



AGENDA

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

CALL TO ORDER - Mayor Richard Cortez

PLEDGE OF ALLEGIANCE - Mayor Richard Cortez

INVOCATION – Hilda Salinas, Mayor Pro Tem

PROCLAMATION – *American Red Cross Month* - Cynthia Guerra

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 A-O (agricultural-open space) District to C-3 (general business) District: north ½ of Lot 9 and R/S of the west part of Lot 18, Block 3, C.E. Hammond’s Subdivision, Hidalgo County, Texas; 2615 South 23rd Street.

2. Request of Church of the Good Shepherd for a Conditional Use Permit, for life of the use, for an institutional use (church and related activities) at the 10.432 acres out of the north 18.28 acres out of Lot 3, Block 5, A.J. McColl Subdivision, Hidalgo County, Texas; 1200 East La Vista Avenue.

3. Request of Jose Luis Fuentes, appealing the decision of the Planning & Zoning Commission of the February 19, 2013 meeting, denying a Conditional Use Permit, for one year, for a bar at the west 330 feet of the south 198 feet of the north 308.88 feet of Lot 48-9, West Addition to Sharyland Subdivision, Hidalgo County, Texas; 9125 Highway 107, Suite 3.

4. Request of Armando Rodriguez, appealing the decision of the Planning & Zoning Commission of the February 19, 2013 meeting, denying a Conditional Use Permit, for one year, for a kids event center at Lot 7, Las Cañadas Subdivision, Hidalgo County, Texas; 2914 South Jackson Road.

B) REZONING:

Rezone from R-1 (single family residential) District to R-3A (multifamily residential apartments) District: Lot 18, Janice Addition #1 Subdivision, and Lot 9, Janice Addition #2 Subdivision, Hidalgo County, Texas; 1107 Tamarack Avenue and 1102 Sycamore Avenue.

TABLED

C) CONDITIONAL USE PERMITS:

1. Request of Jeff G. Stolpa on behalf of Stripes #9641, for a Conditional Use Permit, for life of the use, for a portable building (storage) at Lot 1, Cassandra Subdivision, Hidalgo County, Texas; 3618 Pecan Boulevard, Suite A. **TABLED**
2. Request of Jeff G. Stolpa on behalf of Stripes #9644, for a Conditional Use Permit, for life of the use, for a portable building (storage) at Lot 1, Nolana Terrace Subdivision, Hidalgo County, Texas; 3920 North 23rd Street. **TABLED**
3. Request of Jeff G. Stolpa on behalf of Stripes #9104, for a Conditional Use Permit, for life of the use, for a portable building (storage) at 0.80 acres out of Lot 76, R.E. Horn's Addition to McAllen First Suburban Citrus Grove Subdivision, Hidalgo County, Texas; 1520 South Ware Road. **TABLED**
4. Request of Jeff G. Stolpa on behalf of Stripes #7318, for a Conditional Use Permit, for life of the use, for a portable building (storage) at Lots 1 and 2, Block 64, Original Townsite of McAllen Subdivision, Hidalgo County, Texas; 720 South 10th Street. **TABLED**
5. Request of Jeff G. Stolpa on behalf of Stripes #2234, for a Conditional Use Permit, for life of the use, for a portable building (storage) at Lot 1, J.G. Ortegon Unit No. 2 Subdivision, Hidalgo County, Texas; 4600 South 23rd Street. **TABLED**
6. Request of Jeff G. Stolpa on behalf of Stripes #7304, for a Conditional Use Permit, for life of the use, for a portable building (storage) at the north 110.0 feet of the east 150.0 feet of Lot 25, Block 2, C.E. Hammonds Subdivision, Hidalgo County, Texas; 1225 North 23rd Street. **TABLED**

- D) Amending the Zoning Ordinance of the City of McAllen as enacted May 29, 1979.
- E) Public Hearing to consider a variance from Section 6-2 of the Alcoholic Beverage Code, for Marc Martinez, at Lots 1-4, The District at McAllen Subdivision, Hidalgo County, Texas; 3300 North McColl Road, Suites P & Q.
- F) Consider approval of a variance request from Section 6-2 of the Alcoholic Beverage Code at Lots 1-4, The District at McAllen Subdivision, Hidalgo County, Texas; 3300 North McColl Road, Suites P & Q.

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 February 25, 2013.
 - B) Consider approval of Lease Agreement with Hidalgo County Elections Administrator for the use of the iVotronic voting system for the General and Special City Election to be held May 11, 2013. *Aprobación de un contrato con el Departamento de Elecciones del Condado de Hidalgo para el uso del sistema de votación iVotronic para la elección general y especial de la ciudad que se efectuara el 11 de Mayo, 2013.*
 - C) Tax Refund over \$500 to Alonzo Cantu.

- D) Authorization to submit yearly Certifications & Assurances to the Federal Transit Administration.
- E) Consider approval of an Interlocal Agreement with the LRGVDC for the Division of TXDOT funding for FY 2012-2013.
- F) Award of Contract for the Purchase and Installation of sixteen (16) Digital Video Recording Units.
- G) Award of Contract for the Purchase and Installation of Internal Connections (cabling) at Palm View Branch Library.
- H) Award of Contract for the Purchase and Installation of Internal Connections (cabling) at Lark Branch Library.
- I) Award of Contract for Internet and Telephone Recurring Services at McAllen Public Library.
- J) Award of Contract for the Purchase of Janitorial Products.
- K) Award of Supply Contract for the Purchase of Copy Paper.
- L) Award of Contract for Tire Repair Services.
- M) Award of Service Contract for Grinding of Brush and Wood Waste.
- N) Consider approval of Change Order No. 1 for the McAllen-Hidalgo International Bridge N.B. Pedestrian Canopies Project.
- O) Consider approval of a License Agreement with the U.S. General Services Administration for improvements at the Anzalduas Land Port of Entry.
- P) Resolution requesting the United States to pursue orders and agreements whereby Mexico formalizes a Compliance Program under the 1944 Water Treaty.
- Q) Resolution acknowledging and supporting the adoption of legislation consolidating the University of Texas-Pan American, the University of Texas at Brownsville and Regional Academic Health Center.
- R) Resolution accepting grant award from the Federal Emergency Management Agency, Texas Department of Public Safety, for funds provided through the Presidential Disaster Declaration DR-1931 (Project #13) from Hurricane Alex for flood mitigation projects.
- S) Resolution accepting grant award from the Federal Emergency Management Agency, Texas Department of Public Safety, for funds provided through the Presidential Disaster Declaration DR-1931 (Project #11) from Hurricane Alex for flood mitigation projects.
- T) Resolution authorizing the submission of a grant application, in partnership with Keep McAllen Beautiful, to the 2013 Keep America Beautiful/United Parcel Service Community Tree Planting Grant Program.
- U) Resolution authorizing the submission of an application to Kaboom! under the Playful City USA Program.
- V) Ordinance instituting a 90-day Moratorium on the issuance of public fireworks displays.
- W) Ordinance providing for a budget amendment for the McAllen Nature Center Park for first year of park operations.
- X) Confirmation and Appointment of nominee to the Civic Center Advisory Board.

3. BIDS/CONTRACTS:

- A) Award of Contract for Security Guard Services.
- B) Award of Contract for the purchase of thirty-two (32) 2013 Vehicles.
- C) Consider approval of Change Order No. 2 and Final Reconciliation of Quantities for Paving and Drainage Improvements at the McAllen-Hidalgo International Bridge.

- D) Consider approval of an Interlocal Agreement with Hidalgo County for development of Ware Road from 3 Mile to 5 Mile.
 - E) Consider approval of Change Order No. 7 for Bentsen Road Paving Improvements from Pecan Blvd. to 3 Mile Line Road.
4. **VARIANCE** request to the subdivision process requirement at 0.35 acres out of Lot 10, La Lomita Irrigation and Construction Co. Subdivision; 11605 North La Lomita Road.
5. **MANAGER'S REPORT:**
- A) Presentation of Delinquent Tax Collection Report for 1st Quarter 2012-2013.
 - B) Request from IMAS to City of McAllen for funding and technical assistance to create a permanent renewal energy exhibit.
 - C) Future Agenda Items.
6. **TABLED ITEMS:**
- A) Award of Contract for the Purchase and Installation of Synthetic Soccer/Football Field at DeLeon North Soccer Complex.
 - B) Award of Contract for demolition of former Sam Houston Elementary.

PUBLIC COMMENT SESSION

7. **EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION REGARDING REAL PROPERTY) AND SECTION 551.087 (ECONOMIC DEVELOPMENT)**
- A) Discussion and Possible Action to consider the sale of Lot 11 (b), Convention Center Subdivision. (Section 551.072 and 551.087, T.G.C.)
 - B) Consultation with City Attorney regarding a possible contract with Vianovo relating to International Bridge Facilities. (Section 551.071, T.G.C.)
 - C) Consultation with City Attorney regarding legal aspects relating to Fire Chief Position. (Section 551.071, T.G.C.)
 - D) Consideration and Consultation with Legal Counsel regarding Economic Development Project Pompeii. (Section 551.087 and 551.071, T.G.C.)
 - E) Consultation with City Attorney regarding C-0790-13-H; Suzanne and Nelson Lewis, Jose Salas, Don DeShazo, Ruth Bostick, and Angelica Vela vs. Leal Construction Company, Inc. and City of McAllen. (Section 551.071, T.G.C.)
 - F) Discussion and Possible Action regarding economic incentives for Project Next Level. (Section 551.087, T.G.C.)

ADJOURNMENT

IF ANY ACCOMMODATION FOR A DISABILITY IS REQUIRED (OR INTERPRETERS FOR THE DEAF), NOTIFY THE CITY SECRETARY'S DEPARTMENT AT 681-1020 FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING DATE. WITH REGARD TO ANY ITEM, THE BOARD OF COMMISSIONERS MAY TAKE VARIOUS ACTIONS INCLUDING BUT NOT LIMITED TO RESCHEDULING AN ITEM IN ITS ENTIRETY FOR A FUTURE DATE OR TIME. THE CITY

COMMISSION MAY ELECT TO GO INTO EXECUTIVE SESSION ON ANY ITEM WHETHER OR NOT SUCH ITEM IS POSTED AS AN EXECUTIVE SESSION ITEM AT ANY TIME DURING THE MEETING WHEN AUTHORIZED BY THE PROVISIONS OF THE OPEN MEETINGS ACT.

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the meeting of the McAllen Board of Commissioners is a true and correct copy and that I posted a true and correct copy of said notice on the bulletin board in the Municipal Building, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the **8th** day of **March, 2013** at **3:45 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/CMC, CPM
City Secretary

Memo

TO: Mike R. Perez, City Manager

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

DATE: March 4, 2013

SUBJECT: REZONE FROM A-O (AGRICULTURAL-OPEN SPACE) DISTRICT TO C-3 (GENERAL BUSINESS) DISTRICT: NO RTH 1/2 OF LOT 9 AND R/S OF WEST PART OF LOT 18, BLOCK 3, C.E. HAMMOND'S SUBDIVISION, HIDALGO COUNTY, TEXAS; 2615 SOUTH 23RD STREET. (REZ2013-0004)

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 150 feet north of South 23rd Street and Jordan Road. The tract has a depth of approximately 293.4 feet and a width of 62.5 feet for a tract size of 18,337 square feet or .48 acres. Subsequently, the tract was rezoned to A-O (agricultural-open space) district upon comprehensive rezoning in May 1979. This property is currently the site for MC Motor Cars. The applicant is requesting C-3 (general business) District in order to bring the auto sales use into compliance with the zoning ordinance. Prior to 1979 the tract was zoned Business B-D that allowed auto sales.

The adjacent zoning is C-3 (general business) District to the north and A-O (agricultural-open space) District to the south and east. Three rezoning requests for C-3 (general business) District for this area have been approved between 1991 and 2004. Surrounding land uses are auto sales, auto glass shop, Deluxe Plaza, The Paint and Body Shop.

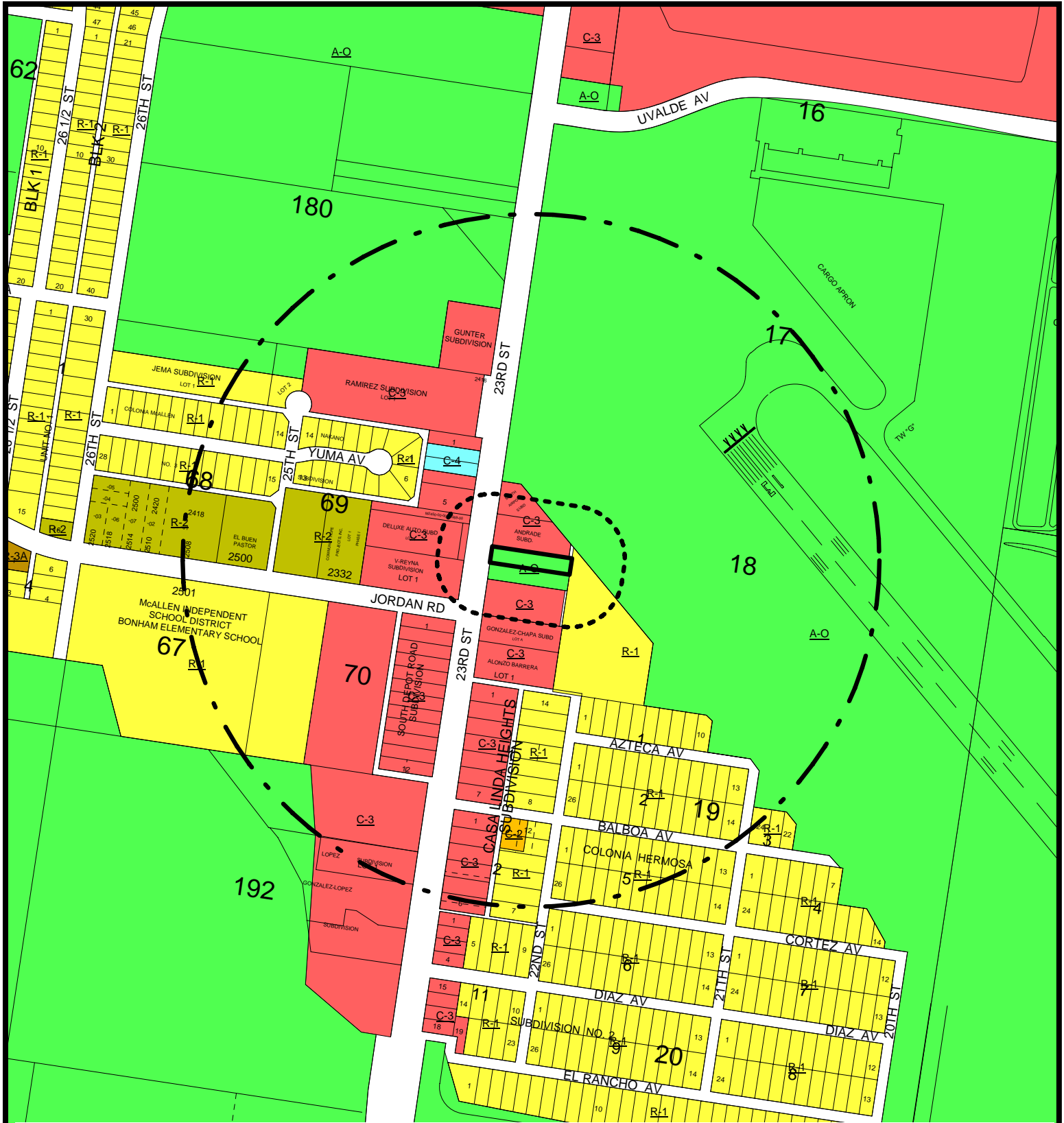
- The requested zoning conforms to the Auto Urban Commercial land use designation for the tract as indicated on the Foresight McAllen Comprehensive Plan.
- The zoning trend for this area along South 23rd Street is C-3 (general business) District.
- The development trend for tracts fronting along South 23rd Street in this area is for uses allowed in the C-3 (general business) District that includes any retail business, personal services, business services, restaurants with 51% food sales and any wholesale trade to a permitted retail operation.
- South 23rd Street is a state highway and is designated as a High Speed Arterial with 150 feet of right-of-way and is constructed with 4 travel lanes, a left turn lane, shoulders, and a posted speed limit of 35 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. Approve the rezoning request for a lesser area.
4. Disapprove the request.

RECOMMENDATION:

At the Planning and Zoning Commission meeting of February 19, 2013 no one appeared in opposition of the rezoning request. 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-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

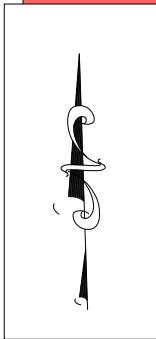
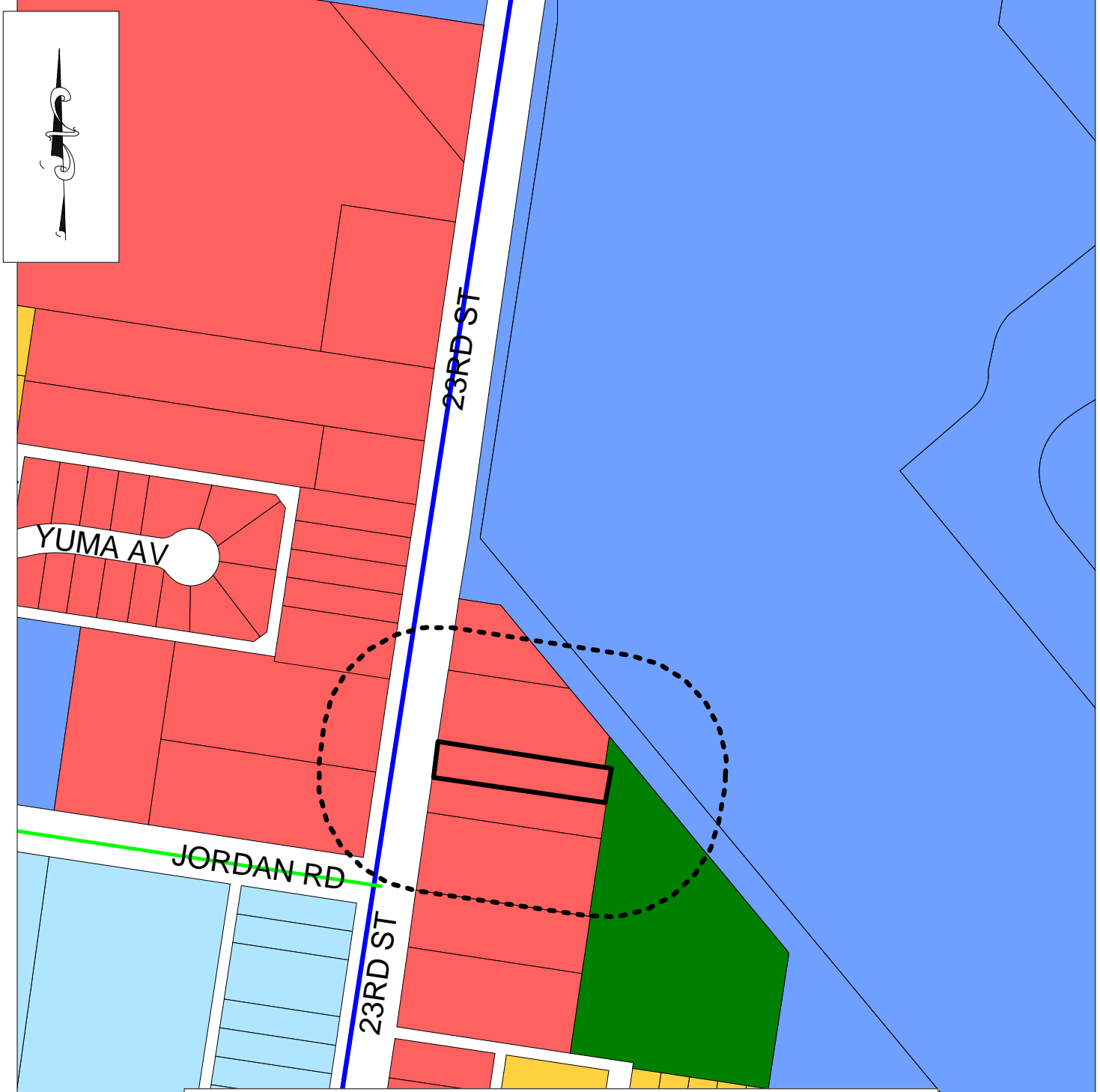
AERIAL MAP
 SCALE: N.T.S.

 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

- | | |
|---------------------------------|------------------------------------|
| 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
REZ2013-00 04**

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



STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 1A2 </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 3/05/12 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING	<u> 3/11/12 </u>
OTHER	<u> </u>	DATE	

1. Agenda Item: Conditional Use Permit

2. Party Making Request: Church of the Good Shepherd

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

Request of Church of the Good Shepherd for a Conditional Use Permit, for life of the use, for an Institutional Use (church and related activities) at 10.432 acres out of north 18.28 acres of Lot 3, Block 5, A.J. McColl Subdivision; 1200 East La Vista Avenue.

4. Policy Implication: _____

5. Budgeted: Yes No N/A

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

6. Alternate option costs: _____

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE <u>YES/NO</u>
a) <u> Julianne R. Rankin </u> Director of Planning	<u> JRR </u>	<u> 3/5/2013 </u>	<u> Yes </u>
b) <u> </u>	<u> </u>	<u> </u>	<u> </u>

8. Staff's Recommendation: Staff recommends approval of the request, for life of the use, compliance with the Subdivision and Zoning Ordinance, paving, Fire Department and building permit requirements.

9. Advisory Board: X Approved Disapproved None
Recommend approval of the request for the life of the use, compliance with the Subdivision and Zoning Ordinance, paving, Fire Department and building permit requirements

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

Memo

TO: Mike R. Perez, City Manager

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

DATE: March 4, 2013

**SUBJECT: REQUEST OF CHURCH OF THE GOOD SHEPHERD FOR A
CONDITIONAL USE PERMIT, FOR LIFE OF THE USE, FOR AN
INSTITUTIONAL USE (CHURCH AND RELATED ACTIVITIES) AT THE
10.432 ACRES OUF OF THE NORTH 18.28 ACRES OF LOT 3, BLOCK 5,
A.J. McCOLL SUBDIVISION; 1200 EAST LA VISTA 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 south site of La Vista Avenue, approximately 1,500 ft. east of North McColl Road and is zoned R-1 (single family residential) District. The adjacent zoning is R-1 District to the east, A-0 District to the north and west, and I-1 (light industrial) District to the south. The surrounding land uses include vacant land, residential homes, and UPS. An institutional use is permitted in an R-1 zone with a conditional use permit and in compliance with requirements.

The property is currently vacant and will be improved for the use of the Good Shepherd Church, which is located at the southeast corner of North McColl Road and E. La Vista Avenue. A conditional use permit for the Good Shepherd Church, for institutional use was approved by the City Commission at their meeting of September 27, 2010, for the life of the use. This new request is part of the church's plan to expand their parking facility and construction of a future building. The parking facility will include a valet parking service to take pedestrians to the main sanctuary. The conditional use permit may need to be amended based on final detail plans for the construction of the future building/facility.

A preliminary site plan was submitted; however a detailed site plan will need to be reviewed to determine specific requirements at the time of the building permit, paving permit, and site plan approval. A building and right of way permit will be required and the parking facility must meet all the requirements for landscaping, access, etc. 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 proposes direct access to E. La Vista Avenue and it does not generate traffic into residential areas;
- 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;
- 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 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.

OPTIONS:

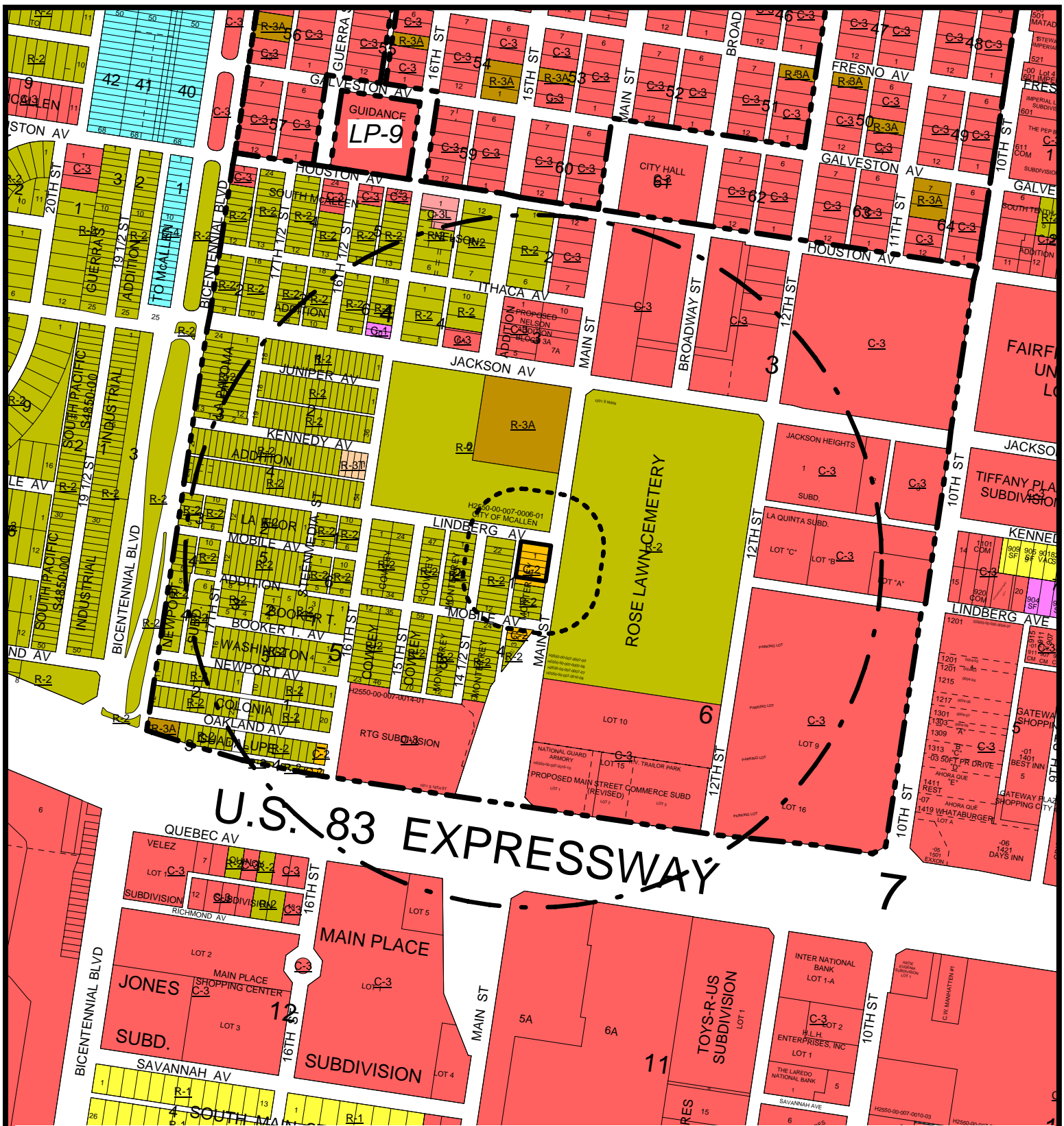
1. Approve the conditional use permit for life of the use.
2. Approve the conditional use permit for one year.
3. Table the item for additional information.
4. Disapprove the request.

RECOMMENDATION:

The request was heard at the February 19, 2013 Planning and Zoning Commission meeting. There was an adjacent property owner at the meeting. The applicant was not present.

Mr. Michal Koermir was present; he owns property directly across the street fronting E. La Vista all the way to Jackson Road. He was inquiring about the proposal and wanted to make sure that a church would not affect his future proposals.

Following discussion, the board unanimously voted to recommend approval of the conditional use permit for the life of the use subject to compliance with the Subdivision and Zoning Ordinance, paving, Fire Department and building requirements. There were five members present and voting.

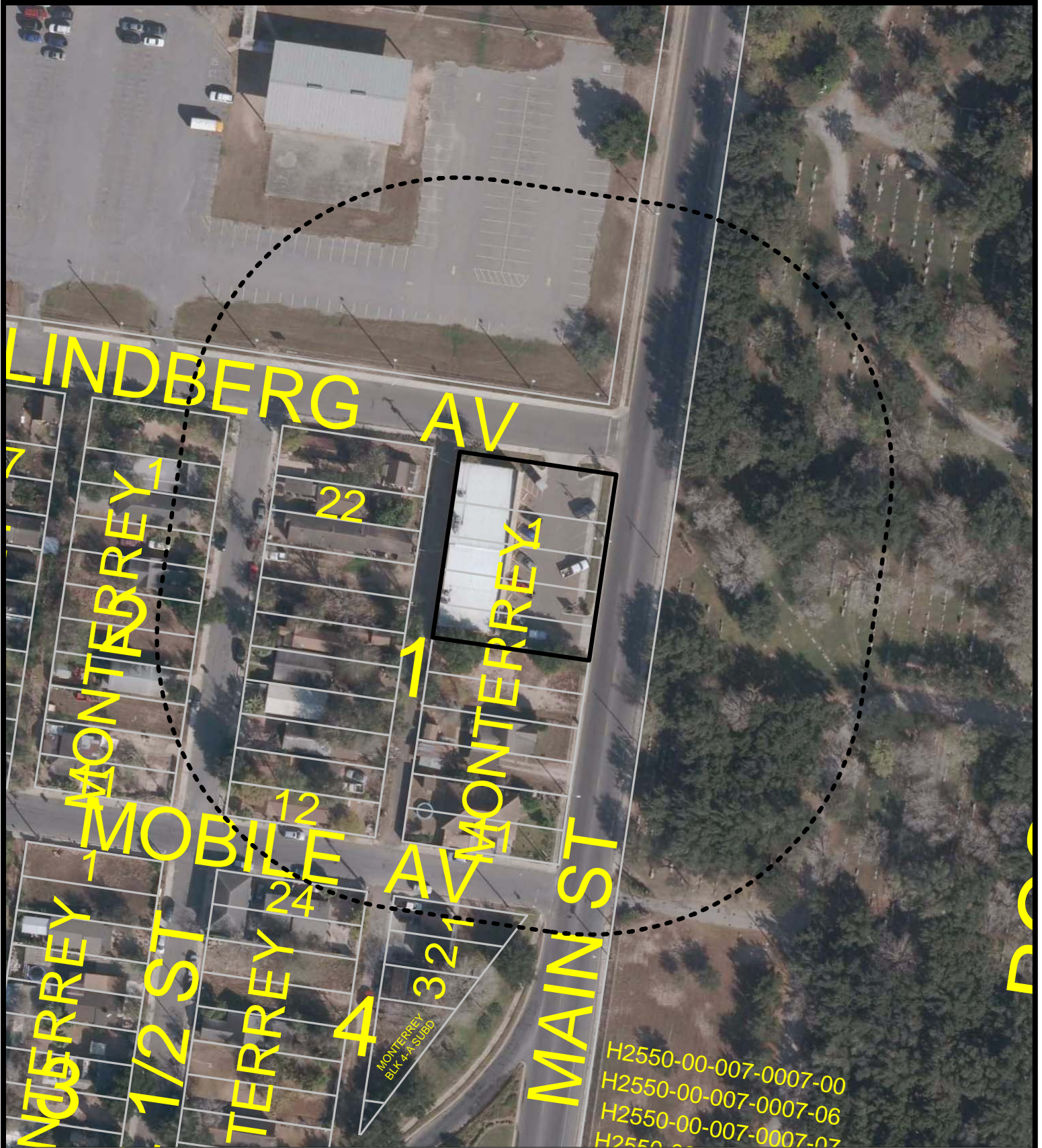


CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

SUBJECT PROPERTY	200 FT. NOTIFICATION BOUNDARY	1/4 MILE RADIUS	
ZONING LEGEND			
A-0 (AGRICULTURAL & OPEN SPACE)	R-1 (SINGLE FAMILY RESIDENTIAL)	R-2 (DUPLIX-FOURPLEX)	R-3A (APARTMENTS)
R-3C (CONDOMINIUMS)	R-3T (TOWNHOUSES)	R-4 (MOBILE HOMES)	C-1 (OFFICE BUILDING)
C-2 (NEIGHBORHOOD COMMERCIAL)	C-3 (GENERAL BUSINESS)	C-3L (LIGHT COMMERCIAL)	C-4 (COMMERCIAL INDUSTRIAL)
I-1 (LIGHT INDUSTRIAL)	I-2 (HEAVY INDUSTRIAL)	I-3 (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.

N 16606222.5542
E 1081083.5022

(S 81° 14' 00" E)

N 16606097.6066
E 1081906.2385

SIoux ROAD (S 81° 21' 52" E) 832.17'

P.O.B.
N.W. COR.
LOT 3
BLOCK 5

LOT 1, BLOCK 10
STEELE & PERSHING SUBDIVISION
VOLUME 8, PAGE 115, H.C.D.R.

(N 08° 46' 00" E)
N 08° 38' 08" E 546.06'

10.432 Ac. GROSS
-0.382 Ac. SIOUX Rd. ORIGINAL R.O.W.
-0.043 Ac. PARTIAL ADDITIONAL R.O.W.
10.007 Ac. NET

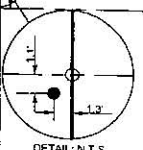
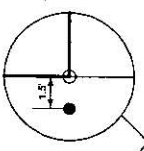
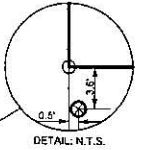
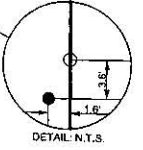
2012 ADDITIONAL RIGHT OF WAY
INSTRUMENT NO. 42048, H.C.O.R. &
INSTRUMENT NO. 8429, H.C.D.R.

150 - 160

B
L
O
C
K

(S 08° 38' 08" W)
S 08° 38' 08" W 546.06'

EBE DEVELOPMENT LTD.
INSTRUMENT NO. 1600696, H.C.O.R.



- LEGEND**
- FOUND No.4 REBAR
 - ⊗ FOUND No.5 REBAR
 - FOUND PIPE
 - ⊙ FOUND No.6 REBAR
 - SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
 - ⊘ POWER POLE
 - GUY WIRE
 - ⊠ GAS MARKER
 - GAS
 - OH
 - GAS LINE
 - OH
 - OVERHEAD POWER LINE
 - ▨ ASPHALT AREA

- N.W. COR. - NORTHWEST CORNER
P.O.B. - POINT OF BEGINNING
() - RECORDED PLAT CALLS
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
R.O.W. - RIGHT OF WAY

SCALE: 1"=100'

BEARING BASIS AS PER TEXAS STATE
PLANE GRID COORDINATE SYSTEM (NAD 83)
TEXAS SOUTH ZONE

- NOTES:**
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
 2. SURVEY WAS PREPARED IN COORDINATION WITH SIERRA TITLE OF HIDALGO COUNTY TITLE COMPANY, COMMITMENT OF NO. 3145971, EFFECTIVE DATE: JUNE 8, 2012, ISSUED: JUNE 15, 2012.
- EASEMENTS FROM SCHEDULE B:**
100. EASEMENT RESERVED IN DEED RECORDED IN VOLUME 19, PAGE 289 DEED RECORDS, HIDALGO COUNTY, TEXAS. (BLANKET IN NATURE, NOT PLOTTABLE)
 100. RIGHT-OF-WAY EASEMENT GRANTED TO CONTINENTAL PIPE LINE COMPANY, BY INSTRUMENT RECORDED IN VOLUME 132, PAGE 34, OIL AND GAS LEASE RECORDS OF HIDALGO COUNTY, TEXAS. (NOT APPLICABLE, OUTSIDE SUBJECT TRACT.)
 100. RIGHT-OF-WAY EASEMENT GRANTED TO CONTINENTAL PIPE LINE COMPANY, BY INSTRUMENT RECORDED IN VOLUME 754, PAGE 28, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (BLANKET IN NATURE, NOT PLOTTABLE)
 100. RIGHT-OF-WAY EASEMENT RUNNING ALONG THE WESTERLY PORTION OF SUBJECT PROPERTY GRANTED TO COASTAL TRANSMISSION CORPORATION, BY INSTRUMENT RECORDED IN VOLUME 923, PAGE 537, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (PLOTTED AND SHOWN HEREON)
 100. RIGHT-OF-WAY AND UTILITY EASEMENT GRANTED TO CITY OF MCALLEN BY INSTRUMENT FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, ON AUGUST 31, 1994, UNDER CLERK'S FILE NO. 406049. (PLOTTED AND SHOWN HEREON)
 100. RIGHT-OF-WAY EASEMENT GRANTED TO CITY OF MCALLEN BY INSTRUMENT FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, ON APRIL 14, 2000, UNDER CLERK'S FILE NO. 864294. (PLOTTED AND SHOWN HEREON)
 100. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP RECORDED IN VOLUME 21, PAGE 598, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (PLOTTED AND SHOWN HEREON.)
 100. EASEMENTS, RIGHTS, RULES, AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 (BLANKET IN NATURE, NOT PLOTTABLE)
 100. EASEMENTS, OR CLAIMS OF EASEMENTS, WHICH ARE NOT OF PUBLIC RECORD. (SURVEYOR CANNOT VERIFY.)
3. NO EXCAVATIONS WERE DONE AS PART OF THIS SURVEY. GAS LINE SHOWN IN APPROXIMATE LOCATIONS AS PER ABOVE GROUND MARKERS LOCATED.

COPY

CERTIFIED TO: THE FAMILY CHURCH OF MCALLEN, FROST BANK, AND SIERRA TITLE OF HIDALGO COUNTY

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 06/27/12 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.



Fred L. Kurth
FRED L. KURTH, RPLS No. 4750 DATE: 7-23-12

PLAT SHOWING
10.432 ACRES 454,414.75 Sq. Ft.
OUT OF THE NORTH 18.28 ACRES
OUT OF LOT 3, BLOCK 5
A.J. McCOLL SUBDIVISION
VOLUME 21, PAGE 598 H.C.D.R.
HIDALGO COUNTY, TEXAS

M MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

BOOK T-937, PG. 3-4
UPDATED: 7/23/2012
JOB NO. 12006.08
FILE NAME: 12006.08
DRAWN BY: J.C. / F.P.A.

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**NOTICE
INSTITUTIONAL
For
This Property
CUP2013-0023**

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

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 1A3 </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 3/05/13 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING	<u> 3/11/13 </u>
OTHER	<u> </u>	DATE	

1. Agenda Item: Conditional Use Permit

2. Party Making Request: Jose Luis Fuentes

3. Nature of Request: (Brief Overview) Attachments: X Yes No
Appeal the decision of the Planning and Zoning Commission of the February 19, 2013 meeting denying the request of Jose Luis Fuentes, for a Conditional Use Permit, for one year, for a bar at the west 330 ft. of the south 198 ft. of the north 308.88 ft. of Lot 48-9, West addition to Sharyland Subdivision, Hidalgo County, Texas: 9125 Highway 107, Suite 3.

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> 3/5/2013 </u>	<u> No </u>
b) _____	_____	_____	_____

8. Staff's Recommendation: Disapproval of the request based on non-compliance to requirement # 1 (distance) of Section 138-118(4) of the Zoning Ordinance.

9. Advisory Board: Approved X Disapproved None
With a favorable recommendation to grant the variance to the 600 ft. distance requirement, subject to paving the parking lot before issuance of the conditional use permit and providing extra security 1 hour beyond closing, nightly trash pickup and enough lighting in the area.

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

Memo

TO: Mike R. Perez, City Manager

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

DATE: March 5, 2013

SUBJECT: APPEAL THE DECISION OF THE PLANNING AND ZONING COMMISSION OF THE FEBRUARY 19, 2013 MEETING DENYING THE REQUEST OF JOSE LUIS FUENTES FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR A BAR AT THE WEST 330 FEET OF THE SOUTH 198 FEET OF THE NORTH 308.88 FEET OF LOT 48-9, WEST ADDITION TO SHARYLAND SUBDIVISION; 9125 HIGHWAY 107, SUITE 3.

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 at the southeast corner of Highway 107 and Mayberry Road and is zoned C-3 (general business) District. The adjacent zoning is C-3 District to the east, A-O (agricultural and open space) District to the west, and R-3A (apartments) District to the south. Surrounding land uses include commercial businesses, single and multiple family residences, and vacant land. A bar is allowed in a C-3 zone with a Conditional Use Permit and in compliance with requirements.

Currently there is a multi-tenant commercial block building on the property. The building is a mixture of retail, an office, a church and vacant unfinished suites. The applicant is proposing to operate a bar from an existing 1,410 sq. ft. lease space. The hours of operation will be from 12:00 p.m. to 2:00 a.m. Monday through Saturday.

A police activity report was not requested since the establishment has not been in operation. The Health and Fire Department have inspected the establishment. However, it is pending a final approval from the Fire Department once the remodeling of the bar is complete. Should the Conditional Use Permit be approved, the applicant would be required to sign the application acknowledging and agreeing to the conditions of the permit. The establishment must also meet the requirements set forth in Section 138-118(4) of the Zoning Ordinance and specific requirements as follows:

1. The property line of the lot of any of the above mentioned businesses must be at least 600 ft. from the nearest residence or residentially zoned property, church,

school, or publicly owned property, and must be designed to prevent disruption of the character of adjacent residential areas, and must not be heard from the residential area after 10:00 p.m. The proposed establishment is within 600 ft. of residential zones and uses and a church;

2. The business must provide parking in accordance with the McAllen Off-Street Parking Ordinance as a minimum, and make provisions to prevent the use of adjacent streets for parking. At this time there is two retail stores (Botanica & Imagine Adult Gift Shop), a church (Templo Cristiano), and an office (Lee's Loading Services), and two vacant suites. Based on the approximate square footages, 39 parking spaces are required. Additional parking for the church is required based on one parking space for every 4 seats in the sanctuary. The proposed 1,410 sq. ft. bar would require 19 parking spaces for a total of 58 spaces for the proposed bar, office, and retail. During inspection, staff observed that there is asphalt with loose gravel and no striping in the existing parking area. Staff has received a preliminary proposed parking layout with 64 parking spaces provided;
3. The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent properties.
4. The business shall provide sufficient lighting to eliminate dark areas and maximize visibility from a public street in order to discourage vandalism and criminal activities;
5. The business must make provisions to keep litter to a minimum and keep it from blowing onto adjacent properties; and
6. The above mentioned business shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official and Planning Director. The allowable number of persons will be determined at time of building permit.

OPTIONS:

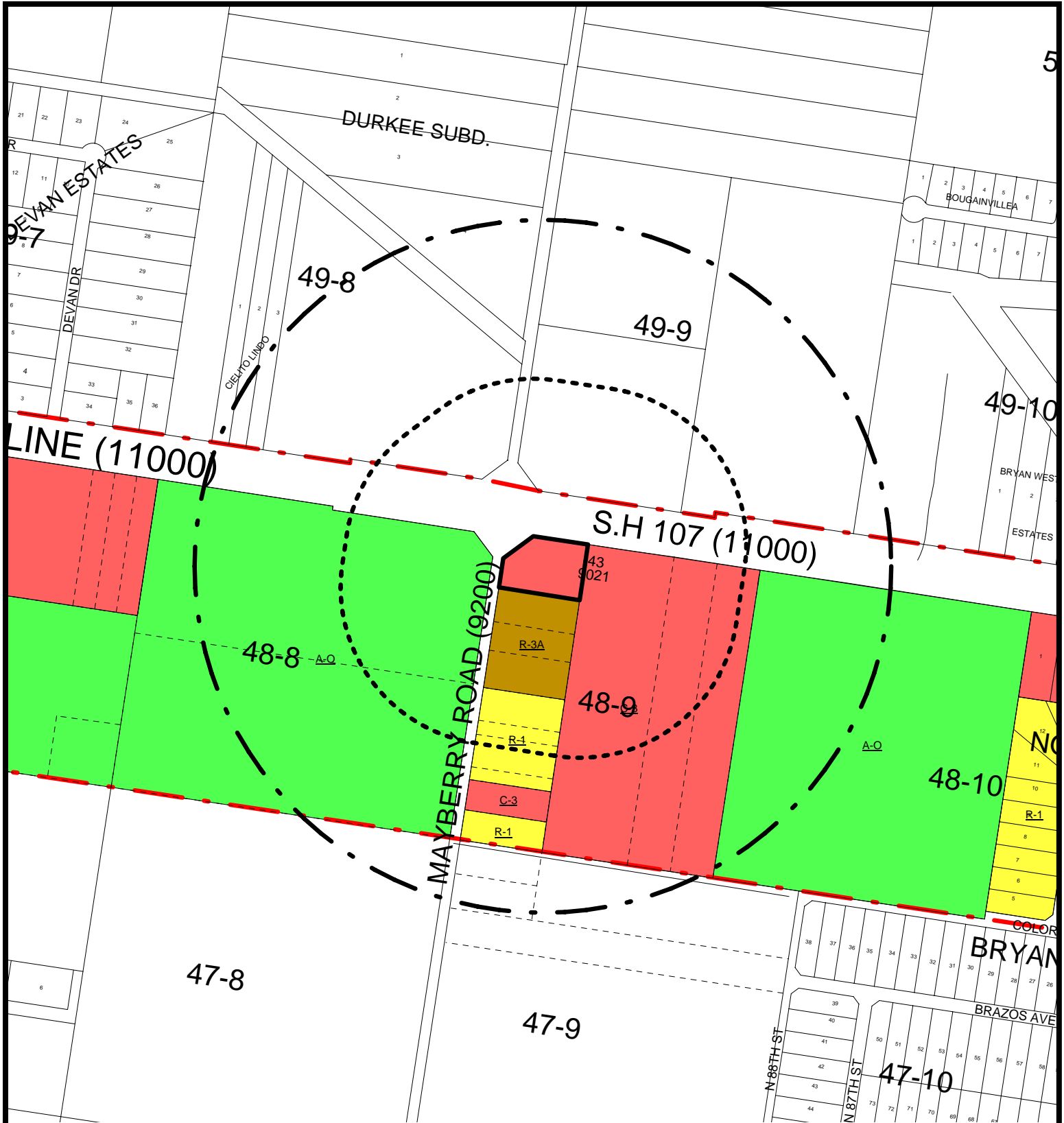
1. Approve the Conditional Use Permit, for one year.
2. Table the item for additional information.
3. Disapprove the Conditional Use Permit.

RECOMMENDATION:

The request was discussed at the February 5, 2013 Planning and Zoning Commission meeting. Following discussion of the item, the board voted to table the item to allow the applicant to submit a proposed parking layout to show parking requirements. Staff has met with the applicant to discuss the parking requirements. The applicant has submitted a preliminary proposed parking lot layout with 64 parking spaces provided.

The request was heard at the February 19, 2013 Planning and Zoning Commission meeting. There was no one present in opposition of the request and the applicant was not present.

Following discussion, the board unanimously voted to disapprove the request due to noncompliance with requirement #1 (distance) of Section 138-118(4) of the Zoning Ordinance, but with a favorable recommendation for a variance to be granted to the distance requirement, subject to paving the parking lot before issuance of the conditional use permit to operate the business, providing extra security 1 hour beyond closing, nightly trash pickup, and enough lighting in the area. There were five members present and voting. The applicant has submitted a letter of appeal.



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

LEGEND

SCALE: 1" = 500'



SUBJECT PROPERTY

600 FT. NOTIFICATION BOUNDARY

1/4 MILE RADIUS

ZONING LEGEND

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

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



CITY OF McALLEN
 PLANNING DEPARTMENT

AERIAL MAP
 SCALE: N.T.S.

 SUBJECT PROPERTY

 600 FT. NOTIFICATION BOUNDARY



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

332 Ft

Vacant
space

space #5
Retail
space

space #4
conference
Room

space #3
se
BAR

space #2
Retail

#1
Retail

Vacant
space

175 Feet

ASphalt / LOOSE GRAVEL

332 ft

Mapleberry St.

ENTRANCE

ENTRANCE

Hwy 107

MEDIDAS DEL EDIFICIO

ANCHO 30 pies

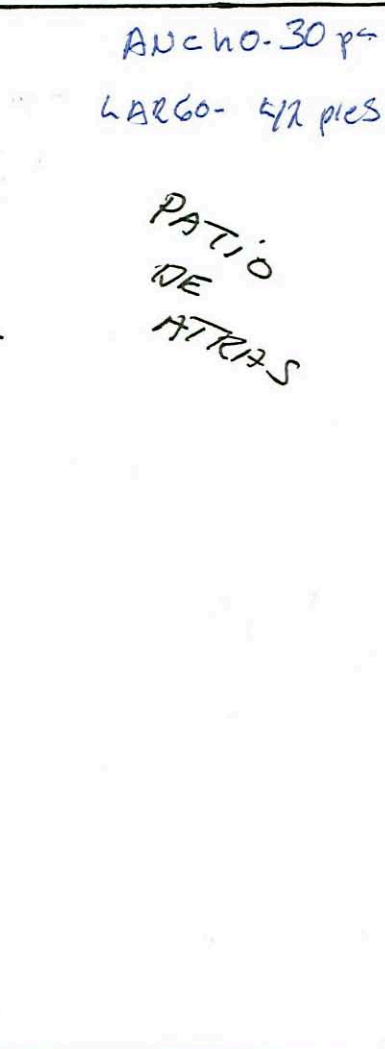
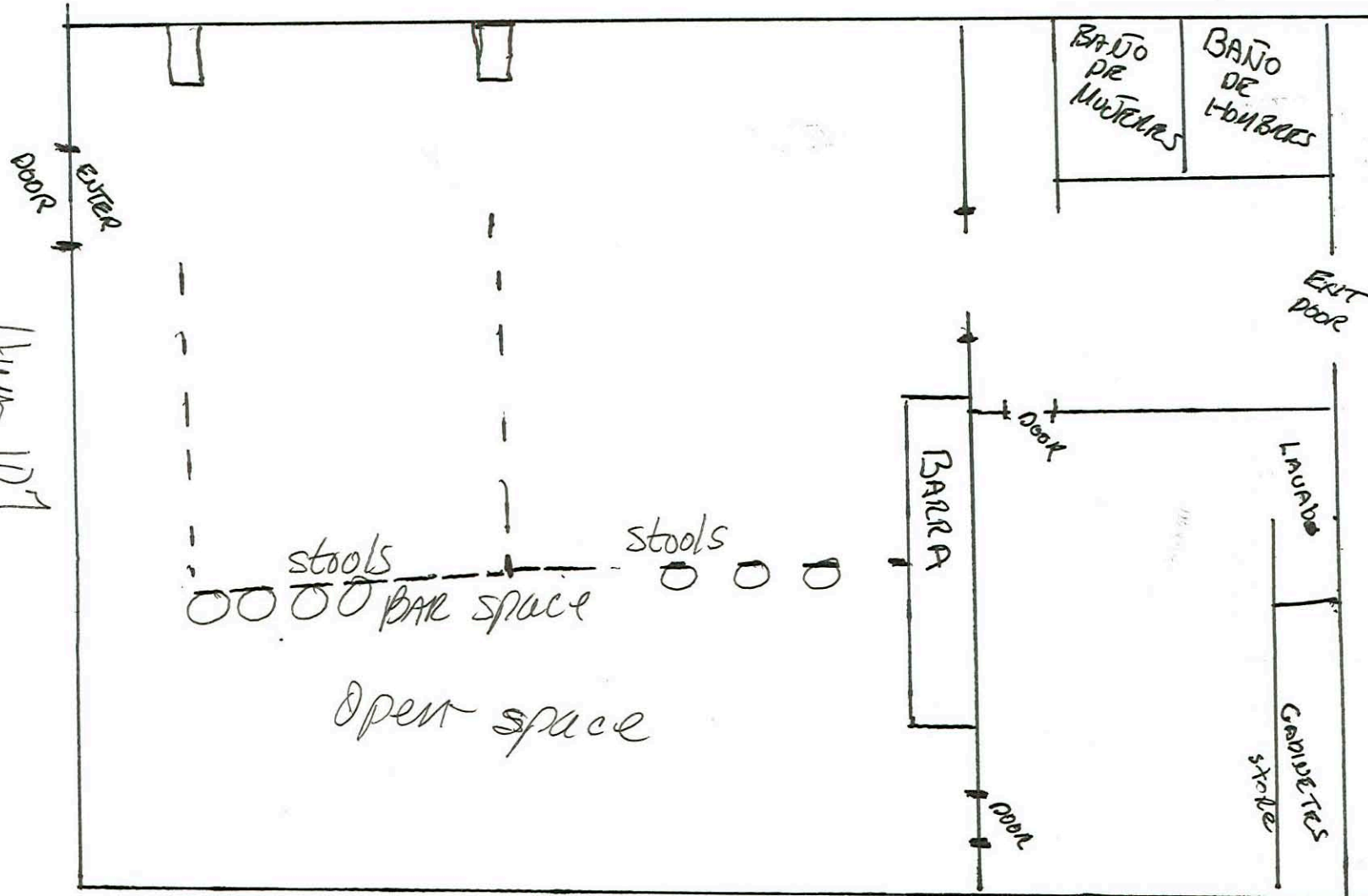
LARGO 47 pies

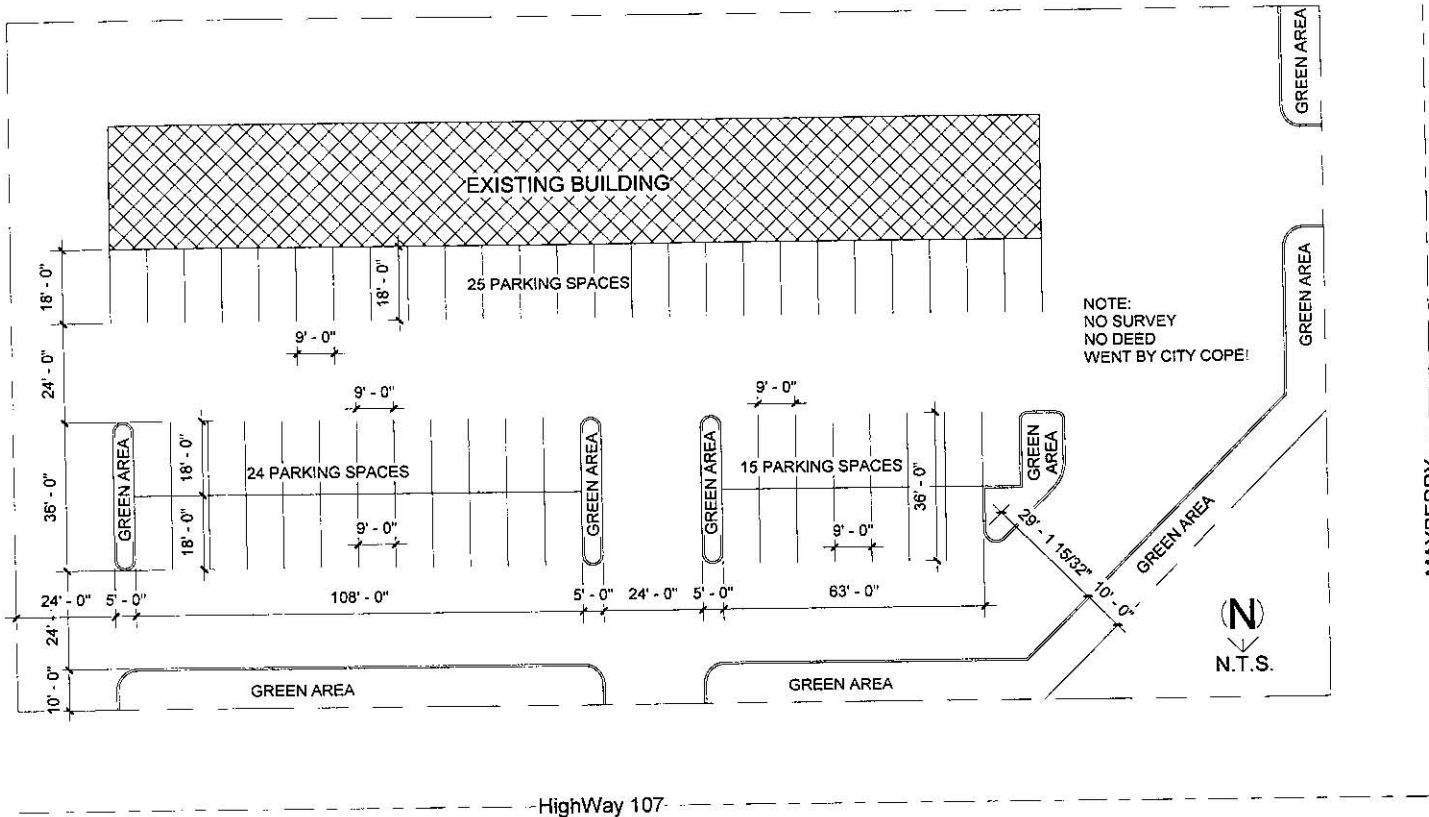
PATIO AFUERA

ANCHO-30 ps
LARGO- 47 pies

PATIO DE ATRAS

Aug 10th





February 20th, 2013

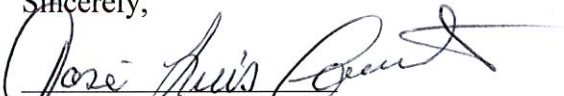
To: City of McAllen
From: Jose Luis Fuentes

RE: Joes Place Bar
9125 Hwy 107 Suite 3
McAllen Texas

Dear Sir/Madam

I am respectfully appealing the decision made by the Planning and Zoning Department on February 19th 2013.

Sincerely,


Jose Luis Fuentes, Owner

BOTANICA

TEMPLO CRISTIANO

Joe's Place

IMAGINE
ADULT GIFT SHOP
886-9886

IMAGINE
ADULT GIFT SHOP

"Don't worry about the mule just load the wagon"

Lees Loading
Service

Roy 956-424-6388
Fax 956-424-6399
David 956-424-6380

**NOTICE
BAR
For
This Property
CUP2013-0019**
City of McAllen Planning Dept - 681-1250
www.mcallen.net

Memo

TO: Mike R. Perez, City Manager

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

DATE: March 4, 2013

SUBJECT: APPEAL THE DECISION OF THE PLANNING AND ZONING COMMISSION OF THE FEBRUARY 19, 2013 MEETING DENYING THE REQUEST OF ARMANDO RODRIGUEZ FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR A KIDS EVENT CENTER AT LOT 7, LAS CAÑADAS SUBDIVISION; 2914 SOUTH JACKSON ROAD.

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 South Jackson Road, approximately 1,140 ft. north of El Rancho Road and is zoned C-3 (general business) District. The adjacent zoning is C-3 District to the north and south, R-2 (duplex-fourplex) District to the west and to the area to the east is outside city limits. Surrounding land uses include commercial businesses, fourplex units, single family residential, and vacant land. A kid's event center is allowed in a C-3 zone with a conditional use permit and in compliance with requirements.

This property is part of Las Cañadas Subdivision; a common area master plan was approved by the Board together with the final plat in 2005. Currently there is a three suite multi-tenant commercial building in the property. One of the suites is being occupied as an office and the others are vacant.

The applicant is proposing to operate a kid's event center from one of the vacant suites; the 2,950 sq. ft. suite will accommodate kid's birthday parties. The hours of operation are from 12:00 p.m. to 9:00 p.m. on Thursday thru Sunday.

The Health and Fire Departments have inspected and cleared the establishment which is in compliance with health and safety codes and regulations. A police report was not requested since the establishment has not been in operation. The establishment must also comply with requirements set forth in Section 138-118(4) of the Zoning Ordinance and specific requirements as follows:

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

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

- 2) The property must be as close as possible to a major arterial and shall no generate traffic onto residential sized streets. The establishment has direct access to South Jackson Road;
- 3) The business must provide parking in accordance with the McAllen Off-Street Parking Ordinance as a minimum, and make provisions to prevent the use of adjacent streets for parking. At this time there is a law office occupying one of the suites. The overall site plan was calculated as 22,400 sq. ft. of office space with 115 parking spaces required; 175 parking spaces provided. Based on the 2,950 sq. ft. suite 30 parking spaces are required;
- 4) The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent properties;
- 5) The business shall provide sufficient lighting to eliminate dark areas and maximize visibility from a public street in order to discourage vandalism and criminal activities;
- 6) The business must make provisions to keep litter to a minimum and keep it from blowing onto adjacent properties; and
- 7) The above mentioned business shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official and Planning Director. The maximum occupancy of the establishment will be determined at time of building permit.

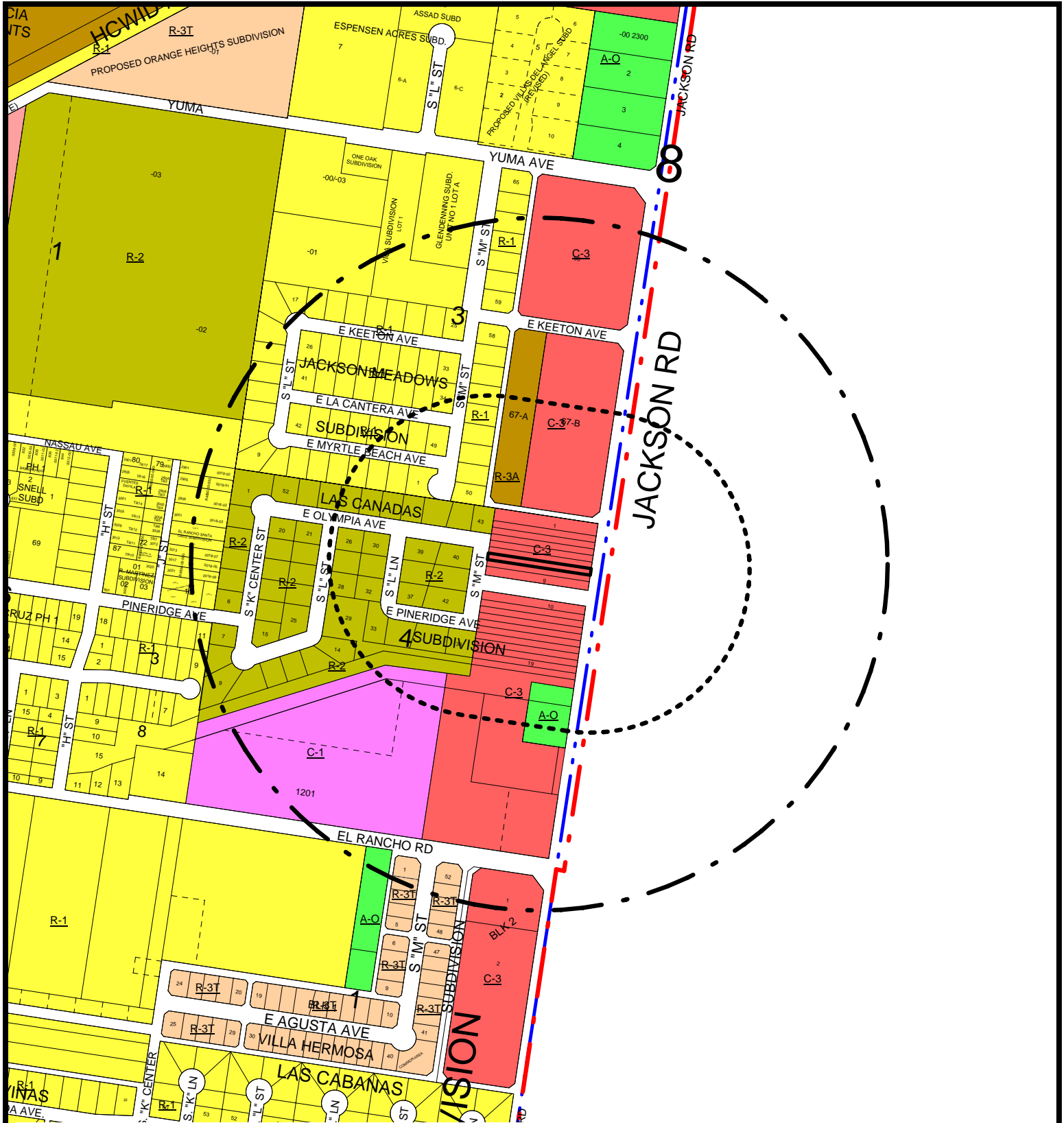
OPTIONS:

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

RECOMMENDATION:

The request was heard at the February 19, 2013 Planning and Zoning Commission meeting. There was no one present in opposition of the request. The applicant was present.

Following discussion, the board unanimously voted to disapprove the request due to noncompliance with requirement #1 (distance) of Section 138-118(4) of the Zoning Ordinance, but with a favorable recommendation for a variance to be granted to the distance requirement. There were five members present and voting. The applicant has submitted a letter of appeal.



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP



LEGEND
SCALE: 1" = 500'

SUBJECT PROPERTY

600 FT. NOTIFICATION BOUNDARY

1/4 MILE RADIUS

ZONING LEGEND

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

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CITY OF McALLEN
 PLANNING DEPARTMENT

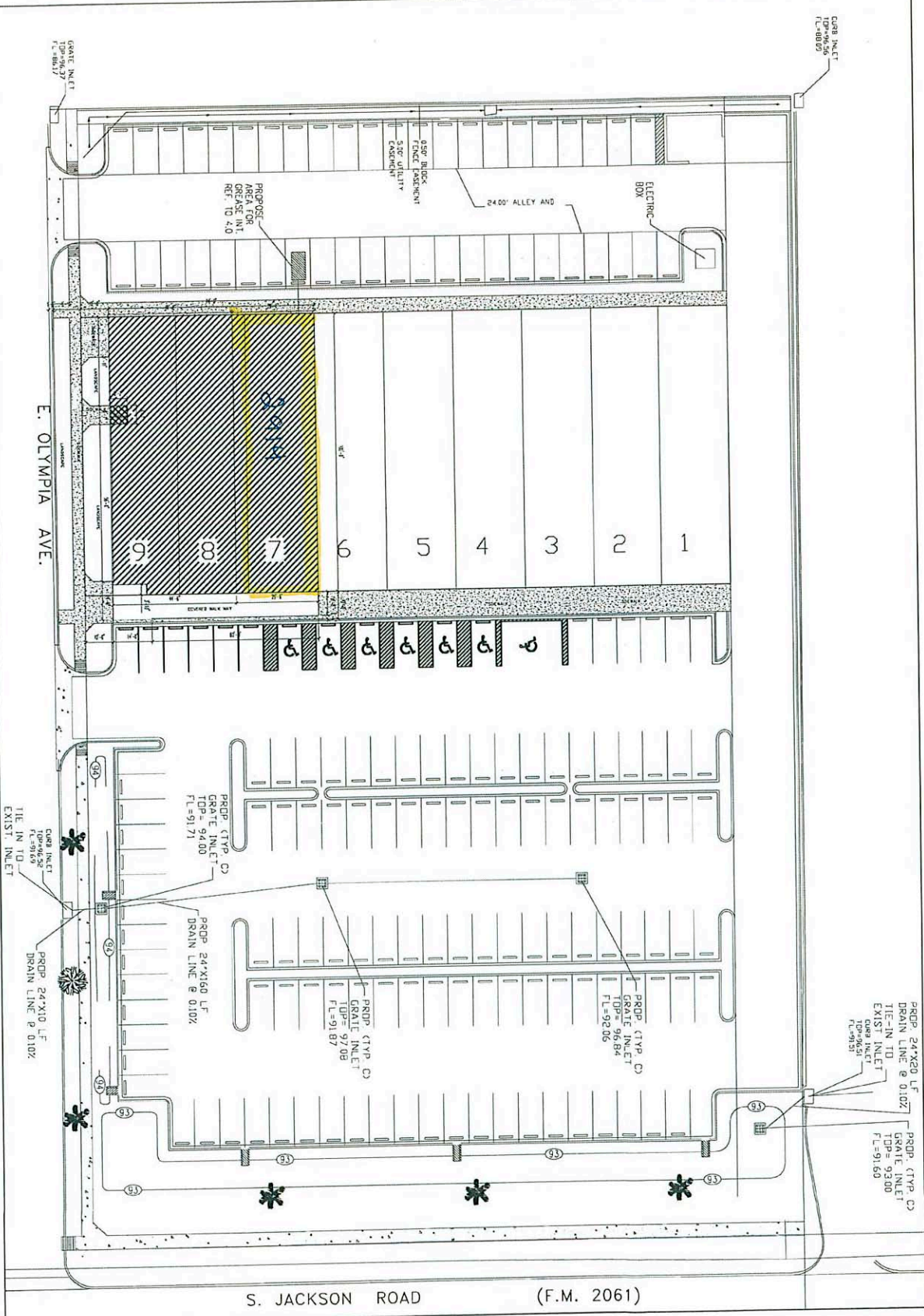
AERIAL MAP
 SCALE: N.T.S.

 SUBJECT PROPERTY

 600 FT. NOTIFICATION BOUNDARY



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



E. OLYMPIA AVE.

S. JACKSON ROAD (F.M. 2061)

1 OF 6
1.0
SHEET NUMBER

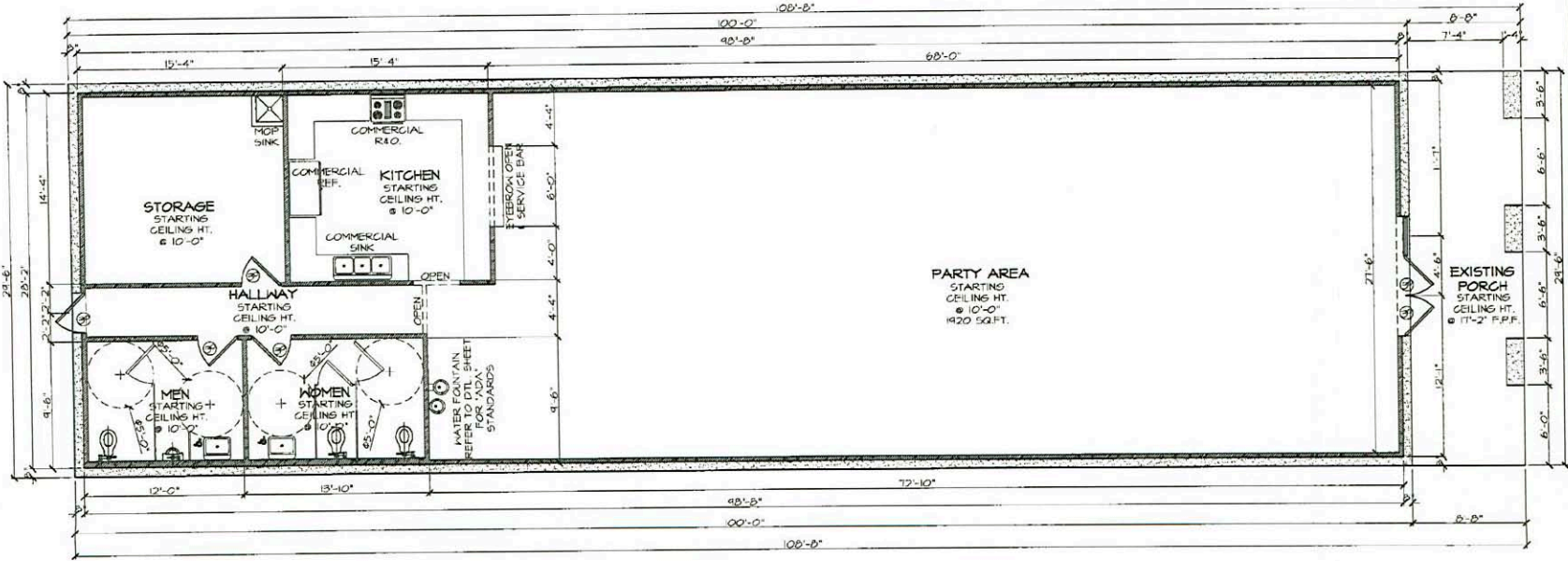
PROJECT NUMBER:
DRAWN BY:
TOMAS ALVIZO
REVISIONS:
DATE:

HIGH CONCEPT DESIGNS
RESIDENTIAL & COMMERCIAL
MCALLEN, TEXAS
(956) 821-2369
FLOOR PLAN

BUILDER/CONTRACTOR:
CASTLE BRIDGE HOMES
4121 N. 10th STREET SUITE 135
MCALLEN, TEXAS 78504
956-867-3282
SCALE: 1/8" = 1'-0"

PROJECT/OWNER:
Lot # 7
LAS CAÑADAS
RETAIL CENTER
McAllen, Texas

HIGH CONCEPT DESIGNS
REC



GENERAL FRAMING NOTES:

- 1-BUILDER/CONTRACTOR MUST VERIFY ALL DIMENSIONS BEFORE BEGINNING ANY WORK.
- 2-ALL CONSTRUCTION MUST MEET LOCAL, CITY, & INTERNATIONAL CODES, AS WELL AS ANY "ADA" REQUIREMENTS.
- 3-ALL INTERIOR WALLS TO BE 3 3/8" METAL STUD, COMMERCIAL GRADE, OR DICTER WITH 1/2" GYPSUM BOARD, UNLESS NOTED OTHER WISE.
- 4-STARTING CEILINGS HEIGHT @ 10'-0" (ACOUSTIC), UNLESS NOTED OTHER WISE.
- 5-PROVIDE BRACING AT MID HEIGHT OF ALL WALLS.
- 6-ALL JOIST & RAFTERS SHALL BE ALIGNED OVER STUDS BELOW.
- 7-FRAMER TO INSTALL DOUBLE FLOOR JOIST UNDER PARTITION WALL PARALLEL TO JOIST DIRECTION.
- 8-BUILDER SHALL VERIFY ATTIC ACCESS, & AIR RETURN LOCATIONS WITH OWNER & CONTRACTOR.
- 9-BUILDER/CONTRACTOR SHALL REFER TO DTL. SHEET FOR ALL "ADA" STANDARDS.
- 10-BUILDER/FRAMER SHOULD ALSO FOLLOW ENGINEERING PLANS, (WINDSTORM PLANS) IF PROVIDED.

AREAS:

LIVING	2,950 SQ. FT.
PORCH	256 SQ. FT.
TOTAL	3,206 SQ. FT.

WALL LEGEND:

-  EXISTING CMU, TYP.
-  METAL STUD, COMMERCIAL GRADE, TYP.



NORTH

FLOOR PLAN

SCALE: 1/8" = 1'-0"

Armando Rodriguez
4121 N. 10th St., Suite 138
McAllen, TX 78504
956-867-3282

February 27, 2013

City of McAllen

Re: 2914 S. Jackson, McAllen, TX 78503

To Whom It May Concern::

I wish to appeal the decision of the planning & zoning, which was made on February 19, 2013.

I would appreciate it if the McAllen City Commission could hear my request for this project.


This business is a children event center that will have music but all music will be contained within the four corners of an enclosed block building.

I appreciate the commissions review of my appeal. If you have any additional questions, please call me as soon as you can. Thanks.

Sincerely,



Armando Rodriguez,
Contractor



Eduardo Cantu,
OC Development, Ltd.
Owner

**NOTICE
EVENTS CENTER
For
This Property
CUP2013-0021**

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

FOR SALE
Owner Financing
1454-7247

For Rent
1454-7247

**CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM**

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 1B
DATE SUBMITTED 3/04/13
MEETING DATE 3/11/13

1. **Agenda Item:** Rezoning Request

2. **Party Making Request:** _____

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

 Rezone from R-1 (single family residential) District to R-3A (multifamily residential apartments) District: Lot 18, Janice Addition #1 Subdivision, and Lot 9, Janice Addition #2 Subdivision, Hidalgo County, Texas; 1107 Tamarack Avenue and 1102 Sycamore Avenue.

4. **Policy Implication:** Zoning Ordinance

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

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

If over budget how will it be paid for: _____

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

7. **Routing:**

	NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)	<u> Julianne R. Rankin </u> Director of Planning	<u> JR </u>	<u> 2/19/13 </u>	<u> Yes </u>
b)	_____	_____	_____	_____

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

9. **Advisory Board:** Approved Disapproved X None
 Planning and Zoning tabled this request at the meetings of February 5 & February 19, 2013. This item is to be heard at the P & Z meeting of March 5, 2013.

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

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

Memo

TO: Mike R. Perez, City Manager

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

DATE: February 5, 2013

SUBJECT: REZONE FROM R-1 (SINGLE FAMILY RESIDENTIAL) DISTRICT TO R-3A (MULTIFAMILY RESIDENTIAL APARTMENTS) DISTRICT: LOT 18, JANICE ADDITION #1 SUBDIVISION AND LOT 9, JANICE ADDITION #2 SUBDIVISION, HIDALGO COUNTY, TEXAS; 1107 TAMARACK AVENUE AND 1102 SYCAMORE AVENUE. (REZ2013-0002)

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 properties are located along the south side of Tamarack Avenue and along the north side of Sycamore Avenue just east of 12th Street. The proposed tracts have 154 feet of frontage along Tamarack Avenue and 179 feet along Sycamore Avenue with a depth of 280 feet for a tract size of 46,870 feet or 1.076 acres. The property was zoned to R-1 (single family residential) District during comprehensive zoning in 1979. The property is vacant. The applicant is requesting R-3A (multifamily residential apartments) District in order to establish an apartment use. A feasibility plan has not been submitted.

The adjacent zoning is C-3 (general business) District to the northeast, C-1 (office building) District to the east, R-1 (single family residential) District to the north, south, and west. A rezoning request for C-1 (office building) District for the adjacent property to the east of Lot 18 was approved in 1996. El Dorado Apartments located to the east at 1016 Sycamore Avenue was built under a previous zoning ordinance as is currently zoned R-1 District. Surrounding land uses are single family residential, apartments, daycare, office, and various commercial uses located to the east near 10th Street.

- The Foresight McAllen Comprehensive Plan indicates Auto Urban Residential land use designation for the property however it does not reflect existing apartment, duplex-fourplex in the area. There are existing apartments adjacent to the east of Lot 9 of the subject property. The proposed apartments face single family residences to the north and south.
- The maximum density allowed in Auto Urban Residential is 13.5 dwelling units per acre. The maximum density allowed in a R-3A (multifamily residential apartment) District is 46

1-bedroom units, 37 2-bedroom units, and 31 3-bedroom units. The number of vehicle trips generated would be 303 to 204 trips per day based upon 6.59 trips per apartment unit.

- The development trend in the area is conversion of single family residences to commercial uses adjacent to the 10th Street corridor and stable single family residences to the north, south and west.
- Tamarack & Sycamore Avenues are designated as local streets with 50 feet of right-of-way, constructed with 2 travel lanes, one parking lane, 30 feet pavement width, and curb and gutter. Minimum right-of-way for multifamily is 60 feet with 42 feet of pavement width.
- Landscaping requirement for the proposed apartment project is 4,687 square feet of green area and 15 trees with 2½ inches in diameter with 10 feet in height or an equivalent. A 10 foot landscape is required along Tamarack and Sycamore Avenues.
- Parkland dedication or fees in lieu of parkland dedication comprising \$700 per dwelling unit is required.
- A site plan approved by the Planning and Zoning Commission is required prior to issuance of any building permit.

OPTIONS:

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

RECOMMENDATION:

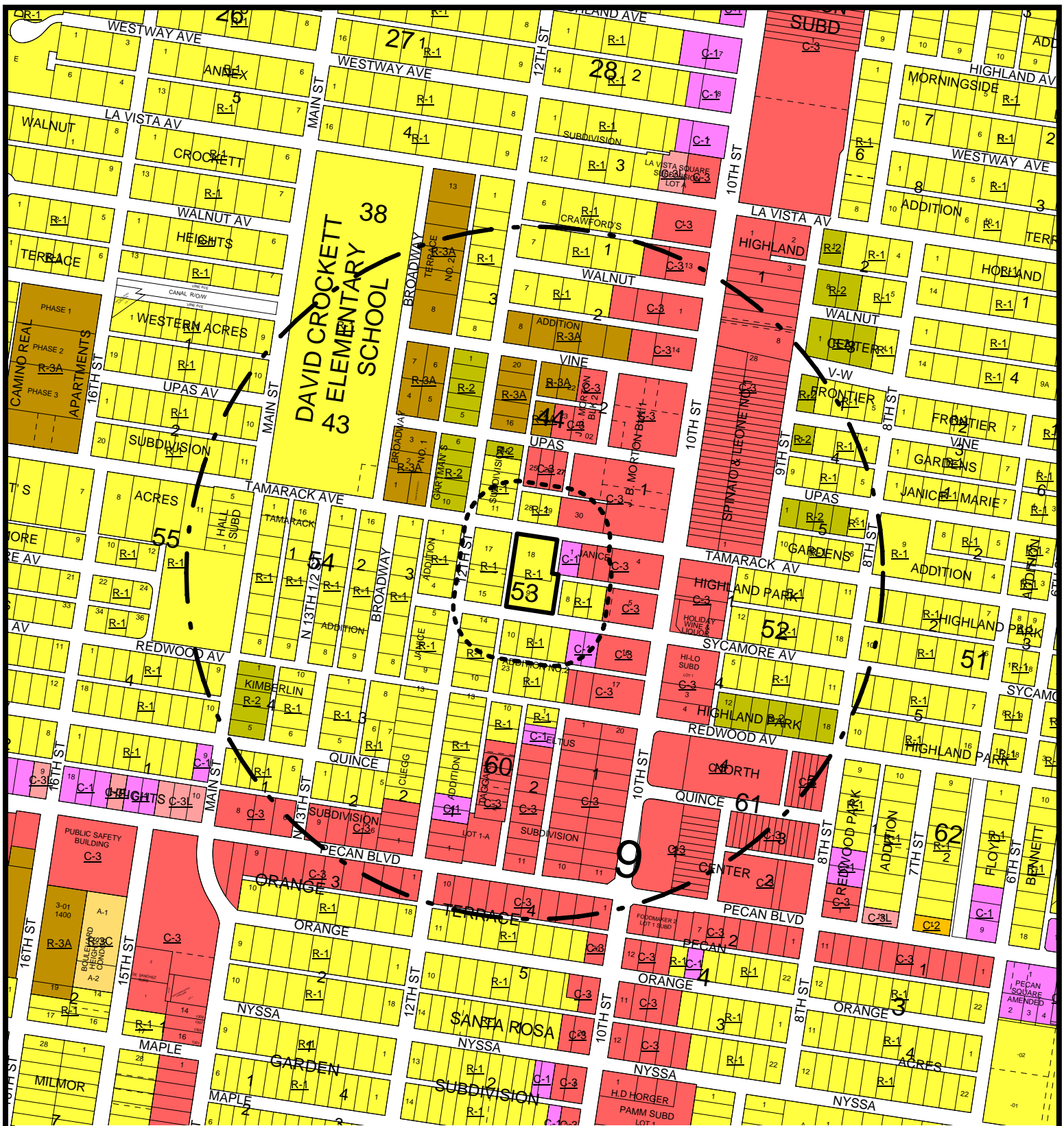
Staff recommends approval of the rezoning request.

Planning & Zoning Commission meeting of February 5, 2013.

At the Planning and Zoning Commission meeting of February 5, 2013 two residents were present but did not speak in favor or against the request. Staff informed the Board that the applicant was not present and would therefore request that this rezoning request be tabled until the next meeting. The Board voted unanimously to table the rezoning request with 6 members present and voting.

Planning & Zoning Commission meeting of February 19, 2013.

At the Planning and Zoning Commission meeting of February 19, 2013 staff informed the Board that via the telephone applicant indicated that he was to withdraw the rezoning request however no written request has been submitted. The Board voted unanimously to table the rezoning request with 5 members present and voting.



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

LEGEND

SCALE: 1" = 500'



SUBJECT PROPERTY

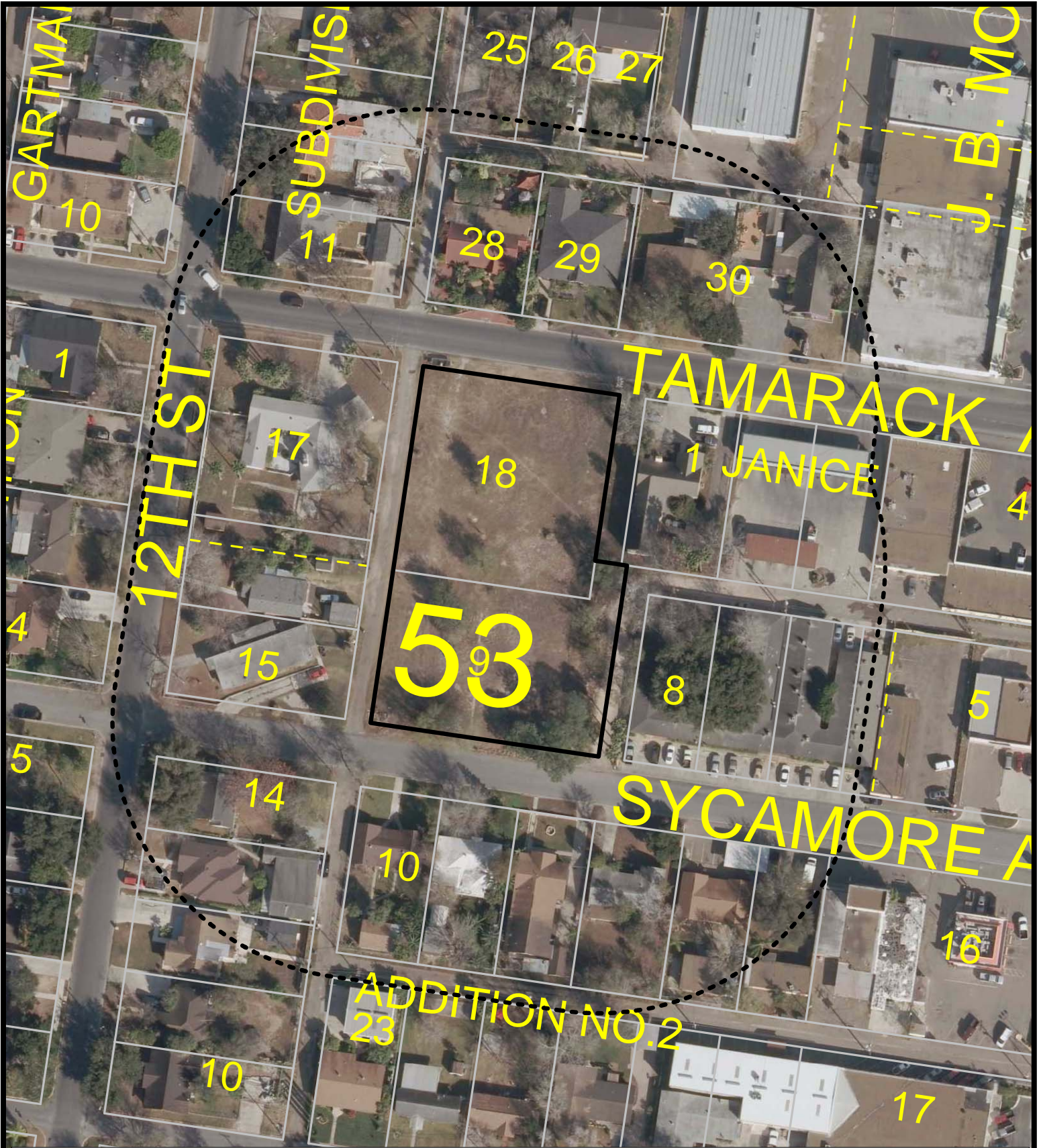
200 FT. NOTIFICATION BOUNDARY

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 (DUPLEX-FOURPLEX)	R-3T (TOWNHOUSES)	C-2 (NEIGHBORHOOD COMMERCIAL)	C-4 (COMMERCIAL INDUSTRIAL)	(SPECIAL DISTRICT)

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



CITY OF McALLEN
 PLANNING DEPARTMENT

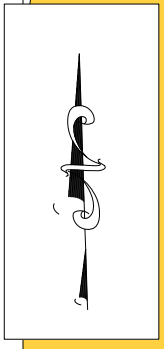
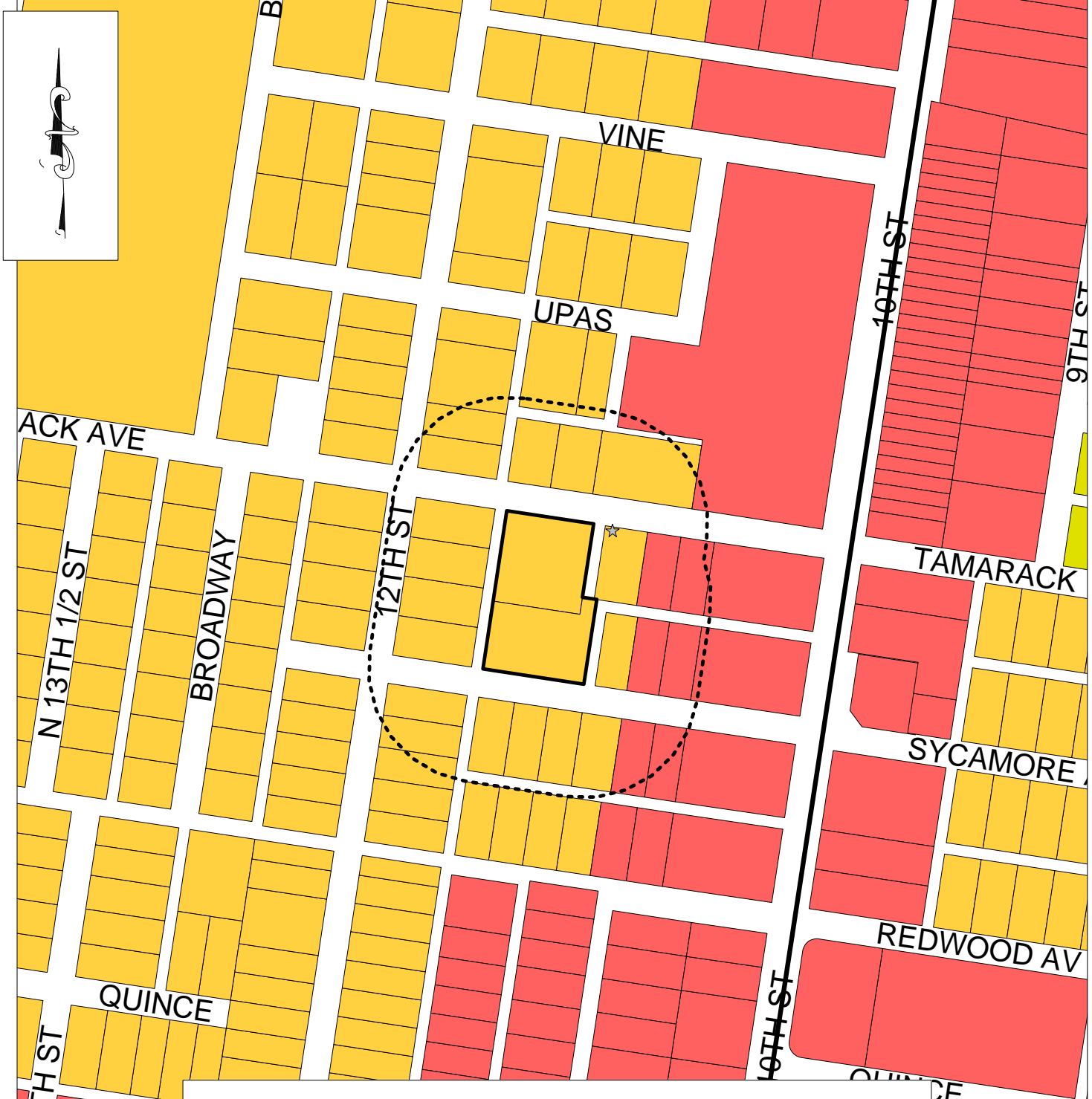
AERIAL MAP
 SCALE: N.T.S.

 SUBJECT PROPERTY

 200 FT. NOTIFICATION BOUNDARY



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



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) |
| EST - ESTATE | URC - URBAN CENTER | EXPRESSWAY 350' |
| SUBR - SUBURBAN RESIDENTIAL | UCH - URBAN CENTER HIGH | PARKWAY 350' |
| AUSF - AUTO URBAN SINGLE FAMILY | IND - INDUSTRIAL | HI-SPEED ARTERIAL 150' |
| USF - URBAN SINGLE FAMILY | SPUS - SPECIAL USES, CIVIC, PUBLIC | PRINCIPAL ARTERIAL 120' |
| AUMF - AUTO URBAN MULTIFAMILY | PRK - CITY PARKS | MINOR ARTERIAL 100' |
| UMF - URBAN MULTIFAMILY | OPS - OPEN SPACE | COLLECTOR 80' |
| UMX - URBAN RESIDENTIAL MIXED | AGR - AGRICULTURE | ALTERNATIVE ALIGNMENT |
| AUCM - AUTO URBAN COMMERCIAL | WTBY - WATER BODIES | 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
REZ2013-0002**
 City of McAllen, Planning Dept. • 851-1250
www.mcallen.net

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 1C1 </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 3/05/12 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING	<u> </u>
OTHER	<u> </u>	DATE	<u> 3/11/12 </u>

1. Agenda Item: Conditional Use Permit

2. Party Making Request: Jeff G. Stolpa on behalf of Stripes #9641

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

Request of Jeff G. Stolpa on behalf of Stripes #9641 for a Conditional Use Permit, for life of the use, for a portable building (storage) at Lot 1, Cassandra Subdivision; 3618 Pecan Boulevard.

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> 3/5/2013 </u>	<u> Yes </u>
b) <u> </u>	<u> </u>	<u> </u>	<u> </u>

8. Staff's Recommendation: Staff recommends disapproval of the request, for life of the use; however, staff recommends approval for one year, subject to Section 138-118(3) of the Zoning Ordinance, comply with minimum setbacks and Fire Department requirements.

9. Advisory Board: Approved Disapproved X None
This item was heard on the February 5, 2012 meeting; however, item was tabled. The item remained tabled at the February 19, 2012 Planning and Zoning Commission meeting and was tabled at the February 25, 2013 City Commission. The item is in the March 5, 2013 Planning and Zoning Commission meeting agenda.

10. City Attorney: Approved Disapproved KP None

11. Manager's Recommendation: MRP Approved Disapproved None
 1 year

STANDARDIZED RECOMMENDATION FORM

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

AGENDA ITEM 1C2
DATE SUBMITTED 3/05/12
MEETING DATE 3/11/12

1. Agenda Item: Conditional Use Permit

2. Party Making Request: Jeff G. Stolpa on behalf of Stripes #9644

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

Request of Jeff G. Stolpa on behalf of Stripes #9644 for a Conditional Use Permit, for life of the use, for a portable building at Lot 1, Nolana Terrace Subdivision; 3920 North 23rd Street.

4. Policy Implication: _____

5. Budgeted: Yes No N/A
Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. Alternate option costs: _____

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE <u>YES/NO</u>
a) <u>Julianne R. Rankin</u> Director of Planning	<u>JRR</u>	<u>3/5/2013</u>	<u>Yes</u>
b) _____	_____	_____	_____

8. Staff's Recommendation: Staff recommends disapproval of the request, for life of the use; however, staff recommends approval for one year, subject to Section 138-118(3) of the Zoning Ordinance, comply with minimum setbacks and Fire Department requirements.

9. Advisory Board: Approved Disapproved X None
This item was heard on the February 5, 2012 meeting; however, item was tabled. The item remained tabled at the February 19, 2012 Planning and Zoning Commission meeting and was tabled at the February 25, 2013 City Commission. The item is in the March 5, 2013 Planning and Zoning Commission meeting agenda.

10. City Attorney: Approved Disapproved KP None

11. Manager's Recommendation: MRP Approved Disapproved None
 1 year

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 1C3 </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 3/05/12 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING	<u> 3/11/12 </u>
OTHER	<u> </u>	DATE	

1. Agenda Item: Conditional Use Permit

2. Party Making Request: Jeff G. Stolpa on behalf of Stripes #9104

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

 Request of Jeff G. Stolpa on behalf of Stripes #9104 for a Conditional Use Permit, for life of the use, for a portable building (storage) at 0.80 acres out of Lot 76, R.E. Horn's Addition to McAllen First Suburban Citrus Grove Subdivision; 1520 South Ware Road.

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> 3/5/2013 </u>	<u> Yes </u>
b) <u> </u>	<u> </u>	<u> </u>	<u> </u>

8. Staff's Recommendation: Staff recommends disapproval of the request, for life of the use; however, staff recommends approval for one year, subject to Section 138-118(3) of the Zoning Ordinance, comply with minimum setbacks, Fire Department requirements and subject to having a 12 ft. separation between portable building and main building.

9. Advisory Board: Approved Disapproved X None

 This item was on the February 5, 2012 meeting; however, item was tabled. The item remained tabled at the February 19, 2012 Planning and Zoning Commission meeting and was tabled at the February 25, 2013 City Commission. The item is in the March 5, 2013 Planning and Zoning Commission meeting agenda.

10. City Attorney: Approved Disapproved KP None

11. Manager's Recommendation: MRP Approved Disapproved None

 1 year

STANDARDIZED RECOMMENDATION FORM

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

AGENDA ITEM 1C4
DATE SUBMITTED 3/05/12
MEETING DATE 3/11/12

1. Agenda Item: Conditional Use Permit

2. Party Making Request: Jeff G. Stolpa on behalf of Stripes #7318

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

Request of Jeff G. Stolpa on behalf of Stripes #7318 for a Conditional Use Permit, for life of the use, for a portable building (storage) at Lots 1 and 2, Block 64, Original Townsite of McAllen Subdivision; 720 South 10th Street.

4. Policy Implication: _____

5. Budgeted: Yes No N/A
Bid Amount: Budgeted Amount:
Under Budget: Over Budget:
Amount Remaining:

6. Alternate option costs: _____

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE <u>YES/NO</u>
a) <u>Julianne R. Rankin</u> Director of Planning	<u>JRR</u>	<u>3/5/2013</u>	<u>Yes</u>
b) _____	_____	_____	_____

8. Staff's Recommendation: Staff recommends disapproval of the request, for life of the use; however, staff recommends approval for one year, subject to Section 138-118(3) of the Zoning Ordinance, comply with minimum setbacks and Fire Department requirements.

9. Advisory Board: Approved Disapproved X None
This item was heard on the February 5, 2012 meeting; however, item was tabled. The item remained tabled at the February 19, 2012 Planning and Zoning Commission meeting and was tabled at the February 25, 2013 City Commission meeting. The item is in the March 5, 2013 Planning and Zoning Commission meeting agenda.

10. City Attorney: Approved Disapproved KP None

11. Manager's Recommendation: MRP Approved Disapproved None

STANDARDIZED RECOMMENDATION FORM

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

AGENDA ITEM _____ 1C5
DATE SUBMITTED _____ 3/05/12
MEETING DATE _____ 3/11/12

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

2. **Party Making Request:** Jeff G. Stolpa on behalf of Stripes #2234

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

Request of Jeff G. Stolpa on behalf of Stripes #2234 for a Conditional Use Permit, for life of the use, for a portable building (storage) at Lot 1, J. G. Ortegon Unit No. 2 Subdivision; 4600 South 23rd Street.

4. **Policy Implication:** _____

5. **Budgeted:** _____ Yes _____ No _____ N/A
Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining: _____

6. **Alternate option costs:** _____

7. **Routing:**

NAME/TITLE	INITIAL	DATE	CONCURRENCE <u>YES/NO</u>
a) <u>Julianne R. Rankin</u> Director of Planning	<u>JRR</u>	<u>3/5/2013</u>	<u>Yes</u>
b) _____	_____	_____	_____

8. **Staff's Recommendation:** Staff recommends disapproval of the request, for life of the use; however, staff recommends approval for one year, subject to Section 138-118(3) of the Zoning Ordinance, comply with minimum setbacks, Fire Department requirements and subject to having a 12 ft. separation between portable building and main building.

9. **Advisory Board:** Approved **Disapproved** X None
This item was on the February 5, 2012 meeting; however, item was tabled. The item remained tabled at the February 19, 2012 Planning and Zoning Commission meeting and was tabled at the February 25, 2013 City Commission. The item is in the March 5, 2013 Planning and Zoning Commission meeting agenda.

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

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

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 1C6 </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 3/05/12 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING	<u> 3/11/12 </u>
OTHER	<u> </u>	DATE	

1. Agenda Item: Conditional Use Permit

2. Party Making Request: Jeff G. Stolpa on behalf of Stripes #7304

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

Request of Jeff G. Stolpa on behalf of Stripes #7304 for a Conditional Use Permit, for life of the use, for a portable building (storage) at the North 110.0 ft. of the East 150.0 ft. of Lot 25, Block 2, C. E. Hammonds Subdivision; 1225 North 23rd Street.

4. Policy Implication:

5. Budgeted: Yes No N/A
Bid Amount: Budgeted Amount:
Under Budget: Over Budget:
Amount Remaining:

6. Alternate option costs:

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE <u>YES/NO</u>
a) <u> Julianne R. Rankin </u> Director of Planning	<u> JRR </u>	<u> 3/5/2013 </u>	<u> Yes </u>
b) <u> </u>	<u> </u>	<u> </u>	<u> </u>

8. Staff's Recommendation: Staff recommends disapproval of the request, for life of the use; however, staff recommends approval for one year, subject to Section 138-118(3) of the Zoning Ordinance, comply with minimum setbacks, Fire Department requirements, placing the portable building in a concrete pad or paved area, and all parking areas being paved and landscaped.

9. Advisory Board: Approved Disapproved X None
This item was on the February 5, 2012 meeting; however, item was tabled. The item remained tabled at the February 19, 2012 Planning and Zoning Commission meeting and was tabled at the February 25, 2013 City Commission. The item is in the March 5, 2013 Planning and Zoning Commission meeting agenda.

10. City Attorney: Approved Disapproved KP None

11. Manager's Recommendation: MRP Approved Disapproved None
 1 year

CITY OF MCALLEN
STANDARDIZED RECOMMENDATION FORM

①
03/04/13
03/11/13

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

AGENDA ITEM _____
 DATE SUBMITTED _____
 MEETING DATE _____

1. Agenda Item: Zoning Ordinance

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

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


4. Policy Implication: _____

5. Budgeted: ___ Yes _____ No _____ N/A

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

6. Alternate option costs: _____

7. Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE YES/NO</u>
a) _____ Kevin D. Pagan City Attorney	_____	_____	_____
b) _____ Julianne Rankin Director of Planning		<u>3-5</u>	<u>Yes</u>

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

9. Advisory Board: ___ Approved _____ Disapproved _____ None

10. City Attorney: KDP Approved _____ Disapproved _____ None

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

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF McALLEN, TEXAS AS ENACTED ON MAY 29, 1979, BY PROVIDING THAT LOT 18, JANICE ADDITION #1 SUBDIVISION, AND LOT 9, JANICE ADDITION #2 SUBDIVISION, HIDALGO COUNTY, TEXAS SHALL BE CHANGED FROM R-1 (SINGLE FAMILY RESIDENTIAL) DISTRICT TO R-3A (MULTI-FAMILY RESIDENTIAL APARTMENTS) DISTRICT; THAT THE NORTH ½ OF LOT 9 AND R/S OF WEST PART OF LOT 18, BLOCK 3, C.E. HAMMOND'S SUBDIVISION, HIDALGO COUNTY, TEXAS SHALL BE CHANGED FROM A-O (AGRICULTURAL - OPEN SPACE) 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 R-1 (single family residential) District to R-3A (multi-family residential apartments) District:

Lot 18, Janice Addition #1 Subdivision,
and Lot 9, Janice Addition #2
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 A-O (agricultural - open space) District to C-3 (general business) District:

A tract of land out of a 0.97 acre tract
out of Lot 18, Block 3, C.E. Hammond's
Subdivision, Hidalgo County, Texas,

said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point on the West line of said Lot 18, for the Northwest corner, said corner located South 375.0 feet from the Northwest corner of said Lot 18;

THENCE, East parallel to the North line of said Lot 18, at 44.6 feet pass a found ½ inch iron rod at the East right-of-way line of Spur 115 (South 23rd Street) at 338.0 feet in all to a found ½ inch iron rod for the Northeast corner;

THENCE, South 52.5 feet parallel to the West line of said Lot 18, to a set ½ inch iron rod for the Southeast corner;

THENCE, West parallel to the North line of said Lot 18, at 292.8 feet pass a set ½ inch iron rod at the East right-of-way line of Spur 115 (South 23rd Street) at 338.0 feet in all to a point on the West line of said Lot 18, for the Southwest corner;

THENCE, North along the West line of said Lot 18, 62.5 feet to the POINT OF BEGINNING, containing 0.485 acres of land, 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 March, 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 March 2013.

CITY OF MCALLEN

By: _____
Richard Cortez, Mayor

ATTEST:

By: _____
Annette Villarreal, City Secretary

Approved as to form:

By: _____
Kevin D. Pagan, City Attorney

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X AGENDA ITEM 1E&F
UTILITY BOARD DATE SUBMITTED 02/28/2013
OTHER MEETING DATE 03/11/2013

1. Agenda Item: Variance Request

2. Party Making Request: Marc Martinez

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

 Variance from the City of McAllen's Alcoholic Beverage Code, Section 6-2's 300
ft. minimum distance requirement from a church at Lots 1-4, The District at
McAllen Subdivision; 3300 North McColl Road, Suites P & Q.

4. Policy Implication: Section 6-2 of the Alcoholic Beverage Code

5. Budgeted: Yes No X N/A

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

If over budget how will it be paid for:

6. Alternate option/costs:

7. Routing:

	NAME/TITLE	INITIAL	DATE	CONCURRENCE
a)	<u> Julianne R. Rankin, Planning Director </u>	<u> JRR </u>	<u> 2/22/2013 </u>	<u> No </u>
b)	<u> </u>	<u> </u>	<u> </u>	<u> </u>

8. Staff's Recommendation: Staff recommends compliance with Chapter 6 of the
Alcoholic Beverage Code.

9. Advisory Board: Approved Disapproved X None

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

Memo

TO: Mike R. Perez, City Manager

FROM: Julianne R. Rankin, FAICP, Director of Planning J.R.R.

DATE: February 22, 2013

SUBJECT: REQUEST OF MARC MARTINEZ FOR A VARIANCE FROM SECTION 6-2 OF THE ALCOHOLIC BEVERAGE CODE AT LOTS 1-4, THE DISTRICT AT MCALLEN SUBDIVISION; 3300 NORTH MCCOLL ROAD, SUITES P & Q.

GOAL: To encourage commercial development or redevelopment that protects the character of surrounding areas.

BRIEF DESCRIPTION:

The property is located on the east side of N. McColl Road, approximately 140 ft. north of E. Fern Avenue and is zoned C-3 (general business) District. The adjacent zoning is C-3 to the north, south and west, and R-3A (multifamily residential apartments) District to the east. Surrounding land uses include commercial businesses, offices, restaurants and nightclubs, multifamily residences, vacant land and Living by Faith Church.

The Conditional Use Permit for this establishment was approved by the City Commission at their meeting of January 14, 2013.

Mr. Marc Martinez is requesting a variance to the distance requirement from a place of business with alcohol sales that is within 300 ft. of any church, public or private school, or public hospital. The applicant is proposing to operate a bar/pool hall under the name of Room 16, consisting of 4,341 sq. ft. on the property. The proposed days and hours of operation are from 12:00 p.m. to 2:00 a.m. seven days a week.

Based on Chapter 6 of the City of McAllen's Alcoholic Beverage Code (which is substantially the same as the Texas Alcoholic Beverage Code), no beer or other alcoholic beverage shall be sold within the city by any dealer where the place of business of such dealer is within 300 ft. of any church, public or private school or public hospital. The measurements are from property line to property line as provided in the Texas Alcoholic Beverage Code, § 109.33. The property line of the lot is within 300 ft. of Living by Faith Church. Further, the Texas Alcoholic Beverage Commission (TABC) treats any operation that sells wine, beer or alcohol as a "dealer".

Should the variance to the distance requirement be granted, then the applicant will proceed to continue to apply for the following permits: Mixed Beverage Permit (MB), Mixed Late Hours Permit (LB), and a Beverage Cartage Permit (PE).

A similar variance to the distance requirement for Dress Code Entertainment, LLC, located in Suite M within the same development was granted by the City Commission at their meeting on July 9, 2012. The variance was to the 300 ft. distance requirement from a church, Living by Faith.

OPTIONS:

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

RECOMMENDATION:

Staff recommends compliance with Chapter 6 of the Alcoholic Beverage Code.

City of McAllen

Planning Department

VARIANCE TO CHAPTER 6 OF THE ALCOHOLIC BEVERAGE CODE

1300 Houston Avenue
 McAllen, TX 78501
 P. O. Box 220
 McAllen, TX 78505-0220
 (956) 681-1250
 (956) 681-1279 (fax)

Project

Legal Description Lots 1-4

Subdivision Name The District of McAllen

Street Address 3300 N. McColl Rd.

Number of lots P&D Gross acres _____

Existing Zoning C5 Existing Land Use Commercial center

Reason for the Request (please use other side if necessary) Opening a bar, there is a church nearby

\$225.00 non-refundable filing fee Site Plan Floor Plan

Applicant's Request to Include the Type of Permit being Requested from the Texas Alcoholic Beverage Commission (TABC)

Applicant

Name Marc Martinez Phone (956) 622-9254

Address 2403 Arlington St.

City Edinburg State TX. Zip 78541

Owner

Name Carlos - Wolf Phone (956) 631-1100

Address 3400 W. McColl

City Weather State Tx Zip 78501

Authorization

To the best of your knowledge are there any deed restrictions, restrictive covenants, etc. which would prevent the utilization of the property in the manner indicated?

Yes No

I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable) OR I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature [Signature] Date 2/08/2013

Owner Authorized Agent

Office

Accepted by _____ Date _____

RECEIVED

FEB 08 2013



City of McAllen

Planning Department

VARIANCE TO CHAPTER 6 OF THE ALCOHOLIC BEVERAGE CODE

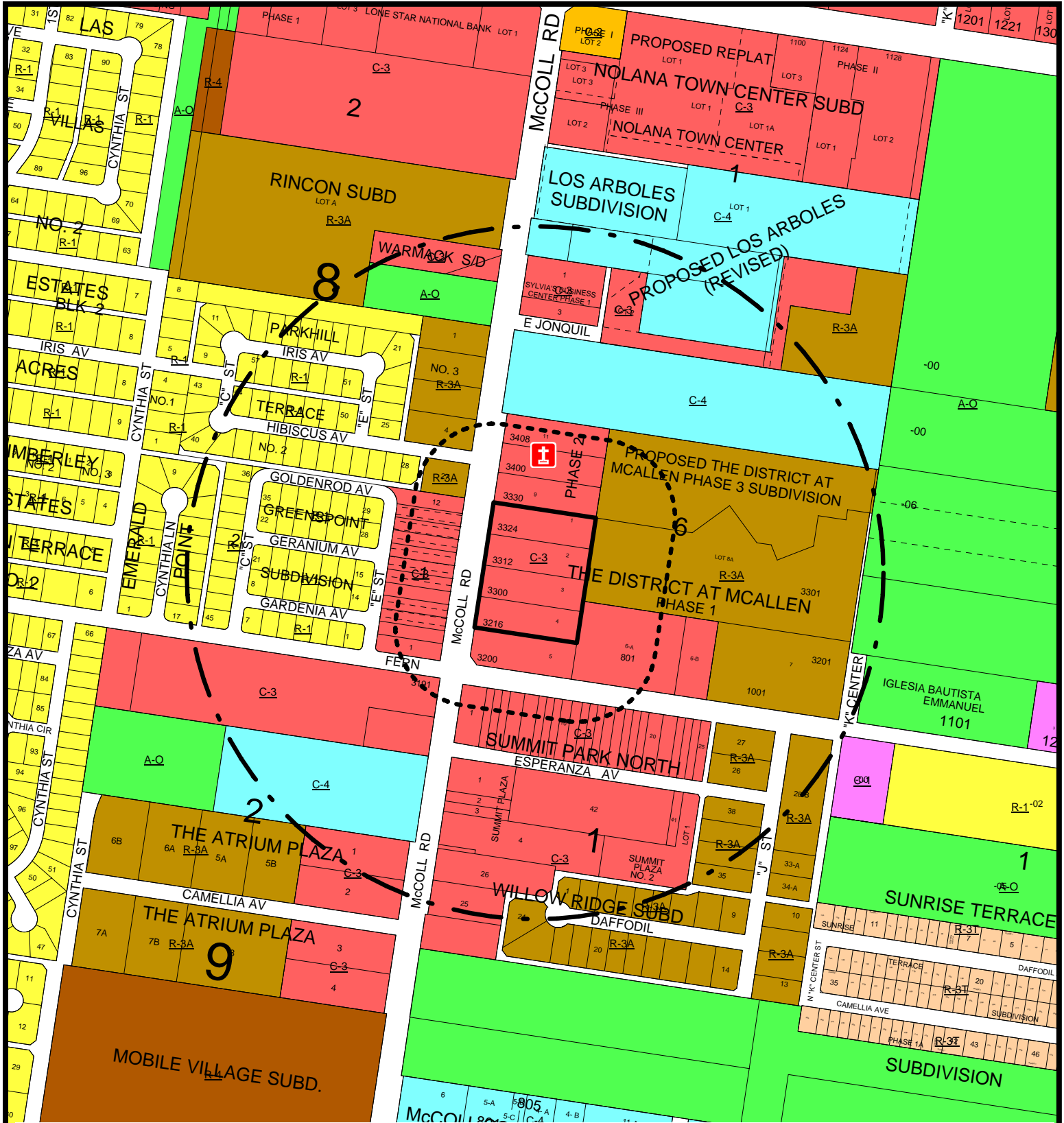
Reason for Request

*proposing from 12:00 p.m. - 2:00 a.m.
seven days a week*

City Commission Action

Signature

Date



CITY OF McALLEN
PLANNING DEPARTMENT

AREA MAP

LEGEND
SCALE: 1" = 500'



SUBJECT PROPERTY

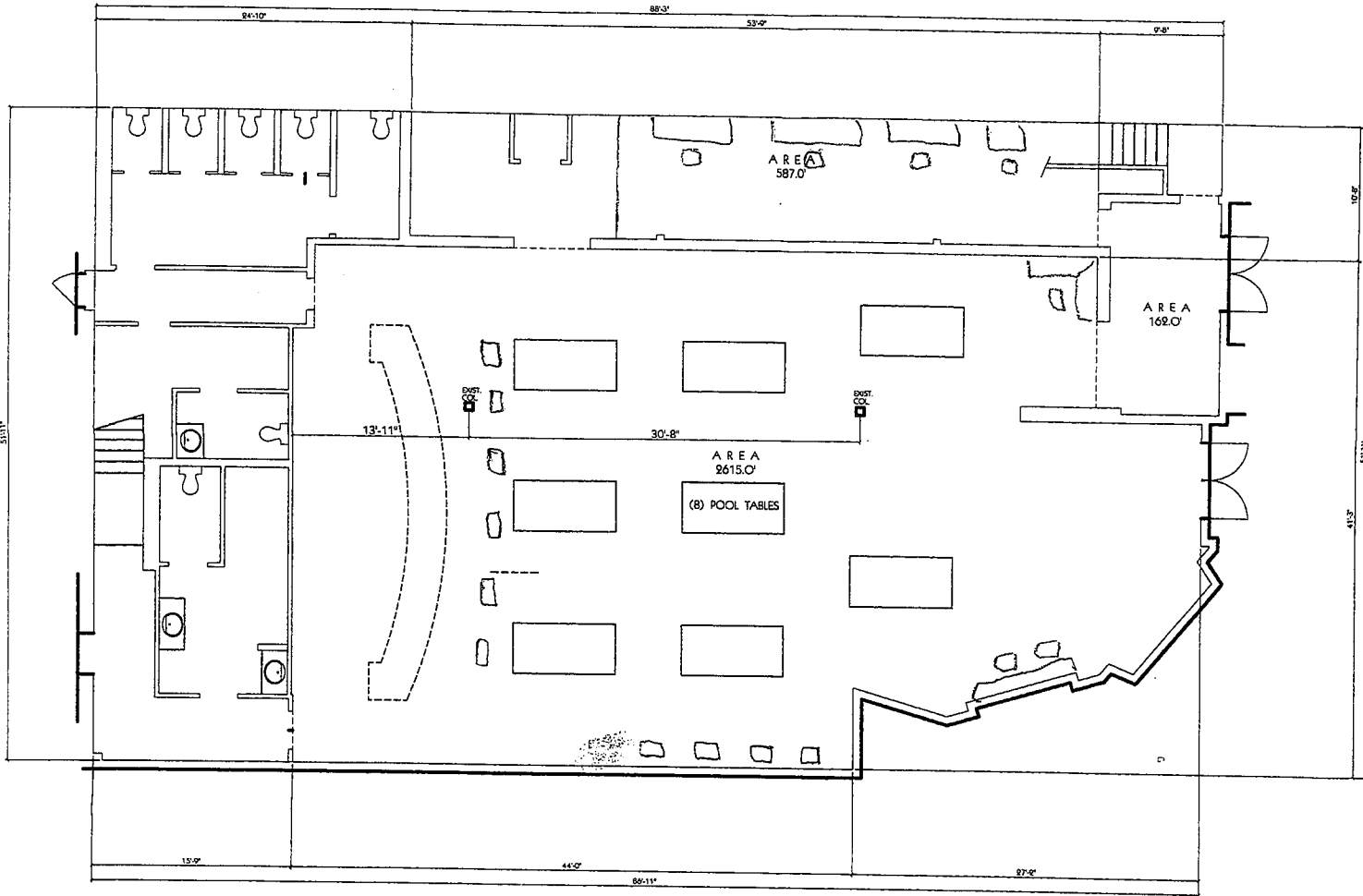
300 FT. NOTIFICATION BOUNDARY

1/4 MILE RADIUS

ZONING LEGEND

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

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.



EXIST. CLUB BLDG. LAYOUT

TOTAL EXIST. AREA 4341.0'

First Floor

NO.	REVISIONS

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

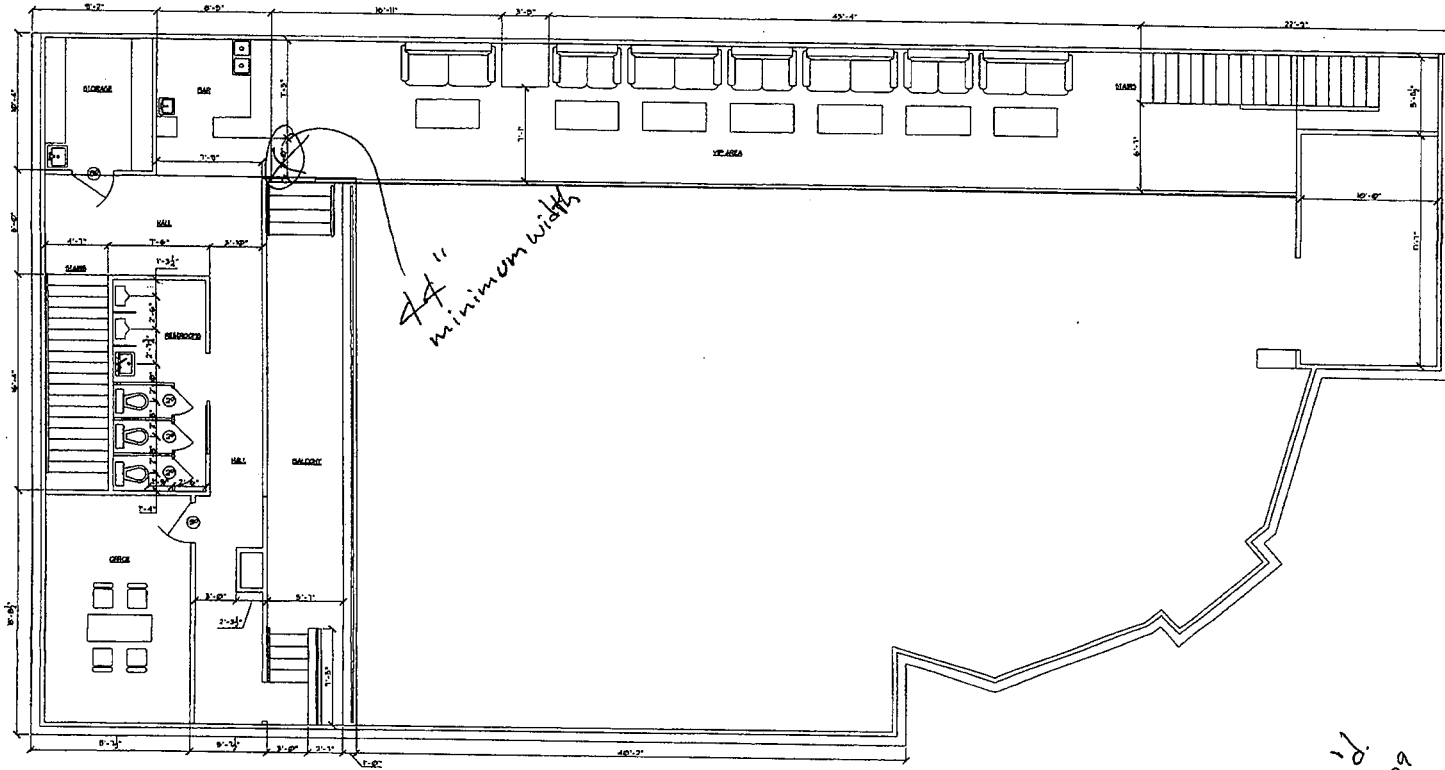
SCALE 1/4" = 1'-0"

PROJECT: **EXIST. CLUB BLDG. LAYOUT**
 OWNER: BUILDER
 200 W. ...

South Texas Design



????



44" minimum width

Rec'd.
7-02-09
[Signature]

SECOND FLOOR
FLOOR PLAN
SCALE: 1/4" = 1'-0"

Second Floor

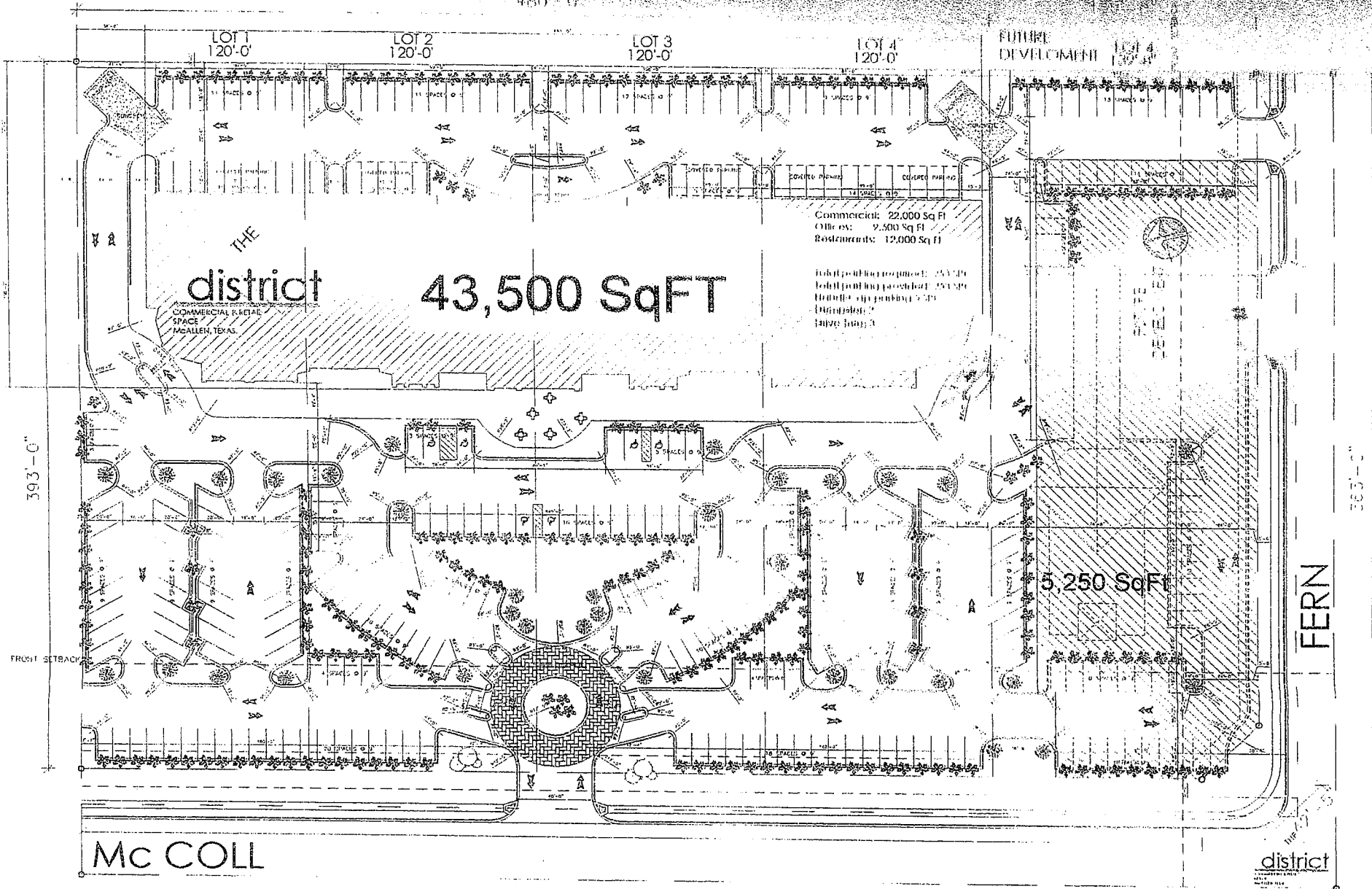
SECOND FLOOR
FLOOR PLAN

N. 3300 MCCOLL RD.
MCALLEN, TEXAS

THESE DRAWINGS AND SPECIFICATIONS ARE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS.

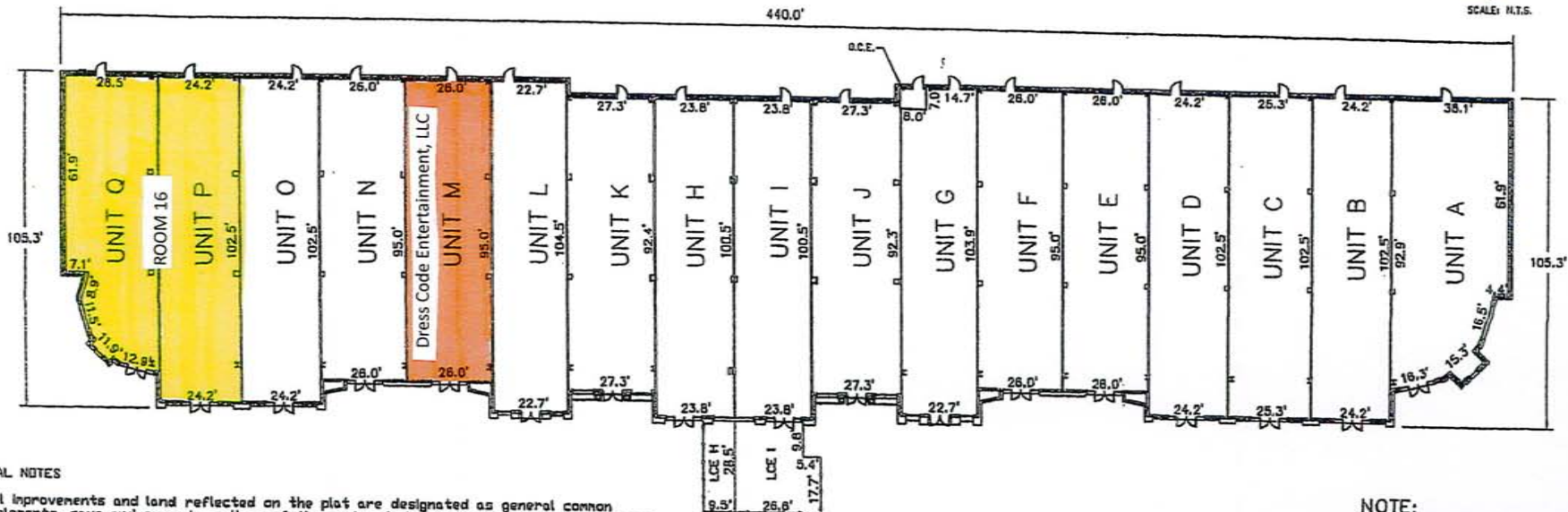
INSTRUMENT NO. 14814, SUITE "A"
MCALLEN, TEXAS 78901
PH: (354) 992-0953
FAX: (354) 992-0952
www.bediengineering.com
Texas Registered Engineering Firm F-8517

DATE: 02/02/09
DRAWING NO. 100



SITE PLAN

SCALE: 1" = 1/32'



GENERAL NOTES

- All improvements and land reflected on the plat are designated as general common elements, save and except portions of the regime designated as LCE or units (U) in the Declaration of Condominium Regime For The District at McAllen Condominiums (the "Declaration") or (U) on the plats and plans of the regime.
- Ownership and use of condominium units is subject to the rights and restrictions contained in the Declaration.
- Each unit, building limited common element and general common element is subject to special rights reserved by the Declarant as provided provision A.4 of Exhibit 'A' to the Declaration. Pursuant to such provisions, among other things, Declarant has reserved the right to (i) complete or make improvements indicated on the plat and plans, as provided in Provision A.4(i) of Exhibit 'A' to the Declaration; (ii) exercise any development right permitted by the Texas Uniform Condominium Act (the "Act") and the Declaration, including the addition of all or any portion of the Additional Property to the regime described on this plat as "Additional Property Which May Be Added to the Regime" or "Subject to Development Rights", which property may be added as units, general common elements and/or limited common elements, as provided in Section 2.2 of the Declaration and Provision A.4(ii) of Exhibit 'A' to the Declaration; (iii) make the property part of a larger condominium or planned community, as provided in Provision A.4(iii) of Exhibit 'A' to the Declaration; (iv) use units owned or leased by Declaration as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the property, as provided in Provision A.4(iv) of Exhibit 'A' to the Declaration; and (v) appoint or remove any Declarant-appointed officer or director of the Association during the Declarant control period (as defined in the Declaration) consistent with the Act, as provided in Provision A.4(v) of Exhibit 'A' to the Declaration. As provided in Provision A.4 (v) of Exhibit 'A' to the Declaration, for purposes of promoting, identifying, and marketing the property, Declarant reserves an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the property including items and locations that are prohibited to other owners. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within property. As provided in Provision A.4(v) of Exhibit 'A' to the Declaration, Declarant has an easement and right of ingress and egress in and through the common elements (as defined in the Declaration) and units owned or leased by Declarant for purposes of constructing, maintaining, managing, and marketing the property, and for discharging Declarant's obligations under the Act and the Declaration.

NOTE:

UNIT AREAS ESTIMATED USING INTERIOR WALL AND COLUMN ALIGNMENT.
C.C.E. - GENERAL COMMON ELEMENT

LEGEND

LCE I	Assigned to Unit I
LCE J	Assigned to Unit J

EXHIBIT "B-2"
THE DISTRICT AT McALLEN CONDOMINIUMS
3300 NORTH McCOLL
McALLEN, TX. 78501

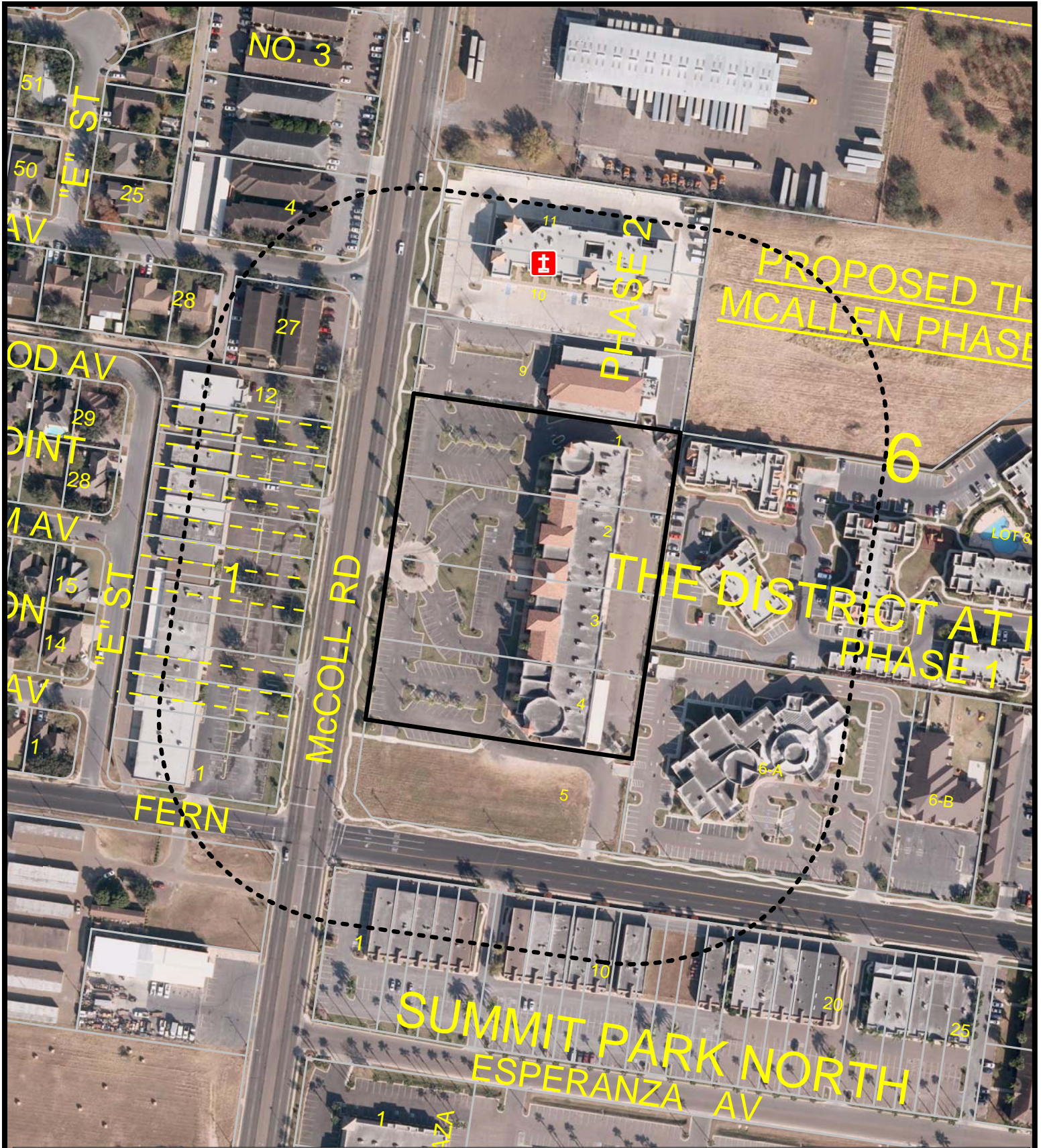
DATE PREPARED: JAN. 2005



SINCE 1946
COPYRIGHT 2005

PREPARED BY:
SGLER, WILSON, GREENWOOD & ASSOCIATES, LTD.
1001 E. HWY. 83 WESTLACO, TX.
(988) 888-2194
(980) 888-8300
EMAIL: SWG@SWG-ENGINEERS.NET

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AND ASSOCIATES, LTD.

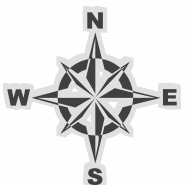


CITY OF McALLEN
PLANNING DEPARTMENT

AERIAL MAP
SCALE: N.T.S.

 SUBJECT PROPERTY

 300 FT. NOTIFICATION BOUNDARY



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

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION
UTILITY BOARD
PLANNING & ZONING BOARD
OTHER

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 2A
03/06/2013
03/11/2013

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 February 25, 2013.

4 Policy Implication: Approval by City Commission

5 Budgeted: Yes No X N/A

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

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
a) <u>Annette Villarreal</u> <u>City Secretary, TRMC</u>	<u>AV</u>	<u>03/06/2013</u>	<u>YES</u>
b) _____	_____	_____	_____

8 Staff Recommendation: Approval

9 Advisory Board: Approved Disapproved None

10 City Attorney: KP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None

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

The McAllen Board of Commissioners convened in a Regular Meeting on Monday, February 25, 2013, at 6:00 pm, at McAllen City Hall Third Floor (3rd) Commission Chambers, with the following present:

Mayor Richard Cortez
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 Mgr.
Wendy Smith, Assistant City Manager
Annette Villarreal, City Secretary
Yvette Barrera City Engineer
Victor Rodriguez, Police Chief
Juli Rankin, Director of Planning
Sally Gavlik, Director of Parks and Recreation
Perla Zamora, Deputy City Secretary

CALL TO ORDER

Mayor Cortez called the meeting to order.

1. PUBLIC HEARING:

- 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.]*

Commissioner Darling moved to approve the items listed on the Routine Items section of the agenda with exception of Item 1A-6 which would be addressed separately. Mayor Pro Tem Ramirez seconded the motion. The motion carried unanimously.

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.

1. REZONE FROM A-O (AGRICULTURAL-OPEN SPACE) DISTRICT TO C-4 (COMMERCIAL INDUSTRIAL) DISTRICT: 4.94 ACRES OUT OF LOT 25,

**BLOCK 3, C.E. HAMMOND'S SUBDIVISION, HIDALGO COUNTY, TEXAS;
4601 SOUTH 23RD STREET (REAR).**

Approved the C-4 zoning at 4601 South 23rd Street (rear), as per Planning and Zoning Commission.

2. REZONE FROM C-3 (GENERAL BUSINESS) DISTRICT TO R-3A (MULTIFAMILY RESIDENTIAL APARTMENTS) DISTRICT: 1.49 ACRES OUT OF THE WEST 120 FEET OF LOT 66 AND A 20-FOOT ALLEY ADJACENT TO THE WEST OF LOT 66, JACKSON MEADOWS SUBDIVISION, HIDALGO COUNTY, TEXAS; 1413 EAST KEETON AVENUE.

Approved the R-3A zoning at 1413 East Keeton Avenue, as per Planning and Zoning Commission.

3. REZONE FROM I-1 (LIGHT INDUSTRIAL) DISTRICT TO I-2 (HEAVY INDUSTRIAL) DISTRICT: 81.44 ACRES OUT OF LOTS 10, 11, AND 1 2, BLOCK 5, RIO BRAVO PLANTATION COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS; 6800 SOUTH 23RD STREET.

Approved the I-2 zoning at 6800 South 23rd Street, as per Planning and Zoning Commission.

4. REQUEST OF DAGOBERTO QUINTANILLA, APPEALING THE DECISION OF THE PLANNING & ZONING COMMISSION OF THE FEBRUARY 5, 2013 MEETING, DENYING A CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR A NIGHTCLUB AT THE NORTH 120 FT. OF THE WEST 237.8 FT. OF THE WEST 2.40 ACRES OF THE SOUTH ½ OF THE NORTH ½ OF LOT 16, BLOCK 3, C. E. HAMMOND SUBDIVISION, HIDALGO COUNTY, TEXAS; 2203 SOUTH 23RD STREET.

Granted a variance to the distance requirement and approved a Conditional Use Permit, for one year, for a nightclub at 2203 South 23rd Street, as per Planning and Zoning Commission, subject to added conditions to provide extra security, nightly trash pickup and enough lighting around the area. The establishment must also comply with requirements set forth in Section 138-118(4) of the Zoning Ordinance and specific requirements as follows:

- a) The property line of those businesses having late hours (after 10:00 p.m.) must be at least 600 ft. from the nearest residence, church, school or publicly-owned property or must provide sufficient buffer and sound insulation of the building such that the building is not visible and cannot be heard from the residential areas. The establishment is within 600 ft. of publicly-owned properties (Boeye Reservoir and the City of McAllen Airport);
- b) The property must be as close as possible to a major arterial and shall not generate traffic onto residential-sized streets. The establishment has direct access to South 23rd Street and does not generate traffic into residential areas;
- c) The business must provide parking in accordance with the McAllen Off-Street Parking Ordinance at a minimum, and make provisions to prevent the use of adjacent streets for parking. Based on the square footage of the building, 23 parking spaces are required; 23 spaces are provided;
- d) The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent properties;
- e) The business shall provide sufficient lighting to eliminate dark areas and maximize

visibility from a public street in order to discourage vandalism and criminal activities;

- f) The business must make provisions to keep litter to a minimum and keep it from blowing onto adjacent properties; and
- g) The above-mentioned business shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official and Planning Director. The maximum capacity for this establishment is 220 persons.

5. REQUEST OF MARIA C. HERNANDEZ ON BEHALF OF RANA'S SPORTS CLUB, LLC, APPEALING THE DECISION OF THE PLANNING & ZONING COMMISSION OF THE FEBRUARY 5, 2013 MEETING, DENYING A CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR A NIGHTCLUB AT LOT 1, NOLANA WEST SUBDIVISION, HIDALGO COUNTY, TEXAS; 2200 NOLANA AVENUE, SUITES 2232 AND 2234.

Granted a variance to the distance requirement and approved a Conditional Use Permit, for one year, for a nightclub at 2200 Nolana Avenue, Suites 2232 and 2234, as per Planning and Zoning Commission. The establishment must also meet the requirements set forth in Section 138-118(4) of the Zoning Ordinance and specific requirements as follows:

- a) The property line of the lot of any of the above-mentioned businesses must be at least 600 ft. from the nearest residence or residentially-zoned property, church, school, or publicly-owned property, and must be designed to prevent disruption of the character of adjacent residential areas, and must not be heard from the residential area after 10:00 p.m. The proposed establishment is within 600 ft. from residential zones/uses and the McAllen Library;
- b) The property must be as close as possible to a major arterial and shall not generate traffic onto residential-sized streets. The establishment is located on a major arterial, Nolana Avenue, and does not generate traffic into residential areas;
- c) The business must provide parking in accordance with the McAllen Off-Street Parking Ordinance at a minimum, and make provisions to prevent the use of adjacent streets for parking. Currently there is a multi-tenant commercial building on the property. The building is a mixture of retail, restaurants, bars and a vacant suite. At this time there are restaurants (Cabritos Nuevo Leon, La Terraza, La Tasca), 26,332 sq. ft. of retail suites including Dollar General, and two bars (Cigar's Bar & DeLoreans). Based on the square footage and uses, 208 parking spaces are required and 269 are provided on site. The proposed 2,590 sq. ft. bar would require 35 parking spaces for a total of 243 spaces for the plaza, leaving 26 available. The vacant suite of 23,911 sq. ft. of retail, if open, would require 60 parking spaces. For every business to run simultaneously, 303 parking spaces would be required and would need to be provided before permits could be issued;
- d) The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent properties;
- e) The business shall provide sufficient lighting to eliminate dark areas and maximize visibility from a public street in order to discourage vandalism and criminal activities;
- f) The business must make provisions to keep litter to a minimum and keep it from blowing onto adjacent properties; and
- g) The above-mentioned business shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official and

6. REQUEST OF JOEL L. OZUNA, APPEALING THE DECISION OF THE PLANNING & ZONING COMMISSION OF THE FEBRUARY 5, 2013 MEETING, DENYING A CONDITIONAL USE PERMIT, FOR ONE YEAR, FOR A HOME OCCUPATION (OFFICE) AT THE WEST 89 FEET OF LOT 12 AND THE SOUTH ½ OF THE WEST 89 FEET OF LOT 11, BLOCK 17, NORTH MCALLEN SUBDIVISION, HIDALGO COUNTY, TEXAS; 502 NORTH 11TH STREET.

Staff recommended approval of the Conditional Use Permit, for one year, for a home occupation office at 502 North 11th Street, as per Planning and Zoning Commission, subject to no sign and in compliance with requirements in Section 138-118(1) of the Zoning Ordinance and Fire Department requirements. The business must comply with requirements set forth in Section 138-118(1) of the Zoning Ordinance and other specific requirements as follows:

- a) The home occupation must be clearly secondary to the residential use. The applicant lives at the residence;
- b) A 2' X 2' name plate attached to the building in an R-2 to R-4 zones is permitted. A 2' X 3' free standing sign is proposed;
- c) There shall be no exterior display or alterations indicating that the building is being used for any purpose other than that of a dwelling. No exterior display is proposed;
- d) There shall be no more than one additional unrelated employee other than immediate members of the family residing on the premises. The applicant proposes no additional employees;
- e) There shall be no outside storage of materials or products. The applicant proposes no outside storage; storage of some instruments is proposed inside the residence; and
- f) The permitted use shall not create frequent or heavy traffic, not greater than ten percent (10%) of the average load per hour as determined by the Traffic Safety Engineer of the city. The applicant is proposing client by appointment only;
- g) No retail sales (items can be delivered). Retail sales are through a website and will be delivered;
- h) No additions to the residence or accessory building specifically, to accommodate the business. The applicant proposes no additions or accessory building to accommodate the business;
- i) The business must take place in the primary residential structure on the property rather than in a detached garage or separate accessory building. The occupation is proposed to take place in the primary residential structure; and
- j) The activity must take place at the location of which the permit was issued.

Mayor Cortez asked if there was anyone to speak in opposition to the Conditional Use Permit. No one appeared in opposition. The applicant, Mr. Ozuna, spoke in favor of the permit and requested authorization to erect a 2'x3' free standing sign to advertise the business. A discussion was held and a recommendation was made to try utilizing the permitted 2' X 2' nameplate attached to the building.

Commissioner Ingram moved to approve the Conditional Use Permit and disapprove the requested sign. Commissioner Crane seconded the motion. The motion carried unanimously.

B) REZONING:

REZONE FROM R-1 (SINGLE FAMILY RESIDENTIAL) DISTRICT TO R-3A (MULTIFAMILY RESIDENTIAL APARTMENTS) DISTRICT: LOT 18, JANICE ADDITION #1 SUBDIVISION, AND LOT 9, JANICE ADDITION #2 SUBDIVISION, HIDALGO COUNTY, TEXAS; 1107 TAMARACK AVENUE AND 1102 SYCAMORE AVENUE. STAFF WILL RECOMMEND THAT SAID ITEM BE TABLED

Staff recommended that said item be tabled.

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

C) CONDITIONAL USE PERMITS:

1. REQUEST OF JEFF G. STOLPA ON BEHALF OF STRIPES #9641, FOR A CONDITIONAL USE PERMIT, FOR LIFE OF THE USE, FOR A PORTABLE BUILDING (STORAGE) AT LOT 1, CASSANDRA SUBDIVISION, HIDALGO COUNTY, TEXAS; 3618 PECAN BOULEVARD, SUITE A. STAFF WILL RECOMMEND THAT SAID ITEM BE TABLED

Staff recommended that said item be tabled.

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

2. REQUEST OF JEFF G. STOLPA ON BEHALF OF STRIPES #9644, FOR A CONDITIONAL USE PERMIT, FOR LIFE OF THE USE, FOR A PORTABLE BUILDING (STORAGE) AT LOT 1, NOLANA TERRACE SUBDIVISION, HIDALGO COUNTY, TEXAS; 3920 NORTH 23RD STREET. STAFF WILL RECOMMEND THAT SAID ITEM BE TABLED

Staff recommended that said item be tabled.

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

3. REQUEST OF JEFF G. STOLPA ON BEHALF OF STRIPES #9104, FOR A CONDITIONAL USE PERMIT, FOR LIFE OF THE USE, FOR A PORTABLE BUILDING (STORAGE) AT 0.80 ACRES OUT OF LOT 76, R.E. HORN'S ADDITION TO MCALLEN FIRST SUBURBAN CITRUS GROVE SUBDIVISION, HIDALGO COUNTY, TEXAS; 1520 SOUTH WARE ROAD. STAFF WILL RECOMMEND THAT SAID ITEM BE TABLED

Staff recommended that said item be tabled.

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

4. REQUEST OF JEFF G. STOLPA ON BEHALF OF STRIPES #7318, FOR A CONDITIONAL USE PERMIT, FOR LIFE OF THE USE, FOR A PORTABLE BUILDING (STORAGE) AT LOTS 1 AND 2, BLOCK 64, ORIGINAL TOWNSITE OF MCALLEN SUBDIVISION, HIDALGO COUNTY, TEXAS; 720 SOUTH 10TH STREET. STAFF WILL RECOMMEND THAT SAID ITEM BE TABLED

Staff recommended that said item be tabled.

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

5. REQUEST OF JEFF G. STOLPA ON BEHALF OF STRIPES #2234, FOR A CONDITIONAL USE PERMIT, FOR LIFE OF THE USE, FOR A PORTABLE BUILDING (STORAGE) AT LOT 1, J.G. ORTEGON UNIT NO. 2 SUBDIVISION, HIDALGO COUNTY, TEXAS; 4600 SOUTH 23RD STREET. STAFF WILL RECOMMEND THAT SAID ITEM BE TABLED

Staff recommended that said item be tabled.

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

6. REQUEST OF JEFF G. STOLPA ON BEHALF OF STRIPES #7304, FOR A CONDITIONAL USE PERMIT, FOR LIFE OF THE USE, FOR A PORTABLE BUILDING (STORAGE) AT THE NORTH 110.0 FEET OF THE EAST 150.0 FEET OF LOT 25, BLOCK 2, C.E. HAMMONDS SUBDIVISION, HIDALGO COUNTY, TEXAS; 1225 NORTH 23RD STREET. STAFF WILL RECOMMEND THAT SAID ITEM BE TABLED

Staff recommended that said item be tabled.

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

7. REQUEST OF JEFF G. STOLPA ON BEHALF OF STRIPES #9632, FOR A CONDITIONAL USE PERMIT, FOR LIFE OF THE USE, FOR A PORTABLE BUILDING (STORAGE) AT THE EAST 200 FEET OF LOTS 1 & 2, AND THE EAST 200 FEET OF THE NORTH 12 FEET OF LOT 3, BLOCK 2, T.H.E. ENTERPRISE SUBDIVISION, HIDALGO COUNTY, TEXAS; 4839 NORTH 10TH STREET. WITHDRAWN

Said item was withdrawn.

8. REQUEST OF JEFF G. STOLPA ON BEHALF OF STRIPES #9625, FOR A CONDITIONAL USE PERMIT, FOR LIFE OF THE USE, FOR A PORTABLE BUILDING (STORAGE) AT LOT 1, LAR-LIN UNIT NO. 2 SUBDIVISION, HIDALGO COUNTY, TEXAS; 721 NORTH MCCOLL ROAD. WITHDRAWN

Said item was withdrawn.

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

Mayor Pro Tem Ramirez moved to adopt the Zoning Ordinance for the approved tracts. Commissioner Barrera seconded the motion. The motion carried unanimously.

END OF PUBLIC HEARING

Mayor Cortez declared the public hearing closed.

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.]*

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

A) APPROVAL OF MINUTES OF REGULAR MEETING HELD FEBRUARY 11, 2013.

Approved the minutes of Regular Meeting held February 11, 2013, as submitted.

B) APPROVAL OF CHANGE ORDER NO. 6 FOR BENTSEN ROAD PAVING IMPROVEMENT FROM PECAN BLVD. (FM 495) TO 3 MILE LINE ROAD.

Approved Change Order No. 6 for Bentsen Road Paving Improvement from Pecan Blvd. (FM 495) to 3 Mile Line Road, in the amount of \$18,432.40 for a revised amount of \$5,316,839.99 and no additional working days to the contract time.

C) APPROVAL OF CHANGE ORDER NO. 4 & FINAL RECONCILIATION OF SOUTH 21ST STREET DRAINAGE IMPROVEMENTS, PHASE III.

Approved Change Order No. 4 & Final Reconciliation of South 21st Street Drainage Improvements, Phase III, in the decrease amount of \$10,757.89 for a revised contract amount of \$422,739.44.

D) CONSIDER APPROVAL OF THE REVISED LIBRARY WEEDING POLICY.

Approved the revised Library Weeding Policy.

E) APPROVAL OF TAX REFUND OVER \$500 FOR FIRST NATIONAL BANK.

Approved a Tax Refund in the amount of \$1,296.90 for First National Bank.

F) ORDINANCE AMENDING THE WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN APPROVED ON SEPTEMBER 24, 2012.

Adopted an ordinance amending the Water Conservation and Drought Contingency Plan approved on September 24, 2012.

G) ORDINANCE AMENDING THE MCALLEN CODE OF ORDINANCES, CHAPTER 102, ARTICLE V, DIVISION 3, SECTION 102-188, SUBSECTION (B) PROVIDING FOR AN AMENDMENT OF THE POSTED SPEED LIMIT ON 29TH STREET BETWEEN PECAN BOULEVARD AND OXFORD AVENUE.

Adopted an ordinance amending the posted speed limit on 29th Street between Pecan Boulevard and Oxford Avenue.

H) ORDINANCE AMENDING THE MCALLEN CODE OF ORDINANCES, CHAPTER 102, ARTICLE V, DIVISION 3, SECTION 102-188, SUBSECTION (B) PROVIDING FOR AN AMENDMENT OF THE POSTED SPEED LIMIT ON WARE ROAD BETWEEN PECAN BOULEVARD AND BUSINESS HIGHWAY 83.

Adopted an ordinance amending the posted speed limit on Ware Road between Pecan Boulevard and Business Highway 83.

I) RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE INSTITUTE OF MUSEUM AND LIBRARY SERVICES FOR FUNDING UNDER THE FISCAL YEAR 2014 IMPACT GRANT PROGRAM.

Approved a resolution authorizing the submission of a grant application to the Institute of Museum and Library Services for funding under the Fiscal Year 2014 Impact Grant Program. The grant request will be for \$10,000 with no local match requirement, to be utilized for the acquisition and promotion of 30 customizable, content-specific tablet computers.

3. BIDS/CONTRACTS:

There were no items under this section of the agenda.

4. VARIANCES:

A) REQUEST FOR VARIANCE TO ALLOW PROPOSED LOT 11B, MCALLEN CONVENTION CENTER SUBDIVISION, TO DEVELOP WITHOUT FRONTAGE ON A STREET; 700 CONVENTION CENTER BOULEVARD.

Staff recommended approval of the variance request at 700 Convention Center Boulevard to develop frontage on a street.

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

B) REQUEST FOR VARIANCE TO ALLOW THE 50 FT. LOT FRONTAGE REQUIREMENT, VILLAGIO PHASE II SUBDIVISION; 1121 PROVIDENCE AVENUE.

Staff recommended approval of the variance request at 1121 Providence Avenue to allow the 50 ft. lot frontage requirement.

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

5. MANAGER'S REPORT:

A) ADVISORY BOARD APPOINTMENTS.

Staff recommended appointments to the various advisory boards be made.

DEVELOPMENT CORPORATION

Commissioner Crane nominated Guillermo Aguirre. Commissioner Ingram nominated Gregory Kazen.

HISTORIC PRESERVATION COUNCIL

Commissioner Crane nominated Rodolfo Molina.

KEEP MCALLEN BEAUTIFUL

Mayor Pro Tem Ramirez nominated Carmen Pacheco.

MCALLEN HOUSING FINANCE CORPORATION

Commissioner Crane nominated Ronnie Tavaréz. Mayor Pro Tem Ramirez nominated Brandon Holubar.

LIBRARY BOARD

Commissioner Crane nominated Megan Gerling. Mayor Pro Tem Ramirez nominated Elizabeth Zamora.

QUINTA MAZATLAN ADVISORY BOARD

Mayor Pro Tem Salinas nominated Sasha Crane.

TRAFFIC COMMISSION

Commissioner Crane nominated Wallace Johnson.

Commissioner Ingram moved to appoint the nominees to the various boards. Commissioner Barrera seconded the motion. The motion carried unanimously.

B) PRESENTATION OF TAX COLLECTION REPORT FROM OCTOBER 1, 2012 TO JANUARY 31, 2013.

Staff presented the Tax Collection Report for period of October 1, 2012 through January 31, 2013.

No action required. Report only.

C) STATUS REPORT ON VARIOUS CITY PROJECTS THROUGH JANUARY 31, 2013.

Staff gave a status report on various city projects underway.

No action required. Report only.

D) STATUS REPORT ON PARKS AND RECREATION CONSTRUCTION PROJECTS.

Staff gave a status report on Parks and Recreation Construction Projects.

No action required. Report only.

E) CONSTRUCTION UPDATE ON TERMINAL EXPANSION PROJECT.

Staff gave a construction update on the Terminal Expansion Project.

No action required. Report only.

F) REPORT ON ACTIVITIES AT CONVENTION CENTER.

A report was given by the Convention Center Director on convention activities.

Questions were made. Staff was instructed to constantly evaluate the market for in search for additional revenue sources to increase usage. Additional information was requested.

A report was given by the Chamber of Commerce Director as it relates to Convention and Visitor's Bureau (CVB) efforts. A report was given on the efforts to mediate the border violence perception in correlation to the impact on conventions.

Mayor Pro Tem Ramirez excused herself from the meeting at this time.

No action required. Report only.

G) FUTURE AGENDA ITEMS.

Staff briefly reviewed the upcoming workshops items: Quinta Mazatlan Master Plan; Convention Center Activities; and Performing Arts Design & Development Plan.

6. TABLED ITEMS:

A) AWARD OF CONTRACT FOR THE PURCHASE AND INSTALLATION OF SYNTHETIC SOCCER/FOOTBALL FIELD AT DELEON NORTH SOCCER COMPLEX.

Said item remained tabled.

B) AWARD OF CONTRACT FOR DEMOLITION OF FORMER SAM HOUSTON ELEMENTARY AND THE OLD CENTRAL FIRE STATION.

Commissioner Barrera moved to remove said item from the table. Commissioner Darling seconded the motion. The motion carried unanimously by those present.

Staff recommended award of contract for the Demolition of (1) the former Sam Houston Elementary, to R.L. Abatement, in the amount of \$233,900 and a contract time of 40 days; and (2) the Old Central Fire Station, to Camacho Demolition, LLC, in the amount of \$24,000 and a contract time of 20 days.

Comments were made about the reason for the proposed demolition of the Old Fire Station was that the building was vacant and a need for additional parking was identified by the Entertainment District. A discussion was held relating to possible uses from the U.S. Marshal and/or the District Court. It was noted that the bid was reasonable at \$24,000. Concerns were expressed about the aesthetics along Bicentennial.

A lengthy discussion was held relating to the possible uses.

Mayor Cortez acknowledged the petition received from the Rio Grande Valley Community Foundation 17th street District Bar and Restaurant Association supporting the demolition of the Old Fire Station and utilization as a parking lot.

Commissioner Darling requested that the two projects be addressed separately as he had some information on the Old Sam Houston project.

After due consideration, Commissioner Barrera moved to award the contract for the Old Fire Station only as recommended. Commissioner Crane seconded the motion. The vote on the motion was as follows:

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

As it relates to the bid for the Old Sam Houston Elementary, Commissioner Darling requested that this item be tabled to allow him to look into possible federal funding for the demolition of said project.

Commissioner Barrera moved to table the award for the Old Sam Houston School as recommended. Commissioner Darling seconded the motion. The motion carried unanimously by those present.

PUBLIC COMMENT SESSION

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

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

Commissioner Darling 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 Salinas seconded the motion. The motion carried unanimously by those present.

Mayor Cortez recessed the meeting at 7:18 pm to go into Executive Session. Commissioners Darling and Ingram excused themselves from the meeting at this time. Mayor Cortez reconvened the meeting at 8:14 pm and announced the action on Executive Session items.

A) CONSULTATION WITH CITY ATTORNEY REGARDING ECONOMIC DEVELOPMENT PROJECT "STRIPES". (SECTION T.G.C. 551.087 AND 551.071)

Commissioner Barrera moved to authorize City Staff to finalize and put out the Request for Qualifications on this project as discussed in Executive Session. Mayor Pro Tem Salinas seconded the motion. The motion carried unanimously by those present.

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

Commissioner Crane moved to authorize McAllen Economic Development Corporation and City Staff to continue the discussions with the developers for this proposed project. Mayor Pro Tem Salinas seconded the motion. The motion carried unanimously by those present.

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

Commissioner Barrera moved to authorize McAllen Economic Development Corporation and City Staff to enter into an Economic Incentive Agreement for this project as instructed in Executive Session. Commissioner Crane seconded the motion. The motion carried unanimously by those present.

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

Commissioner Barrera moved to authorize the City Manager and City Attorney to draft a letter to the proposed developers acknowledging receipt of their request for funding without a commitment for

that funding per the discussion in Executive Session. Mayor Pro Tem Salinas seconded the motion. The motion carried unanimously by those present.

- E) DISCUSSION AND POSSIBLE ACTION REGARDING INITIAL REVIEW OF CIVIC CENTER REDEVELOPMENT PROPOSALS. (SECTION T.G.C. 551.087, 551.071 AND 551.072, T.G.C.)**

No action.

- F) CONSULTATION WITH CITY ATTORNEY REGARDING CAUSE NO. C-0367-13-E; O.E. INVESTMENTS LTD, AND O THAL E. BRAND, JR. VS. MARJORIE LYNN BRAND FERRELL, INDIVIDUALLY AS A SUCCESSOR TRUSTEE OF THE KATHRYN L. BRAND REVOCABLE MANAGEMENT TRUST. (SECTION 551.071, T.G.C.)**

No action.

- G) CONSULTATION WITH CITY ATTORNEY REGARDING LEGAL ASPECTS RELATING TO FIRE CHIEF POSITION. (SECTION 551.071, T.G.C.)**

No action.

- H) DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE SALE OF LOT 11 (B), CONVENTION CENTER SUBDIVISION. (SECTION 551.072 AND 551.087, T.G.C.)**

Commissioner Barrera moved to authorize staff to issue a Request for Proposal with the updated appraisal information as discussed in Executive Session. 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 8:16 p.m.

Richard Cortez, Mayor

Attest:

Annette Villarreal, TRMC/CMC, CPM
City Secretary

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> </u>	AGENDA ITEM	<u> </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u> </u>
OTHER	<u> </u>		

1 Agenda Item: **CONSENT AGENDA: Contract with Hidalgo County Elections Administrator for lease of voting equipment for the May 11, 2013 General & Special City Election.**
Artículo: Considerar el inicio de un contrato con el Departamento de Elecciones del Condado de Hidalgo, para el alquiler de sistema de votación electrónico iVotronic para la eleccion general y especial que se efectuara el día 11 de marzo de 2013.

2 Party Making Request: **Annette Villarreal, City Secretary**

3 Nature of Request: (Brief Overview) Attachments: **X Yes** **No**
Consider approval of a contract for the lease of voting equipment and election-related services for the General and Special City Election to be held May 11, 2013. The preliminary estimate for these services is \$11,685.12 which includes a 10% administrative fee allowed by law for this service. A description of the services is depicted in Article VI, Cost of Service and Billing.

Consideración de la subcontratación con el Departamento de Elecciones del Condado de Hidalgo, para el alquiler de sistema de votación electrónico y servicios relacionados. El costo proyectado para estos servicios es \$11,685.12 el cual incluye una cuota administrativa de 10% del costo proyectado. Una descripción de los servicios relacionados se encuentra en el Artículo VI del contrato adjunto.

4 Policy Implication: **Approval by City Commission**

5 Budgeted: **Yes** **x** **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>Isaac Tawil</u>	<u>IT</u>	<u>3/4/2013</u>	<u>Y</u>
Asst. City Attorney			

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**

Memo

To: Mayor and City Commissioners
From: Annette Villarreal, City Secretary
cc: Mike Perez, City Manager
Date: March 4, 2013
Re: Contract for lease of Voting Equipment

GOAL: To enter into a contract with Hidalgo County Elections Administrator, on behalf of Hidalgo County, for the lease of the iVotronic Voting System for the May 11, 2013 General and Special City Election.

BRIEF EXPLANATION: The City of McAllen desires to utilize the voting system purchased by Hidalgo County with federal funds, in order to comply with certain provisions of the Help America Vote Act (HAVA) of 2002 (42 U.S. C. Section 12131 et seq) and Section 61.012, Texas Election Code. Hidalgo County is making the voting system available for lease to political subdivisions for stand-alone elections. The preliminary estimate for these services is \$11,685.12 based on the following lease rates:

- \$150 for each iVotronic
- \$150 for each ADA iVotronic
- \$150 base charge for ballot programming fee
- \$300 for audio files set-up charge (English & Spanish)
- Plus additional fees relating to programming services (including programming, delivery & pick-up fee, election media), early voting electronic poll books (voter registration database, laptop rental, specialty printers, username/password), Election Day poll book, and 10% administrative fee.

OPTIONS:

- 1) Lease the ADA iVotronic and the iVotronic for Early Voting by Personal Appearance and Election Day.
- 2) Lease only one ADA iVotronic unit for each polling place to comply with HAVA and utilize paper ballots for both Early Voting by Personal Appearance and Election Day.

RECOMMENDATION: Approve the contract for Option 1 to use the iVotronic Voting System for the full election.

Memoranda

Para: Alcalde y la Mesa Directiva de Comisionados
De: Annette Villarreal, Secretaria de la Ciudad
cc: Mike Perez, Administrador de la Ciudad
Fecha: 4 de marzo de 2013
Re: Contrato para el alquiler del sistema electrónico de votación

META: Obtener aprobación para el subcontrato con el Departamento de Elecciones del Condado de Hidalgo, para el alquiler del sistema de votación electrónico para la elección general y especial de la ciudad que se efectuará el día 11 de mayo, 2013.

EXPLICACIÓN: La Ciudad de McAllen desea usar el sistema electrónico de votación iVotronic cual fue adquirido por el Condado de Hidalgo (con fondos federales) cual cumple con los requisitos estatales y federales del "Help America Vote Act (HAVA)" de 2002, el cual el condado está haciendo disponible para alquiler para aquellos municipios que desean conducir sus propias elecciones. El costo proyectado es \$11,685.12 fundado en las siguientes cuotas:

- \$150 por cada iVotronic
- \$150 por cada ADA iVotronic (para discapacitados)
- \$150 cuota plataforma para programación
- \$300 para registros de audio
- Asimismo, otros servicios relacionados incluyen la programación, uso del registro de electores oficial en forma electrónico para la votación temprana y para el día de la elección, y una cuota administrativa de 10% del costo proyectado.

OPCIONES:

- Primera opción: Aprobación de subcontratación para el alquiler del sistema de votación incluyendo el equipo y estaciones para acomodar a individuos discapacitados (ADA) para uso durante el periodo de la votación temprana y en el día de la elección (curso total); o
- Segunda opción: Aprobación de subcontratación para el alquiler solo el equipo y estaciones ADA para cumplir el mandato estatal (uno para cada casilla electoral para la votación temprana y en el día de la elección) y utilizar boletas de papel.

RECOMENDACIÓN: Aprobación del contrato eligiendo la opción 1 con las cuotas así detalladas.

CONTRACT FOR LEASE ELECTION SERVICES

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as “ADMINISTRATOR”, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF MCALLEN**, hereinafter referred to as the “ENTITY”, pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 11, 2013**.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR’S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

- 1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 11, 2013**, and any Runoff, if applicable.

ARTICLE II
SERVICES

- 2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

- (A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;
- (B) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

- (C) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY;
- (D) Provide PDF CD file for Early Voting and Election Day Poll Book(s) as a backup; and
- (E) Provide information for election officers;

2.02. The Entity shall be responsible for performing the following:

- (A) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), any recounts and/or election contests associated with the election, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

ARTICLE V TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

- A. One base charge of \$150.00 for Programming iVotronic ballot for voting machines, a \$25 additional charge per additional ballot styles and a minimum of a

\$10 charge for Request Changes on Programmed Ballot;

- B. Base charge for Audio Setup of \$300 for English/Spanish;
- C. A \$10.00 recording fee for Audio Files for each Contest and/or Office;
- D. A \$10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
- E. A \$10.00 recording fee for Audio Files for each Candidate and/or Responses;
- F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
- G. The amount of \$150.00 leasing fee for each iVotronic and \$150.00 leasing fee for each ADA iVotronic;
- H. Proportionate cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage charge;
- I. Fee for Voter Registration List(s) in CD format;
- J. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

- A. Database access at \$100.00 per day;
- B. Laptop rental, magnetic card swipes, bar code scanner, insurance and delivery fee of \$150.00 per location;
- C. Dymo Printer rental (\$4.35 per day) and label fee of \$.03 per label (price subject to change);
- D. Creation of separate Username and password for each polling location at \$20.00 per location;

6.03 PDF CD file charge of \$17.50 per CD to be used for self-printing of poll book(s) for Early Voting and Election Day by Entity as a backup;

6.04 Provide iVotronic scheduled training for Judges and/or clerks or a representative from the Political Subdivision at not cost to the ENTITY;

6.05 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.06 Billing:

- A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
- B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
- C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
- D. Payment shall be made by check payable to the Hidalgo County Elections.
- E. Notice. Except as may be otherwise specifically provided in this contract, all notices,

demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

MS. Annette Villarreal
City Secretary
City of McAllen
P.O. Box 220
McAllen, TX 78505

- F. Any balances, if any remain after the payment of all costs of election bills, shall be the Property of the ENTITY and returned to it.

ARTICLE VII

- 7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII GENERAL PROVISIONS

- 8.01. This Contract 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.
- 8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.
- 8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2013

APPROVAL COUNTY OF HIDALGO:

CITY OF MCALLEN
ENTITY

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: _____

PRINT: MR. RICHARD CORTEZ
TITLE: MAYOR

ATTEST:
ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

BY: _____

PRINT: _____

TITLE: _____

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS



2013 Hidalgo County Elections Leasing Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Mayor, Comm Dist. 1, 2, 3 & 6 <small>(Special Election)</small>	DATE: May 11, 2013
PUB PL. A, D & C <small>(Special Election)</small>	

	Programming Services for iVotronic	Price	Quantity	Total
A	Base Charge: Ballot Programming	\$150.00	1	\$150.00
A	Additional Ballot Style(s)	\$25.00	4	\$100.00
A	Request Change on Programmed Ballot	\$10.00	0	\$0.00
B	Audio Files Set up Charge English/ Spanish	\$300.00	1	\$300.00
C	Audio Files (Per Contests/ Office)	\$10.00	8	\$80.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	\$10.00	0	\$0.00
E	Audio Files (Per Candidates/ Answer)	\$10.00	24	\$240.00
F	Election Media per Polling Location(s)	\$100.00	9	\$900.00
G	iVotronic Voting Machine(s)	\$150.00	21	\$3,150.00
G	ADA iVotronic Voting Machine(s)	\$150.00	9	\$1,350.00
H	Delivery/Pick-up Fee (includes Mileage)	\$450.00	1	\$450.00
I	Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request	\$17.50	1	\$17.50
Total iVotronic Programming Charges				\$6,737.50

	Early Voting Electronic Poll Book (VoteSafe)	Price	Quantity	Total
	Voter Registration Database (per day)	\$100.00	9	\$900.00
	Laptop Rental	\$150.00	6	\$900.00
	Dymo Printer Rental (per day)	\$4.35	30	\$130.50
	Printer Labels (per vote)	\$0.03	58578	\$1,757.34
	Username/Password - Per Polling Location	\$20.00	9	\$180.00
Total Electronic Poll Book Charges				\$3,867.84

	Election Day Poll Book	Price	Quantity	Total
	PDF CD File	\$17.50	1	\$17.50
Total Poll Book Charges				\$17.50

	Training	Price	Quantity	Total
	iVotronic and Votesafe scheduled training	\$0.00	1	\$0.00
Total Training Charges				\$0.00

	Supplies	Price	Quantity	Total
	Provisional Bag(s)	\$2.00	0	\$0.00
	Small Ballot Box(es)	\$5.00	0	\$0.00
	Large Ballot Box(es)	\$10.00	0	\$0.00
	Seals (10 per Pack)	\$1.79	0	\$0.00
	Combination Forms (10 per Pack)	\$2.00	0	\$0.00
	Table Top Booth(s) (For Provisional Voting)	\$2.00	0	\$0.00
	Polling Location Map(s)	\$17.00	0	\$0.00
Total Supplies Charges				\$0.00

		Subtotal		\$10,622.84
		Administrative Fees (10%)		\$1,062.28
ESTIMATE GRAND TOTAL				\$11,685.12

NOTE: Not all supplies are inclusive

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> ✓ </u>	AGENDA ITEM	<u> 2C </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 3/4/2013 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u> 3/11/2013 </u>
OTHER	<u> </u>		

1 Agenda Item: Property Tax Refunds

2 Party Making Request: Martha Guel, Tax Assessor

3 Nature of Request: (Brief Overview) Attachments: ✓ Yes

Over \$500.00 refund for Alonzo Cantu

Amount of Refund: \$514.08

4 Policy Implication: _____

5 Budgeted: Yes No N/A

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

6 Alternate option costs: _____

7 Routing:

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>
a) <u>Martha Guel Tax Assessor</u>	<u> mg </u>	<u> 03/04/13 </u>
b) _____	<u> </u>	<u> </u>

8 Staff Recommendation: To grant refund in order to comply with PTC Sec. 31.11

9 Advisory Board: Approved Disapproved None

10 City Attorney: KP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None

MCALLEN TAX OFFICE MEMO

Date: 3/1/13
To: Mayor Richard F. Cortez and City Commission
Through: Mike R. Perez, City Manager
From: Martha Guel, Tax Assessor *MG*
Re: \$500.00 Refunds

After the supplements from the Appraisal District for the month of February, we need your approval on the following refund:

<i>Name</i>	<i>Amount Paid</i>	<i>Corrected Levy</i>	<i>Refund</i>	<i>Change Reason</i>
<i>Alonzo Cantu, Trustee</i>	<i>11,698.82</i>	<i>11,184.74</i>	<i>514.08</i>	<i>Failed Notification</i>

***Note:** *Appraisal District failed to inform taxpayer of Appraisal Review hearing.*

Mguel.

APPLICATION FOR TAX REFUND

07/12

Collecting office name City of McAllen Tax Office	Collecting tax for: (taxing units) City of McAllen
Present mailing address (number and street) P O Box 220/311 N 15th St	
City, town or post office, state, ZIP code McAllen TX 78505-0220	Phone (area code and number) (956)681-1330

To apply for a tax refund, the taxpayer must complete the following.

Step 1: Owner's name and address	Owner's name CANTU, ALONZO TRUSTEE
	Present mailing address (number and street) 5221 N MCCOLL RD
	City, town or post office, state, ZIP code MCALLEN TX 78504
	Phone (area code and number)

Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): LA PLACITA RGV CONDOMINIUMS "AMENDED" BLDG 200 &300
	Address or location of property: _____
	Account number of property: <u> L1695-00-200-0000-00 </u>
	Tax receipt number: <u> L1695-00-300-0000-00 </u>

Step 3: Give the tax payment information	<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:35%;">Name of Taxing Unit from Which Refund is Requested</th> <th style="width:15%;">Year for Which Refund is Requested</th> <th style="width:15%;">Date of the Tax Payment</th> <th style="width:15%;">Amount of Taxes Paid</th> <th style="width:15%;">Amount of Tax Refund Requested</th> </tr> </thead> <tbody> <tr> <td>1. <u>CITY OF MCALLEN</u></td> <td style="text-align: center;"><u>2012</u></td> <td style="text-align: center;"><u>1/7 / 2013</u></td> <td style="text-align: right;"><u>\$ 5,849.41</u></td> <td style="text-align: right;"><u>\$ 257.04</u></td> </tr> <tr> <td>2. <u>CITY OF MCALLEN</u></td> <td style="text-align: center;"><u>2012</u></td> <td style="text-align: center;"><u>1/7 / 2013</u></td> <td style="text-align: right;"><u>\$ 5,849.41</u></td> <td style="text-align: right;"><u>\$ 257.04</u></td> </tr> <tr> <td>3. _____</td> <td></td> <td></td> <td style="text-align: right;">\$ _____</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>4. _____</td> <td></td> <td></td> <td style="text-align: right;">\$ _____</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>5. _____</td> <td></td> <td></td> <td style="text-align: right;">\$ _____</td> <td style="text-align: right;">\$ _____</td> </tr> </tbody> </table>	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested	1. <u>CITY OF MCALLEN</u>	<u>2012</u>	<u>1/7 / 2013</u>	<u>\$ 5,849.41</u>	<u>\$ 257.04</u>	2. <u>CITY OF MCALLEN</u>	<u>2012</u>	<u>1/7 / 2013</u>	<u>\$ 5,849.41</u>	<u>\$ 257.04</u>	3. _____			\$ _____	\$ _____	4. _____			\$ _____	\$ _____	5. _____			\$ _____	\$ _____
Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested																											
1. <u>CITY OF MCALLEN</u>	<u>2012</u>	<u>1/7 / 2013</u>	<u>\$ 5,849.41</u>	<u>\$ 257.04</u>																											
2. <u>CITY OF MCALLEN</u>	<u>2012</u>	<u>1/7 / 2013</u>	<u>\$ 5,849.41</u>	<u>\$ 257.04</u>																											
3. _____			\$ _____	\$ _____																											
4. _____			\$ _____	\$ _____																											
5. _____			\$ _____	\$ _____																											
	Taxpayer's reason for refund (attach supporting documentation): CORRECTION DUE TO FAILURE TO SEND REQUIRED NOTICE SEC. 41.411 2-14-2013ng																														

Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."
	sign here Signature
	Date of application for tax refund 2.18.13
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund determination	This tax refund is <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
	sign here Authorized officer
	Date 2/1/13
	sign here Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax Code)
	Date

Geo

Supp Group: 144

1/18/2013 10:04AM

Current Property Data as of Supp 7

Supp Code: CN

Supp Action: M

Prop ID	Owner	%	Legal Description	Values			
815675	588908	100.00 R	Geo: L1695-00-200-0000-00 LA PLACITA RGV CONDOMINIUMS "AMENDED" BLDG 200	Effective Acres: 0.0000	Imp HS: 0	Market: 1,296,631	
CANTU ALONZO TRUSTEE 5221 N MCCOLL RD MCALLEN, TX 78504-2202				Operator: ralvarez	Imp NHS: 244,734	Prod Loss: 0	
Appraiser: R1				Acres: 0.0000	Land HS: 0	Appraised: 1,296,631	
State Codes: F1				Map ID: C 2180303	Land NHS: 1,051,897	Cap: 0	
Situs: 2115 S 10TH ST TX				Mtg Cd:	Prod Use: 0	Assessed: 1,296,631	
				Ref ID1:	Prod Mkt: 0		Late Ag: F
				Ref ID2:			

Change Desc:
CORRECTION DUE TO FAILURE TO SEND REQUIRED NOTICE. SEC 41.411

Owner	Pct	Exemptions	Entry	Ent Pct	Statemnt	Assessed	Taxable	Freeze	Tax
CANTU ALONZO TRUSTEE	588908	100.00	CML	100.00		1,296,631	1,296,631		0.00

Previous Property Data as of Supp: 0

Prop ID	Owner	%	Legal Description	Values			
815675	588908	100.00 R	Geo: L1695-00-200-0000-00 LA PLACITA RGV CONDOMINIUMS "AMENDED" BLDG 200	Effective Acres: 0.0000	Imp HS: 0	Market: 1,356,227	
CANTU ALONZO TRUSTEE 5221 N MCCOLL RD MCALLEN, TX 78504-2202				Operator: gcasas	Imp NHS: 304,330	Prod Loss: 0	
Appraiser: E12				Acres: 0.0000	Land HS: 0	Appraised: 1,356,227	
State Codes: F1				Map ID: 2180303	Land NHS: 1,051,897	Cap: 0	
Situs: 2115 S 10TH ST TX				Mtg Cd:	Prod Use: 0	Assessed: 1,356,227	
				Ref ID1:	Prod Mkt: 0		Late Ag: F
				Ref ID2:			

Change Desc:

Owner	Pct	Exemptions	Entry	Ent Pct	Statemnt	Assessed	Taxable	Freeze	Tax
CANTU ALONZO TRUSTEE	588908	100.00	CML	100.00		1,356,227	1,356,227		0.00

Gain or Loss of Value for: Property: 815675 Geo: L1695-00-200-0000-00

Entry	Current			Previous			Gain / Loss		
	Assessed	Taxable	Tax	Assessed	Taxable	Tax	Assessed	Taxable	Tax
CML	1,296,631	1,296,631	0.00	1,356,227	1,356,227	0.00	-59,596	-59,596	0.00

NT 5592.37

OT 5849.41

Adj. 257.03

Geo

Supp Group: 144

1/18/2013 10:04AM

Current Property Data as of Supp 7

Supp Code: CN

Supp Action: M

Prop ID	Owner	%	Legal Description	Values						
815676	588908	100.00 R	Geo: L1695-00-300-0000-00 LA PLACITA RGV CONDOMINIUMS "AMENDED" BLDG 300	Effective Acres: 0.0000	Imp HS:	0	Market:	1,296,631		
					Imp NHS:	244,734	Prod Loss:	0		
					Land HS:	0	Appraised:	1,296,631		
				Appraiser: R1	Operator: ralvarez	Acres: 0.0000	Land NHS:	1,051,897	Cap:	0
				State Codes: F1	Map ID: C 2180303	Prod Use:	0	Assessed:	1,296,631	
				Situs: 2115 S 10TH ST TX	Mtg Cd:	Prod Mkt:	0	Late Ag:	F	
					Ref ID1:					
					Ref ID2:					

Change Desc:

CORRECTION DUE TO FAILURE TO SEND REQUIRED NOTICE. SEC 41.411

Owner	Pct	Exemptions	Entity	Ent Pct	Statement	Assessed	Taxable	Freeze	Tax
CANTU ALONZO TRUSTEE	588908	100.00		CML	100.00	1,296,631	1,296,631		0.00

Previous Property Data as of Supp: 0

Prop ID	Owner	%	Legal Description	Values						
815676	588908	100.00 R	Geo: L1695-00-300-0000-00 LA PLACITA RGV CONDOMINIUMS "AMENDED" BLDG 300	Effective Acres: 0.0000	Imp HS:	0	Market:	1,356,227		
					Imp NHS:	304,330	Prod Loss:	0		
					Land HS:	0	Appraised:	1,356,227		
				Appraiser: E12	Operator: gcasas	Acres: 0.0000	Land NHS:	1,051,897	Cap:	0
				State Codes: F1	Map ID: 2180303	Prod Use:	0	Assessed:	1,356,227	
				Situs: 2115 S 10TH ST TX	Mtg Cd:	Prod Mkt:	0	Late Ag:	F	
					Ref ID1:					
					Ref ID2:					

Change Desc:

Owner	Pct	Exemptions	Entity	Ent Pct	Statement	Assessed	Taxable	Freeze	Tax
CANTU ALONZO TRUSTEE	588908	100.00		CML	100.00	1,356,227	1,356,227		0.00

Gain or Loss of Value for:

Property: 815676 Geo: L1695-00-300-0000-00

Entity	Current			Previous			Gain / Loss		
	Assessed	Taxable	Tax	Assessed	Taxable	Tax	Assessed	Taxable	Tax
CML	1,296,631	1,296,631	0.00	1,356,227	1,356,227	0.00	-59,596	-59,596	0.00

NT 5592.37

DT 5849.41

Adj. 257.03

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u>X</u>	AGENDA ITEM	<u>2D</u>
UTILITY BOARD	_____	DATE SUBMITTED	<u>03.05.13</u>
PLANNING & ZONING BOARD	_____	MEETING DATE	<u>03.11.13</u>
OTHER	_____		

1 **Agenda Item:** Authorization to submit yearly Certifications and Assurances to the Federal Transit Administration.

2 **Party Making Request:** Transit Department

3 **Nature of Request: (Brief Overview) Attachments:** X Yes ___ No
In order for the City to receive FTA funding in FY 2012-2013, the City must certify that it will adhere to the Federal Certifications and Assurances (Requirements).

4 **Policy Implication:** Will allow the Transit Department to receive grant funding.

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

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

6 **Alternate option costs:** _____

7 **Routing:**

<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
a) <u>Elizabeth Suarez</u> Transit Director	<u>E.S.</u>	<u>3/5/2013</u>	<u>YES</u>
b) _____	_____	_____	_____

8 **Staff Recommendation:** Authorize submittal of Certifications and Assurances for FY 2012-2013.

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

10 **City Attorney:** K.P. Approved ___ Disapproved ___ None


11 **Manager's Recommendation:** M.R.P. Approved ___ Disapproved ___ None

12 **Action Taken:** _____



CITY OF MCALLEN
TRANSIT DEPARTMENT
MEMORANDUM

TO: Mike R. Perez, City Manager

FROM: Elizabeth Suarez, Transit Director 

DATE: March 5, 2013

SUBJECT: Federal Transit Administration Certifications & Assurances

- **Goal** – Maximize annual Federal Transit Administration grant funds and submit required documents that will allow City of McAllen to receive Federal Grant Funding FY 2012-2013.
- **Brief explanation of item** – The Certifications & Assurances are required every year to allow funding for projects. By signing the Certifications & Assurances, the City of McAllen agrees to follow federal mandates in administering transit projects and services. These mandates include compliance with Americans with Disabilities Act, Title VI, Drug & Alcohol, Procurement and Grant Management.
- **Options**
 - **Option 1** – Approve the submittal of Certifications & Assurances to the Federal Transportation Administration
 - **Option 2** – Deny the submittal of the Certifications & Assurances
 - **Option 3** – Postpone the submittal of Certifications & Assurances for further review.
- **Recommendation** - The Transit Department recommends approving the Certifications & Assurances.

FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

PREFACE

Except as the Federal Transit Administration (FTA or we) determines otherwise in writing, before FTA may award Federal transit assistance (funding or funds) to support a public transportation Project, an authorized representative (you) of the Project sponsor (Applicant) must select certain Certifications and Assurances required by Federal law or regulation. You must select all Certifications and Assurances required of your Applicant to support its applications for FTA funding during Federal fiscal year (FY) 2013.

We request that you read each Certification and Assurance and select those that will apply to all Projects for which your Applicant might seek FTA funding. Only if you select adequate Certifications and Assurances on your Applicant's behalf, as required by Federal law or regulation, may FTA award Federal funding for your Applicant's Project.

We have consolidated our Certifications and Assurances into twenty-four (24) Groups. At a minimum, you must select the assurances in Group 01. If your Applicant requests more than \$100,000, you must also select the "Lobbying" Certification in Group 02, unless your Applicant is an Indian tribe or organization or a tribal organization. Depending on the nature of your Applicant and its Project, your Applicant may need to select some of the Certifications and Assurances in Groups 03 through 24. However, instead of selecting individual Groups of Certifications and Assurances, you may make a single selection that will encompass all Groups of Certifications and Assurances applicable to all our programs. FTA and your Applicant understand and agree that not every provision of these twenty-four (24) Certifications and Assurances will apply to every Applicant or every Project FTA funds. The type of Project and Applicant will determine which Certifications and Assurances apply.

Your Applicant also understands and agrees that these Certifications and Assurances are pre-award requirements, generally required by Federal law or regulation, and do not include all Federal requirements that may apply to your Applicant or its Project. Our FTA Master Agreement MA(19) for Federal FY 2013, <http://www.fta.dot.gov/documents/19-Master.pdf>, contains a list of most of those requirements.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take the appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Your Applicant understands and agrees that when you apply for funding on behalf of a

FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

consortium, joint venture, partnership, or team, you must identify the activities each member will perform and the extent to which each member of that consortium, joint venture, partnership, or team will be responsible for compliance with the Certifications and Assurances you select on behalf of your Applicant, except as FTA determines otherwise in writing.

We expect you to submit your Applicant's FY 2013 Certifications and Assurances and its applications for funding in TEAM-Web. You must be registered in TEAM-Web to submit the FTA FY 2013 Certifications and Assurances on behalf of your Applicant. The TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of the "View/Modify Recipients" page contains fields for selecting among the twenty-four (24) Groups of Certifications and Assurances and a designated field for selecting all twenty-four (24) Groups. If FTA agrees that you cannot submit your Applicant's FY 2013 Certifications and Assurances electronically, you must submit the Signature Page(s) in Appendix A of this Notice marked to show the Groups of Certifications and Assurances your Applicant is providing.

Be aware that these Certifications and Assurances have been prepared in light of:

- *FTA's latest authorization legislation, Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, June 6, 2012,*
- *The Continuing Appropriations Resolution, 2013 (CR), Pub. L. 112-175, September 28, 2012.*
- *The FTA "Notice of FTA Transit Program Changes, Authorized Funding Levels and Implementation of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and the FTA FY 2013 Apportionments, Allocations, Program Information and Interim Guidance," 77 Fed. Reg. 663670, October 16, 2012 (FTA FY 2013 Apportionments Notice), and*
- *FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year.*

With certain exceptions, projects financed in FY 2013 with funds made available or appropriated for FY 2012 or a previous fiscal year must be in compliance with the requirements for that type of project in effect for the fiscal year for which the funding was derived, except as superseded by MAP-21 cross-cutting requirements that apply instead.

GROUP 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

You must select the Certifications and Assurances in Group 01 on behalf of your Applicant for FTA funding except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your

FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's Project, you must select the Certifications and Assurances in Group 01 on behalf of your Applicant. Any provision of the Certifications and Assurances in Group 01 that does not apply will not be enforced.

A. Assurance of Authority of the Applicant and Its Representative.

On behalf of your Applicant, you certify that both you and your Applicant's attorney who sign these Certifications, Assurances, and Agreements affirm that both your Applicant and you, as its authorized representative, may undertake the following activities on behalf of your Applicant, in compliance with applicable State, local, or Indian tribal laws and regulations, and your Applicant's by-laws or internal rules:

1. Execute and file its application for Federal funds,
2. Execute and file its Certifications, Assurances, and Agreements binding its compliance,
3. Execute Grant Agreements or Cooperative Agreements, or both, with FTA,
4. Comply with applicable Federal laws and regulations, and
5. Follow applicable Federal guidance.

B. Standard Assurances.

On behalf of your Applicant, you assure that your Applicant understands and agrees to the following:

1. Your Applicant will comply with all applicable Federal statutes and regulations to carry out any FTA funded Project,
2. Your Applicant is under a continuing obligation to comply with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for its Project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to the Grant Agreement or Cooperative Agreement,
3. Your Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect Project implementation,
4. Your Applicant understands that Presidential executive orders and Federal guidance, including Federal policies and program guidance, may be issued concerning matters affecting your Applicant or its Project,
5. Your Applicant agrees that the most recent Federal laws, regulations, and guidance will apply to its Project, unless FTA determines otherwise in writing,
6. In light of recent FTA legislation applicable to FTA and except as FTA determines otherwise in writing, your Applicant agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated:

FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- a. In some instances, FTA has determined that Federal statutory or regulatory program and eligibility requirements for FY 2012 or a specific previous fiscal year will apply to:
 - (1) New grants and cooperative agreements, and
 - (2) New amendments to grants and cooperative agreements that:
 - (a) Have been awarded Federal funds made available or appropriated for FY 2012 or the previous fiscal year, or
 - (b) May be awarded Federal funds appropriated for FY 2012 or the previous fiscal year, but
- b. In other instances, FTA has determined that MAP-21 will apply to the Federal funds made available or appropriated for FY 2012 or a previous fiscal year, and
- c. For all FTA funded Projects, the following MAP-21 cross-cutting requirements supersede conflicting provisions of previous Federal law and regulations:
 - (1) Metropolitan and Statewide Planning,
 - (2) Environmental Review Process,
 - (3) Agency Safety Plans,
 - (4) Transit Asset Management Provisions (and Asset Inventory and Condition Reporting),
 - (5) Costs Incurred by Providers of Public Transportation by Vanpool,
 - (6) Revenue Bonds as Local Match,
 - (7) Debt Service Reserve,
 - (8) Government's Share of Cost of Vehicles, Vehicle-Equipment, and Facilities for ADA and Clean Air Act Compliance,
 - (9) Private Sector Participation,
 - (10) Bus Testing,
 - (11) Buy America,
 - (12) Corridor Preservation,
 - (13) Rail Car Procurements,
 - (14) Veterans Preference/Employment,
 - (15) Alcohol and Controlled Substance Testing, and
 - (16) Other provisions as FTA may determine.

(See the Federal Transit Administration, "Notice of FTA Transit Program Changes, Authorized Funding Levels and Implementation of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and FTA FY 2013 Apportionments, Allocations, Program Information and Interim Guidance," 77 Fed. Reg. 663670, October 16, 2012.)

C. Intergovernmental Review Assurance.

(The assurance in Group 01.C does not apply to an Indian tribe, an Indian organization or a tribal organization that applies for funding made available or

FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

appropriated for FTA's Public Transportation on Indian Reservations Program authorized by 49 U.S.C. 5311(c)(1), as amended by MAP-21 or to FTA's Tribal Transit Program authorized by former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year.)

To facilitate compliance with U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for Federal funding to the appropriate State and local agencies for intergovernmental review, as required by those regulations.

D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. Your Applicant will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits on the basis of race, color, national origin, religion, sex, disability, or age:
 - a. Federal transit laws, specifically 49 U.S.C. 5332, as amended by MAP-21 (prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, or age, and in employment or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
 - c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
 - d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
 - e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
 - f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - g. Any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated,
2. Your Applicant will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing,
3. As required by 49 CFR 21.7:
 - a. Your Applicant will comply with 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:
 - (1) It conducts each Project,
 - (2) It undertakes property acquisitions, and
 - (3) It operates its Project facilities, including:
 - (a) Its entire facilities, and
 - (b) Its facilities operated in connection with its Project,

FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- b. This assurance applies to your Applicant's entire Project and to all parts of its facilities, including the facilities it operates to implement its Project,
- c. Your Applicant will promptly take the necessary actions to carry out this assurance, including:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,
- d. If your Applicant transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the Federal funding is extended, and
 - (2) While the property is used for another purpose involving the provision of similar services or benefits,
- e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) This assurance,
- f. Your Applicant will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit laws, 49 U.S.C. 5332, as amended by MAP-21,
- g. Your Applicant will comply with Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,
- h. Your Applicant will extend the requirements of 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 to each Third Party Participant, including:
 - (1) Any Subrecipient,
 - (2) Any Transferee,
 - (3) Any Third Party Contractor or Subcontractor at any tier,
 - (4) Any Successor in Interest,
 - (5) Any Lessee, or
 - (6) Any other Third Party Participant in its Project,
- i. Your Applicant will include adequate provisions to extend the requirements of 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including:
 - (1) Each subagreement,
 - (2) Each property transfer agreement,
 - (3) Each third party contract or subcontract at any tier,

FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- (4) Each lease, or
- (5) Each participation agreement, and
- j. The assurances you have made on behalf of your Applicant will remain in effect as long as:
 - (1) Federal funding is extended to your Applicant's Project,
 - (2) Your Applicant's Project property is used for a purpose for which the Federal funding is extended,
 - (3) Your Applicant's Project property is used for a purpose involving the provision of similar services or benefits, or
 - (4) Your Applicant retains ownership or possession of its Project property, and
4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, and consistent with 49 U.S.C. 5307(c)(1)(D)(iii), as amended by MAP-21, you assure that:
 - a. Your Applicant will comply with the following prohibitions against discrimination on the basis of disability, which are a condition of approval or extension of any FTA funding awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment,
 - (3) Undertake studies,
 - (4) Conduct research, or
 - (5) Participate in or obtain any benefit from any FTA administered program, and
 - b. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no otherwise qualified people with a disability will, because of their disability, be:
 - (1) Excluded from participation,
 - (2) Denied benefits, or
 - (3) Otherwise subjected to discrimination.

E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. Your Applicant will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of your knowledge and belief, and your Applicant's knowledge and belief, that your Applicant's Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,

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- (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
- b. Your Applicant's management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
- (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. Your Applicant is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding Section 1.b of this Certification,
- d. Your Applicant has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, your Applicant receives any information that contradicts the statements of subparagraphs 2.a – 2.d above, your Applicant will promptly provide that information to FTA,
- f. Your Applicant will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
- (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and
- g. Your Applicant will require that each covered lower tier contractor and subcontractor:
- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - (a) Debarred from participation in your Applicant's federally funded Project,
 - (b) Suspended from participation in your Applicant's federally funded Project,
 - (c) Proposed for debarment from participation in your Applicant's federally funded Project,
 - (d) Declared ineligible to participate in your Applicant's federally funded Project,

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- (e) Voluntarily excluded from participation in your Applicant's federally funded Project, or
 - (f) Disqualified from participation in your Applicant's federally funded Project, and
3. Your Applicant will provide a written explanation as indicated on its Signature Page or a page attached in FTA's TEAM-Web if it or any of its principals, including any of its first tier Subrecipients or any of its Third Party Participants at a lower tier, is unable to certify compliance with to the preceding statements in this Certification 01.E.

F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in Group 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, updated as necessary to reflect changes in Federal laws and regulations.

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
 - a. For every project described in any application your Applicant submits, your Applicant has adequate resources to properly plan, manage, and complete its Project, including:
 - (1) The legal authority to apply for Federal funding,
 - (2) The institutional capability,
 - (3) The managerial capability, and
 - (4) The financial capability (including funds sufficient to pay the non-Federal share of Project cost),
 - b. Your Applicant will give limited access and the right to examine Project-related materials, including, but not limited to:
 - (1) FTA,
 - (2) The Comptroller General of the United States, and
 - (3) If appropriate, the State, through any authorized representative,
 - c. Your Applicant will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance, and
 - d. Your Applicant will establish safeguards to prohibit employees from using their positions for a purpose that results in:
 - (1) A personal or organizational conflict of interest, or personal gain, or
 - (2) The appearance of a personal or organizational conflict of interest or personal gain.
2. *Project Specifics.* On behalf of your Applicant, you assure that:
 - a. Following receipt of an FTA award, your Applicant will begin and complete Project work within the time periods that apply,
 - b. For FTA funded construction Projects:
 - (1) Your Applicant will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
 - (2) Your Applicant will, to the extent practicable, provide and maintain

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competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,

- (3) Your Applicant will include a covenant to assure nondiscrimination during the useful life of its Project in its title to federally funded real property,
- (4) To the extent FTA requires, your Applicant will record the Federal interest in the title to FTA funded real property or interests in real property, and
- (5) To the extent practicable, absent permission and instructions from FTA, your Applicant will not alter the site of the FTA funded construction Project or facilities by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - (c) Changing the terms of the underlying real property title or other interest in the site and facilities, and

c. Your Applicant will furnish progress reports and other information as FTA or the State may require.

3. Statutory and Regulatory requirements. On behalf of your Applicant, you assure that:

- a. Your Applicant will comply with all Federal statutes relating to nondiscrimination that apply, including, but not limited to:
 - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) The prohibitions against discrimination on the basis of sex, as provided in:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
 - (3) The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
 - (4) The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
 - (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
 - (6) The prohibitions against discrimination in the sale, rental, or financing of

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housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*,

- (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*,
 - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*,
 - (9) The confidentiality requirements for the records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. 290dd – 290dd-2, and
 - (10) The nondiscrimination provisions of any other statute(s) that may apply to its Project,
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and the MAP-21 amendment to 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, your Applicant will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federally funded programs, and:
- (1) Your Applicant has the necessary legal authority under State and local laws and regulations to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and
 - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR 24.4, and
 - (2) Your Applicant has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations, because:
 - (a) Your Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
 - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, your Applicant will provide fair and reasonable relocation payments and assistance for displacement, resulting from any FTA funded Project, of:
 - 1 Families and individuals, and
 - 2 Partnerships, corporations, or associations,
 - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, your Applicant will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such displaced:
 - 1 Families and individuals, and
 - 2 Partnerships, corporations, or associations,
 - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, your Applicant will make available comparable

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- replacement dwellings to families and individuals,
- (e) Your Applicant will:
 - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
 - (f) Your Applicant will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652 to the greatest extent practicable under State law,
 - (g) Your Applicant will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631,
 - (h) Your Applicant will execute the necessary implementing amendments to third party contracts and subagreements financed with FTA funding,
 - (i) Your Applicant will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
 - (j) Your Applicant will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA funded Project involving relocation or land acquisition, and
 - (k) Your Applicant will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions,
- c. To the extent practicable, your Applicant will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures,
- d. Your Applicant will, to the extent practicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
- (1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11,
- e. Your Applicant will, to the extent practicable, comply with the labor standards and protections for federally funded Projects of:
- (1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 – 3144, 3146, and 3147,
 - (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively, and
 - (3) The Contract Work Hours and Safety Standards Act, as amended,

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40 U.S.C. 3701 *et seq.*,

- f. Your Applicant will, to the extent practicable, comply with any applicable environmental standards that may be prescribed to implement Federal laws and executive orders, including, but not limited to:
- (1) Following the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 – 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,
 - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. 7606 note,
 - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. 4321 note,
 - (4) Following the evaluation of flood hazards in floodplains provisions of Executive Order No. 11988, 42 U.S.C. 4321 note,
 - (5) Complying with the assurance of Project consistency with the approved State management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 – 1465,
 - (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 – 7671q,
 - (7) Complying with the protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6,
 - (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 – 1544,
 - (9) Complying with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project as required by 49 U.S.C. 303(b) and 303(c),
 - (10) Complying with the protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 – 1287, and
 - (11) Complying with and facilitating compliance with:
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,
 - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 – 469c, and
 - (c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note,
- g. To the extent practicable, complying with the following Federal requirements for the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal funding:

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- (1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and
- (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4,
- h. To the extent practicable, obtaining a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR 41.117(d), before accepting delivery of any FTA funded building,
- i. To the extent practicable, complying with, and assuring its Subrecipients located in special flood hazard areas comply with, section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:
 - (1) Participating in the Federal flood insurance program, and
 - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more,
- j. To the extent practicable, complying with:
 - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal loan, grant agreement, or cooperative agreement, and
 - (2) 49 U.S.C. 5323(l)(2), as amended by MAP-21, and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding made available or authorized for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,
- k. Performing the financial and compliance audits as required by the:
 - (1) Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*,
 - (2) U.S. OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” Revised, and
 - (3) Most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT, and
- l. To the extent practicable, complying with all the provisions of all other Federal laws or regulations that apply, and follow Federal guidance governing your Applicant and its Project, except to the extent that FTA has expressly approved otherwise in writing.

GROUP 02. LOBBYING.

Except if your Applicant is an Indian Tribe exempted from these requirements by 31 U.S.C. 1352, you must select the Certification in Group 02 if your Applicant seeks:

- *A Federal grant or cooperative agreement exceeding \$100,000, or*
- *A Federal loan (including a line of credit), loan guarantee, or loan insurance exceeding \$150,000.*

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Your Applicant is ultimately responsible for compliance with the Certification and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, FTA may not provide funding for your Applicant's Project for which Group 02 applies unless you select the Certification in Group 02 on behalf of your Applicant. Any provision of the Certification in Group 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
 - a. The lobbying restrictions of this Certification apply to your Applicant's requests:
 - (1) For \$100,000 or more in Federal funding for a grant or cooperative agreement, and
 - (2) For \$150,000 or more in Federal funding for a loan, line of credit, or loan guarantee, and
 - b. Your Certification on behalf of your Applicant applies to the lobbying activities of:
 - (1) Your Applicant,
 - (2) Your Applicant's Principals, and
 - (3) Your Applicant's Subrecipients at the first tier,
2. To the best of your knowledge and belief:
 - a. No Federal appropriated funds have been or will be paid by or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any Federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance,
 - b. Your Applicant will submit a complete OMB Standard Form-LLL, "Disclosure of Lobbying Activities (Rev. 7-97)," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
 - (1) An officer or employee of any Federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
 - (2) A Member of Congress, an employee of a member of Congress, or an officer

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or employee of Congress regarding the award of a:

(a) Federal grant or cooperative agreement, or

(b) Federal loan, line of credit, loan guarantee, or loan insurance, and

c. Your Applicant will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:

(1) Subcontracts,

(2) Subgrants,

(3) Subagreements, and

(4) Third party contracts under a:

(a) Federal grant or cooperative agreement, or

(b) Federal loan, line of credit, loan guarantee, or loan insurance,

3. Your Applicant understands that:

a. This Certification is a material representation of fact that the Federal government relies on, and

b. Your Applicant must submit this Certification before the Federal government may award funding for a transaction covered by 31 U.S.C. 1352, including a:

(1) Federal grant or cooperative agreement, or

(2) Federal loan, line of credit, loan guarantee, or loan insurance, and

4. Your Applicant also understands that any person who does not file a required Certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

GROUP 03. PRIVATE SECTOR PROTECTIONS.

You must select the Assurance and enter into the Agreements in Group 03 on behalf of your Applicant if your Applicant intends to acquire public transportation property or operate public transportation supported with FTA capital or operating funds, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's Project that involves the acquisition of public transportation property or operations of public transportation that affect your Applicant's acquisitions or operations, you must select the Assurance in Group 03.A and enter into the Agreements in Group 03.B and Group 03.C on behalf of your Applicant. Any provision of the Assurance and Agreements in Group 03 that does not apply will not be enforced.

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A. Private Sector Property Protections.

For FTA to make the findings necessary to protect private transportation providers, as required by 49 U.S.C. 5323(a)(1), you must select the Assurances in Group 03.A on behalf of your Applicant:

1. *If your Applicant is a:*
 - a. *State,*
 - b. *Local government, or*
 - c. *Indian tribal government, and*
2. *If you are applying for or will apply on your Applicant's behalf for 49 U.S.C. chapter 53 funding to:*
 - a. *Acquire the property of a private transit operator, or*
 - b. *Operate public transportation in competition with or in addition to a public transportation operator.*

To facilitate FTA's ability to make the findings required by 49 U.S.C. 5323(a)(1), on behalf of your Applicant, you assure that:

1. Your Applicant has or will have:
 - a. Determined that the funding is essential to carrying out a Program of Projects as required by 49 U.S.C. 5303, 5304, and 5306,
 - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
 - c. Paid just compensation under State or local laws to the company for any franchise or property acquired, and
2. Your Applicant has completed the actions described in subsection 1 of this Certification before it:
 - a. Acquires the property or an interest in the property of a private provider of public transportation, or
 - b. Operates public transportation equipment or facilities:
 - (1) In competition with transportation service provided by an existing public transportation operator, or
 - (2) In addition to transportation service provided by an existing public transportation operator.

B. Charter Service Agreement.

You must enter into the Charter Service Agreement in Group 03.B on behalf of your Applicant if you apply for funding to acquire or operate transit facilities and equipment, unless your Applicant qualifies for an exception under Federal law and regulations.

As required by 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

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1. General Requirements. FTA's "Charter Service" regulations apply as follows:
 - a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired by FTA recipients for transportation Projects with Federal funding derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, or
 - (2) 23 U.S.C. 133 or 142,
 - b. FTA's charter service restrictions extend to:
 - (1) Your Applicant, when it becomes a recipient of Federal funding authorized for or made available for:
 - (a) Federal transit laws, 49 U.S.C. chapter 53, or
 - (b) 23 U.S.C. 133 or 142,
 - (2) Any Third Party Participant that receives Federal funding derived from:
 - (a) Federal transit laws, 49 U.S.C. chapter 53, or
 - (b) 23 U.S.C. 133 or 142,
 - c. A Third Party Participant includes any:
 - (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third Party Contractor or Subcontractor at any Tier, and
 - (4) Other Third Party Participant in your Applicant's Project,
 - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives FTA funding made available or authorized for your Applicant's Project will engage in charter service operations, except as permitted under:
 - (1) Federal transit laws, specifically 49 U.S.C. 5323(d) and (g),
 - (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. 5323(d) and (g),
 - (3) Any other Federal Charter Service regulations, or
 - (4) Federal guidance, except as FTA determines otherwise in writing,
 - e. You and your Applicant agree that the latest Charter Service Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
 - f. You and your Applicant agree that:
 - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives FTA funding made available or authorized for its Project that has engaged in a pattern of violations of FTA's Charter Service regulations by:
 - (a) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or
 - (b) Otherwise violating your Applicant's Charter Service Agreement it has elected in its latest annual Certifications and Assurances, and
 - (2) These corrective measures and remedies may include:
 - (a) Barring Your Applicant or any Third Party Participant operating public transportation under the Project that has provided prohibited

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- charter service from receiving FTA funds,
 - (b) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations, or
 - (c) Any other appropriate remedy that may apply, and
2. Exceptions. Apart from exceptions to the charter service restrictions in FTA's Charter Service Regulations, FTA has established the following additional exceptions to those restrictions:
- a. FTA's Charter Service restrictions do not apply to your Applicant seeking funding made available or appropriated for 49 U.S.C. 5307 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under repealed 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, provided that your Applicant uses that FTA funding for program purposes only,
 - b. FTA's Charter Service restrictions do not apply to your Applicant seeking funding made available or appropriated for 49 U.S.C. 5310 to be used for New Freedom activities that would have been eligible for assistance under repealed 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, provided your Applicant uses that FTA funding for program purposes only, and
 - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that recipient provides a private intercity or charter transportation operator reasonable access to that recipient's federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes as specified in 49 U.S.C. 5323(r), as amended by MAP-21.

C. School Bus Agreement.

You must enter into the School Bus Agreement in Group 03.C on behalf of your Applicant if you apply for funding to acquire or operate transit facilities and equipment, unless your Applicant qualifies for an exception under Federal law and regulations.

As required by 49 U.S.C. 5323(f) and (g), as amended by MAP-21, and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), as amended by MAP-21, on behalf of your Applicant, you are entering into the following School Bus Agreement:

- 1. FTA's "School Bus Operations" regulations restrict school bus operations (as defined in the FTA regulations) using facilities and equipment acquired with Federal funding derived from:
 - a. Federal transit laws, 49 U.S.C. chapter 53, or
 - b. 23 U.S.C. 133 or 142,
- 2. FTA's school bus operations restrictions extend to:
 - a. Your Applicant, when it becomes a recipient of Federal funding made available or authorized for:

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- (1) Federal transit laws, 49 U.S.C. chapter 53, or
- (2) 23 U.S.C. 133 or 142,
- b. Any Third Party Participant that receives Federal funding derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, or
 - (2) 23 U.S.C. 133 or 142,
3. A Third Party Participant includes any:
 - a. Subrecipient at any tier,
 - b. Lessee,
 - c. Third Party Contractor or Subcontractor at any tier, and
 - d. Other Third Party Participant in the Project,
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant involved in your Applicant's Project, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. 5323(f) and (g), as amended by MAP-21,
 - b. FTA regulations, "School Bus Operations," 49 CFR Part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), as amended by MAP-21,
 - c. Any other Federal School Bus regulations, or
 - d. Federal guidance, except as FTA determines otherwise in writing,
5. You and your Applicant agree that the latest School Bus Agreement you have selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
6. You and your Applicant agree that FTA will bar your Applicant or any Third Party Participant that has violated this School Bus Agreement from receiving Federal transit funding in an amount FTA considers appropriate.

GROUP 04. PROCUREMENT AND PROCUREMENT SYSTEM.

We request that you select the Procurement and Procurement System Certification, on behalf of your Applicant, by selecting the Certification in Group 04, especially if your Applicant is a State, local, or Indian tribal government with a certified procurement system, as provided in 49 CFR 18.36(g)(3)(ii).

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certification in Group 04 that does not apply will not be enforced.

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On behalf of your Applicant, you certify that your Applicant's procurements and procurement system will comply with all Federal laws and regulations in accordance with applicable Federal guidance, except to the extent FTA has approved otherwise in writing.

GROUP 05. ROLLING STOCK REVIEWS AND BUS TESTING.

You must select the Certifications in Group 05 on behalf of your Applicant if your Applicant, using FTA funds, intends to acquire:

- *Rolling stock for use in revenue service. or*
- *A new bus model.*

The Certifications in Group 05 are required for such acquisitions listed above regardless of whether the FTA funds used were made available or appropriated for:

- *49 U.S.C. chapter 53, as amended by MAP-21, or*
- *Former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead.*

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's Project to acquire rolling stock or a new bus model, you must select the Certifications in Group 05 on behalf of your Applicant. Any provision of the Certifications in Group 05 that does not apply will not be enforced.

A. Rolling Stock Reviews.

(If your Applicant seeks FTA funding for rolling stock for use in revenue service.)

On behalf of your Applicant, you certify that in procuring revenue service rolling stock for use in revenue service:

1. Your Applicant will comply with:
 - a. Federal transit laws, specifically 49 U.S.C. 5323(m), and
 - b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR 663.7:
 - a. Your Applicant will conduct or cause to be conducted the required pre-award and post-delivery reviews, and

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- b. Your Applicant will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

B. Bus Testing.

(If your Applicant seeks FTA funding to acquire a new bus model.)

On behalf of your Applicant, you certify that:

1. Because the MAP-21 cross-cutting requirement “Bus Testing” applies to all acquisitions of new buses and new bus models that require bus testing, your Applicant will comply with:
 - a. 49 U.S.C. 5318, as amended by MAP-21, and
 - b. FTA regulations, “Bus Testing,” 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. 5318, as amended by MAP-21,
2. As required by 49 CFR 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
 - a. Your Applicant will not spend any Federal funds appropriated under 49 U.S.C. chapter 53 to acquire that bus until:
 - (1) The bus has been tested at FTA’s bus testing facility, and
 - (2) It has received a copy of the test report prepared on that new bus model, and
 - b. Your Applicant will not authorize final acceptance of the bus until:
 - (1) The bus has been tested at FTA’s bus testing facility,
 - (2) It has received a copy of the test report prepared on that new bus model,
3. Your Applicant will ensure that the bus that is tested has met the performance standards consistent with those regulations, including:
 - a. Performance standards for:
 - (1) Maintainability,
 - (2) Reliability,
 - (3) Performance (including braking performance),
 - (4) Structural integrity,
 - (5) Fuel economy,
 - (6) Emissions, and
 - (7) Noise, and
 - b. Minimum safety performance standards established under 49 U.S.C. 5329, as amended by MAP-21, and
4. After FTA has issued regulations authorized by 49 U.S.C. 5318(e)(2), as amended by MAP-21, your Applicant will ensure that the bus that is tested has received a passing aggregate test score under the “Pass/Fail” standard established under 49 U.S.C. 5318(e)(2), as amended by MAP-21.

GROUP 06. DEMAND RESPONSIVE SERVICE.

You must select the Certification in Group 06 on behalf of your Applicant if your

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Applicant is a public entity, operates demand responsive service and intends to use FTA funding to acquire a non-rail vehicle that is not accessible, but financed with FTA funds made available or appropriated for:

- *49 U.S.C. chapter 53, as amended by MAP-21, or*
- *Former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead.*

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's Project to acquire a non-rail transit vehicle that is not accessible, you must select the Certification in Group 06 on behalf of your Applicant. Any provision of the Certification in Group 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
 - a. Individuals with disabilities, including individuals who use wheelchairs, and
 - b. Individuals without disabilities, and
2. Viewed in its entirety, your Applicant's service for individuals with disabilities is:
 - a. Provided in the most integrated setting feasible, and
 - b. Equivalent to the service it offers individuals without disabilities with respect to:
 - (1) Response time,
 - (2) Fares,
 - (3) Geographic service area,
 - (4) Hours and days of service,
 - (5) Restrictions on priorities based on trip purpose,
 - (6) Availability of information and reservation capability, and
 - (7) Constraints on capacity or service availability.

GROUP 07. INTELLIGENT TRANSPORTATION SYSTEMS.

You must select the Assurance in Group 07 on behalf of your Applicant if your Applicant applies for Federal funding to support:

- *An Intelligent Transportation Systems (ITS) Project, or*
- *A Project in support of an ITS Project.*

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Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's Project to support an ITS Project or a Project that supports an ITS project, you must select the Assurances in Group 07 on behalf of your Applicant. Any provision of the Assurance in Group 07 that does not apply will not be enforced.

On behalf of your Applicant, you assure that:

1. As used in this assurance, the term Intelligent Transportation Systems (ITS) Project is defined to include any Project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," and
2. As provided in 23 U.S.C. 517(d), any ITS Project your Applicant undertakes that is funded with appropriations made available from the Highway Trust Fund, including amounts made available to deploy intelligent transportation systems, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. 517(a) or (c), unless your Applicant obtains a waiver as provided in 23 U.S.C. 517(d)(2).

GROUP 08. INTEREST AND FINANCING COSTS AND LEASING COSTS.

You must select the Certifications in Group 08 on behalf of your Applicant if your Applicant's Project involves interest, financing or leasing costs supported with FTA funds made available or appropriated for:

- *49 U.S.C. chapter 53, as amended by MAP-21, or*
- *Former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead.*

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

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Except as FTA determines otherwise in writing, before FTA may provide funding for the interest, financing or leasing costs that are a part of or connected with your Applicant's Project, you must select the Certifications in Group 08 on behalf of your Applicant. Any provision of the Certifications in Group 08 that does not apply will not be enforced.

A. Interest and Financing Costs.

You must select the Certification in Group 08.A if your Applicant intends to reimburse interest or other financing costs for Projects funded by the Urbanized Area Formula Program, Fixed Guideway Capital Investment Program, or the New Starts or Small Starts Program within the Capital Investment Program.

On behalf of your Applicant, you certify that:

1. Your Applicant will not seek reimbursement for interest or other financing costs unless:
 - a. It is eligible to receive Federal funding for those costs, and
 - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, to the extent FTA may require, and
2. Your Applicant will comply with the same favorable financing cost provisions for:
 - a. Urbanized Area Formula Projects funded by MAP-21 or previous FTA enabling legislation,
 - b. Projects under Full Funding Grant Agreements funded by MAP-21 or previous FTA enabling legislation,
 - c. Projects with Early Systems Work Agreements funded by MAP-21 or previous FTA enabling legislation,
 - d. Fixed Guideway Capital Investment Projects funded by previous FTA enabling legislation,
 - e. State of Good Repair Projects funded by MAP-21,
 - f. Bus and Bus Facilities Projects funded by MAP-21, and
 - g. Low or No Emission Vehicle Development Projects funded by MAP-21.

B. Acquisition of Capital Assets by Lease.

You must select the Certification in Group 08.B if your Applicant intends to use FTA funding to acquire capital assets through a lease.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, specifically 49 CFR 639.15(b)(1) and 49 CFR 639.21, if your Applicant acquires any capital asset through a lease financed with Federal funding authorized under 49 U.S.C. chapter 53:

1. Your Applicant will not use Federal funding authorized under 49 U.S.C. chapter 53 to finance the cost of leasing any capital asset until:
 - a. It performs calculations demonstrating that leasing the capital asset would be

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- more cost-effective than purchasing or constructing a similar asset, and
- b. It completes these calculations before the later of:
 - (1) Entering into the lease, or
 - (2) Receiving a capital grant for the asset, and
 2. Your Applicant will not enter into a capital lease for which FTA can provide only incremental Federal funding unless your Applicant has adequate financial resources to meet its future lease obligations if Federal funding is not available.

GROUP 09. TRANSIT ASSET MANAGEMENT AND AGENCY SAFETY PLANS.

Except as FTA determines otherwise in writing, you must select the Certifications in Group 09 on behalf of your Applicant if your Applicant seeks FTA funds made available or appropriated for:

- *49 U.S.C. chapter 53, as amended by MAP-21, or*
- *Former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead, including:*
 - *Transit Asset Management Provisions (and Asset Inventory and Condition Reporting), and*
 - *Agency Safety Plans.*

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, before FTA may provide funding made available or appropriated for 49 U.S.C. chapter 53, you must select the Certifications in Group 09 on behalf of your Applicant. Any provision of the Certifications in Group 09 that does not apply will not be enforced.

A. Transit Asset Management Plan.

You must select the Certification in Group 09.A on behalf of your Applicant if your Applicant applies, as a direct Recipient, of funding made available or appropriated for 49 U.S.C. chapter 53, as amended by MAP-21 or for former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year, except as superseded MAP-21 cross-cutting requirement, "Transit Asset Management Provisions (and Asset Inventory and Condition Reporting)" instead.

On behalf of your Applicant, you certify that your Applicant will comply, and each Subrecipient will:

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1. Follow Federal guidance issued that implements transit asset management system provisions of 49 U.S.C. 5326, as amended by MAP-21, except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations that implement the transit asset management system required by 49 U.S.C. 5326, as amended by MAP-21, after those regulations have been issued as required by 49 U.S.C. 5326(e), as amended by MAP-21.

B. Public Transportation Agency Safety Plan.

You must select the Certification in Group 09.B on behalf of your Applicant if your Applicant is a State government, local government, or any other operator of a public transportation system and seeks funding made available or appropriated for 49 U.S.C. chapter 53, as amended by MAP-21, or for former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year, except as superseded by the MAP-21 cross-cutting requirement, "Agency Safety Plans."

On behalf of your Applicant, you certify that your Applicant will:

1. Follow Federal guidance issued that implements the safety plan provisions of 49 U.S.C. § 5329(a) – (d), as amended by MAP-21, except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations that implement the safety plan requirements of 49 U.S.C. § 5329(a) – (d), as amended by MAP-21, after within one year after FTA has issued that plan as required by 49 U.S.C. 5329(b), as amended by MAP-21.

GROUP 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

Except as FTA determines otherwise in writing, you must select the Certification in Group 10 on behalf of your Applicant if your Applicant is required to comply with the alcohol and controlled substance testing requirements of:

- *49 U.S.C. 5331, as amended by MAP-21, or*
- *Former 49 U.S.C. 5331 in effect in FY 2012 or a previous fiscal year, except as superseded instead by the MAP-21 cross-cutting requirement, "Alcohol and Controlled Substance Testing."*

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

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Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's Project, you must select the Certification in Group 10 on behalf of your Applicant. Any provision of the Certification that does not apply will not be enforced.

As required by 49 U.S.C. 5331, as amended by MAP-21, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," specifically 49 CFR part 655, subpart I, on behalf of your Applicant, you certify that:

1. Your Applicant has established and implemented:
 - a. An alcohol misuse testing program, and
 - b. A controlled substance testing program,
2. Your Applicant has complied with or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. 5331, as amended by MAP-21, and
3. Further, should your Applicant reside in a State that permits marijuana use for medical or recreational purposes, your Applicant has complied or will comply with the Federal controlled substance testing requirements of 49 CFR part 655.

GROUP 11. FIXED GUIDEWAY CAPITAL INVESTMENT PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY) AND CAPITAL INVESTMENT PROGRAM IN EFFECT BEFORE MAP-21.

The Certification in Group 11 is in addition to other Certifications and Assurances listed previously that are required for the New Starts, Small Starts, or Core Capacity Programs within the MAP-21 Fixed Guideway Capital Investment Program and also for the Capital Investment Program financed with funds made available or appropriated for former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certification in Group 11 on behalf of your Applicant if your Applicant seeks financing for its:

- *Fixed Guideway Capital Investment Program Project financed with funds made available or appropriated for 49 U.S.C. 5309, as amended by MAP-21, or*
- *Capital Investment Project financed with funds made available or appropriated for former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead.*

FTA has determined that MAP-21 requirements will apply to all funding for New Starts,

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Small Starts, or Core Capacity projects irrespective of whether they are financed with MAP-21 funds or funds made available or appropriated for FY 2012 or a previous fiscal year. Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's New Starts, Small Starts, or Core Capacity Project, you must select the Certification in Group 11 on behalf of your Applicant. Any provision of the Certification in Group 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects,
 - c. Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and
 - e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant will maintain its Project equipment and facilities adequately, and
4. Your Applicant will comply with:
 - a. The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
 - b. The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21.

GROUP 12. STATE OF GOOD REPAIR PROGRAM.

Although 49 U.S.C. 5337, as amended by MAP-21, did not require special Certifications and Assurances for the State of Good Repair Program, other Certifications and Assurances within Appendix A to this Notice are required for State of Good Repair Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take the appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Therefore, we encourage you to select the Certification in Group 12 if your Applicant seeks State of Good Repair Program funding authorized by 49 U.S.C. 5337, as amended by MAP-21.

On behalf of your Applicant, you certify that:

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1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects,
 - c. Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and
 - e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant will maintain its Project equipment and facilities adequately, and
4. Your Applicant will comply with:
 - a. The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
 - b. The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21.

GROUP 13. FIXED GUIDEWAY MODERNIZATION GRANT PROGRAM.

The Certification in Group 13 is in addition to other Certifications and Assurances listed previously that are required for Fixed Guideway Modernization Grant Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certifications in Group 13 on behalf of your Applicant if your Applicant seeks funding for its Fixed Guideway Modernization Project under 49 U.S.C. 5309(b)(2) in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

Before FTA may provide funding made available or appropriated for any of these Projects, on behalf of your Applicant, you must have selected the Certification in Group 13 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certification in Group 13 that does not apply will not be enforced.

The following Certifications for Fixed Guideway Modernization Grant Program funding are required by former 49 U.S.C. 5309(c)(2) and former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in

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writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects,
 - c. Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and
 - e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant will maintain its Project equipment and facilities adequately, and
4. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21.

GROUP 14. BUS AND BUS FACILITIES PROGRAMS.

The Certifications in Group 14A are in addition to other Certifications and Assurances listed previously that are required for Bus and Bus Facilities Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certifications in Group 14, on behalf of your Applicant, if your Applicant seeks financing for its:

- *Bus and Bus Facilities Formula Grant Program financed with funds made available or appropriated for 49 U.S.C. 5339, as amended by MAP-21, or*
- *Bus and Bus Related Equipment and Facilities Project financed with funds made available or appropriated for former 49 U.S.C. 5309(b)(3) in effect in FY 2012 or a previous fiscal year.*

In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

These two programs have or will have funding available during FY 2013. Accordingly, if your Applicant seeks funding made available or authorized by 49 U.S.C. 5339, as amended by MAP-21, or former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, you should provide the two subgroups of Certifications in Group 14, on behalf of your Applicant, to assure that FTA can select the type of funding it considers most suitable.

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Before FTA may provide funding made available or appropriated for your Applicant's Project, on behalf of your Applicant, you must have selected the Certifications in Group 14 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certifications in Group 14 that does not apply will not be enforced.

A. Bus and Bus Facilities Formula Grants Program

You must select the Certification in Group 14.A if your Applicant seeks funding for its Bus or Bus Facilities Formula Project financed with funds made available or appropriated for 49 U.S.C. 5339, as amended by MAP-21.

The following Certification for Bus and Bus Facilities Formula Grants Program funding are required by 49 U.S.C. 5339(b), as amended by MAP-21, which states that "The requirements of section 5307 apply to recipients of grants made under this section." Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects,
 - c. Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and
 - e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant will maintain its Project equipment and facilities adequately,
4. Your Applicant will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C.5339, as amended by MAP-21, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
 - d. Any individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C.5339, as amended by MAP-21, your Applicant will comply with the:
 - a. General provisions for FTA programs of 49 U.S.C. 5323, as amended by MAP-21, and

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- b. Third party procurement requirements of 49 U.S.C. 5325, as amended by MAP-21,
6. Your Applicant has complied with or will comply with 49 U.S.C. 5307(b), as amended by MAP-21, because it:
 - a. Has made or will make available to the public information on amounts of its funding available to it under 49 U.S.C. 5339,
 - b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
 - e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by U.S. DOT under 49 U.S.C. 5336 with federally funded transportation services supported by United States Government sources other than U.S. DOT,
 - f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - g. Has made or will make the final Program of Projects available to the public,
7. As required by 49 U.S.C. 5307(d), as amended by MAP-21, your Applicant:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from approved non-Federal sources except if otherwise authorized by law, and
 - c. Will provide the local share funds when needed,
8. Your Applicant will comply with:
 - a. The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
 - b. The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21,
9. Your Applicant has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation, and
10. Your Applicant will comply with requirements for Public Transportation Agency Safety Plan requirements of 49 U.S.C. 5329, as amended by MAP-21.

B. Bus and Bus Related Equipment and Facilities Grant Program (Discretionary).

You must select the Certification in Group 14.B if your Applicant seeks funding for its Bus or Bus Related Equipment and Facilities Project financed with funds made available or appropriated for former 49 U.S.C. 5309(b)(3) in effect in FY 2012 or a

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previous fiscal year. In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

Except as FTA determines otherwise in writing, you must select the Certification in Group 14.B on behalf of your Applicant if your Applicant seeks funding for its discretionary Bus and Bus Related Equipment and Facilities Project. Before FTA may provide funding made available or appropriated for the discretionary Bus and Bus Related Equipment and Facilities Program, on behalf of your Applicant:

- *In FY 2013, you must have selected the Certifications and Assurances required by former 49 U.S.C. 5307(d)(1)(A) – (C) and (H) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead, or*
 - *You must have selected the Certification in Group 14.B.*
- Any provision of the Certification in Group 14.B that does not apply will not be enforced.*

The following Certification for discretionary Bus and Bus Related Equipment and Facilities Grant Program funding are required by former 49 U.S.C. 5309(c)(2), which applies the requirements of former 49 U.S.C. 5307(d)(1)(A), (B), (C), and (H) in effect in FY 2012 or a previous fiscal year to this Program, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects,
 - c. Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and
 - e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant will maintain its Project equipment and facilities adequately, and
4. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21.

GROUP 15. URBANIZED AREA FORMULA GRANT PROGRAMS AND JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM.

The Certifications in Group 15 are in addition to other Certifications and Assurances listed previously that are required for the Urbanized Area Formula Grants Programs or Job Access and Reverse Commute (JARC) Formula Grant Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and

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Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certifications in Group 15, on behalf of your Applicant, if your Applicant seeks financing for its:

- *Urbanized Area Formula Project financed with funds made available or appropriated for 49 U.S.C. 5307, as amended by MAP-21, which among other things, authorizes funding for JARC Projects and Project Activities,*
- *Urbanized Area Formula Project financed with funds made available or appropriated for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, or*
- *Job Access and Reverse Commute Project financed with funds made available or appropriated for former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year.*

In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

These three programs have or will have funding available during FY 2013. Accordingly, if your Applicant seeks funding made available or authorized by 49 U.S.C. 5307 or former 49 U.S.C. 5316, you should provide the three subgroups of Certifications in Group 15, on behalf of your Applicant, to assure that FTA can select the type of funding it considers most suitable.

Before FTA may provide funding made available or appropriated for any of these Projects, on behalf of your Applicant, you must have selected the Certifications in Group 15 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certifications in Group 15 that does not apply will not be enforced.

A. Urbanized Area Formula Program under MAP-21.

You must select the Certification in Group 15.A if your Applicant seeks funding for its Urbanized Area Formula Project financed with funds made available or appropriated for 49 U.S.C. 5307, as amended by MAP-21.

The following Certification for the Urbanized Area Formula Program funding made available or appropriated for MAP-21 are required by 49 U.S.C. 5307(c)(1), as amended by MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,

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- b. Financial capacity to carry out its proposed Projects,
 - c. Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and
 - e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
 3. Your Applicant will maintain its Project equipment and facilities adequately,
 4. Your Applicant will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5307, as amended by MAP-21, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
 - d. Any individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
 5. When carrying out a procurement under 49 U.S.C. 5307, as amended by MAP-21, your Applicant will comply with the:
 - a. General provisions for FTA programs of 49 U.S.C. 5323, and
 - b. Third party procurement requirements of 49 U.S.C. 5325,
 6. Your Applicant has complied with or will comply with 49 U.S.C. 5307(b), as amended by MAP-21, because it:
 - a. Has made or will make available to the public information on amounts of its funding available to it under 49 U.S.C. 5307,
 - b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
 - e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by U.S. DOT under 49 U.S.C. 5336 with federally funded transportation services supported by United States Government sources other than U.S. DOT,
 - f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of

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Projects, and

g. Has made or will make the final Program of Projects available to the public,

7. As required by 49 U.S.C. 5307(d), as amended by MAP-21, your Applicant:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from approved non-Federal sources except if otherwise authorized by law, and
 - c. Will provide the local share funds when needed,
8. As required by 49 U.S.C. 5307(c)(1)(H) and 49 U.S.C. 5309(c)(2), as amended by MAP-21, your Applicant will comply with:
 - a. The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
 - b. The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21,
9. As required by 49 U.S.C. 5307(c)(1)(I), as amended by MAP-21, your Applicant has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation,
10. Each fiscal year:
 - a. Your Applicant will ensure that at least one (1) percent of the amount of the 49 U.S.C. 5307 funding apportioned to the urbanized area is spent for public transportation security Projects as described in 49 U.S.C. 5307(c)(1)(J)(i) including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other Project intended to increase the security and safety of an existing or planned public transportation, or
 - b. The Designated Recipients in your Applicant's urbanized area will certify that such expenditures for transportation security Projects are not necessary, (Information about the intentions of your Designated Recipients in the Applicant's urbanized area must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Program application in TEAM-Web),
11. If your Applicant serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
 - a. Each fiscal year, your Applicant will ensure that at least one (1) percent of the amount apportioned to the urbanized area is spent for Associated Transit Improvements, as defined in 49 U.S.C. 5302(1), as amended by MAP-21,
 - b. Your Applicant will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
 - (1) A list of its Associated Transit Improvement Projects or Project activities during that Federal fiscal year using those 49 U.S.C. 5307 funds, or
 - (2) Sufficient information to demonstrate that the Designated Recipients in

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its area together have spent one (1) percent of the amount of funding that must be made available to them for Associated Transit Improvement Projects or Project activities, or have included the same information in a separate report attached in TEAM-Web, and

- c. The report of your Applicant's Associated Transit Improvement Projects or Project activities is or will be incorporated by reference and made part of its Certifications and Assurances, and
12. Your Applicant will comply with its Public Transportation Agency Safety Plan as required by 49 U.S.C. 5329, as amended by MAP-21.

B. Urbanized Area Formula Program Before MAP-21 Became Effective.

You must select the Certification in Group 15.B if your Applicant seeks funding for its Urbanized Area Formula Project financed with funds made available or appropriated for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

The following Certification for the Urbanized Area Formula Grants Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects,
 - c. Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and
 - e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant will maintain its Project equipment and facilities adequately,
4. Your Applicant will ensure that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any elderly individual,
 - b. Any handicapped individual, as described in 49 CFR part 27,
 - c. Any individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
 - d. Any individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting

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requirements that apply instead:

- a. Your Applicant will use competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - b. Your Applicant will not use exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
 - c. As provided by the MAP-21 cross-cutting requirement, “Buy America,” your Applicant will comply with 49 U.S.C. 5323(j), as amended by MAP-21,
 - d. Your Applicant will comply with applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
 - e. As provided by MAP-21 cross-cutting requirements, your Applicant will comply with applicable railcar option restrictions of 49 U.S.C. 5325(e), as amended by MAP-21, and
 - f. As required by the MAP cross-cutting requirement, “Veterans Preference/Employment,” your Applicant will comply with 49 U.S.C. 5325(k), as amended by MAP-21,
6. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, former 49 U.S.C. 5307(b) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 requirements that apply instead:
- a. For a capital project that will substantially affect a community or the public transportation service of a community, your Applicant:
 - (1) Has provided an adequate opportunity for public review and comment on its Project,
 - (2) After providing notice, has held a public hearing on the project if the project affects significant economic, social, or environmental interests,
 - (3) Has considered the economic, social, and environmental effects of the project, and
 - (4) Has found that the project is consistent with official plans for developing the community,
 - b. The notice of a hearing your Applicant published:
 - (1) Included a concise description of the proposed project, and
 - (2) Was published in a newspaper of general circulation in the geographic area the project will serve, and
 - c. Your Applicant’s application for a capital grant that will substantially affect a community, or the public transportation service of a community under former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year for a capital project described in paragraph (1) will include the following:
 - (1) A Certification that the applicant has complied with the requirements of 49 U.S.C. 5323(b)(1)(C), and
 - (2) In the environmental record for the project, evidence that your Applicant has complied with the requirements of 49 U.S.C. 5323(b)(1)(C).
7. Your Applicant:
- a. Has or will have the amount of funds required for the local share by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as

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- superseded by MAP-21 cross cutting requirements that apply instead,
 - b. Will provide the local share funds from approved non-Federal sources except as permitted by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead, and
 - c. Will provide the local share funds when needed,
8. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21,
9. Your Applicant has a locally developed process to solicit and consider public comment before:
- a. Raising a fare, or
 - b. Implementing a major reduction of public transportation,
10. Each fiscal year:
- a. Your Applicant will spend at least one (1) percent of its 49 U.S.C. 5307 funding for public transportation security Projects (limited to capital Projects if your Applicant serves an urbanized area with a population of 200,000 or more), including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other Project intended to increase the security and safety of an existing or planned public transportation, or
 - b. Your Applicant will certify that such expenditures for transportation security Projects are not necessary,
(Information about your Applicant's intentions must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Program application in TEAM-Web),
11. If your Applicant serves an urbanized area with a population of at least 200,000 individuals:
- a. Each fiscal year, your Applicant will ensure that at least one (1) percent of the amount apportioned to the urbanized area is spent for Transit Enhancements, as defined in former 49 U.S.C. 5302(a)(15),
 - b. Your Applicant will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year
 - (1) A list of its Transit Enhancement Project activities during that Federal fiscal year using those former 49 U.S.C. 5307 funds, or
 - (2) Sufficient information to demonstrate that the Designated Recipients in your Applicant's urbanized area together have spent one (1) percent of the amount of funding that must be made available to them for Transit Enhancements or have included the same information in a separate report attached in TEAM-Web, and

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- c. The report of your Applicant or the Designated Recipients' Transit Enhancement Projects or Project activities is or will be incorporated by reference and made part of its Certifications and Assurances, and
12. As required by the MAP-21 cross-cutting requirement, "Agency Safety Plans," your Applicant will comply with its Public Transportation Agency Safety Plan, as required by 49 U.S.C. 5329, as amended by MAP-21.

C. Job Access and Reverse Commute (JARC) Formula Grant Program.

You must select the Certification in Group 15.C if your Applicant seeks funding for its JARC Project financed with funds made available or appropriated for former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year. In administering program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

1. The following Certification for the Urbanized Area Formula Grants Program are required by former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Your Applicant will make awards of JARC funding on a competitive basis following:
 - (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5316, and
 - (2) A statewide solicitation for applications for JARC funding in compliance with former 49 U.S.C. 5316,
 - b. Any allocations to Subrecipients of JARC funding authorized by former 49 U.S.C. 5316 will be distributed on a fair and equitable basis,
 - c. As required by former 49 U.S.C. 5316:
 - (1) The projects your Applicant has selected or will select for funding made available or appropriated for that program were derived from a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated,
 - (2) That locally developed, coordinated plan was produced through a process that included:
 - (a) Representatives of public, private, and nonprofit transportation providers,
 - (b) Representatives of public, private, and nonprofit human services providers, and
 - (c) Participation by the public,
 - d. Before your Applicant transfers funds to a project funded by former 49 U.S.C. 5336, that project has been or will have been coordinated with private

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nonprofit providers of services,

- e. Before using funds apportioned for projects serving an area other than that for which funding was apportioned under former 49 U.S.C. 5316:
 - (1) The State's chief executive officer, or his or her designee, will have certified that all the JARC program objectives of former 49 U.S.C. 5316 are being met in the area from which the funding would be derived, and
 - (2) If the State has a statewide program for meeting the JARC program objectives of former 49 U.S.C. 5316, the funds can be used for projects anywhere in the State, and
 - f. The requirements of former 49 U.S.C. 5307 will apply to the JARC Program, authorized by former 49 U.S.C. 5316, and
2. The following Certifications for the JARC Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
- a. Your Applicant has or will have, and will require each Subrecipient to have:
 - (1) The legal capacity to carry out its proposed Projects,
 - (2) The financial capacity to carry out its proposed Projects,
 - (3) The technical capacity to carry out its proposed Projects,
 - (4) The necessary capacity to carry out the safety aspects of its proposed Projects, and
 - (5) The necessary capacity to carry out the security aspects of its proposed Projects,
 - b. Your Applicant has or will have, and will require each Subrecipient to have satisfactory continuing control over the use of Project equipment and facilities,
 - c. Your Applicant will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,
 - d. Your Applicant will ensure, and will require each Subrecipient to ensure, that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - (1) Any elderly individual,
 - (2) Any handicapped individual, as described in 49 CFR part 27,
 - (3) Any individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
 - (4) Any individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
 - e. When carrying out a procurement under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross

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cutting requirements that apply instead, your Applicant will, and will require each Subrecipient to:

- (1) Use competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a), and
 - (2) Not use exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
- f. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, former 49 U.S.C. 5307(c) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 requirements that apply instead:
- (1) For a capital project that will substantially affect a community or the public transportation service of a community, your Applicant:
 - (a) Has provided an adequate opportunity for public review and comment on its Project,
 - (b) After providing notice, has held a public hearing on the project if the project affects significant economic, social, or environmental interests,
 - (c) Has considered the economic, social, and environmental effects of the project, and
 - (d) Has found that the project is consistent with official plans for developing the community,
 - (2) The notice of a hearing your Applicant published:
 - (a) Included a concise description of the proposed project, and
 - (b) Was published in a newspaper of general circulation in the geographic area the project will serve, and
 - (3) Your Applicant's application for a capital grant that will substantially affect a community, or the public transportation service of a community under former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year for a capital project described in paragraph (1) will include the following:
 - (a) A Certification that the applicant has complied with the requirements of 49 U.S.C. 5323(b)(1)(C), as amended by MAP-21, and
 - (b) In the environmental record for the project, evidence that your Applicant has complied with the requirements of 49 U.S.C. 5323(b)(1)(C).
- g. Your Applicant:
- (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead,
 - (2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from approved non-Federal sources except as permitted by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements

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that apply instead, and

- (3) Will provide and, as necessary, will provide the local share funds when needed,
- h. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21,
- i. Your Applicant has or will have, and will require each Subrecipient to have a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation, and
- j. To the extent applicable, as required by the MAP-21 cross-cutting requirement, "Agency Safety Plans," your Applicant will comply with and, as necessary, will require each Subrecipient to comply with its Public Transportation Agency Safety Plan, as required by 49 U.S.C. 5329, as amended by MAP-21.

GROUP 16. SENIORS/ELDERLY/INDIVIDUALS WITH DISABILITIES AND NEW FREEDOM PROGRAMS.

The Certifications in Group 16 are in addition to other Certifications and Assurances listed previously that are required for Seniors/Elderly/Individuals with Disabilities or New Freedom Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certifications in Group 16, on behalf of your Applicant, if your Applicant seeks financing for its:

- *Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Project, financed or to be financed with funds made available or appropriated for 49 U.S.C. 5310, as amended by MAP-21, which among other things authorizes funding for New Freedom Projects and Project Activities,*
- *Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Project financed or to be financed with funds made available or appropriated for former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, or*
- *New Freedom Project financed or to be financed with funds made available or appropriated for former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year.*

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In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

These three programs have or will have funding available during FY 2013. Accordingly, if your Applicant seeks funding made available or authorized by 49 U.S.C. 5310 or former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, you should provide the three subgroups of Certifications in Group 16, on behalf of your Applicant, to assure that FTA can select the type of funding it considers most suitable. Before FTA may provide funding made available or appropriated for any of these Projects, on behalf of your Applicant, you must have selected the Certifications in Group 16 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certifications in Group 16 that does not apply will not be enforced.

A. Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.

You must select the Certification in Group 16.A if your Applicant seeks funding for its Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Project financed with funds made available or appropriated for 49 U.S.C. 5310, as amended by MAP-21.

1. The following Certification for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. 5310, as amended by MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Each of your Applicant's Subrecipients is:
 - (1) A private nonprofit organization, or
 - (2) A State or local governmental authority that:
 - (a) Is approved by a State to coordinate services for seniors and individuals with disabilities; or
 - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide services authorized under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program,
 - b. Your Applicant will comply with the following Project selection and planning requirements:
 - (1) The Projects your Applicant has selected or will select for funding made available or appropriated for 49 U.S.C. 5310, as amended by MAP-21, are included in a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated,

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- (2) That public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (a) Seniors,
 - (b) Individuals with disabilities,
 - (c) Representatives of public, private, and nonprofit transportation providers,
 - (d) Representatives of public, private, and nonprofit human services providers, and
 - (e) Other members of the public; and
 - (3) To the maximum extent feasible, the services funded by 49 U.S.C. 5310, as amended by MAP-21, will be coordinated with transportation services funded by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services,
 - c. As required by 49 U.S.C. 5310(e)(2)(B), as amended by MAP-21, your Applicant certifies that if it allocates funds received under 49 U.S.C. 5310, as amended by MAP-21, to Subrecipients, it will have allocated those funds on a fair and equitable basis,
 - d. Your Applicant will transfer a facility or equipment financed with funding made available or appropriated for a grant under 49 U.S.C. 5310, as amended by MAP-21, to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, as amended by MAP-21, only if:
 - (1) The recipient in possession of the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. 5310, as amended by MAP-21, and
 - e. The requirements of 49 U.S.C. 5307, as amended by MAP-21, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities, authorized by 49 U.S.C. 5310, as amended by MAP-21, and
2. FTA has determined certain requirements of 49 U.S.C. 5307, as amended by MAP-21, to be appropriate for which some require Certifications. Therefore, as specified under 49 U.S.C. 5307(c)(1), as amended by MAP-21, your Applicant certifies that:
- a. Your Applicant has or will have, and will require each Subrecipient to have, the:
 - (1) Legal capacity to carry out its proposed Projects,
 - (2) Financial capacity to carry out its proposed Projects,
 - (3) Technical capacity to carry out its proposed Projects,
 - (4) Necessary capacity to carry out the safety aspects of its proposed Projects, and
 - (5) Necessary capacity to carry out the security aspects of its proposed Projects,
 - b. Your Applicant has or will have, and will require each Subrecipient to have,

satisfactory continuing control over the use of Project equipment and facilities,

- c. Your Applicant will maintain, and will require each Subrecipient to maintain its Project equipment and facilities adequately,
- d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, your Applicant will, and will require each Subrecipient to:
 - (1) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, as amended by MAP-21, and
 - (2) Comply with the third party procurement requirements of 49 U.S.C. 5325, as amended by MAP-21,
- e. Your Applicant:
 - (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share by 49 U.S.C. 5307(d), as amended by MAP-21,
 - (2) Will provide and, as necessary, will require each Subrecipient to provide the local share funds from approved non-Federal sources, except as permitted by 49 U.S.C. 5307(d), as amended by MAP-21, and
 - (3) Will provide and, as necessary, will require each Subrecipient to provide the local share funds when needed,
- f. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with:
 - (1) The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
 - (2) The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21, and
- g. To the extent applicable, your Applicant will comply with, and require its Subrecipients to comply with the requirements for a Public Transportation Agency Safety Plan provided by 49 U.S.C. 5329(d), as amended by MAP-21, to the extent FTA so requires.

B. Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program.

You must select the Certification in Group 16.B if your State Applicant seeks funding for its Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Project financed with funds made available or appropriated for former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

- 1. The following Certification for the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as

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superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:

- a. Each of your State Applicant's Subrecipients is:
 - (1) A private nonprofit organization, if the public transportation service that would undertake public transportation capital projects planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities is:
 - (a) Unavailable,
 - (b) Insufficient, or
 - (c) Inappropriate,
 - (2) A State or local governmental authority that:
 - (a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
 - (b) Certifies that:
 - 1 There are not any nonprofit organizations readily available in the area to provide public transportation capital projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities, and
 - 2 When public transportation is:
 - a Insufficient,
 - b Inappropriate, or
 - c Unavailable,
- b. The Projects your State Applicant has selected or will select for funding made available or appropriated for former 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
 - (1) Locally developed, and
 - (2) Coordinated,
- c. That public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (1) Elderly Individuals,
 - (2) Individuals with disabilities,
 - (3) Representatives of public, private, and nonprofit transportation providers,
 - (4) Representatives of human services providers, and
 - (5) Other members of the public,
- d. To the maximum extent feasible, the services funded will be coordinated with transportation services funded by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services,
- e. If your State Applicant allocates funds received under former 49 U.S.C. 5310 to Subrecipients, your State Applicant will have allocated those funds on a fair and equitable basis,
- f. The Program of Projects your State Applicant has submitted or will submit contains or will contain an assurance that the Program provides for the

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maximum feasible coordination of transportation services funded by former 49 U.S.C. 5310 with transportation services funded by other Government sources, and

- g. Your Applicant will comply with the requirements of former 49 U.S.C. 5307 that FTA determined will apply to the former Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program,
2. The following Certification for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
 - a. Your State Applicant and each of its Subrecipients have or will have the:
 - (1) Legal capacity to carry out its proposed Projects,
 - (2) Financial capacity to carry out its proposed Projects,
 - (3) Technical capacity to carry out its proposed Projects,
 - (4) Necessary capacity to carry out the safety aspects of its proposed Projects, and
 - (5) Necessary capacity to carry out the security aspects of its proposed Projects,
 - b. Your State Applicant and each Subrecipient has or will have satisfactory continuing control over the use of Project equipment and facilities,
 - c. Your State Applicant and each of its Subrecipients will maintain its Project equipment and facilities adequately,
 - d. When carrying out a procurement under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead, your Applicant will, and will require each Subrecipient to, do the following:
 - (1) Use competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - (2) Not use exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
 - (3) As provided by the MAP-21 cross-cutting requirement, "Buy America," comply with 49 U.S.C. 5323(j), as amended by MAP-21,
 - (4) Comply with applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
 - (5) As provided by MAP-21 cross cutting requirement, "Rail Car Procurement," comply with the railcar option restrictions of 49 U.S.C. 5325(e), as amended by MAP-21, and
 - (6) As required by the MAP-21 cross-cutting requirement, "Veterans Preference/Employment," comply with 49 U.S.C. 5325(k), as amended by MAP-21,
 - e. Your State Applicant:
 - (1) Has or will have and, as necessary, will require each Subrecipient to have

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- the amount of funds required for the local share by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead,
- (2) Will provide and, as necessary, will require each Subrecipient to provide the local share funds from approved non-Federal sources except as permitted by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead, and
 - (3) Will provide and, as necessary, will require each Subrecipient to provide the local share funds when needed,
- f. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21, and
 - g. To the extent applicable, as required by the MAP-21 cross-cutting requirement, "Agency Safety Plans," your State Applicant will comply with and, as necessary, will require each Subrecipient to comply with, its Public Transportation Agency Safety Plan, as required by 49 U.S.C. 5329, as amended by MAP-21.

C. New Freedom Program.

You must select the Certification in Group 16.C if your Applicant seeks funding for its New Freedom Project financed with funds made available or appropriated for former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

1. The following Certification for the New Freedom Program is required by former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Your Applicant will make awards of New Freedom funding on a competitive basis after conducting:
 - (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5317, or
 - (2) A statewide solicitation for applications for New Freedom funding in compliance with former 49 U.S.C. 5317,
 - b. Any allocations to Subrecipients of New Freedom funding authorized by former 49 U.S.C. 5317 will be distributed on a fair and equitable basis,
 - c. Your Applicant will comply with the following Project selection and planning requirements:
 - (1) The projects your Applicant has selected or will select for funding made available or appropriated for that program were derived from a public

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transit-human services transportation plan that has been:

(a) Locally developed, and

(b) Coordinated,

(2) That locally developed and coordinated plan was produced through a process that included:

(a) Representatives of public, private, and nonprofit transportation providers,

(b) Representatives of public, private, and nonprofit human services providers, and

(c) Participation by the public,

d. Before your Applicant transfers funds to a project funded by former 49 U.S.C. 5311(c), former 49 U.S.C. 5336, or both:

(1) The funding to be transferred may be made available only to projects eligible for funding made available or appropriated for former 49 U.S.C. 5317, and

(2) The Applicant will have consulted with responsible local officials and publicly owned operators of public transportation in each area for which the amount to be transferred was originally awarded,

e. Your Applicant may transfer funds to another Subrecipient only if it has consulted with responsible local officials and publicly owned operators of public transportation in each area for which the amount originally was awarded, as provided by former 49 U.S.C. 5317, and

f. The requirements of former 49 U.S.C. 5307, as determined by FTA, will apply to the New Freedom Program, authorized by former 49 U.S.C. 5317, and

2. The following Certification for the New Freedom Program is required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

a. Your Applicant has or will have, and will require each Subrecipient to have, the:

(1) Legal capacity to carry out its proposed Projects,

(2) Financial capacity to carry out its proposed Projects,

(3) Technical capacity to carry out its proposed Projects,

(4) Necessary capacity to carry out the safety aspects of its proposed Projects, and

(5) Necessary capacity to carry out the security aspects of its proposed Projects,

b. Your Applicant has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,

c. Your Applicant will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,

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- d. When carrying out a procurement under former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year superseded by MAP-21 cross cutting requirements that apply, your Applicant will, and will require each Subrecipient to do the following:
- (1) Use competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - (2) Not use exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
 - (3) As provided by the MAP-21 cross-cutting requirement, “Buy America,” your Applicant will comply with 49 U.S.C. 5323(j), as amended by MAP-21,
 - (4) Comply with applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
 - (5) As provided by MAP-21 cross cutting requirement, “Rail Car Procurement,” comply with the railcar option restrictions of 49 U.S.C. 5325(e), as amended by MAP-21, and
 - (6) As required by the MAP-21 cross-cutting requirement, “Veterans Preference/Employment,” comply with 49 U.S.C. 5325(k), as amended by MAP-21,
- e. Your Applicant:
- (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share required by former 49 U.S.C. 5317(g) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that may apply instead,
 - (2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from approved non-Federal sources except as permitted by former 49 U.S.C. 5317(g) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead, and
 - (3) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds when needed,
- f. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21, and
- g. To the extent applicable, as required by the MAP-21 cross-cutting requirement, “Agency Safety Plans,” your Applicant will comply with and, as necessary, will require each Subrecipient to comply with, its Public Transportation Agency Safety Plan, as required by 49 U.S.C. 5329, as amended by MAP-21.

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The Certifications and Assurances in Group 17 are in addition to other Certifications and Assurances listed previously that are required for Rural/Other Than Urbanized Areas/Appalachian Development/or Over-the-Road Bus Accessibility Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certifications and Assurances in Group 17, on behalf of your Applicant, if your Applicant seeks financing for its:

- *Formula Grants for Rural Areas Project financed with funding made available or appropriated for 49 U.S.C. 5311(b), as amended by MAP-21, (Separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a Public Transportation on Indian Reservations Project financed with funding made available or appropriated for 49 U.S.C. 5311(c)(1), as amended by MAP-21.)*
- *Formula Grants for Other Than Urbanized Areas Project financed with funding made available or appropriated for former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year,*
 - *Separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for "Tribal Transit" Project financed with funding made available or appropriated for former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year.*
- *Appalachian Development Public Transportation Assistance Project financed with funding made available or appropriated for 49 U.S.C. 5311(c)(2), as amended by MAP-21, or*
- *Over-the-Road Bus Accessibility Project financed with funding made available or appropriated for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note.*

In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

These four programs have or are likely to have funding available during FY 2013. Accordingly, if your Applicant seeks funding made available or authorized by 49 U.S.C. 5311 or former section 3038 of TEA-21, you should provide these Certifications in Group 17, on behalf of your Applicant, to assure that FTA can select the type of funding it considers most suitable.

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Before FTA may provide funding made available or appropriated for any of these Projects, on behalf of your Applicant, you must have selected the Certifications in Group 17 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certifications and Assurances in Group 17 that does not apply will not be enforced.

A. Formula Grants for Rural Areas Program.

You must select the Certification in Group 17.A if your Applicant seeks funding for its Formula Grants for Rural Areas Project financed with funds made available or appropriated for 49 U.S.C. 5311(b), as amended by MAP-21.

The following Certification applies to each State or State organization serving as your Applicant for funding made available or appropriated for the Rural Areas Formula Project authorized by 49 U.S.C. 5311(b), as amended by MAP-21. On behalf of your Applicant, you certify and assure that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects,
 - c. Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and
 - e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant's Project equipment and facilities will be adequately maintained,
4. Your Applicant's program has provided for a fair distribution of Federal funding made available or appropriated for 49 U.S.C. 5311(b), as amended by MAP-21 within the State, including Indian reservations,
5. Your Applicant's program provides or will provide the maximum feasible coordination of public transportation service funded by 49 U.S.C. 5311(b), as amended by MAP-21, with transportation service funded by other Federal sources,
6. Your Applicant's Projects in its Formula Grants for Rural Areas Program are included in:
 - a. The Statewide Transportation Improvement Program, and
 - b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. Your Applicant has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g), as amended by MAP-21, and
 - a. Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - b. Will provide the local share funds when needed,

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8. Your Applicant may transfer a facility or equipment acquired using a grant under 49 U.S.C. 5311(b) to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The recipient in possession of the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. 5311, as amended by MAP-21, and
9. Each fiscal year:
 - a. Your Applicant will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State, with eligible activities, including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus facilities,
 - (3) Joint-use facilities,
 - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
 - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
 - b. Your Applicant will provide to the Federal Transit Administrator a Certification of the Governor of the State that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
 - (2) The State's intercity bus service needs are being met adequately.

B. Formula Grants for Other Than Urbanized Areas Program.

You must select the Certification in Group 17.B if your Applicant seeks funding for its Formula Grant for Other Than Urbanized Areas Project financed with funds made available or appropriated for former 49 U.S.C. 5311(b), in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

The following Certification applies to each State or State organization serving as your Applicant for funding made available or appropriated for the Formula Grants for Other Than Urbanized Areas Project authorized by 49 U.S.C. 5311(b)(2) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. On behalf of your Applicant, you certify and assure that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects,
 - c. Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and

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- e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant's Project equipment and facilities will be adequately maintained,
4. Your Applicant's program has provided for a fair distribution of Federal funding made available or appropriated for 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year, within the State, including Indian reservations,
5. Your Applicant's program provides or will provide the maximum feasible coordination of public transportation service funded by former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year, with transportation service funded by other Federal sources,
6. Your Applicant's Projects in its Formula Grants for Rural Areas Program are included in:
 - a. The Statewide Transportation Improvement Program, and
 - b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. Your Applicant has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g) in effect in FY 2012 or a previous fiscal year, and:
 - a. Will provide the local share funds from approved non-Federal sources except as permitted by Federal law,
 - b. Will provide the local share funds when needed,
8. Your Applicant may transfer a facility or equipment acquired using a grant under 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient in possession of the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. 5311 in effect in FY 2012, and
9. Each fiscal year:
 - a. Your Applicant will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State with eligible activities, including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus shelters,
 - (3) Joint-use stops and depots,
 - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
 - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
 - b. Your Applicant will provide to the Federal Transit Administrator a Certification of the Chief Executive Officer of the State that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and

(2) The State's intercity bus service needs are being met adequately.

C. Appalachian Development Public Transportation Assistance Program.

You must select the Certification in Group 17.C if your Applicant seeks funding for Appalachian Development Public Transportation Assistance Project financed with funds made available or appropriated for former 49 U.S.C. 5311(c)(2), as amended by MAP-21.

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances your Applicant must provide, if your Applicant is unable to use its funding made available or appropriated for this program for public transportation purposes, your Applicant may use the funding for a highway provided that it provides notice and an opportunity for comment and appeal to affected public transportation providers and the Applicant in approving the use determines that local transit needs are being addressed, as required by 49 U.S.C. 5311(c)(2)(D), as amended by MAP-21.

D. Over-the-Road Bus Accessibility Program.

You must select the Assurance in Group 17.D if your Applicant seeks funding for its Over-the-Road Bus Accessibility Project financed with funds made available or appropriated for repealed section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

The Applicant assures that it will comply with all applicable Federal statutes and regulations, and follow applicable Federal guidance in carrying out any Over-the-Road Bus Accessibility Project supported by the FTA grant. The Applicant acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project with FTA. The Applicant understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and affect the implementation of the project.

The Applicant assures that the Federal requirements for the Over-the-Road Bus Accessibility Program during FY 2012 will apply to the project, unless FTA issues a written determination otherwise. Certifications and Assurances for funding to be awarded under this program in FY 2013 are included in these FTA Certifications and Assurances for FY 2013. Each Applicant must submit Group 01 ("Required Certifications and Assurances for Each Applicant"). Each Applicant seeking more than \$100,000 in Federal funding must provide both Group 01, and Group 02, ("Lobbying").

GROUP 18. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS AND “TRIBAL TRANSIT” PROGRAMS.

The Certifications in Group 18 are in addition to other Certifications and Assurances listed previously that are required for Public Transportation on Indian Reservations Program funding or “Tribal Transit” Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant’s Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certifications in Group 18, on behalf of your Applicant, if your Applicant seeks financing for its:

- *Formula or discretionary Public Transportation on Indian Reservations Project financed with funding made available or appropriated for 49 U.S.C. 5311(c)(1), as amended by MAP-21, or*
- *Discretionary “Tribal Transit” Project financed with funding made available or appropriated for former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year.*

In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

Before FTA may provide funding made available or appropriated for any of these Projects, on behalf of your Applicant, you must have selected the Certifications in Group 18 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certifications in Group 18 that does not apply will not be enforced.

A. Public Transportation on Indian Reservations Program.

You must select the Certification in Group 18.A if your Applicant seek funding for its Public Transportation on Indian Reservations Project financed with funds made available or appropriated for 49 U.S.C. 5311(c)(1), as amended by MAP-21.

FTA has established terms and conditions for direct Public Transportation on Indian Reservations Program grants financed with funding made available or appropriated for 49 U.S.C. 5311(c)(1), as amended by MAP-21. On behalf of your Applicant, you certify and assure that:

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1. Your Applicant has or will have the necessary legal, financial, and managerial capability to:
 - a. Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and
 - b. Carry out each Project, including the:
 - (1) Safety aspects of its proposed Projects, and
 - (2) Security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant's Project equipment and facilities will be adequately maintained,
4. Your Applicant's Project will achieve maximum feasible coordination with transportation service funded by other Federal sources,
5. Your Applicant will:
 - a. Have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically 49 CFR 18.36, or
 - b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations, and
6. Your Applicant will comply with the Certifications, Assurances, and Agreements in:
 - a. Group 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Group 05.B (Bus Testing),
 - c. Group 06 (Demand Responsive Service),
 - d. Group 07 (Intelligent Transportation Systems), and
 - e. Group 10 (Alcohol and Controlled Substances Testing).

B. "Tribal Transit" Program.

You must select the Certification in Group 18.B if your Applicant seeks funding for its "Tribal Transit" Project financed with funds made available or appropriated for former 49 U.S.C. 5311(c)(1), in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

FTA has established terms and conditions for direct "Tribal Transit" Program grants financed with funding made available or appropriated for former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year, except as superseded as MAP-21 cross-cutting requirements that apply instead. On behalf of your Applicant you certify that:

1. Your Applicant has or will have the necessary legal, financial, and managerial capability to:
 - a. Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and
 - b. Carry out each Project, including the:

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- (1) Safety aspects of its proposed Projects, and
- (2) Security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant's Project equipment and facilities will be adequately maintained,
4. Your Applicant's Project will achieve maximum feasible coordination with transportation service funded by other Federal sources,
5. Your Applicant will:
 - a. Have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically 49 CFR 18.36, or
 - b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations, and
6. Your Applicant will comply with the Certifications, Assurances, and Agreements in:
 - a. Group 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Group 05.B (Bus Testing),
 - c. Group 06 (Demand Responsive Service),
 - d. Group 07 (Intelligent Transportation Systems), and
 - e. Group 10 (Alcohol and Controlled Substances Testing).

GROUP 19. LOW OR NO EMISSION/CLEAN FUELS GRANT PROGRAM

The Certifications in Group 19 are in addition to other Certifications and Assurances listed previously that are required for Low or No Emission Vehicle Deployment Program funding or Clean Fuels Grant Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certifications in Group 19, on behalf of your Applicant, if your Applicant seeks financing for its:

- *Discretionary Low or No Emission Vehicle Deployment Project financed with funding made available or appropriated for 49 U.S.C. 5312(d)(5), as amended by MAP-21, or*
- *Discretionary Clean Fuels Grant Program Project financed with funding made available or appropriated for former 49 U.S.C. 5308 in effect in FY 2012 or a*

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previous fiscal year.

In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

Before FTA may provide funding made available or appropriated for any of these Projects, on behalf of your Applicant, you must have selected the Certifications in Group 19 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certifications in Group 19 that does not apply will not be enforced.

A. Low or No Emission Vehicle Deployment.

You must select the Certification in Group 19.A, if your Applicant seeks funding for its Low or No Emission Vehicle Development Project financed with funds made available or appropriated for 49 U.S.C. 5312(d)(5), as amended by MAP-21.

The following Certification for Low or No Emission Vehicle Deployment Program funding made available or appropriated for MAP-21 is required by 49 U.S.C. 5312(d)(5)(C) and by 49 U.S.C. 5307(c)(1), as amended by MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects,
 - c. Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and
 - e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant will maintain its Project equipment and facilities adequately,
4. Your Applicant will ensure that, during non-peak hours, for transportation using or involving a facility or equipment funded for its Project, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability), and cannot use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
 - c. Any individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or

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- d. Any individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under this Program, your Applicant will comply with the:
 - a. General provisions for FTA programs of 49 U.S.C. 5323, and
 - b. Third party procurement requirements of 49 U.S.C. 5325,
6. Your Applicant:
 - a. Has informed or will inform the public of the amounts of its funding available under this Program,
 - b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
 - d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
 - e. Has assured or will assure that the proposed Program of Projects provide for coordination of transportation services with federally funded transportation services supported by United States Government sources other than U.S. DOT,
 - f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - g. Has made or will make the final list of Projects available to the public,
7. Your Applicant:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from approved non-Federal sources, except if otherwise authorized by law, and
 - c. Will provide the local share funds when needed,
8. Your Applicant will comply with:
 - a. The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
 - b. The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21,
9. Your Applicant has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation, and
10. Your Applicant will comply with its Public Transportation Agency Safety Plan as required by 49 U.S.C. 5329, as amended by MAP-21.

B. Clean Fuels Grant Program.

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You must select the Certification in Group 19.B if your Applicant seeks funding for its Clean Fuels Grant Project financed with funds made available or appropriated for former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

The following Certification for Clean Fuels Grant Program funding made available or appropriated for former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year is required by former 49 U.S.C. 5308(d)(1) and former 49 U.S.C. 5307(d)(1), except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed projects,
 - b. Financial capacity to carry out its proposed projects,
 - c. Technical capacity to carry out its proposed projects,
 - d. Safety aspects of its proposed projects, and
 - e. Security aspects of its proposed projects,
2. Your Applicant has or will have satisfactory continuing control over the use of project equipment and facilities,
3. Your Applicant will maintain the project equipment and facilities adequately,
4. Your Applicant will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under former 49 U.S.C. 5308:
 - a. Elderly individuals,
 - b. Individuals with disabilities, or
 - c. Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead:
 - a. Your Applicant will use competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - b. Your Applicant will not use exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
 - c. As provided by the MAP-21 cross-cutting requirement, "Buy America," your Applicant will comply with 49 U.S.C. 5323(j), as amended by MAP-21,
 - d. Your Applicant will comply with applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
 - e. As provided by MAP-21 cross cutting requirement, "Rail Car Procurement," your Applicant will comply with the railcar option restrictions of 49 U.S.C. 5325(e), as amended by MAP-21, and

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- f. As required by the MAP-21 cross-cutting requirement, “Veterans Preference/Employment,” your Applicant will comply with 49 U.S.C. 5325(k), as amended by MAP-21,
6. Your Applicant has complied with or will comply with former 49 U.S.C. 5307(c) because it:
 - a. Has informed or will inform the public of the amounts of its Clean Fuels Grant Program funds available under 49 U.S.C. 5308, and the projects it proposes to undertake,
 - b. Has developed or will develop, in consultation with interested parties, including private transportation providers, the projects proposed to be funded,
 - c. Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
 - d. Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
 - e. Has assured or will assure that the proposed Program of Projects provide for coordination of transportation services with federally funded transportation services supported by United States Government sources other than U.S. DOT,
 - f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
 - g. Has made or will make the final list of projects available to the public,
7. Your Applicant:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - c. Will provide the local share funds when needed,
8. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21
9. Your Applicant has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation, and
10. Consistent with the MAP-21 cross-cutting requirement, “Safety,” your Applicant will comply with its Public Transportation Agency Safety Plan requirements of 49 U.S.C. 5329, as amended by MAP-21.

GROUP 20. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

The Certification in Group 20 is in addition to other Certifications and Assurances listed previously that are required for Paul S. Sarbanes Transit in Parks Program funding,

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former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certification in Group 20, on behalf of your Applicant, if your Applicant seeks financing for its Paul S. Sarbanes Transit in Parks Project financed with funds made available or appropriated for former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year.

Before FTA may provide funding made available or appropriated for your Project, on behalf of your Applicant, you must have selected the Certification in Group 20 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks.

1. The following Certification for the Paul S. Sarbanes Transit in Parks Program (Parks Program) is required by former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Your Applicant will consult with the appropriate Federal land management agency during the planning process, and
 - b. The requirements of former 49 U.S.C. 5307, as determined by FTA, will apply to the Parks Program, authorized by former 49 U.S.C. 5320, and
2. FTA has determined certain requirements of former 49 U.S.C. 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore as specified under former 49 U.S.C. 5307(d)(1), except as superseded by MAP-21 cross-cutting requirements, you certify that:
 - a. Your Applicant has or will have the:
 - (1) Legal capacity to carry out its proposed projects,
 - (2) Financial capacity to carry out its proposed projects,
 - (3) Technical capacity to carry out its proposed projects,
 - (4) Safety aspects of its proposed projects, and
 - (5) Security aspects of its proposed projects,
 - b. Your Applicant has or will have satisfactory continuing control over the use of project equipment and facilities,

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- c. Your Applicant will maintain the project equipment and facilities adequately,
- d. When carrying out a procurement under former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead:
 - (1) Your Applicant will use competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - (2) Your Applicant will not use exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
 - (3) As provided by the MAP-21 cross-cutting requirement, “Buy America,” your Applicant will comply with 49 U.S.C. 5323(j), as amended by MAP-21,
 - (4) Your Applicant will comply with applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
 - (5) As provided by MAP-21 cross cutting requirement, “Rail Car Procurement,” comply with the railcar option restrictions of 49 U.S.C. 5325(e), as amended by MAP-21, and
 - (6) As required by the MAP-21 cross-cutting requirement, “Veterans Preference/Employment,” your Applicant will comply with 49 U.S.C. 5325(k), as amended by MAP-21,
- e. Your Applicant has complied or will comply with the requirements of former 49 U.S.C. 5307(c). Specifically, your Applicant:
 - (1) Has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. 5320, and the projects it proposes to undertake,
 - (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, projects to be financed,
 - (3) Has published or will publish a list of proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant,
 - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
 - (5) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
 - (6) Has made or will make the final list of projects available to the public,
- f. Your Applicant:
 - (1) Has or will have the amount of funds required for the local share,
 - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - (3) Will provide the local share funds when needed,
- g. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21, and

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- h. Your Applicant has a locally developed process to solicit and consider public comment before:
- (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.

GROUP 21. STATE SAFETY OVERSIGHT GRANT PROGRAM.

The Assurance in Group 21 is in addition to other Certifications and Assurances required for State Safety Oversight Grant Program funding.

At the time the FY 2013 Certifications and Assurances for various FTA programs were issued, the Certification and Assurance requirements for the State Safety Oversight Grant Program, authorized under 49 U.S.C. 5329(e)(6), as amended by MAP-21, were not formally established.

In the interim, however, please select the Assurance for Group 21 if you are applying, on behalf of your Applicant, for funding for a State Safety Oversight Project.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, before FTA provides funding made available or appropriated for a State Safety Oversight Project, on behalf of your Applicant you should select the Assurance in Group 21 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Assurance in Group 21 that does not apply will not be enforced.

On behalf of your Applicant, you assure that your Applicant will comply with the requirements of those Certifications and Assurances FTA determines will apply to an Applicant for funding made available or appropriated for the State Safety Oversight Program, as required by 49 U.S.C. 5329(e)(6), as amended by MAP-21.

GROUP 22. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

The Assurance in Group 22 is in addition to other Certifications and Assurances listed previously required for Public Transportation Emergency Relief Program funding.

At the time the FY 2013 Certifications and Assurances for various FTA programs were issued, the Certification and Assurance requirements for the Public Transportation

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Emergency Relief Program, authorized under 49 U.S.C. 5324, as amended by MAP-21, were not formally established.

In the interim, however, please select the Assurance for Group 22 if you apply, on behalf of your Applicant, for funding for a Public Transportation Emergency Relief Project.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, before FTA provides funding made available or appropriated for a Public Transportation Emergency Relief Project, on behalf of your Applicant you should selected the Assurance in Group 22 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Assurance in Group 22 that does not apply will not be enforced.

As required by 49 U.S.C. 5324(d)(1), as amended by MAP-21, on behalf of your Applicant, you assure that your Applicant will comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for funding made available or appropriated for the Public Transportation Emergency Relief Program.

GROUP 23. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

The Certification in Group 23 is in addition to other Certifications and Assurances listed previously that are required for funding under the Expedited Project Delivery Pilot Program.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

If you apply on behalf of your Applicant for funds made available or appropriated for the Expedited Project Delivery Pilot Program authorized by section 20008(b) of MAP-21, you must select the Certification in Group 23.

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Before FTA may provide funding made available or appropriated for your Applicant's Project, on behalf of your Applicant, you must have selected the Certification in Group 23 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certification in Group 23 that does not apply will not be enforced.

On behalf of your Applicant, you certify that, in addition to other Certifications and Assurances required in connection with its application for funding, your Applicant's existing public transportation system is in a state of good repair, as required by section 20008(b)(5)(D) of MAP-21.

GROUP 24. INFRASTRUCTURE FINANCE PROGRAMS.

The Certification in Group 24 are in addition to other Certifications and Assurances listed previously that are required for Infrastructure Finance Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certifications in Group 24, on behalf of your Applicant, if your Applicant seeks financing for its:

- *TIFIA Project financed with funds made available or appropriated for 23 U.S.C. 601 – 609, as amended by MAP-21, or previous legislation authorizing funding for TIFIA Projects, or*
- *Deposits to its State Infrastructure Bank.*

In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

Before FTA may provide funding made available or appropriated for your Applicant's Projects, on behalf of your Applicant, you must have selected the Certifications and Assurances in Group 24 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certifications and Assurances in Group 24 that does not apply will not be enforced.

A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

The Certifications and Assurances apply to requests for Transportation Infrastructure

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Finance and Innovation Act (TIFIA) credit assistance, whether derived from appropriations for MAP-21 or appropriations in effect in FY 2012 or a previous fiscal year. If you apply on behalf of your Applicant for TIFIA credit assistance authorized by 23 U.S.C. 601 – 609, you must select the Certifications and Assurances in Group 24.A.

On behalf of your Applicant, you certify and assure that as required by 49 U.S.C. 5323(o), as amended by MAP-21, your Applicant certifies that Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA support or financing under 23 U.S.C. 601 – 609, as amended by MAP-21.

1. To comply with 49 U.S.C. 5307, specifically 49 U.S.C. 5307(d)(1), on behalf of your Applicant, you certify that:
 - a. Your Applicant has or will have the:
 - (1) Legal capacity to carry out its proposed Projects,
 - (2) Financial capacity to carry out its proposed Projects,
 - (3) Technical capacity to carry out its proposed Projects,
 - (4) Necessary capacity to carry out the safety aspects of its proposed Projects, and
 - (5) Necessary capacity to carry out the security aspects of its proposed Projects,
 - b. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
 - c. Your Applicant will maintain its Project equipment and facilities adequately,
 - d. Your Applicant will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a TIFIA-financed Project, a fare that is not more than fifty (50) percent of the peak hour fare will be charged to the following individuals:
 - (1) A senior,
 - (2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) An individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
 - (4) An individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
 - e. When carrying out a TIFIA-funded procurement, your Applicant will comply with:
 - (1) 49 U.S.C. 5323, and
 - (2) 49 U.S.C. 5325,

FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- f. Your Applicant has complied with or will comply with 49 U.S.C. 5307(b), as amended by MAP-21, because it:
 - (1) Has made or will make available to the public information on amounts of its TIFIA funding request(s),
 - (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - (3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
 - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
 - (5) Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by U.S. DOT under TIFIA with federally funded transportation services supported by United States Government sources other than U.S. DOT,
 - (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - (7) Has made or will make the final Program of Projects available to the public,
 - g. Your Applicant:
 - (1) Has or will have at least (twenty) 20 percent of the TIFIA net project costs required for the local share,
 - (2) Will provide the local share funds from approved non-Federal sources, and
 - (3) Will provide the local share funds when needed,
 - h. Your Applicant will comply with:
 - (1) The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
 - (2) The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21,
 - i. Your Applicant has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation, and
 - j. Your Applicant will comply with the 49 U.S.C. 5329(d) requirements for a Public Transportation Agency Safety Plan, and
2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, your Applicant agrees that it will not seek reimbursement for interest and other financing costs incurred in connection with its Project that must be in compliance with those requirements unless:

FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

- a. It is eligible to receive Federal funding for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. To comply with the requirements of 49 U.S.C. 5337(a)(4), your Applicant agrees that it will adopt a transit asset management plan that complies with 49 U.S.C. 5326(d).

B. State Infrastructure Banks (SIB) Program.

The Certifications and Assurances apply to requests for State Infrastructure Bank (SIB) funding, whether derived from appropriations for MAP-21 or appropriations for Fiscal Year 2012 or a previous fiscal year. If you apply on behalf of your State Applicant for funding to deposit in its SIB, we request that you select the Certifications and Assurances in Group 24.B.

On behalf of the State organization serving as your Applicant for funding for its State Infrastructure Bank (SIB) Program, you certify and assure that:

1. Your Applicant will comply with the following applicable Federal laws establishing the various SIB programs since 1995:
 - a. 23 U.S.C. 610, as amended by MAP-21,
 - b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or
 - d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181,
2. Your Applicant will comply with or follow the Cooperative Agreement establishing the State's SIB program between:
 - a. Your Applicant and FHWA, FRA, and FTA, or
 - b. Your Applicant and FHWA and FTA,
3. Your Applicant will comply with or follow the Grant Agreement that provides FTA funding for the SIB and is between your Applicant and FTA including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
 - a. 23 U.S.C. 610, as amended by MAP-21,
 - b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note,
 - d. Federal guidance pertaining to the SIB Program,
 - e. The Cooperative Agreement establishing the State's SIB Program, or
 - f. The FTA Grant Agreement,
4. As required by 49 U.S.C. 5323(o), Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, as amended by MAP-21, apply to any

FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

Project under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. 610 (or any support from 23 U.S.C. 601 – 609),

5. As required by 49 U.S.C. 5323(o) and 49 U.S.C. 5307(d)(1):
 - a. Your Applicant has or will have the:
 - (1) Legal capacity to carry out its proposed Projects,
 - (2) Financial capacity to carry out its proposed Projects,
 - (3) Technical capacity to carry out its proposed Projects,
 - (4) Necessary capacity to carry out the safety aspects of its proposed Projects, and
 - (5) Necessary capacity to carry out the security aspects of its proposed Projects,
 - b. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
 - c. Your Applicant will maintain its Project equipment and facilities adequately,
 - d. Your Applicant will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a SIB-financed Project, a fare that is not more than fifty (50) percent of the peak hour fare will be charged to the following individuals:
 - (1) A senior,
 - (2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) An individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
 - (4) An individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
 - e. When carrying out a procurement under a SIB-financed Project, your Applicant will comply with the:
 - (1) General provisions for FTA programs of 49 U.S.C. 5323, and
 - (2) Third party procurement requirements of 49 U.S.C. 5325,
 - f. Your Applicant has complied with or will comply with 49 U.S.C. 5307(b), as amended by MAP-21, because it:
 - (1) Has made or will make available to the public information on amounts of its funding requested under the SIB program,
 - (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - (3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the

FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

proposed Program of Projects and its performance as an Applicant or Recipient,

- (4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
- (5) Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by U.S. DOT under 49 U.S.C. 5336 and the SIB Program with federally funded transportation services supported by United States Government sources other than U.S. DOT,
- (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
- (7) Has made or will make the final Program of Projects available to the public,

g. Your Applicant:

- (1) Has or will have the amount of funds required for the local share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
- (2) Will provide the local share funds from approved non-Federal sources, and
- (3) Will provide the local share funds when needed,

h. Your Applicant will comply with the:

- (1) The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
- (2) The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21,

i. Your Applicant has a locally developed process to solicit and consider public comment before:

- (1) Raising a fare, or
- (2) Implementing a major reduction of public transportation, and

j. As required by 49 U.S.C. 5307(c)(1)(L), it will comply with the 49 U.S.C. 5329(d) requirements for a Public Transportation Agency Safety Plan, and

2. As required by 49 U.S.C. chapter 53, your Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with its Project unless:

- a. It is eligible to receive Federal funding for those expenses, and
- b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

3. To comply with the requirements of 49 U.S.C. 5337(a)(4), your Applicant agrees that it will adopt a transit asset management plan that complies with 49 U.S.C. 5326(d).

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<u>Group</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Private Sector Protections.	_____
04.	Procurement and Procurement System.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Finance Costs and Leasing Costs.	_____
09.	Transit Asset Management and Agency Safety Plans.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	_____
12.	State of Good Repair Program.	_____
13.	Fixed Guideway Modernization Grant Program.	_____
14.	Bus/Bus Facilities Programs.	_____
15.	Urbanized Area Formula Programs and Job Access and Reverse Commute (JARC) Program.	_____
16.	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.	_____
17.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
18.	Public Transportation on Indian Reservations and “Tribal Transit Programs.	_____
19.	Low or No Emission/Clean Fuels Grant Programs.	_____
20.	Paul S Sarbanes Transit in Parks Program.	_____
21.	State Safety Oversight Program.	_____
22.	Public Transportation Emergency Relief Program.	_____
23.	Expedited Project Delivery Pilot Program.	_____
24.	Infrastructure Finance Programs.	_____

FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2013 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE (Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these Certifications and Assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its authorized representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2013, irrespective of whether the individual that acted on its Applicant's behalf continues to represent the Applicant.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply, as provided, to each Project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2013.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____

Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on the Applicant.

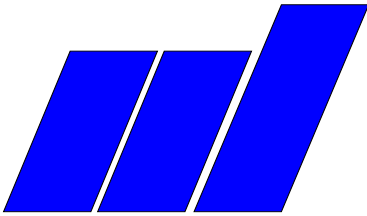
I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature _____ Date: _____

Name _____

Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.



CITY OF MCALLEN

TRANSIT DEPARTMENT

MEMORANDUM

TO: Mike R. Perez, City Manager

FROM: Elizabeth Suarez, Transit Director *ES*

DATE: March 5, 2013

SUBJECT: FY 2012-2013 TXDOT Allocation Funding Split

- **Goal** – To obtain funding available to offset operating expenses for the Metro McAllen Transit System.
- **Background** – **\$483,268 in TXDOT** funding has been awarded to Hidalgo County for public transit operations for fiscal year 2012-2013. LRGVDC is the recipient of funds for our transit district. On 12/10/12 the Transit Department requested approval of an Interlocal Agreement with the LRGVDC for splitting the funds evenly as had been done historically. The LRGVDC did not concur with this split. They are requesting 70% of the funds leaving the City with 30% of the funds. In an effort to promote regionalization, the Transit Department is willing to concede to the request made by the LRGVDC. The LRGVDC will be able to use the additional 20% of State funds as local match for federal programs. In return, the City of McAllen is requesting to maximize the total available FTA operating funds. The maximum allowable FTA 5307 funds to be used for operating by the City of McAllen in FY 2013 is \$1,379,285. This will help the City offset the decrease in State funding and allow the LRGVDC to have additional local match.
- **Options**
 - › **Option 1** – Execute a contract as per the request of the LRGVDC and divide the funds at a 70/30 split, with the City receiving 30% of the funds or \$144,980.00.
 - › **Option 2** – Disapprove the division of funds as recommended and explore other options.
- **Recommendation** – The Transit Department is recommending approval of the funding split as recommended by the LRGVDC in order to promote regionalization, coupled with the fact that the Transit Department will now be eligible to use Federal Transit Administration funds to offset operating costs.

**STATE/LOCAL GRANT AGREEMENT
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
CITY OF MCALLEN**

**THE STATE OF TEXAS
THE COUNTY OF HIDALGO**

THIS GRANT AGREEMENT is made by and between the Lower Rio Grande Valley Development Council acting through the State of Texas, hereinafter called the “**LRGVDC**” and the City of McAllen, hereinafter called the “**SUBRECIPIENT.**”

W I T N E S S E T H

WHEREAS, 49 U.S.C. §5307, authorizes the U.S. Secretary of Transportation to make grants to state governments to assist in financing capital projects that will benefit the country’s transit systems; and,

WHEREAS, the Governor of the State of Texas has designated the LRGVDC to receive State funds under the Section 5307 program; and,

WHEREAS, *Transportation Code* Chapter 455, authorizes the LRGVDC to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under *Transportation Code* Chapter 456; and,

WHEREAS, the LRGVDC submitted an application under Section 5307 for federal financial assistance to be used to finance a mass transportation project; and,

WHEREAS, The Executive Director of the Lower Rio Grande Valley Development Council has approved the Subrecipient’s request for financial assistance through state funds allocated to the LRGVDC under the section 5307 program;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the LRGVDC and Subrecipient hereto agree as follows.

AGREEMENT

ARTICLE 1. GRANT PERIOD

This grant agreement becomes effective when fully executed by both parties or on March 1, 2013, whichever is later. This grant agreement shall terminate on **August 31, 2013**, unless terminated or otherwise modified as hereinafter provided.

ARTICLE 2. PROJECT DESCRIPTION

The Subrecipient shall commence, carry out and complete the public transportation project, the approved Project Description, with all practicable dispatch, in a sound, economical and efficient manner. The Subrecipient shall carry out the public transportation project described in the Approved Project Description in accordance with the provisions of this grant agreement, federal and state law, and federal and state regulations as hereinafter referenced, including but not limited to: 49 U.S.C. §5307 and Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR Part 18).

ARTICLE 3. COMPENSATION

- A. The maximum amount payable under this grant agreement without modification for operating and capital projects, provided that expenditures are made in accordance with the amounts and for the purposes authorized in Attachment A, Approved Project Description, is stated in Attachment B, Program Budget.
- B. The LRGVDC's reimbursement to the Subrecipient is contingent upon the availability of appropriated funds. LRGVDC shall have no liability for any claim submitted by the Subrecipient or its subcontractors, vendors, manufacturers or suppliers if sufficient federal or state funds are not available to pay the Subrecipient's claims.
- C. To be eligible for reimbursement under this grant agreement, a cost must be incurred within the grant agreement period specified in Article 1, Grant period, and be authorized in Attachment A, Approved Project Description.
- D. Reimbursement of costs incurred under this grant agreement is further governed by cost principles outlined in applicable Federal Office of Management and Budget (OMB) publications as follows:

OMB Circular A-21, Cost Principles for Educational Institutions
OMB Circular A-87, Cost Principles for State and Local Governments
OMB Circular A-122, Cost Principles for Nonprofit Organizations
- E. Costs claimed by the Subrecipient shall be actual net costs, that is, the price paid minus any refunds, rebates or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred.
- F. The Subrecipient may submit requests for reimbursement to the LRGVDC no more frequently than monthly using invoice statements acceptable to the LRGVDC. Requests for reimbursement must be furnished to the State within forty-five (45) days of the end of the month during which the costs were incurred. Additional documentation to support any cost incurred during the billing period may be required at the discretion of the LRGVDC. As a minimum, each billing must be accompanied by a summary by budget line item which indicates the total amount authorized for each line item, previous expenditures, current period expenditures and the balance remaining in the line item.
- G. The original and on copy of the invoice is to be submitted to the following address:

Lower Rio Grande Valley Development Council

**ATTN: Finance Department
301 W. Railroad St.
Weslaco, Texas 78596**

- H. The LRGVDC will make payment within thirty (30) days of the receipt of properly prepared requests for reimbursement, and reimbursement of expenditures from the state.
- I. The Subrecipient will submit a final billing within forty-five (45) days of the completion or termination of the grant agreement in accordance with Article 1, Grant Period.
- J. The Subrecipient shall pay all subcontractors for work performed within 10 days after the Subrecipient receives payment for the work performed by the subcontractor. The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all Subrecipient agreements. Failure to comply with any of the above requirements may cause withholding of payments to the Subrecipients.

ARTICLE 4. AMENDMENTS

Except as noted below, changes in the scope, objectives, cost or duration of the project authorized herein shall be enacted by written amendment approved by the parties hereto before additional work may be performed or additional costs incurred. Any amendment so approved must be executed by both parties within the grant period specified in Article 1, Grant Period.

ARTICLE 5. SUBCONTRACTS

The Subrecipient shall not enter into any subcontract with any individuals or organization for the purchase of equipment and/or services without prior authorization and consent to the purchase agreement by the State. Any subcontractors for professional services rendered by individuals or organizations not a part of the Subrecipient's organization shall not be executed without prior authorization and approval of the subcontract by the State and the LRGVDC. Subcontracts in excess of \$25,000 shall contain all required provisions of the Contract. No subcontract will relieve the Subrecipient of the responsibility under this Contract.

ARTICLE 6. RETENTION OF RECORDS

- A. The Subrecipient agrees to maintain all documents, reports, papers, accounting records, and other evidence pertaining to costs incurred under this agreement (the Records) at its office during the grant period and for four (4) years from the date of final payment under the grant. Such Records shall be made available during the specified period for inspection by the State, the U.S. Department of Transportation, and the Office of the Inspector General, LRGVDC, and any of their authorized representatives for the purpose of making audits, examinations, excerpts, and transcriptions.
- B. Records for nonexpendable property acquired with Federal or State funds shall be retained for four (4) years after final disposition of the property.
- C. If any litigation, claim, or audit is started before the expiration of the four year retention period, the Records shall be retained until all litigation, claims, or audit findings involving the Records have been resolved.
- D. When Records are transferred to or maintained by the federal, state, LRGVDC, or sponsoring agency, the four years retention requirement is not applicable to the Subrecipient.
- E. The Subrecipient further agrees to include these provisions in each subcontract.

ARTICLE 7. SINGLE AUDIT REQUIREMENTS

Subrecipient audit procedures shall meet or exceed the single audit requirements outlined in Office of Management and Budget (OMB) publications as follows:

- Audits of States, Local Governments, and Non-Profit Organizations **OMB Circular A-133**

ARTICLE 8. FINANCIAL MANAGEMENT SYSTEM

The Subrecipient's financial management system shall meet or exceed the requirements of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (49 CFR Part 18.20) and/or Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (49 CFR Part 19.21). Those requirements include, but are not limited to:

- A. Accurate, current, and complete disclosure of the financial results of each grant program in accordance with LRGVDC, State, and Federal reporting requirements.
- B. Records which adequately identify the source and application of funds for grant supported activities. These records shall contain information pertaining to grant awards and authorization, obligations, commitments, assets, liabilities, outlays and income.
- C. Effective control over and accountability for all funds, property and other assets. The Subrecipient shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- D. Comparison of actual with budgeted amounts for each grant agreement, and relation of financial information to performance or productivity data, including the production of unit cost information, whenever appropriate and required by the State.
- E. Procedures for determining the eligibility for reimbursement and proper allocation of costs.
- F. Accounting records which are supported by source documentation.
- G. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

ARTICLE 9. PROCUREMENT STANDARDS

Subrecipient procurement standards shall meet or exceed the requirements of the "Uniform" Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (49 CFR Part 18.36) and/or "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" (49 CFR 19.40-19.48), and FTA Circular FTA C 4220.1D, including standards for competitive procurements; methods of procurement; contracting with small and minority firms, women's business enterprise and labor surplus area firms; contract cost and price; awarding agency review; insurance and bonding. The Subrecipient's procurement system must include but not be limited to the following procurement standards:

- A. Procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in this section.
- B. A contract administration system which ensures that Subrecipients perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. A written code of standards of conduct governing the performance of employees engaged in the award and administration of contracts. No employee, officer, or agency of the Subrecipient shall participate in selection or in the award or administration of a contract supported by LRGVDC, State of Federal funds if a conflict of interest, real or apparent, would be involved.

- D. A process for review of proposed procurements to avoid purchase of unnecessary or duplicative items.
- E. Use of state and local intergovernmental agreements for procurement or use of common goods and services to foster greater economy and efficiency.
- F. Use of value engineering clauses in contracts for construction projects.
- G. Awards made only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- H. Records sufficient to detail the significant history of procurement, including rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- I. Limited use of time-and-materials contracts.
- J. Use of good administrative practice and sound business judgment to settle contractual and administrative issues arising out of procurements.
- K. Protest procedures to handle and resolve disputes relating to procurements and prompt disclosure to the LRGVDC of information regarding the protest.
- L. Procurement transactions conducted in a manner that provides full and open competition.

Upon procurement of items under this grant agreement, the Subrecipient shall submit to the State a list of all bidders and subcontractors that quoted on the procured items. The Subrecipient shall submit the list with their requests for reimbursements and must include names, addresses, telephone numbers, and type(s) of work quoted.

ARTICLE 10. REAL PROPERTY MANAGEMENT

- A. The Subrecipient will comply with management standards set forth in the “Uniform Administrative Requirements for Grants and Cooperative Agreements to the State and Local Governments” (49 CFR Part 18.31) and/or “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” (49 CFR 19.32) acquisition, use, and disposition of real property acquired under the grant.
- B. The LRGVDC must concur in the award of all purchase orders for non-expendable personal property as defined in 49 CFR 18.31 and 49 CFR 19.32.

ARTICLE 11. EQUIPMENT MANAGEMENT

- A. The Subrecipient will comply with State management standards and with management standards specified in the “uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (49 CFR Part 18.32) and/or “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations” (49 CFR 19.34) in the control, use, and disposition of equipment acquired under this grant.
- B. Management standards include:
 - I. Subrecipient shall record the State’s security interest as a lien on the certificate of title of the vehicle at the time of purchase in accordance with Transportation Code, Chapter 501.
 - II. Maintain equipment records that include a description of the equipment; a serial number or other identification number; the source of equipment; who holds title; the acquisition date and cost of the equipment; percentage of federal and state participation in the cost of the equipment; the location, use and condition of the equipment; maintenance history for each vehicle; and ultimate disposition data including the date of disposal and sale price.

III. Conduct a physical inventory of the equipment at least once every two (2) years and reconcile the inventory with equipment records described in the preceding paragraph.

IV. Develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft shall be investigated.

V. Develop and follow procedures to keep the equipment maintained and in good condition. As a minimum, the Subrecipient shall follow the vehicle maintenance schedule recommended by the manufacturer, showing the date the maintenance was performed. Maintenance records shall be provided to the LRGVDC upon request.

VI. Request disposition approval and instructions from the State, and if authorized to sell the equipment, use proper sales procedures to insure the highest possible return.

C. The Subrecipient will comply with Title 43, Texas Administrative Code, §31.53, to protect the public investment in real property and equipment purchased in whole or in part with state or federal funds.

D. In the event that project equipment is not used in the proper manner or is withdrawn from public transportation services, the Subrecipient shall immediately notify the LRGVDC. The LRGVDC reserves the right to direct the sale or transfer of property acquired under this grant agreement upon determination by the LRGVDC that said property has not been fully or properly used.

E. When original or replacement equipment acquired under a grant is no longer needed for the original project or program or for other activities currently or previously supported by a federal or state agency, the Subrecipient shall contact the LRGVDC to request authority to dispose of the equipment, and the LRGVDC shall issue disposition instructions in accordance with 49 CFR Part 18.32 and/or 49 CFR Part 19.34.

F. All vehicles purchased under this grant agreement shall comply with the Motor Vehicle Safety Standards established by the U.S. Department of Transportation.

G. All vehicles purchased under this grant agreement shall comply with all federal motor vehicle anti-pollution requirements.

H. All vehicles purchased under this grant agreement shall comply with the bus testing requirements set forth at 49 USC 5323(c) and 49 CFR 665.

I. The Subrecipient shall not execute any lease, pledge, mortgage, lien, or other contract touching or affecting the Federal, State, or LRGVDC interest in any project facility or equipment; nor shall the Subrecipient by any act or omission of any kind adversely affect the Federal, State, or LRGVDC interest or impair its continuing control over the use of project facilities or equipment.

J. The Subrecipient shall comply with requirements set forth at 49 USC 5323(1) and 49 CFR 663 regarding pre-award and post-delivery audit requirements.

K. Irrespective of coverage by insurance, unless otherwise approved in writing by the State, in the event of loss or damage to project property, whether by casualty or fire, the fair market value will be the value of the property immediately before the casualty or fire.

L. In the event of loss due to casualty or fire, straight line depreciation of the asset, based on the industry standard for a useful life, shall be considered fair market value unless otherwise approved by the State.

M. The Subrecipient shall notify the LRGVDC immediately of theft, wreck, vandalism or other destruction of project-related facilities or equipment.

ARTICLE 12. VEHICLE INSURANCE REQUIREMENTS

The Subrecipient shall maintain at least the minimum insurance on all vehicles and other nonexpendable personal

property as required by the insurance regulations of the State of Texas.

ARTICLE 13. BUY AMERICA

The Subrecipient agrees to comply with applicable Buy America requirements set forth in 49 U.S.C. 5323(h)(j) and 49 CFR Part 661.

ARTICLE 14. COORDINATION

According to Title 43 of the *Texas Administrative Code* §31.49, the Subrecipient will at all times coordinate the provision of public transportation services with other transportation operators, both public and private, in the area. The Subrecipient will furnish, no later than thirty (30) days after execution of this contract, and thereafter no later than the 10th day of each month, a written log listing all agencies, organizations, and individuals, whether public or private, with which the Subrecipient has made contact regarding transportation service during the previous 30 days, including, but not limited to topics concerning projects, events, programs, routes, the establishment of transit stations, and expansion of service. The log will contain the name of the contact, the contact person, a phone number, email address, and purpose of the contact. The Subrecipient will furnish the LRGVDC copies of any agreement resulting from such coordination. Agreements which authorize the payments of project funds to another entity are subject to the approval requirements described in Article 5, Subcontracts.

ARTICLE 15. LABOR PROTECTION PROVISIONS

- A. The Subrecipient agrees to undertake, carry out and complete the project under the terms and conditions determined by the Secretary of the United States Department of Labor to be fair and equitable to protect the interests of employees affected by the project and meeting requirements of 49 U.S.C. 5333(b). The Subrecipient shall maintain documentation of compliance efforts in accordance with retention and accessibility requirements set forth in Article 6, Retention of Records.
- B. The Subrecipient agrees to the comply with applicable transit employee protective requirements as required under the Transit Employee Protective Agreements as set forth under 49 U.S.C. §5310,§5311, and §5333 and 29 CFR Part 215.
- C. If applicable, the Subrecipient shall comply with the labor protection provision as listed below. The Subrecipient agrees that the following terms and conditions shall apply for the protection of employees in the mass passenger transportation industry in the area of the project:

1 The project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the project.

2 All rights, privileges, and benefits (including pension's rights and benefits) of employees (including employees already retired) shall be preserved and continued.

3 The Subrecipient shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the project.

4 In the event an employee is terminated or laid off as a result of the project, he shall be granted priority of employment or reemployment to fill any vacant position for which he or she is, or by training or retraining can become, qualified. In the event training is required by such employment or reemployment, the Public Body shall provide or provide for such training or retraining at no cost to the employee.

5 Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the project, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangement certified by the Secretary of Labor under Section 405 (b) of the Rail Passenger Service Act of 1970 on April 16, 1971. An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the project" as used

herein shall include events occurring in anticipation of, during, and subsequent to the project.

6 In the event any provision of these conditions is held to be invalid or otherwise unenforceable, the Public Body, the employees and/or their representatives may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions.

7 The Public Body agrees that any controversy respecting the project's effects upon employees, the interpretation or application of these conditions and the disposition of any claim arising hereunder may be submitted by any party to the dispute including the employees or their representative for determination by the Secretary of Labor, whose decision shall be final.

8 The Public Body shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding paragraph.

9 The Public Body will post, in a prominent and accessible place, a notice stating that the Public Body is a recipient of Federal assistance under the Federal Transit Act and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). The notice shall also specify the terms and conditions set forth herein for the protection of employees.

ARTICLE 16. CHARTER AND SCHOOL BUS OPERATIONS

- A. The Subrecipient, or any subcontractor acting on its behalf, shall not engage in charter bus operations outside the project area within which it provides regularly scheduled public transportation service, except as provided under Section 3(f) of the Federal Transit Act of 1964, as amended, 49 U.S.C. 1602(f), and regulations pertaining to Charter bus Operations, set forth at 49 CFR Part 604 and any amendments that may be issued. Any subcontract entered into under these regulations is incorporated into this Contract by reference.
- B. The Subrecipient, or any subcontractor acting on its behalf, shall not engage in school bus operations, exclusively for the transportation of students or school personnel, in competition with private school bus operators, except as provided under Section 3(g) of the Federal Transit Act of 1964, as amended, 49 U.S.C. 1602(g) and regulations pertaining to School bus Operations, set forth at 49 CFR Part 605 and any amendments thereto that may be issued. Any subcontract entered into under these regulations is incorporated into this Contract by reference.

ARTICLE 17. MONITORING

- A. The LRGVDC will monitor the progress of the project authorized in this agreement using appropriate and necessary inspections, including but not limited to periodic reports, physical inspections of project facilities, telephone conversations, letters, and conferences.
- B. The LRGVDC shall monitor and conduct fiscal and/or program audits of the Subrecipient and its contractors to verify the extent of services provided under the terms of the grant agreement. Representatives of the State or Federal government shall have access to project facilities and records at all reasonable times.
- C. The LRGVDC, the Texas Department of Transportation and the U.S. Department of Transportation, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the progress of the grant hereunder and the project premises.
- D. If any inspection or evaluation is made on the premises of the Subrecipient or a subcontractor, the Subrecipient shall provide and require the subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the project.

ARTICLE 18. REPORTS

- A. The Subrecipient shall submit brief narrative including but not limited to procurement milestones, including date of purchase order, vendor name and location, and estimated delivery date. Periodic reports shall thereafter include but not be limited to documentation of the status of the procurement and the progress of

the project. The LRGVDC shall specify the information needed the format and the frequency of the report. The Subrecipient shall promptly advise the LRGVDC in writing if at any time the progress of the project will be negatively or positively impacted, including:

- I. Problems, delays or adverse conditions that will materially affect the Subrecipient's ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, by the Subrecipient and any LRGVDC assistance needed to resolve the situation.
 - II. Favorable developments or events that will enable the Subrecipient to meet time schedules and goals sooner than anticipated or produce more work units than originally projected.
- B. Every other year, or more frequently when instructed by the LRGVDC, the Subrecipient shall conduct a physical inventory of grant-supported property as set forth in Article 11, Equipment Management, and furnish the LRGVDC a copy of the inventory.
 - C. The Subrecipient shall develop performance goals and management objectives in accordance with Title 43, *Texas Administrative Code*, §31.36.
 - D. The Subrecipient shall maintain written maintenance records for each grant-supported vehicle, and shall make such records available to the LRGVDC upon request. As a minimum, the Subrecipient shall comply with the manufacturer's recommended maintenance schedule.

ARTICLE 19. DISPUTES AND REMEDIES

- A. The Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of the grant.
- B. Any dispute concerning the work hereunder, additional costs, or any other non-procurement issue shall be submitted for resolution by informal mediation, in accordance with the requirements of the Governmental Dispute Resolution Act, Chapter 2009, Government Code.
- C. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

1 The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

2 The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Subrecipient, to the extent the Federal Government deems appropriate.

3 The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part

with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE 21. TERMINATION

- A. The LRGVDC may terminate this grant agreement at any time before the date of completion whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant agreement. The LRGVDC shall give written notice to the Subrecipient at least thirty (30) days prior to the effective date of termination and specify the effective date of termination, the reason for the termination, and other termination instructions.
- B. If both parties to this grant agreement agree that the continuation of the grant would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date. In the event that both parties agree that resumption of the grant is warranted, a new grant agreement must be developed and executed by both parties.
- C. Either the LRGVDC or the Subrecipient may terminate this agreement by giving notice in writing one to the other for reasons of its own and not subject to the approval of the other party. In the event of termination for convenience, neither the LRGVDC nor the Subrecipient shall be subject to additional liability except as otherwise provided in this agreement.
- D. Upon termination of this grant agreement, whether for cause or at the convenience of the parties hereto, title to all property and equipment remains with the Subrecipient subject to the obligations and conditions set forth in this grant agreement and 49 CFR 18.31 and 18.32, unless the state or federal funding agency issue disposition instructions to the contrary.
- E. In the event of termination, the LRGVDC may compensate the Subrecipient for those eligible expenses incurred during the grant period which are directly attributable to the completed portion of the grant covered by the grant agreement, provided that the grant has been completed in accordance with the terms of the grant agreement. The Subrecipient shall not incur new obligations for the terminated portion after the effective date to termination.
- F. Except with respect to defaults of subcontractors, the Subrecipient shall not be in default by reason of any failure in performance of this grant agreement in accordance with its terms (including any failure by the Subrecipient to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Subrecipient. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient.

ARTICLE 22. CIVIL RIGHTS

1. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contact:
 - a. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,.” 41 CFR Parts 60 et seq.,

(which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activated undertaken in the course of the Project. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

b. Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the subrecipient agrees to comply with any implementing requirements FTA may issue.

c. Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity commission, "Regulations to Implement to Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR part 1630, pertaining the employment of persons with disabilities. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. The Subrecipient also agrees to include these requirements in each subcontract financed in whole part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ARTICLE 23. NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Subrecipient agrees that no otherwise qualified person with disability (ies) shall, solely by reason his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under the project. The Subrecipient shall insure that all fixed facility construction or alteration and all new equipment included in the project comply with applicable regulations set forth at 49 CFR 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.

ARTICLE 24. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

It is the policy of the United States Department of Transportation (USDOT) the Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE and the Department DBE Program requirements of 49 CFR Part 26 applies to this Contract as follows:

1 The Subrecipient and any subcontractor will offer DBE's, as defined in 49 CFR Part 26 Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Subrecipient shall make a good faith effort to meet the DBE goal for this contract.

2 The Subrecipient and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with Federal funds. The Subrecipient and any subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts.

3 These requirements shall be physically included in any subcontract.

4 The percentage goal for Disadvantaged Business Enterprise participation in the activities to be performed under the Contract is a minimum of 8.60% of the Contract dollars available for contracting opportunities as set forth in 49 CFR Part 26.

5 Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, after the notification of the LRGVDC, may result in termination of the contract by the State or other such remedy as the LRGVDC deems appropriate.

ARTICLE 25. AFFIRMATIVE ACTION

The Subrecipient warrants that affirmative action programs as required by the rules and regulations of the Secretary of Labor 41 CFR 60-1 and 60-2 have been developed and are on file.

ARTICLE 26. CONTROL OF SUBSTANCE ABUSE

The Subrecipient agrees to comply with the terms of 49 CFR Parts 40 and 655. The requirements shall include but not be limited to:

- A. Producing any documentation necessary to establish its compliance with 49 CFR Parts 40 and 655.
- B. Permitting any authorized representative of the U.S. Department of Transportation, State, or LRGVDC to inspect the facilities, testing processes and procedures, and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655.
- C. The Subrecipient will certify compliance with 49 CFR Parts 40 and 655 on or before each monitoring period, using the certification form furnished by the State.

ARTICLE 27. FEDERAL PRIVACY ACT

The Subrecipient will comply with and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC §552a. The Subrecipient will not operate a system of records of the federal government without the express consent of the LRGVDC, State, and Federal Government.

- A. The Subrecipient understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying grant agreement.
- B. The Subrecipient also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by FTA.

ARTICLE 28. SPECIAL PROVISIONS FOR CONSTRUCTION OR REPAIR CONTRACTS

The Subrecipient agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333 (1999) as supplemented by Department of Labor regulations 29 C.F.R. § 5 (1999) and 29 CFR § 1926 (1998).

- A. The Subrecipient agrees to comply with the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Par 3).
- B. The Subrecipient agrees to comply with provisions of the Davis-Bacon Act (40 USC 176a to 9-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- C. The terms of the department of transportation regulations “Uniform Relocation and real Property Acquisition for federal and Federally Assisted Programs” 49 CFR Part 25 are applicable to this Contract.
- D. The Subrecipient shall cause to be erected at the site of construction, and maintained during construction, signs satisfactory to the State and the United States Department of Transportation identifying the project and indicating that the Government is participating in the development of the project.

ARTICLE 29. NO OBLIGATION BY THE FEDERAL GOVERNMENT.

1 The Purchaser and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2 The Subrecipient agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ARTICLE 30. CLEAN AIR AND WATER

Federal Clean Air Requirements – (1) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq., the Subrecipient agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Clean Water Requirements – (1) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Subrecipient agrees to report each violation as required to assure notification to FTA and the appropriate EPA regional Office. (2) The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE 31. ENERGY EFFICIENCY

The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ARTICLE 32. PROHIBITED ACTIVITES

- A. Neither the Subrecipient nor any subcontractor shall use federal or state assistance funds for publicity or propoganda purposes designed to support or defeat legislation pending before Congress or the Texas Legislature.
- B. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this grant agreement or to any benefit arising therefrom.
- C. No member, officer or employee of the Subrecipient during his tenure or one year thereafter shall have any interest, in this grant agreement or the proceeds thereof.
- D. Texas Transportation Commission policy mandates that employees of the Texas Department of Transportation (TxDOT) shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the LRGVDC under this grant agreement. The only exception allowed are ordinary business lunches and items that have received the advanced written approval of LRGVDC Executive Director. Any persons doing business with or who may reasonably speaking do business with the LRGVDC under this grant agreement may not make any offer of benefits, gifts or favors to LRGVDC employees, except as mentioned here above. Failure on the part of the Subrecipient to adhere to this policy may result in the termination of this grant agreement.

- E. The Subrecipient will comply with *Texas Government Code*, Chapter 573, by insuring that no office, employee or member of the Subrecipient's governing board of the Subrecipient's contractors or subcontractors shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two (2) years prior to the election or appointment of the officer, employee, governing body member related to such person in the prohibited degree.

ARTICLE 33. PUBLIC INFORMATION

The Subrecipient will insure that all information collected, assembled or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with *Texas Government Code*, Chapter 552 unless otherwise expressly provided by law.

ARTICLE 34. OPEN MEETINGS

The Subrecipient will comply with *Texas Government Code*, Chapter 551, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 35. DEBT TO THE STATE

If the comptroller is currently prohibited from issuing a warrant to Subrecipient because of a debt owed to the state, then the Subrecipient agrees that any payment owing under the contract will be applied towards the debt or delinquent taxes until the debt or delinquent taxes are paid in full.

ARTICLE 36. INDEMNIFICATION

- A. To the extent permitted by law, the Subrecipient shall indemnify and save harmless the LRGVDC from all claims and liability due to activities of its agents, employees or volunteers performed under this agreement and which result from an error, omission or negligent act of the Subrecipient or of any person employed by the Subrecipient.
- B. To the extent permitted by law, the Subrecipient shall also save harmless the LRGVDC from any and all expenses, including attorney fees, which might be incurred by the LRGVDC in litigation or otherwise resisting said claim or liabilities which might be imposed on the LRGVDC as a result of activities by the Subrecipient, its agents, employees or volunteers.
- C. To the extent permitted by law, the Subrecipient agrees to protect, indemnify, and save harmless the LRGVDC from and against all claims, demands and causes of action of every kind and character brought by any volunteer or employee of the Subrecipient against the LRGVDC due to personal injuries and/or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subrecipient.
- D. The Subrecipient acknowledges that it is not an agent, servant or employee of the LRGVDC and that it is responsible for its own acts and deeds and for those of its agents, employees or volunteers during the performance of the grant agreement.

ARTICLE 37. INTELLECTUAL PROPERTY RIGHTS

If any invention, improvement or discovery of the Subrecipient or any of its subcontractors is conceived or first actually reduced to practice in the course of or under this grant, which invention, improvement or discovery may be patentable under the Patent Laws of the United States of America or any foreign country; and if said invention,

improvement or discovery has not already become the property of the LRGVDC, the Subrecipient shall immediately notify the LRGVDC and provide a detailed report. The rights and responsibilities of the LRGVDC, the Subrecipient, any subcontractor and the United State Government with respect to such invention will be determined in accordance with applicable laws, regulations, policies and any waivers thereof. Further, the Subrecipient shall comply with the provisions of 41 CFR, Part 1-9. The LRGVDC, State, and the U.S. Department of Transportation shall have the royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

ARTICLE 38. COMPLIANCE WITH LAWS

The Subrecipient shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this grant, including without limitation workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws, and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish the LRGVDC with satisfactory proof of compliance therewith.

ARTICLE 39. PATENT RIGHTS

If any invention, improvement or discovery of the Subrecipient or any of its subcontractors is conceived or first actually reduced to practice in the course of or under this project, which invention, improvement or discovery may be patentable under the Patent Laws of the United States of America or any foreign country; and if said invention, improvement or discovery has not already become the property of the LRGVDC under Article 16.C above; the Subrecipient shall immediately notify the LRGVDC and provide a detailed report. The rights and responsibilities of the Subrecipient, subcontractors and the United States Government with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies and any waivers thereof. Further, the Subrecipient shall comply with the provisions of 41 CFR, Part 1-9.

ARTICLE 40. COPYRIGHTS

The LRGVDC, State and the United State Department of Transportation shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

ARTICLE 41. NONCOLLUSION

The Subrecipient warrants that it has not employed or retained any company or person, other than a bona fide employee working for the firm, to solicit or secure this grant, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this grant. If the Subrecipient breaches or violates this warranty, the LRGVDC shall have the right to annul this agreement without liability or, at its discretion, to deduct from the grant price or consideration, or otherwise recover, the full of such fee, commission, brokerage fee, gift, or contingent fee.

ARTICLE 42. RESTRICTIONS ON LOBBYING

Pursuant to Section 31 U.S.C. 1352, 49 CFR Part 19 and 49 CFR Part 20, Subrecipients who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20 which generally prohibits recipients of federal funds from using those monies for lobbying purposes. When applicable, the Subrecipient will furnish the State required certification.

ARTICLE 43. SUSPENSION AND DEBARMENT

The terms of the Department of Transportation regulation, "Suspension and Debarment of Participants in DOT Financial Assistance Programs," set forth in Executive Order 12549 and implemented by 49 CFR Part 29, are

applicable to this grant agreement. Furthermore, any contractor employed by the Subrecipient is also bound by the terms of 49 CFR Part 29 and must complete a Lower Tier Participant Debarment Certification. The Subrecipient warrants that the debarment certification furnished as part of the application is current and valid.

ARTICLE 44. PROGRAM INCOME

Except for income from royalties and proceeds from the sales of real property or equipment, the Subrecipient shall retain program income and apply such income to allowable capital or operating expenses. Program income from royalties and proceeds from sale of real property of equipment shall be handled as specified in 49 CFR Part-18 – Uniform Administrative Requirements For Grants And Cooperative Agreements To State And Local Governments, Sections 18.25 Program Income; 18.31 Real Property; 18.32 Equipment; and 18.33 Supplies or 40 CFR Part-19-Uniform Administrative Requirements For Grants And Agreements With Institutions OF Higher Education, Hospitals, And Other Non-Profit Organizations, Sect. 19.24 Program income, 19.32 Real property, 19.33 Federally-owned and exempt property, and 19.34 Equipment.

- A. The Subrecipient shall comply with standards governing the receipt and application of program income as set forth in 49 CFR 18.25, Program Income. Program income means gross income received by the Subrecipient directly generated by a grant supported activity, or earned only as a result of this grant agreement during the time period specified in Article 1, Grant Period.
- B. Program income includes income from fees for service performed, from the use or rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under a grant agreement, and from payments of principal and interest on loans made with grant funds. Except as otherwise provided in federal regulations, program income does not include grant funds, rebates, credits, discounts, refunds, and the interest earned on any of these receipts.

ARTICLE 45. SUCCESSORS AND ASSIGNS

The Subrecipient binds himself, his successors, assigns, executors and administrators in respect to all covenants of this agreement. The Subrecipient shall not sign, sublet or transfer his interest in this agreement without the written consent of the State.

ARTICLE 46. LEGAL CONSTRUCTION

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

ARTICLE 47. CHANGES IN FEDERAL REGULATIONS

As a recipient of federal funds, the Subrecipient is required to comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement (Form FTA MA (6) dated October, 1999) between the LRGVDC, State, and FTA, as they may be amended or promulgated from time to time during the term of this grant agreement. Subrecipient's failure to so comply shall constitute a material breach of this grant agreement.

ARTICLE 48. PRIOR AGREEMENTS

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the public transportation grant specifically authorized and funded under this agreement.

ARTICLE 49. INCORPORATION OF FEDERAL REQUIREMENTS

This grant agreement includes terms and conditions required by the U.S. Department of Transportation. The preceding provisions include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the USDOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) request which would cause (name of grantee) to be in violation of the FTA terms and conditions.

ARTICLE 50. SIGNATORY WARRANTY

The undersigned signatory for the Subrecipient hereby represents and warrants that he/she is an officer of the organization for which he/she has executed this agreement and that he/she has full and complete authority to enter into this agreement on behalf of the organization.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Lower Rio Grande Valley Development Council board of directors.

APPROVED:

**LOWER RIO GRANDE VALLEY
DEVELOPMENT COUNCIL**

SUBRECIPIENT:

Subrecipient Name: **CITY OF MCALLEN**

By: _____

Kenneth N. Jones Jr.
Executive Director

By: _____

Signature of Authorized Officer

Date: _____

Typed or Printed Name

Title: _____

Date: _____

ATTACHMENT A

Approved Project Description

The Lower Rio Grande Valley Development Council will release state funds to the City of McAllen to subsidize the operating expenses of the McAllen Transit System. The Inter-local Agreement must be signed by the Lower Rio Grande Valley Development Council and the City of McAllen and must be approved by the Texas Department of Transportation District Office in Pharr before any disbursements of the funds are released.

ATTACHMENT B

McAllen Transit Fiscal Year 2013 PROGRAM BUDGET

Administrative Cost (Cost to be absorbed by the City of McAllen)	\$0.00
5307 State Funds for Operations	\$144,980.00
Estimated Local Match Contribution (City of McAllen)	\$0.00
Total Budget	\$144,980.00

Standardized Recommendation Form

City Commission XX
Utility Board _____
Other Board _____

Agenda Item 2F
Date Submitted 03/05/13
Meeting Date 03/11/13

1. Agenda Item: Award of Purchase Contract to Utility Associates, Inc. through the Houston-Galveston Area Council (H-GAC) Contract #EF-04-11 for the purchase and installation of Sixteen (16) Digital Video Recording Units (Digital Patroller 3). Project No. 03-13-P24-01.

2. Party Making Request: Police Department and Purchasing & Contracting

3. Nature of Request: (Brief Overview) Attachments: X Yes No
Staff is respectfully seeking the Commission's approval to award a Purchase Contract to Utility Associates, Inc. of Tucker, Georgia through Houston-Galveston Area Council (H-GAC) Contract #EF-04-11 for the purchase and installation of Sixteen (16) Digital Video Recording Units (Digital Patroller 3) for a total contract amount of \$94,743.00.

4. Policy Implication: City Commission approval needed.

5. Budgeted: X Yes No N/A (\$71,400 Capital Outlay & \$25,924 Grant)
Bid Amount: \$ 94,743.00 Budgeted Amount: \$ 97,324.00
Under Budget: \$ 2,581.00 Over Budget: \$
Amount Remaining: \$

If over budget how will it be paid for: _____

6. Alternate option/costs: N/A

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) <u>Victor Rodriguez</u> Chief of Police	<u>[Signature]</u>	<u>03/05/2013</u>	<u>XX</u> Yes <u> </u> No
b) <u>Sandra Zamora, CPM</u> Director of Purchasing & Contracting	<u>SZ</u>	<u>03/05/2013</u>	<u>XX</u> Yes <u> </u> No

8. Staff's Recommendation: As recommended above.

Advisory Board: Approved Disapproved None

City Attorney: KP Approved Disapproved None

Manager's Recommendation: MRP Approved Disapproved None



McAllen Police Department

INTRA-DEPARTMENTAL COMMUNICATION

TO: MIKE R. PEREZ, CITY MANAGER

FROM: VICTOR RODRIGUEZ, CHIEF OF POLICE

SUBJECT: AGENDA ITEM – AWARD OF PURCHASE CONTRACT TO UTILITY ASSOCIATES, INC. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) CONTRACT #EF-04-11 FOR THE PURCHASE AND INSTALLATION OF SIXTEEN (16) DIGITAL VIDEO RECORDING UNITS (*DIGITAL PATROLLER 3*), PROJECT #03-13-P24-01

DATE: 3/5/2013

GOAL:

The goal of this item is City Commission approval of Award of Purchase Contract to Utility Associates, Inc. of Tucker, Georgia through the Houston-Galveston Area Council (H-GAC) Contract #EF-04-11 for the purchase and installation of Sixteen (16) Digital Video Recording Units (*Digital Patroller 3*).

BACKGROUND:

The department endeavors to equip all patrol units with mobile video recording equipment. To this end, the department has undertaken a review of certain police mobile video recording systems. That review included presentations and reference inquiries from COBAN Top Cam MVS, Panasonic Arbitrator MVS and Integrian Digital Patroller MVS. L3 Communications was invited but did not submit a presentation.

The department selected the Integrian Digital Patroller MVS, which has recently been obtained from Integrian by Utility Associates, Inc. and is now known as the Digital Patroller 3. This system is more compact, is more user functional, is partnered with Utility Associates, Inc. and therefore mobile installation is available.

By virtue of being a municipal government and a long standing member of the Houston-Galveston Area Council (H-GAC) Co-Operative Program, the City of McAllen is afforded the latitude to utilize the contracts put in place by this cooperative agency. Therefore, Purchasing & Contracting in conjunction with the Police Department respectfully seek the Commissions' approval for the purchase and installation of Sixteen (16) Digital Video Recording Units (*Digital Patroller 3*) for patrol cars through Houston-Galveston Area Council (H-GAC) Co-Operative Program from Utility Associates, Inc. of Tucker, Georgia for a total amount of \$94,743.00.

On April 23, 2012, the City Commission of the City of McAllen passed a resolution authorizing the submission of a grant application to the U.S. Department of Justice Assistance for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

On July 10, 2012, The McAllen Police Department received Grant Notification from the Department of Justice – Office of Justice Programs. The grant application and project was approved. Amount of Award: \$25,924.00.

HISTORY:

FY '11 – Purchased Ten (10) Motorola Digital Video Recording Units (Integrian Digital Patroller 2), to include installation for \$73,575.00

FY '10 – Purchased Ten (10) Motorola Digital Video Recording Units (Integrian Digital Patroller), to include installation for \$84,441.00

FY '09 – Purchased Ten (10) Motorola Digital Video Recording Units (Integrian Digital Patroller), to include installation for \$82,247.00

BID ANALYSIS:

Nature of Bid Request:

Procurement and installation of Sixteen (16) Digital Video Recording Units (*Digital Patroller 3*).

Bid Response:

Utility Associates, Inc. of Tucker, Georgia through Houston-Galveston Area Council (H-GAC) Contract #EF-04-11 submitted the following quotation:

Quote No. KLV03042013 for \$94,743.00

FUNDING:

The Department will apply Capital Outlay Funds (FY '13) for the purchase of ten (10) units:
Account #011-2002-426-66-20: \$60,489.00

The Department will apply as follows for the purchase of six (6) units: (GRANT PURCHASE)
Account #140-8524-426-66-20: \$25,924.00 (Grant – Project #EO1210)
Account #011-2002-426-66-20: \$8,330.00 (FY '13 Capital Outlay Funds)

OPTIONS:

1. City Commission approval of Award of Purchase Contract totaling \$94,743.00 to Utility Associates, Inc. of Tucker, Georgia through the Houston-Galveston Area Council (H-GAC) Contract #EF-04-11 for the purchase and installation of Sixteen (16) Digital Video Recording Units (*Digital Patroller 3*).
2. Not award purchase contract totaling \$94,743.00 to Utility Associates, Inc. of Tucker, Georgia through the Houston-Galveston Area Council (H-GAC) Contract #EF-04-11 for the purchase and installation of Sixteen (16) Digital Video Recording Units (*Digital Patroller 3*).

RECOMMENDATION:

City Commission approval of Award of Purchase Contract totaling \$94,743.00 to Utility Associates, Inc. of Tucker, Georgia through the Houston-Galveston Area Council (H-GAC) Contract #EF-04-11 for the purchase and installation of Sixteen (16) Digital Video Recording Units (*Digital Patroller 3*).

Ship Information:

To: McAllen Police Department Attn: Javier Rodriguez	Date: 3/4/2013	
	Quote Number: KLV03042013 HGAC Contract EF-04-11	
Phone:	Salesperson: Kelli Worley	
FAX:		
Email: jrodriguez@mcallenpd.net		

IN-VEHICLE					
QTY	PART #	DESCRIPTION	MSRP	PRICE	TOTAL
16	800-0000000	DP3 MDVR 32GB – MDVR with 32GB SSD	\$3,000.00	\$2,175.00	\$34,800.00
16	355-0000006	DP3 MDVR SOFTWARE	\$355.00	\$249.00	\$3,984.00
16	800-0000004	DP3 MDVR STANDARD INSTALLATION KIT	\$305.00	\$195.00	\$3,120.00
16	800-0000002	ENCODER KIT	\$555.00	\$394.00	\$6,304.00
16	800-0000005	TOUCHSCREEN LCD KIT	\$1,350.00	\$910.00	\$14,560.00
16	700-0094V4	KIT, LOW LIGHT COLOR REAR CAMERA W/ OVERMOLDED CABLE	\$150.00	\$100.00	\$1,600.00
16	700-0092V7	KIT, 22X FRONT CAMERA W/ OVERMOLDED CABLE	\$575.00	\$500.00	\$8,000.00
16	701-0000065	EH WIRELESS MIC TRANSMITTER KIT booklet, transmitter, pouch ext Mic	\$230.00	\$170.00	\$2,720.00
16	701-0000066	EH WIRELESS MIC RECEIVER KIT booklet, receiver mounting bracket mounting screws antenna, connecting cable	\$235.00	\$175.00	\$2,800.00
16	701-0000068	EH WIRELESS MIC HOME CHARGER KIT booklet, power adapter charge cradle	\$90.00	\$65.00	\$1,040.00
16	701-0000100V2	GPS WASS including 3m cable	\$180.00	\$130.00	\$2,080.00
16	700-0136	Crown Victoria Visor Mount Kit Fits: 2005-2009 with fire suppression	\$100.00	\$75.00	\$1,200.00
16	602-0000030	CABLE ENET, 1.0m (3-way Ethernet)	\$62.00	\$46.00	\$736.00
16	602-0000036	RJ45 DATA CABLE 6.0m (MDVR to MDT RJ45 Plug)	\$30.00	\$20.00	\$320.00
16	701-0000103	RJ45 DATA PORT, 0.5m (RJ45 Jack Docking Port)	\$40.00	\$30.00	\$480.00

BACK OFFICE SOFTWARE					
QTY	PART #	DESCRIPTION	MSRP	PRICE	TOTAL
1	350-0000001	DP3 VRS BACK OFFICE SW LICENSE PURCHASED WITH MDVR (1 Per VRS)	\$1,425.00	\$999.00	\$999.00

SERVICES					
QTY	PART #	DESCRIPTION	MSRP	PRICE	TOTAL
16	275-3000	DP3 In-Vehicle Installation per unit.	\$450.00	\$450.00	\$7,200.00
1	275-3100	New DP3 Back Office Installation. Includes S/W installation, configuration, and test of 1 VRS and 1 docking server. Enterprise Client and Admin Client training for up to 2 people. Price for first day of on-site installation.	\$1,500.00	\$1,500.00	\$1,500.00
1	275-3101	Services for additional consecutive days after first day of on-site services.	\$900.00	\$900.00	\$900.00

COMMENTS/NOTES					
Note 1:	Unless specifically quoted, DST assumes that the Customer has a wireless and/or wired infrastructure in place to support the transfer of data from the MDVR. The DP3 back office typically requires Windows Server 2008 R2 and SQL Server 2008 R2. The Customer is responsible for procuring and installing the operating system and SQL software. Contact the Salesperson at the phone number on the quote to verify what software is required for your system. Installation of the in-vehicle system requires a DST certified installer. Contact the Salesperson at the phone number on the quote to get a list of certified installers or to request certification.				
Note 2:	16 FULL systems based on the following in-car set up. LCD and in car computer; wireless uploading (done thru DP3 monitor); mounted in the cab; 22 x camera front. Crown Vics. Vehicle installation included , No Install certification charge if total purchase is for 16 units. Level One troubleshooting for DP2 & DP3 is included in the one additional day				
Note 3:	DP2/DP3 back office compatibility.				
Note 4:	Items come with one year of warranty. Additional years can be purchase at the time of the original sale at a discounted rate. Please ask for pricing if needed.				
Note 5:	Technical Discovery to be done to validate server specs.				
Note 6:	Due to current demands, DST is shipping 6 weeks from the date a PO is received. Please let your sales rep know as soon ahead as possible the month you expect to purchase to ensure more timely delivery if needed. We are working to improve shipping times based on order demands.				
Note 7:	The back office software and server set up is a one time fee.				

Note 8: Upgrading of DP2 back office is done free of charge when purchasing the DP3 back office with ingestion.

Note 9: Ask about DST's expanding list of solutions to integrate all of your video needs into one back office to manage. DST can provide and support your In-Car Systems, Intoxilizer Room Solution, Interview Room Solution, and Body Cameras. DST also provides add on features to your DP3 back office. Get more information on our search by map, car location

Total In-Vehicle Systems:	16
In-Vehicle Price Per System:	\$5,234.00
Total In-Vehicle:	\$83,744.00
Back Office Software:	\$999.00
Services:	\$9,600.00
Subtotal:	\$94,343.00
Shipping: [MUST ENTER]	\$400.00
0.00% Tax:	\$0.00
Credit Card Fee (3%):	\$0.00
Total:	\$94,743.00

Quotation by: Kelli Worley
Phone: 919-719-0430
Fax: 919-719-0400
Customer Signature:
Purchase Order Number:

v033

AVAILABLE OPTIONS

IN-VEHICLE				
	PART #	DESCRIPTION	MSRP	PRICE
	800-0000003	UNINTERRUPTABLE POWER SUPPLY BATTERY ENCLOSURE KIT (Enclosure, (2) Hardware Kits, UPS Cable 0.5m, Instructions, Battery not included)	\$120.00	\$90.00
BODY CAMERA				
	800-0000006	VIEVU PVR-LE2 Camera Kit. Includes camera, 110V wall adapter, 12V car adapter, USB/RS232 cable, spring clip, pin clip.	\$899.95	\$899.95
	701-0000125	VIEVU Car Kit. Includes window mount, USB charging cable, and 12V car adapter.	\$39.99	\$39.99
BACK OFFICE SOFTWARE				
	PART #	DESCRIPTION	MSRP	PRICE
	350-0000003	DP3 VRS BACK OFFICE ACTIVE DIRECTORY MODULE (Option)	\$850.00	\$500.00
	350-0000004	DP3 VRS BACK OFFICE MAPPING MODULE (Option)	\$850.00	\$500.00
	350-0000005	DP3 VRS BACK OFFICE STREAMING MODULE (Option)	\$850.00	\$500.00
	350-0000006	DP3 VRS BACK OFFICE ATS MODULE (Option)	\$850.00	\$500.00
SERVICES				
	PART #	DESCRIPTION	MSRP	PRICE
	325-3000	DP3 2nd year extended warranty and phone support (per unit)	\$333.00	\$250.00
	325-3001	DP3 3rd year extended warranty and phone support (per unit)	\$400.00	\$300.00
	325-3002	DP3 4th year extended warranty and phone support (per unit)	\$467.00	\$350.00
	325-3003	DP3 5th year extended warranty and phone support (per unit)	\$533.00	\$400.00
	325-0013	Advance replacement Service - 2nd day - Annual per car charge - must be purchased in conjunction with warranty (per DVR per year)	\$88.00	\$88.00
	325-0014	Advance replacement Service - 1 day - Annual per car charge - must be purchased in conjunction with warranty (per DVR per year)	\$100.00	\$100.00
	325-2202	DST Enhanced Microphone 2nd year extended warranty and phone support (per Enhanced Microphone)	\$20.00	\$20.00
	325-2203	DST Enhanced Microphone 3rd year extended warranty and phone support (per Enhanced Microphone)	\$25.00	\$25.00
	325-2204	DST Enhanced Microphone 4th year extended warranty and phone support (per Enhanced Microphone)	\$30.00	\$30.00
	325-2205	DST Enhanced Microphone 5th year extended warranty and phone support (per Enhanced Microphone)	\$35.00	\$35.00
	325-0041	VIEVU Extended 9 month warranty. Extends warranty to 1 year.	\$140.00	\$140.00
	325-0042	VIEVU Extended 12 month warranty. Extends warranty to 2 years.	\$280.00	\$280.00

TERMS & CONDITIONS

These Terms & Conditions apply to your purchase and license of the products and/or services from Digital Safety Technologies, Inc. ("DST").

Warranties: DST Hardware. DST warrants its hardware against defects in material and workmanship under normal use for a period of twelve months from the date of shipment. DST hardware covered by this warranty includes the DVR, the components within the DVR and DST branded equipment sold in connection with the DVR including the LCD monitor (when applicable). This warranty extends only to original purchaser. The exclusive remedy and the entire liability of DST and its suppliers under this warranty will be the charge of DST or its service center to replace or repair upon return of the equipment to DST or its authorized service center, freight pre-paid. Removable media such as USB memory or SD card memory devices that may be used in conjunction with the LCD monitor to transfer data are not covered under this warranty. DST technical support must be contacted prior to the removal of any hardware from any vehicle, and a determination of hardware failure must be made and a Return Materials Authorization (RMA) must be issued prior to the return of any hardware to DST for warranty repair or replacement. Certain environmental factors may affect the practical functionality of DST hardware which is not considered cause for repair under this warranty agreement. Improper mounting of hardware may void this warranty. Please consult DST for an outline of published hardware mounting locations and temperature operating conditions. DST does not authorize the customization of its hardware by the customer, and will void this warranty.

DST Software: DST warrants its software will perform substantially in accordance with the documentation provided for a period of twelve months from the date of shipment. DST software covered by this warranty includes the firmware embedded in the DVR and DST software products on the associated Quote or Purchase Order. DST does not warrant third-party software sold, recommended or used in connection with DST software, including without limitation, operating systems, which are licensed AS-IS, and DST disclaims all liability in connection therewith. DST may meet its warranty obligations herein by providing access to patches, fixes, service packs and updated versions of its software, including by providing Customer with access to a download link on its website. Customer will provide DST with access to servers on which DST's software is located so that DST may perform diagnostics, analysis and repair remotely. If Customer refuses to provide remote access to servers where DST's software is located, Customer will be charged for on-site repair services required to complete software warranty repairs. DST

Third Party Hardware and Software: DST will pass third party warranties to the extent allowed by original equipment manufacturers or third party providers of equipment sold by DST in connection with the sale of DST hardware. However, other than DST hardware and DST software, DST does not warrant equipment, hardware or equipment sold or recommended by DST or its distributors in connection with DST equipment, and disclaims all liability in connection therewith.

Intellectual Property Infringement: DST warrants that, for a period of three years from the date of shipment, the Customer's use of the DST hardware and DST software in connection with the DST products and for the purposes and in the manner provided in DST's user manual, will not violate, and will not cause the Customer to violate, the terms of the intellectual property rights of other parties. To the extent that the foregoing warranty is violated, DST may provide a non-infringing workaround providing substantially the same functionality as the original and/or obtain for Customer the right to continue using the infringing technology. To the extent that DST is able to provide the foregoing, that shall be DST's sole liability under this warranty. To the extent the following is not provided within a reasonable time, Customer may require DST to repurchase the infringing DST product at the original price less 1/3r

Non-Warranty Support & Maintenance; Installation: Repairs, replacements, customer support and upgrades not specifically listed above, as well as extended warranty periods, may be available for purchase by Customer as an additional product or service. Please speak with your sales representative for further information. Installation services, if purchased as indicated on the quote or purchase order, assumes no atypical obstructions or difficulties in the vehicles, computers, offices, depots and other facilities and equipment on which the product is to be installed or in obtaining access thereto by DST and its subcontractors. Additional charges may be required in such cases. Vehicle installations must be performed by a DST certified installer.

Payment Terms: Payment for equipment and software is due net 30 days from shipment to Customer. Payment for services are due net 30 days from installation or completion of services (except in the event of prepaid services, such as support & maintenance Agreements or extended warranties, which are due net 30 from invoice). DST reserves the right to charge a late payment fee on all outstanding accounts in the amount of the lesser of: 1.5% per month or the highest amount allowable under applicable law. DST may also collect reasonable attorneys' fees and expenses incurred or owed in connection with collection of past due amounts. Payments from a Customer will be applied first against such fees and expenses, then against accrued interest and then against outstanding accounts from longest outstanding to most recent, unless DST determines otherwise in its discretion.

License of Software: Digital Safety Technologies software is licensed and not sold and is subject to the terms and conditions of DST's end-user license agreement, which may be found at: www.digitalsafetytech.com/index.php/homepage/support/software-user-license-agreements, and is incorporated by reference herein. Customer should review these terms and conditions and purchase/license or use of the product by Customer and/or its personnel or agents indicates agreement to such terms and conditions.

Intellectual Property: DST and its suppliers retain all rights to intellectual property incorporated into or relating to the products and services sold or licensed hereunder. The products and services sold or licensed hereunder are not "works for hire" and Customer is claiming no rights with regard thereto.

Export Prohibited: Customer represents that it is not purchasing or licensing the DST products for resale, distribution or other transfer into another country and that Customer is aware that any such transfer or exporting of DST products may violate U.S. or foreign import or export laws, for which Customer would be wholly responsible.

Subcontractors. DST may engage subcontractors to perform installation, support and other services hereunder.

These Terms and Conditions Supersede Others: These terms and conditions, along with the products and prices set forth on the quote or purchase order with which these terms and conditions are attached or associated form the contract by which Customer is purchasing and licensing the products and services on such quote or purchase order and may not be varied or changed without the express written consent of both Customer and DST. Customer and DST agree that additional payment terms or other conditions which may be included on Customer forms (such as invoices, orders, statements) or correspondence, whether prior to, simultaneously with, or following the entering into of the Quote or Purchase Order, shall not form part of this contract and shall not constitute a counteroffer or offer for a new contract which may be accepted by DST's performance, delivery or reply and shall not be binding or

Governing Law; Venue: The parties agree that North Carolina law, excluding its choice of law or conflicts-of-laws provisions, shall apply to the interpretation and enforcement of this Quote or Purchase Order (including these terms and conditions), and that the exclusive jurisdiction for the filing of litigation relating to or arising out of this Quote or Purchase Order (including these terms and conditions) and the performance hereunder, shall be federal or state courts sitting in Wake County, North Carolina, and the parties herein submit to and will not contest personal jurisdictions of such courts.

DISCLAIMERS AND LIMITATIONS: PLEASE READ CAREFULLY: EXCEPT AS EXPRESSLY PROVIDED IN THE WARRANTIES SET FORTH ABOVE, THE PRODUCT AND SERVICES SOLD OR LICENSED HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OR INDEMNIFICATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN JURISDICTIONS WHERE WARRANTIES, GUARANTEES, REPRESENTATIONS, AND/OR CONDITIONS OF ANY TYPE MAY NOT BE DISCLAIMED OR LIMITED, ANY SUCH WARRANTY, GUARANTEE, REPRESENTATION AND/OR WARRANTY IS: (1) HEREBY LIMITED TO THE PERIOD OF EITHER (A) THIRTY (30) DAYS FROM THE DATE OF INSTALLATION OR (B) THE SHORTEST PERIOD ALLOWED BY LAW IN THE APPLICABLE JURISDICTION IF A THIRTY (30) DAY LIMITATION WOULD BE UNENFORCEABLE; AND (2) DST'S SOLE LIABILITY FOR ANY BREACH OF ANY SUCH WARRANTY, GUARANTEE, REPRESENTATION, AND/OR CONDITION SHALL BE TO REPAIR OR REPLACE THE AFFECTED PRODUCT(S). WARRANTIES SHALL NOT APPLY TO THE EXTENT PERFORMANCE OR USE OF THE PRODUCTS OR SERVICES IS ADVERSELY IMPACTED BY PRODUCTS OR SERVICES OF OTHERS, OR USE OF THE PRODUCTS OR SERVICES IN A MANNER OTHER THAN RECOMMENDED IN DST DOCUMENTATION.

IN NO EVENT SHALL DST OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT LICENSOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PRODUCTS OR SERVICES SOLD OR LICENSED HEREUNDER. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 2G
DATE SUBMITTED 03-04-13
MEETING DATE 03-11-13

1. Agenda Item: **Request authorization to award contract to Insight Public Sector, Inc. for purchase and installation of internal connections (cabling) at Palm View Branch Library in order to meet Universal Service Administrative Company's grant guidelines under E-Rate grant program Project No. 03-13-P29-01.**

2. Party Making Request: Kate P. Horan, Library Director

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

On January 28, 2013, the City Commission authorized Library staff to seek E-Rate funding for internal connections (cabling) at Palm View Branch Library. The City has submitted an E-Rate application that will allow the City to receive a grant award. The application process requires the completion of a Form 470 which establishes a formal bidding process for qualified vendors. To meet the E-Rate requirements, staff seeks permission to execute a signed contract with Insight Public Sector, Inc. in the amount of \$104,079.64 for the purchase of internal connections (cabling). Grant award amount is \$83,263.71 (80%) with a required local match of \$20,815.93 (20%).

4. Policy Implication: N/A

5. Budgeted: X Yes No N/A
Account No.: New Main Library Budget

6. Alternate Option/Costs N/A

7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.)	<u>Kate P. Horan Library Director</u>	<u> KH </u>	<u> 3-04-13 </u>	<u> YES </u>
b.)	<u>Belinda Mercado, IT Director</u>	<u> </u>	<u> </u>	<u> </u>
c.)	<u>Carla M. Rodriguez, Grants Director</u>	<u> </u>	<u> </u>	<u> </u>
d.)	<u>Sandra Zamora, Director of Purchasing Contracting</u>	<u> </u>	<u> </u>	<u> </u>

8. Staff Recommendation: **Authorize award of contract to Insight Public Sector, Inc. for purchase and installation of internal connections (cabling) at Palm View Branch Library.**

Advisory Board: Approved Disapproved None

City Attorney: KP Approved Disapproved None

Manager's Recommendation: MRP Approved Disapproved None



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Memo

To: Mike R. Perez, City Manager
From: Kate P. Horan, Library Director
CC: Brent Branham, Deputy City Manager
Date: March 04, 2013
Re: Authorize E-Rate Contract – Palm View Branch Library
Project No. 03-13-P29-01

Goal

Request authorization to award contract to Insight Public Sector, Inc. for purchase and installation of internal connections (cabling) at Palm View Branch Library in order to meet Universal Service Administrative Company’s grant guidelines under E-Rate grant program.

Brief Explanation

In 2013, the City Commission authorized Library staff to seek E-Rate funding for internal connections (cabling). The City submitted an E-Rate application which will allow the City to receive a grant award. The application process required the completion of Form 470 which established a bidding process for qualified vendors. The vendor below has been selected as the most responsive and responsible:

Insight	Total Cost	Award (80%)	City Portion (20%)
1) Internal connections (cabling)	\$104,079.64	\$83,263.71	\$20,815.92

Authorization to solicit bids was approved by the City Commission on Jan. 28, 2013. The execution of this contract will allow the City to compete for an E-Rate award in the amount of \$104,079.64. Grant award amount is \$83,263.71 (80%) with required local match of \$20,815.92 (20%).

Options

- 1) Authorize contract with E-Rate service provider: Insight Public Sector, Inc.
- 2) Decline contract authorization, City funds 100% of Palm View Branch Library internal connections.

Recommendation

Staff recommends the award of contract with Insight Public Sector, Inc.

Insight Public Sector
6820 South Harl Avenue
Tempe, AZ 85283

Sales Rep : Darak Weaver
Phone: (956) 465-8080
darak.weaver@insight.com

Design Associate: Rose Owens
Phone: (512) 691-2046
Fax: (512) 691-9480
rose.owens@insight.com

Insight[®] PUBLIC SECTOR

Sales Quote: 021713BENI
Date: 3/4/2013
Buyer: Palm View Branch Library - McAllen
Name: Kate Hernan
Phone:
Email:

Palmview Branch Library

E-RATE ROUND 16

Internal Connections RFP

RFP Number/Name

Part Number	Description	List Price	Discount	Unit Price	Quantity	Extended Price
Access Points						
AIR-CAP3602I-A-K9	802.11n CAP w/CleanAir; 4x4:3SS; Mod; Int Ant; A Reg Domain	\$1,495.00	52.00	\$717.60	2	\$1,435.20
SWAP3600-RCOVRY-K9	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	Included	52.00	\$0.00	2	\$0.00
AIR-AP-BRACKET-2	802.11n AP Universal Mounting Bracket	\$0.00	52.00	\$0.00	2	\$0.00
AIR-AP-T-RAIL-F	Ceiling Grid Clip for Aironet APs - Flush Mount	\$0.00	52.00	\$0.00	2	\$0.00
CON-SW-C362IA	CISCO BASE 802.11n CAP w/CleanAir 4x4 3SS Mod Int	\$98.00	100.00	\$0.00	2	\$0.00
3750X POE 48-port switches for 300 ports						
WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	\$13,000.00	50.00	\$6,500.00	6	\$39,000.00
C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	Included	50.00	\$0.00	6	\$0.00
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	\$0.00	50.00	\$0.00	6	\$0.00
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	\$0.00	50.00	\$0.00	6	\$0.00
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	\$0.00	50.00	\$0.00	6	\$0.00
CON-SW-3750X4PS	CISCO BASE Catalyst 3750X 48 Port PoE IP Base	\$634.00	100.00	\$0.00	6	\$0.00
S375XVK9T-15002SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	\$0.00	50.00	\$0.00	6	\$0.00
WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	\$13,000.00	50.00	\$6,500.00	1	\$6,500.00
C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	Included	50.00	\$0.00	1	\$0.00
C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	\$500.00	50.00	\$250.00	1	\$250.00
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	\$0.00	50.00	\$0.00	1	\$0.00
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	\$0.00	50.00	\$0.00	1	\$0.00
CAB-STACK-1M	Cisco StackWise 1M Stacking Cable	\$100.00	50.00	\$50.00	1	\$50.00
CON-SW-3750X4PS	CISCO BASE Catalyst 3750X 48 Port PoE IP Base	\$634.00	100.00	\$0.00	1	\$0.00
S375XVK9T-15002SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	\$0.00	50.00	\$0.00	1	\$0.00
	Installation/ Configuration of Cisco equipment			\$2,366.00	1	\$2,366.00
	Infrastructure Cabling (Panduit Netkey)			\$54,478.44	1	\$54,478.44

INTERNAL CONNECTIONS TOTAL

\$104,079.64

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD
OTHER

AGENDA ITEM 2H
DATE SUBMITTED 03-04-13
MEETING DATE 03-11-13

1. Agenda Item: **Request authorization to award contract to Insight Public Sector, Inc. for purchase and installation of internal connections (cabling) at Lark Branch Library in order to meet Universal Service Administrative Company's grant guidelines under E-Rate grant program. Project No. 03-13-P28-01**

2. Party Making Request: Kate P. Horan, Library Director

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

On January 28, 2013, the City Commission authorized Library staff to seek E-Rate funding for internal connections (cabling) at Lark Branch Library. The City has submitted an E-Rate application that will allow the City to receive a grant award. The application process requires the completion of a Form 470 which establishes a formal bidding process for qualified vendors. To meet the E-Rate requirements, staff seeks permission to execute a signed contract with Insight Public Sector, Inc. in the amount of \$104,079.64 for the purchase of internal connections (cabling). Grant award amount is \$83,263.71 (80%) with a required local match of \$20,815.93 (20%).

4. Policy Implication: N/A

5. Budgeted: X Yes No N/A
Account No.: New Main Library Budget

6. Alternate Option/Costs N/A

7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.)	<u>Kate P. Horan Library Director</u>	<u> KH </u>	<u> 3-04-13 </u>	<u> YES </u>
b.)	<u>Belinda Mercado, IT Director</u>	<u> </u>	<u> </u>	<u> </u>
c.)	<u>Carla M. Rodriguez, Grants Director</u>	<u> </u>	<u> </u>	<u> </u>
d.)	<u>Sandra Zamora, Director of Purchasing Contracting</u>	<u> </u>	<u> </u>	<u> </u>

8. Staff Recommendation: **Authorize award of contract to Insight Public Sector, Inc. for purchase and installation of internal connections (cabling) at Lark Branch Library.**

Advisory Board: Approved Disapproved None

City Attorney: KP Approved Disapproved None

Manager's Recommendation: MRP Approved Disapproved None



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Memo

To: Mike R. Perez, City Manager
From: Kate P. Horan, Library Director
CC: Brent Branham, Deputy City Manager
Date: March 04, 2013
Re: Authorize E-Rate Contract – Lark Branch Library
Project No. 03-13-P28-01

Goal

Request authorization to award contract to Insight Public Sector, Inc. for purchase and installation of internal connections (cabling) at Lark Branch Library in order to meet Universal Service Administrative Company's grant guidelines under E-Rate grant program.

Brief Explanation

In 2013, the City Commission authorized Library staff to seek E-Rate funding for internal connections (cabling). The City submitted an E-Rate application which will allow the City to receive a grant award. The application process required the completion of Form 470 which established a bidding process for qualified vendors. The vendor below has been selected as the most responsive and responsible:

Insight	Total Cost	Award (80%)	City Portion (20%)
1) Internal connections (cabling)	\$104,079.64	\$83,263.71	\$20,815.92

Authorization to solicit bids was approved by the City Commission on Jan. 28, 2013. The execution of this contract will allow the City to compete for an E-Rate award in the amount of \$104,079.64. Grant award amount is \$83,263.71 (80%) with required local match of \$20,815.92 (20%).

Options

- 1) Authorize contract with E-Rate service provider: Insight Public Sector, Inc.
- 2) Decline contract authorization, City funds 100% of Lark Branch Library internal connections.

Recommendation

Staff recommends the award of contract with Insight Public Sector, Inc.

Insight Public Sector
6820 South Harl Avenue
Tempe, AZ 85283

Sales Rep : Darak Weaver
Phone: (956) 465-8080
darak.weaver@insight.com

Design Associate: Rose Owens
Phone: (512) 691-2046
Fax: (512) 691-9480
rose.owens@insight.com

Insight[®] PUBLIC SECTOR

Sales Quote: 021713BENI
Date: 3/4/2013
Buyer: Palm View Branch Library - McAllen
Name: Kate Hernan
Phone:
Email:

Palmview Branch Library

E-RATE ROUND 16

RFP Number/Name

Internal Connections RFP

Part Number	Description	List Price	Discount	Unit Price	Quantity	Extended Price
<u>Access Points</u>						
AIR-CAP3602I-A-K9 SWAP3600-RCOVRY-K9	802.11n CAP w/CleanAir; 4x4:3SS; Mod; Int Ant; A Reg Domain	\$1,495.00	52.00	\$717.60	2	\$1,435.20
AIR-AP-BRACKET-2	Cisco 3600 Series IOS WIRELESS LAN RECOVERY 802.11n AP Universal Mounting Bracket	Included \$0.00	52.00	\$0.00	2	\$0.00
AIR-AP-T-RAIL-F	Ceiling Grid Clip for Aironet APs - Flush Mount	\$0.00	52.00	\$0.00	2	\$0.00
CON-SW-C362IA	CISCO BASE 802.11n CAP w/CleanAir 4x4 3SS Mod Int	\$98.00	100.00	\$0.00	2	\$0.00
<u>3750X POE 48-port switches for 300 ports</u>						
WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	\$13,000.00	50.00	\$6,500.00	6	\$39,000.00
C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	Included	50.00	\$0.00	6	\$0.00
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	\$0.00	50.00	\$0.00	6	\$0.00
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S375XVK9T-15002SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	\$0.00	50.00	\$0.00	6	\$0.00
WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	\$13,000.00	50.00	\$6,500.00	1	\$6,500.00
C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	Included	50.00	\$0.00	1	\$0.00
C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	\$500.00	50.00	\$250.00	1	\$250.00
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	\$0.00	50.00	\$0.00	1	\$0.00
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CAB-STACK-1M	Cisco StackWise 1M Stacking Cable	\$100.00	50.00	\$50.00	1	\$50.00
CON-SW-3750X4PS	CISCO BASE Catalyst 3750X 48 Port PoE IP Base	\$634.00	100.00	\$0.00	1	\$0.00
S375XVK9T-15002SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	\$0.00	50.00	\$0.00	1	\$0.00
	Installation/ Configuration of Cisco equipment			\$2,366.00	1	\$2,366.00
	Infrastructure Cabling (Panduit Netkey)			\$54,478.44	1	\$54,478.44
INTERNAL CONNECTIONS TOTAL						\$104,079.64

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD
OTHER

AGENDA ITEM 2I
DATE SUBMITTED 03-04-13
MEETING DATE 03-11-13

1. Agenda Item: **Authorize contract with Smartcom Telephone, LLC for recurring services (Internet and telephone) at McAllen Public Library in order to meet Universal Service Administrative Company's E-Rate grant guidelines.** **Project No. 03-13-540-01**

2. Party Making Request: Library

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

On January 28, 2013, the City Commission authorized Library staff to seek E-Rate funding for recurring services (Internet and telephone). The application process required the completion of Form 470 which established a formal bidding process for qualified vendors. Smartcom Telephone, LLC has been selected as the most responsive and responsible vendor. To meet the E-Rate requirements, staff seeks permission to execute a signed contract with Smartcom Telephone, LLC for Internet and telephone services. The E-rate grant will fund \$21,770.88 (80%) with a required local match of \$5,442.72 (20%) for a total award amount of \$27,213.60.

4. Policy Implication: N/A

5. Budgeted: X Yes No N/A
Account No.: McAllen Public Library Budget

6. Alternate Option/Costs N/A

7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.)	<u>Kate P. Horan Library Director</u>	<u> KH </u>	<u> 3-04-13 </u>	<u> YES </u>
b.)	<u>Belinda Mercado, IT Director</u>	<u> </u>	<u> </u>	<u> </u>
c.)	<u>Carla M. Rodriguez, Grant Director</u>	<u> CMR </u>	<u> 3-04-13 </u>	<u> YES </u>
d.)	<u>Sandra Zamora, Director of Purchasing Contracting</u>	<u> </u>	<u> </u>	<u> </u>

8. Staff Recommendation: **Authorize contract with Smartcom Telephone, LLC for Internet and telephone services at McAllen Public Library in order to meet grant guidelines and qualify for award.**

Advisory Board: Approved Disapproved None

City Attorney: KP Approved Disapproved None

Manager's Recommendation: MRP Approved Disapproved None



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Memo

To: Mike R. Perez, City Manager
From: Kate P. Horan, Library Director
CC: Brent Branham, Deputy City Manager
Date: March 04, 2013
Re: Authorize E-Rate Contract – Main Library
Project No. 03-13-540-01

Goal

Authorize award of contract to Smartcom Telephone, LLC for recurring services (Internet and telephone) at McAllen Public Library in order to meet Universal Service Administrative Company’s E-Rate grant guidelines.

Brief Explanation

On January 28, 2013, the City Commission authorized Grant Administration and Library staff to seek E-Rate funding for recurring services (Internet and telephone) at the McAllen Public Library. The application process required the completion of Form 470 which established a formal bidding process for qualified vendors. Smartcom Telephone, LLC has been selected as the most responsive and responsible vendor:

Smartcom	Total Cost	Award (80%)	City Portion (20%)
1) Internet (200 mbps) and Telephone (POTS)	\$27,213.60	\$21,770.88	\$5,442.72

The execution of this contract will allow the City to compete for an E-Rate grant. Award amount is \$21,770.88 (80%) with required local match of \$5,442.72 (20%) for a total project cost of \$27,213.60.

Options

- 1) Authorize contract with E-Rate service provider: Smartcom Telephone, LLC.
- 2) Decline contract authorization, City funds 100% of McAllen Public Library’s Internet and telephone services.

Recommendation

Staff recommends the Authorization of contracts with Smartcom Telephone, LLC.

Tuesday, February 26, 2013

Robert Sanchez

rsanchez@smartcomtelephone.com

SPIN# 143020929

FCCRN: 0008358285

Telecommunication Circuits	Qty	Unit Cost Monthly	Total MTM	Installation One Time Cost	Notes
Basic Telephone Services (POTS lines)	4	\$16.95	\$67.80		Customer may increase POTS lines at the rate quoted on this line item
Internet Access	Qty	Unit Cost Monthly	Total MTM	Installation One Time Cost	Notes
Option 1: Internet Access (100x100)Mbps	1	\$1,500.00	\$1,500.00		Internet Access Services include fiber transport
Option 2: Internet Access (200x200)Mbps	1	\$2,200.00	\$2,200.00		Internet Access Services include fiber transport

Smartcom Telephone, LLC.

Company Name:

Alan Yoder

Print Name and Sign (Company Official)

Date:

STANDARDIZED RECOMMENDATION FORM

City Commission X
Utility Board _____
Other Board _____

Agenda Item 2J
Date Submitted 03/01/13
Meeting Date 03/11/13

1. **Agenda Item:** Supply Contract for the Purchase of Janitorial Products - Project No. 05-12-SP44-144

2. **Party Making Request:** Public Works

3. **Nature of Request:** (Brief Overview) Attachments: X Yes No
Request authorization to award a Supply Contract for the Purchase of Janitorial Products to multiple bidders, Calico Industries, Diversitech Systems & Sales Group, Interboro Packaging Corp., Pyramid School Products, as noted on the attached bid tabulation for a period of one (1) year. 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 if the performance of the successful contractor is satisfactory and the unit prices remain unchanged. In addition, we respectfully request authorization to terminate such contract(s) with City Manager in the event that an awarded vendor fails to meet or perform under the terms and conditions of their Supply Contract. (Bid Tabulation attached)

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

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

Bid Amount: \$32,190.30*

**This supply contract shall be paid by all City Departments out of their line item for Janitorial Products.*

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

7. **Routing:**

	<u>Name/Title</u>	<u>Initial</u>	<u>Date</u>	<u>Concurrence</u>
a.)	C. Sanchez, Dir. Of PW	<u>CAS</u>	<u>03/01/13</u>	<u>YES</u>
b.)	S. Zamora, CPM, Dir. Of Purchasing	_____	_____	_____
c.)	W. Smith, Asst. City Manager	_____	_____	_____
d.)	J.W. Dale, CPA, Finance Director	_____	_____	_____

8. **Staff's Recommendation:** As per above mentioned information.

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

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

11. **City Manager:** MRP Approved Disapprove None

TO: Mike R. Perez, City Manager

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

DATE: March 6, 2013

SUBJECT: Supply Contract for the Purchase of Janitorial Products -
Project No. 02-13-SP11-180

GOAL: Request authorization to award a Supply Contract for the Purchase of Janitorial Products to multiple bidders, Calico Industries from Annapolis, MD (items 8, 12); Central Poly Corp. of Linden NJ (item 13); Diversitech Systems from McAllen, TX (items 1, 6, 7, 9, 17) Interboro Packaging Corp. from Montgomery NY (items 14, 15) Pyramid School Products from Tampa FL (items 2, 3, 4, 5, 10, 11, 16) meeting the requirements of the specifications as noted on the attached bid tabulation for a period of one (1) year. 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 if the performance of the successful contractor is satisfactory and the unit prices remain unchanged. In addition, we respectfully request authorization to terminate such contract(s) with City Manager approval and re-award affected item(s) to the next low bidder meeting the requirements of the specifications, in the event that an awarded vendor fails to meet or perform under the terms and conditions of their Supply Contract.

BRIEF EXPLANATION OF THE ITEM(S): The Purchasing & Contracting solicited sealed bids for the Purchase of seventeen (17) Janitorial Products that are currently being stocked in the Materials Management Division. During solicitation, a total of one hundred eighty (180) bid invitations were mailed out, in addition to local newspaper and the City's website advertising. A total of nine (9) companies responded, with five (5) companies being recommended for award. All awards subject to the "contract termination clause" agreed upon in writing by all recommended vendors below.

HISTORY:

(Estimated) Expense for Items (02/12 – 02/13)	(Anticipated) Expense for Items (03/13 – 03/14)
\$30,203	\$32,190.30

- OPTIONS:**
1. Award as recommended below.
 2. Recommend rejection of bids and direct staff to re-bid project.

RECOMMENDATION: To award multiple supply contracts as depicted below:

COMPANY NAME, CITY	ITEMS RECOMM. FOR AWARD	RECOMM. VENDOR TOTAL.
Calico Industries, Annapolis, MD	8, 12	\$ 836.00
Central Poly Corp., Linden, NJ	13	\$ 670.00
Diversitech Systems & Sales, McAllen, TX	1, 6, 7 ,9, 17	\$ 15,640.70
Interboro Packaging Corp., Montgomery, NY	14, 15	\$ 6,561.20
Pyramid School Products, Tampa, FL	2, 3, 4, 5, 10, 11, 16	\$ 8,482.40
	GRAND TOTAL	\$32,190.30



No	Description	UOM	Qty	FY 11-12 PRICING		COMMENTS	UNIT COST	UNIT COST	COMMENTS	UNIT COST	COMMENTS	UNIT COST	COMMENTS	UNIT COST	COMMENTS	UNIT COST	COMMENTS	UNIT COST	COMMENTS				
				UNIT COST	UNIT COST																		
1	CLOROX, GALLON CONTAINER, 6/CS,(PURE BRIGHT # 59647-21005)	GAL	1200	\$1.84	\$3.94	Austin 360 *Specs* *Sold 6 Gal/Cs Only* *B Delivery*																	
2	SOAP, ANTIBACTERIAL HAND SOAP, 800 MIL. TO FIT SANIFRESH AND CLEAN-N-FRESH DISPENSERS 12 BX/CASE	CS	10	\$27.37																			
3	MOP HEAD, COTTON CUT-END MOPHEAD, 4-PLY, COTTON NARROW BAND MOP #24, 12/BOX	EA	1000	\$2.81	\$2.24	Greenwood *Specs* *Sold 12/Cs Only* *B Delivery*																	
4	MOP HEAD, RAYON, CUT END #24, 12/BOX	EA	360	\$3.06	\$3.34	Greenwood 332 *B Delivery*																	
5	HANDLE, #84 FIBERGLASS MOP HANDLE	EA	60	\$5.41	\$6.84	Greenwood 427 *B Delivery*																	
6	DISINFECTANT, MINT, GALLON CONTAINER, 4 GLLN/CASE READY TO USE	GAL	1450	\$3.25																			
7	REPELLENT, INSECT REPELLENT FOR MOSQUITOES, FLIES, TICKS, FLEAS, 25% DEET, 6 OZ. AEROSOL CAN, 12 CANS/BOX (OFF DEEP WOODS BRAND ONLY)	CN	1050	\$3.31																			
8	PADS, POLISHING, 20, RED, 5/BOX	EA	100	\$2.14	\$2.94	Norton 54279 *Red is buffing,sold 5/cs only* *B Delivery*																	
9	SANITIZER, 2-LITER HAND SANITIZER CONTAINER W/PUMP (4) 2 LITER/CASE.	BTL	200	\$13.55																			
10	PAD, SCRUB SPONGE, 3-5/8 X 6-1/4, 5/BOX	PAD	750	\$0.20	\$0.64	Hydra 24KK7400C *B Delivery*																	
11	FRESHNER, AIR, AEROSOL, 7 OZ. CAN, 12 CANS/BOX	CN	1240	\$1.78																			
12	LINER, RASH, PLASTIC-CLEAR, 24X24, 10-GALLON 6 MIC, 50 BAGS/ROLL, 20 ROLLS/CS., 1000 BAGS/CS.	CS	50	\$9.28	\$10.84	Calico 9970001 *Sample* *B Delivery*																	
13	LINER, TRASH, PLASTIC-CLEAR, 24X33, 16-GALLON 6 MIC, 50 BAGS/ROLL, 20 ROLLS/CS., 1,000 BAGS/CS., SPECIFY QUANTITY/CASE	CS	50	\$14.48	\$14.48	Calico 9970005 *Sample* *B Delivery*																	
14	LINER, TRASH, PLASTIC, BLACK 30X46, 40-GALLON 19 MIC, 250 BAGS/CS., SPECIFY QUANTITY/CASE	CS	200	\$14.94	\$17.44	Calico 99SPCLCS *Sample* *B Delivery*																	
15	LINER, TRASH, PLASTIC, BLACK 33X39, 33-GALLON 23 MIC, 500 BAGS/CS., SPECIFY QUANTITY/CASE	CS	140	\$13.21	\$28.44	Calico 9930622 *Sample* *B Delivery*																	
16	DEODORIZER, PLASTIC URINAL SCREEN WITH PARA-BLOX, 12/BOX	EA	1,080	\$0.90																			
17	BROOM, WAREHOUSE BROOM #36 (QUALITY) - BRAND	EA	120	\$5.14	\$7.54	Greenwood 522 *Specs* *Bidding 522 see spec sheet sold 12/cs only* *B Delivery* *Same as previously awarded*																	
EBID EXCHANGE - ELECTRONIC BID				SUBMITTED				SUBMITTED				SUBMITTED				SUBMITTED				SUBMITTED			
HARDCOPY				SUBMITTED				SUBMITTED				SUBMITTED				SUBMITTED				SUBMITTED			

▲ VENDOR WILL NOT ACCEPT VERBAL ORDERS EMAIL/ P.O.'S TO BIDS@CENTRALPOLY.COM OR FAX TO (908)862-9019
 ▲ ITEM # 14 - \$6.94 (EA)
 ▲ ITEM #15 - \$.10 EA
 ▲ DELIVERY OPTION STATES "B" ON HARDCOPY
 ▲ Does not meet specs

▲ EXCEPTION: ITEMS 3,4,5,7,8,10,11,16, &17 CAN ONLY BE ORDERED IN FULL CASE /BOXES NOT
 ▲ Does not meet specs

Large red watermark text: NONO, RRR, EEE, SSS, PPP, OOO, NNN, SSS, III, VVV

STANDARDIZED RECOMMENDATION FORM

City Commission X
Utility Board
Other Board

Agenda Item 2K
Date Submitted 02/25/13
Meeting Date 03/11/13

1. **Agenda Item:** Supply Contract for the Purchase of Copy Paper - Project No. 02-13-SP12-54

2. **Party Making Request:** Public Works

3. **Nature of Request:** (Brief Overview) Attachments: X Yes No
Request authorization to award a Supply Contract for the Purchase of Copy Paper to the lowest responsive responsible bidder meeting the requirements of the specifications, National Packaging Corporation of So. Kearny, NJ, as noted on the attached bid tabulation for a period of one (1) year. 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 if the performance of the successful contractor is satisfactory and the unit prices remain unchanged. In addition, we respectfully request authorization to terminate such contract(s) with City Manager in the event that an awarded vendor fails to meet or perform under the terms and conditions of their Supply Contract. (Bid Tabulation attached)

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

5. **Budgeted:** X Yes No N/A
Bid Amount: \$41,250.00*

**This supply contract shall be paid by all City Departments out of their line item for Office Supplies. From 02/01/12 to 02/01/13 the City of McAllen spent approximately \$56,075.00 for the purchase of Copy Paper.*

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

7. **Routing:**

	<u>Name/Title</u>	<u>Initial</u>	<u>Date</u>	<u>Concurrence</u>
a.)	C. Sanchez, P.E., CFM, Dir. Of PW	<u>CAS</u>	<u>03/04/13</u>	<u>YES</u>
b.)	S. Zamora, CPM, Dir. Of Purchasing	<u> </u>	<u> </u>	<u> </u>
c.)	W. Smith, Asst. City Manager	<u> </u>	<u> </u>	<u> </u>
d.)	J.W. Dale, CPA, Finance Director	<u> </u>	<u> </u>	<u> </u>

8. **Staff's Recommendation:** Staff recommends Award of Supply Contract for the Purchase of Copy Paper to the lowest responsive responsible bidder meeting the requirements of the specifications, National Packaging Corporation of So. Kearny, NJ for the purchase price of \$27.50 per a 10 ream case for a period of one year with the option to extend two (2) additional years, in one (1) year increments, with City Manager approval.

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

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

11. **City Manager:** MRP Approved Disapprove None

TO: Mike R. Perez, City Manager

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

DATE: March 6, 2013

SUBJECT: Supply Contract for the Purchase of Copy Paper -
Project No. 02-13-SP12-54

GOAL

Request authorization to award a Supply Contract for the Purchase of Copy Paper to the lowest responsive responsible bidder meeting the requirements of the specifications, National Packaging Corp. of So. Kearny, NJ as noted on the attached bid tabulation for a period of one (1) year. 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 if the performance of the successful contractor is satisfactory and the unit prices remain unchanged. In addition, we respectfully request authorization to terminate such contract(s) with City Manager approval and re-award affected item(s) to the next low bidder meeting the requirements of the specifications, in the event that an awarded vendor fails to meet or perform under the terms and conditions of their Supply Contract.

BRIEF EXPLANATION OF THE ITEM(S)

On February 5, 2013 Purchasing & Contracting solicited sealed bids for the Purchase of Copy Paper for inventory at the Materials Management Division. A total of fifty four (54) bid invitations were sent out, in addition to newspaper and the City's website advertising. A total of seven (7) companies responded to our solicitation for bids.

HISTORY:

(Estimated) Expense for Items (02/12 to 02/13)	(Anticipated) Expense for Items (03/13 to 03/14)
\$56,075.00	\$41,250.00

OPTIONS:

1. Award as recommended below.
2. Recommend rejection of bids and direct staff to re-bid project.

RECOMMENDATION:

Staff recommends award of Supply Contract to National Packaging Corporation of So. Kearny, NJ for the purchase of Copy Paper at a price of \$27.50 per case.



BID OPENING: FEBRUARY 5, 2013 AT 4:00 P.M.
 LOCATION: CONFERENCE ROOM

PROJECT #02-13-SP12-24 SUPPLY CONTRACT FOR THE PURCHASE OF COPY PAPER

BIDDERS:	TYPE	UOM	QTY	NATIONAL PACKAGING CORP. SO. KEARNY, NJ	STANDARD SUPPLY HIDALGO, TX	XPEDX HOUSTON, TX	QUILL CORPORATION LINCOLNSHIRE, IL	BUFFALO BUSINESS PRODUCTS N	XEROX CORPORATION N	A W OFFICE SUPPLIES N
BASE BID: PAPER, 8 1/2 X 11, LETTER SIZE, HIGH-SPEED COPY PAPER, 20 LB., 92 BRIGHT, 500 SHEETS/REAM, 10 REAMS/CASE. TERM: 1 YR. CONTRACT BRAND:	BASE	CS	1,500	★ \$27.50 PAPERLINE	\$29.50 XEROGRAPHIC	\$30.60 VECTOR MULTI-PURPOSE SMOOTH Item: 2368365	\$32.90 QUILL	O N - R E S P O N NOT SPECIFIED	O N - R E S P O N Xerox 4200 3r2047	O N - R E S P O N Xerox3R2047
ALT. BID: PAPER, 8 1/2 X 11, LETTER SIZE, HIGH-SPEED COPY PAPER, 20 LB., 92 BRIGHT, 500 SHEETS/REAM, 10 REAMS/CASE. TERM: 6 MONTHS BRAND:	ADD	CS	1,500	\$27.50 PAPERLINE	\$29.50 XEROGRAPHIC	\$30.60 VECTOR MULTI-PURPOSE SMOOTH Item: 2368365	\$34.90 QUILL	S P O N NOT SPECIFIED	S P O N Xerox 4200 3r2047	S P O N Xerox3R2047
DELIVERY				w/in 10 BUSINESS DAYS	w/in 3-5 BUSINESS DAYS	NOT SPECIFIED	DELIVERY AS SPECIFIED IN VENDORS BID.	w/in 10 BUSINESS DAYS	NOT SPECIFIED	NOT SPECIFIED

VENDOR BID PRICES & FREE SHIPPING GOOD THRU JUNE 30, 2013

NO HARD COPY SUBMITTED
 B, Pricing is per truckload, 22 pallets

NO HARD COPY SUBMITTED

NO HARD COPY SUBMITTED

STANDARDIZED RECOMMENDATION FORM

City Commission X
 Utility Board _____
 Other Board _____

Agenda Item 2L
 Date Submitted 03/01/13
 Meeting Date 03/11/13

1. **Agenda Item:** Award of a Service Contract for Tire Repair Services -Project No. 02-13-S36-11

2. **Party Making Request:** Public Works

3. **Nature of Request:** (Brief Overview) Attachments: X Yes No
Request authorization to award a Service Contract for Tire Repair Service to the low bidder, Oyervides Tire Service from Mission, Texas.

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

5. **Budgeted:** X Yes No
**This service contract shall be paid by all City Departments from respective line item expense accounts for Vehicle Maintenance. The City spent approximately \$65,353.00 in a period of one (1) year (02/01/12 to 01/31/13).*

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

7. **Routing:**

	<u>Name/Title</u>	<u>Initial</u>	<u>Date</u>	<u>Concurrence</u>
a.)	C. Sanchez, Dir. Of PW	<u>CAS</u>	<u>03/01/13</u>	<u>YES</u>
b.)	S. Zamora, CPM, Dir. Of Purchasing	_____	_____	_____
c.)	W. Smith, Asst. City Manager	_____	_____	_____
d.)	J.W. Dale, CPA, Finance Director	_____	_____	_____

8. **Staff's Recommendation:** Staff recommends award of a Service Contract for Tire Repair Services to the low bidder, Oyervides Tire Service from Mission, TX, for a period of one (1) year for prices listed as per the attached bid tabulation. If approved, staff is requesting authorization with City Manager approval, to exercise the option to extend the contract for four (4) additional years, in one (1) year increments, subject to the performance of the successful contractor being satisfactory and the unit price(s) remaining firm. In addition, we respectfully request authorization to terminate such contract(s) with City Manager approval and re-award affected item(s) to the next low bidder meeting the requirements of the specifications, in the event that the awarded vendor fails to meet or perform under the terms and conditions of their Service Contract.

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

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

11. **City Manager:** MRP Approved Disapprove None



PUBLIC WORKS
MEMORANDUM

TO: Mike R. Perez, City Manager

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

DATE: March 1, 2013

SUBJECT: Award of Service Contract for Tire Repair Services
Project No: 02-13-S36-11

Goal:

Request authorization to award a Service Contract for tire repair service to Oyervides Tire Service, Mission, Texas meeting the requirements of the specifications as noted on the attached bid tabulation.

Explanation:

The Public Work's Fleet Operations Department and the Purchasing & Contracting Department solicited formal bids on February 13, 2013 for the above service. Tire repair services are conducted as needed to effect both on- and off-road repairs to tires on City vehicles, equipment, and trailers. Three respondents submitted bids; one respondent, GCR Tire Center, was identified as non-responsive for failure to submit hard copy and acknowledgement of addendum (see attached bid tabulation).

Options/Alternatives:

The City can elect to reject all bids and re-solicit proposals for this project.

Recommendation:

Staff recommends authorization to award a Service Contract for tire repair services to the lowest bidder Oyervides Tire Service, from Mission, TX, meeting the requirements of the specifications. If approved, initial term shall be for a period of one (1) year. If awarded, staff is requesting authorization, with City Manager approval, to exercise the option to extend the contract for four (4) additional terms, in one (1) year increments, subject to the performance of the successful respondent being satisfactory and the unit prices remaining unchanged.















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



Solicitation: 02-13-S36-11 Service Contract for Tire Repair

Bid Opening: February 21, 2013 at 4:00 PM


















Location: Conference Room (2nd floor) McAllen City Hall

No.	Internal Ref. No.	Description	PREVIOUS PRICING	 OYERVIDES TIRE SERVICE MISSION, TX	SOUTHERN TIRE MART COLUMBIA, MS	GCR TIRE CENTER
1	928-82-01001	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR A PASSENGER VEHICLE/LIGHT TRUCK ON-ROAD TIRE ALL SIZES 13" THROUGH 20" (PLUGS ARE NOT ACCEPTABLE)	\$10.00	 \$10.00	\$10.00	N O N - R E S P O N S I V E
2	928-82-01002	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR A PASSENGER VEHICLE/LIGHT TRUCK ON-ROAD TIRE ALL SIZES 21" THROUGH 24" (PLUGS ARE NOT ACCEPTABLE)	\$10.00	 \$10.00	\$20.00	
3	928-82-02001	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR A LIGHT OFF-ROAD TIRE ALL SIZES 13" THROUGH 17" (PLUGS ARE NOT ACCEPTABLE)	\$10.00	 \$10.00	\$10.00	
4	928-82-03001	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR MEDIUM DUTY ON-ROAD 225/70R19.5 SIZE TIRE (PLUGS ARE NOT ACCEPTABLE)	\$16.00	 \$26.00	\$25.00	
5	928-82-03002	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR MEDIUM DUTY ON-ROAD 245/75R19.5 SIZE TIRE (PLUGS ARE NOT ACCEPTABLE)	\$16.00	 \$26.00	\$25.00	
6	928-82-04001	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR MEDIUM OFF-ROAD TIRE ALL SIZES 14" THROUGH 17.5" (MOWER ATTACHMENTS) (PLUGS ARE NOT ACCEPTABLE)	\$10.00	 \$10.00	\$45.00	
7	928-82-05001	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR HEAVY ON-ROAD TIRE 215/75R17.5 (LOW BOY TRAILER) (PLUGS ARE NOT ACCEPTABLE)	\$16.00	 \$26.00	\$25.00	
8	928-82-05002	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR HEAVY ON-ROAD TIRE ALL SIZES 22.5" (PLUGS ARE NOT ACCEPTABLE)	\$16.00	 \$26.00	\$25.00	
9	928-82-05003	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR HEAVY ON-ROAD TIRE ALL SIZES 24.5" (PLUGS ARE NOT ACCEPTABLE)	\$16.00	 \$26.00	\$25.00	
10	928-82-06001	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR HEAVY OFF-ROAD TIRE SIZE 9.00-20 (PLUGS ARE NOT ACCEPTABLE)	\$50.00	 \$10.00	\$25.00	
11	928-82-06002	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR HEAVY OFF-ROAD TIRE SIZE 14.9-24 (PLUGS ARE NOT ACCEPTABLE)	\$50.00	 \$25.00	\$35.00	
12	928-82-06003	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR HEAVY OFF-ROAD TIRE SIZE 14.00-24 (PLUGS ARE NOT ACCEPTABLE)	\$50.00	 \$25.00	\$50.00	
13	928-82-06004	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR HEAVY OFF-ROAD TIRE SIZE 15.5-25 (PLUGS ARE NOT ACCEPTABLE)	\$50.00	 \$50.00	\$45.00	

Solicitation: 02-13-S36-11 Service Contract for Tire Repair

Bid Opening: February 21, 2013 at 4:00 PM

Location: Conference Room (2nd floor) McAllen City Hall

No.	Internal Ref. No.	Description	PREVIOUS PRICING	 OYERVIDES TIRE SERVICE MISSION, TX	SOUTHERN TIRE MART COLUMBIA, MS	GCR TIRE CENTER	
14	928-82-06005	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR HEAVY OFF-ROAD TIRE SIZE 17.5-25 (PLUGS ARE NOT ACCEPTABLE)	\$50.00	 \$50.00	\$85.00	N O N - R E S P O N S I V E	
15	928-82-06006	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR HEAVY OFF-ROAD TIRE SIZE 18.4-R30 (PLUGS ARE NOT ACCEPTABLE)	\$50.00	 \$50.00	\$80.00		
16	928-82-06007	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR HEAVY OFF-ROAD TIRE SIZE 18.4-R34 (PLUGS ARE NOT ACCEPTABLE)	\$50.00	 \$50.00	\$80.00		
17	928-82-06008	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR HEAVY OFF-ROAD TIRE SIZE 18.4-R46 (PLUGS ARE NOT ACCEPTABLE)	\$50.00	 \$50.00	\$80.00		
18	928-82-06009	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR HEAVY OFF-ROAD TIRE SIZE 19.5L-24 (PLUGS ARE NOT ACCEPTABLE)	\$50.00	 \$50.00	\$50.00		
19	928-82-06010	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR HEAVY OFF-ROAD TIRE SIZE 20.5-25 (PLUGS ARE NOT ACCEPTABLE)	\$50.00	 \$50.00	\$95.00		
20	928-82-06011	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR HEAVY OFF-ROAD TIRE SIZE 21L-24 (PLUGS ARE NOT ACCEPTABLE)	\$50.00	 \$50.00	\$50.00		
21	928-82-06012	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR HEAVY OFF-ROAD TIRE SIZE 23-L26 (PLUGS ARE NOT ACCEPTABLE)	\$50.00	 \$50.00	\$60.00		
22	928-82-06013	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR HEAVY OFF-ROAD TIRE SIZE 28-L26 (PLUGS ARE NOT ACCEPTABLE)	\$50.00	 \$50.00	\$60.00		
23	928-82-06014	COST TO REPLACE WORN/DAMAGED AND/OR REPAIR FLAT TIRE FOR HEAVY OFF-ROAD TIRE SIZE 320/85-R24 (PLUGS ARE NOT ACCEPTABLE)	\$50.00	 \$25.00	\$85.00		
24	928-82-07001	VALVE STEMS	\$6.50	 \$2.50	\$4.50		
25	928-82-07002	BOOTS	\$10.00	 \$2.50	\$20.00		
26	928-82-07003	O-RINGS	\$10.00	 \$2.50	\$18.00		
27	928-82-08001	OPTIONAL COST (TO BE PRE-APPROVED): GONE ON ARRIVAL CHARGE (PER OCCURRENCE)	N/A	 \$20.00	\$45.00		
28	928-82-08002	OPTIONAL COST (TO BE PRE-APPROVED): STAND-BY TIME (PER HOUR)	\$30.00	 \$30.00	\$45.00		
29	928-82-09001	TRIP CHARGE/MILEAGE (FOR SERVICES RENDERED OUTSIDE OF CITY LIMITS) COST PER MILE	\$1.00	 \$1.00	\$1.00		
ELECTRONIC SUBMITTAL :				SUBMITTED	SUBMITTED		SUBMITTED
HARD COPY SUBMITTAL :				SUBMITTED	SUBMITTED		NOT SUBMITTED
ADDENDUM 1 :				ACKNOWLEDGED	ACKNOWLEDGED		NOT SUBMITTED

STANDARDIZED RECOMMENDATION FORM

City Commission X
Utility Board _____
Other Board _____

Agenda Item 2M
Date Submitted 03/01/13
Meeting Date 03/11/13

1. **Agenda Item:** Award of Contract – Service Contract for the Grinding of Brush and Wood Waste – Project No. 02-13-S35-56.

2. **Party Making Request:** Public Works

3. **Nature of Request:** (Brief Overview) Attachments: X Yes No
Consideration and approval of award of bid for Service Contract for Grinding of Brush and Wood Waste to bidder, Austin Wood Recycling, Cedar Park, Texas for Base Bid 2 in the amount of \$.94 per cubic yard (CY) and Alternate Bid 1 (Double Grinding) in the amount of \$1.50 / CY. (See attached tabulation sheet)

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

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

Sanitation Fund FY '12 - '13

Rental & Contractual \$210,000.00 500-4250-444-63-52

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

7. **Routing:**

<u>Name/Title</u>	<u>Initial</u>	<u>Date</u>	<u>Concurrence</u>
a.) C. Sanchez, Dir. Of PW	<u> CAS </u>	<u>03/05/13</u>	<u> YES </u>
b.) S. Zamora, CPM, Dir. Of Purchasing	_____	_____	_____
c.) W. Smith, Asst. City Manager	_____	_____	_____
d.) J.W. Dale, CPA, Finance Director	_____	_____	_____

8. **Staff's Recommendation:** Staff recommends award of purchase contract to the low bidder, Austin Wood Recycling, Cedar Park, TX for Base Bid 2 in the amount of \$0.94 per cubic yard (CY) and Alternate Bid 1 (Double Grinding) in the amount of \$1.50 / CY. Upon City Commission approval, contract term shall be for a period of one (1) year from official date of award. If awarded, staff requests authorization, with City Manager's approval, to exercise the option to extend the contract for four (4) additional years, in one (1) year increments, subject to the performance of the successful vendor being satisfactory and the unit price remaining unchanged. In addition, we respectfully request authorization to terminate such contract with the City Manager's approval and re-award affected service(s) to the next low bidder meeting the specifications and requirements, in the event that the awarded vendor fails to meet or perform under the terms and conditions of their Service Contract.

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

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

11. **City Manager:** MRP Approved Disapprove None

To: Mike R. Perez, City Manager

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

Date: March 1, 2013

Subject: Award of Contract – Service Contract for Grinding of Brush and Wood Waste
Project No. 02-12-S35-56

Goal:
Request authorization to award a Service Contract for the Grinding of Brush and Wood Waste to low bidder Austin Wood Recycling of Cedar Park, Texas as noted on the attached bid tabulation.

Brief Explanation:
The City's Composting Facility grinds, screens, and composts vegetative solid waste to include brush. By grinding and then composting the brush/yard trimming rather than transporting to the landfill, the City realizes a cost avoidance of approximately \$610,694.00 (FY '11-'12). Additionally, the City sells the compost to landscapers, farmers, and residents. Compost sales for FY '11-'12 were \$181,771.39. The City is proactive in promoting sustainable practices such as composting the City's brush and vegetative waste rather than disposing in a landfill.

Public Works through the Purchasing & Contracting Department solicited formal bids for the service contract for the Grinding of Brush & Wood Waste and received a total of four (4) responses from four (4) separate vendors. Four vendors submitted Base Bids (1) ranging from \$.94 per cubic yard (CY) to \$1.25 per CY for twice year grinding services. Bids (base bids 2 and 3) were also requested for quarterly and monthly grinding respectively. Additionally, the vendors submitted Alternate Bids for double grinding up to 10,000 CY and coloring the double ground material up to 10,000 CY. Austin Wood Recycling, Cedar Park, Texas is the low bidder meeting specifications and requirements outlined during the solicitation process for Base Bid 1 – twice yearly grinding (bid tabulation attached).

Historical Summary:

(Estimated) Expense for Items (12/11 – 12/12)	(Anticipated) Expense for Items (03/13 – 03/14)
\$162,120.00	\$180,000.00

- Options:**
- 1) The City Commission may elect to award the Base Bid 2 and Alternate Bid No. 1 to Austin Wood Recycling, Cedar Park, Texas as recommended below.
 - 2) Reject & re-bid project in efforts to solicit lower bids.

Recommendation:
Staff recommends award of Service Contract for the Grinding of Brush and Wood Waste to Austin Wood Recycling of Cedar Park, Texas for Base Bid 2 at a unit cost of \$0.94 per cubic yard and Alternate Bid 1 – Double Grind at a unit cost of \$1.50 per cubic yard. Upon City Commission approval, term of contract shall be for a period of one (1) year from official date of award. If awarded, staff is requesting authorization, with City Manager Approval, to exercise the option to extend the contract for four (4) additional years, in one (1) year increments, subject to the performance of the successful vendor(s) being satisfactory and the unit price(s) remaining unchanged. In addition, we respectfully request authorization to terminate such contract(s) with City Manager approval and re-award affected service(s) to the next low bidder meeting the requirements of the specifications, in the event that the awarded vendor fails to meet or perform under the terms and conditions of their Service Contract.



CITY OF McALLEN

**BID OPENING - FEBRUARY 14, 2013 AT 3:00 P.M.
CITY HALL-LARGE CONFERENCE ROOM (2ND FLOOR)**

CREATED BY: EAM 01/15/13

Project No. 02-13-S35-56 Service Contract for Grinding of Brush and Wood Waste					ASPLUNDH JACKSONVILLE, FL.	★ AUSTIN WOOD RECYCLING CEDAR PARK, TX.	TAG GRINDING SERVICE, INC. DADEVILLE, AL.	THELIN RECYCLING COMPANY, LP. FORT WORTH, TX
No.	Description	UOM	QTY	FY2011-2012 PRICING (UNIT PRICE)	Unit Price	Unit Price	Unit Price	Unit Price
1	BASE BID NO. 1 - SEMI-ANNUAL VISITS (Every (6) Months per Year). Specify (within comment area) number of days to set-up equipment at City site after staff notifies successful Contractor that services are needed (not to exceed 30 days). Cost per Cubic Yard:	CY	115000	ITEM NOT AWARDED \$1.00	\$0.99	★ \$0.94	\$1.25	\$1.10
2	BASE BID NO. 2 - QUARTERLY VISITS (Every (3) Months) Cost per Cubic Yard:	CY	45000	\$1.00	\$1.10	★ \$0.94	\$1.75	\$1.30
3	BASE BID NO. 3 - MONTHLY VISITS (12 visits per Year). Cost per Cubic Yard:	CY	14000	ITEM NOT AWARDED \$1.50	\$1.56	★ \$1.43	\$2.25	\$3.00
4	ALTERNATE BID NO. 1 - Double Grind the material. Cost per Cubic Yard	CY	10000	\$1.50	\$1.56	★ \$1.50	\$3.50	\$1.60
5	ALTERNATE BID NO. 2a - Color the double ground material - Red brown colorant. Cost per Cubic Yard.	CY	10000	ITEM NOT AWARDED NOT SPECIFIED	\$9.63	\$11.00	\$12.00	NO BID
6	ALTERNATE BID NO. 2b - Color the double ground material - Red brown colorant. Sample of the calculation formula: _____ (cost/hr) x 10,000 CY = \$_____):	HR	1	ITEM NOT AWARDED NOT SPECIFIED	NOT SPECIFIED	\$11.00 /70hrs= .1572x10,000=\$1572.00/hr	100 yds per hour at \$12 per hour for \$1200 per hour	NO BID
NO. OF DAYS TO SET UP EQUIPMENT					NOT ACKNOWLEDGED	14 DAYS	14 DAYS	10 DAYS
ADDENDUM NO. 1					NOT ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED
ELECTRONIC BID					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED
SEALED HARCOPY BID					SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM _____
DATE SUBMITTED 03/05/13
MEETING DATE 03/11/13

1. Agenda Item: Consider and Approve Change Order #1 for the McAllen-Hidalgo International Bridge N.B. Pedestrian Canopies Project.

2. Party Making Request: Engineering Department

3. Nature of Request: (Brief Overview) Attachments: X Yes _____ No _____
 Contractor submitted various extra work items. Upon staff review, items were considered for compensation. Extra work to be performed at a cost of \$7,080.00 and scheduling conflict with IBWC project requires additional 30 work day extension.

4. Policy Implication: _____

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

FUNDING SOURCE 566-8708-436.66-30 CA1004

Contract Amount	\$	716,000.00	
Proposed Change Order #1	\$	7,080.00	30 Days
Revised Contract Amount	\$	723,080.00	

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> 3/5/13 </u>	<u> YES </u>
--	---------------	-------------------	----------------

b.) Rigo Villarreal, Bridge Superintendent	_____	_____	_____
--	-------	-------	-------

8. Staff Recommendation: Approval of Change Order No. 1 in the amount of \$7,080.00 and thirty (30) additional work days is recommended to Celso Gonzalez Construction.

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

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

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

To: Mike R. Perez, City Manager

From: Yvette Barrera, P.E., CFM, City Engineer *YVB*

Date: March 5, 2013

Subject: **Bridge Pedestrian Canopy Northbound Phase III
Project No. 12-11-C05-132**

Goal

Consider and authorize approval of Change Order #1 for the McAllen-Hidalgo Bridge Pedestrian Canopy Northbound Phase III project.

Explanation

Celso Gonzalez Construction (CGC) submitted a revised proposal (attached) for extra work in the amount of \$13,820 and 30 additional days to perform items. Current wrought iron fencing is misaligned and requires removal to accommodate proposed canopy. Item was not addressed as per design plan. We have coordinated with appropriate agencies and gained approval for perimeter security. In lieu of re-erecting, fence shall be permanently removed; however, expanded metal will be required for surety. In addition, TDLR (Tx. Dept. of Licensing and Regulation) comments were received. They are requiring an inner hand rail be added to meet newly implemented ADA Standards [Item 7] the following items were considered as additional work.

Extra Work Items

1. Additional piers	\$ 1,540.00
2. Additional sidewalk	\$ 645.00
3. Wrought iron fence (permanently remove: +razor wire; +expanded metal)	\$ 3,500.00
5. Credit louvers	(\$ 4,150.00)
6. ADA hand railing	\$ 4,800.00
7. Pedestrian ramp	\$ 745.00
	<u>\$ 7,080.00</u>

Also, due to scheduling conflicts with IBWC Levee Project, pedestrian traffic cannot be safely accommodated to render work at subject location simultaneously. SBBI is scheduled to install final phase of gate no later than March 8, 2013. Staff recommends adding 30 work days (6 rain days + 24 additional days) to accommodate extra work. Considering a possible need for additional days to be added if circumstances persist beyond CGC's control.

Recommendation

Based upon review of this office, approval of Change Order #1 in the amount of \$7,080.00 and thirty (30) additional work days is recommended to Celso Gonzalez Construction. This revises contract amount to \$723,080.00 and project completion date to April 9, 2013.

celso gonzalez
construction, inc.
"Since 1957"

February 28, 2013

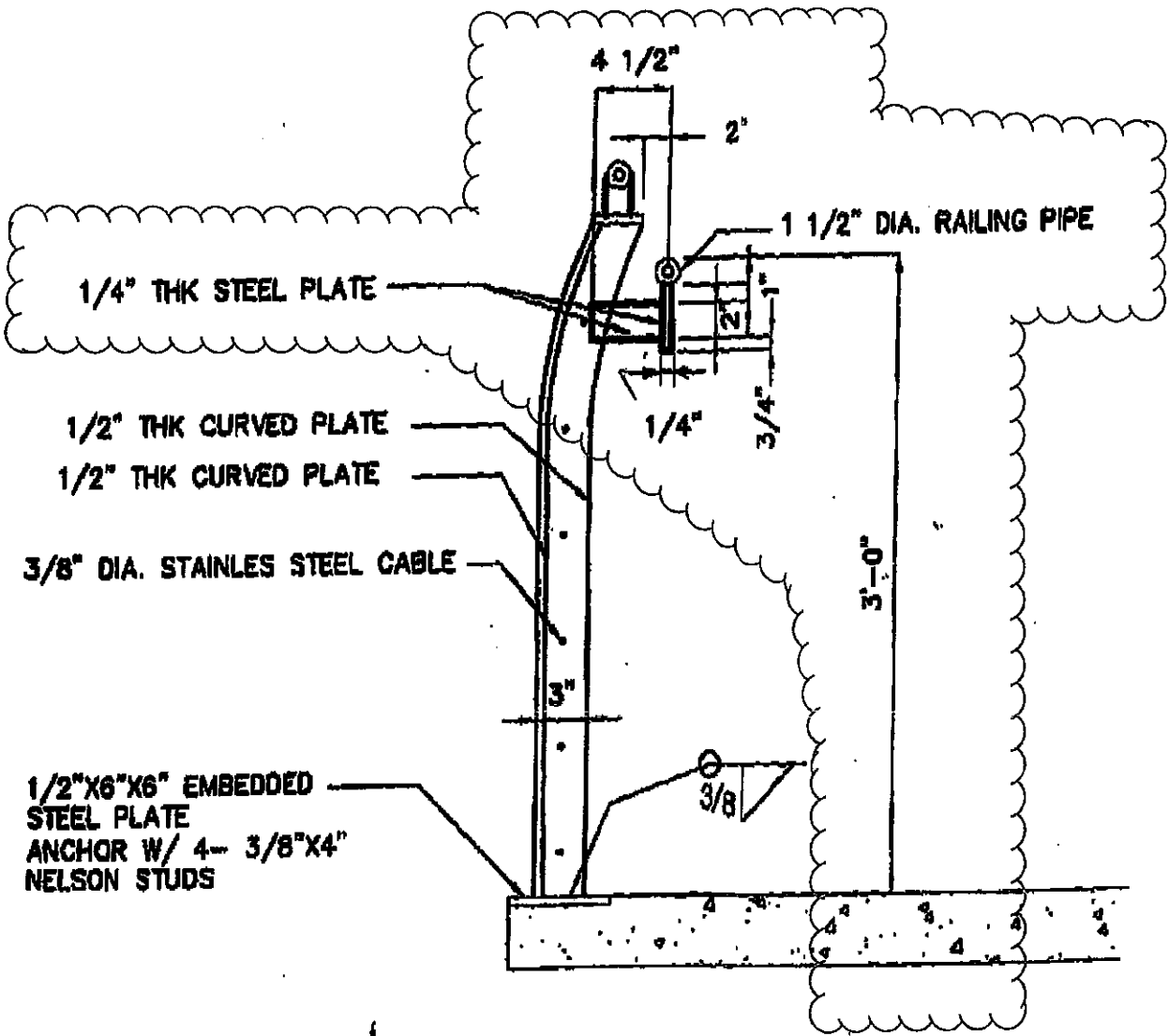
Ramon Navarro
City of McAllen
Engineering Department

Re: Extra Work Change Order Request - **Revised**
McAllen Hidalgo Pedestrian Bridge Canopies, Phs III

Mr. Navarro,

Outlined below is a list of credits and debits with respect to the project referenced above. We respectfully ask for a change order to accommodate this work.

1. **Additional piers** – The construction documents call for 34 drilled piers to be installed but as determined by the existing conditions we will need to install an additional 2 piers for a total of 36. *This will incur an additional cost of \$770 per pier for a total cost of **\$1540.00**.*
2. **Patch Rip Rap** -Along column Line A we were directed to cut into the existing rip rap to accommodate the location of the columns. We have incurred additional expense to cut into the rip rap and will incur additional cost to patch-up 14 cuts. *We are looking at a cost of \$185 per cut and patch up for a total cost of **\$2590.00**.*
3. **Additional Sidewalk** – columns along Line B were in conflict with the existing 14-foot wrought iron fence so we were directed to move alignment of Line B out 18". This caused an addition to the sidewalk. *We poured an extra 215 sf of sidewalk for a cost of **\$645.00**.*
4. **Third party contractor in conflict** – With the construction of the IBWC floodgate we have encountered a delay not outlined in our construction contract. We have had to break our project into two phases requiring significant delays and additional mobilization expense. The layout and construction of Line C canopies began on Wednesday, December 12, 2012. *We are requesting an **additional 30 working days** to be added to the completion date of our contract.*
5. **Removal of 12-foot wrought iron fence** – At the intersection of Line B and C there exist an alignment conflict with the existing wrought fence that is not to be removed. If this fence is not removed, or relocated, the alignment of Line C will be skewed off line about 18". The fence has to be temporarily relocated for Border Patrol/Customs security reasons. This fence removal was never indicated on the construction contract. Remove wrought iron fence - \$500, install 30' of razor wire on top of canopies - \$850, install 30' section galvanized expanded metal fencing in lieu of the fused chain link fence at this location - \$2350.00. Total cost of **\$3500.00**
6. **Credit** – Credit to the owner of **\$4150.00** for the removal of Column 35, cross bars and three louvers.
7. **ADA hand railing**. As per additional ADA hand rail request section of columns 1-14 and 15-32 - **\$4800.00**



GUARD RAIL SECTION
 SCALE: 4"=1'-0"



ENGINEERING DEPARTMENT
MEMORANDUM

To: Mike R. Perez, City Manager

From: Yvette Barrera, PE, CFM, City Engineer

A handwritten signature in black ink, appearing to read "Yvette Barrera", with a long horizontal stroke extending to the right.

Date: March 4, 2013

Subject: License Agreement w/ GSA for Outbound Primary Inspection Facilities at Anzalduas Port of Entry

GOAL

Review and Consideration of license agreement to allow U.S. General Services Administration (GSA) to construct and maintain outbound inspection facilities on City of McAllen right-of-way at Anzalduas Land Port of Entry

EXPLANATION

Consideration of License Agreement to United States of America, General Services Administration to allow the construction and maintenance of a set of canopy structures, inspection booths, equipment gantries, signage and underground infrastructure on the outbound right of way at the Anzalduas Land Port of Entry.

RECOMMENDATION

Based upon review of this office, the Legal Department and a favorable recommendation from the Anzalduas Bridge Board, staff recommends approval of license agreement with GSA.

LICENSE AGREEMENT

STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS

COUNTY OF HIDALGO §

The **CITY OF MCALLEN**, of Hidalgo County, Texas, (**LICENSOR**) for and in consideration of the sum of FIVE AND NO/100THS (\$5.00) DOLLARS and other good and valuable consideration to it in hand by **UNITED STATES GENERAL SERVICES ADMINISTRATION (LICENSEE)** the receipt of which is hereby acknowledged and confessed, has **GRANTED** and **ISSUED** and by these presents does **GRANT** and **CONVEY** to United States General Services Administration (GSA) a license for the purpose of the construction and operation of a set of canopy structures, inspection booths, equipment gantries, signage and underground infrastructure on a portion of outbound City right of way at the outbound at the Anzalduas Port of Entry (Anzalduas POE). The improvements are necessary to support the department of Homeland security, Customs and Border Protection's (DHS-CBP) inspection of outbound vehicular traffic. It being understood and agreed that LICENSEE assumes full responsibility for maintenance and operation of said security enhancements, and it is further provided that no other permanent improvement of whatsoever nature shall be placed on the right-of-way property covered herein. The property and permitted security enhancements are more fully described as follows:

A portion of the outbound right-of-way at the Anzalduas Land Port of Entry, McAllen, Texas as shown on survey (Exhibit "A"), legal description (Exhibit "B") and Site Plan C1.01 (Exhibit "C"), attached hereto and made a part hereof for all purposes.

See Exhibit "X" attached hereto and made a part thereof, for detail

The license granted by this agreement shall be effective for so long as LICENSEE shall maintain the premises covered by the License Agreement. Should LICENSEE fail to so maintain the premises, or the security enhancements, the LICENSOR may, subject LICENSEE's right to cure provided herein, terminate this License Agreement and remove the security enhancements and charge GSA for restoration of the roadway to the standard as provided, (Exhibit "X"), or seek any other remedy suitable to Licensor.

LICENSOR reserves the right to use of the right-of-way for public utility and drainage purposes or any other purpose common to same.

LICENSEE hereby agrees to restore the property covered herein to its original condition upon the expiration or termination hereof and in any event not later than thirty (30) days after LICENSOR makes demand for same. LICENSOR may enter upon the premises covered hereby and restore the property the same for the purposes stated above without damages being owed to LICENSEE upon LICENSEE'S failure to abandon the premises and LICENSEE shall then be liable to LICENSOR for the reasonable costs of restoration and in any event shall pay the same not later than thirty (30) days after City makes demand for same.

LICENSEE, being an agency of the United States government, is self-insured.

LICENSEE shall be responsible to the extent provided under applicable law for all claims with respect to LICENSEE's use of the licensed property during the term of this Agreement.

In accordance with the terms and subject to the conditions, limitations, and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 U.S.C. § 2671 et seq.) ("Tort Claims Act"), LICENSEE shall be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of any employee of LICENSEE while acting within the scope of his office or employment under the circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend LICENSEE's liability beyond that existing under the Tort Claims Act at the time of such act or omission, or to preclude LICENSEE from using any defense available at law or in equity.

LICENSEE agrees to require that its contractors who perform work on the licensed property to maintain and have in effect commercial general liability insurance with (i) all risk coverage, (ii) waiver of subrogation, and (iii) limits of not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death and property damage. LICENSEE shall deliver to LICENSOR a copy of the certificate of insurance effectuating the insurance required hereunder prior to the commencement of such work which certificate shall provide that such insurance shall not be terminated or modified without at least thirty days prior notice to LICENSOR.

In the event that LICENSEE fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the LICENSOR shall give LICENSEE written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. LICENSEE shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if LICENSEE does not satisfactorily remedy the same within the thirty (30) day period, the LICENSOR shall have the right to terminate this Agreement.

Any notice required or given in connection with this Agreement shall be deemed delivered 3 days after it is deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addresses to the recipient at the following address:

If to the LICENSOR:

City of McAllen
c/o Mike Perez
City Manager
1300 Houston St.
McAllen, TX 78501

If to the LICENSEE:

U.S. General Services Administration
Public Buildings Service
Portfolio Management
819 Taylor Street (7PT)
Fort Worth, TX 76012

This License Agreement may be recorded in the Official Records of Hidalgo County where the land is located.

WITNESS our hands this ____ day of _____, 2013.

LICENSOR:

City of McAllen

By _____

Title _____

LICENSEE:

UNITED STATES GENERAL SERVICES
ADMINISTRATION

By _____

Title _____

Approved as to form:

Gary Henrichson, Assistant City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on _____, 2013 by _____, _____ on behalf of the City of McAllen, Hidalgo County, State of Texas.

Notary Public - State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on _____, 2013 by _____, Contracting Officer on behalf of the United States General Services Administration.

Notary Public - State of Texas

Exhibit "B" (1 of 2)

LEGAL DESCRIPTION

BEING a 2.655 acre tract of land situated in the Francisco Cantu Survey, Abstract Number 52, City of Mission, Hidalgo County, Texas, and being part of Lot 2, ANZALDUAS BRIDGE SUBDIVISION, an addition to the City of Mission as recorded in Volume 53, Page 33, Map Records of Hidalgo County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod for the northwest corner of said ANZALDUAS BRIDGE SUBDIVISION;

THENCE South 81 degrees 23 minutes 40 seconds East with the north line of said ANZALDUAS BRIDGE SUBDIVISION, a distance of 539.77 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") on the north line of said Lot 2, for the POINT OF BEGINNING and the northwest corner of this tract described herein;

THENCE South 81 degrees 23 minutes 40 seconds East, with the north line of said Lot 2, a distance of 88.45 feet to a 1/2-inch set iron rod with cap for the northeast corner of this tract described herein;

THENCE over and across said Lot 2 the following bearings and distances:

South 08 degrees 31 minutes 08 seconds West, a distance of 264.62 feet to a 1/2-inch set iron rod with cap for a corner of this tract described herein;

South 25 degrees 10 minutes 33 seconds West, a distance of 363.47 feet to a 1/2-inch set iron rod with cap for a corner of this tract described herein;

South 08 degrees 31 minutes 08 seconds West, a distance of 425.79 feet to a 1/2-inch set iron rod with cap for the southeast corner of this tract described herein;

North 81 degrees 28 minutes 52 seconds West, a distance of 134.47 feet to a 1/2-inch set iron rod with cap on the west line of said Lot 2, for the southwest corner of this tract described herein;

THENCE North 08 degrees 31 minutes 08 seconds East, with the west line of said Lot 2, a distance of 333.65 feet to a 1/2-inch set iron rod with cap for a corner of this tract described herein;

THENCE over and across said Lot 2 the following bearings and distances:


North 27 degrees 17 minutes 34 seconds East, departing from the west line of said Lot 2, a distance of 429.43 feet to a 1/2-inch set iron rod with cap for a corner of this tract described herein;

Exhibit "B" (2 of 2)

North 08 degrees 31 minutes 08 seconds East, a distance of 264.55 feet to a 1/2-inch set iron rod with cap for a corner of this tract described herein;

South 81 degrees 28 minutes 52 seconds East, a distance of 12.00 feet to a 1/2-inch set iron rod with cap for a corner of this tract described herein;

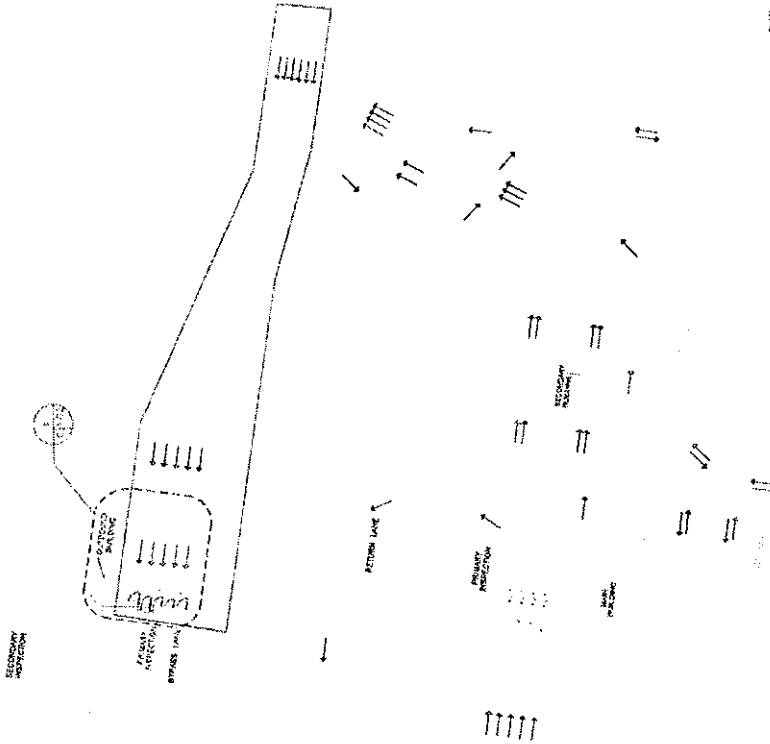
North 08 degrees 31 minutes 08 seconds East, a distance of 33.98 feet to the POINT OF BEGINNING and containing 2.655 acres or 115,633 square feet of land, more or less.



Keith C. Keppler
Registered Professional Land Surveyor
Texas No. 6271



Exhibit "c"



1
50'

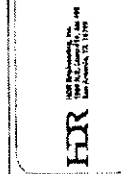
OVERALL SITE PLAN
SCALE 1:50

Sheet reference number: C1.01

Texas
CUSTOMS AND BORDER PROTECTION
ANZALDUA INTERNATIONAL BRIDGE
INSTALLATION OF INSPECTION BOOTHS
OVERALL SITE PLAN

McAllen

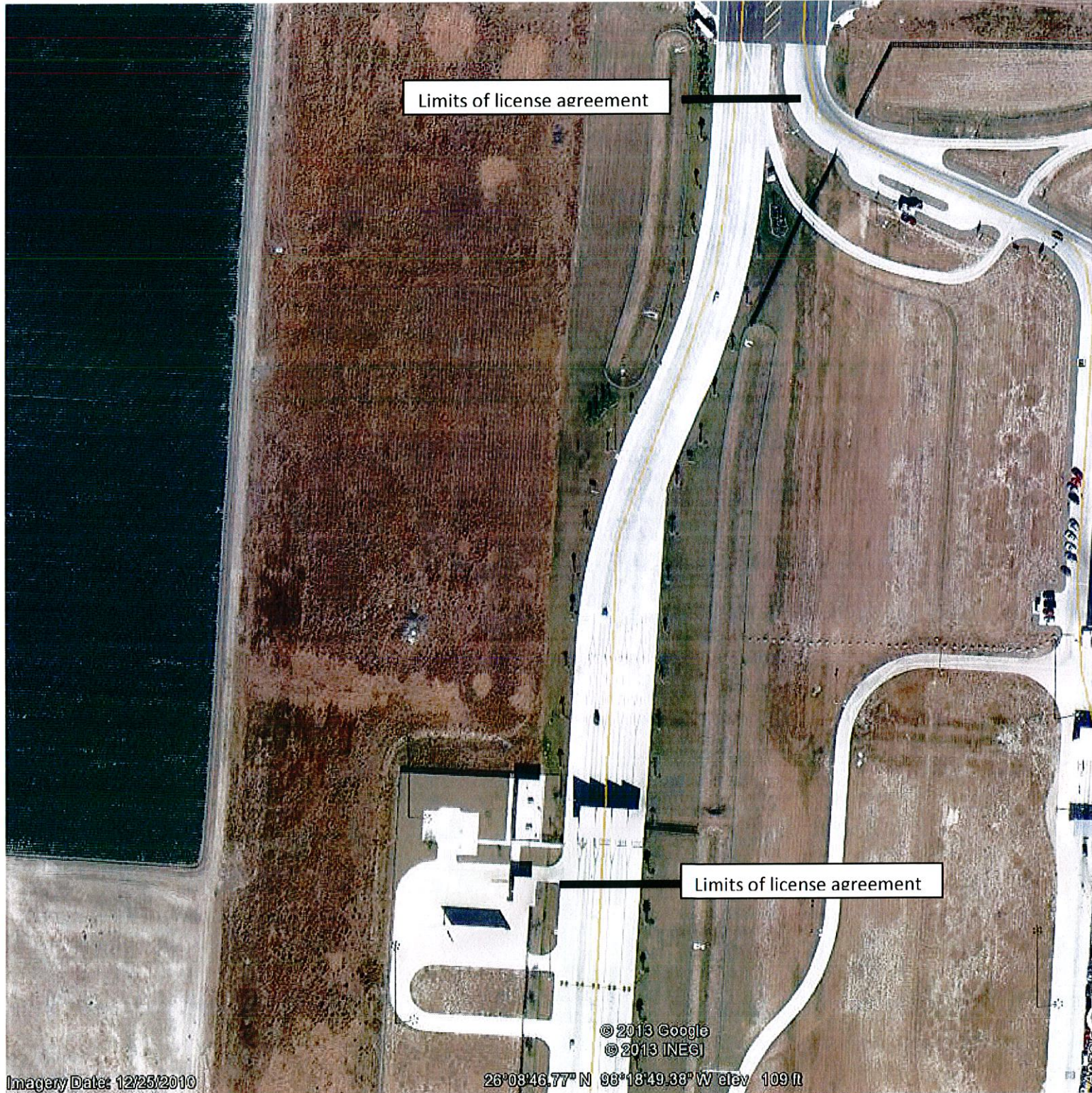
Property	PA	08/23/2011	100'
Drawn By	JS	Length (ft)	100'
Reviewed By	MM	Counting Chain	
DATE PLOTTED	08/23/11	DATE PLOTTED	08/23/11



FOR OFFICIAL USE ONLY
COPYING, DISSEMINATION, OR DISTRIBUTION OF THESE DRAWINGS, PLANS, OR SPECIFICATIONS TO UNAUTHORIZED USERS IS PROHIBITED
Do not remove this notice Property custody determinable when no longer needed



Exhibit X



Limits of license agreement

Limits of license agreement

© 2013 Google
© 2013 INEGI

26°08'46.77" N 98°18'49.38" W elev 109 ft

Imagery Date: 12/25/2010

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

<u>CITY COMMISSION</u>	<u> X </u>	AGENDA ITEM	<u> 2P </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 3-5-13 </u>
PLANNING & ZONING COMMISSION	<u> </u>	MEETING DATE	<u> 3-11-13 </u>
OTHER			

1. Agenda Item: RESOLUTION

2. Party Making Request: MIKE R. PEREZ, CITY MANAGER

3. Nature of Request: (Brief Overview) ATTACHMENT: X YES NO
DISCUSSION AND POSSIBLE ACTION ON RESOLUTION REQUESTING THE UNITED STATES TO PURSUE ORDERS AND AGREEMENTS WHEREBY MEXICO FORMALIZES A COMPLIANCE PROGRAM UNDER THE 1944 WATER TREATY

4. Policy Implication: _____

5. Budgeted: _____ YES _____ NO _____ N/A

FUND:

Bid Amount: \$ _____

Budgeted Amount: \$ N/A

Under Budget: \$ _____

Over Budget: \$ _____

Amount Remaining: \$ _____

If over budget how will it be paid for:

6. Alternate option/costs:

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	_____	_____	_____
b.)	_____	_____	_____	_____

8. Staff recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. City Attorney: MRP Approved _____ Disapproved _____ None

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

RESOLUTION OF THE CITY OF McALLEN REQUESTING
THE UNITED STATES TO PURSUE ORDERS AND AGREE-
MENTS WHEREBY MEXICO FORMALIZES A COMPLI-
ANCE PROGRAM UNDER THE 1944 WATER TREATY.

WHEREAS, the 1944 Treaty between the United States and Mexico provides that the United States is entitled to one-third (1/3) of the flow reaching the main channel of the Rio Grande from the Chochos, San Diego, San Rodrigo, Escondido and Salado Rivers and the Las Vacas Arroyo, provided that this third shall not be less, as an average amount in cycles of five consecutive years, than 350,000 acre-feet (431,721,000 cubic meters) annually; and,

WHEREAS, Texas water right holders are the sole beneficiaries of the United States' one-third (1/3) portion of such flow in the Rio Grande; and,

WHEREAS, the 1944 Treaty further states that any deficits during a five (5) cycle caused by "extraordinary drought" which is a year in a five (5) year cycle in which there are insufficient surface water runoff in the Rio Grande Basin in Mexico to provide for the required Treaty flows to the Rio Grande or a serious accident to the hydraulic systems on the measured Mexican tributaries must be made up within the five (5) year period/cycle; and,

WHEREAS, the current five (5) year cycle began on October 25, 2010 and will end on October 25, 2015; as of February 9, 2013, Mexico has delivered 403,082 acre-feet. Based on an average annual delivery of 350,000 acre-feet, Mexico is approximately 392,000 acre-feet behind in their deliveries as of February 9, 2013; and,

WHEREAS, the Rio Grande Watermaster has reported that our water right holders have 60% less water starting off in 2013 as compared to this time last year, and this situation is due in part to the lingering drought conditions in Texas and to the continued lack of inflows from Mexico during this five (5) year cycle; and,

WHEREAS, the State of Chihuahua, Mexico has plans in place to undertake infrastructure projects which include the construction of at least fifteen (15) storage reservoirs of which seven (7) to nine (9) could potentially reduce the inflows into the Rio Grande and our reservoir system; and,

WHEREAS, the Rio Grande Regional Water Planning Group (Region M, Texas Water Development Board) has determined that water requirements will exceed supply for the next 30 and 50 year planning horizons in the Region on the Rio Grande dependent upon the Treaty water from Mexico; and,

WHEREAS, the Rio Grande Valley is expected to be in a water shortage for irrigation and is headed toward a serious water shortage for municipalities in the near future; and

WHEREAS, the United States gives priority to its obligations under the 1944 Treaty to assure required flows of the Colorado River in the Colorado River Watershed in the western United States reach Mexico and takes actions to ensure that Mexico receives required flows of water from the Colorado River Watershed in the United States to which it is entitled under the Treaty.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF McALLEN, TEXAS, that it requests the United States Section of the International Boundary and Water Commission and the United States Department of State to pursue through appropriate Minute Orders and formal agreements whereby Mexico formalizes a compliance program under the 1944 Treaty to annually set aside water in sufficient amounts, as a priority allocation to the United States from the named tributaries in Mexico to ensure Mexico's full compliance with the 1944 Treaty.

CONSIDERED, PASSED, APPROVED and SIGNED this 11th day of March, 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

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

<u>CITY COMMISSION</u>	<u> X </u>	AGENDA ITEM	<u> 26 </u>
UTILITY BOARD	_____	DATE SUBMITTED	<u> 3-5-13 </u>
PLANNING & ZONING COMMISSION	_____	MEETING DATE	<u> 3-11-13 </u>
OTHER			

1. Agenda Item: RESOLUTION

2. Party Making Request: MIKE R. PEREZ, CITY MANAGER

3. Nature of Request: (Brief Overview) ATTACHMENT: X YES _____ NO
DISCUSSION AND POSSIBLE ACTION ON RESOLUTION ACKNOWLEDGING AND SUPPORTING THE ADOPTION OF LEGISLATION CONSOLIDATING THE UNIVERSITY OF TEXAS-PAN AMERICAN, THE UNIVERSITY OF TEXAS AT BROWNSVILLE, AND REGIONAL ACADEMIC HEALTH CENTER

4. Policy Implication: _____

5. Budgeted: _____ YES _____ NO _____ N/A

FUND:

Bid Amount:	\$ _____	Budgeted Amount:	\$ <u> N/A </u>
Under Budget:	\$ _____	Over Budget:	\$ _____
		Amount Remaining:	\$ _____

If over budget how will it be paid for:

6. Alternate option/costs:

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	_____	_____	_____
b.)	_____	_____	_____	_____

8. Staff recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. City Attorney: _____ Approved _____ Disapproved  _____ None

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

RESOLUTION OF THE CITY OF McALLEN ACKNOWLEDGING AND SUPPORTING THE ADOPTION OF LEGISLATION CONSOLIDATING THE UNIVERSITY OF TEXAS-PAN AMERICAN, THE UNIVERSITY OF TEXAS AT BROWNSVILLE, AND REGIONAL ACADEMIC HEALTH CENTER.

WHEREAS, The University of Texas System Board of Regents has unanimously endorsed the creation of a new institution to serve the Lower Rio Grande Valley through the consolidation of The University of Texas-Pan American, The University of Texas at Brownsville, and a transformed Regional Academic Health Center; and,

WHEREAS, envisioned as an emerging research university with Tier One potential, this noteworthy addition to the UT System would incorporate a long-anticipated independent, comprehensive South Texas medical school; the combined university would be located in Brownsville, Edinburg, Harlingen, and McAllen, greatly expanding educational opportunities, health care access, and economic development throughout the region; and,

WHEREAS, the institution would incorporate many existing facilities, including the UT Brownsville and UT Pan Am campuses, and would build on prior investments by the Texas Legislature and the UT System in medical education in Cameron, Hidalgo, Starr, and Willacy Counties; it would realize some \$6 million in savings annually by eliminating duplicative administrative functions, and at the same time bring in millions of dollars in public and private investment; equally important as the widespread economic benefits that would result from the new institution is the capacity for a medical school to address the region's critical need for health care; and,

WHEREAS, with a projected enrollment of almost 28,000 students, the new university would rank as one of the two largest Hispanic-serving institutions in the nation; it would be exceptionally well-positioned to capitalize on the area's bicultural heritage, rapid population growth, and strategic border location, strengthening the state's ability to compete in an increasingly global economy; and,

WHEREAS, the establishment of this emerging research university and school of medicine in the Lower Rio Grande Valley will be an engine of prosperity and will benefit all Texans now and in the years to come; in order for the proposed merger and related plans to take final effect and for the institution to gain access to the Permanent University Fund, the Texas Legislature must take action, and measures are being introduced to complete the approval process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF McALLEN, TEXAS, THAT legislation to consolidate the facilities and programs of The University of Texas-Pan American, The

University of Texas at Brownsville, and the Regional Academic Health Center into a single institution within and as proposed by The University of Texas System be enacted and that all those involved with the approval of the plan be commended for taking action.

CONSIDERED, PASSED, APPROVED and SIGNED this 11th day of March, 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



**CITY OF MCALLEN
GRANT ADMINISTRATION OFFICE
MEMORANDUM**

To: Mike R. Perez, City Manager
From: Carla M. Rodriguez, Director of Grant Administration *CMR*
Date: March 5, 2013
Subject: Hazard Mitigation Grant Program Acceptance of Grant Award

GOAL: Authorization to accept a grant award from the Federal Emergency Management Agency, Texas Department of Public Safety, Texas Division of Emergency Management under the Hazard Mitigation Grant Program for funds provided through the Presidential Disaster Declaration DR-1931 from Hurricane Alex for flood mitigation projects.

BRIEF EXPLANATION OF THE ITEM: The City is requesting authorization to accept a grant award for Hazard Mitigation Grant Program DR-1931-TX Project #13 under the Federal Emergency Management Agency, Texas Department of Public Safety, Texas Division of Emergency Management. The project will replace approximately 4,000 linear feet of an undersized storm water pipe system on Quince Avenue from Northwest Blueline Ditch to 27th Street. The total award amount is \$636,717 (75%) with the City of McAllen providing a required local match of \$212,239 (25%), for a total project cost of \$848,956.

OPTIONS:

Option 1: Approving the acceptance of the grant award will allow the City to leverage funds in order to make the necessary improvements that will mitigate flooding in flood prone areas of the City.

Option 2: Not approving the acceptance of the grant award will result in the City having to pay for the entire cost of the drainage improvements.

RECOMMENDATION: Staff recommends the acceptance of grant award.

Enclosures

RESOLUTION NO. 2013-_____

AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FOR HAZARD MITIGATION GRANT PROGRAM DR-1931-TX PROJECT #13 UNDER THE FEDERAL EMERGENCY MANAGEMENT AGENCY, TEXAS DEPARTMENT OF PUBLIC SAFETY, TEXAS DIVISION OF EMERGENCY MANAGEMENT FOR FUNDS PROVIDED THROUGH THE PRESIDENTIAL DISASTER DECLARATION DR-1931 FROM HURRICANE ALEX FOR FLOOD MITIGATION PROJECTS.

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF MCALLEN

WHEREAS, the U. S. Department of Homeland Security, Federal Emergency Management Agency has made funding available to states and local governments through the Hazard Mitigation Grant Program to mitigate the effects of flooding during periods of heavy or prolonged rains; and

WHEREAS, the Texas Department of Public Safety, Texas Division of Emergency Management (TDEM), is charged with awarding the funds to FEMA-approved projects submitted by eligible local governments under the Presidential Disaster Declaration for Hurricane Alex (DR-1931); and

WHEREAS, TDEM has selected the City of McAllen's DR-1931 Project #13 for funding; and

WHEREAS, TDEM requires formal acceptance of award from the City of McAllen to complete the award.

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

- 1) The City of McAllen accepts a grant award through the Hazard Mitigation Grant Program DR-1931-TX Project #13 under the Federal Emergency Management Agency, Texas Department of Public Safety, Texas Division of Emergency Management. The total award amount is \$636,717 (75%) with the City of McAllen providing a required local match of \$212,239 (25%), for a total project cost of \$848,956.
- 2) Upon the acceptance of the award, the Mayor is authorized to execute all legal documents necessary, and to perform any acts necessary to implement the project(s).
- 3) In the event of loss or misuse of funds, the governing body assures that all funds will be returned to the Federal Emergency Management Agency, Texas Department of Public Safety, Texas Division of Emergency Management in full.

CONSIDERED, PASSED, APPROVED, AND SIGNED this 11th day of March 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 pursuant to Chapter 551, Texas Government Code.

Attest:

City of McAllen

Annette Villarreal, City Secretary

Richard F. Cortez, Mayor

Approved as to form:

Kevin Pagan, City Attorney

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

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STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
ADA BROWN
ALLAN B. POLUNSKY
RANDY WATSON

February 11, 2013

The Honorable Richard F. Cortez
Mayor, City of McAllen
1300 Houston Avenue
McAllen, Texas 78501-0220

Dear Mayor Cortez:

The City of McAllen project request for funding under the Hazard Mitigation Grant Program has been selected by the State of Texas and approved by the Federal Emergency Management Agency (FEMA).

This project is approved under the CFDA 97-039 Hazard Mitigation Grant Program (HMGP). Your jurisdiction/s qualified this funding because you had a FEMA approved local mitigation plan. Your plan expires on 11/5/2013.

The Grant is for major disaster declaration FEMA-1931-DR. The project number is 1931-013. This number should be used as a reference on all documents and correspondence. The approved application identified the total project cost as \$848,956 with a local non-federal share of \$212,239. The federal share award for this grant is \$636,717. Project implementation will be in accordance with all FEMA Hazard Mitigation Guidance in effect on June 1, 2010, the 44 Code of Federal Regulations, and the FEMA approved Texas HMGP Administrative Plan.

The actions identified in the project application have been categorically excluded (CATEX) from the need to prepare an Environmental Assessment or Impact Statement in accordance with 44 CFR § 10.8(d)(2)(xv)&(xvi) - Drainage Improvement. A copy of the Record of Environmental Consideration (REC) is enclosed. (Enclosure 1)

All Activities associated with this project must be executed in accordance with the most restrictive requirements within local, state and federal laws including the following:

- 1) Procurement and contracting: A copy of the procurement policy, and the bid through selection process activities, must be documented and supplied to the state upon implementation. A copy of project executed contracts with associated plans and specifications must be submitted to the State for review prior to implementation. "Cost plus" contracts will not be acceptable. All contractors must be cleared through the System for Award Management (formerly known as the Excluded Party List System – EPLS) and a printout showing that the chosen contractor is not currently excluded must be submitted to the State. (www.sam.gov/portal/public/SAM) (Enclosure 2).
- 2) The FEMA award date for this project is 1/3/2013 with a period of performance (POP) of 24 months. The project must be completed by 1/3/2015. If due to extenuating circumstances the project completed within this POP the sub-grantee must request an extension in writing and submit it to the State 90 days prior to 1/3/2015.

- 3) You are required to submit a Quarterly Progress Report to this office no later than October 15; January 15; April 15 and July 15 of each year until the project is completed. Two consecutively missed reports, or two consecutive reports indicating no progress, may result in your project funding being forfeited. A copy of the report format is enclosed and an electronic copy may be requested. (Enclosure 3)
- 4) Requests for reimbursement of expenses may be submitted quarterly. Reimbursements do not exceed 75% of eligible costs submitted. Each reimbursement request shall also include in-kind match identification and documentation. A copy of the report format is enclosed and an electronic copy may be requested. (Enclosure 4). Ensure that all invoices submitted are identified by a unique number, related to an identified Scope of Work line item, and accompanied with copies of the cancelled checks showing payments for the invoices. All requests for reimbursements must be signed by your Chief Financial Officer or designated authorized representative.
- 5) As construction is completed, notification that the project has concluded and is ready for the final compliance review, the sub-grantee will submit the Certificate of Completion along with a final quarterly report containing a recap of all project expenditures. A chief elected official or his/her designated representative must sign this document. Final project payments are made based upon the Certificate of Completion and the final inspection and compliance review by our staff. Once completion of all inspections and compliance reviews occur, final reimbursements are completed. A copy of the report format is enclosed and an electronic copy may be requested. (Enclosure 5)
- 6) OMB Circular A-133 requires that if, in your fiscal year, you spent over \$500,000 total funding or more in Federal Grant Awards (all sources combined) or in State awards (all sources combined) you are required to submit a Single Audit report prepared by an independent auditor. In addition, OMB Circular A-133.320 and the Uniform Grant Management Standards (UGMS) for the State of Texas require that you submit these audit reports to the Texas Division of Emergency Management (TDEM)/Standards Section within the earlier of (a) 30 days after you receive the independent report on the Comprehensive Annual Financial Report (CAFR) and Single Audit from your auditor (b) nine months after your fiscal year end. Further information on audit requirements may be obtained from TDEM/Standards Section at (512) 437-4742. All HMGP grants are subject to federal audit; therefore, all records must be maintained for three years from the date of project close-out or upon receipt of the final payment, whichever is later.

If you have any questions, please contact your project officer, Patrick Kelley at patrick.kelley@dps.texas.gov or (512) 424-5684.

Sincerely,



W. Nam Kidd, CEM®

Assistant Director
Texas Department of Public Safety
Chief
Texas Division of Emergency Management

WMK: pk

Enclosures: 1 - Record of Environmental Consideration
2 - Excluded Parties List Verification Form
4 - Quarterly Progress Report Form
5 - Payment Request Form
6 - Certificate of Completion

cc: Yvette Barrera, City Engineer
Carla Rodriguez, Director, Grant Administration



**CITY OF MCALLEN
GRANT ADMINISTRATION OFFICE
MEMORANDUM**

To: Mike R. Perez, City Manager
From: Carla M. Rodriguez, Director of Grant Administration *CMR*
Date: March 5, 2013
Subject: Hazard Mitigation Grant Program Acceptance of Award

GOAL: Authorization to accept a grant award from the Federal Emergency Management Agency, Texas Department of Public Safety, Texas Division of Emergency Management under the Hazard Mitigation Grant Program for funds provided through the Presidential Disaster Declaration DR-1931 from Hurricane Alex for flood mitigation projects.

BRIEF EXPLANATION OF THE ITEM: The City is requesting authorization to accept award for Hazard Mitigation Grant Program DR-1931-TX Project #11 under the Federal Emergency Management Agency, Texas Department of Public Safety, Texas Division of Emergency Management. The project will replace approximately 3,000 linear feet of an undersized storm water pipe system on 4th and 6th Streets from Harvey Street to Fern Avenue. The total award amount is \$473,412 (75%) with the City of McAllen providing a required local match of \$157,804 (25%), for a total project cost of \$631,216.

OPTIONS:

Option 1: Approving the acceptance of the grant award will allow the City to leverage funds in order to make necessary improvements that will mitigate flooding in flood prone areas of the City.

Option 2: Not approving the acceptance of the grant award will result in the City having to pay for the entire cost for the drainage improvements.

RECOMMENDATION: Staff recommends the acceptance of grant award.

Enclosures

RESOLUTION NO. 2013-_____

AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD THROUGH THE HAZARD MITIGATION GRANT PROGRAM DR-1931-TX PROJECT #11 UNDER THE FEDERAL EMERGENCY MANAGEMENT AGENCY, TEXAS DEPARTMENT OF PUBLIC SAFETY TEXAS DIVISION OF EMERGENCY MANAGEMENT FOR FUNDS PROVIDED THROUGH THE PRESIDENTIAL DISASTER DECLARATION DR-1931 FROM HURRICANE ALEX FOR FLOOD MITIGATION PROJECTS.

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF MCALLEN

WHEREAS, the U. S. Department of Homeland Security, Federal Emergency Management Agency has made funding available to states and local governments through the Hazard Mitigation Grant Program to mitigate the effects of flooding during periods of heavy or prolonged rains; and

WHEREAS, the Texas Department of Public Safety, Texas Division of Emergency Management (TDEM), is charged with awarding the funds to FEMA-approved projects submitted by eligible local governments under the Presidential Disaster Declaration for Hurricane Alex (DR-1931); and

WHEREAS, TDEM has selected the City of McAllen's DR-1931 Project #11 for funding; and

WHEREAS, TDEM requires formal acceptance of award from the City of McAllen to complete the award.

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

- 1) The City of McAllen accepts a grant award through the Hazard Mitigation Grant Program DR-1931-TX Project #11 under the Federal Emergency Management Agency, Texas Department of Public Safety, Texas Division of Emergency Management. The total award amount is \$473,412 (75%) with the City of McAllen providing a required local match of \$157,804 (25%), for a total project cost of \$631,216.
- 2) Upon the acceptance of the grant award, the Mayor is authorized to execute all legal documents necessary, and to perform any acts necessary to implement the project(s).
- 3) In the event of loss or misuse of funds, the governing body assures that all funds will be returned to the Federal Emergency Management Agency, Texas Department of Public Safety, Texas Division of Emergency Management in full.

CONSIDERED, PASSED, APPROVED, AND SIGNED this 11th day of March 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 pursuant to Chapter 551, Texas Government Code.

Attest:

City of McAllen

Annette Villarreal, City Secretary

Richard F. Cortez, Mayor

Approved as to form:

Kevin Pagan, City Attorney

TEXAS DEPARTMENT OF PUBLIC SAFETY

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STEVEN C. McCRAW
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DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
ADA BROWN
ALLAN B. POLUNSKY
RANDY WATSON

February 11, 2013

The Honorable Richard F. Cortez
Mayor, City of McAllen
1300 Houston Avenue
McAllen, Texas 78501-0220

Dear Mayor Cortez:

The City of McAllen project request for funding under the Hazard Mitigation Grant Program has been selected by the State of Texas and approved by the Federal Emergency Management Agency (FEMA).

This project is approved under the CFDA 97-039 Hazard Mitigation Grant Program (HMGP). Your jurisdiction qualified for this funding because you had a FEMA approved local mitigation plan. Your plan expires on 11/5/2013.

The grant is for major disaster declaration FEMA-1931-DR. The project number is DR-1931-011. This number should be used as a reference on all documents and correspondence. The approved application identified the total project cost as \$631,216 with a local non-federal share of \$157,804. The federal share award for this grant is \$473,412. Project implementation will be in accordance with all FEMA Hazard Mitigation Guidance in affect on June 1, 2010, the 44 Code of Federal Regulations, and the FEMA approved Texas HMGP Administrative Plan.

The actions identified in the project application have been categorically excluded (CATEX) from the need to prepare an Environmental Assessment or Impact Statement in accordance with 44 CFR § 10.8(d)(2)(xv) and (xvi) referencing Drainage Improvements. A copy of the Record of Environmental Consideration (REC) is enclosed. (Enclosure 1)

All Activities associated with this project must be executed in accordance with the most restrictive requirements within local, state and federal laws including the following:

- 1) Procurement and contracting: A copy of the procurement policy, and the bid through selection process activities, must be documented and supplied to the state upon implementation. A copy of project executed contracts with associated plans and specifications must be submitted to the State for review prior to implementation. "Cost plus" contracts will not be acceptable. All contractors must be cleared through the System for Award Management (formerly known as the Excluded Party List System – EPLS) and a printout showing that the chosen contractor is not currently excluded must be submitted to the State. (www.sam.gov/portal/public/SAM). (Enclosure 2)
- 2) The FEMA award date for this project is 12/31/2012 with a period of performance (POP) of 24 months. The project must be completed by 12/31/2014. If, due to extenuating circumstances, the project cannot be completed within this POP, the sub-grantee must request an extension in writing and submit it to the State 90 days prior to 12/31/2014.

- 3) You are required to submit a Quarterly Progress Report to this office no later than October 15; January 15; April 15 and July 15 of each year until the project is completed. Two consecutively missed reports, or two consecutive reports indicating no progress, may result in your project funding being forfeited. A copy of the report format is enclosed and an electronic copy may be requested. (Enclosure 3)
- 4) Requests for reimbursement of expenses may be submitted quarterly. Reimbursements do not exceed 75% of eligible costs submitted. Each reimbursement request shall also include in-kind match identification and documentation. A copy of the report format is enclosed and an electronic copy may be requested. (Enclosure 4). Ensure that all invoices submitted are identified by a unique number, related to an identified Scope of Work line item, and accompanied with copies of the cancelled checks showing payments for the invoices. All requests for reimbursements must be signed by your Chief Financial Officer or designated authorized representative.
- 5) As construction is completed, notification that the project has concluded and is ready for the final compliance review, the sub-grantee will submit the Certificate of Completion along with a final quarterly report containing a recap of all project expenditures. A chief elected official or his/her designated representative must sign this document. Final project payments are made based upon the Certificate of Completion and the final inspection and compliance review by our staff. Once completion of all inspections and compliance reviews occur, final reimbursements are completed. A copy of the report format is enclosed and an electronic copy may be requested. (Enclosure 5)
- 6) OMB Circular A-133 requires that if, in your fiscal year, you spent over \$500,000 total funding or more in Federal Grant Awards (all sources combined) or in State awards (all sources combined), you are required to submit a Single Audit report prepared by an independent auditor. In addition, OMB Circular A-133.320 and the Uniform Grant Management Standards (UGMS) for the State of Texas require that you submit these audit reports to the Texas Division of Emergency Management (TDEM)/Standards Section within the earlier of (a) 30 days after you receive the independent report on the Comprehensive Annual Financial Report (CAFR) and Single Audit from your auditor, or (b) nine months after your fiscal year end. Further information on audit requirements may be obtained from TDEM/Standards Section at (512) 437-4742. All HMGP grants are subject to federal audit; therefore, all records must be maintained for three years from the date of project close-out or upon receipt of the final payment, whichever is later.

If you have any questions, please contact your project officer, Patrick Kelley at patrick.kelley@dps.texas.gov or (512) 424-5684.

Sincerely,



W. Nnn Kidd, CEM®
Assistant Director
Texas Department of Public Safety
Chief
Texas Division of Emergency Management

WMK: pk

Enclosures: 1 - Record of Environmental Consideration
2 - Excluded Parties List Verification Form
3 - Quarterly Progress Report Form
4 - Payment Request For
5 - Certificate of Completion

cc: Yvette Barrera, City Engineer
Carla Rodriguez, Director, Grant Administration

**CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM**

CITY COMMISSION X
 UTILITY BOARD _____
 PLANNING & ZONING BOARD _____

2T
 AGENDA ITEM _____
 DATE SUBMITTED 03-05-13
 MEETING DATE 03-11-13

1. Agenda Item: **RESOLUTION** authorizing the submission of a grant application, in partnership with Keep McAllen Beautiful, to the 2013 Keep America Beautiful /United Parcel Service Community Tree Planting Grant Program.
2. Party Making Request: Carla M. Rodriguez, Director of Grant Administration *amr*
3. Nature of Request: (Brief Overview) Attachments: ___ Yes X No

The 2013 Keep America Beautiful/United Parcel Service Community Tree Planting Grant Program supports community tree-planting projects that address the reduction of carbon dioxide and greenhouse gas emissions and emphasize the importance of native trees. Keep McAllen Beautiful and the City of McAllen will request funding for the acquisition of 350 to 400 three-gallon trees. If funded, Keep McAllen Beautiful and the City of McAllen will promote and coordinate the tree distribution to include a launch event at PalmFest and individual tree distributions for citizens at the City of McAllen Public Works Recycling Center. The amount requested is \$5,000 with no local match required.

4. Policy Implication: None

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

6. Alternate Option/Costs: _____

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE
Carlos Sanchez, Public Works Director	<u> CS </u>	<u>03-05-13</u>	<u> YES </u>
Scott McKeon KMB Program Coordinator	<u> SM </u>	<u>03-05-13</u>	<u> YES </u>
Omar Rodriguez Convention Center Director	<u> OR </u>	<u>03-05-13</u>	<u> YES </u>

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

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. City Attorney: KP Approved _____ Disapproved _____ None

11. City Manager : MRP Approved _____ Disapproved _____ None



CITY OF MCALLEN
GRANT ADMINISTRATION OFFICE
MEMORANDUM

To: Mike R. Perez, City Manager
From: Carla M. Rodriguez, Director of Grant Administration
Date: March 5, 2013
Subject: 2013 Keep America Beautiful/United Parcel Service Community Tree Planting Grant Program

GOAL: Authorize the submission of a grant application, in partnership with Keep McAllen Beautiful, to the 2013 Keep America Beautiful/United Parcel Service Community Tree Planting Grant Program.

BRIEF EXPLANATION OF THE ITEM: The 2013 Keep America Beautiful/United Parcel Service Community Tree Planting Grant Program supports community tree-planting projects that address the reduction of carbon dioxide and greenhouse gas emissions and emphasize the importance of native trees. Keep McAllen Beautiful and the City of McAllen will request funding for the acquisition of 350 to 400 three-gallon trees. If funded, Keep McAllen Beautiful and the City of McAllen will promote and coordinate the tree distribution to include a launch event at PalmFest and individual tree distributions for citizens at the City of McAllen Public Works Recycling Center. The amount requested is \$5,000 with no local match required.

OPTIONS:

Option 1: Approving the submission of the 2013 Keep America Beautiful/United Parcel Service Community Tree Planting Grant application will allow Keep McAllen Beautiful and the City of McAllen to receive 350 to 400 three-gallon trees which will increase the tree canopy for the City of McAllen.

Option 2: Not approving the submission of the grant application will result in the loss of an opportunity to receive the trees, at no cost to the City.

RECOMMENDATION: Staff recommends submission of the grant application.

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION, IN PARTNERSHIP WITH KEEP MCALLEN BEAUTIFUL, TO THE 2013 KEEP AMERICA BEAUTIFUL/UNITED PARCEL SERVICE COMMUNITY TREE PLANTING GRANT PROGRAM.

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF McALLEN

WHEREAS, The 2013 Keep America Beautiful/United Parcel Service Community Tree Planting Grant Program supports tree-planting projects that address the reduction of carbon dioxide and greenhouse gas emissions and emphasize the importance of native trees;

WHEREAS, the 2013 Keep America Beautiful/United Parcel Service Community Tree Planting Grant Program is providing \$5,000 grant awards with a primary focus on urban and suburban communities; and

WHEREAS, Keep McAllen Beautiful is eligible to apply for and receive 350 to 400 three-gallon trees for neighborhood beautification projects.

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

- 1) The Grant Administration Office is hereby directed to submit an application in partnership with Keep McAllen Beautiful to the 2013 Keep America Beautiful/United Parcel Service Community Tree Planting Grant Program in order to receive a grant in the amount of \$5,000 for the acquisition of 350 to 400 three-gallon trees, with no local match required.
- 2) Upon the approval of this application, the Mayor is authorized to execute all legal documents necessary, and to perform any acts necessary to implement the project.
- 3) In the event of loss or misuse of funds, the governing body assures that all funds will be returned to the 2013 Keep America Beautiful/United Parcel Service Community Tree Planting Grant Program in full.

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

Attest:

City of McAllen

Annette Villarreal, City Secretary

Richard F. Cortez, Mayor

Approved as to form:

Kevin D. Pagan, City Attorney

CITY OF McALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
PLANNING & ZONING BOARD _____

AGENDA ITEM 20
DATE SUBMITTED 03-05-13
MEETING DATE 03-11-13

1. Agenda Item: RESOLUTION authorizing the submission of an application to Kaboom! under the Playful City USA Program.
2. Party Making Request: Carla M. Rodriguez, Director of Grant Administration *C.M.R.*
3. Nature of Request: (Brief Overview) Attachments: X Yes ___ No

The Playful City USA Program is a national recognition program, developed by KaBOOM!, honoring cities across the nation that create an agenda for play. The program is a unique self-assessment tool that assists communities in identifying local play assets and play deficits, and in developing a rigorous action plan driven towards increasing quality, quantity, and access for play through playgrounds, playscapes, and outdoor activities.

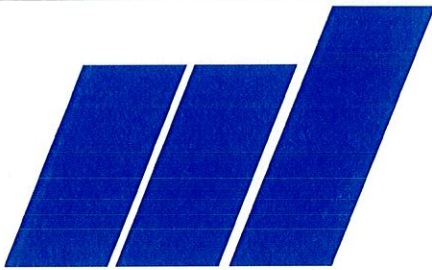
Receiving a Playful City USA designation will allow the City of McAllen to become eligible to apply for "Let's Play" grants. Benefits of the Playful City USA Program also include: priority status for KaBOOM! playground builds and grants; local public relations and media support from KaBOOM!; highway signs identifying the City of McAllen's commitment to children; and recognition at national municipal leadership and recreation conferences.

4. Policy Implication: None
5. Budgeted: _____ Yes _____ No X N/A
6. Alternate Option/Costs: _____

7. Routing:

NAME/TITLE	INITIAL	DATE	CONCURRENCE
Sally Gavlik, Director Parks & Recreation	<u> SG </u>	<u> 3/05/13 </u>	<u> YES </u>

8. Staff Recommendation: Motion to approve submission of application.
9. Advisory Board: Approved _____ Disapproved _____ None
10. City Attorney: R Approved _____ Disapproved _____ None
11. City Manager : ml Approved _____ Disapproved _____ None



**CITY OF MCALLEN
GRANT ADMINISTRATION OFFICE
MEMORANDUM**

To: Mike R. Perez, City Manager
From: Carla M. Rodriguez, Director of Grant Administration
Date: March 5, 2013
Subject: Playful City USA Designation

GOAL: Authorize the submission of an application to KaBOOM! under the Playful City USA Program.

BRIEF EXPLANATION OF THE ITEM: The Playful City USA Program is a national recognition program, developed by KaBOOM!, honoring cities across the nation that create an agenda for play. The program is a unique self-assessment tool that assists communities in identifying local play assets and play deficits, and in developing a rigorous action plan driven towards increasing quality, quantity, and access for play through playgrounds, playscapes, and outdoor activities.

Receiving a Playful City USA designation will allow the City of McAllen to become eligible to apply for "Let's Play" grants. Benefits of the Playful City USA Program also include: priority status for KaBOOM! playground builds and grants; local public relations and media support from KaBOOM!; highway signs identifying the City of McAllen's commitment to children; and recognition at national municipal leadership and recreation conferences.

OPTIONS:

Option 1: Approving the submission of the Playful City USA application will allow the City of McAllen to be considered for Playful City USA designation and eligibility for funding opportunities to expand areas for play.

Option 2: Not approving the submission of the application will result in the loss of an opportunity to receive the designation and eligibility for funding opportunities to expand areas for play.

RECOMMENDATION: Staff recommends submission of the application.

AUTHORIZING THE SUBMISSION OF AN APPLICATION TO KaBOOM! UNDER THE PLAYFUL CITY USA PROGRAM.

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF McALLEN

WHEREAS, KaBOOM! has made a Playful City USA Program available; and

WHEREAS, the program honors cities and towns across the nation that are creating an agenda for play; and

WHEREAS, receiving a Playful City USA designation will allow the City of McAllen to become eligible to apply for "Let's Play" grants; and

WHEREAS, the City of McAllen is eligible to apply for and receive a Playful City USA designation.

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

- 1) The Grant Administration Office is hereby directed to submit an application to the Playful City USA Program in order to receive a Playful City USA designation.
- 2) Upon the approval of this application, the Mayor is authorized to execute all legal documents necessary, and to perform any acts necessary to implement the project.

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

Attest:

City of McAllen

Annette Villarreal, City Secretary

Richard F. Cortez, Mayor

Approved as to form:

Kevin D. Pagan, City Attorney

CITY OF McALLEN

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION
UTILITY BOARD
PLANNING & ZONING COMMISSION
OTHER

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

2V
3-5-13
3-11-13

1. Agenda Item: Ordinances

2. Party Making Request: Fire Marshall Juan P. Salinas JPS

3. Nature of Request: ATTACHMENT: X YES NO
Moratorium on issuance of fireworks displays permits.

4. Policy Implication: Public safety

5. Budgeted: YES NO X N/A

FUND:

Bid Amount: \$ _____

Budgeted Amount: \$ _____

Under Budget: \$ _____

Over Budget: \$ _____

Amount Remaining: \$ _____

If over budget how it will be paid for: _____

6. Alternate option/costs:

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u> <u>YES/NO</u>
Interim Fire Chief			
a.) <u>Chief Rafael Balderas</u>	<u>JPS</u>	_____	_____
b.) _____	_____	_____	_____

8. Staff recommendation: Approval.

9. Advisory Board: Approved Disapproved N/A None

10. City Attorney: Approved Disapproved None

11. City Manager: Approved Disapproved None



City of McAllen

Working for a better McAllen.

MEMO

TO: Mike R. Perez, City Manager
FROM: Ignacio Perez, Deputy City Attorney
THROUGH: Kevin D. Pagan, City Attorney
DATE: January 25, 2013
SUBJECT: Fireworks Displays Permits

As I earlier reported, late last week I was informed that a company had approached Fire Marshal Salinas to request a permit for an aerial display of fireworks. Although no person or private entity has in recent times filed an application for fireworks display, our Code of Ordinances at Article IV ("Fireworks"), Division 2 ("Public Displays") does regulate such public displays (Sec. 50-111). A permit may be issued by the Fire Marshal upon application, at least 30 days before the event (Sec. 50-112), and compliance with the Division's requirements, including an investigation (Sec. 50-113), proof of insurance or bond (Sec. 50-114), and stated conditions (Sec. 50-115 to 50-119).

Sec. 50-120 -- which has not been modified since 1966 -- requires that not less than two city firefighters be present at each public display of fireworks. That same section establishes a total fee for such attendance of Sixty Dollars (\$60.00) for each display. Although Sec. 20-120 refers to, "permit and other applicable fees", Division 2 does not set an amount for any fees other than the aforementioned \$60.00. Consequently, no other fees may be charged. Furthermore, the Division does not specifically state the standards that the Fire Marshal will be guided by in conducting the preliminary make investigation and otherwise enforcing the Division's provisions.

Fire Marshall Salinas, guided by the 2012 International Fire Code as adopted by the City, reviewed the aforementioned application for fireworks display, conducted an investigation and, satisfied with the process and findings, waived the Ordinance's 30-day minimum advance period for filing the application, and will be issuing a permit. He was advised that the only fee we can charge is the \$60.00 for the presence of firefighters during the event.

RECOMMENDATION: I propose the Board of Commissioners consider a moratorium on the acceptance of applications for, and the issuance of permits for aerial displays of fireworks for a period of three (3) months. We would use that period of time to more carefully review the provisions of our Code of Ordinances and submit recommendations for modifications to the Commissioners.

ORDINANCE NO. 2013- _____

AN ORDINANCE DECLARING A 90-DAY MORATORIUM ON THE ISSUANCE OF PERMITS FOR THE PUBLIC DISPLAY OF FIREWORKS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY, AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the Board of Commissioners is committed to maintaining and promoting the health, safety and welfare of all those who live, work, and visit the City; and

WHEREAS, the McAllen Code of Ordinances at Chapter 50 ("*Fire Prevention and Protection*"), Article IV ("*Fireworks*"), Division 2 ("*Pubic Displays*") regulates the public display of fireworks by providing for the qualifications of applicants, application procedures, guidelines for their review, the issuance of permits, as well as conditions for the same and applicable fees; and,

WHEREAS, the Board of Commissioners finds that it is appropriate to conduct a review of the existing ordinance provisions to ensure that it is updated and continues to promote the aforementioned stated goals,

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

SECTION I: As of the effective date of this Ordinance and until the Board of Commissioners approves any amendments to the McAllen Code of Ordinances at Chapter 50 ("*Fire Prevention and Protection*"), Article IV ("*Fireworks*"), Division 2 ("*Pubic Displays*"), but for not more than Ninety (90) Calendar Days, there shall be in place a moratorium on the issuance of any permits for displays of fireworks.

SECTION II: As of the effective date of this Ordinance and until the Board of Commissioners approves any amendments to the McAllen Code of Ordinances at Chapter 50 ("*Fire Prevention and Protection*"), Article IV ("*Fireworks*"), Division 2 ("*Pubic Displays*"), but for not more than Ninety (90) Calendar Days, the Fire Marshal is directed not to accept any application, nor to issue any permits for any display of fireworks. However, the Fire Marshal may continue to process any permit applications filed prior to the day this Ordinance is made effective.

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

SECTION IV: This Ordinance shall be and remain in full force and effect from and after its passage by the Board of Commissioners, and execution by the Mayor.

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

CONSIDERED, PASSED and APPROVED this _____ day of March, 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, and Chapter 102 of the Texas Local Government Code.

SIGNED this ____ day of March, 2013.

CITY OF McALLEN

By: _____
Richard F. Cortez, Mayor

Attest:

Annette Villarreal
City Secretary

Approved as to form:

Ignacio Perez
Deputy City Attorney

CITY OF MCALLEN
STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM 2W
DATE SUBMITTED 03/04/13
MEETING DATE 03/11/13

1. Agenda Item: **Budget amendment of \$112,000 for McAllen Nature Center Park for first year operations of the park.**
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 budget amendment for \$112,000 for the first year operations of the McAllen Nature Center Park.
4. Policy Implication: **LOCAL GOVERNMENT CODE**
5. Budgeted: Yes No: **A budget Amendment is required**

Original Budget	0
General Fund Balance	\$112,000.00

6. Alternate Option/Costs: To not provide either of the services.

7. Routing: **NAME/TITLE** **INITIAL** **DATE** **CONCURRENCE**

a) **S. Gavlik, Dir, Parks&Rec** **sq** **03-04-13** **Yes**

b) **D. Melaas, Dep. Dir. PARD** **dm** **03-11-13** **Yes**

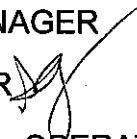
c) **Sandra Zamora, Purch. Dir.** _____ _____ _____

d) **Jerry Dale, Dir. Finance** _____ _____ _____

e) **B. Branham, Dep. C. M.** _____ _____ _____

8. Staff Recommendation: **Staff requests the budget amendment of \$112,000 be approved.**
9. Advisory Board: Approved Disapproved None
10. City Attorney: **KP** Approved Disapproved None
11. Manager's Recommendation: **HRP** Approved Disapproved None
12. Action Taken: _____

To: MIKE R. PEREZ, CITY MANAGER

From: SALLY GAVLIK, DIRECTOR 

Subject: BUDGET AMENDMENT – OPERATIONAL BUDGET FOR McALLEN NATURE CENTER PARK

Date: MARCH 4, 2013

COMMENT

GOAL:

To provide a budget amendment for the McAllen Nature Center Park.

DISCUSSION:

The McAllen Nature Park (Botanical Gardens) has been closed for several years. Both the Valley Land Fund and Texas A&M, AgriLife expressed interest in working with the site so that it could be re-opened. The groups had several concepts that would turn the park into an attraction for the City of McAllen.

On February 11, 2013 the Parks and Recreation Department presented to the City Commission a plan to operate and begin development of the park. The presentation centered around the need to secure the site, preserve plant and animal life in the park, and to be able to open it to the public for birding, hiking on the trails, and education classes. At the conclusion of the presentation, the Commission supported the concept of the Parks and Recreation Department to begin the development of the park.

This budget amendment is for the first year of operations and improvements to the park.

RECOMMENDATION:

The Parks and Recreation Department recommends approval of the budget amendment in the amount of \$112,000 for the McAllen Nature Center Park from the General Fund Balance.

**CITY OF McALLEN
BUDGET AMENDMENT REQUEST FORM
FISCAL YEAR 2013**

DATE OF ENTRY	
ENTRY MADE BY	
JOURNAL ENTRY #	
AA UPDATE DATE	
To be assigned by Finance Dept.	

FUND: General

DEPARTMENT: Parks

Fund	Dept. & Division	Activity	Element & Object	Project Code	Description	Original/Revised Budget	Debt	Credit	Revised Budget
300	8708	466	66.30	CP1305	Nature Center	\$ -	\$ 112,000		\$ 112,000
011	0000	290	99.00	n/a	General Fund Balance (Don't Post)	39,572,718		112,000	39,460,718
011	9010	499	74.06	n/a	Operating Transfer Out/Capital Improvement Fund	1,230,000	112,000		1,342,000
300	0000	391	04.00	n/a	Transfers In/General Fund	1,230,000		112,000	1,342,000
TOTALS						\$ 42,032,718	\$ 224,000	\$ 224,000	\$ 42,256,718

(Round up all amounts to the nearest hundred dollars)

JUSTIFICATION: \$72,000 in CIP expenses for fencing, restrooms, and plumbing/electrical supplies at the Nature Center.

An additional \$40,000 for General Operating expenditures such as programming, maintenance, security and contract expenses.

Department Head Approval

Signature _____ Date _____

Finance Department

Signature _____ Date _____

City Manager

Signature _____ Date _____

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: INCREASE THE PARKS AND RECREATION DEPARTMENT GENERAL FUND BY \$112,000 FOR THE DEVELOPMENT OF THE McALLEN NATURE CENTER PARK

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 10th day of March, 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 March, 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 X
Utility Board _____
Other Board _____

Agenda Item 3 A
Date Submitted 03/05/13
Meeting Date 03/11/13

1. Agenda Item: Service Contract for Security Guard Services
 Project No. 01-13-S30-42

2. Party Making Request: Risk Management Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No
 Request authorization to award a Service Contract for Security Guard Services for various departments of the City to the highest ranked respondent, American Investigation & Security International from Brownsville, TX for their proposed rate of \$10.99 per hour for Non-Armed Security Guards and \$11.39 per hour for Armed Security Guards. If approved, contract term shall be for a period of one (1) year with the option to extend for two (2) additional years in one (1) year increments with City Manager approval if the performance of the vendor is satisfactory and the hourly rates remain firm. In addition, we respectfully request authorization to terminate such contract(s) with City Manager approval and re-award affected service(s) to the next highest ranked respondent, in the event that the awarded vendor fails to meet or perform under the terms and conditions of the Service Contract.

4. Policy Implication: City Commission approval needed.

5. Budgeted: X Yes From various departments/funds No
Armed: \$ 11.39/hour
Non-Armed: \$ 10.99/hour

***This expense shall be paid from the individual department(s) budgeted Rental & Contractual (Security Guard Service) line item account. Expense history attached.**

If over budget how will it be paid for: 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> Sandra Garza, </u> Risk & Safety Manager	<u> SG </u>	<u> 03/05/13 </u>	<u> ✓ </u> Yes <u> </u> No
b)	<u> Wendy L. Smith </u> Assistant City Manager	<u> WS </u>	<u> 03/05/13 </u>	<u> ✓ </u> Yes <u> </u> No

8. Staff's Recommendation: Recommend awarding contract to American Investigations & Security International.

Advisory Board: Approved Disapproved None
City Attorney: KP Approved Disapproved None
Manager's Recommendation: MRP Approved Disapproved None

Memo

TO: Wendy L. Smith, Assistant City Manager
FROM: Sandra Garza, Risk & Safety Manager
DATE: March 5, 2013
SUBJECT: Project No. 01-13-S30-42
 Service Contract for Security Guard Services

On December 21, 2012 Purchasing & Contracting solicited sealed requests for proposals for Security Guard Services. A total of eleven (11) companies responded to our solicitation as depicted on the attached bid tabulation. Six (6) companies were considered non-responsive. A panel of staff including the Police Chief, Risk & Safety Manager, Convention Center Operations Manager, Recycling Manager, and Traffic Operations Manager evaluated the security guard service proposals. All panel members have had experience with security services at their respective facilities and/or departments.

The panel rated proposals based on price, firm principals, number of available guards, and completeness of application. All of these factors were determined essential to establish which bidder offers the best value to the City.

American Investigations & Security International was judged as superior to all other bidders for having an excellent rate of being re-awarded contracts, quick to resolve issues, continuity of service, and good customer service and references overall. American Investigations & Security International from Brownsville, TX is currently contracted by the City of McAllen for security guard services and has performed satisfactorily during their three year term.

HISTORICAL DATA:

The table below depicts the approximate amount of money spent during the previous contract year.

Security Guard Costs			
FY 2011/2012	Armed Security Guards	Non-Armed Security Guards	TOTAL
PREVIOUS PRICING:	\$10.97/hour	\$10.47/hour	
HOURS:	12,246 hours	48,731 hours	60,977 hours
DOLLAR AMOUNT:	\$134,337.63	\$510,210.67	\$644,548.30
ANTICIPATED COSTS	Armed Security Guards	Non-Armed Security Guards	TOTAL
NEW CONTRACT PRICING:	\$11.39/hour	\$10.99/hour	
HOURS:	12,246 hours	48,731 hours	60,977 hours
DOLLAR AMOUNT:	\$139,481.94	\$535,553.69	\$675,035.63
COST DIFFERENCE	\$5,144.31	\$25,343.02	\$30,487.33

RECOMMENDATION:

Staff recommends American Investigations & Security International from Brownsville, TX.



PROJECT NO: 01-13-S30-42 REQUEST FOR PROPOSALS FOR SECURITY GUARD SERVICE

						NON-RESPONSIVE					
BIDDERS	FLORES INVESTMENTS INC DBA AMERICAN INVESTIGATIONS SECURITY INTL BROWNSVILLE, TX.	VALLEY METRO SECURITY EDINBURG, TX.	AMERICAN SURVEILLANCE INC. BROWNSVILLE, TX.	BOLT SECURITY COMPANY EDINBURG, TX.	SOUTH STAR SECURITY SERVICE PHARR, TX.	ALLEGIANCE SECURITY GROUP, LLC. MCALLEN, TX.	CYMEZ INTERNATIONAL SECURITY LLC HIDALGO, TX.	GUARDIAN PROTECTION SERVICES MCALLEN, TX.	INTERNATIONAL SECURITY AGENCY WESLACO, TX.	VALLEY WIDE SECURITY BROWNSVILLE, TX.	VETS SECURING AMERICA SAN ANTONIO, TX.
STATE LICENSED/BONDED	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
CERTIFICATE OF INSURANCE ATTACHED	YES	YES	YES	YES	YES	YES	YES	NO	NO	YES	YES
FACTOR 1:											
HOURLY RATE FOR STATE CERTIFIED (ARMED) SECURITY GUARD	\$11.39	\$11.14	\$10.85	\$11.35	\$11.50	\$10.83	\$10.35	\$10.48	\$18.00	\$13.25	\$13.51
FACTOR 2:											
HOURLY RATE FOR STATE CERTIFIED (NON-ARMED) SECURITY GUARD	\$10.99	\$10.24	\$10.37	\$10.95	\$11.00	\$10.54	\$10.35	\$10.15	\$15.00	\$11.50	\$10.91
FACTOR 3:											
NUMBER OF ARMED SECURITY GUARD AVAILABLE	28	44	55	2	15	21	15	6	15	NOT PROVIDED	9
NUMBER OF NON-ARMED SECURITY GUARDS AVAILABLE	124	141	90	19	25	40	40	49	20	NOT PROVIDED	25
FACTOR 4:											
REFERENCES SUBMITTED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED
FACTOR 5:											
UNIFORM SAMPLE - STANDARD	PROVIDED SAMPLE	PROVIDED SAMPLE	PROVIDED PICTURES	PROVIDED SAMPLE	PROVIDED SAMPLE	PROVIDED PICTURES	PROVIDED	PROVIDED PICTURES	PICTURES	PROVIDED SAMPLE	NOT PROVIDED
UNIFORM SAMPLE - FORMAL	PROVIDED SAMPLE	PROVIDED SAMPLE	PROVIDED PICTURES	PROVIDED SAMPLE	PROVIDED SAMPLE	PROVIDED PICTURES	PROVIDED	PROVIDED PICTURES	PICTURES	PROVIDED SAMPLE	NOT PROVIDED
UNIFORM SAMPLE - I.D.	PROVIDED PICTURES	PROVIDED SAMPLE	PROVIDED PICTURES	PROVIDED SAMPLE	PROVIDED SAMPLE	PROVIDED PICTURES	PROVIDED	PROVIDED PICTURES	PICTURES	PROVIDED SAMPLE	NOT PROVIDED
UNIFORM SAMPLE - PATCHES	PROVIDED SAMPLE	PROVIDED SAMPLE	PROVIDED PICTURES	PROVIDED SAMPLE	PROVIDED SAMPLE	PROVIDED PICTURES	PROVIDED	PROVIDED PICTURES	PICTURES	PROVIDED SAMPLE	NOT PROVIDED
UNIFORM SAMPLE - SECURITY GUARD BADGE	PROVIDED SAMPLE	PROVIDED SAMPLE	PROVIDED PICTURES	PROVIDED SAMPLE	PROVIDED SAMPLE	PROVIDED PICTURES	PROVIDED	PROVIDED PICTURES	PICTURES	PROVIDED SAMPLE	NOT PROVIDED
FACTOR 6:											
FIRM	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	NOT PROVIDED	PROVIDED
BUSINESS	23 YEARS	12 YEARS	14 YEARS	14 YEARS	14 YEARS	OVER 21 YEARS	6 YEARS	2 YEARS 2-MONTHS	6 YEARS	NOT PROVIDED	4 YEARS
INCLUDED CHAIN OF COMMAND OUTLINE AND 24/7 CONTACT PHONE NO.	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	NOT PROVIDED	PROVIDED	PROVIDED	NOT PROVIDED	NOT PROVIDED
REQUIRED SUBMITTALS:											
LIST OF ALL PROPOSED SECURITY GUARDS	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	NOT PROVIDED	PROVIDED	PROVIDED	NOT PROVIDED	NOT PROVIDED	NOT PROVIDED
COPY(IES) OF BACKGROUND CHECKS	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	NOT PROVIDED	NOT PROVIDED	NOT PROVIDED	PROVIDED	PROVIDED	NOT PROVIDED
COPY(IES) OF DRUG & ALCOHOL TESTING	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	NOT PROVIDED	NOT PROVIDED	NOT PROVIDED	NOT PROVIDED	PROVIDED	NOT PROVIDED
COPY(IES) OF LICENSES	PROVIDED	PROVIDED	PROVIDED	PROVIDED	PROVIDED	NOT PROVIDED	NOT PROVIDED	PROVIDED	NOT PROVIDED	NOT PROVIDED	NOT PROVIDED
ADDENDUM NO. 1	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	NOT ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED
ADDENDUM NO. 2	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	NOT ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	NOT ACKNOWLEDGED	ACKNOWLEDGED
ADDENDUM NO. 3	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	NOT ACKNOWLEDGED	NOT ACKNOWLEDGED	ACKNOWLEDGED	NOT ACKNOWLEDGED	NOT ACKNOWLEDGED	ACKNOWLEDGED
						NON-RESPONSIVE: Incomplete Submittal	NON-RESPONSIVE: Conditioned their prices & pmt terms	NON-RESPONSIVE: Incomplete Submittal	NON-RESPONSIVE: Incomplete Submittal	NON-RESPONSIVE: Incomplete Submittal	NON-RESPONSIVE: Incomplete Submittal

STANDARDIZED RECOMMENDATION FORM

City Commission X
Utility Board
Other Board

Agenda Item 3B
Date Submitted 03/01/13
Meeting Date 03/11/13

1. **Agenda Item:** Award of Contract for the Purchase of Thirty-two (32) 2013 Vehicles -
Project No. 02-13-P16-35

2. **Party Making Request:** Public Works

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

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

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

Bid Amount: \$920,017 Budgeted Amount: \$938,200

(THESE VEHICLES WILL BE PAID FROM VARIOUS FUND ACCOUNTS)

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

7. **Routing:**

<u>Name/Title</u>	<u>Initial</u>	<u>Date</u>	<u>Concurrence</u>
a.) C. Sanchez, Dir. Of PW	<u> CS </u>	<u>03/01/13</u>	<u> YES </u>
b.) S. Zamora, CPM, Dir. Of Purchasing	<u> </u>	<u> </u>	<u> </u>
c.) W. Smith, Asst. City Manager	<u> </u>	<u> </u>	<u> </u>
d.) J.W. Dale, CPA, Finance Director	<u> </u>	<u> </u>	<u> </u>

8. **Staff's Recommendation:** Summary: Recommend award of a Purchase Contract to Randell Reed's Prestige
Ford of Garland, TX for Items 1a, 2b, 3b, 4a, 4b, 5a, 5c, 7, and 9. Caldwell Country Ford from Caldwell, TX for
Items 1b, and 2a. Philpott Motors from Nederland, TX for Item 3a, and 6. Caldwell Country Chevrolet of
Caldwell, TX for Items 5b and 8. Staff recommends bid for item #10a be rejected and rebid.

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

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

11. **City Manager:** MRP Approved Disapprove None

To: Mike R. Perez, City Manager

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

Date: March 1, 2013

Subject: Award of Contract - Purchase of NEW 2013 VEHICLES - Project No. 02-13-P16-35

GOAL: Fleet Operations Department requests your authorization to award multiple Purchase Contracts to the lowest responsive and responsible bidders meeting the requirements of the specifications and bid solicitation documents. Recommendations are based on a per item basis. Attached, for your review, is the Bid Tabulation depicting the proposed vendor(s) to be contracted with, upon City Commission approval. In addition, we have included the current year's budget within the recap below.

BRIEF EXPLANATION: On February 7, 2013, Purchasing and Contracting solicited and opened sealed bids for the purchase of thirty-two (32) 2013 Vehicles for various departments (23-City and 9-MPU). A total of five (5) companies responded to our solicitation providing their pricing structure reflecting dealer pricing.

HISTORY: Historically, the City solicits sealed bids for vehicles that have reached and/or surpassed their life expectancy, and have been recommended for replacement. (Please note that all vehicles due for replacement have gone through the justification and budget approval process).

OPTIONS: Award Purchase Contracts as outlined below.

VENDOR (Recommended Low Bidder)	ITEM NUMBER	TOTAL CONTRACT AMOUNT	AMOUNT BUDGETED
RANDELL REED'S PRESTIGE FORD GARLAND, TX	1a, 2b, 3b, 4a,4b, 5a,5c, 7, 9	\$445,795.00	\$463,000.00
CALDWELL COUNTRY FORD CALDWELL, TX	1b, 2a	\$115,423.00	\$132,200.00
PHILPOT MOTORS NEDERLAND, TX	3a, 6	\$114,170.00	\$118,000.00
CALDWELL COUNTRY CHEVROLET CALDWELL, TX	5b, 8	\$244,629.00	\$225,000.00
GRANDE TRUCK CENTER SAN ANTONIO, TX	10a	\$66,939.00 REJECT BID	\$50,000.00
GRAND TOTAL		\$920,017.00	\$938,200.00

RECOMMENDATION DETAILS: Recommend award of a Purchase Contract to Randell Reed's Prestige Ford of Garland, TX for Items 1a, 2b, 3b, 4a, 4b, 5a, 5c, 7, and 9. Caldwell Country Ford from Caldwell, TX for Items 1b, and 2a. Philpot Motors from Nederland, TX for Item 3a, and 6. Caldwell Country Chevrolet of Caldwell, TX for Items 5b and 8. Staff recommends bid for item 10a be rejected and rebid.

eBid eXchange Export

Solicitation: 02-13-P16-35 PURCHASE OF THIRTY-TWO (32) 2013 VEHICLES

Bid Opening: February 07, 2013 at 3:00 p.m.

					★ PHILPOT MOTORS NEDERLAND, TX		★ CALDWELL COUNTRY FORD CALDWELL, TX		★ RANDELL REED'S PRESTIGE FORD GARLAND, TX		★ GRANDE TRUCK CENTER SAN ANTONIO, TX		★ CALDWELL COUNTRY CHEVROLET CALDWELL, TX		
No.	Internal Ref. No.	Type	Description	UOM	QTY	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount
MAKE & MODEL :					2013 FORD F150		2013 FORD F150		2013 FORD F-150 (1/2 ton) Ford using prime protection for frame/no need for undercoating		2013 FORD F150		2013 CHEVROLET 1500		
1	072-02	BASE	ITEM NO. 1a - ONE (1) ½ T STD. CAB P/U TRUCKS : 6 CYL, LONGBED (WW COLL -1)	EA	1	\$16,529.00	\$16,529.00	\$16,550.00	\$16,550.00	\$17,275.00	\$17,275.00	\$17,649.00	\$17,649.00	\$19,296.00	\$19,296.00
DELIVERY :					60-90 DAYS		90-120 DAYS		60-75 DAYS		70-105 DAYS		90-120 DAYS		
MAKE & MODEL :					2013 FORD F150		★ 2013 FORD F150		2013 FORD F-150(1/2 ton) no need for unercoating/has prime protection from factory		2013 FORD F150		2013 CHEVROLET SILVERADO 1500		
2	072-02	BASE	ITEM NO. 1b - FIVE (5) ½ T STD. CAB P/U TRUCKS : 6 CYL, SHORTBED (MTR.RDR-3) (WW-2)	EA	5	\$15,506.00	\$77,530.00	\$15,527.00	\$77,635.00	\$16,175.00	\$80,875.00	\$17,386.00	\$86,930.00	\$20,750.00	\$103,750.00
DELIVERY :					60-90 DAYS		90-120 DAYS		60-75 DAYS		70-105 DAYS		NOT SPECIFIED		
MAKE & MODEL :					2013 FORD F150		★ 2013 FORD F150		2013 FORD F-150 EXT CAB		2013 FORD F150		2013 CHEVROLET 1500 EXT CAB		
3	072-02	BASE	ITEM NO. 2a - TWO (2) ½ T EXT. CAB P/U TRUCKS : 6 CYL, SHORTBED, 2WD (P- 1, PD-1)	EA	2	\$18,873.00	\$37,746.00	\$18,894.00	\$37,788.00	\$19,600.00	\$39,200.00	\$19,993.00	\$39,986.00	\$22,100.00	\$44,200.00
DELIVERY :					60-90 DAYS		90-120 DAYS		65-75 DAYS		70-105 DAYS		NOT SPECIFIED		
MAKE & MODEL :					2013 FORD F150		2013 FORD F150		★ 2013 FORD F-150 EXT CAB WITH CAMPER/LEER MODEL		NO BID		2013 CHEVROLET 1/2 EXT CAB		
4	072-02	BASE	ITEM NO. 2b - ONE (1) ½ T EXT. CAB P/U TRUCKS : 6 CYL, LONGBED, 2WD WITH CAMPER BED LINER (P-1)	EA	1	\$21,524.00	\$21,524.00	\$21,004.00	\$21,004.00	\$22,860.00	\$22,860.00	NO BID	NO BID	\$26,100.00	\$26,100.00
DELIVERY :					90-120 DAYS		90-120 DAYS		65-75 DAYS		N/A		NOT SPECIFIED		
MAKE & MODEL :					★ 2013 FORD F250		2013 FORD F250		2013 FORD F-250 WITH SERVICE BODY /RKI		2013 FORD F250		2013 CHEVROLET 2500		
5	072-02	BASE	ITEM NO. 3a - TWO (2) ¾ T STD. CAB P/U TRUCKS; 8 CYL, LONGBED, 2WD, GASOLINE (WW -2)	EA	2	\$19,318.00	\$38,636.00	\$19,201.00	\$38,402.00	\$19,980.00	\$39,960.00	\$20,324.00	\$40,648.00	\$23,900.00	\$47,800.00
DELIVERY :					ETA 90 DAYS		90-120 DAYS		65-75 DAYS		75-105 DAYS		NOT SPECIFIED		
MAKE & MODEL :					2013 FORD F250		2013 FORD F350		★ 2013 FORD F-250 WITH SERVICE BODY		2013 FORD F250		NO BID		
6	072-02	BASE	ITEM NO. 3b - ONE (1) ¾ T STD. CAB P/U TRUCKS W/UT. SERVICE BODY; 8 CYL, 2WD, GASOLINE (RESIDENTIAL-1) SPECIFY YEAR, MAKE, MODEL & DELV. AFTER RECEIPT OF ORDER IN COMMENT AREA	EA	1	\$32,734.00	\$32,734.00	\$32,424.00	\$32,424.00	\$31,480.00	\$31,480.00	\$36,061.00	\$36,061.00	NO BID	NO BID
DELIVERY :					90-150 DAYS		120-150 DAYS		65-80 DAYS		105-155 DAYS		N/A		

eBid eXchange Export

Solicitation: 02-13-P16-35 PURCHASE OF THIRTY-TWO (32) 2013 VEHICLES

Bid Opening: February 07, 2013 at 3:00 p.m.

					★ PHILPOT MOTORS NEDERLAND, TX		★ CALDWELL COUNTRY FORD CALDWELL, TX		★ RANDELL REED'S PRESTIGE FORD GARLAND, TX		★ GRANDE TRUCK CENTER SAN ANTONIO, TX		★ CALDWELL COUNTRY CHEVROLET CALDWELL, TX		
No.	Internal Ref. No.	Type	Description	UOM	QTY	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount
MAKE & MODEL :					2013 FORD F250		2013 FORD F250		★ 2013 FORD F-250 EXT CAB		2013 FORD F250		NO BID		
7	072-02	BASE	ITEM NO. 4a - THREE (3) 3/4T EXT. CAB P/U TRUCKS; 8CYL, LONGBED, 4WD, GASOLINE (ANIMAL CONTROL-3)	EA	3	\$24,281.00	\$72,843.00	\$24,172.00	\$72,516.00	\$24,800.00	\$74,400.00	\$25,599.00	\$76,797.00	NO BID	NO BID
DELIVERY :					ETA 90 DAYS		90-120 DAYS		65-75 DAYS		75-105 DAYS		N/A		
MAKE & MODEL :					2013 FORD F350		2013 FORD F350		★ 2013 FORD F-250 EXT CAB		2013 FORD F250		NO BID		
8	072-02	BASE	ITEM NO. 4b - ONE (1) 3/4T EXT. CAB P/U TRUCKS W/UT. SERVICE BODY; 8 CYL, 2WD, DIESEL (SIDEWALK-1)	EA	1	\$38,159.00	\$38,159.00	\$37,244.00	\$37,244.00	\$36,250.00	\$36,250.00	\$42,113.00	\$42,113.00	NO BID	NO BID
DELIVERY :					120-150 DAYS		120-150 DAYS		65-75 DAYS		105-155 DAYS		N/A		
MAKE & MODEL :					2013 FORD F250		2013 FORD F250		★ 2013 FORD F250 CREW CAB		2013 FORD F250		2013 CHEVROLET 2500 HD		
9	072-02	BASE	ITEM NO. 5a - FOUR (4) 3/4T CREW CAB P/U TRUCKS; 8 CYL, LONGBED, 4WD, DIESEL (DRNG-1, FD-1, RECY-2)	EA	4	\$38,423.00	\$153,692.00	\$35,950.00	\$143,800.00	\$36,980.00	\$147,920.00	\$38,737.00	\$154,948.00	\$41,322.00	\$165,288.00
DELIVERY :					120-140 DAYS		90-120 DAYS		65-75 DAYS		105-155 DAYS		NOT SPECIFIED		
MAKE & MODEL :					2013 FORD F250		2013 FORD F250 XLT		2013 FORD F-250 CREW CAB na vynil seats and floor carper only vynil seats and vynal floor		2013 FORD F250		★ 2013 CHEVROLET 2500 HD		
10	072-02	BASE	ITEM NO. 5b - FIVE (5) 3/4T CREW CAB P/U TRUCKS; 8 CYL, SHORTBED, 4WD, DIESEL, (ENG-1, FD-1, PD-1, ST.MAINT-1, TRAFFIC-1)	EA	5	\$41,029.00	\$205,145.00	\$39,071.00	\$195,355.00	\$37,200.00	\$186,000.00	\$41,336.00	\$206,680.00	\$40,975.00	\$204,875.00
DELIVERY :					120-140 DAYS		90-120 DAYS		65-75 DAYS		75-125 DAYS		120 DAYS		
MAKE & MODEL :					2013 FORD F350		2013 FORD F350		★ 2013 FORD F-350 CREW CAB		2013 FORD F350		2013 CHEVROLET 2500 HD		
11	072-03	BASE	ITEM NO. 5c - ONE (1) 1T CREW CAB P/U TRUCKS; 8 CYL, SHORTBED, 4WD, DIESEL (PD-1)	EA	1	\$32,734.00	\$32,734.00	\$32,621.00	\$32,621.00	\$32,350.00	\$32,350.00	\$34,182.00	\$34,182.00	\$35,575.00	\$35,575.00
DELIVERY :					90-120 DAYS		90-120 DAYS		65-75 DAYS		75-105 DAYS		90-120 DAYS		
MAKE & MODEL :					★ 2013 FORD F350		2013 FORD F350		2013 FORD F-350 CHASSIE this is with 165/84 CA OR 37960 WITH 141/60 CA		2013 FORD F350		NO BID		
12	072-03	BASE	ITEM NO. 6 - TWO (2) 1 T STD. CAB P/U TRUCK WITH UTILITY SERVICE BODY; DRW, DIESEL (TRAFFIC-2)	EA	2	\$37,767.00	\$75,534.00	\$36,363.00	\$72,726.00	\$38,950.00	\$77,900.00	\$45,347.00	\$90,694.00	NO BID	NO BID
DELIVERY :					120-150 DAYS		120-150 DAYS		75-80 DAYS		105-155 DAYS		N/A		

eBid eXchange Export

Solicitation: 02-13-P16-35 PURCHASE OF THIRTY-TWO (32) 2013 VEHICLES

Bid Opening: February 07, 2013 at 3:00 p.m.

						★ PHILPOT MOTORS NEDERLAND, TX		★ CALDWELL COUNTRY FORD CALDWELL, TX		★ RANDELL REED'S PRESTIGE FORD GARLAND, TX		★ GRANDE TRUCK CENTER SAN ANTONIO, TX		★ CALDWELL COUNTRY CHEVROLET CALDWELL, TX	
No.	Internal Ref. No.	Type	Description	UOM	QTY	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount
MAKE & MODEL :						2013 FORD F350		2013 FORD F350		★ 2013 FORD F-350 EXT CAB		2013 FORD F350		NO BID	
13	072-03	BASE	ITEM NO. 7 - ONE (1) 1T EXT.CAB P/U TRUCK WITH A FLAT BED: DRW, 4WD, DIESEL (FD-1)	EA	1	\$37,533.00	\$37,533.00	\$36,578.00	\$36,578.00	\$36,580.00	\$36,580.00	\$36,905.00	\$36,905.00	NO BID	NO BID
DELIVERY :						120-150 DAYS		120-150 DAYS		65-90 DAYS		95-125 DAYS		N/A	
MAKE & MODEL :						NO BID		FORD E-350 WAGON		2013 FORD E-350 PASSANGER VAN NA diesel on Ford Van/bid with gas engine		NO BID		★ 2013 CHEVROLET 3500	
14	071-92	BASE	ITEM NO. 8 - ONE (1) FULL-SIZE EXT. LENGTH 15-PASSENGER VAN 2WD, DIESEL (FD-1)	EA	1	NO BID	NO BID	\$24,661.00	\$24,661.00	\$24,650.00	\$24,650.00	NO BID	NO BID	\$39,754.00	\$39,754.00
DELIVERY :						N/A		90-120 DAYS		65-75 DAYS		N/A		NOT SPECIFIED	
MAKE & MODEL :						2013 FORD F550		2013 FORD F550		★ 2013 FORD F-550		2013 - FSG		NO BID	
15	072-05	BASE	ITEM NO. 9 - ONE (1) 19,000 GVW C WITH 3-4 C.Y. DUMP BODY (T-1)	EA	1	\$46,000.00	\$46,000.00	\$41,848.00	\$41,848.00	\$46,680.00	\$46,680.00	\$47,116.00	\$47,116.00	NO BID	NO BID
DELIVERY :						120-150 DAYS		120-150 DAYS		75-90 DAYS		105-150 DAYS		N/A	
MAKE & MODEL :						NO BID		NO BID		NO BID		2013 - NOT SPECIFIED		NO BID	
16	072-05	BASE	ITEM NO. 10a - ONE (1) NEW UNUSED F-550 C, CREW CAB, CHIPPER TRUCK, 4WD, DIESEL WITH FORESTRY BODY (BRUSH-1)	EA	1	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$66,939.00	\$66,939.00	NO BID	NO BID
DELIVERY :						N/A		N/A		N/A		NOT SPECIFIED		N/A	
MAKE & MODEL :						NO BID		NO BID		NO BID		2013 - NOT SPECIFIED		NO BID	
17	072-05	ADD	ITEM NO. 10b - ONE (1) ALTERNATE NO. 1- PRE-OWNED F-550 C, CREW CAB, CHIPPER TRUCK, 4WD, DIESEL WITH FORESTRY BODY (BRUSH-1)	EA	1	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$0.00	\$0.00	NO BID	NO BID
DELIVERY :						N/A		N/A		N/A		NOT SPECIFIED		N/A	
TOTAL AMOUNT BID INCLUDING ALTERNATE NO. 1						\$886,339.00		\$881,152.00		\$894,380.00		\$977,648.00		\$686,638.00	
BID BOND (5%)						NOT SUBMITTED		NOT SUBMITTED		NOT SUBMITTED		NOT SUBMITTED		NOT SUBMITTED	

Reject bid & re-bid

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
BRIDGE BOARD _____

AGENDA ITEM 3C
DATE SUBMITTED 03/04/13
MEETING DATE 03/11/13

1. Agenda Item: **CHANGE ORDER NO. 2 & FINAL RECONCILIATION OF QUANTITIES – PAVING AND DRAINAGE IMPROVEMENTS AT MCALLEN-HIDALGO INTERNATIONAL BRIDGE (CSJ#0921-02-204; PROJECT # 06-12-C17-152)**

2. Party Making Request: Engineering Department

3. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of Change Order No. 2 & Final Reconciliation of Quantities for Paving and Drainage Improvements at McAllen-Hidalgo International Bridge.

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

5. Budgeted: X Yes No N/A
Funding Source: **566-8708-436-66.36 IR 1301**

Original Contract Amount:	\$ 957,020.50	90 working days
Change Order #1:	\$ 9,741.70	0 working days
Change Order #2 & FRQ:	\$ 1,223.20	0 working days
Total Revised Contract Amount:	\$ 967,985.40	90 working days

6. Alternate Option/Costs: _____

7. Routing:

	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.)	<u>Yvette Barrera, P.E.,CFM, City Engineer</u>	<u>YB</u>	<u>3/5/13</u>	<u>YES</u>
b.)	<u>Roel "Roy" Rodriguez, P.E.Asst. City Mgr</u>	_____	_____	_____
c.)	<u>Jerry Dale,CPA, Finance Director</u>	_____	_____	_____
d.)	<u>Brent Branham, Deputy City Manager</u>	_____	_____	_____
e.)	<u>Sandra Zamora, CPM, Director of P&C</u>	_____	_____	_____
f.)	<u>Rigo Villareal, Superintendent of Bridges</u>	_____	_____	_____

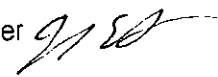
8. Staff Recommendation: Approval of Change Order No.2 & Final Reconciliation of Quantities for the Paving and Drainage Improvements at McAllen-Hidalgo International Bridge.

9. Advisory Board: Approved Disapproved None

10. City Attorney: KP Approved Disapproved None

11. Manager's Recommendation: MRP Approved Disapproved None

To: Mike R. Perez, City Manager

From: Jeremy Santoscoy, PE, CFM, Transportation Engineer 

Through: Yvette Barrera, PE, CFM, City Engineer

Date: March 4, 2013

Subject: **Change Order No.2 & Final Reconciliation of Quantities – Paving and Drainage Improvements at McAllen-Hidalgo International Bridge (CSJ # 0921-02-204; Project # 06-12-C17-152)**

GOAL

Consideration and approval of Change Order No.2 & Final Reconciliation of Quantities on Paving and Drainage Improvements at McAllen-Hidalgo International Bridge for REIM Construction, Inc.

EXPLANATION

Construction of the McAllen-Hidalgo International Bridge paving and drainage improvements provided for the additional southbound lane and sidewalk to add capacity to both vehicular traffic and safely navigate pedestrian traffic. The project was substantially completed and opened January 30, 2013. Some items were reconciled to be different from contract quantities because of existing conditions throughout the project.

The 2-inch hot-mix asphaltic concrete (HMAC) was overrun by 129 square-yards to meet the transition between the existing HMAC pavement within the intersection and the new concrete pavement. The existing HMAC pavement at the Bridge Street intersection existed in a parabolic curve where the new and existing pavement was to match up. A transition within the existing pavement was created to allow for a smooth approach onto the new concrete pavement.

The 4-inch reinforced concrete sidewalk was overrun by 250 square-feet to compensate for an area at the southwest corner of the main southbound lanes and Joe Pate Boulevard. During the waterline relocation carried out by the City of Hidalgo prior to construction, the pedestrian area at this corner was disturbed for the installation of a valve to tie back into the exiting waterline looped at Joe Pate Blvd. The additional sidewalk covered this area to provide a safe and accessible route for the pedestrians crossing the bridge.

The 9-inch reinforced concrete pavement was deducted 12 square-yards to compensate for an area along the taxi queuing area that did not meet required compressive strength. The average test results for the 50 cubic-yard pour was 94%. The pavement was reviewed to be sufficient for the loads carried through the area and was accepted. The 6% reduction in strength was deducted at the same rate of the pay item for the 200 square-yards from that pour. Overall, the test results for this concrete pavement averaged 113% of required strength.

After further consideration, only one speed bump was considered for the project. The need to add another speed hump was reviewed with Bridge Operations and TxDOT Project Manager and all parties were in agreement with recommendation. The speed bump item was deducted 1 each.

Below is a summary of the reconciled contract. All pricing conforms to existing prices in the current contract. Below is contract breakdown.

Original Contract =	\$957,020.50	
Proposed Change Order #1 =	\$9,741.70	1.02%
Proposed Change Order #2 & FRQ =	\$1,223.20	0.13%
Proposed Revised Contract =	\$967,985.40	101.15%

Revised Federal Share (80%)=	\$774,388.32
Revised City Share (20%)=	\$193,597.08

Please see attachments for cost itemization.

OPTIONS

Approve or reject Change Order No.2 and Final Reconciliation of Quantities.

RECOMMENDATION

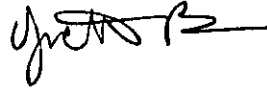
Based on review by this office, staff recommends approval of Change Order No. 2 and Final Reconciliation of Quantities for the Paving and Drainage Improvements at McAllen-Hidalgo International Bridge to REIM Construction, Inc., in the amount of \$1,223.20 for a total revised contract amount of \$967,985.40.

Paving and Drainage Improvements at McAllen-Hidalgo International Bridge

REIM Construction			ORIGINAL CONTRACT			CHANGE ORDER No.1			CHANGE ORDER No. 2 & FRQ			FINAL CONTRACT		
No.	Description	UNIT	QTY	UNIT PRICE	EXTENDED PRICE	QTY	UNIT PRICE	EXTENDED PRICE	QTY	UNIT PRICE	EXTENDED PRICE	QTY	UNIT PRICE	EXTENDED PRICE
1	PAVING IMPV: Preparation Of Right Of Way Including Removal And Disposal Of All Necessary Items Including Pavement Section, Curb And Gutter, Pavers, Light Pole Fixtures, Signs, Sidewalk, And The Excavation And Grading Of Subgrade To Proposed Grades	STA	11.6	\$7,150.00	\$82,940.00	0.12	\$7,150.00	\$858.00				11.72	\$7,150.00	\$83,798.00
2	PAVING IMPV: 9" Reinforced Concrete Pavement Including Steel Reinforcement And Jointing	SY	7885	\$65.75	\$518,438.75				-12	\$65.75	-\$789.00	7873	\$65.75	\$517,649.75
3	PAVING IMPV: 2" Hot Mix Asphaltic Concrete Bond Breaker (Ty D Pg64-22) Including Prime Coat (MC-30)	SY	8044	\$13.80	\$111,007.20				129	\$13.80	\$1,780.20	8173	\$13.80	\$112,787.40
4	PAVING IMPV: 12" Lime Treated Subgrade (3% By Weight) Compacted As Per Plan, Complete In Place	SY	8205	\$6.60	\$54,153.00							8205	\$6.60	\$54,153.00
5	PAVING IMPV: 6" Reinforced Concrete Pavement Including Steel Reinforcement And Jointing	SY	196	\$59.50	\$11,662.00							196	\$59.50	\$11,662.00
6	PAVING IMPV: 8" Lime Treated Subgrade (3% By Weight) Compacted As Per Plan, Complete In Place	SY	191	\$7.75	\$1,480.25							191	\$7.75	\$1,480.25
7	PAVING IMPV: 6" Type II Monolithic Curb, Complete In Place	LF	1847	\$7.25	\$13,390.75							1847	\$7.25	\$13,390.75
8	PAVING IMPV: 12" Monolithic Curb; Match Exist Shape, Complete In Place	LF	473	\$11.55	\$5,463.15							473	\$11.55	\$5,463.15
9	PAVING IMPV: 4" Reinforced Concrete Sidewalk, Including Steel Reinforcement And Jointing, Complete In Place	SF	3434	\$3.90	\$13,392.60	959	\$3.90	\$3,740.10	250	\$3.90	\$975.00	4643	\$3.90	\$18,107.70
10	PAVING IMPV: Curb Ramp, Type 10, Complete In Place	EA	7	\$1,230.00	\$8,610.00	4	\$1,230.00	\$4,920.00		\$1,230.00	\$0.00	11	\$1,230.00	\$13,530.00
11	PAVING IMPV: Curb Ramp, Type 8, Complete In Place	EA	2	\$960.00	\$1,920.00							2	\$960.00	\$1,920.00
12	PAVING IMPV: Curb Ramp, Type 1, Complete In Place	EA	1	\$938.00	\$938.00							1	\$938.00	\$938.00
13	PAVING IMPV: Speed Bumps, Complete In Place	EA	2	\$743.00	\$1,486.00				-1	\$743.00	-\$743.00	1	\$743.00	\$743.00
14	PAVING IMPV: Brick Pavers Including Geotextile Material, 1.5" Sand Bedding, 4" Compacted Base Material And 6" Compacted Subgrade, Complete In Place	SY	279	\$75.25	\$20,994.75							279	\$75.25	\$20,994.75
15	STORM SEWER IMPV: Storm Sewer 18" RCP CL IV Pipe, Tongue Groove Joints, All Depths, Complete In Place	LF	200	\$66.50	\$13,300.00							200	\$66.50	\$13,300.00
16	STORM SEWER IMPV: Type C Inlet, Complete In Place	EA	2	\$2,860.00	\$5,720.00							2	\$2,860.00	\$5,720.00
17	STORM SEWER IMPV: Pavement Cut And Restore (Match Existing Pavement Section)	LF	18	\$31.25	\$562.50							18	\$31.25	\$562.50
18	STORM SEWER IMPV: Trench Safety Systems As Per Osha Requirements	LF	200	\$2.00	\$400.00							200	\$2.00	\$400.00
19	MISCELLANEOUS ITEMS: Temporary Sediment And Erosion Control Including Sw3p And Implementation	LS	1	\$3,760.00	\$3,760.00							1	\$3,760.00	\$3,760.00
20	MISCELLANEOUS ITEMS: Permanent Vegetative Stabilization Including Seeding And Irrigation Necessary To Achieve 70% Vegetation Coverage	SY	994	\$2.65	\$2,634.10							994	\$2.65	\$2,634.10
21	MISCELLANEOUS ITEMS: Adjust Water Meter	EA	1	\$358.00	\$358.00							1	\$358.00	\$358.00
22	MISCELLANEOUS ITEMS: 2" Sch 40 Pvc Conduit	LF	118	\$4.30	\$507.40	52	\$4.30	\$223.60				170	\$4.30	\$731.00
23	MISCELLANEOUS ITEMS: 4" Solid White Pavement Marking	LF	529	\$3.70	\$1,957.30							529	\$3.70	\$1,957.30
24	MISCELLANEOUS ITEMS: 4" Striped (10-30) White Pavement Marking	LF	660	\$3.70	\$2,442.00							660	\$3.70	\$2,442.00
25	MISCELLANEOUS ITEMS: 12" Solid White Pavement Marking	LF	240	\$16.10	\$3,864.00							240	\$16.10	\$3,864.00
26	MISCELLANEOUS ITEMS: Type II-C-R Raised Pavement Marker	EA	35	\$20.25	\$708.75							35	\$20.25	\$708.75
27	MISCELLANEOUS ITEMS: Installation of Signs	EA	5	\$520.00	\$2,600.00							5	\$520.00	\$2,600.00
28	MISCELLANEOUS ITEMS: Relocate Existing Concrete Barriers	EA	10	\$179.00	\$1,790.00							10	\$179.00	\$1,790.00
29	MISCELLANEOUS ITEMS: Temporary 5' Pedestrian Sidewalk In Accordance With Texas Accessibility Standards, Including Furnish And Install Concrete Sidewalk, Detectable Warning Mats And Removal Upon Completion Of Phase II	LS	1	\$7,740.00	\$7,740.00							1	\$7,740.00	\$7,740.00
30	MISCELLANEOUS ITEMS: Traffic Control Plan Implementation Including Furnish And Install All Channelization Devices, Barricades, Concrete Barriers, Signs, Temporary Driveway Access, Temporary Pavement Striping, Removal And Replacement Of Speed Bumps For Temporary Pedestrian Access	LS	1	\$50,000.00	\$50,000.00							1	\$50,000.00	\$50,000.00
31	MISCELLANEOUS ITEMS: Construction Staking	LS	1	\$12,800.00	\$12,800.00							1	\$12,800.00	\$12,800.00
			\$957,020.50			\$9,741.70			\$1,223.20			\$967,985.40		
			90 DAYS			0 DAYS			0 DAYS			90 DAYS		

To: Mike R. Perez, City Manager

From: Yvette Barrera, PE, CFM, City Engineer



Date: March 5, 2013

Subject: Interlocal Agreement with Hidalgo County – Ware Road from 3 Mile Line to 5 Mile Line

GOAL

Consideration and approval of Interlocal Agreement with Hidalgo County for development of Ware Road from 3 Mile Line to 5 Mile Line.

EXPLANATION

As the section of Ware Road from 3 to 5 Mile has experienced increased congestion, a proposal to partner with Hidalgo County has been drafted between both entities. The proposal is to improve the existing two lane rural section and construct a six lane, limited access urban section with a landscaped median. The proposed interlocal agreement would agree to the County being the lead agent in the development of the project. The County would be responsible for executing Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT), obtaining environmental clearance, acquiring the necessary right-of-way, adjustment of any compensable utilities, landscape and irrigation improvements within the medians. The City would be responsible for relocation of City utilities, \$1,000,000 of local funding to be used towards construction and maintenance of completed landscaped islands. TxDOT, through its AFA with the County, would be responsible for schematic development, plans, specifications, estimates and construction.

The total project is estimated at \$12 million with funding of the project assembled through FHWA, TxDOT, Hidalgo County Metropolitan Planning Organization, City and County.

OPTIONS

Approve or reject Interlocal Agreement with Hidalgo County.

RECOMMENDATION

Based on review by this office, staff recommends approval of Interlocal Agreement with Hidalgo County.

STATE OF TEXAS :
COUNTY OF HIDALGO :

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE COUNTY OF HIDALGO
AND
THE CITY OF McALLEN**

This Agreement is made on this the day of 2012, by and between the CITY OF McALLEN, hereinafter referred to as “City”, and HIDALGO COUNTY, hereinafter referred to as “County”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City and County, through its Precinct No. 4 are concurrently in the process of improving Ware Road from 3 Mile Line, northward to 5 Mile Line; and

WHEREAS, City and County are requesting to widen the existing roadway from a two lane rural section to a six lane, limited access urban section with a landscaped median; and

WHEREAS, City has committed the amount of One Million Dollars (\$1,000,000.00) to be used for the construction of the improvements for County’s project; and

WHEREAS, County has committed to acquire the right of way and providing the environmental assessment to gain environmental clearance as required by the Texas Department of Transportation; and

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

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

1. County will act as lead agency and will enter into an Advanced Funding Agreement with Texas Department of Transportation for this project, and will be responsible for any costs overruns.
2. County shall acquire at its cost the right of way.

3. County shall gain at its own costs environmental clearance through the National Environmental Policy Act for Texas Department of Transportation. Any cost for mitigation and remediation will be the County's responsibility.
4. County will be responsible for adjustment, removal or relocation of utilities in accordance with state law. City will be responsible for relocation of any City owned utilities.
5. County will pay for all landscaping and irrigation improvements, and the City will maintain same after completion.
6. City will contribute One Million Dollars (\$1,000,000.00) to County to be used for the Ware Road construction from 3 Mile Line north to 5 Mile Line.
7. This Agreement is effective on the date on which the last party to this Agreement executed the Agreement.
8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or 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.
9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.
11. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written

receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice and delivered in accordance herewith:

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

If to County: Hidalgo County
 Attention: County Judge
 P. O. Box 1356
Edinburg, Texas 78540

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.

3. **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.
4. **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.
5. **Assignment.** This Agreement shall not be assignable.
6. **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.
7. **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.
8. **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.

19. **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.
20. **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.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk
CITY

OF MC ALLEN

By: _____
Mike R. Perez, City Manager

ATTEST:

Annette Villarreal, City Secretary

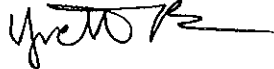
APPROVED AS TO FORM:

Stephen L. Crain, Attorney for Hidalgo County

Kevin D. Pagan, City Attorney

To: Mike R. Perez, City Manager

From: Jeremy Santoscoy, PE, CFM, Transportation Engineer

Through: Yvette Barrera, PE, CFM, City Engineer 

Date: March 5, 2013

Subject: Change Order No.7 - Bentsen Road Paving Improvements from Pecan Boulevard to 3 Mile Line Road (Project # 12-11-C04-98)

GOAL

Consideration and approval of Change Order No.7 for Bentsen Road Paving Improvements from Pecan Boulevard to 3 Mile Line Road for IOC Company.

EXPLANATION

The contractor, IOC Company, has requested several inclement weather days which have accumulated throughout the contract time. Eleven (11) days have been requested from July 2012 to January 2013. Attached is weather data.

In addition, 40 days have been requested by the contractor for a portion of 16-inch waterline construction that was part of Change Order No.2. Valves were installed to maintain flow to surrounding homes by MPU. Also, time for labor is also being requested for a total amount of 40 days. After review of project info, the project consultant as well as staff is only recommending nineteen (19) days.

Further days are being requested by the contractor and are still under review. No costs are being considered as part of this change order.

OPTIONS

Approve or reject Change Order No.7.

RECOMMENDATION

Based on review by this office, and with the recommendation from the engineering consultant, staff recommends approval of Change Order No. 7 for the Bentsen Road Paving Improvements Project from Pecan Boulevard to 3 Mile Line Road for 30 days, for a total revised contract time of 236 working days.

March 6, 2013

Mr. Jeremy Santoscoy, P.E.
Project Engineer
City of McAllen Engineering Department
1300 Houston Avenue
McAllen, Texas 78501

**Re: Time for Completion
Bentsen Road Paving Improvements Project
Roadway Phase
McAllen, Texas**

Dear Mr. Santoscoy:

We are nearing the completion of the Bentsen Road Paving Improvements Project and have made a review of IOC Company, LLC (Contractor) request for additional days of completion, some due to additional work not contained in Change Orders and additional days for delays for unfinished Phase 1 (Drainage) work by Leal Construction, as well as for inclement weather.

The Notice to Proceed was issued in May 7, 2012, and with the mobilization allowance, the actual time of beginning of the construction contract was May 21, 2012. The Construction Contract included 160 working days as the time of completion or January 24, 2013. Allowances contained in Change Orders 1, 4 and 5 added 46 days making the new completion date **April 1, 2013**.

We held a meeting with Sky Cummings, Project Manager with IOC Company on March 5, 2013 in our office to discuss claims for additional days to completion. These requests included weather delays and the other additional time not specified by Change Orders 2, 3 and 6 as well as for the unfinished drainage work.

Mr. Jeremy Santoscoy, P.E.
March 6, 2013

After our internal review, we are recommending additional days that we understand to have been documented by the City Inspector and consider reasonable:

Weather delays (Rain)	11 days
Change Order No. 2	19 days ¹
Total	<hr/> 30 additional days

¹According to RFI 32R and correspondence between City of McAllen Engineering Department and IOC. See attached correspondence herewith.

The other requests for additional time by the Contractor for Change Orders 3 and 6 and delays caused by Leal Construction are still being considered pending further evaluation and documentation. We will ask to meet with you and Contractor once again to finalize these claims within the next few days.

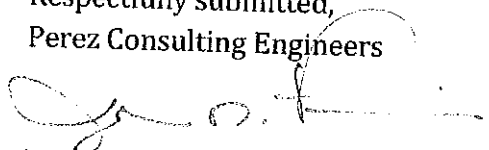
With the consideration for the additional 30 days for weather and Change Order No. 2 as here recommended and as approved by the City of McAllen, the new time of completion is **Tuesday, May 13, 2013²**.

² This date includes 1 City of McAllen Holiday on Good Friday (March 29, 2013)

Please note that according to IOC's latest submitted schedule, the projected completion date is May 1, 2013.

Should you have any additional questions, please call me.

Respectfully submitted,
Perez Consulting Engineers



Jorge D. Perez, P.E.

Rene Gonzalez

From: Jeremy A. Santoscoy [jsantoscoy@mcallen.net]
Sent: Tuesday, March 05, 2013 3:35 PM
To: 'Rene Gonzalez'
Subject: FW: Bentsen Rd - 400LF Waterline Adjustment

From: Jeremy Santoscoy
Sent: Monday, January 07, 2013 8:24 AM
To: Sky Cummings
Cc: 'Oscar Cuellar'; 'James'; 'Christian Flores'; David Del Rio; Raul Garza; Eddie Davila
Subject: Re: Bentsen Rd - 400LF Waterline Adjustment

Appurtenances have been installed. Waterline maintenance will shutdown waterline at 9am this morning, so your crews can proceed on waterline construction.

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From: "Sky Cummings" <scummings@iocompany.com>

Date: Mon, Jan 7, 2013 7:18 am

Subject: Bentsen Rd - 400LF Waterline Adjustment

To: "Jeremy Santoscoy" <jsantoscoy@mcallen.net>

Cc: "Oscar Cuellar" <ocuellar@iocompany.com>, "James" <jcavazos@iocompany.com>, "Christian Flores" <cflores@iocompany.com>

Jeremy,

I wanted to confirm we are clear to start the adjustment of the 400lf 16" waterline on the Bentsen Rd project. Please let me know as soon as possible. Thank You,

Sky Cummings

Project Manager

9312 E.Curve Rd.

Edinburg, TX 78542

<<mailto:ernie@iocompany.com>> scummings@iocompany.com

956-878-2222 Mobile

956-380-2897 Office

956-380-4085 Fax

IOC CONSTRUCTION LOGO

RECEIVED

DEC 2 2012
BY: ana
Perez Consulting Engineers signed

IOC Company, LLC
9312 E. Curve Road
Edinburg, Texas 7854
956/ 380-2897

Request for Information RFI #: 32

Date: December 21, 2012

To: Perez Consulting Engineers
808 Dallas Ave.
McAllen, Texas 78501

Attn: René González, P.E.

Project Name: Bentsen Roadway Improvements (495 Pecan Ave. to Buddy Owens)

Reference: STA67+00 to 71+00

Question(s):

We were scheduled to lower 400lf of 16" water line at the above referenced stations on 12/26, But the City of McAllen has not added needed valves to the waterline. We were notified that This should be done by 12/4/12. This will cause a delay and lower our production on this project.

If you need additional information call me at 956.878.2222 or our foreman Ramiro Silva at 956.227.4553.

Attachment(s): _____

Requested By: Sky Cummings Date: 12.21.2012

PCE Response:

Attachment(s): _____

Response By: _____ Date: _____

IOC Company, LLC
9312 E. Curve Road
Edinburg, Texas 7854
956/ 380-2897

Request for Information RFI #: 32R

Date: December 21, 2012

To: Perez Consulting Engineers
808 Dallas Ave.
McAllen, Texas 78501

Attn: René González, P.E.

Project Name: Bentsen Roadway Improvements (495 Pecan Ave. to Buddy Owens)

Reference: STA67+00 to 71+00

Question(s):

We were scheduled to lower 400lf of 16" water line at the above refernced stations on 12/26,
But the City of McAllen has not added needed valves to the waterline. We were notified that
This should be done by 1/4/13. This will cause a delay and lower our production on this
project.
If you need additional information call me at 956.878.2222 or our foreman Ramiro Silva at
956.227.4553.

Attachment(s): _____

Requested By: Sky Cummings Date: 12.21.2012

PCE Response:

Attachment(s): _____

Response By: _____ Date: _____

Memo

TO: Mike R. Perez, City Manager

FROM: Julianne R. Rankin, FAICP, Director of Planning J.R.R.

DATE: February 25, 2013

SUBJECT: REQUEST FOR VARIANCE TO NOT REQUIRE THE SUBDIVISION PROCESS AT 0.35 ACRES OUT OF LOT 10, LA LOMITA IRRIGATION AND CONSTRUCTION CO. SUBDIVISION; 11605 NORTH LA LOMITA ROAD.

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

BRIEF DESCRIPTION:
 The property is located on the west side of N. La Lomita Road, approximately 465 ft. south of S. H. 107. The 0.35 acre tract has 100 ft. of frontage along N. La Lomita Road and a depth of 154 feet. The property is zoned R-1 (single family residential) District. The adjacent zoning is R-1 in all directions and C-3 (general business) District to the northeast. Surrounding land uses include single family residences.

A single family residence exists on site. The property owner has indicated that she inherited the property with the existing house in 1970; however, the deed was not transferred to her name until 1996. The property owner is proposing to demolish the existing home and construct a new 1,158 sq. ft. house on the property. However, the property must be subdivided prior to issuance of the required permits.

The tract of land in question is described by metes and bounds and was split from a larger tract without benefit of subdivision. The existing house is currently utilizing a septic tank. The property owner is proposing to install a new septic system for the proposed home. City staff and the septic tank installer have conducted a site inspection and determined that the rear of the property is sufficient in size to accommodate a new septic tank for a three bedroom home. The property is also served by the Sharyland Water Supply Corporation.

Ms. Sanchez is requesting a variance from the City codes which require land to be properly subdivided prior to issuing a building permit. If a variance is granted, Ms. Sanchez would obtain building and related permits from the City of McAllen. However, if the variance is not approved, the subdivision process with the required public improvements and 20 ft. of right-of-way (ROW) dedication would be required prior to issuance of the necessary building permits.

Surrounding properties have been subdivided prior to construction of their improvements, such as Jaime Garza and Hacienda Quiroz Subdivisions. However, the property to the north was granted a variance to not require the subdivision process by the City Commission on November 26, 2012 subject a 20 ft. ROW dedication along N. La Lomita Road.

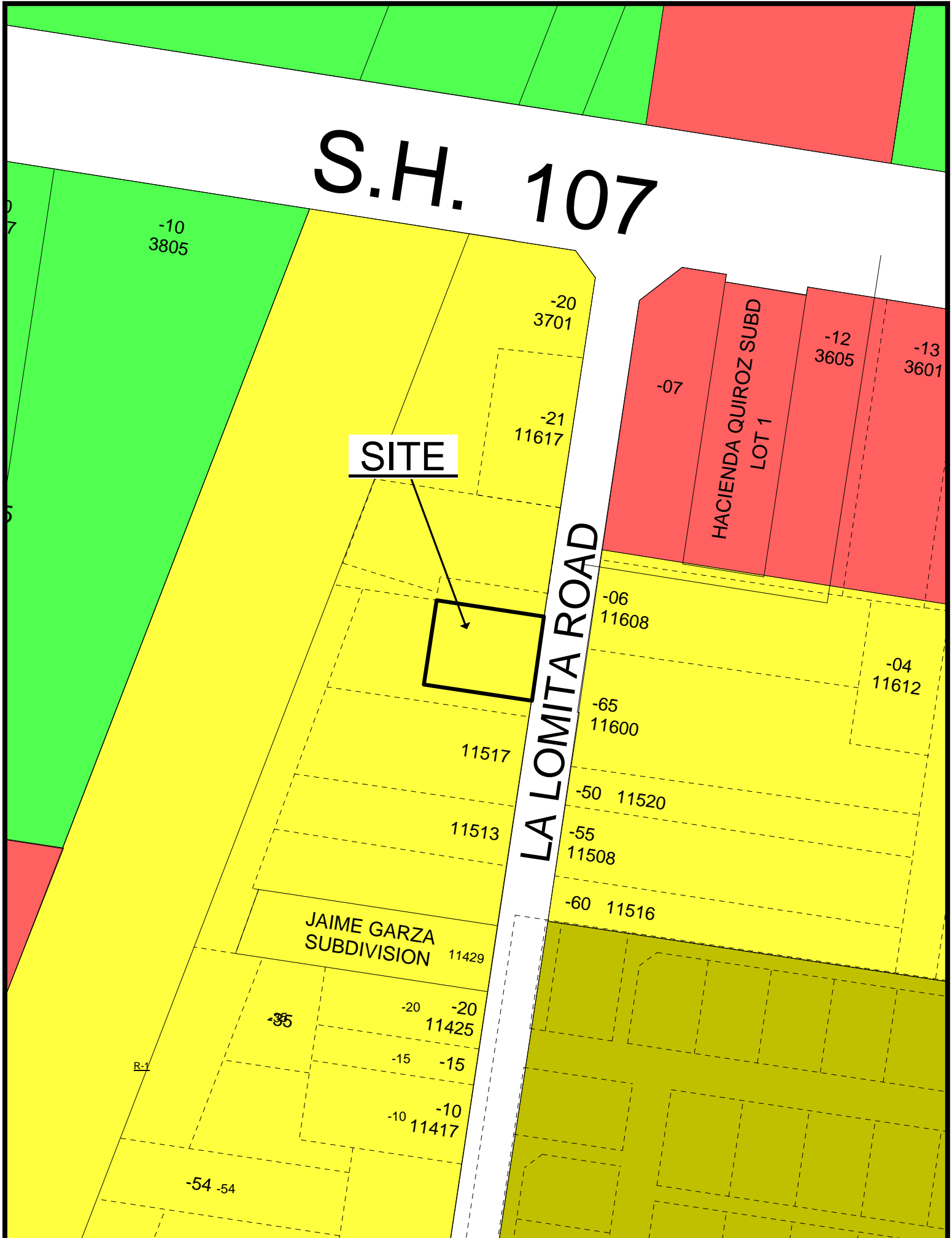
OPTIONS:

1. Approve the variance request not to require the subdivision process.
2. Approve the variance request subject to an additional 20 ft. Right-of-Way dedication along N. La Lomita Road.
3. Table the item for additional information.
4. Disapprove the variance request and require the subdivision process prior to building permit issuance.

RECOMMENDATION:

Staff recommends compliance with Section 134-5 of the Subdivision Ordinance.

S.H. 107



Request for Variance

11527 N. La Lomita McAllen, Texas 78504

Maria L. Sanchez

Dear Mrs. Julianne R. Rankin, FAICP

My name is Maria L. Sanchez, my husband (Frank Sanchez) and I are asking for a permit to demolish our old home and build ourselves a new home. We inherited our house and property back in 1970. Unfortunately my parents did not transfer the deed in my name until 1996, even though we have lived there for 42 years.

This property lies within the boundaries of the City Of McAllen but due to the age of our home it is not subdivided. We understand and respect the guidelines of the City of McAllen and The State Of Texas. Due to our limited income and the fact I am disabled, and my husband is a Disabled Vietnam Veteran, at this time we cannot afford to subdivide. We kindly would like to request a variance to make our improvements and make the City of McAllen a more beautiful place to live in. We would like to thank you in advance for your time and consideration with our situation.

I also forgot to put in that we have termite in our home.

Thank You,

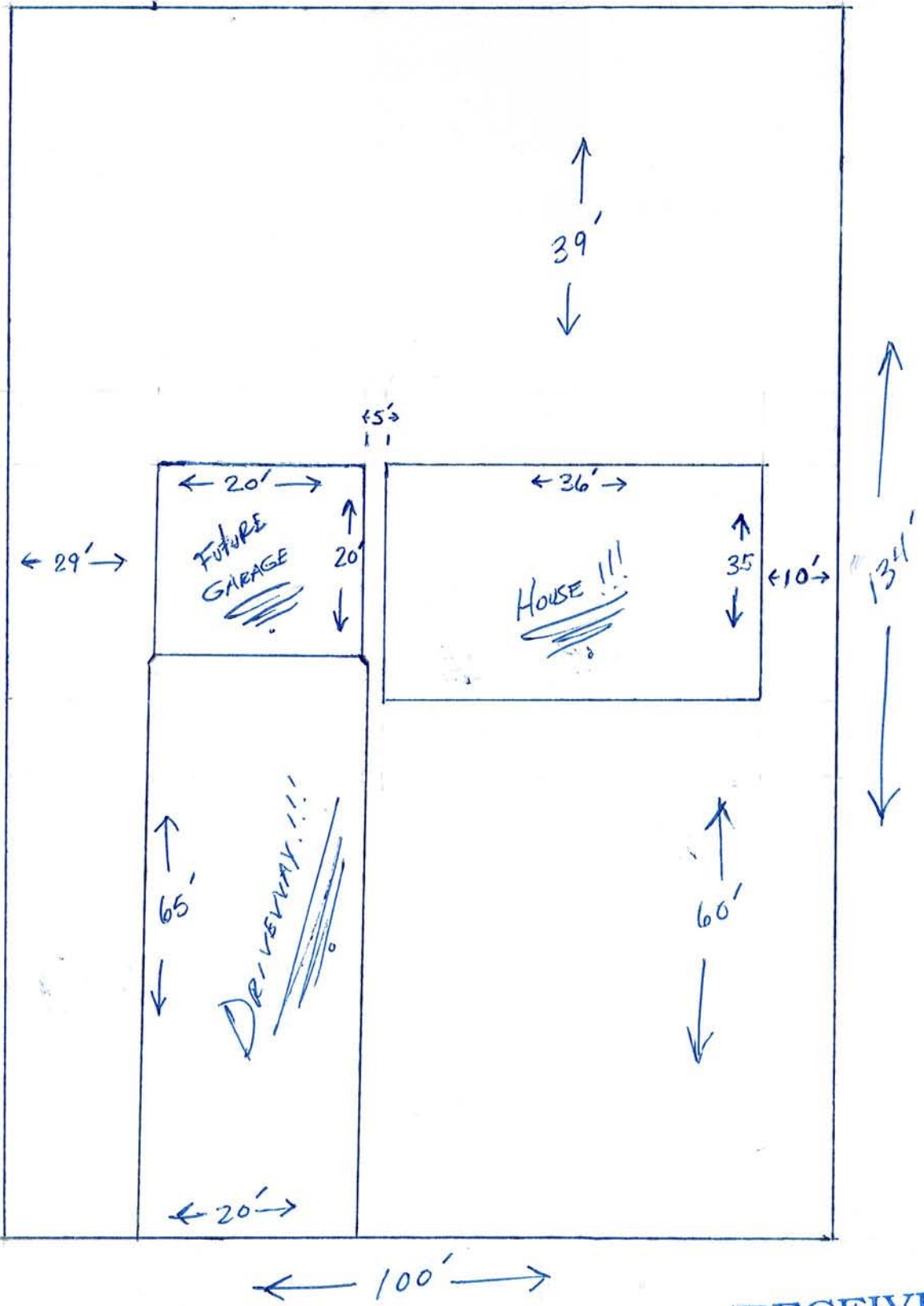
x *Maria Sanchez*

Maria L. Sanchez

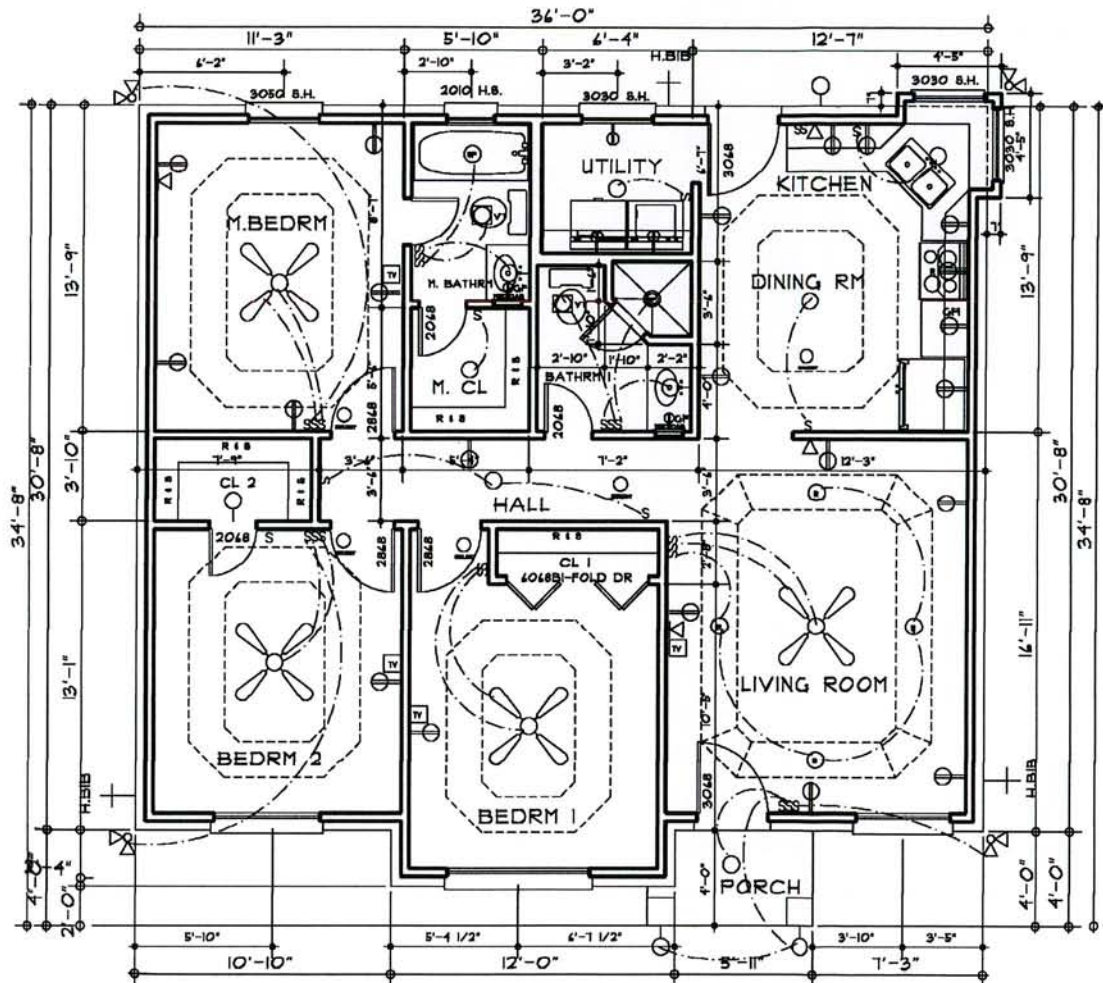
*Phone = FRANK
231-871-0514
MARIA 231-871-0515*

RECEIVED

JAN 10 2011



RECEIVED



FLOOR PLAN

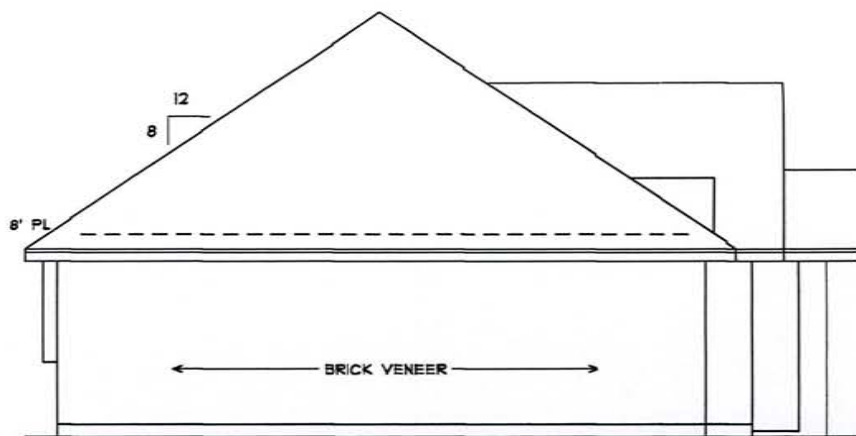
SC. 1/4"=1'-0"

AREAS		
LIVING AREA	1,132	S.F.
PORCH	26	S.F.
TL. AREA	1,158	S.F.



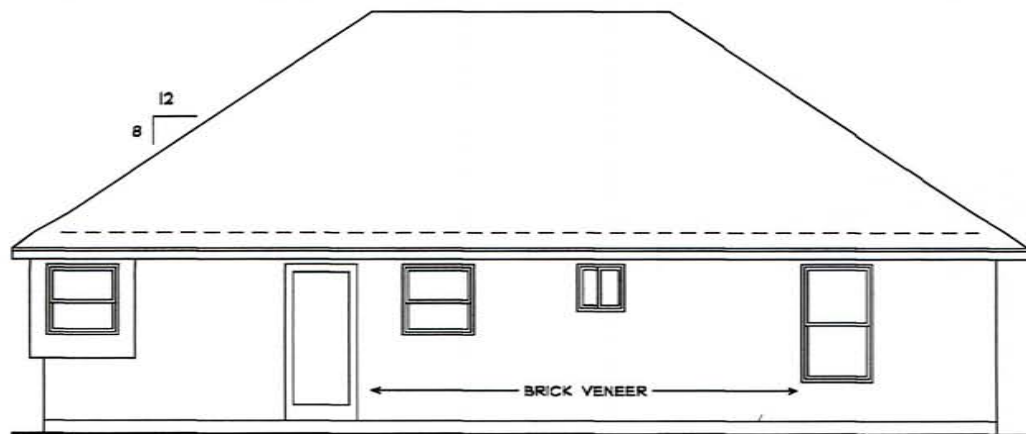
FLOOR PLAN

SC. 1/4"=1'-0"



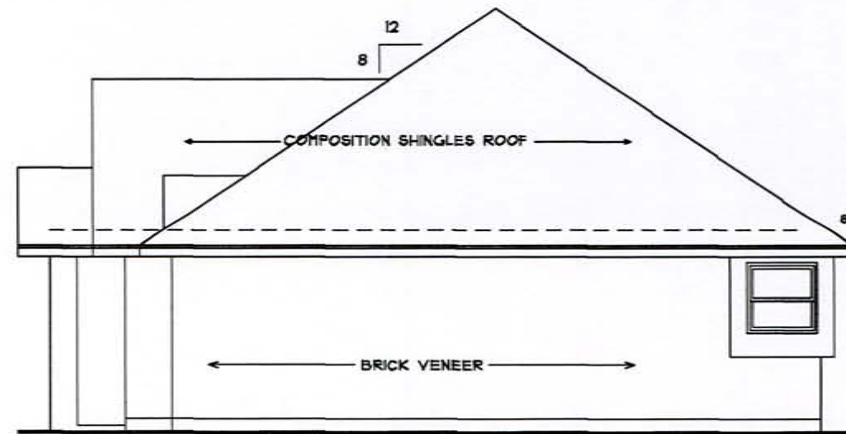
LEFT ELEVATION

SC. 1/4"=1'-0"



REAR ELEVATION

SC. 1/4"=1'-0"



RIGHT ELEVATION

SC. 1/4"=1'-0"

S.H. 107

SITE

HACIENDA QUIROZ SUBD
LOT 1

LA LOMITA ROAD

JAIME GARZA
SUBDIVISION

-35

-20

-15

-10

-54



STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u>✓</u>	AGENDA ITEM	<u>5A</u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u>3/4/2013</u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u>3/11/2013</u>
OTHER	<u> </u>		

1 Agenda Item: Delinquent Tax Collection Report

2 Party Making Request: Martha Guel, Tax Assessor

3 Nature of Request: (Brief Overview) Attachments: ✓ Yes

Tax Collection Report from Tax Attorneys for First Fiscal Year Quarter.

4 Policy Implication: _____

5 Budgeted: Yes No N/A

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

6 Alternate option costs: _____

7 Routing:

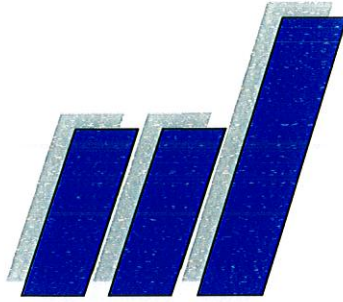
<u>NAME/TITLE</u>	<u>INITIALS</u>	<u>DATE</u>
a) <u>Martha Guel Tax Assessor</u>	<u>mg</u>	<u>03/04/13</u>
b) <u> </u>	<u> </u>	<u> </u>

8 Staff Recommendation: To accept report as submitted.

9 Advisory Board: Approved Disapproved None

10 City Attorney: KP Approved Disapproved None

11 Manager's Recommendation: MRP Approved Disapproved None



City of McAllen

Delinquent Tax Collection First Quarter Report

Linebarger Goggan Blair & Sampson, LLP

205 S. Pin Oak Ave., Edinburg, Texas 78539 Phone: 956-383-4500 Fax: 956-383-7820

LAW OFFICES
OF
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
205 S Pin Oak Ave.
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500
Facsimile: (956) 383-7820

March 11, 2013

Mr. Richard F. Cortez, Mayor
Ms. Hilda Salinas, Mayor Pro Tem, Commissioner, Dist. 3
Ms. Aida Ramirez, Mayor Pro Tem, Commissioner, Dist. 4
Mr. Scott Crane, Commissioner, Dist. 1
Mr. Marcus Barrera, Commissioner, Dist. 2
Mr. John Ingram, Commissioner, Dist. 5
Mr. Jim Darling, Commissioner, Dist. 6
City of McAllen
1300 Houston Ave.
McAllen, Texas 78501

**RE: Delinquent Tax Collection for the period of October 1, 2012 through
December 31, 2012.**

Dear Mayor Cortez and City Commission:

The Linebarger Goggan Blair & Sampson, LLP Report highlights our delinquent ad valorem tax collection program on behalf of the City of McAllen. Our collection results, as noted herein, indicate our efforts continue to be successful for the City of McAllen.

Please know that we truly appreciate the opportunity to represent the City of McAllen on all delinquent ad valorem tax matters. As always, we will continue to provide the City of McAllen with quality representation, consistent results, and an ample experienced staff of attorneys, legal assistants and a certified tax assessor collector dedicated to servicing your account. We are available to address any questions you may have or to discuss any concerns that interest you at your convenience.

Sincerely,

Kelly Rivera Salazar
Attorney

LINEBARGER GOGGAN BLAIR & SAMPSON APPROACH

- *Demand Mailings*
- *Litigation Statistics*
- *Taxpayer Contact*
- *Personal Visits*
- *Sheriff's Sales*

The delinquent tax collection program for the City of McAllen continues to emphasize two basic premises: work with individual taxpayers to collect taxes owed to City of McAllen and use the tool of litigation as a final option.

DEMAND MAILINGS

Our extensive mailing program is designed to advise people who have not paid their City of McAllen taxes of their delinquency. During the course of this reporting period, we sent delinquent notices, with varying degrees of intensity to the delinquent taxpayer. The intensity of the notice varies on factors such as: time of year, type of property and the particular needs of the jurisdiction.

Two (2) mailings completed targeting 2,959 accounts representing an average of \$1.1 million dollars in delinquent taxes, penalties and interest per mailing.

LITIGATION SUMMARY

Filing a lawsuit to collect delinquent taxes is used as a final resort; after diligent efforts to contact and work with taxpayers are fully exhausted. Once the decision to file suit has been made, a complete property title search is conducted, the taxable property is further identified and all interested parties including all lien holders, are identified and served with notice of the lawsuit.

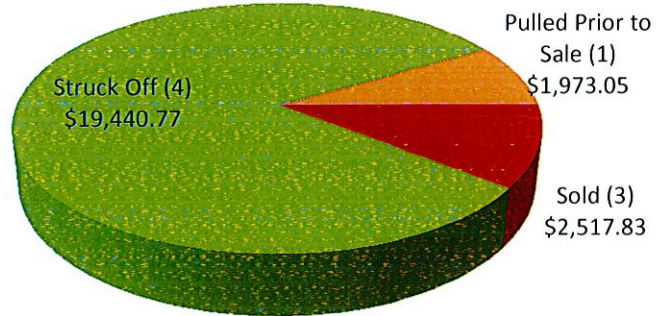
- *Taxpayer Contact*
- *Over 92 Personal Contacts*
- *Over 386 Phone Calls*
- *Initiated 24 Payment Agreements*
- *Over 138 Payoff Requests*
- *Over 19 Property Inspections Completed*

Litigation Activity	Cases	Base, Penalty and Interest
• Lawsuits/Interventions Filed	35	\$50,880
• Tax Warrants	16	\$21,234
• Lawsuits Disposed	40	\$131,343
• Judgments Taken	3	\$7,981
• Pending Litigation as of Feb. 2013	486	\$1,416,809

SHERIFF FORECLOSURE PROGRAM

Tax Sale Activity

Our Office regularly monitors all judgments we take on behalf of the City of McAllen. During this quarter, one (1) tax sale was conducted placing eight (8) properties for sale.



In addition, \$3,822 was collected in liens for the City of McAllen.

BANKRUPTCY CLAIMS FILED

City of McAllen is represented in all bankruptcies involving a delinquent taxpayer in your jurisdiction. Representation includes filing claims, monitoring the bankruptcy process, attending hearings, engaging in active litigation and doing everything to protect and maximize the City of McAllen's interest. Our program identifies accounts dismissed and discharged from bankruptcy that are now ready for collections or law suit.

Chapter Seven: Complete liquidation of a debtor's non-exempt assets.

Chapter Eleven: This allows a corporation to devise a plan to reorganize its debts and obligations to allow extended repayment of its creditors.

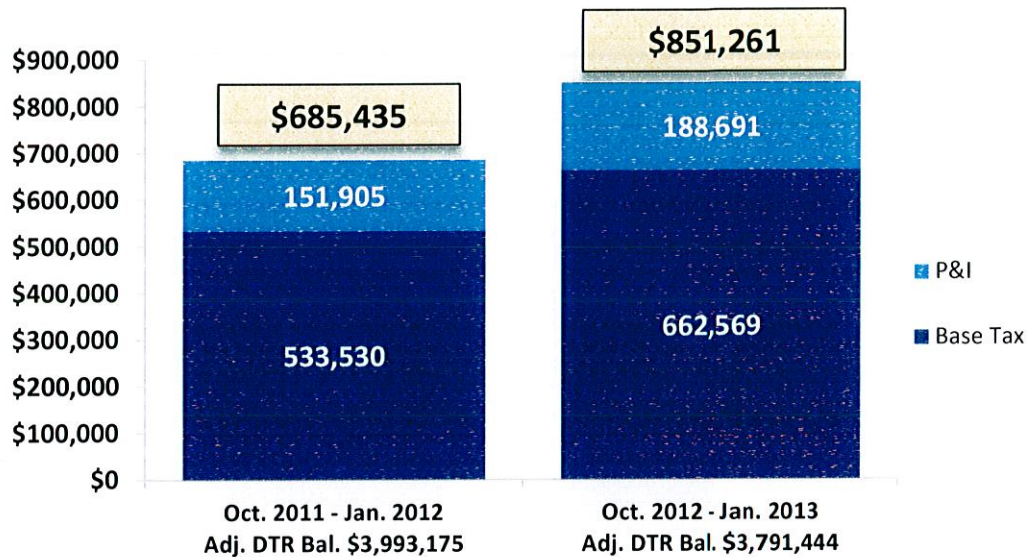
Chapter Thirteen: Entitled "Adjustment of Debts of an Individual with Regular Income," permits a person to retain that amount of earned income necessary for living expenses while paying the court the remainder to be distributed among the individual's creditors to pay off debts on an installment basis.

All Bankruptcy Filings

Ch. 7	21	\$121,508.16
CH. 11	35	\$268,138.65
Ch. 13	142	\$80,842.18
Total	198	\$470,488.99

COLLECTION HIGHLIGHTS

YEAR TO DATE COLLECTIONS



FUTURE OVERVIEW

Review of Pending Judgments and the Filing of Additional Lawsuits

During the remainder of this fiscal year we will continue to work pending lawsuits for full payment or payment agreements. We will also continue researching the delinquent tax roll for possible new lawsuits; both real and personal property accounts.

Continued Monitoring of Bankruptcy Accounts

As a continuation of our standard operating practice, we will actively monitor and verify accounts in bankruptcy for the payment of taxes, penalties, and interest owed to the City.

Mailing Program

For the next quarter, we have scheduled mailings on behalf of the City of McAllen for the following months: January 2013 (Complete), March 2013 and April 2013.

Scheduling of Property Sales

As properties are taken to judgment, they will be reviewed and checked for payment. Those judgments with no taxpayer response will be further reviewed and scheduled for possible tax sale.

Scheduling of Property Re-Sales

For the next quarter, we have identified 11 properties in the City of McAllen that are available for re-sale. Our next re-sale is scheduled for June 1, 2013.

Execution of the work plan established for the City of McAllen will include the constant monitoring of collection figures in order to adjust resources and enforce the collection of delinquent taxes. Our collection efforts will also include prosecuting pending suits to conclusion, mailing monthly letters, and filing new suits in order to maximize the collection of taxes. We will continue to work closely with you and your administrative staff to provide assistance and advice on all property tax matters, including changes in the law brought about by amendments to the Texas Property Tax Code.

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION	<u> X </u>	AGENDA ITEM	<u> 5 B </u>
UTILITY BOARD	<u> </u>	DATE SUBMITTED	<u> 03-08-13 </u>
PLANNING & ZONING BOARD	<u> </u>	MEETING DATE	<u> 03-11-13 </u>
OTHER	<u> </u>		

1 Agenda Item: CITY MANAGER'S REPORT - DISCUSSION & POSSIBLE ACTION

2 Party Making Request: Joseph Bravo, Executive Director / IMAS

3 Nature of Request (Brief Overview) Attachments: X Yes No
In accordance with the SECO grant, IMAS requires \$62,500.00 in matching funds for the renewable energy project. Therefore, IMAS Director is requesting that the City of McAllen provide funding & technical assistance to create a permanent renewable energy exhibit.

4 Policy Implication: _____

5 Budgeted: Yes No N/A

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

If over budget, how will it be paid for: _____

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> </u>	<u> </u>	<u> </u>
b) _____	<u> </u>	<u> </u>	<u> </u>

8 Staff Recommendation: _____

9 Advisory Board: Approved Disapproved None

10 City Attorney: Approved Disapproved None

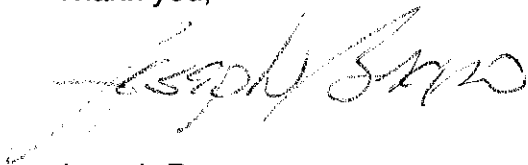
11 Manager's Recommendation: Approved Disapproved None

March 8, 2013

Dear Mr. Perez,

According to the SECO grant requirements the maximum matching funds or in-kind required would amount to \$62,500. In furtherance of the fulfillment of the requirements to procure SECO grant funding for this renewable energy project, as Executive Director of IMAS, and on behalf of its Board of Trustees, I am formally requesting that the City of McAllen provide funding and technical assistance from its staff, such as the SECO grant requires, to enable IMAS to build this important infrastructural improvement by creating a permanent renewable energy exhibit that will enable IMAS to fulfill its mission to bring the best in science and engineering educational programming to our community. Would you please put this on the agenda for the Board of Commission for the City of McAllen meeting to take place on Monday, March 11, 2013.

Thank you,



Joseph Bravo
Executive Director
International Museum of Art and Science

cell # 210-204-2370
Joe Bravo

To: MIKE R. PEREZ, CITY MANAGER
From: SALLY GAVLIK, DIRECTOR
Subject: DELEON NORTH SOCCER COMPLEX EXPANSION
Date: MARCH 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 proposals through the Texas Buy Board. The original request resulted in one proposal from Field Turf, a Tarkett Sports Company in the amount of \$726,594.00.

However, the Parks and Recreation Department now has two proposals – Field Turf and Hellas. Both have Rio Grande Valley representatives, and offices in Texas. The Field Turf product is manufactured by Field Turf. The Hellas product is manufactured by a different company and furnished to Hellas. Field Turf provides product to the University of Texas- Austin, Texas A&M University – College Station, Kingsville, and Corpus Christi; and Texas Tech. In addition, they provide product to numerous other colleges around the country and several NFL fields.

Locally, Weslaco ISD which has a Hellas field voted to use Field Turf for their new field, even though it cost more than the Hellas product as it was recommended by the coaches for the safety of the youth. Field Turf has a lower incident of injuries to players than the Hellas product. The Parks and Recreation Department called the US Soccer Association to find out which product they would recommend. They informed the department that they had built 55 fields with Field Turf and had another 15 scheduled for this year. Field Turf is the only product they use and they believe it to be a superior product.

McAllen ISD has a Hellas field at McHigh Stadium. This stadium needs to be replaced and it is either seven (7) or eight (8) years old. Edinburg is building a Hellas field. After the bid was awarded to replace an existing field there was a problem with the subsurface and change orders were required and the field now cost approximately \$900,000. Both companies have the same warranty and the same third party insurance coverage. The method of installation is similar for both companies. The difference is in how the turf is manufactured. In discussions with those who have Field Turf the life of their fields is longer than the eight (8) year warranty.

The Hellas product was submitted at a cost of \$698,966.00. The difference in the two products is

\$27,628. The Parks and Recreation Department is not recommending that we take the low bid. Hellas did not respond to the original request to have information submitted for the synthetic turf field. It was only after Field Turf had submitted their proposal and the item was placed on the agenda with the cost noted, that Hellas requested the opportunity to submit a proposal. The Hellas price came in lower but they had an unfair advantage over Field Turf as they already knew what price Field Turf's had submitted.

While both companies are listed on the Texas Buy Board, not all of their services are included so to get a complete total for a project all components have to be identified. This is due to the individual nature of the field development or replacement.

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. This is the first synthetic turf field the City of McAllen will be installing. Field Turf has met all the requirements of the department, submitted information in a timely manner and has a superior product as noted by the US Soccer Association. The Parks and Recreation Department believes that this complex is to be an attraction for the community and should have the best quality field available.



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 FieldTurf Classic-57 FieldTurf XM-57 FieldTurf XT57	\$ 736,594.00 \$ 726,594.00 \$ 712,059.00 \$ 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

XTS7:

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

Pile Weight: 33oz / sqy
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 3/4" 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.

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION X
UTILITY BOARD _____
OTHER _____

AGENDA ITEM _____
DATE SUBMITTED 6b
 03/05/13
MEETING DATE 03/11/13

- 1. Agenda Item: **Demolition of Former Sam Houston Elementary– Award of Contract**
- 2. Party Making Request: Engineering Department
- 3. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and approve award of contract fo r Former Sam Houston Elementary to the low est, responsive, responsible bidder, R.L. Abatemen t in the amount of \$233,900.00 to be completed within 40 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	\$ 51,000.00
 Sam Houston Demolition:	 \$ 233,900.00
<u>Over</u> Budget:	\$107,900.00

6. Alternate Option/Costs **The City Commission may elect to reject bid and re-advertise the project.**

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a.) <u>Yvette Barrera, PE, City Engineer</u>	<u> YB </u>	<u> 3/5/13 </u>	<u> YES </u>
b.) <u>Sandra Zamora, Director of Purchasing</u>	<u> </u>	<u> </u>	<u> </u>
c.) <u>J.W. Dale, Director of Finance</u>	<u> </u>	<u> </u>	<u> </u>
d.) <u>Roy Rodriguez, Assistant City Mngr.</u>	<u> </u>	<u> </u>	<u> </u>

8. Staff Recommendation: **Staff recommends approval of contract to the low bidder to RL Abatement in the amount of \$ 233, 900.00**

9. Advisory Board: Approved Disapproved None

10. City Attorney: MRP Approved Disapproved None

11. Manager's Recommendation: KP Approved Disapproved None



CITY OF MCALLEN
DEPARTMENT OF ENGINEERING
MEMORANDUM

To: Mike R. Perez, City Manager
From: Victor Gonzalez, Architectural Coordinator/Project Manager *VJ 03.06.13*
Through: Yvette Barrera, P.E., CFM, City Engineer *Yvette R*
Date: March 6, 2013
Subject: Award of Contract – Demolition of Former Sam Houston Elementary

Goal

City staff intends award of contract for asbestos abatement and general demolition of the Former Sam Houston Campus site to the lowest, responsive, responsible bidder.

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 for the Sam Houston Elementary site. The perceived low bidder for the Former Sam Houston Elementary job proposes to complete the demolition within 40 working days. A copy of the bid tabulation is attached for your review and consideration.

Options:

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

Recommendation – The Engineering Department staff recommends award of contract to the low bidder, RL Abatement in the amount of \$ 233,900.00 to be completed within 40 working 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