7:00 AM – 7:00 PM
 - Martes, 7 de mayo - 7:00 AM – 7:00 PM
- La votación temprana en persona también se efectuara el sábado 4 de mayo de 8:00 a.m. a 5:00 p.m.
- El Antiguo Departamento de Policía será una casilla electoral para la votación temprana puesto que el Antiguo Palacio Municipal será reconstruido. Los Centros Comunitarios Lark y Palm View permanecerán como casillas electorales de la votación temprana.
- Adjunto se encuentra una compilación de personas encomendadas para trabajar en las casillas electorales durante el periodo de la votación temprana así como en el día de la elección. Solo un recordatorio de que en el día de la elección los jueces y jueces alternos deberán ser votantes registrados de la ciudad así como en el distrito uní miembro cual estarán representando en las casillas.
- Las casillas electorales abrirán de 7:00 a.m. hasta las 7:00 p.m. en el día de la elección:
 - Distrito 1 – Escuela Primaria González
 - Distrito 2 – Centro Comunitario Lark
 - Distrito 3 – Escuela Secundaria Lincoln
 - Distrito 4 – Centro Comunitario Palm View
 - Distrito 5 – Escuela Preparatoria McAllen High (McHi)
 - Distrito 6 – Escuela Primaria Fields
- Si es necesario, la elección de desempate será el sábado, 15 de junio, 2013.

RECOMENDACIÓN: Aprobación de la ordenanza y orden así como se indica.

ORDINANCE NO. 2013-__
PUB ORDER NO. 2013 -__

AN ORDINANCE CALLING A GENERAL ELECTION IN McALLEN, TEXAS, FOR THE PURPOSE OF ELECTING ONE MAYOR AND THREE COMMISSIONERS TO THE BOARD OF COMMISSIONERS OF McALLEN, TEXAS: ONE COMMISSIONER FOR EACH OF THE RESPECTIVE SINGLE MEMBER DISTRICTS 1, 2 AND 3 AND TWO TRUSTEES TO THE McALLEN PUBLIC UTILITY BOARD: ONE TRUSTEE FOR PLACE "A" AND ONE TRUSTEE FOR PLACE "D"; ADDITIONALLY, CALLING A SPECIAL ELECTION FOR THE PURPOSE OF ELECTING ONE TRUSTEE TO THE McALLEN PUBLIC UTILITY BOARD FOR TRUSTEE PLACE "C" AND ONE COMMISSIONER FOR SINGLE MEMBER DISTRICT 6, TO THE BOARD OF COMMISSIONERS OF McALLEN, TEXAS BOTH TO FILL UNEXPIRED TERMS; SAID ELECTIONS TO BE HELD ON THE SECOND SATURDAY IN MAY, 2013, SAID DATE BEING MAY 11, 2013; DESIGNATING THE VOTING PRECINCTS FOR SUCH ELECTIONS; DESIGNATING THE POLLING PLACES FOR THE ELECTIONS; SPECIFYING THE DATES AND TIMES THE POLLS SHALL BE OPEN FOR EARLY VOTING BY PERSONAL APPEARANCE AND ON ELECTION DAY; PROVIDING FOR THE USE OF VOTING MACHINES; PROVIDING FOR THE APPOINTMENT OF PRESIDING AND ALTERNATE JUDGES AND APPOINTMENT OF AN EARLY VOTING BALLOT BOARD FOR EARLY VOTING BALLOTS; AND PROVIDING THAT SAID ELECTIONS SHALL BE CONDUCTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS; AND THE PERTINENT PROVISIONS OF THE CHARTER OF McALLEN WHERE NOT INCONSISTENT WITH THE LAWS OF TEXAS; AND PROVIDING FOR NOTICE OF SAID ELECTIONS IN ENGLISH AND SPANISH LANGUAGE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

SECTION I: An election shall be held in the City of McAllen, Texas on the second
Saturday in May, 2013, such date being May 11, 2013.

SECTION II: The election provided for in the preceding section shall be for the following purpose:

(a) To elect one Mayor and Three (3) Commissioners: One for each of the Single Member Districts One, Two and Three, respectively, to the Board of Commissioners of McAllen, Texas;

(b) To elect Two (2) Trustees: One for Place "A" and one for Place "D", respectively, to the McAllen Public Utility Board;

(c) A Special Election to elect one Trustee for Place "C" to the McAllen Public Utility Board and to elect one Commissioner for Single Member District 6, to the Board of Commissioners of McAllen, Texas, both to fill unexpired terms.

SECTION III: The election shall be held and conducted and returns thereof made in accordance with the laws of the State of Texas, and the Charter of McAllen covering such election.

SECTION IV: The election shall be held in the voting precincts and polling places in McAllen, Texas, and the Judges and Alternate Judges are hereby appointed for such polling places as shown on Exhibit "A," attached hereto and made a part hereof for all purposes. It is further provided that should the election for the Mayor and Trustee places for the McAllen Public Utility Board be cancelled for reasons under law, then the polling places for the City Commissioner elections on Election Day shall be those polling places designated for the single member districts as identified in Exhibit "A" and in those single member districts for which the election will be held.

SECTION V: The Judges may appoint a maximum of three Clerks but not less than two Clerks to assist at said election. The Judges and Clerks shall receive for

their services in holding said election, the fees as provided for in the Texas Election Code, Article 32.091, as amended, and Article 32.092, respectively, and other applicable provisions thereof.

SECTION VI: The Mayor and Board of Commissioners shall appoint the Election Judges in the manner prescribed by law. The Mayor may act for the Board of Commissioners in the event any emergency appointments are necessary. The City Secretary is hereby authorized to carry out all necessary acts and requirements as delegated to such office by the Texas Election Code.

SECTION VII: The preceding McAllen Precincts are made up of all or parts of County Precincts as such County Precincts are coterminous with McAllen city limit lines and the City of McAllen single member districts.

SECTION VIII: The polls of the election shall be open for voting on Election Day on Saturday, May 11, 2013, the date of the election, from 7:00 o'clock A.M. to 7:00 o'clock P.M.

SECTION IX: The election shall be conducted with the use of the iVotronic Voting System Direct Recording Electronic Voting (DRE) Machines for voting by personal appearance and the use of paper ballots for early voting by mail. The districts listed in Exhibit "A" are hereby designated as Voting Machine Districts for the purposes of said election all in accordance with the provisions of the Election Code of the State of Texas.

SECTION X: Early Voting for the election shall be conducted by Ms. Annette Villarreal, City Secretary of the City of McAllen and Early Voting Clerk, and her deputies, and because the Board of Commissioners finds it impractical to hold such early voting at the current McAllen Municipal Building, the same shall be held at the

following locations:

- a) Old Police Station at 1501 W. Pecan;
- b) Palm View Community Center located at 3401 Jordan Avenue; and
- c) Lark Community Center located at 2601 Lark Avenue.

and said places for Early Voting by Personal Appearance shall remain open for at least eight hours, with exception of two weekdays being open for at least 12 hours pursuant to the following schedule including Saturday voting:

Monday, April 29th – 8:00 AM – 6:00 PM
Tuesday, April 30th – 8:00 AM – 6:00 PM
Wednesday, May 1st – 8:00 AM – 6:00 PM
Thursday, May 2nd – 8:00 AM – 6:00 PM
Friday, May 3rd – 8:00 AM – 6:00 PM
Saturday, May 4th – 8:00 AM – 5:00 PM
Monday, May 6th – 7:00 AM – 7:00 PM
Tuesday, May 7th – 7:00 AM – 7:00 PM

The Early Voting Clerk's address to which ballot applications and ballots voted by mail may be mailed is City of McAllen, P. O. Box 220, McAllen, Texas 78505-0220 or delivered by contract carrier to the physical address at 1300 Houston Avenue, McAllen, Texas 78501. Daniel Codina is hereby appointed as the Presiding Judge of the Early Voting Ballot Board and is hereby appointed to canvass the early voting ballots in accordance with Section 87.001, as amended, Texas Election Code. The Early Voting Ballot Board Presiding Judge shall appoint two to three additional clerks to serve on such board. The Early Voting Ballot Board shall tabulate the early voting ballots and prepare the returns thereof in the manner prescribed by the Texas Election Code. The Early Voting Clerk shall deliver all early voting ballots and ballot envelopes to the Early Voting Ballot Board Presiding Judge during the times the polls are open on Election Day, at the time specified by the Presiding Judge of the board.

SECTION XI: In the event no candidate for Mayor, Commissioner or Trustee, for a particular District or Place, receives a majority of the votes cast for, or in the event of a tie vote for Mayor, Commissioner or Trustee, of any particular place, a Run-off Election shall be held amongst the two candidates receiving the highest number of votes in the election in each respective race. Such Run-off Election to be held not earlier than 20th or later than the 45th day after the date the final canvass of the main election is completed; said date if necessary, being June 15, 2013. The Run-off Election to be conducted with paper ballots if DRE machines are not available. In such event, the same polling places as used for the General Election are hereby designated for such Run-off Election, and the same Presiding Judges and election officials are hereby designated for such Run-off Election, which Run-off Election shall comply with all the rules of the Texas Election Code and the Charter of the City of McAllen. It is further provided that should a Run-off Election not involve the at-large offices of Mayor or McAllen Public Utility Board Trustee, then the polling places for the Run-off Election shall be those polling places designated for the applicable Single Member District City Commission Election on the applicable Run-off Election Day. Notice of such election shall be given in accordance with the Texas Election Code. The candidate for each respective office receiving the majority of votes shall be declared elected. In the event of a tie, the winner of such election shall be determined by drawing by lot.

SECTION XII: All candidates for such offices shall file their applications with the City Secretary in the manner required by Law and Charter, not later than seventy-one (71) days prior to such election.

SECTION XIII: A copy of this Ordinance, signed by the Mayor and attested by the

City Secretary, shall be posted at City Hall upon its passage. A copy of the Order of Election shall also be published at least one time in *The Monitor* (English and Spanish version) McAllen, Texas, not earlier than thirty (30) days or later than ten (10) days before said election. The postings and publications provided for in this section shall constitute notice of said election, in accordance with applicable law.

SECTION XIV: The Order of Election, all notices, official publications, ballots, sample ballots and voter instructions used in connection with this election shall be printed in both the English and Spanish Language.

SECTION XV: This Ordinance shall not be published in the Code of Ordinances of the City of McAllen as it is not amendatory thereof.

SECTION XVI: This ordinance shall be effective immediately upon its passage and execution in accordance with the law.

CONSIDERED, PASSED and APPROVED this 11th day of February, 2013, at a Regular Meeting of Board 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.

SIGNED this ____day February, 2013.

CITY OF McALLEN

Richard Cortez, Mayor

ATTEST:

Annette Villarreal, TRMC/CMC, CPM
City Secretary

APPROVED AS TO FORM:

Kevin Pagan, City Attorney

CONSIDERED, PASSED and APPROVED this 12th day of February, 2013, at a Regular Meeting of McAllen Public Utility Board of the City of McAllen, Texas, at which a quorum was present and which was held in accordance with Chapter 551, Texas Government Code.

SIGNED this _____ day February, 2013.

McALLEN PUBLIC UTILITY BOARD

Charles Amos, Chairman

ATTEST:

Nyla Flatau, TRMC/CPM
Board Secretary

APPROVED AS TO FORM:

Kevin Pagan, City Attorney

**ORDENANZA NO. 2013 -
ORDEN NO. 2013 -**

LA ORDENANZA Y ORDEN ES PARA CONVOCAR UNA ELECCIÓN GENERAL EN LA CIUDAD DE MCALLEN PARA ELEGIR EL ALCALDE Y TRES (3) COMISIONADOS PARA LA MESA DIRECTIVA DE LA CIUDAD DE McALLEN TEXAS DE LOS DISTRITOS UNÍ-MIEMBRO 1, 2, Y 3, Y DOS (2) FIDEICOMISARIOS PARA EL CONSEJO DE ADMINISTRACIÓN DE SERVICIOS PÚBLICOS DE LA CIUDAD DE MCALLEN PARA LOS PUESTOS “A” Y “D”; TAMBIÉN PARA CONVOCAR UNA ELECCIÓN ESPECIAL PARA UN (1) FIDEICOMISARIO PARA EL LUGAR “C” DEL CONSEJO ADMINISTRATIVO DE SERVICIOS PÚBLICOS Y PARA UN COMISIONADO PARA LA MESA DIRECTIVA DE LA CIUDAD DE McALLEN TEXAS PARA DISTRITO UNÍ-MIEMBRO 6, AMBOS PARA TÉRMINOS INCONCLUSOS; DICHA ELECCIÓN SERA EL SEGUNDO SÁBADO DEL MES DE MAYO DE 2013, TAL FECHA SERA EL 11 DE MAYO DEL 2013; NOMBRANDO LOS DISTRITOS ELECTORALES PARA DICHAS ELECCIONES; DESIGNANDO LAS CASILLAS ELECTORALES PARA LA VOTACIÓN TEMPRANA Y PARA EL DÍA DE LA ELECCIÓN; ESPECIFICANDO EL HORARIO DE APERTURA DE LAS CASILLAS ELECTORALES; PROPORCIONANDO EL SISTEMA DE VOTACIÓN IVOTRONIC; NOMBRANDO JUECES PARA PRESIDIR LA ELECCIÓN Y JUECES ALTERNOS; NOMBRANDO UNA MESA DIRECTIVA PARA VOTOS TEMPRANOS; PARA QUE DICHA ELECCIÓN SEA DIRIGIDA DE ACUERDO A LAS LEYES DEL ESTADO DE TEXAS; Y LAS PROVISIONES PERTINENTES EN LA CARTA CONSTITUCIONAL DE LA CIUDAD DE MCALLEN LAS CUALES NO SON INCONSISTENTES CON LAS LEYES DE TEXAS; PARA PROVEER NOTIFICACIÓN DE DICHA ELECCIÓN EN INGLÉS Y ESPAÑOL; Y PARA CONSTITUIR CLÁUSULAS ADHERIBLES AL PRESENTE ASUNTO.

POR ORDEN DE LA MESA DIRECTIVA DE COMISIONADOS DE LA CIUDAD DE McALLEN PARA QUE:

SECCIÓN I: La elección se llevara a cabo en la Ciudad de McAllen el segundo sábado de mayo del 2013, dicha fecha que será el 11 de mayo del 2013.

SECCIÓN II: La elección mencionada será para el siguiente propósito:

- (a) Para elegir el Alcalde y tres (3) Comisionados para el Distrito Uno, Distrito Dos y Distrito Tres, respectivamente, para la Mesa Directiva de la Ciudad de McAllen Texas.
- (b) Para elegir dos (2) Fideicomisarios para los puestos “A” y “D” para el Consejo de Administración de Servicios Públicos de la Ciudad de McAllen.
- (c) La elección especial para elegir un (1) Fideicomisario para el Lugar “C” para el Consejo Administrativo de Servicios Públicos de la Ciudad de McAllen y para elegir un (1) Comisionado para la Mesa Directiva de la Ciudad de McAllen, Texas para el Distrito Uní-miembro 6, ambos para términos inconclusos;

SECCIÓN III: La elección será efectuada, conducida, y los resultados serán escrutinado conforme a las leyes del Estado de Texas y de la Carta Constitucional de la Ciudad de McAllen.

SECCIÓN IV: La elección se llevara a cabo y se conducirá en los distritos uní miembros y casillas electorales de la Ciudad de McAllen Texas que aparecen en Muestra “A” (aquí añadido) y aparecen junto a los individuos recomendados como jueces y jueces alternos encargados del procedimiento electoral en dichas casillas. Además si la elección para Alcalde o Fideicomisario al Consejo de Administración de Servicios Públicos de McAllen fuese cancelada por motivos legales, las casillas electorales en el día de la elección deberán ser las casillas asignadas a los distritos uní miembros conforme a Muestra “A” para las cuales dicha elección se llevara a cabo.

SECCIÓN V: Los jueces pueden nombrar un máximo de tres empleados electorales pero no menos de dos, para colaborar en dicha elección. Los jueces y otros empleados electorales deberán ser compensados por sus servicios como se establece en el Artículo enmendado 32.091 y el Artículo 39.092 respectivamente, del Código de Elección de Texas y de otras cláusulas adheribles.

SECCIÓN VI: El Alcalde y la Mesa Directiva de Comisionados deberán nombrar a los jueces de elección de forma como marca la ley. El Alcalde podrá proceder en lugar de la Mesa Directiva de Comisionados en hacer un nombramiento de última hora si fuese necesario. La Secretaria de la Administración de la Ciudad esta autorizada para llevar a cabo las acciones necesarias y los requisitos como han sido encomendados por el Código de Elección de Texas.

SECCIÓN VII: Los distritos electorales previos de McAllen están parcial o totalmente compuestos de los distritos electorales del Condado que colindan con los límites de la Ciudad de McAllen y los distritos de uní miembro de la Ciudad de McAllen.

SECCIÓN VIII: Las casillas electorales abrirán de las 7:00 a.m. a las 7:00 p.m en el día de la elección, el sábado 11 de Mayo del 2013.

SECCIÓN IX: La elección se llevara a cabo utilizando el sistema de votos electrónicos iVotronic para votar en persona y boletas de papel para la votación temprana por correspondencia. Los distritos uní miembros indicados en la Muestra “A” serán designados como distritos que utilicen el sistema electrónico de votación con el propósito de que dicha elección se lleve a cabo conforme a las cláusulas de el Código de Elección del Estado de Texas.

SECCIÓN X: La votación temprana para dicha elección será conducida por Annette Villarreal, Secretaria de la Administración de la Ciudad de McAllen e la Secretaria de Votos Tempranos y sus delegados. La Mesa Directiva de Comisionados no encuentra prudente llevar a cabo tal votación en el Palacio Municipal, por la cual la misma deberá llevarse a cabo en las siguientes casillas ubicadas en:

- a) El Antiguo Departamento de Policía ubicado en la calle oeste Pecan numero 1501, McAllen, Texas;
- b) El Centro Comunitario Palm View ubicado en la Avenida Jordan numero 3401 y en;
- c) El Centro Comunitario Lark ubicado en la Avenida Lark numero 2601;

Los locales mencionados para la votación temprana en persona deberán permanecer abiertas por lo menos ocho horas, con la excepción de dos días hábiles en los cuales permanecerán abiertas al menos 12 horas, como se muestra a continuación, inclusivo de la votación en sábado:

Lunes, 29 de abril – 8:00 A.M. – 6:00 P.M.
Martes, 30 de abril - 8:00 A.M. – 6:00 P.M.
Miércoles, 1 de abril - 8:00 A.M. – 6:00 P.M.
Jueves, 2 de abril - 8:00 A.M. – 6:00 P.M.
Viernes, 3 de mayo - 8:00 A.M. – 6:00 P.M.
Sábado, 4 de mayo – 8:00 A.M. – 5:00 P.M.
Lunes, 6 de mayo - 7:00 A.M. – 7:00 P.M.
Martes, 7 de mayo - 7:00 A.M. – 7:00 P.M.

Las solicitudes para boletas por correspondencia deberán ser enviadas a la Secretaria de Votos Tempranos de la Ciudad de McAllen a la dirección P. O. Box 220 McAllen, Texas 78505-0220. Daniel Codina es nombrado como el Juez encargado de La Mesa Directiva de Votos Tempranos cual será responsable del proceso del conteo de las boletas de la

votación temprana de acuerdo a la Sección actualizada 87.001 del Código de Elección de Texas. La Mesa Directiva de Votos Tempranos deberá llevar a cabo el conteo de votos tempranos y preparar los resultados arrojados de acuerdo con El Código de Elección de Texas. La Secretaria de Votos Tempranos deberá hacer entrega de todas las boletas de la elección y de los sobres a la Mesa Directiva de Votos Tempranos presidida por el Juez y dicha entrega deberá hacerse durante el horario en el cual las casillas electorales se encuentren abiertas el día de la elección a la hora especificada por el Juez que preside la Mesa Directiva.

SECCIÓN XI: Si ningún candidato para Alcalde, Comisionado o Fideicomisario para algún distrito o puesto en particular recibiera la mayoría de votos o si hubiera un empate de votos para Alcalde, Comisionado o Fideicomisario de cualquier distrito o puesto en particular, se efectuara una elección de desempate entre los dos candidatos que hallan recibido la mayoría de los votos en las elecciones iniciales en cada puesto. Dicha elección se llevara a cabo entre 20 y 45 días después de la fecha en la cual se hará el conteo de los votos finales de la elección inicial; tal fecha de desempate si fuese necesaria, sería el día 15 de Junio, del 2013. Dicha elección será llevada a cabo a base de boletas de papel si el sistema electrónico iVotronic no estuviera disponible. Se utilizaran las mismas casillas electorales de la elección general para la elección de desempate, los mismos Jueces y otros empleados electorales serán los asignados para dicha elección de desempate, la cual deberá acatarse a los reglamentos de El Código de Elección de Texas y la Carta Constitucional de la Ciudad de McAllen. Queda estipulado que si una elección de desempate no involucra al puesto de Alcalde y de Fideicomisarios del Consejo de Administración de Servicios Públicos de la Ciudad de McAllen, las casillas electorales

para la elección de desempate deberán ser las casillas designadas para la elección del Distrito Uní Miembro de los Comisionados de la Ciudad. Se notificara de dicha elección de acuerdo al Código de Elección de Texas. El candidato para cada puesto que reciba la mayoría de votos será declarado como elegido, y en caso de un empate, el ganador de dicha elección será determinado a base de un sorteo.

SECCIÓN XII: Todos los candidatos para los puestos mencionados, deberán presentar su solicitud al Departamento de la Secretaria de la Administración de la Ciudad de McAllen como lo estipula la Carta de Constitucional de la Ciudad, antes de los 71 días previos a dicha elección.

SECCIÓN XIII: La copia de esta ordenanza firmada por el Alcalde y autenticada por la Secretaria de la Administración de la Ciudad, será expuesta al público en el tablón de anuncios del Palacio Municipal. La copia de la Orden de Elección deberá ser publicada al menos una vez en el periódico “The Monitor” (versión en Ingles y Español), McAllen Texas, no antes de treinta (30) días y no después de diez (10) días antes de dicha elección. Los anuncios y publicaciones para esta sección deben constituir notificación de dicha elección de acuerdo a ley adherible.

SECCIÓN XIV: La Orden de Elección, todos los avisos, publicaciones oficiales, boletas, boletas de muestra e instrucciones para el votante utilizadas en dicha elección deben ser impresas en los idiomas ingles y en español.

SECCIÓN XV: Esta Ordenanza no será publicada en el Código de Ordenanzas de la Ciudad de McAllen puesto que no es mandatario.

SECCIÓN XVI: Esta Ordenanza deberá estar en efecto inmediatamente al momento de ser aprobada de acuerdo con las leyes.

CONSIDERADA Y APROBADA el día 11 de Febrero, 2013 en reunión ordinaria de la Mesa Directiva de Comisionados de la Ciudad de McAllen, Texas en la cual estuvo presente un quórum y fue dirigida de acuerdo al Capítulo 551 del Código de Gobernación de Texas.

FIRMADA el día __ de Febrero, 2013.

CIUDAD DE McALLEN

Por: _____
Richard Cortez, Alcalde

TESTIFICA POR:

Annette Villarreal, TRMC/CMC, CPM
Secretaria de la Administración de la Ciudad

Aprobado en Forma

Kevin Pagan, Procurador de la Ciudad

CONSIDERADA Y APROBADA el día 12 de Febrero, 2013 en una reunión ordinaria del Consejo de Administración de Servicios Públicos de la Ciudad de McAllen, Texas en la cual estuvo presente un quórum y fue dirigida de acuerdo al Capítulo 551 del Código de la Gobernación de Texas.

FIRMADA el día __ de Febrero, 2013.

CIUDAD DE McALLEN

Por: _____
Charles Amos, Director del Consejo

TESTIFICA POR:

Nyla Flatau, TRMC/CPM
Secretaria del Consejo

Aprobado en Forma

Kevin Pagan, Procurador de la Ciudad

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 5
DATE SUBMITTED 02/05/13
MEETING DATE 02/11/13

1. Agenda Item: Variance Request - Driveways on Bicentennial Boulevard

2. Party Making Request: Engineering Department

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

 Variance request to allow driveways on Bicentennial Boulevard

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> 2/5/13 </u>	<u> yes </u>
b) R. Rodriguez, PE, General Manager Assistant City Manager	<u> </u>	<u> </u>	<u> </u>

8. Staff Recommendation: Staff recommends disapproval of driveways onto Bicentennial Boulevard

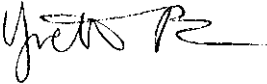
9. Advisory Board: Approved Disapproved None

10. City Attorney: Approved IP Disapproved None

11. Manager's Recommendation: Approved MRP Disapproved None



CITY OF MCALLEN
ENGINEERING DEPARTMENT
MEMORANDUM

To: Mike R. Perez, City Manager
From: Yvette Barrera, PE, CFM, City Engineer 
Date: February 5, 2013
Subject: Access request to Bicentennial Boulevard

Goal

Consideration and Review of variance request to allow driveways on Bicentennial Boulevard at the northwest and southwest intersections with Dove.

Explanation

Mr. Pecina, Broker Associate/Listing Agent, acting on behalf of the owner of the tracts of land located at the northwest and southwest corners of Bicentennial and Dove is requesting access (driveway) onto Bicentennial for Tracts 1 and 2 shown on the attached exhibit.

Bicentennial Boulevard from Nolana to Trenton has been approved as a limited access facility, only permitting access at predetermined major intersections. All other residential or local roadways were not connected to this section of the thoroughfare.

Bicentennial Boulevard is classified as a high speed arterial and requires a corner clearance of 425 feet, in accordance with the City's Access Management Policy. Tract 1 has a depth of approximately 240 ft and Tract 2 has a depth of approximately 350 ft. Neither tract meets the minimum corner clearance requirement. If City Commission approves access, staff recommends that they be located as far away from the intersection of Dove as possible. Additionally, where the property, abuts an adjacent property and in order to reduce the number of driveways, staff recommends that the property owner enter into cross access agreements with the adjacent properties, so the driveways are shared with those tracts. Lastly, staff recommends that if approved, the drives be configured to only allow right in and right out movements from these drives.

The applicant has not identified a specific use at this time, nor submitted a subdivision plat. If driveway access is approved at this time, the owner/developer is subject to comply with all other requirements of access management and other necessary requirements set forth in the development and zoning process including but not limited to TIA's, utility and paving reimbursements, utility extensions, setbacks, parking, landscaping, etc.

Recommendation

In order to preserve the mobility of the corridor, staff does not recommend the approval of driveways onto Bicentennial, since both Tracts have access onto Dove Avenue. However, staff does recognize the importance of promoting development in key corridors and recommends that if driveway access is approved, that a shared access agreement be in place with the adjacent property owners so that only 1 driveway is constructed onto Bicentennial Boulevard.

February 1, 2013

RE: Variance Request for Driveways Permitted on Bicentennial & Dove (NW & SW Corners)

To whom it may concern:

This letter is a request that the City Commission consider for a variance request in respect to the driveways currently not being allowed along the new Bicentennial Boulevard thoroughfare. At this time my seller is negotiating offers with buyers who ultimately need to have driveway access along the east side of their future developments (Bicentennial Blvd.). One buyer did already mention that if a drive was not allowed along Bicentennial Blvd via his agent would cancel all negotiations for purchase of the property.

In speaking with several people in the departments it is understood that the issue could be resolved by moving each driveway along Bicentennial Blvd. as far back of the property as possible which should not be an issue on our part. We also understand that the seller may have to get other property owners involved in order to make this happen primarily on the Southwest Corner which we are prepared to do.

For your review I have included the survey of the subject property. Of course any response to this request would be subject to site plan approvals; this request is merely to ask the City Commission for their utmost support in considering a variance for driveways on the Southwest and Northwest corners of Dove & Bicentennial Blvd.

Best Regards,

Ramon I. Pecina III

Broker Associate/Listing Agent

956-844-3870

Yvette Barrera

From: Ramon Pecina [rpecina2011@gmail.com]
Sent: Monday, February 04, 2013 3:29 PM
To: Yvette Barrera
Subject: Fwd: Letter for the City Officials of mcAllen TX

Yvette ,

as you requested please see below.

Are people allowed to go to the comission meetings? If so when and where is the next meeting?

Please let me know if there is anything else you may need from us.

Regards,

Nacho

----- Forwarded message -----

From: **G Twan Tjoa** <gtwantjoa@gmail.com>
Date: Mon, Feb 4, 2013 at 2:06 PM
Subject: Letter for the City Officials of mcAllen TX
To: Nacho Pecina <rpecina2011@gmail.com>

Hi Nacho,

Enclosed is a letter "TO WHOM IT MAY CONCERN" that you can give it to the McAllen city officials in representing us for the curb cut negotiation.

Please let me know if you have received this letter. NO HAY PEOR LUCHA QUE LA QUE NO SE HACE !!
OJALA TODO SALDRA BIEN.

Take care and have a nice day.

Dr. T.

To whom it may concern

The undersign, G. Twan Tjoa and wife Hoo Lien Tjoa are the sole owners of the property

located between Dove Ave and Bicentennial Blvd. in McAllen Texas.

Be advised that Mr. Nacho Pecina III, is our Real Estate listing agent, and we giving him the

authority to represent us in dealing with the city officials and other institution.

Thank you for your cooperation.

If there are pertinent questions, please feel free to call me at me at : 956-618-0039.

Respectfully,

G. Twan Tjoa

201 E. Duke Ave.

McAllen, TX. 78504

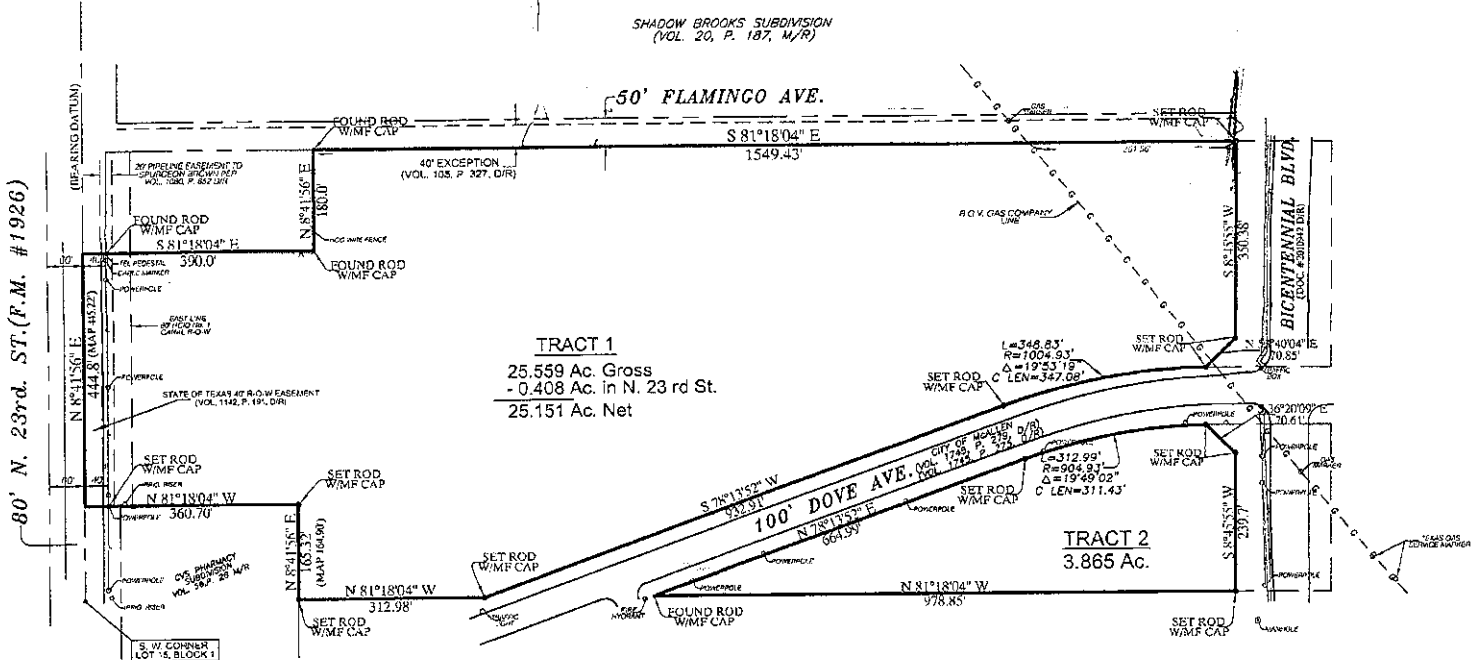
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Best Regards,

R.I. "Nacho" Pecina III
B.B.A., Brokers Associate
Cell: 956-844-3870
TREC # 544897
EXPIRES: 7/31/2013

Your Residential, Commercial, Lease Rental & Land Investments.

SOLD!!

* This has been prepared in accordance with the Texas Real Estate License Act and is intended to provide the following information to prospective buyers, tenants, sellers and landlords
<http://www.trec.texas.gov/pdf/contracts/OP-k.pdf>



TRACT 1
 25.559 Ac. Gross
 - 0.408 Ac. in N. 23 rd St.
 25.151 Ac. Net

TRACT 2
 3.865 Ac.

DOVE COMMERCIAL PARK
 (VOL. 32, P. 75-B, M/R)

VALLEY LAND TITLE
 G. P. No. 128937

GRANTEE	EASEMENT STATUS		STATUS
	VOL.	PAGE	
RIO GRANDE			BLANKET
VALLEY GAS CO.	256	523 D/R	BLANKET
RIO GRANDE			BLANKET
VALLEY GAS CO.	281	32 D/R	PLOTTED
SPURGEON BROWN	1080	652 D/R	BLANKET EASEMENT TO
STATE OF TEXAS	1142	191 D/R	TX DOT FROM H. C. I. D. No. 1
STATE OF TEXAS	1156	698 D/R	FOR CROSSING FACILITIES

MAP
 SHOWING

TWO TRACTS OF LAND
 OUT OF LOT 15, BLOCK 1,
 TRACT 1: LYING NORTH OF DOVE AVE.
 SAVE & EXCEPT THE NORTH 40.0 FT.
 ALSO SAVE & EXCEPT A 1.61 AC. TRACT
 THEREOF,
 TRACT 2: LYING SOUTH OF DOVE AVE.
 C. E. HAMMOND'S SUBDIVISION,
 OF PORCIONES 61, 62, 63 & 64,
 HIDALGO COUNTY, TEXAS
 RECORDED IN VOL. 21, P. 599, D/R

80' N. 23rd. ST.(F.M. #1926)

PRELIMINARY

I, MICHAEL FABIAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP IS A REPRESENTATION OF SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR INCONSISTENCIES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT. THIS PROPERTY FALLS IN "ZONE-B" OF THE FLOOD INSURANCE RATE MAPS.

MICHAEL FABIAN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 McALLEN, TEXAS.

PREPARED BY
MICHAEL FABIAN SURVEYING, INC.
 Land Surveying & Consultants
 320 North 15th Street
 McAllen, Texas
 Phone: (956) 630-1432 Fax: (956) 687-4560

Right of way, Topographic, Construction Stakeout, Subdivision, Coordination, Well Locations, Mortgage Servicing

MICHAEL FABIAN, R. P. L. S.

WO # 02523 REFF. WO # C1432
 C/RD. W02523

SCALE: 1"=200' DATE: 1-20-2012

U:\MCS\2012\20120523.dwg - 4/17/2012 11:36:33



Google earth

feet
meters



STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

6B
02/06/2013
02/11/2013

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: _____
Under Budget: _____

Budgeted Amount: _____
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) _____

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